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Notice of Meeting:

Cabinet

Meeting Location:

The Liz Cantell Room, Ealing Town Hall,
New Broadway, Ealing, W5 2BY

Date and Time:

Wednesday, 15 June 2022 at 7.00 pm

Contact for Enquiries:

Email: democraticservices@ealing.gov.uk

Telephone: 020 8825 6253

Interim Chief Executive:

Paul Martin

Members:

P Mason (Chair)
J Anand
J Blacker
D Costigan

S Donnelly
B Mahfouz
S Manro
K Nagpal
A Raza
L Wall

Portfolio

Leader of the Council
Cabinet Member for Thriving Communities
Cabinet Member for Healthy Lives
Deputy Leader and Cabinet Member for
Climate Action
Cabinet Member for Inclusive Economy
Cabinet Member for Decent Living Incomes
Cabinet Member for Good Growth
Cabinet Member for A Fairer Start
Cabinet Member for Tackling Inequality
Cabinet Member for Genuinely Affordable
Homes

AGENDA

- 1 Apologies for Absence
- 2 Urgent Matters
- 3 Matters to be Considered in Private
- 4 Declarations of Interest
- 5 Minutes (Pages 3 - 8)

To approve as a correct record the minutes of the meeting held on 18 May 2022.
- 6 Appointments to Sub Committees and Outside Bodies
- 7 Revenue and Capital Outturn 2021/22 (Pages 9 - 28)
- 8 The Broadway Connection, Ealing Broadway W5 – Potential CPO (Pages 29 - 52)
- 9 Private Rented Sector – Selective Licensing Scheme (Designation 2) (Pages 53 - 144)
- 10 Future Funding for the Voluntary Sector (Pages 145 - 164)
- 11 Right to Buy-back Fund - GLA Grant Agreement (Pages 165 - 230)
- 12 Stanhope Primary School Redevelopment (Pages 231 - 244)
- 13 Date of the Next Meeting

The next meeting will be held on 13 July 2022.

Exclusion of the Public and Press

Published: Tuesday, 7 June 2022

Minutes of Cabinet

Date: Wednesday, 18 May 2022

Venue: The Liz Cantell Room, Ealing Town Hall, New Broadway,
Ealing, W5 2BY

Present:

Councillors: Mason (chair), J Anand, Blacker, Costigan, Donnelly, Mahfouz, Manro, Nagpal, Raza and L Wall

Also Present:

Councillor Shaw, Chief Whip, was also present.

In accordance with paragraph 2.6(a) of the Constitution, Councillors Malcolm and Gallant addressed the Cabinet with regard to the following items:

Item 7 - Budget Update Report (Councillor Malcolm and Gallant)

Item 8 – Regulator of Social Housing Voluntary Referral and Notice (Councillor Malcolm and Gallant)

1 Apologies for Absence

There were none.

This meeting was held in a hybrid format with members and officers able to join the meeting remotely.

However, regulations did not allow for members attending virtually to be counted as present in the attendance section of the minutes, and their attendance would not count as attendance in relation to section 85(1) of the Local Government Act 1972.

Members attending virtually would be able to speak but would not be able to vote.

Councillors joining remotely:

There were none.

2 Urgent Matters

Item 7 – Budget Update Report

Item 8 – Regulator of Social Housing Voluntary Referral and Notice

Pursuant to rule 15(1) of the Council's Access to Information Procedure Rules, the Monitoring Officer was satisfied that it was appropriate for both decisions to be taken in any event.

Reason for urgency

Impractical to comply with the forward plan requirements.

3 Matters to be Considered in Private

Item 8 contained confidential appendices but was not taken in private as it was not necessary to discuss the confidential information provided.

4 Declarations of Interest

There were none.

5 Minutes

Resolved:

That the minutes of the Cabinet meeting held on 6 April 2022 be agreed and signed as a true and correct record.

6 Appointments to Sub Committees and Outside Bodies

There were none.

7 Budget Update Report

Resolved

That Cabinet:

- i) Approves £3.001m revenue growth allocation approved by Cabinet in February 2022 towards the priorities set out in section 3 of the report and appendix 2.
- ii) Notes and agrees the new General Fund capital programme additions totalling to £11.588m (section 3, paragraph 4.3 and appendix 1) and approves the following:
 - a) Additional capital funding requirement of £11.588m to be funded from mainstream borrowing with associated revenue financing cost to be met from the revenue growth fund as set out in section 4.
 - b) Delegates authority to the Chief Finance Officer (Section 151) to release budget to be incepted into the capital programme (thereby giving authority to spend) upon approval of a detailed business case and option appraisal in accordance with the frameworks set out in the approved Capital and Treasury Management Strategies.
- iii) Authorises the Executive Director or Director with responsibility

to carry out and take into account necessary due diligence, consultation, and equality analysis assessment for each proposal prior to taking the final decision on whether to implement.

Reason for Decision and Options Considered

Following on from the approval of the 2022/23 General Fund budget by Cabinet in February 2022 and Council in March 2022, the report sought approval for £3.001m of funding originally set aside as for potential in-year uncertainty/volatility to be allocated against delivery of key activities and outcomes supporting council priorities. The Council would continue to consider the necessary funding requirements for delivering its priorities as part of the annual medium term financial strategy (MTFS) and budget process.

The Council had continued to invest in services that experienced significant and continued demand pressures, with prioritisation being given to the most vulnerable groups. Against the current backdrop of the cost-of-living crisis exacerbated by the rising inflation and energy prices, council services continued to operate in a challenging resource environment where small demand change can lead to material budget variances. Thus, the reason for the Council wanting to redirect some of the growth towards supporting services to the most vulnerable such as the care sector. The proposed investment for a total of up to £14.589m (capital £11.588m and revenue £3.001m) was complementing the c£15m of revenue investment already built into the 2022/23 general fund budget.

It was necessary to consider the appropriateness of budget allocations relatively early on in the financial year and in doing it was important to view the total budget allocations in the round taking into account those amounts set-aside and already contained in the MTFS for pressures such as pay and contractual inflation. When viewed as a whole, it was reasonable to make the funding referred to in the report available given one of the most challenging cost pressure areas was in adults social care, which the majority of the funding being released contributes towards addressing.

8 Urgent Matter - Regulator of Social Housing Voluntary Referral and Notice

Resolved

That Cabinet:

- i) Notes the receipt and contents of the Regulatory Notice dated 11 May 2022.
- ii) Authorises the Chief Executive, following consultation with the Director of Legal and Democratic Services (monitoring officer), to enter into a Voluntary Undertaking with the Regulator of Social Housing.
- iii) Notes that a further report will be brought to Cabinet by November 2022 informing it of the outcome of the response to

the Regulatory Notice.

- iv) Notes that the report fulfils the requirements of the duty of the Monitoring Officer to report failings by the Council of statutory obligations.

Reason for Decision and Options Considered

Background

On 25 February 2022, the Council wrote to the Regulator of Social Housing (RSH), the body that provides independent oversight of all registered social housing providers including local authorities and Housing Associations and made a voluntary self-referral for a potential breach of the Home Standard.

The Home Standard set out expectations for registered providers of social housing to provide tenants with quality, safe accommodation and a cost-effective repairs and maintenance service. The RSH's role was to set those consumer standards and to intervene where failure to meet the standards had caused, or could have caused, serious harm to tenants.

As part of the 2021-22 Council internal audit programme, two audits, confidential Appendices A and B, were completed to assess the adequacy of the Council's controls in place in relation to housing health and safety and fire safety compliance. The two audits concluded no assurance for fire safety, and limited assurance across other areas of health and safety statutory compliance.

In respect of fire safety, the Council had a statutory duty to regularly assess the risk of fire and to take precautions to prevent harm. Similarly, alongside specific statutory duties in relation to gas, electrical, asbestos and water safety, the Council had a duty under the Health and Safety at Work etc Act 1974 to not expose our tenants, and others, to risks to their health and safety.

The fire safety audit found that the Council did not have effective controls in place in relation to its responsibilities for fire safety. At the time of the audit, a significant number of Council properties were recorded as not having an in-date Fire Risk Assessment (FRA) and there was no process to record and track FRA remedial actions. While the Council had recently improved and were able to provide assurance that all properties requiring an FRA had one in place, it was unable to state that all remedial works had been completed and monitored.

Similarly, the internal audit had identified failings across gas, electrical, asbestos and water safety, including that there was no evidence of monitoring of remedial works.

The RSH assessed the evidence provided as part of the self-referral and

confirmed that the Council had indeed breached the Home Standard. As a result, the RSH published a Regulatory Notice on 11 May 2022 which was attached to the report as Appendix C. The Notice remained 'live' for 12 months or until full compliance was achieved.

Next Steps

Recovery

Since identifying the issues the Council had embarked on a rapid recovery programme overseen by a weekly Housing Safety Executive Board chaired by the Interim Chief Executive. The Board's focus was to aid the recovery to compliance through work to verify data and strengthen systems and processes.

To assist the recovery process the Chief Executive also commissioned an external review of the Council's position on housing health and safety. This work had included a review of the information available on our current and projected situation on Health and Safety Compliance and through interviews with key staff, to identify weaknesses and understand any legacy issues that may be hindering performance. This work, completed by ARK consultancy, had now been completed and was attached to the report as Appendix D.

This external review had now been used to strengthen the recovery plan where appropriate and ARK themselves had been retained to provide assistance and oversight to the recovery programme.

The Council's approach was to be entirely transparent with tenants and leaseholds about the need to improve standards. In March 2022 a special edition of Housing News was sent to all tenants and leaseholders telling them that the Council had voluntarily referred to the RSH and was being completely transparent about the need to improve safety standards. The Spring edition of housing news provided a further building safety update to all tenants and leaseholders and alongside a statement placed on the Council's website, provided information to the public about the regulator's findings.

Understanding the fundamental causes that led to the current situation.

A further report currently being completed by Altair housing consultancy was underway and would forensically investigate the circumstances leading to the current poor performance and make recommendations on the competence and capability at an individual level that may have contributed to the situation. It would also examine the extent to which escalation of performance weaknesses took place to the Senior Leadership Team and beyond that to elected Members.

Working with the Regulator of Social Housing

The recovery plan set out the scope and timeline for improvements required to satisfy the RSH that the Council was meeting the regulatory standard and that the Regulatory Notice served could ultimately be removed. To aid recovery the Council had procured additional contractor resources to refresh

the leadership of the Housing Service and deliver compliance work.

The role of the RSH was set out in the Housing and Regeneration Act 2008 (as amended). In broad terms the RSH was responsible for the economic regulation of registered housing providers and for setting and monitoring consumer standards such as how tenants' homes are maintained and kept safe, how issues such as anti-social behaviour are tackled and how tenants are empowered to get involved in the decisions that affect them and their homes.

All Council housing providers were subject to the consumer standards and the RSH would intervene if these were breached and there was a significant risk of serious detriment to tenants or potential tenants. The RSH was duty bound to perform its functions in a way that minimises interference and is proportionate, consistent, transparent, and accountable.

The RSH expects the Council to have systems such as audit, risk management and performance monitoring in place that allow the early identification of problems and take effective action to resolve them.

Where appropriate the Regulator expects providers to self-refer. The Council's approach had been to acknowledge failure and take responsibility for self-improvement. In this instance it was very likely that the RSH would seek to work with the Council to achieve the necessary corrective actions.

Section 125 of the Housing and Regeneration Act 2008 allowed a social housing provider to present to the Regulator a Voluntary Undertaking. The report sought authority from Cabinet to enter into such an agreement. If Cabinet agrees, the Council would approach the Regulator with a summary of the detailed compliance recovery action plan and make a binding undertaking that the Council would meet all obligations in the plan. The RSH would consider the content of this and would decide if the Voluntary Undertaking was sufficient to address the breach identified and if the terms of the Undertaking were satisfactory. If the RSH agrees the Voluntary Undertaking would be entered into by the Chief Executive.

9 Date of Next Meeting Resolved

That Cabinet notes that the next meeting of Cabinet would be held on 15 June 2022 at 7pm.

Meeting commenced: 6.00 pm

Meeting finished: 6.35 pm

Signed:

Dated: Wednesday, 15 June 2022

P Mason (Chair)



Report for: DECISION

Item Number:

Contains Confidential or Exempt Information	No
Title	REVENUE AND CAPITAL OUTTURN 2021/22
Responsible Officers	Ross Brown, Chief Finance Officer
Authors	Shabana Kausar, Assistant Director Strategic Finance
Portfolio	Councillor Steve Donnelly, Cabinet Member for Inclusive Economy
For Consideration By	Cabinet
Date to be considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	All
Area Committees	All
Keywords/Index	Financial Outturn

Purpose of Report

This report provides Cabinet with the 2021/22 outturn position for the General Fund, Housing Revenue Account, Dedicated Schools Grant and Capital Budgets. The outturn position confirms that the Council's spending has remained within approved budgets for the year.

Despite a continued challenging and operating environment the Council has exercised strong financial control and grip resulting in a net General Fund underspend of (£2.678m) (1.05%) which relates to BAU and c£37m of gross General Fund COVID pressure fully funded from government grants.

Although the underspend provides the Council with additional flexibility to increase its financial resilience, the year ahead is not without its challenges especially in light of the current cost of living crisis, inflation and cost increases that are impacting Ealing residents, businesses and council services. The Council will continue with its strong financial control and grip so to allow itself financial flexibility to deal with pressures as they manifest over the year.

1. Recommendations

It is recommended that Cabinet:

- 1.1 Notes the General Fund revenue budget outturn position of £2.678m net underspend (1.05%) for 2021/22 (section 4), and an underspend of £0.903m on the Housing Revenue Account (HRA) for 2021/22 (section 7).
- 1.2 Approves for reserves to be topped-up by the General Fund underspend of £2.678m (section 9).
- 1.3 Notes financial pressures arising from COVID-19 in 2021/22 with total spend of c£37m in relation to General Fund, fully funded from government grants (section 4) and £0.903m in relation to the HRA (section 7).
- 1.4 Notes the progress on delivering the 2021/22 savings (section 5).
- 1.5 Notes the year end Dedicated Schools Grant (DSG) surplus of £0.781m within the DSG account (section 6).
- 1.6 Notes the HRA balance as at 31 March 2022 of £4.925m and earmarked reserves of £15.249m (section 9).
- 1.7 Notes the 2021/22 capital programme outturn variance of £0.009m overspend (paragraph 8.3 and 8.5.1).
- 1.8 Approves the re-profiling of 2021/22 capital programme schemes with slippage in excess of £1m, of £67.469m (Appendix 2) into future years.
- 1.9 Notes the General Fund balance as at 31 March 2022 of £15.919m and the total balance on General Fund earmarked reserves of £124.535m as at 31 March 2022 (section 9).

2. Reason for Decision and Options Considered

- 2.1 The report outlines the Council's outturn position on revenue, capital, income and expenditure for 2021/22.

3. Key Implications

- 3.1 The report presents the management accounts of the Council and provides information on the outturn position as at 31 March 2022. The overall position at the end of the year includes:

- (£2.678m) underspend in relation to BAU General Fund activity (Quarter 3

(£2.571m)) and a net underspend of (£0.903m) for HRA (Quarter 3 (£1.246m)).

- Break-even position in relation to COVID across the General Fund, with gross pressure in excess of c.£37m and a net pressure of £0.903m across the HRA (Quarter 3 £1.246m).

3.2 Councils are required to deliver a balanced budget each year ensuring that the projected expenditure and commitments can be matched by the available resources in year. As is to be expected, a combination of demand, inflation and COVID-19 driven pressures give rise to a real challenge in councils' ability to achieve a balanced budget in the absence of understanding the longer term impact of current issues in the coming year, financial support from government and changes to central government funding.

4. General Fund Revenue Outturn Position 2021/22

4.1 The General Fund revenue outturn position for 2021/22 is £253.470m (£254.025m Quarter 3). This represents a net underspend of £2.678m (Quarter 3 (£2.571m)) (1.05%) against a General Fund revenue budget of £256.148m.

4.2 The net position is summarised in Table 1 below:

Table 1: 2021/22 Summary of Net Revenue Budget Variance

Revenue Budget	Outturn Variance (£M)	Net Variance - Quarter 3 (£M)	Net Change (£M)
Children's and Schools	2.091	2.427	(0.336)
Adults & Public Health	0.167	(0.838)	1.005
Place	4.096	3.811	0.285
Chief Executive	(1.228)	0.032	(1.261)
COVID (Council Wide)	0.000	0.000	0.000
Net Cost of Services Sub-total	5.125	5.433	(0.307)
Corporate Budgets	(7.804)	(8.004)	0.200
Total General Fund	(2.678)	(2.571)	(0.107)

4.3 BAU Budget Pressure

4.3.1 Explanations for significant BAU underspends and pressures are set out below.

Children's and Schools

4.3.2 Children's and Schools service have reported a significant gross budget pressure of £4.481m (Quarter 3 £6.767m). The gross pressure is being reduced by the additional use of DSG and in-year management actions,

bringing the net overspend to £2.091m (£2.427m Quarter 3).

4.3.3 The budget pressures are mainly driven by:

- a) Combination of demand and cost pressures in relation to Looked After Children and SEN Home to School Transport.
- b) Slippage in implementing approved cost avoidance savings for Children in Care due to increases in demand.
- c) Increased social worker agency costs due to a combination of demand and high staff turnover which is being managed in the long-term through the international recruitment programme.
- d) Costs in relation to unaccompanied asylum-seeking children (UASC) being higher than the available government grant.

Adults & Public Health

4.3.4 Adults and Public Health service has reported a significant gross pressure of £6.312m (Quarter 3 £5.307m) which is off-set by significant in-year management actions leading to a net pressure of £0.167m (Quarter 3 (£0.838m)).

4.3.5 There is an underlying gross budget pressure in relation to a combination of the value and volume of placement expenditure which has been partly off-set by one-off income from a combination of an increase in billed income and NHS contributions towards cost. Of the increase in placement costs a significant element of this relates to hospital discharge and nursing costs from the NHS as the previous arrangement under the lockdown is included within the reported COVID-19 costs.

4.3.6 We expect significant pressure to continue in 2022/23 which is funded from growth as approved by Cabinet in February 2022.

Place

4.3.7 Place are reporting a significant gross pressure of £4.627m (Quarter 3 £4.108m) which is partly being off-set by in-year management actions reducing the pressure to £4.096m (Quarter 3 £3.812m). The key drivers of the budget pressure are:

- a) Place Delivery net pressure of £0.917m reflects a variety of pressures, including GEL contract costs (£0.580m), property regulation income due to a transition period for the Discretionary Licensing Schemes ending in December 2021 (£0.526m) and other net underspends of £0.189m.
- b) Community Development net pressure of £1.072m is mainly driven by pressure relating to non-delivery of leisure savings in relation to the Gurnell development (£0.651m) and unachieved one-off temporary accommodation rental income (£0.561m) due to the delay between the purchasing of individual properties and having them available for let.

- c) Growth and Sustainability net pressure of £1.920m is mainly driven by a provision set-aside for two public inquiry planning appeals (£0.800m), write-off of legacy costs associated with the previous Gurnell Leisure scheme as the Council progresses with developing a new scheme (£0.614m) and costs associated with the Local Plan (£0.400m).
- d) Housing Development net pressure of £0.216m mainly relating to professional advice on the set up for Broadway Living Registered Provider.

Chief Executive

- 4.3.8 Chief Executive outturn position is a net underspend of (£1.228m) (Quarter 3 £0.032m) mainly driven by Housing Benefit subsidy due to the average caseload reduction (-11%) and overall HB overpayments created in-year, which has led to reduced subsidy cost and income for overpayments reducing the level of debt requiring to be provided for.

Corporate Budgets

- 4.3.9 The Corporate budget is reporting a net underspend of (£7.804m) (Quarter 3 (£8.004m) which is mainly driven by a combination of a one-off net underspend on levies of (£0.399m), use of contingency (£2m) and underspend on treasury management (£5.172m).

4.4 COVID Budget Pressure

- 4.4.1 The gross COVID expenditure in 2021/22 for General Fund was £37.024m (Quarter 3 £12.819m) which has been met from government grants.

5. Achievement of 2021/22 Savings

- 5.1 Progress on delivery of savings has been monitored against the gross saving value of £16.095m and reported to the Strategic Leadership Team as part of the quarterly Finance Monitor during 2021/22.
- 5.2 At the end of the year £10.661m (66.23%) (Quarter 3 48.80%) of savings have been achieved with £5.435m (33.77%) (Quarter 3 27.99%) not achieved.
- 5.3 The table below summarises the savings programme by Future Ealing Outcome bundles.

Table 2: 2021/22 Savings Programme by Future Ealing Outcome Bundles

Future Ealing Outcomes Bundles	Total	Red	Amber	Green	% Savings Achieved (Green)
	£M	£M	£M	£M	
Thriving Places (Neighbourhoods)	0.912	0.744	0.000	0.168	18.41%
All Age Disability	0.462	0.000	0.000	0.462	100.00%
Assets	0.246	0.094	0.000	0.152	61.75%
Better Lives Phase 2 Programme	2.366	0.000	0.000	2.366	100.00%
Commercial	0.590	0.344	0.000	0.246	41.69%

Future Ealing Outcomes Bundles	Total	Red	Amber	Green	% Savings Achieved (Green)
	£M	£M	£M	£M	
Crime and Safety	0.070	0.070	0.000	0.000	0.00%
Independent & Healthy	0.103	0.000	0.000	0.103	100.00%
Housing & Homelessness	1.948	1.311	0.000	0.637	32.70%
Environment Service	0.203	0.070	0.000	0.132	65.33%
Efficiency	1.182	0.501	0.000	0.681	57.60%
Income & Debt	1.751	0.000	0.000	1.751	100.00%
Technical Review	2.252	0.000	0.000	2.252	100.00%
Digital Programme	0.419	0.299	0.000	0.121	28.79%
Cost Avoidance	3.591	2.001	0.000	1.590	44.28%
Total Gross Savings	16.095	5.435	0.000	10.661	66.23%
Key:	Red	Savings not achieved.			
	Amber	Savings forecasted in-year, in progress of being delivered.			
	Green	Savings achieved			

5.4 COVID-19 Impact on Delivery of Savings

5.4.1 In total £0.881m of the savings were delayed to be either fully or partly delivered in-year due to the pandemic (Quarter 3 £0.837m).

6. Dedicated Schools Grant (DSG) Account

6.1 The operation of the DSG continues to allow the Council to carry forward any DSG deficits and underspends to a ring-fenced reserve. This is separate from the General Fund, which is not permitted to subsidise the account under the regulations.

6.2 At the end of 2021/22 the Council held a net surplus balance of £0.781m on its DSG account which includes a High Needs DSG deficit of £1.147m, offset by surpluses on the schools block (£1.165m) and the early years block (£0.563m). The overall outturn was an improvement from the forecast position at Quarter 3 largely due to there being a reduced pressure on the High Needs Block with lower demand than anticipated, other one-off mitigation measures not previously included within the forecast and also changes to the other blocks' positions.

6.3 There is still a structural pressure within the High Needs Block as the improved position between years largely flowed from an agreed transfer of £1.799m between Early Years and School Block to High Needs as approved by the Schools Forum and other one-off mitigation measures. This continues to be subject to the High Needs Recovery Plan which has been developed between the Schools Forum and the Local Authority.

Table 3: 2021/22 DSG Account Summary

DSG Account	Outturn 2021/22 £M				Quarter 3 Forecast £M
	Schools Block	Early Years Block	High Needs Block	Total	
Opening Balance as at 1 April 2021	(1.144)	(0.925)	1.999	(0.370)	(0.371)
2021/22 in-year movement	0.079	0.362	(0.852)	(0.411)	1.150
Outturn Deficit (+) / Surplus (-) Balance at 31 March 2022	(1.365)	(0.563)	1.147	(0.781)	0.779

7. Housing Revenue Account (HRA)

- 7.1 The HRA outturn variance is a net overspend of £3.237m (Quarter 3 £2.911m) and this includes a £0.903m overspend in relation to COVID-19. The main driver of the non-Covid pressure of £2.334m is mainly due to taking more time to turnaround void properties (general needs and temporary accommodation voids) than the planned void turnaround time allowed in the budget and the COVID pressure from general maintenance services not being provided during COVID, this has resulted in a loss in leasehold rebate income of £0.903m.

Table 4: HRA 2021/22 Summary

HRA Revenue Forecast	Net Variance - (£M)			Net Variance - Quarter 3
	BAU	COVID-19	Total	
Income	2.334	0.903	3.237	2.911
Expenditure	(3.237)	0.000	(3.237)	(2.911)
Sub-total	(0.903)	0.903	0.000	0.000
Contribution to Reserves	0.000	0.000	0.000	0.000
Net Balance	(0.903)	0.903	0.000	0.000

8. Capital Programme

- 8.1 A summary of the capital programme is set out in the table below.

Table 5: Capital Programme Summary 2021/22 – 2025/26+ Movements

Capital Programme Summary	2021/22 £M	2022/23 £M	2023/24 £M	2024/25 £M	2025/26+ £M	Total £M
Revised Programme as at Quarter 4						
General Fund	113.704	330.831	135.220	106.037	138.324	824.115
HRA	91.444	66.186	69.530	93.744	121.980	442.885
Total	205.148	397.017	204.750	199.782	260.304	1,267.000
Revised Programme as at Quarter 3						
General Fund	129.805	369.802	89.946	78.768	127.533	795.853
HRA	91.364	94.220	84.936	61.608	110.756	442.885
Total	221.169	464.022	174.882	140.376	238.289	1,238.738
Changes due to slippage, accelerated spend, reprofiling and/or in-year additions						

Capital Programme Summary	2021/22 £M	2022/23 £M	2023/24 £M	2024/25 £M	2025/26+ £M	Total £M
General Fund	(16.101)	(38.971)	45.274	27.269	10.790	28.262
HRA	0.08	(28.034)	(15.406)	32.136	11.224	0.000
Total	(16.021)	(67.005)	29.868	59.405	22.015	28.262

8.2 The revised capital programme reflects:

- Quarter 3 net slippage approved by Cabinet in February 2022
- New additions as approved by Cabinet for the General Fund and HRA in the 'Budget Strategy and MTFs 2022/23 to 2024/25' report and the 'Housing Revenue Account (HRA) Business Plan 2022-23' report.

8.3 The capital programme for 2021/22 is reporting a net overspend of £0.009m against the approved programme budget, summarised in the table below.

Table 6: 2021/22 Capital Summary

2021/22 Capital Budget Summary	2021/22 Budget	Year to Date Actuals	Slippage/ (Accelerated) Spend	Variance Under (-) / Over (+) spend
	£M	£M	£M	£M
Children's and Schools	9.600	8.794	0.801	(0.004)
Adults & Public Health	0.527	0.527	0.000	0.000
Total Children's and Adults	10.127	9.184	0.801	(0.04)
Place	67.858	48.578	19.293	0.014
Chief Executive	35.720	7.237	28.483	0.000
Total General Fund	113.704	65.136	48.577	0.009
HRA	91.444	59.628	31.816	0.000
Capital Programme Total	205.148	124.764	80.393	0.009

8.4 Approval is now sought to the re-profiling of capital schemes with a net slippage of over £1m (£67.469m), details of which are set out in Appendix 2.

8.5 Key Variances

8.5.1 The net variance of £0.09m is to be funded from external funding and will have no impact on the Council's General Fund position.

9. General Fund Balance and Earmarked Reserves

9.1 General Fund Balance

9.1.1 The General Fund balance was £15.919m as at 31 March 2022.

Table 7: General Fund Balance Forecast

General Fund Balance	2021/22 Outturn Variance £M
Balance as at 1 April 2021	15.919
Overspend (-) / underspend (+) in 2021/22	2.678
Potential Balance as at 31 March 2022	18.597
General Fund Balance	£M
Target Balance as at 31 March 2022	15.919

9.1.2 At £15.919m the General Fund balance is consistent with the risk-assessed target specified in the MTFs. The Chief Finance Officer, as the Council's Section 151 Officer, considers that a balance of £15.919m is adequate given the risks the council is facing and considering Ealing's spending history. The adequacy of reserves is reviewed annually.

9.2 Earmarked Reserves

9.2.1 Excluding Collection Fund equalisation, COVID-19 grant and other non-General Fund reserves (table 9), overall, there has been a net increase in-year of £16.258m which includes a £0.852m reduction in the DSG Deficit being carried forward.

Table 8: General Fund Earmarked Reserves and Balances

Reserves	31 March 2021	Net Movement In-Year	31 March 2022
	£M	£M	£M
Corporate - Insurance Reserve	(5.721)	0.000	(5.721)
Parking Places Reserve Account	(3.173)	(4.583)	(7.756)
PFI Reserves	(24.647)	(0.512)	(25.159)
Dedicated Schools Grant Balance	(0.370)	(0.412)	(0.782)
Sub-total Controllable Ringfenced Reserves	(33.911)	(5.507)	(39.418)
Corporate - Ealing Civic Improvement Fund	(1.298)	0.001	(1.296)
Corporate - Invest to Save Reserve	(2.817)	(0.279)	(3.096)
Corporate - Social Care Transformation Reserve	(0.167)	0.000	(0.167)
Corporate - Economic Volatility Reserve	(6.961)	(6.178)	(13.139)
Service - Various	(10.327)	(14.482)	(14.482)
Corporate - Various	(7.282)	(0.140)	(7.422)
Sub-total Controllable Non-Ringfenced Reserves	(28.852)	(39.603)	(39.603)
General Fund Balance	(15.919)	0.000	(15.919)
TOTAL GENERAL FUND RESERVES & BALANCES	(78.682)	(16.258)	(94.940)

9.2.2 The most significant movements in earmarked General Fund reserves during

2021/22 include;

- Parking Places Reserve Account – net increase of £4.583m mainly relates to LTN income.
- PFI Reserve – net increase of £0.512m increase reflects funding set aside to fund future annual repayment liabilities.
- Invest to Save reserve increase reflects planned payback of previous invest to save capital schemes.
- Economic Volatility Reserve increase of £6.178m reflects the General Fund underspend as detailed in the report above and a budgeted contribution of £3.500m.
- Service various – net increase of £4.155m is made of various balances for specific service areas which include Regional Adoption Agency balance (c£1m), CIL admin fees (c£0.5m), underspend on Perceval House decant programme (£0.573m) and earmarked grants (£0.221m).

9.2.3 Set out in the table below is the summary movement across technical and other earmarked reserves and balances.

Table 9: Technical and Other Earmarked Reserves and Balances

Reserves	31 March 2021	Net Movement In-Year	31 March 2022
	£M	£M	£M
Housing Revenue Account Reserve	(15.249)	0.000	(15.249)
Housing Revenue Account Balance	(4.925)	0.000	(4.925)
Sub-total HRA Reserve and Balances	(20.175)	0.000	(20.175)
Collection Fund Equalisation Fund	(23.091)	9.430	(13.661)
COVID-19 Grant Balance	(10.930)	0.040	(10.890)
Sub-total Ringfenced Technical Reserves	(34.021)	9.470	(24.551)
Schools Balances	(21.404)	1.111	(20.294)
TOTAL OTHER RESERVES & BALANCES	(75.600)	10.581	(65.020)

9.2.4 The following are the most significant movements in relation to technical and other earmarked reserves and balances;

- Collection Fund Equalisation Fund is a technical reserve which is used to allow for the distribution of collection fund balances relating to timing differences. The net movement in 2021/22 is due to:
 - a) Statutory Regulations not permitting the Council to charge any Collection Fund surplus and deficits to the General Fund in the year they arise.
 - b) The Council has received section 31 grant monies to cover the additional reliefs paid out in 2021/22 but due to the timing differences

with regards to accounting for these the Council needs to carry these forward through an earmarked reserve.

- School Balances represents individual school surplus and deficit balances that the Council holds on behalf of local authority maintained schools. The in-year movement is reflective of the net movement in balances held as at 31 March by individual schools.

10. Council Tax and Business Rates Collection 2021/22

10.1 The Council's collection performance for council tax and business rates in 2021/22 is set out below.

10.2 Council Tax

10.2.1 The outturn Council Tax collection was 95.83% which was behind the target collection profile of 97.2% by 1.37% which equates to £2.7m. The outturn collection rate of 95.83% was an improvement on the 20/21 figure of 95.45%

10.2.2 The net debit increased on the previous year's outturn figure by £15.97m and the cash collected increased by £16.0m.

Table 10: 2021/22 Council Tax in-year collection

Council Tax In-Year Collection	Quarter 4		Quarter 3	
	£M	%	£M	%
Amount due to be collected to achieve 97.2%	195.188	97.20%	195.621	97.20%
Target Collection	195.188	97.20%	168.653	83.80%
Amount collected	192.443	95.83%	163.090	81.04%
Variance against target	(2.745)	(1.37%)	(5.563)	(2.76%)

Source: QRC Monthly data

10.3 Business Rates

10.3.1 The outturn NNDR collection was 92.71% which was behind the target collection profile of 97.2% by 4.49% which equates to £5.8m. The outturn collection rate of 92.71% was an improvement on the 2020/21 figure of 90.57%.

10.3.2 The net debit increased on the previous year's outturn figure by £24.47m and the cash collected increased by £24.94m, these changes from last year are mainly due to reduced relief given to retail properties.

Table 11: 2021/22 Business Rates in-year collection

Business Rates In-Year Collection	Quarter 4		Quarter 3	
	£M	%	£M	%
Amount due to be collected to achieve 97.2%	125.891	97.20%	128.739	97.20%

Business Rates In-Year Collection	Quarter 4		Quarter 3	
	£M	%	£M	%
Target Collection	125.891	97.20%	102.912	77.70%
Amount collected	120.081	92.71%	92.885	70.13%
Variance against target	(5.810)	(4.49%)	(10.027)	(7.57%)

Source: QRC Monthly data

11. Legal

11.1 The Council is required to monitor and review, from time to time during the year, its income and expenditure against budget, using the same figure for financial reserves. If, having conducted the review, it appears to the Council that there has been a deterioration in its financial position, it must take such action, if any, as it considers necessary to deal with the situation, and be ready to take action if overspends or shortfalls in income emerge. (Section 28 of the Local Government Act 2003).

11.2 In regard to Schools Funding and Dedicated Schools Grant (DSG)

11.2.1 The Council currently receives funding for schools through the Dedicated Schools Grant (DSG) and has the statutory responsibility under the Schools and Early Years Finance Regulations for allocating this funding to schools.

11.2.2 The Schools and Early Years Finance (England) Regulations published in February 2020 sets out the grant condition and accounting regulations that local authorities must follow in respect of DSG deficit and underspend balances.

12. Value for Money

12.1 Managing within budget and the achievement of efficiency savings are key responsibilities of budget managers, identified as such in their performance objectives, which have helped promote the VFM culture.

12.2 Detailed variance forecasting by service budget holders, together with a corporate overview by Strategic Finance will be reported regularly (in accordance with agreed timetable) to Finance Strategy Group and Strategic Leadership Team. Where forecast adverse variances are identified in this process, they will be addressed via action plans, enabling the General Fund spending to be brought within budget during the year.

13. Sustainability Impact Appraisal

13.1 Any sustainability impacts are taken into account before final decisions are taken on whether or not to implement savings proposals as part of the budget setting process. All capital budget proposals are required to set out how the

proposal contributes towards carbon emission reduction.

14. Risk Management

- 14.1 Councils are required to deliver a balanced budget each year ensuring that the projected expenditure and commitments can be matched by the available resources in year. Due to the continued economic challenges over the last year, the Council has faced significant risk in achieving a balanced budget but close monitoring by officers and the Strategic Leadership Team has led to a one-off underspend in 2021/22.
- 14.2 As is to be expected in the current climate, a combination of continued demand, inflation and COVID-19 driven pressures are likely to give rise to real challenge in councils' ability to achieve a balanced budget over the short to medium term, in the absence of understanding the longer term impact of current issues in the coming year, financial support from government and changes to central government funding.
- 14.3 The agreed minimum level of the General Fund balance has been set at £15.919m. This is the minimum risk-assessed amount that should be maintained in the General Fund to protect the Council from variances identified via budget monitoring plus unforeseen events. This has recently been reviewed as part of the 2022/23 budget process approved by Cabinet in February 2022, with a decision to remain at the same level as 2021/22.
- 14.4 The financial position of the Council will continue to be monitored closely in order to implement any corrective actions quickly to deliver a balanced budget.

15. Community Safety

- 15.1 There are no direct community safety implications as part of this report.

16. Links to Strategic Objectives

- 16.1 The Council's medium-term financial strategy, budgets and capital programme are designed to deliver the Council's strategic priorities. The budget set for 2021/22 supported delivery of national and local priorities.

17. Equalities Analysis Assessments (EAAs)

- 17.1 There is no requirement for an Equality Impact Assessment as part of this report.

18. In Regard to the Council's Public Law Duties

- 18.1 When making decisions the Council must act reasonably and rationally. It must take into account all relevant information and disregard all irrelevant

information and consult those affected, taking into account their views before final decisions are made. It must also comply with its legal duties. Many proposals will impact upon third parties and where this is the case there may be a requirement for the Council to consult those affected before a final decision is taken on whether or not to implement the proposal or to amend the proposal prior to implementation.

19. Staffing/Workforce and Accommodation Implications

19.1 There are no direct staffing/workforce and accommodation implications arising from this report.

20. Property and Assets

20.1 There are no direct property/asset implications arising from this report.

21. Any Other Implications

21.1 The overall financial position of the Council impacts on the future provision of all Council services.

22. Consultation

22.1 Information and explanations have been sought from directorates on specific aspects of this report and their comments have been incorporated.

23. Appendices

- Appendix 1 – 2021/22 General Fund Outturn Summary
- Appendix 2 – Schedule of Capital Programme Slippage/Acceleration

24. Background Information

24.1 Council Reports:

- 2022/23 Budget Strategy and Council Tax Resolution – 1 March 2022

24.2 Cabinet reports:

- Budget Strategy and MTFS 2022/23 to 2024/25 – 9 February 2022
- Budget Update Report 2012/22 – 9 February 2022
- Housing Revenue Account (HRA) Business Plan 2022-23 report – 9 February 2022
- Budget Update Report 2021/22 – 10 November 2021
- Budget Update Report 2021/22 – 22 September 2021

Consultation

Name of consultee	Department	Date sent to consultee	Date response received from consultee	Comments appear in report para:
Internal				
Ross Brown	Chief Finance Officer	Continuous	Continuous	Throughout
Paul Martin	Interim Chief Executive	16 May 2022		Throughout
Judith Finlay Lucy Taylor	Executive Directors	16 May 2022		Throughout
Kieran Read	Director Strategy & Engagement	16 May 2022		Throughout
Helen Harris	Director of Legal and Democratic Services	20 May 2022		Legal section
Councillor Steve Donnelly	Cabinet Member for Inclusive Economy	20 May 2022		Throughout
Councillor Peter Mason	Leader of the Council	20 May 2022		Throughout
Russell Dyer	Assistant Director – Accountancy	Continuous	Continuous	Throughout
Nick Rowe	Assistant Director of Local Tax & Accounts Receivable	Continuous	Continuous	Section 10
Stephen Bell	Finance Manager, Children’s & Schools	Continuous	Continuous	Paragraph 4.3.2 – 4.3.3; Section 6

Report History

Decision type: For decision	Urgency item? No
Authorised by Cabinet member: Date :	Report deadline: Date report sent:

Report	Report authors and contacts for queries: Shabana Kausar, Assistant Director Strategic Finance, 0208 825 7549 Baljinder Sangha, Finance Manager Planning & Monitoring, 020 8825 5579 Katherine Ball, Finance Manager Capital & Projects, 020 8825 5757
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2021/2022 Revenue Summary Outturn Position

Directorate Revenue Summary		2021/22 Revised Net Budget	Actual To Date	Outturn Variance [over(+)/ under(-) spends]	Q3 Total Variance [over(+)/ under(-) spends]	Movement
		£'000	£'000	£000's	£'000	£000's
Children's Adults and Public Health	Schools Service	2,418	2,073	(345)	(76)	(269)
	Childrens and Families	62,284	64,720	2,436	2,503	(68)
	Adult Services	83,990	84,157	167	(838)	1,005
	Public Health	0	(0)	(0)	(0)	0
	Total for Childrens, Adults and Public Health	148,692	150,950	2,258	1,589	669
Place	Place Management	445	417	(28)	(0)	(28)
	Place Delivery	4,271	5,187	917	785	131
	Community Development	9,292	10,365	1,072	1,046	27
	Growth and Sustainability	(3,488)	(1,568)	1,920	1,980	(61)
	Housing Development	494	709	216	0	216
	Total for Place	11,014	15,110	4,096	3,811	285
Chief Executive	Chief Executive (incl PH Decant)	1,051	1,119	68	379	(311)
	Finance & Customer Services	10,792	10,338	(454)	(433)	(21)
	Housing Benefit Subsidy	5,404	4,168	(1,237)	(402)	(835)
	ICT & Property Services	20,986	21,138	152	337	(185)
	Human Resources	2,431	2,567	136	27	109
	Strategy & Engagement	3,925	3,925	0	131	(131)
	Legal & Democratic Services	3,061	3,169	108	(7)	115
	West London Alliance (WLA)	0	0	0	0	0
Total for Chief Executive	47,651	46,423	(1,228)	32	(1,260)	
Sub Totals pre COVID		207,357	212,483	5,126	5,433	(307)
Covid Costs (Council Wide)		(6,176)	(6,176)	0	0	0
Sub Totals		201,180	206,307	5,126	5,433	(306)
Corporate Budgets	Centrally Held Budgets (incl Treasury Management)	53,813	46,408	(7,405)	(8,168)	763
	Centrally Held Grants	(29,966)	(29,966)	(0)	0	(0)
	Levies	27,621	27,222	(399)	164	(562)
	Total for Corporate Budgets	51,468	43,664	(7,804)	(8,004)	200
Totals		252,648	249,971	(2,678)	(2,571)	(107)
Contribution to/from Reserves		3,500	6,178	2,678	2,571	107
Totals		256,148	256,148	0	(0)	(0)

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Appendix 2 - Capital Programme Net Slippage (£1m +)

Capital Scheme	2021/22 Slippage £M	2021/22 Acceleration £M	2021/22 Net Slippage £M
SCHOOLS SERVICE			
372310 SEN EXPANSION PROGRAMME	1.084	(1.033)	0.051
SCHOOLS SERVICE Expenditure Total	1.084	(1.033)	0.051
GROWTH & SUSTAINABILITY			
360067 DELIVERY OF SOUTHALL BIG PLAN	1.121	0.000	1.121
360078 GREEN HOMES GRANT	10.474	0.000	10.474
GROWTH & SUSTAINABILITY Expenditure Total	11.595	0.000	11.595
HOUSING DEVELOPMENT			
352220 GENUINELY AFFORDABLE HOMES	3.735	0.000	3.735
HOUSING DEVELOPMENT Expenditure Total	3.735	0.000	3.735
COUNCIL WIDE			
380601 BROADWAY LIVING CAPITAL	25.002	0.000	25.002
COUNCIL WIDE Expenditure Total	25.002	0.000	25.002
HRA			
351104 MECHANICAL AND ELECTRICAL WORKS	7.574	0.000	7.574
351105 EXTERNAL REFURBISHMENTS	3.695	0.000	3.695
351106 CAPITALISED VOIDS	1.421	0.000	1.421
351114 HEALTH & SAFETY & DDA	3.457	0.000	3.457
351525 COPLEY CLOSE REGENERATION	4.888	0.000	4.888
351529 HAVELOCK ESTATE	1.128	0.000	1.128
351533 HOUSING STOCK IMPROVEMENT	0.000	(1.551)	(1.551)
351535 HIGH LANE ESTATE REGENERATION	1.680	0.000	1.680
351537 ENERGY AND SUSTAINABILITY (WAS THERMAL EFFICIENCY, FUEL POVERTY& CARBON REDUCTION)	3.540	0.000	3.540
351539 LOCAL AUTHORITY HOUSING GRANT - REGISTERED PROVIDERS	1.255	0.000	1.255
HRA Expenditure Total	28.638	(1.551)	27.087
TOTAL	70.053	(2.584)	67.469

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<p>Report for: ACTION</p> <p>Item Number:</p>
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Contains Confidential or Exempt Information	NO
Title	The Broadway Connection, Ealing Broadway W5 – potential CPO
Responsible Officer(s)	Sandra Fryer - Director of Growth & Sustainability
Author(s)	Eleanor Young, Strategic Regeneration Adviser
Portfolio(s)	Growth – Cllr Shital Manro
For Consideration By	Cabinet
Date to be Considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	Ealing Broadway
Keywords/Index	Compulsory purchase, redevelopment, indemnity agreement

Purpose of Report:

To seek Cabinet approval in principle to the making of a compulsory purchase order (CPO) to facilitate the redevelopment of this key Town Centre site in Ealing Broadway.

1a Recommendations for decision. It is recommended that Cabinet

- 1.1 Agrees, in principle, that the Council use its statutory powers, including its powers of compulsory purchase to support land assembly in respect of those properties within the Site that are not in the Developer’s ownership, and to facilitate the comprehensive redevelopment of the Site, subject to the Council and the Developer entering into a CPO Indemnity Agreement (**CPOIA**).
- 1.2 Delegates authority to the Director of Growth and Sustainability to negotiate and agree the terms and authorise the Council to enter into a CPOIA with the Developer summarised at paragraph 5.3 below.
- 1.3 Agrees in principle to the disposal of Council land within the Site, shown on the plan in Appendix 1 subject to the disposal being for best consideration under section 123 of the Local Government Act.
- 1.4 Notes that the proposed development of the Site known as The Broadway Connection (the planning application for which is due to be submitted in August 2022) (the **Development**) would include the stopping up of the footpath at Haven Place, and agrees that Cabinet supports the preparation of an application to stop up Haven Place if required to facilitate the

redevelopment of the Site and for the application to be progressed under officer delegations at the appropriate time.

- 1.5 Delegates authority to the Director of Growth and Sustainability to take all steps necessary to enable a CPO to be made including but not limited to:
- (a) the carrying out of land referencing including without limitation the service of notices under section 16 of the Local Government (Miscellaneous Provisions) Act 1976 and/or section 5A of the Acquisition of Land Act 1981
 - (b) the entry onto the Site and other land for the purpose of carrying out surveys pursuant to section 15 of the Local Government (Miscellaneous Provisions) Act 1976
 - (c) the preparation of a draft statement of reasons
 - (d) the preparation of a draft CPO plan and schedule
 - (e) the preparation of notices to owners, lessees and occupiers, site notices and any other notices required to be served and/or advertised in accordance with the Acquisition of Land Act 1981 should the Executive authorise the making of a CPO

1b Recommendations for noting. It is recommended that Cabinet

1.6 Notes the current position with regard to the Site as shown on the plan in Appendix 1 (the **Site**), noting in particular that the Site is currently incohesive and dated and British Land (the **Developer**) is proposing to submit a planning application for the comprehensive redevelopment of the Site and that regeneration of the Site can deliver a cohesive site with refreshed retail, significant improvements in public realm and connectivity, as well as, much needed quality office space, bringing social and environmental benefits to Ealing and contributing towards economic growth in the area.

1.7 Notes that the Developer has strong financial standing and an excellent reputation and track record in carrying out and managing retail and commercially led development sites, including the existing Broadway Shopping Centre in Ealing

2. Reason for Decision and Options Considered

2.1 The majority of the Site was originally assembled for comprehensive redevelopment by Glenkerrin Ltd and its directors well over 10 years ago (known at that time as the Arcadia development). When Glenkerrin

subsequently went into administration in December 2011 the part of the Site in its ownership was subsequently disposed of by the receivers.

- 2.2 Proposals for the Site were then brought forward in 2015 by London Newcastle for a mixed-use scheme focusing on retail and residential (the **2015 Scheme**). The 2015 Scheme was approved in principle by the Council but subject to a challenge and call-in for consideration on heritage grounds. Following this, the majority of the Site was sold to the Developer in 2017 and the 2015 Scheme was withdrawn.
- 2.3 The Developer now owns most, but not all, of the Site. The Developer has contacted the few remaining third party landowners and will attempt to acquire the remaining parts of the Site through negotiation. Although the Developer will continue to negotiate to acquire all necessary land interests and rights, given the size of the Site it is likely that this will not be possible and therefore a CPO will be required to assemble the Site to enable its comprehensive redevelopment.
- 2.4 The Developer proposes to submit a planning application for the Development in August 2022, the Development would provide replacement retail, restaurant and café uses at ground floor and significant new office provision on the upper floors, alongside new public realm, a music venue and leisure use, and enhanced permeability across the Site, in particular the creation of a more direct route from the train station to the existing shopping centre.
- 2.5 Learning lessons from earlier failed proposals for the development of the Site, notably the 2015 Scheme, the Development will retain some of the most important buildings to ensure a positive contribution to conservation and heritage.
- 2.6 Ealing Town Centre is the main shopping and food and beverage destination in the borough and ranks as one of London's 'Metropolitan Centres'. According to the recent Town Centre Health Check commissioned by the Council as part of the preparation of the new local plan, Ealing's footfall has held up relatively well since the Covid Pandemic. However, parts of it are slightly run down and in need of investment to protect the character and attraction of the area, which continues to suffer from lower business weekday footfall. The provision of new office space as well as providing jobs in itself would support the wider catchment area demand for shopping, leisure and services in the town centre. These two contributions would help support Ealing as a Metropolitan Centre and ensure it retains its competitive position compared to other centres across Greater London.
- 2.7 The Developer has ownership of a number of sites in the town centre, including the majority of the Site under consideration here, the Ealing Broadway Shopping Centre and International House. Considering the scale of

potential investment in the wider area and the genuine opportunity to create a 'critical mass' of office provision sufficient to be attractive to the wider office market and to support town centre retail, leisure and service activities, the Developer has approached the Council to ask if the Council would be willing to exercise its statutory powers to enable it to complete the land assembly and facilitate the redevelopment of the Site.

2.8 Provided that the Council is satisfied that a sustainable, commercially led, cohesive redevelopment of the Site which delivers significant improvements to public realm and connectivity is consistent with the Council's strategic planning policies for the area it is able to support the principle of a CPO for this type of redevelopment subject to the Developer indemnifying the Council in respect of its costs by means of a CPOIA. Officers are satisfied that the Scheme proposed for the Site meets this requirement for the purposes of this report.

2.9 The Council acting as planning authority will of course need to be satisfied that the specific Development proposals are consistent with its strategic policies for the future planning of Ealing Metropolitan Town Centre before granting planning permission for the Development, and it is noted that an approval in principle to make a CPO to support redevelopment of the Site as described above does not prejudice the Council's position as planning authority in the consideration and determination of specific planning application(s) for the Site (including the proposed Development) as such applications come forward. All planning applications related to the Site will be considered on their merits in the usual way.

2.10 The decision to make a CPO being sought at this stage is a decision in principle and it is proposed that a further report will be brought back to Cabinet for authority for confirmation of the making of a CPO in due course when the planning status of the Site is known, i.e., if/when both Ealing Council and the Mayor of London has resolved to approve a planning application for the proposed scheme for the Site following proper consideration of the planning merits.

2.11 The reason for requesting these 'in principle' decisions now is that this would give greater confidence to the Developer that a redevelopment scheme of the type described above would be deliverable in principle, as despite engaging in negotiations it may not be possible for the Developer to acquire all the remaining properties within the Site and rights required to redevelop the Site by agreement. Further, some of the work needed to prepare the CPO if required, needs to be started now and therefore the CPOIA needs to be put in place early to indemnify the Council against the cost of any work and officer time required to work with the project team to help prepare the CPO. This Developer confidence supports the Council's strategic objectives to promote good quality economic growth and local jobs for local people in its

largest and most economically significant Town Centre.

2.12 Officers have considered the option of delaying this report until later in the planning application process for the Development. However, this would not give any benefit to achieving the positive outcomes of the redevelopment of the Site and would delay the implementation of the Development consent (if granted) if indeed a CPO is later required. The planning process is separate from the Council's executive decision making through Cabinet and it is not a legal requirements for a specific planning permission to have been granted for a site to make a CPO, it is appropriate for the Council to take an 'in principle' view now, and for the avoidance of doubt, such a decision does not fetter the Council's discretion as a planning authority in determining planning applications related to the Site.. In the meantime, the Developer can continue to seek to acquire the remaining property interests and rights required for redevelopment of the Site by agreement thereby potentially avoiding the need for a CPO later.

3. Key Implications

Economic Context

3.1 Ealing has been hard hit both by the Covid 19 pandemic, experiencing as a borough some of the highest rates of furlough in the Country, and by an ongoing trend of decline in local manufacturing employment that has affected London more widely. Added to this there is a national background of structural change in retail and High Streets which is putting many local jobs under further threat. The Council has established a High Streets Task Force to consider what action needs to be taken to support high streets across the borough and is taking the advice of this group in considering policy options to support each of its seven towns through the new Local Plan, 'Shaping Ealing'. The High Streets Task Force includes all three of Ealing's BIDs and has made £600,000 of investment to date with a further £1,000,000 planned over the next four years.

3.2 With an unemployment rate of 6.5% and many residents experiencing the uncertainty of insecure and low paid work, this trend needs to be reversed at the earliest opportunity. Ealing Broadway is the borough's largest local centre and the most significant in employment terms. Therefore, in order to support jobs growth in the borough, the Council needs to ensure that opportunities for investment at the heart of Ealing are supported and delivered in a timely way. Currently significantly more people commute out of Ealing to work than into Ealing and a large scale commercial led redevelopment of the Site as proposed by the Development would support Ealing's attraction as a viable in commuting location. Ealing Council commissioned a study 'Industrious Ealing (2022)' as part of its local plan evidence base. This study showed that Ealing had the second highest rate of furlough in London and the sixth highest number of jobs below the minimum wage in London.

3.3 The Council wishes to see 'Good Growth' in Ealing as a borough and to support local residents' aspirations for 'Decent Living Incomes' that they can access locally without commuting into central London. Ealing Council produced a plan for

good jobs in the Autumn of 2021 which seeks to promote higher paid, structured opportunities for Ealing residents to succeed locally. The investment planned by the Developer to create large scale quality office space provision in Ealing at the Site and at International House, would contribute directly to the provision of new, higher paid, jobs in the borough. The scale of investment planned by the Developer is therefore of strategic significance. As well as the provision of high GVA jobs, the planning authority is likely to seek commitments from the Developer to skills development, in work training opportunities, apprenticeships and meaningful work experience opportunities for students across the seven towns of the borough.

3.4 The Council believes that Good Growth is the result of a conversation between the Council, its residents, and those developers and employers wishing to invest in the borough. It is recognised that the Council and developers must work in partnership to achieve these kinds of outcomes.

3.5 If the redevelopment of the Site is achieved through the Development as currently envisaged it would contribute to meeting a range of the Council's goals. The most important of these are set out below:

- 3.5.1 By contributing approximately 2,800 new jobs to Ealing's local economy (permanent FTE) and a further estimated average of 252 FTE jobs each year during the 4 year construction phase to help meet the Council's overall target of 10,000 new jobs across the borough.
- 3.5.2 By offering the opportunity to support the Council's objectives to deliver 2,000 new apprenticeships subject to agreement in the s106 for the Development.
- 3.5.3 By offering the opportunity to support the provision of high quality in work training opportunities and potentially affordable work space for local SMEs and start-up businesses to flourish, subject to agreement in the s106 for the Development.
- 3.5.4 The Developer is a Living Wage Employer and is open to discussion about the Council's Good Business Charter as and when this emerges.
- 3.5.5 Enhancement of local heritage assets with the Development seeking to build upon, conserve and improve the existing character of Ealing Broadway.
- 3.5.6 Contributing high quality employment space for a range of businesses including local businesses and contributing to the rejuvenation of the High Street, the concept of the 20 minute neighbourhood thereby reducing the perception that people only sleep in the area and must travel to work within high quality spaces; and
- 3.5.7 significant improvements to public realm and connectivity of the area.

Planning Policy Context

3.6 The Government's "Guidance on Compulsory Purchase Process and The Crichton Down Rules" dated July 2019, (the **CPO Guidance**), states that in considering whether or not to confirm a CPO, the Secretary of State will have regard to the extent to which the purpose for which the land is being acquired fits with the adopted Local Plan for the area or, where no such up to date Local Plan exists, with the draft Local Plan and National Planning Policy Framework (NPPF).

3.7 The London Plan was most recently adopted in 2021 and identifies Ealing as a Metropolitan Centre, alongside 10 others across Greater London. However, compared to other Metropolitan Centres, Ealing provides little office space and has a relatively low employment density. Ealing is also identified as a strategic Area for Regeneration due to parts of the borough appearing in the lowest 20% of super output areas in the Index of Multiple Deprivation. The London Plan recognises that attempts to support regeneration of areas will be complex and require a range of initiatives but at their heart, they should focus on tackling local inequalities. One such issue in Ealing is the difference between Ealing residents' average earnings and Ealing workers' average earnings, which in 2020 were around £3,500 lower. This is due to high levels of out commuting to better paid jobs than those available in borough.

3.8 The Elizabeth Line through Central London is due to commence operating services on 24 May 2022. TfL is committed to deliver the full service including the Western branch serving Ealing Broadway in later 2022 or the first half of 2023.

3.9 Ealing is shortly due to commence formal consultation on its new local plan. Ealing's adopted Development Strategy DPD dates back to April 2012. The adopted Development Strategy sets out the strategic policy direction for the revitalisation of Ealing Metropolitan Town Centre in Policy 2.5(a) which is

"To regenerate Ealing Town Centre and develop a vibrant and diverse range of new homes, shops, offices, sport and leisure and other public facilities leading to the provision of 2,580 additional mixed tenure homes up to 90,000 sqm increased office space providing up to 6,500 potential office jobs, and up to 50,000 sqm of gross retail floor space."

3.10 Ealing adopted its Development Sites DPD in December 2013 and this included the previous 'Arcadia' development of the Site as part of EAL3 providing for

"Mixed use development appropriate to the town centre, including additional retail, commercial, leisure/entertainment and residential. Specific guidance will be set out in the Arcadia Site Supplementary Planning Document."

3.11 Although at the time of adoption of the last local plan it was anticipated that an SPD would be prepared and adopted for the Site, this has not yet been concluded. While a draft SPD was prepared, it was not adopted due to the ongoing nature of the scheme development, and the reality of both the heritage challenge to the 2015 Scheme and the fact that some of the aspirations of the 2015 Scheme, such as bridging across the Great Western railway tracks and taking in land to the north of the railway were not viable and or deliverable. Now we have moved into a new local plan cycle it is likely that the Site will be included as an allocated development site and any specific site aspirations are expected to be set out in the Ealing Town Plan, which will form part of the adopted local plan.

3.12 Given the importance of Ealing as the borough's only Metropolitan centre, its excellent public transport links including the new Elizabeth Line and the need to create more demand in the town centre for shopping and leisure to thrive there, the role of Ealing in the London office market is of particular importance to the Council.

One of the key policies of the new local plan is likely to be the provision of affordable workspace for local SMEs. The Council may wish to explore the Site's potential for providing and or making an offsite contribution to the provision of affordable workspace in the borough to support local businesses and smaller scale new job growth in line with policies set out in the London Plan.

3.13 The Site has been subject to pre-application discussions with the local planning authority and an application is expected to be made in late Summer / Autumn 2022. The planning merits of the Development will be assessed in accordance with policies in the London Plan and the Local Development Plan.

4. Financial

4.1 The Developers will be responsible for all costs associated with promoting the redevelopment of the site, which would include all costs incurred by the Council associated with progressing compulsory purchase as necessary including any associated officer time.

4.2 The Council itself would receive a capital receipt from the disposal of its freehold interest in the Site as shown marked in yellow on the attached plan at Appendix 1. The Council will look to achieve best consideration for its land interest based on a whole scheme appraisal of the Site and valuation advice from the Council's Property Advisors Carter Jonas. The property value is not currently included in the Council's medium term financial plan.

5. Legal

5.1 The Council has powers under s226 of the Town & Country Planning Act 1990 to acquire compulsorily any land in their area if the Council considers that the acquisition will facilitate the carrying out of a development, re-development or improvement on, or in relation to, the land and also considers that this will help to promote or improve the economic, social or environmental well-being of the area.

5.2 The Council has the power to dispose of property under s123 of the Local Government Act 1972 or, where the land in question has been appropriated for planning purposes, under section 233 of the Town & Country Planning Act 1990. In each case this is subject to an obligation to obtain the best consideration that can reasonably be obtained.

5.3 The Council has taken external legal advice from Browne Jacobson LLP on the proposed CPOIA and the principles of this have been agreed between Council officers and the Developer. This report seeks authority to enter into the CPOIA and commence work required to prepare the case for a CPO, should one be required. Under the CPOIA, the Council will be reimbursed in full for its reasonable costs, legitimately incurred whether or not the CPO proceeds and whether or not it is successful, a summary of the key provisions to be covered within the CPOIA is set out below for Cabinet's consideration.

- The Council will be indemnified by the Developer for cost associated with the CPO process and associated processes including the Stopping Up Order.

- The Developer acknowledges that the Council cannot and will not fetter its discretion to make or exercise its CPO powers.
- The Developer will continue to seek to acquire relevant interests and rights through private treaty negotiation, if this is not possible and subject to the Council being satisfied that CPO is justified, the Council will promote a CPO to facilitate the redevelopment of the Site, and in due course, transfer any land acquired as part of the CPO process at the cost of the Developer to the Developer to facilitate the redevelopment of the Site.
- The parties will act in good faith and will cooperate in coordinating any CPO inquiry (if any) and stopping up inquiry (if any).

Human Rights

5.4 The Human Rights Act 1998 places direct obligations on public bodies such as the Council to demonstrate that the use of compulsory purchase powers is in the public interest and that the use of such powers is proportionate.

5.5 When deciding to make a CPO, the Council needs to be satisfied that the purpose for which the land is required sufficiently justifies (or can be sufficiently justified in due course) interfering with the human rights of those with an interest in the land affected. It is acknowledged that the compulsory acquisition of the land within the Site may amount to an interference with the human rights of those with an interest in the land. These include rights under Article 1 of the First Protocol of the European Convention on Human Rights (ECHR) (which provides that every natural or legal person is entitled to peaceful enjoyment of his possessions) and Article 8 of the ECHR (which provides that everyone has the right to respect for his private and family life, his home and his correspondence).

5.6 When considering a CPO there is a need to balance the public interest and the individual's rights, and any interference with these rights would have to be necessary and proportionate i.e. no more than is necessary to achieve the identified legitimate aim. If Cabinet approve the making of a CPO in principle, investigations that will be undertaken ahead the next report to Cabinet (into the effect on owners and occupiers to be included in the CPO) will allow the Council to fully consider the impacts of the CPO on individual's rights and whether an appropriate balance has been struck before a final decision is made on whether or not to proceed with the CPO.

5.7 Based on the information that is available at this stage it is considered that in principle the Site is both suitable for and will facilitate the carrying out of development, redevelopment or improvement and will make a positive contribution to the promotion of the economic, social and environmental well-being of the area. It is also considered that there is likely to be a compelling case in the public interest for compulsory acquisition of various interests within the Site if they cannot be acquired by agreement. Therefore, the use of compulsory purchase powers in this case is likely to be proportionate. Without the use of these powers, the proposed redevelopment of the Site may not be achievable.

5.8 If a CPO is made appropriate compensation will be available to those entitled to claim it under the relevant statutory provisions.

6. Value For Money

6.1 The Council will need to achieve best consideration for the disposal of its own property within the Site. To achieve this, the negotiation with the Developer on land value will be carried out by professional advisers from Carter Jonas, appointed to represent the Council's interests and to ensure best consideration is achieved.

6.2 Further the Council will need to act in accordance with its statutory duties when seeking to acquire third party properties by means of a CPO. How property values are determined in a CPO situation is set out within the Crichel Down guidance and the Council will take advice on appropriate values to support purchase under a CPO from CBRE, acting on behalf of the Developer, with a shared duty of care to the Council.

6.3 The Council will be reimbursed by the Developer for any costs incurred and compensation paid to third parties by means of the proposed CPOIA. Therefore, there will be no direct financial cost to the Council arising from the recommendations in this report.

7. Sustainability Impact Appraisal

The sustainability of the proposed Development and any other scheme to facilitate the redevelopment of the Site will be considered as an integral part of the planning process.

8. Risk Management

The key risk for the Council to consider is reputational should the CPO be successfully challenged. By putting in place working arrangements early including engaging with the Developer and seeking specialist legal advice, following the CPO Guidance and carefully considering the impacts and benefits of the CPO at all stages of the process, Council officers have sought to, and will continue to seek to, mitigate this risk, and will only continue to support a CPO to facilitate the redevelopment of the Site if it remains of the view that such redevelopment will promote or improve the economic, social or environmental well-being of the area. .

9. Community Safety

The Council is seeking to promote improvements in the Town Centre and a redevelopment scheme would ensure that the community safety principles are secured by design of the scheme. These improvements include the re-provision of an existing public walkway with poor lighting and overlooking to a more suitable path across the redeveloped site. These improvements will be secured through any planning consent for the redevelopment of the Site.

10. Links to the 3 Key Priorities for the Borough

Section 3.5 sets out how this proposal supports the priority political objectives of the Council. The council's administration has three key priorities for Ealing. They are:

- fighting inequality
- tackling the climate crisis
- creating good jobs.

This proposal contributes particularly to the creation of good jobs in the borough.

11. Equalities, Human Rights and Community Cohesion

11.1 Section 149 of the Equalities Act 2010 created the public sector equality duty. Section 149 states:-

(1) A public authority must, in the exercise of its functions, have due regard to the need to:

(a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;

(b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

(c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

11.2 In deciding whether to resolve to make a CPO, the Council must pay due regard to its Public Sector Equality Duty (PSED), as set out in section 149 of the Equalities Act 2010. Consideration must also be given to whether, if the decision is made to go ahead, it will be possible to mitigate any adverse impact on a protected group or to take steps to promote equality of opportunity by, for example, treating an affected group more favourably.

11.3 An initial Equalities Assessment Analysis (EAA) has been undertaken on the potential impact of the redevelopment of the Site and any necessary mitigation strategy, to ensure that due regard has been taken of the Council's duty. The EAA is attached as Appendix 2 to this report. It will be kept under review and the result of any update will be provided for consideration by the Cabinet when seeking final authorisation to make a CPO.

11.4 Full regard will be paid to the EAA in the development of any proposals and in negotiations with those with an interest in the Site.

12. Staffing/Workforce and Accommodation implications:

There are no staffing or accommodation issues for the Council.

13. Property and Assets

The Site includes a small parcel of Council owned land (see Appendix 1) subject to best consideration being met authority is sought through this report for

authorisation for an in principle disposal of this land. This disposal is not included in the Council's medium term financial plan.

14. Any other implications:

Cabinet should consider the Council's reputational risk and be satisfied that this proposal is a reasonable and proportionate way to support the achievement of its political objectives around jobs and economic growth in a way that enhances rather than damages, the heart of Ealing town centre and protects and conserves its historical assets.

15. Consultation

The Developer has carried out pre-application consultation on the Development as summarised below :

- Announcements on Facebook and Instagram first published on 22 February 2022
- Flyers to 8,604 business and residential addresses in the local area surrounding the Site
- In person public consultation events on Thursday 3 March, 4pm - 8pm, Saturday 5 March, 10am - 2pm, Tuesday 8 March, 4pm - 8pm
- Online webinar Wednesday 9 March 6.30 - 7.30pm

Specific notification and correspondence have also been sent to all land owners that may be impacted by the redevelopment of the Site, the Development and the proposed CPO, confirming that "*British Land intends to work with Ealing Council and affected parties to secure all the required interests to enable them to deliver this scheme and I will be in contact about this in due course*". This consultation has been led by CBRE, and the Developer and CBRE will continue to engage with the relevant landowners and will negotiate agreements for purchase and/or rights, as required, wherever possible.

16. Timetable for Implementation

The project timetable is broadly as follows:

Task		When
CPO	Draft and issue Requisition Notices	July 22 – Oct 22
	Landowner responses	Oct 22 – Feb 23
	Draft Order and Statement of Reasons	Feb 23 – March 23
	LBE second resolution re making of CPO	Jul 23
	Making of CPO	August 23
	Objection period	Aug 23 – Sept 23
	CPO Inquiry Period	Sept 23 – May 24
	Planning Inspector Report, SoS Decision	May 24 – Nov 24
	Confirmed CPO advertised by LBE	Nov 24
	JR period	Nov 24 – Jan 25
Planning	Planning Submitted	August 2022
	Planning Outcome	June 2023
	JR period	June/July 2023

17. Appendices

Appendix 1 Site Plan / indicative CPO map

Appendix 2 EAA

18. Background Information

Cabinet Report 24 January 2012

Development Strategy DPD 2026 Adopted April 2012

Development Sites DPD Adopted December 2013

Draft Arcadia SPD published June 2012

Ealing Town Centre Spatial Development Framework

Draft Ealing Town Centre Health Check (2022) final version due for publication

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Lucy Taylor	Executive Director, Place	06/5/22	09/5/22	throughout
Sandra Fryer	Interim Director, Growth and Sustainability	06/5/22		
Jackie Adams	Head of Legal, (Commercial)	29/04/22	3/05/22	Legal, recommendations throughout report
Shabana Kausar	Assistant Director Strategic Finance	12/5/22	18/5/22	Section 4
Russel Dyer	Assistant Director Accountancy	19/5/22	26/5/22	
Cllr Shital Manro	Cabinet Member for Good Growth	12/5/22		
Cllr Peter Mason	Leader of the Council	12/5/22		
Jess Tamayao	Assistant Director, Property	19/5/22		
External				

Report History

Decision type: EITHER: Key decision OR Non-key decision OR For information (delete as applicable)	Urgency item? No
Report no.:	Report author and contact for queries: Eleanor Young, Strategic Regeneration Adviser

Appendix 1 Site Plan and potential CPO boundary

Main site is shown in white with title plans overlaid edged in red. Properties shaded blue need to be acquired by agreement or CPO.

Coloured arcs surrounding the site show where some rights are needed on a temporary basis for construction purposes detail in key below.



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Equalities Analysis Assessment

1. Proposal Summary Information

EAA Title	The Broadway Connection Potential CPO
Please describe your proposal?	It is a Project
Is it HR Related?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Corporate Purpose	Cabinet Report Decision

1. What is the Project looking to achieve? Who will be affected?

Cabinet is being asked to approve in principle the future making of a Compulsory Purchase Order (CPO) for The Broadway Connection proposed development scheme and actions required now to prepare for such a future outcome. The purpose of this project is to support the delivery of a major new office development at the heart of Ealing's metropolitan town centre where the majority of the land has been assembled and a small number of property is required to deliver the extent of the proposed Development Scheme.

The purpose for supporting the Development Scheme is to promote the economic well being of Ealing town centre and the wider borough, to support the creation of significant numbers of new jobs through attracting new businesses and enabling existing businesses to grow therefore creating spin off economic multiplier effects to the wider town centre.

The Development Scheme will affect visitors, businesses and residents of the town centre in Ealing and also residents across the borough and beyond who may benefit from new jobs located there. There is expected to be a significant enhancement to GVA as a result of this scheme to help rebalance Ealing workers' earnings with Ealing residents' incomes, increasing the overall number of well paid jobs within the borough boundaries.

2. What will the impact of your proposal be?

The CPO would support the delivery of the proposed Development Scheme for Ealing Broadway. This would increase certainty around the land assembly required to deliver the development.

Should the scheme proceed there would be (estimated as of June 2021) increase of 2,800 new jobs in the town centre and a further 252 FTE construction jobs on average each year during a four year construction period.

These jobs would be available to residents throughout the borough of Ealing and beyond.

Further, investment into the public realm at this prominent town centre location would result in improvements to accessibility both to the buildings and the spaces between them. This would enhance the experience for people with physical disabilities and other mobility issues such as older people. The Development Scheme would result in the re routing of an existing public right of way from an

Equalities Analysis Assessment

unpleasant and non overlooked footpath to a prominent route through the site which in addition to physical / accessibility improvements would also enhance public safety.

2. Impact on Groups having a Protected Characteristic

AGE: *A person of a particular age or being within an age group.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

As set out above, the scheme's main impact on older people would be in positive improvements to the public realm and public walking routes through the town centre. It would benefit people with mobility issues by providing modern and accessible thresholds to the public realm and buildings within the Development Scheme.

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

None

DISABILITY: *A person has a disability if s/he has a physical, mental or sensory impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities¹.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

Impact would be as for older people assuming scheme designed within principles of Inclusive Environment as required by the London Plan.

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

None

¹ Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

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GENDER REASSIGNMENT: <i>This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<i>No particular impact.</i>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<i>None</i>

RACE: <i>A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p><i>Ealing's BAME population (2020) is 54% compared to a london wide average of 44%. Therefore it is likely that BAME people will be affected by the scheme due to the make up of Ealing's population.</i></p> <p><i>People of colour or ethnic minority origin could be impacted particularly by this Scheme in two ways:</i></p> <ul style="list-style-type: none"> <i>- First if there are properties and businesses affected which include properties owned or managed by people with this characteristic</i> <i>- Secondly by way of access to new jobs as part of Ealing's wider population.</i> <p><i>However, it is not known whether any of the affected properties and businesses involve people with any particular identified characteristics and this matter will be kept under review going forward. Any party affected directly by the CPO is protected in law and entitled to compensation in applicable circumstances in accordance with the Crichel Down Rules and the Compensation Code. These rules do not discriminate on race or ethnicity grounds and their application is controlled through the CPO process.</i></p> <p><i>In respect of the second point it should be expected that people of colour or from ethnic minority groups would have access to new jobs in line with the wider population. Therefore, would be affected in a positive way. However, evidence from Ealing's Race Equality Commission (REC) shows that this is not always the case and there is currently a discrepancy between earnings rates between ethnic minority communities and the wider population. The REC report suggests that there is a pay gap between the BAME and white populations where BAME residents earn less than their white counterparts. The REC suggests action to address this through non statutory reporting of race based pay gaps.</i></p>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:

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<p>Describe the Mitigating Action</p> <ol style="list-style-type: none"> 1. <i>The Developer will keep under review the impact of the CPO on affected occupiers and these will be treated fairly in line with the law irrespective of race or any other protected characteristic. This EAA will be updated as more information becomes available on those directly affected by the CPO.</i> 2. <i>We would ask the developer and future occupiers of the scheme to commit to action recommended by Ealing's Race Equality Commission for employers of 100+ staff to commit to a pledge that shares the responsibility for reducing inequality, including on ethnic minority pay gap reporting: we call on employers across Ealing with 100+ staff to bring in reporting on the ethnicity pay gap in their workforce in the same way that employers are required by law to report on the gap in pay on average between men and women.</i>

<p>RELIGION & BELIEF: <i>Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.</i></p>
<p>State whether the impact is positive, negative, a combination of both, or neutral:</p>
<p>Describe the Impact</p> <p><i>No particular impact.</i></p>
<p>Alternatives and mitigating actions which have been considered in order to reduce negative effect:</p>
<p>Describe the Mitigating Action</p> <p><i>None</i></p>

<p>SEX: <i>Someone being a man or a woman.</i></p>
<p>State whether the impact is positive, negative, a combination of both, or neutral:</p>
<p>Describe the Impact</p> <p><i>No particular impact</i></p>
<p>Alternatives and mitigating actions which have been considered in order to reduce negative effect:</p>
<p>Describe the Mitigating Action</p> <p><i>None</i></p>

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SEXUAL ORIENTATION: <i>A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes, covering including all LGBTQ+ groups.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<i>No particular impact.</i>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<i>None.</i>

PREGNANCY & MATERNITY: <i>Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<i>No particular impact.</i>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<i>None.</i>

MARRIAGE & CIVIL PARTNERSHIP: <i>Marriage: A union between a man and a woman. or of the same sex, which is legally recognised in the UK as a marriage Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<i>No particular impact.</i>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<i>None.</i>

Equalities Analysis Assessment

3. Human Rights²

4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998?

Yes No

This issue is covered within the legal analysis in the main Cabinet report

4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child?

Yes No

This issue is not thought to be covered by the proposed Development Scheme

4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities?

Yes No

This group may be affected by the proposal in a positive way but their rights should not be affected in a harmful way.

4. Conclusion

Insofar as there are affects on people with protected characteristics these are thought to be positive. Where there is concern that some groups may be disadvantaged within society from accessing opportunities that arise from the Development Scheme, ways of mitigating this are sought by the Council in terms of ongoing monitoring.

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

Information is taken from Ealing Data online (www.data.ealing.gov.uk) and from Ealing's Race Equality Commission report (published 27 January 2022).

² For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

Equalities Analysis Assessment

5. Action Planning: (What are the next steps for the proposal please list i.e. when it comes into effect, when mitigating actions linked to the protected characteristics above will take place, how you will measure impact etc.)

Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)
Monitor persons directly affected by CPO for protected characteristics	Ensure no unfair treatment / and or additional mitigation if necessary	Persons affected by the CPO are treated fairly and without discrimination	Ongoing to making of CPO order and towards confirmation	Eleanor Young younge@ealing.gov.uk
Ealing Council to work closely with Scheme Developer and in future with Scheme occupiers to seek non statutory reporting on racial pay inequalities	Monitor results; companies can consider recruitment, training, mentoring and other measures needed to address pay inequalities (if there are any)	No pay gap between BAME and white persons within development scheme	Ongoing	Lucy Taylor TaylorL@ealing.gov.uk

Additional Comments:

Accessibility issues for persons with mobility difficulties (primarily disabled people and older persons) to be addressed through planning and building control systems.

6. Sign off: (All EAA's must be signed off once completed)

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal (Signed off by directorate HR officer)
Signed:  Name (Block Capitals): ELEANOR YOUNG Date: 26 th May 2022	Signed:  Name (Block Capitals): LUCY TAYLOR Date: 26 th May 2022	Signed: Name (Block Capitals): N/A Date:

For EAA's relating to Cabinet decisions: received by Committee Section for publication by 26 May 2022

Equalities Analysis Assessment

Appendix 1: Legal obligations under Section 149 of the Equality Act 2010:

- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.
- Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.



Report for: ACTION Item Number:
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Contains Confidential or Exempt Information	No
Title	Private Rented Sector – Selective Licensing Scheme (Designation 2)
Responsible Officer(s)	Mark Wiltshire (Director of Community Development)
Author(s)	Allison Forde (Assistant Director Property Enforcement and Environmental Protection) Rachel Fell (Property Regulation Lead Practitioner)
Portfolio(s)	Councillor Shital Manro (Portfolio Leader for Good Growth)
For Consideration By	Cabinet
Date to be Considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	Acton Central, Dormers Wells, Greenford Broadway, Greenford Green, Hanger Hill, Hobbayne, Lady Margaret, North Greenford, Northolt Mandeville, Northolt West End, Perivale and South Acton (Pre-May 2022 ward boundaries)
Keywords/Index	Private Rented Sector, Licensing Schemes, Additional Licensing, Selective Licencing, HMOs, DLUHC, Secretary of State, General Approval.

Purpose of Report:

Agree to designate a new selective licensing area, to be known as Selective Licensing Designation 2 in the 12 wards of Acton Central, Dormers Wells, Greenford Broadway, Greenford Green, Hanger Hill, Hobbayne, Lady Margaret, North Greenford, Northolt Mandeville, Northolt West End, Perivale and South Acton (pre-May 2022 boundaries) for a five-year period, subject to confirmation by the Under Secretary of State for Homelessness and Housing at the Department of Levelling Up, Housing and Communities (DLUHC).

1. Recommendations for DECISION

It is recommended that Cabinet:

- 1.1 Agrees to designate a new selective licensing area (to be known as Selective Licensing Designation 2) in the 12 wards of Acton Central, Dormers Wells, Greenford Broadway, Greenford Green, Hanger Hill, Hobbayne, Lady Margaret, North Greenford, Northolt Mandeville, Northolt West End, Perivale and South Acton (pre-May 2022 boundaries) as delineated and edged red on the map in the draft designation in **Appendix 1** for a five-year period, subject to confirmation by the Department of Levelling Up, Housing and Communities (DLUHC).
- 1.2 Agrees that this Selective Licensing Designation 2 will have the same terms and conditions as Selective Licensing Designation 1 that was agreed by Cabinet on 8 December 2021. Those terms and conditions are set out in paragraphs 1.4 and 1.6 – 1.10 of the 8 December 2021 Cabinet report *Private Rented Sector Licensing Schemes Renewal*.
- 1.3 Authorises the Director of Community Development, following consultation with the Portfolio Holder, to agree the final document requesting confirmation of the selective licensing designation from DLUHC.
- 1.4 Note the content of the Property Regulation teams HR/People Strategy in **Appendix 3**.

2. Reason for Decision and Options Considered

Background

- 2.1 In order to bring private rented properties in Ealing with the worst property conditions under a selective licensing regime the council has adopted a phased strategic approach.
- 2.2 The first phase of this approach has been the implementation of a small selective licensing designation in the three wards of East Acton, Southall Broadway and Southall Green (pre-May 2022 boundaries) which came into force on 1 April 2022. This ensured that there was a continuation of licensing (following the expiry of its initial PRS licensing schemes on 31 December 2021) in the three wards which have some of the worst property conditions, the most PRS complaints and some of the highest levels of category 1 hazards in the borough. This is known as Selective Licensing Designation 1.
- 2.3 Prior to the agreement of this designation, the council had undertaken a statutory consultation on its licensing proposals between 10 May and 16 August 2021. The findings of that consultation, the council's response to the representations made and the final proposals for the designation were presented to Cabinet in the 08 December 2021 report *Private Rented Sector Licensing Schemes Renewal*.
- 2.4 The consultation also included proposals to introduce a second selective licensing scheme, known as Selective Licensing Designation 2 in the wards of

Acton Central, Dormers Wells, Greenford Broadway, Greenford Green, Hanger Hill, Hobbayne, Lady Margaret, North Greenford, Northolt Mandeville, Northolt West End, Perivale and South Acton (Pre-May 2022 boundaries). The streets in this designation are listed in **Appendix 2**.

- 2.5 This second phase is vitally important to ensure that improvements in the safety of properties can continue to be made across all wards where there is evidence of poor property conditions and serious housing hazards.
- 2.6 Having two phases to the scheme is strategically significant as it allows the Property Regulation team to gradually scale up resource to administer and enforce a larger designation. The team was reduced in line with the end of the initial schemes (December 2021) and recruitment is underway to ensure a fully operational team is in place to service designation 1.
- 2.7 However, it was noted in the 8 December 2021 cabinet report that scaling up for designation 2 was an even greater challenge. In response, a fully researched and realistic HR/People Strategy has been devised that will provide a practical road map to how this larger selective licensing designation will be resourced. The strategy sets out the Property Regulation team's approach to the recruitment, development, and retention of people to the team to ensure the substantially enlarged licensing schemes are efficiently and effectively administered, scheme objectives met and statutory obligations are fulfilled. Refer to **Appendix 3**.

Approvals for selective licensing designations

- 2.8 Confirmation from DLUHC is required for any selective licensing scheme which would cover more than 20% of the geographical area or would affect more than 20% of privately rented homes in the local authority area.
- 2.9 Designation 2 equates to 56.89% of the geographical area of the borough and 41.35% of the total affected (i.e. affected by the designation) private rented sector in Ealing. This figure is of the predicted PRS without s254 HMOs, which would be covered by additional or mandatory HMO licensing and not selective licensing. Together with designation 1, this will equate to 70.37% of the geographical area of the borough and 59.72% of the total affected private rented sector in Ealing. The figure for the total PRS inclusive of s254 HMOs in designation 2 is 45.23% and when combined with designation 1, is 65.06%.
- 2.10 This designation therefore requires confirmation from DLUHC.

Strategic importance of selective licensing for Ealing

- 2.11 The government published its White Paper 'Levelling Up the United Kingdom' on 2 February 2022. Levelling up is the government's moral, social and economic programme and sets out how it will spread opportunity more equally across the UK.
- 2.12 The paper includes commitments to improve the PRS. These measures include:

- the publication of a further White Paper containing proposals to introduce a legally binding “Decent Homes” standard in the PRS.
- explore a National Landlord Register.
- bring forward other measures to reset the relationship between landlords and tenants, including through ending section 21 “no fault evictions”.
- A 50% reduction in non-decent homes by 2030.

2.13 Selective licensing compliments the measures proposed within the Levelling Up White paper. Licence conditions improve property conditions by requiring landlords to proactively manage their properties to a consistent standard. All eligible licensable PRS properties will have to be licenced with the council and recorded on a public register. Better managed properties/tenancies result in improved landlord-tenant relations and longer, more sustained tenancies and less evictions.

2.14 As well as supporting national policy objectives, property licensing supports the council in meeting a number of its own local strategic priorities, and these are set out in the paragraphs below.

Ealing Labour Manifesto

2.15 The 2022 Ealing Labour manifesto sets out the following key pledges/priorities for the council:

- Decent living incomes
- Genuinely affordable homes
- Good growth
- Climate action
- Thriving communities
- Inclusive economy
- Tackling crime and inequality
- A fairer start
- Healthy lives

2.16 In relation to *genuinely affordable homes* the manifesto recognises there is a housing crisis in London and that too many people cannot access affordable, safe and decent homes. A number of pledges have been made to help deliver genuinely affordable homes including the following:

a) *Establishing a Private Renters Association, led by renters, to provide mutual support and advocacy for the 15,000 families that are renting privately within the borough.* One of the objectives of the property licensing schemes is to increase awareness in tenants of the minimum standards to be expected in rented accommodation. Property licensing will therefore support the council in meeting this pledge.

b) *Continuing the fight with government to give us the powers we need to extend our landlord licencing scheme across 100% of the borough, to ensure that we put an end to rogue slum landlords taking advantage of tenants.* The

proposed designation 2 will increase selective licensing to 15 wards as opposed to the 3 wards currently covered by designation 1. One of the objectives of the property licensing schemes is to eliminate rogue landlords. Implementing the enlarged designation 2 is a significant step towards meeting this pledge.

2.17 Presently eight wards have not been included in selective licensing designations 1 or 2. These being Cleveland, Ealing Broadway, Ealing Common, Elthorne, Northfield, Norwood Green, Southfield and Walpole (pre-May 2022 boundaries). Although these wards contain high levels of PRS the evidence does not show the higher proportion of housing hazards that we see in other parts of the borough. We shall however continue to monitor the wards not included in the schemes and should the evidence change then consideration will be given to develop proposals for a third designation.

Ealing Race Equality Commission

2.18 In January 2021, the Independent Ealing Race Equality Commission was created in the wake of George Floyd's murder and the Black Lives Matter movement. It was chaired by activist and life peer, Lord Simon Woolley, alongside 11 independent commissioners, all of whom live or work in the borough. It released its final report in January 2022 and identified a number of priorities crucial to bringing about positive change.

2.19 Health (*use what we've learnt from the Covid-19 pandemic to eliminate health inequalities. If we don't act now these inequalities are going to grow*) is one of the priorities identified in the report, considering the wider effect of non-medical social determinants of health such as the issue of poor housing conditions. It is stated that, based on Ealing data, wards with higher proportion of residents identifying as Black, Asian or Minority Ethnic (BAME), had higher total infection rates. Asian and Asian British groups being disproportionately affected by COVID hospital admissions.

2.20 53.4% of Ealing's population is BAME, the third highest level in London. It is known that this group is more likely to live in overcrowded accommodation and it is estimated that at least 14% of Ealing's PRS is overcrowded. All wards in the borough are worse than the national average for barriers to housing and services, one of the domains considered as part of the Indices of Multiple Deprivation. Over-crowding, homelessness and housing affordability are some of the factors making up this domain.

2.21 Housing (*respect and empowerment*) was also identified as a priority. It states that BAME households are four times more likely to be overcrowded and that private renters are six times more likely to be overcrowded. In relation to addressing inequality in housing, it makes the following demands:

- *The Council should empower tenant groups and place them at the heart of both new and existing developments. We were concerned about the high numbers of households in social and private rented accommodation*

that do not have structures that allow their collective voices and experiences to be heard in policy and neighbourhood regeneration.

- *The Council should run a campaign with tenants in the private sector to promote a greater awareness of their rights, where to go for support and advice, and how to hold bad landlords to account. With more and more people in the private rented sector than ever before, and with poor housing being recognised as a significant detriment to health, it is imperative that individuals are empowered to take action with the support and back up of statutory agencies as appropriate.*

2.22 A key objective of the property licensing schemes is to increase awareness in tenants of the minimum standards to be expected in rented accommodation. Property licences also come with conditions which include maximum numbers of occupiers to reduce overcrowding. The property licensing schemes including Selective Licensing Designation 2 will therefore support the council in implementing the recommendations of this report.

Ealing climate and ecological emergency strategy 2021-2030

2.23 Ealing Council declared a climate emergency in April 2019, committing to treat the climate and ecological emergency as a crisis requiring immediate and vital action. The council's aim is to become carbon neutral, as a borough and an organisation by 2030.

2.24 The Ealing climate and ecological emergency strategy 2021-2030 sets out a plan to reduce the council's produced emissions and outlines a commitment to use our influence to reduce emissions emitted across the borough. The intended outcome of these actions is to mitigate climate change and to reduce the loss of plants and wildlife on which human life depends.

2.25 As 38.1% of Ealing's homes are now estimated to be in the PRS, property licensing is vital in assisting the council in improving energy efficiency in this sector, either by promotion of programmes available to make property improvements, or by targeting enforcement action towards the least energy efficient properties. This is crucial in light of the current cost of living crisis and recent substantial increases in energy prices which will lead to more persons being unable to heat their homes adequately.

2.26 Property licensing fees have been structured to recognise the importance of energy efficient homes by offering a discount of £50 on licence fees for homes with an EPC rating of C or above.

2.27 The objectives of the property licensing schemes (improving property conditions, improving the working relationship with landlords) will support the council towards achieving its aims and commitments.

3. Key Implications

Selective licensing designation 2

3.1 In order to designate a selective licensing scheme, the following criteria must be met:

- a) That the authority considers that the statutory conditions to make a selective licensing designation are satisfied.
- b) Reasonable steps have been taken to consult with persons who are likely to be affected by the designation; and representations made in accordance with the consultation and not withdrawn have been considered.
- c) The making of the designation is consistent with the authority's overall housing strategy.
- d) The authority is seeking to adopt a co-ordinated approach in dealing with homelessness, empty properties and anti-social behaviour, both as regards to combining licensing with other courses of action available to them, and combining such licensing with measures taken by other persons.
- e) The authority has considered whether other available courses of action might provide an effective method of achieving the objective(s) that the selective licensing designation is intended to achieve and that making the designation would significantly assist in achieving the objective(s), whether or not any other course of action is taken as well.
- f) The authority has considered any potential negative economic impact that licensing may have on the area.
- g) That the authority can demonstrate how licensing will work in conjunction with existing initiatives (such as landlord accreditation) and partnerships.

3.2 How the council have met these criteria is set out in the paragraphs below.

Statutory conditions have been satisfied

3.3 Section 80 of the Housing Act 2004 and the Selective Licensing of Houses (Additional Conditions) (England) Order 2015 sets out the criteria and considerations that the council must be satisfied are met when considering designating a selective licensing area. These general conditions are:

- That the area is, or is likely to become, an area of low housing demand
- That the area is experiencing a significant and persistent problem caused by antisocial behaviour
- The area has poor property conditions*
- The area has high levels of migration*

- The area has high levels of deprivation*
- The area has high levels of crime*

* for these criteria to be applicable, there must be a high proportion of PRS properties occupied as either assured shorthold tenancies (ASTs) or licences to occupy.

- 3.4 The private rented sector in Ealing plays a crucial role in providing accommodation for residents. A housing review, the findings of which were initially presented to Cabinet in the report *Private Rented Sector Licensing Schemes Renewal* on 20 April 2021, found that Ealing's PRS is now calculated to be 38.1% (54,776 homes) of all housing stock. This high prevalence of PRS is found throughout the borough and is significantly higher than the national average of 19%.
- 3.5 Ealing is consistent with London in that it has an increasing population, 346,908 in 2018, projected by the GLA to be 398,309 by 2031. However, a shortage of affordable housing and shrinking prevalence of owner-occupation will mean that more and more residents, especially those who are vulnerable and on low incomes, will be reliant on Ealing's PRS as their only option for a home.
- 3.6 Black, Asian and Minority Ethnic (BAME) groups are disproportionately likely to suffer from poor housing, which will not only have an impact on their health but can also have a detrimental impact on safety, education and life chances.
- 3.7 We recognise the vital role that landlords play in providing good quality private rented accommodation. Nevertheless, housing conditions in the PRS are, on average, often worse than in other tenures. Nationally, 12% of PRS homes are estimated to have a serious category 1 hazard. Overall, 9% of English housing stock had a category 1 hazard with 10% of owner occupied and 5% of the social rented sector having a category 1 hazard.
- 3.8 The housing review found that poor housing conditions were prevalent in Ealing's PRS. 12,063 PRS properties were predicted to have at least one serious category 1 hazard. This represents 22% of all PRS stock, significantly higher than the national average of 12% (English Housing Survey 2020-21).
- 3.9 As well as having a mixture of high and low deprivation wards, Ealing has high rents, above London average private rented property possession claims, fuel poverty and homelessness. All wards are rated higher than the national average for barriers to housing and services.
- 3.10 Furthermore, 2.2% of PRS dwellings had an EPC rating of F and G, which is below the statutory minimum requirement. Nationally, the energy efficiency of the English housing stock has continued to improve. In 2020, the average SAP rating of English dwellings was 66 points, up from 65 points in 2019. This was evident in all tenures apart from private rented dwellings where there was no significant increase.

3.11 The prevalence of the PRS in designation 2 is considered to be high, ranging from 46.2% of properties in Hanger Hill to 26% in Hobbayne – higher than the national average of 19%. The percentage of PRS by ward includes s254 HMOs, as the national benchmarking for PRS (19%) is for the total PRS which includes these HMOs. Similarly, the percentage of PRS properties with at least one category 1 hazard includes s254 HMOs as the national benchmarking (12%) also includes these HMOs.

3.12 Furthermore, the wards included in this designation are predicted to experience a high proportion of poor housing conditions, ranging from 33.73% of properties in Acton Central to 17.25% in Hanger Hill predicted to have at least one category 1 hazard. The national average is 12%. Over the past five years, the council received a total of 4,615 housing complaints across the wards in designation 2 and served a total number of 232 housing and public health statutory notices.

3.13 Table 1 below provides a summary overview of designation 2 PRS by ward.

Table 1. Designation 2 - PRS summary overview

Ward	Percent PRS (%)	% of dwellings with serious hazards (Cat 1)	No. of dwellings with serious hazards (Cat 1)	No. of disrepair complaints received	No. of housing & public health Statutory Notices served	No. of ASB incidents
National Average	19%	12%				
Acton Central	45.2	33.73	1,099	1042	37	365
Dormers Wells	26.3	27.37	341	268	12	167
Greenford Broadway	36.5	18.75	481	329	24	318
Greenford Green	30.6	23.57	408	265	22	274
Hanger Hill	46.2	17.25	530	335	24	330
Hobbayne	26.0	19.89	292	172	8	223
Lady Margaret	31.6	30.14	403	332	21	160
North Greenford	29.4	26.18	417	299	15	261
Northolt Mandeville	26.3	19.73	310	186	8	224
Northolt West End	27.6	20.21	331	181	7	247
Perivale	36.7	23.74	516	374	24	289
South Acton	38.9	26.89	839	832	30	273

(Source: Ti 2021)

3.14 Designation 2, like designation 1, is therefore being proposed on the basis it meets the criterium of poor housing conditions as per paragraph 4 of the Selective Licensing of Houses (Additional Conditions) (England) Order 2015. As such, the terms and conditions of designation 2 will be the same as those agreed by Cabinet on 21 December 2021 in the 08 December 2021 report *Private Rented Sector Licensing Schemes Renewal*. These terms were finalised having taken into consideration the response to the consultation:

- The objectives of designation 2 will be those agreed by Cabinet on 21 December 2021.
- The selective licence conditions applicable to licences granted under designation 2 will be those agreed by Cabinet on 21 December 2021.
- The selective licence fees for designation 2 will be in line with those set out in the fee schedule agreed by Cabinet on 21 December 2021 for designation 1. In summary, the fee for a selective licence will be £750, and discounts will apply for early applicants, accredited landlords/agents, and properties with an EPC rating of C or above.
- The same policy regarding the length (duration) of licences granted under the new licensing scheme and the variation of licences granted for less than five years under the previous selective licensing schemes, as agreed by Cabinet on 21 December 2021, will apply.
- The same delegated authority, as agreed by Cabinet on 21 December 2021, to the Director of Community Development to issue the required statutory notifications in relation to the designations and, in consultation with the Portfolio Holder, to amend the licensing fee and make such other changes to the schemes as is necessary for the effective administration of the schemes.
- The same agreement, as agreed by Cabinet on 21 December 2021, to the Director of Community Development to consult with the Chief Financial Officer in regard to the carrying forward of any surplus/deficits, and approvals of updated financial plans.

Consultation

3.15 The council consulted on its new property licensing proposals, including designation 2, between 10 May and 16 August 2021. During the consultation exercise, the council proposed a new selective licensing scheme that would cover two distinct designations that would be introduced in a phased approach. The scheme would apply to all private rented sector properties in the designated areas that are not included in the mandatory or additional HMO licensing schemes.

3.16 In order to ensure independence, the council commissioned Housing Quality Network (HQN), an independent housing consultancy, to undertake the consultation exercise on its proposals. The consultation included an online survey (1,677 useable responses), live online public meetings (112 attendees), and interviews with (10) key stakeholders. The exercise sought views from residents, private tenants, private landlords, lettings/managing agents, businesses and other stakeholders about the council's proposals. Additional effort ensured that landlords resident outside the borough were also advised of the consultation exercise. As the consultation was held towards the end of COVID-19 restrictions, the consultation communication channels and activities

were adjusted to mitigate any issues and to ensure all stakeholders could be reached despite the challenges.

3.17 The full findings of the consultation and the council's response to representations made was presented to Cabinet in the 08 December report *Private Rented Sector Licensing Schemes Renewal*. The main findings of the consultation are summarised here:

- There was considerably greater support for selective licensing amongst tenants and residents, who agreed that there were issues with poor property conditions in the PRS . Landlords and managing agents were less favourable, with their answers being the opposite to the actual lived experience of the tenants themselves.
- Concerns were expressed about the cost of licensing being passed on to tenants, and the need for effective enforcement of the selective licensing schemes was emphasised.
- Feedback on the proposed selective licence conditions was considered, resulting in the council removing five conditions and amending eight.
- Feedback on the proposed selective licence fee structure was considered, and changes made to support responsible landlords who had previously licensed their properties and/or were improving their professionalism in managing private rented properties through a broader range of landlord accreditation organisations.

Housing and homelessness strategy

3.18 Ealing's overarching Housing Strategy is currently being updated; however its key aims will remain consistent with its 2014/19 [Private Sector Housing Strategy](#) which sets the following four strategic priorities:

- Increase the supply of private housing
- Support residents to access affordable, well managed private rented homes
- Improve the condition of private housing through regulation through our licencing schemes
- Develop strong partnerships to support the private housing sector

3.19 It is proposed that the updated Housing and Homelessness Strategy 2022 will have six headline priorities underpinned by a number of sub-commitments. Property licensing will support five of these priorities, in particular priority 6, which are listed below:

- Priority 1: Increase the supply of homes across all tenures in Ealing
- Priority 2: Support sustainable homes & neighbourhoods
- Priority 3: Seek to prevent and address homelessness and rough sleeping

- Priority 4: Ensure intermediate and low cost rented homes are genuinely affordable and well managed (N/A)
- Priority 5: Address housing inequality in the borough
- Priority 6: Safer, better managed private rented homes

3.20 A consultation was undertaken from 7 February to 8 April 2022 seeking views from residents and interested organisations about the housing issues faced in the borough. This information will be used to help inform the new five-year housing and homelessness strategy. There will be further consultation on the draft strategy itself and the delivery plan later this year.

3.21 The response to the consultation, is currently being considered and reviewed. However initial findings suggest there is strong support for the above listed priorities, and relating to priority 6, strong support for its sub-commitments to improve the quality of the PRS, respond to concerns about PRS and eliminate rogue landlord activity in the borough. Property licensing will play a significant role in achieving these commitments.

3.22 The first phase of non-statutory engagement on the new Local Plan for Ealing was launched on 10 November 2021 as a suite of activity under the “Shaping Ealing” umbrella. It consisted of an online survey on the GiveMyView digital platform and a series of community engagement events held in various parts of the borough. The engagement activity ran until 6 May. One of the key themes that emerged was residents’ feeling there was a lack of affordable housing in the borough.

Homelessness

3.23 Property licensing will ensure the quality and standard of housing in Ealing is better, with less overcrowding, and longer tenancies thus helping to prevent homelessness by persons feeling they cannot remain in their existing accommodation. Furthermore, licensing will improve the professionalism of landlords in the management of their properties so potential problems with tenancies are dealt with quickly and effectively before things become unresolvable, thus decreasing the likelihood of tenants being evicted.

Empty properties

3.24 The council’s Property Licensing and Empty Properties functions are teams working within the Property Regulation team and regularly share intelligence in regard to the location, ownership etc of both empty and licensed properties. Empty Properties attract nuisance and ASB, so work done to bring empty properties up to standard and back into use as liveable homes is complimentary to the objectives of Property Licensing and other council strategies such as homelessness and ASB reduction. The enforcement approach to empty properties is set out in the council’s Empty Property Strategy 2017-2022.

Antisocial behaviour (ASB)

3.25 The council's Safer Communities Team oversees the council's response to ASB in the borough and undertakes enforcement and partnership work with the Police and other key partners. We will continue to work closely with the Safer Communities Team to share information and intelligence on the ownership and management of rented properties in order to resolve ASB in privately rented properties. There are a number of licence conditions that deal with tenancy management and ASB, clearly stating the landlords' responsibilities when dealing with ASB. The property licensing designations are vital in supporting the council's multi-agency approach to tackling and reducing ASB by obliging landlords and property managers to be proactive in dealing with any ASB arising in their properties.

Other courses of action have been considered

3.26 A local authority must not make a property licensing designation unless consideration has been given to other courses of action available to them that would achieve the objectives they would want the designations to achieve.

3.27 These objectives and alternative options were also set out in the council's consultation evidence documents which were initially presented to Cabinet in the 8 December 2021 report *Private Rented Sector Licensing Schemes Renewal*.

3.28 The most common theme about alternatives to licensing that emerged from the consultation was that the council should focus on using its existing powers rather than designate further discretionary licensing schemes. The council's full response to these representations is in the 8 December 2021 Cabinet report *Private Rented Sector Licensing Schemes Renewal*.

3.29 Property licensing places the responsibility on the landlord to inform the council that their property is licensable and encourage them, with the council's support, to ensure that they meet the required standards and comply with licence conditions. The council is not solely reliant on reacting to notifications from PRS tenants who are willing and/or able to make complaints about property conditions. The most vulnerable occupiers of the PRS are often the least able or likely to be able to submit complaints about property conditions. The council can prioritise its resources effectively to dealing with the properties of most concern and target enforcement actions to those landlords who fail to licence their properties and/or breach licence conditions.

3.30 It is considered that no alternatives were identified through the consultation process that would, individually or collectively, be capable of delivering the scheme objectives that the council would deliver through its property licensing schemes.

Potential negative economic impact

3.31 There is no evidence to suggest that the introduction of the council's discretionary licensing schemes in 2017 had a negative impact on the areas in which they operated. A recent independent review of the Use and Effectiveness of Selective Licensing commissioned by MHCLG (now DLUHC) determined that there was

no substantive evidence of rent rises being passed onto tenants due to the introduction of selective licensing schemes. If selective licensing is extended to other wards in the borough, no negative economic impacts are anticipated. It is considered that selective licensing, when combined with other measures taken in the designated areas will have a positive economic impact rather than negative by contributing to improved housing conditions.

Licensing working in conjunction with existing initiatives and partnerships

3.32 We will continue to build on the good working relationship with our internal and external partners. We have engaged in several joint working initiatives and partnerships with agencies such as the Police, Fire Service, HMRC, Immigration Enforcement, Social Services, Park Guard, Community Safety, Envirocrime and Planning Enforcement. We will also continue to actively promote the London Landlord Accreditation Scheme (LLAS) and provide discounts to accredited landlords.

4. Financial Implications

4.1 There are no fees associated with submitting an application to DLUHC for consideration/confirmation of designation 2.

4.2 The proposed fees for selective licences granted under designation 2 will be the same as for those agreed for selective licencing designation 1. Those fees are as follows:

- Selective licence fee: £750
- Early application discount: 25%
- Accredited landlord discount: £75
- EPC (rating C or above) discount: £50
- Block/multiple application: £675 per flat

4.3 A financial model was created for designation 1 as approved by Cabinet on 08 December 2021 with the same applicability to designation 2 to set out how the schemes are designed to be cost neutral over the course of a 10-year period. The model assumes that although the scheme is for 5-year licences there is an ongoing licence enforcement and management requirement over the life of the licence, even though the new selective schemes will cease and no new licences issued from year 6 onwards.

4.4 The costs of resourcing the schemes in years 6 -10 will reduce in line with the number of licences that need to be managed and enforced during this period. This is detailed in the HR/People Strategy, **Appendix 3**

4.5 The projected expenditure and income for designations 1 and 2 was presented in detail in the 08 December 2021 Cabinet report *Private Rented Sector Licensing Schemes Renewal*, which included the detailed breakdown of staffing and non staffing costs. In summary the estimated net position over a 10 year period is detailed below for income and expenditure.

Revenue (£m)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Expenditure	7.06	3.80	3.21	2.25	2.00	1.45	1.39	1.36	1.31	1.29	25.12
Income	(8.49)	(5.51)	(4.51)	(2.42)	(2.07)	(0.81)	(0.63)	(0.46)	(0.25)	(0.21)	(25.36)
Total	(1.43)	(1.70)	(1.30)	(0.17)	(0.07)	0.64	0.76	0.90	1.05	1.08	(0.24)

Overall Financial Operation of the Scheme

- 4.6 Given the nature of the scheme is intended to break even over several years of its operation with no material subsidy from the council, it will operate as a ring fenced trading account within the General Fund, carrying over surpluses and deficits as appropriate. The Director of Community Development will need to manage and operate the trading account in accordance with the financial regulations and appropriate finance guidance notes/advice. The operation of the ringfenced trading account will be subject to an annual review and decisions with regards to any carry over of surplus and/or deficit balances between years will be subject to formal approval by the Chief Finance Officer as the council's Section 151 Officer. In doing so regard will be given to the financial performance of the scheme with regard to the objective of break-even over the life of the scheme, including corrective actions recommended by the Director of Community Development which may include relevant adjustments to expenditure and income and charges levied and the continued operation of the scheme therein.

5. Legal

- 5.1 The power to make a selective licensing designation is set out in sections 80 – 84 of the Housing Act 2004. The council must take reasonable steps to consult persons who are likely to be affected by the designations and consider any representations made in accordance with the consultation. A consultation must run for a minimum of 10 weeks.
- 5.2 Under the Licensing of Houses in Multiple Occupation and Selective Licensing of Other Residential Accommodation (England) General Approval 2015, designations that either cover more than 20% of their geographical area or would affect more than 20% of privately rented homes in the local authority area require confirmation from DLUHC.
- 5.3 The statutory criteria and considerations that the council must be satisfied are met when considering designating a selective licensing area are set out in key implications above. In addition, section 81 Housing Act 2004 requires the council to ensure that any proposal is consistent with its housing strategy which has been described above.

- 5.4 Certain types of tenancies/licences are exempt from selective licensing, and these are set out in section 79 of the Housing Act 2004 and the Selective Licensing of Houses (Specified Exemptions) (England) Order 2006.
- 5.5 Once a selective licensing designation is confirmed, it cannot come into force until three months after it is made. A designation may be made for up to five years.
- 5.6 In the case of *Iyawa v Newham LBC LON/00BB/HMV/2016/0004* the First Tier Tribunal held that a local housing authority may grant a licence for up to five years even if, by doing so, the licence expires after the scheme designation has ceased to have effect.
- 5.7 Section 83 of the Act requires local housing authorities to publish a notice of the designation once it has been confirmed. A local housing authority must:
- publish a notice within the designated area within seven days of the designation being confirmed
 - notify all those consulted on the proposed designation within two weeks of the designation being confirmed
- 5.8 For selective licensing designations the council must be satisfied that:
- the proposed designations are consistent with the overall housing strategy,
 - a co-ordinated approach is adopted in dealing with homelessness, empty properties and ASB,
 - alternative courses of action have been considered, and,
 - the proposed designations will significantly assist in achieving its objectives
- 5.9 In addition to the above criteria, when making a selective licensing designation the council must:
- have considered any potential negative economic impact that licensing may have on the area, and
 - can demonstrate how licensing will work in conjunction with existing initiatives (such as landlord accreditation) and partnerships.

Costs, Penalties and Sanctions

- 5.10 Article 13(2) of the EU Services Directive (2006/123/EC) requires that the licence fee paid by the applicant must be reasonable and proportionate to the cost of the authorisation (licensing) procedure.
- 5.11 It is a criminal offence for a landlord to operate a property without a licence in a designated area or to fail to comply with any licence conditions. This may result in prosecution proceedings or a financial penalty of up to £30,000. On conviction, the Court may impose an unlimited fine.

5.12 Other consequences of operating a licensable property without a licence include Banning Orders, Rent Repayment Orders, and not being able to issue so called “no-fault” eviction notices.

6. Value for money

6.1 Once the scheme is set up it is designed to be self-financing through the levy of fees. The schemes also have potential to produce value for money in other areas, as set out below.

6.2 Health benefits - It is estimated that poor housing costs the NHS in the UK at least £2.5bn per year. By addressing poor housing conditions this will help to improve health and wellbeing, reduce health inequalities, and prevent and reduce demand for primary health care and social care interventions, including admission to long-term care settings. This will produce a quantifiable cost saving to health and social care budgets. (<https://www.bre.co.uk/filelibrary/pdf/87741-Cost-of-Poor-Housing-Briefing-Paper-v3.pdf>)

6.3 The Covid-19 pandemic has also shown correlations between susceptibility to the virus and poor-quality housing. Therefore, good quality housing can do much to help combat the spread of Covid-19, as well as other illnesses such as cancer, respiratory and cardiovascular diseases.

6.4 Educational attainment - It is also well understood that poor housing conditions and overcrowding have a negative impact on educational attainment. This in turn impacts on an individual’s ability to reach their full potential. It is expected that licensing will assist the council and partners in achieving objectives in improving educational attainment and residents achieving their full potential.

6.5 Fraud detection - Other licensing schemes have identified housing benefit, council tax benefit and leasehold/tenancy fraud through their schemes, recouping money for the public purse as a result.

7. Sustainability Impact Appraisal

7.1 The introduction of the additional and selective licensing schemes will have a positive impact on property conditions. A good quality private rented sector will encourage residents to stay in Ealing, in turn creating sustainable communities.

8. Risk Management

8.1 The following risks have been identified in respect of agreeing Selective Licensing Designation 2.

Risks	Mitigation
Confirmation of designation 2 is not agreed by the DLUHC.	<p>Our application is thorough and robust. We have ensured the application sets out the following:</p> <ul style="list-style-type: none"> • That we have strong evidence to support the making of this designation • That all the legal criteria to make the designation, as per the Housing Act 2004, are achieved • How property licensing is essential in supporting the council in meeting its own strategic priorities and objectives
<p>The designations may be challenged by judicial review, as has been the experience of other local housing authorities. There is the potential for additional and unfunded legal work to meet any such challenges or cases brought against the local authority</p> <p>Judicial review proceedings may be successful where local authorities have failed to follow the correct processes or have been unable to justify part of their scheme, proposals or evidence base.</p>	<p>Independent research has been undertaken to develop the evidence base. The evidence is considered to be reliable and supports justification for scheme proposals.</p> <p>Independent consultants experienced in the legal process required for proposed licensing schemes have been commissioned to conduct the statutory consultation process.</p> <p>It is considered that the above actions mitigate the potential risk of judicial review.</p> <p>If the designation is approved by DLUHC, the risk of judicial review is considered low.</p>
Failure to receive estimated number of applications and fees creating significant budget shortfall.	<p>Landlords will be incentivised to apply for a licence through the fee structure.</p> <p>Prior to commencement of the schemes a major publicity campaign will be undertaken.</p> <p>Sufficient staffing resources have been allocated to identifying unlicensed properties.</p>
Landlords exit the Private Rented Sector causing a reduction in private rented dwellings.	Evidence from previous additional and selective licensing schemes and other authorities who have introduced similar schemes suggests that this will not happen. However, we will carefully monitor the impact on homelessness in the PRS.

Risks	Mitigation
	Due to Ealing's desirability as a location, very high demand with good links to central London, and cross rail development it will still be viewed as an area in which to invest. Therefore, new landlords will enter the PRS balancing out those who exit.
Cost of licence fee passed on to tenants	<p>Evidence from previous additional and selective licensing scheme shows that landlords absorb the cost of the licence fee over the 5-year period. Should landlords raise rents the overall impact on rent affordability to tenants would be minimal and outweighed by the additional benefits tenants would receive from the scheme.</p> <p><i>An Independent review of the Use and Effectiveness of Selective Licensing</i> commissioned by MHCLG (now DLUHC) determined that there was no substantive evidence of rent rises being passed onto tenants due to the introduction of selective licensing schemes.</p>
Displacement of good landlords to other boroughs.	This risk is considered unlikely as many of Ealing's neighbouring boroughs have or are in the process of introducing similar licensing schemes.
Scheme does not improve property conditions	<p>Robust enforcement action will accompany the licensing regime. Inspections will be undertaken to ensure that landlords comply with licensing conditions and maintain well managed properties. Enforcement action will be taken where appropriate.</p> <p>Tenants will also be aware of the standards that should be in place and will be encouraged to report landlords who do not comply with licensing conditions.</p>

9. Community Safety

- 9.1 This report has direct links to making Ealing one of the safest places in London and impacts on residents' perception of how we deal with crime and antisocial behaviour. Property licences come with conditions that include conditions that

require licence holders to take proactive action in relation to any ASB occurring on their properties.

10. Links to the 3 key priorities for the borough

10.1 The council's administration has three key priorities for Ealing. They are:

- fighting inequality
- tackling the climate crisis
- creating good jobs

Property licensing, by improving the standard of residents' homes in the borough, helps support all three priorities.

11. Equalities, human rights and community cohesion

11.1 An Equalities Analysis Assessment (EAA) has been completed for the introduction of the licensing schemes and is attached to the 8 December 2021 report *Private Rented Sector Licensing Schemes Renewal*. This assessment is continually kept under review.

12. Staffing/workforce and accommodation implications:

12.1 The HR/People Strategy (**Appendix 3**) details how this larger selective licensing designation will be resourced.

12.2 Workforce accommodation will be required for the new personnel identified for the delivery of the schemes. Any new enlarged team will need to be accommodated in accordance with the council's accommodation strategy.

13. Property and assets

13.1 There are no property implications.

14. Any other implications

14.1 None applicable

15. Consultation

15.1 A statutory consultation on the proposed property licensing schemes has been carried out with the relevant stakeholders with the findings presented in the Cabinet report dated 08 December 2021 *Private Rented Sector Licensing Schemes Renewal*.

16. Timetable for implementation

Date	Action
28 June 2022	Implementation date if not called in.
01 July 2022	Application submitted to DLUHC.
October 2022 to January 2023	Informed of DLUHC decision. Minimum 3 months but can be up to 6/8 months.
April 2023	Designation 2 comes into force three months after date confirmed by DLUHC.

17. Appendices

No.	Title
Appendix 1	Draft designation
Appendix 2	List of streets in designation 2
Appendix 3	HR/people strategy

18. Background information

- The Housing Act 2004
- The Selective Licensing of Houses (Specified Exemptions) (England) Order 2006
- The Licensing of Houses in Multiple Occupation and Selective Licensing of Other Residential Accommodation (England) General Approval 2015.
- MHCLG: [Selective licensing in the private rented sector, a guide for local authorities](#), 27 March 2015
- [Cabinet report Private Rented Sector Schemes Renewal, 20 April 2021](#)
- [Cabinet report Private Rented Sector Schemes Renewal, 8 December 2021](#)
- DLUHC: Levelling Up the United Kingdom, 02 February 2022
- DLUHC: English Housing Survey 2020-2021
- Ealing Labour: Manifesto 2022
- Ealing Race Equality Commission full report, 27 January 2022
- [Ealing Housing and Homelessness Strategy 2014-19](#)
- [Ealing Private Sector Housing Strategy 2014-19](#)
- [Past Consultations - Housing in Ealing](#)
- Ealing climate and ecological emergency strategy 2021-2030

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Cllr Shital Manro	Portfolio Holder for Good Growth	12.05.22		
Mark Wiltshire	Director of Community Development	05.05.22		
Justin Morley	Head of Legal Services (Litigation)	05.05.22	12.05.22	throughout
Russell Dyer	Assistant Director, Accountancy	05.05.22	11.05.22	section 4
Manher Ubhi	HR Business Partner	05.05.22	06.05.22	

Report History

Decision type:	Urgency item?
Key decision	Yes
Report no:	Allison Forde, Assistant Director Property Enforcement and Environmental Protection Email: fordea@ealing.gov.uk Tel: 020 8825 7741
	Rachel Fell, Property Regulation Lead Practitioner Email: fellr@ealing.gov.uk Tel: 020 8825 8513

LONDON BOROUGH OF EALING

DESIGNATION OF AN AREA FOR SELECTIVE LICENSING

The London Borough of Ealing, in exercise of its powers under section 80 of the Housing Act 2004 ("the Act"), hereby gives notice that a designation has been made for selective licensing of the area of the London Borough of Ealing described in paragraph 4.

CITATION, COMMENCEMENT AND DURATION

1. This designation may be cited as the London Borough of Ealing Designation 2 of an Area for Selective Licensing 20XX.
2. This designation is made on XXXXXX and shall come into force on XXXXXX.
3. This designation shall cease to have effect on XXXXXX or earlier if the Council revokes the scheme under section 84 of the Act.

AREA TO WHICH THE DESIGNATION APPLIES

4. This designation shall apply to the twelve Council ward areas of Acton Central, Dormers Wells, Greenford Broadway, Greenford Green, Hanger Hill, Hobbayne, Lady Margaret, North Greenford, Northolt Mandeville, Northolt West End, Perivale and South Acton (pre May 2022 ward boundaries) as delineated and edged red on the map at **Annex A**.

APPLICATION OF THE DESIGNATION

5. This designation applies to any house¹ where the whole of it is occupied under a single tenancy or licence, or under two or more tenancies or licences in respect of different dwellings contained in it, within the area described in paragraph 4 unless-
 - (a) the house is a House in Multiple Occupation (HMO) and is required to be licensed under Part 2 of the Act²;
 - (b) the tenancy or licence of the house has been granted by a non-profit registered provider of social housing, a profit-making registered provider of social housing in respect of social housing (within the meaning of Part 2 of the Housing and Regeneration Act 2008) or by a body which is registered as a social landlord under Part 1 of the Housing Act 2004.
 - (c) the house is subject to an Interim or Final Management Order under Part 4 of the Act;
 - (d) the house is subject to a temporary exemption under section 86 of the Act; or
 - (e) the house is occupied under a tenancy or licence which is exempt under the Act or the occupation is of a building or part of a building so exempt as defined in The Selective Licensing of Houses (Specified Exemptions) (England) Order 2006.

EFFECT OF THE DESIGNATION

6. Subject to sub paragraphs 5(a) to (e) above, every property of the description specified in that paragraph in the area specified in paragraph 4 shall be required to be licensed under section 85 of the Act.

¹ For the definition of "house" see sections 79 and 99 of the Act

² Section 55 of the Act defines which Houses in Multiple Occupation are required to be licensed under the Act. See also the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018. If an individual flat was itself in multiple occupation, it would need an additional or mandatory HMO licence.

7. The London Borough of Ealing will comply with the notification requirements contained in section 83 of the Act and shall maintain a register of all houses registered under this designation, as required under section 232 of the Act and Regulation 11 of the Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006.

This designation falls within the description of designations in relation to which confirmation is required by the Under Secretary of State for Homelessness and Housing under section 82 of the Housing Act 2004 and The Housing Act 2004: Licensing of Houses in Multiple Occupation and Selective Licensing of Other Residential Accommodation (England) General Approval 2015. On XXXXXX the Under Secretary of State for Homelessness and Housing confirmed that the designation shall come into force on XXXXXX.

A person having control of or managing a licensable property must apply to the London Borough of Ealing for a licence. Failure to apply for a licence in the designated area is an offence under Section 95(1) of the Housing Act 2004, punishable on conviction by payment of an unlimited fine. As an alternative to commencing prosecution proceedings, the Council may impose a financial penalty of up to £30,000 under section 249A and Schedule 13A of the Act. The Council may also take over the management of an unlicensed property by the making of a Management Order under Part 4 of the Act. Additionally liable persons may be required to repay up to 12 months' rent if the tenant or the Council, in the case of housing benefit payments, apply to the First Tier Tribunal (Property Chamber) under the provisions of section 96 and section 97 of the Housing Act 2004 for a rent repayment order. Under section 98 of the Act, no notice under section 21 of the Housing Act 1988 may be given in relation to an assured shorthold tenancy of the whole or part of an unlicensed property so long as it remains an unlicensed property.

Landlords, persons managing and tenants are advised to seek advice from the Council as to whether their property is affected by this designation.

Advice, applications for licences and a copy of this designation for inspection are available at:

Property Regulation
Ealing Council
Perceval House,
14-16 Uxbridge Road,
Ealing W5 2HL
Telephone 020 8825 9512 or email PRSLicensing@ealing.gov.uk

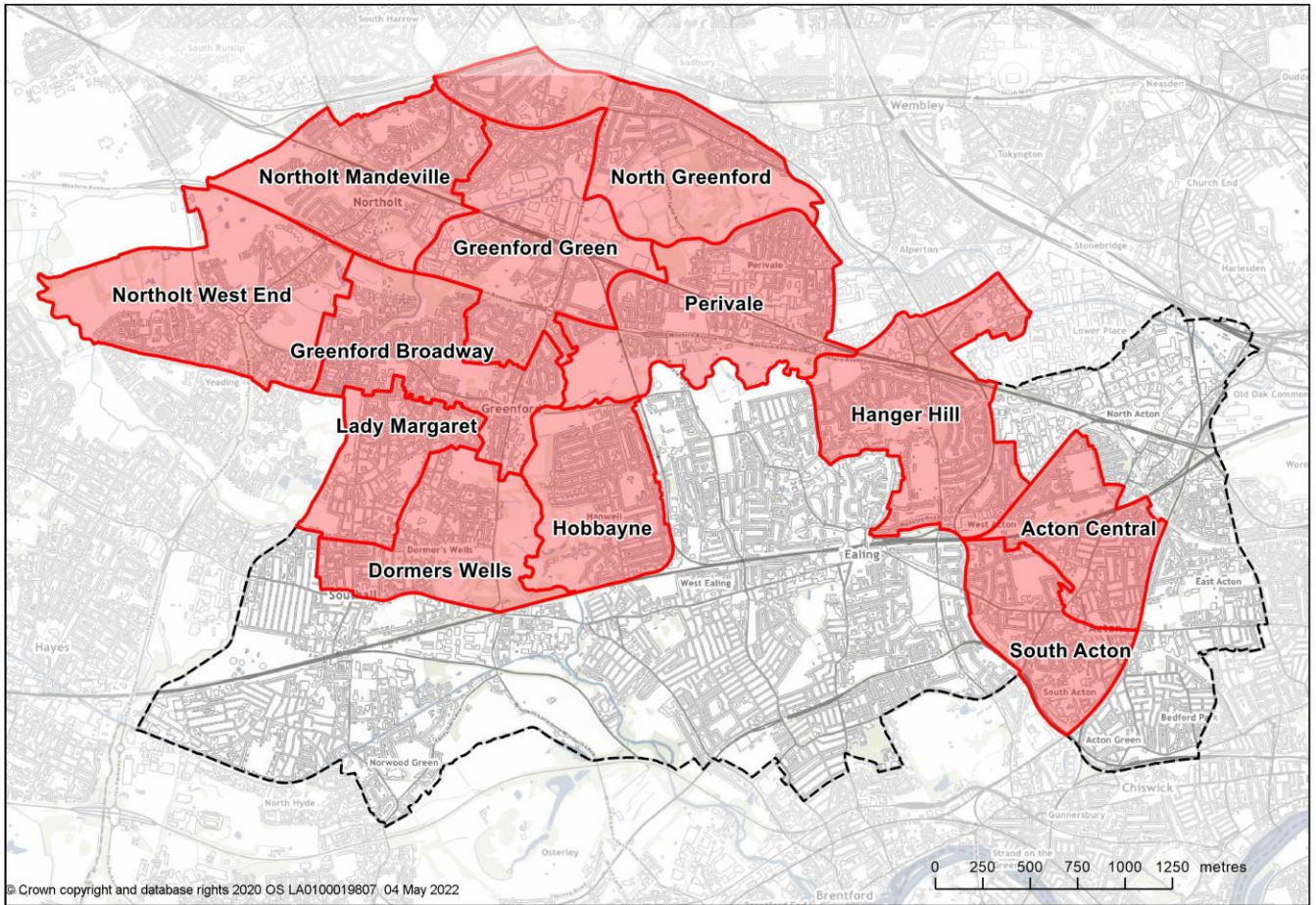
Date: 20 June 2022

Signed:

Director of Community Development

For and behalf of the London Borough of Ealing

Annex A – Selective Licensing Designation 2



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Appendix 2

Selective Licensing Designation 2

List streets by ward area (pre-May 2022 boundaries)

Acton Central ward area (pre May 2022 boundaries)

ACTON CENTRAL

ACACIA ROAD	FOOTPATH FROM 1-2 LANTRY COURT RUNNING WEST TO 21 LEXDEN ROAD	LEXDEN ROAD
ACCESS ROAD TO CLUB	FOOTPATH FROM 14-15 HOWARD CLOSE TO 23 WALTON WAY AND 41 SAXON DRIVE	LOCARNO ROAD
ACCESS ROAD TO FELLS HAUGH AND SPRINGFIELD COURT	FOOTPATH FROM 21-23 PERRY ROAD TO 2 ST DUNSTANS AVENUE	LOWFIELD ROAD
ACCESS ROAD TO FRIARY PARK COURT	FOOTPATH FROM 46 FRIARS WAY TO JUNCTION OF EMANUEL AVENUE AND EASTBOURNE AVENUE	LYNTON ROAD
ACCESS ROAD TO LANTRY COURT	FOOTPATH FROM CROMWELL CLOSE TO LOCARNO ROAD	LYNTON TERRACE
ALFRED ROAD	FOOTPATH FROM RUFFORD TOWER RUNNING NORTH TO MORETON TOWER	MALDON ROAD
ALLEYWAY ADJACENT 1 NEMOURE ROAD TO REAR OF 96-104 HORN LANE	FOOTWAY FROM 214 HIGH STREET RUNNING WEST TO 1-3 HORN LANE	MAYFIELD ROAD
ALLEYWAY ADJACENT TO 2 NEMOURE ROAD TO REAR OF MIMOSA COURT	FOOTWAY FROM 31 JOSEPH AVENUE RUNNING WEST TO 69-76 THE DRIVE	MESSALINE AVENUE
ALLEYWAY ADJACENT TO 28 NEMOURE ROAD TO REAR OF 47-51 CUMBERLAND ROAD	FRIARS GARDENS	MILTON ROAD
ALLEYWAY REAR OF 124-136 CHURCHFIELD ROAD	FRIARS WAY	MOAT PLACE
ALLEYWAY REAR OF 65-75 CHURCHFIELD ROAD	FRIARY ROAD	MYRTLE ROAD
ALLEYWAY RUNNING TO REAR OF 24-30 HIGHLANDS AVENUE	GOLDSMITH AVENUE	NARROW STREET
ALLISON ROAD	GOLDSMITH ROAD	NEMOURE ROAD
ALWYN GARDENS	GRAFTON ROAD	NEWBURGH ROAD
ATKINSON ROAD	GRASGARTH CLOSE	NOEL ROAD
BALDWIN GARDENS	GRASMERE AVENUE	NORMAN WAY
BIRKBECK AVENUE	GROVE PASSAGE	NORTHFIELDS ROAD
BIRKBECK ROAD	GROVE PLACE	PEBBLE WAY
BROUGHAM ROAD	GROVE ROAD	PIERREPOINT ROAD
BURLINGTON GARDENS	HEARTWOOD BOULEVARD	RECTORY ROAD
BURLINGTON MEWS	HEPBURN PLACE	ROSEMONT ROAD
CHAUCER ROAD	HEREFORD ROAD	SAXON DRIVE
CHURCHFIELD ROAD	HIGH STREET	SHAKESPEARE ROAD
CHURCHILL GARDENS	HIGHFIELD ROAD	SHALIMAR GARDENS
COWPER ROAD	HIGHLANDS AVENUE	SHALIMAR ROAD
CRANE AVENUE	HOOPERS MEWS	SPARKS CLOSE
CRESWICK ROAD	HORN LANE	SPENCER ROAD
CROMWELL CLOSE	HOWARD CLOSE	SPOONERS MEWS
CUMBERLAND PARK	JOSEPH AVENUE	ST DUNSTANS AVENUE
CUMBERLAND ROAD	JULIAN AVENUE	ST DUNSTANS GARDENS
DERWENTWATER ROAD	KING STREET	STATION PARADE
EASTBOURNE AVENUE	LANEWAY RUNNING SOUTH FROM REAR OF 33A TO 15 HORN LANE	STEYNE ROAD
EASTFIELDS ROAD		STROMNESS WALK
EMANUEL AVENUE		STUART ROAD
ESSEX ROAD		SUMMERLANDS AVENUE
FARADAY ROAD		THE DRIVE
FARNELL PLACE		THE LINK
		THE MOUNT
		THE TILTWOOD
		TWYFORD AVENUE
		WALTON GARDENS
		WALTON WAY
		WESTBOURNE AVENUE
		WESTERN AVENUE
		WESTFIELDS ROAD
		WOODHURST ROAD
		WYNTON PLACE

Dormers Wells ward area (pre May 2022 boundaries)

DORMERS WELLS

ACCESS ROAD TO DORMERS WELLS PLAY CENTRE	FOOTPATH FROM 54 LONGFORD AVENUE RUNNING EAST TO 144 BURNS AVENUE	GREENFORD ROAD SERVICE ROAD TO NUMBERS 20-60
ACCESS ROAD TO DORMERS WELLS SPORT CENTRE	FOOTPATH FROM 63 ALEXANDRA AVENUE AND 1 WEST AVENUE TO 61-63	GROVE TERRACE
ACCESS ROAD TO SUNNINGDALE COURT	NORTHCOTE AVENUE	HALDANE ROAD
ALEXANDRA AVENUE	FOOTPATH FROM CAR PARK AT END OF LOVELL ROAD	HAWTHORNE MEWS
ALLENBY ROAD	RUNNING ACROSS PARKLAND TO WALLIS ROAD	HIGH STREET
ATHERTON PLACE	FOOTPATH FROM DORMERS WELLS SCHOOL TO OPPOSITE CHESEMAN COURT BAIRD AVENUE	HOWARD ROAD
BAIRD AVENUE	FOOTPATH FROM DORMERS WELLS SPORT CENTRE TO SOUTHERN END OF LOVELL ROAD	HURLEY ROAD
BARBICAN ROAD	FOOTPATH FROM GREENFORD ROAD RUNNING WEST TO DORMERS WELLS LANE VIA GOLF COURSE	KEATS WAY
BASSETT WAY	FOOTPATH FROM GREENFORD ROAD TO OPPOSITE 196 UXBRIDGE ROAD VIA GOLF COURSE	KENTON AVENUE
BAYLISS CLOSE	FOOTPATH FROM NORTHERN END OF LOVELL ROAD TO SOUTH OF 142 ALLENBY ROAD	KINGS AVENUE
BRENT LODGE PARK SPORTS GROUND ACCESS ROAD OFF GREENFORD ROAD	FOOTPATH FROM OPPOSITE 83 LOVELL ROAD RUNNING TO PLAYGROUND VIA RUTHERFORD TOWER	KINGSLEY AVENUE
BRINDLEY WAY	FOOTPATH FROM WEST OF BOLES BRIDGE TO GREENFORD ROAD VIA GOLF COURSE	LADY MARGARET ROAD
BRUNEL PLACE	FOOTPATH FROM WEST SIDE OF BOLES BRIDGE FOLLOWING RIVER BRENT TO GREENFORD ROAD	LANGSTONE MEWS
BURNS AVENUE	FOOTPATH RUNNING AROUND FRONT OF NOS 4-15 EDISON DRIVE	LONGFORD AVENUE
CANTERBURY CLOSE	GREENFIELDS	LONGRIDGE LANE
CARLYLE AVENUE	GREENFORD AVENUE	LOVELL ROAD
CARLYLE GARDENS	GREENFORD ROAD (GREENFORD)	MANSSELL ROAD
DALE ROAD	GREENFORD ROAD (SOUTHALL)	MARCONI WAY
DARWIN DRIVE	GREENFORD ROAD SERVICE ROAD TO NUMBER 37	MARK CLOSE
DORMERS RISE		MASEFIELD AVENUE
DORMERS WELLS LANE		MEADOW ROAD
DORMERS WELLS LANE		MELROSE DRIVE
SERVICE ROAD TO NUMBERS 45-75		MILFORD ROAD
EAST AVENUE		NORTH AVENUE
EDISON DRIVE		NORTH ROAD
FAIRLAWN GARDENS		NORTHCOTE AVENUE
FARADAY ROAD		OAKWOOD AVENUE
FARM CLOSE		OSBORNE ROAD
FLEMING ROAD		PALGRAVE AVENUE
FOOTPATH FROM 15 DORMERS WELLS LANE WEST TO 20 LONGFORD AVENUE		PANHARD PLACE
FOOTPATH FROM 15 LONGFORD AVENUE RUNNING WEST TO 32-34 MILFORD ROAD		PARK VIEW ROAD
FOOTPATH FROM 19-21 OAKWOOD AVENUE RUNNING WEST TO 6A-6B KINGSLEY AVENUE		PASCAL ROAD
FOOTPATH FROM 35-37 MILFORD ROAD RUNNING WEST TO 36-38 OAKWOOD AVENUE		PRINCES AVENUE
FOOTPATH FROM 49-51 BURNS AVENUE RUNNING NORTH TO 174A NORTH ROAD		QUEENS AVENUE
		REDCROFT ROAD
		SCHOOL PASSAGE
		SHACKLETON ROAD
		SHRUBBERY ROAD
		SOUTH AVENUE
		SOUTH AVENUE GARDENS
		ST GEORGES AVENUE
		STAMFORD CLOSE
		SWAN ROAD
		TELFORD ROAD
		THE GROVE
		UXBRIDGE ROAD
		WALLIS ROAD
		WAVERLEY ROAD
		WEST AVENUE
		WHITECOTE ROAD
		WHITTLE CLOSE
		WINDMILL LANE
		WINFORD PARADE

Greenford Broadway ward area (pre May 2022 boundaries)

GREENFORD BROADWAY

<p> ABBEY CLOSE ACCESS ROAD TO 152-174 GREENFORD ROAD ACCESS ROAD TO 16-64 OLDFIELD LANE SOUTH ACCESS ROAD TO 630-688 GREENFORD ROAD ACCESS ROAD TO AVON COURT ACCESS ROAD TO ELM LODGE ACCESS ROAD TO FRESHWATER COURT ACCESS ROAD TO GIFFORD FIRST AND MIDDLE SCHOOL ACCESS ROAD TO LANEWAY AT REAR OF 458 TO 522 LADY MARGARET ROAD ACCESS ROAD TO REAR OF 2- 140 RECTORY PARK AVENUE ADRIENNE AVENUE ALLENBY CLOSE ALLENBY ROAD ANDOVER CLOSE APPRENTICE GARDENS ARMY ROAD BALLINGER WAY BALMORAL DRIVE BANBURY WALK BEECHWOOD AVENUE BETHAM ROAD BINGLEY ROAD BRABAZON ROAD BRAUND AVENUE BRICK LANE BROADMEAD ROAD BRUNEL CLOSE CASEY AVENUE CATHAY WALK CHESTERTON CLOSE CLIFTON ROAD CONDOR PATH CORALINE CLOSE COSTONS AVENUE COSTONS LANE COURT MEAD CRAWFORD GARDENS CROSSMEAD AVENUE CROYDE AVENUE CYCLEWAY FROM REAR OF 8 DACRE CLOSE RUNNING NORTH TO FOOTBRIDGE ON WESTERN AVENUE </p>	<p> DACRE CLOSE DOLPHIN ROAD DOWNSIDE WALK EASTMEAD AVENUE ELM TREE CLOSE ENGINEERS WHARF EVESHAM CLOSE FARRIER ROAD FERRYMEAD AVENUE FERRYMEAD DRIVE FISHER CLOSE FOOTPATH FROM 159 HAZELMERE ROAD WEST TO 149 AND NORTH TO 40 SWALLOW DRIVE FOOTPATH FROM 240 GREENFORD ROAD RUNNING NORTH TO 288 GREENFORD ROAD FOOTPATH FROM 36 RUISLIP ROAD TO 81-83 RAVENOR PARK ROAD FOOTPATH FROM 54-56 MARNHAM CRESCENT TO ADJACENT 61 MILLET ROAD FOOTPATH FROM 96A-98 WINDMILL LANE TO REAR OF 104 WINDMILL LANE FOOTPATH FROM GRANTHAM HOUSE TO ADRIENNE BUSINESS CENTRE VIA FOOTBRIDGE OVER GRAND UNION CANAL FOOTPATH FROM GREENHILL TERRACE TO REAR OF SHADWELL COURT FOOTPATH FROM GREENHILL TERRACE TO TOWNEY MEAD COURT FOOTPATH FROM NORTH END OF HAZELMERE WALK RUNNING SE TO 33-34 DOLPHIN ROAD FOOTPATH FROM NW END OF SWALLOW DRIVE TO FRONT OF 5 DOLPHIN ROAD FOOTPATH FROM OPPOSITE 59 THE BROADWAY RUNNING NORTH TO OLDFIELD LANE SOUTH </p>	<p> FOOTPATH FROM RAILWAY BRIDGE RUNNING ALONG GRAND UNION CANAL TO 253 WAXLOW WAY FOOTPATH FROM SOUTH END OF LEANDER CLOSE TO CONDOR PATH FOOTPATH TO GREENHILL TERRACE FOUNDERS CLOSE FRENHAM CLOSE FRESH MILL LANE GOSLING CLOSE GREENFORD GARDENS GREENFORD ROAD GREENFORD ROAD SERVICE ROAD TO NUMBERS 177-229 GREENFORD ROAD SERVICE ROAD TO NUMBERS 584-614 GREENHILL GARDENS GREENWAY GARDENS HADFIELD CLOSE HAMBLE WALK HAZELMERE CLOSE HAZELMERE DRIVE HAZELMERE ROAD HAZELMERE WALK HERMES WALK HIGHAM MEWS HOME CLOSE HORSE SHOE CRESCENT HOTSPUR ROAD INVICTA GROVE KENILWORTH GARDENS KENSINGTON ROAD KENSINGTON ROAD SERVICE ROAD TO NUMBERS 35-89 LADY MARGARET ROAD LADY MARGARET ROAD SERVICE ROAD TO NUMBERS 458-522 LANEWAY FROM OPPOSITE 17 GREENHILL GARDENS TO 7A-9 TOWNEY MEAD LEANDER ROAD LOCARNO ROAD LYNDHURST ROAD LYRIC DRIVE MANSELL ROAD MARLEY CLOSE MARNHAM CRESCENT MEADOW CLOSE </p>
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MELROSE AVENUE MELROSE CLOSE MERSEY WALK MILLET ROAD MORNINGTON ROAD NEAL AVENUE NICHOLAS CLOSE OAKFIELD GARDENS OLD BRIDGE CLOSE OLDFIELD LANE SOUTH OTTER ROAD PADDOCK CLOSE PEMBROKE ROAD PUMP CLOSE RAVENOR PARK ROAD RECTORY PARK AVENUE ROSEDENE AVENUE RUISLIP CLOSE RUISLIP ROAD (GREENFORD) RUISLIP ROAD (NORTHOLT) RUISLIP ROAD EAST (GREENFORD) RUISLIP ROAD EAST (HANWELL)	RUISLIP ROAD EAST SERVICE ROAD TO NUMBERS 300-318 RUISLIP ROAD SERVICE ROAD TO NUMBERS 1-13 RUISLIP ROAD SERVICE ROAD TO NUMBERS 145-157 RUISLIP ROAD SERVICE ROAD TO NUMBERS 179-241 RUISLIP ROAD SERVICE ROAD TO NUMBERS 234-296 RUISLIP ROAD SERVICE ROAD TO NUMBERS 310-338 SHADWELL DRIVE SHELLEY AVENUE SHELLEY CLOSE SLIP ROAD FROM KENSINGTON ROAD TO WESTERN AVENUE STABLE CLOSE STANHOPE PARK ROAD STANHOPE ROAD STAR PATH STICKLETON CLOSE SURRY CRESCENT	SWALLOW DRIVE TAYWOOD ROAD THE BROADWAY THORN CLOSE TOWNEY MEAD UNION ROAD VERULAM ROAD WARREN DRIVE WATERSIDE CLOSE WAXLOW WAY WEDMORE ROAD WESTERN AVENUE WINDMILL LANE WOODSTOCK AVENUE
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Greenford Green ward area (pre May 2022 boundaries)

GREENFORD GREEN

ACCESS ROAD TO BROOKFIELD COURT	FOOTPATH FROM 130-134 MILLET ROAD RUNNING EAST TO 64-66 CHINNOR CRESCENT	KAROLINE GARDENS
ACCESS ROAD TO DOCK	FOOTPATH FROM 44-45 COWGATE ROAD RUNNING EAST TO 44-46 HICKS AVENUE	LEGION ROAD
ACCESS ROAD TO GREENFORD INDUSTRIAL ESTATE	FOOTPATH FROM 49-51 CHINNOR CRESCENT RUNNING SOUTH EAST TO 12-14 WEST RIDGE GNS	LINCOLN CLOSE
ACCESS ROAD TO REAR OF KELVIN ESTATE	FOOTPATH FROM 60-64 RAVENOR PARK ROAD RUNNING NORTH TO 73-75 GREENFORD GARDENS	LONG DRIVE
ALLINGTON CLOSE	FOOTPATH FROM 89-91 OLYMPIC WAY RUNNING SOUTH TO REAR OF 75 OLYMPIC WAY	LYON WAY
AURIOL DRIVE	FOOTPATH FROM NORTH OF GREEN PARK WAY TO HORSENDEN HILL RECREATION GROUND	MALDEN AVENUE
BAKERY WALK	FOOTPATH FROM NORTH SIDE OF FARNDALE CRESCENT TO 33A-35A GORING WAY	MIDDLETON AVENUE
BARNHAM ROAD	FOOTPATH FROM SOUTHERN END OF CARROWAY LANE TO HOWCROFT LANE AND 70 COWGATE ROAD	NEWNHAM CLOSE
BELLE VUE	GIRTON CLOSE	NEWNHAM GARDENS
BENNETTS AVENUE	GIRTON ROAD	NORSEMAN WAY
BIRKBECK AVENUE	GLAMIS WAY	NORWICH ROAD
BIRKBECK WAY	GORING WAY	OCKHAM DRIVE
BLEDLOW RISE	GREEN PARK WAY	OLDFIELD CLOSE
BRIDPORT ROAD	GREENFORD GARDENS	OLDFIELD FARM GARDENS
BRISTOL ROAD	GREENFORD ROAD	OLDFIELD LANE NORTH
CARR ROAD	GREENFORD ROAD SERVICE ROAD TO NUMBERS 355-413	OLDFIELD LANE SOUTH
CARROWAY LANE	GREENFORD ROUNDABOUT	OLDFIELDS CIRCUS
CASTLE ROAD	GRENAN SQUARE	OLYMPIC WAY
CAYTON ROAD	HADDEN WAY	ORCHARD CLOSE
CHARTWELL CLOSE	HALIFAX ROAD	ORIEL WAY
CHERRY GARDENS	HEDGERLEY GARDENS	ORMSBY GARDENS
CHINNOR CRESCENT	HENLEY CLOSE	PEACE CLOSE
CLARE PARADE	HILL RISE	PENIFATHER LANE
CLARE ROAD	HILLBECK WAY	PENN CLOSE
COMMUNITY ROAD	HOWCROFT LANE	RAGLAN WAY
COSTONS LANE	INGRAM WAY	RAVENOR PARK ROAD
COURTHOPE ROAD	JEYMER DRIVE	ROCKWARE AVENUE
COW LANE		ROTHESAY AVENUE
COWGATE ROAD		RUGBY AVENUE
CURREY ROAD		RUNNYMEDE GARDENS
CYCLEWAY FROM WESTWAY		SILVERTREE LANE
CROSS SHOPPING PARK TO NORTH OF GREEN PARK WAY		STANLEY AVENUE
DAIRY CLOSE		STATION APPROACH
DARYNGTON DRIVE		STATION VIEW
DEEPWOOD LANE		TAUNTON ROAD
DERBY ROAD		THE FAIRWAY
DOWNING DRIVE		THORPE WALK
EAST CLOSE		UNEEDA DRIVE
ELLISON GARDENS		WADHAM GARDENS
FAIRWAY DRIVE		WESSEX LANE
FARNDALE CRESCENT		WEST CLOSE
FERRYMEAD GARDENS		WEST GREEN PLACE
FIELD WAY		WEST RIDGE GARDENS
FOOTPATH FROM 10-11 PENN CLOSE TO 20 HEDGERLEY GARDENS		WESTERN AVENUE
		WHITEOAKS LANE
		WHITTON AVENUE WEST
		WHITTON AVENUE WEST
		WORCESTER GARDENS
		WORDSWORTH AVENUE

Hanger Hill ward area (pre May 2022 boundaries)

HANGER HILL

A4005	CORFTON ROAD	FOOTPATH FROM WEST END
ABBEY PARADE	CORONATION ROAD	OF MOYNE PLACE RUNNING
ABBEYDALE ROAD	CORRINGWAY	WEST TO NOS 48-49
ABBEYFIELDS CLOSE	CYCLEWAY FROM 31-35	FOOTPATH FROM WEST END
ACCESS ROAD AND CARPARK	CHATSWORTH ROAD TO	OF ROTHERWICK HILL TO
FOR FOX LANE NATURE	HANGER LANE OPPOSITE	OPPOSITE 27 THE RIDINGS
RESERVE	HILLCREST ROAD	FOOTWAY RUNNING IN FRONT
ACCESS ROAD TO AYR COURT	CYCLEWAY LINKING MOUNT	OF 33-39 PRINCESS GARDENS
ACCESS ROAD TO	AVENUE AND HILLCREST ROAD	FOWLERS WALK
BUCKINGHAM HOUSE	DALLAS ROAD	FOX LANE
ACCESS ROAD TO DEPOT OFF	DEENA CLOSE	GARAGE ROAD
NORTH CIRCULAR ROAD	DEEPDENE	GARRICK CLOSE
ACCESS ROAD TO HALFORDS	DENISON ROAD	GARTH MEWS
ACCESS ROAD TO HANGER	DUKES ROAD	GOLF ROAD
COURT	EAST CLOSE	GREEN VALE
ACCESS ROAD TO MONTPELIER	EATON RISE	GREYSTOKE GARDENS
COURT	ELVEDEN PLACE	GREYSTOKE PARK TERRACE
ACCESS ROAD TO MOUNT	ELVEDEN ROAD	GROVESIDE CLOSE
VIEW	FAIRLEA PLACE	HANGER GREEN
ACCESS ROAD TO REAR OF 97	FIR TREE CLOSE	HANGER LANE
TO 119 CLEVELY CRESCENT	FOOTPATH CRISSCROSSING	HANGER LANE ROUNDABOUT
ACCESS ROAD TO REAR OF	UNDER THE HANGER LANE	HANGER LANE SERVICE ROAD
QUEENS PARADE	GYRATORY VIA THE SUBWAY	TO NUMBERS 97-103
ACCESS ROAD TO RIVERSIDE	FOOTPATH FROM 16-17	HANGER VALE LANE
BUSINESS PARK	BRUNNER ROAD EAST TO 49-	HANGER VIEW WAY
AINSDALE ROAD	51 BRENTHAM WAY	HAVEN LANE
ANNABELS MEWS	FOOTPATH FROM 5-6	HEATH CLOSE
ASHBOURNE CLOSE	BRUNSWICK ROAD TO	HEATHCROFT
ASHBOURNE PARADE	OPPOSITE 1A LYNWOOD ROAD	HELENA ROAD
ASHBOURNE ROAD	FOOTPATH FROM HANGER	HILLCREST ROAD
AUDLEY ROAD	LANE AT BOROUGH	HILLSIDE ROAD
AUGUSTA WALK	BOUNDARY TO WEST END OF	HOGARTH CLOSE
BEAUFORT CLOSE	QUILL STREET	HUXLEY GARDENS
BEAUFORT ROAD	FOOTPATH FROM NORTH OF	IVEAGH AVENUE
BEECHWOOD GARDENS	FOX LANE RUNNING NORTH	IVEAGH CLOSE
BIRKDALE ROAD	TO 16-18 SANDALL ROAD	IVEAGH TERRACE
BISPHAM ROAD	FOOTPATH FROM NORTHERN	KINGFIELD ROAD
BOILEAU ROAD	END OF LYNWOOD ROAD	LANEWAY FROM 8-10 PRINCES
BRENT CRESCENT	RUNNING UNDER WESTERN	GARDENS RUNNING WEST
BRENTHAM WAY	AVENUE VIA SUBWAY	THEN NORTH TO 8 VALE LANE
BRENTMEAD GARDENS	FOOTPATH FROM OPPOSITE 7	LANEWAY FROM TUDOR
BROOKFIELD AVENUE	MONTPELIER ROAD TO	GARDENS AND GROVESIDE
BRUNNER ROAD	OPPOSITE WESTMORELAND	CLOSE RUNNING AROUND
BRUNSWICK GARDENS	PLACE ON MOUNT AVENUE	OUTSIDE OF PRINCES
BRUNSWICK ROAD	FOOTPATH FROM REAR OF	GARDENS
CECIL CLOSE	184 PARK AVENUE TO	LINKS ROAD
CHATSFIELD PLACE	FOOTBRIDGE OVER THE RIVER	LUDLOW ROAD
CHATSWORTH RISE	BRENT	LYNWOOD ROAD
CHATSWORTH ROAD	FOOTPATH FROM SOUTH	LYTHAM GROVE
CHERRY WOOD WAY	WEST END OF KENDAL	MADELEY ROAD
CLARENDON ROAD	AVENUE TO WEST ACTON	MAGNOLIA PLACE
CLEVELY CRESCENT	STATION ALONGSIDE RAILWAY	MEADVALE ROAD
CONNELL CRESCENT		MONKS DRIVE

MONTPELIER ROAD MOORFIELD AVENUE MOUNT AVENUE MOYNE PLACE MULGRAVE ROAD NEVILLE ROAD NICHOLS GREEN NORBRECK GARDENS NORBRECK PARADE NORTH CIRCULAR ROAD PARK AVENUE PARK CLOSE PARK GATE PARK VIEW ROAD PITSHANGER LANE PRINCES GARDENS PRIORY GARDENS QUEENS DRIVE (ACTON) QUEENS DRIVE (EALING) QUEENS PARADE	QUILL STREET RAINSFORD ROAD REGENCY CLOSE RITZ PARADE ROSSALL CRESCENT ROTHERWICK HILL ROYAL PARADE WESTERN AVENUE RUSKIN GARDENS SANDALL CLOSE SANDALL ROAD SLIP ROAD BETWEEN WESTERN AVENUE AND CORONATION ROAD SPENCER CLOSE ST ANNES GARDENS ST AUGUSTINES AVENUE STATION ROAD THE RIDINGS TUDOR GARDENS	TWYFORD ABBEY ROAD UNNAMED ROAD BETWEEN BRENT CRESCENT AND PARK AVENUE VALE LANE WAVERLEY GARDENS WEST GATE WEST ROAD WESTBURY ROAD WESTERN AVENUE WESTERN AVENUE WESTMORELAND PLACE WILLOWMEAD CLOSE WINSCOMBE CRESCENT WOODFIELD AVENUE WOODFIELD CRESCENT WOODFIELD ROAD WOODVILLE GARDENS
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Hobbanye ward area (pre May 2022 boundaries)

HOBBAYNE

ACCESS ROAD TO BRENT COURT AND GLEBE COURT	FOOTPATH FROM 26-28 STUDLAND ROAD RUNNING NORTH TO 27 HIGHLAND AVENUE	GREATDOWN ROAD
ACCESS ROAD TO BRENT LODGE PARK CAR PARK	FOOTPATH FROM 26A-28 BEECHMOUNT AVENUE	GREENFORD AVENUE
ACCESS ROAD TO BRENT VALLEY GOLF COURSE	RUNNING NORTH TO 39A-41A GIFFORD GARDENS	GREENFORD AVENUE SERVICE ROAD TO NUMBERS 307-337
ACCESS ROAD TO DITCHLEY COURT	FOOTPATH FROM 28-30 BERESFORD AVENUE	GROVE AVENUE
ACCESS ROAD TO ELLIS COURT	RUNNING NORTH TO 23A-25 BEECHMOUNT AVENUE	HALE WALK
ACCESS ROAD TO HANWELL COMMUNITY CENTRE	FOOTPATH FROM 30-32 MAYFIELD GARDENS	HALL DRIVE
ACCESS ROAD TO LIME TERRACE	RUNNING NORTH TO 29-31 BERESFORD AVENUE	HANWAY ROAD
ALCOTT CLOSE	FOOTPATH FROM 33-35 MILTON ROAD	HARP ROAD
ALLINGHAM CLOSE	RUNNING NORTH TO 22-24 SHAKESPEARE ROAD	HIGH LANE
ALWYNE ROAD	FOOTPATH FROM 4-6 BRIDGE AVENUE	HIGHLAND AVENUE
APRIL CLOSE	THROUGH PLAYING FIELDS TO RUISLIP ROAD EAST	HILLYARD ROAD
BEECHMOUNT AVENUE	FOOTPATH FROM ALWYNE ROAD ENCIRCLING CHURCHFIELDS RECREATION GROUND	HOBBAYNE ROAD
BENHAM ROAD	FOOTPATH FROM BOLES BRIDGE	HOMEFARM ROAD
BERESFORD AVENUE	RUNNING WEST FROM GOLF COURSE TO GREENFORD ROAD	KENNEDY PATH
BORDARS ROAD	FOOTPATH FROM END OF CHURCH ROAD	KENNEDY ROAD
BORDARS WALK	RUNNING NORTH WEST TO BOLES FOOTBRIDGE	LANEWAY FROM 176 FRAMFIELD ROAD TO DRAYTON BRIDGE ROAD
BRANTS WALK	FOOTPATH FROM FRONT OF 18 HARP ROAD	LAURIE ROAD
BRENTMEAD CLOSE	RUNNING EAST TO FRONT OF 32 HARP ROAD	LILE CRESCENT
BRIDGE AVENUE	FOOTPATH FROM MANOR COURT ROAD UNDER RAILWAY LINES	LITTLEJOHN ROAD
BROOKBANK AVENUE	TO JUNCTION OF FOOTPATH	MANOR COURT ROAD
BROWNING AVENUE	FOOTPATH FROM NORTHERN END OF LITTLEJOHN ROAD	MAYFIELD GARDENS
CAMPBELL ROAD	TO FRONT OF HANWELL COMMUNITY CENTRE	MILTON ROAD
CHADWICK CLOSE	FOOTPATH FROM REAR TO FRONT OF HANWELL COMMUNITY CENTRE	OAKLEY CLOSE
CHURCH ROAD	WESTERN SIDE	OLD TWELVE CLOSE
COPLEY CLOSE	FRAMFIELD ROAD	PARK ROAD
COTTS CLOSE	GIFFORD GARDENS	RIVERSIDE CLOSE
COWPER ROAD	GOLDEN MANOR	RUISLIP ROAD EAST
CUCKOO AVENUE		SHAKESPEARE ROAD
CUCKOO DENE		SHARPE CLOSE
CUCKOO LANE		STEPHENSON ROAD
DRAYTON BRIDGE ROAD		STUDLAND ROAD
DRYDEN AVENUE		TEMPLEMAN ROAD
ELFWINE ROAD		TENNYSON ROAD
ELMBANK WAY		TENTELow LANE
ELMWOOD GARDENS		TREEBANK GARDENS
FOOTPATH FROM 115 HANWAY ROAD		UPFIELD ROAD
FOOTPATH FROM 1-16 HOBBAYNE ROAD		WAKELING ROAD
FOOTPATH FROM 157 MAYFIELD GARDENS		WESTCOTT CRESCENT
FOOTPATH FROM 26-28 HIGHLAND AVENUE		WESTVIEW CLOSE
FOOTPATH FROM 31-33 MAYFIELD GARDENS		YEATS CLOSE

Lady Margaret ward area (pre May 2022 boundaries)

LADY MARGARET

<p>ACCESS ROAD TO CRANLEIGH COURT</p> <p>ACCESS ROAD TO CRANLEIGH GARDENS INDUSTRIAL ESTATE</p> <p>ACCESS ROAD TO THE CLERGY-HOUSE</p> <p>ADRIENNE AVENUE</p> <p>ALLENBY ROAD</p> <p>ALLENDALE AVENUE</p> <p>ASCOT GARDENS</p> <p>ASH GROVE</p> <p>AVON ROAD</p> <p>BALMORAL DRIVE</p> <p>BRAUND AVENUE</p> <p>BRITTEN DRIVE</p> <p>BURNS AVENUE</p> <p>BYCROFT ROAD</p> <p>CARLYLE AVENUE</p> <p>CEDAR GROVE</p> <p>CHEPSTOW GARDENS</p> <p>CORNWALL AVENUE</p> <p>CRANLEIGH GARDENS</p> <p>CRAVEN AVENUE</p> <p>CRESSAGE CLOSE</p> <p>DENBIGH CLOSE</p> <p>DENBIGH ROAD</p> <p>DERWENT ROAD</p> <p>DEVONSHIRE ROAD</p> <p>DORELL CLOSE</p> <p>DORMERS AVENUE</p> <p>DURDANS ROAD</p> <p>ELLESMERE ROAD</p> <p>ENMORE ROAD</p> <p>EVELYN GROVE</p> <p>FAIRFIELD ROAD</p> <p>FERMOY ROAD</p> <p>FOOTPATH FROM 12-14 DORMERS AVENUE TO 24-26</p> <p>WAXLOW CRESCENT</p> <p>FOOTPATH FROM 253</p> <p>WAXLOW WAY RUNNING ALONG GRAND UNION CANAL TO END OF BANKSIDE</p> <p>FOOTPATH FROM ATHLETIC GROUND NE TO 9-13 CRANLEIGH GARDENS</p> <p>FOOTPATH RUNNING BETWEEN 55-57 CRANLEIGH GARDENS</p>	<p>GARRICK ROAD</p> <p>HART GROVE</p> <p>HILLSIDE ROAD</p> <p>JUBILEE GARDENS</p> <p>KELVIN GARDENS</p> <p>KING GEORGES DRIVE</p> <p>KINGSBRIDGE CRESCENT</p> <p>LABURNUM GROVE</p> <p>LADY MARGARET ROAD</p> <p>SERVICE ROAD TO NUMBERS 177-223</p> <p>LADY MARGARET ROAD</p> <p>SERVICE ROAD TO NUMBERS 428-440</p> <p>LADY MARGARET ROAD</p> <p>SERVICE ROAD TO NUMBERS 451-461</p> <p>LAWSON ROAD</p> <p>LONGBOAT ROW</p> <p>LYNWOOD GARDENS</p> <p>LYRIC DRIVE</p> <p>MANATON CRESCENT</p> <p>MANSELL ROAD</p> <p>MAPLE GROVE</p> <p>MEGELISH MEWS</p> <p>MIDDLESEX CLOSE</p> <p>MORNINGTON ROAD</p> <p>MOUNT AVENUE</p> <p>NORTH PARADE</p> <p>NORTH ROAD</p> <p>PASSAGEWAY BETWEEN MORNINGTON ROAD AND UPPER TOWN ROAD</p> <p>PORTLAND CRESCENT</p> <p>PURCELL ROAD</p> <p>ROSE GARDENS</p> <p>ROSECROFT ROAD</p> <p>RUTLAND ROAD</p> <p>SELBY GARDENS</p> <p>SHELLEY CRESCENT</p> <p>SOMERSET ROAD</p> <p>SPIKES BRIDGE ROAD</p> <p>ST CRISPINS CLOSE</p> <p>ST PETERS ROAD</p> <p>ST STEPHENS CLOSE</p> <p>ST URSULA ROAD</p> <p>STRATTON GARDENS</p> <p>SUNNYCROFT ROAD</p> <p>SUTHERLAND ROAD</p> <p>THURSTON ROAD</p>	<p>TOWERS ROAD</p> <p>TRING AVENUE</p> <p>UNNAMED ROAD BETWEEN 413 AND 415 LADY MARGARET ROAD</p> <p>UPPER TOWN ROAD</p> <p>VERULAM ROAD</p> <p>WAXLOW CRESCENT</p> <p>WEST AVENUE</p> <p>WESTBURY AVENUE</p> <p>WINDERMERE ROAD</p>
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North Greenford ward area (pre May 2022 boundaries)

NORTH GREENFORD

<p>ACCESS ROAD TO ALLEN COURT</p> <p>ACCESS ROAD TO BUILDERS YARD</p> <p>ACCESS ROAD TO EALING NORTHERN SPORTS CENTRE</p> <p>ACCESS ROAD TO REAR OF 1221-1305 GREENFORD ROAD</p> <p>ACCESS ROAD TO REAR OF THE PARADE</p> <p>ACCESS ROAD TO SUDBURY TOWERS</p> <p>ACCESS ROAD TO SUDBURY TOWERS FROM EALING NORTHERN SPORTS CENTRE</p> <p>ACOCK GROVE</p> <p>ALLENDALE ROAD</p> <p>ASHNESS GARDENS</p> <p>BANNISTER CLOSE</p> <p>BEDSER DRIVE</p> <p>BERKELEY AVENUE</p> <p>BOURNE VIEW</p> <p>BRACEWELL AVENUE</p> <p>BRASHER CLOSE</p> <p>BRIDGEWATER ROAD</p> <p>BRIDLEWAY FROM HORSENDEN LANE NORTH TO REAR OF 59 AND 61 ASHNESS GARDENS</p> <p>BRIDLEWAY FROM WOODLAND RISE TO REAR OF 61 ASHNESS GARDENS</p> <p>BURWELL AVENUE</p> <p>CALVERTON PLACE</p> <p>CAMBRIDGE AVENUE</p> <p>CARLTON CLOSE</p> <p>CASSANDRA CLOSE</p> <p>CLAUSON AVENUE</p> <p>CROSSGATE</p> <p>CYCLEWAY FROM HORSENDEN LANE NORTH CAR PARK TO THE BALLOT BOX VIA PARKLANDS</p> <p>CYCLEWAY FROM OPPOSITE CANAL WHARF TO CAR PARK ALONGSIDE HORSENDEN LANE NORTH</p> <p>DIMMOCK DRIVE</p> <p>DORCHESTER CLOSE</p>	<p>DORCHESTER ROAD</p> <p>DREW GARDENS</p> <p>EASTCOTE AVENUE</p> <p>ELTON AVENUE</p> <p>ENNISMORE AVENUE</p> <p>FOOTPATH BEHIND BANNISTER CLOSE</p> <p>FOOTPATH FROM 1 BRACEWELL AVENUE TO ROSEWOOD AVENUE AND WHITTON AVENUE EAST JUNCTION</p> <p>FOOTPATH FROM 12-13 WELLGARTH GARDENS TO 135 WHITTON AVENUE EAST</p> <p>FOOTPATH FROM 200-202 WHITTON AVENUE EAST TO 57-59 EASTCOTE AVENUE</p> <p>FOOTPATH FROM 39-41 KILLOWEN AVENUE TO 24-26 HALSBURY ROAD EAST</p> <p>FOOTPATH FROM 490-492 WHITTON AVENUE WEST</p> <p>RUNNING NE TO 31 LILIAN BOARD WAY</p> <p>FOOTPATH FROM 62-64 EASTCOTE AVENUE</p> <p>RUNNING NE TO 61-63 SUDBURY HEIGHTS AVENUE</p> <p>FOOTPATH FROM 64-68 ORCHARD GATE</p> <p>RUNNING NORTH TO THE BOROUGH BOUNDARY</p> <p>FOOTPATH FROM 86-88 SUDBURY HEIGHTS AVENUE TO REAR OF PROPERTIES ALONG RAILWAY</p> <p>FOOTPATH FROM EAST END OF BERKELEY AVENUE TO HORSENDEN LANE NORTH</p> <p>FOOTPATH FROM HORSENDEN LANE NORTH CAR PARK TO HORSENDEN LANE NORTH</p> <p>CYCLE TRACK</p> <p>FOOTPATH FROM HORSENDEN LANE NORTH TO GRAND UNION CANAL BRIDGE</p> <p>FOOTPATH FROM NORTH END OF ROSEHILL GARDENS TO OPPOSITE 43 RIDDING LANE</p>	<p>FOOTPATH FROM NORTH END OF RUSSELL ROAD TO BOROUGH BOUNDARY AT WOOD END AVENUE</p> <p>FOOTPATH FROM REAR OF 59 ASHNESS GARDENS TO EAST EDGE OF HORSENDEN WOOD</p> <p>FOOTPATH FROM SOUTHERN END OF ROSEWOOD AVENUE TO WESTERN END OF WHITTON DRIVE</p> <p>FOOTPATH FROM SOUTHERN END OF WOODLAND RISE TO CAR PARK ON HORSENDEN LANE NORTH</p> <p>FOOTPATH FROM WEST END OF HOLLYDALE CLOSE TO THE SWAN HOTEL AND NORTHOLT ROAD</p> <p>FOOTPATH FROM WEST END OF SUDBURY HEIGHTS AVENUE TO ACCESS ROAD FOR ALLEN COURT</p> <p>FOOTPATH FROM WEST END OF SUDBURY HEIGHTS AVENUE TO FOOTPATH REAR OF 40 RIDDING LANE</p> <p>FOOTPATH FROM WEST END OF WHITTON DRIVE TO HORSENDEN LANE NORTH VIA PARKLANDS</p> <p>FOOTPATH FROM WOOD END GARDENS AND WOOD END ROAD JUNCTION TO 2 WOOD END CLOSE</p> <p>FOOTPATH FROM WOODLAND RISE TO BETWEEN 59 AND 61 ASHNESS GARDENS</p> <p>FOOTPATH RUNNING ACROSS HORSENDEN HILL RECREATION GROUND EAST OF HORSENDEN LANE</p> <p>GAINSBORO GARDENS</p> <p>GREENFORD ROAD</p> <p>GREENFORD ROAD SERVICE ROAD TO NUMBERS 1239-1283</p> <p>GREENGATE</p> <p>HALSBURY ROAD EAST</p> <p>HALSBURY ROAD WEST</p>
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HAMMOND CLOSE	NORTHOLT GARDENS	SUDBURY HEIGHTS AVENUE
HAPGOOD CLOSE	NORTHOLT LANE	TESSA SANDERSON WAY
HARI CLOSE	WELLGARTH	THE PARADE
HEMERY ROAD	NORTHOLT ROAD	THE RISE
HENDREN CLOSE	NORTHWOOD GARDENS	TWICKENHAM GARDENS
HIGHFIELD AVENUE	OAKWOOD CRESCENT	VERNON RISE
HOLLYDALE CLOSE	ORCHARD GATE	WHITTON AVENUE EAST
HORSENDEN AVENUE	PETTS HILL	WHITTON AVENUE WEST
HORSENDEN CRESCENT	PILGRIMS CLOSE	(GREENFORD)
HORSENDEN LANE NORTH	RAMSEY CLOSE	WHITTON AVENUE WEST
HUTTON CLOSE	READING ROAD	(NORTHOLT)
KEBLE CLOSE	RIDDING LANE	WHITTON CLOSE
KILLOWEN AVENUE	ROBIN HOOD WAY	WHITTON DRIVE
LARWOOD CLOSE	ROSEHILL GARDENS	WOOD END CLOSE
LILIAN BOARD WAY	ROSEWOOD AVENUE	WOOD END GARDENS
LINDEN CRESCENT	ROSS CLOSE	WOOD END LANE
MARY PETERS DRIVE	RUSSELL ROAD	WOOD END ROAD
MATTHEWS ROAD	SHERIDAN TERRACE	WOOD END WAY
MELVILLE AVENUE	SHERWOOD AVENUE	WOODCROFT
MERTON AVENUE	STATION PARADE	WOODLAND APPROACH
MORDEN GARDENS	DORCHESTER ROAD	WOODLAND RISE
NEW COURT		

Northolt Mandeville ward area (pre May 2022 boundaries)

NORTHOLT MANDEVILLE

<p>A40 A4090 ABBOTT CLOSE ACCESS ROAD TO 60-66 DABBS HILL LANE ACCESS ROAD TO 68-74 DABBS HILL LANE ACCESS ROAD TO 76-84 DABBS HILL LANE ACCESS ROAD TO ALLOTMENTS BETWEEN BRIGHTON DR AND LEWES CLOSE ACCESS ROAD TO CARTMEL COURT ACCESS ROAD TO CHURCHILL COURT ACCESS ROAD TO HILL AND PERCEVAL COURT ACCESS ROAD TO REAR OF PROPERTIES 64-70 DABBS HILL LANE ACCESS ROAD TO ST MARYS CHURCH ACRE PATH ALDERNEY GARDENS ALEXANDRA AVENUE ANSON TERRACE ARNOLD ROAD ASCOT CLOSE ATTEWOOD ROAD BADMINTON CLOSE BANGOR CLOSE BAYSHILL RISE BECKLEY MEWS BELVUE CLOSE BELVUE ROAD BLENHEIM ROAD BLUEBELL CLOSE BRIAR CRESCENT BRIGHTON DRIVE BRUFFS MEADOW BUTTERCUP CLOSE CARR ROAD CASTLE ROAD CHELTENHAM CLOSE CHERRY GARDENS CHURCH AVENUE CHURCH ROAD CONEYGROVE PATH COURT FARM LANE</p>	<p>COURT FARM ROAD COWINGS MEAD DABBS HILL LANE DANEMEAD GROVE DONCASTER DRIVE DUKES AVENUE EALING ROAD EASTCOTE LANE EASTCOTE LANE NORTH EPSOM CLOSE ESKDALE AVENUE FAKENHAM CLOSE FIELD END FONTWELL CLOSE FOOTPATH ALONGSIDE REAR OF 5-15 DONCASTER DRIVE FOOTPATH FROM 10-11 SIVERST CRESCENT TO 57-59 GONVILLE CRESCENT FOOTPATH FROM 119-121 LANCASTER ROAD TO 56-58 GIRTON ROAD FOOTPATH FROM 15-17 DONCASTER DRIVE SOUTH TO EASTCOTE LANE FOOTPATH FROM 23 ASCOT CLOSE RUNNING NORTH TO PERCEVAL COURT FOOTPATH FROM 24-27 AND 31 YEOMAN ROAD RUNNING TO FRONT OF 21 COWINGS MEAD FOOTPATH FROM 32-34 DUKES AVENUE NW TO 41-43 ISLIP GARDENS FOOTPATH FROM 44-46A MOAT FARM ROAD TO EASTCOTE LANE VIA RAILWAY FOOTPATH FROM 48 SUSSEX CRESCENT RUNNING SOUTH EAST TO 40 SUSSEX CRESCENT FOOTPATH FROM 56-58 ALDERNEY GARDENS TO 53 EASTCOTE LANE VIA ISLIP MANOR PARK FOOTPATH FROM 56-58 ISLIP GARDENS RUNNING NW TO 129-131 ISLIP MANOR ROAD</p>	<p>FOOTPATH FROM ADJACENT FERN COTTAGE EALING ROAD TO REAR OF 52A FORT ROAD FOOTPATH FROM AVAD HOUSE BELVUE ROAD TO CARR ROAD VIA RAILWAY FOOTBRIDGE FOOTPATH FROM GOLF CLUB IN ROWDELL ROAD TO NORTH END OF BRIDPORT ROAD FOOTPATH FROM HAYDOCK GREEN TO OPPOSITE 38 SUSSEX CRESCENT FOOTPATH FROM NORTH END OF BLENHEIM ROAD RUNNING NE TO THE REAR OF 12 ANSON TCE FOOTPATH FROM PETWORTH CLOSE RUNNING SOUTH WEST TO 36-38 ALDERNEY GARDENS FOOTPATH FROM REAR OF 18 HORNBEAM CLOSE TO 8-10 DONCASTER DRIVE FOOTPATH FROM REAR OF ST MARYS CHURCH TO 4-6 COURT FARM ROAD FOOTPATH RUNNING AROUND PARK BETWEEN MANDEVILLE ROAD EALING ROAD AND THE PLOUGH HOTEL FOOTPATH RUNNING UNDER MANDEVILLE ROAD NORTH OF NORTHOLT STATION VIA SUBWAY FORLONG PATH FORT ROAD FORTUNES MEAD FREEMAN CLOSE GAUNTLETT CLOSE GONVILLE CRESCENT GOODWOOD DRIVE GRAINGER CLOSE GRANDSTAND WAY HAREWOOD AVENUE HAREWOOD CLOSE HAYDOCK AVENUE HAYDOCK GREEN</p>
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<p>HEXHAM GARDENS HOLLOWFIELD WALK HOLMWOOD CLOSE HORNBEAM CLOSE HUNTINGDON CLOSE HURST CLOSE ISLIP GARDENS ISLIP MANOR ROAD KEMPTON AVENUE KINGSMEAD DRIVE KINGSTON CLOSE LANCASTER ROAD LAYMEAD CLOSE LEWES CLOSE LORDSHIP ROAD LYTTON CLOSE MANDEVILLE ROAD MANDEVILLE ROAD SERVICE ROAD TO NUMBER 46 MANOR AVENUE MANOR GATE MILDRED AVENUE MILLWAY GARDENS MOAT FARM ROAD MOWBRAY GARDENS NEW PARK CLOSE NEWBURY CLOSE NEWBURY WAY NEWMARKET AVENUE</p>	<p>NEWNHAM CLOSE ORIEL WAY OWEN CLOSE PALMER CLOSE PERTH CLOSE PETTS HILL PETTS HILL SERVICE ROAD TO NUMBERS 2-16 PETTS HILL SERVICE ROAD TO NUMBERS 85-237 PETWORTH CLOSE PLUMPTON CLOSE POPPY CLOSE PRIORS FARM LANE PRIORS FIELD RECTORY GARDENS REDCAR CLOSE RIBBLESDALE AVENUE RIDGEWAY WALK RIPON CLOSE ROWDELL ROAD ROXBOURNE CLOSE SANDOWN WAY SANDRINGHAM ROAD SHEPHERDS PATH SIVERST CLOSE SLIP ROAD FROM WESTERN AVENUE TO EALING ROAD SOUTHWELL AVENUE</p>	<p>STATION PARADE STROUD FIELD SUMMIT ROAD SUSSEX CRESCENT TENBY GARDENS THE FARMLANDS THE HEIGHTS THIRSK CLOSE UNNAMED ROAD CROSSING DABBS HILL LANE VICARAGE CLOSE VINCENTS PATH WESTERN AVENUE WESTWAY CLOSE WETHERBY CLOSE WHITTON AVENUE WEST WHITTON AVENUE WEST SERVICE ROAD TO NUMBERS 727-737 AND LANCASTER ROAD WILLOW TREE CLOSE WILSMERE DRIVE WINCANTON CRESCENT WINNINGS WALK WOOD END LANE WYNCHGATE YEOMAN ROAD</p>
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Northolt West End ward area (pre May 2022 boundaries)

NORTHOLT WEST END

<p>A312 A4180 ACADEMY GARDENS ACCESS ROAD TO 163-209 RADCLIFFE WAY ACCESS ROAD TO 19-65 RADCLIFFE WAY ACCESS ROAD TO 211-273 RADCLIFFE WAY ACCESS ROAD TO 50-68 RADCLIFF WAY ACCESS ROAD TO 61-120 BYRON WAY ACCESS ROAD TO 67-161 RADCLIFFE WAY ACCESS ROAD TO BUCKINGHAM COURT ACCESS ROAD TO GARAGES BETWEEN 153-165 AND 121- 126 BYRON WAY ACCESS ROAD TO GRANGE COURT ACCESS ROAD TO OSTERLEY AND HATFIELD COURTS ACCESS ROAD TO SARAH COURT ACCESS ROAD TO THE WHITE PUBLIC HOUSE OLD RUISLIP ROAD ARGUS WAY ARLISS WAY ARROWSCOUT WALK ASPEN LANE AYLES ROAD B455 BANCROFT COURT BANKSIDE AVENUE BARN CLOSE BEAUVAIS TERRACE BEAVER GROVE BENGARTH ROAD BISHOPS DRIVE BOURNEMEAD AVENUE BOURNEMEAD CLOSE BOURNEMEAD WAY BOWER CLOSE BRETT CLOSE BRITANNIA CLOSE BROOMCROFT AVENUE BRYANT ROAD BUTTS PIECE BYRON WAY</p>	<p>CANBERRA DRIVE CANFORD AVENUE CARAVELLE GARDENS CHIPMUNK GROVE CHURCH ROAD CLIFFORD CLOSE COMPTON CRESCENT CONCORD CLOSE CONVAIR WALK CRANBERRY CLOSE CYCLEWAY FROM REAR OF 16- 21 KITTEWAKE ROAD TO 211- 273 RADCLIFF WAY CYCLEWAY FROM WAYFARER ROAD TO OPPOSITE 9 KITTEWAKE ROAD DAKOTA GARDENS DEHAVILLAND CLOSE DELTA GROVE DILSTON CLOSE DOLPHIN ROAD DOVE CLOSE DOWN CLOSE DOWN WAY EDWARD ROAD FARMAN GROVE FIREFLY CLOSE FLAMINGO GARDENS FOOTPATH FROM 18-19 TREVOR CLOSE RUNNING SOUTH TO 12-13 RUSHDENE CLOSE FOOTPATH FROM 23-25 RUSHDENE CRESCENT TO 61- 63 EDWARD ROAD FOOTPATH FROM 24-26 TITHE BARN WAY TO 135-137 RUSHDENE CRESCENT FOOTPATH FROM 406-434 CHURCH ROAD FOOTPATH FROM 444-500 CHURCH ROAD FOOTPATH FROM 61-69 TO 133-138 DEHAVILLAND CLOSE FOOTPATH FROM 6-9 PARKFIELD CLOSE TO FOOTPATH BETWEEN 69-70 MAKEPEACE ROAD FOOTPATH FROM 78-80 LAUGHTON ROAD RUNNING EAST TO 63-65 BENGARTH ROAD</p>	<p>FOOTPATH FROM 88-90 RUSHDENE CRESCENT TO 24- 26 RUSHDENE CRESCENT FOOTPATH FROM ANOTHER FOOTPATH ADJACENT TO 9 DOWN CLOSE FOOTPATH FROM ASPEN LANE TO EASTERN END OF SENTINEL CLOSE FOOTPATH FROM CANBERRA DRIVE NEAR GAYHURST COURT TO 388 YEADING LANE FOOTPATH FROM IRVING AVENUE AND COMPTON CRESCENT JUNCTION TO LAUGHTON ROAD AND LANGTRY ROAD FOOTPATH FROM REAR OF 6 PARKFIELD CLOSE TO 281-283 RECTORY PARK AVENUE VIA RECTORY PARK FOOTPATH FROM RUISLIP ROAD AND SHARVEL LANE JUNCTION TO WESTERN AVENUE NORTH OF NORTHOLT FOOTPATH FROM RUISLIP ROAD RUNNING ALONGSIDE BROADMEAD ROAD TO BOROUGH BOUNDARY FOOTPATH FROM RUISLIP ROAD TO REAR OF 9 PARKFIELD ROAD VIA RECTORY PARK FOOTPATH FROM SOUTH END OF ACADEMY GARDENS RUNNING SOUTH TO RUISLIP ROAD FOOTPATH FROM WEST END OF RAYNERS GARDENS TO 32- 34 LONGHOOK GARDENS FOOTPATH LINKING VANBROUGH CRESCENT AND IRVING AVENUE FOOTPATH RUNNING BETWEEN 49-51 NUTFIELD GARDENS FOOTPATH RUNNING FROM 41 ASPEN LANE RUNNING WEST THEN SOUTH TO BOROUGH BOUNDARY</p>
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FRIARS CLOSE	MAKEPEACE ROAD	RUSHDENE CRESCENT
FRIENDSHIP WALK	MARTLET GROVE	SEALAND WALK
GALLERY GARDENS	MAURIER CLOSE	SEASPRITE CLOSE
GARDEN CLOSE	MAYFLY GARDENS	SENTINEL CLOSE
GEMINI GROVE	MAYTREE GARDENS	SHARVEL LANE
GODFREY AVENUE	MEDLAR CLOSE	SYCAMORE CLOSE
GULLIVER CLOSE	MERLIN CLOSE	TANGMERE GARDENS
GURNEY ROAD	MONTGOLFIER WALK	THE PARKWAY
HARTFIELD AVENUE	MULBERRY CLOSE	THORNDIKE AVENUE
HAWTHORN FARM AVENUE	NEWDENE AVENUE	TITHE BARN WAY
HAWTREY AVENUE	NIGEL CLOSE	TOMAHAWK GARDENS
HAZELTREE LANE	NIMROD CLOSE	TOWNSON AVENUE
HEARN RISE	NUTFIELD GARDENS	TOWNSON WAY
HENSON PLACE	OLD RUISLIP ROAD	TREVOR CLOSE
HINDHEAD GARDENS	PARKFIELD AVENUE	TREVOR GARDENS
HUGHENDEN GARDENS	PARKFIELD CLOSE	TRIDENT GARDENS
HUXLEY CLOSE	PARKFIELD DRIVE	VALIANT CLOSE
INDIA GARDENS	PARKFIELD ROAD	VANBROUGH CRESCENT
IRVING AVENUE	PENTLAND PLACE	VISCOUNT GROVE
JACQUELINE CLOSE	PERRY GARTH	WATERY LANE
JAVELIN WAY	RADCLIFFE WAY	WAYFARER ROAD
JETSTAR WAY	RAYNERS CRESCENT	WELLS CLOSE
KENTFORD WAY	RAYNERS GARDENS	WEST END GARDENS
KINGSHILL AVENUE	REDMAN CLOSE	WEST END ROAD
KITTIWAKE ROAD	RUBENS ROAD	WESTERN AVENUE
LAING DEAN	RUISLIP ROAD	WHITE HART ROUNDABOUT
LAMB CLOSE	RUISLIP ROAD SERVICE ROAD	WILLETT CLOSE
LANGTRY ROAD	TO BYRON WAY AND LAMB	YEADING LANE
LAUDER CLOSE	CLOSE	YEADING LANE SERVICE ROAD
LAUGHTON ROAD	RUISLIP ROAD SERVICE ROAD	TO NUMBER 388 AND
LILLIPUT AVENUE	TO NUMBERS 401-411 AND	RADCLIFFE WAY
LONGHOOK GARDENS	THE TELEPHONE EXCHANGE	YEADING LANE SERVICE ROAD
LYNNE WAY	RUSHDENE CLOSE	TO NUMBERS 485-521

Perivale ward area (pre May 2022 boundaries)

PERIVALE

ACCESS ROAD TO HORSENDEN LANE SOUTH PERIVALE COMMUNITY CENTRE ACCESS ROAD TO PERIVALE GRANGE ACCESS ROAD TO PERIVALE INDUSTRIAL PARK ACCESS ROAD TO TESCO AINTREE ROAD ALPERTON LANE ALPERTON LANE ANTHONY ROAD ARGYLE ROAD B452 B456 BARMOUTH AVENUE BETHLEHEM CLOSE BIDEFORD AVENUE BILTON ROAD BLEASDALE AVENUE BLENHEIM CLOSE BRINDLEY CLOSE BROOKLANDS DRIVE BUCKINGHAM AVENUE CALDER AVENUE CECIL MANNING CLOSE CENTRAL PARADE CHEVIOT WAY CHILHAM CLOSE CLAUSEN WAY COLWYN AVENUE CONISTON AVENUE CONWAY CRESCENT COWGATE ROAD CYCLEWAY FROM OPPOSITE PERIVALE STATION TO END OF SCORTON AVENUE ALONG RAILWAY CYCLEWAY FROM PERIVALE LANE VIA GOLF COURSE TO REAR OF 86 BELLEVUE ROAD CYCLEWAY RUNNING FROM OLD CHURCH LANE ACROSS WESTERN AVENUE TO HORSENDEN LANE SOUTH DAVID AVENUE DAWLISH AVENUE DENNIS ROAD DEVON CLOSE DORIS ASHBY CLOSE EMPIRE ROAD FAIRFIELD DRIVE FEDERAL ROAD	FOOTPATH FROM 186 HAYMILL CLOSE RUNNING NORTH TO WESTERN AVENUE FOOTPATH FROM 26 HAYMILL CLOSE RUNNING NORTH TO WESTERN AVENUE FOOTPATH FROM 41-43 TAVISTOCK AVENUE RUNNING WEST TO 68-70 HORSENDEN LANE SOUTH FOOTPATH FROM 4-5 LEAVER GARDENS RUNNING SOUTH EAST TO RAIL BRIDGE AT END OF STOCKDOVE WAY FOOTPATH FROM 48 COSTONS LANE RUNNING EAST TO RAIL BRIDGE AT END OF STOCKDOVE WAY FOOTPATH FROM 49 BIDEFORD AVENUE TO 7 CHILHAM CLOSE FOOTPATH FROM 6-7 BUCKINGHAM AVENUE TO REAR OF 265A BILTON ROAD FOOTPATH FROM 81-83 HAYMILL CLOSE RUNNING EAST TO THE REAR OF 35 HAYMILL CLOSE FOOTPATH FROM 90 COWGATE ROAD RUNNING SOUTH TO ANOTHER FOOTPATH IN PERIVALE PARK FOOTPATH FROM CAR PARK ALONG TENNIS COURT REAR OF 46-60 COLWYN AVENUE FOOTPATH FROM JUNCTION OF ARGYLE ROAD AND STOCKDOVE WAY VIA LENGTH OF STOCKDOVE WAY FOOTPATH FROM MANOR FARM ROAD RUNNING ALONG GRAND UNION CANAL TO RAILWAY BRIDGE FOOTPATH FROM OPPOSITE 50 HORSENDEN LANE SOUTH TO 60 COLWYN AVENUE VIA SPORTS GROUND FOOTPATH FROM SOUTH END OF THIRLMERE AVENUE RUNNING SOUTH TO WESTERN AVENUE	FOOTPATH FROM SOUTH OF ALPERTON LANE TO SOUTH OF WESTERN AVENUE VIA SUBWAY FOOTPATH FROM TENNIS COURT ON PERIVALE LANE RUNNING SOUTH TO PERIVALE BRIDGE FOOTPATH FROM WEST END OF STOCKDOVE WAY TO RUISLIP ROAD EAST VIA RAILWAY FRANCIS ROAD FRASER ROAD GEORGE V WAY GILBERT WHITE CLOSE HAYMILL CLOSE HETHERINGTON WAY HICKS AVENUE HODDER DRIVE HORSENDEN LANE SOUTH JACKSON ROAD JORDAN ROAD JUBILEE ROAD LANEWAY FROM 2A THIRLMERE AVENUE TO REAR OF 16 THIRLMERE AVENUE LANEWAY FROM HORSENDEN LANE SOUTH RUNNING EAST ALONGSIDE RAILWAY TO BIDEFORD AVENUE LANGDALE GARDENS LAUNCESTON GARDENS LAUNCESTON ROAD LAWRENCE WAY LEAVER GARDENS LEE ROAD LILY GARDENS LILY WALK LYNMOUTH GARDENS LYNMOUTH ROAD MANOR FARM ROAD MANOR FARM ROAD MAY GARDENS MEDWAY DRIVE MEDWAY PARADE OLD CHURCH LANE PARVA GROVE PERIMEADE ROAD PERIVALE LANE PERIWOOD CRESCENT PLEASANT WAY
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PRIMROSE WAY RAINBIRD CLOSE RHYL ROAD RIBCHESTER AVENUE ROCKFORD AVENUE RYDAL CRESCENT SALVIA GARDENS SARSFIELD ROAD SCORTON AVENUE SELBORNE GARDENS SINDALL ROAD STOCKDOVE WAY	SUEZ AVENUE SUNLEY GARDENS TAVISTOCK AVENUE TEES AVENUE TEIGNMOUTH GARDENS TEIGNMOUTH PARADE THAMES AVENUE THIRLMERE AVENUE TORRINGTON GARDENS TORRINGTON ROAD WADSWORTH CLOSE WADSWORTH ROAD	WALMGATE ROAD WELLAND GARDENS WESTERN AVENUE (GREENFORD) WESTERN AVENUE (PERIVALE) WICKET ROAD WOODHOUSE AVENUE WOODHOUSE CLOSE WOODROW CLOSE WYRESDALE CRESCENT
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South Acton ward area (pre May 2022 boundaries)

SOUTH ACTON

ACCESS ROAD TO 81-99 CHURCH ROAD	CHELTENHAM PLACE CHURCH PATH CHURCH ROAD	KING EDWARDS GARDENS KING EDWARDS PLACE LANGFORD CLOSE
ACCESS ROAD TO 90-204 MEREDITH TOWER	CLANDON CLOSE COLVILLE ROAD	LANGLEY DRIVE LAYER GARDENS
ACCESS ROAD TO ADDISON COURT	CORBET GARDENS CREFFIELD ROAD	LEXDEN ROAD LEYTHE ROAD
ACCESS ROAD TO BLACKMORE TOWER	CREFFIELD ROAD CROWN STREET	MANGLE CLOSE MARBLE CLOSE
ACCESS ROAD TO CARISBROOKE COURT	DANIEL ROAD DAVENANT WAY	MAUGHAM WAY MELROSE ROAD
ACCESS ROAD TO GUNNERSBURY COURT	DENEHURST GARDENS DUCHESS MEWS	MELVILLE VILLAS ROAD MEON ROAD
ACCESS ROAD TO JEROME TOWER	EDGECOTE CLOSE ENFIELD ROAD	MILL HILL GROVE MILL HILL ROAD
ACCESS ROAD TO LAUNDERS GATE	FOOTPATH FROM 5 COLVILLE ROAD RUNNING NORTH TO 1	MILL HILL TERRACE MILL HILL YARD
ACCESS ROAD TO LUDLOW COURT	ROSLIN ROAD FOOTPATH FROM AVENUE	MONTAGUE GARDENS MOUNT PLACE
ACCESS ROAD TO REAR OF STATION PARADE ON UXBRIDGE ROAD	ROAD AND CHURCH ROAD JUNCTION TO 118 BOLLO	MUSEUM WAY NEVILLE CLOSE
ACCESS ROAD TO SCOTT COURT	BRIDGE ROAD FOOTPATH FROM BERRYMEAD	NEWPORT ROAD NEWTON AVENUE
ACTON HILL MEWS ACTON LANE	HALL AVENUE ROAD TO SOUTH END OF OLDHAM	OAKLEY AVENUE OLDHAM TERRACE
ALL SAINTS ROAD AMELIA CLOSE	TERRACE FOOTPATH FROM GLAMIS	OSBORNE ROAD PACKINGTON ROAD
ARGUS WAY AVENUE CRESCENT	COURT RUNNING NORTH TO THE EASTERN BOUNDARY OF	PALMERSTON ROAD PARK ROAD EAST
AVENUE GARDENS AVENUE ROAD	111 AVENUE ROAD FOOTPATH FROM REAR OF	PARK ROAD NORTH PETERSFIELD ROAD
B490 BARLOW ROAD	PEMBROKE HOUSE TO REAR OF APPLEBY COURT	PHILLIMORE GARDENS RAGLEY CLOSE
BASSINGTON ROAD BELGRAVE CLOSE	FOOTPATH RUNNING THROUGH THE WOODLANDS	RAMSAY ROAD REDHALL TERRACE
BERRYMEAD GARDENS BILLINGTON MEWS	BETWEEN WOODLANDS AVENUE AND CROWN STREET	ROMAN CLOSE ROSEMONT ROAD
BIRCH GROVE BLOOMSBURY CLOSE	FORDHOOK AVENUE GLOUCESTER ROAD	ROSENBERG ROAD ROSLIN ROAD
BOLLO BRIDGE ROAD BOLLO LANE	GRANVILLE GARDENS GREENOCK ROAD	ROSSETTI AVENUE SALISBURY STREET
BROOK CLOSE BROUNCKER ROAD	GROSVENOR PARADE GUNNERSBURY LANE	SHRUBLANDS LANE SOAPSUD STREET
BUCKLAND WALK BUXTON GARDENS	HALE GARDENS HANBURY ROAD	STANLEY ROAD STANWAY GARDENS
BYRON ROAD CASTLE CLOSE	HART GROVE HEATHFIELD ROAD	STATION PARADE STEYNE ROAD
CAULFIELD ROAD CENTRAL PARADE	HIGH STREET HILLCREST ROAD	STIRLING ROAD STRAFFORD ROAD
CHATSWORTH GARDENS	HOPE GARDENS JAMESON CLOSE	STREAMDALE ROAD TELFER CLOSE
		TWYFORD AVENUE

TWYFORD CRESCENT UXBRIDGE ROAD UXBRIDGE ROAD VINCENT ROAD WASHBOARD CLOSE	WEST LODGE AVENUE WESTERN GARDENS WHELAN ROAD WHITEHALL GARDENS WILLCOTT ROAD	WINCHESTER STREET WOODGRANGE AVENUE WOODLANDS AVENUE
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Property Regulation

Private rented property licensing schemes

People Strategy

April 2022

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Executive summary

This strategy is to enable successful recruitment, development, and retention of people to the Property Regulation teams. This is so the substantially enlarged licensing schemes are efficiently and effectively administered, scheme objectives are met, and statutory obligations are fulfilled.

Since January 2017, Ealing Council has operated private rented property licensing schemes to improve property conditions and management standards in the borough's private rented sector. The initial schemes expired on 31 December 2021.

In December 2021, the Council agreed to introduce a new boroughwide additional HMO licensing scheme and a new selective licencing scheme (Designation 1,) which came into force on 1 April 2022. Evidence also supported the introduction of a further 12 ward scheme (Designation 2). This will require an application to the Secretary of State, anticipated early summer 2022. The licensing schemes objectives are to:

- Improve housing conditions by eliminating poor standards of management in the private rented sector.
- Reduce Anti-Social Behaviour (ASB) in the private rented sector
- Eliminate rogue landlords.
- Improve the working relationship between the Council and private sector landlords.
- Increase tenant's awareness of the minimum standards to be expected in rented accommodation.

To ensure the successful administration and delivery of the licensing schemes additional staffing is required across the following three key areas:

- a. licensing administration
- b. licensing compliance and
- c. enforcement/legal activities.

The schemes are significantly larger than the previous scheme and will need resourcing with the right capability to deliver the scheme objectives. This is to meet the significant increase in application processing and the amount of investigative and enforcement activities officers will need to undertake.

Insufficient staff to process applications could result in significant issuing delays and collection of Part B enforcement fees. This risks income recovery and the schemes' objectives. To achieve processing efficiencies, the Council has implemented a new IT system for end-to-end application processing and workflow management. A national shortage of suitable officer candidates means the Council will need to spend more on key lead enforcement roles to attract the right calibre of officer.

This strategy sets out approaches to develop capability including attracting skilled EHOs for this larger scheme. It outlines approaches to increase the potential recruitment pool by utilising available similar level officers, expanding recruitment routes, growing the mix of contracting approaches, incentives, and staff development, as well as approaches for retention of existing officers.

1. Introduction

On the 1 April 2022, Ealing Council's new private rented property licensing schemes came into force, making it a legal requirement for most houses in multiple occupation (HMOs) in the London Borough of Ealing and all other privately rented homes in East Acton, Southall Broadway and Southall Green to be licensed.

The Council is also seeking to obtain approval from the Secretary of State (summer 2022) to introduce a second selective licensing designation, which will add a further 12 licensing wards.

Should Designation 2 be approved by the Secretary of State, it is predicted that there will be more than a doubled increase in the number of licence applications received when compared to previous schemes (2017-2021).

The existing Property Regulation team has been scaled back over the last two years to coincide with the end of the first five-year private rented sector licensing schemes. (December 2021).

The purpose of this strategy is to enable successful recruitment, development and retention of people to the Property Regulation teams, to ensure the much-enlarged licensing schemes are efficiently and effectively administered, scheme objectives met and statutory obligations fulfilled.

2. Purpose and Scope

2.1 Background

Since January 2017, Ealing Council has operated private rented property licensing schemes in order to improve property conditions and management standards in the borough's private rented sector. Such discretionary property licensing schemes can only last for a maximum of five years and Ealing's initial schemes expired on 31 December 2021.

[Following a public consultation in 2021](#) and approval by [cabinet](#) in December 2021, the Council agreed to introduce a new boroughwide additional HMO licensing scheme and a new selective licencing scheme (Designation 1) in the three wards of East Acton, Southall Broadway and Southall Green. These schemes came into force on 1 April 2022 for a five-year period and run alongside Mandatory HMO licensing which applies nationwide and is in force indefinitely.

Evidence also supports the introduction of a further 12 wards to be included as part of the selective licensing scheme (Designation 2). However, a scheme of this size will require an application to be submitted to the Secretary of State for approval. It is anticipated that any such application will not be made until early summer 2022.

The licensing scheme objectives are to:

- Improve housing conditions by eliminating poor standards of management in the private rented sector.
- Reduce Anti-Social Behaviour (ASB) in the private rented sector
- Eliminate rogue landlords.
- Improve the working relationship between the Council and private sector landlords.
- Increase tenant's awareness of the minimum standards to be expected in rented accommodation.

The existing Property Regulation teams have been scaled back over the last two years to coincide with the end of the initial scheme (December 2021). Therefore, to ensure that the new scheme objectives are met it shall be necessary to rebuild capacity within the team.

The Council is however aware that there is a shortage of specialist staff for this area in the market, which may create challenges in attracting qualified and experienced environmental health officers.

The introduction of selective licensing schemes in two distinct phased designations will however enable the Council to manage service capacity and capability needs from recruitment through to developing the team to deliver the scheme objectives, whilst learning lessons from Phase 1 recruitment initiatives.

The decision regarding the Designation 2 application, by the Secretary of State will be confirmed later in 2022. A possible delay or rejection to the approval has been factored into this people strategy and recruitment plan.

2.2 Licensing Administration & Enforcement

To ensure the successful administration and delivery of the licensing schemes additional staffing resources shall be required across the following three key areas:

- a) licensing administration
- b) licensing compliance and
- c) enforcement/legal activities

The MHCLG report [*An Independent Review of the Use and Effectiveness of Selective Licensing, 2019*](#) states:

Administration

Where there are insufficient resources to process applications (whether it be due to a lack of manpower, problems with IT systems, or problems with the application process itself), the common result is significant delays in issuing licences due to a large backlog. Delays in issuing licences can lead to problems for the applicant, such as difficulty obtaining financing or securing a managing agent. There can also be serious consequences for tenants, since until the licence is issued, they do not benefit from the protections the licence conditions offer.

Enforcement

Where there are insufficient resources to support an effective enforcement regime, schemes become significantly less effective. In fact, in the course of this research, a lack of enforcement was identified as the single factor that compromises effectiveness more than any other. As a result of insufficient enforcement, unlicensed landlords are identified at a slower rate (if at all), and properties are not inspected (or there is considerable delay in inspection). As a result, criminal landlords are more likely to remain in operation, and property standards are improved at a slower rate. A visible and robust enforcement regime is vital to any scheme since it is the key mechanism by which change is brought about. In the absence of such a regime, unscrupulous landlords and those ignorant of their errors will continue their poor practices, undermining the entire point of the licensing enterprise. Effectively, without meaningful enforcement, licensing can be reduced to an expensive paper exercise

Staffing

Several authorities reported an inability to recruit the number of qualified and experienced environmental health/housing enforcement professionals necessary to meet the needs of the scheme's inspection regime. This problem is exacerbated in designations where the number of privately rented properties found significantly exceeds that anticipated, as there is then a need to recruit such professionals quickly. Authorities reported a variety of attempts to circumvent the shortage, such as graduate training schemes and similar, but a lack of available experienced officers is common. Seeking staff from further afield poses its own difficulty, as personnel are unlikely to

relocate if in a secure position elsewhere given a lack of employment certainty after the five-year period of designation.

2.3 Financial

The Licensing schemes are designed to be self-financing through the levy of fees. The licence fees have been set at a level where the revenue from the fee will cover the costs incurred. The costs included in the fees are:

- additional staff to process applications (including recruitment and training)
- additional staff to carry out inspections of premises
- the cost of dealing with appeals against licensing decisions
- the cost of a new Information Technology system
- other costs associated with ensuring compliance with the scheme.

There is the potential risk of a significant under recovery of income and a failure to effectively achieve the schemes objectives if the Council does not receive the estimated number of applications and fees. This risk has been mitigated by ensuring that sufficient staffing resources are allocated to identifying unlicensed properties.

Insufficient staffing resources to process applications will result in significant delays in issuing licences and therefore the collection of licence fees (Part B enforcement fee). Should the number of licences vary from those anticipated, and/or the profile of applications change, there will be a need for the resourcing requirement to be flexed to manage any pressure this creates within existing budgets.

Evidence from the previous licensing schemes indicates that the largest proportion of applications are received in year one, when landlords wish to take advantage of scheme discounts. Applications are however, consistently received throughout the scheme designation and continue to be received well into year five of the designation.

3. Recruitment and Key Resources

To deliver the service levels outlined in the Cabinet Report, 8th December 2021, the roles identified in the tables below will be required.

As noted, there is a national shortage of suitable candidates in the profession, and this is likely to impact on the Council being able to recruit. The Council will need to spend more on key lead enforcement roles (using for example scarcity market payments) to attract the right calibre of officer.

There will be a significant increase in the amount of work for officers, due to the predicted increase in properties that need Licence Compliance Checks/Audits undertaken (a rise from previous scheme of 3723 to an estimated 24,717) in the borough. This will lead to a subsequent increase in investigative and enforcement activities. The following section looks at the implications of this in terms of number of roles that will need to be recruited to over time.

3.1 Phase 1 - Key Resource Requirements

Table 1 – Administration & Enforcement of Selective Licensing Designation 1 and HMO licensing schemes

ROLES		FTE* March 2022	Filled ** FTE March 2022	Yr. 1 2022	Yr. 2 2023	Yr. 3 2024	Yr. 4 2025	Yr. 5 2026
Enforcement / Compliance	Operations Manager	1	1	1	1	1	1	1
	Enforcement Team Leader	3	2	4	4	4	3	3
	Senior Licensing Enforcement Officer	3	0	6	5	4	4	3
	Licensing Enforcement Officer	15	11	30	25	22	16	15
	Licensing Technical Officer	1	1	1	1	1	1	1
Administration	Licensing Administration Team Leader	1	1	1	1	1	1	1
	Senior Licensing Admin Officer	6	5	5	5	5	4	4
	Licensing Admin Officer	10	6	8	6	6	4	4
Total		40	27	56	48	44	34	32

* FTE– Includes filled and vacant posts

** Actual filled roles. Excludes officers currently on secondment in other roles across Council.

Table 1 shows that at the scheme’s peak in Year 1 (2022) the number of staff required to efficiently administer and enforce the schemes will need to increase to a total of 56. The number of officers required will decrease to 32 over the 5 year licensing designation period.

To ensure there is an effective enforcement regime there is a need for a significant increase in enforcement roles. To achieve maximum efficiencies when processing licence applications, the Council has implemented a new IT system which enables end to end licence application processing and workflow management, thus reducing manual processing time and errors.

It is significantly more efficient than the previous IT system and will reduce manual handling times significantly. Due to these significant efficiencies the number of administration roles (for Phase 1) has not been increased, but it shall be necessary to ensure that current vacant roles are filled.

3.2 Phase 1 - Recruitment Plan

The roles and number of officers needed to be recruited to ensure successful implementation of Phase 1 (Year 1) of the licensing schemes are outlined in Table 2. By achieving these staffing levels the Council will also ensure sufficient capacity and capability in readiness for the potential implementation of Designation 2 of the licensing schemes.

Table 2 – Phase 1 Recruitment (2022)

ROLES	Filled FTE March 2022	Year 1 FTE Required	No. of new FTE to Recruit
Enforcement Team Leader	2	4	2
Senior Licensing Enforcement Officer	0	6	6
Licensing Enforcement Officer	11	30	19
Licensing Admin Officer	6	8	2
Total	27	56	29

Over the 5 years of the licensing designation the service will contract in size, therefore not all roles will be permanent, and consideration should be given to employing officers on a variety of contracts (permanent and fixed-term). Table 3 provides a matrix of roles and variable contract lengths for effective delivery of the licensing schemes.

An employee will be working on a fixed-term contract when they have been employed under a contract of employment that states that it will come to an end:

- Upon reaching a specified date, or
- When a specified task has been completed, or
- When a specified event does or does not occur

Further guidance on fixed term contracts can be found at [Fixed-term employment contracts: What counts as a fixed-term contract - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/fixed-term-employment-contracts-what-counts-as-a-fixed-term-contract)

Table 3 – Matrix of roles and variable contract lengths required for Phase 1

Role	No of New Officers	Duration of Contract in years*
Enforcement Team Leader	1	Permanent
Enforcement Team Leader	1	3
Senior Licensing Enforcement Officer	3	Permanent
Senior Licensing Enforcement Officer	1	4
Senior Licensing Enforcement Officer	1	2
Senior Licensing Enforcement officer	1	1
Licensing Enforcement Officer	2	Permanent
Licensing Enforcement Officer	2	5
Licensing Enforcement Officer	1	4
Licensing Enforcement Officer	6	3
Licensing Enforcement Officer	3	2
Licensing Enforcement Officer	5	1
Licensing Admin Officer	2	1
Total number of new officers	29	

* Start date 2022

3.3 Phase 2 – Key Resource Requirements

Should Ealing Council gain approval for its selective licensing Designation 2, it is anticipated that this will not come into force until April 2023. Table 4 below outlines the number of officers required for the administration & enforcement of Selective Licensing Designations 1 and 2 and the HMO licensing schemes.

The recruitment of these roles will impact on management time to prepare and support the additional team members, should this phase go ahead. It has been assumed that staffing numbers in 2026 will be sufficient to manage the demand until the end of Designation 2 in 2027.

Table 4 – Administration & Enforcement of Selective Licensing Designations 1 and 2 and HMO licensing schemes

		2023	2024	2025	2026	2027
Enforcement/Compliance	Operations Manager*	1	1	1	1	1
	Enforcement Team Leader	5	5	4	4	4
	Senior Licensing Enforcement Officer	7	6	4	3	3
	Licensing Technical Officer	1	1	1	1	1
	Licensing Enforcement Officer	36	28	20	15	15
Administration	Licensing Administration TL*	1	1	1	1	1
	Senior Licensing Admin Officer*	5	5	5	5	5
	Licensing Admin Officer	13	10	8	6	6
TOTAL		69	57	44	36	36

3.4 Phase 2 - Recruitment Plan

To manage the introduction of Designation 2, the service will need to recruit 13 additional officers as outlined in Table 5 below. The challenge will be predominately around positions that are hard to recruit, such as the Enforcement Team Leader, Senior Enforcement Officer and Enforcement Officers.

Table 5 – Phase 2 Recruitment (2023)

ROLES	No. of new FTE to Recruit
Enforcement Team Leader	1
Senior Licensing Enforcement Officer	1
Licensing Enforcement Officer	6
Licensing Admin Officer	5
Total	13

The length of time these officers are required are outlined below. This will be one of the criteria used to set their contracts.

Table 6 – Matrix of roles and variable contract lengths required for Phase 2

Role	No of New Officers	Duration of Contract in years*
Enforcement Team Leader	1	2
Senior Licensing Enforcement officer	1	2
Licensing Enforcement Officer	6	1
Licensing Admin Officer	3	2
Licensing Admin Officer	2	1
TOTAL	13	

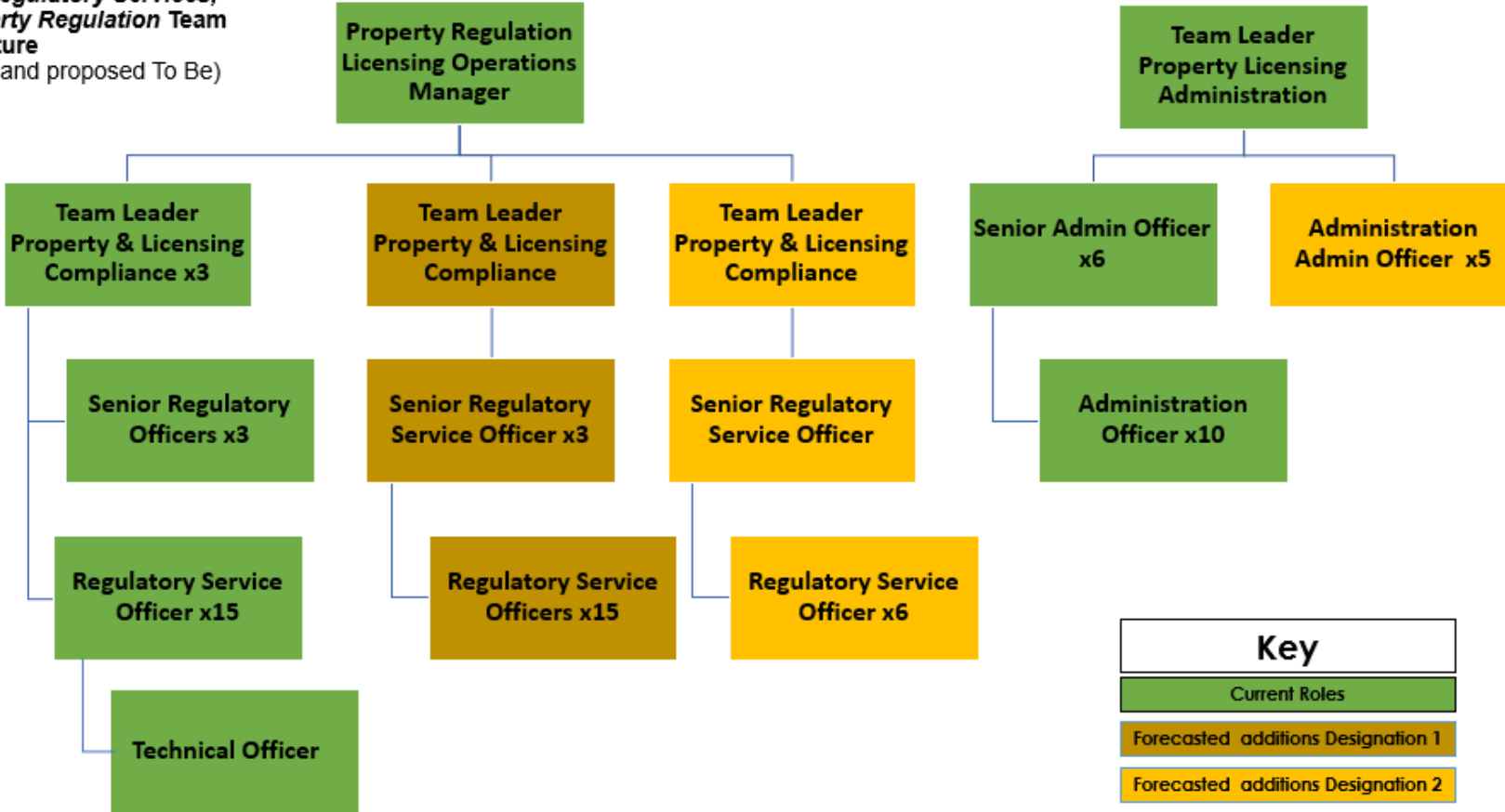
*Start date 2023

3.5 Proposed Team Structure

The proposed team structure is outlined below and includes the current FTE and newly recruited FTE's to meet the future demand for the licensing of HMOs, selective licensing Designation 1 and if approved Designation 2.

Property Regulation Proposed Structure Chart

**The Regulatory Services,
Property Regulation Team
Structure**
(As Is and proposed To Be)



Key
Current Roles
Forecasted additions Designation 1
Forecasted additions Designation 2

4. Employee Lifecycle

The Employee Lifecycle refers to the six phases an employee goes through within an organisation and can be a useful tool when designing the Council's strategy to attract, recruit, onboard the right people, maintain morale, drive performance, and manage staff turnover.



4.1 Attraction

The Council is aware that within the Environmental Health Housing sector there is a significant skills shortage and the market is highly competitive

In April 2021 the *Chartered Institute of Environmental Health* ¹workforce survey report highlighted that the profession faces a number of existential challenges. A lack of resources within teams, tightening budgets and difficulties with recruitment of experienced and qualified practitioners are all issues that have been building up for some time.

This difficulty in recruiting is prevalent more generally in the employment market. A recent Open University study² on skills shortages highlights the following issues:

¹ [EH workforce survey highlights recruitment difficulties \(cieh.org\)Workforce survey England - CIEH](https://www.cieh.org/workforce-survey-england)

² <https://www.ata-recruitment.co.uk/blog/2022/01/candidate-survey-2021-its-time-to-prioritise-retention>

- 67% of employers have had to put their salaries up to compete for talent
- 47% have said that failure to attract the right talent has had a serious impact on business agility and performance
- 51% have left vacancies unfilled
- The average time to fill a role currently sits at 1 month and 22 days. If you then add in an average 1-month notice period, roles are remaining empty for an average of nearly 3 months

In an extremely competitive market which has become employee-driven, candidates are commanding more for their careers and from their employers. To attract the right candidates to the right roles the following actions are recommended:

1. Role Profiles

To recruit the right people a review of the current role profiles should be undertaken to ensure they reflect the key competencies, experience and qualifications candidates will need to fulfil the role.

2. Salary Review and Market Pay Supplements

To address the skill shortages and recruitment and retention issues, market pay supplements and recruitment and retention incentives should be considered. A benchmarking exercise against nine London boroughs recruiting for senior enforcement officers between May 2021 and March 2022 identified that Ealing and Brent pay the lowest salary and Newham pays the highest offering a salary £4,000 higher than Ealing. Market supplements and recruitment and retention incentives also being offered by other local authorities included market supplements between £1000 and £5000, a golden hello of £2000 and 7% market supplement, also one local authority offering the payment of £200 professional registration fees. Refer to **Appendix 1**.

3. Reward and Benefits

In a competitive market employees will be naturally more attracted to employers offering the most favourable terms and conditions of employment. All rewards and benefits must be highlighted. This includes the social conscious rewards of fulfilling a role which has the impact of directly benefitting tenants, landlords and the wider community.

4. Contract types

A combination of permanent recruitment, short-term contracts, fixed term contracts and where needed agency staff should be used.

5. Grow your own talent

To deal with a skills shortage when recruiting for previous schemes, the Property Regulation team adopted a successful 'grow your own approach'. Candidates were appointed that demonstrated the requisite competences for a Regulatory Services Officer. Each officer underwent an intensive training programme.

The service will continue to build upon this approach. Internal secondment opportunities will also be explored, enabling internal career progression and recruitment of people who understand the organisation and the community it

serves to build a long term committed workforce. These people will be supported with a training and development plan based on Phase 1.

6. Apprenticeships & Graduates

Consideration should be given, where appropriate to recruiting apprentices and Environmental Health graduates. This may be through the Council's existing apprenticeship programme (managed through the Council HR team,) and by directly engaging universities (such as Middlesex University) to encourage relevant graduate applicants. The Council has a track record of supporting staff in undertaking Environmental Health degrees and will continue to encourage this.

4.2 Recruitment

This strategy has identified the need to plan recruitment to meet the increased demands placed on service by the scheme's designations. Lessons of the previous scheme means the council understands the implications and is introducing the designations in two phases, to be able to scale-up.

Due to the large number of candidates being sought, the recruitment process must attract high quality and diverse candidates. Consideration should be given to whether to manage the process internally or externally (or a combination). A modern, open and flexible approach to recruitment must be adopted that increases the potential recruitment pool.

This should include improved recruitment channels, materials and a wider use of social media and other platforms. As well as looking to alternate sources of candidates that may not be within traditional groups.

The process must follow the Council's recruitment and selection policy and procedures which incorporates good practice. All those involved in recruitment & selection decisions should be supported by training e.g., unconscious bias training.

Advertising should use language and imagery that maximises potential interest from a diverse range of candidates. A wide range of recruitment channels to seek talent should be explored, including social media posting and networking platforms. In addition to the Councils job webpages advertising should also take place on several online job boards including:

- Environmental Health News
- jobsgopublic.com
- diversityjobs.co.uk
- linkedin.com
- JobCentrePlus
- Indeed.com

Due to the diversity of potential candidates, it is important that successful applicants are effectively onboarded.

4.3 Onboarding

Once an employee has been recruited it is vital that they are integrated into the Council. Successful onboarding will ensure that the new employee acquires the necessary knowledge, tools and support structure to fulfil their duties and responsibilities.

The induction process as detailed in Ealing's corporate *Employee Handbook and Induction Checklist* should be followed. There should be an induction programme for all new staff, regardless of previous experience. The purpose of induction is to:

- Provide training and information about policies and procedures
- Meet relevant colleagues, Service users or other stakeholders
- Support individuals in a way that is appropriate to the role for which they have been engaged
- Confirm the conduct expected of staff
- Discuss the learning and development opportunities available
- Provide opportunities for a new member of staff to discuss any issues or concerns about their role or responsibilities
- Enable the person's line manager or mentor to recognise any concerns or issues about the person's ability or suitability at the outset and address them immediately.

Ealing's corporate policy also requires all new starters to complete a mandatory corporate new starters induction programme on their first day of employment with the Council. This induction is led by an officer from the HR directorate and includes an introduction to the Council. It also provides new starters with the opportunity to receive their IT devices/kit and take part in digital skills training to enable them to be more efficient from day one.

4.4 Development

To maximise the potential of people within the Property Regulation team they must be developed with the right skills and knowledge to enable them to contribute to the successful delivery of the licensing schemes both now and in the future.

Ealing Council is committed to the continuous learning and development of all its employees and provides a range of corporate Learning & Development opportunities which can be accessed in a variety of ways³. The approach taken will be as a result of discussion and agreement between the employee and manager. Consideration will be given to several factors including cost, business need, learning style, appropriateness, and available opportunity.

Different approaches to learning and development that should be considered are outlined below:⁴

³ Ealing Council Learning and Development Policy and Guidance – October 2013

⁴ Adapted from CIPD Learning Methods factsheet, March 2011

Work based

1. On-the-job training - typically learning through observing and/or being assisted by a colleague with more experience of performing a task.
2. In-house development programmes - this category covers a range of learning interventions that are longer-term, broader and/or of a higher level than basic on-the job training.
3. Coaching and mentoring - line managers are encouraged to provide coaching and mentoring support for staff. They have a responsibility to ensure that the skills and knowledge of more experienced staff members are shared with more less experienced employees to ensure that learning occurs in a planned way. It is based on the use of one-to-one discussions to enhance an individual's skills, knowledge or work performance – often for the current job, but also to support career transitions.
4. Job rotation, secondment, job-swap and shadowing – this can be useful in supporting employees in developing the skills and competencies required for developing breadth of experience and moves to new or higher-level roles.

Away from workplace

5. Courses and classroom training – formal courses away from the workplace can offer protected learning time in a risk-free environment to try out new ideas and ways of working.
6. Formal education and qualifications - vocational and management education may be a useful way of meeting learning needs while also allowing learners to acquire qualifications.
7. Conferences – there may be occasions where individuals are permitted to attend a relevant conference. Where this is the case only one person from the Council is expected to attend and share their learning with relevant colleagues on their return.
8. Action learning and learning projects - action learning is a method of collaborative learning where a small group of learners (an 'action learning set') meet regularly to reflect on real work issues. Learning projects are an opportunity to work in cross functional teams, exposing individuals to different areas and enabling them to learn about other aspects of the organisation and broaden their experience.
9. Distance learning and e-learning – involves the use of learning materials delivered through the post or electronically. The Council is particularly committed to developing its e-learning offer. eLearn is a flexible and cost effective way of learning. The term eLearning refers to any learning that uses information and communication technologies, including desktops, laptops, tablets, and smartphones.

10. Blended and 'bite-size' learning – mixing certain types of learning to get the most from the experience and retain the learning. This works particularly well when blending eLearn with more formal classroom-based training.
11. Knowledge management - gathering teams together at the end of projects to review how they have worked and to record 'lessons learned'. These events allow for participants to learn better ways of working together, improve processes and share that knowledge across the wider service area.
12. Voluntary work – the Council supports, encourages, and recognises that volunteering can bring powerful learning experiences, which benefit both the individual and the community.

Support Options

Employees wishing to study for learning and development may be supported through leave of absence for study and/or financial support for full or part-time education, short courses, open and distance learning, and the identification of other learning & development activities, which meet individual and organisational requirements.

Where financial support is not available or appropriate, all employees are entitled to apply and be considered for a Council career and self-development loan.

Specific training and development requirements

All employees will be required to complete the following mandatory training:

- Equality in the Workplace
- General Data Protection Regulation (GDPR)
- Health and Safety for Managers and Employees
- Display Screen Equipment Training and Display Screen Equipment Assessment (2 modules)
- Fire Safety

Enforcement Officers will also require bespoke training and development in the following areas:

- Housing Health & Safety Rating System (HHSRS)
- Statutory Nuisance and Public Health legislation
- Drafting of statutory notices and witness statements
- Understanding of Law & legislation, the Courts & Tribunals,
- Enforcement & Investigation techniques, witness training, PACE.
- Civil Penalties, Rent Repayment Orders, Illegal Evictions & Harassment.

Training and development are a continuous need and will be driven by individuals' competency gaps. These will be captured through individual training and development plans. The individual plans will be aggregated, with learning from phase 1, and incorporated into an overall needs-based service training and development plan for the life of the scheme.

4.5 Retention

High employee turnover will impact upon the schemes financial model and delivery of the licensing schemes objectives. A positive employee retention strategy must be adopted that will maximise employee engagement. To limit employee turnover efforts must be focused on keeping employees and ensuring they are happy and sufficiently challenged in their respective roles within the team.

The following practices have been shown to play a positive role in improving retention:

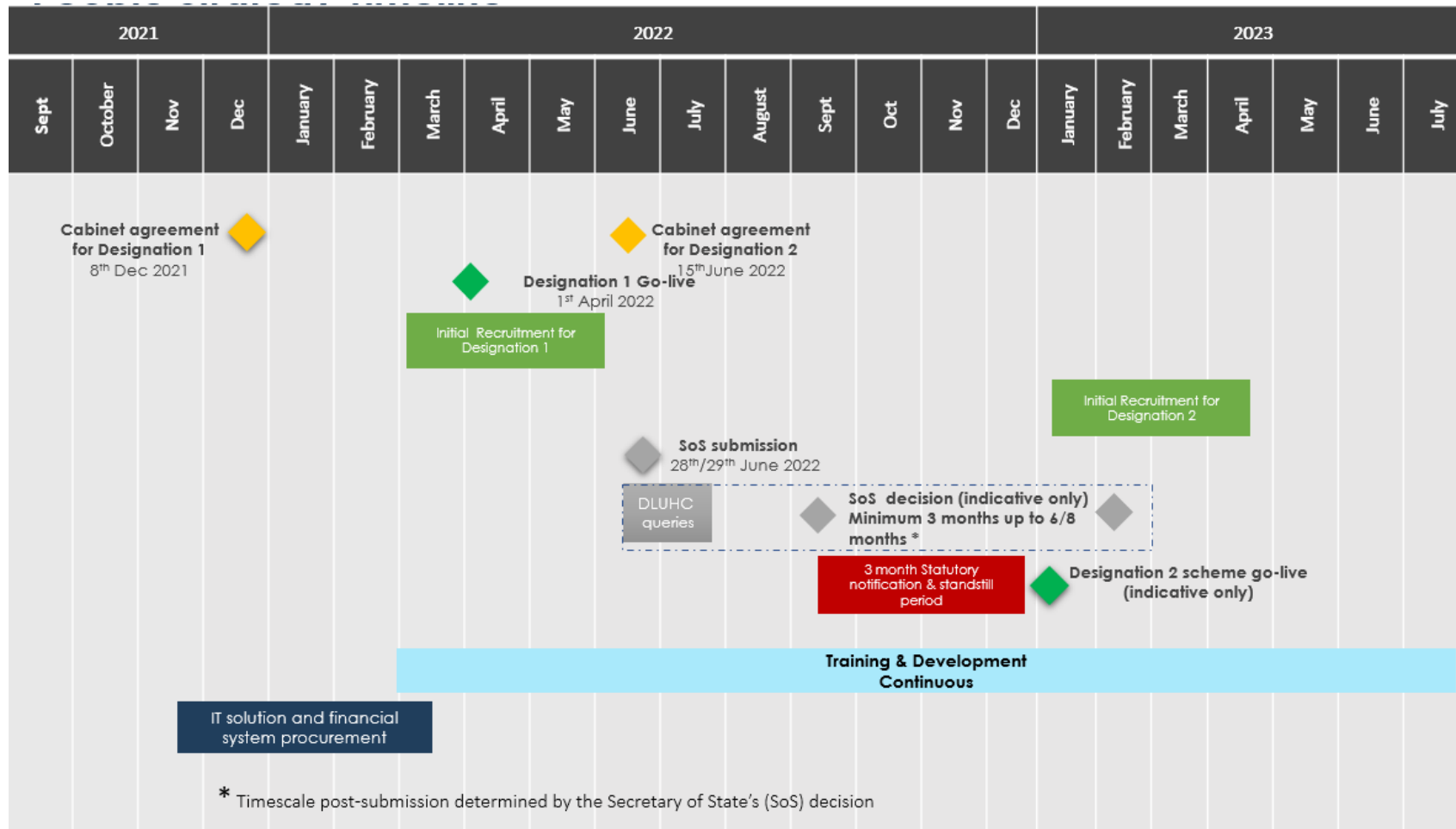
1. Career development and progression – Each employee should have a Personal Development Plan (PDP) to provide a structured set of goals to improve their skills and achieve short and long-term goals. A PDP can be used to understand and manage people’s career expectations. Where promotions are not feasible, there may be possibilities for side-ways moves to allow employees to gain different development experiences.
2. Flexible Working – Flexible working options can improve retention, raise staff morale and increase loyalty and commitment. Ealing Council is committed to facilitating, wherever possible, flexible working practices for staff without compromising the delivery of high quality and responsive services to the local community.
3. Compensation and Reward – The pay structure should be competitive and transparent so that employees have accurate expectations. Other financial incentives which can contribute to better retention include pension plans, paid leave and overtime opportunities. Non-financial rewards include development opportunities and flexible working. Ealing also provides access to a 24 hour employee helpline service.
4. Recognition - Recognition leads to employees feeling more confident and respected, which feeds into overall employee satisfaction. Hard working team members should be recognised publicly.
5. Open and Clear Communication - Senior managers must share information, set expectations, encourage discussion, and elicit honest feedback. This is essential in engendering trust and creating a healthy working environment. With regular communication employees will understand how their specific roles and accomplishments help the teams to achieve the scheme objectives.

4.6 Separation

Employees may leave for a variety of reasons however it is important that the separation process is just as strategic as the onboarding process. Exit interviews are an essential way to gain honest feedback, and ensure that the employee feels valued and recognised. Through the exit interview, insight will be gained into why people are leaving and how you can retain your existing employees.

5. Recruitment timeline

The following provides an overview of the recruitment timeline within the overall licensing schemes implementation plan.



6. Risks

The following are potential risks that could impact the achievement of this people strategy and the overall scheme objectives. These risks must be reviewed and managed by the service.

	Risk	Impact	Mitigations
1.	Due to the national skills shortage of Environmental Health/Housing Officers , the Council may not be able to attract and recruit the required number of enforcement officers to vacant roles.	<p>Reduces the services ability to work effectively in administering the increased number of licencing applications and carrying out inspections and enforcement activity.</p> <p>Insufficient resources to process applications will result in significant delays in issuing licences and therefore the collection of licence fees (Part B enforcement fee).</p> <p>May lead to a reliance on short-term contract and agency staff,</p> <p>Reputational damage</p>	<p>The service should:</p> <ul style="list-style-type: none"> - explore internal secondment opportunities. - The career graded role profile enables the recruitment of candidates with requisite competences enabling the Council to 'grow its own talent'. - consider a mix of FTC and agency staff to cover hard to recruit to roles, - explore apprenticeships and graduate students
2.	Due to uncompetitive salary packages, the service may not be able to attract and recruit the right calibre of people to key lead roles.	<p>The service will be less effective in key areas, at a time when there will be increased demand on the service</p> <p>Reputational damage</p>	<p>The Council should:</p> <ul style="list-style-type: none"> - consider offering market scarcity payments and other incentives, as part of any financial package - consider a mix of FTC and agency staff to cover hard to recruit to roles
3.	Management time spent on recruitment activity will impact on managers day to day duties.	<p>Service delivery may be impacted as 'business as usual tasks' cannot be undertaken.</p>	<p>The service should:</p> <ul style="list-style-type: none"> - plan all recruitment activity in advance - consider outsourcing parts of the recruitment process - Look at ways of freeing up management time

	Risk	Impact	Mitigations
4.	The service is unable to recruit to key roles in a timely manner.	Reduces the services ability to work effectively in administering the increased number of licencing applications and carrying out inspections and enforcement activity, especially if Designation 2 is approved. Reputational damage	The service should: <ul style="list-style-type: none"> - explore internal secondment opportunities. - The career graded role profile enables the recruitment of candidates with requisite competences enabling the Council to 'grow its own talent'. - consider a mix of FTC and agency staff to cover hard to recruit to roles, - explore apprenticeships and graduate students - Ensure performance reporting is in place for early sight of potential issue.
5.	Field Officer Mobile App element of the IT system is not made available.	The service will not be able to utilise the full IT system and this will impact on the efficiency of the service. Additional people resources may be required.	The Council should <ul style="list-style-type: none"> - Explore alternatives to iOS devices that may be integrated into the system to provide long term benefits .
6.	Decision on Designation 2 is delayed.	Staff contracts will need to be extended to ensure they remain in post pending any decision. This will impact team budget.	Plans are based on Designation 2 going live earliest 2023. This will need to be kept under review.
7.	On-going pandemic risks of a reduced workforce	Reduces availability of staff to the service, who may need to self-isolate. Inability of being able to inspect a property due to vulnerable tenants and duty of care to vulnerable people.	The Council should: <ul style="list-style-type: none"> - Provide clear guidelines on working requirements, if testing positive with Covid-19. - Business continuity plans are enacted to ensure continuity of service delivery e.g. allocating inspections to another officer, if available, postponing visits until safe to carry out.

7. Conclusion

This strategy sets out the key areas the Council must consider and the resources it will need to deliver the PRSL schemes successfully over the coming 5-6 years. It highlights the need to ensure the Council can recruit and attract the right calibre of expertise, as demand for its services will change substantially. These changes will be in an overall context of a shortage of experts and practitioners.

To ensure the service is sufficiently staffed and make Ealing an attractive place to work, the service should attract a diverse workforce. There will be a need to use innovative approaches to recruitment. This will need to cover a range of factors from rewards and benefits, (especially for lead roles), including using a variety of contract types and recruitment channels. This can also include a Grow Your Own Approach, for instance apprenticeships and internal secondments.

The strategy sets out the opportunities for staff, new and existing, to upskill and work towards obtaining qualifications that can lead to career progression. This will undoubtedly enable service sustainability.

Salary Review and Market Pay Supplements

Benchmarking

Local Authority	Senior Enforcement Officer (qualified)*	Market Supplements/ Recruitment Incentives
Newham	40,869 - 46,839	Plus £1000 R&R package
Waltham Forest	38,324 - 45,869	£5000 market supplement PA included
Islington	37,491 - 45,594	
Tower Hamlets	37,491 - 44,598	
Camden	37,638 - 43,659	Plus a £2,000 golden hello, Zone 1 & 2 annual travel card allowance and 7% market supplement
Barking and Dagenham	40,869 - 43,860	
Greenwich	40,869 - 43,860	Plus £200 professional registration fees
Kingston Upon Thames	26,530 - 43,860	
Ealing	40,869 - 42,855	
Brent	36,708 - 42,855	

* Essential qualifications include EHRB Registered/Chartered EHP/BSc and HHSRS

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Report for: ACTION
Item Number:

Contains Confidential or Exempt Information	No
Title	Future funding for the voluntary sector
Responsible Officer(s)	Kieran Read, Director of Strategy & Engagement
Author(s)	Jackie Pinney, Policy Officer
Portfolio(s)	Cllr Jasbir Anand, Thriving Communities
For Consideration By	Cabinet
Date to be Considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	All
Keywords/Index	Grants, voluntary sector

Purpose of Report:

To request that Cabinet approve a six-month extension to the existing funding programme to allow for a full consultation and application process for the 2023-27 programme.

To request that Cabinet agree the proposed consultation process and timescales for future arrangements for funding of the Voluntary and Community Sector (VCS) grants programme. The proposal to consult covers services for the period 2023/24 to 2026/27 in the context of the budget setting process.

1. Recommendations for DECISION

That Cabinet

- a) Approve a six-month extension from 1 April 2023 to 30 September 2023 to the existing grants in the 2019-23 VCS Funding Programme subject to satisfactory monitoring of current service delivery costing £1.12m.
- b) Approve the proposals for consultation on the 2023-27 VCS funding programme.

2. Recommendations for NOTING

That Cabinet notes there will be a future report following the consultation on the 2023-27 VCS funding programme with recommendations for priorities and budget allocations.

3. Reason for decision and options considered

3.1 A six-month extension to the current VCS funding programme is needed to allow

sufficient time for a reasonable and rational consultation process post-election and the application and assessment processes for the VCS funding programme for 2023-27. The extension also factors in adequate notice for currently funded VCS organisations to wind down their existing activities and for the newly funded organisations to mobilise in advance of the start of delivery of services from 1 October 2023.

- 3.2 Not to extend the current grant funding would mean that a number of key services would cease to be provided whilst the application process for the 2023-27 programme was being conducted.
- 3.3 The council is obliged to consult with the voluntary sector about grant funding. Not to consult would be contrary to the commitment to the voluntary sector through the joint council, CCG and VCS partnership agreement.

4. Key implications

4.1 Extension to the current programme

The current VCS grants programme 2019-23 includes grants for:

- (1) Community Connections
- (2) Information and advice
- (3) Support for carers
- (4) Mental health support
- (5) Domestic violence
- (5) VCS infrastructure support.

Appendix 1 sets out 2019-23 grant allocations in these areas.

Funding agreements across these areas currently terminate on 31st March 2023.

Allowing for time periods for the consultation post-election, reporting to Cabinet for decision on the format of the next programme at its meeting in November 22, the application and assessment process, the giving of three months' notice of grant awards, and allowing for the possibility of applicants making appeals on grant award decisions – it is proposed that the new grants will start from 1 October 2023.

The budget required to extend the funding will be £1.12m which is currently budgeted for within the existing MTFS.

4.2 VCS – council relationship

A strong relationship between the council and the local VCS is essential to delivering community outcomes. The VCS has deep and effective links into communities including reaching residents that the council finds it harder to reach. This was highlighted during the Covid-19 pandemic when the council, established VCS and newer groups collaborated to support vulnerable residents. We want to build on that strong and long-established relationship and support the sector to thrive.

All partners recognise that this is a very challenging time for the sector as it looks to rebuild post the pandemic. Public sector funding, including from the council, is not at the level it once was whilst social needs for example health inequalities and for assistance with the cost of living are increasing. We know also that there are things the council must do better. For example, the independent race equality commissions report highlights the need for deeper engagement between the council and community. There

are also opportunities including use of technology to fundraise and the upsurge in volunteering seen during the pandemic.

The recently agreed partnership agreement between the council, VCS and CCG sets out a shared vision for how public and voluntary sector partners should work together to build on strengths and deliver for Ealing. Continued commitment to grant funding is an essential part of that relationship but grant funding is only one of the ways in which the council can work with and support a thriving voluntary sector.

For example, the council awards contracts of over £36m a year to the voluntary sector with many being Ealing registered organisations. Through the recently agreed Social Value policy the council will be working with local providers including the voluntary sector to grow the number of local suppliers to the council.

The council owns a number of buildings in the borough which are utilised by the voluntary sector to deliver services, sometimes on a subsidised basis. The overall current subsidy amount is around £0.35m p.a. The manifesto of the recently returned Labour administration includes a commitment to introduce a Community Access Guarantee for the council's buildings. The council will be looking to take this forward to help ensure that community groups, start-ups and social enterprises can easily find accessible and affordable space in all parts of the Borough.

The council has been working with the voluntary sector to address the challenges of digital exclusion. This includes training 25 digital champions in 2021/22 (with plans to train a further 25 in 2022/23), the creation of a scheme to provide laptops to vulnerable individuals and also VCS organisations working to provide support.

The council can play an important brokerage role working with other partners to bring resources into the borough and ensure that the sector receives a fair share of funding. Examples of this include partnering with West London Mental Health Trust to administer grants to Ealing of around £0.25m and designing the VCS into the support pathways for the winter household support fund in Ealing.

The £1.5m/year the council invests in the VCS grant programme is nevertheless an important contribution as it often meets the costs of activities that other funders would not fund. This report focuses on the council's recommissioning of that funding

4.3 VCS grant funding for 2023-27

Cabinet is asked to agree the proposals being developed for consultation for the next 4-year funding programme.

A cross-departmental Internal Working Group (IWG) has been meeting regularly since January 2022 to oversee arrangements for the 2023-27 VCS funding programme. The group consists of representatives from Adults' Children' Public Health, S&E and Community Safety as well as the Ealing Clinical Commissioning Group (CCG) who have committed funding to the funding programme. These representatives have been liaising with Directors on the key issues including the priorities for funding, budget allocations, timetable, decision making process and the public consultation proposals

Discussions about the 2023-27 programme have taken into account the experience of the last four years in terms of the impact that the existing funding programme has had on residents. The IWG has also considered how the landscape has changed over the past four years, for example, as a result of the Covid pandemic, increases in the cost of living,

changes to the demographic profile of the borough, the new manifesto commitments and equalities issues including those raised through the Race Equality Commission.

These discussions have resulted in some principles for the 2023-27 programme and some key priorities.

- **A 4 year grants round:** The council and CCG¹ are committed to a 4 year funding round for 2023-27 to provide security for funded organisations however annual allocations will be subject to confirmation via the annual budget process for both the council and CCG. As the proposed six-month extension of the existing grants programme will cover the period up to September 2023, the 2023-27 programme will run for 4 years from 1 October 2023 to 30 September 2027.
- **A co-ordinated funding process involving all council departments and CCG:** A co-ordinated process enables us to consider needs across service areas and consider aligning resources around a need or cohort in line with the council and CCG priorities
- **Funding allocations which take into account the budget at the same level as in 2019-23:** It is proposed that the annual budget will be £1.5m from council finances together with an estimated £669k from health partners. This would ensure that there is no cut to the annual VCS funding budget for the duration of the next programme, notwithstanding the £72m budget gap the council faces over the next 3 years.

Emerging future funding streams

Having carried out a thorough review of the existing 2019-23 VCS funding programme it is proposed that the priorities for 2023-27 remain broadly in line with those currently funded as, to take funding out of these areas, will have a detrimental impact on residents. As there is no increase in budget available, it may be necessary to adjust the allocation of the funding across the priorities for the new programme, but this will be finalised in response to the consultation feedback.

Cabinet is asked to note the emerging funding streams and potential budgets set out below. The specific factors informing the selection of priorities for each funding stream have focused on

- eliminating duplication;
- targeting on the basis of higher needs being protected;
- assessing cross-cutting impacts;
- assessing the development of priorities with due regard to the public sector equality duty.

Community Connections / Prevention

This priority is key in terms of preventative activities as part of the council's general obligations under the Care Act 2014. It will provide a programme for all ages and abilities across the borough including activities for older adults, people with long term conditions, disabilities, autism and mental health issues, vulnerable and isolated children, young people and families and carers. The aim will be to strengthen communities and build local networks linking people up to each other and to local activities and services. The programme will also deliver key health and self-care messages and activities to increase health and wellbeing as well as activities to support the recovery from Covid, the impact of delayed health care through the pandemic and links to social prescribing.

¹ From 1 July the CCG will become the Integrated Care Partnership (ICP) but discussions have taken place about the ongoing commitment to the VCS funding programme when this change occurs.

Information and advice

Being able to access good information and advice will mean that demand for services can be managed more efficiently and effectively. The funding will provide a 'one stop shop' of specialist, generalist and children's specific information and advice providing free information and advice through appointments based at a centrally located hub with surgeries based in various locations of the borough. Residents will be able to access support directly via face-to-face appointments, telephone, and internet and smartphone services.

Mental Health

Support for mental health is a key priority as it is an increasing pressure. Support will continue to be delivered in two key areas.

- Talking therapies – Provision for talking therapies for adults in Ealing with common mental health needs, such as depression and anxiety and for those with complex needs such as personality disorder, substance use and psychosis.
- Community support - A wide range of advice and support services for people with serious and long-term mental health needs to enable them to live well in their communities. The service will work alongside other community mental health services to support people to stay well, access opportunities in employment, leisure, and education, and to contribute to their communities, as well as contributing to greater resilience and mental wellbeing in Ealing.

Respite care

Support for carers is much needed, not only for the carers themselves but also in terms of managing demand for council services. It is intended to fund planned short-term breaks for families and other unpaid carers of adults over 50 who live in the borough of Ealing. In addition, there will be services for young carers such as after school clubs and holiday clubs.

Domestic violence

Support for domestic violence services is very important especially in response to increases in the number of cases being reported. It is intended that there will be two main areas of support.

- Therapeutic support – support to children and young people experiencing the effects of domestic violence including parenting support to help parents understand the impact of domestic violence on family life and supports them to make new arrangements for their children.
- Advocacy services – a general independent domestic violence advocacy service based on comprehensive risk and needs assessment to all victims, including male victims as well as targeted support for Black, Asian and minority ethnic communities through an advocacy service for female victims of domestic abuse.

Infrastructure support

The VCS is key to helping the council deliver services both now and in the future. It is therefore vital that the large number of voluntary sector organisations can be supported in order that they can thrive and develop. Funding will be focused on a number of areas

- VCS capacity building and development support service for all voluntary and community groups working in the Ealing.
 - Developing the capability of the VCS to be more effective in delivering outcomes for those that need it most and more efficient in running their organisations
 - Focusing support on improving how the VCS can leverage further investment into the borough, as well as developing the capability for the VCS to be more financially sustainable

- Providing a voice for the sector raising issues important to the sector with the council and CCG.
- Support for and coordination of volunteering and social action in the borough
- Small grants to support organisations providing projects designed to benefit the local community.

Delivery and funding

The proposal for the 2023-27 funding programme will be that all priorities will be delivered via grants rather than contracts which is an arrangement supported by the voluntary sector. Note: funding is currently via contracts for two of the existing mental health support services.

Options will be set out in the consultation for how some of the funding streams can be delivered i.e. through having large grant awards to a consortium to deliver a range of services, having grants to individual organisations to deliver specific services, combining existing funding arrangements to provide better coordination, etc. These options are currently being developed following an evaluation of the existing programme, an analysis of need and engagement across the council and with the CCG.

The budgets for the 2019-23 programme for each priority are set out below, however these will be subject to review for the 2023-27 programme following the outcome of the public consultation. As there is no increase in budget for the new programme, it should be noted that there may need to be a reallocation across the priorities or an allocation for any new or emerging priorities that are identified through the consultation process.

	Funding Stream	Current funding level
A	Community connections / prevention	£0.420m
B	Information and advice	£0.547m
C	Mental health	£0.385m
D	Short breaks/respite care/young carers	£0.405m
E	Domestic violence	£0.258m
F	Infrastructure support and small grants	£0.226m
		£2.241m

Although the budget for the 2023-27 VCS funding programme is set, throughout the duration of the grant period however the availability of additional external funding will be explored as a means of supplementing the budget. For example, in 2021-22 the council received over £30,000 from WL NHS to increase the amount of small grants funding and in 2022-23 WL NHS have provided funding in excess of £230,000 for projects to support both adults and young people dealing with mental health issues.

Consultation

It is proposed that the council consults on the proposed funding streams, priorities and draft EAAs. The consultation is intended to be as inclusive as possible, building on the findings of the Race Equality Commission. It will be publicised widely through a number of channels including social media, press releases, through VCS databases etc to ensure the maximum awareness of the process and to encourage as many organisations as possible to participate. The consultation is planned to begin by July 2022.

- **Internal consultation – cross cutting issues.** Some of the proposals may have cross cutting implications. In some cases, services provided by a voluntary sector organisation and funded by one council department may be relied upon by another council team. The Working Group have co-ordinated the planning to take account of this.
- **External/Public consultation** - The VCS, their service users and interested public will be consulted on the funding streams. This will be via a general consultation event bringing together a wide range of VCS organisations to discuss the whole programme, a series of externally facilitated workshops focused on specific funding streams such as for example, infrastructure and community connections which cut across the whole sector, and the opportunity to respond in writing to the proposals. The public consultation will highlight that this is funding for a new programme and not a continuation of the current programme.

The key consultation questions will include the following:

- a) Are these the right funding streams?
- b) Are these the right priorities within each funding stream?
- c) Any there any funding streams/priorities missing?
- d) Is the balance of funding right?

In addition to questions about the funding streams, the consultation will also ask for the following:

- views on the impact of the proposals on people with protected equality characteristics under the Equality Act 2010.
- the type of support that VCS organisations need in order that they can make strong bids for the funding.
- the benefits (or otherwise) of delivering services via consortia
- the most effective methods of monitoring the delivery of services.

EAAAs

Because of the nature of the proposals the categories of carers and health will be added to the draft EAAAs as was the case for the 2019-23 programme. Whilst these are not protected characteristics themselves, they are important considerations for these proposals and formed part of the current funding programme documentation.

Decision making arrangements

The proposal is that Cabinet will be asked to determine the amount of funding available, the priorities, grant criteria, selection process and authorise the Director of Strategy and Engagement to award grants at its meeting in November 2022 in the light of the outcome of the consultation and analysis of the impact on those with protected equality characteristics.

5. Finance

a) Financial impact on the budget

This budget is equivalent to the annual budget for the 2019-23 programme with the council's contribution being within the current MTFS. The proposal relates to existing budgets which sit within Strategy & Engagement in the Chief Executive's Office. The

approved revenue budget is £1.5m for VCS funding on an annual basis for the duration of the programme.

b) Financial background

The overall VCS grants programme will be funded via a consolidated budget of £2.241m of which £0.669m is a contribution from the CCG. The funding from the CCG is however subject to their own budget considerations and will be confirmed in line with their decision-making timescales.

6. Legal

6.1 There are a number of specific statutory powers that permit the Council to award grants. In addition to this, Section 1 (1) Localism Act 2011 gives Local Authorities the power to do anything individuals may do unless it is specifically prohibited in legislation.

6.2 There is no strict legal definition of a grant. A grant is a gift and is based in trust law as opposed to the law of contract. However, grants are often given for a purpose so on the face of it can be unclear whether a grant has been made or the arrangement is a contract for services. A contract for services is not a grant and therefore, an arrangement which is classified as a contract for services.

6.3 When making decisions the Council must act reasonably and rationally. It must take into account all relevant information and disregard all irrelevant information and consult those affected, taking into account their views before final decisions are made. It must also comply with its legal duties, including relating to equalities as referred to below

6.4 In doing this, the Council must act in accordance with the duty under section 3 Local Government Act 1999 (the Best Value duty) to secure continuous improvement in the way their functions are exercised having regard to a combination of economy, efficiency and effectiveness and to take steps to involve representatives of local persons, including local voluntary and community organisations by way of consultation. Statutory Guidance in respect of Best Value duty states that councils should be responsive to the benefits and needs of voluntary sector and community sector organisations of all sizes (honouring commitments set out in Local Compacts) and small businesses.

6.5 The Council entered a new partnership agreement with the voluntary and community sector (formerly The Compact) in March 2022.

6.6 The Council must give due regard to the impact on protected equality groups before any decision is made. This includes consideration of the cumulative effect of proposals. Where impacts are adverse, we are required to consider revising proposals to eliminate the adverse impact. If this is not possible, The Council is required to consider how to mitigate adverse impact.

6.5 To ensure a lawful and reasonable consultation the Council shall adopt the “Gunning principles”. These are:

- a) Proposals are at a formative stage and responses can influence the final decision
 - The consultation will focus on priorities/priority groups which could be changed/deleted/added to following the consultation. Prioritisation may also influence value of individual grants
- b) There is enough information provided for the consultees to be able to give ‘intelligent consideration’ of the proposals

- Details of the overall context and budgets by department will be provided for information only. An explanation of the priorities and priority groups will be given together with any changes from the 2019 grants round highlighted for consultation
 - There is enough time for the consultees to consider and respond to the proposals through a 12-week consultation
- c) Conscientious consideration must be given to the consultation responses before the decision is made with evidence available that responses have been taken into account

7. Value for money

Future grants will go through an application process to ensure that the services required will be delivered in the most effective and cost-efficient way. An evaluation of the impact of the current grant funded services and their value for money has informed the priority setting for 2023 onwards.

8. Sustainability Impact Appraisal

These proposals do not directly impact on the council's sustainability objectives.

9. Risk management

The consultation and equalities analysis for the VCS commissioning process for 2023 will inform the priorities for future grants and support the Executive Directors to make informed decisions. These future decisions will also have regard to the impact on VCS organisations and the communities they support and the need to target funding in priority areas. This should also support the council in relation to defending any legal challenges that may arise.

10. Community safety

One of the funding streams is for domestic violence and the proposal is consistent with priorities in the Safer Ealing Partnership Strategy specifically relating to tackling vulnerability and building confidence and resilience. It is also one of the strands outlined within Ealing's Violence against Women & Girl's Strategy.

11. Links to the council priorities

The council's administration has three key priorities for Ealing. They are:

- fighting inequality
- tackling the climate crisis
- creating good jobs.

Support for the VCS through the commissioning of services/activities underpins all priorities, but especially fighting inequalities.

12. Equalities and community cohesion

Draft Equality Analysis Assessments will be included in the consultation document. As part of the consultation, consultees will be asked to supply additional information about the impact of the proposals on the protected characteristics. Full EAAs will be presented to Cabinet in November 2022 when a decision is made about the final streams and priorities.

13. Staffing/workforce and accommodation implications

There are no staffing/workplace or accommodation implications.

14. Property and assets

There are no property implications.

15. Any other implications

N/A

16. Consultation

Engagement and consultation has taken place with the internal VCS Grants Working Group (IWG) which includes representatives from Adults' Services, Children's Services and Community Safety, as well as Ealing CCG.

The emerging proposals have also been discussed with the Chief Executive of Ealing & Hounslow CVS, the Chair of Ealing Community Network, and the LBE/CCG/ECN Strategic Coordination Group at their meeting on 3 March 2022.

17. Timetable for implementation

The current VCS grants end on 31 March 2023. The extension to the grants will allow these to end on 30 September 2023 by which time the consultation and application processes for the programme for the next four years will have concluded.

The new VCS grants programme will start on 1 October 2023 and run until 30 September 2027.

The draft timetable is set out below

15 June 2022	Report to Cabinet re 6-month extension to existing grants and setting our process for the new programme
4 July 2022	Consultation launched
30 September 2022	Closing date for receipt of consultation responses allowing at least 12 weeks for responses
October 2022	Departments draft specifications/criteria taking into account consultation responses
9 November 2022	Report to Cabinet for decision including consideration of consultation responses and final EAA's; grant priorities, criteria and grant budget levels, application process and delegation of decisions on grant awards to appropriate Executive Directors
December 2022	Possible call-in to Overview and Scrutiny Committee
18 January 2023	Possible date to take report back to Cabinet following call-in if necessary
23 January 2023	Earliest date to launch the application process
1 April 2023	Start of 6-month extension of existing grants
17 April 2023	Closing date for receipt of applications – allowing at least 12 weeks for applications to be submitted

May 2023	Officers assess applications and make recommendations for awards
June 2023	Executive Director decision on awards
By 1 July 2023	Decisions announced to applicants following possible call-in of decisions
30 September 2023	2019-23 funding ends for all grants/contracts
1 October 2023	New grants start 01/10/23 – having given three months' notice

18. Appendices

Appendix 1 – VCS Grants Programme for 2019-23

19. Background Information

5 June 2018 – Cabinet [Funding Programme for Voluntary and Community Sector Services 2019-23](#)

9 March 2022 – ICMD [Partnership Agreement between the council, CCG and voluntary sector](#)

Consultation (Mandatory)

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Paul Martin	Interim CXO	12 May 22	18 May 22	Throughout
Kieran Read	Director of Strategy & Engagement	29 April 22	3 May 22	Throughout
Justin Morley	Head of Legal Services (Litigation)	5 May 22	18 May 22	Throughout
Ross Brown	Chief Finance Officer	5 May 22		
Cllr Jasbir Anand	Cabinet Member for Thriving Communities	10 May 22		
External				
Neha Unadkat	Borough Director - Ealing NHS North West London Clinical Commissioning Group	5 May 22		

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Jackie Pinney ext.8282

Ealing Council/CCG Funded Organisations 2019-23

Community Connections

Provider	Category	Contact details
Neighbourly Care *	Community Connections & Self-Care (Central Ealing, Acton and Greenford, Northolt & Perivale)	0208 571 1929 nc.southall@btinternet.com
Southall Community Alliance	Community Connections & Self-Care (Southall)	020 8574 8855 manager@southallcommunityalliance.com
<p>A programme of activities for all ages and abilities: older adults, people with long term conditions, disabilities, autism and mental health issues, vulnerable and isolated children, young people and families and carers.</p> <p>The aim is to</p> <ul style="list-style-type: none"> • Strengthen communities - by building local networks to link people up to each other, and to local activities and services. • Deliver key health and self-care messages - and activities to increase health and wellbeing • Reduce isolation - get people involved in their local communities • Increase activity and independence – signposting people to activities and supporting people to get involved to develop new groups/initiatives. <p>Access to activities such as weekly lunch clubs for older people, weekly walks for people with Long Term Conditions, befriending projects, reading clubs, IT sessions, singing groups, cards group, coffee mornings, gardening clubs, seated exercises, yoga, strength and balance sessions, intergenerational work.</p> <p>Activities and provision are likely to change over the four years. For latest information please contact the relevant organisation for your area.</p> <p>£105,000 p.a. per area</p> <p>* Since the closure of Neighbourly Care in 2021, individual organisations which were part of the original consortia have continued to be funded</p>		

Information and advice

Provider	Category	Contact details
Ealing Mencap	Information, Advice and Customer Representation	0208 566 9575 info@ealingsas.org.uk
<p>A 'one stop shop' of specialist, generalist and children's specific information and advice led by Mencap. The service delivers free information and advice through appointments based at a centrally located hub with surgeries based in various locations of the borough. EAS will deliver a customer representation service (including home visits) to people with learning disabilities, physical disabilities, older people, people with substance misuse issues, people with mental health issues and their carers. It also provides free, impartial and confidential advice, support and guidance to parents and carers of children with disabilities, complex health and additional needs aged 0 - 18. Information and advice on issues regarding health, housing, benefits, and schools/education is provided and targeted group awareness and training sessions for parents, children and young people.</p> <p>Residents will be able to access EAS directly via face to face appointments, telephone, and internet and smartphone services. Vulnerable clients with legal issues in social welfare subjects: debt, housing, employment, immigration and benefits can access a face to face service at community-based locations across the borough. Access is by appointment. There is also a debt advice service and a financial literacy service as well as access to one off pro bono appointments in immigration, family, housing, consumer etc.</p> <p>£547,000 p.a.</p>		

Mental Health

Provider	Category	Contact details
Ealing Abbey Counselling Consortium	Mental Health Talking Therapies – common needs	0208 998 3361 counselling@eacs.org.uk
<p>The service provides talking therapies for adults in Ealing with common mental health needs, such as depression and anxiety. The service works in partnership with statutory services and other voluntary sector organisations to offer a choice of options for therapeutic support. All therapies are those approved by BACP (British Association for Counselling and Psychotherapy) and/or compliant with NICE guidance. The service will particularly reach black, Asian and minority ethnic communities, refugees, unemployed people, lone parents, people living with chronic illness, people coming out of hospital, older people, and carers of those listed above.</p> <p>£100,000 p.a.</p>		

Provider	Category	Contact details
CAPE (Community Activities Project Ealing)	Mental Health Talking Therapies – serious and long-term needs	020 8896 2552 info@capeproject.org.uk
<p>CAPE provides a wide range of advice and support services for people with severe and enduring mental health needs to enable them to live well in their communities. As part of this CAPE has developed a psychological therapies service for people with complex mental health needs, which they are expanding this year. The service will give access to talking therapies for people with complex multiple needs such as personality disorder, substance use and psychosis. Therapies are approved by BACP (British Association for Counselling and Psychotherapy) and/or compliant with NICE guidance.</p> <p>£55,000 p.a.</p>		

Provider	Category	Contact details
EACH Counselling and Support	Mental Health in the Community - all residents	020 8577 6059 info@eachcounselling.org.uk
<p>EACH is running a new service to develop community support to stay well for adult residents of Ealing. It will be work alongside other community mental health services to support people to stay well, access opportunities in employment, leisure, and education, and to contribute to their communities, as well as contributing to greater resilience and mental wellbeing in Ealing. The service will promote mental wellbeing for all Ealing residents, especially through challenging stigma and building resilience. Part of the rationale for this approach is to enable people with serious and long term mental health needs to live in safety in their own communities, and contribute to the life of their neighborhood. This service will work to encourage us all to understand mental health and accept people with serious and long term mental health as part of our lives as well as building up our own resilience and knowledge of how to support each other.</p> <p>£30,000 p.a.</p>		

Provider	Category	Contact details
CAPE	Mental Health in the Community - people with serious and long-term needs	020 8896 2552 info@capeproject.org.uk
<p>CAPE provides a wide range of advice and support services for people with serious and long-term mental health needs to enable them to live well in their communities. Services are provided at its centres in Acton and central Ealing as well on an outreach basis. There is a strong ethos of volunteering, training and employment support, and supporting people to build their confidence and resilience. CAPE runs a cafe and a charity shop providing a range of supported volunteering opportunities. Over 20 weekly groups are on offer including group therapy, peer support groups, physical fitness, yoga, digital inclusion sessions, healthy living, behavioural therapy, art class. Support is</p>		

also provided with finance and budget management, accessing welfare benefits, medical appointments and problem solving and coping strategies.

£180,000 p.a.

Provider	Category	Contact details
CAPE	Autism	020 8896 2552 info@capeproject.org.uk
CAPE work with Assist to provide services for people affected by Autism.		
£14,000 p.a.		

Respite care

Provider	Category	Contact details
Carer's breaks in Ealing service	Adult Short Breaks	020 3137 6194 ealing@carerstrustthames.org.uk
<p>The service will provide planned short-term breaks for families and other unpaid carers of adults over 50 who live in the borough of Ealing. The Service is available 365 days per year and provides breaks for three hours or more each week. Families and carers will be provided with a planned and flexible service which allows them to choose how and when they use their break.</p> <p>The aim of the Carers' Break service is to improve the quality of life for carers by providing timely breaks for carers, to ensure that carers are supported in their caring role, to prevent carer breakdown and prevent unnecessary referrals to social care services. The service will reduce isolation and loneliness, promote healthy and active lifestyles, maximise independence and wellbeing among older people and adults with physical and mental disabilities while also providing a break for their carers.</p> <p>There are two support routes available: Those with higher needs including personal care will receive the CQC regulated service provided by qualified staff that can be purchased by or on behalf of individuals using their Personal Budget, Direct Payment or their own resources. Those requiring a lighter touch approach with no personal care will be supported by volunteers and in community settings.</p>		
£310,000 p.a.		

Provider	Category	Contact Details
MENCAP Afterschool Club	Children's short breaks	020 8566 9575 lorelle.busby@ealingmencap.org.uk

This is a weekly afterschool club for young people with additional needs supporting 10 to 15 young people. The club offers a variety of group activities focused on social skills development, healthy living, and developing independence for transition and beyond.

£23,000 p.a.

Logcabin	Children's short breaks	020 8840 3400 info@logcabin.org.uk
Logcabin runs an afterschool and holiday club for children and young people aged 4 - 15 years with additional needs, with exciting and stimulating play activities in a safe, caring and fun environment.		
£32,000 p.a.		

Provider	Category	Contact Details
Brentford FC Community Sport Trust	Young carers	020 8326 7047 enquiries@brentfordfcst.com
Brentford Community Sport Trust runs the Ealing Young Carers Project. The project provides one to one support as well as a programme of fun activities offering young carers a break from their caring role and to meet other young carers who are in a similar situation. Activities include a weekly after school club, homework support, swimming clubs and holiday activities.		
£40,000 p.a.		

Domestic violence

Provider	Category	Contact Details
Victim Support	Children Domestic Violence therapy	020 7244 4553 SPACE@victimsupport.org.uk
The service will provide therapeutic support to children and young people experiencing the effects of domestic violence. It also provides parenting support to help parents understand the impact of domestic violence on family life and supports them to make new arrangements for their children.		
£78,000 p.a.		

Provider	Category	Contact Details
Advance	Domestic Violence	020 3953 3111 Niki.S@advancecharity.org.uk

Advance offer a general independent domestic violence advocacy service based on comprehensive risk and needs assessment to all victims, including male victims

They will support victims in the crisis phase up to a period of 12 weeks or longer if required, develop safety plans for all victims and their children, support and advocate on behalf of victims whose case has been referred to Multi Agency Risk Assessment Conference (MARAC), support and advocate for victims with all relevant agencies including housing, Social Services, support victims to seek legal advice and representation such as injunctions, provide support and assistance in accessing emergency support and accommodation and other services which include those provided by the police, social services, voluntary sector and engage with relevant partners and facilitate a joined-up approach to managing domestic violence cases.

£90,000 p.a.

Provider	Category	Contact Details
Southall Black Sisters	Domestic Violence	020 8571 9595 pragna@southallblacksisters.co.uk
<p>Southall Black Sisters offer an Independent Domestic Violence Advocacy Service including crisis support, counselling and access to immigration advice for female victims of domestic abuse from BME Communities.</p> <p>They will support BME victims in the crisis phase up to a period of 12 weeks or longer if required, develop safety plans for all victims and their children, support and advocate on behalf of victims whose case has been referred to Multi Agency Risk Assessment Conference (MARAC), support and advocate for victims with all relevant agencies including housing, Social Services, support victims to seek legal advice and representation such as injunctions, provide support and assistance in accessing emergency support and accommodation and other services which include those provided by the police, social services, voluntary sector and provide immigration advice to the standards of the Office of Immigration Commissioner (OISC).</p> <p>£90,000 p.a.</p>		

Infrastructure support

Provider	Category	Contact details
Ealing Community and Voluntary Service	VCS Development and Capacity Building	020 8280 2230 info@ealingcvs.org.uk
<p>ECVS will provide a VCS capacity building and development service for all voluntary and community groups working in the Ealing. Key activities include:</p> <ul style="list-style-type: none"> Developing the capability of the VCS to be more effective in delivering outcomes for those that need it most and more efficient in running their organisations 		

- Focusing support on improving how the VCS can leverage further investment into the borough, as well as developing the capability for the VCS to be more financially sustainable
- Working across different sectors to support children and their families aged 0 - 18 years by providing advice, information and guidance which will ensure the VCS provides safe services and safe employment practices for children targeting BMER and early years' settings

£63,000 p.a.

<i>Provider</i>	<i>Category</i>	<i>Contact details</i>
Ealing Community and Voluntary Service	Support for volunteering and social action	020 8280 2230 info@ealingcvs.org.uk
<p>The ECVS Volunteer Centre will provide volunteer support for all voluntary and community groups working in the Borough of Ealing. Key activities include:</p> <ul style="list-style-type: none"> • Increasing the number, diversity and impact of volunteering and social impact across the borough • Improving the ability of local organisations to access and make the best use of volunteering to improve their impact • Improving collaboration between organisations to develop a culture of giving across the borough • Undertaking safeguarding training and support within the voluntary sector <p>£53,000 p.a.</p>		

<i>Provider</i>	<i>Category</i>	<i>Contact details</i>
Ealing Community Network	Voice of the voluntary sector	info@ealingcommunitynetwork.org.uk
<p>Key activities include:</p> <ul style="list-style-type: none"> ▪ Representing the views of all member organisations ▪ Coordinating VCS involvement in LSP projects ▪ Coordinating the democratic election of VCS reps onto local partnership boards ▪ Championing the Compact with the VCS and ECCG ▪ Annual survey of the VCS to measure the effectiveness of the network (including non-members) ▪ Maintaining an up-to-date database of members ▪ Maintaining and regularly updating a website <p>£30,000 p.a.</p>		

Small grants

<i>Provider</i>	<i>Category</i>	<i>Contact details</i>
Various	Small grants	N/A
<p>Funding of up to £5,000 will be available to any small organisation/group working to support Ealing residents which has an annual income of less than £50,000. Projects which will benefit the local community, examples of which might include projects such as older people's coffee mornings, arts and cultural events and activities, intergenerational projects, health and self-care support groups, peer support groups, exercise and healthy walks, horticultural/environmental projects or initiatives to tackle digital exclusion etc. The key will be that the projects will be local, led by local people/ organisations, meeting the needs of local people to improve lives, health and wellbeing in their neighbourhoods.</p> <p>£80,000 p.a.</p>		



Report for:
ACTION/INFORMATION* (delete as appropriate)

Item Number:

Contains Confidential or Exempt Information	NO
Title	Right to Buy-back Fund - GLA Grant Agreement
Responsible Officer(s)	Philip Browne, Director of Housing Development
Author(s)	Elaine Dorricott/Edward Ferneyhough
Portfolio(s)	Genuinely Affordable Housing - Cllr Lauren Wall Good Growth - Cllr Shital Manro
For Consideration By	Cabinet
Date to be Considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	All
Keywords/Index	Housing, regeneration, homes, delivery, affordable, development, GLA, RTB, grant agreement

Purpose of Report:

This report advises members of a new Right To Buy-back Fund where Ealing has received an allocation from the GLA to acquire homes for Temporary Accommodation and seeks approval to enter into the associated grant agreement

1. Recommendations

It is recommended that Cabinet:

- 1.1 Notes that the application for up to £3.250m to the GLA Right to Buy-back Fund has been successful.
- 1.2 Agrees that the Council enter into the grant agreement to secure the funding.
- 1.3 Delegates authority to the Director of Housing Development to finalise the terms of the grant agreement with the GLA and authorise the Council to enter into the agreement.
- 1.4 Approves an increase in the Temporary Accommodation Acquisitions Framework capital budget by up to £2.223m to be fully funded by the grant at 1.1.

- 1.5 Approves the substitution of up to £1.027m of the grant at 1.1 in place of currently approved borrowing supporting the TA Accommodation Acquisitions Framework capital budget.

2. Reason for Decision and Options Considered

Right to Buy-back fund background

- 2.1 The Mayor of London has launched a new Right to Buy-back (RTBB) fund to help increase the stock of council-owned housing and to mitigate the historic impact of the Right to Buy policy on London's affordable housing. This forms part of the GLA's Affordable Homes for Londoners Programme 2016-2023.
- 2.2 The GLA is making funding available for affordable housing tenures, but specifically encourages and expects to allocate the majority of grant under this fund to bids for acquisitions that will be let at social rent levels or accommodation within Affordable Rent levels or Local Housing Allowance rates (whichever is lower) for households who are homeless or at risk of homelessness and in housing need.
- 2.3 The standard grant rate is £100,000 per property under the social housing route and £65,000 per property under the temporary accommodation (TA) route.
- 2.4 100 per cent of grant is payable upon completion once the grant recipient has confirmed that the relevant land acquisition milestone has been achieved.
- 2.5 Acquisitions funded through the Right to Buy-back fund must be completed before March 2023 and only capital funding is available to support the acquisition costs of these homes.
- 2.6 All homes purchased through this scheme must also meet the Government's Decent Homes Standard, be in a fit condition (subject to ongoing repairs and maintenance) to be occupied for the agreed purpose for at least a further 30 years and do not form part of any known or anticipated plans for demolition within that timeframe.
- 2.7 For properties to be eligible for Right to Buy-back Funding, bidders must acquire either a freehold interest or a leasehold interest with a minimum of 60 years unexpired duration.
- 2.8 Ealing have successfully bid and received an allocation up to £3.250m to part-fund the acquisition of up to 50 properties for use as Temporary Accommodation.

3. Key Implications

- 3.1 On February 2020, Cabinet launched the Temporary Accommodation

Acquisitions Framework, authorising the initial acquisition of up to 58 homes for homeless families. On 15 September 2020, a revised programme was presented to Cabinet increasing the acquisitions target from 58 to between 109 and 139.

- 3.2 In August 2021 the Mayor launched the Right to Buy-back Fund to help increase the stock of Council-owned housing and mitigate the historic impact of the Right to Buy. There are two bidding routes for the fund, one for social rented accommodation and one for temporary accommodation for homeless families, with associated grant rates.
- 3.3 To qualify for the scheme properties must be within the boundaries of the purchasing authority and meet the Decent Homes Standard. Rents must be set at Local Housing Allowance levels or 80% of market rent (whichever is lower).
- 3.4 Ealing has successfully bid under the temporary accommodation route for 25 properties acquired through the TA Acquisitions Framework in 2021/2022 identified as qualifying for the scheme (£1.625m). In addition, funding has been secured for a further 25 properties (£1.625m) subject to completion by March 2023.
- 3.5 As a successful bidder Ealing is required to enter into a standard form grant agreement with the GLA to secure affordable housing grant through this fund. Contracts may vary if necessary, to accommodate the structure of a project, but will retain the key provisions of the GLA's standard form agreements. Template contracts for the Building Council Homes for Londoners programme are published on the GLA's website (see contract appendix 1). Where variations to existing contracts or new contracts are required to accommodate the structure of a project, bidders will be required to meet all legal costs incurred by the GLA.

4. Financial

- 4.1 The report builds upon previous reports to Cabinet on TA Capital Purchase Schemes, namely:
 - Phase 1 (Cabinet February 2020) - £23.110m for 58 properties to be funded by £10.500m grant and £12.610 borrowing
 - Phase 2 (Cabinet September 2020) – additional £19.153m for 81 additional properties to be funded by an additional £19.153m borrowing
 - 31 Units in East Acton (Cabinet April 2022) – up to £5.137m for 31 units, but involves some element of Phase 2 funding, to be funded from £3.365m borrowing and £1.772m homelessness preventing grant
- 4.2 Thus, in total £47.400m capital expenditure to be funded from £10.500m LAHSG, £1.772m homelessness prevention grant and borrowing £35.128m, before this report is considered.

- 4.3 This report identifies additional grant of £1.625m from GLA in each of 21/22 (to be applied in retrospect, as substitution for borrowing in that year) and 22/23 for relevant qualifying in properties – 25 in each year at £0.065m grant per TA property purchased. Therefore in total grant of £3.250m over the two years.
- 4.4 The criteria include properties being in borough and rent levels below those currently assumed for the scheme. Therefore, certain modifications will be made to the existing scheme assumptions which have been modelled. To achieve the existing financial criteria regarding net savings, an element of the grant needs to be applied to reduce overall existing borrowing by £1.027m and the number of properties being acquired will be modified within the overall consolidated scheme. The balance of the grant of £2.223m will be an addition to the existing TA capital scheme in 22/23, wholly funded from that element of the grant. It is for the addition of £2.223m of the TA purchase capital expenditure in 22/23 to be funded by grant and the substitution of £1.027m of grant for borrowing that approval is being sought.
- 4.5 With this new approval of capital addition and modified borrowing level as set out at 4.1.3 above and in recommendations 1.4 and 1.5, the scheme will be revised from that set out in 4.1.1 above to the following: up to £49.623m capital expenditure to be funded by up to £10.500m LAHSG, £1.772m homelessness prevention grant, £3.250m GLA RTB grant and £34.101m borrowing.

5. Legal

- 5.1 The GLA has powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London.

6. Value For Money

- 6.1 The Temporary Accommodation Acquisitions framework is subject to ceiling prices (based on location and bed size) at or below which the acquisition of properties would prove value for money for the Council.
- 6.2 High cost cases are prioritized for allocation into acquired units through the scheme so as to maximise the potential revenue benefit to the Council.
- 6.3 Assumptions underpinning the framework have been discussed with finance, validated externally by sector experts and benchmarked against the acquisition programmes the Council has already delivered (e.g. EAPs)

7. Sustainability Impact Appraisal

- 7.1 There are no Sustainability Impacts associated with entering into this grant agreement.

8. Risk Management

- 8.1 To access GLA funding the council will need to enter into grant agreement and claim the grant. Failure to do this in a timely manner to meet GLA deadlines will put the availability of such funds at risk.

9. Community Safety

- 9.1 Providing suitable and sustainable housing provision for homeless households is key to creating and maintaining safe, welcoming and cohesive communities.

10. Links to the 3 Key Priorities for the Borough

- 10.1 The decision is key to delivering on the priority objective of Genuinely Affordable Housing through improving Temporary Accommodation Provision and reducing the number of people in B&B and other forms of unsuitable Temporary Accommodation.

11. Equalities, Human Rights and Community Cohesion

- 11.1 Providing suitable and sustainable housing provision for homeless households is key to creating and maintaining safe, welcoming and cohesive communities.

12. Staffing/Workforce and Accommodation implications:

- 12.1 None.

13. Property and Assets

- 13.1 The TA Acquisitions framework is facilitating the acquisition of up to 139 new homes into the General Fund which the Right to Buy-back Fund will help deliver. Appropriate provision has been made within the business plan assumptions for the ongoing maintenance and management liability on those homes.

14. Any other implications:

- 14.1 None.

15. Consultation

- 15.1 None.

16. Timetable for Implementation

- 16.1 The implementation date for this decision is 28th June 2022.
- 16.2 It is intended to enter into the grant agreement with the GLA by the end of June 2022 so that the council can begin drawing down the grant.

17. Appendices

17.1 Appendix I: Grant Agreement – Building Council Homes for Londoners (Project-by-Project) Agreement.

18. Background Information

- Cabinet Report at Cabinet Meeting: April 2022 – Acquisition of Housing Units - Acton
- Cabinet Report at Cabinet Meeting: September 2020 – Temporary Accommodation Acquisitions Framework Update
- Cabinet Report at Cabinet Meeting: February 2020 – Temporary Accommodation Acquisitions Framework
- Cabinet Report at Cabinet Meeting: September 2013 - Improving the quality of temporary accommodation provision – an alternative to the use of B&B accommodation 15
- Cabinet Report at Cabinet Meeting: May 2016 – Temporary Accommodation Placement Policy
- Cabinet Report at Cabinet Meeting: October 2018 – Increasing the supply of private tenancies

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Lucy Taylor	Executive Director	12.05.2022	18.05.2022	Throughout
Jackie Adams	Head of Legal (Commercial)	06.05.2022	10.05.2022	Throughout
Russell Dyer	Head of Accountancy	06.05.2022	12.05.2022	Throughout
Philip Browne	Director of Housing Development	12.05.2022	12.05.2022	Throughout

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Elaine Dorricott – Development Programme Manager Edward Ferneyhough – Project Officer



dated

2021

Greater London Authority

And

The Council of the London Borough of Ealing

Grant Agreement - Local Authority

in relation to the Building Council Homes for Londoners Programme (project-by-project basis)

Trowers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlins

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Grant Agreement

dated

Parties

- (1) **Greater London Authority** of City Hall, Kamal Chunchie Way, London, E16 1ZE (the **GLA**); and
- (2) **The Council of the London Borough of Ealing** whose office is at the Town Hall New Broadway London W5 2BY (the **Grant Recipient**).

Introduction

- (A) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency in London to the GLA.
- (B) The Grant Recipient has submitted a bid to the GLA for grant funding to assist the Grant Recipient in the construction of affordable housing.
- (C) The GLA has agreed to advance grant funding to the Grant Recipient pursuant to the GLA's Building Council Homes for Londoners programme (forming part of GLA's Affordable Homes Programme 2016 – 2021) to facilitate the delivery of certain affordable housing projects subject to and in accordance with the terms of this Agreement.
- (D) Grant paid by the GLA to the Grant Recipient pursuant to this Agreement is social housing assistance as defined in Section 32(13) of the Housing and Regeneration Act 2008.
- (E) The purpose of the grant provided under this Agreement is to fund affordable housing which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no Subsidy therefore arises.

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

AAH Dwelling means an AHP Dwelling let or disposed of or to be let or disposed of as Approved Affordable Housing;

Additional Project means a project for the delivery of AHP Housing proposed by the Grant Recipient under Condition 8 in addition to those projects comprised within the Original Approved Bid;

Additional Project Acceptance Date means the date upon which the GLA confirms acceptance of an Additional Project pursuant to Condition 8.3;

Affordable Housing has the meaning given to it under the heading "Policy 3.10 Definition of Affordable Housing" of The London Plan (as the same may be amended, updated or replaced from time to time);

Affordable Housing Capital Funding Guide means the guide of that name published on www.london.gov.uk/CFG or any successor guide so published subject to such amendments variations or updates to the same as may be published from time to time;

Affordable Rent means a rent which does not exceed eighty per centum (80%) of the market rent (inclusive of service charges) for an equivalent property of the relevant size and location such rent to be assessed and set in accordance with the applicable requirements of Legislation and the Rent Standard;

Agreed Principles means the terms set out in Part 1 of Schedule 1;

Agreed Purposes means the tenures for which each of the AHP Dwellings is to be used as such tenures are described in the Named Project Details;

Agreement means this grant agreement (including its Schedules and Annexures);

AHP 2016/21 means the programme described in the publication entitled "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" issued by the GLA in November 2016 (as the same may be amended or updated from time to time);

AHP Dwelling means:

- (a) a house, flat or maisonette which was developed with the benefit of Fund Proceeds and/or grant funding payable under this Agreement and in relation to each relevant Named Project as more particularly described in the relevant Named Project Details; and
- (b) a Nil Grant Unit.

AHP Housing means housing provided by the Grant Recipient pursuant to this Agreement that will be made available:

- (a) permanently on Shared Ownership Lease terms;
- (b) at a London Living Rent;
- (c) permanently at a London Affordable Rent; or
- (d) permanently as Approved Affordable Housing;

in accordance with the terms of this Agreement.

AHP Rent Dwelling means an AAH Dwelling let at sub-market rents and/or a LAR Dwelling;

Allocated Fund Proceeds means the Fund Proceeds the parties have agreed will be applied towards the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Allocated Net Grant means [], being the maximum amount of grant payable by the GLA to the Grant Recipient in respect of the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Allocated Total Grant means the aggregate of the Allocated Net Grant and Allocated Fund Proceeds;

Approved Affordable Housing means Affordable Housing (but excluding LAR Dwellings, LLR Dwellings and SO Dwellings) of the type described in the Affordable Housing Capital Funding Guide which the GLA has (through OPS) expressly agreed to fund pursuant to this Agreement and which is more particularly described in the Named Project Details;

Approved Bid means the aggregate of the Named Projects accepted by the GLA in OPS as at the date of this Agreement (as the same may be amended, added to, supplemented, substituted or varied in accordance with the terms of this Agreement);

Benchmark Rent Dwelling means an LAR Dwelling let or to be let at a London Affordable Rent set at the Benchmark Rent Level;

Benchmark Rent Levels means the rent levels set out below as the same are updated and increased for each successive Financial Year in accordance with Condition 3.2

Number of bedrooms	2020/2021 Benchmark Rent Level (weekly rent, exclusive of service charges)
Bedsit and one bedroom	£159.32
Two bedrooms	£168.67
Three bedrooms	£178.05
Four bedrooms	£187.42
Five bedrooms	£196.78
Six or more bedrooms	£206.15

Building Contract means a contract entered into between the Grant Recipient and a Building Contractor relating to the construction and development and/or Rehabilitation of a Named Project;

Building Contractor means any building contractor or developer appointed or to be appointed by the Grant Recipient in respect of a Named Project;

Business Day means any day other than a Saturday, Sunday or a statutory Bank Holiday in England;

Capital Grant has the meaning set out in the Recovery Determination;

Capital Grant Recoverable means such amount of Capital Grant and interest thereon as the GLA is entitled to Recover under the Recovery Determination;

CDM Regulations means the Construction (Design and Management) Regulations 2015 S.I. No. 2015/51;

CEDR means the Centre for Effective Dispute Resolution;

Competent Authority means:

(a) such persons officeholders and bodies (however constituted) that are specified under any United Kingdom Competition Requirement as having responsibility for monitoring compliance with and/or legally enforcing Subsidy or United Kingdom Competition Requirements or otherwise authorised to recover any Unlawful Subsidy; or

(b) the courts of England and Wales;

Compliance Audit means the procedure (in a form advised by the GLA from time to time) by which an auditor independent of the Grant Recipient certifies (at the Grant Recipient's cost) whether the Named Projects (excluding any Nil Grant Units within such Named Projects) developed or Rehabilitated pursuant to this Agreement satisfy the GLA's

procedural compliance requirements (as described in the Affordable Housing Capital Funding Guide);

Compliance Checklist means a document in the form identified as the "GLA Resident Ballot Compliance Checklist" in Section 8.5.19 of the Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time) completed (such that each response to the questions posed in the Compliance Checklist is in the affirmative) and signed by the Grant Recipient, counter-signed by the Independent Body and in a form satisfactory to the GLA;

Condition Precedent means receipt by the GLA of the Legal Opinion;

Confidential Information means in respect of the GLA all information relating to the GLA's business and affairs, its employees, suppliers including OPS systems, data and software programs and otherwise relating to the existence or terms of this Agreement in respect of which the Grant Recipient becomes aware in its capacity as a party to this Agreement or which is received by the Grant Recipient in relation to this Agreement from either the GLA or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the GLA or any of its advisors in whatever form in either case (including information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information) and in the case of the Grant Recipient means such specific information as the Grant Recipient shall have identified to the GLA in writing prior to the date hereof as confidential information for the purposes of this Agreement;

Consents means any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any Relevant Authority;

CORE means the national information source "Continuous Recording" that records information on new occupiers of affordable housing and the properties they rent or buy;

Council means a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in England established as a successor to principal councils exercising the functions of a local housing authority;

CPI means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that Office;

Data Controller has the meaning ascribed to it in the Data Protection Legislation;

Data Protection Legislation means the GDPR, the Data Protection Act 2018 and any other relevant national Laws implementing, supplementing or relating to the derogation from the GDPR, and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other competent authority) in each case as amended, superseded or replaced from time to time;

Default Event means a General Default or a Project Default;

Development Costs means the costs relating to Site acquisition and Works in relation to a Named Project incurred or to be incurred by the Grant Recipient in relation to the heads of expenditure set out in Part 1 to Schedule 2 or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of any Named Project **provided that** any costs falling within the heads of expenditure set out in Part 2 to Schedule 2 shall not be capable of being treated as Development Costs;

Direction means a direction to the Regulator in relation to rent given by the Secretary of State from time to time pursuant to Section 197 of the HRA 2008;

Disposal means, other than a Permitted Disposal, a transaction the effect of which is that the legal or beneficial title in any AHP Dwelling or property comprised in a Named Project on which any AHP Dwellings have been or are to be developed (as the case may be) transfers to becomes vested in or is leased to or reverts to another person;

Disposal Notification means a written notification addressed to GLA which identifies:

- (a) the nature of the Disposal;
- (b) the number and address of the AHP Dwellings and/or other property comprised within the Disposal;
- (c) the donee other than in the case of an individual purchaser of an AHP Dwelling which is for use as his/her only or principal home; and
- (d) the amount of Total Project Grant allowed to the AHP Dwelling or property comprised within the Disposal and the quantum of such grant which the Grant Recipient will repay to the GLA and/or recycle into the Grant Recipient's RCGF in accordance with the terms of this Agreement and the Recovery Determination.

EIR means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such statutory instrument;

EIR Exemption means any applicable exemption to EIR;

Estate Regeneration Default means any of the events or circumstances set out in Conditions 18.2.14 to 18.2.16 (inclusive) has occurred;

Estate Regeneration Funding Condition means the obligations set out in Condition 9.2

Estate Regeneration Project means a Named Project which in whole or in part comprises or entails regeneration or another arrangement which satisfies the description of a Strategic Estate Regeneration Project set out in Section 8.3 of the Affordable Housing Capital Funding Guide;

Estate Regeneration Requirement means the obligations set out in Condition 9.2 and/or Condition 10.4.11;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exemptions;

Exemption means an exemption to the Resident Ballot Requirement agreed by the GLA pursuant to Section 8.6 of the Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time);

Exemption Certificate means a certificate identified as an "Exemption Certificate" on GLA letter headed paper and signed by a senior officer of the GLA which confirms that the delivery of the Named Project is subject to an Exemption;

Final Claim Stage means the date at which the relevant Named Project reaches Practical Completion;

Financial Year means from the date of this Agreement to the next 31 March and thereafter from 1 April to 31 March in each year;

First Payment Date means in relation to a Named Project:

(a) the Start on Site Date; or

(b) such other date as the GLA may have accepted in OPS.

First Tranche Grant means subject to Condition 5.3 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by GLA through OPS;

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Authority means a public authority as defined by the FOIA and/or EIR;

FOIA Exemption means any applicable exemption to FOIA;

Fund Proceeds means the RCGF Funds utilised by the Grant Recipient in meeting in whole or in part the Development Costs;

GDPR means the General Data Protection Regulation (EU Regulation 2016/679) as incorporated into UK law by the European Union (Withdrawal) Act 2018 and subsequently amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);

General Default has the meaning given to it in Condition 18.1;

General Termination Event means an event pursuant to which this Agreement is terminated pursuant to Condition 18.5;

GLA Group means the Greater London Authority, any Functional Body of the Greater London Authority as defined by the Greater London Authority Act 1999 (as amended from time to time) and subsidiaries thereof;

GLA's Representative means such person or persons as the GLA may nominate to act as its representative from time to time for the purposes of this Agreement;

Good Practice Guide to Estate Regeneration means the guidance of the same name to be published by the GLA;

Grant Recipient Party means:

(a) the Grant Recipient, the Building Contractor, any member of the Professional Team, agent, employee or Subcontractor of the Grant Recipient and the Grant Recipient's Representative; or

(b) any subsidiary, associate or joint venture in which a local authority has a material interest sufficient to require group financial statements to be prepared which account for these interests, in accordance with CIPFA's Code of Practice on Local Authority Accounting in the United Kingdom 2017/18 (as amended or updated) which is the Statement of Recommended Practice on local authority accounting or any code or other document which replaced it as the Statement of Recommended Practice; or

(c) any subsidiary (which, for the avoidance of doubt, does not include a joint venture) in which a local authority, either itself or through another entity,;

i holds a majority of the voting rights; or

ii is a member and has the right to appoint or remove a majority of its board of directors or trustees; or

iii is a member and unilaterally controls alone, pursuant to an agreement with other members, a majority of the voting rights.

Grant Recipient's Representative means the Grant Recipient's Development Director or such other person agreed by the GLA to act as the Grant Recipient's representative from time to time for the purposes of this Agreement;

Homes and Communities Agency means the body corporate established under Section 1 of the HRA 2008; (and any successor body or agency carrying out the same or similar functions in whole or in part);

Housing Moves means the scheme operated by the GLA to facilitate the mobility within London of existing tenants within London of London Boroughs or Private Registered Providers or such other scheme as the GLA shall designate from time to time;

HRA 2008 means the Housing and Regeneration Act 2008;

HS Act means the Health and Safety at Work etc. Act 1974;

Independent Body means an entity which is independent to the Grant Recipient and has been appointed in accordance with the principles set out in Section 8.5.2 of the Affordable Housing Capital Funding Guide;

Information has the meaning in relation to:

- (a) the FOIA, given under Section 84 of the FOIA and which is held by the GLA or the Grant Recipient (as appropriate) at the time of receipt of an RFI; and
- (b) EIR, given under the definition of environmental information in Regulation 2 of the EIR and which is held by the GLA or Grant Recipient (as appropriate) at the time of receipt of an RFI.

Information Commissioner has the meaning set out in section 114 of the Data Protection Act 2018 and for the avoidance of doubt is the UK's independent body set up to uphold and enforce Information rights;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

Interest means interest at a rate per annum equal to two per centum (2%) above the base rate from time to time of the Royal Bank of Scotland plc;

Investment Partner means an organisation which has been confirmed by the GLA as having "Investment Partner Status" under the GLA's Investment Partner qualification procedure from time to time;

Land Acquisition Date means the later of:

(a) the date upon which the Grant Recipient acquires or acquired a Secure Legal Interest in the Site and for the purposes of this definition the parties acknowledge and agree that limb (d) of the definition of Secure Legal Interest shall be disregarded and of no effect; and

(b) the date of the Grant Recipient's application for payment of First Tranche Grant in respect of the relevant Named Project pursuant to Condition 13.1.

Landlord Offer means the offer identified by that name and more particularly described in Sections 8.5.11 to 8.5.16 of the Affordable Housing Capital Funding Guide which is in the form issued to GLA pursuant to Section 8.5.14 of the Affordable Housing Capital Funding Guide and which is the subject of the confirmations provided by the Grant Recipient and the Independent Body in the Compliance Checklist;

LAR Dwelling means an AHP Dwelling let or to be let at a London Affordable Rent to individuals in housing need and on terms which comply with the applicable provisions of Condition 10.4;

Law means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate Legislation or notice of any Regulatory Body;

Legal Opinion means a legal opinion in the form set out in Schedule 3 given by the Grant Recipient's solicitor and dated prior to the date of this Agreement;

Legislation means:

(a) any Act of Parliament;

(b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;

(c) any exercise of the Royal Prerogative;

in each case in the United Kingdom; and

(d) any regulations, orders, bye-laws or codes of practice of any local or statutory or Competent Authority (as the case may be) having jurisdiction over the territory in which the Named Project is situated.

LLR Dwelling means an AHP Dwelling let or to be let at a London Living Rent and on terms which comply with the applicable provisions of Condition 10.4;

LLR Rent Level means a rent which does not exceed the rent level published by GLA at www.london.gov.uk/londonlivingrent as adjusted by GLA from time to time;

LLR Tenant means an individual who fulfils the criteria for an occupant of an LLR Dwelling set out in the Affordable Housing Capital Funding Guide;

London means the administrative area of the Greater London Authority from time to time;

London Affordable Rent means either:

(a) a weekly rent which does not exceed the Benchmark Rent Level (exclusive of service charges); or

(b) a Social Rent; or

(c) an Affordable Rent

for an equivalent property of the relevant size and number of bedrooms such rent to be assessed and set in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation, the Rent Standard and any other relevant guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time);

London Living Rent means a rent which does not exceed the LLR Rent Level (inclusive of service charges) for an equivalent property of the relevant size and number of bedrooms in the relevant Ward and which is set in accordance with the applicable requirements of Legislation and the Affordable Housing Capital Funding Guide and any other relevant guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time);

London Living Wage means the basic hourly wage of £10.85 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Resolution Foundation, overseen by the Living Wage Commission, or any successor body carrying out the relevant calculation;

Material Adverse Effect means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to deliver the Approved Bid or a Named Project (as the context requires) on the basis agreed under this Agreement and/or within the time limits (if any) for doing so;

Milestone means the Start on Site and/or the Practical Completion stages of a Named Project as agreed by the parties and set out in OPS;

Milestone Date means the date agreed by the GLA through OPS by which the relevant Milestone must have been achieved (as the same may be extended by the GLA pursuant to Condition 7.1);

Milestone Extension Event means any of the following:

(a) exceptionally adverse weather conditions;

(b) delay in receipt of any necessary permission or approval of any statutory body or other person which the Grant Recipient has taken all practicable steps to avoid or reduce;

(c) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of the Works necessary to the delivery of the Named Project by restricting the availability or use of labour which is essential to the proper carrying out of such Works or preventing the Grant Recipient from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of such Works;

(d) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;

(e) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;

(f) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;

(g) any accidental loss or damage to the development or any roads servicing it;

(h) any failure or shortage of power, fuel or transport;

(i) any blockade or embargo;

(j) any:

i official or unofficial strike;

ii lockout;

iii go-slow; or

iv other dispute,

generally affecting the house building industry or a significant sector of it;

(k) the appointment of the Building Contractor under the Building Contract has been terminated or the Building Contract has been terminated;

(l) any material failure by the Building Contractor under the terms of the Building Contract which has the direct result of delaying the Grant Recipient's compliance with a Milestone Date and which did not result from the Grant Recipient's failure effectively to manage the Building Contract; or

(m) any impediment, prevention or default, whether by act or omission by the GLA except to the extent caused or contributed to by any default, whether by act or omission, of the Grant Recipient;

unless:

A any of the events arise (directly or indirectly) as a result of any wilful or negligent default or wilful or negligent act of the Grant Recipient or, save in respect of the event referred to in (k) above, any of its Subcontractors of any tier; or

B in respect of the event referred to in (f) above, such event arises as a result of any failure by the Grant Recipient (whether wilful or otherwise) to notify the relevant statutory undertaker or utility company of the requirement for works or services to be completed by the date required to enable the Grant Recipient to complete the Named Project by the Named Project Completion Date.

Milestone Failure means a failure by the Grant Recipient fully to achieve any Milestone by the relevant Milestone Date;

Named Project means each project for the development of AHP Dwellings as has been fully detailed in OPS and accepted by the GLA through OPS as a Named Project as at the date hereof or in accordance with any of Conditions 5.1 or 8.3;

Named Project Completion Date means the date set out in the Named Project Delivery Timetable by which the Site acquisition (if applicable) and Practical Completion must have been achieved;

Named Project Delivery Timetable means the timetable for the acquisition, construction, development (and/or Rehabilitation) and delivery of each Named Project as agreed by the GLA through OPS;

Named Project Details means the descriptive and other details in respect of each Named Project as accepted by the GLA through OPS (as the same may be varied from time to time in accordance with the terms of this Agreement);

Named Project Grant means the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details and which excludes Fund Proceeds;

Named Project Start Date means the date set out in the Named Project Delivery Timetable by which the Named Project must have achieved Start on Site;

NHBC means the National House-Building Council;

Nil Grant Unit means a house, flat or maisonette comprised within a Named Project in respect of which the Grant Recipient did not (a) seek grant funding under the AHP 2016/21 or (b) utilise any Fund Proceeds;

Non Compliance Notification Date means the date on which the GLA notifies the Grant Recipient that it has become aware that a Named Project in respect of which Total Project Grant has been paid or utilised does not meet the Named Project Details;

Open Book Basis means the full and transparent disclosure and declaration of all information which the Grant Recipient or a Grant Recipient Party is required to maintain, keep or disclose under this Agreement including all price components including profit margins, central office overheads, Site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and services, apportionments of such items together with all and any books of accounts together with such other information as the GLA reasonably requires;

Open Book Obligations mean the obligations set out in Condition 19;

OPS means the "GLA Open Project System", being the GLA's on-line investment management system from time to time or any successor system;

Original Approved Bid means the aggregate of the Named Projects accepted by the GLA pursuant to Condition 5.1;

Permitted Disposal means any of the following:

- (a) the grant of a tenancy (compliant with Condition 10.4) in respect of an LAR Dwelling, AAH Dwelling or a LLR Dwelling;
- (b) the grant of a Shared Ownership Lease (which, for the avoidance of doubt, does not include the subsequent acquisition by the occupier of an increased share of the equity of the relevant SO Dwelling);
- (c) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;
- (d) a disposal pursuant to or required by a planning obligation within the meaning of s106 or s299A of the TCPA in connection with the Named Project;
- (e) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (f) the grant of any mortgage or charge; or
- (g) the grant of an easement.

Personal Data has the meaning ascribed to it in the Data Protection Legislation;

Planning Permission means the grant of detailed planning permission either by the local planning authority or the Secretary of State;

Practical Completion means that stage in the execution of a Named Project when the Works have been completed in accordance with the terms of the relevant Building Contract and/or the terms of this Agreement such that the AHP Dwellings comprised within the Named Project are fit for beneficial occupation as a residential development in accordance with applicable NHBC or equivalent requirements current at the date of inspection subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list, and **Practically Complete** shall be construed accordingly;

Private Registered Provider means a body entered on the Register as a non-profit organisation (as such term is defined in Section 115 of the HRA 2008);

Process has the meaning ascribed to it in the Data Protection Legislation and **Processing** shall be construed accordingly;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or Legislation on procurement by public bodies (including Private Registered Providers).

Professional Team means (as applicable) the architect, civil & structural engineer, the mechanical & electrical engineer and any other consultant appointed by the Grant Recipient in connection with a Named Project;

Prohibited Act means:

(a) offering, giving or agreeing to give to any servant of the GLA any gift or consideration of any kind as an inducement or reward:

i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or

ii for showing or not showing favour or disfavour to any person in relation to this Agreement;

(b) entering into this Agreement or any other agreement with the GLA relative to this Agreement in connection with which commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the GLA;

(c) committing any offence:

i under Legislation creating offences in respect of fraudulent acts;

ii at common law in respect of fraudulent acts in relation to this Agreement; or

iii under the Bribery Act 2010;

(d) defrauding or attempting to defraud or conspiring to defraud the GLA or the Regulator.

Project Default has the meaning given to it in Condition 18.2;

Project Termination Event means an event pursuant to which this Agreement is terminated in relation to a particular Named Project pursuant to Condition 18.6;

Purchase Point means the date upon which a SO Dwelling is sold to its first purchaser or in relation to a LLR Dwelling a date which is not earlier than ten years after the point at which such LLR Dwelling first becomes available for letting;

Quarter means the period between each Quarter Date;

Quarter Date means 31 March, 30 June, 30 September or 31 December;

RCGF means the Recycled Capital Grant Fund maintained by the Grant Recipient in accordance with the Recovery Determination;

RCGF Funds means that amount of the Grant Recipient's RCGF which the parties have agreed will be applied towards the Development Costs;

Recover has the meaning set out in the Recovery Determination;

Recoverable Project Grant means the aggregate of the Named Project Grant paid to and the RCGF Funds used by the Grant Recipient in relation to a Named Project;

Recovery Determination means the Recovery of Capital Grants from Registered Providers and Recycled Capital Grant Fund (Greater London) General Determination 2017 and any successor determination or other instrument;

Register means the register maintained by the Regulator pursuant to Section 111 of the HRA 2008;

Registered Provider means an English local authority entered on the Register pursuant to paragraph 3 of the Housing and Regeneration Act 2008 (Registration of Local Authorities) Order 2010;

Regulator means the Regulator of Social Housing established pursuant to Chapter 2 of the HRA 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Regulatory Body means any government departments or regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the GLA;

Rehabilitated or Rehabilitation or Rehabilitating shall have the meaning ascribed in sub-section 2.3 of the Affordable Housing Capital Funding Guide entitled "Procurement and Scheme Issues";

Relevant Authority means any governmental or other authority, court with relevant jurisdiction, the local planning authority, landlord, funder, adjoining landowner or any other person whose consent is required to undertake the Works necessary to the delivery of the Named Project or perform the Grant Recipient's obligations under this Agreement;

Relevant Event has the meaning attributed to it in the Recovery Determination;

Rent Standard means any standard set by the Regulator (including any associated explanatory notes or guidance from time to time under Section 194 of the HRA 2008 pursuant to any then applicable Direction);

Request for Information/RFI shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Named Projects, this Agreement or any activities or business of the GLA;

Resident Ballot Requirement means the obligation to undertake a resident ballot on the basis set out in Section 8 of the Affordable Housing Capital Funding Guide where the Named Project is an Estate Regeneration Project and GLA has not provided the Grant Recipient with an extant Exemption Certificate;

RIDDOR means Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995;

Right to Buy means the right to purchase a dwelling at a discount conferred on tenants of Councils by Part V of the Housing Act 1985;

RTB Funds means receipts retained by the Grant Recipient pursuant to the exercise of the Right to Buy which shall include any grant paid to the Grant Recipient pursuant to a Right to Buy Ringfence Agreement entered into by the GLA and the Grant Recipient;

Second Payment Date means in relation to a Named Project:

(a) the Named Project Completion Date; or

(b) such other date as the GLA may have accepted in OPS.

Second Tranche Grant means subject to Condition 5.3 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by GLA through OPS;

Section 15 Direction means a direction made by the Secretary of State under Section 15 of the Local Government Act 1999;

Section 106 Agreement means an agreement in respect of and affecting any AHP Dwelling (or prospective AHP Dwelling) made pursuant to Section 106 of the TCPA and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or Section 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or an agreement with any competent authority or body relating to other services;

Section 106 Project means a Named Project where the development of AHP Housing forms or will form part of a larger non AHP Housing project and is required pursuant to a Section 106 Agreement;

Section 114 Report means a report made under Section 114(3) or Section 114A of the Local Government Finance Act 1988;

Secure Legal Interest means the Grant Recipient has in respect of the Site one of the following:

(a) freehold title registered with title absolute;

(b) leasehold title registered with title absolute where the lease has at least:

i 60 years unexpired duration; or

ii in the case of any Named Project comprising SO Dwellings or LLR Dwellings, 99 years unexpired duration from the projected Purchase Point;

(c) either:

- i freehold title registered with possessory title; or
 - ii leasehold title registered with good leasehold title where the lease has at least:
 - A 60 years unexpired duration; or
 - B in the case of any Named Project comprising SO Dwellings or LLR Dwellings, 99 years unexpired duration from the projected Purchase Point
- and, in each case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Total Project Grant for that Site; or
- (d) a binding contract with the owner of the legal and beneficial interest in the Site to secure one of the interests in limbs (a) to (c) and that securing that interest is conditional only upon matters that are within the direct and unilateral control of the Grant Recipient.

Shared Ownership Lease means a shared ownership lease that meets:

- (a) the conditions (except conditions (d) and (g)) specified in or under Section 5A(2) of the Rent Act 1977; and
- (b) any applicable requirements of the Affordable Housing Capital Funding Guide.

Site means the site identified to the GLA in OPS as being the area of land, buildings or dwelling-houses comprised or to be comprised in a Named Project;

SO Dwelling means an AHP Dwelling to be disposed of on Shared Ownership Lease terms;

Social Rent means low cost rental accommodation as defined in Section 69 of the HRA 2008 made permanently available for letting on secure tenancy terms to persons at a rent set in accordance with the Rent Standard;

Start on Site means the occurrence of all of the following in relation to a Named Project:

- (a) the Building Contract has been entered into;
- (b) the Building Contractor has taken possession of the Site; and
- (c) the Start on Site Works to the Site have commenced.

Start on Site Date means the date identified in OPS on which Start on Site is projected to occur and does occur;

Start on Site Works means any work of construction or demolition in relation to any dwelling including:

- (a) the digging of a trench which is to contain the foundations, or part of the foundations, of such dwelling;
- (b) the laying of any underground main or pipe to the foundations, or part of the foundations, of such dwelling or to any such trench as per (a) above;
- (c) any operation in the course of laying out or constructing a road or part of a road; or

(d) such works of demolition or service diversion as are set out in section 2 of the Affordable Housing Capital Funding Guide.

Subcontractor means any subcontractor including without limitation any Building Contractor appointed by the Grant Recipient to undertake all or part of the Works;

Subsidy means any direct or indirect financial assistance which:

(a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:

i a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;

ii the forgoing of revenue that is otherwise due;

iii the provision of goods or services, or the purchase of goods or services; or

iv a measure analogous to these,

(b) confers an economic advantage on one or more economic actors;

(c) is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services; and

(d) has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into a trade agreement with which has provisions in respect of public sector subsidy arrangements;

TCPA means the Town and Country Planning Act 1990;

Tenancy Standard means the tenancy standard published by the Regulator from time to time pursuant to its power under Section 193 of the HRA 2008;

The London Plan means the document entitled "The London Plan – The Spatial Development Strategy for London Consolidated with Alterations Since 2011" published by the GLA in March 2016 (as the same may be amended or updated from time to time);

Total Grant Sum means the aggregate of all Named Project Grant paid to and all RCGF Funds used by the Grant Recipient under or in connection with this Agreement;

Total Project Grant means the aggregate of the Named Project Grant paid to and the Fund Proceeds used by the Grant Recipient under or in connection with a Named Project;

Tranche means either of the First Tranche Grant or the Second Tranche Grant;

United Kingdom Competition Requirement means as provided for in section 29 of the European Union (Future Relationship) Act 2020 and/or such other legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

Unlawful Subsidy means Subsidy which has been granted, or from time to time is, in contravention of the United Kingdom Competition Requirement;

VAT means Value Added Tax as presently charged under the Value Added Tax Act 1994 or any tax of a similar nature;

Waiver Condition means provision of satisfactory evidence by the Grant Recipient to the GLA that the relevant Prohibited Act was committed by:

- (a) an employee acting independently of the Grant Recipient;
- (b) a Subcontractor of any tier (or any employee of a Subcontractor not acting independently of the Subcontractor);
- (c) an employee of a Subcontractor of any tier acting independently of such Subcontractor; or
- (d) any person not specified in parts (a), (b) or (c)

and the GLA is satisfied that the Grant Recipient and/or the Subcontractor (as applicable) has taken such action as is appropriate taking in to account the nature and the circumstances of the relevant Prohibited Act. "Acting independently" for these purposes means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant Subcontractor;

Ward means each of the electoral wards in London in respect of which GLA will determine the LLR Rent Level;

Withholding Event means an event or circumstance of the type described in Condition 16.1; and

Works means in relation to each Named Project all of the works (including the Start on Site Works, the design, infrastructure works and all other works necessary for obtaining access to the AHP Dwellings) to be undertaken in order to ensure that the AHP Dwellings are constructed, developed and/or Rehabilitated in accordance with the Named Project Details.

1.2 Interpretation

- 1.2.1 Words denoting any gender include all other genders.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, section heading or annexure is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, section heading or annexure of this Agreement.
- 1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.
- 1.2.5 Any reference to any enactment, order, direction, determination, regulation, guidance or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, direction, determination, regulation, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.
- 1.2.6 A reference to a person includes firms, partnerships and corporate bodies and their successors and permitted assignees or transferees.

- 1.2.7 Headings are for convenience of reference only.
- 1.2.8 A party means a party to this Agreement.
- 1.2.9 The words includes or including are to be construed without limitation.
- 1.2.10 A paragraph in a schedule or annexure shall be construed as reference to a paragraph in that particular schedule.
- 1.2.11 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.12 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified by the GLA by notice in writing to the Grant Recipient.
- 1.2.13 An obligation to do anything includes an obligation to procure its being done.
- 1.2.14 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.15 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.16 The terms "Site" and "Named Project" include each and every part of it.
- 1.2.17 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner.
- 1.2.18 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.19 The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the GLA for the acts or omissions of any Grant Recipient Party as if they were the acts or omissions of the Grant Recipient.
- 1.2.20 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.21 The terms "Allocated Total Grant" "Allocated Net Grant" "Capital Grant", "Named Project Grant" "Recoverable Project Grant" "Total Grant Sum" and "Total Project Grant" shall (unless the context precludes such interpretation) include every Tranche thereof.
- 1.2.22 Any reference to Section 8 of the Affordable Housing Capital Funding Guide in this Agreement refers to the section entitled "Resident Ballots for Estate

Regeneration Projects" of such guide (and any successor, replacement or amendment of the same).

2 Purpose

2.1 The GLA has agreed to:

2.1.1 make the Allocated Net Grant available to the Grant Recipient; and

2.1.2 permit the Grant Recipient to use the Allocated Fund Proceeds

to provide the AHP Dwellings subject to and in accordance with the terms and conditions of this Agreement.

2.2 Each party undertakes to co-operate with the other to facilitate the proper performance of this Agreement and the delivery of the Named Projects.

3 Acknowledgements, Representations and Warranties

3.1 Without prejudice to any other term of this Agreement, the Grant Recipient:

3.1.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;

3.1.2 represents and warrants in the terms set out in Part 2 of Schedule 1 to the GLA on the date hereof and on each day during the currency of this Agreement; and

3.1.3 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

3.2 The parties agree that the Benchmark Rent Levels shall be increased in accordance with the following:

3.2.1 subject to Condition 3.2.2, the Benchmark Rent Levels for each successive Financial Year (**New Financial Year**) after the Financial Year 2020/2021 shall be increased with effect from 1 April in such New Financial Year in accordance with the following formula:

$$\text{Benchmark Rent Level} = \text{ABRL} \times (\text{CPI}_x + 1.01)$$

Where

ABRL = the actual Benchmark Rent Level for the Financial Year prior to the New Financial Year for which the calculation is being carried out; and

CPI_x = the 12-month inflation rate figure (drawn from the CPI and expressed as a decimal) published for September in the Financial Year prior to the New Financial Year for which the calculation is being carried out.

3.2.2 If for any New Financial Year the calculation of (CPI_x + 1.01) produces a figure less than 1 the product of the calculation shall be deemed to equal 1.

4 Subsidy

4.1 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and does not give rise to Subsidy.

- 4.2 Notwithstanding anything in this Agreement the GLA shall only provide Total Project Grant to the extent that such does not give rise to Unlawful Subsidy.
- 4.3 Notwithstanding Conditions 4.1 and 4.2 of this Agreement if any Total Project Grant is found to constitute Unlawful Subsidy (or is under investigation or subject to judicial proceedings in relation to Unlawful Subsidy) then:
- 4.3.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Total Project Grant and the terms of this Agreement to the extent necessary to ensure that no Unlawful Subsidy subsequently arises from it; and/or
- 4.3.2 the parties shall promptly cooperate in good faith to provide evidence that the Total Project Grant (or the restructured Total Project Grant) does not or will not give rise to Unlawful Subsidy.
- 4.4 If any Total Project Grant is found to constitute Unlawful Subsidy and/or is not capable of being restructured so as to be compliant then the Grant Recipient must repay any sum of Unlawful Subsidy plus such interest as is prescribed by the United Kingdom Competition Requirement within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.
- 4.5 If, following the date of this Agreement, the law requires the GLA to amend this Agreement to comply with a United Kingdom Competition Requirement then the GLA may, acting reasonably, provide written notice to the Grant Recipient to vary this Agreement to the extent necessary to comply with such change in law.

5 **Named Projects**

- 5.1 The Grant Recipient must upload such details as are required for each proposed Named Project forming part of the Grant Recipient's bid onto the GLA's OPS within five (5) Business Days of the date of this Agreement, including but not limited to the anticipated Development Costs, and where the relevant project is accepted by the GLA through OPS it will become a Named Project for the purposes of this Agreement with effect from the date of its acceptance by the GLA in OPS.
- 5.2 The Grant Recipient represents and warrants to the GLA in relation to each Named Project that:
- 5.2.1 the Named Project is in its opinion (acting reasonably) deliverable in accordance with the Named Project Delivery Timetable;
- 5.2.2 the Grant Recipient:
- (a) possesses or will possess a Secure Legal Interest in the Site;
 - (b) has obtained all necessary Consents as are then required for the lawful development and/or Rehabilitation of the Named Project and for the delivery of the Named Project in accordance with the Named Project Details;
 - (c) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project;
 - (d) is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and

(e) has not nor have any of its officers made a Section 114 Report nor is it aware of any circumstances which would give rise to the making of a Section 114 Report;

5.2.3 the rent levels for any:

(a) LAR Dwelling within the Named Project which will be let at the Benchmark Rent Levels shall be set at or below the Benchmark Rent Levels applicable at the point of letting; and

(b) LLR Dwelling within the Named Project will be set at or below the LLR Rent Levels applicable at the point of letting.

5.3 The GLA may at its absolute discretion vary the percentages attributed to First Tranche Grant and Second Tranche Grant from time to time save that no such variation will take effect in relation to any Named Project which has been confirmed as such by the GLA in OPS and in relation to which the First Tranche Grant has been paid.

5.4 Under no circumstances shall the GLA be obliged to accept any Named Project if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient financial resources available to it (taking account inter alia of its commitments under the AHP 2016/21 or other programme commitments) to provide Named Project Grant in relation to the relevant project.

6 Changes to Named Projects

6.1 The parties may from time to time agree changes to the Named Project Details and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named Project Details in OPS and the electronic confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Named Project Details as they existed prior to the changes proposed under this Condition 6.1.

6.2 Until the Grant Recipient achieves the first letting of a LLR Dwelling or grants a Shared Ownership Lease of a SO Dwelling, the Grant Recipient may re-profile such a LLR Dwelling as a SO Dwelling (and vice versa) and any such change must be implemented and confirmed in accordance with Condition 6.1.

6.3 The Grant Recipient may only re-profile a LLR Dwelling or SO Dwelling in the manner contemplated in Condition 6.2 where:

6.3.1 there is no change to the Named Project Grant and/or Fund Proceeds that have been allocated, paid and/or used in connection with the LLR Dwellings and SO Dwellings within the Named Project; and

6.3.2 the Grant Recipient has not requested any additional Named Project Grant to be paid or Fund Proceeds to be used in connection with the arrangements contemplated in Condition 6.3.1 above.

7 Time extensions

7.1 Where a Milestone Failure occurs or is in the opinion of the GLA reasonably likely to occur (having regard to any information provided pursuant to any of Conditions 9.1.4, 10.3 or 11) and:

7.1.1 where such failure is directly caused by a Milestone Extension Event the GLA shall, subject always to Condition 7.3, extend the relevant Milestone Date and associated Named Project Completion Date by such period as it (acting

reasonably) considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or

7.1.2 where such failure is not directly caused by a Milestone Extension Event, the GLA shall notify the Grant Recipient of the Milestone Failure and the parties shall within fifteen (15) Business Days of such notification seek to agree revised Milestone Dates and:

(a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates on OPS in accordance with Condition 6.1; or

(b) where revised Milestone Dates are not agreed within such period the Milestone Failure shall be treated as a Project Default under Condition 18.2.10.

7.2 The GLA shall not be obliged to extend a Milestone Date:

7.2.1 unless a Milestone Extension Event exists; or

7.2.2 in circumstances where such extension would (when taken individually or together with other extensions in relation to the Grant Recipient) in the GLA's reasonable opinion materially and adversely affect the delivery of the Approved Bid or (when taken individually or together with other extensions allowed in relation to the Grant Recipient or other grant recipients of the AHP 2016/21) materially and adversely affect the GLA's projected expenditure profile in relation to any year of the AHP 2016/21 and in particular (but without limitation) such expenditure profile in relation to the last Quarter of the relevant Financial Year.

7.3 The GLA shall not under any circumstances be required or obliged to extend a Named Project Start Date beyond 31 March 2022 but may at its sole discretion elect to do so.

8 Additional Named Projects

8.1 The parties shall be entitled from time to time to agree to add Additional Projects to those comprised within the Original Approved Bid.

8.2 Where Condition 8.1 applies, the Grant Recipient shall submit to the GLA through OPS such details of the proposed Additional Project as the GLA may require. In submitting such details, the Grant Recipient makes the same representations and warranties in relation to the proposed Additional Project as it makes to the GLA pursuant to Condition 5.2.

8.3 The GLA shall consider the Additional Project and if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) the level of grant funding requested, (c) with the Grant Recipient's performance in relation to the Approved Bid to date, (d) that no Default Event subsists and (e) with such other matters as the GLA may from time to time determine, the GLA shall be entitled (but not obliged) to accept the Additional Project into the Approved Bid and shall confirm such acceptance to the Grant Recipient through OPS.

8.4 With effect from the Additional Project Acceptance Date:

8.4.1 the Additional Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions;

8.4.2 the details set out by the Grant Recipient in respect of the Additional Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement; and

8.4.3 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such new Named Project.

8.5 If the GLA agrees to make available any grant funding in relation to Additional Project, the Allocated Total Grant will be deemed to be adjusted by the Total Project Grant agreed by the GLA in OPS in relation to the new Named Project.

9 Delivery Obligations

9.1 The Grant Recipient must in relation to each Named Project:

9.1.1 carry out the acquisition of the Site, procure and diligently pursue the completion of the Works so that:

(a) the Named Project is (subject to Condition 7.1) constructed, delivered and/or Rehabilitated (as applicable) in accordance with the Named Project Delivery Timetable;

(b) when delivered, the Named Project fully complies with the Named Project Details; and

(c) any applicable requirements of Procurement Law and of the Consents are satisfied.

9.1.2 actively market the SO Dwellings and LLR Dwellings with a view to ensuring (as far as practicable) the disposal or letting of such dwellings to individuals as AHP Housing at Practical Completion (or as soon as reasonably possible thereafter);

9.1.3 advertise all SO Dwellings and LLR Dwellings through the portal at <https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners/homes-londoners-property-search> or such other website address notified by the GLA to the Grant Recipients from time to time; and

9.1.4 promptly notify the GLA in writing of any failure or likely failure to comply with Condition 9.1.1(a).

9.2 Where a Named Project is an Estate Regeneration Project the Grant Recipient must:

9.2.1 comply with the obligations set out in Section 8 of the Affordable Housing Capital Funding Guide; and

9.2.2 provide GLA with either:

(a) the Compliance Checklist, where the Resident Ballot Requirement applies; or

(b) in any other circumstances, the Exemption Certificate

before the First Tranche Grant is claimed pursuant to Condition 13.1.

10 Operational Obligations

10.1 In delivering the Named Project and in operating and administering the Named Project after Practical Completion, the Grant Recipient must observe and comply with Legislation, the applicable terms of the Affordable Housing Capital Funding Guide, the Recovery Determination and the Consents.

10.2 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by him) shall have at all reasonable times and upon giving reasonable notice the right to enter onto the Site and to take such action as he considers appropriate to inspect the

progress of the Named Project and to monitor compliance by the Grant Recipient with its obligations under this Agreement.

10.3 The Grant Recipient must notify the GLA in writing (save in respect of Conditions 10.3.1, where notification is required to be given through OPS):

10.3.1 immediately once the Land Acquisition Date (as described in limb (a) of the definition of Land Acquisition Date), Start on Site (as applicable) and Practical Completion has occurred with respect to each Named Project;

10.3.2 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect; and

10.3.3 of any other event or circumstance in relation the Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require.

10.4 Without prejudice to Condition 10.1, the Grant Recipient must in operating and administering the Named Project after Practical Completion:

10.4.1 not use the AHP Dwellings for any purpose other than the Agreed Purposes without the GLA's prior written consent;

10.4.2 not charge a higher initial rent in relation to a LAR Dwelling than:

(a) in the case of a Benchmark Rent Dwelling, and subject always to compliance with the applicable Benchmark Rent Level, the rent set out in limb (a) of the definition of London Affordable Rent (and detailed in the relevant Named Project Details);

(b) in the case of any other LAR Dwelling, the rent set out in the relevant Named Project Details

and ensure that such rent continues to be set and charged in accordance with the applicable criteria of the London Affordable Rent;

10.4.3 subject always to compliance with the applicable LLR Rent Level, not charge a higher initial rent in relation to a LLR Dwelling than the London Living Rent as set out in the relevant Named Project Details, review the LLR Rent Levels each Financial Year and ensure that the rent for each LLR Dwelling continues to be:

(a) set and charged in accordance with the criteria of the London Living Rent; and

(b) increased by no more than the percentage increase in CPI over the twelve (12) month period which ends three (3) calendar months prior to the relevant rent increase date;

10.4.4 subject to any contrary requirement of Legislation comply with the Rent Standard in respect of the AHP Rent Dwellings where applicable;

10.4.5 comply with the Tenancy Standard in respect of the AHP Rent Dwellings and the LLR Dwellings where applicable;

10.4.6 observe and comply with the requirements of the Affordable Housing Capital Funding Guide in relation to:

- (a) any disposal of an SO Dwelling and ensure that such disposal takes effect only at arm's length and on market terms;
 - (b) the form and content of any Shared Ownership Lease granted by or to be granted by the Grant Recipient in relation to an AHP Dwelling;
 - (c) the purpose, target group, letting, rents, management or disposal of AHP Rent Dwellings and/or LLR Dwellings; and
 - (d) the nature of the housing and/or housing product (as described in the Affordable Housing Capital Funding Guide) being funded pursuant to this Agreement;
- 10.4.7 comply at its own cost with the GLA's requirements in relation to Compliance Audit;
- 10.4.8 in relation to AHP Housing, participate in the CORE system from time to time (including recording any lettings made together with any sales of stock including outright sales and shared ownership sales but excluding any sales of additional equity to the current shared owner);
- 10.4.9 in relation to each AHP Rent Dwelling use the most appropriate form of tenancy having regard to the terms of the Tenancy Standard and the efficient use of public funds;
- 10.4.10 ensure that all LLR Dwellings are made available solely to LLR Tenants as LLR Dwellings and ensure that prior to any change to that purpose or to any disposal they are offered for sale to the then current LLR Tenant;
- 10.4.11 ensure that where a Named Project is subject to the Resident Ballot Requirement, the proposals set out in the Landlord Offer are complied with; and
- 10.4.12 ensure that all AAH Dwellings are made available on terms which comply with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation and any other relevant guidance issued by the Regulator (as any of the same may be amended or updated from time to time).
- 10.5 The Grant Recipient shall ensure that the GLA's requirements from time to time in relation to public relations and publicity for capital projects (including Site signage) as notified to the Grant Recipient from time to time or otherwise as included in the Affordable Housing Capital Funding Guide are observed and implemented in respect of each Named Project.
- 10.6 In discharging its obligations under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Approved Bid and with proper regard to the need for efficiency in the use of public funds.
- 10.7 The Grant Recipient must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and comply with the GLA's anti-fraud and corruption policies, a copy of which is available here:<https://www.london.gov.uk/about-us/governance-and-spending/good-governance/our-procedures>, in each case as the GLA or the relevant industry body may update from time to time.
- 10.8 The Grant Recipient must on the initial letting of LAR Dwellings offer through the Housing Moves service at least 5% of LAR Dwellings on each Site and at least 10% on each Site comprising 150 dwellings or more (or such other percentages notified in either case by the GLA to the Grant Recipient from time to time following consultation).

10.9 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 10 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.

10.10 Notwithstanding any other provision of this Agreement the Grant Recipient shall, unless otherwise agreed by the GLA, remain liable and responsible for the performance of its obligations under this Agreement in relation to each AHP Dwelling.

11 **Review, Monitoring and Reporting**

11.1 The Grant Recipient must promptly advise GLA when any circumstance occurs which may:

11.1.1 impact adversely on the Grant Recipient's ability to deliver any Named Project in accordance with the terms of this Agreement;

11.1.2 constitute a Default Event or a breach of Condition 9 or 10; and/or

11.1.3 give rise to the making of a Section 114 Report or the issue of a Section 15 Direction.

11.2 The Grant Recipient shall attend a review meeting when required to do so by the GLA acting reasonably and the GLA shall provide the Grant Recipient with written details of the matters to be discussed at the review meeting timeously in advance of such meeting.

11.3 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 11 and shall use all reasonable endeavours to ensure the accuracy of any information provided.

11.4 The Grant Recipient must keep OPS fully updated and ensure that it accurately reflects the agreed Approved Bid and Named Project Details from time to time.

11.5 The Grant Recipient will:

11.5.1 use all reasonable endeavours to ensure that that any person providing the Compliance Checklist, the Disposal Notification and/or any other notifications or certificates from the Grant Recipient to the GLA (the **AHP Confirmations**) is a senior officer of the Grant Recipient with access to the information and knowledge needed accurately to give the information required; and

11.5.2 notify the GLA if it becomes aware that:

(a) any AHP Confirmation is erroneous in any material respect;

(b) the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) change so that such document is no longer correct in all material respects; or

(c) an Exemption Certificate expires.

12 **Disposals**

The Grant Recipient must provide the GLA with a Disposal Notification prior to a Disposal taking place.

13 Grant Claim Procedures

- 13.1 Subject to a Named Project having reached the relevant First Payment Date and, where such Named Project is an Estate Regeneration Project, the Estate Regeneration Funding Condition having been satisfied, the Grant Recipient may apply to the GLA for the First Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 13.2 In submitting an application pursuant to Condition 13.1 the Grant Recipient is deemed to:
- 13.2.1 repeat the representations and warranties set out in Condition 5.2;
 - 13.2.2 represent and warrant to the GLA that the First Payment Date has been reached and that such date is no later than that submitted in OPS;
 - 13.2.3 represent and warrant to the GLA that all notifications, confirmations and certifications made or to be made by the Grant Recipient pursuant to Condition 11.5 or otherwise in OPS in relation to the Named Project have been, are or will be correct in all material respects;
 - 13.2.4 represent and warrant to the GLA that the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;
 - 13.2.5 represent and warrants to the GLA that no Withholding Event or Default Event has occurred or arisen;
 - 13.2.6 represent and warrant to the GLA that it is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued;
 - 13.2.7 represent and warrant to the GLA that no Section 114 Report has been made nor is the Grant Recipient aware of any circumstances that would give rise to the making of any such report; and
 - 13.2.8 represent and warrant to the GLA that either:
 - (a) the Named Project is not an Estate Regeneration Project; or
 - (b) the Estate Regeneration Requirement has been or will be complied with and to the best of the Grant Recipient's knowledge (having made all reasonable and proper enquiries):
 - i no material facts or circumstances exist which prejudice such compliance or mean that the Compliance Checklist or the Exemption Certificate (as applicable) is no longer correct in all material respects; and
 - ii the Exemption Certificate remains extant and has not been withdrawn by the GLA.
- 13.3 Subject to a Named Project having reached the relevant Final Claim Stage by the Second Payment Date, the Grant Recipient may apply to the GLA for the Second Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.

- 13.4 In submitting an application pursuant to Condition 13.3 the Grant Recipient is deemed to repeat the representations and warranties set out at Conditions 13.2.1, 13.2.3 and 13.2.6 to 13.2.8 (inclusive) and to further represent and warrant to the GLA that:
- 13.4.1 not used;
 - 13.4.2 the Named Project will be or has been procured, designed, constructed and delivered (as applicable) in accordance with the requirements of this Agreement;
 - 13.4.3 the Named Project has reached Practical Completion;
 - 13.4.4 all confirmations and certifications made or to be made by the Grant Recipient in OPS in relation to the Named Project have been are or will be correct in all material respects;
 - 13.4.5 it is a Registered Provider and retains its status as an Investment Partner;
 - 13.4.6 it has obtained all Consents necessary for the lawful development of the Named Project in accordance with the Named Project Details as are then required or to the extent that they are not obtained that the Grant Recipient has taken all necessary steps to obtain them, is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;
 - 13.4.7 it possesses a Secure Legal Interest in the Site and for the purposes of this Condition 13.4.7 the parties acknowledge and agree that limb (d) of the definition of Secure Legal Interest shall be disregarded and of no effect; and
 - 13.4.8 no Withholding Event or Default Event has occurred or arisen.

14 **Payment of Grant**

14.1 Subject to:

- 14.1.1 the GLA (acting reasonably) being satisfied with the Grant Recipient's application for payment including the information warranted pursuant to Conditions 13.2 and 13.4;
- 14.1.2 Conditions 6, 14.3, and 16; and
- 14.1.3 the Condition Precedent having been satisfied,

the GLA shall (resources permitting) pay the First Tranche Grant or the Second Tranche Grant (as applicable) to the Grant Recipient within fifteen (15) Business Days of receipt of a relevant and satisfactory application.

- 14.2 If the GLA is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Condition 13 and this Condition 14 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

14.3 The GLA shall not be obliged to pay the Grant Recipient:

- 14.3.1 the First Tranche Grant before the date identified in the Named Project Details as the forecast First Payment Date;

- 14.3.2 the Second Tranche Grant before the Second Payment Date (as confirmed by the GLA through OPS) has occurred;
- 14.3.3 any Tranche if the Named Project has not been accepted by the GLA through OPS;
- 14.3.4 any Tranche in respect of any Named Project which has not reached:
 - (a) the Start on Site Date or the Land Acquisition Date (as applicable); or
 - (b) (where applicable) Practical Completion by the Milestone Date identified in OPS (subject to any extension to such date pursuant to Condition 7.3).

14.4 Where the GLA pays Named Project Grant to the Grant Recipient, the Allocated Net Grant shall be reduced by a commensurate amount.

14.5 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be regarded as inclusive of any VAT chargeable thereon.

15 **Records and Accounting**

15.1 The Grant Recipient shall, as and when requested by the GLA, make available in a timely manner to the GLA where required in connection with this Agreement or the Approved Bid a copy of each of:

15.1.1 all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient for the purposes of this Agreement; and

15.1.2 all such data, materials, documents and accounts created, acquired or brought into existence by the Grant Recipient's officers, employees, agents or consultants relating to the Named Projects and which have been supplied to the Grant Recipient for the purposes of this Agreement.

15.2 On the expiry of this Agreement or (if earlier) upon termination thereof, the Grant Recipient shall if requested to do so deliver up to the GLA all the data, materials, documents and accounts referred to in this Condition 15 which it has in its possession, custody or control and shall procure the handing over to the GLA such data, materials, documents and accounts referred to in Condition 15.1.2 or as otherwise directed by the GLA.

15.3 The Grant Recipient must for a period of ten (10) years from the date upon which it receives or uses the Total Project Grant retain all of the data, documents, materials and accounts referred to in this Condition 15 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.

15.4 The Grant Recipient acknowledges that The Comptroller and Auditor General shall have rights of access to the information referred to in Condition 15 pursuant to the National Audit Act 1983 and the Government Resources and Accounts Act 2000.

15.5 The Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time of:

(a) any auditor (whether internal or external) of the GLA; and/or

(b) the GLA where the GLA is required under any Legislation to provide any document relating to the Named Projects to any person.

16 Withholding of grant

16.1 Notwithstanding any other term of this Agreement the GLA shall not be obliged to make any payment to the Grant Recipient whether by way of First Tranche Grant or Second Tranche Grant or otherwise where:

16.1.1 the Named Project has not been delivered in accordance with the Named Project Details or in accordance with the Named Project Delivery Timetable (in circumstances, where applicable, in which the GLA was unable to agree revised Milestone Dates);

16.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in Condition 13.2 and Condition 13.4 (in any case in whole or in part);

16.1.3 a Prohibited Act has been committed by or on behalf of the Grant Recipient and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;

16.1.4 the Grant Recipient is subject to a Section 15 Direction which has or will have a Material Adverse Effect;

16.1.5 the Grant Recipient has ceased to operate;

16.1.6 the Grant Recipient's status as a Registered Provider or Investment Partner is removed or withdrawn;

16.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;

16.1.8 where the Grant Recipient is in material breach of Condition 9 or Condition 10 and has not taken steps to remedy it to the GLA's satisfaction (acting reasonably);

16.1.9 the Grant Recipient (either by its own actions or omissions or those of its contractors or agents) harms the GLA's, the AHP 2016/21 or the Mayor of London's reputation or brings the GLA, the AHP 2016/21 or the Mayor of London into disrepute; or

16.1.10 the Grant Recipient has breached its obligations under any of Conditions 11, 17, or 19.

17 Repayment of grant

17.1 The parties acknowledge and agree that:

17.1.1 the Recovery Determination has effect (*mutatis mutandis*) in respect of grant paid under this Agreement and that each party has the respective rights and obligations described in such determination;

17.1.2 for the purposes of the Recovery Determination the terms of this Agreement represent the conditions attached to the making of Capital Grant; and

17.1.3 on the occurrence of a Relevant Event the Grant Recipient must recycle or repay (as applicable) the Capital Grant Recoverable in each case in accordance with the terms of the Recovery Determination.

17.2 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) at its discretion to recover from the Grant Recipient

such sum or such part or aggregation thereof as is determined in accordance with Condition 17.3 (the **Recoverable Amount**) in circumstances where:

- 17.2.1 a Prohibited Act has occurred and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
- 17.2.2 the relevant Tranche has been paid to the Grant Recipient or Fund Proceeds have been applied to the Named Project on the basis of a misrepresentation made by or on behalf of the Grant Recipient other than in the circumstances specified in Condition 17.2.4;
- 17.2.3 the GLA has made an overpayment in relation to a Named Project or has made a payment in error to the Grant Recipient;
- 17.2.4 the relevant Tranche has been paid to the Grant Recipient or Fund Proceeds have been applied to the Named Project but the GLA becomes aware (whether following the completion of a Compliance Audit or otherwise) that the Grant Recipient failed to deliver the relevant Named Project in accordance with the agreed Named Project Details;
- 17.2.5 the Grant Recipient has breached its obligations under any of Conditions 9, 10 11 or 19;
- 17.2.6 a General Termination Event has occurred;
- 17.2.7 a Project Termination Event has occurred; or
- 17.2.8 an Estate Regeneration Default has occurred.

17.3 In the circumstances set out in:

- 17.3.1 Conditions 17.2.1 or 17.2.6 the Recoverable Amount shall be a sum equivalent to the Total Grant Sum;
- 17.3.2 Conditions, 17.2.2, 17.2.5, 17.2.7 or 17.2.8 the Recoverable Amount shall be a sum equivalent to the Recoverable Project Grant for any affected Named Project;
- 17.3.3 Condition 17.2.3, the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error as applicable;
- 17.3.4 Condition 17.2.4, subject always to Condition 17.4 the Recoverable Amount shall be determined in accordance with the following procedure:

(a) the parties (acting in good faith) shall seek to agree within fifteen (15) Business Days of the Non Compliance Notification Date a revised figure for the Total Project Grant figure reflecting the changed nature of the delivered Named Project as against that described in the Named Project Details;

(b) where a revised figure for Total Project Grant is agreed, the Recoverable Amount shall be the product of the following calculation:

$$RA = TPG - RTPG$$

where

RA is the Recoverable Amount;

TPG is the Named Project Grant paid pursuant to Condition 14.1 together with the Fund Proceeds applied in respect of the relevant Named Project; and

RTPG is the revised Total Project Grant figure agreed pursuant to Condition 17.3.4(a);

(c) the Grant Recipient shall immediately amend the relevant information on OPS to reflect any agreement reached made pursuant to Condition 17.3.4(a);

(d) where the parties are unable to agree a revised Total Project Grant figure in accordance with Condition 17.3.4(a) the GLA shall be entitled to terminate this Agreement in accordance with Condition 18.1 and the Recoverable Amount shall be an amount equal to the Recoverable Project Grant paid pursuant to Condition 14.1 in respect of the relevant Named Project.

Under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 17.3.4(b) results in RA being a negative figure.

- 17.4 Where the GLA (acting reasonably) considers that the Grant Recipient acted fraudulently or dishonestly in claiming the Named Project Grant or in applying the Fund Proceeds to the relevant Named Project, such claim shall be deemed to be a Prohibited Act and the GLA will not be bound by the terms of Condition 17.3.4.
- 17.5 The Grant Recipient must pay the Recoverable Amount to the GLA within ten (10) Business Days of demand together with Interest such Interest to run from the date upon which the Named Project Grant (or relevant part thereof) overpayment or payment in error was paid to the Grant Recipient and/or the RCGF Funds were applied to the Named Project by the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 17.
- 17.6 The Grant Recipient acknowledges and agrees that the Disposal or letting of an AHP Dwelling to any person for any purpose other than the relevant Agreed Purpose constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 17.7 The parties acknowledge that the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to this Agreement.
- 17.8 Notwithstanding any other term of this Condition 17, where a payment has been made following an administrative error by the GLA, the Grant Recipient shall not be liable for interest on the amount repayable under Condition 17.5.

18 **Default Events and Termination**

- 18.1 Each of the following circumstances shall constitute a General Default:
- 18.1.1 the Grant Recipient is subject to a Section 15 Direction which has or will have a Material Adverse Effect;
 - 18.1.2 a Prohibited Act has been committed by or on behalf of the Grant Recipient (in respect of which the Waiver Condition has not been satisfied);
 - 18.1.3 the Grant Recipient ceases operating;
 - 18.1.4 the Grant Recipient's status as a Registered Provider is lost or removed; or

- 18.1.5 the Grant Recipient's Investment Partner status is lost or removed.
- 18.2 Each of the following circumstances shall constitute a Project Default:
- 18.2.1 failure by the Grant Recipient to comply with its obligations in Condition 11 and/or any information supplied in connection with its obligations in Condition 11, whether in relation to the Open Book Obligations or otherwise, is materially deficient, misleading or inaccurate;
- 18.2.2 a breach of the Open Book Obligations;
- 18.2.3 the Grant Recipient is unable to make the representations and give the warranties set out in Schedule 1 (in any case in whole or in part) and there is a resulting Material Adverse Effect;
- 18.2.4 the Regulator directs or recommends that grant is not to be paid to the Grant Recipient;
- 18.2.5 a breach of the Grant Recipient's obligations under Condition 12;
- 18.2.6 not used;
- 18.2.7 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, the AHP 2016/21's or the Mayor of London's reputation or brings the GLA, the AHP 2016/21's or the Mayor of London into disrepute;
- 18.2.8 failure by the Grant Recipient to comply with any repayment obligation under this Agreement;
- 18.2.9 failure or inability of the Grant Recipient to comply with the requirements of Conditions 13.1 to 13.4 (inclusive);
- 18.2.10 a breach of Condition 9 or 10;
- 18.2.11 failure by the parties to agree the matter referred to in Condition 17.3.4(d);
- 18.2.12 not used;
- 18.2.13 any other breach of or failure to comply with the Agreement which has a Material Adverse Effect;
- 18.2.14 any of the following events or circumstances occur:
- (a) a breach of the Estate Regeneration Requirement;
 - (b) the Grant Recipient has failed to comply with the Estate Regeneration Requirement in circumstances where in the GLA's reasonable opinion the Estate Regeneration Requirement ought to have been complied with (having regard to Section 8 of the Affordable Housing Capital Funding Guide);
 - (c) having regard to any planning permission obtained for the Site or reports issued to residents affected by the delivery of the Named Project, in the GLA's reasonable opinion, a breach of the Estate Regeneration Requirement is likely to occur; or

(d) in the GLA's opinion the Grant Recipient has partitioned the Site in order to avoid the application of the Resident Ballot Requirement;

- 18.2.15 the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) change so that such certificate is no longer correct in all material respects; or
- 18.2.16 an Exemption Certificate expires or is withdrawn by the GLA.
- 18.3 The Grant Recipient must notify the GLA immediately in writing on the occurrence of a Default Event.
- 18.4 Without prejudice to Conditions 18.5 or 18.6, in the event of the occurrence of Default Event and for so long as that Default Event subsists (or another Default Event has occurred and is continuing) the GLA shall be entitled to reject the submission of any Named Project on OPS.
- 18.5 On the occurrence of a General Default the GLA shall be entitled forthwith and without any liability to the Grant Recipient terminate this Agreement.
- 18.6 Where a Project Default is:
 - 18.6.1 an occurrence specified in Condition 18.2.5, 18.2.7 or 18.2.11 the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement in so far as it relates to the Named Project to which the Project Default relates;
 - 18.6.2 an occurrence specified in Condition 18.2.1, 18.2.2, 18.2.3, 18.2.4, 18.2.8, 18.2.9, 18.2.10 or 18.2.13 to 18.2.16 (inclusive) the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy the breach and if within a period of thirty (30) Business Days following service of such notice:
 - (a) the breach has not been remedied or is not capable of remedy;
 - (b) the Grant Recipient has not given an undertaking to remedy the breach on terms satisfactory to the GLA where it has been permitted to do so by the GLA; or
 - (c) if it becomes apparent that the Project Default is incapable of remedy either within such period or at all,

the GLA shall be entitled on giving not less than ten (10) Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement insofar as it relates to the Named Project to which the Project Default relates.

19 **Open Book Obligations**

- 19.1 The Grant Recipient shall on an Open Book Basis:
 - 19.1.1 at all times maintain a full record of particulars of all the income received and Development Costs incurred by the Grant Recipient in respect each Named Project;
 - 19.1.2 at all times when reasonably required to do so by the GLA, provide a summary of any of the income and Development Costs referred to in Condition 19.1.1 as the GLA may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and

19.1.3 at all times provide such access or facilities as the GLA may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Condition 19.

19.2 Compliance with the above shall require the Grant Recipient to keep (and where appropriate to procure that any Subcontractor shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Grant Recipient or Subcontractor and which do not directly relate to any Named Project) in accordance with good accountancy practice with respect to all Named Projects showing in detail:

19.2.1 income (including receipts);

19.2.2 administrative overheads where directly attributed or where apportioned on a pro rata basis;

19.2.3 payments made to Subcontractors;

19.2.4 capital and revenue expenditure;

19.2.5 VAT incurred on all items of expenditure where the Grant Recipient has received grant under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Grant Recipient of such VAT as input tax from HM Revenue & Customs or other competent authority; and

19.2.6 such other items as the GLA may reasonably require to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement,

and the Grant Recipient shall have (and procure that to the extent expressly agreed the Subcontractors shall have) the books of account evidencing the items listed in this Condition available for inspection by the GLA (and any person appointed pursuant to the dispute resolution provisions at Condition 26 to determine a dispute or otherwise authorised by the GLA) upon reasonable notice, and shall submit a report of these to the GLA as and when requested.

20 Information and confidentiality

20.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.

20.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the GLA arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

20.3 The obligations of confidence referred to in this Condition 20 shall not apply to any Confidential Information which:

20.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;

20.3.2 is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;

20.3.3 is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or

- 20.3.4 is independently developed without access to the Confidential Information of the other party.
- 20.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- 20.4.1 to enable the disclosing party to perform its obligations under this Agreement; or
- 20.4.2 by any applicable Law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Grant Recipient acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the GLA may nevertheless be obliged to disclose such Confidential Information; or
- 20.4.3 by any Regulatory Body (including any investment exchange and the Regulator) acting in the course of proceedings before it or acting in the course of its duties; or
- 20.4.4 in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 20.5 Each party shall ensure that all Confidential Information obtained by it under or in connection with this Agreement:
- 20.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
- 20.5.2 is treated as confidential and not disclosed (without the other party's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Agreement;
- 20.5.3 where it is considered necessary in the opinion of the other party, the relevant party shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.
- 20.6 Nothing in this Condition 20 shall prevent either party from:
- 20.6.1 disclosing any Confidential Information for the purpose of:
- (a) the examination and certification of its accounts; or
- (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the GLA has used its resources; or
- 20.6.2 disclosing any Confidential Information obtained from the other party:
- (a) to any other department, office or agency of the Crown or any member of the GLA Group; or
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or

(c) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights obligations or liabilities under this Agreement; or

(d) to any person engaged in providing any services to the GLA for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review,

provided that in disclosing information under any of Conditions 20.6.2(a) to Condition 20.6.2(d) inclusive the GLA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

20.7 Nothing in this Condition 20 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

20.8 The parties to this Agreement are FOIA Authorities and:

20.8.1 are subject to legal duties which may require the release of Information under FOIA and/or EIR; and;

20.8.2 FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.

20.9 The FOIA Authority in receipt of or to receive the RFI (**Relevant FOIA Authority**) shall be responsible for determining in its absolute discretion whether:

20.9.1 any Information is Exempted Information or remains Exempted Information; and/or

20.9.2 any Information is to be disclosed in response to a Request for Information,

and in no event shall any party, other than the Relevant FOIA Authority, respond directly to an RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.

20.10 Subject to Condition 20.11 below, each party acknowledges that the Relevant FOIA Authority may be obliged under FOIA or EIR to disclose Information:

20.10.1 without consulting the other; or

20.10.2 following consultation with the other party and having taken (or not taken, as the case may be) its views into account.

20.11 Without in any way limiting Condition 20.9 or Condition 20.10, in the event that the Relevant FOIA Authority receives an RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.

20.12 Each party will assist and co-operate with the Relevant FOIA Authority as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents contractors and sub-contractors will), at their own cost:

20.12.1 transfer any RFI received by the Relevant FOIA Authority to the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;

- 20.12.2 provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the GLA;
 - 20.12.3 provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the GLA requesting that Information;
 - 20.12.4 permit the Relevant FOIA Authority to inspect such as requested from time to time.
- 20.13 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.
- 20.14 The obligations in this Condition 20 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.
- 20.15 The Grant Recipient acknowledges and agrees that the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of any EIR Exemptions and FOIA Exemptions. The GLA may in its absolute discretion consult with the Grant Recipient regarding any redactions to the Agreement Information to be published pursuant to this Condition 20. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

21 **Data Protection**

- 21.1 The Grant Recipient shall ensure that at all times it complies with its obligations under this Agreement in a manner so as to comply with the Data Protection Legislation and all relevant regulations relating to data protection.
- 21.2 The Grant Recipient warrants and represents that it has obtained all necessary registrations, notifications and consents required by the Data Protection Legislation to Process Personal Data for the purposes of performing its obligations under this Agreement.
- 21.3 The Grant Recipient undertakes that to the extent that the Grant Recipient and/or any of its employees receives, has access to and/or is required to Process Personal Data on behalf of GLA (**GLA's Personal Data**) for the purpose of performing its obligations under this Agreement it will at all times act as if it were a Data Controller and comply with the provisions of the Data Protection Legislation:
- 21.3.1 the Grant Recipient shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the GLA's Personal Data and any person it authorises to have access to any of the GLA's Personal Data will respect and maintain the confidentiality and security of the GLA's Personal Data; and
 - 21.3.2 the Grant Recipient shall allow the GLA to audit the Grant Recipient's compliance with the requirements of this Condition 21 on reasonable notice and/or, at GLA's

request, provide the GLA with evidence of the Grant Recipient's compliance with the obligations within this Condition 21.

- 21.4 The Grant Recipient undertakes not to disclose or transfer any of the GLA's Personal Data to any third party without the prior written consent of the GLA save that without prejudice to Condition 21.3 the Grant Recipient shall be entitled to disclose the GLA's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Grant Recipient to perform its obligations under this Agreement, or to the extent required under a court order.
- 21.5 The Grant Recipient agrees to use all reasonable efforts to assist GLA to comply with such obligations as are imposed on the GLA by the Data Protection Legislation.
- 21.6 The Grant Recipient shall indemnify GLA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the GLA as a result of the Grant Recipient's destruction of and/or damage to or loss of any of GLA's Personal Data processed by the Grant Recipient, its employees, agents, or any breach of or other failure to comply with the obligations in the Data Protection Legislation and/or this Condition 21 by the Grant Recipient, its employees, agents or sub-contractors.
- 21.7 The Grant Recipient undertakes to include obligations no less onerous than those set out in this Condition 21, in all contractual arrangements with agents engaged by the Grant Recipient in performing its obligations under this Agreement to the GLA.

22 Intellectual Property

- 22.1 Subject to Condition 22.5 the Grant Recipient shall, to the extent that it is able to do so without incurring material cost, grant to the GLA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to copy and use (from computer disk or otherwise) all and any Intellectual Property Rights in any, drawings, reports, specifications, calculations and other documents provided by the Grant Recipient or which are or become owned by the Grant Recipient and which relate to the Named Projects, for any purpose relating to this Agreement.
- 22.2 To the extent that any of the data, materials and documents referred to in Condition 22.1 are generated by or maintained on a computer or in any other machine readable format, the Grant Recipient shall if requested by the GLA use its reasonable endeavours (without having to incur material cost) procure for the benefit of the GLA for the duration of this Agreement at the cost of the Grant Recipient the grant of a licence or sub-licence and supply any relevant software and/or database to enable the GLA making such request to access and otherwise use such data for the purposes referred to in Condition 22.1.
- 22.3 Neither party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.
- 22.4 The Grant Recipient shall fully indemnify the GLA within five (5) Business Days of demand under this Condition 22.4 against any action, claim, demand, proceeding, cost, charge or expense arising from or incurred by it by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this Condition 22, any breach by the Grant Recipient of this Condition 22 and against all costs and damages of any kind which the GLA may incur in connection with any actual or threatened proceedings before any court or adjudication body.
- 22.5 The Grant Recipient shall only be entitled to revoke the licence granted to the GLA under Condition 22.1 in the following circumstances and upon the following terms:

22.5.1 on the termination of the whole of this Agreement in circumstances where no Allocated Total Grant has been paid to or utilised by the Grant Recipient; or

22.5.2 on the termination of this Agreement (in whole or in part) in circumstances where some Allocated Total Grant has been paid to or utilised by the Grant Recipient **provided that** nothing in this Condition 22.5.2 shall entitle the Grant Recipient to revoke such licence insofar as it relates to Named Projects in respect of which Named Project Grant has been paid or in respect of which a valid entitlement to claim Named Project Grant has arisen or Fund Proceeds have been used.

23 **Health and Safety and Equality and Diversity**

23.1 The Grant Recipient will comply in all material respects with all relevant Legislation including but not limited to legislation relating to health and safety, welfare at work, equality and diversity, modern slavery and other relevant employment matters and will use reasonable endeavours to procure that all Grant Recipient Parties engaged in the delivery of the Approved Bid do likewise.

23.2 The Grant Recipient confirms that it has, and is in full compliance with, a policy covering equal opportunities designed to ensure that discrimination prohibited by the Equality Act 2010 or which is made on any other unjustifiable basis is avoided at all times and will provide a copy of that policy and evidence of the actual implementation of that policy upon request by the GLA.

23.3 The Grant Recipient shall have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 insofar as its activities under this Agreement could reasonably be deemed to be functions of a public nature for the purposes of that Part.

23.4 To the extent that the GLA is a 'client' for the purposes of the CDM Regulations:

23.4.1 where the Grant Recipient is engaging consultants and a contractor or contractors as Subcontractors to deliver the Named Project the Grant Recipient elects to be the only client in relation to such Named Project; or

23.4.2 where the Grant Recipient is contracting with a developer as a Subcontractor to deliver a Named Project the Grant Recipient shall procure that such developer shall elect to be the only client in relation to the Named Project on or before the date that such project becomes a Named Project,

and the GLA hereby agrees to such election.

23.5 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 23.4.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 23.4.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.

23.6 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations in connection with the Works.

23.7 The Grant Recipient will procure that all its Subcontractors and Professional Team comply at all times with the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations.

24 **Construction Industry Scheme**

24.1 For such time as:

24.1.1 the Grant Recipient continues to be a local authority; and

- 24.1.2 the provisions of paragraph 13040 of Chapter 1 of HM Revenue & Customs' Construction Industry Scheme Reform Manual remain in effect as published at July 2009,

the Grant Recipient warrants to the GLA that since it is a local authority, it is deemed by concession to be certificated as a sub-contractor entitled to receive relevant payments gross under the Construction Industry Scheme set out in Chapter 3 of Part 3 of the Finance Act 2004 and associated regulations (the **CIS**) provided always that if either Condition 24.1.1 or Condition 24.1.2 ceases to hold true at a time when monies remain outstanding from the GLA to the Grant Recipient pursuant to this Agreement then the Grant Recipient shall promptly notify the GLA of such fact and the parties shall take such steps as may reasonably be required to ensure that the CIS is if necessary applied to all such outstanding payments.

25 Assignment and sub-contracting

- 25.1 The GLA will be entitled to transfer or assign all or part of this Agreement.
- 25.2 The Grant Recipient will not be entitled to transfer or assign all or part of this Agreement.

26 Dispute resolution

- 26.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this Condition 26.
- 26.1.1 In the event that the Grant Recipient or the GLA consider that a Dispute exists, such party shall serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this Condition 26.
- 26.1.2 Representatives of the parties shall meet within five (5) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of receipt of a Notice of Dispute.
- 26.1.3 Where either no representatives of both parties are available to meet within the period set out in Condition 26.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Grant Recipient and the GLA (the **Senior Executives**).
- 26.1.4 The Senior Executives shall meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of such referral to attempt to resolve the Dispute. Any unanimous resolution of the Senior Executives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.
- 26.1.5 If the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Executives, such Dispute must be dealt with in accordance with Condition 26.2.
- 26.2 In the circumstances contemplated in Condition 26.1.5, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. The parties agree that:
- 26.2.1 to initiate the mediation a party must give notice in writing (**ADR Notice**) to the other party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR;

- 26.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR Notice; and
- 26.2.3 except where the right to issue proceedings would be prejudiced by a delay, no party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

27 Notices

- 27.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient, (but not by facsimile or electronic mail) or sent by a recorded delivery service addressed in the case of either party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses as either party may from time to time notify to the other in writing provided that such other address is within England and Wales.
- 27.2 Any notice shall be deemed to be given by the sender and received by the recipient:
- 27.2.1 if delivered by hand, when delivered to the recipient;
- 27.2.2 if delivered by a recorded delivery service, three (3) Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

28 Further assurance

- 28.1 At any time upon the written request of the GLA the Grant Recipient:
- 28.1.1 shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be necessary for the purpose of obtaining for the GLA the full benefit of this Agreement and of the rights and powers herein granted; and
- 28.1.2 shall perform and use its reasonable endeavours to procure that any third party performs such acts as may be reasonably required for the purposes of giving full effect to this Agreement.

29 No fetter on statutory functions

Notwithstanding anything apparently or impliedly to the contrary in this Agreement or any of the deeds and documents referred to herein, in carrying out its statutory duties or functions the discretion of the GLA shall not be fettered, constrained or otherwise unlawfully affected by the terms of this Agreement or any such other deed or document.

30 No agency

- 30.1 Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties.
- 30.2 The Grant Recipient shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the GLA and

the Grant Recipient. Neither the Grant Recipient nor any of its employees shall at any time hold itself or themselves out to be an employee of the GLA.

31 Exclusion of third party rights

Except as otherwise expressly provided no person who is not a party to this Agreement shall be entitled to enforce any terms of this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

32 Entire Agreement

32.1 This Agreement and the conditions herein contained together with the Schedules constitute the entire agreement between the parties and may only be varied or modified in writing by deed.

32.2 The Grant Recipient hereby acknowledges that save as set out or referred to in the Agreement there are and have been no representations made by or on behalf of the GLA of whatsoever nature on the faith of which the Grant Recipient is entering into this Agreement.

33 Severability

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

34 Cumulative rights and enforcement

34.1 Any rights and remedies provided for in this Agreement whether in favour of the GLA or the Grant Recipient are cumulative and in addition to any further rights or remedies which may otherwise be available to those parties.

34.2 The parties acknowledge that money damages alone may not properly compensate the GLA for any breach of the Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation in addition to any other rights or remedies the GLA may have in Law, in equity or otherwise the GLA shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

35 Waiver

35.1 Neither the failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 14.1 in any way affects the relevant party's right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

35.2 Where in this Agreement any obligation of a party is to be performed within a specified time that obligation shall be deemed to continue after that time if the party fails to comply with that obligation within the time.

35.3 Any waiver or release of any right or remedy of either party must be specifically granted in writing signed by that party and shall:

35.3.1 be confined to the specific circumstances in which it is given;

35.3.2 not affect any other enforcement of the same or any other right; and

35.3.3 (unless it is expressed to be irrevocable) be revocable at any time in writing.

36 VAT

36.1 Except where expressly stated to the contrary in this Agreement:

36.1.1 the amount of any payment or the value of any supply is expressed exclusive of VAT properly chargeable on it;

36.1.2 where any payment or taxable supply falls to be made pursuant to this Agreement VAT properly chargeable on it will be paid in addition by the recipient of the supply for which payment (if any) is consideration on the provision of a valid VAT invoice for it.

36.2 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be regarded as inclusive of any VAT chargeable thereon.

37 Survival of this Agreement

37.1 Insofar as any of the rights and powers of the GLA provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

37.2 Insofar as any of the obligations of the Grant Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

37.3 Without limitation the provisions of any of Conditions 3, **Error! Reference source not found.**, 6, 9 to 13 (inclusive), 15 to 22 (inclusive), 26, 34, 35, 0, 37 and Schedule 3, such other provisions of this Agreement as are necessary to give effect to such Conditions are expressly agreed by the parties to survive the termination or expiry of this Agreement.

38 London Living Wage

38.1 Without prejudice to any other provision of this Agreement, the Grant Recipient shall (and will ensure that their consultants, contractors and sub-contractors shall):

38.1.1 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

38.1.2 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid less than the amount to which they are entitled in their respective contracts of employment; and

38.1.3 provide to the GLA such information concerning the London Living Wage as the GLA or its nominees may reasonably require from time to time.

39 Execution

This Agreement may be executed:

39.1 by the electronic application of a party's authorised signatory's signature and provision of an electronic copy of the same; and

39.2 in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

40 Governing law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Condition 26 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Acknowledgements, Representations and Warranties

Part 1 - Agreed Principles

- 1 The provisions of this Agreement represent the conditions upon which the GLA:
- 1.1 makes the Allocated Net Grant available to the Grant Recipient; and
- 1.2 permits the Grant Recipient to use the Allocated Fund Proceeds.
- 2 The GLA has made the Allocated Net Grant available and permitted the Grant Recipient to use the Allocated Fund Proceeds on the express understanding that it is applied solely for the purposes of funding the Development Costs in respect of AHP Dwellings which are to be let or sold to individuals as AHP Housing.
- 3 All Fund Proceeds identified in the Named Project Details must be applied solely for the purposes of funding the Development Costs in respect of the relevant Named Project and used in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide.
- 4 All Named Project Grant paid under this Agreement is:
- 4.1 social housing assistance as defined in Section 32(13) of the HRA 2008; and
- 4.2 subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions, and the provisions of Condition 17 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008.
- 5 All Fund Proceeds used for the purposes of funding (in whole or in part) the Development Costs constitute social housing assistance for the purposes of Section 32 of the HRA 2008 and are subject to the terms of the Recovery Determination.
- 6 Any failure by the Grant Recipient to comply with the terms of this Agreement or the occurrence of a Default Event or Withholding Event constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 7 The terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (mutatis mutandis).
- 8 The Grant Recipient must hold Registered Provider status at the point at which any AHP Rent Dwelling, LLR Dwelling or Nil Grant Unit provided pursuant to this Agreement is made available for rent.
- 9 Without prejudice to any other term of this Agreement, the parties expressly acknowledge that:
- 9.1 a London Affordable Rent set at the Benchmark Rent Level pursuant to this Agreement constitutes an "Affordable Rent" for the purposes of the Rent Standard;

9.2 any LLR Dwellings delivered pursuant to this Agreement constitute "intermediate rent accommodation" for the purposes of the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016.

10 The aggregate of the First Tranche Grant and the Second Tranche Grant in each Named Project will represent one hundred per centum (100%) of the Named Project Grant.

11 The Grant Recipient will not advance or on-lend any Total Project Grant to a third party (in whole or in part).

Part 2 - Representations and Warranties

1 Powers, vires and consents

- 1.1 It has the power to enter into and to exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under this Agreement.
- 1.2 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Approved Bid or any Named Project.
- 1.3 Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.
- 1.4 The execution, delivery and performance by it of this Agreement do not:
- 1.4.1 insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
 - 1.4.2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
 - 1.4.3 contravene or conflict with standing orders or other constitutional documents binding upon it (as applicable) from time to time.
- 1.5 All consents, required by it in connection with the execution, delivery, issue, validity or performance or enforceability of this Agreement have been obtained and have not been withdrawn.
- 1.6 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.
- 1.7 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Approved Bid or any Named Project.
- 1.8 It has not committed any Prohibited Act.

2 Deliverability

- 2.1 It has obtained or will by Practical Completion of a Named Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.
- 2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.
- 2.3 No Default Event has occurred and is continuing.

- 2.4 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.5 It has informed the GLA of any material change that has occurred since:
- 2.5.1 the date of submission of the proposed Approved Bid prior to the date of this Agreement; and
- 2.5.2 the Approved Bid, as the same may be amended, added to, supplemented, substituted or varied in accordance with this Agreement, on each occasion of its amendment, addition, supplementation, substitution or variation of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.7 The level of rent for any LAR Dwellings will be set at or below the Benchmark Rent Levels, or at a Social Rent or an Affordable Rent (as applicable and set out on OPS). The level of rent for any LLR Dwellings will be set at the LLR Rent Levels and the Grant Recipient will review and, if applicable, adjust the rent of any LLR Dwelling in accordance with Condition 10.4.3 each Financial Year.
- 2.8 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Approved Bid or this Agreement is accurate.
- 2.9 The Grant Recipient will own and be the landlord of the AHP Rent Dwellings and the LLR Dwellings to be provided pursuant to this Agreement.

3 Application of Approved Bid Capacity

- 3.1 Other than any Nil Grant Units, none of the AHP Dwellings provided pursuant to this Agreement are being subsidised by RTB Funds.
- 3.2 Save where expressly agreed by the GLA, no Named Project which is a Section 106 Project is being subsidised by Named Project Grant or Fund Proceeds.
- 3.3 Save where expressly agreed by the GLA, all AHP Dwellings have been let or disposed of (as applicable) in accordance with the terms of the Approved Bid.
- 3.4 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Approved Bid (including, inter alia, all projected Start on Site and Practical Completion dates) is capable of being delivered without the need for a change to the Approved Bid.
- 3.5 The Grant Recipient will comply with the Good Practice Guide to Estate Regeneration where applicable.

4 Authority of Grant Recipient's Representative

The Grant Recipient's Representative is empowered to act on behalf of the Grant Recipient for all purposes connected with this Agreement.

5 Propriety

5.1 No member, employee, agent or consultant of the Grant Recipient or of any partner organisation of the Grant Recipient has any personal, proprietary or pecuniary interest in:

5.1.1 any person from whom the Grant Recipient is purchasing land or property for the purposes of or in connection with this Agreement;

5.1.2 any contractor engaged or to be engaged by the Grant Recipient in connection with this Agreement;

5.1.3 any land or other property to be acquired or developed refurbished or improved by the Grant Recipient for the purposes of or in connection with this Agreement.

5.2 No member, employee, agent or consultant of the Grant Recipient or any partner organisation of the Grant Recipient is, has or will be entitled to any preferential treatment by virtue of their position or associations whether in terms of:

5.2.1 access to properties developed, Rehabilitated or, disposed of pursuant to this Agreement; or

5.2.2 the prices at which such properties are let or disposed of.

6 Local Government Act 1999

The Grant Recipient is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued.

7 Local Government Finance Act 1988

No Section 114 Report has been made nor is the Grant Recipient aware of any circumstances which would give rise to the making of a Section 114 Report.

Schedule 2

Development Costs

Part 1

Development Costs

Heads of expenditure

1 Acquisition

- 1.1 Purchase price of land/Site/buildings.
- 1.2 Stamp Duty Land Tax on the purchase price of land/Site.

2 Works Costs

- 2.1 Main works contract costs (excluding any costs defined as on costs).
- 2.2 Major Site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition.
- 2.3 Statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such works) where applicable.
- 2.4 Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.
- 2.5 Irrecoverable VAT on the above (where applicable).

3 On costs

- 3.1 Legal fees and disbursements.
- 3.2 Net gains/losses via interest charges on development period loans.
- 3.3 Building society or other valuation and administration fees.
- 3.4 Fees for building control and Planning Permission.
- 3.5 Fees and charges associated with compliance with the applicable Law, and the GLA's requirements relating to energy rating of dwellings and Eco-Homes certification.
- 3.6 In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note below).
- 3.7 Insurance premiums including building warranty and defects/liability insurance (except contract insurance included in Works costs).
- 3.8 Contract performance bond premiums.
- 3.9 Borrowing administration charges (including associated legal and valuation fees).

- 3.10 An appropriate proportion of the Grant Recipient's development and administration costs.
- 3.11 Irrecoverable VAT on the above.

Note 1

Where the development contract is a design and build contract, the on-costs are deemed to include the builder's design fee element of the contract sum. The amount included by the builder for design fees should be deducted from the Works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and Planning Permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as Development Costs unless the Grant Recipient can clearly demonstrate that such costs are properly chargeable to the housing development, i.e. for the sole use of the residents or to comply with any statutory obligations that may have been imposed.

Examples of these are as follows:

- works to any roads which do not exclusively serve the housing development;
- landscaping to areas of land which lie outside the boundaries of the Site;
- district heating systems;
- trunk sewers and sewage disposal works;
- special refuse treatment buildings;
- public conveniences;
- community halls, club rooms, recreation rooms.

Note 3

Subject to the above, where any cost incurred or to be incurred by the Grant Recipient is common both to the development of the AHP Dwellings within any Named Project and to any other activity, asset or property of the Grant Recipient, only such part of that cost as is attributable to the development of the AHP Dwellings may be treated as a cost in respect of which grant under this Agreement may be paid.

Part 2

Costs which are not Development Costs

Capital costs incurred:

- 3.12 Which are not eligible for social housing assistance as defined in Section 32(13) of the HRA 2008;
- 3.13 On land (forming part of the total site acquired) which will not be used exclusively for housing provision purposes directly related to the Named Project;
- 3.14 On estate offices, factories, letting offices;
- 3.15 On stores;
- 3.16 On medical or dental surgeries, clinics;
- 3.17 On police stations, public libraries, bus shelters;
- 3.18 On shops, restaurants, public houses, offices;
- 3.19 On transformer and other related buildings;
- 3.20 On maintenance depots, tools, plant and vehicles;
- 3.21 On garages (other than integral garages on market purchase scheme types) and greenhouses; and
- 3.22 On separate commercial laundry blocks and related equipment.

Schedule 3
Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref
Your ref
Date
Email address

Greater London Authority
City Hall
Kamal Chunchie Way
London
E16 1ZE

To: Greater London Authority (the **GLA**)

Dear Sirs,

Legal Opinion re Grant Agreement and related matters

I refer to the proposed Grant Agreement to be entered into between [] (the **Council**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing affordable housing which is dated on or about the date hereof. In connection with the giving of this opinion, I have examined:

- (a) the Agreement in its final form prior to execution and delivery thereof by the Council;
- (b) the Council's Standing Orders for approving entry into and the execution and delivery of deeds by the Council and for the delegation of its authority and the powers of the Council's Executive;
- (c) such other documents I consider appropriate for the purposes of giving this opinion.

I do not express any opinion as to, nor have I investigated the law of any jurisdiction other than England.

I am of the opinion that, as at the date hereof, as a matter of English law, the Council has the power and authority to enter into, observe and perform the terms and obligations on its part to be observed and performed by it under the Agreement and has taken all necessary action and has obtained all relevant consents and approvals (statutory or otherwise) to authorise the execution and delivery of the Agreement and the performance and validity of the obligations under it.

Neither the execution and the delivery of, nor the performance by the Council of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or agreement

binding on the Council, and the Agreement constitutes a valid and legally binding obligation on the Council enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Council.

The above opinions are subject to the reservation that under English law, the power of the court to order or pursue performance of an obligation and any other equitable remedies is discretionary and, accordingly, an English court might make an award of damages where specific performance of an obligation at work or remedy is sought.

This opinion is given by virtue of my position as Solicitor to the Council and is only given as the holder of that office. I am not giving this opinion in a personal capacity, nor do I accept any private or personal liability for any error or omission in it or which may arise therefrom and the recipient, in seeking to place reliance on the contents of this letter, must duly acknowledge the same if any error or omission is later to be found. This opinion is addressed to the GLA and is solely for its benefit. It may not be disclosed to or relied upon by any other person or made public in any way without my prior consent. This opinion is limited to matters addressed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

Council Solicitor

There follows the specimen signatures and titles of those who will or may attest the execution as a deed of the Agreement referred to above¹.

Name	Title	Specimen Signature

¹ Please note that the Legal Opinion will not be in a form satisfactory to the GLA unless the person executing the Agreement is identified in this table.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[**EXECUTED** and delivered)
for and on behalf of the)
GREATER LONDON AUTHORITY by:)

Authorised Signatory

.....

NAME (BLOCK)

.....

Position

.....

Authorised Signatory

.....

NAME (BLOCK)

.....

Position]

EXECUTED as a **DEED** by affixing)
the common seal of the Council of the)
London Borough of Ealing)
in the presence of:)

Authorised signatory

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Report for: ACTION
Item Number:

Contains Confidential or Exempt Information	NO
Title	Stanhope Primary School Redevelopment
Responsible Officer	Tamara Quinn, Assistant Director, Planning, Resources and Service Development, Ext. 8444, E-mail: TQuinn@ealing.gov.uk
Author	Laurence Field, Ext. 5425, E-mail: fieldl@ealing.gov.uk
Portfolio	Cllr Kamaljit Kaur Nagpal, A Fairer Start
For Consideration By	Cabinet
Date to be Considered	15 June 2022
Implementation Date if Not Called In	28 June 2022
Affected Wards	All
Keywords/Index	Stanhope Primary School; Ealing Education Centre; Redevelopment; Invite and Evaluate Tenders.

Purpose of Report:
 The purpose of the report is to update Cabinet on the proposed redevelopment of Stanhope Primary School, funded from multiple funding sources including capital receipt generated by the release of land on the site for residential development. The scheme was approved into the capital programme by Cabinet in February 2019. This report sets out the work undertaken to date to assess the viability, benefits and implications for the project.

The reason behind the proposal for redeveloping the school is that the school requested that the Council look at alternative routes to secure a rebuild of the school following unsuccessful nomination through central Government funded rebuilding programmes. The 100-year old accommodation provides a very poor educational environment, the school roll has fallen, and the site is sufficiently large to enable some residential development if the sprawling single-storey school buildings are redeveloped into a smaller multi-storey footprint. The proposal is to rebuild the school on the site and rationalise the school into a multi-storey building to replace the current single storey school which has a limited remaining lifespan and significant capital condition works requirements.

1. Recommendations

It is recommended that Cabinet:

- 1.1** Notes the update provided in this report relating to the proposed redevelopment of Stanhope Primary School, which was incorporated into the capital programme by Cabinet in January 2019;
- 1.2** Authorises the Assistant Director: Planning, Resources and Service Development to further develop proposals for a rebuild of the school;

- 1.3** Authorises the Assistant Director: Planning, Resources and Service Development to undertake consultation with required stakeholders on the proposals;
- 1.4** a) Agrees, subject to the outcome of public consultation, to an application being submitted for the consent required from the Secretary of State, for the appropriation of land for residential purposes to generate capital funding towards the rebuild of the school;
- b) Notes that further report will be presented to Cabinet following the activities in 1.4 a), for Cabinet to decide whether to proceed with the appropriation of land for residential purposes;
- 1.5** Notes that the site is shared with the Ealing Education Centre (EEC) which provides training and continuing professional development (CPD) for school staff, and that EEC would move to an alternative site, yet to be confirmed;
- 1.6** Authorises the Assistant Director Planning, Resources and Service Development:
- a. to invite and evaluate tenders or run a mini-competition via a framework or dynamic purchasing system for the pre-construction services agreement to develop proposals for redevelopment works at Stanhope Primary School at an estimated value of £0.6m, to be for a period of 12 months, funded from the Stanhope Primary School Rebuild budget in the schools capital programme;
- b. to invite and evaluate tenders or run a mini-competition via a framework or dynamic purchasing system for any enabling and temporary accommodation works required for the redevelopment works at Stanhope Primary School, funded from the Stanhope Primary School Rebuild budget in the schools capital programme;
- c. to submit any planning applications required to progress with the redevelopment of the school.
- 1.7** Delegates to the Assistant Director: Planning, Resources and Service Development to seek all necessary Planning and Statutory Approvals for the schemes described in this report.
- 1.8** Notes that contracts will not be entered into until further approval has been obtained.

2. Reason for Decision and Options Considered

- 2.1** The decisions are required to enable the Council to progress with plans to rebuild Stanhope Primary School.
- 2.2** Under the Council's Constitution, Cabinet approval is required to proceed with schemes over £5m per annum in value, Portfolio Holder approval is required in order to proceed with schemes between £0.500m and £5m per annum, and the schemes up to £0.500m per annum fall within Director delegated powers.

3. Key Implications

- 3.1** Stanhope Primary School is a community primary school, including nursery. It currently serves approximately 350 pupils aged between three and 11. The school

roll was increased from two forms of entry (2FE) to three (3FE) commencing in 2009 to reflect the significant increase in demand for primary school places that followed. The number of pupils on roll rose to 623 in autumn 2013. This has since declined allowing for a reduction in size from three forms of entry (3FE) back to two (2FE). The site is in Council ownership.

- 3.2** The main buildings at Stanhope Primary School (SPS) and Ealing Education Centre (EEC), which share the site, date from around 1920, with the school's administration and kitchen facilities in concrete framed/block clad hipped buildings from around 1940. Considerable planned works have taken place to attend to elements of the buildings such as heating boilers and distribution, water services, windows, and roofing, to keep the buildings operational. The educational environment provided by the accommodation remains, however, very poor.
- 3.3** A bid was put forward to DfE in 2011 for funding to rebuild the school through DfE's Priority School Building Programme (PSBP) but the programme was heavily oversubscribed, and the bid was not successful. A further bid was explored through the subsequent second round of PSBP in 2014 but the buildings did not meet the criteria. The Council has also nominated the school for consideration for a rebuild through the DfE's latest School Rebuilding Programme nomination round. DfE advise that they will announce the schools selected from this round in due course. One Ealing school was rebuilt through the 2011 and 2014 rounds, out of around 10 applications/nominations. In the event the nomination through the DfE's latest School Rebuilding Programme round is successful, the implications and effect on the current proposals will be assessed with DfE, and details included in a later report to Cabinet.
- 3.4** The school approached the Council in 2017 to explore alternative routes to securing a rebuild. With mainstream capital funding limited for projects of this type, a cross subsidy solution, which would unlock value from existing site, could provide a suitable financing solution. A proposal was put together to generate capital receipt from the site to redevelop the buildings. The school is on a large site and in sprawling single-storey buildings. Redevelopment of the school buildings into a much smaller footprint in a new multi-storey building frees up an area of the site to be made available for residential housing development, which in turn generates capital funding towards the rebuild of the school.
- 3.5** Cabinet, in February 2019, approved the inclusion of the scheme in the capital programme for the rebuild of Stanhope Primary School, funded from capital receipt generated through sale of land on the school's site and section 106.
- 3.6** Ealing Education Centre is located at the front of the site and provides training and continuing professional development for Ealing schools' staff. The service moved online during Covid-19 and, following consultation with service users, now provides a mixed 'in-person' and virtual offer. The Mansell Road building is larger than the service now requires and is in similar poor quality accommodation to Stanhope Primary School. Alternative locations within existing education accommodation are being investigated to provide higher quality accommodation in smaller accommodation that reflects the change in service provision, and has lower associated running costs.
- 3.7** In relation to the proposed residential development, the Mayor of London confirmed at the end of August 2021 that the Council and BLRP has been awarded £110m from the GLA's new Affordable Homes Programme 2021-2026, committing the Council to building an additional 1,032 affordable homes by 2026.

The successful bid included an indicative proposal for new homes on part of the Stanhope Primary School site.

3.8 The school site and playing field land is designated as education land and is owned by the Council.

The disposal will require consent under Section 77 of the Schools Standards and Framework Act 1998 and Part 1 of Schedule 1 to the Academies Act 2020. Once the area of land to be disposed of has been defined, a consultation process will be undertaken in accordance with requirements relating to school land transactions. Subject to the outcome of the consultation process, an application must be submitted to the DfE providing details of the proposals for DfE to consider the application, requesting additional information from the Council if required, and the Secretary of State for Education to then issue a decision.

A transfer to BLRP would be required for development (subject to the disposal meeting s123 of the Local Government Act 1972 or s233 of the Town & Country Planning Act 1990 as appropriate). Transfer of the land would take place following receipt of planning permission (anticipated September 2023).

The Stanhope/EEC site is a large site. It is proposed that the area retained by Stanhope Primary School meets DfE Building Bulletin guidance. The school is very supportive of the proposals. The school has undertaken informal consultation with the school community. Formal consultation will be undertaken as required in relation to the disposal application.

3.9 Issues and risks:

- Consultation on proposals to dispose of an area of the site in accordance with the school land transactions guidance
- Early DfE approval for disposal of land designated within the wide definition of 'playing field' to secure funding to enable the redevelopment of the school;
- There is a strong policy presumption against the loss of land from the educational estate, which should always be a last resort. This presumption is particularly strong in the case of playing field land. In the case of Stanhope, a number of alternative routes have been explored to enable the school's desired rebuild but none have been successful. In relation to the loss of playing field, the grassed playing field is proposed to be retained in full. Hard play area designated as playing field is proposed to be maximised by rebuilding the school on a much smaller footprint than the existing single-storey building, which enables a much more efficient use of the site area.
- If DfE accept the school into the new School Rebuilding Programme, the approach to delivery of the project would need to be reviewed and any recommended changes to the approach would be reported to Cabinet for a decision.
- Capital funding from land released for residential development;
- Relocation of EEC which shares the site;
- New school building opening 3-4 years away.

4. Financial

4.1 Approval was given by Cabinet in February 2019 to include the rebuild of Stanhope Primary School in the capital programme.

4.2 The full current funding stream the scheme falls under is summarised in **Table 1** below.

Table 1: Funding stream for Stanhope Primary School Rebuild (Adapted from February 2022 Budget Strategy and MTFs 2021/22 to 2023/24 Cabinet Report Appendix 7 Capital Programme 2020/21 to 2025/26)

The Cabinet report is available on the Council's website at the following address:
<http://ealing.cmis.uk.com/ealing/Meetings/tabid/70/ctl/ViewMeetingPublic/mid/397/Meeting/6184/Committee/3/Default.aspx>

Scheme	Funding Source	2021/22 £m	2022/23 £m	Total 2020-23 £m
STANHOPE PRIMARY SCHOOL REBUILD	Capital Receipt	-	17.878*	17.878*
STANHOPE PRIMARY SCHOOL REBUILD	S106	0.078	0.302	0.380
Total		0.078	18.170	18.170

*Note that the indicative capital for Stanhope from disposal of land for residential development is £8.120m

4.3 The Council's Projects Delivery Unit will manage the budget and the overall programme will be carefully monitored. Financial risks will be added to the risk register for the project as detailed in item 8.

5. Legal

5.1 The disposal of school playing field land by a Local Authority needs the consent of the Secretary of State under BOTH section 77 of the School Standards and Framework Act 1998 and Part 1 of Schedule 1 to the Academies Act 2010. The legislation requires the Secretary of State's consent and therefore there should be no disposal of land, commencement of any works, or anticipate any future proceeds until written notification of the Secretary of State's decision has been received.

5.2 Prior to applying for Secretary of State approval the Local Authority has a statutory duty to consult on the proposals. Only following this public consultation can a decision be taken that the land is to be disposed of and Secretary of State approval sought.

5.3 The contracts for the building works described in this report will be let in accordance with the Council's Contract Procedure Rules and the Public Contract Regulations 2015 (as amended) as applicable.

5.4 Section 14 of the Education Act 1996 establishes that the Council holds a statutory duty to ensure that there are sufficient school places in their area, to promote high educational standards, to ensure fair access to educational opportunity and to promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area and promote diversity and increase parental choice.

5.5 The Education Act 1996 places a duty on the Secretary of State to prescribe standards for the premises of all maintained schools in England and Wales. Those for England are set out in The School Premises (England) Regulations 2012 (SPRs) supported by non-statutory guidance [Advice on Standards for Schools Premises March 2015](#).

5.6 These Regulations require that maintained schools have suitable facilities for the hygiene, health and welfare of students.

6. Value For Money

Specifications for the PCSA and works will be prepared by the Council's in-house technical team and tenders will be obtained and evaluated in accordance with the Council's Contract Procedure Rules. The specifications will be designed to meet statutory requirements and provide value for money, whilst also taking account of longevity (life cycle), quality, energy saving and maintenance.

During the execution of the project, regular progress review meetings will be held to ensure the project is being executed to approved budgets and timescales.

7. Sustainability Impact Appraisal

The proposals will include an assessment of the impact on sustainability as outlined within the Council's procurement policies.

8. Risk Management

There are established processes for managing Capital projects and risks are identified as part of the project management process. The tendering process will comply with best practice and be fully compliant with the Council's Contract Procedure Rules and the requirements under the Public Contracts Regulations 2015 (as amended) as appropriate. A Risk Register will be prepared for the project and will be updated and managed until completion of the project.

9. Community Safety

None

10. Links to the 3 Priorities for the Borough

The project is linked to 'Fighting inequality - that blights too many lives and disproportionately holds back all too many people from achieving their dreams and aspirations.' priority.

11. Equalities, Human Rights and Community Cohesion

An Equalities Assessment has been carried out for the projects described in this report.

12. Staffing/Workforce and Accommodation implications:

None.

13. Property and Assets

This report deals with schools' property and assets.

14. Any other implications:

None

15. Consultation

Consultation has taken place with the Portfolio Holder. Extensive consultations have been/will be carried out with the relevant schools, partner consultants and contractors on the projects described in this report.

16. Timetable for Implementation

Cabinet Approval in principle	15 th June 2022
Land disposal approval process including consultation and application for Secretary of State for Education consent	Summer/Autumn 2022
Tender invitations and evaluations	Autumn 2022
Award of PCSA	Winter 2022/2023
Conclusion of PCSA and Cabinet decision on award of main works contract	Winter 2023/2024
Completion of School Rebuild	Spring 2025

17. Appendices

Appendix A: EAA

18. Background Information

- DfE Advice on standards for school premises for local authorities, proprietors, school leaders, school staff and governing bodies (March 2015)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/410294/Advice_on_standards_for_school_premises.pdf

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Cllr Kamaljit Kaur Nagpal	Portfolio Holder, A Fairer Start	12/5/22		
Judith Finlay	Executive Director Children, Adults & Public Health	12/5/22		
Tamara Quinn	Assistant Director Planning, Resources and Service Development	12/5/22		
Justin Morley	Head of Legal Services (Litigation)	6/5/22		
Kathleen Ennis	Principal Lawyer (Housing and Social Care)	6/5/22	19/5/22	Throughout
Chuhr Nijjar	Senior Contracts Lawyer	6/5/22	19/5/22	1
Russell Dyer	Assistant Director, Accountancy	6/5/22		
Craig McDowell	Category Lead (People)	6/5/22		
Katherine Ball	Finance Manager – Capital and Projects	6/5/22		
Stephen Bell	Finance Manager – Children and School Services	6/5/22		
Adam Towle	Principal Project Manager Housing Development	12/5/22	13/5/22	1,4
External				
	eg voluntary organisation			

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Laurence Field, Programme Manager; Ext. 5425

Equalities Impact Assessment

1. Proposal Summary Information

EAA Title	Stanhope Primary School Rebuild
Please describe your proposal?	Scheme: Stanhope Primary School Rebuild
Is it HR Related?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Corporate Purpose	Cabinet Decision

1. What is the Initiative/Function/Policy/Project/Scheme (pick one) looking to achieve? Who will be affected?

Seeks Cabinet approvals in relation to the proposed Stanhope Primary School Rebuild including approval to invite and evaluate tenders or run a mini-competition via a framework or dynamic purchasing system for the pre-construction services agreement to develop proposals for redevelopment works.

2. What will the impact of your proposal be?

The impact of the Stanhope Primary School proposal is to provide new, good quality school facilities to serve the local community.

2. Impact on Groups having a Protected Characteristic

AGE: *A person of a particular age or being within an age group.*

State whether the impact is positive, negative, a combination of both, or neutral: **Positive**

Describe the Impact

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Neutral impact. There are no negative effects anticipated to this group.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

DISABILITY: <i>A person has a disability if s/he has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities¹.</i>
State whether the impact is positive, negative, a combination of both, or neutral: Positive
Describe the Impact
Neutral impact. There are no negative effects anticipated to this group.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

GENDER REASSIGNMENT: <i>This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.</i>
State whether the impact is positive, negative, a combination of both, or neutral: Neutral
Describe the Impact
Neutral impact. Persons who are undergoing gender reassignment or consider themselves to be trans, transgender and transsexual may have children at, or intending to attend, the school.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

RACE: <i>A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.</i>

¹ Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

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State whether the impact is positive, negative, a combination of both, or neutral: Neutral
Describe the Impact
Neutral impact. Places at the school are available to all, and there is no discrimination by race, ethnic origins or nationality.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

RELIGION & BELIEF: <i>Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.</i>
State whether the impact is positive, negative, a combination of both, or neutral: Neutral
Describe the Impact
The school is open to young people of all religions and beliefs, and there would be no negative impact to people of any faith or belief as a result of this proposal.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

SEX: <i>Someone being a man or a woman.</i>
State whether the impact is positive, negative, a combination of both, or neutral: Neutral
Describe the Impact
Neutral effect identified in terms of the above recommendations.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

SEXUAL ORIENTATION: <i>A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes.</i>
State whether the impact is positive, negative, a combination of both, or neutral: Neutral
Describe the Impact
No differential impact on people based on sexual orientation so neutral impact identified.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

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PREGNANCY & MATERNITY: <i>Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.</i>	
State whether the impact is positive, negative, a combination of both, or neutral: Neutral	
Describe the Impact	
There should be a neutral impact on pregnancy & maternity.	
Alternatives and mitigating actions which have been considered in order to reduce negative effect:	
Describe the Mitigating Action	
No negative effect identified.	

MARRIAGE & CIVIL PARTNERSHIP: <i>Marriage: A union between a man and a woman. or of the same sex, which is legally recognised in the UK as a marriage Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.</i>	
State whether the impact is positive, negative, a combination of both, or neutral: Neutral	
Describe the Impact	
There should be a neutral impact on marriage & civil partnership.	
Alternatives and mitigating actions which have been considered in order to reduce negative effect:	
Describe the Mitigating Action	
No negative effect identified.	

3. Human Rights²
4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The proposal links to article 28 (right to education) as defined by the UN Convention on the Rights of a Child. The Act facilitates the education of the most educationally and physically disabled children. It supports high aspirations and plans around the child. This provision will enhance the education and life chances of such children.

² For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

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4. Conclusion

The proposals will not disadvantage any group or individual with a protected characteristic. The proposal will have a positive impact for children with Special Educational Needs, specifically with needs on the Autistic Spectrum or related Speech, Language and Communications needs.

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

SEN Code of Practice; Special Educational Needs and Disability Regulations 2014; Children and Families Act 2014; Early Years Census Data reports; Connexions data on attendance at Ealing Youth Centres.

5. Action Planning: (What are the next steps for the proposal please list i.e. what it comes into effect, when migrating actions³ will take place, how you will measure impact etc.)

Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)

Additional Comments:

No mitigating actions to be taken.

6. Sign off: (All EAA's must be signed off once completed)

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal (Signed off by directorate HR officer)
Signed:  Name (Block Capitals): L M FIELD Date: 12 th May 2022	Signed:  Name (Block Capitals): T QUINN Date: 12 th May 2022	Signed: Name (Block Capitals): Date:

For EA's relating to Cabinet decisions: received by Committee Section for publication by (date):

Appendix 1: Legal obligations under Section 149 of the Equality Act 2010:

³ Linked to the protected characteristics above

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- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.

Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.