

Time and Date

2.00 pm on Tuesday, 9th July, 2013

Place

Committee Rooms 2 and 3 - Council House

1. **Apologies**
2. **Declarations of Interest**
3. **Minutes** (Pages 3 - 14)
 - (a) To agree the minutes from the meeting of Cabinet on 18th June 2013
 - (b) Matters Arising
4. **Lease and Asset Transfer Agreements for Proposed Academy Status of St Bartholomew's C of E Primary School, Hill Farm Primary School, and Three Spires School** (Pages 15 - 166)

Report of the Director of Children, Learning and Young People
5. **Priority Schools Building Programme: Progress Report** (Pages 167 - 180)

Report of the Director of Children, Learning and Young People
6. **Establishment of Local Healthwatch in Coventry** (Pages 181 - 190)

Report of the Director of Community Services
7. **Neighbourhood Working** (Pages 191 - 228)

Report of the Director of Community Services
8. **Council Plan - Performance Report 2012/13** (Pages 229 - 268)

Report of the Chief Executive
9. **Freehold Disposal of the former Central Depot Foleshill to Barratts PLC** (Pages 269 - 278)

Report of the Director of City Services and Development
10. **Coventry City Centre Public Realm Phase 2 - Update Report** (Pages 279 - 294)

Report of the Director of City Services and Development

11. **Outstanding Issues** (Pages 295 - 298)
Report of the Director of Customer and Workforce Services
12. **Any other items of public business which the Chair decides to take as a matter of urgency because of the special circumstances involved.**
13. **Freehold Disposal of the former Central Depot Foleshill to Barratts PLC** (Pages 299 - 308)
Report of the Director of City Services and Development
(Listing officer: J. Grant, tel: 024 7683 3674)
14. **Coventry City Centre Public Realm Phase 2 - Update Report** (Pages 309 - 326)
Report of the Director of City Services and Development
(Listing officer: C. Knight, tel: 024 7683 4001)
15. **Any other items of private business which the Chair decides to take as a matter of urgency because of the special circumstances involved.**

Bev Messinger, Director of Customer and Workforce Services, Council House Coventry

Monday, 1 July 2013

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

Membership: Councillors G Duggins, D Gannon, A Gingell, L Kelly, D Kershaw, A Khan, R Lancaster, A Lucas (Chair), P Townshend (Deputy Chair) and E Ruane

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, tel: 024 7683 3237 / 3065
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Coventry City Council

Minutes of the meeting of Cabinet held at 2.00 pm. on 18 June 2013

Present:

Cabinet Members:	Councillor Mrs Lucas (Chair) Councillor Townshend (Deputy Chair) Councillor Duggins Councillor Gannon Councillor Gingell Councillor Kelly Councillor Kershaw Councillor A. Khan Councillor Lancaster Councillor Ruane
Deputy Cabinet Members:	Councillor Innes
Non-voting Opposition Members:	Councillors Blundell and Andrews
Other Members:	Councillors Fletcher, Foster, McNicholas, Sandy and Skipper.
Employees (by Directorate):	
Chief Executive's:	M Reeves (Chief Executive), F Collingham, G Holmes, J Moore and A West
Children, Learning and Young People :	Colin Green (Director), S Redgrave and A Simpson,
City Services & Development:	M Yardley (Director), N Clews, C Knight, R Negro, M Vicker and R Young
Community Services:	B Walsh (Director)
Customer & Workforce Services:	H Abraham (Assistant Director), S Iananntuoni, H Peacocke and N Sutharia
Finance & Legal Services:	C West (Director), N Chamberlain, C Forde, B Hastie, P Helm, P Jennings and J Murphy

Public business

1. Apologies

Cabinet noted apologies from Councillors K Caan and D Howells.

2. Declarations of Interest

There were no declarations of Interest.

3. **Minutes of Cabinet 16 April** ([Cabinet Minutes 16 April 2013](#))

The Minutes were amended to record Councillor Lancaster's apologies, then agreed by the meeting and signed as a true record.

4. **Exclusion of the Press and Public**

Resolved to exclude the press and public under Section 100(A)(4) of the Local Government Act 1972 relating to the private reports on Item 18: Increasing Pupil Places Programme 2014 and on Item 19: Friargate Bridge on the grounds that they involve the likely disclosure of information defined in Paragraph 3 of Schedule 12A of the Act as they contain information relating to the financial or business affairs of any particular person (including the authority holding that information) and that in all of the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

5. **Transformation Programme Progress Report** ([Report](#))

The Cabinet considered a report from the Chief Executive on the progress of the Transformation Programme which was launched in June 2009, and its progress reported to Cabinet and Scrutiny Co-ordination Committee. The purpose of the report was to set out what has been achieved in 2012/13, and how the Programme contributed to the significant challenges facing the City Council.

RESOLVED that Cabinet

- (1) Notes the progress made in delivering specific reviews in the Transformation Programme and;**
- (2) Affirms its commitment to the continuation of the Programme and its contribution to the service improvement and cost reduction challenge.**

6. **2012-2013 Revenue and Capital Outturn** ([Report](#))

The meeting considered a report of the Director of Finance and Legal Services advising Cabinet of the final revenue and capital outturn position for 2012/13.

RESOLVED that Cabinet:

- (1) Approves the final revenue outturn position incorporating an underspend of £3.5m.**
- (2) Approves the proposed contributions of £2.5m from this underspend outlined in Section 2.3 subject to further Cabinet approval where specified.**
- (3) Approves the final capital outturn position, incorporating expenditure of £53.6m against a final budget of £63.2m, a variance of £9.6m made up of net rescheduling of £8.5m and a net under-spending of £1.1m as set out in section 2.5.**
- (4) Approves the resourcing of this capital expenditure in section 2.5.**
- (5) Approves the outturn Prudential Indicators position in section 2.6 and Appendix 7.**

7. **Coventry Jobs Strategy - Annual Progress Report 2012/13** [\(Progress Report\)](#)

The Director of City Services and Development summarised the progress made to deliver the Jobs Strategy in its second year from April 1st 2012 to March 31st 2013. The Cabinet heard that the news was very positive, with many performance measures exceeding the targets set for the year and congratulated those involved in delivering the Strategy.

RESOLVED that Cabinet:

- (1) **Considers and endorses the progress made by the Jobs Strategy for Coventry in its second year (April 2012 – March 2013).**
- (2) **Agrees to the revised targets for 2013/14 for the Jobs Strategy (paragraph 2.10).**
- (3) **Considers any comments or recommendations from the Business, Economy and Enterprise Scrutiny Board.**

8. **Secondary SEN Broad Spectrum Schools: Outcome of Consultation on the Revocation of Statutory Notices and Revised Proposals** [\(Report\)](#)

Further to Department of Education advice Cabinet approved consultation on both the revocation of the statutory notices determined in advance of BSF and the new proposed change to Alice Stevens. This reports, presented by The Director of Children, Learning and Young People, set out the outcome of that consultation and recommended publication of a new statutory notice for Alice Stevens.

RESOLVED that Cabinet

- (1) **Notes the proposal to establish a new secondary Broad Spectrum special school to be delivered as part of the Government's Priority Schools Building Programme to replace the current Alice Stevens special school;**
- (2) **Considers and take into account the responses to the recent consultation as set out in appendix 1 to this report when making its decision;**
- (3) **Authorises officers to publish the necessary Statutory Notice to:**
 - a) **Revoke the three previously determined statutory notices determined by Cabinet in March 2009 and;**
 - b) **Make a prescribed alteration to Alice Stevens Special School to enable its co-location as a Broad Spectrum special school co-located with Ernesford Grange Secondary School, and;**
- (4) **Delegates authority to the Director of Children, Learning and Young People and Director of Finance and Legal to finalise the details of the Statutory Notice.**

9. **Wyken Croft Primary School Credit Union Loan Application** [\(Report\)](#)

Cabinet considered a report from Director of Children Learning and Young People and the Director of Finance and Legal Services seeking approval for a Credit Union loan on behalf of Wyken Croft Primary School.

The school required a £400K loan, and planned to fund the repayment of the loan mainly through the income generated by the Phoenix Nursery and the Phoenix Club. The school provided a business plan to demonstrate the affordability of the loan.

The report pointed out that the Fair Funding Scheme of Delegation allowed for loans up to £100K and loans in excess of this required Cabinet approval.

RESOLVED that Cabinet approves a credit union loan of £400K for Wyken Croft Primary School to be repaid over a maximum of eight years.

10. **High Speed 2 and Coventry [\(Report\)](#)**

Cabinet considered the Report of the Director of City Services and Development which said that the Queen's speech had announced the Government's intention to introduce new legislation to enable the delivery of HS2 phase 1. This would be in the form of a Paving Bill (which has already had a first reading) and a Hybrid Bill, which was to be deposited by the end 2013.

The Hybrid Bill process was the most significant opportunity remaining for Coventry to engage with the process and secure measures which can support Coventry's future rail connectivity. To achieve this it would be necessary to prepare a clear evidenced case for use in the process. This report sought approval to prepare this and set out a proposed resolution for Council to consider which reframes the context for the Council's engagement with HS2 Ltd and Government regarding HS2 proposals. This recognised that there is a need to prepare for the likely eventuality that HS2 would happen, whilst seeking to get the best possible outcome from HS2 for the City.

RESOLVED that Cabinet:

(1) Recommends to Council that they adopt a new resolution on HS2 that:

'Coventry City Council notes the Queen's Speech and the Coalition Government's determination to proceed, with opposition support, to progress HS2 with a Hybrid Bill. The Council therefore resolves to ensure the best possible outcome from HS2 for the City'.

(2) Gives approval for officers, under the guidance of the Lead Member for Transport and the Cabinet Member for Business Enterprise & Employment to:

- a) Engage with HS2 Ltd, Network Rail and Department for Transport (DfT) to identify possible solutions to achieve the best possible outcome from HS2 for the City, both in terms of connectivity to HS2 and connectivity on the existing rail network.**
- b) To work with consultants to develop an evidenced case with which to respond to the deposit of the HS2 Hybrid Bill.**
- c) To report back to Cabinet on the outcome of recommendations (a) and (b).**

11. **Implementation of the Living Wage [\(Report\)](#)**

Cabinet considered the Report of the Director of Customer and Workforce Services and the Director of Finance and Legal Services which outlined plans for the implementation of the Living Wage.

Following the new Council Leadership's manifesto pledge, this report proposed the implementation of the Living Wage - currently £7.45 per hour - for all Council employees to take effect from 1 August 2013 and to be included in salaries in the August payroll.

The report recommended the introduction of the Living Wage for Coventry City Council and made recommendations for its practical implementation in order to deliver the Council's commitment to address low pay for council employees and tackle in-work poverty.

RESOLVED that Cabinet makes the following recommendations to Council:

- (1) That the Living Wage be implemented in Coventry City Council with effect from 1 August 2013.**
- (2) That once implemented, the level of Living Wage paid to Council employees be reviewed annually as part of the budget process, informed by information available from national pay negotiations.**
- (3) To Instruct the Director of Children Learning & Young People and the Director of Finance & Legal Services to consult the Schools Forum in relation to the funding of the Living Wage for Community Schools' staff.**
- (4) To Instruct the Director of Children Learning & young People to consult with Head Teachers and Governing Bodies around the implementation of the living wage in Community Schools.**

12. **Review of the Members' Allowances and Expenses Scheme [\(Report\)](#)
[\(Report of the Independent Remuneration Panel\)](#)**

Cabinet considered a report from Director of Customer and Workforce Services setting out the recommendations made by the Independent Remuneration Panel (IRP) on the Review of the Members' Allowances and Expenses Scheme with specific focus on the remuneration of the new Deputy Cabinet Member roles appointed at the Council's Annual Meeting on 16 May 2013.

It was noted that these posts had been created as part of the Programme for Action of the new Council leadership. The 3 appointees were to give assistance to Cabinet Members with demanding portfolios. The appointments would also give experience of Cabinet duties and development opportunities to non-executive Members.

The IRP recommended that the posts of Deputy Cabinet Member should receive a Special Responsibility Allowance of £5,140 per annum (50% of the Cabinet Member SRA) to be reviewed following experience of the role. However, the Labour Group took the view that it should be £3,500, and reviewed after 12 months.

Cabinet noted that the review of appointments carried out by the new leadership had removed the role of Deputy Chairs for Scrutiny Boards and reduced the number of Boards from 5 down to 6. The overall impact of these changes to appointments would result in savings in Allowances in excess of £11,000 per annum.

RESOLVED that Cabinet recommends that Council

- (1) Acknowledge the work of the IRP for undertaking the review.**
- (2) Consider each recommendation within the IRP's report.**
- (3) Note the recommendations of Cabinet:**
 - i. That the Deputy Cabinet Member position be subject to a Special Responsibility Allowance of £3,500 per annum with effect from 16 May 2013 and that the Members' Allowances and Expenses Scheme be amended accordingly.**
 - ii. That the Deputy Cabinet Member SRA be reviewed after 12 months, in the light of experience.**
 - iii. That the Special Responsibility Allowance for the Leader of the Opposition be reviewed at a future meeting of the Independent Remuneration Panel.**

13. Starting the Friargate Business District to Regenerate the City, Transform the Council and Deliver Savings ([Report](#))

Cabinet considered the report of the Director of City Services & Development which proposed the regeneration of the Friargate area next to Coventry Railway Station which had the potential to generate 13,400 permanent jobs over the next 10-15 years.

The Council proposed to be the first occupier at Friargate and give confidence to others to locate there. Investing in a new building at Friargate would allow the Council to transform the way it delivered services to the public and make savings as part of a package of changes which comprised in full:

- a) The construction of a new, Council-owned office building as the first building within the Friargate development;
- b) Investment in the creation of a new Customer Services Centre in Broadgate;
- c) Investment in the Council House as the Civic and Democratic Centre;
- d) Investment in a number of other suburban office buildings to support locality based service delivery;
- e) The introduction of agile and flexible working arrangements for Council staff to drive productivity and efficiency gains;
- f) The rationalisation of the Council's operational office buildings from 27 to 9;
- g) The construction of the Friargate Bridge (subject to a separate report on the agenda).

To maximise inward investment and job creation potential of Friargate it was essential that the railway station area was fully connected to the City Centre. To address the barrier created by the Ring Road it was proposed to remove the roundabout at Junction

6 and to build a bridge deck across the Ring Road (the 'Friargate Bridge'). This was the subject of a separate Cabinet/Council report at this meeting. The Friargate Bridge would be funded through the Regional Growth Fund allocation of £12.7m.

RESOLVED that Cabinet recommends to Council that it:

- (1) Commits to the wider Friargate development using the Project detailed in this report as a catalyst for jobs, growth and additional rates income.**
- (2) Approves the overall affordability strategy for the Project as set out in this report.**
- (3) Approves the rationalisation and changes to the Council's existing operational estate and its ongoing use, including the creation of a new Customer Services Centre within Broadgate House and the Civic and Democratic Centre in the Council House and the subsequent disposal of assets released.**
- (4) Authorises officers to procure the required contracts and make necessary arrangements to achieve the Council office at Friargate, the Customer Services Centre at Broadgate, the Civic and Democratic alterations to the Council House and to the four suburban hubs, associated ICT infrastructure, project management and decommissioning arrangements at the total estimated capital cost of £59m.**
- (5) Approves the addition of this scheme to the Council's capital programme for 2013/14 onwards and uses its prudential borrowing powers under the Local Government Act 2003 to finance the capital costs of the Project up to £59m.**
- (6) Authorises the Council's section 151 officer to complete a submission to the Coventry and Warwickshire Local Enterprise Partnership and subject to LEP Board approval, onwards to HM Treasury, requesting that the Project benefits from an estimated £31m of prudential borrowing at preferential rates available from HM Treasury.**
- (7) Approves that the capital receipts generated from the disposal of the resulting redundant operational estate be ring-fenced to finance the Project and request officers to prepare a disposal strategy for those assets.**
- (8) Approves £1.7m of the City Deal monies/reserves already budgeted for in the Council's medium term financial strategy are utilised to finance project management costs within the overall approval of project costs in 4 above.**
- (9) Approves project management and design costs of £1.4m that will be incurred at risk up until January/February 2014 when contracts are planned for signature.**
- (10) Uses the recently established Cabinet Advisory Panel (Regeneration and Infrastructure) to provide political guidance and support to the operational aspects of the wider programme, including agreeing the scope and general remit of the programme delivery team as per the proposed governance arrangements in Appendix 1.**

- (11) Authorises the Assistant Director – City Centre & Development to negotiate with an incoming second occupier to establish a national HQ, within the Friargate development based on the principles set out in this report and to receive a further Cabinet report at a later date with the details of the arrangement for consideration.**
- (12) Delegates authority to the Director of City Services and Development and the Director of Finance and Legal Services, in consultation with the Leader, Cabinet Member (Business Enterprise & Employment) and Cabinet Member (Strategic Finance and Resources), to award contracts to achieve the Project within the affordability parameters detailed in this report.**
- (13) Delegates authority for any other detailed legal and financial matters to the Director of City Services and Development and the Director of Finance and Legal Services, in consultation with the Leader, Cabinet Member (Business Enterprise & Employment), Cabinet Member (Strategic Finance and Resources) and Cabinet Advisory Panel.**

14. Friargate Bridge [\(Report\)](#)

The Director of City Services and Development presented this report which informed Cabinet that in order to maximise the inward investment and job creation potential of the project at 13 above, it was essential that the rail station area was fully connected to the city centre. To address the barrier created by the Ring Road it was proposed to remove the roundabout at Junction 6 and to build a bridge deck across the Ring Road (the 'Friargate Bridge') to create a new attractive public boulevard route to link into the city centre and to extend Greyfriars Green to the edge of the Friargate development.

The proposed boulevard route would run from the front of the station, over the new bridge deck and into the city's central shopping area. In addition, as well as promoting enhanced pedestrian linkages and better visual connections the removal of the roundabout would allow for additional land for development to be brought forward.

The completion of these works would require the developer to discharge the reserved matters on its outline planning consent and implement the pedestrian boulevard route from the front of the railway station to the ring road – another transformational element of the masterplan.

The Council has secured a Regional Growth Fund (RGF) bid on behalf of the Coventry and Warwickshire Local Enterprise Partnership (CWLEP). Within the bid £12.7million was available to the City Council for the rebuilding of Ring Road junction 6, making significant road improvements and opening up the Friargate site for greater development and opportunity. The rebuilding of junction 6 will also ensure the Friargate site was integrated into the current city centre and future City Centre South aspirations. The RGF funding agreement with government for the £12.7million stipulated the funding has to be spent by 30 June 2015 and the delivery of over 2,000 jobs by April 2022 through the office space being developed on the site.

To achieve this tight timescale it was proposed to enter into an Early Contractor Involvement arrangement with a contractor who will be co-located with the City Council's appointed design team to develop the scheme and a target contract price. This target price would be fixed by December 2013.

It would be necessary to incur development costs up to December 2013 when the target price would be known. These costs would be incurred without certainty that the project was affordable and that it would therefore proceed. The estimated spend up to this point (principally design fees and project management costs) was £0.7million. If the Council chooses not to proceed with the bridge, it would not be able to claim from RGF for the costs incurred to this date.

RESOLVED that Cabinet

- (1) Notes the funding award Regional Growth Fund 3 for £12.7million for the purpose of constructing Friargate Bridge.**
- (2) Approves that project management and design costs of £0.7million will be incurred at risk up until December 2013 when contracts would be signed.**
- (3) Approves variations to the collaboration agreement with Friargate LLP to facilitate the bridge and boulevard works to an agreed timescale.**
- (4) Supports Friargate in the discharge of the reserved matters under the planning application and the required stopping up orders for the said works.**
- (5) Recommends that Council:**
 - a) Approve the addition of this scheme to the Council's Capital Programme for 2013/14 onwards;**
 - b) Approve the delegation of authority to The Director of CSD in consultation with the Cabinet Member (Business Enterprise & Employment) to award the ECI works contract for the bridge deck.**

15. Increasing Pupil Places Programme 2014: Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools [\(Report\)](#)

Cabinet considered the Report of the Director of Children, Learning and Young People which sought approval to the proposals and capital funding for these five schools.

An Official Journal of the European Community (OJEU) tender process was carried out June – September 2012 to select a consultant design team and partnering contractor. Associated Architects (lead consultants) and Wates Construction (partnering contractor) developed the extension proposals in collaboration with key stakeholders. Planning applications were submitted for all five schools earlier this year. Construction works would be completed in time for the schools to increase their intake capacity from September 2014, although Broad Heath, Clifford Bridge and Frederick Bird have already taken on an increase in admission numbers from September 2012 using existing or temporary accommodation.

The estimated total costs based on the scheme design proposals were £15,267,000, to be funded by a mixture of existing & future Central Government allocations & other grants and direct school funding. The City Council's funding commitment to this programme was £14,217,000.

RESOLVED that Cabinet :

- (1) Approves total potential capital expenditure by the City Council for the extensions and modifications to Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools to be funded by DfE Basic Need and capital maintenance grant, direct school funding and Prudential Borrowing should future Central Government allocations be insufficient to fund the above expenditure.**
- (2) Notes the plans that are included in the appendices for the extensions and modifications to Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools.**

16. Authority for Attendance at Conference

RESOLVED that Cabinet approves the attendance of Councillor Gannon, a Conservative nominee, the Director of Legal and Finance Services and one additional officer from the Finance and Legal Services Directorate at the CIPFA Annual Conference to be held on 10 and 11 July 2013.

17. Outstanding Issues

The Cabinet considered a report of the Director of Customer and Workforce Services that contained the list of outstanding issues and summarised the current position in respect of each item.

RESOLVED that the Cabinet notes the dates for consideration of future reports.

18. There were no other items of Public Business.

PRIVATE BUSINESS

19. Increasing Pupil Places Programme 2014: Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools

Further to Minute 15 above, the Cabinet considered the estimated costs based on the design proposals.

RESOLVED that Cabinet :

- (1) Approves the total potential capital expenditure as recommended for the extensions and modifications to Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools to be funded by DfE Basic Need and capital maintenance grant, direct school funding and Prudential Borrowing should future Central Government allocations be insufficient to fund the above expenditure.**
- (2) Notes the plans that are included in the appendices for the extensions and modifications to Aldermoor Farm, Broad Heath, Clifford Bridge, Coundon & Frederick Bird Primary Schools.**

20. **Friargate Bridge**

Further to Minute 14 above, the Cabinet considered the estimated costs of the proposed works.

RESOLVED that Cabinet:

- (1) Notes the funding award Regional Growth Fund 3 for £12.7million for the purpose of constructing Friargate Bridge.**
- (2) Approves project management and design costs of £0.7million will be incurred at risk up until December 2013 when contracts are planned to be signed.**
- (3) Approve variations to the collaboration agreement with Friargate LLP to facilitate the bridge and boulevard works to an agreed timescale.**
- (4) Support Friargate in the discharge of the reserved matters under the planning application and the required stopping up orders for the said works.**
- (5) Recommends that Council:**
 - a) Approves the addition of this scheme to the Council's capital programme for 2013/14 onwards for the construction of the bridge deck as recommended;**
 - b) Approves the delegation of authority to The Director of CSD in consultation with the Cabinet Member (Business Enterprise & Employment) to award the ECI works contract for the bridge deck;**
 - c) Notes the recommendation regarding capital funding.**

21. There were no other items of private business which the Chair decided to take as a matter of urgency because of the special circumstances involved.

(The Meeting closed at 3.25 pm)

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Public report Cabinet Report

Name of Cabinet Member:

Cabinet Member (Education) - Councillor Kershaw

Director Approving Submission of the report:

Director of Children, Learning & Young People

Ward(s) affected: All**Title:**

Lease and Asset Transfer Agreements for Proposed Academy Status of St Bartholomew's C of E Primary School, Hill Farm Primary School, and Three Spires School

Is this a key decision?

No.

Although this matter may affect all wards, the impact of the proposals is not expected to be significant

Executive Summary:

The Governing Bodies of St Bartholomew's Church of England Primary School, Hill Farm Primary School, and Three Spires School have agreed to convert to academy status and make an application to the Secretary of State for an Academy Order under the Academies Act 2010 ("the 2010 Act"). St Bartholomew's, Hill Farm and Three Spires will be joining multi academy trusts operated by their proposed sponsors.

In response to this the Council is required under Schedule 1 of 2010 Act (as amended by Schedule 14 of the Education Act 2011 ("the 2011 Act")) to grant a 125-year term lease at a peppercorn rental for 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 a schedule is made. The Council is also required to agree an Asset Transfer Agreement for Hill Farm and Three Spires Schools which covers the transfer of furniture, equipment and other assets and also provides warranties covering transferring information and pre and post conversion issues. An Asset Transfer Agreement is not considered appropriate for the St Bartholomew's academy process due to the Voluntary Aided status of the existing school whereby the Governing Body are the employers of staff and already own the assets.

At the Scrutiny Coordination Committee meeting on 27 April 2011 the Cabinet Member (Education) agreed to receive formal reports for all schools seeking academy status covering the lease and other legal agreements between the City Council and the proposed academy. This report seeks to:

- 1.1 Report on the long lease and asset transfer agreements for Hill Farm Primary School (with sponsor Castle Phoenix Multi Academy Trust) and Three Spires School (with Royal National Institute for the Blind Academy Trust). Report on the long lease only for St Bartholomew's Church of England Primary school (with City of Coventry Diocese Multi Academy Trust).
- 1.2 Note the consultation undertaken by all three schools with local communities, including with ward councillors in relation to any claims for access and/or rights of way across the land to be included within the lease proposed for each site.
- 1.3 Seek approval for the recommendations set out below:

Recommendations:

Cabinet is requested to:

1. Approve the 125-year lease agreements at a peppercorn rental with the appropriate sponsor for each proposed academy at St Bartholomew's C of E Primary School, Hill Farm Primary School and Three Spires School.
2. Approve the asset transfer agreements for Hill Farm Primary School and Three Spires School with the sponsor for their proposed academy.
3. Delegate authority to the Directors of Children, Learning and Young People and Finance and Legal Services, in consultation with the Cabinet Member (Education) to agree any amendments to the Lease and Asset Transfer Agreements arising from further consideration by the academy sponsors.

List of Appendices included:

Appendix 1:	Lease Agreement for St Bartholomew's CofE Primary School
Appendix 2:	Lease Agreement for Hill Farm Primary School main site
Appendix 2(a):	Lease Agreement for Hill Farm Primary SSO property
Appendix 3:	Lease Agreement for Three Spires School site
Appendix 4:	Asset Transfer Agreement for Hill Farm Primary School Site
Appendix 5:	Asset Transfer Agreement for Three Spires School site

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: Lease and Asset Transfer Agreements for proposed academy status of St Bartholomew's C of E Primary School, Hill Farm Primary School, and Three Spires School

1. Context (or background)

- 1.1 St Bartholomew's C of E Primary School was judge to have serious weaknesses and Hill Farm Primary School and Three Spires School are in Special Measures. They are all therefore subject to powers of formal intervention under the 2011 Act. The Department for Education (DfE) has worked with the Governing Bodies of these schools to agree to become sponsored academies under umbrella Trusts operated by the sponsors. This is part of the Governments national policy to improve under-performing schools. In all cases the schools would no longer be maintained by the LA. The decision maker in establishing an academy is the DfE.
- 1.2 The academy sponsor is required to liaise with the land/buildings owner (usually the Council as local authority) to agree the terms of either the freehold transfer or the grant of a long lease for land 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 either by freehold transfer or the grant of a long lease (based upon a model form approved by the DfE).
- 1.3 The Authority and Sponsor are also required to agree a Commercial or Asset Transfer Agreement covering the transfer of furniture, equipment etc and also providing warranties across both parties in terms of information transfer etc. 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 Sponsor. Where there is any Council-owned assets on the site eg WAN equipment, then the service manager will agree separate rental/loan terms with the school and the Council will retain ownership.
- 1.4 At its meeting on 12th February 2013, the 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 all schools in this report have been approved by each School's Governing Body and are therefore not forced conversions.
- 1.5 At the Scrutiny Coordination Committee meeting held on 27th April 2011, the Cabinet Member (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.
- 1.6 Following the above meeting, the Cabinet Member (Education) also decided to require schools seeking conversion to undertake specific consultation with their local communities in relation to the lease. In particular, she 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.
- 1.7 The Authority is required to cooperate with the sponsor and schools proposing to convert. In addition to the formal lease and asset transfer agreements, the Authority 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).

- 1.8 For a school transferring to a sponsored academy, the Council is usually required to be a co-signatory to an Academy Action Plan (AAP) document for each school together with the sponsor and governing body. Such an AAP have been agreed with the respective sponsor for Hill Farm Primary School and St Bartholomew's CofE Primary School, however, as Three Spires School has been classified by DfE as a "fast tracked" conversion this document is not required at this school. The AAP's that have been agreed provide only usual warranties for information provided and do not commit the LA to meeting any proposed reorganisation costs etc proposed by the sponsor prior to or at conversion nor does it commit the LA to funding future building works.

2. Options considered and recommended proposal

- 2.1 Under Schedule 1 of 2010 Act (as amended by Schedule 14 2011 Act), the Authority is required to grant to the academy a 125 year lease at a peppercorn rental for land wholly or mainly used by the school in the preceding 8 years.
- 2.2 Failure to agree a lease for the playing fields may result in the Secretary of State using a discretionary power under Schedule 1 of the 2010 Act to step in and make a transfer scheme.
- 2.3 The authority is required by DfE to agree an Asset Transfer Agreement with the academy. Failure to do so may delay the conversion of the academy. 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.

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 1.6, 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 Sponsor has led for each school site a public consultation exercise regarding the proposals to be included within the lease and associated land via a published Public Notice in the Coventry Telegraph or Coventry Observer and notices in local establishments. This consultation period ended on:
- 25th February 2013 for St Bartholomew's
 - 22nd February 2013 for Hill Farm
 - 31st May 2013 for Three Spires School

The appropriate local Ward Councillors were also advised of the consultation exercise.

- 3.3 All three consultations on the proposed lease produced no responses from the local community. It should be noted that earlier preparation work by officers for the lease agreements had also identified no rights of way or boundary issues.
- 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 sign the required Lease and Asset Transfer Agreements in liaison with the sponsor's solicitors to enable the schools to convert. The sponsor's target conversion date for all three schools is 1st September 2013.
- 4.2 Future school academy conversions will be subject to a similar Cabinet or Cabinet Member Report to this one in seeking approval for lease, asset transfer and other necessary agreements. The timings of such reports will be dependent on planned school conversion dates and issues raised by consultation on such agreements.

5. Comments from Director of Finance and Legal Services

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 From 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 part year impact of the transfer of these schools from the 1st September 2013 is £89K, and the full year impact is £140K. Any part year reduction will be reported as part of the budgetary control forecast. The CLYP Statutory Functions Fundamental Service Review is reviewing services to reduce spending accordingly.
- 5.1.3 As St Bartholomew's, Hill Farm and Three Spires will open as sponsored academies following an application from the school's Governing Body, this means that at the point of conversion if the schools have a deficit financial balance this will remain with the LA. If a school has a surplus financial balance then this transfers to the academy trust.
- 5.1.4 The Local Authority will need to be involved in calculating the financial balance, and paying to the academy any surplus within 4 months. To mitigate against the risk of a school having a deficit balance at the point of conversion finance colleagues work closely with the schools to ensure appropriate financial monitoring of budget and expenditure continues, and to forecast as accurately as possible the balance at the point of conversion. During this process, should the Local Authority have concerns about the financial management being operated within the schools prior to conversion, then these can be formally raised with the Governing Body in line with sanctions set out in the Fair Funding Scheme of Delegation. Ultimately, the Local Authority can suspend a maintained school's right to a delegated budget, but we would only want to pursue this in extreme cases. All schools are currently forecast to have a surplus. 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 Company agree to repay any such sums to the other (as appropriate).
- 5.1.5 In regard to specific financial implications on the land/buildings lease the Authority will only retain reversionary freehold risk. The Academies will acquire leaseholder and occupier risk. We have had 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.

5.1.6 For sponsored academy conversions the Council usually has a responsibility to ensure that any health and safety issues in the predecessor schools are addressed ahead of transfer and also to complete any building works/projects including expansions. In the case of Hill Farm and Three Spires schools there are no such part-complete or planned buildings works. However at St Bartholomew's the school was part expanded for KS1 in 2011, with the KS2 expansion planned for 2013-14. Negotiations with the Diocese have been completed and agreement reached to use LCVAP funding for this project with a contribution from the LA capital budget in line with previous project cost sharing between the Council and Diocese. This represents a value-for-money solution in providing locally needed school places and completes a project that was agreed with the Diocese some years ago. At St Bartholomew's the land and buildings (with the exception of playing fields and the Site Officer house) are owned by the Diocese. The Council will therefore demise under the lease that part of the land including the Site Service Officer house to the new academy company.

5.1.7 At the Hill Farm School site a separate lease for the Site Officers house is proposed. This will enable, if declared surplus by the sponsor, the Site Officer house to be returned to the LA and re-used or sold for capital receipt. Unfortunately the site layout and location of similar houses at the other school sites would not permit such an approach.

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 academy is required to liaise with the land owner (in this case the Council as Local) to agree the terms of a land transfer for land they have 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 by way of 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 hereto currently forming the site of the school's existing land. Guidance on land transfer from the Department of Education 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 Officers within Finance and Legal Services will prepare and complete the long lease to the appropriate academy. The form of lease will be based upon the "model long term lease" produced by the Department for Education. For Hill Farm School it has been agreed with the Sponsor to have two leases rather than the usual single lease to allow a future return by the sponsor of the off-site Site Services Officer house. This will facilitate an easier and more efficient process for returning the house to the Authority should in the future this property be not required by the Sponsor as a Site Services Officer residential property and returned to the Authority.

5.2.5 Officers within Finance and Legal Services will also prepare and complete an Asset Transfer Agreement with the appropriate academy. 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 these schools. Such a Transfer Agreement is not considered necessary or appropriate for the St Bartholomew's CofE School academy transfer as the employees are

not employed by the Council and most assets are already owned by the School Governors.

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)?

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, in relation to the three schools proposing to transfer to academy status from September good relationships have been maintained and the sponsors have expressed a commitment to continue to work with the Council and other schools. This will require the sponsors 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 LA and the land and buildings transfer to the academy, so Health & Safety will no longer be the LA's responsibility. It will be the same for business continuity. If there were significant Health and Safety or Business Continuity issues in an academy this could result in numbers of children and young people not being in school. This is likely to have an impact on the LA. 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 these cases the transfer of staff will be between Coventry City Council and the appropriate academy company with the exception of St Bartholomew's CofE School where the current school Governing Body as employer will need to enter a TUPE arrangement with the Diocese Multi-Academy Trust. Staff and trade unions have been and will continue to be consulted on the transfer.

The lease of land and buildings to academies for 125 years will make them wholly responsible for repair, maintenance and upkeep of the land and premises.

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 effect 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 (Education)		10/06/2013	11/06/2013

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Lease Agreement for St Bartholomew's Church of England Primary School

Dated

2013

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

**(2) The Diocese of Coventry
Multi Academy Trust
(Tenant)**

Lease

Land and buildings at
St. Bartholomew's Church of England Primary School
Bredon Avenue in the City of Coventry CV3 2LP

Term: 125 years

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1344

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		2013
LR2.	Title number(s):	LR2.1	Landlord's title number(s): WK20342
		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:		The Diocese of Coventry Multi Academy Trust whose registered office is at 1 Hill Top, Coventry, West Midlands, CV1 5AB (Company Registration Number 08422015)
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 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:		Please see clause 10
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 2013
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:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate, or by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
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 2013

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Landlord")
- (2) **THE DIOCESE OF COVENTRY MULTI ACADEMY TRUST** (Company No 08422015) whose registered office is at 1 Hill Top, Coventry, West Midlands CV1 5AB ("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
"Funding Agreement"	(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) The Diocese of Coventry Multi Academy Trust (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 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
"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"	St Bartholomew's Church of England Primary School Bredon Avenue in the City of Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2013
"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
(a) 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

- 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:-
- (b) (a) given in writing and signed by a person duly authorised on behalf of the Landlord;
or
- (c) (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 other 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 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
- 3.3.4 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 revisionary 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 (a)

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 parts of the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed provided that any underletting of part or parts of the Property shall:-
- be granted for community purposes only
 - be granted for a term not exceeding 25 years
 - be excluded from the security of tenure provisions afforded under sections 24 to 28 (inc) of the Landlord and Tenant Act 1954 Part II
- 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 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 2013 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 2013 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 determine 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 Diocese of Coventry Multi Academy Trust an exempt charity.

11. **Arbitration**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at the St. Bartholomew's Church of England School situated in Bredon Avenue 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)

2. Support

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

3. Access to Neighbouring Land of the Landlord

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good (at its own costs and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

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 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. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.1 inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

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 in paragraphs 1-4 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 and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

5. From time to time during the Term the right (upon giving to the Tenant no less than two (2) months notice in writing) the right for the Landlord 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 provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

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 Tenant will co-operate with the Landlord and use every effort to assist the Landlord's use of the Property notwithstanding any hiring arrangements that are in place for use of the Property at that time provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

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 **THE DIOCESE OF COVENTRY MULTI ACADEMY TRUST** in the presence of:-

Director

Director/Secretary

St Bartholomew's Primary-13-js

Lease Agreement for Hill Farm Primary School Main Site

Dated

2013

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

(2)[(Tenant)]

First draft/April '13

Lease

Land and buildings at
Hill Farm Primary School
Foster Road Radford
in the City of Coventry
CV6 3BL

Term: 125 years

Excluded from Landlord and Tenant Act 1954 Part II

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1392

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CLAUSE

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:	2013
LR2.	Title number(s):	LR2.1 Landlord's title number(s): []
		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:	[] whose registered office is at [] (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 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:	Please see clause 10
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 2013
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:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
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.

•

2013

(1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry
CV1 5RR ("the Landlord")

(2) [] ("the Tenant") (Company No []) whose registered office is at []

PART A: PRELIMINARY

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

"Funding Agreement"

- (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 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"	Hill Farm Primary School Foster Road Radford in the City of Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2013
"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

(d)

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
- 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:-
- (e) (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (f) (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

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 revisionary 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 (a)

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
- 3.12.7 Not to underlet the whole of the Property
- 3.12.8 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

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

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

- 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

- 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 2013 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 2013 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 determine 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 Coundon Court an exempt charity and the requirements on dispositions prescribed by sections 37 and 39 of the Charities Act 1993 will need to be complied with

11. **ARBITRATION**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at the Hill Farm Primary School situated in Foster Road Radford 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

3. ACCESS TO NEIGHBOURING LAND OF THE LANDLORD

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good (at its own costs and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

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. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.3 inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.4 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

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 in paragraphs 1-4 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 and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

5. From time to time during the Term the right (upon giving to the Tenant no less than two (2) months notice in writing) the right for the Landlord 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 provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

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 Tenant will co-operate with the Landlord and use every effort to assist the Landlord's use of the Property notwithstanding any hiring arrangements that are in place for use of the Property at that time provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

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

Director/Secretary

Academy-13-js

Lease Agreement for Hill Farm Primary School Site Services Officer Property

Dated

2013

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

**(2) []
(Tenant)**

First draft / April '13

Lease

Site Service Officer's
Residential Accommodation
forming part of
Hill Farm Primary School
Foster Road, Radford
in the City of Coventry
and known as "Hill Farm House"

Term: 125 years
(Subject to Option to Determine)

Rent: Peppercorn (if demanded)
Excluded from Landlord and Tenant Act 1954 Part II

Ref: L/JS/7002-1392

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:	2013
LR2.	Title number(s):	LR2.1 Landlord's title number(s):
		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:	[whose registered office is situate at [] (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 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:	Please see clause 10
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 [] 2013
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:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
LR14.	Declaration of trust where there is more than one person comprising the Tenant:		Not Applicable

BETWEEN:

- 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

"Funding Agreement"

- (a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) The Diocese of Coventry Multi Academy Trust
- (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 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
"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"	Hill Farm Primary School Foster Road Radford in the City of Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2013
"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

(g)

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

- 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:-
- (h) (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (i) (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 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 and the Landlord's Option to Determine set out in Schedule 4) 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 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
- 3.3.4 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 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 2013 made between the parties hereto in respect of the land and buildings forming the School
- 3.12.9 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
- 3.12.7 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.

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 6th day of March 2013 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 2012 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 determine 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 Diocese of Coventry Multi Academy Trust an exempt charity

11. **Arbitration**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institution of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in its sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at and known as the Site Service Officer's residential accommodation within the land and premises forming the Hill Farm Primary School Radford Road and known as "Hill Farm House" 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)

2. **Support**

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

3. **Access to Neighbouring Land of the Landlord**

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the

purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good (at its own cost and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

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 but not Substation Site 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. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.5 inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.6 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

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 in paragraphs 1-4 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 and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

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 purpose 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

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 [] acting by two directors or a director and its company secretary:-

Director

Director/Secretary

HillFarmHouse-13-js

Lease Agreement for Three Spires School

Dated

2013

- (1) The Council of the
City of Coventry
(Landlord)**
- (2) RNIB Specialist
Learning Trust
(Tenant)**

Clean Copy/Lease June '13

Lease

Land and buildings at
Three Spires Primary School
Kingsbury Avenue
in the City of Coventry

Term: 125 years

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1443

KingsburyAvenue-13-js

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CLAUSE

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:	2013
LR2.	Title number(s):	LR2.1 Landlord's title number(s): []
		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:	RNIB Specialist Learning Trust whose registered office is at 105 Judd Street London WC1H 9NE (Company Registered Number 8478985)
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 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:	Please see clause 10
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 2013
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:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
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

2013

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Landlord")
- (2) **RNIB SPECIALIST LEARNING TRUST** (Company No 8478985) whose registered office is at 105 Judd Street London WC1H 9NE ("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
"Funding Agreement"	(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant (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 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

"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"	Three Spires Primary School Kingsbury Avenue in the City of Coventry
"Substation Site"	means all that electricity sub-station site shown coloured green on the Plan
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2013
"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
- 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:-
- (j) (a) Given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (k) (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 other rights (if any) affecting the Property which are still subsisting and capable of taking effect

2.2.4 Subject to any rights reserved or granted or necessary in respect of the Substation Site

3. TENANTS 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 as soon as reasonably practicable 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 reasonable written 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 revisionary interest in the Property
- (d) Such erection alteration addition or variation will adversely affect the ancient monument within the Property (ridge and furrow farmland) and greenbelt classification

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

3.5.8 Not to carry out any erection alteration addition which shall or may adversely effect the ancient monument within the Property (ridge and furrow farmland) and greenbelt classification

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 (a)

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
- 3.12.10 Not to underlet the whole of the Property
- 3.12.11 Not to underlet any part or parts of the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed provided that any underletting of part or parts of the Property shall :-
 - Be granted for community purposes only

- Be granted for a term not exceeding 25 years
 - Be excluded from the security of tenure provisions afforded under sections 24 to 28 (inc) Landlord and Tenant Act 1954 Part II
- 3.12.7 Not to charge the whole or any part or parts of the Property without the Landlord's prior written consent (such consent not be unreasonably withheld or delayed)
- 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 as soon as reasonably practicable 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

- 4.4 Until such time as the land is adopted highway and maintained at public expense the Landlord shall keep and maintain all that access way shown coloured brown on the Plan in a reasonable state and condition fit for access purposes to and from the demised premises

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 2013 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 2013 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 determine 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 RNIB Specialist Learning Trust an exempt charity and the requirements on dispositions prescribed by sections 37 and 39 of the Charities Act 1993 will need to be complied with

11. **ARBITRATION**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at the Three Spires Primary School Rookery 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)

BUT EXCLUDING:-

- (c) The Substation Site

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)

2. SUPPORT

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

3. ACCESS TO NEIGHBOURING LAND OF THE LANDLORD

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 Causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 Making good (at its own costs and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

4. RIGHT OF ACCESS

The right to use the access way (with or without vehicles) shown coloured brown on the Plan for all proper purposes in connection with the use and enjoyment of the Property

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 (but not the Substation Site or the access way shown coloured brown on the Plan) 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. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.7 Inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.8 The exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

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 in paragraphs 1-4 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 and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

5. From time to time during the Term the right (upon giving to the Tenant no less than two (2) months notice in writing) the right for the Landlord 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 provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

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 Tenant will co-operate with the Landlord and use every

effort to assist the Landlord's use of the Property notwithstanding any hiring arrangements that are in place for use of the Property at that time provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

7. The right at all times during the Term for the Council (in common with its tenants licensees agents contractors and occupiers) to use the access shown coloured blue for all proper purposes in connection with the use enjoyment repair and maintenance of the Substation Site together with the right to lay and maintain electricity cables to and from the Substation Site

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 **RNIB SPECIALIST LEARNING TRUST** in the presence of:-

Director

Director/Secretary

KingsburyAvenue-13-js

Appendix 4

Asset Transfer Agreement for Hill Farm Primary School

DATED _____ **2013**

THE COUNCIL OF THE CITY OF COVENTRY (1)

and

THE GOVERNING BODY OF HILL FARM PRIMARY SCHOOL (2)

and

CASTLE PHOENIX TRUST (3)

TRANSFER AGREEMENT

CASTLE PHOENIX TRUST

brownejacobson

Browne Jacobson LLP
Castle Meadow Road
Nottingham
NG2 1BJ
Telephone: (0115) 976 6000
Fax: (0115) 947 5246
DX: 718130 Nottingham 27
Email : info@brownejacobson.com

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of The Council House, Earl Street, Coventry CV1 5RR (the "**Council**");
- (2) **THE GOVERNING BODY OF HILL FARM PRIMARY SCHOOL** of Foster Road, Radford, Coventry CV6 3BL (the "**Governing Body**");
- (3) **CASTLE PHOENIX TRUST** a company limited by guarantee registered in England and Wales (company number 08331385) whose registered office is at Axholme Road, Coventry, West Midlands CV2 5BD (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 Hill Farm 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 Schedule 3, 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 2 (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[,

"Data Protection

means the Data Protection Act 1998 ("DPA"), and

Legislation"	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;

“

"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 Hill Farm Primary School (a maintained school);

“School Fund”	<i>[Details of charity fund and private fund to be included]</i>
“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, or assignment in favour of the Company of any of the Assets
“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 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.

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

2. 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.

3. PROVISION OF STAFFING INFORMATION AND WARRANTIES

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

3.2 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.

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

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

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;

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;

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;

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

3.3.1 that by the Transfer Date all Transferring Employees will have been checked against List 99 or the Children's Barred List (as appropriate) and checked through the Criminal Records Bureau and all other checks required by law.

3.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:

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;

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:

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);

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);

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.

4. APPORTIONMENTS

4.1 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.

4.2 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.

5. INFORMATION AND CONSULTATION

5.1 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.

5.2 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.

6. INDEMNITIES

- 6.1 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:

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);

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;

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

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.

- 6.2 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:

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

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.

- 6.3 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:

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;

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

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.

7. PENSIONS

- 7.1 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).
- 7.2 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).
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 The Company shall:-

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;

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

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.

8. THE ASSETS AND THE CONTRACTS

8.1 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.

8.2 The Excluded Assets shall be excluded from the transfer under this Agreement.

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.

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.

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.

8.3 The Council and/or Governing Body (as applicable) with effect from the Transfer Date assigns to the Company all the Contracts:-

8.3.1 which are capable of assignment without the consent of other parties to those contracts; or

8.3.2 where consent is required to assignment and such consent has been received.

8.4 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:

8.4.1 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;

8.4.2 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

8.4.3 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.

(d)

- 8.5 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 8.6 All receipts relating to the Assets and the Contracts and all Losses and outgoings 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.
- 8.7 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.
- 8.8 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).
- 8.9 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).

8.10 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.

8.11 In any case where the Contracts entered into by the Council 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:

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

8.11.2 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;

8.11.3 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

8.11.4 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.

9. CONDUCT OF CLAIMS

9.1 In respect of the indemnities given in this Agreement:

9.1.1 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;

9.1.2 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

9.1.3 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.

10. 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.

11. 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.

12. 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.

13. GENERAL

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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).

- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 Any notice shall be deemed to have been duly received:
- 13.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
- 13.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
- 13.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 13.11 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.
- 13.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 13.13 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.

13.14 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.

14. GOVERNING LAW AND JURISDICTION

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

14.2 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 HILL FARM PRIMARY SCHOOL

in the presence of:

Signature of witness:

Witness' name:

Witness' address:

EXECUTED AS A DEED by
CASTLE PHOENIX TRUST
acting by **[NAME OF DIRECTOR]**,
a director, in the presence of:

Director

Signature of witness:

Witness' name:

Witness' address:

SCHEDULE 1

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 CONTRACTS

[List of transferring contracts to be added]

SCHEDULE 3

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

6.

THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

1. The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
2. 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 3.

5[THE EXCLUDED CONTRACTS]

[details of excluded contracts, if any]

The Council does not believe there are any Excluded Contracts in which case this should be marked
Not Used

Asset Transfer Agreement for Three Spires School

DATED **2013**

(1) COVENTRY CITY COUNCIL

(2) THE GOVERNING BODY OF THREE SPIRES SCHOOL

(3) RNIB SPECIALIST LEARNING TRUST

TRANSFER AGREEMENT
Re: Three Spires School

BETWEEN:

- (1) **COVENTRY CITY COUNCIL** of The Council House Earl Street, Coventry, CV1 5RR (the "**Council**");
- (2) **THE GOVERNING BODY OF THREE SPIRES SCHOOL** of Kingsbury Road, Coundon, Coventry, CV6 1PJ (the "**Governing Body**");
- (3) **RNIB SPECIALIST LEARNING TRUST**, a company limited by guarantee registered in England and Wales (company number 8478985) whose registered office is at 105 Judd Street, London, WC1H 9NE (the "**Company**").

WHEREAS

- (A) The School will close and 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.

2. DEFINITIONS AND INTERPRETATION

- 2.1 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 Three Spires 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 those listed in Schedule 3, 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 the contracts 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 those contracts listed in Part 1 of Schedule 2, but 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 set out in Schedule 8;
"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 6 which are excluded from the transfer effected by this Agreement;
"Excluded Contracts"	means the contracts excluded from the transfer as listed in Part 2 of Schedule 2, including all Global Contracts;
"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;
"Global Contract"	means a contract entered into by the Council and a third party in force at the Transfer Date, which benefits the School amongst other parties but which does not relate exclusively to the School and are in force at the Transfer Date;
"Loss"	means all costs, claims, liabilities and expenses (including reasonable legal expenses);
"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 and/or the Governing Body, 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 all records and information held by the Council and all records and information held by 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 Three Spires School;
"School Employees"	means any employees of the Council or of the Governing Body 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;
"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; and
"Transferring Employees"	means any School Employees who are listed in the Employee Schedule, and (if applicable) any other persons who are assigned to the School or to services provided in connection with the School whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations.

- 2.2 In this Agreement (except where the context otherwise requires):
- 2.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
 - 2.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
 - 2.2.3 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
 - 2.2.4 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.
- 2.3 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.
- 2.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 2.5 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.
- 2.6 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.

CONDITION PRECEDENT

- 2.1 This Agreement is conditional upon the Funding Agreement being signed by the Company and the Secretary of State on or before 1 September 2013. In the event that the Funding Agreement is not signed by such date, this Agreement shall cease to have effect on 1 September 2013.

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 on or before 1 September 2013 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 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:

- 4.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate as at the date of this Agreement and the Council shall notify the Company of any changes to the Employee Schedule and/or the Staffing Information occurring after that date up to and including the Transfer 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; and
- 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;
- 4.3.6 that by the Transfer Date all Transferring Employees will have been checked against List 99 and checked through the Criminal Records Bureau; and

Subject to it being legally able to do so, the Council would be prepared to assign to the Company warranties in respect of any remedial works arising from the health and safety issues that were identified in the Condition Survey dated February 2012.

- 4.3.7 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.3.8 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;
- 4.3.9 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 and including the Transfer Date, and will indemnify 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 after 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 Employee 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 that party 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, as the case may be, 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 Academy 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 Academy 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 other sum due to the LGPS and the TPS in respect of the Eligible Employees.
- 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;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of any onward transfer of any person engaged or employed by the Company; 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.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer (or to the extent that it is not the owner thereof shall procure the transfer of) the legal and beneficial interest in the Assets, free of charge and free from any Encumbrance, to the Company, save for any Encumbrance which has been fully and accurately disclosed to the Company prior to the Transfer Date.
- 9.2 The Council and/or Governing Body (as applicable) undertakes with effect from the Transfer Date to assign to the Company or to procure the assignment to the Company all the Contracts which are capable of assignment without the consent of other parties to those contracts.
- 9.3 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:
- 9.3.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract if the assignment or attempted assignment would constitute a breach of the Contract;
- 9.3.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and
- 9.3.3 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 its 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.
- 9.4 No later than [1 [] 2013], the Company shall notify the Council of the Global Contracts it wishes the Academy to benefit from after the Transfer Date. In relation to each such Global Contract, the Council shall use its reasonable endeavours to procure that the services provided under that Global Contract shall be provided to the Academy after the Transfer Date on the same basis as those services were provided to the School prior to the Transfer Date, subject to the Company agreeing to contribute in respect of those services from the Transfer Date onwards on the same basis as the Governing Body contributed in respect of those services up to the Transfer Date.
- 9.5 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).

- 9.6 All receipts relating to the Assets and the Contracts and all Losses and outgoings 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 and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities.
- 9.7 All receipts relating to the Assets and the Contracts and all Losses and outgoings 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.
- 9.8 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).
- 9.9 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).
- 9.10 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.

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
- 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 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 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.

14.8 Any notice shall be deemed to have been duly received:

14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or

14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or

- 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 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.
- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 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.

SIGNED by _____)

Duly authorised on behalf of the)

COVENTRY CITY COUNCIL

SIGNED by _____)

Duly authorised on behalf of the)

**THE GOVERNING BODY OF THREE
SPIRES SCHOOL**

SIGNED by _____)

Duly authorised on behalf of

RNIB SPECIALIST LEARNING TRUST

SCHEDULE 4

STAFFING INFORMATION

12. Individual terms and conditions

- 12.1 Copies of all current employment contracts, and all other terms and conditions of employment.
- 12.2 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.
- 12.3 Details of any recent changes of terms and conditions in relation to any employee.
- 12.4 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.

12.5 Copies of any job descriptions.

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

13. Collective bargaining

13.1 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.

13.2 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.

13.3 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".

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

14. Disputes

14.1 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.

14.2 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.

14.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspector and the Inland Revenue concerning employees.

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

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

15. Dismissals

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

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

16. Working Time Regulations 1998

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

17. **Health and Safety**

17.1 Details of any health and safety committees/representatives.

17.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.

18. **Trainees/Consultants**

18.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.

18.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.

19. **Absent employees**

19.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.

19.2 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.

20. **Job Evaluation Scheme**

20.1 A copy of any job evaluation scheme.

21. **Contractor Employees**

21.1 Details of any individuals employed by contractors working in the school.

22. **Pension**

22.1 A list of all pension schemes (both occupational and personal) applicable to the employees.

22.2 Details of any current or pending applications for early retirement.

SCHEDULE 5

THE CONTRACTS

PART 1

THE TRANSFERRING CONTRACTS

[To follow]

PART 2

THE EXCLUDED CONTRACTS

[To follow]

SCHEDULE 6

THE ASSETS

16. All equipment, furniture, fixtures and fittings on the site of the School ("**the loose plant and equipment**"), subject to all contractual obligations in respect of any part of the loose plant and equipment which is the subject of any leasing, hire or hire purchase agreements except, for the avoidance of doubt, the Excluded Assets.
17. 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.
18. 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.
19. Any balance remaining from the School's budget following completion of due accounting procedures.

SCHEDULE 7
THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

- 20. The freehold titles to the site of the School.
- 21. Cash in hand or at bank.
- 22. The benefit of any grants made to the School in respect of periods before the Transfer Date.
- 23. WAN Equipment

SCHEDULE 8
THE EMPLOYEE SCHEDULE

[To follow]

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Cabinet

9th July 2013

Name of Cabinet Member:

Cabinet Member (Education) – Councillor Kershaw

Director Approving Submission of the report:

Director of Children, Learning and Young People

Ward(s) affected: All

Title:

Priority Schools Building Programme: Progress Report

Is this a key decision?

Yes

The rebuild of seven schools funded from the Priority Schools Building Programme is a key decision because it will have a marked effect on communities living or working in an area of two wards or more.

Executive Summary:

On 24 May 2012 the DfE announced the outcome of applications submitted under the Government's Priority School Building Programme (PSBP) for schools in the worst condition. Coventry secured funding for all seven schemes submitted:

Primary	Secondary	Special
Richard Lee	President Kennedy	Alice Stevens
Wyken Croft	Ernesford Grange	
St. Thomas More Catholic		
Whitmore Park		

With the exception of President Kennedy, all schemes are to be funded through capital grant. President Kennedy will be delivered through private finance. The Coventry Programme will be delivered as a single batch and procured centrally by the Education Funding Agency (EFA) using the national Contractors' Framework. It is expected that the first school, Whitmore Park, will be delivered by April 2014. This report sets out progress in relation to the seven Coventry schools which are included within the Programme.

Recommendations:

Cabinet is requested to approve the following recommendations:

1. Note the progress made in respect of the delivery of the Coventry batch of schemes;
2. Authorise officers to continue supporting schools and the Education Funding Agency (EFA) in procuring and delivering the six capital grant funded PSBP schemes;
3. Approve capital expenditure within the CLYP Capital Programme of:
 - £510k in respect of the replacement of Richard Lee Children's Centre as part of the new school build; and
 - £30k in respect of the refurbishment of a former SSO property at Ernesford Grange to facilitate the relocation of a nursery and SEN base.
4. Agree to receive further monitoring reports on the final stage of the procurement process and delivery of the remainder of the PSBP programme for Coventry.

List of Appendices included:

None

Other useful background papers:

Education Capital: Priority Schools Building Programme: Cabinet Member (Education)
4th October 2011

Education Capital: Priority Schools Building Programme: Cabinet Member (Education)
14th August 2012

Education Capital: Priority Schools Building Programme: Cabinet 5th March 2013

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: Education Capital - Priority Schools Building Programme

1. Context (or background)

1.1 The Secretary of State announced on 19 July 2011, the launch of the Priority School Building Programme (PSBP) for schools, originally a privately financed (PFI) national programme, with a value of capital investment estimated at £2billion. The programme is to replace those schools in the worst condition.

1.2 In May 2012, the City Council was successful in securing capital grant funding for the following six schemes:

- Alice Stevens
- Ernesford Grange Secondary
- Richard Lee
- St. Thomas More Catholic
- Whitmore Park
- Wyken Croft

President Kennedy is to be replaced through a new form of Private Finance Initiative known as PF2.

1.3 The Programme is being procured and delivered by the Education Funding Agency (EFA) on behalf of the Department for Education (DfE). The six capital grant funded schemes are being delivered as a single Midlands batch with a combined value of £36million. President Kennedy is due to be delivered through a separate PF2 Midlands batch.

1.4 At your meeting on 14th August, 2012 you agreed to receive further monitoring reports on the procurement and delivery of the Coventry PSBP Programme. A first monitoring report was brought to Cabinet on 5th March 2013; this report details progress with the individual schemes to June 2013.

2. Options considered and recommended proposal

2.1 PSBP Programme General Update

2.1.1 Officers continue to work alongside the six capital grant funded Coventry schools and the EFA to deliver the Midlands Batch 1 of the Priority Schools Building Programme. The PSBP Programme Board continues to monitor progress on the programme, help organise and implement any necessary action or subsequent Council projects that that may be required to dovetail into the opening of the new schools and maintain a Programme Risk Register to record, action and mitigate any financial and non-financial risks that the PSBP programme may expose the City Council to.

2.2 School Specific Issues / Risks

Highlighted below are any current school, specific issues or risks that officers are currently working with the EFA to resolve, so that no project is delayed or put at risk of cancellation by the EFA and that any risk to the City Council or Schools are mitigated.

2.3 Ernesford Grange/ Alice Stevens Special School

2.3.1 Ernesford Grange will be rebuilt with capital grant on its existing site as a 6 forms of entry school (900 11-16 places plus 125 post 16 places). The approval to rebuild Alice Stevens also through capital grant, will assist in the delivery of the City Council's SEN Broad Spectrum co-location strategy approved by Cabinet in 2005. The school will be co-located with Ernesford Grange as a new SEN Broad Spectrum School catering for 150 pupil places (120 11-16 places plus 30 post 16 places).

2.3.2 The establishment of this new co-located SEN Broad Spectrum School requires the revocation of the statutory notice determined by Cabinet in March 2009 to make prescribed alterations to Alice Stevens and to co-locate with President Kennedy Secondary School. This scheme was due to be delivered as part of the Building Schools for the Future programme which was cancelled in 2010. At your meeting on 5th March 2013 you agreed to consult on the legal requirement to revoke the notices for Alice Stevens, Baginton Fields and Sherbourne Fields and to publish a new notice for Alice Stevens. The outcome of this consultation was reported to Cabinet on 18th June. Cabinet will be asked to determine the notice in September 2013, following a 6 week statutory consultation period.

The existing nursery provision located on the Ernesford Grange site needs to be relocated prior to construction work commencing. It has been agreed that the nursery will transfer to a former SSO bungalow on the school site which is currently used as an SEN base. This property is situated on the school boundary, adjacent to Sowe Valley Primary School. It has been agreed by both schools that the management responsibility for the nursery will revert to Sowe Valley. The SEN base will be relocated into a second vacant SSO property on the school site. The total cost of these relocations is estimated at £60k, of which £30k will be specific grant funded and £30k from the 2013/14 CLYP Capital Programme.

2.4 Richard Lee Primary School

2.4.1 Richard Lee School will be rebuilt with capital grant on its existing site as a 3 form of entry school (630 places) plus 26 fte place nursery class. Due to the nature of the sloping school site, the increase in pupil numbers requested by the City Council in its PSBP application and the need to avoid a complex phased construction programme, there are considerable affordability issues associated with this scheme.

2.4.2 Following representations made by the City Council, in March 2013 the EFA confirmed an additional £1.1 million was to be made available to the scheme to secure a 3 form of entry replacement. This also means that the school will also be allocated additional funding for loose items of furniture and equipment and ICT. Delays have meant that this project is now running behind the other schemes in the batch, but the EFA are confident of completion by the end of the 2014/15 financial year.

2.4.3 Following a detailed options appraisal undertaken by Wates which involved twelve possible locations on the site for the new school building, only one location was found to be suitable and affordable. The agreed scheme will therefore require demolition/ removal of the existing Children's Centre which will need to be re-provided on site. There are a number of options available, the cost of which the City Council would be liable to meet:

- (i) To move the existing modular building (c. 300m²) into another location on the site. The nature of the construction type means that the building would have to be partly disassembled and then reassembled onto a new base, with associated utilities, drainage, external play areas etc. The cost is estimated to be in the order of £150k. It will also mean that while the building was being moved and reinstalled, the service

would need to continue from a temporary home, the costs of which would also need to be factored in. The total cost could therefore be in the order of £200k.

- (ii) To provide a new independent building elsewhere on the site which if built to the current specification could cost in the region of £450k. There will be again a need to provide alternative accommodation for the period beginning with the demolition of the existing centre to when the new build is completed. The total cost is estimated at £675k. There may be some resale value in the existing building which could help offset some of the cost.
- (iii) To integrate the Children's Centre accommodation within the new build. This would generate efficiencies in the amount of accommodation required (potentially reducing by 50%) through shared use of some accommodation and careful adjacency planning. The estimated cost would be in the order of £400k. There will be again a need to provide alternative accommodation for the period between the demolition of the existing centre and when the new build is commissioned. The total cost is therefore estimated at £510k. There may be some resale value in the existing building. Any capital receipt from the disposal of this building would be held corporately, to assist in the property savings target set out in the Strategic Property Review.

2.4.4 There is a strong consensus that the integration model would be the preferred way forward. It would also support the Government's vision for the services that should be on offer for parents, children and families in the foundation years as set out in the recent publication *Supporting Families in the Foundation Years*. The document summarises the Government's vision for the foundation years and explains why it is important to focus on child development and how parents and families should be placed at the heart of services. It also sets out the importance of intervening early and the role of different services, working together to ensure that children, their mothers and fathers and other key areas receive early help where needed.

2.4.5 There are however a number of risks associated with this approach:

- (i) It commits the Council to capital expenditure that requires ongoing service revenue spend at a time when there is no long term funding certainty;
- (ii) There will be ongoing revenue spend on property and maintenance cost albeit the gross area of the new facility will be smaller than existing as a result of sharing of facilities with the school;
- (iii) The asset will not be realisable if the revenue service costs stop or are delivered differently as it will be fully integrated into the new building;
- (iv) In the event that Richard Lee converts to academy status, the Council will be required to enter a lease agreement with the academy trust for the accommodation occupied by the Children's Centre.

2.4.6 The City Council will have to fund the full costs associated with option iii) above, to be met from within the £1.1 million set aside in the 2013/14 and 2014/15 CLYP Capital Programme as a contingency fund for the Richard Lee scheme in the event that EFA did not fund the projected shortfall for a 3FE replacement school and £0.5m is recommended in this report as an allocation from the capital programme. It is anticipated that given the level of reinvestment back into the Centre, DfE claw back could be avoided.

2.5 Wyken Croft Primary School

2.5.1 Wyken Croft School will be rebuilt with capital grant on its existing site but at a new proposed size of 4 forms of entry (840 places) plus 39 fte place nursery class. Statutory Notices under Section 19(1) of the 2006 Education and Inspection Act were published in January 2013

and determined by Cabinet on 5th March 2013. The scheme will include additional provision for the Phoenix playgroup for which the school have now secured a credit union loan of £450k, approved by Cabinet on 18th June. The school will benefit from additional investment in loose items of furniture and equipment and ICT for the expansion element of the scheme. The scheme will involve the demolition of the existing SSO property – agreement has been reached with the incumbent SSO to vacate the property before construction commences on site in mid-August 2013.

2.5.2 A pre planning consultation event was held at the school on 10th April 2013, which was attended by local residents. There remain a number of concerns raised by local residents regarding the impact of additional pupils on an already severely traffic congested Wyken Croft road. These issues were previously raised with Cabinet Advisory Panel and reported to Cabinet on 5th March 2013 when you approved the following three recommendations:

1. Council officers be tasked with seeking to determine whether the EFA would be prepared to establish a forum to enable local residents to participate in the proposals in respect of Wyken Croft , specifically to enable them the opportunity to contribute to possible solutions to traffic difficulties within the area of Wyken Croft.
2. Council officer's be tasked with exploring appropriate communication channels to ensure that local residents (specifically those in Wyken Avenue and Wyken Croft) who are most likely to be effected by the planned rebuild, are kept informed of the progress of the redevelopment plans should the proposals be approved by Cabinet.
3. Those responsible for managing and determining the planning process should be encouraged to be sensitive to the particular challenges that will be faced in terms of traffic flow, parking for both staff and parents, and inconvenience to residential neighbours given the proposed substantial increase in pupil numbers from 3 to 4 forms of entry, which to date is unprecedented in Coventry.

2.5.3 Officers have since held further meetings with the EFA, School, Highways and the three Wyken ward councillors to identify ways in which the impact of increased traffic could be mitigated including a supplementary pedestrian access, further parking restrictions within Wyken Croft itself and the creation of 'walking buses' from different locations within the school catchment area. Work is ongoing but it should be noted that conditions could be imposed by planning regarding highways improvements. These would fall outside of the red line boundary for the site and therefore would potentially fall to the City Council to fund.

2.6 Whitmore Park Primary School

2.6.1 Whitmore Park will be rebuilt with capital grant on its existing site as a 3 form of entry school (630 places) plus 39fte place nursery class. The school is the sample scheme for the Coventry batch. Work commenced on site on 28th May 2013 and the building is scheduled to be completed in mid April 2014. The school will decant into its new accommodation over the 2014 Easter break. The demolition of the existing buildings and external landscaping will be completed by July 2014. Following an OFSTED inspection in March 2013, the school has been placed in special measures and is subject to regular monitoring inspections. This is not impacting on the delivery of the new build scheme – the school is being supported by officers to ensure that the new headteacher and governing body can effectively address the key issues raised by OFSTED. Currently there are no other issues or risks with this scheme.

2.7 St. Thomas More Catholic Primary School

2.7.1 St Thomas More will be rebuilt with capital grant on its existing site as a 2 form of entry school (420 places). Since 2009, the school has been located in both permanent and part

temporary accommodation following the decision to vacate and demolish the former Key Stage 1 building due to the potential risk of a concrete ceiling unit failing and collapsing. A pre planning consultation event was held at the school on 27th March 2013. Officers are liaising fully with the Archdiocese of Birmingham and there are currently no other outstanding issues or risks with this scheme.

2.8 President Kennedy

2.8.1 President Kennedy will be rebuilt under a private finance model as a 9 form of entry (1,350 11- 16 places) plus 300 post 16 places school. This project was one of the two sample schemes being used to procure Building Schools for the Future (BSF). The project will not now involve the co-location of a Broad Spectrum school on the site as proposed under BSF. Outline planning permission has already been secured. The procurement and delivery process for the new school under the Government's new PF2 (Private Finance Initiative) has yet to be issued by the EFA, although some further information has recently been made available (see paragraph 2.10).

2.9 Procurement update – Capital Grant Funded Projects

2.9.1 The PSBP is being centrally procured by the EFA, who will however need the full co-operation of the schools and Local Authority as key stakeholders and providers of information.

The EFA announced on 29th January 2013 that Wates Construction Ltd had been selected as the successful panel member or Contractor to deliver the Whitmore Park Primary School Scheme. Wates have subsequently been invited to submit proposals for each of the following schools – St. Thomas More, Wyken Croft, Ernesford Grange and Alice Stevens. These have now been evaluated by EFA who have confirmed that Wates will also now deliver these schemes.

2.10 PSPB Procurement – Privately Financed Projects

2.10.1 President Kennedy will be funded under a new form of Private Finance arrangement called PF2. This is broadly based on existing PFI schemes and contract documentation. The key difference being that PF2 will have a much larger (up to 20%) equity stake made up of funds from Government and Institutional Investors such as Pension Funds. This is to ensure that any future gains made through the refinancing of PF2 schemes and the returns on investment can also be realised for the benefit of the tax-payer in addition to Private Investors and Banks.

2.10.2 On 10th May 2013 EFA announced that forty-six schools in 5 batches will be rebuilt under PF2. These schools have a total funding requirement of approximately £700 million. The funding is set to be raised using an innovative new 'aggregator' model. The 'aggregator' will be able to access both the bank debt and capital markets in order to secure the best deals for the taxpayer.

President Kennedy will be delivered as part of the Midlands batch which includes 8 schools in total with a value of approximately £122m. The other authorities in the Coventry batch are Birmingham, Derbyshire, Nottingham and Sandwell. EFA have indicated that the Midlands batch will be released to the market over the next 12 months i.e. by May 2014.

3. Results of Consultation Undertaken

3.1 The PSBP is being procured by the EFA. Consultation over the design solution for the new Whitmore Park Primary School and all of the following schools has taken place with both the School and City Council. All schools have been invited to participate in weekly meetings as part of the design development process and officers have been updated by EFA on a fortnightly basis on progress.

3.2 There will continue to be an ongoing dialogue between all parties through the remaining part of the procurement process and through implementation. The City Council have been invited to attend all site meetings and will be fully involved in the Reviewable Design Development (RDD) process for Whitmore Park, to ensure that when the building is handed back to the City Council when completed, there are no ongoing liabilities.

4. Timetable for Implementing this decision

4.1 The indicative timetable for the delivery of the Whitmore Park scheme is as follows based upon information provided by the EFA and the draft Programmes of the successful contractor :

Construction commences - **May 2013**

Decant – **April 2014**

Demolition of existing and external works – **by 1st August 2014**

4.2 Subsequent Coventry PSBP Schools (Indicative only and subject to change)

Ernesford Grange and SEN Co-location School start on site – **17th Sep 2013**

Ernesford Grange and SEN Co-location School open and available for - **April 2015**

External Works and Old School Demolition completed by – **August 2015**

Richard Lee School start on site – **2nd January 2014**

Richard Lee School open and available for use by – **January 2015**

External Works and Old School Demolition completed by – **May 2015**

Wyken Croft School start on site – **15th August 2013**

Wyken Croft School open & available to use by – **end of August 2014**

External Works and Old School Demolition completed by – **January 2015**

St Thomas More School Start on site – **29th Oct 2013**

St Thomas More School open & available to use by – **August 2014**

External Works and Old School Demolition completed by – **December 2014**

4.3 There is currently no specific indication as to when the President Kennedy Private Finance scheme will be delivered by the EFA.

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

5.1.1 For the capital grant funded schemes, the Coventry PSBP batch funding envelope is worth approximately £39.6m. Each scheme has its own capital expenditure cost limit based on the gross floor area size of the proposed school which is in turn based on the pupil numbers at each school. The funding envelope for the grant funded schemes has been market tested by the EFA and although it is very tight, can be delivered by the National Contractors Framework. These rates include for basic build costs, externals and abnormal costs. The base cost does not include an allowance for hidden levels of asbestos or any section 278 highways improvement works that may be required outside of the school boundary. The EFA will procure these schools and will look to deliver these within their affordability envelope which will mean that other than for hidden asbestos and section 278 works, there will be no call on Council or schools financial resources (costs for dealing with hidden or abnormally high levels of asbestos could be up to £200 -£250k in a worst case scenario). Other costs that are not included in the capital build (with the exception

of the expanded elements of Richard Lee and Wyken Croft) are for loose items of furniture and equipment and ICT hardware/software. ICT infrastructure (cabling, wireless & server rooms) is included. These costs will therefore have to be met from individual school budgets (schools currently being expanded already have to meet these costs) through careful planning and use of good quality legacy furniture and equipment. EFA have also confirmed that installation of sprinklers is included within the cost envelope.

5.1.2 The Local Authority face significant capital pressures over the medium-term due to increased demand for places; set against uncertainty over the level of capital resource. The CLYP Capital Programme is largely focused on delivering sufficient school places, and there is little scope to include other items at this stage. There is however a contingency of £1.1million set aside within the CLYP Capital Programme as a contingency for the Richard Lee scheme in the event that the EFA decided not to fund the additional costs of the scheme. The replacement Richard Lee Children's Centre and SEN relocation at Ernesford Grange will be funded from this budget.

5.1.3 There is currently little financial information available on the Government's new PFI scheme. This means that at this stage there is no information in relation to the level of PFI funding and therefore affordability implications of the PFI scheme. This will need to be subject of future report to members, although the current expectation is that the school will bear the cost.

5.1.4 Throughout this process there will continue to be the need for Local Authority Officers' support. Ultimately, these buildings will transfer to the Local Authority, and the schools and Local Authority will have the ongoing responsibility for the maintenance and upkeep of the buildings.

5.2 Legal implications

5.2.1 For the capital grant funded schemes it was thought likely that a Development Agreement will be required to enable the contractor to gain access to and occupy each site for the purpose of constructing the new schools. Officers asked EFA for clarifications and detailed contract documents for the Governors Agreement and Development Agreement and any other contractual or legal documents that the Local Authority needed to sign in order for the construction of the new Schools to be undertaken. This was to make sure that there are no legal or financial liabilities being inadvertently passed down to the Local Authority to take responsibility for such as the cost of unforeseen ground works, service diversions, S106 & S278 works or any Planning Conditions but this was not considered necessary by DfE for Whitmore Park. A back to back letter has been signed with the EFA for the delivery of the Whitmore Park scheme as there were no planning conditions imposed that would result in costs to the City Council. Officers however have made it clear to the EFA that, the City Council reserves a right to review the content of similar letters for any of the following schools in the context of likely planning conditions. The EFA has confirmed that they will not meet the costs of any works outside the redline school site boundary.

5.2.2 The contract with the PFI provider will be procured by EFA and it will be between the PFI provider and central Government.

5.2.3 The new PFI programme delivered by the EFA have released for consultation an early draft form of the PFI Project Agreement, which is based on the Standard form BSF project Agreement 2007, the main difference being that the Project Agreement will be between the Secretary of State For Education ("The Authority") and the PFI Company. Officers from Legal Services and Education Capital & Strategic Planning Teams have commented on this draft form and highlighted any issues and clauses that require further clarification from the EFA / HM Treasury. The main areas of any risk to the Local Authority from a new PFI Project Agreement are around any step down liabilities that the Local Authority may be required to take on board

and Officers have highlighted any risks that the LA may be inadvertently exposed to in the Project Agreement for the EFA /HM Treasury to address.

At this stage President Kennedy is not legally committed to subsequently enter into any PFI contract in the future. It is anticipated that fuller details of the structure of the new PFI arrangements will be made available in the autumn 2013 by which time a further report is brought to Cabinet.

5.2.4 Officers have asked EFA for clarifications and detailed contract documents for the Governors Agreement and Development Agreement and any other contractual or legal documents that the Local Authority may need to sign in order for the construction of the new Schools to be undertaken. This is to make sure that there are no legal or financial liabilities being inadvertently passed down to the Local Authority to take responsibility for such as the cost of unforeseen ground works, service diversions, S106 & S278 works or any Planning Conditions. A back to back letter has been signed with the EFA for the delivery of the Whitmore Park scheme as there were no planning conditions imposed that would result in costs to the City Council. Officers however have made it clear to the EFA that, the City Council reserves a right to review the content of similar letters for the any of the following schools in the context of likely planning conditions. The EFA has confirmed that they will not meet the costs of any works outside the redline school site boundary.

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)?

New school facilities will make a significant contribution to improving outcomes for children and young people as set out in the Children & Young People's Plan. Securing resources for the co-located SEN schools will also contribute towards the delivery of the City Council's SEN Broad Spectrum strategy.

6.2 How is risk being managed?

6.2.1 There is no guarantee that schools within Council control and rebuilt either through capital grant or PFI credits will not subsequently convert to academy status. In the case of PFI the Council would not be a party to a PFI contract and therefore would not carry financial, contractual risks that relate to schools no longer within local authority control. Any risks identified will be actively monitored and reported to Members as the procurement process for President Kennedy progresses to inform decision making.

6.2.2 It is unclear as to whether the EFA will still be looking for schools and/or local authorities to pick up any abortive costs should a school decide to withdraw from the PSBP for no good reason. Dependent upon the timing of the withdrawal this could result in significant costs, if a comparison is made to BSF. Officers will review the documentation once it has been issued by EFA and advise schools accordingly.

6.2.3 President Kennedy is unlikely to be clear about the revenue contribution to the PFI scheme until the procurement exercise is completed and contributions will be based on a sample scheme which is likely to differ from the control option developed for other schools.

6.2.4 There are however some significant financial risks associated with withdrawing from the PSBP at this stage including:

- The continuing decline in the condition of these schools already in poor condition and in the case of Richard Lee and Wyken Croft, buildings whose life expectancy is less than 9 years;
- Very limited opportunities for attracting other forms of capital to repair or rebuild schools going forward;
- For Community Schools ultimately the responsibility for capital maintenance lies with the authority - usually we discharge this via DfE funding but could fall on corporate resources in the absence of DfE grant as funding streams are reduced/eliminated.

6.2.5 The timescale set by EFA for the delivery of these schemes is extremely tight. Officers have therefore drawn up a PSBP project Risk Register which is reviewed by the PSBP Programme Board at each meeting to actively monitor all risks, financial or otherwise and to either mitigate, eliminate or transfer these risks to the EFA.

6.3 What is the impact on the organisation?

Upon completion, capital grant funding schemes will be under Local Authority control as maintained schools. Under PFI, where the private sector is commissioned to provide certain ICT and facilities management services, colleagues currently undertaking those roles may well be subject to TUPE regulations, although it is suggested by EFA that schools will have more choice on how these services are delivered. Early liaison between Human Resources and Schools to identify colleagues potentially involved will be key, as will a well constructed consultation process with Head teachers, School Governors, staff and trade unions.

The co-location of the Alice Steven's Broad Spectrum Special School onto the Ernesford Grange Secondary School site will require careful management of admissions & School SEN transport policy to create co-horts for the new SEN School from across the 3 existing SEN schools. A staff and school leadership change management plan will need to be adopted and implemented prior to the new school opening and taking in its first new pupils.

6.4 Equalities / EIA

The construction of new schools under the PSBP will contribute to the Learning and Achievement Service aims of improving the attainment of different groups of students, including boys and girls, different minority ethnic groups, transient students, Looked After Children, children living in poverty and students with Special Educational Needs. Recent Equality Impact Assessments of the work of Birth-11 and 11-19 Learning and Achievement Service have both concluded that the Service continues to have a positive equalities impact. More specifically the rebuilt SEN Broad Spectrum co-located school will provide greater equality and better access to resources for the children with a wide range of special needs. These children often experience greater discrimination and have fewer opportunities than children without such difficulties. All schools proposed for rebuilding under the programme will be Disability Discrimination Act (DDA) compliant and the Ernesford Grange Co-location Scheme and New SEN Broad Spectrum School will be Special Education Needs and Disability Act 2001 (SENDA) compliant.

6.5 Implications for (or impact on) the environment

Coventry's schools currently account for 28% of the City's carbon footprint and the PSBP will support the reduction of that level through replacing old school buildings with modern, energy efficient facilities. 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 schools (including PFI

Schools) are to be included in the total reported carbon emissions for their participating local authority.

PSBP Schools will also be designed to mitigate the effects of climate change fluctuations and to help reduce surface water run off as a result of flash or extreme weather events, reducing any negative effects on the local community and environmental infrastructure.

The DfE currently require all major new building and refurbishment projects valued at over £500,000 to achieve at least a 'very good' BREEAM rating (Building Research Establishment Environmental Assessment Method). Areas of measurement are management, energy use, health and wellbeing, pollution, transport, land use, ecology, materials and water. The future of BREEAM is however currently being considered as part of the James Review.

6.6 Implications for partner organisations?

The Council and School's existing Facilities Management, Telephony and ICT service providers will need to be engaged with early to ensure timely construction and delivery of the PSBP Programme.

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Public report Cabinet Report

Cabinet

9th July 2013

Name of Cabinet Member:

Cabinet Member (Health and Adult Services) – Councillor Gingell

Director Approving Submission of the report:

Director of Community Services

Ward(s) affected:

All

Title:

Establishment of Local Healthwatch in Coventry.

Is this a key decision?

Yes

Executive Summary:

Healthwatch is the independent consumer champion for the public both locally and nationally to promote better outcomes in health for all and in social care for adults.

The Health and Social Care Act 2012 ("the Act") placed a responsibility on the City Council to commission an efficient and effective local Healthwatch which will work to strengthen the voice of patients and the public. Healthwatch will have a place on the statutory Health and Wellbeing Board and will work with commissioners, local councillors and other stakeholders to influence every aspect of how services are planned, commissioned, delivered and monitored.

This report sets out the approach taken in establishing an interim Healthwatch Coventry, the joint work undertaken between the City Council and the local voluntary sector, and seeks approval for final arrangements to enable the establishment of this body.

The proposed solution for the establishment of a full Local Healthwatch in the City includes a process involving the Here 2 Help voluntary sector consortium a legal entity known as ("the H2H Company"). It is proposed that the final shape of the new service is developed with the Here 2 Help consortium with a defined grant funding stream and output requirements to third parties agreed by the City Council. Cabinet's support for this approach is requested to give voluntary sector colleagues confidence in the process and to enable a new service to be in place by October 2013.

Recommendations:

- 1 Cabinet are recommended to agree to the proposal for the establishment of Local Healthwatch contained in the report, including the proposal to utilise the H2 H Company as a co-design partner of the service grant recipient.
- 2 Cabinet is further recommended to delegate to the Director of Community Services in consultation with the Cabinet Member for Health and Adult Services to complete the grant agreement for the provision of a multi-agency Local Healthwatch for the City through the H2H Company.

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: Establishment of Local Healthwatch in Coventry

1. Context (or background)

- 1.1 Healthwatch was introduced by the Government as part of their wider health reforms to be the voice of patients and users of social care services. Healthwatch will function in two ways:
 - A national body – Healthwatch England which has now been established as part of the Care Quality Commission (CQC).
 - Local Healthwatch - the City Council is required under the Act to ensure that there is an effective and efficient local Healthwatch in the City.
- 1.2 Healthwatch is the independent consumer champion for the public both locally and nationally to promote better outcomes in health for all and in social care for adults. Healthwatch will have a place on the statutory Health and Wellbeing Board and will work with commissioners, local councillors and other stakeholders to influence every aspect of how services are planned, commissioned delivered and monitored.
- 1.3 Healthwatch has replaced Local Involvement Networks (LINKs) and taken over their functions. Local authorities were encouraged by the Department of Health to ensure continuity in the transition from LINK to Healthwatch therefore an interim Healthwatch based on the previous LINK arrangements has been in place from the beginning of April. This will continue until the end of September, thereafter it is intended that a full Local Healthwatch be in place.

The role of LINKs

- 1.4 LINKs began work in 2008 representing the collective voice of patients and scrutinising the quality of service provision through the work of volunteers and a small professional support. LINKs had 'enter and view' powers to local health and social care services, and had the power to make recommendations to Councils and commissioners and providers of NHS services to improve services and experiences for patients and the public.

Additional roles for Healthwatch

- 1.5 Healthwatch has taken over the powers and functions of LINKs with the Government additionally making a number of other changes to strengthen the new organisations role. It has legislated to enable Healthwatch to give communities a bigger say in how health and social care services are planned, commissioned, delivered and monitored. Accordingly they will have a seat on the statutory Health and Wellbeing Board to ensure that these voices are heard.
- 1.6 Information and signposting – One of the Government's objectives is for local people to understand, make informed choices and feel empowered about the health and social care services available to them. Healthwatch will have a role in ensuring that good quality information is available to people about local services, they will provide signposting and respond to requests for information to help people navigate complex health and social care structures.
- 1.7 NHS Complaints Advocacy services – Additionally local authorities will be required to commission an NHS complaints advocacy service from April 2013. This is a 'specialised' service and there is scope for this either to be delivered by a Local Healthwatch, or for it to be contracted separately. If delivered separately, the expectation is that local Healthwatch will be the principal referral route to the Advocacy support.

Organisational Structure

- 1.8 The Act has not been prescriptive about the form of organisation that Local Healthwatch should take beyond stating that:
- Local Healthwatch organisations must be corporate bodies carrying out statutory functions;
 - they must be not-for-profit organisations, and;
 - must be able to employ staff and (if they choose) be able to sub-contract statutory functions.
 - this flexibility allows the Council to choose to commission, tender or offer a grant aid agreement to ensure an appropriate local service.

Interim Arrangements

- 1.9 To meet requirements under the Act and to ensure that the momentum of Coventry LINK and the work and enthusiasm of volunteers was not lost, the Council has from April 2013 had in place a set of interim arrangements. This has included extending the contract with Voluntary Action Coventry for continuation of their support to the 'voice' element of Local Healthwatch, and a short term contract with the existing providers of NHS complaints and advocacy support.

Francis Inquiry

- 1.10 The second Francis Inquiry report was published in February 2013. This report focused on the organisations which surrounded Mid-Staffs Hospital, both NHS and others and concluded that arrangements for oversight of NHS services in Stafford at the time had been a failure. The Report looks to find out why problems at the Trust were not identified sooner, and co-ordinated action taken to improve the quality of care.
- 1.11 In his report Lord Francis sets out a series of expectations about patient involvement and outside scrutiny of NHS services in which Healthwatch plays a prominent role. The ability of the new Healthwatch to raise issues with service managers, decision-makers and be a conduit for local health intelligence is identified the Report as being of particular importance in supporting service improvements and the development of high quality care. The report also encouraged local authorities (and Healthwatch England) to be robust in ensuring that performance and effectiveness in Local Healthwatch remains high.

2. Options considered and recommended proposal

- 2.1 Initially the City Council considered four options for the establishment of Local Healthwatch for the City:
- Option 1 – a single contract with a local provider (proposed by VAC)
 - Option 2 – a new local membership organisation
 - Option 3 – recruitment by the City Council to a Local Healthwatch Board
 - Option 4 – provision of a Healthwatch through a franchised provider.
- 2.2 In December 2012 the Council proceeded with a consultation based on the first two options. It was judged that the model identified elsewhere of Local Healthwatch being a body dominated by a small number of remunerated representatives guiding the new body (option 3) would not be representative enough and would not have the weight necessary to ensure the success of the Healthwatch voice function. Option 4 was not pursued given local experience in Warwickshire of their LINK being run by a national organisation and this eventually being replaced by a local provider.

Option 1

- 2.3 This option offered a distinctive branding for Local Healthwatch but the security of the delivery being with the support of a local voluntary sector organisation. This would have been quite similar to the arrangements for Coventry LINK, being hosted by VAC. Option 1

proposed a separate decision-making structure and separate governance for the voice function. The responsibility for the quality of other commissioned services would rest with the trustees of the commissioned organisation.

Option 2

- 2.4 This option was for a proposal for the creation of a separate new voluntary sector organisation, led by a management board drawn from existing LINK Steering Group members but involving other key stakeholders. Again there was proposed to be distinctive decision-making for the voice function.

New Third Option

- 2.5 Towards the end of the consultation exercise a proposal was made for consideration of a further option, based on option one in the consultation paper. This was to utilise the H2H Company to develop a co-design for the final format of Local Healthwatch in the City. This will involve a number of agencies working together under one legal entity to deliver the different functions of Healthwatch alongside other partners.

Here 2 Help

- 2.6 The H2H Company, owned and run by local voluntary organisations, was founded by 12 local charities, launched on 21st February 2011 and now has over 30 members. The H2H Company provides a new way for local voluntary organisations to work with the City Council and other statutory agencies to deliver cost-effective services for the people of Coventry. The H2H company enables smaller local voluntary organisations to work collaboratively and tender together to compete more effectively against larger, national commercial organisations, thus helping to keep a strong local provider base in the city, close to Coventry's communities.
- 2.7 In seeking to work collaboratively with the voluntary sector in a time of significant budgetary pressure the City Council has supported the establishment of H2H Company and the principle of the Council and the voluntary sector working together differently. In choosing to 'pipeline' grant funding through the H2H Company the Council would be entering into an agreement with one legal entity but gain the benefit of its members approach to a particular requirement (in this case Local Healthwatch).
- 2.8 Over recent months officers have been involved in negotiations with voluntary sector leaders and the interim Local Healthwatch with a view to co-designing a service based on a defined grant funding stream.

Proposed solution for Local Healthwatch

- 2.9 The responses to the consultation undertaken (detailed in Section 3) provided a useful but mixed set of views, underlining the complexity of developing a service such as Local Healthwatch. Some respondents for example felt that the current LINK arrangements had been successful, others not. A number of respondents were concerned about multiple organisations taking part in the final service, others welcomed this. There was a significant level of support for the provision of advocacy and complaints support to be provided locally, and wide support for the vision outlined in the paper.
- 2.10 A new service will be based on a strong 'voice' function which utilises a network of volunteers and members, but also takes advantage of other partners' activities in working with the community in the City gathering intelligence about services. The members will maintain their 'enter and view' powers which allow them to see services in action. The 'voice' element of Local Healthwatch will have a role in developing information about local services, helping local people to access appropriate information and providing help and support with individuals to allow them to navigate complex health and social care structures.

- 2.11 The signposting and information service will be developed to support the whole community to access the information they need about health and social care services, with a strong focus on the most vulnerable and those with additional needs. It will benefit from a wide network of access points which will include Council libraries and other key locations through the support of partners in the service. At these residents will be able to make simple requests for information or ask to be directed to different resources about health and social care services. A resource will be identified within Community Services Directorate to ensure that the new Local Healthwatch is linked in to Library and Information Services and to ensure appropriate monitoring of performance outcomes.
- 2.12 It is envisaged that a tiered approach will be developed to provide a network of both information support to residents in the City but also importantly avenues to provide feedback on services to support the voice function. Where for example a library is unable to deal with a request for information there will be a series of resources for people to be referred to for support. This is important particularly post the second Francis Report which emphasised the need for all intelligence about local services to be considered and evaluated to support quality service delivery. This will assist the 'voice' function to be the 'network of networks' and inform the role of Local Healthwatch on the Health and Wellbeing Board.
- 2.13 The collaboration of these functions with the NHS Complaints and Advocacy Service, which will be accessed through Local Healthwatch, will ensure that local NHS patients are able to easily find out information about making a complaint, and be supported in doing so at the appropriate level. Staff and volunteers working in the multi-agency Local Healthwatch will understand the basics of making a complaint, and give some brief advice, whilst also being able to identify cases which require more complex support and a full advocacy service.
- 2.14 The H2H Company will provide the accountability for the performance of the outputs. The process by which the Company will develop the final company members to take part in the delivery of the outputs will include opportunities for innovation. It will also allow Council officers and former LINK members to ensure that a collaborative approach is taken to finalising aspects of the grant outputs.
- 2.15 In looking to develop a Local Healthwatch model in the City, officers have been mindful of the existing universal services available to residents to support them in navigating health and social care services. This has included examining the various services the Council provides and commissions externally. This has included analysis of:
- The potential value and contribution of existing Council services, particularly the role that library and information services can play in a multi-agency Healthwatch solution.
 - The Information and Advice Review and the Council being clearer about the provision and impact of specialist services for vulnerable groups (including support to Age UK, the Alzheimer's Society, the Carers Centre and Grapevine Coventry and Warwickshire).
 - The generic advice services provided by the various advice services in the City (including funding for Coventry Citizen's Advice Bureau, Coventry Law Centre and a number of local services), and
 - The provision of information and signposting by providers of NHS services themselves (including two PALS services), supplemented by the national NHS111 service. NHS111 is intended to be an information source and route into all non-emergency health services. The service will utilise detailed directories of services which will allow them to provide patients with information about care pathways and how to access local services.

- 2.16 The process undertaken so far has involved an exploration of the options for Local Healthwatch in the City and a detailed discussion about the funding stream required for the new service. In developing this proposals with the current providers of LINK support and the H2H consortium there has been an exchange of views regarding the identified funding stream, however mindful of the issues raised in section 2.15 and the challenges the Council is facing in responding to Government funding reductions an indicative figure of £237,000 per annum has been identified for the grant to the H2H Company. This figure is challenging for the voluntary sector and they have made a case for a resource envelope of £ 270,000 per annum. The position taken to date has been that there is a need for maximum innovation and efficiency and that funding for Local Healthwatch set within the wider context of financial challenges facing the Directorate.

3. Results of consultation undertaken

- 3.1 A consultation exercise was undertaken from 14 December to March 8th. As part of the consultation, voluntary organisations and stakeholders were written to with information about the consultation exercise and encouraged to cascade this widely. The information was shared with LINK members and other key user groups including the Older People's Partnership; HOPE2, the Physical and Sensory Impairment Reference Group, Learning Disabilities Partnership Board and the Carers group. A consultation event was held in the Council House on the 1st March 2013, including the participation of some health partners.

Key questions considered and the views shared are noted below:

Vision for Healthwatch

69/81 supported the vision for a Local Healthwatch

Organisational Options for delivering Healthwatch

An even split in preference between the two delivery options with an approach from the voluntary sector offered of a 3rd Option of a consortium bid shared at the 1st March Event.

How to achieve transparency and accountability

Acknowledgement of the importance of this function and the need to ensure any new arrangements strengthen existing practice

How to provide Information and Advice (signposting) and Health and Social Care

Recognition of the diversity of ways and places in which people receive this type of service with a preference for a One Start Shop (which would deal with the majority of enquiries, but pass more complex ones through identified tiered pathways).

Options for providing Complaints Advocacy Services

69/81 supporting contracting with a Coventry Based organisation

- 4.1 A representation has been received by the Chair of the Interim Steering Group of Local Healthwatch recognising the pressure on Community Services budgets, but arguing for a higher funding allocation for Local Healthwatch. He has also made representations regarding the specification for Local Healthwatch and the process to be followed with the H2H Company.
- 4.2 A letter has been received from the Chair of Coventry and Rugby Clinical Commissioning Group raising the importance of Local Healthwatch to the local health economy and encouraging the City Council to ensure funding levels for Local Healthwatch are appropriate.

4. Timetable for implementing this decision

- 4.3 This decision is required to be taken by the end of July 2013. This will facilitate the transition from an interim Healthwatch to a 'full' Healthwatch, and will ensure that the Council complies with the Coventry Compact. A new service will commence on 1st October 2013.
- 4.4 The outputs will be delivered by a number of partners on behalf of the H2H Company. The City Council is developing a set of key performance outputs which will be used to monitor the grant funding and quarterly monitoring meetings will be held.

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

(i) The current proposal is for a grant to be made to Here2Help to provide a full Healthwatch service at £237,000 per annum based on an initial 18 months agreement, with an option for a further 12 months subject to a review. There will be a need for an additional post in Community Services Directorate (£35,000 pa including on-costs) to ensure that the full Healthwatch Coventry is able to integrate appropriately with the Library and Information Service and to monitor grant outputs.

(ii) Funding for Local Healthwatch is complex being made up of a mixture of formula grant and two specific time limited grants from the Department of Health. Resources are not ring-fenced and therefore a budget of £ 275,000 has been identified to support all Local Healthwatch activity (representing a nominal £100,000 annual saving).

5.2 Legal implications

The Council can make arrangements under Section 183 of the Act for a local Healthwatch for Coventry. The Council intends to work with the H2H Company under a grant funded arrangement. The Grant will be for a period of 18 months and a review of the outputs will decide whether it should remain in place for a further 12 months. The grant does not fall within the Compact code for contracts.

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)?

Coventry City Council is committed to strengthening the patient and public voice in health and social care. A successful Local Healthwatch will provide the community in Coventry with the ability to influence and shape services designed for them. Healthwatch will give people real influence over decisions made about local services engaging individuals and communities in improving health outcomes and supporting Coventry's citizens to lead longer, healthier and more independent lives. This is expected to contribute to the work going on in the City to tackle health inequalities, and to promote better health outcomes for all.

6.2 How is risk being managed?

The City Council is required by legislation to make arrangements for a Local Healthwatch in the City. Other risks associated with the project are limited. An effective and efficient Local Healthwatch will make a significant contribution to improving health and social care services in the City. Officers will work hard to support Local Healthwatch to be effective and integrated into the local health economy and will support Local Healthwatch to work constructively with Adult Social Care Services and the Health and Wellbeing Board.

A detailed but manageable set of performance indicators will be developed which will ensure that regular performance management can take place and mitigate any further risks.

Local Healthwatch is referred to in the Second Francis Report into the failures at mid-Staffs hospital. Officers will monitor the Governments response to this report and ensure that any subsequent legislation is complied with.

6.3 What is the impact on the organisation?

In developing a model for a Local Healthwatch in the City officers have been mindful of the need to ensure that Local Healthwatch fits comfortably with existing universal services and builds on them. These are largely NHS services (PALS, NHS 111 etc) but the Council's Library and Information Service is an important part of this picture. The specification developed for the proposed Local Healthwatch solution will include a requirement for the geographical reach and wide range of resources available in libraries to be fully utilised. There will be a requirement for some support to ensure that libraries are resourced particularly with appropriate information and training for staff to ensure that libraries can play a part in a successful model.

6.4 Equalities / EIA

A full Equalities Impact Assessment has been produced following the consultation exercise and has suggested that the establishment of a Local Healthwatch in the City will have a positive impact on Equalities issues in the City. Local Healthwatch is required to have regard for health inequalities and the specification for Local Healthwatch to be delivered by the H2H Company will include specific requirements to have regard to all of the protected categories and the impact of inequalities on the City. The inclusion of the library service and its geographical spread particularly in the City's priority neighbourhoods will also support a particular focus on health inequalities.

6.5 Implications for (or impact on) the environment

There are no implications for the environment from this proposal.

6.6 Implications for partner organisations?

The support for the provision of the former LINK responsibilities is provided by staff employed by VAC, and they and various other voluntary sector partners have been involved in the consultation and the development of a proposal for the co-design of Local Healthwatch. Health partners are also required to engage with Local Healthwatch and any failure of this service would have implications for them.

NHS Coventry has previously supported both the development and contract monitoring of Coventry LINK and the new Healthwatch organisation. More recently since its establishment, the Coventry and Rugby Clinical Commissioning Group has supported the development of Local Healthwatch and will assist with the development of the service specification which will define more closely the priorities and performance measures of the new organisation. The Clinical Commissioning Group is a key partner in developing the City's libraries as local sources of information about local health service.

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Public report Cabinet

Cabinet

9th July 2013

Name of Cabinet Member:

Cabinet Member (Community Safety & Equalities) - Councillor Townshend

Director Approving Submission of the report:

Director of Community Services

Ward(s) affected:

All

Title: Neighbourhood Working

Is this a key decision?

Yes. The impact of this report will be felt city-wide.

Executive Summary:

This report presents a proposal for the future of neighbourhood working in the City. In particular it focuses on the Neighbourhood Wardens Service, Health Development Service and considers the impact of the deletion of Neighbourhood Action.

Recommendations:

Cabinet are requested to:

- 1) Support the proposal for future neighbourhood working.
- 2) Consider the Equalities and Consultation Analysis before making a decision to consult.
- 3) Instruct Officers to consult key stakeholders on the proposal.
- 4) Delegate authority to Director of Community Services and Cabinet Member (Community Safety & Equalities) to: a) consider and take the consultation responses into account before making the decision to implement any final proposal b) make any changes required to the eventual preferred proposal post-consultation c) approve implementation of the new service by 31st December 2013.
- 5) To seek support for the Scrutiny Co-ordination Committee to take a lead role in the development and monitoring of performance measures for the new service.

List of Appendices included:

- A. Neighbourhood Working Report
- B. Neighbourhood Enforcement and Place Based Caseworker Report
- C. Equalities and Consultation Analysis

Other useful background papers:

N/A

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: Neighbourhood Working

1. Background

- 1.1** On 26th February 2013, Council approved the Budget Report which contained a range of information on spending and savings options. In particular, the report included a review of Neighbourhood Working and a savings target of £700,000 in 2013/14, rising to £1m in 2014/15. This saving was identified against the City Services and Development Directorate and will be achieved through the removal of Neighbourhood Action. This savings target is in addition to the savings Community Services are required to find of £3m in 2013/14, rising to £8m in 2014/15 and £15m in 2015/16.
- 1.2** How the Local Authority works with communities is important, particularly in challenging economic times and continued budget reductions. In order to respond to this, the Neighbourhood Working Project Team has reviewed existing neighbourhood provision within Community Services including Neighbourhood Wardens and the Health Development Service. This has led to the development of a revised community engagement model that will meet wider Council strategic objectives including the aspirations of Marmot.
- 1.3** This proposal is based on the assumption that the Neighbourhood Wardens Service and some elements of the Council's Health Development Unit are incorporated within the review. It is proposed that the Health Development Officers (HDOs) and the Public Health Nutritionists, both of which undertake community based health promotion engagement events and activities, are included in this review of Neighbourhood Working.
- 1.4** It has been acknowledged that removal of Neighbourhood Action and Wardens will lead to a reduction in capacity to deal with environmental and community safety issues. Therefore, to minimise the impact of this, the proposal also seeks to bolster the Neighbourhood Enforcement Officer Service and introduce Community Safety Caseworkers who will focus on place based community safety issues as outlined in Appendix B. This will provide city-wide capacity to deal with these issues although there will be a particular focus on priority neighbourhoods.
- 1.5** The Neighbourhood Action team are not part of the Neighbourhood Working review as this was subject to a separate review and a decision has already been taken to remove the service. However, it has been identified that staff within the service may have skills, knowledge and experience that will be required in the new Community Development Service. The remaining Neighbourhood Action staff will therefore be included for consideration of redeployment opportunities arising from this review.
- 1.6** Marmot and community assets
Coventry is one of eight Local Authorities that make up the UK Marmot Network. This means that over the next 2 years we have committed ourselves to accelerated action on reducing inequalities in the City. There will be a range of priorities and objectives agreed in order to do this and in particular, to change the way that we work with local communities.
- 1.7** Marmot refers to 'community asset based' working in the context of tackling health inequalities and the important influence of local community, social networks, people participating and having control over their lives which can all contribute to increased resilience, health and wellbeing. In practice this leads to communities having the capacity to do more for themselves as opposed to the traditional public service approach of 'doing things to and for people'.

- 1.8** Due to the financial challenges facing the public sector and the need to reduce demand on services, the relationships between the public sector and communities need to change.
- 1.9** There is a wide range of resources within neighbourhoods, individuals and communities that when identified and encouraged can be used proactively in the development of services and to reduce service demand. These collective resources are often referred to as assets and include:
- the practical skills, capacity and knowledge of local residents
 - the passions and interests of local people that give the energy to change
 - the networks and connections in a community
 - the effectiveness of local community and voluntary associations
 - the resources of public, private and third sector organisations that are available to support a community
 - the physical and economic resources of a place that enhance wellbeing.
- 1.10** Every community, regardless of its circumstance, has resources within it. The new model for working with communities will aim to change the relationship they have with the public sector. The public sector will no longer be there to 'fix' things for people but to facilitate and support people to do more for themselves and for each other. The community asset based approach focuses on the positive assets (resources) within a community. It identifies opportunities and strengths and helps people to take control of their own lives by giving them the opportunity to develop their own skills and potential. This then leads to the potential for co-designed and co-produced local solutions and ultimately services.

2. Options considered and recommended proposal

- 2.1 Proposal for Neighbourhood Working - *A Vision for Communities in Coventry***
Coventry will have active, confident, knowledgeable and connected communities that will be empowered to take responsibility for their own neighbourhoods creating communities that residents choose to live in.
- 2.2** There will be a commitment required from all directorates to change the way they are currently working with people and communities to develop services around people, their needs, aspirations, capacities and skills.
- Communities will:
- be resilient
 - be cohesive
 - take responsibility/ownership
 - be tolerant
 - be inclusive
 - be supportive of each other
 - resist negative influence
 - have a common aim and purpose
- 2.3** Officers have been working across Directorates to understand what a different approach to working with communities would look like. A revised service would need to adhere to the principles of A Bolder Coventry, reducing demand and saving money.
- 2.4** The proposed Community Development Service (CDS) has been designed to respond to the need to work differently with communities, in line with Marmot. Full details of the proposed service are outlined in Appendix A. The model applies the principles of asset

based community engagement, building on the strengths and services that exist already in communities.

- 2.5** The proposal creates a significant shift in the way the Council works with communities in the future. This will be partly achieved by the creation of the Community Development Service and the asset based approach that will be applied. This contributes towards the Council's objective of realising the ambition of Marmot and also enables the Council to realise savings that contribute towards the Bolder Community Services Savings Programme.

3. Results of Consultation Undertaken

- 3.1** Residents and key stakeholders will be consulted on the proposal during July and early August 2013. This will include specific briefing sessions, residents meetings, and utilising existing partnership and voluntary sector meetings. The analysis of the consultation will take place in mid-August 2013 with the results published with an updated proposal in late August 2013.

4. Timetable for implementing this decision

- 4.1** Once approval is gained to consult the following timeline will be followed:
- Public Consultation - 12 July – 11 August 2013
 - Analysis of consultation response to Public Consultation – w/c 12 August 2013
 - Update Proposal post-consultation – w/c 23 August 2013
 - Consultation with staff 23rd August 2013 – September 2013
 - Implement new model by 31st December 2013

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

The forecast savings of £820,000 will contribute towards "A Bolder Community Services" savings targets.

The following summary outlines the associated costs and benefits from implementation of the proposal.

Current Service Areas	Budget
Neighbourhood Wardens (59 FTE)	£1,560,000
Health Development Officers and Public Health Nutritionists (7.8 FTE)	£250,000
Total current expenditure	£1,810,000
Investment in new services	Proposed budget and expenditure (subject to job evaluation)
Community Development Service (15 FTE)	£550,000
Neighbourhood Enforcement team (12FTE)	£350,000
Place Based Caseworkers (3 FTE)	£90,000
Total planned expenditure	£990,000
Overall saving	£820,000

5.2 Legal implications

None identified

6. Other implications

Human Resource Implications

The proposal to remove the Neighbourhood Wardens Service and some elements of the Health Development Service would result in a number of post deletions. In total 62 FTE are potentially impacted.

The increase in the Neighbourhood Enforcement Officers and the introduction of Community Safety Place Based Caseworkers focusing on locations, and the Community Development Service may provide redeployment opportunities for some of those staff displaced both within this review and those remaining staff within Neighbourhood Action.

Following public consultation and any revisions to existing proposals, a period of consultation with the affected staff groups and Trade Union representatives will take place in relation to implementation.

Implementation of any changes will be in accordance with the Council's agreed change management processes.

6.1 How will this contribute to achievement of the Council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint

This proposal will contribute towards the achievement of Marmot objectives and the realisation of the savings required from Community Services as part of the ABC programme.

6.2 How is risk being managed?

Risk will be managed in line with ABC processes and principles. The project will have a board that will regularly review risks and approve mitigation activities. Scrutiny Co-ordination Committee will receive regular reports on performance of the service.

6.3 What is the impact on the organisation?

There will be a reduction in the overall number of posts within the Community Services directorate as a consequence of the proposed changes.

6.4 Equalities/ECA

A separate Equalities and Consultation Analysis has been produced and is attached as Appendix C. This will be updated following consultation.

6.5 Implications for (or impact on) the environment

None

6.6 Implications for partner organisations?

Officers will consult with the following key stakeholders on the Options and through this process understand any additional implications:

- Trade Unions
- Staff
- Ward Councillors
- Community Safety Partnership agencies
- Coventry and Warwickshire Partnership Trust
- Voluntary Sector Organisations
- Residents

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Names of approvers for submission: (officers and members)				
Director: Brian Walsh	Director	Community Services	10.6.13	18.6.13
Members: Councillor Townshend	Cabinet Member	Community Safety and Equalities	10.6.13	18.6.13
Diane Jones	Lead Accountant	Finance and Legal Services	10.6.13	10.6.13
Andrew Burton	Senior Solicitor	Finance and Legal Services	10.6.13	10.6.13
Julie Newman	Legal Services Manager	Finance and Legal Services	10.6.13	10.6.13

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Appendix A

The proposed Community Development Service (CDS)

Aim of the service

This service will embrace the Marmot principles of working with communities and individuals to identify and build on the assets/skills within neighbourhoods with the aim of enabling individuals to have greater influence and control over what happens in their lives and the area in which they live. This in turn has a positive effect on their quality of life and general wellbeing.

How this will work in practice

The team's focus will be a community empowerment and development approach, facilitating individuals and groups to build local capacity and get more involved and influential in their local area. We will be utilising a range of asset based approaches that have been used successfully elsewhere in the country.

It is important we build trust, recognise and link into the work that has already started in the city. Many different organisations and community groups are already active within the city, using asset based approaches to lead change within neighbourhoods. The new service will not duplicate this work but seek to link these existing community based approaches together, creating stronger and more sustainable support networks.

In essence the service will:

- We will work with local people and agencies to understand what assets/skills exist in an area including existing service provision from all sectors.
- Be open to requests and seek direction from individuals and the community on issues in their local neighbourhoods which they want to address. This might involve communities raising issues directly through Members, Officers and other agencies. The team will also be mindful of where there are wider issues that need to be addressed, such as low educational attainment, high mortality rates or high crime rates.
- The officers will assist local people in the development of a community action plan with the focus on the actions the community themselves will undertake to resolve the issue originally identified.
- The CDS will facilitate and identify opportunities to do this which may include supporting groups to access funding; supporting access to education/training opportunities; encouraging/supporting the setting up of groups with a common aim, etc. Use and share best practice tools and approaches with communities and ensure appropriate evidence bases are developed.
- The CDS may also introduce and signpost the community to existing service providers where there are opportunities to work together.

In summary, the team will work with the community on the issue, until they have supported the community to identify a solution, have the skills to resolve it and are self-sustainable (see Appendix One).

A case study has been produced to demonstrate how some of this work is already underway in Coventry (Appendix Two).

Roles and Responsibilities

- Intelligence gathering and knowledge sharing
- Foster collaborative working
- Facilitate Fund raising
- Training - community members /professional staff
- Work identification based on local opportunities or issues and allocation

Skills and Behaviours

Key skills and behaviours required for asset based working include:

- Compassion build on belief in people and people power
- Action learning and analysing situations together, reflecting things along the way.
- Observation skills to help others see the assets in a community.
- Active listening – hearing and helping others to help each other.
- Ability to speak up where necessary but to remain quiet when necessary too.
- Ability to 'do' with others not for them.
- People working for outside agencies should act as facilitators not drivers and not try to second guess what the assets could be
- Ability to remain strong when faced with obstacles and ability to instil this in others.
- Determination – ability not to be swayed to the path of least resistance
- Ability to move beyond the office out into the community.
- Establishing community champions and networks that become self-sustaining by staying and standing with people until they feel self-sufficient.
- Ability to tap into networks and build alliances in and beyond the community.
- Work in partnership with people, joining our skills with their skills and thereby creating change.
- Appreciate the value of community connections and social capital
- Ability to relate to people from a wide range of backgrounds and to engage with target groups
- Understanding of the issues, concerns and interests of others without being patronising
- Commitment and enthusiasm
- Good leadership, motivational and organisational skills
- Capable of working both on own initiative and as part of a team
- Sincerity, patience and tact and the ability to earn the trust of others

Excellent listening skills and confidence in talking to people both in groups and on a one-to-one basis.

Outcome measures

It is important that we measure the success of the service. A performance management matrix will be produced to measure the quantitative and qualitative outcomes from the services. This will be developed with the support of Scrutiny Co-ordination Committee and they will receive regular reports on progress. Outlined below are some examples of outcomes that demonstrate the impact the service is having alongside existing services:

- Increased numbers of active community groups in communities
- Evidence of community led action leading to co-produced solutions, programmes and services
- Increased community participation in events and information sessions
- Capacity Building and empowerment of residents and community groups
- More employment and social enterprise in communities
- Increased training sessions, education and skills linking to marmot outcomes
- Evidence of improvements in community safety leading to a decrease in levels of anti-social behaviour
- Increasing evidence of action on the 10 ways to feeling and doing well in Coventry (Health and Wellbeing) evidenced by things such as the household survey. This can demonstrate people feeling they are able to influence, contribute to their community, liking where they live and improved wellbeing
- The number of community initiatives, supported by the Community Development Service, that are still in existence and functioning 6 months after the direct support and facilitation is withdrawn.
- Evidence of improvements in environmental issues leading to an enhancement of the local environment
- Information relating to the assets available in communities and connecting residents to them

Recruiting the right officers

Having the right people in post is fundamental to the success of this service. Officers will need to be practical, self-starters and understand the corporate and political context in which they work. They need to be problem solvers and be able to work across a number of different organisations, with both practical and strategic skills.

It is anticipated that the team will work 09:00-17:00 Monday to Friday but flexibility from the team will be required on evenings and weekends to meet the needs of the local community.

Cost

Funding for the service is circa £550,000.

It is envisaged that the service will be made up of two Community Development Managers, 12 Community Development Officers and a Business Support Officer. Grades will be dependent on the results of job evaluation. A formal structure and job descriptions/person specifications will be produced in conjunction with Human Resources.

Appendix One – A staged approach

The Community Development Service will work in a staged way which will ensure consistency, minimise duplication of effort and maximise use of existing resources. It is recognised that due to work already undertaken by Council services, in some areas the team will build upon this work, and will not need to start at stage 1 or may be able to move through the initial stages more quickly. The stages are outlined below.

Stage 1 Identify The team will identify specific issues within a community that require addressing. This may be done in partnership with residents or other agencies.	Stage 2 Assess This stage involves intelligence gathering and assessments of the community where required action has been identified.	Stage 3 Engage Engage with the communities using tools and techniques including asset mapping events, fun days, pop up shops to ascertain what communities identify as improvements they want to make.	Stage 4 Develop Working with community leaders and groups provide them with support to empower them to take action in their neighbourhoods to lead positive change.	Stage 5 Maintain Leave the community to continue to develop and build up the changes through their collective actions

Stage	Activities
Identify	• Carry out visits to local community groups, schools, religious institutions; • Liaise with voluntary sector organisations and agencies to identify issues; • Have regular contact with communities and neighbourhoods.
Assess	• Build up intelligence on identified issues; • Develop understanding of the communities and speak with professionals and residents who have knowledge of the areas; • Identify potential leaders or groups to approach who could support asset based working or undertake a peer role; • Access information and knowledge of existing individuals. • Complete asset mapping of local community • Undertake appreciative enquiry
Engage	• Undertake events and activities to engage the communities; • Ensure regular contact with community, community groups, voluntary sector and other partners • Establish a partnership network • Upskill individuals and groups to create local structures and mechanisms to tackle issues through asset based approaches; • Undertake a social brokerage function; • Link the group with existing asset based work good practice in the city and establish peer support function; • Link to other start-ups; • Link to services that may be benefit to the group

Develop	• Provide training for local community; • Support links with agencies and organisation for community to utilise; • Support implementation of activities including events and • Support initiation of formal groups that will lead change in the future; • Support communities to develop evidence bases and monitoring methods.
Maintain	• Once established the team will step back and allow the community to continue with developing own community action plans; • Support independence of the groups; • Embed relationships with agencies and groups; • Produce an evidence base of the changes and link communities into on-going monitoring.

Appendix Two: Case Studies

BELL GREEN SILVER SURFERS

Background

The following project was started by Neighbourhood Action and is an example of the best practice that we would like to imbed into the Community Development Service.

They are a group of socially minded senior citizens from the Bell Green area in Coventry and the project is run from a local community centre. The aim of the group is to help senior citizens get over their fear of computers and gadgets by showing them how to use the internet, shop online, emailing, and digital photographs. This is done not by fixed courses but by accessing a tutor which allows the group to work at their own speed and decide what they want to learn.



The group initially started with 3-4 members and has steadily grown in numbers; to date they are now at 12 regular members with a waiting list of 4. It started by sharing some computers operated by the local youth club, which are now very outdated and due to the restrictions placed on the software does mean some websites are not

available.

In 2011 the group decided that it wanted to grow, to that end they made an application to the Wellbeing Seed Fund for £500 to engage a tutor and pay for their room at the Community Centre. The criteria for the funding required them to consider the way their project looked to improve Wellbeing of the participants. Briefly the project provides an opportunity for older people to get out of their homes and meet with other like-minded people from the area, developing new friendships and support networks, reduces social isolation and learning new skills.

Some of the members of the group now own their own computer, but some now use the IT equipment in the local Library should they need access to a computer.



On Tuesday 16th October 2012, Anna Soubry, Minister for Public Health at the Department of Health visited Coventry and met community members, especially the Bell Green Silver Surfers, health professionals, local authority staff and Coventry Councillors at Bell Green Library. The focus of the visit was for Anna to get an insight into the community work including

community development around wellbeing initiatives such as Bell Green Silver Surfers and how people can improve their lives.

Members of the Silver Surfers with Anna Soubry MP on the 16th October 2012.

Moving Forward

The increase in membership and waiting list means that they need better equipment and therefore with their increased confidence in what they are doing they have successfully applied to Awards for All for £6500. This funding was used to purchase new computers as well as some more tutor time. They have also been successful in an application for Community First Funding (£2500) to fund more tutor time and additional computers. They have purchased a couple of tablets.

They have a very good relationship with the Management Committee of the Community Centre and any expansion or redevelopment of the Centre will also cater for their needs.

Conclusion

The Bell Green Silver Surfers is a fantastic example of how a small amount of funding can kick-start a group providing it with a renaissance. Not only does the group meet the criteria for improving Wellbeing, it is confident to apply for capital funding for new equipment and is also looking for future funding to support the project. The project supports an existing asset, the Community Centre, but has also built a relationship with the Management to ensure that any future development of the Centre supports their aim to grow and attract new membership.

Appendix B

An enhanced Neighbourhood Enforcement Officer Service and Place Based Caseworkers

Following the removal of Neighbourhood Action and the potential removal of the Neighbourhood Warden Service, the Neighbourhood Working Review has identified a potential shortfall in provision in relation low level environmental and community safety issues. In response to this, it is proposed to bolster the Neighbourhood Enforcement Officer Service within Environmental Services and to create the post of 'placed based' Case Workers within the Community Safety Team.

1. Neighbourhood Enforcement Officer Service (NEO)

1.1. **The current role of the service** is to deliver 'low level' enforcement in a variety of ways that can be tactically and quickly deployed in all parts of the City. This is achieved as follows:

- Fixed penalty notices are issued for littering and dog fouling offences. Their deployment and patrolling patterns is based upon intelligence supplied by service users, other agencies, etc.
- This service deals with the identification and removal of abandoned vehicles.
- The service is occasionally deployed to gather evidence from fly tipping episodes and various other environmental issues/offences ie. refuse in gardens, scrap metal storage in domestic premises, nuisance properties etc.
- They support the enforcement phases of projects like Care 4 Your Area, which are designed to reduce fly tipping.

1.2. Proposal

- To increase the number of Neighbourhood Enforcement Officers by a further 10 creating a total of 18,
- In addition creating two teams each with a Neighbourhood Enforcement Manager
- The Neighbourhood Enforcement Officer Service is currently available from 6.45am – 7.15pm Mon-Sat. It is proposed that this be increased to 7 days per week.

1.3. Cost: £350,000

2. Place Based Caseworkers

2.1. **The current role of the service** is to deliver and implement their own solutions to tackling low level community safety issues. This includes, but is not limited to:

- Intervening early to ensuring community safety issues do not escalate.

- Bringing together residents to discuss local community safety issues and working with them to design the solution where appropriate
- Providing a single point of contact for a local community safety issue, in particular where multiple agencies are involved
- Encouraging self help gating schemes
- Increasing Neighbourhood Watch and Resident Schemes

2.2. Proposal

- To create 3 place based caseworkers within the Community Safety Service.

2.3. Cost: £90,000

3. Day to day issues resulting from the potential changes:

- Q. It may be viewed, in some quarters, that there has been a movement away from 'community engagement/service' to enforcement.
- A. In reality the officers spend more time informally resolving issues through education, persuasion and behaviour change. Pure enforcement has always been reserved for those who have no intention of being good neighbours, respecting their local environment and complying with the law.
- Q. Neighbourhood Action and the Neighbourhood Warden Service's role in dealing with ASB will be lost.
- A. The increased specialist capacity within Community Safety will be able to work with the Community Development Service and local people in dealing with these issues and be better able to quickly escalate our response when required.
- Q. The Environment and Housing Enforcement Service will lose the resource that the larger Neighbourhood Warden Service had in monitoring and checking issues for this team i.e. compliance with various legal notices and identifying and securing evidence from fly tipped rubbish.
- A. An increased NEO service will take up some of this slack, but by no means all of the work. However, unlike the Neighbourhood Warden Service, the NEOs will be able to operate City wide and not be tied to specific geographical areas. The service will therefore be more flexible, responsive and can be quickly tactically deployed at known and emerging 'hot spots'.
- Q. The loss of the City Centre Wardens would reduce our presence in centre of the city.
- A. The NEOs already maintain a city centre presence and their remit would be expanded to deal with rough sleepers, aggressive beggars and unauthorised buskers and charity collections. This would be completed alongside their traditional duties of issuing fixed penalty notices for littering and fly tipping and trade waste offences in service areas. The proposed changes in working hours (6 days to 7 days per week) would enable the service to cover city centre issues like

unlocking and locking the City Centre barriers/gates at the beginning and end of each day.

- Q. With the loss of the Neighbourhood Warden Service there will be considerably less capacity and therefore the pace of 'Care 4 Your Area' would be slowed. It would enable the continuance of important behaviour changing projects which have been successful in reducing fly tipping and improving the appearance of residential areas i.e. 'Care 4 Your Area' and 'Environmental Grime Scenes'.
- A. These projects have always relied on community support and commitment. It is believed that these projects can be continued by the NEOs with the Community Development Service and the continued support of local people.

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Equality and Consultation Analysis Template

Context

Name of analysis	Neighbourhood Working Review
Officer completing analysis	Karen Buttle/Sarah Crawley
Date	27/06/2013
Version	V8

1. Briefly describe the area of work this analysis relates to:

On 26th February 2013, Council approved the Budget Report which included a review of Neighbourhood Working and a savings target of £700,000 in 2013/14, rising to £1m in 2014/15. This saving was identified against the City Services and Development Directorate and will be achieved through the deletion of Neighbourhood Management, which was subject to a separate review. This savings target is in addition to the savings Community Services are required to find of £3m in 2013/14, rising to £8m in 2014/15 and £15m in 2015/16.

In order to achieve these reductions it is proposed that the Neighbourhood Wardens Service be deleted along with the Health Development Officers and Public Health Nutritionist posts within the Health Development Service. To ensure a level of support is provided to individuals, communities, and within neighbourhoods, it is proposed that a Community Development Service be established. Additional posts will be created within increasing the number of Neighbourhood Enforcement Officers by 10 together with the creation of 3 Place Based Caseworkers within the Community Safety Team.

Scoping the analysis

2. Who are the key stakeholders, both existing and potential, that could be impacted by this work?

Groups of people who may be affected by this review include:

- Residents of Coventry – predominantly those living in Priority Neighbourhoods across the city.
- Ward Councillors – especially those representing the Priority Neighbourhoods across the city.
- Police – wardens provide a uniformed presence on the street and this is considered when Police are tasking resources to deal with specific issues.

Organisations and their staff who may be affected by this review include:

Coventry City Council's 56 permanent staff:

- Neighbourhood Warden Team (Community Services) 48
- Health Development Officers and Public Health Nutritionists (Community Services) 9

Other stake holders affected by this review:

- West Midlands Police
- Trade Unions
- West Midlands Fire Service
- Coventry & Rugby Clinical Commissioning Group
- Coventry and Warwickshire Partnership Trust

- Voluntary & Community Sector organisations working in the community (specifically within Priority Neighbourhoods)

3. From the list above, which of these constitute protected groups?

None of the key stakeholder groups constitute a protected group in their entirety. Residents and Council staff will contain individuals with protected characteristics. If any staff have protected characteristics this will be addressed directly with the staff as part of their Security of Employment.

4. Which of the key stakeholders (including representatives of protected groups) will need to be kept informed, consulted or actively involved in this area of work?

Key Stakeholder	Type of Involvement*	Method(s) used
Residents of Coventry (Focusing on Priority Neighbourhoods)	Consult	Public Consultation
Ward Councillors	Consult	Public Consultation
Staff affected	Consult	Formal staff consultation, supported by HR
West Midlands Police	Consult	Meetings and Public Consultation
Trade Unions	Consult	Meetings and briefing sessions
West Midlands Fire Service	Consult	Meetings and Public Consultation
Coventry & Rugby Clinical Commissioning Group	Consult	Meetings and Public Consultation
Coventry and Warwickshire Partnership Trust	Consult	Meetings and Public Consultation
Voluntary & Community Sector Organisations (Focusing on those working Priority Neighbourhoods)	Consult	Meetings and Public Consultation

* Information, Consultation or Involvement

5. Which, if any, parts of the general equality duty is the service relevant to? Please mark with an 'X'.

☐

Eliminate discrimination, harassment and victimisation.

☒

Advance equality of opportunity between people who share relevant protected characteristics and those who do not.



Foster good relations between people who share relevant protected characteristics and those who do not.

6. What information is available to be used as part of this analysis?

- Analysis of the Council's staff establishment and equalities data held by Human Resources
- Coventry demographic data focusing on Priority Neighbourhoods
- Service users information from the Health Development Service

7. What are the information gaps?

Some information about Council-employed staff is incomplete, for example, some ethnic origin fields are incomplete or unknown (10%).

It is not possible to fully understand the breakdown of the people who receive assistance/services from the Neighbourhood Wardens as this information is not collected. What can be shown is the demographic make-up of the Priority Neighbourhoods in which they work and the levels of multiple deprivation.

The Health Development Service data around service users is limited for Public Health Nutritionists and Health Development Officers, offering information on gender breakdown, with little information on age, ethnicity, and disability.

There is no data available at this stage for the Health Development Service regarding staff who identify as disabled. This will be added at a later date.

Through the public consultation and the further development of the Equalities and Consultation Analysis more information will be gained about the people who directly benefit from the present services and will therefore be affected.

Data analysis

8. Please summarise below the key issues that your data is telling you.

Service Users – The services are used by a cross section of residents in Coventry but predominately people from priority neighbourhoods. The support they receive is time limited, to address a specific problem/issue.

Health Development Service

Health Development Officers support to Service Users:

Health Development Officers - Service Users: Totals for the year April 2012 – 2013		
Total Number of service users = 4711		
Gender	Men 2884	Women 1827
Ethnicity = Total BME 1789	BME men 1064	BME women 725

Young people 16 - 18 years = 159	104 boys	55 girls
Client Group	Mental health / disability 124	

61% of all Health Development Service users are men which is significantly higher than the overall Coventry population of 50% male. Therefore male service users are likely to be disproportionately impacted on by this review.

38% of Health Development Service users are from a Black and Minority Ethnic origin when compared to the city's population overall (26% identify BME), the group is over-represented.

2.6% of Health Development Service users identify as having a disability or mental ill health, which shows an under-representation of disabled people compared to the city's population overall (6% identify as disabled).

Health Development Service – Public Health Nutritionists – service user information:

Health Development Service – Public Health Nutritionists – service user information Equality and Diversity work with BME Groups: 529 service users		
Activity	Women	Men
Newly arrived women from the Refuge centre/ Meridian centre	190 antenatal women	
Akimbo Women group (Refuge and Asylum Seeker women Cook/Eatwell group)	58 Women	
Somali Women nutrition promotion event	57 Women	
Nutrition session for Foleshill Walk group	16 Women	5 Men
Those accessing Food Bank	22 Women	12 Men
Training for Adult Social Care	Women Carers 169	
TOTAL	512 (97%)	17 (3%)

97% of service users who were supported by the Public Health Nutritionists are female. This is significantly higher than the city's population overall of 50%. Therefore female service users will be disproportionately impacted upon. A large proportion of these women are BME, including Refugee and Asylum Seeker women which are likely to be disproportionately affected by the review.

For the newly created Community Development Service this is a profile of Coventry's population by age and ethnicity illustrating the wide range of ages and ethnicities which will benefit from increased enforcement, and asset based development work within Priority Neighbourhoods.

Demographics Coventry Population and Age 2011	
Total population 316,960	%
Average age (all residents)	34
% aged 0 -14	18.5
% aged 15-29	25.1
% aged 30-44	20.1
% aged 45-59	16.8
% aged 60-74	12.4
% aged 75-84	4.9
% aged 85+	2.1
% aged 16 -64 (working age)	65.5

The age breakdown for all residents shows that the potential beneficiaries of the services being proposed to be deleted and also created are a cross section of all ages.

Ethnicity Breakdown in Coventry in 2011 %	
Ethnicity (% BME)	33.4
% White British	66.6
% White Irish	2.3
% White Gypsy or Irish Traveller	0.0
% White Other	4.9
% Mixed	2.7
% Asian British: Indian	8.8
% Asian British: Pakistani	3.0

% Asian British: Bangladeshi	0.9
% Asian British: Chinese	1.2
% Asian British: Other	2.4
% Black British: African	4.0
% Black British: Caribbean	1.0
% Black British: Other	0.5
% Other	1.6

This table above shows the majority of residents across the city who will be beneficiaries of the new services will be White British.

Neighbourhood Warden Service – Potential past and present service user information:

The Neighbourhood Warden Service operates from a number of deprived areas across the city.

These are:

Hillfields	Tile Hill	Ball Hill
City Centre	Canley	Foleshill
Spon End	Willenhall	Wood End
Radford	Stoke Aldermoor	Longford
Holbrooks	Ernesford Grange	

Certain areas such as Foleshill have a higher proportion of BME people (66% identify as BME) therefore this review could impact on them negatively.

Spon End (Sherbourne Ward), Willenhall (Binley and Willenhall ward), and Woodend (Henley Ward) have predominantly White British residents at over 90%. Therefore this review could have a greater negative impact on this ethnic group.

There is a very low median age of residents in Foleshill of 28, and Radford of 33 (Figures from 2007). This median age is below the city's overall median age of 34 years (2011). With the potential reduction in nutritional information and support for young families this review could have a negative impact.

The table shows specific Indicators of Deprivation focussing on Priority Neighbourhoods within Coventry which have higher levels of Health Development and Neighbourhood Warden Service support.

Lower Super Output areas	IMD rank* (Index of multiple deprivation) (2010)	% of children in poverty (2010)	% fuel poor households (2011)	% on out of work benefits (2012, average of quarters)
Coventry	-	26.4%	21.1%	14.4%
Wood End – Hillmorton Road	36	65.6%	18.9%	36.5%
Willenhall - Chace Stretton	175	49.9%	20.3%	48.6%
Bell Green - Roseberry Ave	188	59.3%	26.5%	43.2%
Willenhall Wood - Middle Ride	194	53.6%	25.4%	40.9%
Willenhall - Robin Hood & Mary Slessor	286	53.2%	22.6%	35.8%
Hillfields Village & Motor Museum	387	56.7%	27.0%	35.5%
Aldermans Green - Deedmore Road W	414	61.5%	17.5%	33.3%
Paradise - Awson Street	433	49.0%	25.7%	31.3%
Tile Hill North - Jardine Delius	696	39.9%	23.2%	36.7%
Henley Green West	897	52.3%	23.4%	34.6%
Stoke Aldermoor North & East	998	44.6%	19.7%	28.0%
Lower Spon Street	1004	56.5%	24.1%	31.1%
Stoke Aldermoor Village	1012	42.2%	25.1%	24.6%
Swanswell - Leicester Causeway	1221	41.8%	21.5%	26.9%
Attoxhall Road	1429	35.9%	23.9%	35.5%
Hillfields - Canterbury Raglan Streets	1487	54.5%	30.2%	22.0%
Foleshill - Paragon Park Red Lane	1597	47.3%	28.5%	27.4%

The majority of these areas have over 45% of children living in poverty compared to the general population of Coventry which is 26%. Woodend, specifically in the area of Hillmorton Road has over 65% of children living in poverty. This is extremely high and represents many of the residents who would need to access Health, Education, and Employment support. The highest percentage of people on out of work benefits is within Bell Green (Longford Ward) at 48.6%.

The new asset based approach will build on existing community capacity, and local and citywide services to support individuals, communities and neighbourhoods to address the factors and causes of poverty.

There are considerable differences between Council staff in the Health Development Service and the Neighbourhood Wardens. This is reflected in the information tables below and within the commentary.

Health Development Service Staff: 11 Members of staff, of which 2 temporary staff will have left by the end of June 2013. Therefore they have not been counted within these figures.

Position Status (June 2013): 9 Members of staff									
Full Time		Part Time			Permanent			Temporary	
89%		11%			100%			0%	
Age									
16-24	25-34	35-44	45-54	55-64	65-74				
0%	0%	33%	33%	34%	0%				
Gender									
Male				Female					
0%				100%					
Disability									
Disabled			Not Disabled			Unknown/Refused			
11%			78%			11%			
Ethnicity									
Asian Indian	Asian Pakistani	Black African	Black Caribbean	Mixed White/Black Caribbean	Other Asian	Other Mixed Background	Unknown	White British	White Irish
22%	0%	11%	11%	0%	0%	0%	0%	56%	0%

- 100% of Health Development Service staff who will be affected by the review are in full time employment
- The Health Development Service is 100% women which is significantly higher than Council staff at 71%. Therefore women will be disproportionately impacted.
- 56% of the staff group identify as White British. This is a much lower representation than the Council's staff as a whole. 22% of the staff are Black African/Caribbean which is much higher than the overall Council Staff total of 4%. Therefore within the Health Development Service Black staff will be disproportionately impacted.

- This is a very small sample size for the Health Development Service of only 9 staff.

Neighbourhood Wardens: 48 Members of Council Staff

Position Status (June 2013)									
Full Time		Part Time			Permanent			Temporary	
100%		0%			100%			0%	
Age									
16-24	25-34	35-44	45-54	55-64	65-74				
2%(1)	21%(10)	23% (11)	46%(22)	8%(4)	0%(0)				
Gender									
Male				Female					
52% (25)				48% (23)					
Disability									
Disabled			Not Disabled			Unknown/Refused			
4%			73%			23%			
Ethnicity									
Asian Indian	Asian Pakistani	Black African	Black Caribbean	Mixed White/Black Caribbean	Other Asian	Other Mixed Background	Unknown	White British	White Irish
8%(4)	4%(2)	2%(1)	4%(2)	2%(1)	2%(1)	4%(2)	10%(5)	73%(35)	2%(1)

- All Council Neighbourhood Warden staff who will be affected by the review are in permanent full time employment
- The Neighbourhood Warden Service has 48% women which is significantly lower than the council average of 71%. Therefore men will be disproportionately impacted.
- 54% of the Neighbourhood Warden staff are over 45 which is comparable to the Council average of 57%.
- 73% of the staff group identify as White British. This is not significantly different from the Council staff average of 76%.
- 4% of Neighbourhood Warden Service staff identify as disabled, which is below the Council staff population of 6%, although 23% of people refused to give this information or it is not known, which could change these figures significantly.

Council Staff - The staff who are affected by this review are all City Council employees and therefore employee data is available via Human Resources. This information tells us for both the Health Development Service and the Neighbourhood Warden Service that:

- All of the staff who will be affected by the review are in full time employment
- There are slightly more women employed in the affected teams at 59%, which is significantly less than the council average of 70.86%. Therefore men will be disproportionately impacted.
- 71% of the staff are White British which is slightly lower than the Council's population of 76%.
- 56% of the workforce is aged over 45 which is almost identical to the City Councils average of 57.11%

Generating and evaluating options

9. What are the different options being proposed to stakeholders?

- It is proposed that the Neighbourhood Warden Service is deleted
- It is proposed that the Health Development Officers and Public Health Nutritionists posts within the Health Development Service are deleted.
- It is proposed that an additional 10 Neighbourhood Enforcement Officers and 2 Neighbourhood Enforcement Managers are recruited
- It is proposed that 3 Place Based Caseworker posts are created and recruited to in the Community Safety Team
- It is proposed that the Community Development Service is created, with 12 Community Development Officers and 2 Community Development Managers, with a Business Support Officer. This service will predominantly focus on priority neighbourhoods and in particular, those areas where services will be withdrawn i.e. Wardens and Health Development Services.

Service Users – The Neighbourhood Warden Service will be deleted, aspects of this service will be picked up by the Neighbourhood Enforcement Officers, and therefore residents will still benefit from elements of the work the wardens currently undertake covering Community Safety and Environmental issues.

The Neighbourhood Enforcement Officers will provide a service across the whole of the city with a predominate focus within priority neighbourhoods. This flexible approach will ensure that non-priority areas will receive a service to deal with community safety and environmental enforcement when it is required.

The Health Development Officers and Public Health Nutritionists posts will be deleted however the roles within the newly created Community Development Service will pick up elements when working towards the implementation of Coventry as a Marmot City. Through an asset based approach within neighbourhoods and communities the Community Development workers will be able to work with communities to develop and activities to deal with the causes of deprivation; such as; crime, employment, a poor living environment etc.

Council Staff – The creation of Neighbourhood Enforcement Officers, Place Based Caseworkers and the Community Development Officers and Managers will enable staff in the service being deleted to be considered for these posts subject to Security of Employment.

10. How will the options impact on protected groups or those experiencing deprivation?

Age

- **Service users** – there is very minimal information on the age of service users within both the Health Development Service and Neighbourhood Wardens Service. Young people and mothers are supported within the Health Development Service at present.
- **Council Staff** - The age profile of the staff group shows that 12% of Council staff across both services are aged 55 or over. Approximately 25% of the overall Council staff group is aged 55 or over, meaning that this age group is under-represented within the group of staff affected by the proposal.

Race & Ethnicity

- **Service users** – 44% of all service users of the Health Development Service identify as BME. When compared to the city's population overall (26% identify as BME), the group is over-represented.
- **Council Staff** - 67% of the staff group identify as White British. This is broadly representative of the Council's staff as a whole.

Disability

- **Service users** – the disability data is extremely limited for service users of the Health Development Service and Neighbourhood Warden Service.
- **Council Staff** – 11% of the Health Development Staff identify as disabled which is higher than the Council staff at 6%. 4% of Neighbourhood Warden Service staff identify as disabled, which is below the Council staff population of 6%, although 23% of people refused to give this information or it is not known which could change these figures significantly

Gender:

- **Service users** – 61% of all service users supported by the Health Development Officers are men which is significantly higher than the overall Coventry population of 50% male. Therefore male service users are likely to be disproportionately impacted by this review.
- 97% of service users supported by the Public Health Nutritionists are female. This is significantly higher than the city's population overall of 50%. Therefore female service users will be disproportionately impacted by this review.
- The Neighbourhood Warden Service works across priority neighbourhoods therefore it is likely to impact upon 50% male and 50% female service users.
- **Council Staff** - 56% of the staff group are female. Coventry City Council's workforce overall is 71% female, therefore females are under-represented in the affected staff group.

Pregnancy/Maternity

- **Service users** – there will be no obvious impact on service users who are pregnant or women on maternity leave.
- **Council Staff** - Staff who are pregnant or on maternity leave during the consultation and implementation phase would be communicated with appropriately and would have opportunity to contribute during the staff consultation. Staff with this protected characteristic would not be disproportionately affected by the proposal and would be protected by the City Council's maternity provisions and Security of Employment Agreement.

Sexual Orientation, Religion/Belief, Gender reassignment: No specific issues were identified for these protected groups.

How the option will impact on those experiencing deprivation:

The geographical focus of the Neighbourhood Warden Service is Priority Neighbourhoods as defined by the Indices of Multiple Deprivation 2010. The Index of Multiple Deprivation (IMD) provides a measure of relative deprivation for each of the 32,482 Lower Super Output Areas (LSOA) in the UK. A LSOA is a geographical area designed for the collection and publication of small area statistics.

The Overall IMD score is based on the below sub domains and weighted as follows:

IMD type	Weighting
Income Deprivation	22.5%
Employment Deprivation	22.5%
Health Deprivation	13.5%
Education Deprivation	13.5%
Barriers to Housing Deprivation	9.3%
Crime Deprivation	9.3%
Living Environment Deprivation	9.3%

Willenhall, Woodend, Hillfields and parts of Foleshill are all within the highest 500 areas in the UK experiencing deprivation. The Indices of Multiple Deprivation is based partially on Health and Crime figures. Both of these factors are likely to have been positively affected by the Health Development Officers, and Nutritionists, as well as the Neighbourhood Wardens Service which covers these areas. Therefore if the service is stopped within these communities there could be the potential for these factors to deteriorate further increasing deprivation levels.

Indications of any deterioration would be through increasing levels of Anti-Social Behaviour, loss of health advice and support, particularly nutritional advice and assistance, potentially leading to lower birth weight babies, and over time an increase in chronic ill health conditions.

11. Please detail how you could mitigate any negative impacts.

People who use the service – the creation of the Community Development Service and the way this new service will operate will mitigate some of the impact on residents within

Coventry as they will work across the city. The new team will be able to work with communities and individuals to identify and build on the assets within priority neighbourhoods and other areas of the city with the aim of enabling individuals to have greater influence and control over what happens in their lives and the area in which they live, through active participation in community based working. The success of asset based working stems from the community itself generating opportunities to capitalise on identified assets and/or agreeing on an issue they want to change. This approach will ensure that it is problems identified by the local community which are addressed, resulting in a service which is more responsive to the needs of local people.

Being a Marmot City means we will be working towards achieving 6 objectives; these will be a focus of the Community Development Team.

They are:

- Give every child the best start in life
- Enable all children, young people and adults to maximise their capabilities and have control over their lives
- Create fair employment and good work for all
- Ensure healthy standard of living for all
- Create and develop healthy and sustainable places and communities
- Strengthen the role and impact of ill health prevention

The responsibility of being a Marmot City is on the whole of the City Council and its key partners, to change the way that they are working. All activity undertaken throughout the Council will need to consider the 6 objectives and ensure that activity doesn't adversely impact on achieving them and actively try to support them.

The community based working will look to address the issues causing multiple deprivation, including crime, health, employment, and education as they are identified by communities and individuals.

Neighbourhood Enforcement Officers within Environmental Services and Place Based Caseworkers within the Community Safety Service will address at a reduced level both environmental and ASB issues/offences across the whole of the city, these issues were previously covered by the Neighbourhood Wardens but only within specific areas of the city. The Neighbourhood Enforcement Officers are able to issue fixed penalty notices, wardens do not issue enforcement notices. An increase in the number of Enforcement Officers will result in an improvement in the environment as people will be actively discouraged from littering through enforcement activity. This team of officers can be tasked to work across the whole of the city and will focus on priority areas identified through feedback from residents, Members and partner organisations. The Place Based Caseworkers will also work across the whole of the city to support residents with low level community safety issues via referrals.

This will have a positive impact on resident's health and wellbeing through improvements in the Living environment, reductions in crime, by tackling the causes of these through enforcement and support.

The teams which will be created will not specify who they are able to support. The Community Development Service, Neighbourhood Enforcement Officers and Place

Based Caseworkers will support regardless of any protected characteristics. They will respond to issues as they are identified and in the case of the Neighbourhood Enforcement Officers will proactively undertake enforcement activities.

The Community Development Service will operate across the whole of the city but with a particular focus on priority neighbourhoods. Due to the nature of the priority neighbourhoods these will be the areas which will require additional support to help communities. This focus will mitigate the loss of the specific work undertaken by the Health Development Officers as working within Marmot principles will ensure that Health issues are proactively targeted within these neighbourhoods.

The service will primarily be proactive working within communities by identifying issues and carrying out activities to engage residents in addressing them. Community issues may be raised directly by residents but also through Members, officers and other agencies.

Council Staff – currently, there are 57 members of staff in total. Every effort will be made to reduce the number of compulsory redundancies required if the proposal is implemented.

Employees will be subject to the provisions of the City Council's Security of Employment Agreement which will offer options of early retirement, redundancy and redeployment. HR and Management will work together to ensure there is strict vacancy control and redeployment opportunities are widely communicated. Every effort will be made to secure employment for those who wish to continue their employment with Coventry City Council.

The increase in the Neighbourhood Enforcement Officer Service and the introduction of Community Safety Caseworkers focusing on locations and the Community Development Service may provide redeployment opportunities for some of those staff displaced both within this review and those remaining staff within Neighbourhood Action.

12. Identify which contractors or service users would be negatively affected by the options

Contractors – these are not likely to be independent/private providers, but locally based community and voluntary sector organisations, are likely to see a reduction in support within their area but will benefit from a more targeted approach, addressing the issues identified by local people.

Service Users – certain neighbourhoods with higher levels of multiple deprivation are likely to experience some negative effects due to a reduction in focussed support on health related issues, however where possible these will be address by the Community Development Service working to Marmot principles. In areas such as Foleshill and Hillfields this could have a greater impact on groups and individuals within the Black and Minority Ethnic Communities, including Refugees and Asylum Seekers.

Women are more likely to be negatively affected with the reduction in nutritional advice within their Neighbourhoods and Communities. Men are more likely to be impacted on negatively with the reduction in health development support.

The city will see an increase in the levels of enforcement for environmental issues improving the living environment for residents not only in Priority Neighbourhoods but across the city.

They will also be an increase in activity to address low level crimes through the introduction of the Place Based Caseworkers, by the nature of crime patterns this will predominantly mean an increase in support in Priority Neighbourhoods.

Formal consultation

- 13. Who took part in the consultation? *Please also specify representatives of any protected groups.***

Formal public consultation will take place from July 2013 to August and Staff consultation from October 2012 to November 2013, subject to approval.

- 14. What were the key findings of the consultation?**

- 15. Are there any gaps in the consultation?**

- 16. Following the consultation, what additional equality issues have emerged?**

- 17. Which of the options have changed following consultation and equality analysis, and how?**

Equality impact of final option

- 18. Please confirm below which option has been chosen for implementation.**

[Click **here** and type]

- 19. Please indicate which of the following best describes the equality impact of this analysis.**

☐

There will be no equality impact if the proposed option is implemented.

☐

There will be **positive equality impact** if the proposed option is implemented.

☐

There will be **negative equality impact** if the preferred option is implemented, but this can be objectively justified.

Please state clearly what this justification is and what steps will be taken to ameliorate the negative impact.

[Click **here** and type]

20. What will be the impact on the workforce following implementation of the final option? Please make reference to relevant equality groups (with protected characteristics under the Equality Act).

[Click **here** and type]

Formal decision-making process

Please detail below the committees, boards or panels that have considered this analysis

Name	Date	Chair	Decision taken

Approval

This equality analysis has been completed by:

Officer

Service Manager

Note: Failure to comply with duties on equalities and consultation will put the Council (and specifically the elected member or officer making the decision) at risk of judicial review

Director

Elected Member

Date

Monitoring and review

This section should be completed 6-12 months after implementation

- a) Please summarise below the most up to date monitoring information for the newly implemented service, by reference to relevant protected groups.**

[Click **here** and type]

- b) What have been the actual equality impacts on service users following implementation?**

Analyse current data relating to the service and think about the impact on key protected groups: race, sex, disability, age, sexual orientation, religion or belief, pregnancy or maternity, gender reassignment.

It may help to answer the following questions: Since implementation

- Have there been any areas of low or high take-up by different groups of people?
- Has the newly implemented service affect different groups disproportionately?
- Is the new service disadvantaging people from a particular group?
- Is any part of the new service discriminating unlawfully?

[Click **here** and type]

- c) What have been the actual equality impacts on the workforce since implementation?**

[Click **here** and type]

Equality Analysis and Consultation Template
July 2012 · Version 2.0.1

The latest version of this template can be found at:
<http://beacon.coventry.gov.uk/equalityanddiversity/>
Please ensure you are using the latest version of the template.

Cabinet
Scrutiny Co-ordination Committee

9 July 2013
10 July 2013

Name of Cabinet Member:

Cabinet Member (Strategic Finance and Resources) – Councillor Gannon

Director Approving Submission of the report:

Chief Executive

Ward(s) affected:

None

Title:

Council Plan – Performance Report 2012/13

Is this a key decision?

No

Executive Summary:

The current Council Plan setting out the vision and objectives for 2011- 2014 was approved by Council in June 2011. The performance report looks at the progress that has been made during the second year of the plan in relation to the plan priorities and a set of key headline indicators. Where applicable contextual information has been included to describe what is happening in Coventry and how this compares with elsewhere.

The Council Plan will be revised for 2013/14 onwards to reflect new aspirations for Coventry and revised council's objectives and to take forward key priorities and actions. The revised Council Plan will be reported later in the year together with baseline information upon which to measure future progress; including the revision of equality indicators.

Recommendations:

Cabinet is asked to:

- (i) Approve the end of year performance report
- (ii) Note that a revised Council Plan will be prepared and reported to Cabinet and Council

Scrutiny Co-ordination Committee is asked to consider the content of the report and identify any areas to be addressed in the work programmes of the Scrutiny Boards.

List of Appendices included:

Appendix A – Council Plan, End Year Performance Report 2012/13

Background papers:

None

Other useful documents

Council Plan 2011 – 14

Council Plan – Half Year Performance Report 2012/13 December 2012 <http://goo.gl/KviFb>

Has it been or will it be considered by Scrutiny?

Scrutiny Co-ordination Committee – 10 July 2013

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: Council Plan - Performance Report 2012/13

1. Context (or background)

- 1.1 The current Council Plan setting out the vision and objectives for 2011-14 was approved by Council in June 2011. The report looks at performance for 2012/13 which is the second year of the plan and identifies progress made in relation to the Council Plan priorities and a set of key headline indicators. The report builds upon the half-year information presented to Cabinet in December 2012. Where applicable wider contextual information is included to help to understand what is happening in Coventry's performance and how this compares with other areas.

2. Options considered and recommended proposal

- 2.1 The performance report, Appendix A, shows that good progress has been made for 2012/13 with 71% of the Council Plan indicators having either improved or stayed the same. Only 15% got worse despite the challenging external environment, the financial challenges and the major restructuring and downsizing that the Council has had to continue to make.
- 2.2 However there are still significant issues facing the Coventry and that the Council's plans for the city need to be much more aspirational if the city is to be able to compete with other cities in the UK and abroad. The Council believes that Coventry needs to be open for business to enable the city to grow and become more prosperous and better meet the needs of the city. Economic prosperity is needed to achieve the social justice for local people and tackle inequality.
- 2.3 The Council Plan vision and objectives will therefore be revised for 2013/14 to reflect these aspirations and set out new priorities for the Council. Areas for activity will include business, enterprise and trade including the regeneration of the city centre; provision of aspirational and affordable housing; education and skills and access to employment; transport; and support for the most vulnerable people. To achieve these priorities the Plan will also focus on new ways of working and use of resources both within the council and through working with partners; service users; and communities to make a bolder city.
- 2.4 As one of the Marmot cities, Coventry recognises that health inequalities results from other areas of social deprivation. The revision of the Council Plan provides the opportunity to further embed the wider determinants of health into the Council Plan and to make sure that all service areas contribute to reducing health inequality in the City.
- 2.5 The Council Plan aims to promote equality of opportunity through all of its priorities, one of which currently specifically aims to protect the city's most vulnerable residents. The current Council Plan has 22 objectives and the majority of these have a significant impact on equality in the city. As a result these have been determined to be the Council's equality objectives for the three years of the current Plan.
- 2.6 In addition to the overall performance indicators that have been identified to track progress on the Council Plan, progress on specific equality measures has been included to show progress on the equality objectives, and this is summarised in the performance report, Appendix A. A more detailed report on the equality objectives will be presented to Cabinet Member with responsibility for equalities. The equality objectives will be revised once the revised Council Plan for 2013-16 has been formally approved.

3. Results of consultation undertaken

- 3.1 Perception measures collected twice a year through the telephone surveys are used in the performance report to help to understand Coventry citizens' views of the Council and its services.

4. Timetable for implementing this decision

- 4.1 This report is the top level summary of the reporting framework. A revised Council Plan for 2013-16 will be reported later in the year together with baseline performance information upon which to measure future progress. The web-based reporting system continues to be updated on a regular basis so that it contains the most up-to-date performance information.

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

The reporting arrangements outlined in section 6, have been developed around the existing performance management system and ICT provision. There have been no additional costs identified.

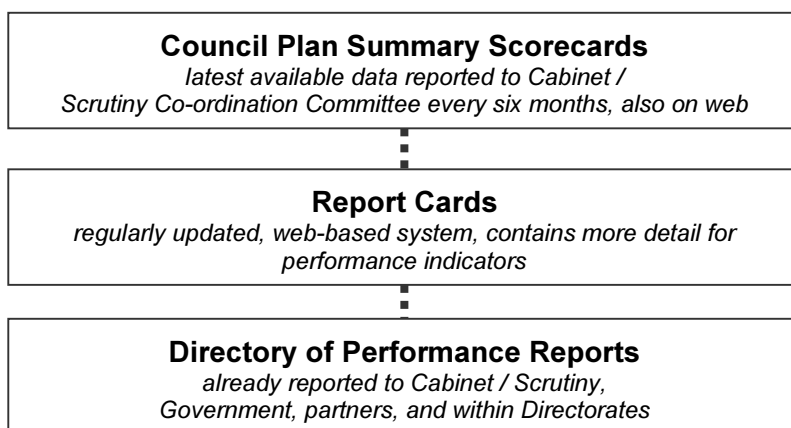
5.2 Legal implications

The Council Plan forms part of the Council's Policy Framework and Cabinet is required to ensure that it is appropriately implemented and monitored. In October 2010 the Government announced changes to the national performance framework for local government, removing the requirement to monitor and produce Local Area Agreements and replacing the National Indicator Set with a single comprehensive list of all the data that it expects local government to provide to central government. This has meant that there is now more flexibility to select performance measures and to determine arrangements that meet the Council's priorities at a local level. This report describes the reporting arrangements for the Council Plan which also need to take account of the Government's Code of Recommended Practice for Local Authorities on Data Transparency.

6. Other implications

6.1 How will this contribute to achievement of the Council's key objectives / council priorities (council plan/scorecard) / organisational blueprint / Coventry Sustainable Community Strategy?

6.1.1 This report measures progress in relation to the Council Plan 2011- 2014 vision, objectives, values, and ways of working. The arrangements for reporting progress on the Council Plan and for making performance information more accessible to a wider audience including public, partners, and senior managers, consist of three levels.



- 6.1.2 The performance report presents a high level summary of the key messages arising from the end of year review of the Council Plan. The information is presented through the summary scorecards of which there is one for each of the following Council priorities: for jobs and growth; for better pavements, streets and roads; to support and celebrate our young people; to protect our most vulnerable residents; our values and we will transform the council to enable us to deliver our vision and objectives. The performance report is attached as Appendix A.
- 6.1.3 A variety of indicators are used to give an overall picture of performance, the different types include:
- Outcome indicators that show real long term differences, e.g. life expectancy.
 - Important local indicators that Council does not directly control, e.g. Job Seekers Allowance claimants.
 - Service delivery output indicators that show how much we have done of something, e.g. miles of roads repaired.
 - Input measures for efficiency, e.g. sickness figures.
 - Perception indicators that show what people think of the Council e.g. percentage of respondents satisfied with a service.
- 6.1.4 The summary scorecards present the latest available performance data and also highlight anything that is new over the previous six months. Where the previous year's data is available and/or comparisons with the national/regional rate exist, these have been used to assess progress. In some cases changes have been made to the indicators used either to improve reporting, to match national changes to data or because data is no longer available. These changes are marked as "new" or "revised" in the Council Plan indicator summary which is at the back of Appendix A.

- 6.1.5 The summary scorecards contain links to web-based report cards, which provide more detail below the headline indicators and include performance trends and targets. There are also links to other performance reports which are published for Cabinet Members, Scrutiny Boards and for Central Government; these are made available through a Directory of Performance Reports and give context and the story behind the headline indicators.
- 6.1.6 The end of year report includes examples to show how the Council has demonstrated the values of *being honest, fair and transparent when we make decisions, working with residents, communities and partners to get things done and celebrating all that's good about our city and its future.*

6.2 How is risk being managed?

The performance management framework helps the Council to manage risk by systematically measuring progress in relation to the priorities of the Council Plan. This means that areas where good progress is being made can be identified, as well as those areas where progress is not as expected and where corrective action may be needed.

6.3 What is the impact on the organisation?

The Council Plan vision and objectives impact on all of the Council's directorates. Effective performance management arrangements at all levels will help to ensure that the Council's priorities are delivered

6.4 Equalities / EIA

Planning and reporting on the Council priorities and objectives will have due regard to the duty under section 149 of the Equality Act 2010 and the need to (a) eliminate unlawful discrimination, harassment, victimisation; (b) meet the needs of people regardless of their background and (c) encourage all people to participate in public life or in other activities where their participation is low.

In December 2012 Cabinet approved an additional objective for section 10 of the plan: *the diversity of the Council's workforce is representative of the local community*. This is a more specific equality objective which will also be reported in more detail in August 2013 through the Workforce Profile Report.

Setting equality objectives contributes to meeting the Equality Act 2010 specific duty regulations (2011). The Council consulted with local equality groups when setting the equality measures linked to the Council Plan.

6.5 Implications for (or impact on) the environment

The Council Plan includes the objective...we will make the best use of all our resources and the Council's carbon footprint is reduced. Progress will be measured through energy use in Council buildings and schools and CO₂ emissions from Local Authority operations.

6.6 Implications for partner organisations?

Reporting arrangements are also in place to support the monitoring of progress of the Sustainable Community Strategy. Whilst this report reflects progress against the Council's priorities, it also includes actions and measures where the contribution of partners is key to their delivery. The contribution of partners is reflected in individual summary scorecards.

Report author(s):**Name and job title:**

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Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Jenni Venn	Assistant Director Policy, Partnership and Performance	Chief Executive's	2 May 13	20 May 13
Martin Yardley	Director	City Services and Development	17 May 13	21 May 13
Colin Green	Director	Children Learning and Young People	17 May 13	21 May 13
Bev Messinger	Director	Customer and Workforce	17 May 13	21 May 13
Brian Walsh	Director	Community Services	17 May 13	21 May 13
Chris West	Director	Finance and Legal	17 May 13	
Surindar Nagra	Policy and Communities Officer	Chief Executive's	2 May 13	7 May 13
Si Chun Lam	Corporate Performance Officer	Chief Executive's	2 May 13	2 May 13
Bev McLean	Performance Information Officer	Chief Executive's	2 May 13	2 May 13
Other members				
Names of approvers for submission: (officers and members)				
Finance: Neil Chamberlain	Finance Manager	Finance & legal	25 June 13	25 June 13
Legal: Andrew Burton	Senior Solicitor	Finance & legal	7 May 13	10 May 13
Director: Martin Reeves	Chief Executive	Chief Executive's	17 May 13	
Members: Cllr. Gannon	Cabinet Member	Strategic Finance and Resources	21 June 13	24 June 13

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

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Council Plan 2011–2014

End of Year Performance Report

2012/13

Corporate Performance Team

Policy, Research, Partnership and Performance Division
Chief Executive's Directorate
Coventry City Council

July 2013

Council Plan 2011 – 2014

The Council Plan sets out the city's vision, values, ways of working and priorities for 2011-2014, based on our commitments to the people of Coventry and the issues that residents have told us are the most important to them. It was approved by Council in June 2011. Find out more at www.coventry.gov.uk/councilplan/.

Vision and Objectives	Coventry proud to be a city that works...			
	...for jobs and growth	...for better pavements, streets and roads	...to support and celebrate our young people	...to protect our most vulnerable residents
Values	We're proud to do this by...			
	... being honest, fair and transparent when we make decisions ... working with residents, communities and partners to get things done ...celebrating all that's good about our city and its future			
The way we work	We will transform the council to enable us to deliver our vision and objectives by...			
	...reviewing and improving services ...using resources effectively ...supporting councillors and staff			

Key

A number of symbols are used in the report to illustrate the progress made by the Council, and the Council's performance towards the targets set against each of the headline indicators. The symbols and their meaning are set out below.

Symbol	Progress	Target
	Indicator progressing in the right direction (towards target)	On-target
	Indicator moving in the wrong direction (away from target)	Off-target
	Indicator progress is similar or unchanged	
	Not available	

Find out more

This report is a high-level summary of the Council's performance at the end of year 2012/13. It forms part of the Council's performance reporting arrangements. Further information, including detailed report cards setting out trend data, a directory of performance reports and the Council's policies and strategies, is made available on the performance pages on the Council's website:

www.coventry.gov.uk/performance/





Coventry, proud to be a city that works...

The Council Plan 2011 to 2014 was approved by Council in June 2011. This end of year performance report for 2012/13 consists of a high-level summary of the key messages and a summary scorecard for each priority. Each summary scorecard sets out the activity undertaken towards achieving the Council's objectives and the progress achieved to date, including the Council's performance towards its headline indicator targets. Where the previous year's performance data is available, or where a comparison with national, regional or other comparable performance data can be made, this has been used to assess progress. Where the indicator is new this year, the outturn for 2012/13 will be used as the baseline for future comparison.

... for jobs and growth

The UK economy has seen low growth over the past twelve months. Gross domestic product is only 0.3% higher than last year; and has not yet recovered to pre-recession levels. Local figures suggest that Coventry's economy has grown even more slowly than other cities in the local area and the national average since the recession. The city centre continues to under-perform, and this consequently impacts on our ability to attract businesses. The number of people claiming Jobseekers Allowance has fallen, but it is estimated that there are still fewer residents in work in 2012 than there were before the recession. Despite the continuing weak economic environment, the Council is trying to increase local employment through the Jobs Strategy and Apprenticeship Strategy. The Council is also playing a role to kick-start improvements to the city centre through Public Realm works and the planned move to Friargate, and in working with businesses and neighbouring local authorities to address the structural changes in the local economy through the Local Enterprise Partnership.

The relocation and enhancement of the Job Shop has also helped to support unemployed people and get them back into work through skills training. Focusing upon young people, the Council created 54 new apprenticeships in 2012/13 and facilitated a further 97 apprenticeships or placements with local employers. The number of young people age 16 to 24 not in education, employment or training has fallen slightly and Coventry is doing better than the West Midlands regional average. The Coventry and Warwickshire City Deal received initial agreement from Government in February 2013; this looks to build on the existing strengths and assets of the region to drive growth in high-value advanced manufacturing and engineering through investment in skills, particularly in addressing the area's engineering skills shortage.

... for better pavements, streets and roads

The Council has continued steady investment into the city's highway network. During 2012/13, a further 74 miles of carriageway and 11 miles of footways have had treatment programmes undertaken on them. The result of the annual road and footways survey confirms that improvement or a steady state is being maintained. Disappointingly only 35% of residents surveyed in March 2013 were satisfied with roads in Coventry. There has been a 25% increase in service enquiries relating to potholes, suggesting that the effects of cold winter conditions has had an impact on residents' perceptions of the road network. The number of fly tips has reduced by 10.7% upon the previous year. This has been achieved through targeted projects designed to change the behaviour of people living in areas which have traditionally suffered from high levels of fly tipping. Provisional figures suggest that there has been slightly less waste recycled or composted as compared to the previous year. Improvements are expected in 2013/14 when a new incentive scheme for residents is launched along with three Recycling Champions working to promote the Blue Bin Scheme.

... to support and celebrate our young people

The Council expects every child and young person to attend a good or outstanding school. In November 2012, Ofsted, the schools inspectorate, reported that 42% of Coventry children attended primary schools judged good or outstanding, placing Coventry in last place and 81% for secondary schools (33rd place). The Council is working closely with schools on a programme of support and challenge to help them improve, and the latest data shows an increase in the proportion of children and young people attending a good or outstanding school to 59.8% and 85.6% respectively, although there is still a need to continue and accelerate this improvement particularly in the primary school sector.

Children and young people are doing better in their exams and assessments: 9 out of 10 are making the expected rate of

progress from Key Stage 1 to Key Stage 2; 58.7% are achieving five good GCSEs including English and Maths and in-line with the England average; and 97.7% are passing their A-Level exams.

Coventry is working to safely reduce the number of looked after children by investing in early intervention programmes. Provisional data, however, suggests that demand for services continues to increase with high numbers of social care referrals; children subject to a child protection plan; and children looked after by the local authority. A particular focus has been on improving adoption rates in Coventry, and the adoption service has improved the way in which it tracks and plans for adoptions, which should result in improvements for 2014/15.

... to protect our most vulnerable residents

Coventry is a city of contrasts: people living in the least deprived part of the city live longer and healthier lives than someone living in the most deprived part of the city. As one of the seven Marmot cities, the Council aspires to improve the health of all people living in Coventry to match the best in England. A key priority for the Council is to ensure that all service areas consider what they can do to help reduce health inequalities, and to ensure that key Marmot indicators are embedded into the Council Plan.

The total number of crimes reported was down by 11.7%. The reduction has been across all categories with the exception of burglary of dwellings and overall violence.

Demand for services for vulnerable residents remains high, and this is made more challenging by the reduction in financial resources available to the Council. Self-directed support is one way in which social care clients are able to design the support or care arrangements that best suit their specific needs. By March 2013, over nine in ten of eligible clients receive self-directed support, up from 50% a year ago.

The Council has prevented 976 cases from becoming homeless through a range of interventions; 991 homelessness assessments were carried out in 2012/13 with 545 households being determined as statutory homeless, a slight reduction from 578 households in 2011/12. The implementation of Welfare Reform may well have an impact on these figures in the future.

The Council commissions a range of services to help encourage healthy lifestyles, for instance, services to help people to stop smoking and to recover from drug and alcohol misuse. In 2012/13, the target for smoking quitters is likely to be met; the percentage of people who successfully completed alcohol treatment remained the same, but the percentage of people who successfully complete drug treatment has fallen from last year.

Values

The values describe the way in which the Council will work to deliver its priorities. The Council's values are: being honest, fair and transparent when we make decisions; working with residents, communities and partners to get things done; and celebrating all that's good about our city and its future.

This past year has been a special year for the city of Coventry. In 2012, the city celebrated in style as a co-host city for the London 2012 Olympic Games, bringing Olympic football, Godiva Awakes and many other events to the city for residents and visitors alike, boosting tourism and business in the city. The Council, as a key stakeholder in the prosperity, liveability and sustainability of the city, plays a key role in delivering these events with partners in the private, voluntary and public sectors and with local communities.

Transforming the way we work

The Council is continuing to face significant challenges with the need to make unprecedented budget cuts over the next three years. In 2012/13, the Council's revenue outturn was £3.5m less than the budget. The Council's transformation programme, a better Council for a bolder Coventry, is the way in which services are being reviewed to become more efficient and deliver savings. Last year, £18.9m of savings were delivered through the programme and a further programme of reviews have been approved, including working in partnership and at a sub-regional level to deliver services in different and more effective ways. The Council has continued its commitment to training and development of staff which is evident through employee completion of mandatory training and an average of 4.98 days per employee spent on training and development. Sickness absence levels have risen slightly this year as compared to last year and this continues to be managed through the Managing Absence procedures.



Coventry, proud to be a city that works for...

Jobs and growth



Executive summary

The UK economy has seen low growth over the past twelve months. The country's gross domestic product (GDP), a measure of economic output, is only about 0.3% higher in March 2013 compared to last year; and GDP has not yet recovered to pre-recession levels. Coventry's gross value added (GVA) figures, a measure of the value of goods and services produced in an area, was £18,281 per head in 2011, compared to £21,349 in England. Coventry compares poorly with neighbouring areas, for instance, Birmingham (£19,928), Solihull (£21,277), Warwickshire (£20,955) and Leicester (£20,404). It is of particular concern that GVA has increased in all of the above areas since 2010, with the exception of Coventry.

Coventry's city centre offer has fallen behind neighbouring cities, and this consequently impacts on our ability to attract businesses to relocate to Coventry and to improve our retail offer. The Council is playing a role to kick-start improvements to the city centre. Key examples include Phase 2 of the Public Realm works and the planned move of the Council to the new Friargate business quarter.

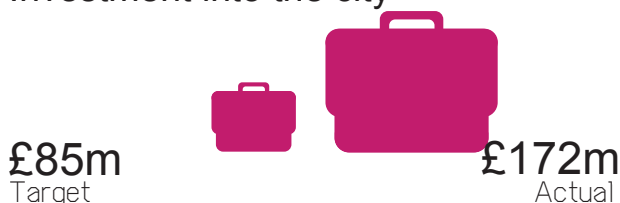
There has been a reduction in the number of people claiming Jobseeker's Allowance (JSA) in 2012, but it is estimated that there were 7,000 fewer residents in work in 2012 than there were in 2007 before the recession, at a time when the local population has increased. The health of Coventry's economy is closely tied to the national economy. As a result, with the continuing weak economic environment, the capacity to increase local employment is restricted. There have, however, been successes achieved through the *Jobs Strategy* and the *Apprenticeship Strategy*.

Recognising the mismatch between skills and the jobs available in the local jobs market, the Council is working to improve skills to address the structural changes in the local economy. The Coventry and Warwickshire City Deal, *Raising the Growth of Advanced Manufacturing and Engineering (G-AME)*, received initial agreement from Government in February 2013, and the Council is looking forward to working with its partners and neighbours to make use of its new powers to foster local economic growth. The goals for growth include working to eliminate the area's engineering skills shortage, encouraging businesses to invest in research and development, and raising the proportion of workforce employed in advanced engineering. The Council is also looking at creating an investment fund to promote economic development and to raise funding.

Flash Facts

The following sets out the Council's performance towards its performance targets set for 2012/13:

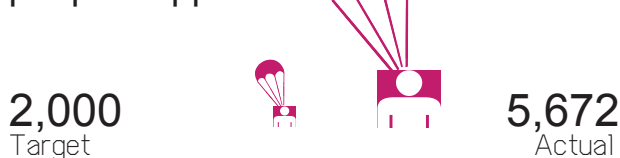
Investment into the city



Jobs created by firms



Unemployed people supported



People helped into a job



New apprenticeships in the Council



Empty homes brought back into use



1.1 | To create jobs through the growth of business and investment

Businesses invested £172 million into the city in 2012/13. This is much higher than the target of £85 million, and is a reflection of several successes, with investment projects stimulated by grant awards to businesses and significant company investments at key sites including Arena Park in Longford and Warwickshire Shopping Park in Binley. Following a redesign of the Council's business investment services, it is proposed that from 2013/14, only investment with direct support from the Council will be included in the figures. A target of £60 million has been set for 2013/14, based on investments of £41 million in 2011/12 and £69 million in 2012/13 secured with direct support from the Council.

In 2012/13, 2,401 jobs were created by businesses, compared to a target of 2,000. This was helped by strong industrial activity in the automotive sector, and a suite of investment projects including funding from the European Regional Development Fund, and the Advanced Manufacturing Supply Chain Initiative. It is proposed that from 2013/14, only jobs created with direct support from the Council will be counted. A target of 1,250 jobs has been set for 2013/14, based on figures of 941 in 2011/12 and 1,302 in 2012/13.

1.2 | To help more residents get jobs

Jobseeker's Allowance

People who are out of work and actively seeking work can claim Jobseeker's Allowance (JSA). In March 2013, 9,740 residents (4.6%) claimed JSA, 765 fewer than in March 2012 (5.0%). The city has seen the claimant rate fall faster than nationally, but the England rate continues to be lower at 3.8%.

Average employment rate

In 2012, just under two-thirds (64.9%) of working aged residents in Coventry were in paid employment, up from 63% last year but lower than before the recession. This compares to three-quarters (75.6%) in Warwickshire. The city's employment rate is influenced by the city's large student population, as they are working-aged and generally not in paid employment. With 15.8% of residents aged 16-74 in full-time education, Coventry has the fifth largest student population of any metropolitan area, after Manchester (21.2%), Newcastle upon Tyne (20.5%), Sheffield (16.3%) and Liverpool (15.9%).

Jobs Strategy

Through the *Jobs Strategy*, the Council is supporting people who are currently unemployed, helping people into a job, and helping young people into a positive destination. In 2012/13 the Council supported 5,672 unemployed people against a target of 2,000, helped 1,386 people into work against a target of 700 and helped 312 young people into a positive destination.

Indicator	Coventry	Warks	West Mids Region	Progress & Target	
Investment into the city & the sub-region... 2012/13					
...all	£172m	N/A	N/A	✓	✓
...direct only ¹	£69m	N/A	N/A	N/A	N/A
Jobs created by firms in the city & the sub-region... 2012/13					
... all	2,401	N/A	N/A	✓	✓
...direct only ¹	1,302	N/A	N/A	N/A	N/A
New business registrations	44.3	56.3	43.3	✓	✓
rate per 10,000 people aged 16+ 2011	1,125 firms	2,525 firms	19,555 firms		

¹ Proposed new indicators subject to approval from Cabinet: no target set this year.

¹ Proposed new indicators subject to approval from Cabinet; no target set this year.

New business registrations

The number of new business start-ups is an indication of the level of enterprise in the economy. The latest data is for 2011 when there were 1,125 new VAT-registered businesses in Coventry, an increase from 965 in 2010 and 855 in 2009. The number of new start-ups in 2011 was greater than the number of closures for the first time since 2008.

New business registration rate compared

All Mets	40	Rate per 10,000 residents aged 16+
West Midlands Region	43	
Coventry	44	
Warwickshire	56	
England	56	

2011

Indicator	Coventry	Warks	West Mids Region	Progress & Target	
Jobseeker's Allowance claimant count²	4.6%	2.2%	4.5%	✓	✓
March 2013, seasonally adjusted					
Average employment rate² Jan-Dec 2012	64.9%	75.6%	68.3%	=	=
Unemployed people supported	5,672	N/A	N/A	✓	✓
2012/13					
People helped into a job 2012/13	1,386	N/A	N/A	✓	✓

² Percentage (%) is a proportion of the working aged resident population aged 16-64. Average employment rate is up, but this is not statistically significant at 0.05.

Council Job Shop

In January 2013, the Council relocated the *Job Shop* to larger premises in the Bull Yard. This has allowed the Council and its partners to deliver enhanced services to customers. It has led to higher numbers of customers than anticipated, and enabled the Council to exceed the performance targets set in the *Jobs Strategy*. On average, the Job Shop receives 160 visitors per day, and has registered 1,929 new jobseekers since January.

Looking for a job?

Visit the *Job Shop* 1 Bull Yard, Coventry CV1 1LH

1.3 | To help residents improve their skills

Skills in the city

Annual Population Survey estimates show that two-thirds of Coventry's working age residents are qualified to level 2+³, similar to the regional average but lower than the England average. Half are qualified to level 3+ and just over a quarter (27%) are qualified to level 4+.

City Deal

City Deals provide city-regions the opportunity to foster economic growth by giving local decision makers more powers. Coventry and Warwickshire's City Deal received initial Government approval in February 2013 and is being fast tracked. It looks to build on the existing strengths and assets of the area to drive growth in high-value advanced manufacturing and engineering through investment in skills.

Indicator	Coventry	Warks	West Mids Region	Progress & Target	
People aged 16-64 qualified to... ³ Jan-Dec 2012					
NVQ Level 2+	65.5%	71.8%	66.6%	⊖	⊖
NVQ Level 3+	50.3%	54.1%	48.4%	✓	✓
NVQ Level 4+	26.8%	35.4%	27.8%	⊖	⊖

³ Data from the Office for National Statistics Annual Population Survey.

Recognising the mismatch between skills and jobs in the local economy, the Council's new Skills and Growth Team will work at a strategic level and focus on the Job Strategy priorities of supporting those with no skills, supporting those with higher skills and supporting those in work.

1.4 | Young people stay in education or find work or training

The Council and its partners are working to reduce the number of young people 16-24 not in education, employment or training (NEET) by 1,050 by 2014, against the 2010 baseline, with 25% (263) to come from reducing 16-18 year old NEETs and 75% (787) to come from reducing 18-24 year olds in receipt of Jobseekers Allowance (JSA).

16 to 18 year olds

CSWP Ltd, the careers guidance company, tracks the destinations of 16-18 year olds. Last December, there were 540 NEETs (5.2%) in Coventry, down from 680 (6.0%) in 2011 and the baseline of 610 (5.8%). The ambitious target to reduce NEETs to 347 by 2014 is unlikely to be achieved, but this must be seen in the context of cuts to education maintenance and a difficult job market for young people. From 2014, the Raising the Participation Age regulations will require 17/18 year olds to participate in education/training. This is expected to reduce NEETs.

18 to 24 year olds

Last December, 2,405 residents (5.7%) aged 18-24 claimed JSA. This is higher than 4.3% in Warwickshire but lower than the regional (8.1%) and national (6.6%) rates. Note that Coventry's high student population helps keep this rate low. The JSA claimant count among 18-24 year olds has fallen by 490 claimants from December 2011 and is now lower than the 2010 baseline (6.1%); but the target of 1,883 claimants by 2014 is unlikely to be met.

Council apprentices

The *Apprenticeship Strategy* set a target to create a total of 120 apprentices in the Council from 2011-2014. As of March 2013, 83 apprentices were in post. In 2012/13, 54 new apprenticeships were created, exceeding the target for 30 new apprentices during the year. Amongst the apprentices, 18 have a disability and 8 were formerly in the care of the local

Indicator	Coventry	Warks	West Mids Region	Progress & Target	
% of 16-18 year olds NEETs December 2012	5.2% 540 Dec 2012	3.7% Dec 2012	6.2% Dec 2011	✓	✗
% of 18-24 year olds claiming JSA December 2012	5.7% 2,405	4.3% 1,970	8.1% 43,335	✓	✗

Long term unemployment amongst young people is a growing concern. There has been a notable rise in the number of young people claiming JSA for over 12 months, from 130 in December 2010 to 400 in December 2012. This is not unique to Coventry; similar trends are found nationally.

Indicator	Coventry	Progress & Target	
Apprentices on the Council's Apprenticeship Scheme 31/03/13	83 in post 54 new apprenticeships in 2012/13	✓	✓
Apprenticeships with local employers and placements 2012/13	97	✓	✓

authority. Progress has been made to create new apprenticeship opportunities particularly in areas of skills shortages, including health & social care and horticulture & craft.

Apprenticeships with local employers & placements

In 2012/13, the *Construction Shared Apprenticeship Scheme* took on another four young people, bringing the total number to 18. A total of seven completed, with five going into confirmed positive destinations. The scheme was a finalist in the Local Government Chronicle awards for Public Private Partnership category, and has won the Apprenticeship Scheme of the Year award at the National Federation of Builders' Awards. The *Young People's Placement Scheme* had 79 young people out on placements exceeding the target set for the year. Altogether, a total of 97 apprenticeships or placements with local employers were facilitated, higher than last year's total of 74.

1.5 | The provision of housing to meet the needs of residents

The Council does not build or operate homes. However, it works closely with developers to ensure there is a suitable range of housing available for residents. This includes the use of Section 106 agreements and the Community Infrastructure Levy to fund infrastructure that local communities and neighbourhoods want. Although the city has seen an increase in its housing stock through new builds and conversions, demand continues to exceed supply, and the city needs houses to be built more quickly.

Affordable homes and empty properties

There were 393 affordable housing completions in 2012/13, exceeding last year's 304 completions. All of these were homes provided or acquired by private Housing Associations for letting at social or affordable rents⁴. There were none built by private developers. The Council worked closely with property owners to bring empty homes back into use within the city. 283 empty homes were brought back into use in 2012/13, exceeding the target by 34%. In the vast majority of cases this was accomplished by offering the owners

Indicator	Coventry	Progress & Target	
Number of affordable homes delivered 2012/13	393	✓	✓
Empty properties brought back into use 2012/13	283	✓	✓

⁴ The *affordable homes delivered* indicator measures the number of homes provided at social rent and intermediate housing (affordable rent), such as shared-ownership homes, provided through new build and acquisitions. Social rents are set at guideline target rents whilst affordable rents are set above social rent but no higher than 80% of market rental levels.

In the coming year, the Council will be working with partners like Whitefriars Housing to utilise money available from central government to bring more empty homes back into use.

advice on how this can be accomplished; although the Council also wields enforcement powers where the property is having a detrimental effect on the local area in terms of anti-social behaviour and other environmental considerations.

In 2012/13, there was a 23% increase in the number of affordable homes completed compared to 2011/12



1.6 | To increase Coventry's share of the low carbon industry

The Business Investment Team has continued to work with partners and businesses to maximise the opportunities for business in the low carbon industry. The Renewable Energy Technology Alliance, a group of local businesses working together to address and grow the market, has created 300 jobs in the last two years and is successfully exploring new public-private sector initiatives.

Energy management and energy security are joining renewable energy technologies and housing retrofits as key sub-sectors of the wider energy sector. The energy sector is seen as a key strategic driver for economic development in the city and the wider Local Enterprise Partnership (LEP) area.

Heatline

The Heatline project is now becoming a reality and provides a real demonstration of intent. Heatline will provide a district heating system to buildings in the City Centre, supplied by energy in the form of pressurised hot water from the city's waste to energy plant.

Electric vehicles

The city's electric vehicle charging points are soon to be upgraded to the latest specification which, in terms of approach, will further underpin the city's green and low carbon credentials.

1.7 | To produce a Core Strategy for the future planning of Coventry

The draft Coventry Local Development Plan: Core Strategy 2012 was submitted to the Secretary of State on 29 October 2012. In February 2013, the Government Inspector requested more information from the Council to determine a suitable housing target.

This information is currently being prepared by Coventry City Council together with the district councils making up Warwickshire. The study has been commissioned, and is due to report in stages in 2013/14. It is anticipated that the delay in progressing the Core Strategy will be approximately 12 months.



Coventry, proud to be a city that works for...

Better pavements, streets and roads

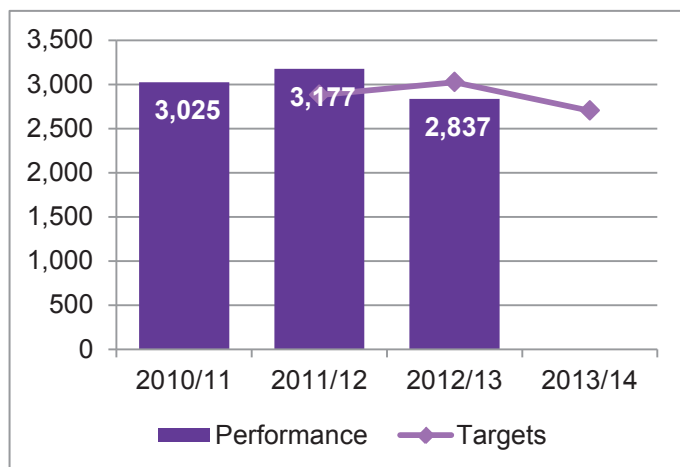


Executive summary

The Council's continuing steady level of investment in the city's highway network has ensured that a further 74 miles of carriageway have had treatment programmes undertaken on them during 2012/13 and 54 footway sites have been subject to repair, improving 11 miles of footways. The planned maintenance programme for 2013/14 will ensure continued work towards providing a resilient road and footway network for the benefit of all users. According to an independent tracking study conducted by Route Research, the city has the highest average travel speeds in the UK at 20 km/h (12.4 mph), 24% faster than the national average, demonstrating that the city has an efficient transport network.¹

This year, fly tipping has reduced by 10.7%. The number of fly tips recorded has reduced from 3,177 in 2011/12 to 2,837 in 2012/13. This achievement has been helped by the *Care 4 Your Area* and *Environmental Grime Scene* projects, which are designed to change the behaviour of people living in areas which have traditionally suffered from high levels of fly tipping.

The number of fly tips recorded has reduced



Provisional data shows that 38.5% of household waste was recycled or composted. The target of recycling 40% of our waste has not been achieved. This was, in part, due to changes to the definition of what can be included in recycling. Improvements in household recycling are expected in 2013/14 when the incentive scheme for residents is launched along with three Recycling Champions working to promote the Blue Bin Scheme. The provisional data for residual household waste collected per household met the target set for 2012/13 achieving 568 kg per household.

Flash facts

Highway Maintenance Programme

Carriage & footway maintenance

74 miles of carriageway maintained

54 footway sites repaired, improving 11 miles of footways



Fly tipping

10.7% fewer fly tips



Note: the fly tipping target is 95% of previous years result.

Waste and recycling



38.5% of Coventry's household waste was recycled in 2012/13

40% target missed
provisional data

568 kg

of waste per household in 2012/13

Target of less than 605 kg achieved

provisional data



¹The Times, *Sent to Coventry? Get ready to live life in the fast lane*, 1 June 2013

2.1 | Roads and pavements will be in a good condition and be well maintained

In 2012/13, 74 miles (96%) of the planned carriage maintenance programme was completed, compared to 79 miles (98%) last year. Around 3 miles was incomplete – this work had to be deferred to allow other works on the highway to be completed, for instance, co-ordinating work along with Heatline, city centre Public Realm works and the occupation of the network by utility companies. The outstanding work has been rescheduled for 2013/14; this is set out at coventry.gov.uk/hmp/.

Network condition

The results of the annual network condition survey show that improvement or a steady state is being maintained. This provides assurance that the Council is repairing the areas of the network in most need of work. However, only 35% of residents surveyed in March 2013 were satisfied with roads in Coventry. There was also a 25% increase in service enquiries relating to potholes during 2012/13, suggesting that impact of the cold winter influenced residents' perceptions of the city's roads. This figure is still some 40% below the number of enquiries received after the bad winters of 2009/10 and 2010/11, which had severe impacts on the network.

Indicator	Coventry	Progress & Target	
Carriageway maintenance completed 2012/13	96%	✓	✗
Roads and footways which are in good or acceptable condition... updated annually, 2012/13			
...principal roads A roads	94%	✓	✓
...non principal roads B & C roads	88%	✓	✓
...unclassified roads	84%	✓	✓
...footways	45%	✓	✓
Residents satisfied with... ¹ March 2013 telephone survey data			
...roads ¹	35%	N/A	
...pavements ¹	48%	N/A	

¹ this indicator has been revised, the September 2012 survey asked the same question but for roads and pavements combined (46%).



2.2 | Streets will be cleaner and there will be less fly-tipping

Litter

The measure for street cleanliness is being revised and therefore no data is currently available. It is anticipated that inspection will commence in December 2013, following the upgrade of the computer system (*CONFIRM*) and the provision of suitable new hand held devices. Resident satisfaction level remained unchanged reducing slightly from 69% in September 2012 to 67% in March 2013.

Fly tipping

Fly tipping reduced by 10.7% from 3,177 in 2011/12, to 2,837 fly tips in 2012/13. This can partly be attributed to the *Care 4 Your Area* and *Environmental Grime Scene* projects, designed to change the behaviour of people living in areas which have traditionally suffered from high levels of fly tipping.

Indicator	Coventry	Progress & Target	
Improve street cleanliness indicator being redesigned ²	N/A	N/A	N/A
Reduction in fly tipping in the city total number of fly tips 2012/13	2,837	✓	✓
Residents satisfied that the Council keeps the land clear of litter and refuse	67%	=	

March 2013 telephone survey data

² The baseline gathering exercise was suspended pending implementation of the Streetpride Mobile Working Project. Problems were encountered in developing the system which was also temporarily halted because of the CRM update.

Seen a fly tip? Report it to
Coventry Direct

☎ 0500 834 333

🐦 @CoventryDirect

✉ coventrydirect@coventry.gov.uk



2.3 | Recycling levels will increase and the amount of waste will be reduced

The Environment Agency has issued new guidelines in relation to recycling of street sweepings, which changed the overall volume of material that Councils can claim as recycling. This change is reflected in the reduced percentage outturn for 2012/13 of 38.5%, missing the target for 40% of waste to be recycled.

The target of less than 605 kg of residual household waste collected per household has been achieved. The cost of household waste collected for 2012/13 is not yet available.

Satisfaction with refuse collection has reduced this year to 83% from 87% in September 2012, while recycling showed no change and remained high at 87%.

Indicator	Coventry	Progress & Target	
Household waste recycled and composted provisional data, 2012/13	38.5%	✗	✗
Residual household waste collected per household provisional data, 2012/13	568 kg	✓	✓
Cost of household waste collection 2011/12	£43.70	N/A	N/A
Residents satisfied with... March 2013 telephone survey data			
...refuse collection	83%	✗	
...recycling	87%	=	



Coventry, proud to be a city that works to...

Support and celebrate our young people



Executive summary

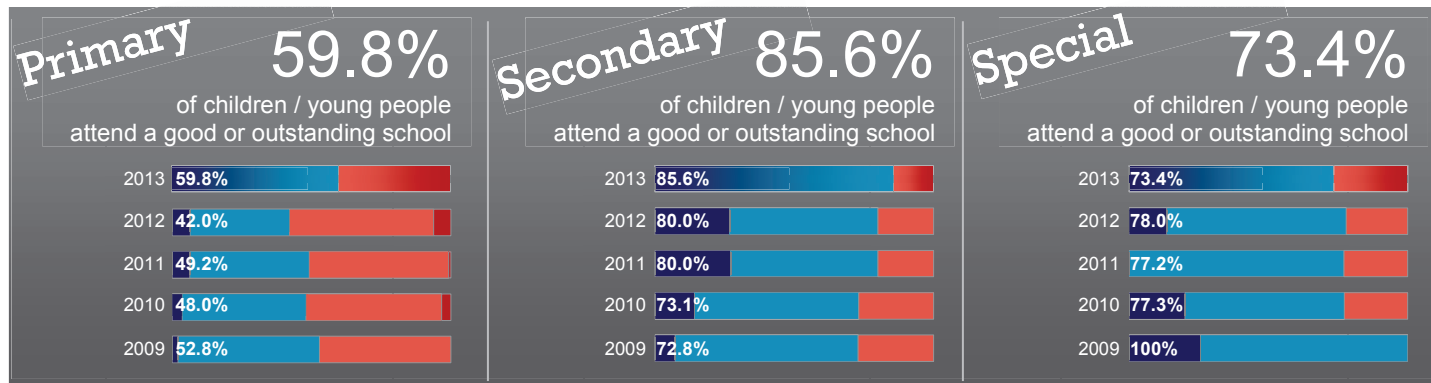
1 in 5 people in Coventry (71,295 people) are under 18 years old. The Children and Young People's Plan 2011-2014 sets out Coventry's priorities, to reduce the impact of poverty on families; to improve children's health; to raise the level of attainment by overcoming barriers to learning; and to support families.

Focus on... education

Ofsted inspects schools and grades their overall effectiveness as either **outstanding**, **good**, **requires improvement**, or **inadequate**. In November 2012, Ofsted reported that 42% of Coventry children attended primary schools judged good or outstanding, placing Coventry in last place and 81% for secondary schools (33rd place). The Council is working closely with schools on a programme of support and challenge to help them improve, and the latest data shows an increase in the proportion of children and young people attending a good or outstanding school and there is a commitment to continue and accelerate this improvement, particularly in the primary school sector.

Focus on... social care

Coventry is working to safely reduce the number of looked after children by investing in early intervention programmes. Provisional data for 2012/13, however, suggests that demand on social care services continue to increase, with high numbers of referrals, children subject to a child protection plan and looked after children.



Children and young people are doing better than ever before in their exams and assessments

Key Stage 2

9 out of 10

made the expected two levels of progress from **Key Stage 1 to 2** in **English and Maths**, matching the national average

Key Stage 4

58.7%

achieved five good **GCSEs** including English and Maths, just as good as Year 11s elsewhere in England

Key Stage 5

97.7%

passed their **A-Level** exams, almost matching the national average of 98.0%

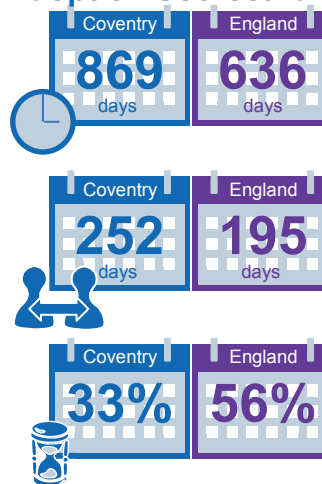
Post-16 skills & employability

The Council is working to increase the number of young people engaged in education or training. This will reduce the number of young people not in education, employment or training (NEET), and also improve the level of skills. Further information is set out in section 1.4 of this report.

Focus on... adoptions

The Government's Adoption Scorecard noted that adoptions in Coventry take longer than in other areas. Historically, the city has continued finding placements for older children and those with complex needs; and in supporting long-term carers to adopt children in their care. As a result, performance is not as good as in areas where fewer hard-to-place children are placed for adoption. In 2012/13, the Adoption Service has improved the way it tracks and plans for adoptions, which will speed up adoptions and help meet government targets. The Council expects a much improved prediction for the 2014/15 Adoption Scorecard.

Adoption Scorecard



In 2009-2012...

Adoptions in Coventry took **seven months longer** than the national average.

In 2013, this has improved.

Matching adoptive families in Coventry took **two months longer** than the average.

In 2013, this has not improved.

Fewer adoptions are completed within 21 months in Coventry than the England average.

In 2013, this has improved.

Data for 2009-12 was published by the Department for Education on 30 November 2012 at www.education.gov.uk/a00208817/adoption-scorecards. 2012/13 progress is based on provisional data. Final data will be submitted to the Government at the end of June.

3.1 | The impact of poverty on children and their families is reduced

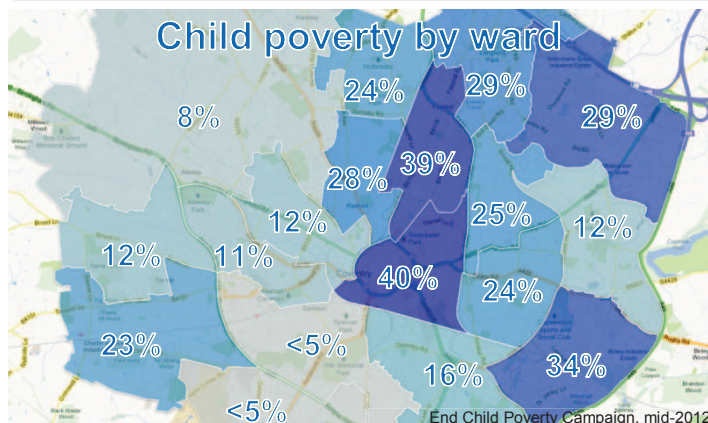
1 in 4 Coventry children live in poverty



The Child Poverty Act places a duty on the Council to assess the needs of local children and families living in poverty. 23.3% of children were in relative poverty in 2012, down from 27% in 2011. Although child poverty has reduced, people are, however, not becoming better off. While median incomes have fallen in real terms, benefits have been linked to inflation, and therefore, have not fallen in the same way. Welfare Reform is likely to have an impact on this.

One of the four priorities in the Children and Young People's Plan 2011-2014 is to reduce the impact of poverty on families by improving access to work, training, housing and financial literacy. The past six months has seen the creation of a Youth Zone in the Job Shop to improve access to work and training, and training parents to become more financially literate through the Parenting Headquarters.

Indicator	Coventry	West Mids Region	England	Progress & Target	
Children in relative poverty Campaign to End Child Poverty, 2012	23.3% 16,959	20.2% 253,885	20.2%	✓	✓



There are significant differences in the level of child poverty across the city. In 2012, 40% of children in St Michael's ward were in relative poverty, compared to less than 5% in Earlsdon and Wainbody. See more at <http://goo.gl/TPTf3>.

3.2 | Children and young people's level of achievement improves

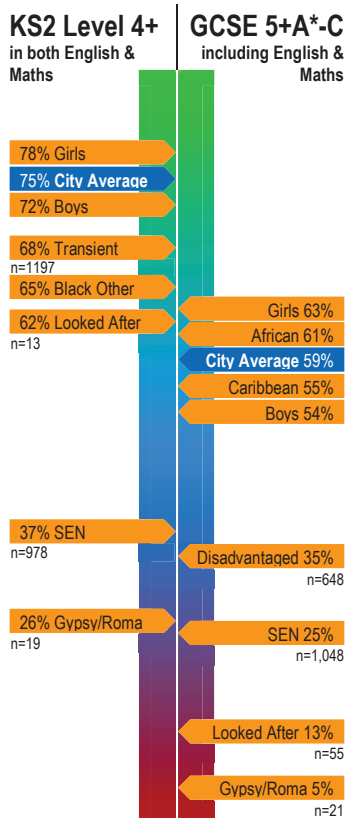
Early years foundation stage

61.7% of the Coventry cohort achieved a good level of development in 2012, up 2.7% from 59.2% in 2011. This is just under 3% lower than the national average, which increased by 5% to 64%. Coventry has made progress in narrowing the gap: in 2012, the gap between the lowest-fifth achieving a good level narrowed by 1.5% to 31.3%. This is better than nationally where gap narrowed by 1.3% to 30.1%.

Primary education

In 2012, 90% of Coventry children made expected progress in English and 87% in Maths. 75% achieved level 4+ in both English & Maths, up from 71% last year. This is Coventry's best result; but is lower than the England average (79%). Priorities are to narrow the gap particularly for more vulnerable groups and to help more children achieve level 5 or 6 at Key Stage 2.

Attainment by key equality groups



Notes:
i.) Drawing not to scale.
ii.) Many Gypsy/Roma children are classified as 'White Other', and not included in the above figures despite having similar language, educational and cultural needs.
iii.) Full details and definitions for all equality groups are set out in Report Card 3.2c(e) online.

Indicator	Coventry	Statistical Neighbours	England	Progress & Target	
% making expected progress from Key Stage 1 to 2 in...					
... English ¹	90%	90%	89%	✓	✓
... Maths ¹	87%	87%	87%	✓	✓
Level 4+ in English & Maths at KS2 ¹	75%	77%	79%	✓	✗
5 or more GCSEs at grades A* to C...					
... incl. English & Maths	58.7%	56.8%	58.8%	✓	✗
... any subject	87.4%	84.4%	83.2%	✓	✓
% making expected progress from Key Stage 2 to 4 in...					
... English	68.8%	65.8%	68.0%	✗	✗
... Maths	69.5%	67.0%	68.7%	✓	✗
A-Level pass rate (A* to E)	97.7%	N/A	98.0%	✓	✓

¹ The national floor standards for Key Stage 2 are for 87% to make expected progress in English; 86% in Maths; and 60% to achieve level 4+ in both English and Maths.

Secondary education

In 2012, 58.7% achieved 5+ GCSEs at A*-C including English and Maths, 0.1% off the national average of 58.8%. This was an improvement on 54.7% in 2011 and 1.9% better than comparable neighbours. At A-Level, the pass rate in 2012 was 97.7%, up from 97.4% in 2011; narrowing the gap with England to 0.3%. 41.9% achieved grades A* to B, up from 40.9% last year. The Overcoming Barriers to Learning strategy sets out plans to help the most vulnerable young people remain in education and training and help the highest attaining students achieve the top grades.

Ofsted inspections

In November 2012, Ofsted released a list of local authorities with the proportion of pupils attending good or outstanding primary and secondary schools, as at 31 August 2012. This noted that 42% of Coventry children attended primary schools judged good or outstanding, placing Coventry in last place (150th place) and 81% for secondary schools (33rd place).

As of 28 March, 59.8% of pupils attended a primary school judged to be good or outstanding, and 85.6% attended a secondary school judged to be good or outstanding. This is an improvement from last August; and primary schools are improving more quickly than comparable neighbours. Following focused inspections in March, Ofsted recognised that the Council is “improving the rigour of challenge provided to schools” and has “established set

Indicator	Coventry	Statistical Neighbours	England	Progress & Target	
% of pupils attending schools judged good/outstanding by Ofsted: ² ▲ as of 28 Mar 2013; ■ as of 31 Aug 2012					
Nursery	100%■	97.5%■	96.2%■	✓	✓
Primary	59.8%▲	69.6%▲	68.1%■	✓	✗
Secondary	85.6%▲	70.6%▲	68.6%■	✓	✓
Special	73.4%▲	82.1%▲	83.6%■	✗	✓

² For consistency and to enable easier comparison, this report now adopts the Government's measure. This measure looks at the **proportion of pupils** attending good / outstanding schools, and uses slightly different categories from the figure that was historically reported, which illustrated the **proportion of schools** judged good or outstanding. Ofsted publishes both sets of information online on Data View at <http://dataview.ofsted.gov.uk/>.

procedures for school review and support”³. Of the schools inspected, two were outstanding, two were good, five required improvement and two were inadequate. This provides an added impetus to fully implement the revised Education and Improvement Strategy, so that schools improve more quickly.

³ Ofsted (2013) *Coventry LA focused inspections 11 to 15 March 2013*, 10 April 2013

3.3 | Children and young people's health and well-being improves

Childhood immunisations

The World Health Organisation (WHO) target is for 95% of any given population to be immunised. In 2012/13, the city met the WHO target, and also exceeded the regional and national rates.

The MMR vaccination protects children against measles, mumps and rubella. In April to December 2012, 97.6% in Coventry received the MMR vaccination by their 2nd birthday, up from 94.6%⁴ in 2011/12.

The DTaP/IPV/Hib vaccination protects against Diphtheria, Tetanus, Pertussis (whooping cough), Polio and Haemophilus influenzae type b. In April to December 2012, 98.6% in Coventry were immunised by their 2nd birthday, up from 98.2% in 2011/12.

Under 18 conceptions

There were 285 conceptions to under 18s in 2011, 12 more than in 2010 (273). As Coventry's population has increased, the conception rate has fallen to 48.9 in 2011 (from 50.2); the lowest rate since recording began in 1998. However, the city is still in the worst 20%; it compares to 38.9 in the metropolitan area; 34.9 regionally; and 30.7 nationally.

Childhood obesity

In 2011/12, the National Childhood Measurement Programme found that 11.2% of children at Reception to be obese, rising to 20.6% in Year 6. This compares to 10.5% and 21.2% in the region; 10.1% and 21.1% across all metropolitan areas, and 9.5% and 19.2% in England. Obesity is a growing public health concern in Coventry. In addition to obese children, there are a further 13.3% at Reception and 15% at Year 6 who are overweight.

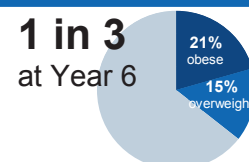
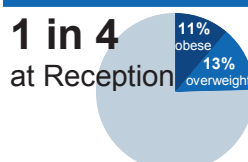
Indicator	Coventry	West Mids Region	England	Progress & Target	
% immunised against MMR by 2nd birthday Apr-Dec 2012	97.6%	93.1%	92.3%	✓	✓
% immunised against DTaP/IPV/Hib by 2nd birthday Apr-Dec 2012	98.6%	96.8%	96.3%	✓	✓
Breastfeeding prevalence at 6-8 weeks Oct-Dec 2012	48.4%	41.2%	47.2%	✓	✓
Conceptions to girls aged under 18 rate per 1,000 15-17 year olds 2011	48.9	34.9	30.7	✓	✓
Obese children at Reception 2011/12 school year	11.2%	10.5%	9.5%	=	✗
Obese children at Year 6 2011/12 school year	20.6%	21.2%	19.2%	=	✗

⁴ At half-year, it was reported that this represented 95.6% of the cohort, by using the 2011 mid-year population estimates of the number of two year olds as the denominator – i.e. 4,441 children. The official NHS Immunisation Statistics, England 2011/12 released on 27 November 2012 uses a slightly different denominator resulting in a rate of 94.6%.

Breastfeeding prevalence

Breastfeeding has positive health benefits for mother and baby. In October to December 2012, 48.4% of Coventry mothers breastfed their babies 6-8 weeks after birth, an improvement from 42.2% for April to June 2012 reported at half year.

Overweight or obese in Coventry



3.4 | Families are given the early help and support they need**Common Assessment Framework assessments**

The Common Assessment Framework helps ensure children receive coordinated support from social care, education and health. The computer system is being upgraded, and reliable data is not currently available.

Parenting programmes

Parenting HQ provides parenting programmes and family support. In the autumn and spring terms of the 2012/13 school year, 453 parents benefitted (333 course attendees and 120 1-to-1 support), compared to 939 parents (574 attending courses, and 365 1-to-1 support) in 2011/12. In the more intensive courses, the outcomes are measured through the Being a Parent (BAP) scale. In 2012/13, the average increase in the BAP score before and after the course was 11.27, compared to 8.67 in 2011/12. As programme resources are being mainstreamed, it is unlikely for the number of parents benefitting from a course to match the numbers seen in 2011/12.

Need help with the challenges of parenting?

Visit www.coventryparent.co.uk

Indicator	Coventry	Progress & Target	
Live Common Assessment Framework assessments	N/A	N/A	N/A
Difference in point scores on the Being a Parent scale following completion of parenting course Sep'12 to Mar'13	11.27	N/A	N/A
Parents completing a parenting course Sep'12 to Mar'13	453 parents	✗	✗

Over the life of the programme...



337 trained to deliver Positive Parenting Programmes (Triple-P) in the community

1,460 parents supported through one to one support (against target of 1,080)

1,659 parents supported through group work (against target of 1,440)

1 in 3 self-referred

demonstrating the success of the awareness-raising campaign through schools, GPs, road shows and an animated cinema advertisement

3.5 | Children are supported to live safe from harm

Coventry is working to safely reduce the number of looked after children by investing in early intervention programmes to reduce the number of children coming into care. The city is also increasing the number of children adopted from care so that more can benefit from stable family settings. The following data is provisional – final data will be submitted to the Government in July, with comparators released in late-September.

Referrals to children's social care

The Council anticipate 4,736 referrals for 2012/13, a rate of 671.1 per 10,000 children⁵; an increase from the September projection of 669.2. This compares to 537.7 in 2011/12 and the 2011/12 England average of 533.5. 22.7% are repeat referrals, more than in 2011/12 (20.0%, 759 out of 3,794 referrals); but less than statistical neighbours/national averages.

Child protection

In February 2013, 536 children were the subject of a child protection plan, equating to 75.9 per 10,000 children. This is higher than 59.9 in March 2012; and is also higher than the statistical neighbour rate of 44.0; and the England rate of 37.8 (March 2012).

Children looked after by the local authority

In February, 606 children were in care, a rate of 85.8 per 10,000 children. This has increased from 596 in September and 580 in March. Of the children who have been in care for 2.5 years, two-thirds (67.7%) are living in a stable placement (lasting 2+ years), an improvement from 66.0% last year.

Indicator	Coventry	Statistical Neighbours ⁶	England	Progress & Target	
Looked After Children per 10,000 children	85.8 606 children Feb 2013	76.0 2011/12	59.0 2011/12	✗	✗
Child Protection Plan per 10,000 children	75.9 536 children Feb 2013	44.0 2011/12	37.8 2011/12	✗	✗
Social care referrals per 10,000 children	671.1 4,736 2012/13 ⁵	599.5 2011/12	533.5 2011/12	N/A	N/A
Repeat referrals to social care	22.7% 2012/13 ⁵	24.3% 2011/12	26.1% 2011/12	✗	✗
Placements lasting 2+ years	67.7% 2012/13 ⁵	69.3% 2011/12	68.0% 2011/12	✓	✓
Young people aged 10-17 receiving their first reprimand, warning or conviction⁷ per 100,000 population aged 10-17	373 2012/13	919⁷ 2011/12	712 2011/12 36,677 / 5,021,870	✓	✓

⁵ Projections for 2012/13 based on data up to February 2013.

⁶ Children's Services Statistical Neighbours are local authorities deemed to have similar populations and characteristics to Coventry, and thus, useful for comparative purposes. Coventry's statistical neighbours are currently: Bolton, Derby, Kirklees, Leeds, Peterborough, Sheffield, Tameside, Telford/Wrekin, Thurrock and Walsall.

⁷ 2012/13 figures are local data from Coventry's Youth Offending Team. 2011/12 data are official data published by the Ministry of Justice using Police National Computer figures. Youth offending comparator areas are: Bristol, Enfield, Kingston Upon Hull, Leicester, Liverpool, Plymouth, Stoke-on-Trent and Waltham Forest.

Youth offending

In 2012/13, Coventry had a rate of 373 per 100,000 10-17 year olds who received their first reprimand, warning or conviction. This is better than 464 per 100,000 in 2011/12. The latest comparator data is for 2011/12, and it shows that Coventry has a lower rate of first time entrants than in youth offending comparator areas (919), the metropolitan area (584), the region (613) and nationally (712).



Coventry, proud to be a city that works to...

Protect our most vulnerable residents



Executive summary

The Council protects the city's most vulnerable residents by working with partner agencies to provide or commission services to address health inequalities, social care needs, crime and anti-social behaviour, homelessness & drug and alcohol misuse.

Public health: tackling health inequalities

Coventry is a city of contrasts: people living in the least deprived part of the city live longer and healthier lives than someone living in the most deprived part of the city. As one of the seven Marmot cities, Coventry is working to address the root causes of health inequalities, that is, by addressing social deprivation. A key priority for the Council is to ensure that all service areas consider what they can do to help reduce health inequalities, and to ensure that key Marmot indicators are embedded into the Council Plan.

Crime & victims of crime

There has been an overall reduction in recorded crime, with reductions in most categories, with the exception of burglary dwellings and overall violence. There has also been a reduction in the number of anti-social behaviour and domestic violence/abuse offences/incidents reported.

Adult social care

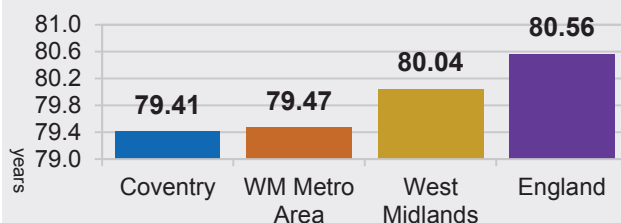
With the UK economy continuing to see little real growth, demand for services for vulnerable residents remains high. The reduction in financial resources made available to the Council mean that such services need to become more efficient by ensuring that clients get the services that they need and are supported to help themselves wherever possible. Self-directed support is one way in which social care clients are able to design the support or care arrangements that best suit their specific needs. By March 2013, over nine in ten of eligible clients receive self-directed support, up from 50% a year ago.

Homelessness

The Council prevented 976 cases from becoming homeless. This was done through a variety of interventions, for instance, offering flexible tenancy and help to support people to access private tenancies. There were 545 households accepted as statutory homeless, a slight reduction from last year. The implementation of Welfare Reform may well have an impact on these figures in the future.

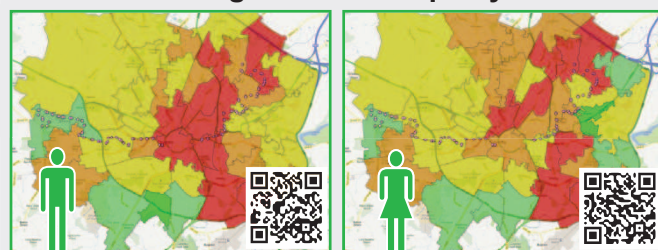
Flash facts

People in Coventry have a shorter life expectancy...



Population-weighted life expectancy at birth for males & females 2008-2010

...and there are high levels of inequality within the city.



<http://goo.gl/ZmOZM>

<http://goo.gl/QOpnb>

Life expectancy for males and females by middle-layer super output area



Reported crime has gone down by

11.7%



9 in 10 eligible clients receive self-directed support



976

homelessness cases prevented

Recovering from drug and alcohol misuse

The Council commissions services to help people stop smoking, and to recover from drug and alcohol misuse. In 2012/13, the target for smoking quitters is likely to be met; the percentage of people who successfully completed alcohol treatment remained the same, but the percentage of people who successfully complete drug treatment has fallen from last year.



4.1 | Older people and disabled adults live independently and safely and have more control over their health and social care

Self-directed support and personal independence

The Department of Health's objective is for everyone eligible for long term community-based care to be provided with a personal budget. By March 2013, **90.6%** of those eligible receive self-directed support. While this is an improvement from the position reported at half year (77.3%) and last year (51.3%), it remains short of the target of 100%. Revisions to the Adult Social Care Outcomes Framework (ASCOF) in 2014/15 will enable comparisons to be made with other areas.

The social care-related quality of life survey refers to aspects of people's quality of life relevant to social care interventions, including their basic needs (control, personal care, food, accommodation); higher order needs (personal safety, social life, occupation); and self-esteem (dignity). In 2012/13, the average quality of life score was **18.9**, a slight reduction from the 19.0 last year – but still above comparator, regional and national averages.

Safeguarding alerts

The number of safeguarding alerts is an indicator of the awareness of safeguarding in the city. In 2012/13, there were **805** alerts, well within the target range of 797-883 which was set based on levels from comparable authorities.

Indicator	Coventry	CIPFA Comparators	England	Progress & Target	
% in long-term community based services receiving self-directed support	90.6%	N/A	N/A	✓	✗
Social care-related quality of life measure annual survey	18.9 2012/13	18.8 2011/12	18.7 2011/12	=	=
Number of safeguarding alerts	805	N/A	N/A	✓	✓
% satisfied that top three safeguarding outcomes met ¹ local measure	89%	N/A	N/A	N/A	N/A

¹ Baseline year: this is a new measure introduced in October 2012 and based on a small number of cases. The data will be used as a baseline for future comparison.

Safeguarding outcomes

An adult at risk of abuse is asked to identify outcomes that they wish to see as a result of help from social care. Services measure whether the three most important safeguarding outcomes identified were met; as well as whether all safeguarding outcomes were met. Provisional data suggests that **89%** of the three most important safeguarding outcomes and 73% of all safeguarding outcomes were met.

4.2 | Support those in transition from child to adult social care

Effective transitions from child to adult social care

In 2012/13, **98%** (42 out of 43) of young people had a support plan at the time of transition into adult social care. This compares to 92% (11 out of 12) at half-year. The target of 80% has, therefore, been met. The Council has developed a qualitative survey for young people and carers to understand the

Indicator	Coventry	Progress & Target	
% of young people with a Support Plan for transition to adult social care at the time of transition	98% 42 out of 43 transitions	✓	✓

effectiveness of transition, using themes around communication, involvement, organisation and services. This will be piloted in 2013/14.

4.3 | Health inequality in the city is addressed

The Marmot Review, *Fair Society Healthy Lives*, demonstrated that variations in health can result from social inequalities, and therefore, improving health requires addressing the wider socio-economic determinants. As one of seven Marmot cities across the United Kingdom, the Council is seeking to improve the health of all people living in Coventry, so that it matches the best in England, under the four Health and Wellbeing Board priorities: healthy communities, reduce variation, healthy people and improve outcomes.

Life expectancy

Life expectancy at birth is **77.2 years** for males and **81.6 years** for females. Males living in the least deprived parts of the city can expect to live 11.7 years longer than those living in the most deprived parts of the city; and for females, 7.9.

² Data on life expectancy is unchanged from previous reports. The next update for this data has been delayed till July/August 2013 as the population figures used as a denominator is being updated following the 2011 census.

Indicator	Coventry	West Mids Region	England	Progress & Target	
Inequality in life expectancy at birth 2006-10 ²	11.7 males	9.0 males	8.9 males	N/A	N/A
	7.9 females	5.8 females	5.9 females	N/A	N/A
Inequality in disability-free life expectancy at birth 1999-03 ²	16.6 males	11.3 males	10.9 males	N/A	N/A
	14.5 females	9.2 females	9.2 females	N/A	N/A

Smoking cessation

Smoking is the single greatest cause of preventable illness and premature death in the UK. As a result, stopping smoking helps improve the health of people in Coventry. In April to December 2012, there were **2,293** people who successfully quit smoking after four weeks following help from local stop smoking services, equating to a rate of **885** per 100,000 population. This compares to a rate of 631 in the West Midlands Region. Final outturn for 2012/13 is expected in June 2013. This is expected to show that the target of 3,107 quitters has been met. Provisional data currently suggests 3,079 quitters for 2012/13, compared to 3,355 last year.

Indicator	Coventry	West Mids Region	Progress & Target	
Four-week smoking quitters rate per 100,000 people aged 16+ Apr-Dec 2012	885 2,293 quitters 259,187 aged 16+	631 28,702 quitters 4.55m people aged 16+		

Indicator	Coventry	Progress & Target	
The percentage of residents who say they... Telephone Survey, March 2013			
... smoke	17%		
... eat five or more portions of fruit & vegetables every day	31%		
... participate in physical activity five or more times a week	44%		

One of the ways in which health inequalities can be tackled is by changing people's behaviour, in relation to their smoking, diets and activity levels:

smoking



17% said they smoked; 4% less than in September 2012.

Did you know...

Residents who are economically deprived, male, white, or living in social housing are **more likely** to smoke.



diet



31% said they ate five or more portions of fruit & vegetables every day – unchanged from September 2012 (32%).

Did you know...

Residents who are economically deprived, young adults, black people, or living in social housing are least likely to eat the recommended five portions of fruit & vegetables every day.



physical activity



44% said they took part in some form of physical activity five or more times a week – unchanged from September 2012 (43%).

Did you know...

Residents who are male, aged 65 or over, Asian or full-time employed are least likely to take part in physical activity.



Figures based on the Telephone Survey. Household Survey 2013 data shows a similar trend. Did you know flash facts taken from the Household Survey 2013.

4.4 | Harm caused by crime and antisocial behaviour is reduced

Crime reduction

The total number of crimes reported has continued to fall. In 2012/13, **21,843** crimes were reported, equivalent to a rate⁴ of **66.6** crimes per 1,000 people. That is 11.7% fewer crimes than in 2011/12, meeting the **06%** target. Most crime types have decreased, but burglary dwellings continue to maintain higher levels of offending despite reducing the previous year; a slight upturn in vehicle crime in January to March, and **09%** in overall violence – although most serious violence has reduced.

Perceptions of safety

81% of respondents to the 2013 Household Survey felt safe in their neighbourhood at night, compared to 80% in 2012 (not a statistically significant change). The Telephone Survey phrases the question slightly differently, and respondents are asked whether they feel safe in their local area **after dark**. The slightly different wording has a marked impact on the response: in March 2013, **66%** feel safe in their local area after dark. This is, however, not a statistically significant change from 67% in September 2012.

Indicator	Coventry	Birmingham	Wolverhampton	Progress & Target	
Crimes rate per 1,000 people³ April 2012 to March 2013	66.6 21,843 crimes	66.8 73,071 crimes	65.9 16,601 crimes	✓	✓
Anti-social behaviour incidents 2012/13	14,626	N/A	N/A	✓	✓
Feel safe in their local area after dark Telephone Survey, 2013	66%	N/A	N/A	=	

Hate crimes

Crimes committed against someone because of their disability, gender identity, race, religion or belief, or sexual orientation are hate crimes. In 2012/13, the Police and Hate Crime Reporting Centres recorded the following incidents in Coventry: 29 due to disability; 270 due to race/ethnicity; 27 due to sexual orientation; 10 due to religion/belief; and none due to gender identity.

Anti-social behaviour

Anti-social behaviour continues to reduce, with a **32%** reduction in reports to the police, and **6%** reduction in reports to the Council. In 2012/13, there was a total of **14,626** anti-social behaviour incidents, **4,984** fewer incidents (**025%**) than in 2011/12.

³ Rate per 1,000 calculated using the Office for National Statistics' Interim Census 2011-based Subnational Population Projections 2013 figures: Coventry 328,021; Birmingham 1,093,977; Wolverhampton 251,852.

4.5 | Domestic violence is not tolerated and support and intervention is effective

There were a total of **2,899** domestic violence/abuse offences/incidents (DVA) recorded in 2012/13, compared to an estimated 3,048 offences/incidents in 2011/12. West Midlands Police is currently improving the way that DVA is recorded, and the data suggest an overall reduction in the number of victims. However, it is well-documented that DVA is under reported and encouraging reporting is a priority, as is providing effective support to victims.

Indicator	Coventry	Progress & Target	
Domestic violence/abuse victims known to police	2,899	NA	NA
crime/non-crime local measure 2012/13			

Are you experiencing domestic violence or abuse?
Find out about services that can support you on the *Safe to Talk* website www.safetotalk.org.uk

4.6 | People are prevented from being homeless and supported if they do

There are a range of ways in which the Council can help to prevent homelessness, one way is by offering flexible tenancies (offers under Part VI of the Housing Act), and tenancies under the *Access to Private Rented Properties* scheme.

Indicator	Coventry	Progress & Target	
Homelessness cases prevented 2012/13	976	✓	✓
Households accepted as statutory homeless 2012/13	545	✓	✓

In 2012/13...

976

cases were prevented from becoming homeless. This compares to 914 cases in 2011/12, and meets the 2012/13 target of 900 cases.

545

cases out of **991** homelessness assessments were accepted as statutory homeless in 2012/13, a slight reduction from **578** in 2011/12.



Access to Private Rented Properties

The Council's *Access to Private Rented Properties* scheme offers landlords a written guarantee in place of a cash deposit, enabling people who would otherwise be unable to access private rented accommodation to do so. The scheme also helps support vulnerable tenants to act responsibly to maintain their tenancies, and act as a mediator if a dispute arises.

4.7 | People receive the treatment needed to help them recover from drug/alcohol misuse

In addition to clinical treatment, people who misuse drugs and alcohol need support in other aspects of their lives, for example, in housing, benefits, training and employment. In 2012/13, the Council has commissioned an additional service to deliver such non-clinical specialist help, to help people recover more effectively from drug/alcohol misuse.

Drug treatment

A total of 144 of the 1,069 (**13.5%**) drug users receiving treatment from April 2012 to March 2013 successfully exited treatment. This was worse than 16% in the year to March 2012.

Through the National Drug Treatment Monitoring System, Coventry compares its performance with a cluster of local authorities. 8.3% of opiate users successfully exited treatment and 41.6% of non-opiate users successfully exited treatment; both just below the top 25% of comparable cluster of local authorities.

A new model of delivery is being developed to increase supported group work offered to clients. This is intended to help clients help each other, assisting with a peer-led recovery.

Indicator	Coventry	Comparator clusters (Top 25%)	Progress & Target	
Drugs: percentage successfully exiting treatment 2012/13	13.5% 144 out of 1,069	NA	✗	✗
...opiate users	8.3%	9.3–14.1%		
...non-opiate users	41.6%	48.4–64.9%		

Indicator	Coventry	England	Progress & Target	
Alcohol: percentage completing care planned discharge 2012/13	60%	58%	=	=

Alcohol treatment

60% of clients successfully completed treatment for alcohol misuse between April 2012 and March 2013, same as in 2011/12. This is slightly better than the national average of 58%. Considerable work is underway to improve the capacity of services to cater for more alcohol users needing treatment.



13.5%
success



60%
success



Values

We are proud to do this by...

5 | being honest, fair and transparent when we make decisions

6 | working with residents, communities and partners to get things done

7 | celebrating all that's good about our city and its future

Executive summary

This past year, 2012/13, has been a special year for the city of Coventry. In 2012, the city celebrated in style as a co-host city for the London 2012 Olympic Games, bringing Olympic football, Godiva Awakes and many other events to the city for residents and visitors alike, boosting tourism and business in the city.

The Council, as a key stakeholder in the prosperity, liveability and sustainability of the city, played a key role in delivering events with partners in the private, voluntary and public sectors and with local communities; demonstrating the Council's values in the process.

Coventry Ambassadors



Over 300 Coventry Ambassadors welcomed the world to the city in 2012. In December, the volunteers were one of 60 organisations that received the Queen's Diamond Jubilee Volunteering Award. Coventry is building upon this volunteering legacy in 2013, with approval for Coventry University's proposals to continue Coventry Ambassadors as a social enterprise. This will mean that they can play a key role in future events for the city, promoting the city to visitors and residents alike and helping with future bids for major sporting events.

City Deal



Coventry & Warwickshire
Local Enterprise Partnership

The Council plays a major role in the Coventry & Warwickshire Local Enterprise Partnership (LEP). In February 2013, the LEP received initial Government approval for the City Deal bid, *Re-engineering Engineering: Raising our G-AME*, which was designed to build on the area's strength in engineering and manufacturing to improve skills, innovation, productivity and jobs. Find out more at www.cwlep.com.

How Coventry celebrated London 2012

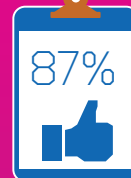


Olympic football



170,576 attendees to
13 football matches over **9** days

424 people attending Olympic football or the torch relay completed a survey. The vast majority (87%) rated the event good or excellent.



Tourism boost



It is estimated that...

87,766 visitors
came from outside the area and
14,262 paid for accommodation.

The economic impact of Olympic-related tourism, that is, new money injected into the local economy, is estimated at over £2 million.



Good for business

At least **367** companies in the West Midlands won tenders to supply London 2012 directly or associated projects.

In Coventry, Solihull and Warwickshire, **95** businesses won Olympic-related contracts – worth over **£30 million**. **21** of these were in Coventry and, most notably, included making the **8,000** Olympic torches.



Find out more about how Coventry celebrated London 2012 can be found at www.coventry.gov.uk/london2012. Further information on the impact of the Olympics on Coventry is available in the Council Plan 2012/13 half-year performance report at <http://goo.gl/3RYsC> and in the Olympic Impact Assessment Report November 2012 at <http://goo.gl/eV3IG>.



5 | Honest, fair and transparent when we make decisions

Using sound evidence

The Council has carried out analysis to assess the cumulative impact of the recession and national policy changes, such as Welfare Reform, on the health and wellbeing of Coventry's population and for specific vulnerable groups. This information will be used to inform future decisions on service changes, to identify who will be affected and what support or advice the Council and partner organisations can provide.

Explaining our decisions

The Council consulted on its budget and savings proposals in January 2013. Through presentations to local residents, partner organisations and the Youth Council, the Council explained the level of spending cuts, the savings that had to be made and how the decisions were likely to impact on local services. A fact sheet called *Feeling the Pinch* (available at coventry.gov.uk/info/200009/0/1732/0/7) helped explain some of the budgetary pressures that the people of Coventry and the Council were facing. The final February 2013 budget included a freeze in Council Tax for 2013/14.

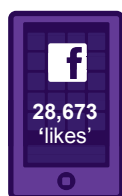
Making information easy to understand

Ward profiles

Using information from the Census and the Household Survey, the Council produced profiles for each of the city's electoral wards, as well as subject-specific profiles on a range of issues such as housing, community safety, and health & wellbeing. This is published online at www.coventrypartnership.com/research/householdsurvey.

Keeping Coventry moving

Using the Council's website, Facebook page and Twitter feed, residents were kept up-to-date with the latest school closures and travel news during the heavy snow in January 2013. The amount of activity saw the number of Twitter followers and Facebook 'likes' grow by 4,000.



[facebook.com/coventrycc](https://www.facebook.com/coventrycc)

@coventrycc



Twitter followers and Facebook 'likes' of 28 May 2013.

Consulting local people

The Council consults with local people at all stages of its decision making process. In 2012/13, the system was revamped so that local residents and other interested parties can track consultations all the way from the initial survey right through to the outcome all on a single page. Consultations are published online at coventry.gov.uk/consultations/, and are also widely publicised through local channels as relevant, for instance, Neighbourhood Forums and community groups.

Feeling the pinch

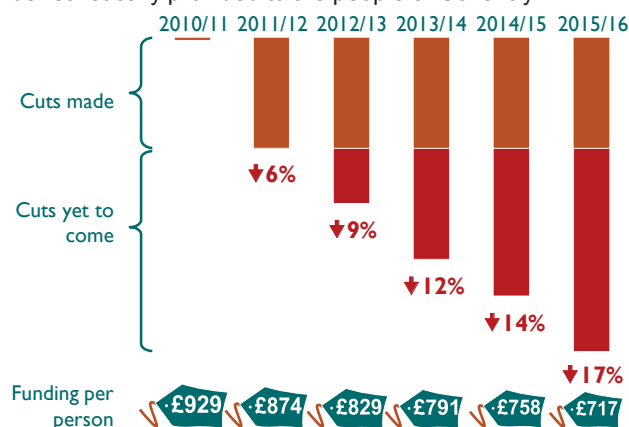
Living in Coventry

The UK economy has seen little real growth since the recession in 2008. While people's incomes remain stagnant, between 2008 and 2012, prices have gone up:



Your Council

The Council explained how the record cuts in the money it gets from the Government will affect what can be realistically provided to the people of Coventry.



TELEPHONE SURVEY

	Sep 2012	Mar 2013
"The Council treats all people fairly"	71%	71%
"The Council acts on the concerns of residents"	47%	47%
"I am informed about Council services & benefits"	56%	52%
"The Council promotes the interests of local people"	52%	53%

6 | Working with residents, communities and partners to get things done

Achieving our strategic objectives

The Council worked with partners through the Coventry Partnership, such as the Coventry Law Centre, to deliver 26 road shows specifically to raise awareness and help disabled people understand changes to the national benefits system that might affect them.

The Council was one of ten organisations that worked together to organise a pop up shop in Broadgate in March 2013, to offer advice and guidance to local people about change in benefits and ways to reduce financial outgoings through reduced utility bills. Following this success a further pop up shop took place in Riley Square in Bell Green this April and more are planned throughout 2013.

Improving service delivery

On 19-20 October, the Council hosted CityCamp Coventry, a gathering of people from local government, businesses, community organisations and academia to share knowledge, web technologies and experience to use the web to help make Coventry an even better place to live. People were invited to submit ideas in the days leading up to the event on *Simpl Challenges*, with over 40 ideas received. These were developed over the two days and five shortlisted ideas were given help and support from the organisers, Council and the University. Find out more about CityCamp Coventry at www.citycampcov.org.uk.

Solving local problems

DisabledGo

The Council has worked with local disabled people and national charity *DisabledGo* to develop a web based guide providing information for disabled people about the accessibility of buildings in Coventry. The guide is based upon hundreds of surveys undertaken by local disabled people and offers anyone living, working or visiting the city detailed information about the accessibility of shops, pubs, restaurants, hotels, theatres and other services. The DisabledGo guide can be found at www.disabledgo.com.

Changing Places

Although there were existing accessible toilet facilities in the city centre, there was no facility that could be used by people with profound and multiple learning disabilities, as well as other serious impairments, who often need extra facilities to allow them to use the toilets comfortably. The Council worked with the learning disability charity *Mencap* and groups representing disabled people in Coventry to develop a *Changing Places* toilet on the ground floor of the Coventry Central Library building. A Changing Places toilet provides the right equipment including a height adjustable changing bench and a tracking hoist system; enough space for the disabled person and up to two carers; and a safe and clean environment. Access to the toilet is by Radar Key, available to purchase from the Central Library.

Welfare Reform road shows

26 road shows held across the City



informing 1,200 disabled people about how Welfare Reform would affect them.



#ccCov
CityCamp Coventry brought together people to share knowledge, web technologies and experience to help shape the future of Coventry.



Working with local people, many shops, pubs, restaurants, hotels, theatres and other services in Coventry are now listed on DisabledGo, providing disabled people with free detailed information.

www.disabledgo.com

7 | Celebrating all that's good about our city and its future

A welcoming city

Tourism

The Tourism Economic Impact Assessment 2011 shows that there has been an increase in day trips made to the city, the amount of money tourists spend and the number of jobs supported by tourism between 2009-11. The Coventry & Warwickshire Visitor Guide 2012/13 proved popular, with 15,000 printed copies reaching members of the public; 80,000 visits to the digital version on the Visit Coventry and Warwickshire website; and over 500 downloads of the guide.

City of peace and reconciliation

In January 2013, Coventry commemorated Holocaust Memorial Day for the 12th year. The focus this year was '*Communities together: build a bridge*' and the Council arranged speakers and performances to reflect this theme including a talk from Auschwitz survivor Mindu Hornick.

Community Cohesion Awards

The winners of this year's Coventry Community Cohesion Awards, held on 18 October 2012, are: Coventry Ambassadors (public sector); Coventry Language Café (voluntary/community small); Coventry University Students' Union's Bridging Cultures Project (voluntary/community large) and Warwick Arts Centre's Design and Paint project (private sector). Find out more: www.coventrypartnership.com/cohesionwinners2012.

A place people are proud of

Every six months, the Council carries out a telephone survey, canvassing residents' views. In March 2013, 64% of residents surveyed agreed that they were 'proud of Coventry' – a non-significant change from 65% in September 2012, suggesting that pride in Coventry has remained at a similar level. The new Broadgate came to life during 2012/13 with a number of events through the year. Particular highlights were Godiva Awakes, the annual Godiva Carnival Procession; the summer Global Market; the Christmas Lights Switch On; and an outdoor Ice Rink and Christmas International Market. The Council has continued to invest in Public Realm work, further improvement and de-cluttering of road junctions.

Maximising the benefits of the Olympics

One of the key contributors to the success of London 2012 in Coventry was the Coventry Ambassadors programme. Since the Olympics, the work of the Coventry Ambassadors has continued, supporting the Coventry Half Marathon and the Davis Cup Tennis at the Ricoh Arena. More than 80 Ambassadors attended a focus group consultation on planning for their legacy, and following this the Council has supported Coventry University's innovative proposal for the development of the Coventry Ambassadors as a social enterprise. This will mean that they can play a key role in future events for the city, promoting the city to visitors and residents alike and helping with future bids for major sporting events.

Welcome to Coventry

The Council is helping to make the city of Coventry an attractive and vibrant place to live, work and visit

web visitcoventry.co.uk

[f](#) Visit Coventry

[t](#) @CoventryTourism

64% of residents are proud of Coventry

This is virtually unchanged from September when 65% of residents surveyed were proud of Coventry, and 66% said that co-hosting the Olympics increased their level of pride in the city.

Coventry Ambassadors

100%
of Coventry Ambassadors would volunteer again.

97%
of volunteers rated their experience as very good or excellent.

In 2013, Coventry Ambassadors will become a social enterprise developed in partnership with Coventry University.



Coventry, proud to be a city that works to...

Transform the Council to enable us to deliver our vision and objectives

Executive summary

In 2012/13, the Council's revenue outturn was £3.5m less than the budget. The Council's transformation programme, **abc programme – a better Council for a bolder Coventry**, delivered £18.9m in savings – short of the £19.2 target. Despite cuts to budgets, performance remains well managed with 71% of the Council's headline indicators either improving or staying the same. Further work is being undertaken to make it easier for people to access the services they need, and make the Council a greener and more sustainable organisation. In February, the Council approved a balanced budget for the coming year, in the context of further, unprecedented cuts to the Council's budget. Further savings will be met through the review and redesign of services.

Resources

£18.9m

abc programme savings in 2012/13



↑18%

in estimated energy use by the Council in 2012/13

↑2%

in estimated carbon emissions in 2012/13

Did you know?

Construction work on the Heatline project to supply city centre buildings with heat generated by the energy from waste facility started in 2012/13. This will have a big impact on energy use, by creating a low carbon source of energy.

60% of waste generated by the Council's offices in the city centre is now recycled.



MARCH 2013

Results from the March 2013 Telephone Survey, a survey of 1,100 residents, found that...



COVENTRY
TELEPHONE
SURVEY

65%

are satisfied with the way the Council runs things



50%

agree that the Council provides value for money



Performance

71%

of the Council's Headline Indicators either improved or stayed the same in 2012/13.



Sickness absence

Staff sickness absence has increased by 0.4 days in 2012/13.



9.13 days
2011/12



9.53 days
2012/13

Health and safety

583

accidents reported



848

assaults reported



On average, Council staff spent
4.98 days
on training and development activity in 2012/13



8 | Reviewing and improving services

8.1 | Easier for people to access services they need

The Council's customer management system, myCov was upgraded and services enhanced. This means that the Contact Centre can deal with additional service requests, starting with Environmental Services and rolling out to other services over the coming year.

Plans to move customer contact to a more self-service basis have started through the development of on line enquiry forms which will be tested and implemented over the course of 2013. The Customer Connect programme will over the next two years allow for more self-service giving citizens greater access channels and simplifying access to services.

8.2 | Review what we do to ensure value for money

Savings of £18.9m have been identified through the abc transformation programme, this falls short of the target savings of £19.2m. The ICT review over achieved its target for the year, while some reviews have reported a shortfall against target. Most of these reviews are predicting that savings targets will be met in full, but later than anticipated and action plans are in place to support this. In addition, while the Children's Services review had no budgeted savings target for 2012/13, it did anticipate delivering a reduction in costs of £1.252m which was not achieved. Further information on work to safely reduce the number of looked after children is in section 3.5 (Page 14).

There has been an increase of 6.8% in reported avoidable contact for the year 2012/13. 21% of all

8.3 | We find ways of doing things better, including working with partners across the city and beyond

abc Transformation Programme

During the last six months, the abc Programme has continued to deliver a variety of service improvements across the Council. A full outline of the status of each project will be reported to Cabinet in June 2013. Some highlights of service improvements include the delivery of 3,000 days of training for staff in **Business Services** to enable greater flexibility and continuity of service. Three **Commissioning and Procurement** panels are now operational to improve decision making, forward planning and secure value for money on Council expenditure. **Green Champions** have been launched to promote behavioural change to reduce energy usage. The **Corporate Catering Review** has delivered a new marketing website for St Mary's Guildhall, which has contributed to an increase in 12% of bookings for weddings across the year.

Indicator	Coventry	Progress & Target	
Number of self-service transactions undertaken under development	N/A	N/A	N/A
Residents surveyed who are satisfied with the way the Council runs things March 2013 telephone survey data	65%	×	

65% of residents surveyed in March 2013 are satisfied with the way the Council run things. This is a slight reduction from **71%** in September 2012.

Indicator	Coventry	Progress & Target	
Savings delivered during the year – abc Transformation Programme 2012/13	£18.9 m	✓	×
Percentage of avoidable customer contact ¹ 2012/13	21.64%	×	N/A
Residents who agree that the Council delivers value for money March 2013 telephone survey data	50%	=	

¹ The accurate capture of avoidable contact has improved in the last 12 months which in part reflects the increase compared to previous years.

recorded avoidable contact relates to missed bin collections followed by fly tipping and new bin requests at around 15%. This information is used to identify areas where service improvement or redesign can help to improve customer experience and deliver better value for money.

Partnership working

Working closely with partners is important in all aspect of the Councils work.

For example, during 2012/13 the Council worked closely with partners to recognise the scale of the challenges brought about by **Welfare Reform** and to plan how to identify and respond to resulting needs in the most effective way.

Sub-regional working

The **Coventry, Solihull and Warwickshire** annual review of sub-regional working identifies that there were over 102 examples of collaborative working during 2012/13.

Real savings of £4.5 million per annum across the region have already been identified from sub-regional working in areas such as shared highways maintenance, recycling and street sweepings.

9 | Using resources effectively

9.1 | Our Medium Term Financial Strategy provides the resources to meet our priorities, delivers a balanced budget and equips us to face the future with confidence

In 2012/13 revenue expenditure has been £3.5m less than the budget. Capital expenditure has also been lower than expected, leading to £9m less borrowing than originally planned. The budget report approved on 26 February 2013 set a balanced revenue

9.2 | We make best use of all our resources and the Council's carbon footprint is reduced

Although the final figures for the Council's energy use and carbon emissions for 2012/13 will not be available until early July, our best estimates are that energy use increased by nearly 18% compared to last year. This was due to heating demand being nearly a third higher over the unusually long and cold winter with on-going improvements in energy efficiency helping to avoid an even larger increase over the year. The Sustainability and Low Carbon Fundamental Service Review has identified further savings in energy and carbon and, after partial achievement of the first year target, will work to ramp up savings in year two as energy conservation projects are implemented and use of buildings rationalised.

Performance on energy and efficiency is reported to Corporate Management Board on a regular basis. The *Meeting the Low Carbon Challenge* programme was launched to 131 Senior Managers, and since December 2012, 140 *Green Champions* have been identified across the Council leading their teams to think about ways in which they can help to reduce carbon usage.

9.3 | Performance is well managed

The Council's performance management arrangements, revised in 2011, ensure that Council Plan priorities are translated into Directorate, service and individual plans. Many of the measures included in this report are key priorities for Directorates and regularly reviewed to make sure that progress is made.

In 2012/13, 71% of the Council Plan indicators either improved or stayed the same. Only 15% got worse and that is despite the major restructuring and downsizing in resources that the Council has had to continue to make during 2012/13.

Indicator	Coventry	Progress & Target	
Balanced capital and revenue budget outturn for 2012/13	✓	✓	✓

budget for 2013/14. The Council's medium term financial position shows that there are budget gaps in future years and the Council is pursuing the actions set out in the Medium Term Financial Strategy, approved in January 2013, to address this position.

Indicator	Coventry	Progress & Target	
Total energy use in Council buildings and schools (including fleet) 2012/13 estimate	160,114,520 kWh	✗	✗
CO ₂ emissions from Local Authority operations 2012/13 estimate	52,728 tonnes	✗	✗

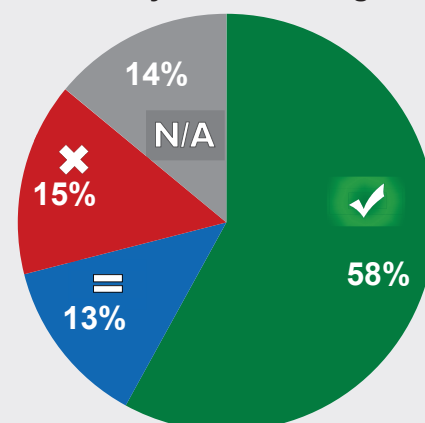
The implementation of the Heatline Project, as reported in section 1.6 of this report, will have a significant impact on the Council's energy use and CO₂ emissions for 2013/14 and beyond.



The internal recycling scheme has been rolled out to all City Centre offices and approximately 60% of all waste is now recycled.

The number and percentage of Council Plan headline indicators that have improved, stayed the same, got worse, or can't say.

In 2012/13, out of the 100 headline indicators, 58% of indicators improved; 13% stayed the same; and 15% got worse. It is not possible to say for the remaining 14% where an indicator is non-directional, or no comparable data is available.



10 | Supporting Councillors and staff**10.1 | Councillors and employees develop the skills, and access the training and support they need**

The completion of mandatory training in five subject areas is a priority for all employees. Good progress has been made since this measure was first reported at the half year, although the target of at least 70% of employees across all subject areas has not yet been achieved. New ways to complete mandatory training have been introduced to give more options for service managers and employees. This will have a positive impact on future results.

An average of 4.98 days per employee was spent on training and development achieving the target of at least 3 days but slightly less than the previous year; this reflects the Council's continuing commitment to developing employees.

10.2 | The diversity of the Council's workforce is representative of the local community

The percentage of Council employees from an ethnic minority background is 13.2%. This has increased since the half year position of 13.1%. The percentage of employees who are disabled people is 4.54%; this has also increased since the half year position of 3.88%. Both figures represent an increase over 2011/12.

A data gathering exercise in the early part of 2013 aims to increase the data held on employees especially around disability and ethnicity. The Workforce Profile 2012/13 will be reported to Cabinet Member in August 2013 following the data collection exercise, which will also provide detail on the gender pay gap.

10.3 The health, safety and welfare of the workforce is maintained

There has been a slight increase in the days lost due to sickness absence as compared to 9.13 days for 2011/12. This also falls short of the target of 8.5 days per full-time equivalent. The increase has been across both short term and long term absences with a higher number of musculoskeletal and stress related absences across the Council. There has also been an increase in the number of incidents of absence from minor ailments. Proactive management of sickness absence is through the Promoting Health at Work procedures.

The total number of reported accidents to employees has fallen for the fifth consecutive year although the outturn is higher than the target milestone of 550. The accident rate has also decreased evidencing reduction in real terms and not due to changes in workforce numbers.

Indicator	Coventry	Progress	
		& Target	
Percentage of employees who have completed mandatory training March 2013			
...health and safety	52.71%	✓	✗
...fire safety	59.58%	✓	✗
...equalities / discrimination	51.28%	✓	✗
...customer service	45.75%	✓	✗
...safeguarding	62.63%	✓	✗
Average number of days per employee spent on training and development March 2013	4.98	✓	✓
% of Councillors learning and development needs identified that have been met March 2013	90%	✓	✓

Councillors learning and development needs have been met through a variety of external and internal events and officer support.

Indicator	Coventry	Progress	
		& Target	
% of employees who are... ...disabled people March 2013	4.54%		
...from an ethnic minority March 2013	13.20%		

Approximately 27% of working age residents in Coventry are from an ethnic minority background. (Annual Population Survey 2012)

Indicator	Coventry	Progress	
		& Target	
Average number of working days lost to sickness absence 2012/13	9.53	✗	✗
Total number of accidents recorded 2012/13	583	✓	✗
Total number of assaults recorded 2012/13	848	✗	✗

Interim target reductions for the number of accidents and assaults have been identified and these will be ratified and monitored through the Health and Safety Strategy Group.

The number of reported assaults to employees has increased when compared to a particularly low year in 2011/12 when 664 were recorded. It is still an improvement on the 2010/11 figure of 1,087.

Table of Indicators

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
 Jobs and growth							
CP 1.1a	Investment into the city and the sub-region	£212 mil. Total	£172 mil. total £69 mil. direct	✓	£85 mil.	✓	6
CP 1.1b	Jobs created by firms with direct or indirect Council involvement	1,650 jobs total	2,401 jobs total 1,302 jobs direct	✓	2,000	✓	6
CP 1.1c	New business VAT registration rate per 10,000 people aged 16+	37.8 2010/11	44.3 2011/12	✓	⬆	✓	6
CP 1.2a	Jobseeker's Allowance claimant count (seasonally-adjusted)	4.9%	4.6%	✓	⬇	✓	6
CP 1.2b	Average employment rate	63.0% Jan-Dec 2011	64.9% Jan-Dec 2012	=	⬆	=	6
CP 1.2c	Unemployed people supported	4,080	5,672	✓	2,000	✓	6
CP 1.2d	People helped into a job	1,210	1,386	✓	700	✓	6
CP 1.3(i) REVISED INDICATOR	People aged 16-64 qualified to NVQ2+	62.7%	65.5%	=	⬆	=	7
CP 1.3(ii) REVISED INDICATOR	People aged 16-64 qualified to NVQ3+	46.9%	50.3%	✓	⬆	✓	7
CP 1.3(iii) REVISED INDICATOR	People aged 16-64 qualified to NVQ4+	26.8%	26.8%	=	⬆	=	7
CP 1.4a	% of 16-18 year olds not in education, employment or training (NEET)	6.0% 680 young people Dec 2011	5.2% 540 young people Dec 2012	✓	Targets for 2012/13: 4.2% <435 NEETs 16-18 5.1% <2,146 JSA 18-24 ⬆1,050 by March 2014 against Dec 2010 baseline of which 25% (⬆263) from NEETs and 16-18 75% (⬆787) from JSA 18-24	✗	7
CP 1.4b	% of 18-24 year olds claiming Jobseeker's Allowance (JSA)	6.7% 7.2% 2,895 3,105 Dec 2011 Mar 2012	5.7% 2,405 young people Dec 2012	✓		✗	7
CP 1.4c	Apprentices on the Council's own Apprenticeship Scheme	49 in post 31 Mar 2012	83 in post 31 Mar 2013 54 new apprenticeships in 2012/13	✓	120 apprentices in 3 years 30 new apprenticeships in 2012/13	✓	7
CP 1.4d	Apprenticeships with local employers and placements	74	97	✓	90	✓	7
CP 1.5a	Number of affordable homes delivered	351	393	✓	304	✓	8
CP 1.5b	Empty properties brought back into use	201	283	✓	211	✓	8
 Better pavements, streets and roads							
CP 2.1a	% of carriageway maintenance completed	98%	96%	✓	100%	✗	10
CP 2.1b(i)	Roads and footways which are in good or acceptable condition: ...principal roads (A roads)	93%	94%	✓	94%+	✓	10
CP 2.1b(ii)	Roads and footways which are in good or acceptable condition: ...non-principal roads (B & C roads)	85%	88%	✓	85%+	✓	10
CP 2.1c	Roads and footways which are in good or acceptable condition: ...unclassified roads	81%	84%	✓	81%+	✓	10
CP 2.1d	Roads and footways which are in good or acceptable condition: ...footways	42%	45%	✓	45%+	✓	10
CP 2.1e(i) REVISED INDICATOR	% of residents surveyed satisfied with roads	49%	35%	N/A	⬆	N/A	10
CP 2.1e(ii) REVISED INDICATOR	% of residents surveyed satisfied with pavements		48%	N/A	⬆	N/A	10
CP 2.2a	Improve street cleanliness: litter	7%	Not available	N/A	Indicator being redesigned	N/A	10
CP 2.2b	Reduction in fly-tipping in the city – number of fly-tips in the city	3,177	2,837	✓	3,018 or fewer	✓	10

Council Plan 2012/13 End of Year Performance Report

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
CP 2.2c	% of residents surveyed satisfied that the Council keeps the land clear of litter and refuse	69% Sept 2012	67% Mar 2013	=	↕	N/A	10
CP 2.3a	Household waste recycled and composted	39.3%	38.5% Provisional	✗	40%+	✗	10
CP 2.3b	Residual household waste collected per household	567 kg	568 kg Provisional	✓	Less than 605 kg	✓	10
CP 2.3c	Cost of household waste collection per household	£43.70 2011/12	£43.70 2011/12 no updates yet	N/A	Less than £45 target for 2011/12	N/A	10
CP 2.3d(i)	% of residents surveyed satisfied with refuse collection	87% Sept 2012	83% Mar 2013	✗	↕	N/A	10
CP 2.3d(ii)	% of residents surveyed satisfied with recycling	87% Sept 2012	87% Mar 2013	=	↕	N/A	10

Support and celebrate our young people

CP 3.1	REVISED INDICATOR Children in relative poverty (revised local child poverty measure, including dependent children aged 16 to 19)	27% 2011	23.3% 2012	✓	↕	✓	12
CP 3.2a(i)	% making expected progress from Key Stage 1 to Key Stage 2 in English	84%	90%	✓	89%+ To match the England average	✓	12
CP 3.2a(ii)	% making expected progress from Key Stage 1 to Key Stage 2 in Maths	82%	87%	✓	87%+ To match the England average	✓	12
CP 3.2b	Level 4+ in both English and Maths at the end of Key Stage 2	71%	75%	✓	79%+ To match the England average	✗	12
CP 3.2c	Five good GCSEs (A* to C) including English and Maths	54.7%	58.7%	✓	58.8%+ To match the England average	✗	12
CP 3.2d	Five good GCSEs (A* to C) in any subject	86%	87.4%	✓	↕	✓	12
CP 3.2e(i)	% making expected progress from Key Stage 2 to Key Stage 4 in English	69%	68.8%	✗	73.9%+	✗	12
CP 3.2e(ii)	% making expected progress from Key Stage 2 to Key Stage 4 in Maths	62.8%	69.5%	✓	70.2%+	✗	12
CP 3.2f	A-Level pass rate (A* to E)	97.4%	97.7%	✓	↕	✓	12
CP 3.2g i-a	REVISED INDICATOR % of pupils attending nurseries judged good / outstanding by Ofsted	100% Aug 2012	100% Mar 2013	✓	Target: 100% Interim target: 65%+	✓	13
CP 3.2g i-b	REVISED INDICATOR % of pupils attending primary schools judged good / outstanding by Ofsted	42.0% Aug 2012	59.8% Mar 2013	✓	Target: 100% Interim target: 65%+	✗	13
CP 3.2g ii	REVISED INDICATOR % of pupils attending secondary schools judged good / outstanding by Ofsted	80.0% Aug 2012	85.6% Mar 2013	✓	Target: 100% Interim target: 65%+	✓	13
CP 3.2g iv	REVISED INDICATOR % of pupils attending special schools judged good / outstanding by Ofsted	78.0% Aug 2012	73.4% Mar 2013	✗	Target: 100% Interim target: 65%+	✓	13
CP 3.3a(i)	% immunised against Measles, Mumps and Rubella (MMR) by their 2nd birthday	94.6%	97.6% Apr-Dec 2012	✓	95%+	✓	13
CP 3.3a(ii)	% immunised against Diphtheria, Tetanus Polio, Pertussis & Hib (DTaP/IPV/Hib) by their 2nd birthday	98.2%	98.6% Apr-Dec 2012	✓	95%+	✓	13
CP 3.3c	Breastfeeding prevalence at 6 to 8 weeks	39.2% Oct-Dec 2011	48.4% Oct-Dec 2012	✓	↕	✓	13
CP 3.3d	Conceptions to girls aged under 18 (rate per 1,000 15-17 year olds)	50.2 2010	48.9 2011	✓	↕	✓	13
CP 3.3e	Obese children at Reception	10.7% 2010/11 school year	11.2% 2011/12 school year	=	↕	✗	13
CP 3.3f	Obese children at Year 6	20.2% 2010/11 school year	20.6% 2011/12 school year	=	↕	✗	13
CP 3.4a	Number of Common Assessment Framework forms currently live	1,231 Mar 2012	Not available	N/A	↕	N/A	14
CP 3.4b	Difference in point scores on the Being a Parent scale following completion of parenting course	8.37 Sep'11-Mar'12	11.27 Sep'12-Mar'13	N/A	No target set	N/A	14

Council Plan 2012/13 End of Year Performance Report

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
CP 3.4c	Parents completing a parenting course	806 parents Sep'11-Aug'12	453 parents Sep'12-Mar'13	✗	↶	✗	14
CP 3.5a	Looked After Children: rate per 10,000 population under 18 & number of children	82.0 580 children Mar 2012	85.8 606 children Feb 2013	✗	↷	✗	14
CP 3.5b	Child Protection Plan: rate per 10,000 population under 18 & number of children	59.9 423 children Mar 2012	75.9 536 children Feb 2013	✗	↷	✗	14
CP 3.5c	Social care referrals per 10,000 under 18 population	537.7	671.1 projections for 2012/13 based on Feb 2013 data	N/A	No target set	N/A	14
CP 3.5d	Repeat referrals to social care	20.0%	22.7% projections for 2012/13 based on Feb 2013 data	✗	↷	✗	14
CP 3.5e	Stability of Looked After placements (placements lasting 2+ years)	66.0%	67.7% projections for 2012/13 based on Feb 2013 data	✓	↶	✓	14
CP 3.5f	Young people aged 10-17 receiving their first reprimand, warning or conviction rate per 100,000	464	373	✓	↷	✓	14

Protect our most vulnerable residents

CP 4.1a	% of people in long-term community based services receiving self-directed support	51.3%	90.6%	✓	100%	✗	16
CP 4.1b	Social care-related quality of life (Annual Survey)	19.0	18.9	=	↶	=	16
CP 4.1c	Number of safeguarding alerts	813	805	✓	797 to 883	✓	16
CP 4.1d(i) NEW INDICATOR	Percentage of clients satisfied that top three safeguarding outcomes identified were met	Not available	89%	N/A	Baseline year no target set	N/A	16
CP 4.1d(ii) NEW INDICATOR	Percentage of clients satisfied that all safeguarding outcomes identified were met	Not available	73%	N/A	Baseline year no target set	N/A	16
CP 4.2	Percentage of young people with a Support Plan for transition to adult social care at the time of transition	92% Sep 2012	98% Mar 2013	✓	80%+	✓	16
CP 4.3a(i) & (CP 4.3a(ii)	Life expectancy at birth	Males: 77.2 years Females: 81.6 years 2008-2010		N/A	↶	N/A	16
CP 4.3a(i) (e) i & CP 4.3a(ii) (e) i	Inequality in life expectancy at birth	Males: 11.7 years Females: 7.9 years 2006-2010		N/A	↷	N/A	16
CP 4.3a(i) (e) ii & CP 4.3a(ii) (e) ii	Inequality in disability-free life expectancy at birth	Males: 16.6 years Females: 14.5 years 1999-2013		N/A	↷	N/A	16
CP 4.3b	Four-week smoking quitters	1,319 3,355 quitters Apr'11-Mar'12	885 2,293 quitters to date Apr'12-Dec'12	✓	3,107 quitters+	✓	16
CP 4.3c(i)a REVISED INDICATOR	Percentage of Telephone Survey respondents who say they smoke	21% Sept 2012	17% Mar 2013	✓	↷	N/A	17
CP 4.3c(ii)a REVISED INDICATOR	Percentage of Telephone Survey respondents who say they eat five or more portions of fruit and vegetables every day	32% Sept 2012	31% Mar 2013	=	↶	N/A	17
CP 4.3c(iii)a REVISED INDICATOR	Percentage of Telephone Survey respondents who say they participate in some form of physical activity at least five times a week	43% Sept 2012	44% Mar 2013	=	↶	N/A	17
CP 4.4a (i)	Crime rate per 1,000 population & number of crimes	76.7 24,732 crimes Apr'11-Mar'12	66.6 21,843 crimes Apr'12-Mar'13	✓	↷6%	✓	17
CP 4.4a (ii)	Number of anti-social behaviour incidents reported	19,610 incidents	14,626 incidents	✓	↷	✓	17
CP 4.4ba REVISED INDICATOR	Percentage of Telephone Survey respondents who say they feel safe in their local area after dark	67% Sept 2012	66% Mar 2013	=	↶	N/A	17
CP 4.5	Domestic violence/abuse victims known to the police	3,048	2,899	N/A	No target set	N/A	18
CP 4.6a	Homelessness cases prevented	914	976	✓	900+	✓	18
CP 4.6b	Number of households accepted as statutory homeless	578	545	✓	↷	✓	18
CP 4.7a	Drugs: % successfully exiting treatment	16.0% Apr'11-Mar'12	13.5% Apr'12-Mar'13	✗	↶	✗	18

Council Plan 2012/13 End of Year Performance Report

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
CP 4.7b	Alcohol: % completing care planned discharge	60% Apr'11-Mar'12	60% Apr'12-Mar'13	=	↑	=	18



Values

CP 5, 6 and 7	See main body of the report	20-22



Transforming the way we work

CP 8.1a	Number of self-service transactions undertaken	Not available	Not available	N/A	Indicator under development	N/A	24
CP 8.1b	Residents surveyed who are satisfied with the way the Council runs things	71% Sep 2012	65% Mar 2013	✗	↑	N/A	24
CP 8.2a	Savings delivered during the year through the abc Transformation Programme	£13.3 mil	£18.9 mil	✓	£19.2 mil+	✗	24
CP 8.2b	Percentage of avoidable customer contact	14.84%	21.64%	✗	↓	N/A	24
CP 8.2c	Residents who agree that the Council delivers value for money	54% Sep 2012	50% Mar 2013	=	↑	N/A	24
CP 9.1	Balanced capital and revenue budget outturn for 2012/13	Balanced	Balanced	✓	Balanced budget outturn	✓	25
CP 9.2a	Total energy use in Council buildings and schools (including fleet)	135,442,260 kWh 2011/12 actual	160,114,520 kWh 2012/13 estimate	✗	↓	✗	25
CP 9.2b	Carbon dioxide emissions from Local Authority operations	51,811 tonnes 2011/12 actual	52,728 tonnes 2012/13 estimate	✗	↓	✗	25
CP 9.3	The number and percentage of Council Plan headline indicators that have improved, stayed the same, got worse, or can't say. See main body of the report						25
CP 10.1a (i) NEW INDICATOR	% completing mandatory training courses in health and safety	33.00% Sep 2012	52.71% Mar 2013	✓	70%+	✗	26
CP 10.1a (ii) NEW INDICATOR	% completing mandatory training courses in fire safety	41.00% Sep 2012	59.58% Mar 2013	✓	70%+	✗	26
CP 10.1a (iii) NEW INDICATOR	% completing mandatory training courses in equality and diversity	26.00% Sep 2012	51.28% Mar 2013	✓	70%+	✗	26
CP 10.1a (iv) NEW INDICATOR	% completing mandatory training courses in customer service	23.00% Sep 2012	45.75% Mar 2013	✓	70%+	✗	26
CP 10.1a (v) NEW INDICATOR	% completing mandatory training courses in safeguarding	50.00% Sep 2012	62.63% Mar 2013	✓	70%+	✗	26
CP 10.1b	Average number of days per employee spent on training and development	5.36 days	4.98 days	✓	3 or more days	✓	26
CP 10.1c	% councillors' learning and development needs identified that have been met	90%	90%	✓	80%+	✓	26
CP 10.2b i	% of employees who are disabled people	3.99%	4.54%	✓	↑	✓	26
CP 10.2b ii	% of employees who are from an ethnic minority	12.72%	13.20%	✓	↑	✓	26
CP 10.4a	Average number of working days lost to sickness absence per full time equivalent	9.13 days	9.53 days	✗	8.5 or fewer days	✗	26
CP 10.4b(i) REVISED INDICATOR	Total number of accidents	628	583	✓	Less than 550	✗	26
CP 10.4b(ii) REVISED INDICATOR	Total number of assaults	664	848	✗	Less than 650	✗	26

Table of Equality Indicators

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
Jobs and growth							
CP 1.2 (e)	Number of unemployed disabled people supported into jobs by the Council	36 2011/12	43 2012/13 supported by The Employment Support Service only				6
CP 1.4c	Apprentices on the Council's own Apprenticeship Scheme	49 in post 31 Mar 2012	83 in post 31 Mar 2013 54 new apprenticeships in 2012/13		120 apprentices in 3 years 30 new apprenticeships in 2012/13		7
Better pavements, streets and roads							
CP 2.1a (e)	The percentage difference between priority and non priority areas assessed as having litter that fall below an acceptable level	Not available	Not available	N/A	No target set	N/A	10
Support and celebrate our young people							
CP 3.2c	Five good GCSEs (A* to C) including English and Maths: Coventry average	54.7%	58.7%		58.8%+ To match the England average		12
CP 3.2 (e)	The percentage difference between the following and the average in achieving five good GCSEs (A*-C) including English and Maths: % achieved (% gap)						12
CP 3.2c (e) i	Black African	50.0% (4.7% gap)	61.2% (2.5% better than average)		 To reduce the gap		12
CP 3.2c (e) ii	Mixed White Black African	50.0% (4.7% gap)	25.0% (33.7% gap)				12
CP 3.2c (e) iii	Black Caribbean	42.4% (12.3% gap)	55.1% (3.6% gap)				12
CP 3.2c (e) iv	Black Other	48.0% (6.7% gap)	60.0% (1.3% better than average)				12
CP 3.2c (e) v	Transient Communities	39.7% (15% gap)	Not available	N/A		N/A	12
CP 3.2c (e) vi	Disadvantaged (Pupil Premium / Free School Meals)	32.7% (22.0% gap)	35.0% (23.7% gap)				12
CP 3.2c (e) vii	Special Educational Needs	19.2% (35.5% gap)	24.5% (34.2% gap)				12
CP 3.2c (e) viii	Looked After Children	12.5% (42.2% gap)	12.7% (46.0% gap)				12
CP 3.2c (e) ix	Gypsy/Roma	0.0% (54.7% gap)	4.8% (53.9% gap)				12
CP 3.2c (e) x-a	Boys	50.0% (4.7% gap)	53.9% (4.8% gap)				12
CP 3.2c (e) x-b	Girls	58.0% (-3.3% better than average)	63.4% (4.7% better than average)		No target set - already above city average		12
CP 3.3d	Conceptions to girls aged under 18 (rate per 1,000 15-17 year olds)	50.2 2010	48.9 2011				13
Protect our most vulnerable residents							
CP 4.1a	% of people in long-term community based services receiving self-directed support	51.3%	90.6%		100%		16
CP 4.1b	Social care-related quality of life (Annual Survey)	19.0	18.9				16
CP 4.3a(i) (e) i & CP 4.3a(ii) (e) i	Inequality in life expectancy at birth	Males: 11.7 years Females: 7.9 years 2006-2010		N/A		N/A	16
CP 4.3a(i) (e) ii & CP 4.3a(ii) (e) ii	Inequality in disability-free life expectancy at birth	Males: 16.6 years Females: 14.5 years 1999-2013		N/A		N/A	16
CP 4.4d (e)	Reported offences motivated by hatred/prejudice towards a person because of their actual/perceived protected characteristic of...						17
CP 4.4c (e) i	...disability (disability hate crime)	21	29	N/A		N/A	17

Council Plan 2012/13 End of Year Performance Report

Council Plan Reference	Indicator title	Previous Performance 2011/12	Latest Performance 2012/13	Progress	Target	Target Status	Find out more on page...
CP 4.4c (e) ii	...race/ethnicity (racist incidents)	402	270	N/A	 To increase reporting	N/A	17
CP 4.4c (e) iii	...sex/gender or transgender (gender identity/reassignment)	2	0	N/A		N/A	18
CP 4.4c (e) iv	...sexual orientation (homophobia)	28	27	N/A		N/A	18
CP 4.4c (e) v	...religion or belief	5	10	N/A		N/A	18
CP 4.5	Domestic violence/abuse victims known to the police	3,048	2,899	N/A	No target set	N/A	18
CP 4.6a	Homelessness cases prevented	914	976		900+		18
CP 4.6b	Number of households accepted as statutory homeless	578	545				18
CP 4.7a	Drugs: % successfully exiting treatment	16.0% Apr'11-Mar'12	13.5% Apr'12-Mar'13				18
CP 4.7b	Alcohol: % completing care planned discharge	60% Apr'11-Mar'12	60% Apr'12-Mar'13				18



Values

CP 5, 6 and 7

See main body of the report

20-22



Transforming the way we work

CP 10.2b i	% of employees who are disabled people	3.99%	4.54%				26
CP 10.2b ii	% of employees who are from an ethnic minority	12.72%	13.20%				26



Public report Cabinet

A separate report is submitted in the private part of the agenda in respect of this item, as it contains details of financial information required to be kept private in accordance with Schedule 12A of the Local Government Act 1972. The grounds for privacy are that it refers to the identity, financial and business affairs of an organisation and the amount of expenditure proposed to be incurred by the Council under a particular contract for the supply of goods or services.

Cabinet
Council

9th July 2013
23rd July 2013

Name of Cabinet Member:

Cabinet Member (Business, Enterprise and Employment) – Councillor Kelly

Director Approving Submission of the report:

Director of City Services & Development

Ward(s) affected:

Radford

Title:

Freehold Disposal of the former Central Depot Foleshill to Barratts PLC

Is this a key decision?

Yes

The proposal in the report will result in financial implications exceeding £500k.

Executive Summary:

The Council owned site is approximately 7.45 acres (3.0 hectares) and is shown edged red on the plan annexed to this report ("the Site"). A residential development upon the Site is proposed by Barratts PLC. The Site was previously used as a depot by the Council's then City Engineers Department and was subsequently demolished and cleared in 2002.

An Outline Planning Application was submitted and approved by planning committee for up to 143 dwellings under planning ref OUT/2012/1834 on the 13th December 2012.

Following approval, the Site was marketed for residential development by tender with 66 requests for a tender pack and the following bids were received:-

Helical Retail Ltd *
Barratts & David Wilson Homes PLC
Keepmoat

The submission by Helical Retail Ltd was non-compliant as the proposal was for a supermarket, which could not be supported by the Planning Department in policy terms. The submission by Keepmoat, on further analysis of the bid omitted the required education contribution and the base land value was revised downwards.

The Barratts offer for the Site has been approved by the Councils Valuation Panel as representing "Best Value" and therefore satisfying the Council's legal requirement to achieve the best price reasonably obtainable in accordance with the provisions of Section 123 of the Local Government Act 1972.

Recommendations:

Cabinet are requested to recommend that Council :

1. Authorise the disposal of the Site to Barratts.
2. Delegate to the Assistant Director of City Centre and City Development Services in consultation with the Cabinet Member for City Development, any subsequent variation in terms.
3. Delegate to officers within Finance and Legal Services Directorate to complete the necessary legal documentation and collect the agreed consideration

Council are recommended to approve 1 to 3 above.

List of Appendices included:

Site Plan

Background papers:

None

Other useful papers:

Planning Application Reference Number OUT/2012/1834 –report to Planning Committee on 13th December 2012

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 – 23rd July 2013

Report title:

1. Context (or background)

- 1.1 The Site is located to the north of Coventry City Centre, a short distance from junction 1 on the ring road, bordered to the east by Foleshill Road, the west Coventry Canal and the north by a former petrol filling station and car showroom. The site area is 7.45 acres (3.0 hectares).
- 1.2 The Site was previously used by the Councils Engineers Department however due to the previous uses; it has resulted in the Site being heavily contaminated. In 2002 after approximately 35 years of operation the Site ceased to be used for operational purposes was closed, demolished and cleared.
- 1.3 The Site forms an important gateway to the City Centre, in addition it sits opposite the award winning Electric Wharf development, and is subject to a planning consent granted in 2012 which sets a framework for the site to be developed into a sustainable community where people will live, work and relax in a high quality environment formed by distinctive streets and public spaces surrounded by well-designed contemporary architecture.
- 1.4 The Outline Planning Application was submitted for up to 143 residential dwellings, a mixture of houses and flats. The application was approved at planning committee on the 13th December 2012. Planning reference OUT/2012/1834
- 1.5 Following planning approval the Site was subsequently marketed and 66 tender packs were requested from interested parties. The following bids were submitted:-

Helical Retail Ltd *
Barratts & David Wilson Homes PLC
Keepmoat

1.6 Helical Retail Ltd

Whilst the Helical Retail Ltd submission offers the highest tender bid, the proposal for the development of a supermarket on the former Central Depot site could not be supported by the planning department. The site is situated outside the Primary Shopping Area (PSA) and the southern tip of the depot is at least 600m from the PSA meaning that it cannot be considered edge of centre within the National Planning Policy Framework (NPPF) definition. It is also contrary to the Councils shopping strategy as defined in the Coventry Development Plan 2001 (CDP 2001).

1.7 Keepmoat

The tender submission proposed 116 units comprising of 115 houses and one flat. On analysis of the submission, it was apparent that the education contribution had been omitted. Keepmoat reappraised the submission bid however the base land value was reduced. In order to try and achieve the previously tendered value, further incentives such as shared equity retention and possible future construction savings were offered however there was no certainty that these could be realised and the revised price was still lower than the Barratts submission.

1.8 Barratts

Barratts submitted a bid in line with the approved planning permission for 143 dwellings comprising of 107 private & 36 affordable units, which is split into a mixture of flats (86 units) & houses (57 units). As per the planning approval, 25% of the dwellings have been set aside for affordable housing. As part of the socially rented allocation of units, Barratts will be providing strategically important family dwellings of which there will be 5 X 3bed units and 2 X 6 bed units. The 2 X 6 bed units, which will be able to accommodate up to 12 persons each are required as there is a pressing need for larger houses as identified in the Councils Housing & Homelessness Strategy.

- 1.9 The Barratts offer is subject to obtaining planning reserved matters approval. If the Barratts offer is approved by Cabinet, the reserved matters planning application will be submitted.
- 1.10 The offer has been approved by the Council's Valuation Panel as representing "Best Value" being the best price reasonably obtainable under the requirements set out in S123 of the Local Government Act 1972.
- 1.11 The on-going economic uncertainty must be taken into consideration and the continued effects on the property sector with regard to residential development. There are tentative signs of improvement in the economy however there are still underlying problems to the recovery of the housing market, which is proving difficult for first time buyers to secure a mortgage.

2. Options considered and recommended proposal

- 2.1 **Accept the offer** – The offer has been recommended as representing "Best Value" reasonably obtainable in accordance with the provisions under S123 of the Local Government Act 1972 and approved by the Council's valuation panel. The offer is a net figure and any abnormals or S106 costs have already been accounted for.

The development will see the remediation of a contaminated brown field site and if Barratts purchase the Councils interest, the obligation to remediate will be passed to the purchaser as a development obligation.

The design proposals to be submitted are based on a similar Barratts scheme in Leicester, which won a CABE design award. The design of the dwellings will complement the Electric Wharf development opposite and will finally see the long awaited regeneration of this Site.

The receipt will contribute towards corporate resources and it is expected that the capital receipt will be completed by the end of the financial year.

- 2.2 **Decline the offer**- The offer could be declined and the site could be remarketed however failure to accept an offer that has been recommended as best consideration would see the loss of a potential capital receipt to the Council. In addition, failure to agree to the disposal will see the loss of the opportunity to remediate a heavily contaminated site, loss of affordable housing and the benefits of regeneration.
- 2.3 **Remarket Site** - The Site could be reintroduced to the market at a later date but any delay would see the loss of the capital receipt, which is expected for this financial year 2013/2014. There would be further uncertainty on the future timing of when to bring the Site back to the market as interest in the site resulted in 66 requests for tender packs

but only 3 tenders submitted mainly due to the complications associated with the contamination.

- 2.4 Accept the Helical Retail Ltd offer-** this offer was made on a subject to planning basis, accordingly any receipt is dependent upon planning consent being granted for the foodstore. As planning colleagues could not support such a proposal it is considered most unlikely that this proposal would ever have resulted in a capital receipt. For this reason the offer has been rejected.

- 2.5 The recommendation is to accept the Barratts offer as per paragraph 2.1.

3. Results of consultation undertaken

- 3.1 As part of the outline planning application, consultation would have been undertaken and neighbouring occupiers were informed of the proposals for the Site.
- 3.2 It will be expected that Barratts will undertake further consultation with stakeholders as part of the reserved matters application to discuss and inform about the development proposals.

4. Timetable for implementing this decision

- 4.1 Providing Cabinet approval is granted, Barratts will submit the reserved matters planning application. It is expected that the reserved matters application will be approved within this financial year and the completion and the delivery of the capital receipt is subject to this approval.

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

The receipt will contribute towards corporate resources and it is expected that the disposal will be completed within this financial year.

5.2 Legal implications

The consideration represents best value reasonably obtainable by the Council upon the disposal of its land, as verified by the Valuation Office and the Councils valuation panel. This meets the Councils requirements to obtain best value reasonably obtained under the requirements in Section 123 Local Government Act 1972.

Officers within Finance and Legal Services Directorate will prepare and complete the necessary legal document in respect of the freehold disposal to Barratts and will collect the agreed purchase price.

6. Other implications

Property Implications

The proposed transaction will contribute towards the corporate financial target as mentioned in paragraph 5.1 above.

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)?

The capital receipt will contribute towards corporate resources and housing targets

6.2 How is risk being managed?

The risks have been identified in paragraph 2.2, with the loss of the capital receipt, housing (private & affordable) and the remediation of the Site.

6.3 What is the impact on the organisation?

The impact to the organisation will be minimal however it will generate additional work for officers within Finance & Legal Services Directorates in processing the freehold transfer to Barratts.

6.4 Equalities / EIA

An equality impact assessment is a process designed to ensure that a policy project or service does not discriminate against any disadvantaged or vulnerable people. Section 149 of the Equality Act 2010 imposes an obligation on Local Authorities to carry out an equality impact assessment when the local authority is exercising a public function.

An equality impact assessment has not been undertaken by officers as the proposal set out in this report relates to the granting of or the creation of a legal interest in the land and does not constitute a change in service delivery policy or the exercise of a public function.

6.5 Implications for (or impact on) the environment

The impact will be positive by re-using a heavily contaminated brown field site for residential development with all the dwellings being constructed to a minimum Code for Sustainable Homes Level 3.

6.6 Implications for partner organisations?

There are no implications for any partner organisations.

Report author(s):**Name and job title:**

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Directorate:

City Services & Development Directorate

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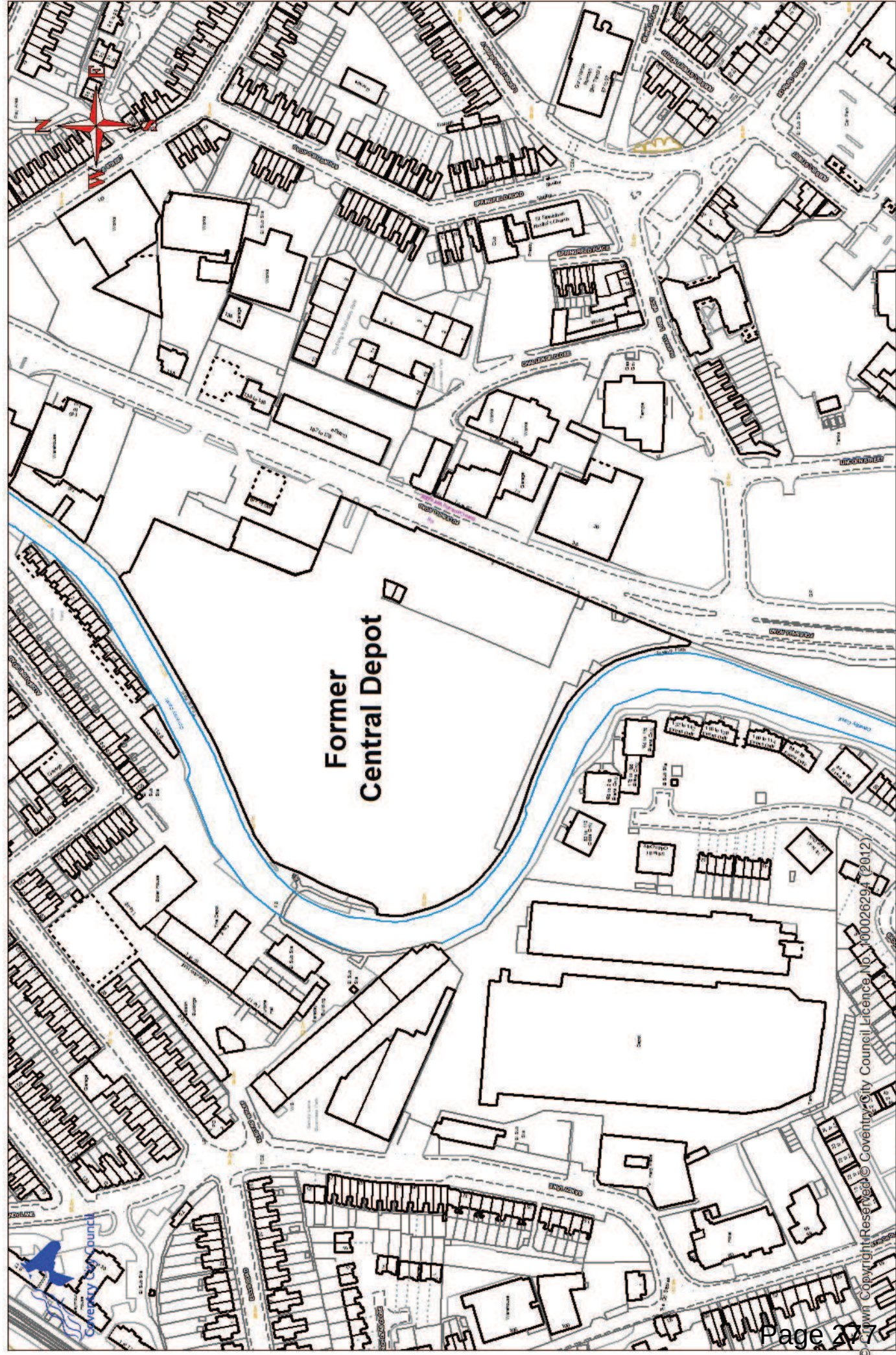
Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Richard Moon	Senior Development Executive	CS & DD	03.06.2013	04.06.2013
Other members				
Names of approvers for submission: (officers and members)				
Finance: Phil Helm	Finance Manager	Finance & legal	30.05.2013	30.05.2013
Legal: Julie Sprayson	Principle Legal Executive-Commercial Team	Finance & legal	30.05.2013	04.06.2013
Director: Martin Yardley	Director of City Services & Development		07.06.2013	07.06.2013
Members: Councillor Kelly	Cabinet Member (Business, Enterprise and Employment)		07.06.2013	10.06.2013

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Appendices



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Public report Cabinet Report

A separate report is submitted in the private part of the agenda in respect of this item, as it contains details of financial information required to be kept private in accordance with Schedule 12A of the Local Government Act 1972. The grounds for privacy are that it refers to the identity, financial and business affairs of an organisation and the amount of expenditure proposed to be incurred by the Council under a particular contract for the supply of goods or services.

Cabinet
Council

9 July 2013
23 July 2013

Name of Cabinet Member:

Cabinet Member (Business, Enterprise and Employment) – Councillor Kelly
Cabinet Member (Public Services) – Councillor Lancaster

Director Approving Submission of the report:

Director of City Services and Development

Ward(s) affected:

St Michael's Ward

Title:

Coventry City Centre Public Realm Phase 2 – Update Report

Is this a key decision?

Yes - The report sets out a large programme of expenditure (up to £5.402M)

Executive Summary:

Cabinet approved the second phase of city centre public realm works on October 9th 2012. Three schemes from that programme have been successfully completed: the second access to Pool Meadow, the new junction at Little Park St and New Union St and Bishop Street Pocket Park. Two further schemes are underway: High Street and Spon Street.

A number of factors have necessitated a rethink of the remainder of the programme:

- An opportunity to bid for further European Regional Development Funding (ERDF)
- A greater focus on the city's heritage offer as a key to regeneration;
- The approval of the Friargate Bridge means that Warwick Road will be closed at Junction 6 for much of 2014, therefore it will be necessary to ensure that other city centre roads remain open;
- The opportunity to create a civic space in front of the Council House that is worthy of an ambitious city and sets the standard for the redevelopment of the area that will be released by the move to Friargate;

- Funding for Gosford Gate has become available which provides a fantastic opportunity to provide a complete high quality route from Broadgate to Far Gosford St and to connect into the exciting proposals for Charterhouse;
- Centro have offered an additional £140,000 which will allow much needed improvements to Trinity St to be brought forward;
- Potential for sponsorship has led to a radical rethink of the proposals for Lidice Place to provide a quality green space that will draw visitors into the Spon Street area.

In conjunction with the Friargate works and the Barberry Development (Bishop St) this revised programme will see the 'medieval' cross completed to a high standard. These routes link many of our key heritage and development sites and it is vital that we create high quality links between these sites to best promote our city as a great place to invest and do business.

The revised programme will not require any additional council resources and will be managed within the resources identified in the October 9th report, together with additional ERDF, Centro, HCA and Liveability resources secured since then.

Recommendations:

Cabinet are asked to recommend to Council to:

1. Approve the revised programme of works for public realm Phase 2 as set out in Table 1.
2. Delegate authority to the Cabinet Members (Public Services and Business, Enterprise and Employment) to agree the detailed works for schemes in Coventry 2012 Phase 2 as set out in appendices A, B and C and their implementation subject to the availability of funding.

Council are requested to approve the above recommendations.

List of Appendices included:

Appendix A – Plan showing location of revised Phase 2 schemes

Appendix B - Descriptions of new and enhanced schemes

Appendix C – Plans of new and enhanced schemes

Other useful background papers:

Cabinet Report: Coventry 2012 Public Realm – January 21st 2011

Cabinet Report: Coventry 2012 Public Realm – November 8th 2011

Cabinet Report: Coventry City Centre Public Realm Legacy Phase 2 – October 9th 2012

Cabinet Report: Far Gosford Street Development Package: proposed extension of Site 1 and associated infrastructure works – March 10th 2009

Cabinet Report: European Regional Development Fund (ERDF) for Coventry City Council Projects - April 16th 2013

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 – 23 July 2013

Report title:

Coventry city Centre Public Realm Phase 2 – Update Report

1. Context (or background)

- 1.1 The background to the Coventry 2012 Public Realm Project was covered in a report to Cabinet on January 21st 2011. Phase 1 was completed in Summer 2012 and the success of these works led to Phase 2 being approved by Cabinet on October 9th 2012.
- 1.2 The success of the original programme led to a second phase being approved by Cabinet on October 9th 2012. The programme of works was set out in that report.
- 1.3 To date, the second entrance to Pool Meadow and the removal of the traffic lights at the junction of Little Park Street and New Union Street have been completely. Works are currently underway on High Street and Spon Street.
- 1.4 A number of opportunities have arisen since the second phase of public realm works was approved. These are:-
 - The invitation to bid for further European Regional Development Fund (ERDF);
 - A greater focus on the city's heritage offer as a key to regeneration;
 - The opportunity to create a civic space in front of the Council House that is worthy of an ambitious city and sets the standard for the redevelopment of the area that will be released by the move of council offices to Friargate;
 - Funding for Gosford Gate has become available which provides a fantastic opportunity to provide a complete high quality route from Broadgate to Far Gosford St and to connect into the exciting proposals for Charterhouse;
 - Centro have promised an additional £140,000 which will allow much needed improvements to Trinity St to be brought forward;
 - Potential for sponsorship has led to a radical rethink of the proposals for Lidice Place to provide a quality green space that will draw visitors into the Spon Street area;
 - Further phases of Heatline.
- 1.5 In addition, the approval of the Friargate Bridge project by Cabinet in June 2013 means that Warwick Road will be closed at Junction 6 for much of 2014. This has led to a rethink of the programme to ensure that other city centre roads remain open.
- 1.6 The primary purpose of this investment is to promote the regeneration of the city centre. There has been an increasing realisation of the wealth of Coventry's heritage (ancient and modern) and that the heritage offer needs to be more accessible and marketed as a package. This is especially relevant given the realisation that the role of city centres has to change and that the focus has to be on a much wider offer than just retail. We are very fortunate in Coventry in that we have a huge amount to offer in terms of our heritage and culture and given the opportunities listed above it is proposed to modify the programme set out in the Phase 2 report to reflect this latest thinking.
- 1.7 As a consequence a revised Phase 2 programme is set out in this report along with an outline of an extended programme of works subject to a successful ERDF funding extension.

2. Options considered and recommended proposal

- 2.1 It is proposed to focus investment within Phase 2 on completing works on the 'medieval cross' referred to in phase 1. (Railway Station to Canal Basin and Spon Street to Far Gosford Street).
- 2.2 These routes link many of our key heritage and development sites and it is vital that we create high quality links between these sites to best promote our city as a great place to visit, invest and do business.
- 2.3 The revised programme of schemes is set out in table 1 below:

Table 1 Proposed Revised Phase 2 Programme

Scheme	Comments
Pool Meadow	Completed February 2013
High Street	Complementary improvements to High Street to link Broadgate and Council House Square, enhanced scheme, scheme currently underway
Council House Square/Earl St*	Complementary high quality improvements to space in front of the Council House to link up with Broadgate and High Street
Jordan Well	Complementary improvements to public realm to improve link between Gosford St and Council House into the city centre.
Trinity Street*	Improvements to public realm to improve access for bus users and pedestrians
Gosford Gate*	Improvements to connectivity between Gosford St, Far Gosford St and Sky Blue Way, including public realm enhancements linking with the new Gosford St/Cox St junction.
Methodist Central Hall / Warwick Lane	Improvements to the setting of Methodist Central Hall to allow for outdoor seating area onto Bull Yard
Spon St	Public realm improvement scheme underway
Lidice Place/Queen Victoria Road*	Enhancements to improve links with Lower Precinct and Medieval Quarter
Bishop Street Pocket Park	New pocket park completed June 13.
Little Park Street / New Union Junction	Junction completed May 13.
Belgrade Junction*	Feasibility design costs
Fairfax Street*	Feasibility design costs

ADDITIONAL WORKS TO COMPLEMENT PHASE 1	
Broadgate	Rebuild bottom of ramp, repave links between Broadgate and Hertford St
Greyfriars Road	Remove circular brick planter south of Greyfriars Rd and landscape area in front of United Reformed Church
Trinity Street	Four tree planters adjacent to Primark
Cox Street	Six tree planters
Gosford Street	Replace black top with conservation flags to southern footway (Phoenix to flyover)
Hales Street	Removal of railings adjacent to Old Grammar School, extension of paving and additional drainage work and bollards at Whittle Arch

- 2.4 The asterisk (*) in the table above indicates where there has been significant change following the October 9th report. These changes are outlined in the paragraphs below and the new and enhanced proposals are described in more detail in Appendix B. The total cost of the revised programme is £5.402M; the funding sources are set out in section 5.1.
- 2.5 Council House Square: the decision to relocate council offices to Friargate will create a prominent major development site. There are a number of good quality buildings in the area and we have an opportunity to set the standard for the new development through the creation of a high quality public space in front of the Council House. The original approved scheme has, therefore, been replaced with a much more radical scheme.
- 2.6 Trinity Street: Proposals for Heatline and the need to resurface the road and relay some of the pavement have led to an acceleration of this scheme to reconfigure the bus stops in this street. This will provide an opportunity to plant more trees and to make a much more attractive link from Broadgate to the Transport Museum. Centro have pledged £140,000 towards this scheme.
- 2.7 Gosford Gateway: The availability of additional Homes and Community Agency and Liveability Funding means that with £315,000 of Phase 2 money we can build Gosford Gateway. This will substantially complete the link from Broadgate to Far Gosford Street in association with the planned works on High Street, Council House Square and Jordon Well /Earl Street. This will tie in with proposals to provide links to Charterhouse and London Road Cemetery along the River Sherbourne which is the subject of a separate HLF bid.
- 2.8 Lidice Place/Queen Victoria Road: Discussions with Spon St Traders, Mansfords (owners of the Skydome) and the managers of Lower Precinct have led to a re-think on the area in front of St Johns Church (Lidice Place). The original scheme was for a basic de-cluttering scheme along Queen Victoria Road and Corporation St from Greyfriars Road to Hill St. The revised proposal is to concentrate investment on Lidice Place and to create a garden square – in line with the wishes of citizens as expressed in earlier consultations. Some of the businesses involved have expressed an interest in sponsoring this area to ensure it is maintained to a high standard. This scheme will massively improve the link between the Precincts and Spon St and will help promote the area around Spon St and Hill St as a leisure/heritage/retail area.

- 2.9 Belgrade Junction: the works planned for this junction were extensive and would have involved considerable disruption to bus movements in 2014. Given the closure of Warwick Road and the need to divert buses to the station, it was felt appropriate to postpone this scheme to avoid further disruption to bus services.
- 2.10 Fairfax Street: uncertainties around Heatline proposals and the desire to focus resources on the 'medieval cross' have led to the postponement of this scheme. It is intended that more comprehensive proposals for Fairfax Street and Whittle Arch are put forward as part of the Phase 3 bid.
- 2.11 The council has been invited to bid for additional ERDF money. There is the potential to bid for ERDF to create an additional programme of up to £0.5M which could be used to improve the environment and upgrade the area beneath the flyover on Gosford Street. This would complete the works on the Broadgate to Far Gosford Street link. In addition we could also fund the creation of a high quality pedestrian crossing over London Road linking Charterhouse and London Road Cemetery to complete the heritage trail which is the subject of a separate bid to HLF.
- 2.12 The funding sources for the revised Phase 2 programme are set out in Table 2 in section 5.1. It should be noted that the revised phase 2 programme does not have any impact on other approved programmes of expenditure.

3. Results of consultation undertaken

- 3.1 A public consultation exercise was undertaken in early 2011 which resulted in significant changes to the design of the schemes. Over 2,500 people took part in this exercise. Since then, there has been an on-going discussion with city centre stakeholders, access groups and Centro.
- 3.2 Consultation with Access Groups has led to a number of changes including modifications to kerb heights and the use of more zebra crossings. All schemes incorporate trees and grass wherever practical in response to repeated calls for more greenery in the city centre.
- 3.3 There have also been discussions with developers and potential investors to understand what is important to them in terms of transforming the city centre and ensuring it is a place where businesses want to be located.

4. Timetable for implementing this decision

As described in paragraph 1.2, work is already underway on part of this programme. It is proposed to complete this programme by the end of March 2014 with those elements resulting in significant disruption to traffic being completed before Warwick Road is closed for Friargate Bridge. The last scheme to be completed will be Gosford Gateway as this can be constructed with minimal disruption to traffic.

5. Comments from Director of Finance and Legal Services

5.1 Financial implications

- 5.1.1 The revised programme totals £5.402M. Table 2 below sets out how this will be funded and the changes from the approved programme approved by Cabinet last October:

Table 2 - Resource Package for Public Realm Phase 2

The table below identifies the revised resource package for Public Realm Phase 2. The table also includes the original agreed resources, which allows us to identify the changes to the resource package since the agreed Cabinet Report on 9th October.

Resources	Revised Resource Package (Jul 13 Report) £'000
ERDF	1,750
Severn Trent (balance from Phase 1)	733
Centro	449
Other Council Programmes	870
LTP – Integrated Transport Grant	1000
Gosford Gate Liveability Fund	200
HCA Grant (Awaiting Confirmation)	400
TOTAL	5,402

The Phase 2 changes above reflect additional grant monies secured from DCLG (ERDF), Centro, HCA and Liveability. No corporate contributions are required.

5.2 Legal implications

5.2.1 The schemes listed in Appendix B will be delivered under the Council's general highway improvement/traffic management powers under the Highways Act 1980 except in relation to any new or amended formal pedestrian crossings/traffic regulation orders/traffic-calming which will be implemented following a separate statutory notice/objection process under the Road Traffic Regulation Act 1984.

5.2.2 The Council will use the general power of competence under the Localism Act 2011 to act as guarantor and accountable body under the HCA Grant

6. Other implications

Any other specific implications

6.1 The completed Phase 1 works are already demonstrating their ability to help attract investment into the city centre and will be instrumental in helping to attract interest for the South Side redevelopment and thereby create jobs. By promoting the city centre in this way, jobs and investment will be attracted to the city in line with the Council's Job Strategy.

6.2 How is risk being managed?

A clear set of governance proposals, as outlined in the October 9th report, will continue to be used which will ensure that as with Phase 1, risks are effectively managed. The programme board will, as before, be chaired by the Assistant Director, Planning Transport and Highways. As with Phase 1 the Programme Manager will maintain a Risk Log which will be regularly updated. The work on Phase 1 and development work on Phase 2 has helped to improve our understanding of the risks.

6.3 What is the impact on the organisation?

The reduction in expenditure on the Integrated Transport Block means that there continues to be sufficient resource to work on Phase 2. The DLO will be working to capacity which will improve its trading account.

6.4 Equalities / EIA

The proposals will make movement around the city centre easier for everyone. This is because of the removal of unnecessary street furniture and measures to reduce the dominance of vehicular traffic. However, access by car for those that need it will be maintained. Discussions with the Access Groups and representative organizations are underway to ensure that the design of Broadgate and other areas properly reflects access needs. There have been regular meetings with the Access Development Group and the Coventry and Warwickshire Access Committee to review the impact of Phase 1 schemes and to consider the design of Phase 2. In particular, we have been working closely with the Guide Dogs Association.

6.5 Implications for partner organisations?

The proposals in this report will further enhance the walking and cycling environment within the city centre, thus encouraging the use of more sustainable forms of transport. Similarly, the improvements to the bus stops in Trinity St will help promote bus use. Overall the proposals aim to help stimulate investment in the city centre thus encouraging employment and retail to be located in the most sustainable and accessible location in the city.

6.6 Implications for partner organisations.

A vibrant city centre is essential for the good of all organisations within the City.

Report author(s):

Name and job title:

Colin Knight, Assistant Director, Planning Transport and Highways

Directorate: City Services and Development

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Enquiries should be directed to the above person.

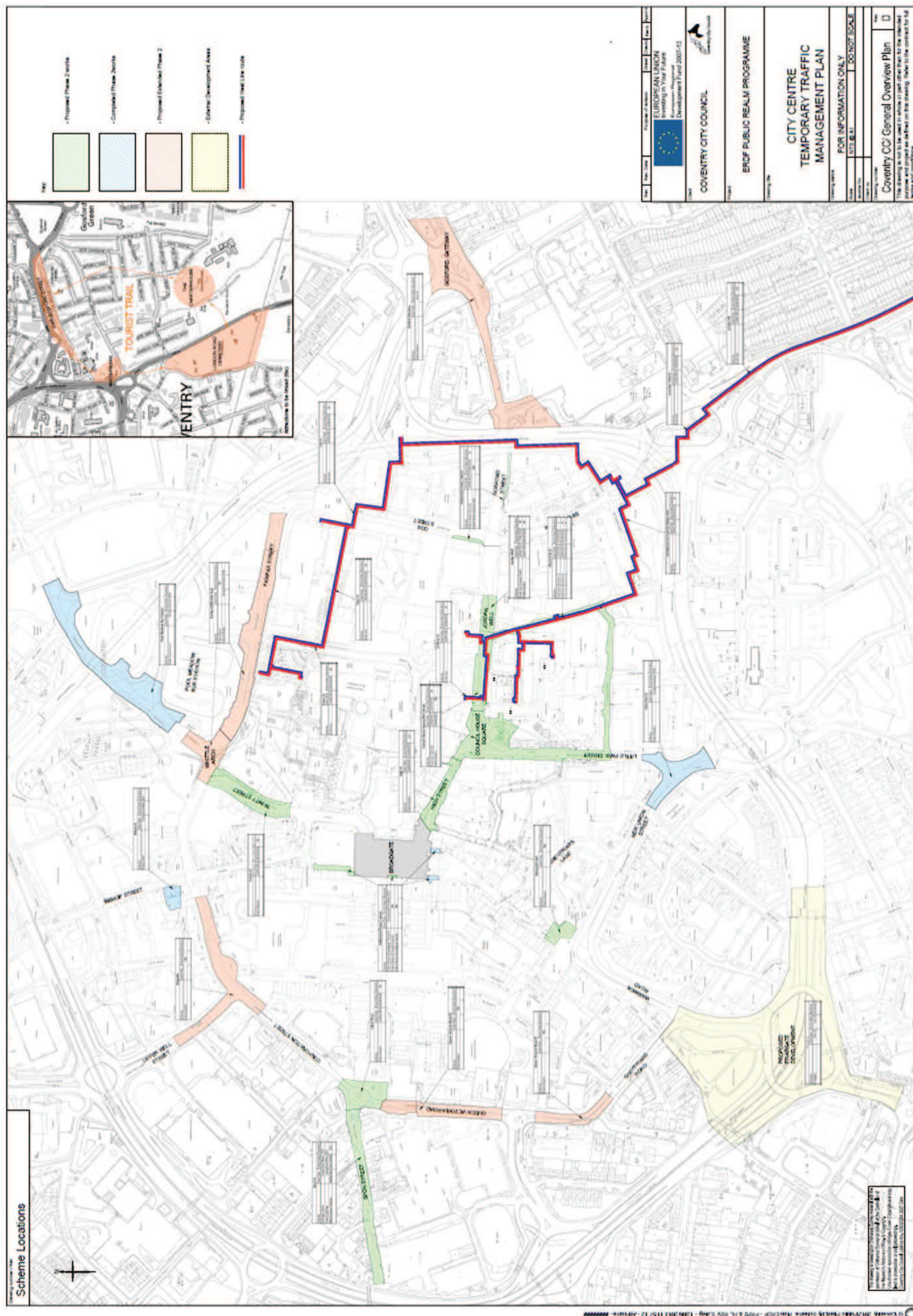
Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Phil Helm	Finance		12 June 2013	13 June 2013
Julie Fairbrother		Communications Team	12 June 2013	
Andy Williams	Resources & New Projects Manager	CSD	13 June 2013	13 June 2013
Names of approvers for submission: (officers and members)				
Finance				
Legal: Clarissa Evans	Commercial Team Manager	Finance and Legal	13 June 2013	14 June 2013
Director: Martin Yardley	Director	CS&D	12 June 2013	17 June 2013
Members: Cllr L Kelly	Cabinet Member	Business Enterprise & Employment	12 June 2013	13
Cllr R Lancaster	Cabinet Member	Public Services	12 June 2013	13

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Appendices

Appendix A - Plan showing scheme locations

Appendix C - Scheme Plans



Appendix B

Description of New and Enhanced Phase 2 schemes:

1. Council House Square:

A number of options have been looked at to reduce the impact of the roads in front of the Council House. The main difficulty is the 'swept path' of buses and other large vehicles. To ensure large vehicles pass safely on the sharp turn from Little Park Street to High Street, it is impossible to significantly reduce the road width.

The revised proposal is therefore to create a 'one-way' system as shown in Appendix C, figure C1. This means traffic from Jordan Well travelling via Much Park Street and St John Street to access Little Park Street. Traffic in the opposite direction stays as it is. The big advantage of this proposal is that a lot of road space can be used for landscaping to create a high quality public space. The consultation for the first phase of the public realm showed that people are very keen on there being more grass and trees which this scheme delivers.

This scheme allows the existing area in front of the CC1 to be integrated into the wider area. This will:

- Create an appropriate setting for the Council House, one of our city's most prominent buildings;
- Provide more space in front of Browns
- Add to the attractiveness of the route to the Herbert, University, Charterhouse and Far Gosford Street
- Set the standard for the high quality development expected of this site.

2. Trinity Street

Trinity Street is a major bus hub and an important link to the Transport Museum. The current bus stopping arrangement is poor and there are no pedestrian crossing facilities below Ironmonger Square: there have been pedestrian accidents on this street. The general street environment is poor, particularly for pedestrians, and both the road surface and pavements have deteriorated significantly.

Although not originally planned for this year, it appears that Heatline is going to be extended to serve the student flats in Trinity Street and Burges House. This, coupled with the need to resurface the road, has resulted in a proposal to bring forward a scheme to improve pedestrian facilities and rationalize the bus stop layout. Centro have agreed to make a contribution of £140,000 to enable us to bring this project forward.

The scheme layout is shown in Appendix C (figure C2). The bus stops will be set out in a similar manner to those in Bull Yard and the pavements widened to create more space for waiting passengers and pedestrians. A new zebra crossing will be introduced at the bottom of Trinity Street on what is an obvious desire line (outside Sainsburys).

On the western side of the road, the current under-utilized taxi rank will be given over to a mix of loading bays and disabled parking. The pavement will be resurfaced and street trees introduced to create a high quality walking route from Broadgate to the Transport Museum.

The opportunity will also be taken to work with Centro to introduce a new state of the art passenger information system and wayfinding (as used in Colmore Row, Birmingham).

3. Gosford Gateway

This scheme has been awaiting implementation for some time. The availability of extra HCA funding and Liveability funding means that by applying £315,000 of phase 2 money we have the chance to realise a scheme of four times the value.

The scheme layout is shown in Appendix C (figure C3). It replaces a very complicated road lay out where Gosford St and Far Gosford St join the Sky Blue Way roundabout. Each street

has its own entrance off the roundabout and this scheme combines them into one. This creates a much simpler (and easier to understand) junction which releases a significant amount of highway land which can be used to enable the long planned development of a hotel at Frenches Corner. The traffic lights will be removed and replaced with a small roundabout. The bus lane link to Far Gosford St will be retained in the new layout to prevent Far Gosford being used as an alternative to Sky Blue Way by general traffic.

The new highway layout will also release a lot of space that can be used to create high quality public realm on the southern side of the road. This will reinforce the ambition to create a high quality route linking Broadgate to Far Gosford Street. This is a very significant route as it also serves the University, the Herbert and the development site that will be created by the relocation of council offices to Friargate.

The scheme will allow for the creation of a high quality entrance to the proposed Sherbourne walkway/cycleway that will link to Charterhouse and London Road Cemetery (and is the subject of a separate HLF bid). Part of this entrance can include an interpretation of the former Gosford Gate.

4. Lidice Place

The original phase 2 scheme was for de-cluttering (removal of barriers and signs) and resurfacing around the roundabout in front of St Johns Church. Whilst this would make a significant improvement, it would leave an area still dominated by highway and one that still tended to discourage movement between the Lower Precinct and Spon Street.

Spon Street and surroundings are one of the city's better kept secrets and we now have the opportunity to introduce a scheme that will do a lot more to entice people from the Precincts to explore further. Discussions with Lower Precinct managers, Spon Street traders and the owners and agents of the Skydome have all demonstrated an enthusiasm for a landmark space in front of St Johns Church (another well kept secret). Indeed, there have been offers of sponsorship to support the planting and ongoing maintenance of this area (although no details have yet been confirmed).

The revised scheme is shown in Appendix C (figure C4). The aim is to minimise the space occupied by roads whilst still keeping traffic moving. This will be achieved by removing the roundabout and replacing it with a simple T junction and removing the traffic lights at the Lower Precinct entrance along with the remains of the bus gate. The remainder of the space will be grassed and planted to create a space for sitting in. Again this is responding to earlier consultation exercises where a clear preference was shown for more grass and trees. Through the middle of this space will be a wide sandstone paved path leading directly to Spon Street from the Lower Precinct entrance to help draw visitors across.

Figure C1 Council House Square



Figure C2 Trinity Street



Figure C3 Gosford Gate

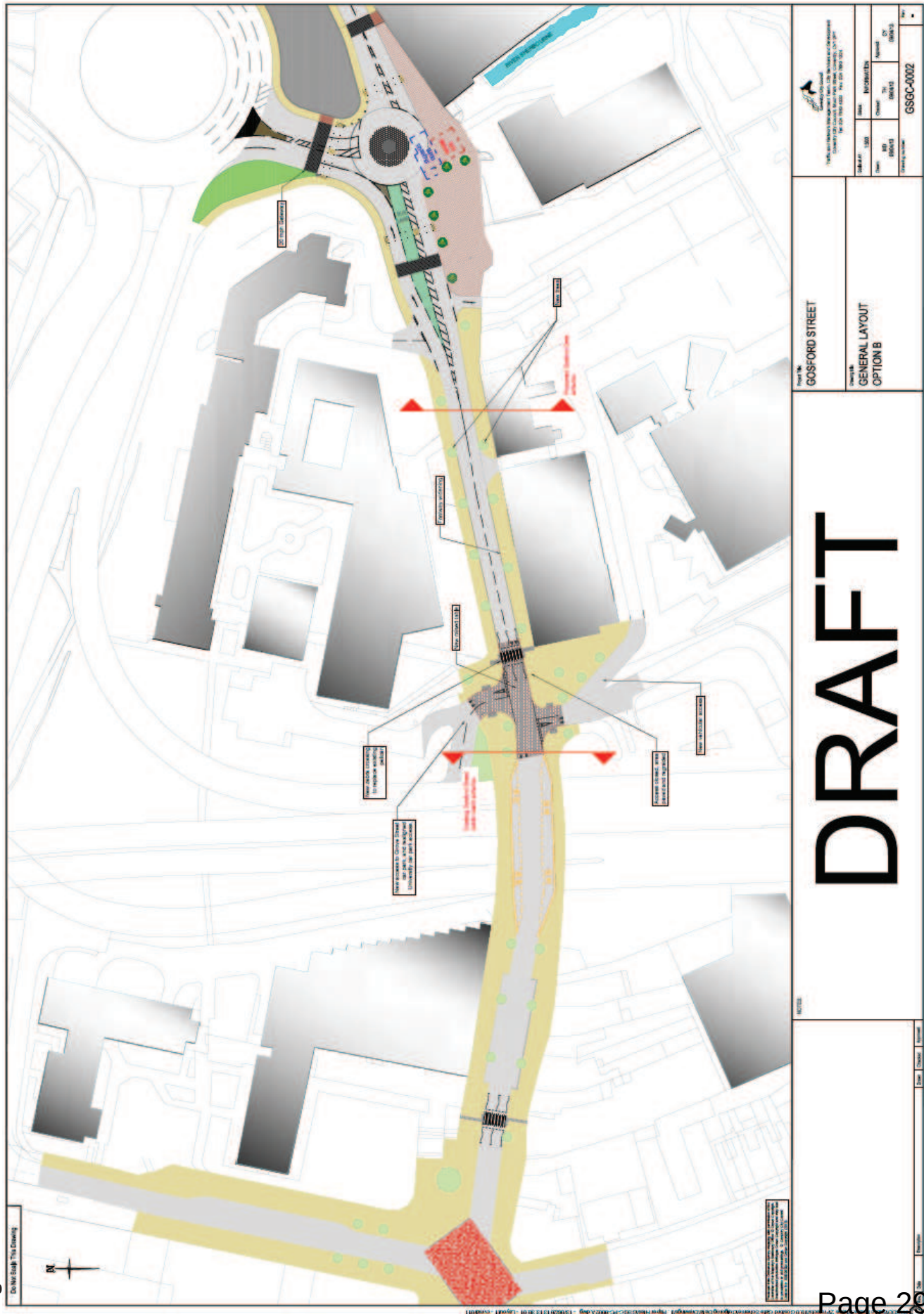


Figure C4 Lidice Place



Cabinet

9th July, 2013

Name of Cabinet Member:

Cabinet Member (Policy and Leadership) – Councillor Mrs Lucas

Director approving submission of the report:

Director of Customer and Workforce Services

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 Director of Finance and Legal Services

5.1 Financial implications
N/A

5.2 Legal implications
N/A

6. Other implications

Any other specific 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):

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Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Lara Knight	Governance Services Officer	Customer and Workforce Services	06-06-13	06-06-13
Names of approvers: (officers and members)				

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Appendix 1

	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	Commissioning Proposal for Supported Accommodation and Floating Support Services for Homeless Clients To receive a further report following a full evaluation of the service, to be undertaken by 1 st September 2013, to establish that the benefits outlined in the report were achieved before any decision to extend was made.	Minutes 101/11 and 104/11 3 rd January 2012	October 2013	Director of Community Services and Director of Finance and Legal Services		

* identifies items where a report is on the agenda for your meeting.

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

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