

**Time and Date**

2.00 pm on Tuesday, 8th March, 2016

Place

Committee Rooms 2 and 3 - Council House

Public business

1. **Apologies**
2. **Declarations of Interest**
3. **Minutes** (Pages 3 - 22)
 - (a) To agree the minutes from the meeting of Cabinet on 9th and 23rd February 2016
 - (b) Matters arising
4. **Minor Civil Engineering Works Framework for Highways** (Pages 23 - 28)

Report of the Executive Director of Place
5. **2016/17 Transportation and Highway Maintenance Capital Programme** (Pages 29 - 56)

Report of the Executive Director of Place
6. **Plas Dol-y-Moch: Investing in Outdoor Education for Coventry's Children and Young People** (Pages 57 - 74)

Report of the Executive Director of People
7. **Academies Act 2010 - Grant of Long Leases to Proposed Academy Conversion of Finham Primary School** (Pages 75 - 162)

Report of the Executive Director of Place
8. **Annual Pay Policy Statement 2016/2017** (Pages 163 - 170)

Report of the Executive Director of Resources
9. **Information Management Strategy** (Pages 171 - 182)

Report of the Executive Director of Resources

10. **MIPIIM 2016 - Authority for Attendance 15th - 18th March 2016** (Pages 183 - 194)
Report of the Executive Director of Place
11. **Outstanding Issues** (Pages 195 - 198)
Report of the Executive Director, Resources
12. **Any other items of public business which the Chair decides to take as a matter of urgency because of the special circumstances involved.**

Chris West, Executive Director, Resources, Council House Coventry

Monday, 29 February 2016

Note: The person to contact about the agenda and documents for this meeting is Lara Knight / Michelle Salmon, Governance Services, Tel: 024 7683 3237 / 3065, Email: lara.knight@coventry.gov.uk / michelle.salmon@coventry.gov.uk

Membership: Councillors R Brown (Deputy Cabinet Member), D Gannon, D Kershaw, A Khan (Deputy Chair), R Lancaster, A Lucas (Chair), E Ruane, F Abbott, K Maton, K Caan, J McNicholas (Deputy Cabinet Member), J Clifford (Deputy Cabinet Member), S Thomas (Deputy Cabinet Member) and R Auluck (Deputy Cabinet Member)

By invitation Councillors A Andrews and J Blundell (non-voting Opposition representatives)

Please note: a hearing loop is available in the committee rooms

If you require a British Sign Language interpreter for this meeting
OR if you would like this information in another format or language please contact us.

**Lara Knight / Michelle Salmon, Governance Services,
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Public Document Pack Agenda Item 3

Coventry City Council

Minutes of the Meeting of Cabinet held at 2.00 pm on Tuesday, 9 February 2016

Present:

Members: Councillor A Lucas (Chair)
Councillor F Abbott
Councillor D Gannon
Councillor D Kershaw
Councillor A Khan (Deputy Chair)
Councillor R Lancaster
Councillor K Maton
Councillor E Ruane

Non-Voting Opposition Members: Councillor A Andrews
Councillor J Blundell

Deputy Cabinet Members: Councillor R Brown
Councillor J Clifford

Other Members Councillor Bailey
Councillor Birdi
Councillor Crookes
Councillor Noonan

Employees (by Directorate):

Chief Executive's M Reeves (Chief Executive), F Collingham

People G Quinton (Executive Director)

Place M. Yardley (Executive Director), D Cockroft, R Moon, A Simpson

Resources B Hastie, H Lynch, P Jennings, L Knight, M Salmon

Apologies: Councillor R Auluck
Councillor K Caan
Councillor J McNicholas
Councillor S Thomas

Public Business

107. **Declarations of Interest**

There were no disclosable pecuniary interests made.

108. **Minutes**

The minutes of the meetings held on 5th and 12th January 2016 were agreed and signed as true records. There were no matters arising.

109. **Exclusion of Press And Public**

RESOLVED that the Cabinet agrees to exclude the press and public under Section 100(A)(4) of the Local Government Act 1972 relating to the private reports in minutes 117 headed “Leasehold Disposal of Land at Cox Street” and 118 headed “Belgrade Plaza Development” on the grounds that these reports involve the likely disclosure of information defined in Paragraph 3 of Schedule 12A of the Act, as they contain information relating to the financial affairs of a particular person (including the authority holding that information) and in all circumstances of the cases, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

110. **2015/16 Third Quarter Financial Monitoring Report (to December 2015)**

The Cabinet considered a report of the Executive Director of Resources that advised of the forecast outturn position for revenue and capital expenditure and the Council’s treasury management activity as at the end of December 2015. The headline revenue forecast for 2015/16 was an overspend of £3.3m. At the same point in 2014/15 there was a projected underspend of £0.6m.

The overall revenue position incorporated a headline overspend of £8.5m within the People Directorate, the majority of which related to Adult Social Care Community Purchasing budgets. These were offset to some degree by underspends within the corporate Asset Management Revenue Account.

Capital spending is projected to be £114.6m for the year. This represents a net decrease of £3.8m on the £118.4m reported at the second quarter. The Programme comprises £2.5m approved net additions to the programme and £6.3m rescheduling of expenditure into 2016/17.

RESOLVED that the Cabinet:

- 1) **Approves the forecast revenue overspend at Quarter 3.**
- 2) **Approves the revised capital estimated outturn position for the year of £114.6m incorporating £2.5m net increase in spending relating to approved/technical changes, detailed in Appendix 2 to the report, £6.3m net rescheduling of expenditure into 2016/17, detailed in Appendix 4 to the report and £0.2m net overspend, detailed in Appendix 5 to the report.**

111. **Coventry's Bid for UK City of Culture 2021 - Progress Update (December 2015)**

The Cabinet considered a report of the Executive Director of Place that provided an update on the current position in relation to Coventry’s bid for UK City of Culture 2021.

The UK City of Culture programme was developed by the Government to build on the successes that Liverpool enjoyed as the UK’s second European Capital of Culture in 2008, through giving more cities the opportunity to access the benefits

derived from bidding for a prestigious cultural title and the opportunity to be centre stage nationally. The UK City of Culture programme was focussed on creating a national cultural event, spread over the course of a title year, concentrated in a particular city or area. Derry-Londonderry was the first city to be awarded the UK City of Culture title for 2014 and Hull would be the second UK City of Culture in 2017.

In March 2015, the Department of Culture, Media and Sport (DCMS) announced that the competition for title of UK City of Culture 2021 would be held in 2017.

On 14th July 2015, the Council approved that Coventry City of Culture Steering Group lead development of a whole-city bid for the title of UK City of Culture 2021, in doing so putting together a realistic and credible bid budget and creating a special delivery vehicle to manage the bid process. Council further agreed that the Steering Group would report back to Cabinet on progress.

The report indicated that since July, the Steering Group had been joined by a Fundraising Advisory Group, a Communications Group and a Research Group, to develop the work programmes that would be essential to a successful bid. The report further outlined the current position in relation to the team supporting the work of the Steering Group, the research being undertaken, fundraising and marketing and communications work.

The Cabinet were advised that six workshops had been undertaken in various settings to develop the vision and narrative for the bid, including two with young people hosted by the Positive Youth Foundation and EGO. The City of Culture Trust also hosted two open events to explain what the City of Culture was and this was attended by over 150 people.

It was noted that a number of other cities including Sunderland, Paisley, Perth and Hereford had declared their intention to submit a bid and it was anticipated that there would be further announcements in the coming months. The next steps and timetable for further work in relation to the bid were also noted.

In considering the content of the report, the Cabinet were satisfied that they did not need to submit any recommendations of points for consideration to the Steering Group.

RESOLVED that the Cabinet:

- 1) Notes and endorses progress reported by the Coventry City of Culture Steering Group in developing the City's bid for UK City of Culture 2021.**
- 2) Agrees that there were no recommendations and points of consideration to be referred to the Steering Group in furthering development of the bid in preparation for the formal bidding process in 2017.**

112. **Outcome of Consultation on a Proposal to make Prescribed Alterations to Tiverton School and Whitley Abbey Primary School**

The Cabinet considered a report of the Executive Director of Place that set out proposals to make prescribed alterations to establish a primary Broad Spectrum Special School co located at Whitley Abbey Primary School and to extend the existing age range of Whitley Abbey Primary School.

As part of its wider Inclusion and Special Needs Education (SEN) Strategy, the Council was seeking to establish a primary Broad Spectrum Special School by making prescribed alterations to Tiverton School. The School currently catered for children aged 3 to 11 who have severe learning difficulties or profound and multiple learning difficulties.

The school was opened in 1974 on its current site which it shared with Sherbourne Fields School. The report indicated that, although the building was structurally sound, it was now exhibiting many elements beyond the end of their life expectancy, such as roofs, windows and heating system. An application for funding of £532k was submitted as part of the Government's Priority Schools Building Programme Phase 2 to address these issues but unfortunately this was not successful.

It was proposed that Tiverton School now be co-located with Whitley Abbey Primary School, through the redesignation, change in size and transfer of site. In addition, it was proposed to extend the age range of Whitley Abbey Primary School from 4-11 years to 3-11 years. This creation of the Broad Spectrum School and early years provision at Whitley Abbey Primary School would require formal statutory proposals to be considered by the Council in line with the requirements of the School Organisation (Prescribed Alterations to Maintained Schools) Regulations 2013, which included a requirement to consult with stakeholders.

The Cabinet noted that although there was no longer a requirement for a 'pre-publication' consultation period for prescribed alterations, there was a strong expectation on Local Authorities to consult interested parties in developing their proposal prior to publication as part of their duty under public law to act rationally and take into account all relevant considerations. As a consequence, consultation meetings were held during January 2016 with the Governing Bodies and headteachers of each school, who were supportive in principle, but acknowledged that staff, governors, parents and residents had raised a number of issues that would require further discussion. In addition, meetings were held separately at each school for staff, governors and parents. Notes from these consultation meetings were appended to the report and a verbal update was provided at the Cabinet meeting, to provide clarity on a number of issues raised at the consultation meetings.

The report indicated that a clear majority of consultees were broadly in support of the move towards the provision of a Broad Spectrum Special School although a number of concerns were raised during the consultation meetings which would continue to be progressed by officers who would continue to consult as appropriate with all key stakeholders. Six written responses had been received in relation to the proposals and these were also appended to the report submitted.

RESOLVED that the Cabinet:-

- 1) Notes the proposal to make prescribed alterations to Tiverton School.**
- 2) Considered the responses to the recent pre-statutory consultation as set out in appendices 1, 2 and 3 of the report submitted.**
- 3) Authorises officers to issue the necessary Statutory Notices to make the following prescribed alterations:**

Tiverton School:

- Change designation from a school catering for children with severe learning difficulties, to the category of broad spectrum;**
- Increase the capacity from 42 to 88 places;**
- Co-locate the school with Whitley Abbey Primary School.**

Whitley Abbey Primary School:

- Extend the age range from 4-11 years to 3-11 years.**
- 4) Delegates authority to the Executive Director of People and Executive Director of Resources to finalise the details of the Statutory Notice.**
 - 5) Agrees to receive a further report on the outcome of the statutory consultation at the Cabinet meeting scheduled for 19th April 2016.**

113. Leasehold Disposal of Land Cox Street

The Cabinet considered a report of the Executive Director of Place that set out proposals for the leasehold disposal of land at Cox Street.

A corresponding private report detailing confidential aspects of the proposals was also submitted to the meeting for consideration.

The report indicated that there was an opportunity for the Council to secure a capital receipt for the leasehold disposal of part of Cox Street surface car park. This would lead to a significant investment in the city centre, delivering a purpose built, self-managed, high quality, 1,000 bed, student residential scheme and bringing new life to that part of the city centre.

It was noted that during the past 12 months, Coventry had made massive strides towards its goal of being a top 10 city as it continued its fast-track transformation. The city had continued to change and attract investment as it worked towards a brighter future, creating jobs and a better city.

Both the University of Warwick and Coventry University had continued to thrive and bring in talented students from across the world and were ranked in the Guardian's top 20 of UK universities. In addition, Coventry was named Modern University of the Year 2015 and had invested hundreds of millions of pounds in the city centre, announcing plans for a new headquarters, an international student centre and a business incubation unit.

The university, which had already breathed new life into empty city centre buildings by creating student accommodation and would develop the site left vacant by the Council when it moves to Friargate.

The focus, both of the university and developers, would be to create new accommodation in the city centre. Purpose built student accommodation in the city centre would have a number of advantages: helping to support regeneration in the city centre; bringing vitality during the day and at night; and reducing the requirement for houses in multiple-occupation in local communities. It was considered that should more students be based in the city centre then houses currently used by students would become available for families to rent or buy.

The Cabinet were advised that a car park strategy was being written which would help to guide how many car spaces were needed in the city centre and where. It was already clear that across the city some car parks were under used. The proposed changes to Cox Street were consistent with future demand projections in the emerging strategy.

Cox Street car park wasn't used to capacity either during the week or at weekends. In addition to the retained spaces in Cox Street there were also three other car parks close by, Lower Ford Street, Grove Street and White Street which could provide parking provision. The proposed development would include approximately 170 car parking spaces, under the building, which the developer would make available to the public.

Since the publication of the report the Council had received an additional, unsolicited conditional offer from a third party, dated 8th February 2016. The offer was similar in terms of the proposed type of student housing development as well as financially.

It was incumbent on the Council to explore this additional offer. As such revised recommendations were submitted, the purpose of which were to obtain approval in principle the land disposal but provide an opportunity for officers, in consultation with relevant Cabinet Members, to explore the alternative offer now presented.

RESOLVED that the Cabinet recommend that Council:

- 1) Subject to consideration of the private report on the agenda, approve a leasehold disposal in the Council's land on terms no less favourable than those contained in the private report now submitted.**
- 2) Delegate authority to the Assistant Director for City Centre and Development Services, Executive Director of Resources and Assistant Director of Legal and Democratic Services as appropriate, in consultation with Cabinet Member for Business, Enterprise and Employment, to enter into negotiations with the parties and conclude the documentation required to complete the lease.**
- 3) Delegate authority to the Executive Director of Resources and Assistant Director of Legal and Democratic Services to complete the necessary legal documentation in this matter and collect the agreed consideration.**

4) Approve the commencement of the process to remove part of the land in Cox Street from the off street parking order.

114. Belgrade Plaza Development

The Cabinet considered a report of the Executive Director of Place that set out proposals for the change of use of land designated as Phase 2b of Belgrade Plaza.

A corresponding private report detailing confidential aspects of the proposals was also submitted to the meeting for consideration.

In May 2005 Oakmoor Deeley Partnership (ODP) were appointed as the Council's preferred developer for the Belgrade Plaza scheme. The Council and ODP subsequently entered into a Development Agreement to facilitate the development of Belgrade Plaza. A 125 year leasehold interest in the site was simultaneously granted by the Council to ODP.

Whilst the early phases of the Belgrade Plaza scheme, which incorporated hotel, car park, retail and café bars and restaurants, were successfully developed, the subsequent phases known as 2b and 3, which were to provide a hotel, café/bar, retail and residential apartments, were stalled by the recession.

However, during late 2015, following the assignment of part of the lease relating to Phase 3 from ODP to the Downing Group, development had restarted with construction of a mixed use scheme due for completion in September 2017.

Phase 2b which was subject to the original Development Agreement, and related to a 304 star quality hotel, remains undeveloped. However having marketed this site extensively ODP have been unable to secure any credible interest from appropriate operators.

Accordingly discussions with ODP and their bankers have resulted in a revised plan for the delivery of Phase 2b being proposed. Subject to planning consent being granted, this plan would comprise a mixed use scheme including a family hotel, residential flats and student accommodation. It was intended that the scheme would be delivered by the Downing Group who are currently on site constructing Phase 3.

In order to deliver this scheme the Council would be required to vary the ground lease to permit such development. subject to planning consent being granted.

In addition, due to the protracted period over which Belgrade Plaza had been delivered and the changing uses being accommodated on the site the 1,100 space Belgrade Plaza multi-storey car park (MSCP) (formerly known as Leigh Mills Car Park) had never traded to its potential. In recent years 900 of the 1100 spaces have effectively been taken out of business rates as they were barely used.

Coventry University had a long standing requirement for an additional Multi Storey Car Park (MSCP) and terms had been agreed between ODP and the University whereby the University would acquire the long leasehold interest in the car park and operate the car park themselves. The car park would be predominantly made

available to staff and students but 350 spaces would remain available to the general public at all times on comparable terms to those available on other Council car parks. This would provide more spaces available to the public than are currently being used and would be sufficient to support the development proposed on Phase 2b.

The lease by which ODP hold the MSCP effectively required them to operate it as a public car park. In order to allow the University to use the MSCP as they propose, the Council would be required to vary the terms of the ground lease.

In consideration for the Council agreeing to vary the ground lease to facilitate the sale of the car park ODP would prepared to pay premiums for site 2b, subject to planning consent being granted. This represented a negotiated share of the uplift in value of the land and car park arising for the variations the Council is making to the leases.

RESOLVED that the Cabinet:-

- 1) **Approves the change of use and subsequent assignment of the land designated as Phase 2b of Belgrade Plaza, as outlined on the plan attached to the report, to the Downing Group conditional on planning consent being granted for a mixed use scheme to include residential flats, student housing and hotel.**
- 2) **Approves the change of use and subsequent assignment of the land designated as Phase 1 of Belgrade Plaza, as outlined in the plan attached to the report, to Coventry University for continuing use as a multi-storey car park on the terms set out within the report.**
- 3) **Delegates authority to Executive Director of Place and Executive Director of Resources to vary the ground lease dated 20th May 2005 and to enter into the necessary legal documentation to facilitate the delivery of the development on Phase 2b and to allow the assignment of that part of the demise forming the multi storey car park to Coventry University.**

115. **Outstanding Issues**

The Cabinet considered a report of the Executive Director of Resources that contained details of an outstanding issue and summarised the current position in respect of the matter.

RESOLVED that the Cabinet notes the dates for future consideration of the outstanding issue.

116. **Any other items of public business which the Chair decides to take as a matter of urgency because of the special circumstances involved.**

There were no other items of public business.

117. Leasehold Disposal of Land at Cox Street

Further to Minute 113 above, the Cabinet considered a private report of the Executive Director of Place that set out confidential aspects of proposals for the leasehold disposal of land at Cox Street.

Since the publication of the report the Council had received a received an additional, unsolicited conditional offer from a third party, dated 8th February 2016. The offer was similar in terms of the proposed type of student housing development as well as financially.

It was incumbent on the Council to explore this additional offer. As such revised recommendations were submitted, the purpose of which were to obtain approval in principle the land disposal but provide an opportunity for officers, in consultation with relevant Cabinet Members, to explore the alternative offer now presented.

RESOLVED that the Cabinet recommend that Council:

- 1) Approve a leasehold disposal in the Council's land on terms no less favourable than those contained in the report.**
- 2) Delegate authority to the Assistant Director for City Centre and Development Services, Executive Director of Resources and Assistant Director of Legal and Democratic Services as appropriate, in consultation with Cabinet Member for Business, Enterprise and Employment, to enter into negotiations with the parties and conclude the documentation required to complete the lease.**
- 3) Delegate authority to the Executive Director of Resources and Assistant Director of Legal and Democratic Services to complete the necessary legal documentation in this matter and collect the agreed consideration.**
- 4) Approve the commencement of the process to remove part of the land in Cox Street from the off street parking order.**

118. Belgrade Plaza Development

Further to Minute 114 above, the Cabinet considered a private report of the Executive Director of Place that set out confidential aspects of proposals for the change of use of land designated as Phase 2b of Belgrade Plaza.

RESOLVED that the Cabinet:

- 1) Approves the change of use and subsequent assignment of the land designated as Phase 2 of Belgrade Plaza, as outlined on the plan attached to the report, to the Downing Group conditional on planning consent being granted for a mixed use scheme to include residential flats, student housing and an extension to the existing hotel.**

- 2) **Approves the change of use and subsequent assignment of the land designated as Phase 1 of Belgrade Plaza, as outlined on the plan attached to the report, to Coventry University for continuing use as a multi-storey car park on the terms set out within the report.**
 - 3) **Delegates authority to the Executive Director of Place and Executive Director of Resources to vary the ground lease dated 20th May 2005 and to enter into the necessary legal documentation to facilitate the delivery of the development on Phase 2b and to allow the assignment of that part of the demise forming the multi storey car park to Coventry University.**
119. **Any other items of private business which the Chair decides to take as a matter of urgency because of the special circumstances involved.**

There were no other items of private business.

(Meeting closed at 2.45 pm)

Public Document Pack

Coventry City Council

Minutes of the Meeting of Cabinet held at 10.00 am on Tuesday, 23 February 2016

Present:

Cabinet Members: Councillor Mrs Lucas (Chair)
Councillor Abbott
Councillor Gannon
Councillor Kershaw
Councillor Lancaster
Councillor Maton
Councillor Ruane

Deputy Cabinet Members: Councillor Dr R Auluck
Councillor Brown
Councillor Clifford

Non-voting Opposition Members: Councillor Blundell
Councillor Sawdon (Substitute for Councillor
Andrews)

Other Members: Councillor Crookes
Councillor Lakha
Councillor J Mutton
Councillor M Mutton

Employees (by Directorate):

Chief Executive's: M Reeves (Chief Executive), F Collingham,

Place: M Yardley (Executive Director)

People: G Quinton (Executive Director) M McGinty,
K Nelson

Resources: B Hastie, P Jennings, L Knight, J Newman,

Apologies: Councillors Andrews, McNicholas and
Thomas

Public Business

120. Declarations of Interest

In respect of Minute 121 below headed "Connecting Communities – Phase 1 Outcome of Consultation", the following members declared interests as indicated:-

Councillor Clifford declared an other relevant interest and remained in the meeting and took part in the consideration of this matter and in line with his role as Deputy Cabinet Member, did not vote on this issue.

Councillor Lucas declared an other relevant interest and remained in the meeting and took part in the consideration and voting on this matter.

Councillors Lancaster and Lakha declared other relevant interests and decided to leave the meeting during the consideration and voting on this matter.

121. **Connecting Communities - Phase 1 Outcome of Consultation**

The Cabinet considered a report of the Executive Director of Resources, which provided an update on Connecting Communities proposals following a period of public consultation.

Connecting Communities was an ambitious and wide reaching approach to radically redesign services through co-production and collaboration with local communities. The approach focussed on how services might be delivered differently in the future in the communities and neighbourhoods where there was most need and within the resources available. The Cabinet noted that this might include joining services together to reduce the number of buildings and staff that the Council and other statutory organisations required to deliver services.

Phase 1 of Connecting Communities focussed on ten specific proposals for the delivery of £1.2m savings. The target for 2016/17, set through the original City Centre First programme for 2016/17 was £1m, but proposals made to Cabinet in November 2015 exceeded this by £0.2m. The ten proposals related to:-

- Proposal 1 – Play Centres
- Proposal 2 – Arena Park Library
- Proposal 3 – Willenhall Library
- Proposal 4 – Mobile Library Service
- Proposal 5 – Library Media Fund
- Proposal 6 – Central Library Opening House
- Proposal 7 – Community Library Opening Hours
- Proposal 8 – Youth services Commissioning Budget
- Proposal 9 – Public Conveniences
- Proposal 10 – Community Centres

A period of public consultation on the ten proposals took place between 7th December 2015 and 1st February 2016, which included a widescale engagement programme, using innovative engagement methods, with residents, community groups and partner organisations.

The report and its associated appendices detailed the outcome of the consultation, identified the impacts of each of the proposals and made specific recommendations for consideration.

The Cabinet acknowledged the receipt of a number of petitions as part of the consultation process. In particular, 5 petitions were received in relation to Proposal 1 – Play Centres, and these were considered by the Cabinet Member for Children and Young People at his meeting held on 12th February 2016, and 2 further petitions were received in relation to Proposal 2 – Arena Park Library and Proposal 4 – Mobile Library Service, which were considered by the Cabinet Member for Education at his meeting also held on 12th February 2016. In all

cases, the petition organisers were invited to the meetings to present the views of the petitioners. The Cabinet Members recommended that the contents of the petitions, which were set out in full within the report now submitted, be noted.

RESOLVED that the Cabinet:-

- (1) Note that 7 petitions were considered by the Cabinet Members for Education and children and Young People in relation to the proposals at their respective meetings on 12th February 2016 and have been considered and included as part of the consultation process and outcomes.**
- (2) Note the outcome of the consultation and the resulting equality impacts and the updated Equality and Consultation Analysis in Appendix A of the report submitted.**
- (3) Approve the implementation of the proposals detailed in Appendix B of the report:-**
 - a. For the Council to stop providing play activities at Edgewick and Eagle Street Play Centres and for the Council to lease the buildings to third party operators to be used for nursery provision for two, three and four year olds instead by September 2016.**
 - b. To end delivery of library services from the Arena Park Library facility by not renewing the lease and to continue engagement with Holbrooks Community Care Association (HCCA) about the potential delivery of a reduced library service to be provided in the HCCA building by September 2016.**
 - c. To end delivery of library services by not renewing the lease from the current Willenhall Library facility and to continue engagement about the potential delivery of a reduced library service to be provided in the Hargard Centre building by September 2016.**
 - d. To end the mobile library service by 1st June 2016**
 - e. To cut the library media fund of £658,000 to £558,000 with effect from 1st April 2016.**
 - f. For Central Library to continue to open seven days per week, but to close one hour earlier on weekdays – closing at 7pm instead of 8pm by September 2016.**
 - g. To close Caludon Castle, Earlsdon and Foleshill libraries on Wednesdays and close Stoke and Tile Hill on Sundays by September 2016. To agree in principle that Bell Green, Earlsdon and Foleshil libraries remain open on Sundays provided that officers are satisfied as to the viability of a mix of paid staff and volunteers operating the libraries on these days. In the event officers are not satisfied the question of whether the libraries**

should remain open on Sundays would be referred back to the Cabinet Member for Education.

- h. **Withdraw the youth services commissioning budget with effect from 1st April 2016 and continue to work with the community and voluntary sector to explore the best way that youth services for young people should be delivered across Coventry.**
- i. **To close six public conveniences located outside the city centre from 1st April 2016, keeping open the two city centre public conveniences.**
- j. **To enter into a lease with each of the community associations currently managing the community centres (six) within 12 months from approval of the proposal subject to variations to the approach specifically for Radford and Foleshill Community Centres.**

122. **2016/17 Council Tax Setting Report**

The Cabinet considered a report of the Executive Director of Resources, which calculated the Council Tax level for 2016/17.

In previous years the Council has had the flexibility to increase Council Tax by up to 2% without holding a local referendum on the matter. The report indicated that the Pre-Budget Report was approved on the basis of consulting on a Council Tax rise of 1.9%. It had subsequently been confirmed that, in recognition of the increasing pressure on adult social care services across the country, the Government had increased this flexibility by a further 2%, up to a maximum of 4%. On that basis, the budget was being proposed on the basis of increasing the Council Tax by 3.9% in order to increase the resources available to fund adult social care services within the City.

The Executive Director of Resources reported that the precepts from the West Midlands Fire and Rescue Authority were approved at their meeting on 15th February 2016 and, as a result, the figures indicated as provisional within the report were confirmed.

The Cabinet noted that the recommendations followed the structure of resolutions drawn up by the Chartered Institute of Public Finance and Accountancy, to ensure that legal requirements were fully adhered to in setting the tax. As a consequence, the wording of the resolutions was necessarily complex.

RESOLVED that the Cabinet recommend that Council:-

- (1) **Note the following Council Tax base amounts for the year 2016/17, as approved by Council on 12th January 2016, in accordance with Regulations made under Section 31B of the Local Government Finance Act 1992 (as amended) (“the Act”):**
 - a) **77,525.1 being the amount calculated by the Council as its Council Tax base for the year for the whole area;**

b)	Allesley	318.3
	Finham	1,467.8
	Keresley	226.2

being the amounts calculated by the Council as its Council Tax base for the year for dwellings in those parts of its area to which one or more special items relate.

(2) That the following amounts be now calculated by the Council for the year 2016/17 in accordance with Sections 31A, 31B and 34 to 36 of the Act:

(a) £692,642,421 being the aggregate of the amounts that the Council estimates for the items set out in Section 31A(2) of the Act taking into account all precepts issued to it by Parish Councils (*Gross Expenditure and reserves required to be raised for estimated future expenditure*);

(b) £581,800,332 being the aggregate of the amounts that the council estimates for the items set out in Section 31A(3) of the Act. (*Gross Income including reserves to be used to meet the Gross Expenditure but excluding Council Tax income*);

(c) £110,842,089 being the amount by which the aggregate at (2)(a) above exceeds the aggregate at (2)(b) above, calculated by the Council in accordance with Section 31A(4) of the Act, as its Council Tax requirement for the year;

(d) £1,429.76 $\frac{(2)(c)}{(1)(a)} = \frac{£110,842,089}{77,525.1}$

being the amount at (2)(c) above divided by the amount at (1)(a) above, calculated by the Council in accordance with Section 31B of the Act, as the basic amount of its Council Tax for the year. (*Average Council Tax at Band D for the City including Parish Precepts*).

(e) £30,037 being the aggregate amount of all special items referred to in Section 34(1) of the Act. (*Parish Precepts*);

(f) £1,429.37 = (2)(d) - $\frac{(2)(e)}{(1)(a)} = £1,429.76 - \frac{£30,037.00}{77,525.1}$

being the amount at (2)(d) above, less the result given by dividing the amount at (2)(e) above by the amounts at (1)(a) above, calculated by the Council,

in accordance with Section 34(2) of the Act, as the basic amount of its Council Tax for the year for dwellings in those parts of the area to which no special item relates. *(Council Tax at Band D for the City excluding Parish Precepts);*

(g)

Coventry Unparished Area	£1,429.37
Allesley	£1,454.90
Finham	£1,443.31
Keresley	£1,435.81

Being the amounts given by adding to the amount at (2)(f) above, the amounts of the special item or items relating to dwellings in those parts of the Council's area mentioned above divided in each case by the amount at (1)(b) above, calculated by the Council, in accordance with Section 34(3) of the Act, as the basic amounts of its Council Tax for the year for dwellings in those parts of its area to which one or more special items relate. *(Council Taxes at Band D for the City and Parish).*

(h)

Valuation Band	Parts to which no special items relate £	Parish of Allesley £	Parish of Finham £	Parish of Keresley £
A	952.91	969.93	962.20	957.20
B	1,111.73	1,131.59	1,122.57	1,116.74
C	1,270.55	1,293.24	1,282.94	1,276.27
D	1,429.37	1,454.90	1,443.31	1,435.81
E	1,747.01	1,778.21	1,764.05	1,754.88
F	2,064.65	2,101.53	2,084.79	2,073.95
G	2,382.28	2,424.83	2,405.51	2,393.01
H	2,858.74	2,909.80	2,886.62	2,871.62

being the amounts given by multiplying the amounts at (2)(g) above by the number which, in the proportion set out in Section 5(1) of the Act, is applicable to dwellings listed in a particular valuation band divided by the number which in that proportion is applicable to dwellings listed in valuation Band D, calculated by the Council, in accordance with Section 36(1) of the Act, as the amounts to be taken into account for the year in respect of categories of dwelling listed in different valuation bands.

- (3) To note that for the year 2016/17 the Police and Crime Commissioner for the West Midlands and West Midlands Fire Authority have stated the following amounts in precepts issued to the Council in accordance with Section 40 of the Act, for each of the categories of dwelling shown below:

Valuation Band	Police and Crime Commissioner for the West Midlands	West Midlands Fire Authority
	£	£
A	74.37	37.35
B	86.76	43.58
C	99.16	49.80
D	111.55	56.03
E	136.34	68.48
F	161.13	80.93
G	185.92	93.38
H	223.10	112.05

- (4) That having calculated the aggregate in each case of the amounts at (2)(h) and (3) above, the Council, in accordance with Sections 30 and 36 of the Act, hereby sets the following amounts as the amounts of Council Tax for the year 2016/17 for each part of its area and for each of the categories of dwellings shown below:

Valuation Band	Parts to which no special items relate	Parish of Allesley	Parish of Finham	Parish of Keresley
	£	£	£	£
A	1,064.63	1,081.65	1,073.92	1,068.92
B	1,242.07	1,261.93	1,252.91	1,247.08
C	1,419.51	1,442.20	1,431.90	1,425.23
D	1,596.95	1,622.48	1,610.89	1,603.39
E	1,951.83	1,983.03	1,968.87	1,959.70
F	2,306.71	2,343.59	2,326.85	2,316.01
G	2,661.58	2,704.13	2,684.81	2,672.31
H	3,193.89	3,244.95	3,221.77	3,206.77

- (5) That the Council determines that its relevant basic amount of Council Tax for 2016/17 is not excessive in accordance with the principles approved under Sections 52ZC and 52ZD of the Act.

123. Budget Report 2016/17

The Cabinet considered a report of the Strategic Management Board, which set out the Council's proposed revenue and capital budget for 2016/17 following a period of public consultation.

The allocation of Government funding for 2016/17 was confirmed in the Local Government Finance Settlement announced on 8th February 2016. The Settlement signalled a continued reduction in local government funding over the next 4 years with a planned reduction of £40m in Coventry's Settlement Funding Assessment – the sum of Revenue Support Grant, Top-Up Funding and an estimate of Coventry's local share of Business Rates.

The Cabinet noted that in previous years, the Council had the flexibility to increase Council Tax by up to 2% without holding a local referendum on the matter. The

Pre-Budget Report was approved on the basis of consulting on a Council Tax rise of 1.9%. However, in recognition of the increasing pressure on Adult Social Care services across the country, the Government had increased this flexibility by a further 2%, up to a maximum of 4%. The recommended budget assumed the taking up of this additional 2% flexibility in order to increase the resources available to fund Adult Social Care services in the City. As a result, the budget was being proposed on the basis of increasing the Council Tax by 3.9%. This proposed increase would be the equivalent of between 70p and 80p per week for a typical Coventry Household.

The overall budget reflected reductions in Government funding that had already been anticipated and savings programmes that were approved as part of the 2015/16 budgeting setting. Going into the 2016/17 budget setting, the Council faced a financial gap of £13m and a new financial pressure of £10m had emerged since, in particular in relation to Adult Social Care. These have been balanced by higher than planned resources available to the Council, as well as a series of savings options to balance the budget. Overall the report incorporated a package of changes that allowed the Council to continue to deliver its key policies, as set out in the Council Plan.

Despite the financial pressure it faced, the Council was maintaining an ambitious approach to investing in the City. The proposed capital programme amounted to £117m in 2016/17 and included major schemes such as the Friargate and the City Centre Leisure facility developments and the Coventry Station Master Plan.

The annual Treasury Management Strategy, incorporating a revised Minimum Revenue Provision Policy, was also proposed, covering the management of the Council's investments, cash balances and borrowing requirements.

RESOLVED that the Cabinet recommend that Council:

- (1) Approve the spending and savings proposals in Appendix 2 of the report submitted.**
- (2) Approve the total 2016/17 revenue budget of £693m in Table 1 and Appendix 3 of the report submitted, established in line with a 3.9% City Council Tax increase and the Council Tax Requirement recommended in the Council Tax Setting Report.**
- (3) Note the Executive Director or Resources' comments confirming the robustness of the budget and adequacy of reserves in Sections 5.1.3 and 5.1.2 of the report.**
- (4) Approve the Capital Programme of £117m for 2016/17 and the future years' commitments arising from this programme of £170m between 2017/18 to 2019/20, as detailed in Section 2.3 and Appendix 4 of the report.**
- (5) Approve the proposed Treasury Management Strategy for 2016/17 in Section 2.4 of the report, incorporating the revised Minimum Revenue Provision Policy, the revised Investment and Strategy and Policy at Appendix 5 for immediate implementation and the prudential indicator**

and limits described in Section 2.4.11 and summarised in Appendix 6 of the report.

124. Outstanding Issues

There were no outstanding issues reported.

125. Any other items of public business which the Chair decides to take as a matter of urgency because of the special circumstances involved.

There were no other items of public business.

(Meeting closed at 10.15 am)

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Cabinet

8 March 2016

Name of Cabinet Member:

Cabinet Member for Public Services – Councillor Lancaster

Director Approving Submission of the report:

Executive Director, Place

Ward(s) affected: All

Title:

Civil Engineering Support Framework

Is this a key decision? Yes as it has the potential to affect all wards within the City and expenditure is in excess of £1m

Executive Summary:

Coventry City Councils Highways Direct Labour Organisation (DLO) delivers circa £4.5m of work per year to the City's roads and pavements funded from a number of sources including the Integrated Transport Block, the Highs Maintenance Capital Investment Programme and external grant funding. In order to deliver these works, a multi supplier Minor Civils Engineering Works Framework was established in 2013 for the engagement of the services of suitably experienced Contractors to undertake minor civil engineering maintenance works - typically minor highway maintenance/enhancement schemes. The Framework was set up to support the DLO in the delivery of highways services, to supplement the DLO's own in-house resources and act as a top-up, flexible resource where required through the peaks and troughs of the Highways maintenance season. This allows the DLO to deliver a flexible service without having to recruit additional direct staff.

The current Framework was set up in November 2013 and expected to run for a 4 year period. Due to the additional monies received by the Council from the European Regional Development Fund (ERDF), the framework has been much more heavily used than anticipated. As a result, spend through the framework has reached the value it was procured for before the end of the life of the framework. Continuing use of the current framework until its natural expiry in 2017, could put the Council at risk of procurement challenge.

It is proposed to undertake a restricted tender process to set up a replacement multi-supplier framework for a period of 4 years for a new Civil Engineering Support Framework for the value of £6m. Subject to approval of this report, a tender process will be commenced immediately to ensure that a new contract is in place for the 1st August 2016.

Recommendations:

Cabinet is requested to:

1. Authorise a procurement process to set up a multi-supplier framework for 4 years for a Civil Engineering Support Framework to support the Councils DLO delivery.
2. Delegate authority to the Executive Director Place to agree the award of contract(s) following a Restricted tender process.
3. Authorise the City Council to enter into Contract(s) with the successful suppliers for the 4 year period.

List of Appendices included:

None

Other useful background papers:

Proc 2 (Gate 2 – Approval to Procure) – Civil Engineering Support Framework.

Available by contacting Procurement and Commissioning team on 02476 833537

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or there body?

No

Will this report go to Council?

No

Report title: Civil Engineering Support Framework

1. Context (or background)

1.1 Coventry City Council's Highways Direct Labour Organisation (DLO) delivers circa £4.5m of work per year. The Framework ensures the DLO can compliantly engage the services of suitably experienced Contractors to carry out the provision of highways and civil engineering minor construction works for transport related schemes, typically minor highways maintenance / enhancement scheme. The works will be packaged into four lots:

Lot 1 - The adjustment and replacement of carriageway ironwork in association with resurfacing;

Lot 2 - Reactive and programmed pothole patching/repair maintenance;

Lot 3 - Civil engineering and traffic safety schemes between the value of £0-250,000;

Lot 4 - Civil engineering and traffic safety schemes above the value of £250,000;

1.2 The Council currently has a framework for Minor Civils Engineering Works which commenced in 2013. Call offs from the Framework have been awarded on the most competitive price in terms of the tendered rates as well as supplier availability.

1.3 The existing framework has 3 lots and it is proposed that a 4th lot be added going forward to differentiate larger items of work.

1.4 The works through the current Framework have included ERDF funded work and S278 funded works. The new Framework will reference the potential requirement for future externally funded works to be awarded through the framework.

1.5 As this will be a framework agreement, no guarantee of value or volume is offered. If funding decreases during the period of the agreement resulting in reduced works, there would be no negative impact as a result of the Council.

1.6 The Council's DLO will remain the first point of delivery for Civil Engineering work and the contract form used will ensure that this contract acts as a sub-contract to the DLO rather than a provision for directly approach.

2. Options considered and recommended proposal

2.1 This framework is set up as a sub-contract arrangement for when the DLO do not have the capacity to deliver works in the required timescale. Where the DLO can be used, they will deliver in the first instance.

2.2 The Council also uses the Warwickshire County Council Highways Maintenance Contract (HMC) for specific specialist areas of work. The work procured through the HMC are carriageway surface treatments – surface dressing and microasphalt, carriageway retread and footway slurry seal. These processes are Highway maintenance treatments, generally delivered by national contracting companies and would not be covered by any of the proposed lots in this framework.

2.3 The current scope of the HMC does not cover routine maintenance work or footway resurfacing. The HMC is also a direct supplier Contract, whereas this Framework is for the appointment of sub-contractors to the DLO leaving the DLO as Principal Contractor. This arrangement has a proven history of affording greater flexibility and reduced risk of Claims for the City.

- 2.4 A Restricted tender process will be undertaken to procure a new framework. There will be 4 lots within the framework: The adjustment and replacement of carriageway ironwork in association with resurfacing; Reactive and programmed pothole patching/repair maintenance; Civil engineering and traffic safety schemes between the value of £0-250,000; Civil engineering and traffic safety schemes above the value of £250,000.

3. Results of consultation undertaken

- 3.1 As this report proposes a tender process for the minor civil works, no consultation has been undertaken.

4 Timetable for implementing this decision

- 4.1 The current contract has exceeded its procured spend value and so needs to be replaced as quickly as possible. Subject to approval of this report, a tender process will be commenced immediately to ensure that a new contract is in place for the 1st August 2016. The contract will run for 4 years until 31st July 2020.

5 Comments from Executive Director, Resources

5.1 Financial implications

This contract will be a framework agreement and as such the value outlined within this document is only indicative of likely spend levels. It is made up of an estimated £500,000 per annum of capital from the annual capital maintenance programme and £650,000 per annum of revenue from the highways revenue patching budget. Actual spend levels will be dependent on budget available and any other projects being delivered in a given year as well as the capacity of the DLO.

5.2 Legal implications

Highway authorities have a legal duty to maintain the highway under section 41 of the Highways Act 1980 as amended. Further, there are standards of repair that they must follow. For local highway authorities these are set out in Well-maintained Highways: Code of Practice for Highway Maintenance Management, published in July 2005 by the UK Roads Liaison Group (UKRLG).

6 Other implications

N/A

6.1 How will this contribute to the Council's priorities?

<http://www.coventry.gov.uk/councilplan>

Improved highway maintenance is one of the highest priorities for residents in the City, a fact borne out by Resident's Surveys and public comment in the press and elsewhere. Highway maintenance is of fundamental importance to the achievement of the integrated transport agenda.

The continued delivery of maintenance of Coventry's Highways, is closely aligned with one of the Coventry and Warwickshire Local Enterprise Partnership's (CW LEP) core objectives, to develop Strategic Infrastructure. It is also aligned with the CW LEP's Inward Investment objective; particularly as improved infrastructure will help to open up new employment sites and continue to provide compelling reasons for companies to locate into the region. A well maintained infrastructure is closely aligned with the "Unlocking Growth

Potential” theme of the Coventry and Warwickshire Strategic Economic Plan (SEP), specifically by unlocking the potential for development on key city centre employment sites.

6.2 How is risk being managed?

The contract will be managed from within the Highway’s Commercial Team by the Highway’s Contracts Management Officer, supported by the Highway’s Commercial Manager. All work required will be set and overseen by the Highways Operations manager. Regular meetings with contractors will ensure active monitoring and management. Escalation of issues will be via the Councils Procurement and Commissioning Team.

6.3 What is the impact on the organisation?

None

6.4 Equalities / EIA

This contract will assist the Council in its role as the Highway Authority to maintain the public highways on behalf of all Coventry residents and visitors.

6.5 Implications for (or impact on) the environment

The City Council works with Contractors to ensure that efficient processes for delivery are used and practice is in line with latest industry practice and that Environmental Standards are adhered to. Well maintained roads improve the efficiency of traffic flow and hence reduce emissions to the environment.

6.6 Implications for partner organisations?

Private sector developers stand to benefit from effectively maintained highway infrastructure. Highways maintenance and public realm schemes all contribute to increasing the attractiveness of the city to private sector developers, bringing new employment land forward for development.

Report author(s):

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Directorate: Place

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Colin Knight	Assistant Director – Planning Transport and Highways	Place	05/02/16	09/02/16
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Legal: Rob Parkes		Resources	05/02/16	08/02/16
Director: Martin Yardley	Executive Director, Place	Place	05/02/16	11/02/16
Members: Councillor Lancaster	Cabinet Member (Public Services)		05/02/16	

This report is published on the council's website:
www.coventry.gov.uk/councilmeetings



Cabinet

8 March 2016

Name of Cabinet Member:

Cabinet Member for Public Services – Councillor Lancaster

Director approving the report:

Executive Director - Place

Ward(s) affected:

All

Title:

2016/17 Transportation and Highway Maintenance Capital Programme

Is this a key decision?

Yes

Following on from the success of the capital programme delivered in 2015/16, This report sets out a large programme of £11.2m for transportation and highway maintenance schemes which will affect all wards across the City, and in many cases seeks approval to construct/ implement them.

Executive summary:

This report brings together an integrated capital programme for the maintenance and enhancement of the City's highways and transport infrastructure. All sources of funding are considered including the West Midlands Strategic Transport Plan, Corporate Capital Resources, Section 106 and other specific grants. This approach will ensure that opportunities for 'joining up' schemes to get the best value for money can be identified. As a consequence it has been possible to present a larger maintenance programme than last year.

The basic principles for this year's maintenance and integrated transport programme are:

1. Continue the programme of rectifying damage and maintaining the City's roads, through a prioritised programme based on road condition surveys.
2. Continue to invest in preventative/proactive maintenance.
3. Carry out packages of complementary schemes to support the continued growth of the city, such as road safety, traffic management schemes and Public Realm works, which where possible will be linked to maintenance projects to maximise savings and the efficiency of implementation.

4. Provide a programme of footway improvements funded from the Whitefriars Housing Group as part of a £1.4m investment which will be delivered over the next financial year.

Recommendations:

1. Approve the 2016/17 capital programme of schemes for maintenance and integrated transport as detailed in table 3 below.
2. Approve the schemes designated 'A' for construction in 2016/17 as indicated in table 3, and delegate authority to the Cabinet Member for Public Services, to approve the schemes not designated 'A' in table 3.

List of Appendices included:

Appendix 1 – Description of all Maintenance, Integrated Transport & Challenge Fund schemes.

Appendix 2 – Breakdown of the Structural Maintenance Programme, including Swanswell Challenge Fund

Appendix 3 – Breakdown of the Road Maintenance Programme including verges

Appendix 4 – Proposed Safety Schemes Programme

Appendix 5 – Proposed Traffic Management Programme

Appendix 6 – Proposed Intelligent Mobility programme.

Background papers:

None

Other Useful Papers:

Budget Report 2016/17 (City Council)

<http://democraticservices.coventry.gov.uk/ieListDocuments.aspx?CId=130&MId=10702&Ver=4>

Has it or will it be considered by scrutiny?

No

Has it, or will it be considered by any other council committee, advisory panel or other body?

No

The City Council's five year capital programme was approved by Full Council on 23rd February 2015.

Will this report go to Council?

No

**Report title:
2016/17 Transportation and Maintenance Capital Programme**

1. Context (or background)

1.1 This report sets out a detailed capital programme of all Highway Maintenance and Integrated Transport schemes which are due to be carried out during 2016/17. The report sets out individual allocations and the various sources of funding in table 3, and sets out the specific details of each project in appendices 1 to 6.

2. Options considered and recommended proposal

2.1 In 2014, the Department for Transport (DfT) consulted on revising its approach to the Highway Maintenance Block allocation formula.

2.2 Following this, DfT announced its revised needs based formula for the Highways Maintenance Block, however, it also announced that the Highway Maintenance budget would be top sliced to provide funds for which local authorities would have to bid for:

- An incentive fund, dependent on the Authority's efficiency and approach to highways asset management. This fund is allocated based on an assessment of data provided by Local Authorities, which determines their band rating and subsequent percentage share of the available funding. Authorities will fall into one of three bands In 2016/17 Coventry will receive its full percentage of allocated funding based on its current assessment at band 2. In order to retain the maximum percentage of funding Coventry is currently working towards band 3
- A Challenge Fund for major maintenance projects: tranche 1 was awarded in 2015 (see 2.4); tranche 2 to be bid for in future years.

2.3 The Highways Maintenance allocation is awarded via the West Midlands Integrated Transport Authority (WM ITA). Coventry's allocation in 2016/17 based on the revised formula is £2.535m. The ITA has made it clear that these resources are released on the condition that they are spent on highway maintenance schemes in accordance with the authorities' Highways Asset Management Plan (HAMP) and the Highways Maintenance Efficiency Programmes (HMEP).

2.4 Coventry City Council was successful in the two bids submitted to the Challenge Fund. A joint West Midlands bid based on road condition and a second bid for substantial works to Swanswell Viaduct on the ring road. The monies received from these bids will be used to fund works as described in appendix 1

2.5 Changes have been made to the capital funding available for transport improvement schemes from 2015/16 onwards. At a national level the allocation of the Integrated Transport Block (ITB) to Transport Authorities has been reduced and the money moved into Growth Deal funding, which is awarded through the Local Enterprise Partnerships on a competitive basis. Under the devolution agenda, the Growth Deal funding at a national level is also absorbing the previous national budget for Major Transport schemes, which previously had to be bid for directly through the DfT.

2.6 In Coventry the ITB is received from the West Midlands ITA on a percentage basis split between all the Metropolitan Districts and Centro. For the period 2016/17 the total West Midlands Allocation was £17.618m, the same as 2015/16. Following a top sliced 'Technical Development Budget' of £0.09m to support on-going joint projects and

contracts, the allocation was split 25% to Centro and 75% to the Districts pro-rata'd per capita (resulting in £1.58m for Coventry).

The distribution of the regional Integrated Transport budget is as follows in Table 1:

Table 1 – West Midlands funding allocation

Budget Heading	2016/17 Allocation (£m's)	Notes
ITA Minor Schemes	4.382	Centro Infrastructure works
Local District Allocation	13.146	£1.58m for Coventry
LTP-Technical Development	0.090	For regional monitoring, Asset Management Plans, etc
Total	17.618	

- 2.7 Table 2 sets out the available capital resources for transport schemes (such as Corporate Capital Resources, Whitefriars Right to Buy Capital receipts and Section 106 funds received as part of the planning process).

Table 2

Funding Source	2016/17 Allocation (£m's)
LTP Integrated Transport	1.580
LTP Maintenance (Roads and Structures)	2.535
Corporate Capital Resources	2.500
Subtotal of Core Funding	6.615
Section 106	1.422
Whitefriars Housing Group contribution	1.409
Challenge Fund - West Midlands Network Renewal	0.982
Challenge Fund - Swanswell Viaduct	0.238
Coal Board Contribution	0.155
Growth Bid Funding – Dynamic Routing	0.400
Total	11.221

- 2.8 In 2015, a new high level transport strategy was consulted on and adopted by the West Midlands Integrated Transport Authority (WM ITA). The strategy covers Coventry and the other districts within the ITA and is known as the 'West Midlands Movement for Growth' strategy. This replaces the strategy contained in the previous Local Transport Plan (LTP3). Highways Maintenance and Integrated Block funding will continue to be received and distributed by the WM ITA. It is anticipated that in mid-2016, Centro and WM ITA will be dissolved and the statutory functions, including those relating to funding, will be absorbed into a new West Midlands Combined Authority. It is anticipated that the main policies and strategies adopted by WM ITA relevant to the discharge of funding, including the West Midlands Movement for Growth strategy will remain in place.
- 2.9 As a substantial proportion of the funding for this programme is received as part of the WM ITA process, allocations received must therefore deliver schemes which contribute towards the objectives, outcomes and targets in the West Midlands Strategic Transport Plan. The WM ITA will monitor and assess the types of schemes district authorities are planning and whether they meet the relevant objectives.

- 2.10 As a continuation to the 2015/16 programme, there is an emphasis on making the best use of existing infrastructure rather than creating new. Consequently, a significant maintenance programme will focus on ensuring that the worst affected roads and pavements across the City are properly repaired and preventative maintenance is carried out. This is a key theme in the West Midlands Strategic Transport Plan and is driven by the City Council's Highways Infrastructure Asset Management Policy and Strategy (January 2016).
- 2.11 Highways Operations have delivered a programme of footway and network improvements in Whitefriars areas (former housing authority roads and footpaths that are publicly maintainable) to a value approaching £2m in 14/15 and £1.7m in 15/16. Delivery will continue in 16/17 funded through the Right to Buy Capital. A board was established in 14/15 with senior officers from Coventry City Council and Whitefriars to monitor this spend which occurs on an annual basis. This funding runs alongside the Capital Programme and continues to be monitored closely by the Board.
- 2.12 It is proposed to continue delivering improvements to the Broad Lane/Banner Lane junctions utilising Section 106 funding from the Bannerbrook development, the balance will be used for walking and cycling improvements in the vicinity. We will also use Section 106 funds to deliver a traffic scheme at Skipworth Road.
- 2.13 In compiling the programmes contained within this report, an underlying principle has been to maximize value for money by looking for opportunities to integrate projects wherever possible. As well as saving money, this minimizes disruption to the travelling public, businesses and residents.
- 2.14 Following negotiations with the Coal Authority, we have been successful in securing a one off contribution towards the repair and resurfacing of Wall Hill Road, this alongside existing funding will allow works to be undertaken in 2016
- 2.15 Coventry has been very successful in developing and securing new funding for innovative transport solutions that use emerging technology to improve transport information. We will be working on a number of transport innovation projects which will be delivered with local partners and small and medium sized enterprises and will support continued economic growth in this area. We will continue the work already started in 2015/16 looking at the merging of transport, digital communications and sensing technologies to provide improved mobility for people and freight.
- 2.16 The funding for the 2016/17 Intelligent Mobility programme is supported by funds secured from Growth Deal, Europe and national UK funding competitions (such as those run through InnovateUK). We have been awarded £2.5m from Growth Deal for the iVMS/Dynamic Routing project, £400k of which will be spend by Coventry City Council directly (which is included in Table 2) the remaining £2.1m will be paid to collaborating partners. As well as delivering the projects where funding has already been secured, Coventry will work with other partners, including the WM ITA to identify and secure funding for new projects.
- 2.17 Table 3 sets out the proposed capital programme for Integrated Transport and maintenance schemes for 2016/17. Each line represents either a programme of works or an individual scheme. Specific details of these programmes and schemes are provided in appendices 1 to 6 of this report.
- 2.18 In addition to making the best use of existing infrastructure, as outlined above, wherever possible we will seek to reduce ongoing revenue expenditure through the removal of

unnecessary infrastructure. This achieves two objectives: decluttering to improve the look of the city and reducing the ongoing maintenance.

- 2.19 Approval is sought for those schemes and scheme programmes (as detailed in the appendices) marked with an A in Table 3.
- 2.20 External funding is being sought wherever possible to support the programme. The Coventry & Warwickshire First Wave Growth Deal Cabinet Report, Sept 2014 outlines a £4M package for unlocking development sites, comprising of £1M Growing Places and £3M Growth Deal. The £4M is allocated to Coventry & Warwickshire LEP and will be subject to a bidding process. We will be bidding for funds from this £4M to deliver further city centre public realm improvements, including enhancements around Greyfriars Lane and Pepper Lane to support the continuing redevelopment of Cathedral Lanes.

Transportation Capital Programme 2016/17

Table 3

	Maintenance	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	£000s	Approval
		CCR's	LTP IT Block	LTP Maint	Sec 106	WHG	Challenge Fund	Coal Board	Dynamic Routing	Total		
1	Planing and Patching	781	0	0	0	0	0	0	0	781		A
2	Resurfacing	378	0	341	0	0	982	155	0	1856		A
3	Re-tread	200	0	400	0	0	0	0	0	600		A
4	Surface Treatments	351	0	450	0	0	0	0	0	801		A
5	Footway Improvement Schemes	700	0	300	24	1409	0	0	0	2433		A
6	Verges	0	0	125	0	0	0	0	0	125		A
7	Vehicle Safety Fence	0	0	69	0	0	0	0	0	69		A
8	Structures	0	0	550	0	0	238	0	0	788		A
9	Drainage Surveys / Maintenance	90	0	300	0	0	0	0	0	390		A
	Sub Total	2500	0	2535	24	1409	1220	155	0	7843		
	Integrated Transport											
10	Intelligent Mobility & Age Friendly Programme	0	300	0	0	0	0	0	400	300		A
11	Safety Schemes	0	250	0	0	0	0	0	0	250		A
12	Vulnerable Users	0	200	0	0	0	0	0	0	200		A
13	Scheme Development and Monitoring	0	100	0	0	0	0	0	0	100		A
14	Traffic Management	0	230	0	215	0	0	0	0	445		A
15	Contribution to Wider Programme	0	500	0	0	0	0	0	0	500		-
	Other Schemes											
16	Bannerbrook Park	0	0	0	1009	0	0	0	0	1009		-
17	Skipworth Road	0	0	0	174	0	0	0	0	174		-
	Sub Total	0	1580	0	1398	0	0	0	400	2978		-
	Grand Total	2500	1580	2535	1422	1409	1220	155	400	11221		-

3. Results of consultation undertaken

- 3.1 The West Midlands Strategic Transport Plan 'Movement for Growth' replaces the Local Transport Plan (LTP 3). The WM ITA consulted with the public and key stakeholders and adopted the plan in July 2015. In addition, many of the specific larger schemes within the programme have or will be consulted on widely as individual schemes.
- 3.2 In all cases, no scheme will be implemented without appropriate consultation being undertaken to ensure that all interested parties are involved in the process and that anticipated funding is secure.

4. Timetable for implementing this decision

- 4.1 The programme of schemes will be implemented throughout the 2016/17 financial year. The exact timing of individual schemes will depend on how well developed they are, and feedback from consultation. It is anticipated that all budgets described in the programme will be spent by the end of March 2017.

5. Comments from Executive Director, Resources

5.1 Financial implications

The core funding for the Transportation and Maintenance Capital Programme totalling £6.615m is set out in Table 2 and this was approved by Cabinet on 23 February 2016. This programme is supplemented by additional Section 106 funding and Whitefriars Right to Buy receipts. This report sets out a strategic integrated highways and transportation programme that explicitly recognises all sources of funding and implements a strong emphasis on robust project and programme management.

5.2 Legal implications

The Council is under various statutory duties relevant to this report which includes:

- (a) Maintaining the City's adopted highway network and associated structures;
- (b) Maintaining the City's traffic management infrastructure;
- (c) Managing the City's road network to secure the expeditious movement of traffic;
- (d) Promoting/encouraging safe, integrated, efficient and economic transport facilities and services in conjunction with the ITA;
- (e) Investigating road accidents and introducing measures to prevent their recurrence;
- (f) Producing a definitive map recording all public rights of way in the City;
- (g) Acting as a 'risk management authority' in respect of highway drainage for the purposes of the Flood and Water Management Act 2010

The Council also has various statutory powers which allow it to improve or add to the existing highway/traffic management infrastructure.

Any major contracts will be let so as to comply with EU/UK procurement rules.

The core funding for the Transportation and Maintenance Capital Programme is set out in Table 2 above and totals £6.615m. As indicated this is complemented by other specific sources of funding from contribution under planning agreements under Section 106 of the Town and Country Planning Act 1990. Funding from planning obligations may only be used in accordance with the terms of the relevant agreement/undertaking under which the developer funding was provided.

6. Other implications

6.1 How will this contribute to achievement of the council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / LAA (or Coventry SCS)?

The programme will help to address Sustainable Community Strategy (SCS) objectives such as poor air quality, climate change by encouraging more sustainable forms of transport such as walking, cycling and public transport promoting the City Councils 'Age Friendly' aspirations

Schemes such as Public Realm works and the significant maintenance programme will help to address the SCS priority of making streets and open spaces more attractive and enjoyable places to be as well as the SCS transport priority of encouraging more walking and cycling.

6.2 How is risk being managed?

For each programme/scheme, there are nominated project sponsors and managers who will be held accountable for delivery. The governance arrangement will be for the capital programme to be overseen by a board comprising the Assistant Director (Planning, Transport and Highways), service manager (project sponsor) and financial officers. The project managers collectively form the capital programme team which will ensure that the programme is delivered on time, to budget and to an appropriate standard. The findings and recommendations of the board will be reported to the responsible cabinet member/s via established briefing and reporting mechanisms as appropriate. In addition summary updates are provided to Cabinet as part of the quarterly budgetary control process.

To manage physical risks, the Construction and Design Management (CDM) process is also used for all appropriate schemes (larger schemes which meet certain criteria) to ensure that risks are designed out and that construction takes place by an approved contractor in a safe way.

6.3 What is the impact on the organisation?

The programme will be delivered using existing resources where possible.

6.4 Equalities / EIA

An equality impact assessment was carried out during the formulation of the West Midlands Strategic Transport Plan.

6.5 Implications for (or impact on) the environment

The programme will have a beneficial impact on the environment as many schemes are designed to encourage sustainable forms of travel such as walking, cycling and public transport, as well as schemes to reduce congestion and improve the public realm.

6.6 Implications for partner organisations?

The implementation of the programme will have a positive impact on businesses and the general population of the City through improvements to road maintenance and the wider transport network. The Coventry and Warwickshire Local Enterprise Partnership (LEP) has identified transport as a high priority to support economic growth.

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Description of Maintenance and Integrated Transport Schemes

Highways Maintenance Block

As a result of the programme of permanent repairs and preventative maintenance undertaken over the last five financial years, the deterioration of the road network has continued to reduce significantly and, it's resilience to the effects of winter weather is greatly improved.

The programmes of works, as shown in table 3, are aimed at continuing the significant improvement to the classified and unclassified carriageway network. The opportunity will also be taken to link the implementation of road maintenance and integrated transport projects together to lower costs and minimise disruption.

This year we will continue with the successful footway overlay and footway slurry seal programmes, to complement the footway reconstruction programme. Overlay and slurry seal, maximise value for money and introduce a theme of preventative maintenance into the programme.

It is important to note that exact limits for the extended footway programme are not provided in this report, due to volume of extra preparation work. A summary of the treatments proposed for use over the 2016/17 financial year are listed in appendix 3. As discussed in the report there is also an extra £1.409m provided by Whitefriars Housing Group for footways and highway network improvements this year.

Footway Treatments

Footway Reconstruction: A scheme of work which will often include excavation of kerb lines, relaying or renewing of kerbs, replacement of slabs or tarmac and sub-base layers. This restores the treated area to 'as new' condition.

Footway Overlay: A process where a further layer of tarmac is added to the existing tarmac surface. To do this a chase or 'key' is cut or planed behind the kerb or edging to allow the new surface to finish flush with existing edge levels.

Footway Slurry Seal: A process where a bituminous slurry mixture is spread across the existing tarmac. The process is thin, up to 10mm, so there are no level problems. This process is used on sites where early signs of deterioration are evident and hence is an excellent preventative maintenance treatment.

Carriageway Treatments

Carriageway Planing and Patching: This method of repair is best suited to those roads where there are larger (greater than 10 square metres) areas of deterioration, often at junctions and turning heads or where there are problems with old utility reinstatements. The process entails removing the top 40mm (or whatever is appropriate) and inlaying new material. Typical cost is £32.00 per square metre. This treatment has the added advantage of forming part of the preparation process for future preventative maintenance surface treatment schemes. Roads which have been planed and patched are very suitable for surface dressing or micro asphalt the following year. The sites listed for the Plane and Patch programme do not represent a full commitment to the budget allocated. This is because there is a reactive element to this operation, which gives the flexibility of carrying out large permanent repairs to roads which may deteriorate quickly for any reason. It is worth noting that for many of these sites, once the patching operation is completed will be suitable for preventative maintenance treatments in 2016 and 2017.

Carriageway Resurfacing: This treatment is split into two types, inlay and overlay. Best value is achieved with overlay and, where possible, this is the preferred approach.

Inlay: This is an inherently expensive approach and will be used only where absolutely necessary, usually where there has been a structural failure in the base layers. It is recognised that there are a few locations where a deeper repair is essential. The costs of this approach can be over £38.50 per square metre.

Overlay: For roads where the deterioration is confined to the upper layers of the carriageway, a good solution is to overlay. Similarly to footway overlay an extra layer of tarmac is laid over the existing surface. To maintain kerb height it is usually necessary to plane out adjacent to the carriageway edges. The advantage of this approach is that it increases the thickness of tarmac, thereby strengthening the carriageway and reducing the amount of material that has to be taken away. Henley Road is an example of a recent overlay scheme. For carriageways in poor repair, pre-patching is necessary. It is more expensive than Retread (see below), but is used in different traffic loading conditions i.e. on routes where HGV usage is higher often B and C Roads. Typical costs are £30.00 per square metre.

Retread: For carriageways that are beyond patching and where an overlay is not an option (because of drainage, levels or traffic loading), retread will be considered. It is a process that breaks up and recycles the existing surface, reusing the bituminous material to form a new base layer. This saves on transport and disposal costs, which is better both financially and environmentally. Cost is typically £30.00 per square metre including final surfacing, and the process is typically used on more lightly trafficked roads which generally form part of the unclassified network.

Surface Treatments: All of the above processes extend the life of a carriageway by a number of years and this life can be extended further by the application of surface dressing (tar and chips) or other thin layer systems such as a Micro-Asphalt. The importance of this surfacing is that it waterproofs the road surface and prevents the ingress of water. In winter, water significantly contributes to deterioration. On freezing, water expands and can cause weaker surfaces to break up.

This year will be the seventh year of the preventative maintenance programme, which has been very successful. The value of this approach can be seen from the fact that surface dressing costs of around £4.50 per square metre and Micro-Asphalt is typically £8.50 per square metre, compared to over £30.00 per square metre for resurfacing.

Drainage Surveys/Maintenance

Capital maintenance schemes include the renewal of piped systems where pipes have failed, the laying of new highway drains or relining of existing drains. These works address capacity or damage issues which are usually evidenced by flooding on or adjacent to the Highway. The Council procured a Drainage CCTV Term Contract in 2011 (currently in the process of being re-tendered, award due in 2016), and this is proving particularly useful in surveying the Highways drainage network and continuing to build an asset register, in line with the requirements of the Flood and Water Management Act.

Verges

This programme allows for the protection of verges, typically through the use of bollards in accordance with the adopted verge policy. It may also include provision of lay-bys or simply re-soiling existing verges, if new protective measures are in place. The trial of grass-grid type materials has been successful and their use will continue. This will allow vehicle over-run whilst maintaining a green look.

Vehicle Safety Fences

The 2016/17 budget is set at an appropriate level to maintain the existing safety fence asset. This allows for the testing and replacement of time expired safety fencing or fencing which no longer meets national specifications.

Structures

The LTP Maintenance (roads and bridges) element is used to provide a programme of capital maintenance across the city's 308 structures which comprise road bridges culverts, footbridges, retaining walls, sign gantries, and subways. Schemes cover a wide range of maintenance works, including strengthening, waterproofing, repair of structural elements, and replacement of movement joints. This work provided a new parapet to meet current standards and allowed the removal of the temporary concrete barrier which had been on site for several years. The programme also includes detailed structural inspections and assessments of substandard structures. Details of the programme are set out in Appendix 2.

Integrated Transport Block

Safety Schemes

This allocation will be used in the development and implementation of road safety schemes in areas where there is a high incidence of recorded personal injury collisions (at least six in three years) and in areas where there is a perceived danger highlighted by local residents. The inclusion of a request for a perceived safety scheme is dependent on the average (mean) speed within a 30mph speed limit being greater than or equal to 28mph, or within a 20mph speed limit (or zone) greater than 20mph. In addition the allocation will be used to carry out route based road safety studies and schemes with specific focus on locations with a disproportionate numbers of vulnerable road user casualties including pedestrians, cyclists and motorcyclists.

Details of proposed programme are set out in Appendix 4.

Vulnerable Users

This allocation, which complements the safety schemes programme, will be used to carry out improvements for our most vulnerable road users including cyclists and pedestrians of all ages. The programme of introducing 20mph speed limits/zones across the city will continue and a general review of speed limits will be commenced.

As part of the initiative to make Coventry an 'Age Friendly City,' it will also fund pedestrian dropped kerbs, on-street advisory disabled bays and access protection markings. A contribution will be used to support the recording of the Rights of Way network and its maintenance.

Traffic Management

This budget will be used to carry out changes to the public highway to reduce congestion and make more efficient use of existing road space. Examples include Traffic Regulation Orders, residents parking schemes, signing and lining changes and other minor engineering works.

Details of the proposed programme are set out in Appendix 5.

Intelligent Mobility and Age Friendly Programme

This programme of activity continues to build on Coventry's track record of innovation being at the forefront of best practice. It incorporates a number of complementary funding streams which have been drawn together to support match funding opportunities for further grant applications.

Managing the programme in this way will improve the coordination of activities, with a grant funded programme running over approximately 3 years which will receive a total of circa £3.4m of grant, of which £2.1m will be allocated to project partners on some projects. On other projects project partners will receive their funding direct with a total estimated programme value across all partner activity estimated to exceed £20m over this period. Partners include Horiba-MIRA, JLR, Warwick Manufacturing Group, University of Warwick, Coventry University, Siemens, Visteon, RDM, Serious Games International, West Midlands ITA, Vodafone, Huawei, InfoHub and various European cities.

Details of the various projects are in the table below.

Hope	A collaborative European funded project where over the period 2015-2017 the Council will receive funding to help develop and test an innovative journey planning tool that support low carbon impact journeys
UK Autodrive	A collaborative InnovateUK funded project in which the Council will receive funding to facilitate and host trials of connected and autonomous vehicles within the city, working with various major industry partners. The project started in in November 2015 and will run for 3 years.
UK CITE	A collaborative InnovateUK funded project working with Highways England and industry to establish a globally unique Connected and Autonomous Vehicle real-world test environment and facility. Estimated start April 2016, running for approximately 2.5 years
iVMS/Dynamic Routing	A collaborative project funded by CW LEP which will deliver immediate traffic management efficiencies as well as develop new technologies to improve vehicle routing and network resilience. Started in December 2015 and running for approximately 2.5 years.
Catch!	A collaborative InnovateUK funded project in which the Council will receive funding to coordinate between various UK cities and recruit users of a travel App which will improve highway network management information. Started in January 2016 and running for 2 years.

The objective is to continue to bring together Intelligent Transport Systems and various sources of travel information to provide the most efficient highway operation and improve the ease of use of accurate travel information for the public. These projects have significant future benefits for improving the impact of transport on air quality and the ability of people to travel more freely.

An example which demonstrates the practical application of new technologies has been the testing of a new form of zebra crossing in the city centre, the new crossing point can communicate with partially sighted users to confirm to them that it is safe to cross once the crossing equipment has detected that the approaching traffic has stopped.

Works as a result of the route signing strategy, drawn up in 2015/16, will continue to ensure that all road signing is consistent and legible, with SMART technologies being used to provide upgraded Variable Message Signing to city centre car parks leading to reduced congestion. This will assist the review of directional signing and associated street clutter and make it easier for people to navigate around the city.

Works will continue to streamline UTMC technical systems and to make improvements to traffic signals

Details of the proposed programme are set out in Appendix 6.

2016/17 Highway Structures Programme

ROAD NAME	TERMINALS FROM	TO	Ward
Ringway Rudge Junction 7	Rudge/Meadow Street Culvert		St Michaels / Sherbourne
Butt Lane	Cul de Sac, Bridges x3		Bablake
Farcroft Avenue	Farcroft Culvert/Goldthorne Culvert		Woodlands
Lockhurst Lane/Holbrook Lane	Lockhurst Lane Viaduct		Radford / Foleshill / Holbrooks
Ringway Rudge/Hill Cross Junction 8	Holyhead Road over Bridges		St Michaels / Sherbourne
A444 Phoenix Way	Walsgrave Road/Caludon Road/Burlington Rd/Heath Road Over Bridges		St Michael's/Upper Stoke
A4114 Pickford Way	Pickford Way Footbridge		Bablake/Whoberley

2016/17 Carriageway Resurfacing Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Acorn Street	Full Length		Lower Stoke
Aldermoor Lane	Round House Road	Ernsford Avenue	Lower Stoke
Ansty Road	Roundabout Clifford Bridge Road	Caludon Park Avenue	Wyken
Ansty Road	Norton Hill Drive	Roundabout Clifford Bridge Road	Wyken
Belgrave Road	Arch Road	Clifford Bridge Road	Wyken
Broad Lane	Coral Close	Central Lane Dunchurch Highway	Earlsdon
Broomfield Place	Sovereign Row	Railway Bridge	Sherbourne
Cox Street	Cope Street	Grove Street	St Michaels
Foleshill Road	Lockhurst Lane	Station Street East	Foleshill
Foleshill Road	Station Street	Churchill Avenue	Foleshill
Foleshill Road	Churchill Avenue	Slip Roundabout Phoenix Way	Foleshill
Foleshill Road	Roundabout at Phoenix Way	Carriageway	Foleshill
Foleshill Road	Eagle Street	Matlock Road	Radford / Foleshill
Ringway Hill Cross	Radford Road Roundabout	Anticlockwise Dual Carriageway	St Michaels
Ringway St Nicholas Roundabout	Foleshill Road Roundabout	Foleshill Road Roundabout	Radford
Ringway Swanswell Spur	Clockwise Dual Carriageway	Anticlockwise Dual Carriageway	St Michaels
Ringway Swanswell Spur	White Street	Central Lane Swanswell Ringway	St Michaels
Ringway Swanswell Spur	Central Lane Ringway	Hales Street	St Michaels
Wall Hill Road	Bridle Brook Lane	Watery Lane	Bablake
Winsford Avenue	Kendal Rise	Winsford Court	Whoberley

2016/17 Carriageway Retread Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Brackenhurst Road	Brownhill Green Road North	Brownhill Green Road South	Bablake
Canley Ford	Kenilworth Road	End	Earlsdon
Chadwick Close	Claverdon Road	End	Woodlands
Falstaff Road	Bushberry Avenue	Frisby Road	Woodlands
Handsworth Crescent	Full Length		Woodlands
Kendal Rise	Full Length		Whoberley

Melville Road	Full Length		Sherbourne
Over Street	Haddon Street	Tallants Road	Longford
Poplar Road	Full Length		Earlsdon
Ranby Road	Full Length		St Michaels
Rothesay Avenue	Full Length		Westwood

2016/17 Carriageway Micro Asphalt Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Abbotts Lane	Full Length		Sherbourne
Aldrich Avenue	Full Length		Woodlands
Alvestone Road	Heath Road	Burlington Road	Upper Stoke
Banks Road	Full Length		Radford
Briscoe Road	Butlin Road	Hen Lane	Holbrook
Carver Close	Full Length		Wyken
Cavendish Road	Full Length		Woodlands
Copt Oak Close	Full Length		Westwood
Emscote Road	Full Length		Lower Stoke
Fletchamstead Highway Slip Road	Phantom Coach PH	Sir Henry Parkes Road	Westwood
Fletchamstead Highway Slip Road	Phantom Coach PH	Sir Henry Parkes Road	Westwood
Grafton Street	Bramble Street	Binley Road	St Michaels
Ilford Drive	Full Length		Wainbody
Kirby Corner Road Service Road	Front of No 22	Front of No 2	Wainbody
Lowther Street	Swan Lane	Hammond Street	St Michaels
Lydford Close	Full Length		Upper Stoke
Macaulay Road	Full Length		Lower Stoke / Wyken
Malmesbury Road	Full Length		Holbrook
Manor House Drive	Side of car park	Quadrant Offices	St Michaels
Matlock Road	Full Length		Foleshill
Peveril Drive	Full Length		Wainbody
Pinner's Croft	Full Length		Upper Stoke
Poolside Gardens	Full Length		Wainbody
Redesdale Avenue	Batsford Road	Evenlode Crescent	Sherbourne
Rees Drive	Full Length		Wainbody
Shuttle Street	Full Length		Longford
Silverton Road	Full Length		Foleshill
Simon Stone Street	Full Length		Longford
Stanway Road	Full Length		Earlsdon
Stareton Close	Full Length		Earlsdon
The Shrubberies	Full Length		Wainbody
The Spinney	Full Length		Wainbody
Tomson Avenue	Radford Circle	Lawrence Saunders Road	Radford

Vardon Drive	Full Length		Wainbody
York Close	Full Length		Binley & Willenhall

2016/17 Carriageway Surface Dressing Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Belvedere Road	Full Length		Earlsdon
Brade Drive	Boswell Drive	A4600 Ansty Road	Henley
Brandfield Road	Full Length		Bablake
Brookside Avenue	Wildcroft Road	Greendale Road	Whoberley
Cameron Close	Windmill Hill	End of Road	Bablake
Dysart Close	Full Length		St Michaels
Eld Road	Full Length		Foleshill
Falconbridge Avenue	Full Length		Woodlands
Green Lane South	Daleway Road	Crossway Road	Wainbody
Hampton Road	Full Length		Foleshill
Houldsworth Crescent	Fallowfields	Nunts Lane	Holbrook
Huntindon Road	Mayfield Road	Belevedere Road	Earlsdon
Mulliner Street	Full Length		Foleshill
Nunts Lane	Penny Park Lane	Rockley Lane	Holbrook
Oxley Drive	Full Length		Wainbody
Pensilva Way	Full Length		St Michaels
Priors Harnall	Full Length		St Michaels
Rotherham Road	Beake Avenue	Blenheim Avenue	Holbrook
Southbank Road	Full Length		Sherbourne
Sturminster Close	Full Length		Wyken
The Barley Lea	Full Length		Lower Stoke
Tocil Croft	Full Length		Wainbody
Vauxhall Street	Full Length		St Michaels
Wolfe Road	Torrington Avenue	Charter Avenue	Westwood
Woodridge Avenue	Full Length		Woodlands

2016/17 Carriageway Plane and Patch Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Aberdeen Close	Various areas of patching		Woodlands
Ambler Grove	Various areas of patching		Lower Stoke
Appledore Drive	Various areas of patching		Woodlands
Ash Priors Close	Various areas of patching		Westwood
Bennetts Road North	Various areas of patching		Bablake
Brathay Close	Various areas of patching		Cheylesmore
Caithness Close	Various areas of patching		Woodlands
Carey Street	Various areas of patching		Longford
Cecily Road	Various areas of patching		Cheylesmore
Cloud Green	Various areas of patching		Wainbody
Crampers Field	Various areas of patching		Radford
Ebro Crescent	Various areas of patching		Binley & Willenhall
Fir Grove	Various areas of patching		Westwood
Fir Tree Avenue	Various areas of patching		Westwood
Forester's Road	Various areas of patching		Cheylesmore
Goode Croft	Various areas of patching		Woodlands
Hardwick Close	Various areas of patching		Woodlands
Harvesters Close	Various areas of patching		Wyken
Hemsby Close	Various areas of patching		Westwood
High Beech	Various areas of patching		Woodlands
Hockley Lane	Various areas of patching		Woodlands
Inca Close	Various areas of patching		Binley & Willenhall
Kanzan Road	Various areas of patching		Longford
Kimble Close	Various areas of patching		Whoberley
Kirby Road	Various areas of patching		Whoberley
Medina Road	Various areas of patching		Foleshill
Nordic Drift	Various areas of patching		Henley
Orton Road	Various areas of patching		Holbrook
Sapphire Gate	Various areas of patching		Lower Stoke
Shire Close	Various areas of patching		Longford
Springfield Road	Various areas of patching		Foleshill
St Martins Road service Road	Various areas of patching		Wainbody
Stepping Stone Road	Various areas of patching		Sherbourne
Sunbury Road	Various areas of patching		Cheylesmore
The Bintree	Various areas of patching		Lower Stoke
The Oaklands	Various areas of patching		Westwood
Theddinworth Close	Various areas of patching		Binley & Willenhall
West Avenue	Various areas of patching		Lower Stoke
Whaley's Croft	Various areas of patching		Radford
Widdecombe Close	Various areas of patching		Henley

Woodfield Road	Various areas of patching	Earlsdon
Wordsworth Road	Various areas of patching	Lower Stoke

2016/17 Footway Reconstruction/Overlay Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Beanfield Avenue (phase 3 of 4)	See note		Wainbody
Berry Street	See note		St Michaels
Browns Lane (phase 1 of 2)	See note		Bablake
Castle Close	See note		Cheylesmore
Daventry Road	See note		Cheylesmore
Dillotford Avenue	See note		Cheylesmore / Earlsdon
Farcroft Avenue (phase 1 of 2)	See note		Woodlands
Hipswell Highway (phase 3)	See note		Wyken / Lower Stoke
Holyhead Road	See note		Sherbourne / Bablake
John Rous Avenue	See note		Westwood
Larch Tree Avenue (phase 3 Final)	See note		Westwood
Meadow Road (phase 1 of 2)	See note		Holbrook
Nod Rise (phase 4)	See note		Woodlands
Oxendon Way (phase 3 of 4)	See note		Binley & Willenhall
Porlock Close	See note		Cheylesmore
Regina Crescent (phase 1 of 2)	See note		Henley
Sadler Road (phase 1 of 2)	See note		Bablake / Radford
Station Avenue (phase 1 of 2)	See note		Westwood
Trinity Street	See note		St Michaels
Walsgrave Road (phase 2 final)	See note		St Michaels / Upper Stoke / Lower Stoke

2016/17 Footway Slurry Seal Schemes

ROAD NAME	TERMINALS FROM	TO	WARD
Birch Close	See note		Woodlands
Brunswick Road	See note		St Michaels
Canley Road	See note		Earlsdon / Whoberley
Carmelite Road	See note		St Michaels
Earlsdon Avenue North	See note		Earlsdon / Whoberley
High Beech	See note		Woodlands
Hollis Road	See note		Lower Stoke
Larkfield Way	See note		Woodlands
Moor Street	See note		Earlsdon
Oakford Drive	See note		Woodlands
Queen's Road	See note		St Michaels
Regent Street	See note		St Michaels
Ridge Court	See note		Woodlands
Stoney Stanton Road	See note		Foleshill
Upper York Street	See note		St Michaels
Wareham Green	See note		Wyken
Woodridge Avenue	See note		Woodlands
Worsfold Close	See note		Bablake

Note:

Schemes may not be the entire Length of the named street/road

2016/17 Drainage CCTV Surveys

ROAD NAME	TERMINALS FROM	TO	Ward
Wyken Grange Road	Wyken Grange Road	Ansty Road	Upper Stoke
Lythalls Lane	253 Lythalls Lane	259 Lythalls Lane	Foleshill/Holbrooks
Kingfield Road	Kingfield Road	Outside 50 Kingfield Road	Foleshill
Holbrooks Lane	170 Holbrooks Lane	200 Holbrooks Lane	Holbrooks
Park Road	Full Length		St Michaels
Bennetts Road South	80 Bennetts Road South	100 Bennetts Road South	Bablake/Holbrooks
Stivichall Croft	Stivichall Croft	Baggington Road	Earlsdon/Wainbody
Ansty Road	81 Ansty Road	101 Ansty Road	Henley/Upper Stoke/Lower Stoke

2016/17 Capital Drainage Works

ROAD NAME	TERMINALS FROM	TO	Ward
Barker Butts Lane	77 Barker Butts Lane (and 73 Moseley Avenue)	81 Barker Butts Lane	Sherbourne Radford, Bablake
Grange Road	Outside 294 Grange Road	Junction of Jackers Road	Longford
Wyken Grange Road	Junction of Forknell Avenue	Junction of Ansty Road	Upper stoke
Coundon Road	Outside Station House, Coundon Road	Outside 41 Coundon Road	Sherbourne
259 Lythalls Lane	Junction of Compton Road	Junction of Cossington Road	Holbrooks
Opposite 136 Holbrook Lane	Outside 110 Holbrook Lane	Outside 158 Holbrook Lane	Holbrooks
Outside 182 Holbrook Lane	Outside 176 Holbrook Lane	Outside 202 Holbrook Lane	Holbrooks
Regent Street/Queens Road	Outside 19 Queens Road	Junction of Upper York Street	St Michaels
Park Road – unsure whether combined sewer or highway drain	Junction of Manor Road	End of Park Road (subway end)	St Michaels
84 Bennetts Road South – investigate whether gullies connect to combined sewer or highway drain	Outside 72 Bennetts Road South	Outside 88 Bennetts Road South	Bablake
Barras Green/ Barras Lane	Junction of Barras Green and Heath Road	100 Heath Road	Upper Stoke/Sherbourne
Lichen Green	Outside 29 Lichen Green	Outside 8 Lichen Green	Wainbody
Kingfield Road	Junction of Threadneedle Street	Outside 181 Kingfield Road	Foleshill

Proposed 2016/17 Verge Programme

Location	Proposed Action
General	Repair and protection
Previously approved in 2015/16	
Beake Avenue (459-467)	Install concrete grass grid or similar
Radford Road* (126 - Swillington Rd)	Combination of use of recycled materials to repair and concrete grass grid or similar
A45 (3 laybys)	Use recycled materials to repair
Tier 1 Roads	
A4600 – Ansty Road (448 - Caludon Park Ave)	Installation of bollards to prevent parking
A4600 – Hinckley Road (inbound) (Parkway to north east of layby)	Installation of bollards to prevent HGV parking
Tier 2 Roads	
Charter Ave (Various location between 460 – Mitchell Ave)	Combination of use of recycled materials to repair and bollards
Waste Lane (north side - vicinity of car park entrance)	Installation of bollards to prevent parking
Cheveral Avenue (41 – 51)	Use recycled materials to repair
Watery Lane (15 to Hall Brook Lane)	Use recycled materials to repair worst sections
Woodway Lane (Church to Potters Green Road)	Installation of bollards to prevent parking
Beake Avenue (Burnaby Road to Rupert Road)	Combination of use of recycled materials to repair and bollards

* Section approved previously 126 -152 Radford Road

Note: All locations subject to investigation and possible delays caused by engineering difficulties

Safety Schemes and Traffic Management Programme 2016/7

Priority List		Type of scheme	
Location	Possible Action	LSS	PSS
London Road (A444 to St. James Lane)	Reduction in speed/ speed awareness measures.	X	
Ansty Road/Wyken Croft	Speed awareness measures.	X	
Longford Road (Windmill Road to Parkstone Road)	Changes to junction	X	
A444/Foleshill Road	Changes to road markings, barriers	X	
Lythalls Lane (Compton Road – Bedlam Lane)	Vehicle Activated Sign and road markings	X	
Lynchgate Road	20mph zone (in conjunction with Warwick University traffic calming)		X
Beake Avenue – north of Rylston Avenue	Pedestrian refuge type scheme		X
Broad St (near Webster St)	Pedestrian refuge type scheme		X
Mercer Avenue	Pedestrian refuge type scheme		X

LSS: Local Safety Scheme

PSS: Perceived Safety Scheme

Traffic Management 2016/17

General	General low cost traffic management measures. e.g. road markings, traffic signs, bollards and congestion related remedial measures
Traffic Counts	Surveys to assess, traffic movements, speeds and volume
Traffic Regulation Orders	Advertisement and implementation of new and amended waiting restrictions
Residents' Parking Schemes	Programme of new residents' parking schemes around the City
A4600 Red Route	Amendments to traffic regulation order and congestion measures
Longford Road/Oakmoor Road	Capacity improvement
Binley Road/Allard Way	Capacity improvement

Notes.

- This includes approved priority and reserve schemes which will be carried forward from 2015/16.
- All locations subject to detailed investigation and possible delays caused by engineering difficulties / consultation issues

Intelligent Mobility and Age Friendly Programme 2016/17**Traffic Signal Improvements**

Priority Activity List	Possible Action
Binley Rd/Church Lane	Improvement to traffic signals to assist traffic and pedestrian movement
London Rd/St James Lane	Improvement to traffic signals to assist traffic and pedestrian movement
Bedworth Rd/Oban Road	Improvement to traffic signals to assist traffic and pedestrian movement
Reserve List	
Sewall Highway/Blackberry Lane	Improvement to traffic signals to assist traffic and pedestrian movement
Foleshill Rd/Harnall Lane	Improvement to traffic signals to assist traffic and pedestrian movement
Cox St/Swanswell St	Improvement to traffic signals to assist traffic and pedestrian movement

Cabinet

8 March 2016

Name of Cabinet Members:

Cabinet Member for Education – Councillor Kershaw

Directors Approving Submission of the report:

Executive Director of People

Director of Education, Libraries and Adult Learning

Ward(s) affected:

None

Title:

Plas Dol-y-Moch: Investing in Outdoor Education for Coventry's Children and Young People

Is this a key decision?

No

Executive Summary:

Plas Dol-y-Moch is Coventry's outdoor education centre. For the past 50 years it has provided Coventry children with memorable experiences and effective learning in a natural outdoor setting. As its 50th anniversary approaches, this report sets out the strategic case for investing £750,000 into improving the facilities at Plas Dol-y-Moch to meet the needs of the city's growing and changing pupil population. It pledges the Council to lend two thirds of this (£500,000) and outlines a community-led fundraising drive co-ordinated by the Friends of Dol-y-Moch, in partnership with the Cabinet Member for Education and the Head of Centre to raise the remainder (£250,000) in the next year. This will help secure the centre for the next generation and is in line with the Council's *Connecting Communities* approach.

Recommendations:

Cabinet is requested to:

1. Approve the expansion of Plas Dol-y-Moch, at a cost of £750,000, providing conditions are met as outlined below.
2. Approve a capital investment of £500,000 to be funded via the Council's capital programme and repaid by the service to the Council over 10 years with interest.
3. Note that the Friends of Dol-y-Moch, in collaboration with the Cabinet Member for Education and Head of Centre, launch and support a community-led fundraising exercise and support bids for external grants to raise £250,000 towards the project by September 2017 in line with the *Connecting Communities* approach.
4. Subject to regular monitoring of the funds being raised by the Outdoor Education Committee, authorise officers to undertake works at Plas Dol-y-Moch and to include this as

part of the Council's capital programme on the assumption that the £250,000 gap can be raised by September 2017.

5. Approve in principle that the Council will be guarantor for any external grant funding received up to a combined total of £250,000 and delegate responsibility to the Executive Director of Resources in consultation with the relevant Cabinet Member in relation to details of any such guarantor agreement.

List of Appendices included:

Appendix 1: Financial projections

Appendix 2: Evidence base for the expansion of Plas Dol-y-Moch

Appendix 3: Fundraising and programme of activities

Background papers:

None

Other useful documents:

Developing social enterprises, mutuals and other forms of public service delivery including Key principles for Council spin-outs (Cabinet, 2 December 2014)

Strategic direction for the future of outdoor education provision / Plas Dol-y-Moch, Briefing note to Cabinet Member for Education, 2 March 2015

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

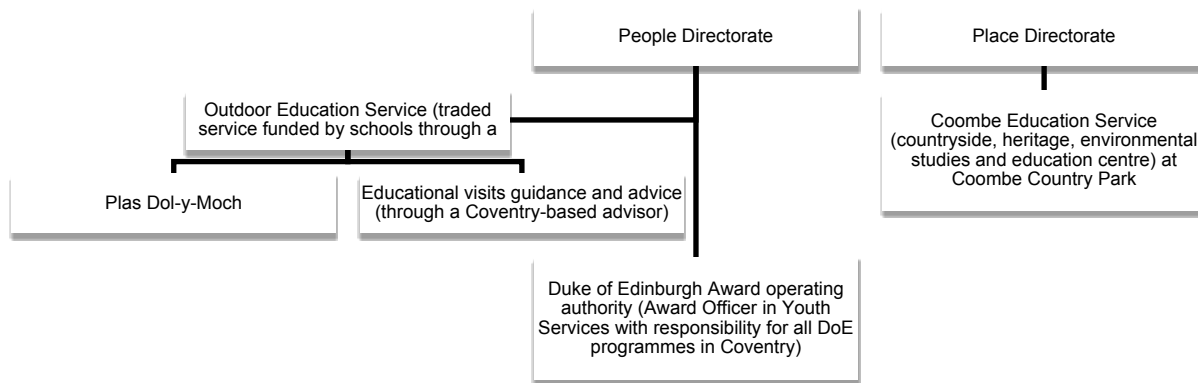
Will this report go to Council?

No

Report title: Plas Dol-y-Moch: investing in outdoor education for Coventry’s children and young people

1 Background / context

1.1 Plas Dol-y-Moch (PDyM) is Coventry’s outdoor education centre. Since 1966, it has provided Coventry children with memorable experiences and effective learning in a natural outdoor setting. It is part of Coventry’s wider portfolio of outdoor education:



1.2 Outdoor education is co-ordinated and overseen by the Outdoor Education Steering Group (OESG) chaired by the Cabinet Member for Education. Membership includes head teachers representing primary, secondary and special schools; school governors; representation from services and the Friends of Plas Dol-y-Moch.

1.3 Plas Dol-y-Moch was considered as part of a service-led proposal to ‘spin-out’ a range of services for schools into an independent social enterprise in order to grow and attract new resources. This option was considered in line with the Council’s priority to encourage the development of social enterprises, mutuals and other alternative operating models (Cabinet, December 2014) and was ruled out at that time.

1.4 PDyM is a cost-neutral traded service with potential income generation possibilities. It is also in line with the Council’s policy direction set out in the Council Plan (July 2015) to increase the range of opportunities for people to access sports & leisure and other activities.

1.5 Stakeholders reviewed how outdoor education in the city operated, with workshops in Summer 2015 to consider the strengths, opportunities, weaknesses and threats faced, and help to shape a new strategic direction for the future of outdoor education provision. This work identified that the greatest threat to PDyM was its inability to accommodate two whole year groups of 30 and that investing in expanding PDyM would deliver the greatest benefit for the city. PDyM trades well and is sustainable going forward if capacity can be increased – and thus, work was done to establish the feasibility, desirability and viability of financing additional works to service an increased capacity of 60 pupils, which would help meet the needs of the city growing population and secure the facility for the next generation. This was supported by the June 2015 survey of school headteachers into future buying intentions (Appendix 2.2); usage statistics showing sustained demand (Appendix 2.3); and the strong affinity to PDyM as demonstrated by feedback (Appendix 2.4).

1.6 Recognising the continued and sustained reduction in resources from central government, and the discretionary (non-statutory) nature of the service, the plans and proposals set out in this report ensure the community-driven fundraising initiative is an essential part of the viability of this project. This in line with the *Connecting Communities* approach to raise funds for the project while keeping charges to pupils and parents affordable.

2 Options considered and recommended proposal

- 2.1 The main recommendation to Cabinet is to invest in a £750,000 expansion of Plas Dol-y-Moch to capitalise on the growing demand for services, with £500,000 funded via the Council’s capital programme, repaid by PDyM, and the remaining £250,000 to be secured through fundraising by September 2017. The case for expansion is detailed in Appendix 2.
- 2.2 Whilst it is acknowledged that there are a number of ways to grow outdoor education provision, the Outdoor Education Steering Group determined Coventry City Council remain as the main provider. This does not preclude collaborative work with other Coventry providers as there is scope to develop this.
- 2.3 Based on the evidence available, pupil numbers are expected to grow at such a rate that PDyM is expected to continue to be oversubscribed (Appendix 2.1). This was supported by the June 2015 survey of school headteachers into future buying intentions (Appendix 2.2); usage statistics showing sustained demand (Appendix 2.3); and the strong affinity to PDyM as demonstrated by feedback (Appendix 2.4). This gives a high degree of confidence that PDyM will remain at capacity even before considering any business development / income generation activities such as marketing PDyM to non-Coventry schools.
- 2.4 PDyM is currently unable to meet the capacity required by Coventry schools to service an entire year group of 60 pupils (two full classes of 30) at a time, identified as a risk through the review. As pupil numbers grow, this problem is expected to grow over time which could mean losing customers to alternative provision – threatening the future viability and quality of the service. To mitigate this risk, the following options were tabled and considered by the OESG, set out below:

Objective	Option 1 Maintain existing service (do nothing)	Option 2 – chosen Expand Plas Dol-y-Moch	Option 3 Expand or buy services elsewhere
Increasing capacity to maintain viability			
To service an increased capacity of 60 pupils to meet the needs of Coventry’s growing pupil population	Unable to meet objective. Schools may choose alternative provision able to host full year groups. Does not optimise efficient use of PDyM	Meets objective: expansion helps ensures PDyM remains preferred choice for Coventry schools. Provides most efficient capacity for school and service.	May be able to meet objective but unlikely to benefit from economies of scale.
Improving facilities to maintain quality			
To upgrade and enhance facilities to meet contemporary needs.	Unable to meet objective beyond minimal investment to maintain the fabric of listed building. Does not optimise efficient use of PDyM.	Meets objective: new facilities and enables older areas of the building to be refurbished. Provides most efficient capacity for school and service.	Not applicable.

- 2.5 This options analysis demonstrates that Option 2, to expand Plas Dol-y-Moch, ensures viability by increasing capacity and offering quality facilities. This not only strengthens the position of the service, but also addresses the opportunities available to increase overall provision and mitigates against competitive threats as well.

- 2.6 Following the options analysis, Council officers have worked with architects to develop plans to address the critical building issues to increase capacity at Plas Dol-y-Moch (details set out in property implications, below).
- 2.7 Officers have explored various ways of financing the plans, totalling £750,000. The financing options considered are set out below:

	Option 1 Council covers full cost of expansion	Option 2 – chosen Council capital investment plus fundraising	Option 3 Doing parts of the works only
Description	Council capital investment of £750,000 to be repaid by service over 10 years with interest.	Capital investment of £500,000 to be repaid with interest and remainder met through fundraising.	Reduce scope of expansion to the level that the service can realistically afford, i.e. £500,000.
Advantages	No need for additional fundraising.	Delivers the full set of improvements required while remaining affordable to service. Involves Friends group in line with connecting communities approach.	Affordable to service. No need for additional fundraising.
Disadvantages	Necessitates steep rise in charges to schools and/or parents. Rise in charges threatens future financial viability of service.	Relies on fundraising of 250K being achieved.	Increasing dining provision without a corresponding increase in wash and wet room capacity will not deliver the improvements required nor generate the additional income required to repay the loan.

- 2.8 The option set out in this report is a Council capital investment of £500,000 to be repaid by the service with interest over ten years (set out in the financial implications section below); and a proposed community-led fundraising drive to raise £250,000 to fund additional improvements to the facility (initial work set out in the results of consultation undertaken section, below). The Council's role in the latter is in offering advice and support where possible around potential external grants and marketing/promotion strategies and monitoring income targets.

3 Results of consultation undertaken

- 3.1 The recommendation was developed with a representative group of stakeholders through the Outdoor Education Steering Group (OESG). It takes into the account the evidence base for the future of pupil numbers; the views of school headteachers obtained through a survey; statistics about Coventry schools' actual usage of outdoor education at PDyM, competing service providers; and other outdoor education services provided to Coventry school children.

- 3.2 Initial approaches have been made by the Cabinet Member for Education; Friends of Plas Dol-y-Moch; various headteachers; and the Council's community development team, to business leaders, corporate social responsibility departments and funding organisations to secure additional funding for PDyM. These approaches have resulted in work to develop (a) a proposed community-led fundraising drive and (b) associated marketing and communications plan and sponsorship package, set out below (detail in Appendix 3).

fundraising drive: fundraising activities currently being proposed include a plan to weave in Coventry's Olympic legacy through a community-led *Route to Rio* project to kickstart a crowdfunding campaign; a programme of Friends-supported activities at PDyM to celebrate the centre's 50th year; and further bids to grant-making bodies; and

marketing & communications: a marketing and communications plan and sponsorship package to build momentum for the fundraising and crowdfunding events is in development; this will include aiming to work with the local media and advertising at the city's major events such as Godiva Festival; and building in a link to Coventry's bid to become the 2021 City of Culture.

- 3.3 The Council also commissioned Dave Harvey, the Head of the Association of Outdoor Education Centres and Head of Residential Provision at the Brathay Trust, a charitable organisation providing opportunities for young people, to provide an external perspective on the proposals for PDyM. Mr Harvey remarked that there is a "clearly articulated need for the expansion of facilities" and recognised the high occupancy rates at the centre and support from Coventry schools.

4 Timetable for implementing this decision

- 4.1 The Council is looking for evidence that the £250,000 gap can be met by September 2017. This year the centre celebrates its 50th anniversary as Coventry's outdoor education centre. At a time when other local authorities are reducing the number of opportunities that children and young people have to experience a real outdoor education, it is a timely opportunity not only to demonstrate Coventry's continued commitment towards outdoor education in line with the Council's stated priorities; but also to capitalise on the fundraising for outdoor education in line with the *Connecting Communities* approach. The draft programme of activities for the fundraising drive is set out in Appendix 3.
- 4.2 Construction is not expected to have an impact on on-going provision at PDyM. However, following completion of the dining room, transfer of the existing kitchen services and utilities to the new facility will take place during a closed period to minimise impact on services provided from PDyM. It is anticipated that the expansion will be complete for the 2017/18 school year.

5 Comments from Executive Director of Resources

5.1 Financial implications

- 5.1.1 Outdoor education is a discretionary service by the Council. As a traded Council service, PDyM is expected to raise its own income from course charges to schools and parental contributions to fund its annual expenditure including direct running costs, centralised charges and contribution to overheads consistent with other Council services.
- 5.1.2 PDyM is operating at full capacity and experiences continued and sustained support from Coventry schools, and is forecast to breakeven in 2015/16 as in previous years. There are cost pressures due to increases in pension costs in 2016/17 onwards but with additional bed-nights and efficiency savings PDyM are forecast to maintain a balanced position.

- 5.1.3 The expansion to PDyM will incur one-off capital costs of £750,000. This will provide a new catering/dining facility and enable the older areas of the existing building to be refurbished including showers/wet area. This will enable PDyM to service a full cohort of 60 pupils, providing an additional 1,500 bed nights which equates to an increase of 375 places for Coventry pupils every year; an increase in capacity of 12,377 bed-nights to 13,700 bed-nights (10.7% increase).
- 5.1.4 Various avenues for funding have been explored and expansion with a capital investment repaid by PDyM, of not more than £500,000, is affordable with the remaining £250,000 gap met through external grant funding; crowdfunding; funding from local businesses, schools and members of the public. This will require collaborative work with the Friends of Plas Dol-y-Moch, Cabinet Member for Education and city council officers.
- 5.1.5 Members need to be aware that external funding may require the local authority to act as guarantor to ensure that outputs, procurement processes, and other requirements are completed and complied with to the satisfaction of the funders.
- 5.1.6 The Council's £500,000 will be repayable with interest through income achieved through increased bed night capacity – the amount of £500,000 was decided on the basis that this is the maximum capital investment that the service can sustainably be expected to repay over a period of ten years (further detail in Appendix 1). It is recommended that the repayment of the capital investment commences once the development is complete and the service are able to offer access to larger groups and increased income is realised.
- 5.1.7 Members need to be aware that capital expenditure of this magnitude will not enhance the value of the asset by the level of expenditure.

5.2 Legal implications

- 5.2.1 Outdoor education such as PDyM is not a statutory service. With the Council's continuing and sustained financial pressures, there is an expectation that such services should continue to recover their own costs in full.
- 5.2.2 PDyM is a listed building in a national park and listed building consent will be requested for the alterations. Officers will progress this and procure the necessary works.

6 Other implications

6.1 How will this contribute to achievement of the Council's priorities?

The proposal to join-up and expand outdoor education provision in Coventry is in line with the Council Plan *Top Ten City* priority to *increase the range of opportunities for people to access arts & culture; sports & leisure; music & events; and other activities.*

The proposals also involves offering political backing and support to the community-led fundraising activities with the Friends of Plas Dol-y-Moch, in line with the Council's priorities to *engage with communities to involve them in shaping and improving local services* and in line with the *Connecting Communities* approach of creating the right climate and strengthening community roots to grow the 'middle space' – in this case, leaders and champions in the community and in businesses passionate about sports and outdoor activities leading fundraising activities for Plas Dol-y-Moch.

6.2 How is risk being managed?

The cost of this proposal is £750,000 including a £500,000 capital investment, repaid by PDyM. There are inherent risks from any capital investment which requires repayment over

a period. There is however clear and sustained demand for outdoor education services at PDyM, supported by the growth in pupil numbers. This gives confidence that the financial projections for the service to repay the Council's capital investment are a reasonable risk.

PDyM is also unique in that any bookings are made one year in advance and schools carry a penalty for cancellation when the booking cannot be refilled. This means an early alert of any potential reduction in income can be monitored by the OES Steering Group. It would also be our intention to review the governance arrangements and ensure accountability to the OES "Committee", with suitable representation to monitor the risk of any defaults in repaying the investment.

The Council is looking for evidence that the £250,000 gap can be met by September 2017. There is a medium risk that this cannot be met. In such a case, expansion funding will be reviewed by the OES Committee in liaison with the Director of Resources. This presents a risk to the future of Plas Dol-y-Moch as schools requiring centres with higher capacities will go elsewhere, which could affect the future sustainability of the centre.

6.3 What is the impact on the organisation?

Property implications:

A condition survey established that the external elevations of the building generally appear to be in reasonable condition, with relatively minor repairs required over the next five years; while internally, the original building is generally in fair condition with general wear and tear evident, and redecorations will be required in the medium term to these areas. Operating costs, including on-going property maintenance costs (but not capital costs) are recovered from income generated at the centre.

Design proposals for PDyM, in consultation with external architects Dobson Owen, show that the key operational constraint at PDyM is the ability to cater for two classes (60 pupils) at the same time. The overall development plan developed by Dobson Owen for PDyM comprises a new catering centre, and upgraded showers, toilets, changing and drying facilities within the main house for pupils and visiting staff.

The costs of the above works is estimated to be £750,000. Members need to be aware that these are costs estimated at the feasibility study stage and have not been tested in the marketplace.

Area of work	Estimated cost
Catering centre	£ 400,000
Modifications to main house (upgraded changing and drying facilities)	£ 190,000
External works	£ 80,000
Sub-total	£ 670,000
Other professional fees, planning fees and other charges	£ 80,000
Total	£ 750,000

Human Resources implications:

None.

6.4 Equalities / EIA

The expanded offer will provide more up-to-date and accessible provision, enhancing access to outdoor education provision for Coventry children and young people.

6.5 Implications for (or impact on) the environment

None.

6.6 Implications for partner organisations?

The Friends of Plas Dol-y-Moch, the family of Coventry schools, and the local business community has a critical role to play to enable the fundraising plans to succeed and enable the expansion to take place.

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This report is published on the Council's website: www.coventry.gov.uk/councilmeetings

Appendix 1: Financial projections

Plas Dol-y-Moch is run as a traded service within Coventry City Council and in line with agreed policy the service is expected to cover the full cost of its operations from fees charged to schools, contributions from parents/guardians and others.

The service is forecast to achieve a balanced financial position in 2015/16 and 2016/17 which forms the basis for the financial modelling for the development.

Assuming the Council's capital investment of £500,000 is repaid over 10 years using a blended interest rate of 3.04% the annual repayment would be £58,735k per annum. Using the forecast additional bed nights and making assumptions on income and expenditure inflation this is forecast to be affordable as detailed below:

	£'000
Forecast income (based on 13,700 nights @£74.00) including special school subsidy	(998)
Forecast expenditure	934
Forecast trading Position	(64)
Capital investment repayment (£500,000 @ 3.04% over 10 years)	59
Forecast surplus	(5)

It should be noted that the forecast bed nights used is the realistic maximum based on modelling by the service, however it may not be possible to realise this increase immediately. This will need to be closely monitored through the budgetary control process with appropriate action taken to manage any shortfall in income such as exploring additional income opportunities and/or cost reduction.

The financial modelling is based on the following assumptions:

- salaries reflect increased employer contributions to pensions and NI;
- transport includes cost of additional vehicle from 2016/17 plus inflation;
- supplies and services increased in line with additional bed nights plus inflation;
- centralised charges based on 2016/17 actual charges; and
- income based on 13,700 bed nights at £74.00 per night.

Appendix 2: Evidence base for the expansion of Plas Dol-y-Moch

Evidence suggests a strong, continued demand for outdoor education services at Plas Dol-y-Moch. This includes continued expected high number of children entering into the school system; and statistics and survey results confirming continued high level of demand for outdoor education from Coventry schools overall and especially for Plas Dol-y-Moch; and overwhelmingly positive perceptions for the centre among pupils and staff, parents and carers, and the Coventry community more widely.

A key operational constraint at PDyM is the ability to cater for two classes (60 pupils) at the same time. Traditionally, up to 50 pupils could be catered for at the same time, meaning that schools had to split classes if more than one class wanted to attend. This acted as a disincentive for some schools using the centre. In addition, while in the short-term therefore there is no immediate concern around sustainability the centre is facing increasing competition from the private/voluntary sector. With some internal reorganisation, dormitory capacity was increased to 60 but the infrastructure to support this, including kitchens, dining rooms, and shower facilities) was working at or beyond capacity. The throughput of additional pupils, however, provides additional revenue that can support the provision of the capital cost of new kitchen, dining room and shower facilities. The costed options for refurbishing and extending PDyM would enable the service to cater to for 60 pupils plus support staff; that is, to two full forms of entry, helping mitigate against competitive threats.

Growth in numbers (Appendix 2.1)

Research evidence suggests an expected 16.5% increase in Year 6 pupil numbers by 2021 based on school census information.

Survey results (Appendix 2.2)

A survey of all headteachers was conducted in May 2015. A total of 81 responses was received, a response rate of 73%. This includes responses from 52 primary heads, twelve secondary heads and all seven special heads. The survey confirmed that the vast majority of schools continue to use PDyM and a sizable portion use it exclusively; and most of the users intend to continue using the service. PDyM has a very high term-time occupancy rate; probably one of the highest in the country. Two-thirds of respondents said it is important to expand facilities there to accommodate 60 pupils plus accompanying staff as it would mean being able to get entire year groups to go to the centre. Almost half of respondents willing to commit to purchasing from PDyM for at least three years into the future – giving assurance over future revenue levels.

Residential Outdoor Education Usage Statistics (Appendix 2.3)

The 'Evolve' system holds information about residential outdoor education activities undertaken by Coventry primary, secondary and special schools – including uptake at PDyM, uptake at external/competing providers as well as residential outdoor trips abroad. Data for 2014/15 shows that 89% of Coventry schools took children to at least one outdoor education centre, a slight increase on 88% in 2013/14. PDyM's market share also increased: 80% of schools chose PDyM in 2014/15, an increase of 2% from 2013/14. The usage statistics show that the number of bed nights offered at the centre increased to 12,775 bed nights, an increase of 9% from 2013/14, and occupancy remains high, at 95%.

Course feedback (Appendix 2.4)

Pupils attending PDyM courses also have the opportunity to provide feedback on their experience through the PDyM-developed Centrefeedback system since October 2012. Feedback is overwhelmingly positive, and is used by the centre to influence the design of the courses offered. Since November 2014, staff have also had the opportunity to provide feedback through Centrefeedback. The system is now being used by other Association of Heads of Outdoor Education Centres (AHOEC) centres.

Appendix 2.1 Growth in pupil numbers 2015-2021

Nationally, ONS mid-2012 based population projections¹ suggest that England's population will grow by 4.3% from 54.6 million to 56.9 million by 2021. The population of young people aged 5-19 is expected to grow faster, at 5.2%.

Coventry is expected to grow faster than the national average, with a 7% growth in overall population from 337k to 361k including a 9% growth in the 5-19 population (from 63k to 68k) between 2015 and 2021.

The growth in population is also reflected by growth in pupil numbers: nationally there are 7,240,000 pupils in state funded schools in 2015 and this is expected to grow to 7,949,000 pupils by 2021, a 9.8% increase². At primary schools this is expected to grow by 7.2% from 4,400,000 to 4,716,000.

Similarly, Coventry's pupil numbers are expected to grow faster than nationally:

- based on population estimates, the city can expect to have 4,747 ten-year-olds by 2021, a 23.9% increase from 3,829 currently; and
- based on pupil numbers, the city can expect to have 4,476 Year 6 children by 2021, a 16.5% increase from 3,841 currently.

For reference, the following table sets out Coventry's population and pupil numbers.

Year group (based on date of birth)	Age	Population estimate mid-2014	Pupil numbers Jan 2015
Reception	4	4,747	4,476
Y1	5	4,519	4,319
Y2	6	4,498	4,404
Y3	7	4,333	4,141
Y4	8	4,079	3,922
Y5	9	3,794	3,809
Y6	10	3,829	3,841
Early years and primary sub-total	4-10	29,799	28,912
Y7	11	3,603	3,523
Y8	12	3,470	3,303
Y9	13	3,532	3,367
Y10	14	3,516	3,443
Y11	15	3,608	3,367
Secondary sub-total	11-15	17,729	17,003
Grand total		47,528	45,915

¹ ONS 2012-based Subnational Population Projections for England
<http://www.ons.gov.uk/ons/rel/snpp/sub-national-population-projections/2012-based-projections/stb-2012-based-snpp.html>

² National pupil projections: trends in pupil numbers - July 2015, Department for Education
<https://www.gov.uk/government/statistics/national-pupil-projections-trends-in-pupil-numbers-july-2015>

Appendix 2.2 Results of survey of Coventry schools on outdoor education



Plas Dol y Moch
Outdoor Education Centre

School Survey

Results • June 2015



Background

A survey of school headteachers was conducted as part of the work of the Dol-y-Moch Task and Finish Group to develop a shared vision and strategic direction for the future of outdoor education provision for Coventry children and young people.

On 7th May, headteachers of Coventry's 111 schools were sent a briefing note, *Outdoor Education in Coventry – A Review* along with a link to a questionnaire on SurveyMonkey, a survey website.

Response rates

81 responses were received by 5pm on 1st June, a response rate of **73%**. This included: **52** primary heads (62% response rate₈₄); note: one response submitted on behalf of three schools; **12** secondary heads (60% response rate₂₀); and **7** special heads (100% response rate₇).

Note: 10 respondents did not provide contact details so school types cannot be identified. Highest response rates are special schools (100%) followed by secondary academies (75%). Lowest response rates are primary academies (17%) followed by voluntary aided secondary (53%).

Usage

Exclusively, 56

Yes and others, 19

No, 6

The vast majority of schools (**93%**, **75**) used Dol-y-Moch and **69%** (**53**) used it exclusively. Secondary academies and special schools were more likely to use Dol-y-Moch in conjunction with other centres. Of the **6** that did not use Dol-y-Moch there are **5** community primary and **1** secondary academy. (n=81). The vast majority of schools (**95%**, **70**) intend to continue using the centre, however, **4** said they will stop using it. Reasons given include cost, size, and financial difficulties (n=74).

Expansion

Very important, 35%

Somewhat, 32%

Not very, 26%

No, 7%

Two-thirds (**68%**, **50**) of respondents said it is important to expand facilities at Dol-Y-Moch to accommodate 60 pupils plus accompanying staff. It is especially important for primary heads (**83%** said it was important 39/47); less so for secondary heads (**45%** 5/11). Expansion was least likely to benefit special schools (**29%** said it was important, 2/7). (n=74) In terms of reasons for expansion **22** heads said it would mean being able to get entire year groups to go; **5** would use it more frequently, but **37** said an expansion would not affect their purchasing decisions.

Purchasing commitment

4+ years, 18%

3 years, 29%

2 years, 15%

1 year, 14%

No, 25%

Three quarters (55/73) of respondents said their school was willing to commit to purchasing from Dol-y-Moch for one or more years. This includes **47%** (34/73) who said they were willing to commit to at least three years. By sector, this includes: **62%** (29/47) of primary heads; **18%** of secondary heads (2/11); and **43%** of special heads (3/7). However, a quarter of schools (18/73) were not able to commit beyond the current year. (n=73) While the majority of schools were willing to commit to purchasing from Dol-y-Moch, two-thirds (**66%**; 46/70) were not willing to make a financial contribution to the expansion, mainly due to budgetary pressures. Even among the minority willing to make some sort of contribution, these were subject to approval by school governing body.

Fundraising ideas

Respondents came up with a number of ideas, noting that if all schools were prepared to give a little in relation to their school size it would help address the funding gap. These include:

links with local businesses
citywide appeal/ sponsored event
family weekend breaks
involving the city's children promoted through local media
lottery grants
charitable donations from local companies
increasing parental contributions
use of sports premium
schools buying a share in return for discounts
hold a fundraiser with PTAs
joint working with universities/ those able to access charitable funds

Non-users

We asked headteachers who did not use Dol-y-Moch what the centre needed to change for them to consider booking a course for their pupils. Of these, the proposed expansion may be able to address two of the heads' needs, though it will not address the needs of the other four.

Appendix 2.3 Residential Outdoor Education Usage Statistics 2014-2015



Si Chun Lam · Tuesday, 23 February 2016 v2

Overall usage



At a glance



89% of Coventry schools (101 of 114)

took children to at least one residential outdoor centre in 2014/15; going on



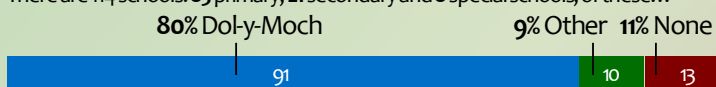
129 trips for **3,606 pupils**

two-thirds (85 trips; 66%) were from primary schools; 22% (29 trips) from secondaries and 12% (15 trips) were from special schools. The vast majority (115 trips, 89%) involving 3,116 pupils, went to Plas Dol-y-Moch.

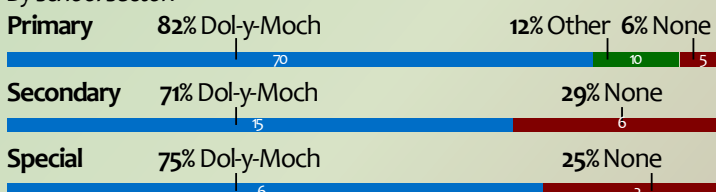


Usage by school sector

There are 114 schools: 85 primary, 21 secondary and 8 special schools, of these...



By school sector:



Other include those provided by PGL, Kingswood, overseas trips and other residential courses recorded on Evolve. Compared to 2013/14, more pupils benefitted from residential outdoor activities, and Plas Dol-y-Moch increased its market share among Coventry schools overall, and specifically for primary and special schools.

Plas Dol-y-Moch



Bed nights

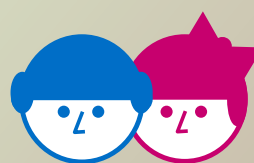
3,116 pupils went on a total of **115 trips** to Dol-y-Moch in 2014/15. The vast majority of trips lasted **4 nights**. A total of **12,775 bed nights** were offered, an increase of 9% from 2013/14, with **12,117 taken (95% occupancy)**. **78%** of bed nights were taken up by primary schools; **18%** to secondary (including **15% academies**) and **4%** to special.



Usage by gender

1,600 boys

Primary: 1,220
Secondary: 275
Special: 105



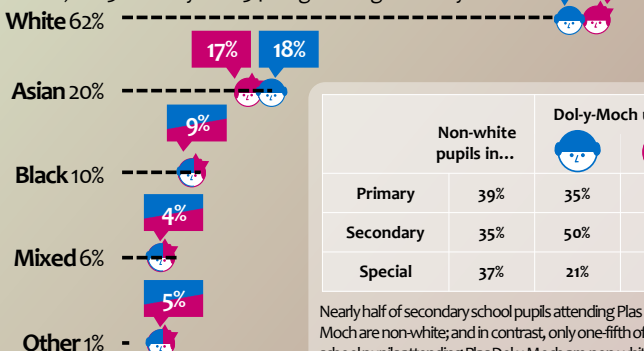
1,516 girls

Primary: 1,196
Secondary: 294
Special: 26



Usage by ethnicity

Non-white ethnic groups make up 38% of Coventry pupils overall; and 36% of boys and 34% of girls using Plas Dol-y-Moch.



	Non-white pupils in...	Dol-y-Moch usage	
		Boys	Girls
Primary	39%	35%	33%
Secondary	35%	50%	45%
Special	37%	21%	14%

Nearly half of secondary school pupils attending Plas Dol-y-Moch are non-white; and in contrast, only one-fifth of special school pupils attending Plas Dol-y-Moch are non-white.

The dashed line represents Coventry pupils' ethnicities as at January 2015, and the boy/girl represents Plas Dol-y-Moch usage in 2014/15. Unlisted/not known ethnicity not included in above comparison so there will be some differences between the number of pupils and the ethnicity data. Overall, White and Other ethnic groups are slightly over-represented, while Asian, Black and Mixed are slightly under-represented when comparing Dol-y-Moch usage statistics to the overall Coventry school population.

Appendix 2.4 Feedback from pupils and staff



Plas Dol y Moch
Outdoor Education Centre

Pupil and Staff Feedback

The Centrefeedback system

Since October 2012, pupils attending courses at PDyM have been given the opportunity to provide feedback about their experience through the innovative, PDyM developed, Centrefeedback system. Visiting staff have also been contributing their views using the Centrefeedback system since September 2014. The information gained is used by the centre to influence the design of the courses offered. The Centrefeedback system is now being used by other Association of Heads of Outdoor Education Centres.

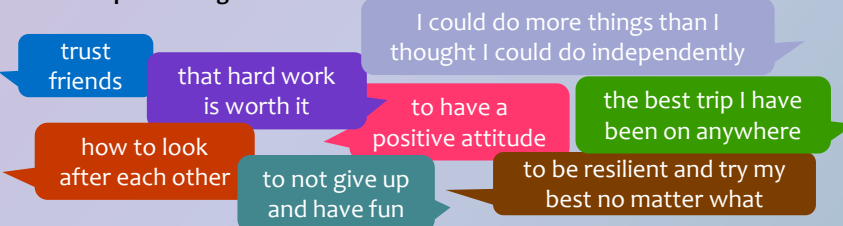
What do pupils say about their Plas Dol-y-Moch experience?

Pupils were overwhelmingly positive about their learning experience at PDyM:

Pupils who agreed with the following statements 'a lot' or 'quite a bit':

Centre staff helped me learn	97%	I learned to listen to other people	93%
I learned to look after each other	96%	I learned not to give up	93%
I learned to look after myself	95%	I helped my group to solve problems	93%
I learned how to work in a team	94%	I found out I could do things on my own	92%
I did things I thought I couldn't do	93%	I learned things about myself	84%

The most important thing I learnt was...

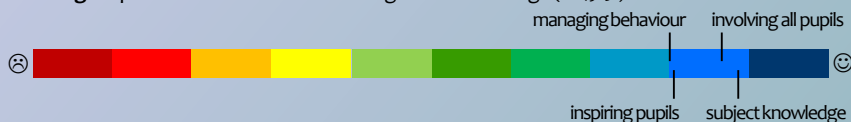


What do staff say about their Plas Dol-y-Moch experience?

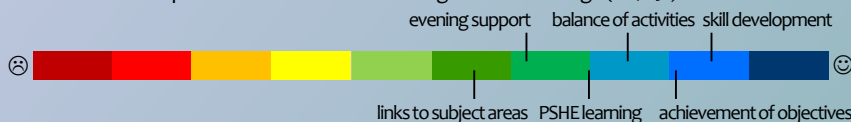
School teaching staff were asked to rate each aspect of the service as 'unsatisfactory', 'satisfactory', 'good', or 'outstanding'. The vast majority of responses rated the service as 'outstanding'. Significantly, no respondents said that they considered that 'pupil progress', 'teaching' or course content was 'unsatisfactory'. The only two areas with 'unsatisfactory' scores were the coach journey (8% of respondents), and shower and toilet facilities (0.7% of respondents)

Over 8 in 10 teachers said that attending a course at Dol-y-Moch made an outstanding contribution to pupils' self-esteem/confidence, social skills/teamwork, and in meeting personal, social, physical and intellectual challenges. (n=152)

Teaching: respondents who said the following was outstanding: (n=149-152)



Course content: respondents who said the following was outstanding: (n=142-150)



Administration & domestic arrangements: respondents who said the following was outstanding: (n=120-137)



Appendix 3: Fundraising and programme of activities

The fundraising drive dovetails with the *Connecting Communities* approach to community development – the Council’s role is in creating the right climate and strengthening community roots to grow the ‘middle space’ – in this case, leaders and champions in the community and in businesses passionate about sports and outdoor activities leading fundraising activities for Plas Dol-y-Moch.

Background

Initial approaches have been made by the Cabinet Member (Education); Friends of Plas Dol-y-Moch; various headteachers; and the Council’s community development team, to business leaders, corporate social responsibility departments and funding organisations to secure additional funding for PDyM. These approaches have resulted in work to develop:

- a proposed major community-led fundraising drive for the Friends of Plas Dol-y-Moch to fund additional improvements to PDyM; and
- associated marketing and communication plan and sponsorship package.

Project co-ordination

A project team has been set up to coordinate activities to celebrate the 50th anniversary of Plas Dol-y-Moch and raise funds for the Friends of Plas Dol-y-Moch to support the further development of the centre to maximise the benefit of the expansion.

The group is initially made up of representatives from the Friends of Plas Dol-y-Moch; Coventry Governors Association; Coventry school headteachers; and Coventry City Council: Cabinet Member (Education); communications; community development; insight; education; Plas Dol-y-Moch.

Various other people will be brought onto the project team as the fundraising and programme of activities evolve over time.

While primarily community-led, the Council’s role is in offering advice and support where possible around potential external grants and marketing/promotion strategies. Following Cabinet approval of the £500,000 capital investment, efforts to secure funding can be formally launched.

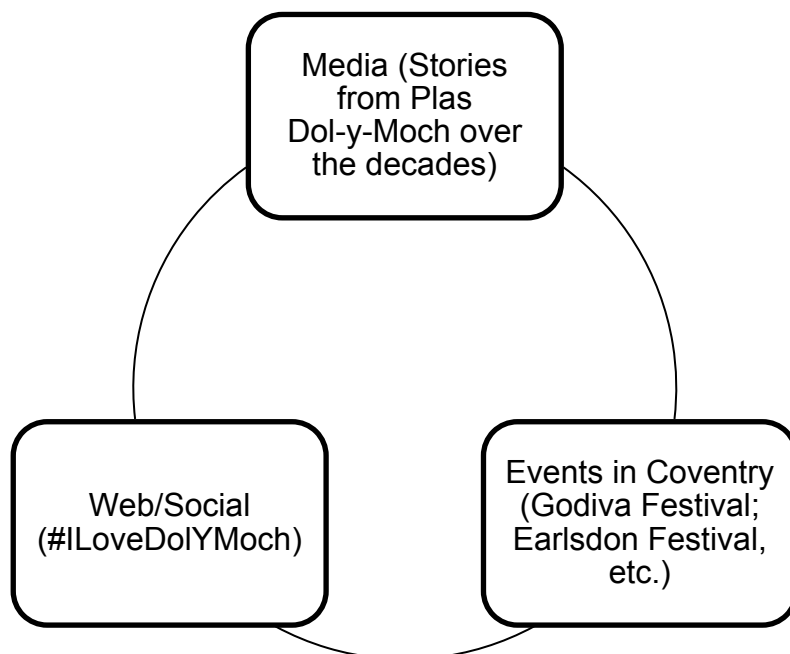
Promotional activities

Fundraising activities currently being proposed include an ambitious and exciting plan to weave in Coventry’s Olympic legacy through a community-led *Route to Rio* project to kickstart a crowdfunding campaign – as well as a programme of Friends-supported activities at PDyM to celebrate the centre’s 50th year.

Between now and the formal launch in April, a strategy is being developed:



A range of promotional channels for the fundraising drive have been identified including:



Proposed programme of activities

Plas Dol-y-Moch has identified a range of activities to take place at the centre during its 50th anniversary including an away weekend for the Friends of Plas Dol-y-Moch; a Councillor weekend at Plas Dol-y-Moch for the formal ground-breaking ceremony for construction works; and celebratory lapel badges and certificates for children attending Plas Dol-y-Moch in its anniversary year. A full programme of activities will be published.

Crowdfunding campaign

A crowdfunding campaign is being developed. It will be marketed through a variety of platforms (local media; integrated into Coventry's programme of events and through the web/social #ILoveDolYMoch) to encourage everyone in Coventry to contribute to the future of Plas Dol-y-Moch. A central plank of this work will involve working Spacehive platform purchased by Coventry University's Coventry City-University Initiative to create a digital fundraising platform.

Business sponsorship bids

The sponsorship package being developed by Plas Dol-y-Moch, the Communications Team and Community Development will help secure business sponsorship. Contacts from across the business community in Coventry will be approached through the Coventry and Warwickshire Chamber of Commerce to sponsor this work through funds and in-kind support; as well as in partnership with local schools through the *Route to Rio* programme.

Route to Rio

The Route to Rio is a programme to encourage all schools to cover 5,777 miles (the distance from Coventry to Rio); inspiring children to ride a bike and honouring our Olympic legacy – while raising funds for Plas Dol-y-Moch. The community team behind this project is experienced: a previous project, *Bike4Bikes* involved cycling from Coventry to Plas Dol-y-Moch; raising £8,500 for mountain bikes, mountain biking track and associated equipment at Plas Dol-y-Moch. With the *Route for Rio* project, the community team has set a fundraising goal of £25,000 and has already secured commercial sponsorship and in-kind support for a series of sponsored cycling events – with all of the proceeds going to Plas Dol-y-Moch. It is currently seeking support from other schools.

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Cabinet

8th March 2016

Name of Cabinet Member:

Cabinet Member for Education - Councillor Kershaw

Director Approving Submission of the report:

Executive Director of Place

Ward(s) affected: Wainbody

Title:

Academies Act 2010 - Grant of Long Leases to proposed academy conversion of Finham Primary School

Is this a key decision?

No - this matter will largely affect the Wainbody ward, although the impact is not expected to be significant

Executive Summary:

The Governing Body of Finham Primary School has agreed to convert to academy status and has made a successful application to the Secretary of State for an Academy Order under the Academies Act 2010 ("the 2010 Act"). They propose to join the Finham Park Multi Academy Trust (MAT) with effect from 1st April 2016.

In response the Council is required under Schedule 1 of the 2010 Act (as amended by Schedule 14 of the Education Act 2011 ("the 2011 Act")) to either transfer the freehold or grant a 125-year long lease at a peppercorn rental of the land and/or buildings within its ownership that has been wholly or mainly used for the purposes of the school in the period of 8 years ending on the day on which an order is made. Following DfE guidelines the Council's preferred approach is the grant of the long lease.

The Council is also required to agree an Asset Transfer Agreement which covers the transfer of furniture, equipment and other assets and also provides warranties covering transferring information and pre and post conversion issues.

At the Scrutiny Coordination Committee meeting on 27 April 2011 the Cabinet Member for Education agreed to receive formal reports for all schools seeking academy status covering the lease and other legal agreements between the Council and the proposed academy. Given that the conversion process has largely become routine with the standardisation of conversion documents. This report seeks to:

- 1.1 Report on the grant of the long lease of the land and premises at Finham Primary School to the Finham Park Multi Academy Trust (MAT) with a proposed effective date from 1st April 2016;
- 1.2 Note the consultation undertaken by the School with their local community including with ward councillors, in relation to any claims for access and/or rights of way across the land to be included within the demise under the long lease.
- 1.3 Seek approval for the recommendations set out below:

Recommendations:

Cabinet is requested to:

1. Approve the grant and completion of a 125-year lease of the land and premises at Finham Primary School at a peppercorn rental from the Council to the Finham Park Multi Academy Trust;
2. Approve the Council entering into the Asset Transfer Agreement for Finham Primary School with the Finham Park Multi Academy Trust;
3. Delegate authority to the Executive Director of Place and Executive Director of Resources in consultation with the Cabinet Member for Education to agree any amendments to the Lease and Asset Transfer Agreement arising from further consideration by the academy sponsor; and
4. Agree to receive future academy conversion reports on an exception basis, in cases where the Executive Director of Place and Executive Director of Resources, in consultation with the Cabinet Member for Education consider that there are significant issues that require wider consideration by Cabinet.

List of Appendices included:

- Appendix 1: Draft Lease Agreements
Appendix 2: Lease Plans for school site and Site Services Officer property
Appendix 3: Draft Asset Transfer Agreement

Other useful background papers:

None

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

No.

Report title: Academies Act 2010 - Grant of Long Leases to proposed academy conversion of Finham Primary School

1. Context (or background)

- 1.1 Following consultation, the Governing Body of Finham Primary School (“the School”) have elected to apply for academy status as permitted by the 2010 Act (as amended by the 2011 Act) and to join the Finham Park Multi Academy Trust (MAT). As a “converter” academy the school will not thereafter be maintained by the Local Authority.
- 1.2 The academy sponsor is required to liaise with the owner of the School’s land and buildings (usually the Council as local authority) to agree the terms of either the freehold transfer or the grant of a long lease for the land and buildings used and occupied by the current school. In the absence of agreement between the parties the Secretary of State can use a discretionary power under the 2010 Act to step in and make a "transfer scheme" requiring the land owner to transfer the land and buildings either by a freehold transfer or the grant of a long lease (based upon a model form approved by the Department for Education (DfE)).
- 1.3 The Council and the MAT are also required to agree a Commercial or Asset Transfer Agreement covering the transfer of assets furniture, equipment etc and also providing warranties across both parties in terms of information transfer etc. The transfer of employees and under TUPE and pension arrangements will also be covered.
- 1.4 The DfE has produced a set of standard form documents for use in these agreements and these will form the basis for agreements between the Council and the Finham Park MAT. Where there are any Council-owned assets on the site e.g. Wide Area Network (WAN) equipment, then the service manager will agree separate rental/loan terms with the School and the Council will retain ownership.
- 1.5 At its meeting on 12 February 2013, Cabinet adopted an amended policy on local authority maintained schools converting to academy status. This re-stated the Council's opposition to forced academy conversions, however agreed that where there are no other options that the DfE will approve, then the Council will work with the Governors and DfE to identify an academy sponsor that is local to the City and committed to working in strong partnership with Coventry and its schools. The proposed academy status for these schools has been approved by each of the School's Governing Bodies and is therefore not a forced conversion.
- 1.6 At the Scrutiny Coordination Committee meeting held on 27th April 2011, the Cabinet Member for Education decided that the necessary leases, loan agreements and other agreements for each academy application should be the subject of formal consideration by the relevant Cabinet Member or Cabinet.
- 1.7 Following the above meeting, the Cabinet Member for Education also decided to require schools seeking conversion to undertake specific consultation with their local communities in relation to the grant of the lease. In particular, the Cabinet Member for Education was interested to hear of any claims in relation to access or rights of way from the general public. Officers were asked to liaise with ward councillors on the same matter.
- 1.8 The Council is required to cooperate with the sponsor and schools proposing to convert. In addition to the formal lease and asset transfer agreements, the Council is also required at its own expense to agree closure of accounts and financial transfers, and provision of HR support and information (including staff transfer, TUPE and pension data).

- 1.9 On 20th January 2016 the Cabinet Member for Education approved the recoupment of costs incurred by the Council in respect of future academy conversions. The conversion of Finham Primary School will be the first school to which recoupment of costs will apply.

2. Options considered and recommended proposal

- 2.1 Under Schedule 1 of 2010 Act (as amended by Schedule 14 of the 2011 Act), the Council is required to either transfer the freehold or grant to the academy a 125 year lease at a peppercorn rental for land and premises wholly or mainly used by the school in the preceding 8 years. The Council's preferred option is the grant of the 125 year lease. A draft lease for the MAT academy converter school is shown at Appendix 1 and site plan showing the demise of the site proposed for transfer is shown at Appendix 2.
- 2.2 The Council is required by DfE to agree an Asset Transfer Agreement with the MAT. Failure to do so may delay the conversion of the school. In the event that the conversion proceeds without the agreement being in place the Council may be exposed to potential liabilities in respect of assets and contracts post-conversion which would have been assumed by the academy under the model agreement prepared by the DfE. The draft asset transfer agreement is shown at Appendix 3.
- 2.3 Failure to agree a lease for the school buildings and playing fields may result in the Secretary of State using her discretionary power under Schedule 1 of the 2010 Act to step in and make a transfer scheme.
- 2.4 Since 2008 you have received reports covering the conversion of 32 schools to academies. The academy conversion process has now largely become standardised with the development of template conversion documents including model leases and commercial transfer agreements. It is therefore proposed that for future conversions, reports are brought to Cabinet on an exception basis only i.e. where after consultation with the Executive Director of Place and Executive Director of Resources, in consultation with the Cabinet Member for Education it is considered that there are significant issues that require wider consideration by Cabinet. For example this could be in the event that issues are raised as part of the local consultation over the lease or that there are significant financial risks to the proposed conversion.

3. Results of consultation undertaken

- 3.1 There is no requirement by DfE on local authorities or converting schools to consult specifically on the proposed lease of land/buildings. However, as stated in paragraph 1.7, schools seeking academy status are advised to undertake a formal consultation exercise with their local community to ascertain if any rights of way or access claims exist for the land to be contained within the lease. The proposed lease will include a clause seeking to protect such rights (if any) affecting the land which are still subsisting and capable of taking effect.
- 3.2 The school has led a public consultation exercise regarding the proposals to be included within the lease and associated land. A public notice was published in the Coventry Telegraph in January 2016 inviting comments and also posted at the entrance to the school. Comments were invited by 31st January 2016. The appropriate local Ward Councillors were also advised of the consultation exercise.
- 3.3 The public consultation on the proposed leases has produced no responses from the local community and ward councillors.

- 3.4 Headteacher groups, service providers and other stakeholders have been kept informed regarding proposals for academy conversion of all converting schools. This practice would continue as necessary in the future.

4. Timetable for implementing this decision

- 4.1 Following the agreement of this report, officers will immediately seek to finalise and complete the required long lease in liaison with the sponsor's solicitors to enable the school to convert. The proposed target conversion date is 1st April 2016.

5. Comments from Executive Director of Resources

5.1 Financial implications

- 5.1.1 Academies receive their funding directly from the Education Funding Agency which includes a share of the central funding currently received by Local Authorities for maintained schools. Before conversion a commercial transfer agreement should be in place, which is designed to ensure that a number of agreements are in place including details of any assets or contracts that will transfer to the academy trust and of those that will not.

- 5.1.2 Since April 2013 the Local Authority is funded differently for central education functions (e.g. school improvement, asset management, education welfare). This funding is now via an unringfenced grant – Education Services Grant, rather than core funding. When an academy transfers this grant is reduced on a per pupil basis both in-year and ongoing. The impact of the transfer of the School from the 1 April 2016 is £35K; this is the full year impact.

The School as a “converter” school takes any surplus or deficit balance with them at the date of conversion. This will transfer to the Finham Park MAT.

- 5.1.3 The Local Authority will need to be involved in calculating the financial balance, and paying to the academy any surplus or recouping a deficit within 4 months. In the event that the Local Authority makes an underpayment or overpayment in relation to any historic liabilities (including, without limitation, any payments relating to the School's accounts), the commercial transfer agreement states that the Local Authority and the sponsor agree to repay any such sums to the other (as appropriate).

- 5.1.4 In regard to specific financial implications on the land/buildings lease the Authority will only retain reversionary freehold risk. The Academy will acquire leaseholder and occupier risk. The Council have received clarification from the DfE Capital Review team that there will be no priority for capital given to schools that become Academies under the new system.

- 5.1.5 The School currently includes accommodation which originally formed the Finham Children's Centre. The Centre closed with effect from September 2013. DfE provided a capital grant of £187,124 to establish the Centre of which £165,124 was for 'adaptation of an existing building and £22,000 was for furniture and equipment and ICT/telephone infrastructure. The terms of the grant meant that the change had to be notified to the DfE and a case was successfully made to avoid the 'clawback' of grant. The case was based on the fact that services consistent with the terms of the grant continued to be delivered from the School which included the provision of a community information service and a full time Learning Mentor who delivers the Triple P Programme, CAF's and parent support.

5.1.6 The DfE have confirmed that any asset funded wholly or partly by our sure start capital grant remains the responsibility of the local authority (for the life of the asset) and therefore cannot transfer that asset to another party. The local authority can however transfer the running of an asset to a third party (such as an Academy). The Authority has therefore included in the lease a clause that protects the use of the asset for purposes consistent with the grant, as the DfE will always 'clawback' from the authority if the asset no longer meets the conditions of the grant.

5.1.7 Under the new recoupmnt of costs guidelines the School will be charged £6,750 to meet the costs incurred by the Council in the conversion process.

5.2 Legal implications

5.2.1 The 2010 Act (and amended by the 2011 Act) provides for conversion of a mainstream school into an academy in two circumstances, firstly on application of the school's governing body under clause 3, or secondly, if the school is eligible for intervention.

5.2.2 The MAT is required to liaise with the land owner (in this case the Council as Local Authority) to agree the terms of a land transfer for land and premises the School has wholly or mainly occupied as a maintained school at any time in the previous 8 years. In the event of agreement not being reached the Secretary of State has a discretionary power under Schedule 1 of the 2010 Act (as amended by Schedule 14 of the 2011 Act) to step in and make a "transfer scheme".

5.2.3 Schedule 1 of the 2010 Act requires the academy and the Council execute legal documentation transferring the land and premises by way of the transfer of the freehold or the grant of a long lease for a term of 125 years. In accordance with Schedule 1 of the 2010 Act the Council is obliged to grant to the academy a 125 year lease at a peppercorn rental of the land shown edged red on the plan attached at Appendix 2 hereto currently forming the site of the school's existing land. Guidance on land transfer from the DfE suggests that if land is held by a local authority then a long leasehold interest should be granted rather than a transfer of the freehold.

5.2.4 There is also an off-site Site Services Officer (SSO) property which is under the ownership of the Council at 411 Green Lane. In order to protect the Council's asset, the Council will demise to the MAT the site service accommodation under a separate lease agreement. In the event that the MAT ceases to use 411 Green Lane as a site services officer accommodation the Council will have the right to terminate the lease and take possession of the same. This approach has been adopted on other academy conversions. This will protect the Council's property asset and any future capital receipt.

5.2.5 Officers within the Resources Directorate (Legal Services) will prepare and complete the long leases to the Finham Park MAT. The form of lease will be based upon the "model long term lease" produced by the DfE.

5.2.6 Officers within Resources Directorate (Legal Services) will also prepare and complete an Asset Transfer Agreement in respect of the school with the Finham Park MAT. The form of agreement will be based upon the model form document produced by the DfE. In the Transfer Agreement the Council will indemnify the academy company in respect of employee claims prior to the Transfer Date. Such claims would typically include claims for unfair dismissal, redundancy discrimination claims and equal pay claims. There are no such claims outstanding in respect of this school. Various contracts will also be transferred and cross indemnities given in respect of the obligations assumed under such will be given by the Council and the Academy company to each other.

6. Other implications

6.1 How will this contribute to achievement of the Council's Plan?

The creation of Academies, if they are not part of a positive partnership of schools, has the potential to significantly reduce the Council's ability to pursue its corporate objectives that all children and young people are safe, achieve and make a positive contribution to the City. To date, good working relationships have been maintained with Finham Park MAT and the sponsors have expressed a commitment to continue to work with the Council. This will require the sponsor and any future academies to use some of their funding to support partnership working.

Academies will have the ability to change the length of the school day and also set their own Term and holiday dates. Should academies set different dates from those agreed by other schools in the city then this will impact on parents particularly those with children at other schools.

6.2 How is risk being managed?

An academy is no longer maintained by the Local Authority and the land and buildings transfer to the academy trust, so health and safety will no longer be the Local Authority's responsibility. It will be the same for business continuity. If there were significant Health and Safety or Business Continuity issues in an academy school this could result in numbers of children and young people not being in school. This is likely to have an impact on the Local Authority. This needs to be discussed and agreed with sponsors and headteachers as we consider with them the protocols for working with academies.

6.3 What is the impact on the organisation?

Academies are independent bodies from the Council. As such they will have freedom to decide where they obtain services and support from. Where academies decide to procure services elsewhere than the Council then this may impact on the services involved. For many Council services this means no change as under Fair Funding legislation and Budget Delegation requirements, schools have held such budgets and service delivery decision-making powers for several years. However, where services have been provided as part of a corporate statutory service then academies will need to purchase such services from the Council or seek an alternative provider. When bidding for academy business, all Local Authority services will have to base bids on commercial rates that achieve full recovery of Authority costs. Revised formal arrangements in respect of service charging for community and academies were introduced from April 2013.

As academies will become the employers of the school's staff, the converting schools will be required to follow TUPE legislation and also agree appropriate admission arrangements to teacher and support staff pension bodies prior to conversion. In the case of these schools the current school Governing Body are the employer and therefore will need to enter a TUPE arrangement for the transfer of staff with the Finham Park MAT. Trade unions have been and will continue to be consulted on the transfer.

The 125 year lease of land and buildings will make the academy wholly responsible for repair, maintenance and upkeep of the school's land and buildings (including 411 Green Lane).

6.4 Equalities / EIA

There are no specific EIA issues directly related to the land transfer. The agreement of a lease for the land and buildings to each academy will in itself not have any adverse affect on the community access or enjoyment of each of the sites compared to that currently available from the school. Parts of the current school buildings and certain site locations may have access restrictions or limits for those with a disability (eg wheelchair users, blind/partially sighted) or movement restriction (eg elderly) due to the age and design of the site, however, these issues will not worsen with the agreement of the lease. Responsibility for monitoring and addressing access issues on the site will transfer from the Council to the academy with the school's conversion to academy status and it will be for each academy to prioritise improvement works in the usual way.

6.5 Implications for (or impact on) the environment

Academies, as an independent organisation from the Council, will be responsible for working towards its own agenda for environmental improvements. The Carbon Reduction Commitment (CRC) Energy Efficiency Scheme as amended is a mandatory carbon emissions tax covering non-energy intensive users in both public and private sectors, and is a central part of the UK's strategy to deliver the emission reduction targets set in the Climate Change Act 2008. Emissions from academies are to be included in the total reported carbon emissions for their participating local authority. As such Academies will be responsible for providing appropriate information to the Council to enable us to procure Carbon Credits on their behalf.

6.6 Implications for partner organisations?

None that have not already been addressed

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Cllr David Kershaw	Cabinet Member for Education		05/02/16	08/02/16

This report is published on the council's website:
www.coventry.gov.uk/councilmeetings

Appendix 1A

Draft Lease for Land and Buildings at Finham Primary School

Dated

2016

**(1) The Council of the
City of Coventry
(Landlord)**

**(2) Finham Park Multi Academy Trust
(Tenant)**

Draft Lease/Feb '16

Lease

Land and buildings at
Finham Primary School
Green Lane
In the City of Coventry

Term: 125 years

Excluded from Landlord and Tenant Act 1954 Part II

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-17141

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CLAUSE

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2.	DEMISE RENTS AND OTHER PAYMENTS	
3.	TENANT'S COVENANTS	
4.	LANDLORD'S COVENANTS	
5.	INSURANCE	
6.	PROVISOS	
7.	LANDLORD'S POWERS	
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10.	CHARITY	
11.	ARBITRATION	
	SIGNATURE PAGE	
	SCHEDULE 1 - THE PROPERTY	
	SCHEDULE 2 - RIGHTS GRANTED	
	SCHEDULE 3 - RIGHTS EXCEPTED AND RESERVED	

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:	2016									
LR2.	Title number(s):	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;">LR2.1</td> <td style="vertical-align: top;">Landlord's title number(s):</td> <td style="vertical-align: top;">WK301216</td> </tr> <tr> <td style="vertical-align: top;">LR2.2</td> <td style="vertical-align: top;">Other title number(s):</td> <td style="vertical-align: top;">None</td> </tr> </table>	LR2.1	Landlord's title number(s):	WK301216	LR2.2	Other title number(s):	None			
LR2.1	Landlord's title number(s):	WK301216									
LR2.2	Other title number(s):	None									
LR3.	Parties to this lease:	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;">Landlord:</td> <td colspan="2" style="vertical-align: top;">The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR</td> </tr> <tr> <td style="vertical-align: top;">Tenant:</td> <td style="vertical-align: top;">Finham Park Multi Academy Trust</td> <td style="vertical-align: top;">of</td> </tr> <tr> <td></td> <td colspan="2" style="vertical-align: top;">(Company Registered Number [])</td> </tr> </table>	Landlord:	The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR		Tenant:	Finham Park Multi Academy Trust	of		(Company Registered Number [])	
Landlord:	The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR										
Tenant:	Finham Park Multi Academy Trust	of									
	(Company Registered Number [])										
LR4.	Property: (referred to in the remainder of this lease as the "Property")	Please see the definition of "Property" in clause 1.1 and Schedule 1									
LR5.	Prescribed statements etc:	None									
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")	The term is as follows: 125 years from and including the day of 2016									
LR7.	Premium:	None									
LR8.	Prohibitions or restrictions on disposing of this lease:	This lease contains a provision that prohibits or restricts dispositions									
LR9.	Rights of acquisition etc:	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;">LR9.1</td> <td style="vertical-align: top;">Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:</td> </tr> <tr> <td></td> <td style="vertical-align: top;">None</td> </tr> <tr> <td style="vertical-align: top;">LR9.2</td> <td style="vertical-align: top;">Tenant's covenant to (or offer to) surrender this lease:</td> </tr> </table>	LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:		None	LR9.2	Tenant's covenant to (or offer to) surrender this lease:			
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:										
	None										
LR9.2	Tenant's covenant to (or offer to) surrender this lease:										

		None
	LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:	None
LR11.	Easements:	
	LR11.1	Easements granted by this lease for the benefit of the Property: The easement(s) set out in the Second Schedule to this lease
	LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property The easement(s) set out in the Third Schedule to this lease
LR12.	Estate rentcharge burdening the Property:	None
LR13.	Application for standard form of restriction:	None
LR14.	Declaration of trust where there is more than one person comprising the Tenant:	The Tenant is more than one person. They are to hold the Property on trust.

THIS LEASE is made the _____ day of _____ 2016

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Landlord")
- (2) **FINHAM PARK MULTI ACADEMY TRUST** (company No _____) whose registered office is at [_____] ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:-

- | | |
|--------------------------------|--|
| "Amenities" | drainage water gas electricity telephone and any other services or amenities of like nature |
| "Conduits" | gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them |
| "Environment Acts" | the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term |
| "Fixtures and Fittings" | all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling fibre patch panels cables and leads and any other apparatus from time to time in or upon the Property |
| "the Funding" | shall mean the funding received from the DfE for the services provided from the former children's centre accommodation within the School and forming part of the Property ("the former children's centre") in accordance with the Childcare Act 2006 from "Sure Start Early Years and Childcare Grant" |
| "Funding Agreement" | <ul style="list-style-type: none"> (a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) Coundon Court (b) any replacement or renewal of such agreement between the same parties and in substantially the same form and |

- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property

"Insured Risks"

fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "Insured Risks"

"Interest"

interest at the rate of four per cent (4%) per annum above HSBC Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time

"Law"

any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority

"Lease"

this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it

"Outgoings"

all present and future rates taxes duties charges assessments impositions and outgoing whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses)

"Plan"

the plan annexed to this Lease

"Planning Acts"

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term

"Premises Acts"

the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the

	Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term
"President"	the President of the Institution of Chartered Surveyors
"Property"	the property described in Schedule 1
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none"> (a) temporarily making the Property safe and protecting any adjoining structures (b) debris removal demolition and site clearance (c) obtaining planning and any other requisite consents or approvals (d) complying with the requirements of any Law (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement (f) all construction costs (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant)
"Rent"	a peppercorn (if demanded)
"Secretary of State"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time
"School"	Finham Primary School Green Lane in the City of Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2016
"Termination Date"	the date of expiration or sooner determination of the Term
"the 1954 Act"	the Landlord and Tenant Act 1954
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT

- 1.2 In interpreting this Lease:-
- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested and its successors in title
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates
- 1.2.12 a consent of the Landlord shall be valid if it is either:-
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
- (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed
- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or

delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease)

- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:-
 - (a) it is to be conducted in accordance with the Arbitration Act 1996 and
 - (b) the arbitrator has no power:-
 - (i) to order rectification setting aside or cancellation of this Lease
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:-
 - (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President

- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand

1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits) and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

BACKGROUND INFORMATION

The construction of part of the Property known as the “Former Children’s Centre Accommodation” that was a capital funded project from monies secured under the Funding

A requirement of the Funding is that part of the Property must be used for the provision of family and childcare service as being more particularly detailed in clause 3.9.4 of this Lease

The “Finham Children’s Centre” officially closed on 31st August 2012 and in March 2013 an application was made to the DfE for deferral of capital clawback totalling £187,124.12. In July 2013

DfE agreed with the Landlord to defer (but not waiver) the clawback provisions under the Funding provided that part of the Property forming the former children’s centre continued to be used for the provision of childcare and associated young family support services broadly consistent with the terms of Funding

The Landlord and the Tenant have agreed to grant this Lease to the Tenant and the Tenant will “step into the shoes” of the Landlord and shall provide the childcare services from the former children’s centre forming part of the Property in accordance with clause 3.9.4 of this Lease The Tenant to ensure that the availability of the childcare and family support services meets the needs of families within the area

It is acknowledged that the DfE shall retain an interest in the Property under the terms of the Funding and in the event the use of the former children’s centre within the Property changes at any time during the Term and does not continue to satisfy the uses set out in clause 3.9.4 hereof then the Council is required to notify the DfE and in turn the DfE is entitled to seek to clawback the Funding

2. **DEMISE RENTS AND OTHER PAYMENTS**

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded)

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 2

2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3

2.2.3 subject to any rights (if any) affecting the Property which are still subsisting and capable of taking effect

3. **TENANT'S COVENANT**

The Tenant covenants with the Landlord as follows:-

3.1 **RENT AND PAYMENTS**

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease

3.2 **OUTGOINGS**

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges)

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities

3.3 **REPAIR AND UPKEEP**

At all times during the Term to:

3.3.1 keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections and boundary walls, fences and hedges marked with an inward "T" on the Plan) clean and tidy and make good:

3.3.2 any damage it causes to the Property and/or

3.3.3 any deterioration to the condition of the Property that may arise from the Term Commencement Date

3.3.4 to notify the Landlord in writing immediately if any structural damage occurs to the Property

3.4 ACCESS OF LANDLORD AND NOTICE TO REPAIR

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:-

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement") and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above

(c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme")

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property or School, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable

3.5 **ALTERATIONS AND ADDITIONS**

- 3.5.1 Not to commit any act of waste
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property and/or
 - (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property

- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c)
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above
 - (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require
- 3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord
- 3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term
- 3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord
- 3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit

3.6 **SIGNS AND ADVERTISEMENTS**

- 3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:-
- (a) are required by law to be affixed or displayed or
 - (b) do not require planning permission or
 - (c) are necessary or usual for the authorised use of the Property
- 3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts

3.7 **STATUTORY OBLIGATIONS**

- 3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them

- 3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person
- 3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 (“CDM Regulations”) in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date
- 3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations
- 3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord’s obligations under the CDM Regulations

3.8 YIELD UP

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed

3.9 USE

- 3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause
- 3.9.2 Not to use the Property for any illegal or immoral purpose
- 3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:-
- (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time) and
 - (b) for community fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a3.9.4 It is acknowledged by the Landlord and the Tenant that the Funding was awarded to the School for the provision of childcare and young family support services being provided from the part of the Property forming the former children’s centre accommodation and in turn the Tenant shall (as part of the use detailed in the clause 3.9 above) provide services that were previously provided from the Property by the Council’s “Sure Start Services” which for the avoidance of any doubt shall be provided from the Property all year round to include (but not limited to) the following:-

The provision of a full time learning mentor delivering a “positive parenting programme” (Triple P) common assessment frameworks (CAF’s) to improve multi-agency working parenting workshops, drop in family support sessions and signposting advice for preschool families

- The provision of a weekly baby clinic
- Extended services provision of a before and after school club each day
- Use by the community residents association
- The provision of a community information service for users

3.9.5 In the event that the Tenant proposes to change the use of the former children's centre forming part of the Property then the Tenant must seek the Landlord's prior consent in writing to ensure that any change of use remains consistent with the terms of the Funding and no clawback by the DfE in respect of Funding

3.10 **PLANNING AND ENVIRONMENTAL MATTERS**

- 3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise
- 3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property
- 3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development
- 3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant
- 3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation

3.11 **NOTICES**

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property

3.12 **DEALINGS**

- 3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation
- 3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another
- 3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property
- 3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer
- 3.12.5 Not to underlet the whole of the Property

3.12.6 Not to underlet any part or parts of the Property

3.12.7 Not to charge the whole or any part or parts of the Property without the Landlord's prior written consent

3.13 RIGHTS OF LIGHT AND ENCROACHMENTS

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord

3.14 INDEMNITY

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising

3.15 COSTS

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three months after the Termination Date

3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable)

3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to

reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord

3.17 **INTEREST ON ARREARS**

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate

4. **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:-

4.1 **QUIET ENJOYMENT**

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

4.2 To observe the Landlord's covenants under the Substation Lease 1 and the Substation Lease 2

4.3 To pay and indemnify the Tenant against costs and expenses as referred to in paragraphs 5 and 6 of Schedule 3

5. **INSURANCE**

5.1 The Tenant covenants with the Landlord:-

5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time

5.1.2 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property

5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely

5.1.4 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases)

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks

6. **PROVISOS**

6.1 **RE-ENTRY**

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

6.2 **LANDLORD'S RIGHTS ON FORFEITURE**

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach

6.3 **SERVICE OF NOTICES**

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday

6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day

6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them

6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact

6.4 EXCLUSION OF S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over any adjoining or neighbouring land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease

6.5 GOVERNANCE

6.5.1 This Lease is governed by English law

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England

6.6 AGREEMENT TO EXCLUDE SECTIONS 24 TO 28 OF THE 1954 ACT

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease

6.6.2 The Tenant confirms that:-

(a) the Landlord served on the Tenant a notice ("the Notice") applicable to the tenancy created by this Lease on day of 2016 in accordance with section 38A (3) (a) of the 1954 Act and

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on the day of 2016 in accordance with the requirements of section 38A (3) (b) of the 1954 Act

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

6.7 TERMINATION

6.7.1 This Lease shall automatically terminate on the termination of the Funding Agreement in circumstances where there is no other Funding Agreement in existence

6.7.2 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination including where a notice terminating the Funding Agreement is served on the Tenant and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement

6.7.3 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement

6.7.4 On the termination of this Lease under Clause 6.7.1 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in this Lease

7. LANDLORD'S POWERS

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions

8. **NEW TENANCY**

This Lease is a new tenancy for the purposes of the 1995 Act

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act

10. **CHARITY**

The Property will as a result of this Lease be held by the Tenant as an exempt charity

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

EXECUTED (but not delivered until the date Hereof) AS A DEED by affixing the Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** in the presence of:-

Authorised Signatory

EXECUTED (but not delivered until the date hereof AS A DEED by affixing the Common Seal of [] in the presence of:-

Director

Secretary

SCHEDULE 1

The Property

ALL THAT land and buildings situate at the Finham Primary School situated in Green Lane in the City of Coventry shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such Property and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant)

SCHEDULE 2

Rights Granted

1. SERVICES

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon any adjoining land of the Landlord PROVIDED that the Landlord has the right at any time or times during the Term:-

- 1.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant and
- 1.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible)

2. SUPPORT

A right of support and protection to the Property from the Landlord's adjoining land

SCHEDULE 3

Rights Excepted and Reserved

1. The full and free right for the Landlord and their successors in title to build upon alter add to extend redevelop or otherwise use any part of the adjoining land or property now or formerly or hereafter belonging to the Landlord to the fullest extent as if this Lease had not been granted notwithstanding that such buildings or user may affect the access of light or air coming to the Property
 - 1.1 The free flow of water soil gas electricity and other supplies from any adjoining land belonging to the Landlord through the sewers drains pipes and channels now or in future existing in or under the Property and the right to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising such right
 - 1.2 The right during the Term to create any easement or install or maintain any sewers pipes drains wires or channels in over or under the Property for the benefit of any adjoining or neighbouring land belonging to the Landlord
- 2 The right for the Landlord and their licensees and tenants for the time being of adjoining Property belonging to the Landlord if so authorised in writing by the Landlord and their servants agents and workmen at all reasonable times after reasonable notice (of not less than 5 day's notice in writing save in the case of emergency where no notice is required) to enter the Property for the purpose of executing any work on or in connection with such adjoining property which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the Property as is reasonably practicable and making good all damage caused thereby
3. The right at any time throughout the Term (upon giving to the Tenant no less than five (5) days prior notice in writing save in the case of an emergency where no notice is required) to enter the Property to:-
 - 3.1 inspect cleanse connect lay repair remove relay replace with other alter or execute any works whatever in connection with the pipe sewer drains and channels referred to in Clause 2 of this Schedule
 - 3.2 carry our any work or do anything whatsoever compromised within the Landlord's obligations in this Lease or under any legislation whether or not the Tenant is obliged or liable to make a contribution
 - 3.3 exercise any of the rights granted to the Landlord by this Lease
 - 3.4 view the state and condition and repair of the premises
 - 3.5 take schedules or inventories of fixtures and fittings and other items to be yielded up on the expiration of the Term
4. The right of support and protection by the Property for such other parts of the adjoining land and property of the Landlord as requires such support and protection

Subject to the Landlord in the exercise of the aforesaid rights causing as little damage and inconvenience to the Property as reasonably possible and making good to the reasonable satisfaction of the Tenant all damage caused to the Property
5. From time to time during the Term the right (upon giving to the Lessee no less than two (2) months notice in writing) the right for the Council and its employees and visitors to use the whole or part of the Property as a polling station on dates and times as are necessary for the purposes of facilitating public voting during local general or European elections

6. From time to time during the Term the right for the Landlord to use the Property as an "Emergency Centre" in the event that there is a major incident in the City of Coventry that requires the use of buildings in cases of emergency provided that in such an event the Lessee will co-operate with the Council and use every effort to assist the Council's use of the premises notwithstanding any hiring arrangements that are in place for use of the Property at that time

Appendix 1B

Draft Lease for Site Services Officer Property at 411 Green Lane

Dated

2016

**(1) The Council of the
City of Coventry
(Landlord)**

**(2) Finham Park Multi Academy Trust
(Tenant)**

Draft Lease/Feb'16

Lease

Site Service Offices / Residential
Accommodation at 411 Green Lane
In the City of Coventry

Term: 125 years

(Subject to Option to Determine

Rent: Peppercorn (if demanded)

Excluded from the Landlord and Tenant Act
1954 Part II

Ref: L/JS/RSN 17141

411 Green Lane-js-15

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		2016
LR2.	Title number(s):	LR2.1	Landlord's title number(s): WK31900
		LR2.2	Other title number(s): None
LR3.	Parties to this lease:		
	Landlord:		The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR
	Tenant:		Finham Park Multi Academy Trust (Company Registered Number [])
LR4.	Property: (referred to in the remainder of this lease as the "Property")		Please see the definition of "Property" in clause 1.1 and Schedule 1
LR5.	Prescribed statements etc:		None
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")		The term is as follows: 125 years from and including the day of 2016
LR7.	Premium:		None
LR8.	Prohibitions or restrictions on disposing of this lease:		This lease contains a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc:		
		LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: None
		LR9.2	Tenant's covenant to (or offer to) surrender this lease: None

		LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:		None
LR11.	Easements:		
		LR11.1	Easements granted by this lease for the benefit of the Property: The easement(s) set out in the Second Schedule to this lease
		LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property The easement(s) set out in the Third Schedule to this lease
LR12.	Estate rentcharge burdening the Property:		None
LR13.	Application for standard form of restriction:		None
LR14.	Declaration of trust where there is more than one person comprising the Tenant:		The Tenant is more than one person. They are to hold the Property on trust.

and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures

against from time to time Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "Insured Risks"

"Interest"	interest at the rate of four per cent (4%) per annum above HSBC Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time
"Law"	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority
"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses)
"Plan"	the plan annexed to this Lease
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term
"President"	the President of the Institution of Chartered Surveyors
"Property"	the property described in Schedule 1
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures

- (b) debris removal demolition and site clearance
- (c) obtaining planning and any other requisite consents or approvals
- (d) complying with the requirements of any Law
- (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement
- (f) all construction costs
- (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant)

"Rent"	a peppercorn (if demanded)
"Secretary of State"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time
"School"	Finham Primary School Green Lane Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2016
"Termination Date"	the date of expiration or sooner determination of the Term
"the 1954 Act"	the Landlord and Tenant Act 1954
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT

- 1.2 In interpreting this Lease:-
- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise
 - 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term
 - 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested and its successors in title
 - 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute

- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates
- 1.2.12 a consent of the Landlord shall be valid if it is either:-
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed
- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease)
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord

- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:-
- (a) it is to be conducted in accordance with the Arbitration Act 1996 and
 - (b) the arbitrator has no power:-
 - (i) to order rectification setting aside or cancellation of this Lease
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:-
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand
- 1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits) and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted and

- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2. DEMISE RENTS AND OTHER PAYMENTS

- 2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-
 - 2.1.1 the Rent (if demanded)
 - 2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord
- 2.2 The Property is demised:-
 - 2.2.1 together with the rights specified in Schedule 2
 - 2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3
 - 2.2.3 subject to any rights (if any) affecting the Property which are still subsisting and capable of taking effect

3. TENANT'S COVENANT

The Tenant covenants with the Landlord as follows:-

3.1 RENT AND PAYMENTS

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease

3.2 OUTGOINGS

- 3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term
- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges)
- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities

3.3 REPAIR AND UPKEEP

3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:-

(a) any damage it causes to the Property and/or

(b) any deterioration to the condition of the Property that may arise from the Term Commencement Date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage

3.3.2 To notify the Landlord in writing immediately if any structural damage occurs to the Property

3.3.3 to maintain and repair all the boundary walls fences and hedges serving the Property

3.4 ACCESS OF LANDLORD AND NOTICE TO REPAIR

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:-

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement") and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above

(c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme")

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease)

to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property or School, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable

3.5 **ALTERATIONS AND ADDITIONS**

- 3.5.1 Not to commit any act of waste
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property and/or
 - (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property

- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c)
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above
 - (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require
- 3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord
- 3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term
- 3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord
- 3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit

3.6 SIGNS AND ADVERTISEMENTS

- 3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:-
- (a) are required by law to be affixed or displayed or
 - (b) do not require planning permission or
 - (c) are necessary or usual for the authorised use of the Property
- 3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts

3.7 STATUTORY OBLIGATIONS

- 3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them
- 3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety

and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person

- 3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 (“CDM Regulations”) in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date
- 3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations
- 3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord’s obligations under the CDM Regulations

3.8 **YIELD UP**

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed

3.9 **USE**

- 3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause
- 3.9.2 Not to use the Property for any illegal or immoral purpose
- 3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than for the provision of residential accommodation for the School’s site services officer appointed by the Tenant from time to time during the Term

Provided always in the event that at any time during the Term the Tenant ceases to use the Property for the purpose set out in sub-clause 3.9.3 above then the Tenant hereby covenants with the Landlord to give to the Landlord notice in writing within one (1) month of the said use ceasing

3.10 **PLANNING AND ENVIRONMENTAL MATTERS**

- 3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise
- 3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property
- 3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development
- 3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant
- 3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation

3.11 NOTICES

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property

3.12 DEALINGS

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer AND simultaneously with the assignment or transfer of the Lease dated day of 2016 made between the parties hereto in respect of the land and buildings forming the School

3.12.7 Not to underlet the whole or any part of the Property save that the underletting of the whole of the Property is permitted without obtaining the Landlord's prior consent to the School's appointed site services officer from time to time during the Term for the use as residential accommodation in accordance with clause 3.9.3 hereof

3.12.6 Not to charge the whole or any part or parts of the Property without the Landlord's prior written consent

3.13 RIGHTS OF LIGHT AND ENCROACHMENTS

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord

3.14 INDEMNITY

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising

3.15 COSTS

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three months after the Termination Date

- 3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable)
- 3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court
- 3.16 **VAT**
- 3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant
- 3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord

3.17 **INTEREST ON ARREARS**

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate

4. **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:-

4.1 **QUIET ENJOYMENT**

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

5. **INSURANCE**

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time
- 5.1.2 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property
- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or

destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely

5.1.4 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases)

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks

6. **PROVISOS**

6.1 **RE-ENTRY**

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

6.2 **LANDLORD'S RIGHTS ON FORFEITURE**

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance

demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach

6.3 **SERVICE OF NOTICES**

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday

6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day

7. **LANDLORD’S POWERS**

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions

8. **NEW TENANCY**

This Lease is a new tenancy for the purposes of the 1995 Act

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act

10. **CHARITY**

The Property will as a result of this Lease be held by the Tenant as an exempt charity

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

EXECUTED (but not delivered until the date Hereof) AS A DEED by affixing the Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** in the presence of:-

Authorised Signatory

EXECUTED (but not delivered until the date hereof AS A DEED by affixing the Common Seal of [] in the presence of:-

Director

Secretary

SCHEDULE 1

The Property

ALL THAT land and buildings situate at 411 Green Lane in the City of Coventry shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such Property and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant)

SCHEDULE 2

Rights Granted

1. SERVICES

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon any adjoining land of the Landlord PROVIDED that the Landlord has the right at any time or times during the Term:-

2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant and

2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible)

3.. SUPPORT

A right of support and protection to the Property from the Landlord's adjoining land

SCHEDULE 3

Rights Excepted and Reserved

1. The full and free right for the Landlord and their successors in title to build upon alter add to extend redevelop or otherwise use any part of the adjoining land or property now or formerly or hereafter belonging to the Landlord to the fullest extent as if this Lease had not been granted notwithstanding that such buildings or user may affect the access of light or air coming to the Property
- 2.1 The free flow of water soil gas electricity and other supplies from any adjoining land belonging to the Landlord through the sewers drains pipes and channels now or in future existing in or under the Property and the right to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising such right
- 2.2 The right during the Term to create any easement or install or maintain any sewers pipes drains wires or channels in over or under the Property for the benefit of any adjoining or neighbouring land belonging to the Landlord
- 3 The right for the Landlord and their licensees and tenants for the time being of adjoining Property belonging to the Landlord if so authorised in writing by the Landlord and their servants agents and workmen at all reasonable times after reasonable notice (of not less than 5 days notice in writing save in the case of emergency where no notice is required) to enter the Property for the purpose of executing any work on or in connection with such adjoining property which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the Property as is reasonably practicable and making good all damage caused thereby
4. The right at any time throughout the Term (upon giving to the Tenant no less than five (5) days prior notice in writing save in the case of an emergency where no notice is required) to enter the Property to:-
 - 5.1 inspect cleanse connect lay repair remove relay replace with other alter or execute any works whatever in connection with the pipe sewer drains and channels referred to in Clause 2 of this Schedule
 - 5.2 carry out any work or do anything whatsoever compromised within the Landlord's obligations in this Lease or under any legislation whether or not the Tenant is obliged or liable to make a contribution
 - 5.3 exercise any of the rights granted to the Landlord by this Lease
 - 5.4 view the state and condition and repair of the premises
 - 5.5 take schedules or inventories of fixtures and fittings and other items to be yielded up on the expiration of the Term
6. The right of support and protection by the Property for such other parts of the adjoining land and property of the Landlord as requires such support and protection

Subject to the Landlord in the exercise of the aforesaid rights causing as little damage and inconvenience to the Property as reasonably possible and making good to the reasonable satisfaction of the Tenant all damage caused to the Property
7. From time to time during the Term the right (upon giving to the Lessee no less than two (2) months notice in writing) the right for the Council and its employees and visitors to use the whole or part of the Property as a polling station on dates and times as are necessary for the purposes of facilitating public voting during local general or European elections

8. From time to time during the Term the right for the Landlord to use the Property as an "Emergency Centre" in the event that there is a major incident in the City of Coventry that requires the use of buildings in cases of emergency provided that in such an event the Lessee will co-operate with the Council and use every effort to assist the Council's use of the premises notwithstanding any hiring arrangements that are in place for use of the Property at that time

SCHEDULE 4

Landlord's Option to Determine

In the event that the Tenant ceases at any time during the Term to use the Property for the purposes set out in clause 3.9.3 then the Landlord may determine this Lease by giving to the Tenant not less than five (5) month's prior notice in writing of its desire ("the Landlord's Notice") And upon the expiration of the Landlord's Notice this Lease shall cease and determine absolutely but without prejudice to any right of either party hereto against the other in respect of any antecedent breach of any of the covenants and conditions herein contained PROVIDED ALWAYS THAT neither the Property nor any part or parts thereof being on the Termination Date subject to any underlease or charge and the Tenant shall give to the Landlord upon the expiration of the Landlord's Notice full vacant possession of the whole of the Property

Draft Lease Plan for Finham Primary School



PLAGE DIRECTORATE
CORPORATE PROPERTY SERVICES
9TH FLOOR, CIVIC CENTRE 4
MUCH PARK STREET
COVENTRY CV1 2PY
02476 631532



Coventry City Council

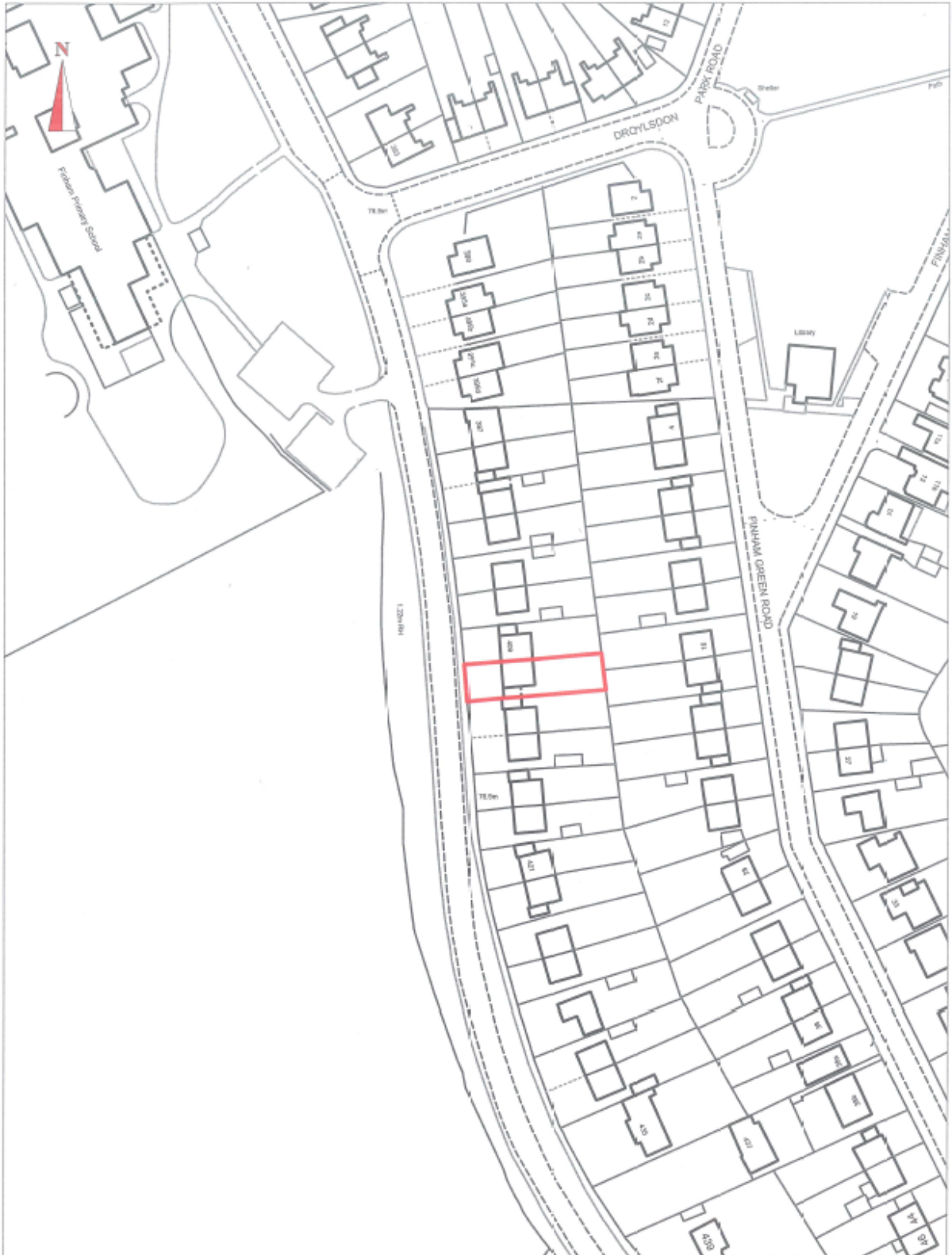
Finham Primary Leasehold Plan

Scale 1:1250	Drawn by RG	Date 27/01/2016
O.S. Ref. No: SP3275SE	LPR-	

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Draft Lease Plan for the Site Services Accommodation at 411 Green Lane



<p>PLACE DIRECTORATE CORPORATE PROPERTY SERVICES 9TH FLOOR, CIVIC CENTRE 4 MUCH PARK STREET COVENTRY CV1 2PY 02476 831532</p>	 <p>Coventry City Council</p>	<p>Finham Primary SSO House Leasehold Plan</p>
		<p>Scale 1:1250 O.S. Ref. No: SP3275SE</p> <p>Drawn by RG LPR-</p> <p>Date 27/01/2016</p>

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Draft Asset Transfer Agreement

DATED _____ 2015

THE COUNCIL OF THE CITY OF COVENTRY (1)

and

THE GOVERNING BODY OF FINHAM PRIMARY SCHOOL (2)

and

FINHAM PARK MULTI-ACADEMY TRUST (3)

TRANSFER AGREEMENT

brownejacobson

THIS AGREEMENT is made

2015

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House, Earl Street, Coventry CV1 5RR (the "**Council**");
- (2) **THE GOVERNING BODY OF FINHAM PRIMARY SCHOOL** of Green Lane, Coventry, West Midlands, CV3 6EJ (the "**Governing Body**");
- (3) **FINHAM PARK MULTI-ACADEMY TRUST** a company limited by guarantee registered in England and Wales (company number 07700317) whose registered office is at Finham Park School, Green Lane, Coventry, West Midlands CV3 6EA (the "**Company**").

WHEREAS

- (A) The Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site of the School is owned by the Council and on the Transfer Date the Council will grant a lease to the Company of the site currently occupied by the School

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

"Academy" means the academy to be run by the Company on the site of the School under the proposed name Finham Primary School;

"Assets" means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including but not limited to those listed in **Error! Reference source not found.**, but excluding the Excluded

Assets;

“Contractor”

means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date;

“Contracts”

means any contracts (including any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same)) entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including but not limited to:

- (i) contracts, collateral warranties, guarantees, bonds and third party rights relating to building, improvement, maintenance or other works of the land and buildings comprised in the site of the School;
- (ii) any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same); and
- (iii) those contracts listed in Schedule 1 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date),

and where such contract was entered into by the Council and relates to other schools

	operated by the Council as well as the School then only such part of that contract as relates to the School in each case excluding the Excluded Contracts;
"Data Protection Legislation"	means the Data Protection Act 1998 ("DPA"), and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner;
"Directive"	means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time)
"Eligible Employees"	means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
"Employee Liability Information"	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
"Employee Schedule"	means a list of all School Employees as at the date that the list is provided to the Company by the Council;
"Encumbrance"	means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
"Excluded Assets"	means the assets described in Schedule 4 which are excluded from the transfer effected by this

	Agreement;
“Excluded Contracts”	means the contracts described in Schedule 5 which are excluded from the transfer effected by this Agreement;
“Funding Agreement”	means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
“Loss”	means all costs, claims, liabilities and expenses (including reasonable legal expenses) and “Losses” shall be construed accordingly;
“the LGPS”	means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;
“the Personnel Files”	means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of continuous employment with the Council, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;
“the Pupil Records”	means the records and information held by the Council or the Governing Body in respect of the pupils at the School who will or who are likely to become pupils at the Academy;
“the Regulations”	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended

	or re-enacted from time to time);
“the School”	means Finham Primary School (a maintained school);
“School Fund”	means the account held at Yorkshire Bank, 7-11 High Street, Coventry, CV1 5SB, titled Finham Primary School Fund Account, with Charity No. 1056489 and the following Account Number and Sort Code: Account Number: 49815118 Sort Code: 05-03-87
“School Employees”	means any employees of the Council or of any other persons who are assigned to the School or to services provided in connection with the School;
“Staffing Information”	means, in respect of the School Employees, the information listed in Schedule 1;
“Third Party Consent”	means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Company of any of the Assets or Contracts;
“the TPS”	means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;
“Transfer Date”	means the date specified in the Funding Agreement on which the Academy will open;
“Transferring Employees”	means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule.

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
 - 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
 - 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
 - 1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.
- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.
- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.
2. **CONDITION PRECEDENT**

This Agreement is conditional upon the Funding Agreement being signed by the Company and the Secretary of State on or before the Transfer Date. In the event that the Funding Agreement is not signed by such date this Agreement shall cease to have effect on the day following such date.

3. OPERATION OF THE REGULATIONS

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION AND WARRANTIES

4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Council shall at least 14 days prior to the Transfer Date to the extent lawfully permitted provide the Company with the Employee Schedule and Staffing Information.

4.2 The Council shall notify the Company of any material change to the Employee Schedule and the Staffing Information prior to the Transfer Date as soon as is reasonably practicable, and shall upon request by the Company meet the Company to discuss the information disclosed.

4.3 The Council warrants as at the date of this Agreement and again as at the Transfer Date:

4.3.1 that the information in the Employee Schedule and the Staffing Information is complete and accurate and up-to-date;

4.3.2 that neither it (nor any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his contract of employment;

- 4.3.3 that none of the School Employees have given or received notice of termination of employment nor are any of the School Employees the subject of any material disciplinary action nor is any School Employee engaged in any grievance procedure;
 - 4.3.4 that neither it (nor any other employer of a School Employee) is engaged in relation to any School Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;
 - 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work and Registration) (England) Regulations 2003; and
 - 4.3.6 that by the Transfer Date all Disclosure and Barring Service (formerly Criminal Records Bureau) checks (including checks of the barred lists) required by law, together with all other similar checks required by law, will have been carried out in relation to all Transferring Employees
- 4.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Council and the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
 - 4.4.2 the Council and the Governing Body, shall not, and shall procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
 - (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Council and the School Employees in the

normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);

- (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) employ or assign any person to the School who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Council shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5. APPORTIONMENTS

5.1 The Council shall be responsible for all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to but not including the Transfer Date, and will pay such liabilities in the ordinary course prior to the Transfer Date and hereby indemnifies the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.

5.2 The Company shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from (and including) the Transfer Date, and will indemnify the Council against Losses in respect of the same.

6. INFORMATION AND CONSULTATION

6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.

6.2 The Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. INDEMNITIES

7.1 The Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employees or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:

7.1.1 any claim or demand by any School Employee or former School Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee or former School Employee, or any claim relating to the period on and before the Transfer Date (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);

7.1.2 any failure by the Council or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under

Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations;

7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council or any other employer of the School Employees to comply with any legal obligation to such trade union, body or person; and/or

7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.

7.2 If in connection with the closing of the School and the opening of the Academy it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:

7.2.1 the Company (or, where applicable, the Contractor) may by 4pm on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; and

7.2.2 the Council shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal and any other claim brought by or on behalf of that person.

7.3 The Company shall (in respect of Transferring Employees employed by the Company) and shall use reasonable endeavours to procure that any Contractor shall (in respect of Transferring Employees employed by the Contractor) indemnify the Council against all Losses incurred by them in connection with or as a result of:

- 7.3.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor in respect of any Transferring Employee on or after the Transfer Date;
- 7.3.2 any failure by the Company or the Contractor as the case may be to comply with its obligations under Regulation 13 of the Regulations; and/or
- 7.3.3 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor as the case may be on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8. PENSIONS

- 8.1 The parties acknowledge that the Company is a “scheme employer” for the purposes of the Local Government Pension Scheme (Administration) Regulations 2008 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.2 The parties acknowledge that the Company is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 1997 SI 1997/3001 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS

Regulations shall apply to the Company (as the person carrying on the business of the Academy).

- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees' membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any sum due to the LGPS and the TPS arising out of the termination of their employment.
- 8.6 The Company shall:-
- 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees on the expiry or termination of their employment;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of the expiry or termination of the employment of any Eligible Employee; and
 - 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company on the expiry or termination of their employment.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer such right and title as they have to the Assets (subject to any Encumbrance to which such Assets are subject and to any Third Party Consent), to the Company free of charge.

- 9.2 The Excluded Assets and Excluded Contracts shall be excluded from the transfer under this Agreement.
- 9.3 The Council, the Governing Body and the Company shall work together in good faith to achieve a smooth transfer which best meets the needs of students transferring from the School to the Academy.
- 9.4 Such right of title as the Governing Body or the Council have to the Assets and risk in the Assets shall pass to the Company on the Transfer Date provided always that the Council and the Governing Body will have no liability to the Company in relation to the condition of such assets.
- 9.5 The Company shall have responsibility for the operation of the Academy from the Transfer Date and the Council and the Governing Body shall have no further obligation in terms of the operation of the School from the Transfer Date.
- 9.6 The Council and/or Governing Body (as applicable) with effect from the Transfer Date assigns to the Company all the Contracts:-
- 9.6.1 which are capable of assignment without the consent of other parties to those contracts; or
- 9.6.2 where consent is required to assignment and such consent has been received.
- 9.7 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
- 9.7.1 this Agreement shall not constitute an assignment or an attempted assignment of that Contract if the assignment or attempted assignment would constitute a breach of that Contract;
- 9.7.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment and then to assign, or to procure the novation, of that Contract; and
- 9.7.3 until the consent or novation is obtained:

- (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at the Company's cost) do all such acts and things as the Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);
- (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
- (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.

9.8 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).

9.9 All receipts relating to the Assets and the Contracts and all Losses and outgoing incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("Historic Liabilities") shall belong to, and be paid and discharged by, the Council or, as the case may be, the Governing Body (whichever is currently responsible) in the ordinary course of business and the Council undertakes to indemnify and keep the Company and the

Governing Body indemnified against any Historic Liabilities for which it is responsible under this clause.

- 9.10 All receipts relating to the Assets and the Contracts and all Losses and outgoings relating to the Assets and the Contracts incurred or payable as from and including the Transfer Date (“Future Liabilities”) shall belong to, and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.11 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School’s accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School’s accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this amount is an underpayment or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).
- 9.12 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are permitted to do so by Data Protection Legislation (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Legislation to deliver such information to the Company).
- 9.13 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.
- 9.14 In the event that the Council has procured professional services in connection with building or maintenance works by utilising in-house

resources instead of appointing external consultants, in respect of those services the Council warrants that it has exercised (and if relevant will continue to do so) the degree of reasonable skill and care to be expected of an appropriately qualified professional of the relevant discipline to the services in question who is experienced in performing such services.

9.15 In any case where the Contracts relate to building works which have not reached practical completion or are still within the rectification period, defects liability period or maintenance period or where there are professional services still to perform the Contracts shall not be assigned and the Council shall hold the benefits of such Contracts on trust for the Company until the issue of the certificate of making good defects or equivalent of the building works or completion of professional services and the following clauses shall apply:

9.15.1 the Council shall continue to perform the employer's obligations under such Contracts;

9.15.2 the Council shall use reasonable endeavours to procure that the contract administrator shall provide 5 business days prior written notice to the Company of the contract administrator's intention to issue any certificate of practical completion and making good defects and the Council shall use reasonable endeavours to procure that the contract administrator shall take all due and proper regard of the representations made by the Company in relation to such certificate provided that such representations are provided within 5 business days of such notice;

9.15.3 the Council shall at the request and expense of the Company take such action under the Contracts as may reasonably be required by the Company and will pay to the Company all monies and sums received pursuant to such enforcement action as soon as reasonably practicable; and

9.15.4 upon the issue of the certificate of making good defects or equivalent of the building works or completion of professional services, the Council shall assign such Contracts to the Company and clause 9.7 shall apply.

10. CONDUCT OF CLAIMS

10.1 In respect of the indemnities given in this Agreement:

10.1.1 the indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 the indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters and obtain their consent before settlement; and

10.1.3 the indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. CONFIDENTIALITY

Each party undertakes to the other that they will keep the contents of this Agreement confidential as between the parties, except to the extent that disclosure is required by law.

12. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the

Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. FORCE MAJEURE

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. GENERAL

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be unenforceable or illegal, the other provisions will remain unaffected and in force.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Nothing in this agreement shall oblige the Governing Body to continue in existence where it ceases to do so as a result of the closure of the School or by operation of law or shall place any obligation or liability on the individual members of the Governing Body whether or not the Governing Body continues to exist.
- 14.8 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.9 Any notice shall be deemed to have been duly received:
- 14.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
- 14.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
- 14.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.11 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.

14.13 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.

14.14 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS of which the parties or their duly authorised representatives have executed this agreement as a Deed on the date first written above.

THE COMMON SEAL of

**THE COUNCIL OF THE CITY OF
COVENTRY**

was hereto affixed in the presence of
[]

Authorised Signatory

.....

SIGNED as a DEED by

..... ,

Head Teacher and

.....

Chair of Governors for and on behalf

of **THE GOVERNING BODY OF
FINHAM PRIMARY SCHOOL**

in the presence of:

Signature of witness:

Witness' name:

Witness' address:

**EXECUTED AS A DEED by
FINHAM PARK MULTI-ACADEMY
TRUST**

acting by

.....,

a director, in the presence of:

Director

Signature of witness:

Witness' name:

Witness' address:

STAFFING INFORMATION

1. **Individual terms and conditions**
 - 1.1 Copies of all current employment contracts, and all other terms and conditions of employment.
 - 1.2 A schedule comprising in respect of each employee, the following particulars:-
 - (a) full name;
 - (b) post;
 - (c) whether the employment is full or part time;
 - (d) sex;
 - (e) date of birth;
 - (f) date of commencement of service;
 - (g) notice period;
 - (h) normal retirement age;
 - (i) remuneration;
 - (j) pension;
 - (k) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) assimilation point for the head teacher;
 - (iii) whether the employee is a post-threshold teacher;
 - (iv) whether the employee is a good honours graduate;
 - (v) management, recruitment, retention and/or any other allowances payable;

(vi) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-

(a) redundancy procedures and payments;

(b) redeployment procedures;

(c) sickness absence and sick pay entitlements;

(d) equal opportunities;

(e) disciplinary matters;

(f) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. **Collective bargaining**

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Council / Governing Body, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

2.3 Details of any other agreement, whether school, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".

2.4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

3. **Disputes**

3.1 Details of any dispute with any employee whether brought under the Council/Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Council / Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Equality and Human Rights Commission, the Health and Safety Inspector and HM Revenue and Customs concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Council / Governing Body's disciplinary or capability procedures.

4. **Dismissals**

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

5. **Working Time Regulations 1998**

5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

6. **Health and Safety**

- 6.1 Details of any health and safety committees/representatives.
- 6.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.
- 7. **Trainees/Consultants**
 - 7.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.
 - 7.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.
- 8. **Absent employees**
 - 8.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.
 - 8.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.
- 9. **Job Evaluation Scheme**
 - 9.1 A copy of any job evaluation scheme.
- 10. **Contractor Employees**
 - 10.1 Details of any individuals employed by contractors working in the school.
- 11. **Pension**
 - 11.1 A list of all pension schemes (both occupational and personal) applicable to the employees.
 - 11.2 Details of any current or pending applications for early retirement.

Schedule 2
THE ASSETS

1. All equipment, furniture, fixtures and fittings on the site of the School (“the loose plant and equipment”).
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
3. All rights of the Council or Governing Body (as appropriate) in respect of computer software used by the School whether granted by licence or otherwise.
4. Any balance remaining from the School's budget following completion of due accounting procedures.
5. The School Fund.

Schedule 3
THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

6. The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
7. Cash in hand or at bank (other than any surpluses transferred to the Company from the Council and the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulation 2010 or any amounts referred to at paragraph 4 of Schedule.

Schedule 4
THE EXCLUDED CONTRACTS

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Cabinet
Council

8th March 2016
15th March 2016

Name of Cabinet Member:

Cabinet Member for Strategic Finance and Resources – Councillor Gannon

Director Approving Submission of the report:

Executive Director of Resources

Ward(s) affected:

None

Title:

Annual Pay Policy Statement 2016/2017

Is this a key decision?

No

Executive Summary:

Local Authorities are required by sections 38 and 39 of the Localism Act 2011 to produce an annual Pay Policy Statement. The statement must articulate the City Council's policies towards a range of issues relating to the pay of the workforce, particularly the most senior staff (or "chief officers") and the relationship of their pay to the lowest paid employees. The proposed annual Pay Policy Statement for 2016/2017 is attached as appendix 1.

Recommendations:

1. Cabinet is requested to recommend that the Council approves the Annual Pay Policy Statement 2016/2017.
2. Council is recommended to approve the Annual Pay Policy Statement 2016/2017 attached at Appendix 1.

List of Appendices included:

Appendix 1 Annual Pay Policy Statement 2016 / 2017.

Other useful background papers:

None

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

Yes - 15th March 2016

Report title: Annual Pay Policy Statement 2016/2017

1. Context (or background)

- 1.1 The Localism Act 2011 requires all local authorities to produce an annual Pay Policy Statement, setting out the Council's policies regarding the pay and grading of the workforce, which must be approved by full Council. The annual Pay Policy Statement is particularly required to highlight the relationship between the pay and remuneration of the most senior staff (chief officers) and the general workforce. The City Council has clearly established policies and processes for the determination of the pay and grading of its employees and these are summarised in the proposed Pay Policy Statement.
- 1.2 The annual Pay Policy Statement also sets out the relationship between the highest and lowest paid employees. Guidance on the development of Pay Policy Statements states that authorities should explain their policy in respect of chief officers who have been made redundant and later reemployed or engaged under a contract of service, and also their approach to any shared arrangements in place. The City Council has no policy in relation to the re-employment or re-engagement of chief officers. No existing chief officers have been made redundant and subsequently re-employed or re-engaged and it is not anticipated this will occur in the future. Currently the City Council has established an effective working partnership with Solihull Council for procurement

2 Options considered and recommended proposal

- 2.1 Council is recommended to approve the annual Pay Policy Statement for 2016/17 to ensure compliance with sections 38 and 39 of the Localism Act 2011.

3 Results of consultation undertaken

- 3.1 There is no requirement to consult on the Pay Policy Statement

4. Timetable for implementing this decision

- 4.1 The proposed Pay Policy Statement will be effective for the financial year 2016/17.

5. Comments from Executive Director, Resources

5.1 Financial implications

Financial information on all posts where the full time equivalent salary is at least £50,000 pa (which includes chief officers as identified in the Pay Policy Statement) is published in the Council's Annual Statement of Accounts.

5.2 Legal implications

The City Council is required under sections 38 and 39 of the Localism Act 2011 to agree an annual Pay Policy Statement.

6. Other implications

6.1 How will this contribute to achievement of the Council's Plan?

To assist the effective delivery of key objectives and corporate priorities the City Council must ensure a structured and objective system is in place for the determination of the pay and grading of employees.

6.2 How is risk being managed?

By adopting a Pay Policy Statement as attached at Appendix 1 the City Council would be compliant with sections 38 and 39 of the Localism Act 2011.

6.3 What is the impact on the organisation?

None

6.4 Equalities / EIA

As a consequence of the Equality Act and the National Joint Council (NJC) conditions of Service the City Council is committed to publishing equal pay information on an annual basis.

6.5 Implications for (or impact on) the environment

None

6.6 Implications for partner organisations?

None

Report author(s):

Name and job title: Neelesh Sutaria – HR Business Partner

Directorate: Resources

Tel and email contact: 02476831559

Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Shokat Lal	Assistant Director	Resources	8.2.2016	8.2.2016
Karen Mihajlovic	Senior HR Adviser	Resources	8.2.2016	8.2.2016
Liz Read	Electoral Services Manager	Resources	8.2.2016	8.2.2016
Lara Knight	Governance Services Co-ordinator	Resources	9.2.2016	9.2.2016
Names of approvers for submission: (officers and members)				
Finance: Katherine Sutherland	Lead Accountant	Resources	8.2.2016	9.2.2016
Legal: Carol Bradford	Lawyer Regulatory Team	Resources	9.2.2016	9.2.2016
Director: Chris West	Executive Director	Resources	8.2.2016	9.2.2016
Members: Councillor Gannon	Cabinet Member (Strategic Finance and Resources)		8.2.2016	

This report is published on the council's website:

www.coventry.gov.uk/councilmeetings

Appendix 1

Coventry City Council – Annual Pay Policy Statement 2016/2017

1. Introduction and Purpose

Under section 112 of the Local Government Act 1972, the Council has the “power to appoint officers on such reasonable terms and conditions as [the] authority thinks fit”. This Pay Policy Statement (the ‘statement’) sets out the Council’s approach to pay policy in accordance with the requirements of Section 38 of the Localism Act 2011(“the Act”).

For the purposes of this statement, Chief Officers’ is defined within S43 of the Localism Act and by Section 2 of the Local Government and Housing Act 1989 as the Chief Executive, Strategic Directors and Heads of Service. Each of these posts have been evaluated using a job evaluation scheme devised by HAY Management Consultants and is used widely in the public and private sectors within the UK.

2. Pay Structure

The Council uses the NJC Job Evaluation scheme and the nationally negotiated pay spine as the basis for its local grading structure. This determines the salaries of the vast majority of the non-school based workforce, together with the use of other nationally defined rates where relevant.

Within the National pay spine, the Council operates its own locally agreed grading scheme. Progression within the grading structure is based on automatic annual increments until the top of the grade is reached.

A similar incremental approach is also applied to other groups of employees who are governed by relevant national negotiating bodies. These groups include Soulbury, JNC/Youth and Community schemes. Increments for those employed on teachers’ terms and conditions are based on performance.

The posts of Chief Officers are evaluated in accordance with the Hay job evaluation scheme.

3. Senior Management Remuneration

The remuneration for Chief Officers is:

The Chief Executive falls within a range of £175,000 to £185,000 or as may be otherwise determined by the Council.

The remaining Chief Officer remuneration falls within a range of £75,517 to £124,295 or as may be otherwise determined by the Council.

4. Recruitment of Chief Officers

The determination of the remuneration offered to any newly appointed Chief Officer will be in accordance with the pay structure and relevant policies in place at the time of recruitment. The Council’s policy and procedures with regard to the recruitment of Chief Officers’ is set out within the Council’s Constitution.

The determination of the remuneration to be offered to any newly appointed Chief Officer will be in accordance with the Council’s Hay pay and grading structure. Chief Officer’s jobs are allocated to a salary range based on a number of factors including the level of knowledge, skills and experience required and the responsibilities and accountabilities associated with the position.

Where the Council is unable to recruit to a post and where there is a need to retain key staff, it will consider the use of temporary market force supplements. Where the Council remains unable to recruit chief officers under an employment contract, or there is a need for interim cover for a Chief Officer post, the Council will consider engaging individuals under 'contracts for service'.

The Council considers that decisions on large salary packages (£100,000 and above) should be subject to accountability and scrutiny. The Council considers that it would be preferable for scrutiny of these decisions to take place in committee rather than by full Council, and that the Audit and Procurement Committee is the appropriate forum. This committee is skilled and experienced in subjecting specific decisions to scrutiny, and will be able to test the strength of the explanations put forward for particular appointment/severance packages. The Council believes that the Audit and Procurement Committee will be able to do this better than full Council and make those decisions in consultation with the Cabinet Member for Strategic Finance and Resources.

5. Increases and additions to Remuneration of Chief Officers

The Council does not apply any bonuses to its Chief Officers.

Salary progression for Chief Officers is based upon an annual performance based assessment.

The following posts currently receive a market supplement in addition to the basic salary.

Chief Officer Title	Annual Market Supplement
Executive Director for People	£10,000
Assistant Director for Streetscene and Greenspace	£8,000
Assistant Director Development Services	£13,000
Assistant Director Highways Services	£8,000
Assistant Director for Finance	£5,000
Assistant Director ICT Transformation & Customer Services	£5,726

The gross fees for local elections/referendums in 2015/2016 were;

Chief Officer Title	Payment for European, Local and Parliamentary Elections
Chief Executive	£33,469
Executive Director - Resources	£3,469.70
Assistant Director – Legal & Democratic Service	£1,128.30
Assistant Director - Development Services	£281.00
Assistant Director- ICT, Transformation & Customer Services	£281.00
Assistant Director – Health, Libraries & Adult Education	£281.00
Head of Corporate Communications	£336.00
Assistant Director HR & Workforce Services	£256.00
Assistant Director Revenues & Benefits	£340.00
Deputy Director Early Intervention & Social Care	£281.00
Executive Director - Place	£281.00

Assistant Director Street Scene and Greenspace.	£281.00
Head of Financial Management	£281.00
Assistant Director Highway Services	£281.00

6. Payments on Termination

The Council's approach to discretionary payments on termination of employment of Chief Officers in a redundancy situation is set out within the Security of Employment Agreement in accordance with the Discretionary Compensation Regulations 2006 which give all Councils the ability to determine redundancy payments. This Agreement sets out the processes to be used in cases of redundancy (for example consultation and redeployment possibilities).

The Council does not apply the added years' arrangements available under the Local Government Pension Scheme and therefore has no discretion over the pension benefit amounts payable to Chief Officers who are made redundant and who are entitled under the scheme regulations to be paid their pension benefits.

In some rare and exceptional circumstances, it may be more appropriate and in the Council's best interests to reach mutual agreement to end employment. Such reasons can include speed and minimising the risk of significant uncertainty and disruption. In reaching an agreement in a process of negotiation it is likely that the payment will be specific to the individual's circumstances.

The Council considers that decisions on large severance packages, which may be in relation to statutory redundancy pay and/or settlement agreements (£100,000 and above) should be subject to accountability and scrutiny. The Council considers that it would be preferable for scrutiny of these decisions to take place in committee rather than by full Council, and that the Audit and Procurement Committee is the appropriate forum. This committee is skilled and experienced in subjecting specific decisions to scrutiny, and will be able to test the strength of the explanations put forward for particular severance decisions. The Council believes that the Audit and Procurement Committee will be able to do this better than full Council and make those decisions in consultation with the Cabinet Member for Strategic Finance and Resources.

The City Council has a policy not to re-employ or re-engage previous employees within five years, if they have left as part of the voluntary redundancy/early retirement programme. It is not envisaged that any Chief Officer who leaves the Council with a severance or redundancy payment will be considered for further employment with Coventry or for the hiring of their services in another capacity unless there are special circumstances.

7. Publication

Upon approval by the full Council, this statement will be published on the Council's Website.

8. Lowest Paid Employees

The City Council has adopted the Living Wage (£7.85 per hour), which means that the lowest paid persons employed on Coventry City Council terms and conditions are paid a full time (37 hours per week) salary equivalent to £15,145 per annum.

The City Council employs a small number of modern apprentices who are not included within the definition of "lowest paid employees" as they are employed under specific trainee contract terms.

The Code of Recommended Practice on Data Transparency recommends the publication of the ratio between the highest paid salary and the median average salary of the whole of the Council's workforce.

The current Council pay levels define the following rates of pay:-

- Chief Executive = £175,000
- Median employee = £20,849
- Lowest paid employee = £15,145

The current Council pay levels define the following pay multiples:-

- Chief Executive to lowest paid employee = **1:11.6** (1:11.8 – 2015/16)
- Chief Executive to median employee = **1:8.4** (1:8.4 – 2015/16)

As part of its overall and on-going monitoring of alignment with external pay markets, both within and outside the sector, the council will use available benchmark information as appropriate.



8 March 2016

Name of Cabinet Member:

Cabinet Member for Strategic Finance and Resources: Councillor Gannon

Director Approving Submission of the report:

Executive Director for Resources

Ward(s) affected:

All

Title: Information Management Strategy

Is this a key decision?

No

Executive Summary:

Information Management is becoming increasingly critical to the way the public sector does business as we integrate services, seek to gain better outcomes with fewer resources and digitalise the way services are delivered.

Information is one of our greatest assets and its usage is a major responsibility. We are ambitious to be a Council that is trusted by its citizens and customers to manage and protect their information. Our Information Management strategy will ensure that we exploit information as a strategic asset, using recognised best practice, legislation and technology to minimise requests for information and to maximise the opportunities for information intelligence to shape future services and evaluate the effectiveness of existing ones. We will store only what we need to and increase our ability to deliver value for money, customer focused services to the benefit of Coventry, our customers and the Council.

This strategy will cover all areas of the Council and it covers all information, documents and data that we create, own, collect and hold in paper and electronic format. It covers all documents that are accessed by the public, staff, Councillors and partners. The strategy formalises principles and a range of activities that are already underway within the Council, bringing these together in one place so that we can begin to connect these activities at a strategic level and make the most of the data and information that the Council holds and how we and others use it. These include activities that resulted from previously agreed policy decisions as part of the Council's kickstart programme and move to Friargate and the Council's Customer Journey vision and strategy.

Increased availability and use of information could transform the way we work – it can strengthen our ability to deliver better outcomes working in collaboration with others, to make better decisions and to solve complex public problems. Alongside this it also has the potential to improve democratic engagement.

Recommendations:

The recommendations are for Cabinet to:

- (1) Endorse the Information Management Vision, Principles and Strategy
- (2) Note the programme of activity as outlined in section 4.1

List of Appendices included:

None

Other useful background papers:

None

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

No

Report title: Information Management

1. Context (or background)

- 1.1 Information Management is becoming increasingly critical to the way the public sector does business as we integrate services, seek to gain better outcomes with fewer resources and digitalise the way services are delivered.
- 1.2 Information is one of our greatest assets and its correct and effective usage is a major responsibility. We are ambitious to be a Council that is trusted by its citizens and customers to manage and protect their information. Our information Management strategy will ensure that we exploit information as a strategic asset, using recognised best practice, legislation and technology to minimise requests for information and to maximise the opportunities for information intelligence to shape future services and evaluate the effectiveness of existing ones. We will store only what we need to and increase our ability to deliver value for money, customer focused services to the benefit of Coventry, our customers and the Council.
- 1.3 Information is everywhere and having the right information at the right time is essential for the Council to operate efficiently, effectively and within legal parameters. As a local authority we are custodians for a wide range of data sets and the Council's role in service delivery and working in partnerships has implications for how we store, manage, use, share and protect information.
- 1.4 The significant financial pressures facing the Council mean that now more than ever we need to ensure that our services operate as efficiently as possible and to shape future services based on evidence. To enable this, we need information to be available in the right format and at the right time, as accurately as possible to enable us to deliver services, reshape services, work with partners, empower communities, to predict demand and to enable others to design interventions.
- 1.5 All of our people at all levels within the Council need to have responsibility and accountability for the maintenance and use of information.
- 1.6 This Information Management Strategy positions information as an asset alongside our physical assets, money and people.
- 1.7 This strategy covers all areas of the Council and covers all information, documents and data that we create, own, collect and hold in paper and electronic format. It covers all documents that are accessed by the public, staff, Councillors and partners.
- 1.8 The strategy formalises principles and a range of activities that are underway within the Council, bringing these together in one place so that we can begin to connect these activities at a strategic level and make the most of the data and information that the Council holds and how we and others use it. These include activities that resulted from previously agreed policy decisions as part of the Council's kickstart programme and move to Friargate and the Council's Customer Journey vision and strategy. So rather than a new policy direction, this is an endorsement of previous policy decisions through the lens of Information Management.

- 1.9 Increased availability and use of data could transform the way we work – it can strengthen our ability to deliver better outcomes working in collaboration with others, to make better decisions and to solve complex public problems. Alongside this it also has the potential to improve democratic engagement.

2. Options considered and recommended proposal

Vision for Information Management

- 2.1 Information is one of our greatest assets and its usage is a major responsibility. We are ambitious to be a Council that is trusted by its citizens and customers to manage and protect their information.
- 2.2 Our Information Management Strategy will ensure that we exploit information as a strategic asset, using recognised best practice, legislation and technology to minimise requests for information and to maximise the opportunities for information intelligence to shape future services and evaluate the effectiveness of existing ones. We will store only what we need to and increase our ability to deliver value for money, customer focused services to the benefit of Coventry, our customers and the Council.

Doing nothing is not an option

- 2.3 We need to adopt a strategic approach to information now so that we realise the benefits as we consolidate our office accommodation, adopt new ways of working, work increasingly across organisational boundaries, work to deliver savings and digitalise services.
- 2.4 The internal and external drivers for that underpin a strategic approach to Information Management are:
- **The Council's role in service delivery** – increased partnership working has implications for managing information and personal data, ownership, sharing and security.
 - **Transformation and change** – changes in the Council organisation, roles and responsibilities means we need to capture records and knowledge rather than relying on individuals.
 - **Reducing office space** – rationalising and reducing office space as we move to Friargate with more flexible working for staff will continue to increase demand for off-site storage of legacy paper records over the next few years and dictate a faster pace for digital working.
 - **Digital by design** – the drive for efficiency, security, sharing and accessibility make electronic information the default rather than paper as we design digital services through our Customer Journey and other transformation work.
 - **Data protection and transparency legislation** – data protection regulation and further controls to keep personal data confidential and secure, balanced by the need for Government transparency and open data for Council information that enables others to create solutions.

- **Regulation and inspection** – monitoring and compliance from the Information Commissioner and Care Quality Commission/NHS.
- **Public expectations** – greater awareness of rights to access information and increasing expectations in a 24/7 web-enabled world.
- **Staff expectations** - ease of use and access to data, sharing information internally and externally with partners, business intelligence and need to base decisions on research to deliver and plan services, sharing customer information to deliver services efficiently.

2.5 Information Management is critical to Council operations. With our new customer service centre approach, the collection, management and use of client data is essential for our successful operation and to support excellent customer service. Increasingly we need to adapt our data systems to allow self-service and access to our customers. We can achieve this by following the government’s digital design principles and providing a service which is “digital by design”.

2.6 In terms of documents, whilst we have made great strides to reduce our paper, our electronic filing remains a challenge and we need to learn to manage and preserve our documents appropriately. At the same time, as we deal with casework, we need to retain a critical focus on data protection and correct and appropriate sharing and use of client data/information to support improved outcomes. We need to respond with pace to recommendations that are made by the Information Commissioners Office. Finally we need to be able to use our information assets to best effect ensuring that we have intelligence which can help shape future services and evaluate the effectiveness of existing ones. All these aspects contribute positively to delivering better outcomes.

2.7 An Information Management Strategy requires information to be stored, managed, secured and shared effectively. The strategy is built on the following principles:

2.7.1 **Information is used to its full potential.** Information assets will be used to improve efficiency, thus reducing cost and improving the customer experience and to enable integration and redesign of services.

2.7.2 **Information is actively managed** in accordance with legislation, best practice and Council policy. Every information asset (for example customer record) will have a prescribed owner.

2.7.3 **All staff and partners are accountable for responsible information management.** This includes ensuring information is relevant, complete, accurate, secure and managed in accordance with risk.

2.7.4 **Information is fit for purpose.** Information will be of sufficient quality to support decision making and business intelligence.

2.7.5 **Information is appropriately accessible.** All information assets are stored digitally, they are easily identifiable, accessible and retrievable in a consistent manner by all relevant parties to enhance collaborative working, information sharing and improved customer experience.

2.7.6 **Information is protected.** From theft, loss, unauthorised access, abuse and misuse. This is important for all aspects of information storage, but even more so as we increase the use of 'cloud' or hosted solutions for the provision of data centre functions.

2.7.7 **Open data: Public information is open by default.** Citizens and businesses can access information about themselves, and to enable the development of the Internet of Things in the City.

What will look different in Coventry as a result of the recommended option?

2.8 Ultimately the implementation of this strategy through the associated programme of work will provide significant benefits to the Council, including:

- **Reduced cost** – of onsite and offsite storage and through digitisation of manual business processes.
- **Reduced risk** – of data breaches or financial penalties incurred through non-compliance with key legislation such as the Data Protection Act.
- **Increased productivity and revenue** – through automation of processes, increased collaboration and knowledge sharing, and the provision of a platform for innovation through open data. An improved customer experience as we design better services on the basis of better insight to deliver improved public outcomes within the resources we have available.

2.9 In addition to benefits for the Council there will be benefits for teams and partners too with;

- **Improved and new ways of working for teams** – by embedding the principles through training and practice teams will have easier access to information. We will be able to track and report performance through dashboards to support management and policy decision making. We will value and protect information so breaches are rare. We will work towards a “golden” record for our information assets which we can rely on to be consistent
- **Greater transparency** - We will publish data transparently and regularly to enable other organisations and individuals to plan to develop new services and share information to improve public services and outcomes.

2.10 Examples of benefits that the Council has already achieved and will be able to build on using the Information Strategy approach include:

- Helping us to better understand who is using our services and why - so that we can target our reducing resources at priorities
- Better understanding the cause and effect of changes on our customers and the services we provide e.g. Care Act and demographic change

- Understanding who doesn't pay by direct debit, where they live in the city and how they prefer to be contacted to support direct debit and channel shift
- Data matching single person discount against other Experian records to prevent and detect fraud and maximise income
- Cross selling Council commercial services and targeting publicity
- Sharing documents so that customers don't have to bring in the same documents to prove eligibility for e.g. housing benefit and homelessness
- More effective safeguarding of children by joining up information and intelligence about children and families from different public agencies
- Checking applicants for schools admissions against council tax records so we allocate places fairly

2.11 We are not starting from a zero base, we have already started our information management journey, this strategy builds on our progress to date which includes;

- **Document Management** – Significant progress with legacy paper records through FAB, and working towards improved electronic document management.
- **Data protection** - Don't gamble with data training. Improvements in guidance on working from home, use of ICT systems/kit, information sharing and established protocols from breaches.
- **ICT strategy, customer strategy and Kickstart programme** – key tools in development including customer portal, corporate data warehouse and document management solutions. ICT systems consolidation programme commencing.
- **Establishing an Information Strategy Group** - to take action in a more coordinated strategic way and focus on service improvement
- **Engagement** - a Senior Information Risk Owner (SIRO), a Chief Information Officer, key officers and SMB support

2.12 This work to date has already started to deliver specific benefits, for example:

- The roll-out of Sharepoint Team Sites is enabling staff to collaborate and share documents; access their documents remotely when working in a more agile way; and also giving teams a fresh opportunity to consider their business critical documents and how they catalogue them to ensure that information can always be retrieved easily. 16 teams across the council now have access to Team Sites, and work is continuing for the remainder services.
- Electronic Document Management solutions are ready to deploy into School Admissions and School Appeals, enabling both teams to share a single electronic common document set, in addition to their own specific store for their own documents. This avoids paper stores, transportation and reducing time in processes to collate and exchange information. Both services will have immediate structured access to all of the documents they require to operate effectively.

- Identification of key data sets from business systems and co-locating this data in a data warehouse. This is progressing the concept of Master Data Management to look at establishing a common (or 'golden') record for data to enable better reporting across different Council functions. Several data sets are already being managed in this way, including finance, HR and social care data, and this will now be extended to further data sets. As data is included, rules are processed to identify incorrect data which is then being corrected at the source.
- 2.13 The Information Management Strategy Group that has been established to oversee the way that information is managed across the Council is chaired by the Executive Director (Resources) who is also the Council's Senior Information Risk Owner, and has senior representation from each directorate, the Chief Information Officer (Assistant Director ICT Transformation and Customer Services), ICT, transformation, Insight Team and Legal Services representatives. The Executive Director – People is the sponsor for the Information Management Strategy – demonstrating the commitment from the whole of Strategic Management Board to this work.
- 2.14 This Strategy Group will be used to monitor the implementation of this strategy and to receive reports on progress. It is proposed that updates can also be provided by the Strategy Group to Audit Committee.
- 2.15 External input has also been sought from industry experts, in order to leverage best practice from other authorities and other sectors.

3. Results of consultation undertaken

- 3.1 No consultation was undertaken for this strategy or is necessary for its adoption.

4. Timetable for implementing this decision

- 4.1 In order to implement an Information Strategy and realise the benefits of improved management of data, documents and information, a schedule of activities will be required over the next 18 months across a number of themes, grouped into the following workstreams:
- **Document Management and Business Process Design.** Building on existing work to reduce legacy paper records, this workstream will help us to understand our business critical documents and ensure they are maintained in a logical and well managed way. Implementation of electronic storage solutions will ensure the automatic application of document retention and destruction in line with business rules. This will avoid duplication, physical transportation and over-retention of files and the data and information contained in them.
 - **Data Quality Principles and Standardisation.** Including establishing a network of data controllers and owners to support an Information Asset register to fully understand the potential of data and information we hold. Data

linking and matching will ensure a coherent view of information to be held in a data warehouse.

- **Data Protection, Information Risk and Security.** To ensure compliance with all legislative requirements concerning the use of information; to respond to the Information Commissioner's Office (ICO) recommendations as necessary and to manage risk effectively to minimise the potential for data breaches.
- **Information Sharing and Insight.** To improve decision making through a standardised information-sharing approach.
- **Skills development of the workforce.** To embed a culture of ownership and accountability for data and information.

5. Comments from Executive Director, Resources

5.1 Financial implications

This programme of work will be delivered from existing resources. The implementation of an Information Management Strategy acts as a key enabler to a number of key Council projects and will be aligned with the savings programme and budget report as it will underpin much of the work already planned to deliver existing targets in the Medium Term Financial Strategy. Opportunities are also expected to arise for further efficiencies as this work progresses.

5.2 Legal implications

An overarching Information Management Strategy which sets out how information will be managed, represents good governance. The proposed programme of work will also consider compliance with legislation relating to data and information. Whilst we would plan for information to be open and transparent by default, this work will also improve safeguards against data breaches where sensitive data needs to be protected. An Information Asset register will be compiled to identify key datasets and ensuring that each has a clear owner with accountability for that data.

6. Other implications

6.1 How will this contribute to achievement of the Council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / Local Area Agreement (or Coventry Sustainable Community Strategy)?

Improved use of data and information will contribute to the Council's overall aims and objectives in the Corporate Plan in a variety of ways, particularly if it is used, as proposed, to underpin the key components of the transformation and efficiency agenda as shown below:

Fig 1: Key components of the transformation and efficiency agenda



As an example, the work on Customer Journey has already used new data techniques to help inform potential solutions and monitor the progress against take up of direct debit, channel shift to digital transactions alongside other measures such as footfall in the council's other reception sites. This has been achieved through ensuring the correct information is collected in the first instance, understanding the critical data to target communications campaigns and change activity and presenting information more clearly through a series of dashboards to managers and decision makers.

Other Combined Authorities are already looking at how they manage information as a collective. For instance the Greater Manchester Authority is looking to set up a centre of excellence to look at how information is shared across the region to help support the integration of health and social care services in the city. Information Management will be an important consideration for the West Midlands Combined Authority.

6.2 How is risk being managed?

Risk will be managed through gaining a better understanding of the data assets we hold and their specific security and risk implications. The formation of an Information Asset register will give greater visibility to those risks; identifying the owners and enabling better management of risk.

6.3 What is the impact on the organisation?

A more strategic approach to the management and use of information, will lead to improved decision making through benefits including:

- Having a better understanding of who is using our services and why, so that we can target our reducing resources at priorities.

- Data matching to detect fraud and maximise income
- Cross-selling council commercial services and targeting publicity
- More effective safeguarding of children through joining up information and intelligence about children and families from different public agencies.
- Efficiency savings from having single sets of data information, less duplication and risk of error

6.4 Equalities / EIA

Whilst this approach to Information Management will not in itself have any specific impacts on the Public Sector Equality Duty, all decisions are made on the basis of data and information we hold and maintain. Management of personal and equality data will be included in the scope of the strategy and as a result, the improved management of that data will lead to improved understanding of the equality impact of future decisions.

6.5 Implications for (or impact on) the environment

There are no specific implications or impact upon the environment, but will similarly help us to ensure that impacts are better understood for any future decisions.

6.6 Implications for partner organisations?

The proposed strategy will apply to all data and information that we create, own, collect and hold in any format; and any data that is accessed by staff, customers or partners. The benefits derived from improved information management, particularly through the appropriate sharing of information, will similarly apply to all users of that data including partners.

Report author(s):**Name and job title:**

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Directorate:

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Enquiries should be directed to the above person.

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Jane Murphy	Head of Transformation and Major Projects	Resources	29 Jan 2016	01 Feb 2016
Andy Baker	Insight Manager	People	16 Feb 2016	16 Feb 2016
Paul Ward	Head of Strategy, Systems and Development	Resources	16 Feb 2016	16 Feb 2016
John Baird	Admin Location Manager	Resources	16 Feb 2016	16 Feb 2016
Tracy Miller	Head of Planning and Regulation	Place	16 Feb 2016	16 Feb 2016
Marc Greenwood	Head of Business Systems	People	16 Feb 2016	16 Feb 2016
Names of approvers for submission: (officers and members)				
Finance: Paul Jennings	Finance Manager	Resources	10 Feb 2016	12 Feb 2016
Legal: Helen Lynch	Legal Services Manager (Place and Regulatory)	Resources	29 Jan 2016	02 Feb 2016
Director: Chris West	Executive Director Resources	Resources	29 Jan 2016	29 Jan 2016
Members: Damian Gannon	Cabinet Member Strategic Finance and Resources		29 Jan 2016	29 Jan 2016

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Public report Cabinet

Cabinet

8 March 2016

Name of Cabinet Member:

Cabinet Member (Business, Enterprise & Employment) – Councillor Maton

Director Approving Submission of the report:

Executive Director Place

Ward(s) affected:

None

Title:

MIPIM 2016 – Authority for Attendance 15th – 18th March 2016

Is this a key decision?

No

Executive Summary:

Marche International Des Professionals De L'Immobilier (MIPIM) is Europe's largest and most successful property conference/exhibition with representation from over 79 countries. MIPIM continues to be widely acknowledged as the place to meet leading international partners and prospects in the property world. The 2016 conference will witness 27 years of real estate business at MIPIM.

MIPIM continues to be the leading international real estate forum and global market place that brings together industry decision-makers from around the world.

This report seeks approval for attendance of a Coventry delegation at MIPIM 2016, with the primary objective being to attract and encourage investment into Coventry as part of an overall strategy to create and sustain jobs in the region. Participating and exhibiting at MIPIM provides a unique opportunity to profile Coventry and Warwickshire projects, achievements and development opportunities to major decision makers and intermediaries in the UK and international property markets. MIPIM also provides the opportunity to enhance the perception and image of Coventry and Warwickshire.

Recommendations:

Cabinet is recommended to:

Approve Councillor Gary Crookes, Shadow Cabinet Member for Business, Enterprise and Employment to accompany a delegation from Coventry to attend MIPIM. This delegation was given approval to travel on 5th January 2016 and comprises of: Cllr Lucas, The Leader Coventry City Council; Cllr R Brown, Deputy Cabinet Member (Business, Enterprise and Employment); Martin Reeves, Chief Executive; Martin Yardley,

Executive Director Place; David Cockroft, Assistant Director City Centre and Development Services; Déirdre Fitzhugh, Service Manager Destination and Business Relationships and Claire England, Business Development Officer

List of Appendices included:

Conference/Seminar Authority of Attendance Form.

Other useful background papers:

None.

Has it been or will it be considered by Scrutiny?

No.

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No.

Will this report go to Council?

No.

Report title: MIPIM 2016 – Authority for Attendance 15th – 18th March 2016

1. Context (or background)

- 1.1 Coventry has attended the MIPIM property show since 1993 and was one of the first UK cities to realise and exploit its potential. Our continued presence at the show indicates that Coventry and Warwickshire is actively seeking and supporting new property investment in the city. Participating and exhibiting at MIPIM allows Coventry and Warwickshire and its private sector partners the unique opportunity of profiling projects, demonstrating visible achievements and highlighting development opportunities to major decision makers and intermediaries in the UK and international property markets.
- 1.2 A strong presence of Coventry City Council’s senior personnel continues to give our partners confidence that the city is fully supportive of the new developments going forward.
- 1.3 The overall presence also provides the opportunity to enhance the perception and image of Coventry and Warwickshire. Highlighting developments and opportunities such as Friargate, City Centre South whilst promoting Coventry and Warwickshire as ‘open for businesses’.
- 1.4 It is recommended that Councillor Gary Crookes joins the delegation which includes two Elected Members and five officers from Coventry City Council attend the property exhibition to promote the region as a location for investment and development.
- 1.5 The event organisers, Reed Midem have re-emphasised the need for exhibitors to conduct the majority of their business activity within the exhibition hall, encouraging seminar, events and meeting to take place on the exhibition stand. Therefore once again a larger exhibition stand, 42,000sqm, will be co-ordinated and managed throughout the four days of the exhibition, hence the request for then number of officers.

2. Options considered and recommended proposal

- 2.1 Option 1 – Approve Councillor Crookes attendance (Recommended)
By attending MIPIM, Councillor Crookes will have the opportunity to see first-hand the Coventry and Warwickshire Mipim presence, events schedule and meetings programme that will attract and encourage investment into Coventry as part of an overall strategy to create and sustain jobs in the region. He will also have the opportunity to meet the private sector partnership that enable Coventry and Warwickshire to attend Mipim each year with a cost neutral position.
- 2.2 Option 2 – Do not approve Councillor Crookes to attend MIPIM (Not Recommended)
If Councillor Crookes does not attend MIPIM 2016 he will lose the opportunity to witness first-hand the Coventry and Warwickshire presence, events schedule and meetings programme during Mipim 2016.

3. Results of consultation undertaken

3.1 None.

4. Timetable for implementing this decision

4.1 Subject to approval, the delegation would attend MIPIM from 14th to 18th March 2015 in France.

5. Comments from Executive Director, Resources

5.1 Financial implications

The travel and accommodation cost of Councillor Crookes attending MIPIM 2016 is anticipated to be £1200. Coventry City Council has achieved a cost neutral position to attend MIPIM 2016. We have secured agreement from Warwickshire County Council to confirm that they will take full responsibility to meet 50% of the financial cost of the Coventry & Warwickshire presence at MIPIM 2016.

5.2 Legal implications

None.

6. Other implications

The primary objective of the delegation's proposed attendance at MIPIM is to attract and encourage investment into Coventry and Warwickshire as part of an overall strategy to create and sustain jobs into the region and encourage investment and development in the city.

6.2 How is risk being managed?

N/A

6.3 What is the impact on the organisation?

The Destination and Business Relationship team working closely with the Invest in Warwickshire Economy and Skills team; will lead on the MIPIM 2016 project from inception to completion on behalf of all private sector partners who join the delegation and agree to finance the partnership.

The project will also enable the Council to work with partners to attract and encourage investment into Coventry as part of an overall strategy to create and sustain jobs in the region.

6.4 Equalities / EIA

No equality impact assessment has been carried out as the recommendations do not constitute a change in service or policy.

6.5 Implications for (or impact on) the environment

There are no implications on the environment.

6.6 Implications for partner organisations?

There are no implications for partner organisations.

Report author(s):

Name and job title: David Cockroft – Assistant Director, City Centre and Development Services

Directorate: Place Directorate

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Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
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Déirdre Fitzhugh	Service Manager – Destination and Business Relationships	Place	12/02/16	16/02/16
Claire England	Destination Management Officer (Destination and Business Relationships)	Place	12/02/16	16/02/16
Names of approvers for submission: (officers and members)				
David Cockroft	Assistant Director (City Centre and Development Services)	Place	16/02/16	17/02/16

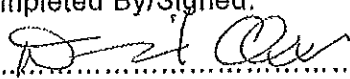
Executive Director: Martin Yardley	Executive Director Place	Place	16/02/16	17/02/16
Councillor K Maton	Cabinet Member (Business, Enterprise and Employment)	CCC	17/02/16	22/02/16

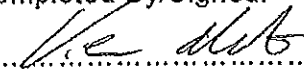
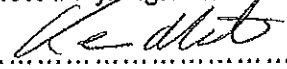
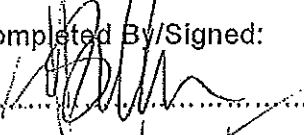
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**CONFERENCE/SEMINARS
AUTHORITY FOR ATTENDANCE**

THIS FORM IS TO BE USED FOR COUNCILLORS (FOR ATTENDANCE BOTH IN AND OUTSIDE THE UK) AND FOR EMPLOYEES (OUTSIDE THE UK ONLY OR, IF ACCOMPANYING A COUNCILLOR, INSIDE THE UK)

1. Title of Conference	Marche International Des Professionals De L'Immobilier - MIPIM 2016	
2. Organising Body	Reed Midem Organisation	
3. Location	France	
4. Date(s)	16-18 th March 2016	
5. Councillor(s) recommended to attend	Councillor Gary Crookes Cabinet Member for Business, Enterprise and Employment (Shadow Cabinet Member)	
6. Employees recommended to attend		
7. Cost per person, including travel, etc. (Note: If total cost is less than £100, formal Cabinet/Cabinet Member approval is not required)	Accommodation	£ 542.25
	Travel	£ 535.00
	Total	£1,077.25
	Coventry City Council achieved a cost neutral position to attend MIPIM for the last three years. This objective has been met for MIPIM 2016.	
	The cost outlined above, will cover the costs of member travel and accommodation, costs will be met in full through the Coventry & Warwickshire @ MIPIM partnership.	
8. Is participation at this event as part of a group	YES/NO	
9. If so, how many people IN TOTAL will be attending the event as part of that	Coventry will be working in partnership with a number of key private developers for the duration of MIPIM. The group	

group	would total approximately 30/40 persons.
10. Is there anyone travelling with the Member, officer or group in relation to whom any of the costs of travel, accommodation or any other expense will be paid for by a Member or officer. If "Yes" please state number	NO
11. Source of Funding (FIS Code)	Funding has been secured to cover all costs of attending MIPIM including all officer/members travel and accommodation costs detailed above.
12. What are the reasons for attendance and what benefits to the City Council are expected from attendance	<p>To profile Coventry and Warwickshire as a destination for relocation. Our presence at the show gives a strong indication that Coventry and Warwickshire is in the marketplace for doing business and is actively seeking new property investment.</p> <p>The primary objective is to attract and encourage investment into Coventry and Warwickshire as part of an overall strategy to create and sustain jobs in the region. Participating and exhibiting at MIPIM allows a unique opportunity of profiling Coventry and Warwickshire projects, achievements and development opportunities to major decision makers and intermediaries in the UK and international property markets. MIPIM also provide the opportunity to enhance the perception and image of Coventry and Warwickshire.</p> <p>Completed By/Signed:  Date: 11/2/16.</p>
13. Is this conference part of an overall project involving further visits in the future?	<p>YES/NO</p> <p>The City has had representation at</p>

	MIPIM for the last 20 years and would look to continue to do so in future years.
14. Recommendation of Cabinet Member/Cabinet/Chair of any other City Council Committee	YES/NO
a.) Are you satisfied that there is a genuine reason for attendance and genuine benefit for the Council?	YES/NO
b.) Will Councillor attendance affect the decision-making processes of the Council?	YES/NO
c.) Is attendance recommended?	YES/NO
	Completed By/Signed:  Date:
15. Cabinet Member's Recommendation	YES/NO
	Completed By/Signed:  Date
16. Leaders Recommendation	Completed By/Signed:  Date 12/02/2016
17. Person responsible for booking conference following approval of attendance	Name: Déirdre Fitzhugh Department: PLACE Directorate Telephone No: 024 7683 1228

**THIS FORM SHOULD NOW BE RETURNED TO THE DIRECTOR OF CUSTOMER AND
WORKFORCE SERVICES (Room CH 59)**

FOR CUSTOMER AND WORKFORCE SERVICES DIRECTORATE'S USE ONLY

<i>Decision</i> APPROVED / NOT APPROVED	<i>Cabinet Member/Cabinet</i> <i>Date:</i>
---	---

<i>Notification to:</i> (a) Officer responsible for booking conference (b) Councillor attending (c) Member of Management Board	<u>YES/NO</u> <u>DATE</u>
--	------------------------------

(d) Members' Services (e) Committee Officer	
--	--

Date report back obtained	
----------------------------------	--

Date of meeting of Scrutiny to receive report back	
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Cabinet

8th March 2016

Name of Cabinet Member:

Cabinet Member for Policy and Leadership – Councillor Mrs A Lucas

Director approving submission of the report:

Executive Director of Resources

Ward(s) affected:

N/A

Title:

Outstanding Issues

Is this a key decision?

No

Executive summary:

This report is to identify those issues on which further reports have been requested or are outstanding so that Members are aware of them and can monitor their progress.

Recommendations:

The Cabinet are recommended to consider the list of outstanding items as set out below and to ask the Member of the Management Board concerned to explain the current position on those which should have been discharged at this meeting or an earlier meeting.

List of Appendices included:

Table of outstanding issues

Other useful background papers:

None

Has it or will it be considered by scrutiny?

N/A

Has it, or will it be considered by any other council committee, advisory panel or other body?

No

Will this report go to Council?

No

**Report title:
Outstanding Issues**

1. Context (or background)

- 1.1 In May 2004, the City Council adopted an Outstanding Minutes system, linked to the Forward Plan, to ensure that follow-up reports can be monitored and reported to Members.
- 1.2 The Table appended to the report outlines items where a report back has been requested to a future Cabinet meeting, along with the anticipated date for further consideration of the issue.
- 1.3 Where a request has been made to delay the consideration of the report back, the proposed revised date is identified, along with the reason for the request.

2. Options considered and recommended proposal

- 2.1 N/A

3. Results of consultation undertaken

- 3.1 N/A

4. Timetable for implementing this decision

- 4.1 N/A

5. Comments from Executive Director of Resources

- 5.1 Financial implications

N/A

- 5.2 Legal implications

N/A

6. Other implications

- 6.1 **How will this contribute to achievement of the council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / Coventry Sustainable Communities Strategy?**

N/A

- 6.2 **How is risk being managed?**

This report will be considered and monitored at each meeting of the Cabinet

- 6.3 **What is the impact on the organisation?**

N/A

6.4 Equalities / EIA

N/A

6.5 Implications for (or impact on) the environment

N/A

6.6 Implications for partner organisations?

N/A

Report author(s):

Name and job title:

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Directorate:

Resources

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Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Names of approvers: (officers and Members)				

This report is published on the council's website: www.coventry.gov.uk/moderngov

	Subject	Minute Reference and Date Originally Considered	Date For Further Consideration	Responsible Officer	Proposed Amendment To Date For Consideration	Reason For Request To Delay Submission Of Report
1.	UK City of Culture 2021 Bid To receive updates on the progress in developing the bid.	Minute 20/15 7 th July 2015	June 2016 December 2016	Martin Yardley / David Nuttall		

* identifies items where a report is on the agenda for your meeting.