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CABINET
Agenda

Date	Monday 3rd March 2025
Time	6.00 pm
Venue	Lees Suite, Civic Centre, Oldham, 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 Alex Bougatef 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, 26th February 2025. 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. Please note that anyone using recording equipment both audio and visual will not be permitted to leave the equipment in the room where a private meeting is held. MEMBERSHIP OF THE CABINET Councillors M 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 5 - 20)

The Minutes of the Cabinet held on 17th February 2025 are attached for approval.

6 Local Development Scheme 2025 (Pages 21 - 60)

Update report on the Borough's Local Development Scheme 2025.

7 United Utilities Green Recovery Fund - additional Funding - Grant Acceptance (Pages 61 - 100)

A report seeking approval and acceptance of an additional £600,000 United Utilities Green Recovery Fund (UUGRF) grant allocation following confirmation of an award from United Utilities Plc in February 2025.

8 Continuation of the HAF Programme (Pages 101 - 108)

A report seeking to approve the acceptance of the Holiday Activities and Food programme grant award from the Department for Education.

9 Family Hubs and Start for Life Programme (Pages 109 - 116)

Cabinet is requested to authorise approval to receive associated funding from the Department for Education and Department and Department of Health and Social Care, to deliver Year 4 of the Family Hub and Start for Life Programme.

10 Accommodation Based Services Including the Transfer of Service Management to Housing Needs (Pages 117 - 120)

To extend the contract term for the delivery of Accomodation Based Services and to authorise the transfer of service management to Housing Needs.

11 Reduced Public Health Funding Investment to the All-Age Early Intervention Contract (Pages 121 - 124)

A report seeking approval for the implementation of the revised contract value for the All Age Early Intervention service, from 1st April 2025, by means of a deed of variation to the existing contract.

12 Exclusion of Press and Public

To consider that the press and public be excluded from the meeting for the following two 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.

13 Accommodation Based Services Including the Transfer of Service Management to Housing Needs (Pages 125 - 138)

To consider confidential recommendations

14 Reduced Public Health Funding Investment to the All-Age Early Intervention Contract (Pages 139 - 144)

To consider confidential recommendations

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CABINET
17/02/2025 at 6.00 pm

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

1 **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Brownridge and Fida Hussain.

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**

Tere were no public questions for this Cabinet meeting to consider.

5 **MINUTES**

Resolved:
That the minutes of the meeting of the Cabinet held on 20th January 2025, be approved as a correct record.

6 **DRAFT MINUTES OF THE GOVERNANCE, STRATEGY AND RESOURCES SCRUTINY BOARD HELD 29TH JANUARY 2025**

Members considered the draft minutes of the Governance, Strategy and Resources Scrutiny Board held on 29th January 2025.

It was reported that the Scrutiny Board had recommended to Cabinet and to the Council that all the budget reduction proposals considered, be approved.

Resolved:
That the deliberations and comments of the Governance, Strategy and Resources Scrutiny Board, held 29th January 2025, be noted.

7 **DRAFT MINUTES OF THE GOVERNANCE, STRATEGY AND RESOURCES SCRUTINY BOARD HELD 6TH FEBRUARY 2025**

Consdieration was given to the minutes of the Opposition budget proposals for 2025/26, that were presented to the Governance, Strategy and Resources Scrutiny Board’s meeting on 6th February 2025. The Scrutiny Board had recommended that the Cabinet consider the propoals submitted by the Liberal Democrat Group but reject the proposals that were presented by the Conservative,Group.

The Cabinet considered the proposals and summarised information in relation to the opposition group’s proposals for the 2025/26 budget.

Resolved:

1. That the deliberations and comments of the Governance, Strategy and Resources Scrutiny Board, held 6th February 2025 be noted.
2. That, after consideration, none of the alternative budget proposals presented by the Liberal Democrats and Conservatives Groups be accepted.

8 **REVENUE MONITOR AND CAPITAL INVESTMENT PROGRAMME 2024/25: QUARTER 3 DECEMBER 2024**

The Cabinet considered a report of the Assistant Director of Finance which provided members with an update, as at 31st December 2024 (Quarter 3) of the Council's 2024/25 forecast revenue budget position (detailed at Annex 1, to the report), alongside the financial position of the capital programme together with the revised capital programme 2024/25 to 2028/29 (detailed at Annex 2 to the report).

In terms of the Revenue Budget, the forecast overspend position based on the Quarter 3 profiled budget was £10.634m which if not addressed would result in a year-end overspend of £14.178m (£20.390m at Month 8 (2024/25)). The submitted financial monitoring report followed on from the previously reported positions and warned on the potential year end position if no further action was taken to reduce net expenditure. The management actions already implemented for 2024/25 had been factored into the current forecasts. Work continues across the organisation to address this position and it was anticipated that by the year end, the current outturn deficit position should reduce even further.

An update on the Quarter 3 2024/25 position was detailed within Annex 1 to the report.

Regarding the Capital Budget, he report outlined the most up to date capital spending position for 2024/25 to 2028/29 for approved schemes. The revised capital programme budget for 2024/25 was £87.260m at the close of Quarter 3 (£99.553m at Month 8), a net reduction of £12.293m. Actual expenditure to 31 December 2024 was £53.478m (61.23% of the forecast outturn).

Options/Alternatives considered:
The options that Cabinet could consider in relation to this report were:

a. To consider the forecast revenue and capital positions presented in the report.
b. To propose alternative forecasts.

The preferred Option was, to consider the forecast revenue and capital positions presented in the report.

Resolved:

1. That the Cabinet notes the report.
2. That the Cabinet approves the forecast profiled budget, being an adverse position of £10.634m at Quarter 3 (December 2024) and the forecast potential adverse

position by year end of £14.178m, with mitigations in place to reduce expenditure as detailed at Annex 1, to the report.

3. That the Cabinet approves the revised capital programme for 2024/25 including the proposed virements and the forecast for the financial years to 2028/29 as at Quarter 3 as outlined in Annex 2, to the report.

9 **REVENUE BUDGET 2025/26 AND 2026/27 AND MEDIUM TERM FINANCIAL STRATEGY 2025/26 TO 2029/30**

The Cabinet considered a report of the Assistant Director of Finance that provided members with the budget reduction requirement, the Administration's budget proposals for 2025/26, a forecast of the 2026/27 position having regard to the Provisional Local Government Finance Settlement (PLGFS) published on 18th December 2024 and the subsequent Final Local Government Finance Settlement (LGFS) published on 3rd February 2025. The report also presented the financial forecasts for the remainder of the Medium-Term Financial Strategy (MTFS) period 2026/27 to 2029/30.

The submitted report presented the Council's Revenue Budget for 2025/26 together with the budget reduction requirement and the Administration's budget proposals for 2025/26 including Council Tax intentions. It also provided a forecast of the 2026/27 position and the financial forecasts for the remainder of the MTFS period, 2027/28 to 2029/30.

A version of the Revenue Budget 2025/26 and 2026/27 and Medium Term Financial Strategy 2025/26 to 2029/30 - based on the Provisional Local Government Finance Settlement (PLGFS) received on 18th December 2024, had been presented to the Governance, Strategy and Resources Scrutiny Board on 29th January 2025. The Board scrutinised the report and the other reports on the agenda which formed a core part of the Council's strategic financial planning framework and recommended them to Cabinet.

Section 1 presented an introduction to the report and explains the report format.

Section 2 sets out key Council Policies and Strategies including the Co-operative Council Values, Corporate Plan, Constitution and Rules of Procedure, as the framework within which the Budget has been prepared.

Section 3 presented the Local Government Finance Policy Statement which sets out the Government's intentions to assist financial planning for Councils. It also details the impacts of the 2025/26 Provisional and Final LGFS which was the seventh consecutive one-year Settlement. This included key information in relation to overall funding levels, Council Tax referendum limits and grants for 2025/26.

Section 4 presented the 2024/25 revised budget and year end forecasts. The starting point for preparing the 2025/26 revenue budget estimates was the underlying base budget of £289.1m. The 2024/25 revenue budget forecast outturn position highlighted a current unfavourable projected variance of £14.2m; which will need to be financed from reserves. This was in addition to the general contribution from reserves of £10.8m towards the 2024/25 budget approved by Council in February 2024, plus contributions from other Earmarked Reserves for specific projects/initiatives of some £4.6m. This meant that the total contribution from reserves in 2024/25 would be £29.5m: a situation that was not sustainable and which had significantly reduced the financial resilience of the Council.

Section 5 summarised the proposed budget for 2025/26 and provided the context for the strategy adopted. It provided a budget forecast whereby £1.05m could be used to replenish reserves (a more detailed breakdown of the indicative budget for 2025/26 can be found at Appendix 7. To the report).

Section 6 presented a range of expenditure pressures that would contribute to the budget gap. In total they contributed £41.2m to the 2025/26 position, an increase of £18.1m compared to the forecast presented to Full Council on 28th February 2024. The expenditure pressures for 2026/27 were projected at a further £29.9m. The main pressures arose from pay, expenditure on Council buildings, increased demand and prices for Children's and Adults' Social Care service provision and an increased demand for temporary accommodation. This section of the report also outlined the forecast impact of the payment of levies and contributions to the Greater Manchester Combined Authority (GMCA) and the Environment Agency (EA).

Section 7 presented the impacts of both the Provision and Final LGFS announced on 18th December 2024 and 3rd February 2025 respectively with regard to central Government Grants. This has resulted in a net increase of some £18.4m in resources from that forecast at Budget Council in February 2024.

Section 8 sets out how the Locally Generated Income from both Business Rates and Council Tax will support the Council budget. The LGFS confirmed referendum limits for general purpose Council Tax would remain at 3% each year from April 2025 without the need to hold a referendum. In addition, the threshold for Adult Social Care Precept (ASCP) would remain at a maximum of 2% each year from April 2025. There remained a requirement to evidence that the funds generated from this precept are used for Adult Social Care expenditure. This section of the report also sets out: the income to support the budget from Retained Business Rates and how this helps to reduce the level of budget reductions required. In total, Retained Business Rates income has increased marginally from a forecast £55.2m to £58.6m as the Council continues to benefit from the GMCA Business Rates Retention Scheme. The GMCA is entitled to part of this benefit, currently estimated at £1.2m. The Business Rates income figure reflects the Council's NNDR1 Government return submitted on 31st January 2025.
The Council Tax position for 2025/26, advising that:

- The Council Tax Base is 59,501, up from 59,380 in 2024/25 and slightly under the position assumed in February 2024.
- A 2.99% general purpose Council Tax increase is proposed together with a 2% increase for the Adult Social Care Precept.
- An increase of 4.99% would not require a Council Tax referendum as it would be within the referendum criteria issued by the Government in the LGFS.
- The Council proposes to continue to provide no Council Tax Empty Property Discount and increase the Empty Property Premium from 1 April 2025.
- Total Council Tax to be generated for use by the Council based on the Tax Base and the 4.99% increase (including the Adult Care Social Precept) is £122.2m in 2025/26.
- The Greater Manchester Police and Crime Commissioner precept was confirmed on 27 January 2025 with an increase of £14 for a Band D Council Tax.
- The Greater Manchester Mayoral General Precept (including Fire Services) was confirmed on 7 February 2025.
- Saddleworth Parish Council agreed its precept on 27 January 2025 and Shaw and Crompton Parish Council agreed its precept on 28 January 2025. Confirmed figures are presented in the report.

The impact of the Collection Fund (the ringfenced account within which Council Tax and Business Rates are managed). The 2024/25 Collection Fund forecast outturn projection as outlined in the Month 9 financial monitoring report produces a net deficit of £1.2m of which the vast majority is Oldham Council's share and must be financed from the 2025/26 revenue budget.

Section 9 outlined the proposed savings that are required to balance the 2025/26 budget. There are a total of 25 savings proposals presented in accordance with Political Portfolios. Overall, approximately 120 FTE posts are affected, of which over 80% are currently vacant. The proposals also have a marginal impact on 2026/27 of £0.8m. It also confirms the use of capital receipts flexibly to finance expenditure leading to transformation in the sum of £2.6m for 2025/26 and a further £2.6m in 2026/27. All the proposals are presented in summary at Appendix 3, to the report and in detail at Appendix 4, to the report.

Section 10 outlined the risks and uncertainties inherent in the budget forecast.

Section 11 presented the expected level of Reserves at the end of 2024/25 at £40.4m, which can support the 2025/26 budget including the Balancing Budget and Fiscal Mitigation reserves for 2025/26.

Section 12 sets outs out the proposed fees and charges for the financial year 2025/26.

Section 13 sets out the Medium-Term Financial Strategy covering the financial years 2026/27 to 2029/30.

Section 14 presented the Statement of Robustness, a requirement under Section 25 of the Local Government Finance Act 2003 which is the assurance by the Director of Finance on the robustness of the estimates used for the purposes of the revenue budget calculations and the adequacy of proposed reserves and balances. It remains the recommendation that general reserves are increased from £20m to £30m over the MTFS period, reflecting the increasingly volatile expenditure pressures the Council faces and the low tax base from which the Council is able to raise additional income. The planned replenishment of £1.05m towards reserves in 2025/26 together with the return of an estimated £3m in respect of the GM Waste Disposal Authority's reserves is a welcome first step in this direction. However, the strategy will need to be developed further in 2025/26 to continue to raise the level of general reserves over the MTFS period and improve the financial resilience of the Council. The Director of Finance is able to provide Members with the necessary assurances in respect of 2025/26 but the Council's financial position in later years remains uncertain. A more detailed commentary is provided in Section 14 and at Appendix 5, to the report.

Sections 15 to the end of the report include options to consider, consultation comments and Legal comments in accordance with standard practice.

Given the importance of delivering budget reductions and embedding the programme of transformational change, during 2025/26, there would be a regular review of the progress of existing change programmes against the delivery milestones and financial targets. It will also ensure that there is continuous emphasis on the delivery of change and the achievement of the budget reductions required.

As reported above, the Revenue Budget 2025/26 and 2026/27 and Medium-Term Financial Strategy 2025/26 to 2029/30 were presented to the Governance, Strategy and Resources Scrutiny Board on 29th January 2025, based on the information available at that time. The Board scrutinised the report and the other reports on the agenda which formed a core part of the Council's strategic financial planning framework.

The Scrutiny Board considered in detail the Administration's 25 budget reduction proposals and were content to commend the report to Cabinet at a value of £8.788m in 2025/26 and a further £0.250m in 2026/27. The Scrutiny Board were also content with all other aspects of the report, including the proposed changes to fees and charges and therefore commended these to the Cabinet also.

A further meeting of the Scrutiny Board was held on 6th February 2025, which considered budget proposals put forward by the main Opposition Parties.

As advised above the Final Local Government Finance Settlement was received on 3rd February 2025. The results were incorporated into this version of the Revenue Budget 2025/26 and 2026/27 and the Medium-Term Financial Strategy 2025/26 to 2029/30 report. No further significant amendments were anticipated to the version of this report to be presented to Council on 6th March 2025.

Options/Alternatives considered:

- Option 1 – that the Cabinet accepts the 2025/26 Council Tax and ASCP increases, the 2025/26 and 2026/27 budget assumptions and resulting financial forecasts presented within the report and the budget position at Appendix 8, to the report.
- Option 2 – that the Cabinet proposes amendments to the financial forecasts which will change the resulting budget reduction requirement.
- Option 3 – that the Cabinet approves and commends to Council all the 2025/26 and 2026/27 budget proposals included in this report and the approach to the use of reserves and balances.
- Option 4 - that the Cabinet approves the fees and charges for 2025/26 as set out at Appendix 8, to the report.
- Option 5 – that the Cabinet requests that further work is undertaken on some or all of the budget proposals and fees and charges and the approach to balancing the budget and that Cabinet considers a revised position.

Preferred Option: Options 1, 3 and 4 are the preferred options. Assumptions were based on objective research and the latest available information. The Council has a statutory duty to set a balanced budget and the budget reductions included in the submitted report along with the proposed use of reserves fulfil that requirement.

Resolved:
That the Cabinet approves and commends to Council:

1. The policy landscape and context in which the Council is setting its revenue budget for 2025/26.
2. The financial forecasts for 2025/26 and 2026/27 having regard to the Local Government Finance Settlements and associated funding announcements.
3. The Flexible Use of Capital Receipts at a value of £2.6m for 2025/26 and 2026/27.
4. A proposed overall 2025/26 Council Tax increase of 4.99% for Oldham Council services (2.99% for general purposes and 2% Adult Social Care Precept) resulting in the charges set out at Table 8-3 of the report.
5. The 2025/26 Budget Reduction proposals at a value of £8.8m.

6. The proposed transfer of reserves of £1.05m to improve the financial robustness of the Council.
7. The proposal to draw on the Collection Fund for major preceptors of £146.0m for Borough Wide services and £122.2 m for Council services.
8. The proposed net revenue expenditure budget for 2025/26 for the Council, set at £321.7m as outlined in Table 5.1 and at Appendix 7 to the report.
9. The proposed fees and charges, as set out in the schedule included at Appendix 6, to the report.
10. The level of general fund balances supporting the 2025/26 budget of £18.9m underpinned by the agreed policy on Earmarked Reserves.

10 **CAPITAL STRATEGY AND CAPITAL PROGRAMME 2025/26 TO 2029/30 AND MINIMUM REVENUE PROVISION (MRP) POLICY STATEMENT**

The Cabinet considered a report of the Assistant Director of Finance which set out the Capital Strategy for 2025/26 to 2029/30 and thereby the proposed 2025/26 capital programme, including identified capital investment priorities, together with the indicative capital programme for 2026/27 to 2029/30, having regard to the resources available over the life of the programme.

The Cabinet was informed that the Council's Capital Strategy and capital programme were set over a five-year timeframe. The proposed Capital Strategy and programme for 2025/26 to 2029/30 takes the essential elements of the 2024/25 to 2028/29 and previous years' strategies and programmes and moves them forward in the context of the financial and political environment for 2025/26. The Strategy does however include a longer-term vision, a forward look at those projects that are likely to run beyond the timeframe of the five-year strategy and programme period or be initiated subsequently. This covered a timeframe for the 10 years from 2030/31 to 2039/40.

The format of the Capital Strategy reflected the requirements of the Prudential and Treasury Management Codes issued by the Chartered Institute of Public Finance and Accountancy (CIPFA). The strategy therefore presents:

- A high-level long-term overview of how capital expenditure, capital financing and treasury management activity contribute to the provision of services.
- An overview of how the associated risk is managed.
- The implications for future financial sustainability.

The Capital Strategy was presented at Appendix 1, to the report. It had been prepared in 14 sections and ensured that Members were presented with the overall long-term capital investment policy objectives and resulting Capital Strategy requirements, governance procedures and risk appetite. The sections are:

1. The Capital Strategy linked to the Council's Corporate Plan (Ready for the Future), the Oldham Plan (Pride, Progress, Partnership), Creating a Better Place (CaBP) Programme, Medium Term Property Strategy (MTPS),

Housing Strategy (HS), and Budget and Policy Framework.
2. The Principles of the Capital Strategy.
3. Priority Areas for Investment.
4. Affordability, Delivery, and Risk Associated with the Capital Strategy.
5. Knowledge and Skills.
6. Treasury Management.
7. Long Term Loans.
8. Other Non-Treasury Investments.
9. Capital Resources to Support Capital Expenditure.
10. Capital Investment and Disposal Appraisal.
11. The Prioritisation of Capital Requirements.
12. The Procurement of Capital Projects.
13. The Measurement of the Performance of the Capital Programme.
14. The Capital Investment Programme Board (CIPB).

The Strategy was aligned with the Creating a Better Place programme which is focused on building more homes for the borough's residents, creating new jobs through regeneration, and ensuring Oldham is a great place to visit with lots of family friendly and accessible places to go. This also incorporates the Medium-Term Property Strategy and Housing Strategy, aiming to deliver its ambition in ways that contribute to a reduction in carbon emissions in support of the Council's Green New Deal strategy.

Section 1 of the Capital Strategy highlighted the aims of the Capital Strategy and its links to the Council's Corporate Plan (Ready for the Future) and the Oldham Plan (Pride, Progress, Partnership). This section of the report also describes more fully the Creating a Better Place programme (encompassing the Medium-Term Property Strategy and Housing Strategy) which is a significant element of the Council's planned Capital Expenditure over the five-year period 2025/26 to 2029/30.

Annex C of Appendix 1, to the report set out the proposed capital expenditure and financing for the period covered by the Capital Strategy, 2025/26 to 2029/30.

The Strategy also advises that the Council is proposing to continue the use the flexibility provided by the Government to use capital receipts to fund the revenue cost of transformation. The 2025/26 to 2029/30 revenue budget will utilise up to £2.600m in 2025/26 and up to £2.000m of such funding from capital receipts in each subsequent financial year.

The 2024/25-month 9 capital monitoring position presented alongside this report includes expenditure projections that are a key determinant of the 2025/26 programme. The projected outturn spending position for 2024/25 is £87.261m. The Place and Economic Growth Directorate, which manages all of the major regeneration projects, constitutes the main area of expenditure. Prudential Borrowing (£47.566m) provides the main source of financing, followed by Grants and Other Contributions (£32.584m).

Actual expenditure to 31st December 2024 was £53.478m (61.23%) of the forecast outturn), a lower spending profile than that in previous years. The position will be kept under review and budgets will continue to be managed in accordance with forecasts.

The Council has set out its capital programme for the period 2025/26 to 2029/30 based on the principles of the Capital Strategy. The Capital Programme and Capital Strategy are influenced by the level of resources considered available. The level of prudential borrowing included reflects the financing available in the revenue budget, capital receipts align with forecasts, and grant funding and other contributions are based on already notified allocations or best estimates at the time of preparation. If additional resources become available, projects that meet the Council's strategic capital objectives will be brought forward for approval.

As at month 9, the anticipated capital expenditure over the five-year life of the 2024/25 to 2028/29 strategy was £262.077m, taking 2024/25 aside (£87.260m), this leaves £174.817m for the remainder of the approved 2025/26 to 2028/29 capital programme.

The revised capital programme includes proposed expenditure for 2025/26 of £108.501m, of which the largest category is £80.617m of expenditure on regeneration, schools, transport and infrastructure projects within Place and Economic Growth Directorate. Total expenditure decreases to £29.991m, £29.680m, £ 6.647m and £5.219m in 2026/27, 2027/28, 2028/29 and 2029/30 respectively.

The Government is continuing to provide significant levels of grant funding. The main sources of grant income are the Levelling Up Fund Grant of £17.763m, Towns Fund at £10.235m, along with Green Heat Network Fund of £7.700m. There are also considerable resources allocated to the Council for Transport related schemes (£17.189m) via the Greater Manchester Combined Authority (GMCA)/Transport for Greater Manchester (TfGM).

The grant funding provided by Government can be split into two categories: un-ringfenced and ringfenced resources, as explained in Section 9 of the Capital Strategy. The majority of capital Government Grant funding is ringfenced. Resources classified as ringfenced must be utilised to finance particular categories of expenditure and therefore are restricted in their use. The 2025/26 capital programme relies on £52.250m of ringfenced and £8.449m of un-ringfenced grants.

Contrary to previous years, the major source of financing is now grant funding and contributions (£60.800m) followed by prudential borrowing (£39.855m), demonstrating a reduced reliance on external borrowing and reducing the impact to the revenue budget. The timing of the borrowing is linked to the cash position of the Council and may therefore not mirror the spending/financing profile set out above.

There will be a continued review of capital spending requirements as the Council has further Capital investment ambitions, but affordability and deliverability will be a key consideration in this regard. It is, however, possible that the capital position may change prior to the start of 2025/26 and during the year due to:

- The outcome of specific grant bids may be announced during the last quarter of 2024/25.
- The outcome of specific grant bids announced during 2025/26.
- It is also likely that there will be new initiatives announced in 2025/26.
- There may also be the opportunity to bid for additional funding.
- The Council may identify other funding sources, including capital receipts, to finance additional capital expenditure.

Therefore, the overall capital programme position will be kept under review and any new information regarding funding allocations will be presented to Cabinet Members in future reports.

Options/Alternatives considered:
There were two options that the Cabinet were asked to consider:

A. To accept the proposed recommendations of Capital Strategy and Capital Programme for 2025/26 to 2029/30, Flexible Use of Capital Receipts Policy, Treasury Management Indicators, and MRP policy.
B. Suggest an alternative approach to capital investment for 2025/26 to 2029/30, including the revision of capital priority areas.

The preferred Option was A – that the Cabinet accept the proposed Capital Strategy and Capital Programme for 2025/26 to 2029/30, Treasury Management indicators and MRP policy.

Resolved:
That the Cabinet approve and commend to Council:

1. The Capital Strategy for 2025/26 to 2029/30 at Appendix 1 of this report and summarised at section 2.1 of the report.
2. The capital programme for 2025/26 and indicative programmes for 2026/27 to 2029/30 at Annex C of Appendix 1, to the report and summarised at sections 2.2 to 2.5 of this report.
3. The Flexible Use of Capital Receipts Strategy as presented at Annex D of Appendix 1, to the report.
4. The Minimum Revenue Provision (MRP) Policy Statement 2025/26 and method of calculation and Prudential Indicators detailed in Appendix 2, to the report.

11 HOUSING REVENUE ACCOUNT ESTIMATES FOR 2025/26 TO 2029/30 AND FORECAST OUTTURN FOR 2024/25

The report sets out for the Housing Revenue Account (HRA), the detailed budget estimates for 2025/26, the strategic estimates for the four years 2026/27 through to 2029/30 and outturn estimate for 2024/25. The report also sets out the recommended dwelling, non-dwelling rents and service and concierge charges to be applied from April 2025.

The report sets out the HRA 2025/26 proposed original budget and the forecast outturn for 2024/25. The opportunity is also taken to present the provisional strategic budgets for 2026/27 through to 2029/30. HRA activities are a key element of the Council's Housing Strategy (approved by Council on 10 July 2019) which aims to provide a diverse Oldham housing offer that is attractive and meets the needs of different sections of the population at different stages of their lives.

After taking all relevant issues into account, the projected financial position for 2024/25 was estimated to be a £1.643m favourable variance when compared to the original budget forecast for 2024/25 approved at the Budget Council meeting, 28 February 2024. Of this variance, £0.531m is due to increased rental income (mainly backdated rental income in relation to Holly Bank and Primrose Bank), £0.492m is a reduction in forecast capital spend., and the balance is across a number of areas, but mainly utility charges and aids and appliances. The HRA balances brought forward into 2024/25 were also £0.222m greater than had been forecast. The estimated balances at the end of 2024/25 are projected to be £21.214m, which would be sufficient to meet future operational commitments and the potential financial pressures identified in the risk assessment.

The 2025/26 position had been presented after allowing for a proposed increase in dwelling rents of 2.7%, an increase in non-dwelling rents in line with individual contracts, a nominal increase of 2% on service charges and the setting of Extra Care Housing concierge charges to fully recover costs. The majority of HRA tenants are either the recipient of Housing Benefit or Universal Credit and coupled with the recent increase in the Local Housing Allowance, it is assumed that the proposed increase in rents will not be an additional financial pressure to the majority of tenants.

The financial projections for the HRA over the period 2024/25 to 2029/30 show an overall reduction in the level of balances from £21.106m at the start of 2024/25 to £14.625m at the end of 2029/30. These will be supplemented by a new smoothing reserve that will be created to allow for a change in the Council's Minimum Revenue Provision Policy (MRP), approved in December 2024. Although this will see a significant increase in overall HRA reserves each year until 2036/37, the balances accrued in this reserve will be fully required to pay MRP over the proceeding ten years. For the purposes of this report, the new smoothing reserve balance is not included in the figures shown, as it is not available to fund other HRA activity.

The HRA detailed budget for 2025/26 and strategic estimates for the four years 2026/27 to 2029/30 and the outturn estimate for 2024/25 were presented to the Governance, Strategy and Resources Scrutiny Board on 29 January 2025. The Committee was content to commend the report to Cabinet without amendment.

Options/alternatives considered:
none reported.

Resolved:
That the Cabinet approves the report and commends to Council:
1. The Forecast HRA outturn for 2024/25 (as detailed at Appendix A, to the report).
2. The proposed HRA budget for 2025/26 (as detailed at Appendix B, to the report).
3. the Strategic estimates for 2025/26 to 2029/30 (as detailed at Appendix D, to the report).
4. The proposed increase to dwelling rents for all properties of 2.7%.
5. The proposed increase to non-dwelling rents as per individual contracts.
6. The proposal that service charges are increased by 2%.
7. the proposal to set Extra Care Housing concierge charges to fully recover actual costs.

12 **TREASURY MANAGEMENT STRATEGY 2025/26 - INCLUDING THE ANNUAL INVESTMENT STRATEGY, BORROWING STRATEGY AND PRUDENTIAL INDICATORS**

The Cabinet received a report of the Assistant Director of Finance which presented the Treasury Management Strategy for 2025/26.

The report outlined the Treasury Management Strategy for 2025/26, the Annual Investment Strategy, Borrowing Strategy, and Prudential Indicators.

The Council is required through regulations supporting the Local Government Act 2003 to ‘have regard to’ the Prudential Code. It is required to produce an annual Treasury Strategy for borrowing and to prepare an Annual Investment Strategy setting out the Council’s policies for managing its investments and for giving priority to security and liquidity of those investments.

The Strategy for 2025/26 covers.
• Economic Update
• Prospects for Interest Rates
• The Current Balance Sheet and Treasury Position
• Liability Benchmark
• The Borrowing Strategy
• Debt Rescheduling
• The Investment Strategy

• Approved Counterparties, risk management and Investment Limits
• Treasury Indicators which limit the treasury risk and activities of the Council

The report therefore outlined the implications and key factors in relation to each of the Capital and Treasury Management issues, referred to above and makes recommendations with regard to the Treasury Management Strategy for 2025/26. The report also includes the most recently available economic background commentary which reflects the position as at December 2024.

The proposed Treasury Management Strategy is presented to Cabinet to enable scrutiny of the report before it receives further consideration by the Council on 6th March 2025. The Cabinet was advised that the report had been considered at the Audit Committee, at its meeting on 30th January 2025, where the recommendations, ontained therein were endorsed. The Assistant Director of Finnance reported that any comments from Cabinet will be incorporated into the report that is to be presented to Council.

Options/alternatives considered:
The Cabinet was informed that in order to comply with the CIPFA Code of Practice on Treasury Management, the Cabinet had no option other than to consider and commend the content of the report to Council. Therefore, no options/alternatives were presented.

Resolved:
That the Cabinet after a detailed consideration commends the report to Council, noting in particular:

a. The Capital Financing Requirement (CFR) Projections as detailed at paragraph 2.4.1 of the report.
b. The Projected Balance Sheet position as at 31st March 2025 and future years as detailed at paragraph 2.4.1 of the report.
c. The Liability Benchmark as detailed at section 2.5 of the report.
d. The Borrowing Strategy for 2025/26 as detailed at paragraph 2.6 of the report.
e. The Annual Investment Strategy as detailed at paragraph 2.7, of the report, including counterparties and treasury limits.
f. The Treasury Management Prudential Indicators at detailed at paragraph 2.8 of the report.

13 **PAY POLICY STATEMENT 2025/26**

The Cabinet considered a report of the Assistant Director of Finance which described that under Section 112 of the Local Government Act 1972, the Council has the ‘power to appoint officers on such reasonable terms and conditions as the Authority thinks fit, subject to Section 41 of the Localism Act 2011’.

The submitted Pay Policy Statement (the 'Statement') sets out the Council's approach to pay policy in accordance with the requirements of Section 38 to 43 of the Localism Act 2011.

The purpose of the Statement is to provide transparency and accountability with regard to the Council's approach to setting the pay of its employees. It excludes teaching and other school staff working for the Local Authority under the purview of a School Governing Body. It identifies:

- The methods by which salaries of employees are determined.
- The detail and level of remuneration of its most senior staff, i.e. 'chief officers', as defined by the relevant legislation.
- The Committee(s) responsible for ensuring the provisions set out in this statement are applied consistently throughout the Council and recommending any amendments to the full Council.

Resolved:
that the report be noted.

14 **OLDHAM COUNCIL ARMED FORCES COVENANT AND EMPLOYER RECOGNITION SCHEME**

The Cabinet considered a report of the Assistant Director (Strategy and Performance), which sought approval of an updated Armed Forces Covenant for Oldham Council.

The Council has a statutory duty under the Armed Forces Act 2006, as amended by the Armed Forces Act 2021, to pay due regard to the Armed Forces Covenant principles when exercising certain functions.

Prior to the implementation of the statutory duty under the Armed Forces Act 2021, the Council chose to pledge its commitment to the Armed Forces community by promising to honour the Armed Forces Covenant. This pledge was last made in 2013. In 2017 the Council received the Armed Forces Covenant Employer Recognition Scheme Silver Award, and this was renewed in 2022. Since 2021, the Council has consistently gone beyond its duty to the Armed Forces community, as evidenced in this report.

To further build on its work, this report recommends that the Council shall re-pledge its promise to honour the Armed Forces Covenant, and that the endeavours relating to its support of the Armed Forces community, as detailed in this report, shall be noted. An application for the Armed Forces Covenant Employer Recognition Scheme Gold Award is to be made prior to 12 March 2025.

Options/alternatives considered:
Option 1: To note the support the Council is already providing to the Armed Forces community along with other workstreams underway and approve that Oldham Council shall make a new pledge that it will honour the appended Armed Forces Covenant.

This will allow the Council to display its re-affirmed commitment to supporting the Armed Forces community.
Option 2: Note the support the Council is already providing to the Armed Forces community, along with other workstreams underway, but do not approve a new pledge that Oldham Council will honour the appended Armed Forces Covenant. This will reflect poorly on Oldham Council, with the previous covenant pledge being made 11 years ago.
The preferred Option is Option 1.

Resolved:
1. To note the support the Council is already providing to the Armed Forces community along with other workstreams underway.
2. To approve a new pledge that the Council will honour the appended Armed Forces Covenant.

The meeting started at 6.00pm and ended at 6.37pm

Oldham Council

Report to CABINET

Local Development Scheme 2025 Update

Portfolio Holder: Councillor Elaine Taylor, Deputy Leader and Cabinet Member for Decent Homes

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

Report Author:
Peter Richards, Assistant Director for Planning, Housing Delivery and Strategic Transport
Elizabeth Dryden-Stuart, Strategic Planning and Information Team Leader

3 March 2025

Reason for Decision

On 12 December 2024 the Deputy Prime Minister wrote to all local authority leaders and Metro Mayors across England to introduce the revised National Planning Policy Framework (NPPF) and proposed planning reforms, and to request all councils to review and update their timetables for getting an up-to-date development plan in place within the next 12 weeks – so by 6 March 2025.

The Places for Everyone Joint Development Plan (PfE), adopted 21 March 2024, forms part of Oldham's Development Plan. However, as a high-level strategic plan it does not cover everything that a Development Plan needs to address, and it was always intended for each borough to adopt their own "Part 2" Local Plan to sit alongside PfE.

As such, there remains a need to progress the Oldham Local Plan to provide locally-specific and up-to-date policies, particularly in relation to the delivery of affordable housing and achieving the right housing mix to meet our needs and address the housing crisis across the borough.

The Local Development Scheme (LDS) is effectively a project plan and timetable for preparing development plan documents. Oldham's LDS was last updated on 22 December 2023 and the timetable for the Part 2 Local Plan has slipped since this time. As a result, the current LDS is not up-to-date and there is a need to prepare a new LDS that covers the Part 2 Local Plan in order to meet the requirements set out in the letter from

MHCLG and ensure that we have an up-to-date local planning policy framework in place for the Borough.

On 12 February 2025, a Motion was agreed at an Extraordinary Council Meeting to write to the Deputy Prime Minister to ask her to revoke PfE as it relates to Oldham borough. At the time of writing this report, the Deputy Prime Minister has not replied to that letter, and so PfE is still a part of the Development Plan for Oldham. Subject to the response received from the Deputy Prime Minister there are two options regarding how to progress the Local Plan and LDS – these are set out in the report and in the recommendations as below.

Recommendations

Due to the Governments deadline of 6 March 2025, this report has different recommendations for members to review and approve, subject to the decision of the Deputy Prime Minister in relation to the revocation of PfE for Oldham borough:

1. Were the request to revoke PfE as it relates to Oldham borough is <u>rejected,</u> the Local Plan would continue to be progressed as a Part 2 Local Plan alongside PfE, in line with programme set out in the LDS 2025 Update and this report.

- Cabinet Members are asked to approve the update and publication of the Council's Local Development Scheme 2025 Update; or

2. Were the request to revoke PfE as it relates to Oldham borough is <u>accepted,</u> PfE would no longer be part of the Development Plan for Oldham and a new LDS would need to be prepared setting out a programme for preparing a brand new single Local Plan document for Oldham, and the deadline set by the Deputy Prime Minister for publishing a new LDS will not be met. Officers would prepare a new LDS as soon as possible and bring it to the first scheduled Cabinet meeting of the new municipal year in June for consideration.

- Cabinet Members are asked to note that the deadline for publishing a new Local Development Scheme by 6 March 2025 will not be met by Oldham Council, but that a revised LDS for the preparation of a brand new, single Local Plan for Oldham borough will be brought to Cabinet in June 2025 for consideration.

This report is time limited insofar that the government has requested that all local authorities must publish details of their Local Development Scheme, three days after this Cabinet meeting, on 6th March 2025. This deadline would be impossible for Oldham Borough Council to reach if this particular decision was subject to the normal call-in process, which would likely not expire until 11th March 2025, at the earliest. Therefore, the Chair of the relevant Scrutiny Board (Place, Economic Growth and Environment), Councillor Junaid Hussain, has, under Rule 14 of the Council's Constitution exempted this decision from the call-in process.

Resolved:
That the actions of the Chair of the Place, Economic Growth and Environment Scrutiny Board, in exempting this decision from the call-in process, be noted.

Local Development Scheme 2025 Update

1 Background

1.1 On 12 December 2024 the Deputy Prime Minister wrote to all local leaders and Metro Mayors across England to introduce the revised National Planning Policy Framework (NPPF) and proposed planning reforms. As part of the transitional arrangements for moving towards universal coverage of local plans all councils were asked to review and update their timetables for getting an up-to-date plan in place within the next 12 weeks – so by 6 March 2025. It was also made clear that the Ministry of Housing, Communities & Local Government (MHCLG) are prepared to use their intervention powers if necessary to ensure updated timetables are prepared, suitably ambitious plans are progressed and sound plans are adopted.

1.2 The Places for Everyone Joint Development Plan (PfE), adopted 21 March 2024, forms part of Oldham's Development Plan. The Plan sets out the spatial strategy for the PfE districts; identifies the amount of new development that will come forward across the 9 districts, in terms of housing, offices, and industry and warehousing, and the main areas in which this will be focused; supports the delivery of key infrastructure, such as transport and utilities; and protects the important environmental assets across the city region. However, as a high-level strategic plan it does not cover everything that a Development Plan needs to address. Indeed many policies state that further detail is to be provided in districts' local plans. This includes policy areas such as affordable housing; the type and size of new housing; sport and recreation – as it is felt that these matters are better addressed at a local level.

1.3 Member engagement carried out as part of the recent Council Motion on Places for Everyone has highlighted the need, and support for, locally-specific and up-to-date policies to be in place – with or without PfE – particularly in relation to the delivery of affordable housing and achieving the right housing mix to meet our needs and address the housing crisis across the borough. As such, in line with the recently updated NPPF, it is proposed to progress the Local Plan Review as a 'Part 2' Local Plan that will provide more detailed local policies to support the implementation of PfE in Oldham, whilst helping to deliver the borough's regeneration ambitions and priorities.

1.4 The Local Development Scheme (LDS) is effectively a project plan and timetable for preparing development plan documents. Oldham's LDS was last updated 22 December 2023 and the timetable for the Part 2 Local Plan has slipped since this time. As such, there is a need to prepare an up-to-date LDS to meet the requirements set out in the letter from MHCLG and to ensure that we have an up-to-date local planning policy framework in place for the Borough.

1.5 The LDS links to all three Council's Corporate Plan priorities – Healthier Happier Lives, Great Place to Live and Green and Growing, in that it will ensure delivery of an up-to-date local planning policy framework that reflects our priorities and ambitions.

1.6 Other implications are limited:

Community Cohesion Implications, including crime and disorder implications under Section 17 of the Crime and Disorder Act 1998 – not applicable.
Risk Assessments – as shown in section 7 of the LDS the risks are limited and can be mitigated.

Co-operative Implications, Human Resource Implications, IT implications, Property Implications, Procurement Implications and Health and Safety Implications – delivery of the Local Plan review in accordance with the LDS timetable may require the need to commission evidence however procurement implications will be limited.

2 **Current Position**

2.1 The LDS is a public statement setting out the council's project plan for preparing the Part 2 Local Plan and other development plan documents. This LDS shall have effect from 4 March 2025.

2.1 The purpose of the LDS is to:

- Set out what planning policy documents exist and what new documents will be prepared as part of, and in support of, the borough's Development Plan;
- Set out the timescales the public can expect for the preparation and review of these documents;
- Indicate when the local community can get involved and influence the plan-making process;
- Enable work programmes to be set for the preparation of Local Plan documents; and
- Show how the programme for production of documents will establish and reflect the council's priorities and to assist the programming of other council strategies and programmes.

2.2 The LDS must be made available to the public as it is important that local communities and interested parties can keep track of progress. Once completed local authorities are therefore required to publish the LDS on their website.

2.4 The main changes to this LDS and that published in December 2023 relate to the following:

- The profiles for the Local Plan review and Policies Map (previously referred to as the Proposals Map) have been amended to reflect changes to the timetable.
- Following adoption of the Places for Everyone Joint Development Plan Document on 21 March 2024 its profile has been removed.

Oldham Local Plan

2.5 To date consultation for the Oldham Local Plan has been carried out on the:

- Regulation 18 Notification and Integrated Assessment Scoping Report - July to August 2017;
- Issues and Options – July to August 2021
- Draft Plan – January to February 2024

2.6 The remaining stages in the preparation of the Oldham Local Plan are set out in the profile at section 5 of the LDS and are as follows:

Stage	Timescale
Publication Plan (Regulation 19)	January to February 2026
Submission	May 2026
Adoption	Spring 2027

2.7 The Policies Map (previously referred to as the Proposals Map) will be updated alongside the Oldham Local Plan to the same programme.

3 **Options/Alternatives**

3.1 Option 1 - To approve and publish the Local Development Scheme 2025 Update.

Advantages – updating the LDS will ensure that an up-to-date timetable for the Oldham Local Plan is available by 6 March 2024 as per the letter from the Deputy Prime Minister dated 12 December 2024.

Disadvantages – there are no disadvantages to updating the LDS.

3.2 Option 2 – Not to approve and publish the Local Development Scheme 2025 Update.

Advantages – there are no advantages in not updating the LDS.

Disadvantages – failing to update and publish the LDS by 6 March 2024 would not meet the requirements set out in the letter from the Deputy Prime Minister dated 12 December 2024. As stated at paragraph 1.1 above it is clear that MHCLG are prepared to use their intervention powers if necessary to ensure updated timetables are prepared, suitably ambitious plans are progressed and sound plans are adopted.

4 **Preferred Option**

4.1 To approve and publish the Local Development Scheme 2025 Update.

5 **Consultation**

5.1 Not applicable for this document.

6 **Financial Implications**

6.1 The total cost to deliver the Local Development Scheme is approximately £240k. (See Appendix 2) There is £203k in the Local Plan Reserve which will be used to help fund the scheme.

6.2 The 2024/25 costs of £11,489 will be funded from existing Planning revenue budget in 2024/25 and will not require any drawdown from the reserve.

6.3 This would leave outstanding project costs from 2025/26 onwards of £227,749. This will be funded from a full reserve drawdown of £203k with the remaining £24,749 needing to be funded from Planning Base Budget.

(Mohammed Hussain)

7 **Legal Implications**

7.1 As part of its local development scheme the Council must specify the timetable for the preparation and revision of its development plan documents and in accordance with S15(8) of the Planning and Compulsory Purchase Act 2004 (as amended), the Council must revise its local development scheme at such time as they consider appropriate or when directed to do so by the Secretary of State. As stated at paragraph 1.1, the Deputy Prime Minister has asked all Councils to urgently review and update their timetables for getting an up to date plan in place. The Council must make the up-to-date text of the LDS, a copy of any amendments made to the LDS, and up-to-date information showing the state of the Council's compliance (or non-compliance) with the timetable for the preparation and revision of the development plan documents available to the public. Under the Council's Local Development Framework Scheme of Delegation, annual reviews of the LDS are the responsibility of the Portfolio Member.

(A Evans)

8 **Equality Impact, including implications for Children and Young People**

8.1 Yes – see Appendix 3

9 **Key Decision**

9.1 Yes

10 **Key Decision Reference**

11.1 ESR-03-25

12 **Background Papers**

12.1 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 :

- Letter from MHCLG on 'Building the homes we need', dated 12 December 2024
- National Planning Policy Framework, published December 2024

13 **Appendices**

13.1 Appendix 1 – Local Development Scheme 2025 Update
Appendix 2 – Local Plan review anticipated budget
Appendix 3 – Oldham Impact Assessment Tool

Appendix 1 – Local Development Scheme 2025 Update

See separate document

Appendix 2 – Local Plan review anticipated budget

Evidence						
	2024/25	**2025/26**	**2026/27**	**2027/28**	**Total**	**Comment**
Evidence committed	£6,489	0	0	0	£6,489	
Evidence to be carried out	0	£30,000	0	0	£30,000	
Evidence total	**£6,489**	**£30,000**	**0**	**0**	**£36,489**	
Preparation costs	£5,000	£12,000	£12,000	£12,000	£41,000	This encompasses contribution towards Engagement HQ of £5,000 per annum (if required), IT and design support, and costs association with consultation.
Examination costs	£0	£0	£70,000	£70,000	£140,000	This encompasses the cost of the programme officer and Planning Inspectorate fees.
Preparation total	**£5,000**	**£12,000**	**£82,000**	**£82,000**	**£181,000**	
Overall total (evidence and preparation costs)	**£11,489**	**£42,000**	**£82,000**	**£82,000**	**£217,489**	
Contingency (10%)					**£21,523**	
Overall total plus contingency					**£239,238**	**Round up to an ask for £240,000**

Appendix 3 – Oldham Impact Assessment Tool

See separate document

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Oldham Local Plan

Local Development Scheme

4 March 2025

Oldham Council

Table of Contents

1 Availability of document

1.0 This document can be made available in other formats. Please call 0161 770 4105 for information.

2 Introduction

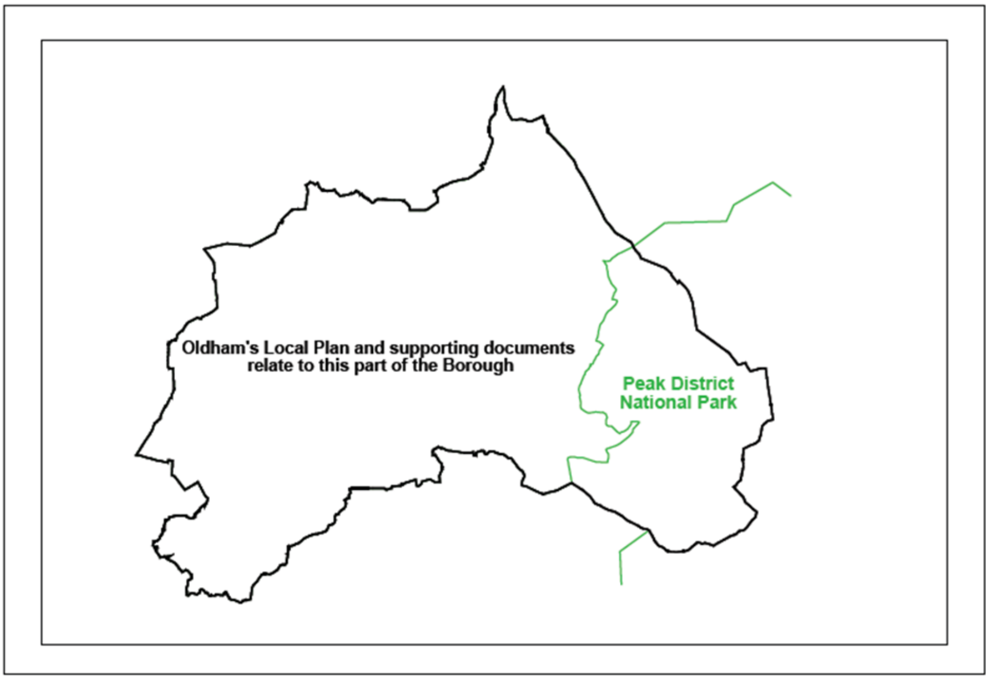
2.0 The Local Development Scheme (LDS) is a public statement setting out the council's project plan for preparing the Local Plan and its supporting documents. This LDS shall have effect from 4 March 2025.

2.1 The purpose of the LDS is to:

- Set out what planning policy documents exist and what new documents will be prepared as part of, and in support of, the Local Plan;
- Set out the timescales the public can expect for the preparation and review of these documents;
- Indicate when the local community can get involved and influence the plan-making process;
- Enable work programmes to be set for the preparation of Local Plan documents; and
- Show how the programme for production of documents will establish and reflect the council's priorities and to assist the programming of other council strategies and programmes.

2.2 The LDS sets out a programme for the preparation of Oldham's Local Plan for the whole of the borough except that part which falls within the Peak District National Park.

Figure 1 - Geographical coverage of the borough's local planning policies



2.3 The LDS must be made available to the public and kept up to date. It is important that local communities and interested parties can keep track of progress. Once completed local authorities are required to publish the LDS on their website.

2.4 The main changes to this LDS and that published in December 2023 relate to the following:

- The profiles for the Local Plan review and Policies Map (previously referred to as the Proposals Map) have been amended to reflect changes to the timetable.
- Following adoption of the Places for Everyone Joint Development Plan Document on 21 March 2024 its profile has been removed.

3 Oldham's local planning framework

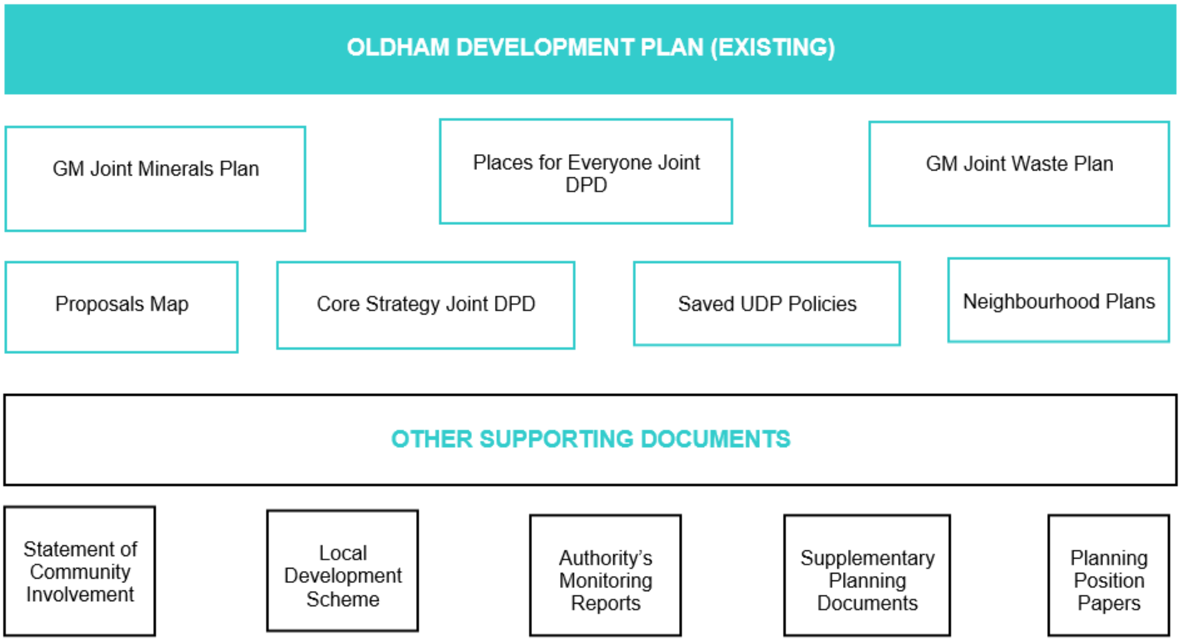
3.0 This section provides details of the individual components that make up Oldham's development plan.

3.1. Current development plan

3.1.1. Oldham's development plan, as shown in figure 2 below, is currently made up of the following:

- Places for Everyone Joint Development Plan Document, adopted March 2024[1] ;
- The Greater Manchester Joint Waste Plan, adopted April 2012[2];
- The Greater Manchester Joint Minerals Plan, adopted April 2013[3];
- The Joint Core Strategy and Development Management Policies Development Plan Document (Core Strategy), adopted November 2011[4]; and
- Proposals Map[5]

Figure 2 - Existing Oldham Development Plan Structure



3.1.2. There are also a limited number of policies from the Oldham Unitary Development

[1] https://www.greatermanchester-ca.gov.uk/what-we-do/planning-and-housing/strategic-planning/places-for-everyone/pfe-adoption/
[2] https://www.greatermanchester-ca.gov.uk/what-we-do/planning-and-housing/strategic-planning/greater-manchester-joint-waste-plan/#:~:text=The%20Waste%20Plan%20sets%20out%20policies%20to%20guide,of%20waste%20development%20across%20Greater%20Manchester%20to%202027.
[3] https://www.greatermanchester-ca.gov.uk/what-we-do/planning-and-housing/strategic-planning/greater-manchester-joint-minerals-development-plan/
[4] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/978/joint_core_strategy_and_development_management_policies_development_plan_documents_dpds
[5] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/3186/oldham_proposals_map

Plan (adopted 2006) that have been 'saved' as part of the Core Strategy and which continue to form part of the borough's Local Plan[6]. Further details can be found at section 3.5.

3.1.3. Other documents that sit alongside and support the Local Plan include:

- The Statement of Community Involvement (SCI), adopted 28 July 2021[7];
- Supplementary Planning Documents[8] (see 3.7)
- Interim Planning Position Papers[9] (see 3.8); and
- The authorities Monitoring Reports[10].

3.1.4. Further details of each of these documents are set out below.

3.2. Places for Everyone Joint Development Plan Document 2022-2039

3.2.1 Places for Everyone is a long-term plan of nine Greater Manchester districts (Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford and Wigan) for jobs, new homes, and sustainable growth. It has been published by the GMCA on behalf of the nine districts.

3.2.2 The Plan, which took effect and became part of the statutory development plan for each of the nine PfE authorities on March 21, 2024:

- sets out how the nine boroughs should develop up until 2039;
- identifies the amount of new development that will come forward across the 9 districts, in terms of housing, offices, and industry and warehousing, and the main areas in which this will be focused;
- supports the delivery of key infrastructure, such as transport and utilities;
- protects the important environmental assets across the city region;
- allocates sites for employment and housing outside of the existing urban area; and
- defines a new Green Belt boundary for Greater Manchester.

3.2.3 Supplementary planning documents may also be produced to support implementation of the Plan. Details of SPDs in preparation can be found at section 3.7.

3.3. Waste and Minerals

3.3.1. The GM Waste Plan and GM Minerals Plan were both prepared by the Greater Manchester Minerals and Waste Planning Unit on behalf of the ten Greater Manchester districts. These form part of the development plan for each of the 10 authorities, and planning applications for minerals and waste development are determined in accordance with these plans.

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[6] Saved Unitary Development Plan policies | Saved Unitary Development Plan policies | Oldham Council

[7] https://www.oldham.gov.uk/homepage/1252/statement_of_community_involvement_2021

[8] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/256/supplementary_planning_documents

[9] https://www.oldham.gov.uk/homepage/1471/interim_planning_position_papers

[10] https://www.oldham.gov.uk/info/201230/monitoring/263/oldhams_monitoring_report

3.3.2. The GM Waste Plan came into effect on 1 April 2012 and includes detailed development management policies. It also identifies sites and/or preferred areas for a range of waste management facilities. It supports Core Strategy Policy 7 on Sustainable Use of Resources –Waste.

3.3.3. The GM Minerals Plan came into effect on 26 April 2013. It includes detailed criteria-based policies in relation to minerals development across GM, as well as policies covering Areas of Search and Minerals Safeguarding Areas. It supports Core Strategy Policy 8 on Sustainable Use of Resources – Minerals.

3.3.4. A review of the GM Waste and Minerals Joint Plans will be undertaken to determine whether an update to these plans may be required. Any planned update to these plans will be reflected in a future LDS update as appropriate.

3.4. Joint Core Strategy and Development Management Development Plan Document

3.4.1. Oldham's Joint Core Strategy and Development Management Policies Development Plan Document (Core Strategy) was adopted in November 2011.

3.4.2. The Core Strategy is made up of the:

- Core Strategy, which sets out a spatial vision, strategic objectives, a planning and development strategy and a monitoring and implementation framework for achieving delivery; and
- Development Management policies, which set out criteria against which all applications for development and use of land or buildings will be assessed.

3.4.3. All other documents forming part of, and sitting underneath, the Core Strategy, such as Neighbourhood Plans and Supplementary Planning Documents, must be prepared in conformity with it.

3.4.4. There are several Core Strategy policies that have been superseded, in whole or part, by policies contained within Places for Everyone following its adoption. Further details can be found at PfE Appendix A.4[11].

3.4.5. A review of the Core Strategy is underway. See section 4.3 for further details.

3.5. Saved Unitary Development Plan policies

3.5.1. Oldham Council adopted the Unitary Development Plan (UDP) on 14 July 2006. At the time the UDP policies were automatically 'saved' for a period of three years under the 2004 Planning Act. The Secretary of State, in May 2009, agreed to extend the life of the UDP policies until they are replaced by the relevant part of the Local Plan.

[11] https://www.greatermanchester-ca.gov.uk/media/2drduk0t/places-for-everyone-joint-development-plan-dec24.pdf

3.5.2. Most of the 'saved' UDP policies have now been superseded by the Core Strategy, the GM Waste and Minerals Plans and (most recently) Places for Everyone. There are however a small number of UDP policies that remain ‘saved’ as part of the Local Plan. Details of the current ‘saved’ UDP policies can be found on the council’s website[12].

3.6. Proposals Map

3.6.1. The purpose of the Proposals Map[13] is to spatially reflect all development plan policies, designations and proposals across the borough.

3.6.2. The Proposals Map was adopted in November 2011 alongside the Core Strategy. The Proposals Maps must be updated whenever a new DPD is adopted that has a site-specific element to it. As such Oldham’s Proposals Map has been updated following adoption of the GM Waste and Minerals Plans and (most recently) Places for Everyone.

3.6.3. The proposals map (to be referred to as the Policies Map going forward) will be updated upon adoption of the Oldham Local Plan.

3.7. Supplementary Planning Documents

3.7.1. Supplementary Planning Documents (SPDs) expand on policies contained in the Local Plan, providing more guidance to help in their interpretation and implementation.

3.7.2. The Vibrant Centres SPD[14], adopted 23 July 2012 supports Core Strategy policies 15 and 16. The SPD:

- Provides clear and consistent guidance for promoting and maintaining the vitality and viability of Oldham Town Centre and the borough’s other Centres.
- Provides clear and consistent guidance for new proposals and for changes of use for food and drink uses including hot food takeaways.
- Manages the concentration and clustering of hot-food takeaways and their potential impact on the local environment or amenity of neighbouring residents and businesses.
- Ensures all relevant development contributes positively to the visual appearance of the area during opening and non-opening hours.

3.7.3. The Oldham Town Centre Conservation Area Appraisal and Management Plan (CAAMP) SPD[15] was adopted 19 August 2019 and supports Core Strategy Policy 24 on the Historic Environment. In particular:

[12] https://www.oldham.gov.uk/downloads/file/6788/saved_udp_policies_document
[13] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/3186/oldham_local_plan_proposals_map_adopted_21_march_2024
[14] https://www.oldham.gov.uk/downloads/download/570/draft_vibrant_centres_spd
[15] https://www.oldham.gov.uk/downloads/download/1599/oldham_town_centre_conservation_area_appraisal_and_management_plan_caamp_supplementary_planning_document_spd

- The CAAMP SPD aims to understand the significance of the Oldham Town Centre Conservation Area and suggests opportunities to enhance its character and appearance.
- The appraisal proposes four extensions to the existing Oldham Town Centre Conservation Area boundary. The extensions have been designated under section 69 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and will be treated as a material planning consideration until formally adopted through the Local Plan review process.
- The Management Plan has followed on from the appraisal of the conservation area. It sets out policies and recommendations around enhancement and regeneration of the conservation area as well as community engagement.

3.7.4. The following documents were prepared to support the Unitary Development Plan and the parent policies for these documents have been superseded, either by Places for Everyone or the Joint DPD. They do however provide useful guidance where appropriate and have been retained for information.

- Urban Design SPD[16];
- Air Quality and Development SPD[17]; and the
- Contaminated Land SPD[18].

3.8. Interim Planning Position Papers

3.8.1. In addition to the SPDs the council has prepared several Interim Planning Position Papers, to provide further advice and guidance on the interpretation and implementation of policies in the Local Plan. These have less weight than an SPD but are material considerations in the determination of relevant planning applications.

3.8.2. The Interim Planning Position Paper on Securing Affordable Housing[19] provides further detail on the implementation of Policy 10 on Affordable Housing. The Paper will be used when assessing planning applications and development proposals requiring affordable housing.

3.8.3. The Other Protected Open Land Interim Planning Position Paper[20] sets out how the council will consider Other Protected Open Land (OPOL) when assessing planning applications for development that may impact on the OPOL.

3.8.4. The Education Contributions Interim Planning Position Paper[21] sets out how the council will deal with education contributions for the borough when determining

[16] https://www.oldham.gov.uk/downloads/download/483/urban_design_guide_supplementary_planning_document
[17] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/256/supplementary_planning_documents
[18] https://www.oldham.gov.uk/info/201229/current_local_planning_policy/256/supplementary_planning_documents
[19] https://www.oldham.gov.uk/homepage/1409/interim_planning_position_paper_on_securing_affordable_housing
[20] https://www.oldham.gov.uk/downloads/file/7112/other_protected_open_land_interim_planning_paper
[21] https://www.oldham.gov.uk/downloads/file/7115/education_contributions_interim_position_paper

planning applications for relevant developments that may impact on education provision, such as school places.

3.8.5. The Open Space Interim Planning Position Paper[22] sets out how the council will deal with open space contributions for the borough when determining planning applications for relevant development that may impact on open spaces. It must be read alongside Core Strategy Policy 23 on Open Spaces and Sports. In particular, the Paper:

- Identifies factors that should be considered when assessing if an open space contribution is considered appropriate;
- Details the types of open space contribution that may be considered appropriate; and
- Provides details on laying-out and maintenance costs of open spaces to act as guidance in negotiations.

3.8.6. The Supporting Oldham's Economy Interim Planning Position Paper[23] provides further guidance on the interpretation and implementation of Core Strategy Policy 14 on Supporting Oldham's Economy. Policy 14 sets out that where the council is minded to permit the loss of an employment site it will work with developers to secure measures, as appropriate, to support Oldham's economy. The position paper provides further clarification, and examples, of the measures listed in Policy 14.

3.9. Statement of Community Involvement

3.9.1. The planning system places emphasis on community involvement in the preparation of a Local Plan. The council's Statement of Community Involvement (SCI) outlines when and how the council will engage the community and stakeholders in the preparation of the Local Plan and other planning documents. It outlines how we will provide guidance and assistance to neighbourhood planning groups. It also sets out how the community will be consulted on planning applications. The current SCI[24] was adopted in July 2021.

3.10. Monitoring Reports

3.10.1. The authorities Monitoring Report is prepared and published annually. It monitors and reviews the implementation of policies in the Local Plan and provides information on the progress of documents identified for production. The report also provides detailed information on levels of house building and the borough's potential housing land supply, including the five-year deliverable housing land supply.

3.10.2 The most recent Monitoring Report was published January 2025 and covers the period 1 April 2023 to 31 March 2024[25]. Following its adoption in March 2024 the Monitoring Report now also reports on the implementation of Places for Everyone.

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22 https://www.oldham.gov.uk/downloads/file/2293/open_space_interim_planning_position_paper
23 https://www.oldham.gov.uk/downloads/file/2503/supporting_oldhams_economy
24 https://www.oldham.gov.uk/homepage/1252/statement_of_community_involvement_2021
25 https://www.oldham.gov.uk/info/201230/monitoring/263/oldhams_monitoring_report

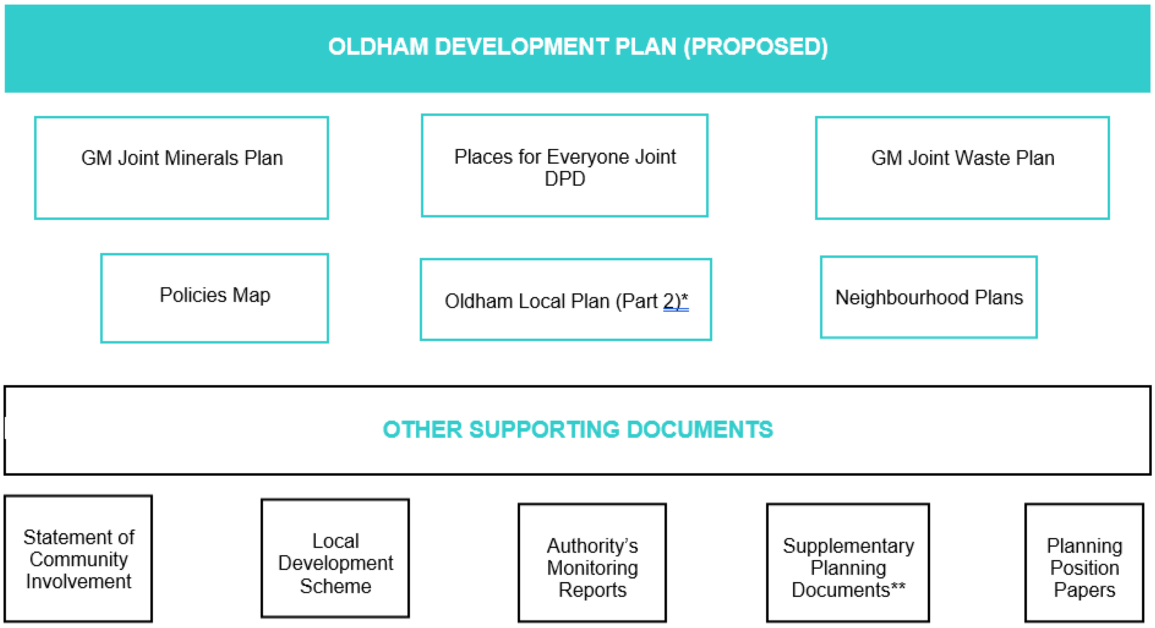
3.11. Community Infrastructure Levy

3.11.1 Oldham Council has not commenced formal preparation of a Community Infrastructure Levy (CIL) charging schedule but will keep this under review.

4 Documents to be prepared as part of Oldham's Development Plan

4.0 This section provides further details regarding the documents that are to be prepared as part of Oldham's Development Plan.

Figure 3 - Proposed Oldham Development Plan Structure



*To be prepared
**Includes SPDs prepared to support Places or Everyone and Oldham Local Plan

4.1. Places for Everyone – Joint Supplementary Planning Documents

4.2.1 Places for Everyone took effect and became part of the statutory development plan for each of the nine PfE authorities on 21 March 2024. To support the implementation of policies within PfE two joint SPDs are currently being prepared:

- **Holcroft Moss Planning Obligations SPD**[26] – applies across the whole PfE Plan area and seeks to provide further guidance on how criterion 17 of Policy JP-C8: Transport Requirements of New Development will be implemented. Criterion 17 seeks to ensure new development does not have an adverse impact on the protected habitats and species of Holcroft Moss, which is within the Manchester Mosses Special Area of Conservation (SAC). The SPD is applicable to all nine PfE Plan local authority areas (excluding that part of Oldham within the Peak District National Park).

[26] https://www.greatermanchester-ca.gov.uk/what-we-do/planning-and-housing/strategic-planning/places-for-everyone/joint-supplementary-planning-documents/holcroft-moss-planning-obligations-spd/

- **South Pennines SPD**[27] – applies across the three Local Authority areas of Oldham, Rochdale and Tameside, apart from that part covered by the Peak District National Park. Provides further guidance on the implementation of criterion 7 of Policy JP-G5: Uplands, which seeks to ensure new development does not have an adverse impact on three designated protected habitat sites that make up the South Pennine Moors SAC/SPAs.

4.2. Oldham's Local Plan

4.3.1 Whilst PfE forms part of Oldham's Local Plan, it is a high-level strategic plan and as such does not cover everything that a district local plan would. As such, the council is continuing to progress a review of its Core Strategy. In line with the recently updated NPPF this will be a 'Part 2' Oldham Local Plan that will provide more detailed local policies to support the implementation of PfE in Oldham, whilst supporting delivery of the borough's regeneration ambitions and priorities.

4.3.2 To date consultation has been carried out on the:

- Regulation 18 Notification and Integrated Assessment Scoping Report - July to August 2017;
- Issues and Options – July to August 2021
- Draft Plan – January to February 2024

4.3.3 Further details and the timetable for reviewing the Local Plan, and Policies Map, is set out in the Local Plan profile in section 5.

4.3. Neighbourhood Planning

4.3.4 Neighbourhood planning gives communities direct power to develop a shared vision for their neighbourhood and deliver the sustainable development they need.

4.3.5 Neighbourhood Plans must be in general conformity with the strategic policies of Places for Everyone and the Local Plan and be aligned with the strategic needs and priorities of the wider local area. Neighbourhoods should plan positively to support the Local Plan and should not promote less development than that set out in the plan or undermine its strategic policies. Once in place they become part of the Local Plan and the policies contained within them are then used in the determination of planning applications. More information on Neighbourhood Planning[28] can be found on the council's website.

4.3.6 There are two neighbourhood areas designated in Oldham:

- **Saddleworth Neighbourhood Area**[29] which covers the whole parish area (part of which also falls within the Peak District National Park Authority[30]).

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27 https://www.greatermanchester-ca.gov.uk/what-we-do/planning-and-housing/strategic-planning/places-for-everyone/joint-supplementary-planning-documents/south-pennine-moors-spd/

28 https://www.oldham.gov.uk/info/201235/neighbourhood_planning

29 https://www.oldham.gov.uk/info/201235/neighbourhood_planning/2936/saddleworth_neighbourhood_plan

30 An application was also made to the Peak District National Park Authority which covers part of the Parish Council area.

Saddleworth Parish Council consulted on a draft Saddleworth Neighbourhood Plan from April to June 2024[31]. This consultation was carried out under regulation 14 of the Neighbourhood Planning (General) Regulations 2012 (as amended). The next stage are steps 3 and 4 – pre-submission consultation and submission.

- **Chadderton Neighbourhood Area**[32] which covers the three wards of Chadderton Central, Chadderton North and Chadderton South. Approval to designate The New Chadderton Partnership as a Neighbourhood Forum and the Chadderton Neighbourhood Area was granted 28 February 2022. Preparation of the neighbourhood plan has now commenced.

[31] https://www.saddleworthparishcouncil.org.uk/neighbourhood-plan-consultation/
[32] https://www.oldham.gov.uk/info/201235/neighbourhood_planning/2937/chadderton_neighbourhood_plan

5 Profiles

5.0 This chapter sets out the subject matter and geographical areas for the following documents, along with the timetables for their preparation:

- Oldham Local Plan; and
- Policies Map

5.1. Oldham Local Plan

Title	**Oldham Local Plan**
Role and Content	The Oldham Local Plan will be prepared in conformity with the NPPF and Places for Everyone. As a Part 2 Local Plan to Places for Everyone it will deal with matters at the local level, setting out the spatial vision, strategic objectives and strategy for Oldham. It will cover planning policies and site allocations, where they provide additional policy direction for Oldham, in relation to: sustainable development; natural environment; housing; economy and employment; green belt and other protected open land; design, built environment and heritage; retail and town centres; transport and accessibility; climate change and flood risk; communities, health and well-being; infrastructure; open spaces, sports and recreation; and safeguarded land. The Oldham Local Plan will be accompanied by an updated Policies Map (see profile below).
Status	Development Plan Document
Chain of conformity	Relevant national planning policy and guidance (NPPF and NPPG), Places for Everyone, GM Waste Plan, GM Minerals Plan, SCI and having regard to other local strategic plans, programmes, policies and initiatives as appropriate.
Geographical coverage	Borough-wide, except for that part of the borough that is the planning responsibility of the Peak District National Park Authority.

Timetable	
Regulation 18 Notification and Integrated Assessment Scoping Report	July to August 2017
Issues and Options (Regulation 18)	July to August 2021
Draft Plan (Regulation 18)	January to February 2024
Publication Plan (Regulation 19)	January to February 2026
Submission	May 2026
Adoption	Spring 2027
Arrangements for production and monitoring	
Organisational lead	Deputy Chief Executive (Place)
Management arrangements	Preparation led by Oldham Council Strategic Planning and Information Team. To be approved in accordance with the council's Local Planning Scheme of Delegation.
Resources	Lead role by Oldham Council Strategic Planning and Information Team. Input from other council directorates and partner organisations as appropriate.

Timetable	
	Local Plan to be prepared in-house. Supporting evidence base may be commissioned as necessary. The Planning Inspectorate, on behalf of the Secretary of State, will be responsible for carrying out the independent examination into the Local Plan and production of the Inspectors Report.
Community and stakeholder involvement	Community and stakeholder involvement will be in accordance with the council's SCI and statutory requirements.
Policies Map	A new policies map will be produced to support the Local Plan (see below).
Monitoring and review	Performance of the Local Plan will be assessed against the Local Plan monitoring framework and reported through the authorities Monitoring Report.

5.2. Oldham (Part 2) Local Plan Policies Map

5.2.1 Preparation of the Policies Map will follow the same timeline as set out for the Oldham Local Plan (see above).

6 Monitoring and review

6.1 The council is required to monitor, on at least an annual basis, how:

- Effective its policies and proposals are in meeting its vision and strategy for the future development of the borough; as well as:
- How it is performing against the timescales set out within its LDS.

6.2 Information on the effectiveness of the LDS is contained in the authorities monitoring report (AMR) which is published annually in December / January.

6.3 The AMR reports progress:

- On the timetable and milestones for the preparation of documents set out in the LDS, including the reasons why they are not being met;
- On the delivery of policies in the Local Plan (including the Greater Manchester Waste and Minerals Plans and Places for Everyone). Where the information is available this will include progress on any relevant targets and highlight any unintended significant effects of the implementation of the policies on social, environmental and economic objectives. Where policies and targets are not being met, are not on track or are having unintended effects, reasons will be provided along with any appropriate actions to redress the matter. Policies may also need to change to reflect changes in national policy; and
- Against housing targets, and an update of the housing trajectory to demonstrate how policies are delivering housing provision in the Borough.

7 Risk assessment

7.1 Every effort will be made to ensure that the programme for the preparation of documents prepared as part of the Local Plan will be fulfilled. Nevertheless, there are clearly various risks which could potentially impact upon the ability to adhere to the timetable and it is important to identify these risks and consider how they may be minimised. Key risks associated with the preparation of the Local Plan and delivery of the LDS to timetable are identified below, together with an indication as to how they will be managed and minimised.

Risk	Action to mitigate risks / comments
Local Plan programme slippage	There are risks that the key milestones may not be met, resulting in potential delay to the review of the Local Plan. Risk will be managed through ensuring that effective and proper project management arrangements are in place.
Increasing financial costs	There are risks regarding increasing financial resources required to prepare the necessary supporting evidence base as well as the document itself that may result in the review of the Local Plan being delayed. These risks will be managed through ensuring that there are effective budget management arrangements in place.
Consultation fatigue	There is a risk that work on documents prepared as part of the Local Plan could overwhelm communities in terms of consultation demands. This risk will be minimised by ensuring compliance with the council's SCI, the use of effective and proportionate consultation techniques and through the alignment with other council consultations that may be taking place (where appropriate). An effective supporting communication strategy will also help to provide clear messaging regarding the Local Plan review.
Publication of new planning policy and guidance	New planning legislation and guidance will be published in due course to support recent changes to NPPF (published December 2024) which could necessitate changes in policy and procedures at a local level and during the review of the Local Plan. Risks will be managed through ensuring the policies are adaptable and flexible as appropriate to respond to changing circumstances.

8 Glossary of terms

Term	Abbreviation	Explanation
Development Plan	N/A	Consists of the development plan documents contained within the local planning framework including joint development plan documents, local plans and neighbourhood plans and any “saved” UDP policies.
Development Plan Document	DPD	A local planning document that has been subject to independent examination and will form part of the statutory development plan for the Borough.
Local Plan	N/A	The plan for the future development of the local area drawn up by the local planning authority in consultation with the community. In law this is described as the development plan documents adopted under the Planning and Compulsory Purchase Act 2004.
Local Development Scheme	LDS	Sets out the details, timescales and arrangements for production for the development plan documents that will comprise the local plan for the area.
Monitoring Report	N/A	An annual report which sets out the progress in terms of producing documents proposed as part of the Local Plan against the timetable set out in the LDS and the progress in implementing policies.
National Planning Policy Framework	NPPF	Sets out the Government’s planning policies for England and how these are expected to be applied, to the extent that it is relevant, proportionate and necessary to do so. It provides a framework within which local people and councils can produce their own local and neighbourhood plans which reflect the needs and priorities of the community. The latest NPPF[33] was published December 2024.
National Planning Policy Guidance	NPPG	Further guidance on the interpretation and implementation of policies contained in the NPPF.
Neighbourhood Plan	N/A	A plan prepared by a Parish Council or a Neighbourhood Forum for a particular neighbourhood area (made under the Localism Act 2011).
Places for Everyone	PfE	A joint development plan document of nine Greater Manchester council's (Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford and Wigan) for jobs, new homes and sustainable growth across their boroughs.
Proposals Map (Policies Map)	N/A	A map with an Ordnance Survey base that illustrates the policies and proposals of a Development Plan Document (or the “saved” UDP policies in Oldham at the moment).
Statement of Community Involvement (SCI)		Sets out the standards which the council will achieve in terms of engaging local communities and stakeholders in the preparation of local development documents and development management decisions.

[33] https://assets.publishing.service.gov.uk/media/675abd214cbda57cacd3476e/NPPF-December-2024.pdf

Term	Abbreviation	Explanation
Supplementary Planning Document (SPD)	SPD	Provides supplementary information in respect of policies contained in the development plan documents. SPD's are not subject to independent examination.

9 Schedule of local development documents

9.1 Table 3 below sets out the schedule of proposed Development Plan Documents to prepared jointly or solely by Oldham Council together with a description of the purpose of each document.

Table 3 – Schedule of Local Development Documents

Purpose	Chain of conformity	Preparing the Plan (Reg 18)	Publication Plan (Reg 19)	Submission (Reg 22)	Adoption (Reg 26)
Oldham Local Plan					
	National Planning Policy, Places for Everyone, GM Waste Plan, GM Minerals Plan	Issues and Options – July 2021 to August 2021 Draft Plan – January to February 2024	January to February 2026	May 2026	Spring 2027
Policies Map					
	National Planning Policy, Places for Everyone, GM Waste Plan, GM Minerals Plan	Issues and Options – July 2021 to August 2021 Draft Plan – January to February 2024	January to February 2026	May 2026	Spring 2027

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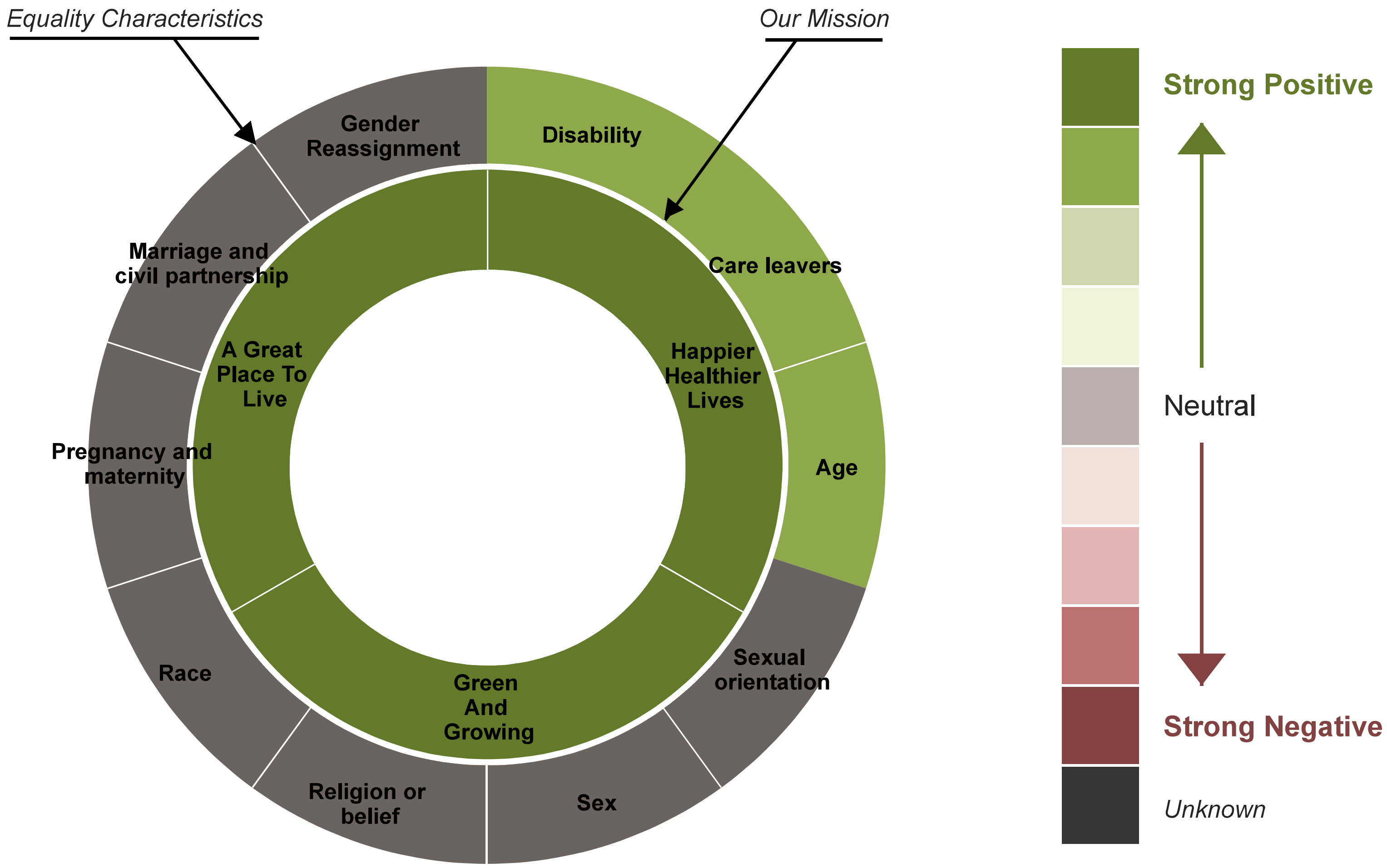
Local Development Scheme Update 2025

completed/last updated by Elizabeth Dryden-Stuart on 28/01/2025

Portfolio
Decent Homes
Directorate
Place
Service/Team
Economy
Is this IA related to a Budget Reduction proposal? **No**



Category	Impact	Likely	Duration	Impact Score	Comment
Gender Reassignment	Neutral	Select Likelihood	Select Duration		comment required
Marriage and civil partnership	Neutral	Select Likelihood	Select Duration		comment required
Pregnancy and maternity	Neutral	Select Likelihood	Select Duration		comment required
Race	Neutral	Select Likelihood	Select Duration		comment required
Religion or belief	Neutral	Select Likelihood	Select Duration		comment required
Sex	Neutral	Select Likelihood	Select Duration		comment required
Sexual orientation	Neutral	Select Likelihood	Select Duration		comment required
Age	Moderate Positive	Very Likely	Long Term	4	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to the Council's Corporate Plan priorities – Healthier Happier Lives and Great Place to Live.
Care leavers	Moderate Positive	Very Likely	Long Term	4	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to the Council's Corporate Plan priorities – Healthier Happier Lives and Great Place to Live.
Disability	Moderate Positive	Very Likely	Long Term	4	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to the Council's Corporate Plan priorities – Healthier Happier Lives and Great Place to Live.

Auto recovery contains some recovered files that haven't been opened. View recovered files

Category	Impact	Likely	Duration	Impact Score	Comment
A Great Place To Live	Strong Positive	Very Likely	Long Term	8	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to all three Council's Corporate Plan priorities.
Green And Growing	Strong Positive	Very Likely	Long Term	8	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to all three Council's Corporate Plan priorities.
Happier Healthier Lives	Strong Positive	Very Likely	Long Term	8	The Local Development Scheme sets out the timetable for preparing an up-to-date local planning policy framework that reflects our priorities and ambitions, including those relating to all three Council's Corporate Plan priorities.

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?

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)

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Report to CABINET

United Utilities Green Recovery Fund – additional Funding – Grant Acceptance

Portfolio Holder:
Councillor Arooj Shah, Leader of the Council and Cabinet Member for Building a Better Oldham

Officer Contact: Emma Barton, Deputy Chief Executive, Place

Report Author: Alex Shaw Principal Engineer, Highways & Engineering
Ext. Teams

3rd March 2025

Reason for Decision

Cabinet Members are asked to approve and accept an additional £600,000 United Utilities Green Recovery Fund (UUGRF) grant allocation following confirmation of award from United Utilities Plc in February 2025.

Executive Summary

Oldham Council Highways & Engineering Team submitted applications seeking financial support with increasing the National Capital Value (NCV) of Oldham. The previous successful submissions were:-

West Street	£441,000
Rock Street	£700,000
Market Street	£600,000
Curzon Street	£250,000
Sub Total	£1,991,000
Snipe Gardens	£600,000
Total	£2,591,000

All initiatives are to be delivered by March 2025 and are works supplemented and match funded by the Mayor’s Cycling & Walking Challenge Fund.

Recommendations

Cabinet are asked to:

i) Approve the acceptance of the £0.6m UUGRF grant against the increased National Capital Value criteria specified by Ofwat in collaboration with United Utilities Plc.
- **Snipe Gardens** – allocation **£600,000** – Increase sustainable urban drainage capacity and reduce surface water volume entering the combined sewerage system,

increase amenity space i.e. dwell space, pedestrian/cycle provisions and increase soft landscaping infrastructure.

ii) Delegate authority to the Executive Director for Place and Economic Growth 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 Environment or their nominated representative to agree monitoring and evaluation of defined outputs and negotiations thereupon as required over the grant delivery period of 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 Environment 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 GMCA Districts, Fylde Coast and Eden.

1.5 Greater Manchester received approximately £4m with respective allocations being generated via a 'Call for Schemes' submission which were evaluated against a funding formula.

1.6 Following approval and support from the Portfolio Holder for Place, 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 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.

2. Current Position

2.1 Oldham Council's initial 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 series of Funding Contribution Agreement (FCA) setting out the terms of the UUGRF grant for each of the four projects. These documents were reviewed and sealed by the Council's Legal Services and Finance Officers. The FCA letter confirms the UUGRF grant is to be fully utilised on the agreed infrastructure improvements by March 2025 totaling £1,991m of additional external funding.

2.4 The Mayor Cycling & Walking Challenge funded projects identified as the key beneficiaries are currently funded and in various stages of delivery or complete, namely:-

a. West Street – completed.
b. Rock Street – completed.
c. Market Street – in advanced stages of delivery
d. Curzon Street – in preliminary stages delivery

2.5 Snipe Gardens is currently on site and has been identified as another key beneficiary of the initiative. The additional funding supports both Mayor's Cycling and Walking Challenge Fund and Green Recovery objectives.

2.6 The designs encapsulate current active travel and sustainable drainage initiatives derived from Streets for All guidance.

2.7 All projects will be delivered within the permissible timescales of both funding streams.

2.8 All projects will be delivered via the Accessible Oldham Strategic Partnership Agreement.

2.9 All budgets will be allocated to their respective Capital Cost Centre in collaboration with Finance Colleagues within the Transport Capital Budget.

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 project budgets and, therefore, the achievement of regeneration ambitions and objectives.

3.2 Option 2: Formally accept the additional UUGRF award allocation for £600,000 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.

5 Consultation

5.1 Approval to pursue the funding opportunity was granted via the Portfolio Holder for Neighbourhoods on 8th December 2022.

6 Financial Implications

6.1 The Council has been awarded an additional £600,000 in grant funding for the Snipe Gardens capital scheme. The scheme will increase sustainable urban drainage capacity, reduce surface water volume entering the combined sewerage system, and increase space for pedestrians and cyclists.
The scheme is already in the transport capital programme (M1317) and the works will be fully defrayed by 31 March 2025.

(Leonnie Wharton-Brown, Senior Accountant)

7 Legal Implications

7.1 The service must ensure that it can meet the grant conditions, reporting obligations, and funding milestones imposed by United Utilities Plc. This includes obligations related to project delivery, financial monitoring, reporting, and compliance with subsidy control rules.

The procurement of goods, services, and works related to the funded projects must comply with the Council's Contract Procedure Rules, Public Contracts Regulations 2015, and Financial Procedure Rules. Any contracts awarded using this funding must align with both Council policies and the grant conditions to avoid non-compliance issues that could lead to financial clawback or reputational risks. Officers should ensure that all procurement activities and contract awards are properly documented and approved in accordance with Council procedures.

The funding allocation of £600,000 for Snipe Gardens is intended to increase sustainable urban drainage capacity, improve amenity space, and enhance cycle and pedestrian provisions. It is important to confirm that the design and delivery of these works align with the FCA terms and that any long-term maintenance obligations, aligns with existing budgetary provisions. The projects must be delivered within the permissible timescales of both funding streams, with a spend deadline of March 2025. If delays occur, there is a risk that funding may be withdrawn or reallocated. Officers should ensure that any potential project delays or variations are managed within the contract terms to avoid financial or legal exposure

The report states that no IT, property, or environmental implications have been identified, but officers should confirm that the funded improvements do not create future liabilities, particularly regarding property ownership, land rights, or maintenance responsibilities.
Officers should also confirm that all monitoring and evaluation commitments required by United Utilities are feasible within existing Council resources. If further legal support is required in drafting or reviewing associated contracts, please confirm.

(Pamela Nsofor– Solicitor)

8 Equality Impact, including implications for Children and Young People

8.1 Yes – refer to Appendix C.

9 Key Decision

9.1 Yes

10 Key Decision Reference

10.1 ESR-12-25

11 Background Papers

11.1 None

12 Appendices

12.1 Appendix A – delegated sign off from Portfolio Holder for Neighbourhoods

12.2 Appendix B – (draft) Funding Contribution Agreement – Snipe Gardens

12.3 Appendix C – Equality Impact Assessment

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 ~~on~~ 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 2025

UNITED UTILITIES WATER LIMITED

OLDHAM COUNCIL

FUNDING AGREEMENT

Contents

This Agreement is made on 2024

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** whose registered office is at Civic Centre, West Street, Oldham OL1 1UH ("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:	Snipe Gardens development provides attenuation under permeable paving 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 = £1,000,000 Total cost of the Works for this Agreement = **£1,600,000**
3	**Funding**	
3.1	Funding Amount	£600,000 (six hundred thousand pounds)
3.2	Payment schedule	Full Payment on completion

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:**	Nasir Dad Director of Environment
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

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

ANNEX B

Commercially Sensitive Information

NOT USED

ANNEX C

APPENDED INFORMATION

EXECUTED AS A DEED for and on behalf ....
of United Utilities Water Limited

EXECUTED AS A DEED by **OLDHAM** ....
BOROUGH COUNCIL by affixing hereto
its seal in the presence of:

United Utilities Green Recovery Fund

completed/last updated by Alex Shaw on 12/02/2025

Portfolio	**Building a Better Oldham**
Directorate	**Place**
Service/Team	**Environment**
Is this IA related to a Budget Reduction proposal?	**No**

Equality Characteristics

Category	Impact	Likely	Duration	Impact Score	Comment
Gender Reassignment	Neutral	Very Likely	Long Term	0	
Marriage and civil partnership	Neutral	Very Likely	Long Term	0	
Race	Neutral	Very Likely	Long Term	0	
Religion or belief	Neutral	Very Likely	Long Term	0	
Sex	Neutral	Very Likely	Long Term	0	
Sexual orientation	Neutral	Very Likely	Long Term	0	
Pregnancy and maternity	Moderate Positive	Possible	Short Term	1	Proposed measures with rest areas and improved planting will improve ambiance.
Care leavers	Moderate Positive	Possible	Long Term	2	Improved access to public transport and amenities.
Age	Moderate Positive	Very Likely	Long Term	4	Proposed measures with rest areas, play areas can suit all ages.
Disability	Strong Positive	Very Likely	Long Term	8	The proposed Snipe Gateway will improve access for disabled.

Our Mission / Corporate Priorities

Category	Impact	Likely	Duration	Impact Score	Comment
A Great Place To Live	Strong Positive	Very Likely	Long Term	8	Proposed measures with rest areas and improved planting will improve ambiance.
Green And Growing	Strong Positive	Very Likely	Long Term	8	Additional trees and planting.
Happier Healthier Lives	Strong Positive	Very Likely	Long Term	8	Proposed measures with rest areas and improved planting will improve ambiance.

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Oldham Council

Report to CABINET

Continuation of the Holiday Activities and Food Programme

Portfolio Holder:
Councillor Mushtaq, Cabinet Member for Children and Young People
Officer Contact: Neil Consterdine, Director of Communities

Report Author: Jodie Barber, Head of Youth Services

3rd March 2025

Reason for Decision

To approve acceptance of the Holiday Activities and Food (HAF) programme grant award from the Department for Education (DfE). Further, to approve the implementation of the HAF programme in Oldham for 2025/26, including the proposed onward payment of the grant to providers and the extension of the dedicated internal delivery team via fixed term secondments, covering the 1 year confirmed extension to the programme for 2025/26 (with an option to extend the programme further for up to 3 years should the DfE confirm additional funding)

Executive Summary

The purpose of the report is to request approval to accept the HAF Programme grant award from the DfE together with approval of the implementation arrangements, including the way in which grant payments will be made to the local providers delivering the HAF programme. Further, approval for recruitment of fixed term posts is requested to provide internal staffing resource for the management and delivery of the programme in Oldham.

The Department for Education (DfE) made funds available to every local authority in England under the HAF programme to coordinate free holiday club/activity provision, including healthy food and enriching activities, for children receiving benefits-related free school meals for the Easter, Summer, and Christmas holidays from April 2021 to the end of March 2025.

Following the success of the HAF programme the DfE has confirmed that the programme will continue in all local authorities in England for the next 12 months, with national funding of over £200m each year. The DfE have also indicated that this will be reviewed further over the next 12 months to potentially extend further (by up to 3 years)

Oldham Council was allocated £1,458,050 from the DfE to deliver HAF in 2024/25 and the DFE have confirmed the funding for the forthcoming year will use the same funding formula and will be very similar financial settlement to the previous year. Oldham's allocation for 2025/2026 will be £1,500880.

With the funding confirmed for a further 12 months, we are keen to maintain and implement the HAF programme in Oldham for the forthcoming financial year. It is anticipated that with appropriate staffing resources we can meet our ambition to ensure eligible children and young people across Oldham have access to a diverse range of exciting holiday clubs and activities, offering a blend of borough-wide and more locally based activities.

To establish the delivery programme there are area where a specific decision is required.

Payment terms for providers
It is proposed that we amend the way in which grant payments are made to providers who have successfully applied to the Council for HAF funding. For the 2025/26 financial year, payment of the delivery grants will no longer be made in one up-front payment, providers will receive a 50% up-front payment, and the remaining funding will be released on a payment by results basis. This means that providers will receive up to the remaining 50% of their grant allocation based on the number of places filled and taken up. This is to ensure value for money within the programme and to reduce the possibility of payments being made for unattended places. This will also ensure that the funding is directly benefitting as many young people as possible within the Borough.

Recruitment of dedicated HAF programme staffing
There is a requirement within the DfE programme guidance that each local authority appoints a HAF coordinator/manager alongside having sufficient staff who are dedicated to work on the HAF programme all year round. Local Authorities can use 10% of the allocated funding for administration costs, this includes staffing costs.

We are proposing to continue with the secondment arrangements currently in place for the HAF programme manager and to extend the secondment arrangements for a further 12 months.

Development of Central booking system
The DfE strongly recommend that Local Authorities procure a centralised booking system for the HAF programme that enables families who are eligible for the programme to book on to activities via one system. These booking systems also collate the required data needed for the HAF programme reporting to the DfE. A separate report is being progressed to seek approval for an exemption to rule 4 of the Contract Procedure Rules to enable a direct contract award for the supply of the same booking system used by many local authorities within England. Discussions are taking place internally with colleagues in Information governance, IT, and procurement to progress this. The allocated funding to Oldham includes an allocation for management and coordination of the programme including costs for booking systems.

Recommendations

1 To approve acceptance of the DfE grant funding for the Holiday Activities and Food Programme 2025/2026 and for up to a further 3 years if the DfE confirm a longer continuation of the national HAF programme and for the Council to enter into a grant agreement with the DfE subject to a legal review of the grant agreement.

2 To approve the award of grants by the Council and for a grant agreement to be entered into on terms approved by Legal Services with those providers who successfully apply to the Council for funding to deliver the HAF programme locally and approval for an alteration to the onward allocation of the grant to local providers, specifically a change to create a tiered payment process based on the value of the grant being awarded to the provider with 50% of total grant made in advance and up to 50% paid based on places filled and taken up.

3 To approve the extension to the secondment arrangements in place for the HAF programme manager for 2025/6 and for up to 3 years if DfE confirm a longer continuation of the national HAF programme.

Continuation of the Holiday Activities and food Programme

1 Background

1.1 Since 2018, the Department for Education's Holiday Activities and Food (HAF) programme has provided support to children in receipt of free school meals through holiday periods. Following successful pilots between 2018 and 2020, the programme was rolled out to all upper tier local authorities in 2021. Oldham received just over £1.5 million for delivery of the programme in 2021/22, 2022/2023 ,2023/2024, 2024/2025.

1.2 Research has shown that the school holidays can be pressure points for some families. For some children this can lead to a holiday experience gap, with children from low-income households being less likely to access organised out-of-school activities, more likely to experience 'unhealthy holidays' in terms of nutrition and physical health, and more likely to experience social isolation. The HAF programme is a response to this issue with evidence showing that free holiday clubs can have a positive impact on children and young people and that they work best when they provide consistent and easily accessible enrichment activities, cover more than just breakfast or lunch, involve children (and parents) in food preparation and use local partnerships and connections, particularly with the Voluntary, Community, Faith and Social Enterprise (VCSFE) sector.

1.3 Since 2021 we have delivered the programme in Oldham via a grant-based process, enabling delivery partners to secure funding to provide activities as part of the programme. These delivery partners included a range of organisations working with children and young people.

2 Current Position

2.1 The pilot year delivery concluded early January 2022. The programme pilot enabled us to devise implementation processes including a steering group of key partners to help shape the HAF programme locally, including the grants-based payment process for delivery partners, and a communications strategy including a bespoke web-based module to promote the scheme and enable families to book places.

2.2 With the Government commitment in 2022 to 3-year funding for the HAF programme we were able to build on the learning and success of the pilot year and ensure we had a robust HAF programme in Oldham for the next 3 years. This concludes in March 2025

2.3 Over the duration of the HAF programme in Oldham we have delivered a comprehensive programme of activities over the Easter, Summer, and Winter Holiday periods, and this has been further enhanced with additional funding from the Household Support Fund that has enabled us to widen the HAF offer and provide free places for families in need who were not in receipt of Free School Meals.

2.4 Over the past 3 years alone over 26,000 children and young people have accessed more than 127,000 HAF sessions

2.5 Given the change of Government in 2024, the confirmation of the future of the HAF programme was delayed, In January 2025, the DfE confirmed there would be an extension of the programme for a further 12 months covering 2025/2026, and they also indicated that the longer-term future of the programme will be reviewed within the next 12 months and the decision to extend further will be confirmed.

3 **Options/Alternatives**

3.1 **Acceptance of the HAF Grant**

Option 1: Accept the HAF Grant from the DfE, enter into a grant agreement with the DfE subject to a legal review of the agreement by Legal Services, and allocate the grant by awarding and entering into grant agreement with successful local providers, in accordance with the terms and conditions of the HAF grant and any additional terms and conditions approved by Legal Services.

Option 2: Do not accept the HAF Grant. This is not recommended because the Council would lose the funding, which it has established benefits the community.

Payment terms for delivery providers.

Option 1: To pay all providers in advance of delivering their holiday activities and food provision. This would allow adequate funding for activities to be delivered by small providers with limited reserves. This option presents a level of risk to the council and there is potential for needing to claw money back if they fail to deliver in full.

Option 2: To have a tiered payment process based on the value of the grant being awarded to the provider.

- 50% of total grant paid in advance.
- Up to 50% of remain grant total paid based on paying only for placed filled and taken up.

This option allows us to balance the need of small providers with the risk presented to the council. It also ensures that the grant is being spent on direct delivery and reduces the risk of paying for unattended places It should also be noted that many of these providers are known to the council.

Option 3: To pay all providers on completion of delivering their Holiday Activities and Food provision. This option provides maximum security to the council but will exclude many providers from taking up the HAF grant and will ultimately limit the provision we are able to make available for our children and young people.

Dedicated HAF programme team

Option 1: To not have a dedicated team for the management and delivery of the HAF programme and to bring the current secondment to an end. This option would mean we are not in compliance with the DfE guidance for the programme and would not have sufficient staffing resource for the onward delivery of the programme in Oldham.

Option 2: To continue the secondment arrangements in place for one HAF manager and 1 HAF coordinator to lead delivery of the programme for the duration of the programme. This option allows us to ensure the effective management and delivery of the programme.

4 **Preferred Options**

4.1 Acceptance of the HAF Grant

Option 1: To accept the HAF Grant from the DfE and to enter into grant agreements with successful providers delivering the HAF programme from time to time.

Payment Terms for Delivery Partners
_**Option 2:** To have a tiered payment process based on the value of the grant being awarded to the provider.

- 50% of total grant paid in advance.
- Up to 50% of remain grant total paid based on paying only for placed filled and taken up.

Dedicated HAF programe team
Option 2: – To continue the secondment arrangements in place for 1 HAF manager and 1 HAF coordinator to lead delivery of the programme for the duration of the programme. This option allows us to ensure the effective management and delivery of the programme.

5 Consultation

5.1 During the 4 years of programme delivery a range of stakeholders were consulted in shaping the programme delivery. This included delivery organisations including those from the voluntary, community and faith sector organisations, as well as council services who work with children and young people.

6 Financial Implications

6.1 Oldham has been notified of the continuation of the Holiday Activities and Food Programme (HAF) for FY2025-26. Based on a Programme total of **£205m**, Oldham's maximum indicative allocation will be **£1,500,800**. The overall programme funding will be allocated to LAs based on the number of FSM pupils taken from the most recent School Census data.

HAF Indicitive allocations 202526.p

6.2 Whilst Section 31 grants are not statutorily required to be ringfenced, there is a clear expectation as to the purpose of the funding from the sponsoring Government Department. It is therefore proposed that the Council extends the existing ringfencing of the Holiday activities and Food Grant to the Education, Skills and Early Years Directorate to the 2025/26 allocation.

6.3 The recommendations in relation to discharging the grant are outlined in **Option 2, namely**:

- To have a tiered payment process based on the value of the grant being awarded to the provider. 50% of total grant paid in advance. Up to 50% of remaining grant total paid based on paying only for places filled and taken up.

- To recruit one HAF Manager (Grade 8) and one HAF Coordinator (Grade 6) to lead delivery of the programme for the duration of the programme. This option allows us to ensure the effective management and delivery of the programme. The total cost of these posts is in the region of £90k including on costs for a 12-month period.

Local authorities will continue to be able to use up to 10% of their total allocation to cover administrative costs. It is a requirement of the programme that every local authority will appoint or have in place a HAF Coordinator who takes responsibility within the local authority for the delivery of the programme. This will be alongside having sufficient staff who are dedicated to working on HAF all year round. Delivery of the programme of work funded by the HAF grant is closely monitored within the Council from both a service and financial perspective and by regular liaison with the Dept. for Education to ensure the full scope of work will be delivered within the resources available over the life of the programme.

Vicki Hayes – Senior Accountant

7 Legal Implications

7.1 The receipt of the HAF grant funding from the DfE is not subject to any requirements, under the Constitution, save that the decision to accept or reject the grant must be taken to the correct decision maker, which is the Cabinet in this case.

7.2 Any decision to accept the HAF grant should be subject to a review of any DfE terms and conditions attached to the grant.

7.3 In allocating the grant to local providers, the Council will need to comply with any overarching DfE terms and conditions. The payment terms will be as approved under this report. All individual grant awards will be formalised in writing and all grant recipients will be required to sign up to the Council's terms and conditions, incorporating any DfE requirements, in order to receive the funding.

7.4 The staffing arrangements have been previously approved, so an extension of those arrangements is needed for the new grant award. As the arrangements are existing, there should be no new implications from a legal perspective.

7.5 As with any decision, the acceptance and onward award of the DfE HAF grant, can be challenged, but only where grounds for judicial review (JR) exist. There are limited grounds for bringing a JR claim; a decision made by the Council must be illegal (a decision-maker breaches a legal requirement, misdirects itself in law, exercises a power wrongly, or purports to exercise a power that it does not have, which is known as acting 'ultra vires') or it must be irrational (i.e., if it "is so unreasonable that no reasonable authority could ever have come to it") or if it is procedurally improper (a failure to observe statutory procedures or natural justice) or it is made in breach of legitimate expectation (when a public body has failed to act in line with an expectation that it has created by its own statements or acts). Further, the claimant must have sufficient interest, or "standing" in the matter to which the judicial review relates. It is not anticipated that any ground for a JR claim would arise in this matter.

Sarah Orrell – Commercial & Procurement Solicitor

8 Equality Impact, including implications for Children and Young People

8.1 No

9 Key Decision

9.1 Yes

10 Key Decision Reference

11.1 EE-01-25

12 Background Papers

12.1 None

13 Appendices

13.1 None

Oldham Council

PART B Report to CABINET

Family Hubs and Start for Life Programme

Portfolio Holder: Councillor Mushtaq, Cabinet Member for Children & Young people

Officer Contact: Mathew Bulmer, Director of Education, Skills and Early Years

Report Author: Paula Healey, Head of Early Years
paula.healey@oldham.gov.uk

3rd March 2025

Reason for Decision

The purpose of the report is to seek approval to receive associated funding from the Department for Education (DfE) and Department of Health & Social Care (DH&SC) to deliver Year 4 of the Family Hub and Start for Life Programme.

Approval is also sought to delegate authority to agree all spending decisions related to the Family Hubs and Start for Life Programme to the Directors of Education, Skills and Early Years and Public Health after consultation with the Cabinet Member for Children & Young People and noting the role of the Family Hub Board.

Executive Summary

On 20 December 2024, Oldham received notification of its provisional funding allocation of £1,381.400 for fiscal year 2025-26 to continue delivery of the Family Hub and Start for Life Programme.

Payment of the 2025-26 funding allocations is subject to:

- Meeting the current programme expectations up to March 2025; and
- Signing a new Memorandum of Understanding (MOU) to formalise the Council's agreement to the programme's expectations for the 2025-261 fiscal year.

Recommendations

It is recommended that:

- the content of the report is noted, and that approval is given to accept the Family Hubs and Start for Life Programme funding from Government;
- authority to make all spending decisions relating to Family Hubs and the Start for Life Programme (including key decisions) is delegated to the Directors of Education, Skills and Early Years and Public Health, after consultation with the Cabinet Member for Children & Young People;
- authority is delegated to the Directors of Education, Skills and Early Years and Public Health to award contracts stemming from a compliant procurement process and authority be delegated to the Director of Legal Services to carry out all necessary legal formalities.

Family Hubs and Start for Life Programme – 2025/26

1 **Background**

1.1 In April 2022, the DfE announced that Oldham was one of 75 upper tier local authorities eligible for government funding to deliver Start for Life and Family Hub services over three financial years.

1.2 Family Hubs aim to make a positive difference to parents, carers, and their children by providing a mix of physical and virtual spaces, as well as outreach, where families can easily access non-judgmental support for the challenges they may be facing. They integrate services across health, social care, voluntary and community organisations and education settings.

1.3 The Family Hub model is founded on the principle of services being more accessible, better connected, and more relationship centered.

1.4 Services are expected to be available to families in the following ways:

- Face to face at a Family Hub
- Through a Family Hub, but received elsewhere in the network (e.g. outreach, at a youth centre, a clinical setting such as a health centre, a voluntary and community sector organization or a faith setting).
- Virtually through the Family Hub, including static online information and/or interactive virtual services.

1.5 Oldham Council has already received £3.648m for the Family Hubs and Start for Life programme over three fiscal years of 2022-23; 2023-24; and 2024-25.

1.6 Oldham Council has utilised this funding in multiple ways to reshape our services to meet the changing needs of Oldham. This included investing in the refurbishment of 6 existing Children's Centres to transition these to Family Hubs in addition to deliver services and activities from better equipped and positioned council and community facilities.

2 Current Position

2.1 Oldham Council now has 7 newly rebranded Family Hubs across the borough which are delivering a range of services funded through the programme. Family Hubs are helping to strengthen the integration between early help and early years services, helping to improve connectivity with our intensive targeted family support services as well as helping to drive and shape meaningful place-based integration and collaboration with partners, including the voluntary, community, faith and social enterprise sector.

2.2 The DfE has stipulated how the 2025/26 funding is to be divided across the programme strands.

Table 1: Distribution of funding across the programme with indicative allocations **£1.381.400**		
Strand	**%**	**£**
Family Hubs programme spend	14.1%	194.777.00
Family Hubs capital Spend	6.2%	85,646.00
Parenting support	18%	248,652.00

Home learning environment	9.3%	128,470.00
Parent-infant relationship & perinatal mental health	33.4%	461,387.00
Infant feeding support	17.1%	236,219.00
Publishing Start for Life offers and parent/carer panels	1.9%	26,246.00
		£1.381.400

3 Options/Alternatives

3.1 Option 1: Approve the recommendations set out in the report

- Approve the receipt of Family Hubs and Start for Life funding for the 2025/26 financial year. This will enable the continued delivery of the programme which provides more integrated and accessible services to parents and carers. This is crucial to the delivery of Oldham's early intervention and prevention offer, ultimately contributing to a reduction in inequalities in health and education outcomes for babies, children and families.
- Approve that authority to make all spending decisions relating to Family Hubs and the Start for Life Programme (including key decisions) be delegated to the Director of Education, Skills and Early Years and the Director of Public Health, after consultation with the Cabinet Member for Children & Young People
- Approve that authority be delegated to the Director of Education, Skills and Early Years and the Director of Public Health to award contracts stemming from a compliant procurement process and authority be delegated to the Director of Legal Services carry out all necessary legal formalities.

The services are fully funded through the DfE grant.

This option poses no financial risk to Oldham Council.

3.2 Option 2: Do nothing. This will result in the loss of the Family Hub & Start for Life Programme funding.

This poses a significant reputational risk to Oldham Council as it will no longer be able to deliver its Family Hub and Start for Life programme to families.

Without funding, these crucial and highly valued early family support services to families will end on the 31 March 2025.

This could lead to escalation of need in families and referrals to specialist and more costly services.

4 Preferred Option

4.1 Option 1 is the preferred option for the reasons set out above:

5 Consultation

5.1 The original delivery plan, which sets out programme priorities was developed through consultation with a wider range of partners from across the Council, Health and the Voluntary, Community, Faith and Social Enterprise sector over a series of individual and focus group discussions and a Stakeholder event held on the 17 October 2022.

5.2 During 2022-2025 the voices of children and families have been collected through our Parent Carer Panels. This will contribute to decisions made for the Year 4 delivery plan.

6 Financial Implications

6.1 Oldham has been informed of a provisional maximum allocation of the Family Hub and Start for Life Programme for financial year 2025-26 in the sum of **£1,381,400.**

6.2 Payment of the financial year 2025-26 funding allocations is subject to:

- Meeting the current programme expectations up to March 2025; and
- Signing a new Memorandum of Understanding (MOU) to formalise the agreement to the programme's expectations for the 2025-26 financial year.

6.3 Whilst Section 31 grants are not statutorily required to be ringfenced, there is a clear expectation as to the purpose of the funding from the sponsoring Government Department. It is therefore proposed that the Council extends the existing ringfencing of the Family Hubs and Start for Life grants to the Education, Skills and Early Years Directorate to the 2025/26 allocation. (Andy Cooper, Senior Finance Manager)

7 Legal Services Comments

7.1 The Council must comply with all requirements of the DfE funding when expending the monies.

7.2 The Council must also comply with the Contract Procedure Rules (CPRs) if works, supplies or services are purchased using the funding, and it is essential that advice is taken from the Commercial Procurement Unit where required by the CPRs.

7.3 If the Council intends to make any external grant awards using the funding it will be required to consider and apply the subsidy control regime.

7.4 Provided all rules and legislation applicable to the spend are complied with, there should be no legal implications in relation to the recommendations.

(Sarah Orrell – Commercial & Procurement Solicitor)

8. Co-operative Agenda

8.1 The Family Hubs will make a positive difference to parents, carers, and their children by providing access to a range of integrated support services for the challenges they may be facing. This will develop skills and knowledge, enabling families to help children get the best start in life. As such the proposal aligns with the aims of the Council's Co-operative agenda.

9 Human Resources Comments

9.1 Accepting the Family Hub grant will enable the service to continue delivery of Oldham's Family Hub & Start for Life Programme.

If delivery of the programme results in the employment of a new employee to Oldham establishment or extension of fixed term contracts the service is advised to be mindful of the implications related to fixed term contracts.

Entitlement to redundancy payment will be relevant when an individual has over 2 years continuous service and **if** an individual has previous continuous service with other local authorities this may be relevant in calculation of a redundancy payment.

In addition, when the employment contract is issued it is essential to be clear about the reasons for the post being fixed term and where possible be specific about what area/tasks the role with be responsible for. (Rebecca Jones 14.02.2024)

10 **Risk Assessments**

10.1 None

11 **IT Implications**

11.1 None

12 **Property Implications**

12.1 None

13 **Procurement Implications**

13.1 No procurement has been detailed above for CPU to comment on, and each requirement would need to come to CPU for comments. Funds would need to be used compliantly with relevant legislation (potentially PCR2015, PA23 and PSR) along with compliance with the Council CPRs. Any funding may also need to consider things like State Aid, Aggregation, amongst others. The Directors of Education, Skills and Early Years and Public Health after consultation with the Cabinet Member for Children & Young People and noting the role of the Family Hub Board, must still seek advice from both CPU and Legal to ensure the Council spends the money in a legally compliant way and doesn't make decisions which could lead to challenges particularly post 24th Feb 2025 when the Procurement Act 23 goes live and has been created with increased transparency of the spending of public money. As such, it is recommended that a process be agreed as soon as possible, to ensure any potential spend plans are shared with CPU in advance of any engagement with potential suppliers and in order to ensure legally compliant use of the funds outlined in this report.
James England – Procurement Manager

14 **Environmental and Health & Safety Implications**

14.1 None

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

15.1 None

16 **Implications for Children and Young People**

16.1 The Family Hub & Start for Life Programme will directly benefit children and young people with a specific focus on those with greatest disadvantage.

17 **Equality Impact Assessment Completed?**

17.1 No

18 **Key Decision**

18.1 Yes

19 **Key Decision Reference**

19.1 CHS-01-25

20 **Background Papers**

20.1 NONE

21 **Appendices**

21.1 NONE

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Oldham Council

Part A - Report to CABINET

Extend the contract term for delivery of Accommodation Based Services for 12 months until 31st March 2026, and the transfer of service management to Housing Needs

Portfolio Holder: Cllr Barbara Brownridge, Lead Member for Health and Social Care

Officer Contact: Jayne Ratcliffe, Director of Adults Social Services

Report Author Clare Bamforth, Head of Commissioning and Market Management Working Age Adults

CABINET - 3rd March 2025

Reason for Decision

1. To extend the contract term of each of the 3 contracts referenced in this report, in accordance with the terms and conditions of each contract for the period 1st April 2025 to 31st March 2026 following the transfer.

2. To transfer the budget that currently resides in the Adult Social Care cost centres and the management of the contracts to the Housing Needs Team.

Executive Summary

The Council is party to three separate contracts for the delivery of Accommodation Based Services. The initial term of each contract ends on 31st March 2025, but there is provision within each contract to extend the initial term for up to two years. The proposed 1-year extension will enable a wider review of the commissioned services to take place across Housing Needs.

Historically, the services have sat within Adult Social Care, however this is not appropriate given the scope and focus of the commissioned services and the needs of the individuals. It is therefore recommended that the budget and contract management arrangements of the services are transferred to Housing Needs.

Recommendations

- **Approve** a one-year extension to the initial contract term in respect of those contracts referenced in this report, each of which relates to the delivery of Accommodation Based Services, noting that this is within the delegated authority of the Director of Adult Social Services in consultation with the Lead Member for Adult Health and Social Care

- **Approve** the transfer of the budget for the 3 affected contracts and the in-scope services from Adult Social Care to Housing Needs from April 1st 2025.
- **Note** that contract management in respect of the three in scope contracts and oversight of these commissioned services will transfer to Housing Needs from Adult Social Care from the 1st April 2025.

1. Background

1.1 Oldham Council currently commissions two external providers to deliver three accommodation-based services., detailed below:

1.2 Accommodation based services provide short term supported housing for vulnerable and socially excluded people who are homeless/have experienced a housing related crisis. Historically, the services were funded through the Supporting People grant but were mainstreamed to Adult Social Care when this ended.

1.3 The aim of each commissioned service is to provide service users with a period of stabilisation, enabling them to successfully move on and establish and sustain independent living. The Each commissioned service must therefore meet the short-term housing and support needs of service users whilst also maximizing sustained planned moves and throughput from the Service.

Contract Duration and Extension

1.5 Each contract let for each of the 3 lots had an initial contract term of 3 years from 1 April 2022. Clause 4.3 of the contracts allows for that initial term to be extended once for up to 2 years on no less than 6 months' written notice to the appointed providers. It is proposed that the contracts are extended for 1 year from 1 April 2025 to 31 March 2026. Each of the two providers has agreed to accept less than the required 6 months' written notice to extend the initial term.

2 Current Position

2.1 The contracts for Lots 1 and 3 are with Regenda Housing, however, Regenda have then sub-contracted service delivery of these Lots to Safenet and Petrus respectively. If Regenda intends to carry out complying with the contracts for lots 1 & 3 by sub-contrating the service delivery, it will be the responsibility of Regenda to extend their sub-contracts.

2.2 Agreed at point of tender, the contract extension period includes an inflationary increase to the annual cost of the services.

3 Options/Alternatives

3.1 The options and alternatives are detailed in the confidential report at Part B.

4 Consultation

4.1 Communication has been shared with the relevant providers for each of the Lots detailed above.

4.2 As part of the future review of the services under housing, further consultation will be considered with relevant service users and those affected by any impact.

4.3 At that stage, and EIA will be completed accordingly. The affected providers have been

5 Financial Implications

5.1 The financial implications are detailed in the confidential report at Part B.

6 **Legal Implications**

6.1 The financial implications are detailed in the confidential report at Part B

7 **Equality Impact, including implications for Children and Young People**

7.1 Not immediately applicable but will be considered as part of the review for future commissioning arrangements.

9 **Key Decision**

9.1 Yes

10 **Key Decision Reference**

11.1 HSC-02-25

12 **Background Papers**

12.1 None.

13 **Appendices**

13.1 None

Oldham Council

Report to CABINET

Reduced Public Health funding investment to the All-Age Early Intervention contract from 1 April 2025

Portfolio Holder:
Councillor Shaid Mushtaq – Cabinet Member for Children and Young People
Councillor Barbara Brownridge - Cabinet Member for Adults, Health and Wellbeing

Officer Contact: Julie Daniels – Strategic Director for Children's Services

Report Author: Bruce Penhale – Assistant Director Early Help, Andrea Weir - Head of Service, Children and Young People's Commissioning
Anna Tebay – Head of Service Public Health

Date: 3 March 2025

Reason for Decision

To approve the implementation of the revised contract value for the All Age Early Intervention service (AAIE) from 1 April 2025 by means of a deed of variation to the existing contract. This reduction has been approved by Cabinet on 18 November 2024

The current agreement has an initial contract period of 5 years from 1 January 2021 to 31 December 2025 with the option to extend for up to 2 years. This report also seeks approval to exercise the option to extend up until 31 December 2027.

Recommendations

To approve the implementation of the revised contract value for AAEI from 1 April 2025 by means of a deed of variation to the existing contract.

To approve the implementation of the option to extend up until 31 December 2027 as outlined in the original tender and award.

Reduced investment to the All-Age Early Intervention contract

1 Background

1.1 In 2020, a full tender exercise was undertaken to procure an All-Age Early Intervention service. In line with Corporate Procurement Rules (CPR), the contract was awarded to Positive Steps commencing 1 January 2021 for an initial five-year term with an option to extend by up to a further two years.

1.2 The AAEI service provides support for families with children as well as individual adults and adult-only households. The service works with clients requiring support whose needs are not sufficiently complex to require statutory safeguarding interventions through children's or adult social care.

1.3 In relation to families with children, the highest usage of the service is from residents requiring guidance on parental behaviour including support to manage children's development, behaviour, routines. The second highest usage is from residents requiring support with low level mental health concerns, finance/debt management needs, and housing concerns. The service takes referrals from schools, health services, police, internally from children's social care and self-referrals.

2 Current Position

2.1 In November 2024, Public Health submitted a paper to Cabinet outlining a number of investment areas of the Public Health Grant. Due to budget pressure and financial shortfalls to provide services in line with the grant conditions, the paper proposed a reduction in a number of investment areas which Cabinet approved. The budget reduction to the AAEI service was one of the areas that Cabinet agreed to proceed with.

3 Options/Alternatives

3.1 **Option 1 –** to implement the previously approved revised budget from 1 April 2025 for the AAEI service through the issuing of a deed of variation and to exercise the option to extend up until 31 December 2027 as outlined in the original tender and award.

Option 2 – decision to implement revised budget is not implemented meaning approved savings will not be realised increasing budget pressures on the Council

4 Preferred Option

4.1 **Option 1** - to implement the previously approved revised budget from 1 April 2025 for the AAEI service through the issuing of a deed of variation and to exercise the option to extend up until 31 December 2027 as outlined in the original tender and award.

5 Consultation

5.1 A paper was approved by Cabinet on 18 November 2024 on the proposal for revised allocation and budget reductions to various services internally and externally commissioned through the Public Health grant. The AAEI service was one area that was agreed by Cabinet for a budget reduction.
Initial conversations have taken place with the Chief Executive and Senior Team of the provider to appraise them of the situation from 1 April 2025. Public Health, Early Help and Children and Young People's Commissioning leads were involved. Negotiations are underway to implement the budget and agree revised KPIs and Public Health framework outcomes to be achieved within the new financial envelope. The Council and the Service will work in partnership to review the associated KPI's proportionate to the revised budget for 1 April 2025.

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 Procurement Implications

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

9 Equality Impact, including implications for Children and Young People

9.1 Contained in the report in the restricted part of the agenda.

10 Key Decision

10.1 Yes

11 Key Decision Reference

11.1 HSC-01-25

12 Background Papers

12.1 Contained in the report in the restricted part of the agenda.

13 Appendices

13.1 None

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

Agenda Item 13

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

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Agenda Item 14

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