

MEETING:	Cabinet
DATE:	Wednesday 20 September 2023
TIME:	10.00 am
VENUE:	Council Chamber, Barnsley Town Hall
PUBLIC WEB LINK:	https://barnsley.public-i.tv/core/portal/webcasts

AGENDA

1. Declaration of pecuniary and non-pecuniary interests
2. Leader - Call-in of Cabinet decisions

Minutes

3. Minutes of the previous meeting held on 6 September 2023 (Cab.20.9.2023/3)
(Pages 5 - 6)

Items for Noting

4. Decisions of Cabinet Spokespersons (Cab.20.9.2023/4) (Pages 7 - 8)

Petitions

5. Petitions received under Standing Order 44 (Cab.20.9.2023/5)

Items for Decision/Recommendation to Council

Public Health and Communities Spokesperson

6. Prevention of Homelessness and Rough Sleeping Strategy (Cab.20.9.2023/6)
(Pages 9 - 64)

Core Services Spokesperson

7. Quarter 1 2023/24 Corporate Performance Report (Cab.20.9.2023/7)
(Pages 65 - 68)
8. Corporate Finance Performance Quarter 1 2023/24 (Cab.20.9.2023/8)
(Pages 69 - 100)

Environment and Highways Spokesperson

9. City Region Sustainable Transport Settlement - Capability and Ambition Funding
(Cab.20.9.2023/9) (Pages 101 - 110)

Joint Place Health and Adult Social Care and Regeneration and Culture Spokespersons

10. Silver Street Respite Unit Option to Acquire (Cab.20.9.2023/10)
(Pages 111 - 198)

Regeneration and Culture Spokesperson

11. Local Authority Housing Fund (LAHF) Round 2 - Acquisition Strategy (Cab.20.9.2023/11) (Pages 199 - 208)
12. Exclusion of Public and Press
It is likely that the public and press will be excluded from this meeting during consideration of the items so marked because of the likely disclosure of exempt information as defined by the specific paragraphs of Part I of Schedule 12A of the Local Government Act 1972 as amended, subject to the public interest test.

Regeneration and Culture Spokesperson

13. Proposed Disposal of Land at the Former Weetshaw Lane Cudworth Barnsley (Cab.20.9.2023/13) (Pages 209 - 216)
Reason restricted:
Paragraph (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)
14. Acquisition of New Housing (Cab.20.9.2023/14) (Pages 217 - 224)
Reason restricted:
Paragraph (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)
15. Barnsley Town Centre Regeneration Scheme (Cab.20.9.2023/15) (Pages 225 - 244)
Reason restricted:
Paragraph (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)

To: Chair and Members of Cabinet:-

Councillors Houghton CBE (Chair), Cain, T. Cave, Franklin, Frost, Higginbottom, Howard, Makinson and Newing

Cabinet Support Members:

Councillors Bellamy, Bowser, Cherryholme, Moyes, Osborne, Peace and Sheard

Chair of Overview and Scrutiny Committee
Chair of Audit Committee

Sarah Norman, Chief Executive
Wendy Popplewell, Executive Director Core Services
Carly Speechley, Executive Director Children's Services
Wendy Lowder, Executive Director Place Health and Adult Social Care for Barnsley
Matt O'Neill, Executive Director Growth and Sustainability
Julia Burrows, Executive Director Public Health and Communities
Neil Copley, Director of Finance (S151 Officer)
Sukdave Ghuman, Service Director Law and Governance (Monitoring Officer)
Michael Potter, Service Director Business Improvement, HR and Communications

Katie Rogers, Head of Communications and Marketing
Anna Marshall, Scrutiny Officer

Corporate Communications and Marketing

Please contact Sukdave Ghuman by email governance@barnsley.gov.uk

Tuesday 12 September 2023

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MEETING:	Cabinet
DATE:	Wednesday 6 September 2023
TIME:	10.00 am
VENUE:	Council Chamber, Barnsley Town Hall

MINUTES

Present Councillors Houghton CBE (Chair), Cain, T. Cave, Frost, Howard, Makinson and Newing

Members in Attendance: Councillors Bellamy, Bowser, Osborne and Peace

83. Declaration of pecuniary and non-pecuniary interests

Councillor Osborne declared a non-pecuniary interest as a Berneslai Homes Board Member and a Member of the Overview and Scrutiny Committee in respect of Minute Number 88.

84. Leader - Call-in of Cabinet decisions

The Leader reported that no decisions from the previous meeting held on 16 August 2023 had been called in.

85. Minutes of the previous meeting held on 16 August 2023 (Cab.6.9.2023/3)

The minutes of the meeting held on 16 August 2023 were taken as read and signed by the Chair as a correct record.

86. Decisions of Cabinet Spokespersons (Cab.6.9.2023/4)

There were no Records of Decisions by Cabinet Spokespersons under delegated powers to report.

87. Petitions received under Standing Order 44 (Cab.6.9.2023/5)

It was reported that no petitions had been received under Standing Order 44.

88. Overview and Scrutiny Work Programme 2023/24 (Cab.6.9.2023/6)

RESOLVED that Cabinet note the proposed Overview and Scrutiny Work Programme for 2023/24 as outlined in sections 2.3 and 2.4 of the report, whilst acknowledging that this was subject to change should any urgent issues arise.

89. Response to Inclusive Economy Overview and Scrutiny Committee Task and Finish Group (Cab.6.9.2023/7)

RESOLVED that Cabinet:-

1. Note the response from the Inclusive Economy Board to the Overview and Scrutiny Committee's findings and recommendations; and

2. Approve the work being undertaken to develop one Inclusive Economy Strategy and plan for the borough.

90. Armroyd Lane, Elsecar - Proposed Traffic Regulation Order (Cab.6.9.2023/8)

RESOLVED that Cabinet:-

1. Approve the proposal to enact a Traffic Regulation Order (TRO) to introduce 'No Waiting at Any Time' restrictions on parts of both sides of Armroyd Lane as described in this report and shown on the plan attached at Appendix 2; and
2. Authorise the Head of Highways and Engineering to arrange for the amended proposals to be published and any objections or representations received which cannot be resolved be reported back to Cabinet for consideration; and
3. In the event no objections are received, authorise the Head of Highways and Engineering and the Head of Legal to make and implement a Traffic Regulation Order to bring the restrictions into effect.

91. Mapplewell Drive and Carr Green Lane, Mapplewell - Proposed Traffic Regulation Order (Cab.6.9.2023/9)

RESOLVED that Cabinet:-

1. Agree that the objections received be rejected for the reasons detailed in the report and the objectors be informed accordingly; and
2. Authorise the Head of Highways and Engineering and the Head of Legal Services to make and implement the Traffic Regulation Order to introduce waiting and loading restrictions on Mapplewell Drive, Mapplewell and waiting restrictions on part of Carr Green Lane, Mapplewell, as originally advertised.

.....
Chair

BARNSELY METROPOLITAN BOROUGH COUNCIL

CABINET SPOKESPERSONS' DECISIONS

Schedule of Decisions taken for week ending 8 September 2023

<u>Cabinet Spokesperson</u>	<u>Item</u>	<u>Decisions</u>
1. Leader	Appointments of Cabinet Members for Core Services and Regeneration and Culture 2023/24	<p>That Councillor Franklin be appointed to the position of Cabinet Member for Regeneration and Culture for the remainder of the 2023/24 Municipal year with effect from 7 September 2023.</p> <p>That Councillor Frost be appointed to the position of Cabinet Member for Core Services for the remainder of the 2023/24 Municipal year with effect from 7 September 2023.</p>

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: Executive Director Public Health and Communities

TITLE: Prevention of Homelessness and Rough Sleeping Strategy

REPORT TO:	CABINET
Date of Meeting	20 September 2023
Cabinet Member Portfolio	Public Health and Communities
Key Decision	Yes
Public or Private	Public

Purpose of report

This report brings before Cabinet, for approval, the proposed Prevention of Homelessness and Rough-Sleeping Strategy 2023 to 2028. The council are required to produce and publish a strategy to detail how it seeks to respond to the challenges of homelessness faced by our communities and identify priorities to achieve this over a five-year period. The proposed strategy will replace the Prevention of Homelessness Strategy 2018 to 2023 and is reflective of new and emerging conditions impacting customers at risk of facing homelessness and those who are frequently affected by housing crisis. The report proposes the endorsement of our vision for homelessness and thematic priorities as follows:-

Vision – Working in partnership to end homelessness in Barnsley

Priority Themes -

1. Homelessness Prevention and Early Intervention (Including Youth Homelessness)
2. Supporting those with Complex Needs and Reducing the Cycle of Homelessness
3. Improving Access to a range of Housing Options especially the Private Rented Sector and Improve Housing and Support Pathways
4. Reducing the Use and Cost of Temporary Accommodation
5. Develop a Systemwide Approach to Housing and Health (Physical and Mental)

The report also proposes the development and implementation of an approach to utilise more council and private accommodation, to be used as temporary accommodation. This corresponds to theme 4 in the proposed strategy and specifically aims to reduce the current costs of temporary accommodation for the council and improve outcomes for customers.

Council Plan priority

Healthy Barnsley – People are Safe and Feel Safe

Growing Barnsley – People are Supported to Have Safe Warm Sustainable Homes

Recommendations

That Cabinet:-

1. Endorses the Prevention of Homelessness Strategy 2023 to 2028; and
2. Approves the proposal to use more council and privately leased accommodation for use as temporary accommodation.

1. INTRODUCTION

1.1 Strategy (Appendix 1 and Appendix 2)

1.1.1 The 2018 to 2023 Prevention of Homelessness Strategy focused on the delivery of five priorities to combat what were the key homelessness challenges facing Barnsley at the time. These priorities responded to the requirements of the Homelessness Reduction Act 2017 and the Government's pledge to eradicate rough sleeping by 2025. The focus of the strategy was to embed prevention and partnership as keys to reducing the risks and impacts of homelessness and develop and implement more effective responses to the more acute and repeat housing crisis facing some residents.

1.1.2 Notable progress has been made against the priorities set out in the 2018 to 2023 Strategy despite the unprecedented challenges arising from the COVID pandemic and ongoing housing supply and cost of living issues. These include:

- Embedding the prevention approach and duty of care.
- Significantly enhancing options and pathways for clients with more complex needs.
- Strengthening partnerships with other housing providers to build more resilience for homeless clients and development of the Homeless Alliance to bring together statutory and voluntary services.
- Improvements made in partnership with children's services in relation to our approach and pathway for 16-17 year-olds
- Targeted bespoke intervention for specific higher risk (in the context of homelessness) cohorts such as clients being released from prison, discharged from hospital and asylum seekers who have been awarded leave to remain.
- More tailored support for frequent rough sleepers including more tenacious regular outreach engagement and support.

1.1.3 The relative strength of the approach in Barnsley has been recognised by Department of Levelling Up Housing and Communities April 2023 who stated that Barnsley are outperforming all our near neighbours and most of our regional neighbours in relation to key government measures for homelessness. This included, but is not restricted to, Barnsley's rough sleeping numbers and

numbers of people being placed in temporary accommodation and the proportion of prevention activity as opposed to reactive relief.

- 1.1.4 Notwithstanding the improvements delivered over the duration of the previous strategy, the challenge of homelessness has grown significantly both nationally and locally. Central to the increasing challenges have been social and economic factors beyond our control including the COVID 19 Pandemic, Cost of Living Crisis, Affordable Housing Market Stagnation, Price/Rent Inflation, and Immigration including refugees and asylum. The legislative oversight of the agenda has also become more exacting with additional duties and expectations of local authorities to respond to more statutory demand at a time of diminishing resources.
- 1.1.5 There is subsequently a considerable challenge facing Barnsley and many other local councils in relation to demand for appropriate housing to accommodate the needs of homeless clients outstripping availability of suitable options. This position is not always helped by national programmes to prioritise specific cohorts or “at risk” groups, often with one government programme seeming to conflict with others. For example, there are currently government sponsored accelerated resettlement programmes for 5 separate asylum and refuge schemes, prison release resettlement and hospital discharge. This is, in the most part, additional asks of an already limited affordable housing market and can often feel like initiative overload without a unifying thread.
- 1.1.6 Other challenges facing Barnsley include the continued over-reliance on non - commissioned housing providers to provide supported housing for some of our most vulnerable clients. Over time, internal resources to deliver commissioned supported housing have reduced and the market now attracts a broader spectrum of providers. Whilst there have been commitments to better regulate the sector, to some extent regulation remains relatively light-touch and non-commissioned supported housing is often unsustainable for many clients who subsequently frequently become homeless.
- 1.1.7 Poor health outcomes are particularly evident for people who experience homelessness in their lifetime, and as it is widely documented Covid has only served to broaden such inequalities for certain groups. Evidence from the Office for National Statistics shows life expectancy for homeless people is, on average, at least 30 years lower than the average for the wider population. Often those falling into continual housing crisis can have numerous underlying physical and mental health issues.
- 1.1.8 COVID, the more recent cost of living crisis and rent and mortgage inflation, have further exacerbated challenges for homelessness and those officers having to try and manage more complex and growing demand. The pandemic required urgent response measures to ensure everyone had access to their own self-contained accommodation and this was particularly the case for residents who regularly found themselves rough sleeping. During the pandemic the Housing Options Team stood up council managed temporary self-contained accommodation at St Mary’s in response to the government’s “Everybody In” requirements. Learning from our experiences during COVID and as part of the Recovery pathway model implemented during the pandemic, the council

subsequently acquired 13 units of its own accommodation to continue to mitigate the rough sleeping challenges facing the borough.

- 1.1.9 It is in the context of the achievements described, the emerging challenges outlined and the implications of the national policy and legislative framework around homelessness that the proposed strategy for 2023 to 2028 has been developed. The Group Leader of the Housing Options Team has conducted significant consultation with internal and external stakeholders, a stakeholder survey has been carried out and work has been done to ensure the vision and priority themes compliment other key strategies for the borough and contribute towards Barnsley's 2030 objectives.
- 1.1.10 The vision and priority themes as outlined in the proposal above have been designed to galvanise and consolidate progress and respond to emerging challenges. The vision explicitly invokes the need for strong effective partnerships to achieve Barnsley's ambitions for homelessness. The priority themes will be underpinned by a robust individual delivery plan.(see Appendix 1 and 2)
- 1.1.11 It is important that the action plan supporting the strategy is developed to identify clear asks of services and partners to contribute towards the successful delivery of the priority themes. This will be particularly the case when considering how we reduce the use of bed and breakfast for families with children and when establishing key interventions and approaches required to address the health inequalities associated with those facing regular periods of homelessness and housing crisis.
- 1.1.12 The proposed strategy will directly align to the umbrella Housing Strategy and delivery of the Action Plan will be driven by the Housing Board. In addition, the strategy has also been designed to contribute towards and be informed by countywide progress against the agenda which is being led as a priority by the South Yorkshire Mayor.

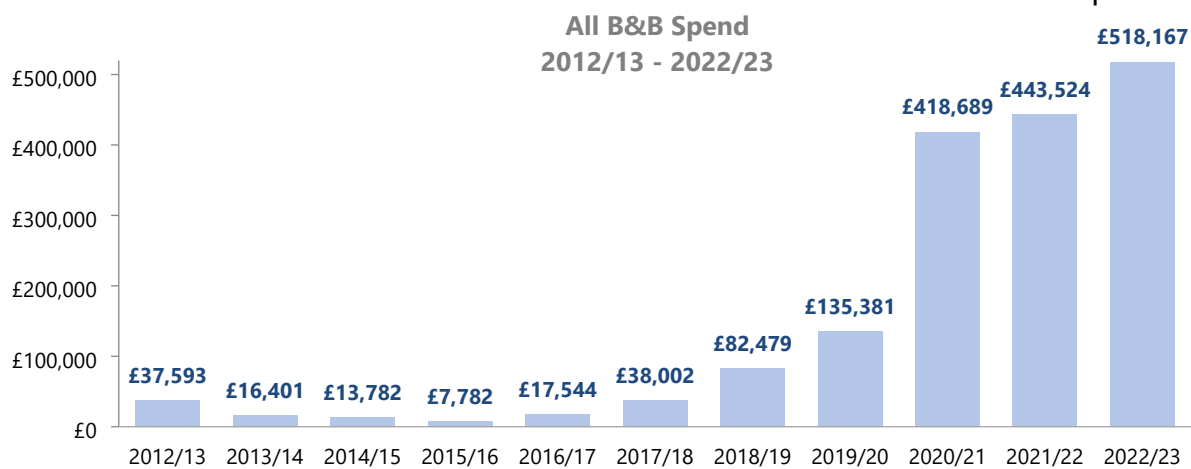
1.2 Temporary Accommodation

- 1.2.1 Local authorities have a duty to prevent and relieve homelessness. As part of this duty in certain circumstances local authorities must provide temporary accommodation to households facing homelessness.
- 1.2.2 In more recent years and due to a combination of factors the use of temporary accommodation nationally has increased significantly. This increase has included both an increase in actual numbers and the average length of stay for households in temporary accommodation.
- 1.2.3 Barnsley uses a mix of temporary accommodation options to meet our duties. These include the use of internally owned (council) accommodation, the use of commissioned and noncommissioned providers and the use of hotels and bed and breakfast.
- 1.2.4 Externally sourced temporary accommodation such as bed and breakfast and hotels are expensive and is sometimes inappropriate for households, particularly families with children. From 2020, the council's reliance on hotels

and bed and breakfast to meet its duties has increased significantly and is something being faced by most councils. This has resulted in a concerning ongoing budget pressures and often inappropriate use of this type of accommodation, particularly for families and children.

1.2.5 Figure 1 below shows that the total spend be the council on Bed and Breakfast and Hotels for use as Temporary Accommodation has increased from £82,479 in 2018/19 to almost £520,000 in 2022/23. With costs spiraling for Temporary Accommodation there are clear risks to the council's future financial position and therefore it has been imperative to look for alternative options to mitigate this.

1.2.6 Following the pandemic, several council owned houses/flats managed by Berneslai Homes were recommissioned to provide



Temporary Accommodation in part to ease the financial pressure of having to use external hotels and bed and breakfast and in part to provide more suitable accommodation for customers. A mix of property types have been used and locations are dispersed across the borough. The use of the council's own stock means that there are no rental or acquisition costs to the council and that rental income can be accrued to the HRA for periods of occupancy. Occupancy rates have been high throughout.

1.2.7 When establishing the Housing Led service team to work with those most at risk of facing homelessness consideration was given as to how we could enhance more tailored support to more susceptible and vulnerable clients. This included sourcing support to work with trauma and the employment of a young persons' social worker to focus specifically on teenagers at risk of becoming homeless. Since the introduction of the Children's Social Worker homeless placements for individual young people have been reduced despite increasing demand pressures.

1.2.8 Figure 2 shows the impact of the pandemic and tightened legislative requirements on the use of Bed and Breakfast. Whilst numbers placed have reduced since the height of the pandemic Barnsley has experienced worrying increases in families with children placed into Bed and Breakfast peaking in 2022/23. It should also be noted that any placement of children into Bed and Breakfast are notifiable to the Department of Levelling Up Housing and

Communities and should numbers exceed certain levels and/or durations of stay councils can face legal sanction.

Figure 2.

B&B Placements by Year

Period	Singles	Families & Couples	Total	Children (In Families)
2015/16	28	7	35	
2016/17	38	9	47	17
2017/18	47	20	67	22
2018/19	92	34	126	52
2019/20	96	59	155	88
2020/21	337	53	390	66
2021/22	171	63	234	96
2022/23	139	102	241	124

2. PROPOSAL

- 2.1 It is proposed that Cabinet endorse the Prevention of Homelessness Strategy 2023-2028. The Strategy will replace the previous strategy and is reflective of the changing landscape affecting homelessness and the risk of homelessness. The strategy seeks to respond to challenges associated with the impact of the COVID pandemic, the changing housing market, and shortages of and competition for affordable low-cost accommodation and poor health outcomes for those affected by homelessness. The Strategy is underpinned by the aim, wherever possible, to prevent homelessness. The strategy recognises and seeks to exploit the benefits of strong housing pathways and broader health and welfare support for residents facing homelessness or who have fallen into housing crisis. The strategy also seeks to ensure the delivery of sufficient and appropriate relief for those in housing crisis and provide sustainable options to reduce the amount and repetitiveness of housing crisis for some clients
- 2.2 To support the priority themes of the Strategy, specifically theme 4, it is proposed to use additional council and leased accommodation as temporary accommodation, to mitigate customer and cost pressures associated with external Bed and Breakfast and hotel based temporary accommodation. This is in addition to existing properties currently available to the Housing Options Team. It is recognised that this proposal could present a risk given the affordable rented accommodation for general needs/social housing and the current scale of demand reflected by the size of waiting lists. The proposal is to incrementally identify and allocate these properties in conjunction with Strategic Housing and Berneslai Homes over the next 3 years.

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

Consultations have taken place with representatives of the Director of Finance (S151 Officer).

The current annual cost of bed and breakfast and hotel Temporary Accommodation presents a significant financial risk to the council should costs continue to increase along the current trajectory, last year's cost to the council was in excess of £500,000 compared to £82,479 in 2018/19. The proposal and recommendation to repurpose more accommodation for Temporary accommodation should contribute towards mitigating this risk. The Council helped 57 homeless cases during the financial year 22/23 from using council properties for temporary accommodation. The saving on external accommodation were in the region of £85,000. It is predicted that increasing the number of council properties by 40 could save the council £221,384 each year in external B & B costs. As part of the Service transformation programme a kloe of £170,000 is to be delivered against Temporary accommodation in 24/25 and to achieve this more properties will need to be secured. .

There are however some financial risks to the Housing Revenue Account associated with repurposing in this way associated with potential longer periods of properties being void and additional repairs and maintenance requirements due to quicker turnover.

It should also be noted that given current shortages of affordable social housing there are other competing pressures for council housing in addition to those being felt for general needs social housing as shown by the size of the current "waiting list"...

3.2 Legal

It is a statutory requirement under The Homelessness Act 2002 for councils to adopt a strategic approach to tackling homelessness and to have a published homelessness reduction strategy. The proposed strategy if endorsed will replace the 2018 to 2023 strategy and be in place until 2028.

There is a robust and extensive legislative framework which determines council duties in relation to the prevention and relief of homelessness. These include;

- Housing Act 1996
- Homelessness Reduction Acts 2002 and 2017
- Care Act 2014
- Domestic Abuse Act 2021

The Strategy must be published at least once every 5 years, the Council having done a review of homelessness. The report and Strategy identify the issues and pressures that the Council is facing and how it recommends dealing with the same.

3.3 Equality

Full equality impact assessment complete, available on request.

3.4 Sustainability



3.4.1 Reducing Poverty- Homelessness and poverty are intrinsically linked by preventing and reducing homelessness and supporting those facing housing crisis it is anticipated that poverty can be reduced in Barnsley

3.4.2 Health and Wellbeing – Homelessness is linked to poor health outcomes and those. Sustainable and appropriate accommodation options should contribute towards improved health outcomes for residents.

3.4.3 Peace and Justice – Suitable and secure accommodation is cited as a major contributory factor in reducing offending.

3.5 Employee

A minor reorganisation of resources is proposed in the Safer Communities Service Transformation work

3.6 Communications

The communications and marketing team will collaborate closely with the team to develop effective communication channels for partners and the public, ensuring clear understanding of the new strategy. Together, they will focus on key strategic priorities, ensuring that communication efforts effectively convey important milestones and achievements. A primary objective will be to establish a well-defined communication pathway, enabling

early engagement with the services and providing clear guidance to the public regarding necessary actions and available reporting mechanisms

4. CONSULTATION

Consultation on the strategy has taken place with several key stakeholders through the following means:

- A stakeholder questionnaire – 50 responses were received
- Homeless Alliance members
- Mental Health Delivery Group
- Barnsley Placed Based Committee and partnership Board
- Housing & Energy Board
- Adult Social Care extended management team
- Armed Forces Covenant group

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 It is a requirement for councils to have a published homelessness prevention/reduction strategy. Thematic priorities in the proposed strategy have been established collaboratively. It is not an option not to have a strategy outlining the council's priorities to prevent and reduce homelessness. The Department of Levelling Up Housing and Communities have supported the timing for the strategy being slightly delayed into 2023 to allow for thorough year end analysis of trends and pressures.

5.2 Alternative options in relation to Temporary Accommodation include remaining "as is" and continuing to use external bed and breakfast and hotels to meet our Temporary Accommodation. As described this option is cost prohibitive and potentially financially unsustainable should expenditure continue to increase at its current rate. The use of bed and breakfast also correlates to poorer outcomes in reducing repeat homelessness. Despite currently having to use such accommodation for families with children and occasionally for single young people it is acknowledged that such accommodation is unsuitable for these purposes

6. REASONS FOR RECOMMENDATIONS

6.1 The Recommendations made seek to ensure that the council is compliant with the legal requirement to produce and publish a strategy to prevent and reduce homelessness in the borough. The recommendations also seek to establish a less costly and more beneficial alternative form of temporary accommodation.

7. GLOSSARY

8. LIST OF APPENDICES

Appendix 1: Prevention of Homelessness and Rough Sleeping Draft strategy

Appendix 2: Prevention of Homelessness and rough Sleeping Strategy Action Plan

9. BACKGROUND PAPERS

[Details of background papers **MUST** be included]

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

10. REPORT SIGN OFF

Financial consultation & sign off	<i>Vanessa Hunter – 19th August 2023</i>
Legal consultation & sign off	Sajeda Khalifa -Consultation complete 5 th July 2023. Final- Sign Off Sajeda Khalifa 7 September 2023

Report Author: Paul Brannan
Post: Head of Service, Safer Communities
Date: 12/07/2023

Homeless Prevention and Rough Sleeping Strategy 2023-28

"Working in partnership to
end homelessness in Barnsley"



Foreword

I am pleased to introduce Barnsley Council's Homeless Prevention and Rough Sleeping Strategy for 2023 to 2028. This strategy is an opportunity to celebrate our successes over the past five years and make sure our plans reflect the challenges we face and how we all need to work together to prevent homelessness and rough sleeping in the borough.

The causes of homelessness can be complex and multi-faceted, but what's clear is the impact it has on those who experience it. Homelessness is much more than rough sleeping. Although this is the most visible and harmful, many people live in unstable or precarious housing situations, which can easily lead to homelessness.

This strategy sets out our approach to tackling homelessness in Barnsley, taking a preventative, multi-agency partnership approach to help those who are homeless become more resilient and build a better future.

Significant progress has been made over the past five years despite unprecedented challenges, such as Covid-19. Successes include:

- Fully implementing the Homeless Prevention Act 2017.
- Our focus on preventative work, bringing in additional resources, especially around rough sleeping and supporting those with complex needs.
- Strengthening partnership working.

Despite this, we still face significant challenges. Homelessness is increasing again, both locally and nationally, as we start to feel the impact of the cost of living crisis and deal with a shortage of affordable housing options.

We know that preventing homelessness is key to tackling inequality and creating sustainable communities. People who do not have access to good quality, affordable housing may find it more difficult to stay in education, take part in training or maintain employment. Therefore, this must remain our focus.

As budgets get smaller and the demand for specialist services grows, it's important that we work together and pool our resources to make sure people in our communities get the right support, at the right time.

No single organisation can solve homelessness alone; we must proactively work together to intervene earlier and prevent it from happening in the first place.

I look forward to working with you all to deliver this strategy and make our vision a reality.

Introduction and purpose

This strategy builds on the successes and learning from the Homeless Prevention and Rough Sleeping Strategy from 2018 to 2023, especially through Covid-19.

We want our new strategy to build on the good work of partners, stakeholders, communities and those with lived experience. It also sets out our vision, strategic direction and priorities for Barnsley over the next five years.

This strategy supports and builds on the strategic ambitions of our Barnsley 2030 vision: the place of possibilities. We know access to an affordable, safe and sustainable home is the foundation for many of the corporate priorities outlined below.

It promotes good health and wellbeing, learning and employment opportunities and helps us to build strong, resilient communities. This strategy strongly aligns with the Healthy, Growing and Learning Barnsley themes:

- **Healthy** – Everyone is able to enjoy a life in good physical and mental health.
- **Healthy** – Fewer people live in poverty, and everyone has the resources they need to look after themselves and their families.
- **Healthy** - People can access the right support, at the right time and place and are able to tackle problems early.
- **Healthy** - Our diverse communities are welcoming, supportive and resilient.
- **Learning** – Everyone has the opportunity to create wider social connections and enjoy cultural experiences.
- **Learning** - Lifelong learning is promoted and encouraged, with an increase in opportunities that will enable people to get into, progress and stay in work.
- **Growing** – People have a wider choice of quality, affordable and sustainable housing to suit their needs and lifestyle.
- **Growing** – Barnsley has significantly increased the number of people, businesses and organisations who are able to access and use digital resources, benefiting all aspects of daily life.
- **Sustainable** – People are proud and look after their local area.

Barnsley - the place of possibilities			
Healthy Barnsley	Learning Barnsley	Growing Barnsley	Sustainable Barnsley
People are safe and feel safe.	People have the opportunities for lifelong learning and developing new skills including access to apprenticeships.	Business start ups and existing local businesses are supported to grow and attract new investment, providing opportunities for all.	People live in great places, are recycling more and wasting less, feel connected and valued in their community.
People live independently with good physical and mental health for as long as possible.	Children and young people achieve the best outcomes through improved educational achievement and attainment.	People have a welcoming, safe and enjoyable town centre and principal towns as destinations for work, shopping, leisure and culture.	Our heritage and green spaces are promoted for all people to enjoy.
We have reduced inequalities in health and income across the borough.	People have access to early help and support.	People are supported to have safe, warm, sustainable homes.	Fossil fuels are being replaced by affordable and sustainable energy and people are able to enjoy more cycling and walking.
Enabling Barnsley We are a modern, inclusive, efficient, productive and high-performing council			

There are also clear links and interdependencies with the following strategies, which you can read more about in Appendix 1:

- Ending Rough Sleeping for Good, September 2022, Department for Levelling Up, Housing and Communities
- Our Housing Strategy 2023-28
- Our Domestic Abuse Strategy 2022-2027
- Our Mental Health and Wellbeing Strategy 2022-2026
- Our Substance Misuse Needs Assessment and Plan 2023-2025
- Our Children and Young People Early Help Strategy 2022-2027
- Our Private Sector Housing Plan 2030

In 2017, the Homeless Reduction Act gave us new duties to prevent homelessness. Work was progressing well on implementing these changes before Covid-19 hit and changed the way we worked. The pandemic impacted on communities and the economy, putting more pressure on the system.

This has now been compounded by the economic climate, rising inflation, increased cost of living and a challenging housing market. All this would suggest that there will be more pressure on homeless services over the coming years, which this strategy seeks to address.

The cost of living crisis is one of the greatest challenges currently facing our communities, with rising costs for fuel, food products and housing. Deprivation, poverty and low incomes are key barriers to accessing and maintaining affordable or suitable housing. The impact of the crisis will be disproportionality felt by those who are already struggling financially and who are therefore at greater risk of homelessness. We also expect to see a rise in mortgage payments and renting prices in the private sector market.

Despite these challenges, we remain committed to working in partnership to prevent homelessness and support those who experience it to build a better future.

Progress since 2018

Considerable progress has been made over the lifetime of the last strategy, with many of the actions having already been achieved. Learning from the Covid-19 pandemic enabled us to strengthen our partnership approach and assess the way we work, especially with rough sleepers and those with complex needs.

The table below summarises some of the key successes and identifies where work needs to continue to develop over the next five years.

Priority from 2018 to 2023	Progress
<p>Priority One: To maximise homeless prevention options, activities and outcomes</p>	<ul style="list-style-type: none"> • The Housing Options team was restructured, introducing more job roles focussing on prevention. • We’ve worked closely with partners to raise awareness of the Housing Options team and the importance of early referrals, including the Duty to Refer. • Creative use of homeless prevention funding pots, including actively working with the Credit Union. • Full implementation of the Homeless Reduction Act 2017. • Appointment of a joint young person’s social worker post.
<p>Priority Two: Supporting those with complex needs</p>	<ul style="list-style-type: none"> • We developed our Housing Led Support Team and created 14 units of directly managed 24-hour accommodation to help rough sleepers. • Through the Rough Sleeping Accommodation Programme, we

	<p>created five units of dispersed, self-contained accommodation for rough sleepers.</p> <ul style="list-style-type: none"> • We created Rough Sleeping Initiative-funded posts, including outreach, specialist support, prison/hospital, discharge and a housing advisor. • Better data and monitoring of people with complex needs and rough sleepers. • Regular rough sleeper outreach with key partners, such as substance misuse and community safety. • Better multi-agency working to help people who need extra support to stay safe, including through safeguarding.
<p>Priority Three: Reduce the demand for temporary accommodation and eliminate the use of B&B</p>	<ul style="list-style-type: none"> • Direct management of 25 dispersed units of council housing for temporary accommodation with a dedicated support worker. • With our Housing Led Support Team, we're providing 14 additional units of temporary accommodation for rough sleepers. • We've started developing housing pathways to move people through the process quicker. This area remains a challenge, but we're committed to working with partners on a solution.
<p>Priority Four: Protect and increase local housing options</p>	<ul style="list-style-type: none"> • Building positive relationships with housing providers to increase options for the people we support. This includes Humankind (empty homes and women's properties) and Target Housing. • Successful Accommodation for Ex-Offenders (AFEO) funding to incentivise private landlords to work with this group.

	<ul style="list-style-type: none"> • We're reviewing the Lettings Policy to make sure social housing is targeted at those most in need of our support. • Working with private landlords to increase housing supply. • Working with non-commissioned providers to develop housing pathways and prevent evictions.
<p>Priority Five: Maximise and maintain partnership working</p>	<ul style="list-style-type: none"> • Building on our already strong partnerships and formalising some of these through regular meetings. This includes the Directions Panel, supporting adults and children with complex needs. • Attending key operational and strategic partnership meetings to give advice and work in a more preventative way. • Developing the Homeless Alliance • Working in a more collaborative way with Adult Social Care, Children's Social Care and Probation, co-locating staff.

Our challenges



Our vision and priorities

Our vision in Barnsley is “**Working in partnership to end homelessness in Barnsley**”. This is underpinned by several key priorities and principles.

- 1 Homeless prevention and early intervention
- 2 Supporting those with complex needs
- 3 Improving access to a range of housing options
- 4 Reducing the use and cost of temporary accommodation
- 5 Develop a system-wide approach to housing and health

The Homeless Prevention and Rough Sleeping Strategy is based on the following principles:

- **Collaboration and partnership** - working together to end homelessness.
- **A whole system approach** – joined-up processes that focus on people.
- **Innovation and good practice** – sharing and learning together.

Ambition of our Homeless Prevention and Rough Sleeping Strategy

- To make sure no one sleeps rough, and any time spent on the streets is rare, brief and non-recurring.
- That any stays in temporary accommodation are minimised by developing rehousing pathways, helping us make sure housing is suitable and affordable and support is provided where required.
- Early and effective upstream prevention, reducing homelessness by intervening and educating before homelessness occurs.
- Reducing and stopping the cycle of homelessness. Where this does occur, we will work to make it a one-off event.
- Providing good quality housing advice and support so people can resolve their housing problems in a resilient and long-lasting way.

- Tackling health inequalities through fair access to housing and health services that meet the needs of our communities.
- Supporting people through the cost of living crisis, providing information and support to help our communities.



Priority One – Homeless prevention and early intervention, including youth homelessness

We have a legal duty to prevent homelessness, but still, too many people come to us in ‘crisis’ when they’re already homeless. As the demand for housing is high and the turnover of stock is slow, this can lead to people having to stay in temporary

accommodation for long periods and having little choice about where they will live. Those who are not eligible for temporary accommodation may also be at risk of rough sleeping or staying in unsuitable housing or situations.

People are often in touch with other services before they reach crisis point and we need to identify these organisations and work together to offer early advice and support. This includes early intervention with families and young people who may be at risk of homelessness. The focus will be on helping the family stay together and enabling a smooth transition to independent living.

Joint working with Children’s Services and Early Help staff is essential to making sure that homelessness is prevented for 16 to 17-year-olds, including care leavers. Where this is not possible, we will work together to support a positive transition into independent living.

We want to work towards a target of 70% of cases being opened at the prevention stage, with 65% of these cases being successfully prevented. Over the last few years, 40% of cases were opened at the prevention stage and successful preventions are running at around 25%.

We need to make sure we embed a preventive approach across the system, facilitating early access to advice and support. We also need to make information easier to access for those who can self-serve, targeting high-risk areas of homelessness including:

- Those leaving prison or youth detention accommodation.
- Those leaving care from Children’s Services.
- Those leaving hospital.
- Victims of domestic abuse.
- People living with mental illness.

- Armed forces veterans.

While the numbers presenting in these categories vary in Barnsley, and some of the numbers can be quite small, we need to make sure we have effective and targeted support, advice and accommodation pathways in place.

Homelessness cannot always be prevented, and where this is the case, the focus needs to be on stopping repeat presentations.



Priority Two - Supporting those with complex needs and reducing the cycle of homelessness and rough sleeping

Supporting people with complex needs remains a key priority of this strategy. While our rough sleeping numbers are relatively low, we want to end it all together. Early intervention will be key to this as well as having options for people as soon as they start rough sleeping.

Those who experience rough sleeping are often in the ‘revolving door’ of homelessness. They can suffer from poor mental or physical health and substance misuse, while some are caught in a cycle between prison and a life on the streets. Societal problems as long-standing as rough sleeping demand long-term solutions.

There needs to be a whole system approach to tackle rough sleeping, both at a government and local level. People rarely fall into a life on the streets overnight, often being driven by a range of factors including unemployment, housing affordability, poor mental health, drug misuse and alcohol dependency. Rough sleeping can also perpetuate existing health needs or problems. In line with the government’s strategy, any rough sleeping needs to be rare, brief and non-recurring.

Rough sleeping

The Department of Levelling Up Housing, and Communities (DLUHC) defines rough sleeping as: ‘People sleeping in open air (such as on the streets, in tents, doorways, parks, bus shelters, encampments or other places not designed for habitation (such as stairwells, barns, sheds, car parks, cars, derelict boats, stations or “bashes”, which are makeshift shelters, often comprised of cardboard boxes)’.

The annual rough sleeping snapshot measures the number of people sleeping rough on a single night in the autumn. This has been slowly decreasing in Barnsley during the lifetime of the last strategy, as detailed in the table below:

2018	17
2019	2

2020	10
2021	7
2022	5

Rough sleeping can be difficult to address for a host of reasons, especially when those impacted feel disenfranchised and have never had a settled home of their own. There can also be background circumstances, such as trauma and mental health issues, which can lead to self-medicating with substances.

An initial intervention to get someone off the streets will not always be enough. People need stable, safe and supportive accommodation they can call home, physical and mental health support and viable routes into employment to sustain a life off the streets for good.

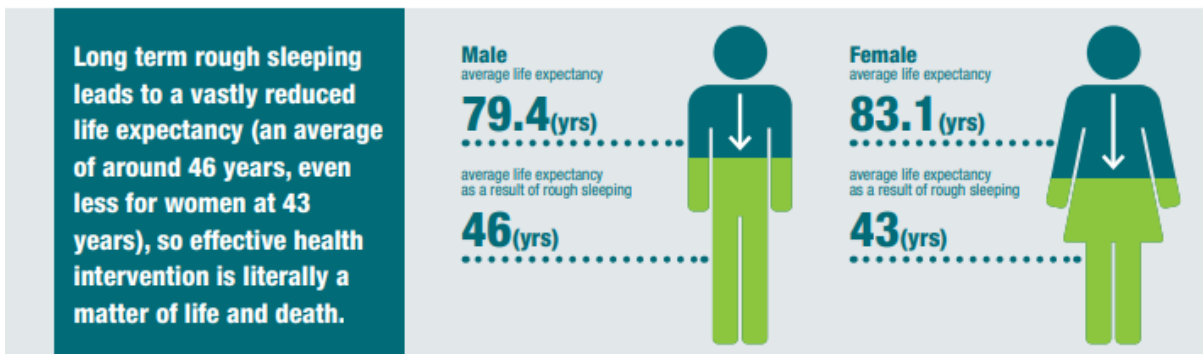
Addressing this needs to be unique to each person, focusing on their strengths and aspirations. Often there is too much focus on negative aspects, such as needs and risk, and while these are important, the focus needs to shift to a more positive outlook. We need to move towards a more asset-based approach to address their housing and support needs.

Rough sleeping is not just a housing issue and to tackle it, there needs to be strong partnership and commitment across the system. This includes health and social care services, the criminal justice system, immigration and enforcement, welfare, employment, support for care leavers and housing.

Preventing rough sleeping is at the heart of this strategy. While the numbers are relatively low, we estimate that 60% of rough sleeping is new to the streets in Barnsley each month. Understanding the routes into rough sleeping is essential, including high-risk transitional areas like prison release, hospital discharge and those leaving care.

Preventing rough sleeping needs to be at the heart of any work we do. The graphic below demonstrates the sad consequences of longer-term rough sleeping, so we need to make sure the right support is in place for anyone found rough sleeping.

The causes and solutions to rough sleeping are about more than just housing and there is no one size fits all approach. Our ambition is to have a range of accommodation options, including housing-led models, which are safe, secure and comfortable.



Priority Three

Improving access to a range of housing options, especially in the private rented sector, and improving housing and support pathways



Priority Three - Improving access to a range of housing options, especially in the private rented sector, and improving housing and support pathways

The private rented sector is not used enough for temporary accommodation, prevention, relief and discharge of the full housing duty and is an area for development. This is a challenging area with rent levels increasing,

Local Housing Allowance (LHA) levels remaining static for several years and landlords exiting the market. A recent report by Crisis and Zoopla found that only 4% of all private rents were affordable to those on benefits and in Barnsley, this figure is 0.9%. We're committed to working alongside private landlords to access properties for those who are homeless, offering support and incentives.

While we always try to minimise the number of times homeless people and families have to move, some movement is an inevitable part of the housing pathway. As outlined in this strategy, there are several challenges in the housing market, leading to limited move-on options and people staying in temporary accommodation, especially B&B, for longer than we would like. We will continue to develop a range of housing options with landlords, especially registered providers, and those who deliver supported exempt accommodation.

We will also work to improve our affordable housing supply through new builds, acquiring empty homes and renovating properties. A key focus for us will be on making sure the right housing pathways are available to meet people's needs at the right time.

Priority Four

Reducing the use and cost of temporary accommodation



Priority Four - Reducing the use and cost of temporary accommodation

At the time of writing this strategy, there were 55 temporary accommodation placements in Barnsley. Approximately 64% of all homeless applications were offered temporary accommodation in 2022/23, with an average of 44% over the last five years.

In July 2023, 53 children were living in temporary accommodation as part of a household. The current range of self-contained, dispersed temporary accommodation is not enough to meet demand, meaning B&B accommodation still must be used, some of it out of area, to meet our statutory duties. This creates significant funding pressures on the council and is often not the best option for those placed there.

The use and cost of temporary accommodation have been rising over the last few years, especially since the Covid-19 pandemic. There has been an increase in families placed in

B&B accommodation, more than doubling in the last few years. Options are being explored to sure there is more suitable temporary accommodation available, cutting down our reliance on B&Bs. This needs to be balanced alongside successful prevention work and multi-agency working to reduce placements and costs.



Priority Five - Develop a system-wide approach to housing and health, including physical and mental health

Of the people who have presented to us over the last three years, around 23% listed mental health as one of their support needs, with 16% listing their physical health. Drug and alcohol use featured in 19% of complex homeless cases, with dual diagnosis featuring highly in the cohort we

support. This is an area we want to address throughout the lifetime of the strategy, removing barriers to accessing services.

We're working closely with partners to address these wider needs, but more work needs to be undertaken to ensure a joined-up, system-wide approach. Links to the Integrated Care Board and their priorities are being made to make sure that homelessness is featured highly in their future strategies and plans. We're also working alongside Public Health colleagues to address the health inequalities homeless people often face.

Homeless review – what is the data telling us?

A homeless review was undertaken to provide an evidence base for this strategy. Its purpose was to identify:

- The reasons for homelessness.
- Future levels of homelessness and housing need in the borough
- Services that contribute towards preventing homelessness.
- Gaps in provision and emerging pressures and trends.

The housing market is more challenging than ever, with a lack of affordable social housing and low turnover. Over 9,000 people are on the waiting list for a council house, with over 300 of these being in band 1 with an urgent housing need.

Turnover of council stock is less than 1,000 per year and Right to Buy is reducing the stock by an average of 150 per year. We're facing a shortfall of 190 affordable homes¹ per year in

¹ <https://www.barnsley.gov.uk/media/18806/barnsley-shma-final-report-2021.pdf>

the borough. Private rents are also increasing, often due to the landlord having increased mortgage payments and Local Housing Allowance remaining static in the last few years. This is leading to more and more private renters paying a top-up.

Below is a summary of the key data over the last three to four years, with a full analysis included in Appendix 2:

- Homeless approaches and applications have remained reasonably static over the last couple of years, with 1,763 approaches in 2022/23 and 636 homeless applications. However, we have started to see applications and assessments starting to rise again over the last couple of quarters.
- The biggest age range owed a duty is 25-34, around 40% of all applicants.
- Over 90% of applicants are white British.
- 68% of applications are from single people with 26% from families.
- 48% of people coming to us in 2021/22 were owed a prevention duty. Compared to Q2 and Q3 of 2022/23, this figure is now 41% (7% lower), meaning fewer people are presenting early.
- In 2021/22, 52% of people we assessed were deemed to be already homeless. In Q2 and 3 of 2022/23, this figure rose to 59%. The percentage of people owed a relief duty on initial assessment has risen, meaning we are reaching fewer people at the prevention stage.
- Over the last couple of years, an average of 25% of cases ended in a successful prevention and 39% in successful relief.
- Prevention stats show we are good at finding alternative homes, an average of 75% compared to 16% remaining in their own homes (based on the last three years of data).
- The main causes of homelessness:
 - Section 21 notices.
 - Family and friends unwilling to accommodate.
 - People leaving institutions.
 - Evictions from supported housing.
 - Domestic abuse.
- We are heavily reliant on social housing to discharge duties. Over 70% owed a duty move into social housing.
- There are clear links between homelessness and poor health. The data shows that the most common factors in homeless cases are mental and physical health problems, appearing in 39% of cases (based on the last three years of data).

- Average placements into B&Bs over the last five years are 229 per year.
- Average placements into all temporary accommodation over the last five years is 309 per year.
- In 2022/23, 139 single people, 87 families and 16 couples were placed in B&B.
- Spend on B&Bs in 2022/23 was £518,000.
- An average of 10% of people we support experienced repeat homelessness.
- 139 unique rough sleepers were found and offered support in 2022/23, a slight increase on the 124 in 2021/22.
- Over the last two years, an average of 17 rough sleepers have been found every month, of which only two are classed as long-term.

Stakeholder questionnaire

A stakeholder questionnaire was distributed to a range of partners and 50 were completed. You can find a summary below, with a full analysis included in Appendix 3:

- 84% thought that supporting those with complex needs and partnership working were joint top priorities.
- 64% of respondents thought there had been good or some progress with the delivery of the priorities over the last five years and 26% answered that they didn't know.
- The lack of affordable housing, especially privately rented, with no uplift on Local Housing Allowance was cited as the top challenges, closely followed by access to social housing due to high waiting lists and low turnover.
- When asked what things we could do to respond to the challenges, here are some of the responses:
 - *Raise awareness of the service, especially around the potential for early intervention rather than approaching a crisis point. Better multi-agency working to avoid any unnecessary duplication or conflicts of work. Look at a TA to AST model for rehousing some of the more complex clients which would take the initial risk away from the landlord.*
 - *Develop an 'in-house' provision for vulnerable young people aged 16 to 19 years who are homeless or at risk of being homeless. Review social housing provision. Early Intervention for families at risk of homelessness or those who struggle to maintain a tenancy.*
 - *More council housing and increase Housing Benefit Allowance to make private lets more affordable.*

- *I would say the priority on prevention is key, with early intervention in and by people working in communities. I would also think that working 'upstream' would be useful, such as partnership working, perhaps identifying key risk factors such as school absenteeism or contact with social services. Also working to provide support to those in low-paid jobs to help them progress in work and prevent rent arrears or possible homelessness.*
- The majority of respondents thought that the leading causes of homelessness in Barnsley were:
 - Difficulties in managing and sustaining a tenancy (72%)
 - Friends and family no longer willing to accommodate (58%)
 - Domestic abuse (46%)
- 50% of respondents thought that rough sleeping had increased or vastly increased over the last twelve months.
- Only 66% of respondents didn't know where to direct people at risk of homelessness for advice.

You can also find the government's homelessness data on [their website](#).

Summary

This strategy demonstrates that real progress has been made in Barnsley to tackle homelessness and its causes. It recognises the value of partnership working and early intervention, giving advice and assistance to prevent homelessness.

There are many structural issues that impact on homelessness, and it is often a reflection of how well the economy is doing. There's no doubt that the next five years will prove challenging for the housing and homeless sector, not least due to the cost of living crisis, rising interest rates and inflation, and access to affordable housing at the right time.

There are still key areas to focus on, especially women with complex needs, young people and people from ethnic minority backgrounds. We will learn from good practice and try new models of support, such as Housing First, to address some of these needs, making sure a range of accommodation options are available to meet the needs of our communities.

However, Barnsley has a solid foundation to work from and will continue to strive to end homelessness by strengthening partnerships and improving systems. We will also take into account the voice of people with lived experience when designing and delivering services.

Glossary of terms and definitions

AST – Assured shorthold tenancies

AFEO – Accommodation for Ex-Offenders

TA – Temporary accommodation

LHA – Local Housing Allowance

RSI – Rough Sleeping initiative

DLUHC- Department for Levelling Up, Housing and Communities

DHP – Discretionary Housing Benefit

HRA 2017 – Homeless Reduction Act

DTR – Duty to refer

RSAP – Rough Sleeper Accommodation programme

Definition of homelessness

Homelessness is a very broad definition. In simple terms, it means not having a home or sleeping rough. However, people can be homeless even if they have a roof over their heads. For example, if they're staying temporarily with family or friends, sofa-surfing, staying in a hostel, squatting, at risk of violence at home, living in such poor or unsuitable conditions that it's unreasonable to occupy or have no legal right to where they live.

Prevention duty

Local authorities may deliver their prevention duty through any activities aimed at preventing a household threatened with homelessness from becoming homeless within 56 days. This includes activities to enable an applicant to remain in their current home or find alternative accommodation to prevent them from becoming homeless. The duty lasts for up to 56 days but may be extended if the local authority is continuing with its efforts to prevent homelessness.

Relief Duty

The relief duty is owed to households that are already homeless upon approaching a local authority and therefore require help to secure settled accommodation. This duty lasts 56 days and can only be extended by a local authority if the household is not owed the 'main' homelessness duty.

Section 21 notice

A Section 21 notice is the form a landlord must give a tenant to start the process of ending an assured shorthold tenancy. This is recorded alongside initial assessments.

Duty to Refer

Since 1 October 2018, the duty to refer has required specified public bodies to refer, with consent, users of their service who they think may be homeless or threatened with homelessness to a local housing authority of the person's choice.

Main duty

The 'main' homelessness duty describes the duty a local authority has towards an applicant who is unintentionally homeless, eligible for assistance and has priority needs. These households are only owed a main duty if they do not secure accommodation in the prevention or relief stage. It is therefore not owed to those 'threatened with homelessness'. A minimum of 56 days of assistance must also be offered to a household after they approach the local authority before being owed this duty.

Temporary accommodation

Temporary accommodation is the term used to describe accommodation secured by a local housing authority under their statutory homelessness functions. Most households in temporary accommodation have been placed under the main homelessness duty. However, temporary accommodation is also provided during the relief stage to households who the local authority has reason to believe may have priority need, or on an interim basis in other circumstances, such as pending the outcome of a review on a homelessness decision. Part 7 of the Housing Act 1996 and the Homeless Reduction Act (HRA) 2017 remain the foundation of homelessness legislation.

Housing Act 1996

Part 7 of the Housing Act 1996 legally defines homelessness and provides the statutory framework for action to prevent and relieve homelessness.

Homeless Reduction Act 2017

The Homeless Reduction Act was the most significant change to existing legislation in decades and placed new responsibilities on local authorities to tackle homelessness, including an enhanced prevention duty. The main aim is to help more people sooner to

prevent homelessness. Councils must provide services for all those affected by homelessness and changes included:

- A duty to help people secure accommodation for 56 days before they are at risk of losing their current home.
- Anyone who has been served with a valid Section 21 notice of the Housing Act 1988 that the landlord requires possession that expires in 56 days or less is now classed as 'threatened with homelessness'.
- A duty to help people for 56 days following homelessness occurring.
- Specified public authorities must now notify the council of people who are homeless or at risk of homelessness.
- The duty to provide advisory services was expanded and should cater for all eligible applicants, agreeing personal housing plans to help them secure accommodation.
- Councils need to take responsible steps to prevent homelessness for all eligible applicants.
- If people do not co-operate or refuse an offer of accommodation from the council to relieve homelessness, then the main housing duty no longer applies. If an applicant does not take the reasonable steps agreed upon in their plan, this can also end the duty.
- New rights to review are also in the legislation.

Homeless Code of Guidance for Local Authorities 2018

The Code of Guidance provides advice on how local authorities should exercise their homeless functions under the Homeless Reduction Act 2017.

Other key legislation includes:

- The Children Act 1989.
- The Care Act 2014.
- The Domestic Abuse Act 2021.
- The Equality Act 2010.
- The Renters Reform Bill.

Appendix 1 – Aligned strategies and interdependencies

Ending Rough Sleeping for Good, September 2022, Department for Levelling Up, Housing and Communities (DLUHC)

In September 2022, the government published its ²'Ending Rough Sleeping for Good' Strategy. This strategy builds on the government's commitment to end rough sleeping within this parliament. The vision is that *'rough sleeping should be prevented wherever possible, but where it does occur, it must be rare, brief and non-recurring'*.

The priorities in the strategy are:

- Better prevention to reduce the number of people that reach the streets in the first place.
- Swift and effective intervention for those who do sleep rough.
- Additional targeted support for those who need it for their recovery, including specialist accommodation.
- A more transparent and joined-up system to ensure everyone is working together to end rough sleeping.

Housing Strategy

Barnsley Council's Housing Strategy is currently under review and a revised version will be available this summer. The strategy aligns with our Barnsley 2030 vision by seeking to provide quality, affordable, inclusive and sustainable housing that suits resident needs and lifestyles. The strategy includes four pillars of success that will focus and guide our collective efforts over the next five years, with clear links to supporting temporary accommodation and preventing homelessness. The pillars of success include:

- Enabling sustainable housing growth to meet need.
- Maximising existing housing stock.
- Supporting strong and resilient communities.
- Supporting people to live healthy independent lives.

Domestic Abuse Strategy 2022-2027³

This strategy outlines how we will work together with partners, tackling and preventing domestic abuse in Barnsley. It outlines how we will achieve our strategic priorities of:

² <https://www.gov.uk/government/publications/ending-rough-sleeping-for-good>

³ <https://www.barnsley.gov.uk/services/our-council/our-strategies/domestic-abuse-strategy/>

- Providing victims of domestic abuse with the right support.
- Preventing domestic abuse.
- Ensuring a strong multi-agency response to domestic abuse.
- Holding perpetrators to account and supporting them to change their behaviour.

The strategy aims to improve the lives of victims, survivors and their children, helping to make Barnsley a place where people are safe from domestic abuse. There needs to be clear and joined-up pathways between both strategies as domestic abuse is a significant contributor to homelessness.

Mental Health and Wellbeing Strategy 2022-26⁴

This strategy aims to ensure we have the conditions and culture to enable everyone within our communities to achieve their potential. This means that all our residents will be able to enjoy those things that help them feel positive about their lives and access high-quality support and compassionate services when they need it.

The prevalence of mental health is high amongst the homeless population and access to support is key to recovery and sustaining accommodation.

Substance Misuse Needs Assessment 2022 and Substance Misuse Plan 2023-25

This work outlines our vision to work collaboratively to prevent and reduce the harm caused by drug and alcohol use to individuals, families and communities so that:

- Everyone can have the best start in life, live well and age well in safe, strong, resilient communities.
- People who need help with their drug or alcohol use can access the right support at the right time and place to recover and live fulfilling lives.
- People who drink alcohol choose to do so responsibly and safely.
- Children, young people and families have the best start in life and future generations grow up protected from the impact of drug and alcohol misuse.
- Local communities experience less crime and disorder related to drugs and alcohol.

⁴ <https://www.barnsley.gov.uk/media/22000/barnsley-mental-health-and-wellbeing-strategy-2022-26.pdf>

Children and Young People’s Early Help Strategy 2022-2027⁵

Early help in Barnsley is used to describe our approach to a whole range of social, health and educational issues when providing support to children, young people and their families as soon as problems emerge or re-emerge. It’s about providing the right support, in the right place and at the right time.

Barnsley Health and Care Plan Refresh

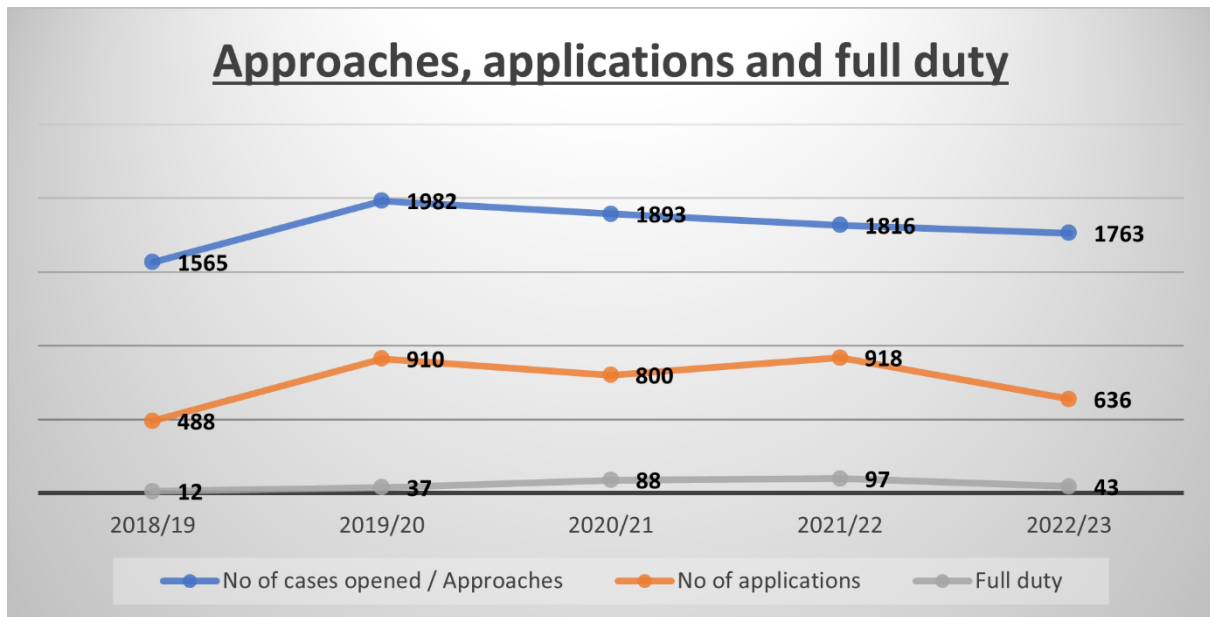
This plan sets out how the Barnsley Place Partnership will continue to drive forward change, prioritising action on improving health and health outcomes, tackling health inequalities and delivering value for money. The Plan has four priorities:

- Growing our workforce.
- Strengthening our joint approach to prevention.
- Improving equity of access.
- Joining care and support for those with the greatest needs.

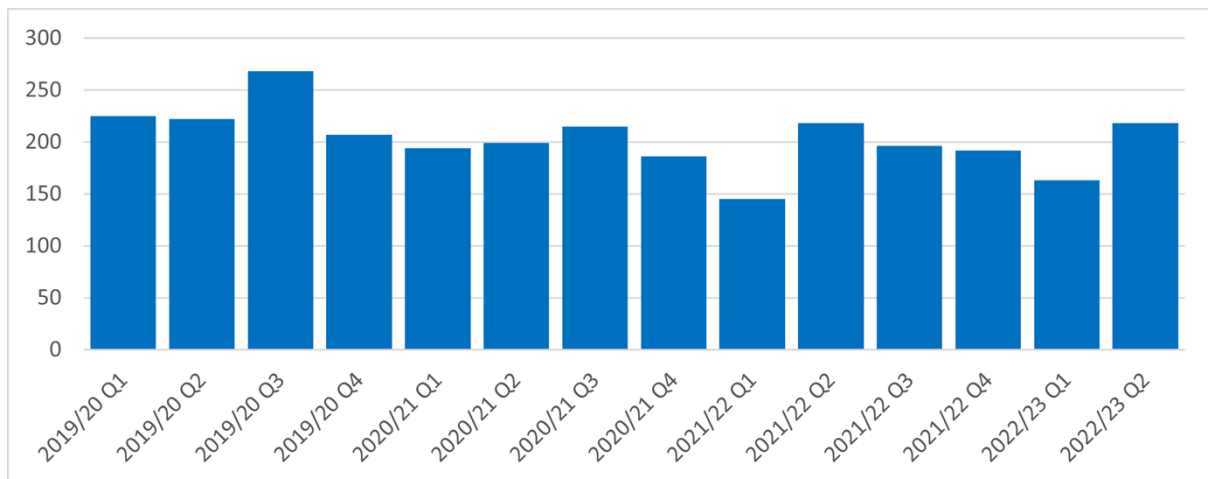
⁵ <https://barnsleymbc.moderngov.co.uk/documents/s100555/Appendix%201%20-%20Strategy.pdf>

Appendix 2 – Analysis of the data

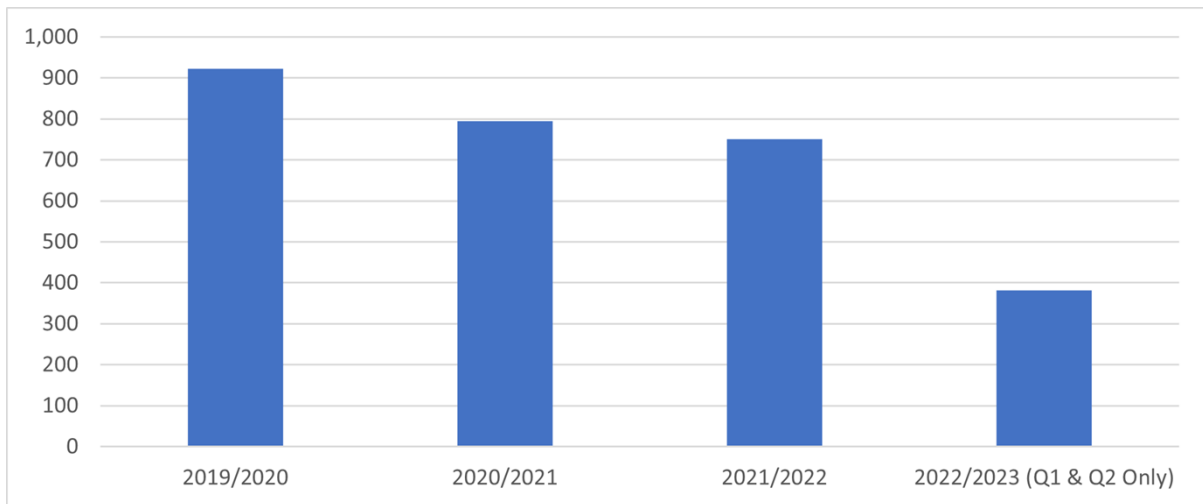
Approaches and assessments



Total initial assessments (homeless applications) since 2019 (quarterly)

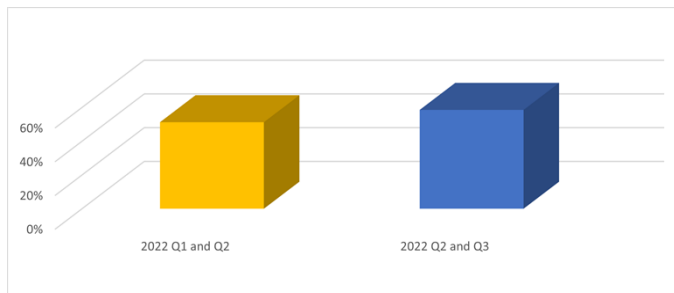


Total initial assessments (homeless applications) since 2019 (annually)

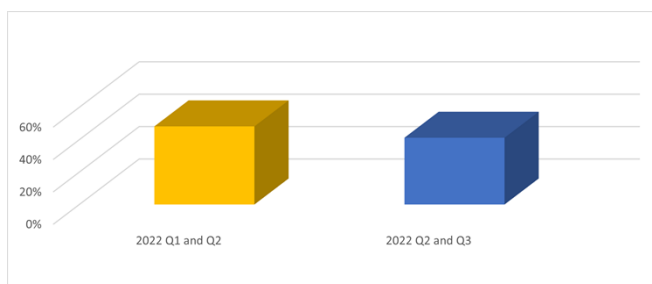


Applications, assessments, approaches and full duty cases have remained pretty static over the last few years. However, they have started to rise again in the last few quarters, potentially reflecting some of the cost of living challenges.

Circumstances upon initial assessment

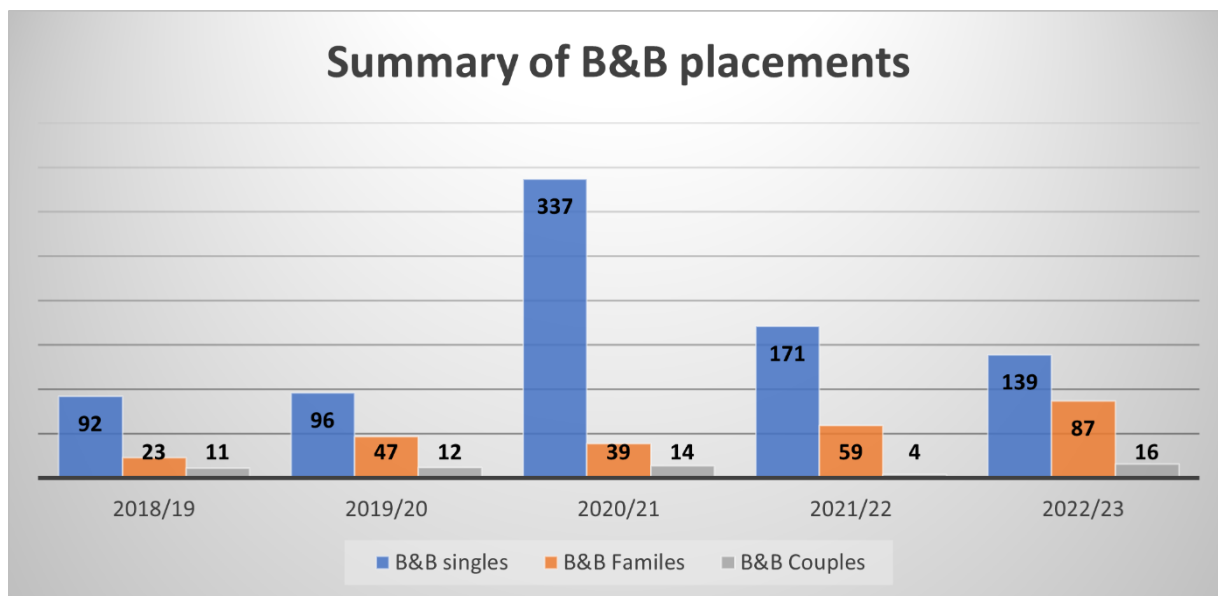


In 2021, 52% of people we assessed were deemed to already be homeless. In Q2 and Q3 of 2022, this figure rose to 59%. The percentage of people owed a relief duty on initial assessment has risen, meaning we are reaching fewer people at the preventative stages.

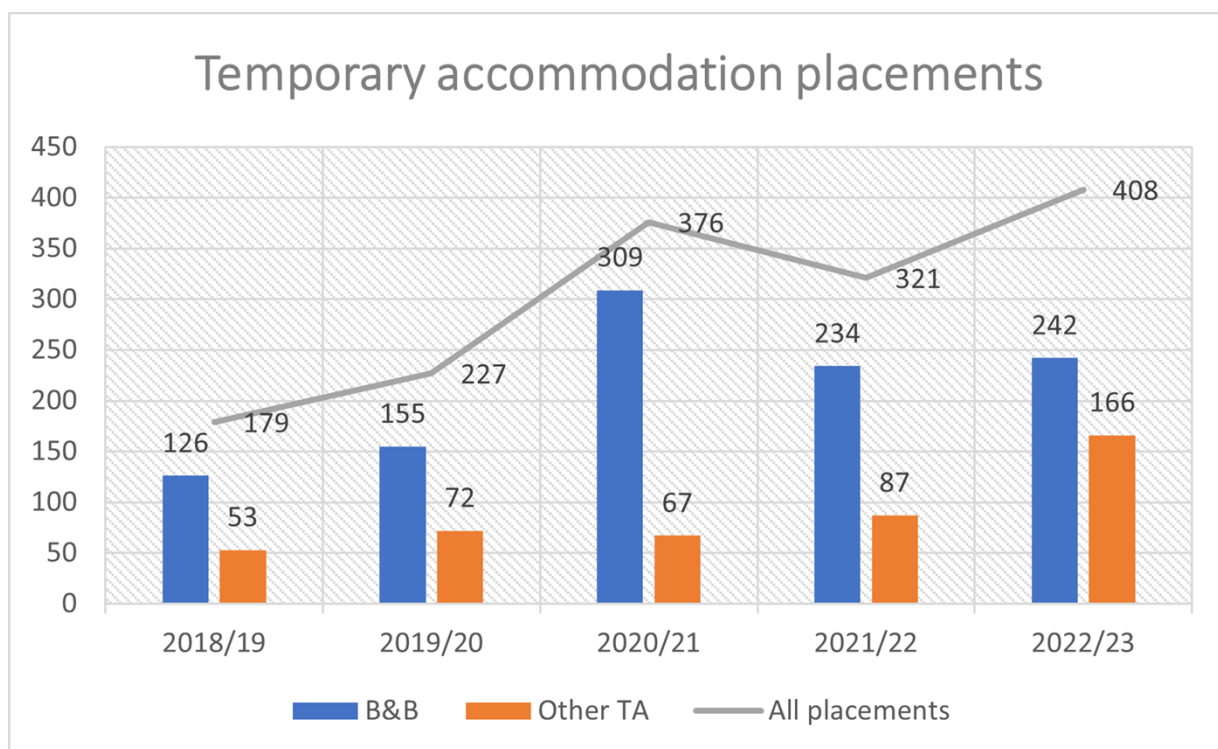


48% of people we assessed were owed a prevention duty in 2021. Comparing this figure to Q2 and Q3 of 2022/23, the number has fallen by 7% (now at 41%). This means fewer people are presenting before they are actually homeless.

B&B and temporary accommodation

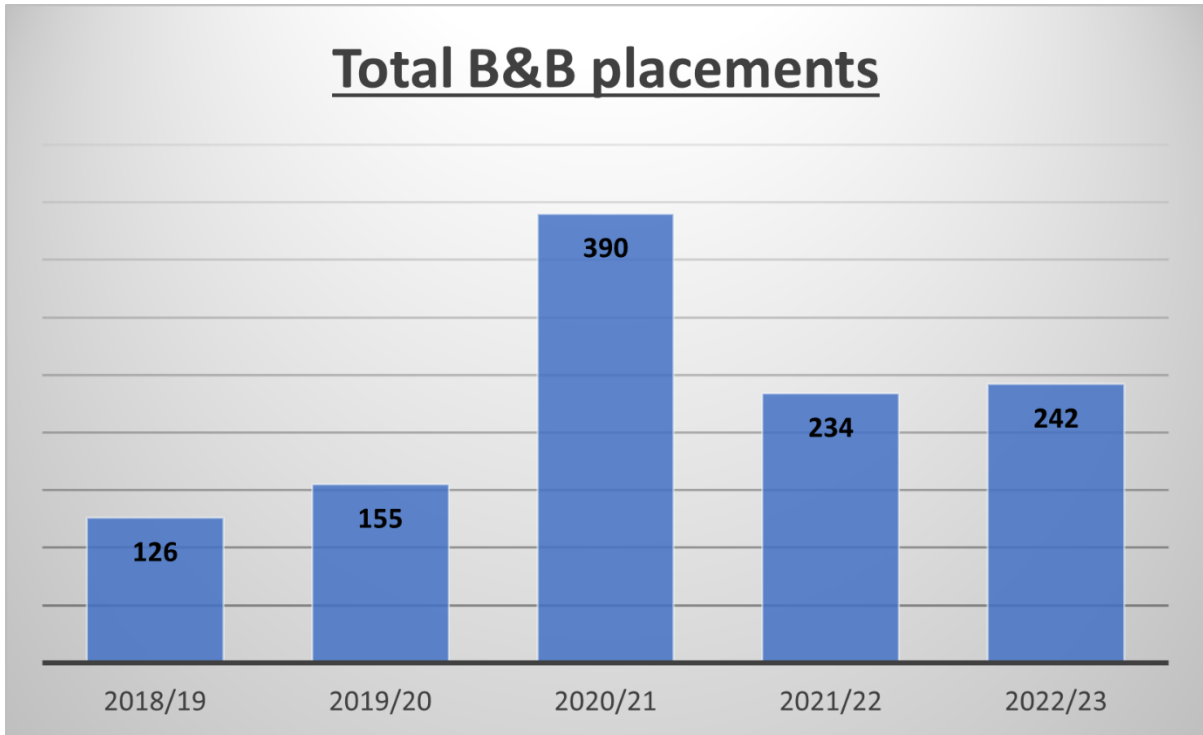


B&B placements peaked in Covid-19, due to the government’s ‘Everyone in’ mandate. They have started to reduce over the following years but there has been an increase in family placements more recently.

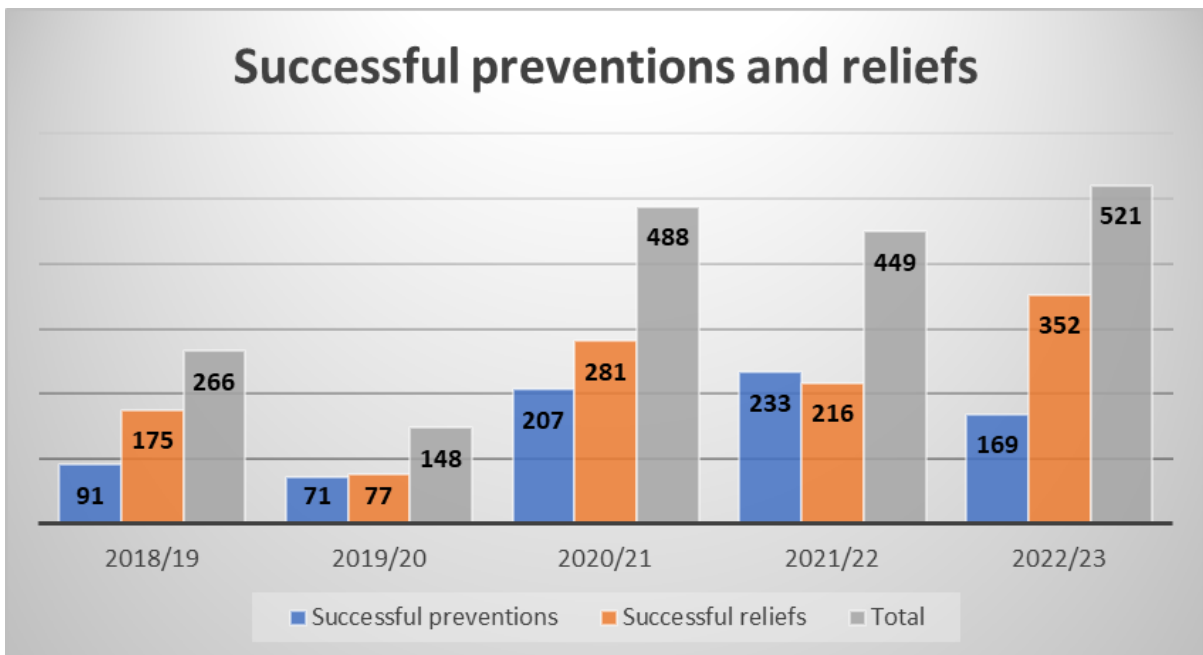


Generally, all temporary accommodation placements have increased. However, some of this can be attributed to the increase in temporary accommodation stock available to us through council housing and the opening of our directly managed provision for rough sleepers.

Total B&B placements



Preventions and reliefs

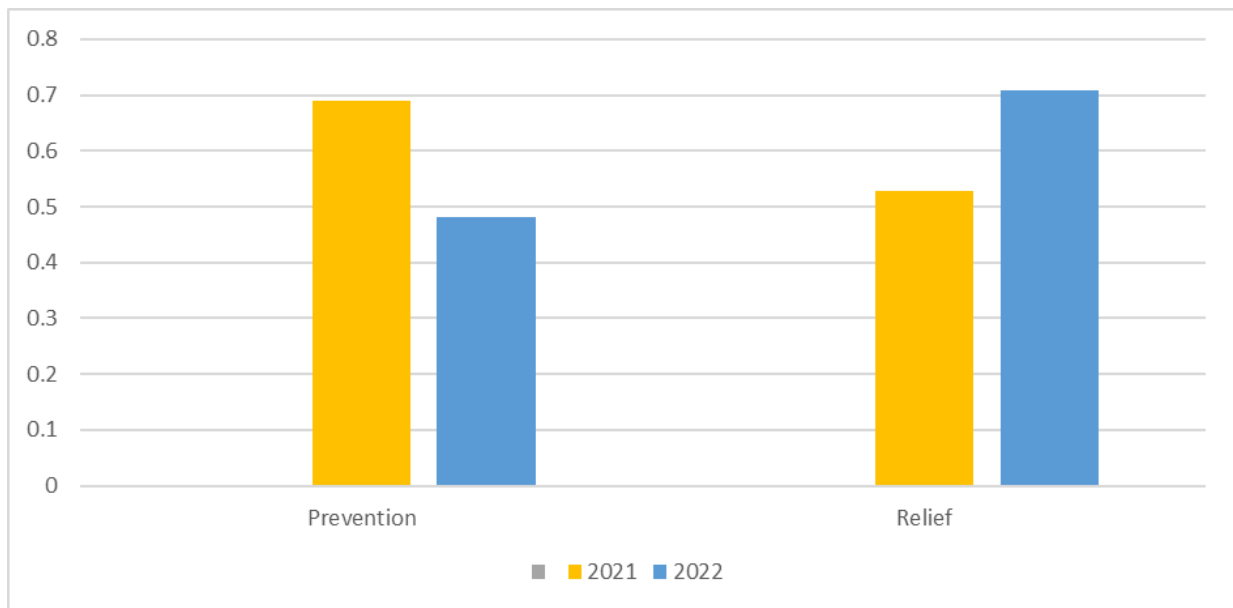


Reliefs are still higher than preventions, meaning that people are presenting when they're already homeless, leaving less time to work with them to prevent homelessness. In terms of successful outcomes, we're good at securing alternative accommodation but the focus needs to be on keeping people in accommodation wherever this is feasible.

Securing accommodation for six-plus months

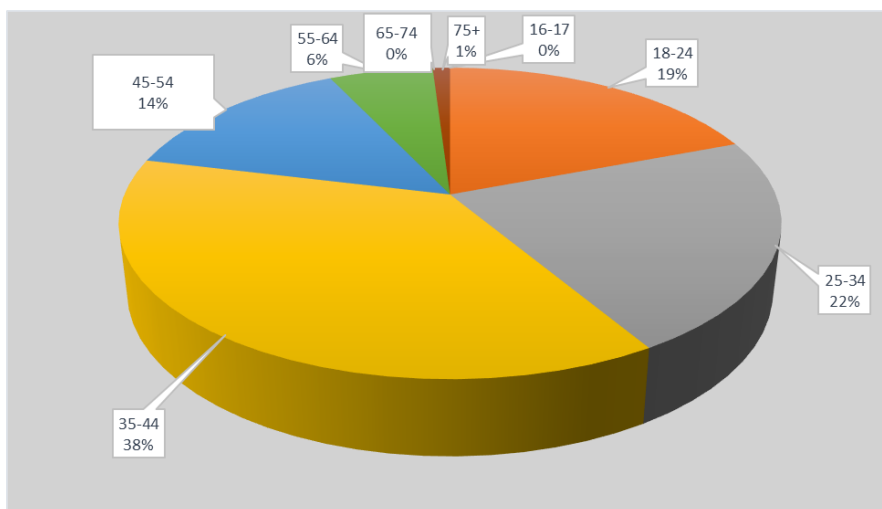
The percentage of prevention and relief cases that ended with accommodation being secured was:

	Prevention	Relief
2021	69%	53%
2022 (Q2 & Q3 data)	48%	71%



The age profile of applicants

16-17	18-24	25-34	35-44	45-54	55-64	65-74	75+
0%	19%	22%	37%	14%	6%	0%	1%

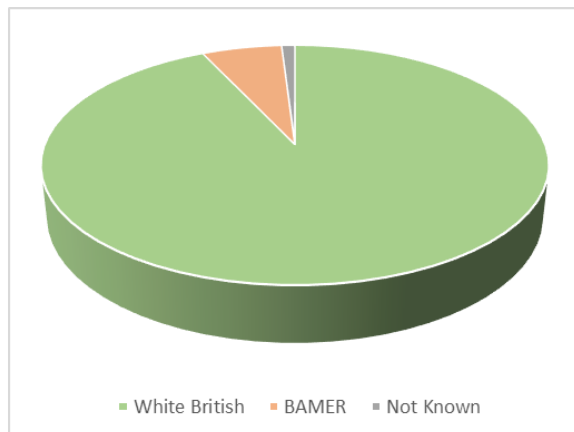


41% of household applications were aged 34 and under.

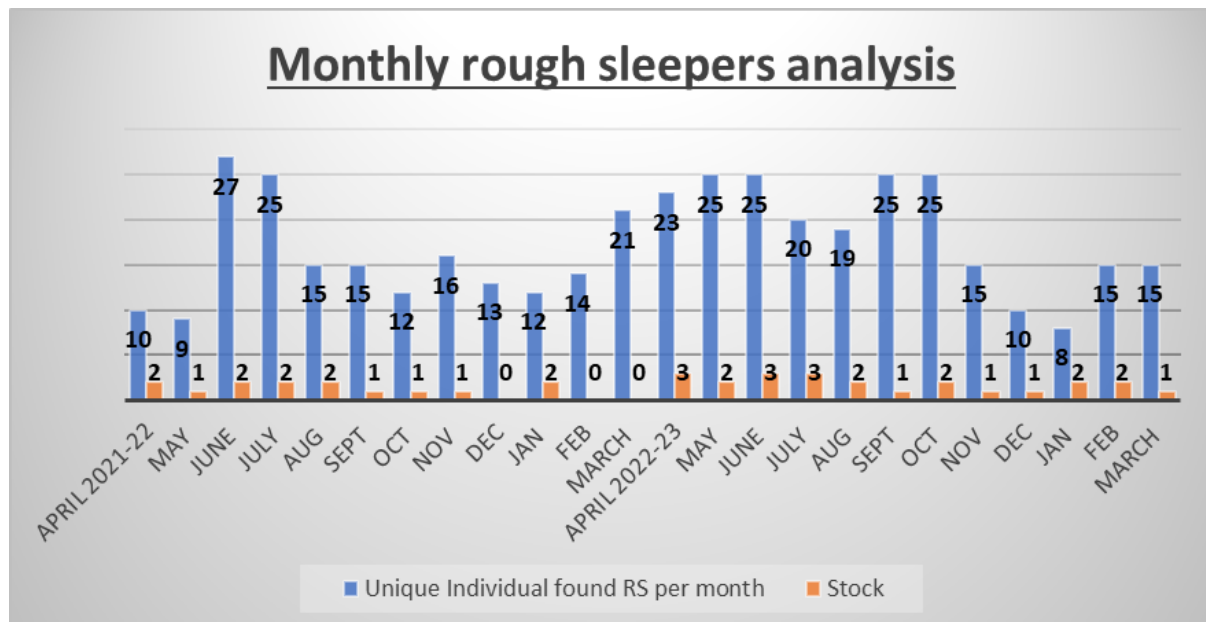
Ethnicity of applicants

- 93% of households self-defined as White British with 6% from Black, Asian, Minority Ethnic and Refugee communities.
- The largest Black, Asian, Minority Ethnic and Refugee community is Black or Black British, which accounted for 3%.
- Black, Asian, Minority Ethnic and Refugee communities account for 3.1% of Barnsley's population, meaning they're disproportionately represented in homelessness.

White British	Black, Asian, Minority Ethnic and Refugee	Not known
93%	6%	1%

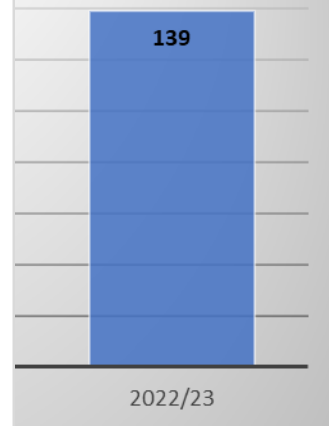
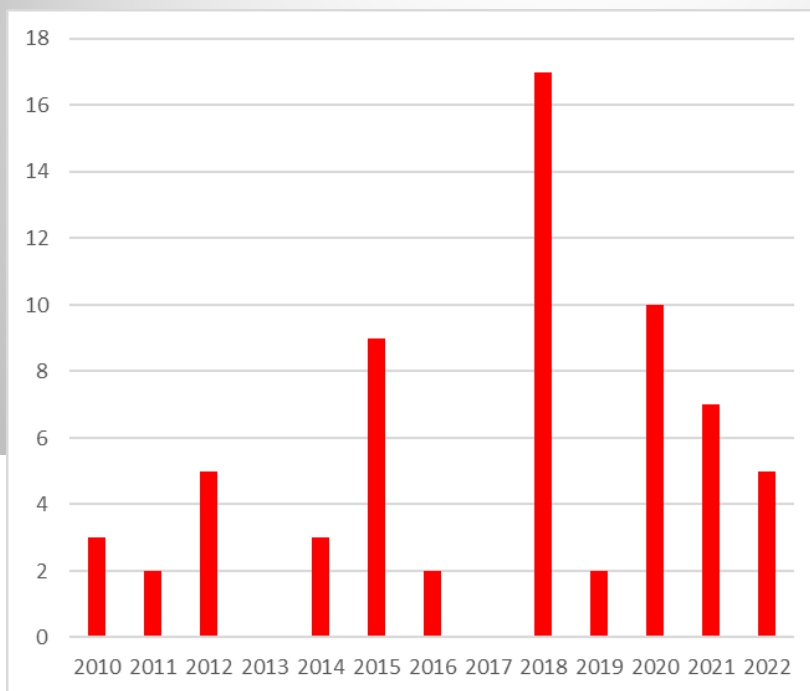


Rough sleepers



This graph shows the number of individual rough sleepers found each month. It should be noted that some people may be counted across a number of months if they are still sleeping rough. The average found each month was 17 and we're working to analyse this data further. This includes understanding where they are coming from before the streets, how long they have been on the streets, whether they are returning and what support they need. The number of long-term rough sleepers remains low, sitting at one or two.

Unique individual rough sleepers

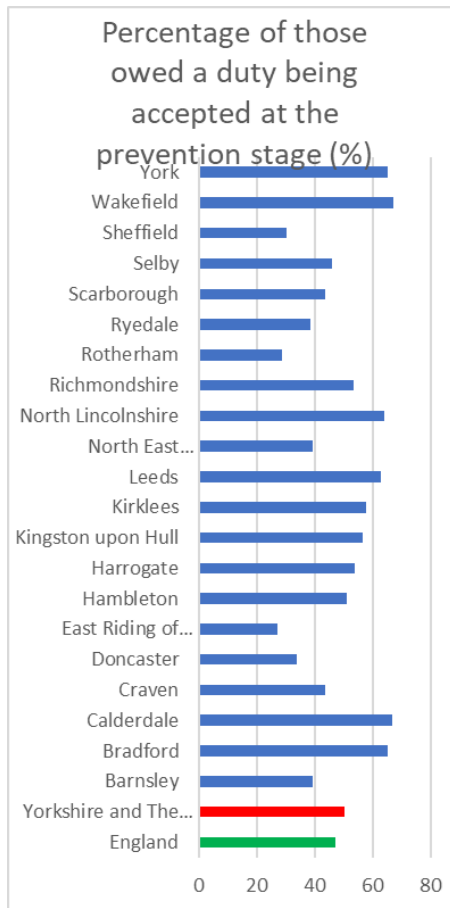
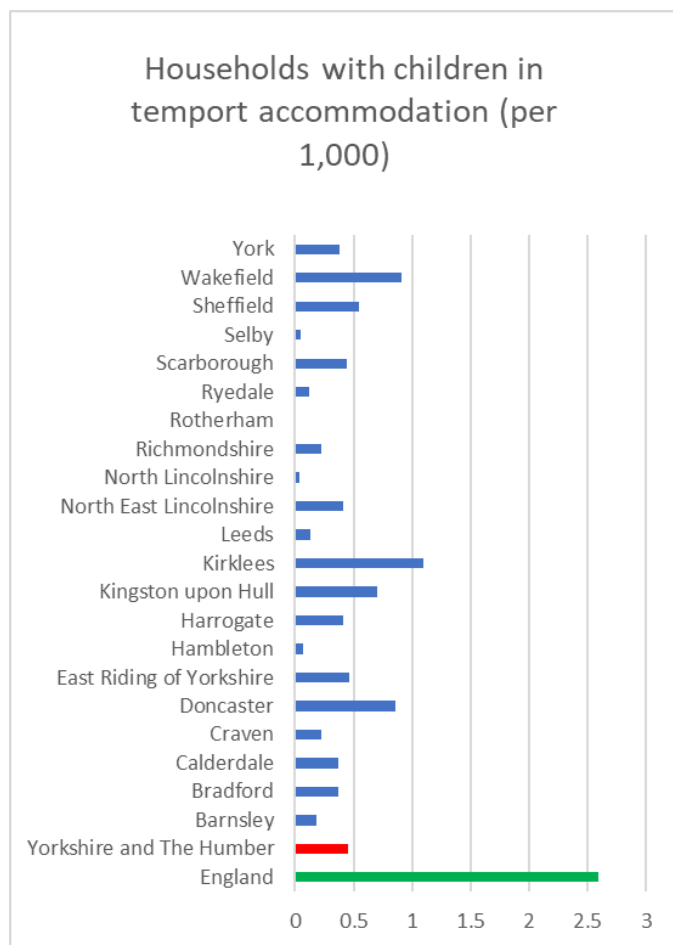
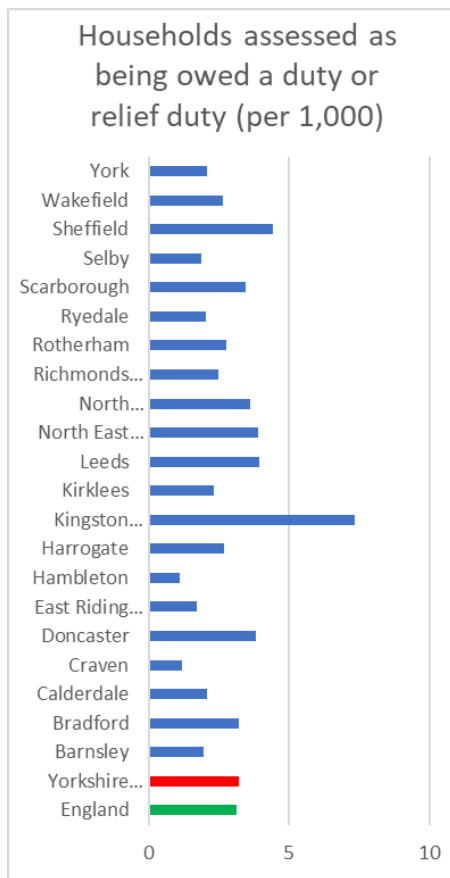


Number of people sleeping rough on a single night in autumn – official government figures

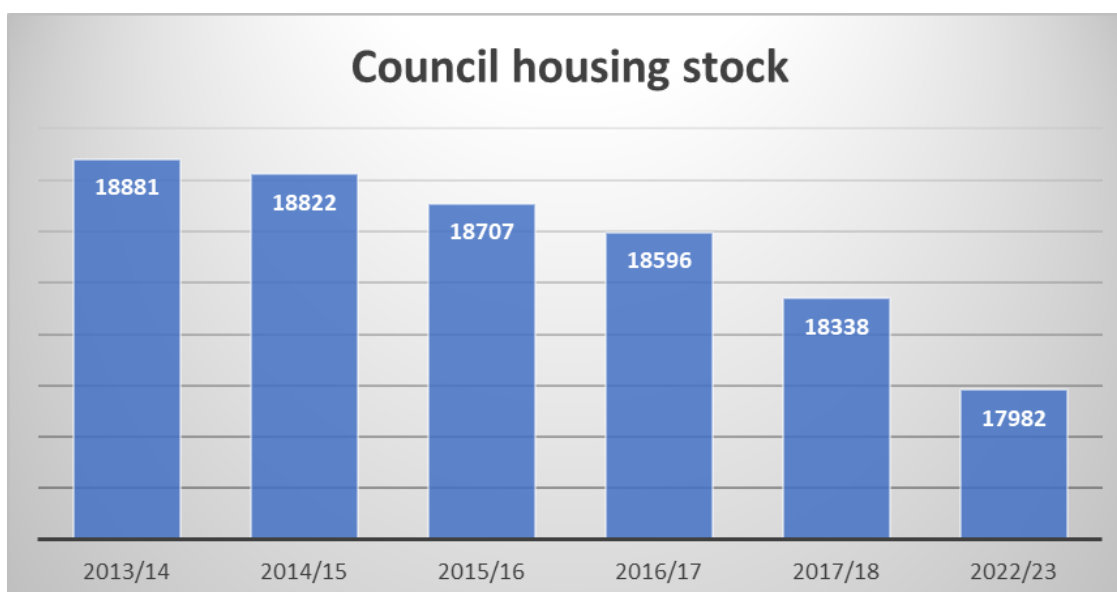
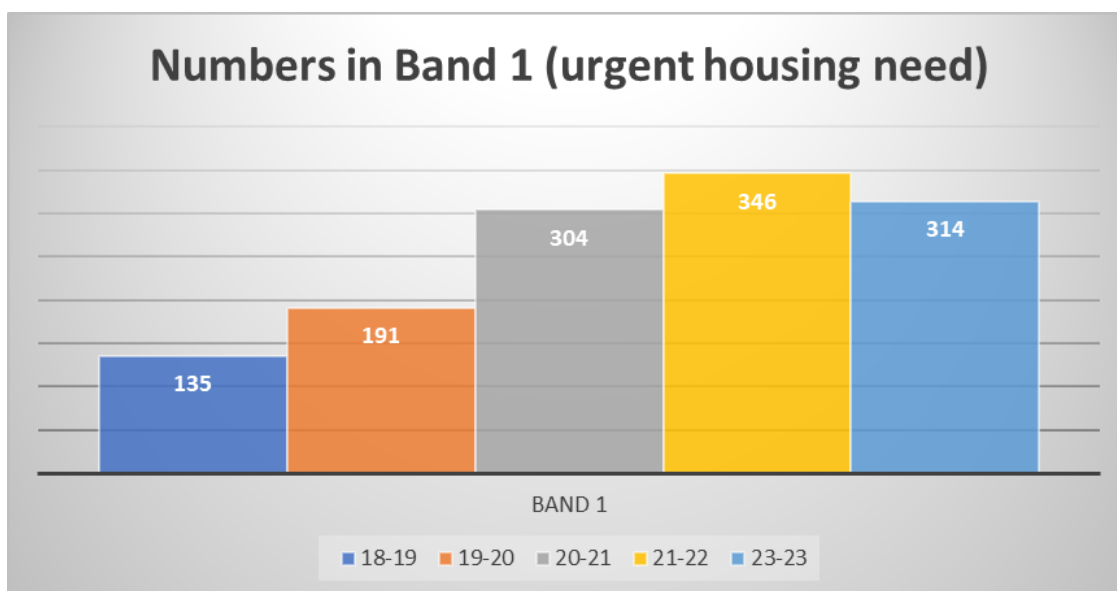
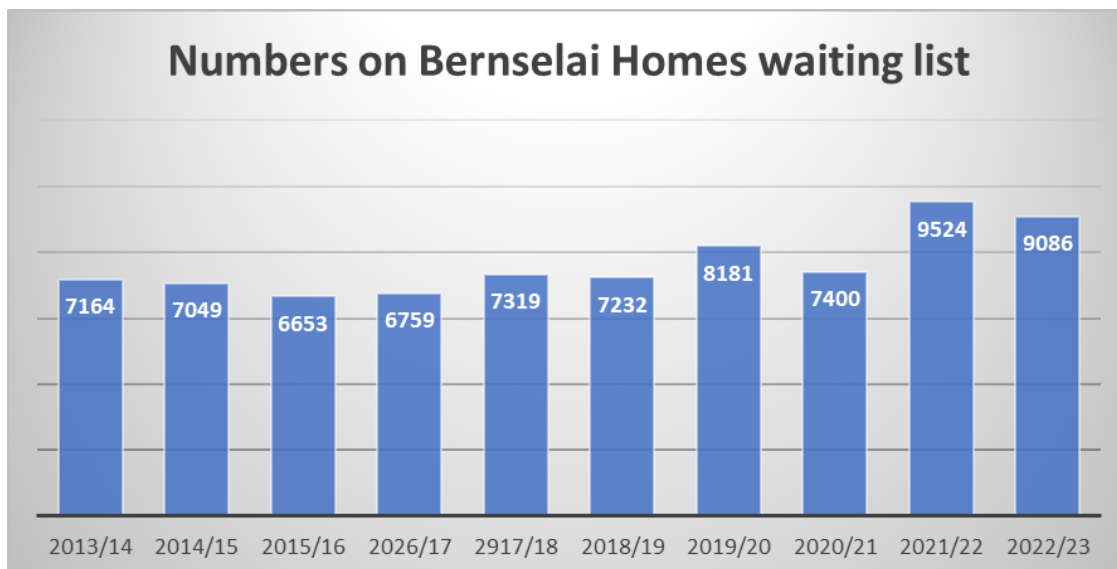
Year	Number
2010	3
2011	2
2012	5
2013	0
2014	3
2015	9
2016	2
2017	0
2018	17
2019	2
2020	10
2021	7
2022	5

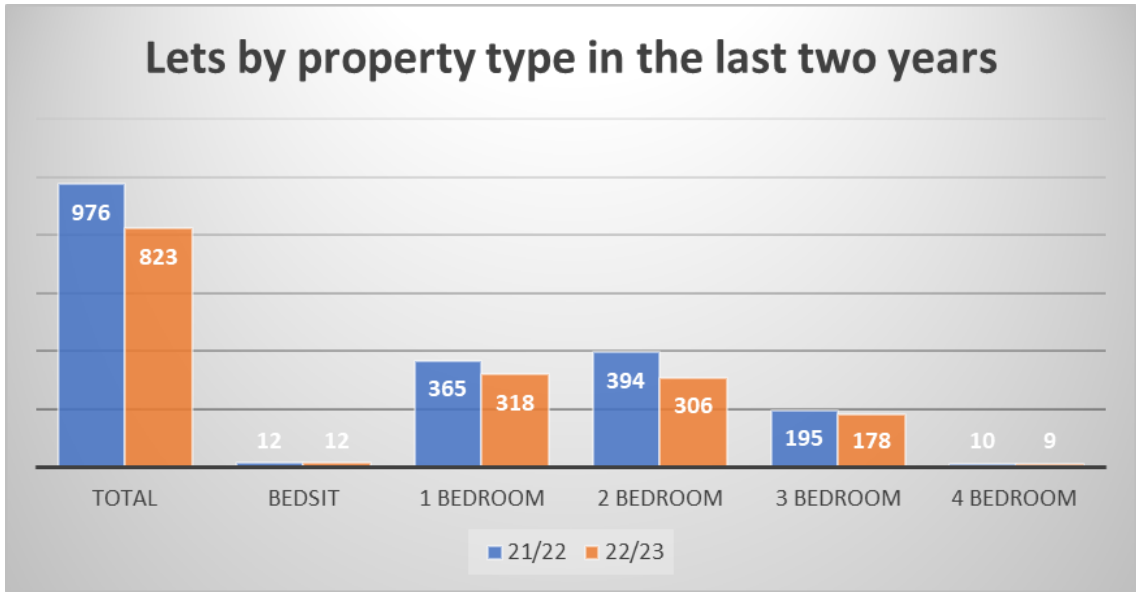
This graph shows the number of rough sleepers found on a single night in autumn as verified by the government. This has been reducing year-on-year since 2018, which coincided with the funding of a dedicated outreach worker to support people off the streets.

Comparison data



Berneslai Homes council housing data





Council housing stock has reduced over the last few years and is now under 18,000. Right to Buy takes an average of 150 properties from the stock every year, with 183 being sold in 2021/22 and 130 in 2022/23. These are slow to be replaced due to the lack of government investment in social housing.

Turnover of stock is decreasing, with under 1,000 units becoming available last year. There is also a growing number of applicants in Band 1 (requiring urgent housing need) at over 300, with over 9,000 in total on the waiting list.

Appendix 3

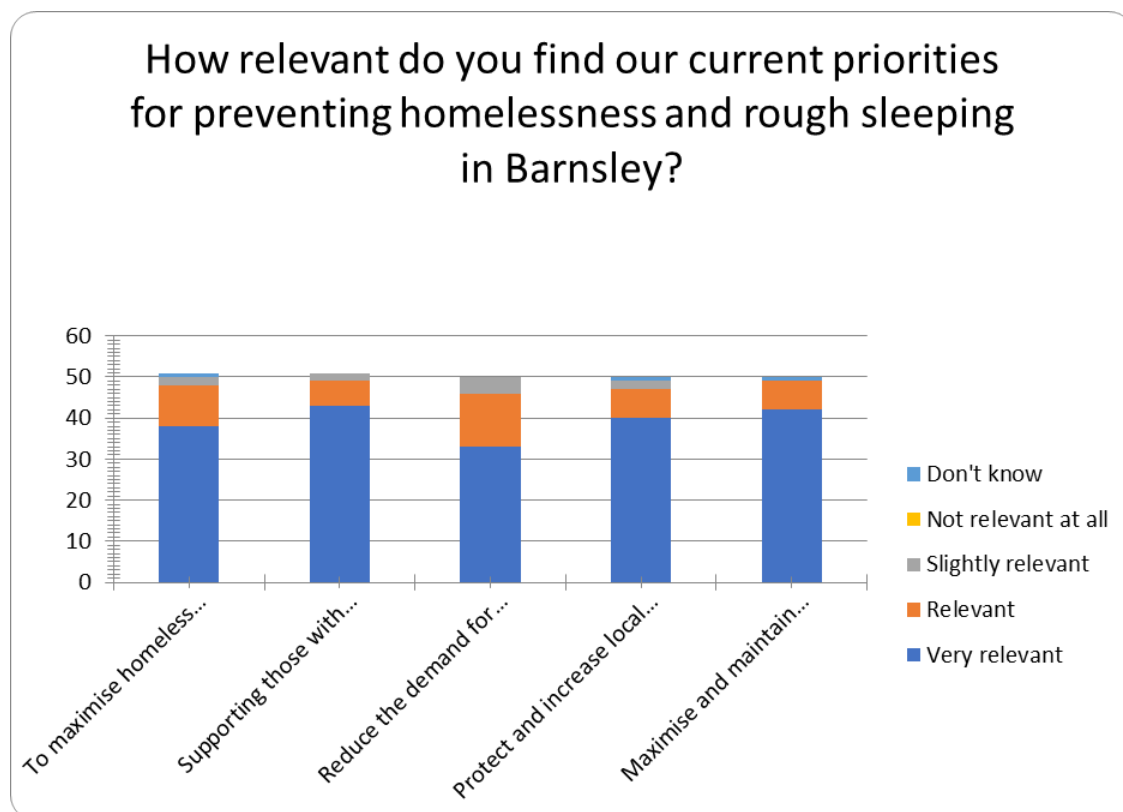
Stakeholder questionnaire results and analysis

Partners and stakeholders assisted in developing this strategy through presentations at meetings, our stakeholder questionnaire and the development of other aligned strategies. Although we're responsible for writing this strategy, it needs to be supported and owned by all our partners to achieve our aims of reducing all types of homelessness.

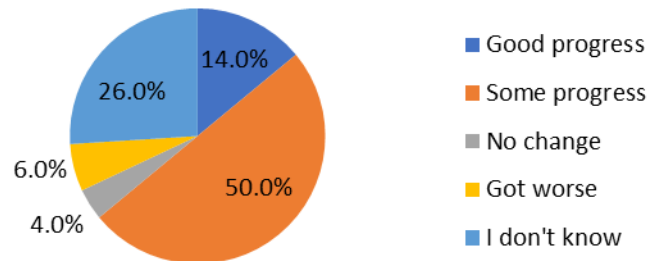
Consultation took place with the following groups alongside our stakeholder questionnaire, which had fifty responses:

- The Mental Health Delivery Group.
- Barnsley Homeless Alliance.
- Barnsley Place Committee and Partnership Board.
- The Housing and Energy Board.
- The Town Centre Business Forum.
- Adult Social Care extended management team.
- Armed Forces Covenant.

A summary of the results of the stakeholder questionnaire is detailed below and we're working to respond to some of the concerns and feedback received.



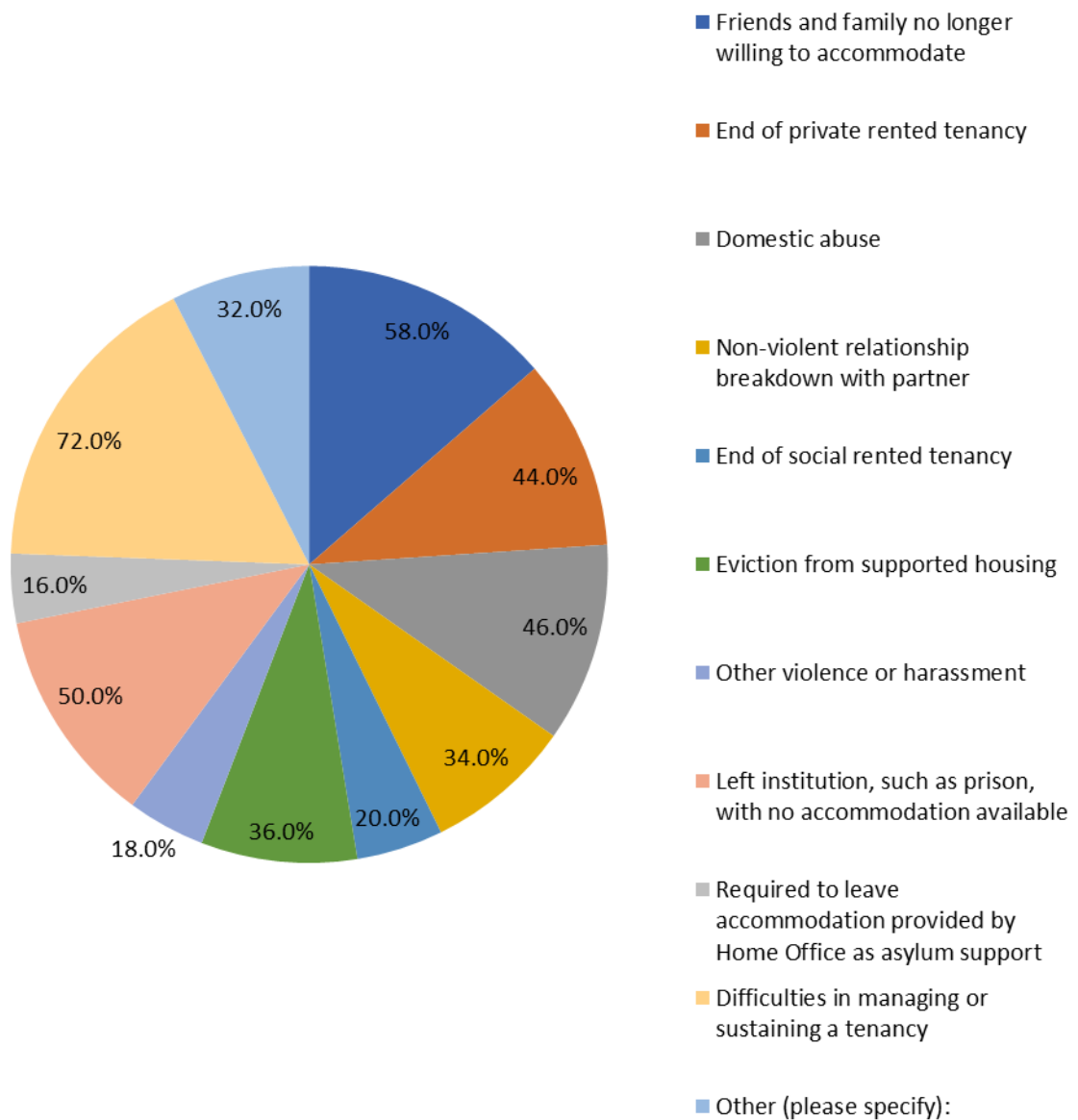
Do you think progress has been made on these priorities since 2018?



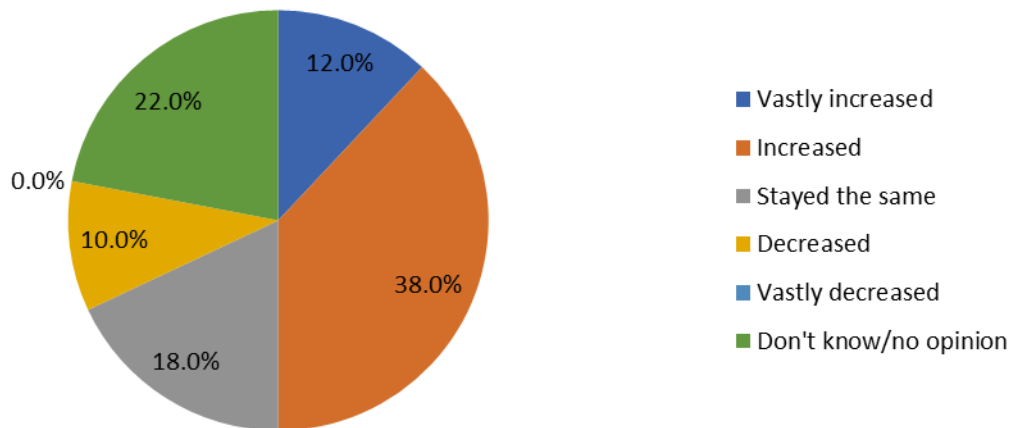
Some of the comments in the questionnaire:

- “Extremely limited housing options for move-on for more complex clients. Landlords exiting the market or substantially increasing rents to cover increased mortgage costs. Increase in interest rates impacting as fixed-term mortgages come to an end. Other services fail to manage expectations and have little or no knowledge of the challenges around homelessness.”
- “Despite new incentives, most new-build affordable housing is not affordable or accessible by the people most likely to be homeless, likely to become homeless or those living in poor standards of accommodation.”
- “The rental market is bad, with no affordable housing, and the cost of living will mean more homeless people.”
- “I suspect there is a correlation to unemployment so ensuring Barnsley’s population has good employment opportunities and are supported to gain employment will be key. It may be a myth, but my understanding is that addiction is part of the homelessness problem and so having supportive mental health and recovery services will be helpful.”
- ‘Priorities are more affordable housing, more support to maintain clients in their current properties and more awareness of what support is available.’

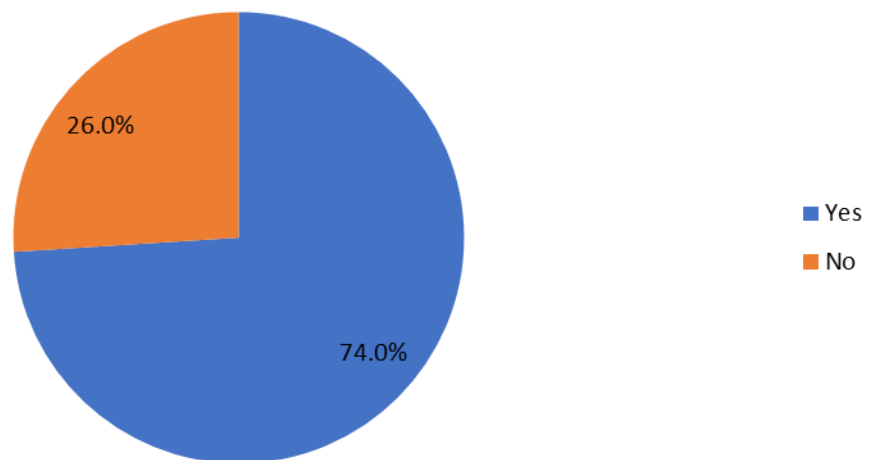
Thinking of the people you support, what do you feel are the leading causes of homelessness in Barnsley?



How do you think rough sleeping has changed over the last twelve months? We define rough sleeping as people sleeping in outdoor spaces, such as the streets, in tents, doorways, parks, bus shelters or encampments.



Do you believe there are gaps in the current provision of homelessness services and advice? If you do, please tell us where you feel the gaps are in the comments box below.



References

¹ https://www.crisis.org.uk/media/248340/zoopla_briefingv8-1.pdf

<https://www.gov.uk/government/publications/prisons-strategy-white-paper>

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/919748/Evaluation_of_the_Implementation_of_the_Homelessness_Reduction_Act_Final_Report.pdf

<https://www.crisis.org.uk/ending-homelessness/homelessness-knowledge-hub/homelessness-monitor/england/the-homelessness-monitor-england-2017/>

<https://www.nice.org.uk/guidance/ng214>

<https://www.crisis.org.uk/ending-homelessness/plan-to-end-homelessness/>

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1089015/Domestic_Abuse_Act_2021_Statutory_Guidance.pdf

<https://www.gov.uk/government/publications/tackling-domestic-abuse-plan>

<https://www.barnsley.gov.uk/media/22372/barnsley-health-and-care-plan-refresh-22-23.pdf>

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Appendix 2

Homeless Prevention and Rough Sleeping Action Plan 2023-2028

The actions below set out how the Homeless Prevention and Rough Sleeping Strategy will deliver its key priorities over the next five years.

The strategy and action plan will be kept under review to make sure it stays strategically relevant considering the shifting landscapes of homelessness. An annual report and updated action plan will be produced and presented to the council as well as other relevant forums.

Strategy priorities	Actions
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="background-color: yellow; padding: 10px; text-align: center;">Healthy Barnsley</div> <div style="background-color: cyan; padding: 10px; text-align: center;">Learning Barnsley</div> <div style="background-color: magenta; padding: 10px; text-align: center;">Growing Barnsley</div> <div style="background-color: green; padding: 10px; text-align: center;">Sustainable Barnsley</div> </div>	
<p>Priority 1 - Homeless prevention and early intervention, including youth homelessness</p>	<p>We will:</p> <ul style="list-style-type: none"> ➤ Promote early intervention through awareness raising and Duty to Refer processes, including developing a ‘commitment to refer’ for those agencies who are not required by law to report in. We will develop a culture across organisations to proactively prevent homelessness. ➤ Increase the rates of prevention approaches and successful preventions. ➤ Continue to work with prisons and hospitals to ensure referrals are received early and pathways are in place.

- Use data, predictive analysis and feedback to understand ways to work smarter to manage demand. This data will also inform how we improve prevention and relief intervention services.
- Work with partners to increase affordable housing options across all tenures.
- Develop a prevention toolkit, training and advice for organisations to respond to the risk of homelessness at an earlier stage.
- Develop our approach to co-production with people with lived experience and partners, helping us to develop prevention services that deliver positive outcomes.
- Promote the use of Barnsley Community First Credit Union across all homeless-related services.
- Provide support and assistance with welfare benefits, debt and money advice to prevent homelessness.
- Work alongside landlords to create robust early alert systems and ensure protocols are in place for tenancies at risk or when properties are going to be removed from the market.
- Work with partners to move people into volunteering, learning and work.
- Improve early identification and support through the Domestic Abuse, Stalking, Harassment and Honour-Based Violence (DASH) risk assessment. We will also work to prevent instances of domestic abuse.
- Commit to providing safe housing options to prevent homelessness for those facing domestic abuse, stalking, harassment and honour-based violence.

- Develop and improve the advice and support available to the public, partners and stakeholders, especially what is available digitally.
- Make sure mediation is available to maintain or repair relationships whilst longer-term housing solutions are being identified.
- Provide early advice and support to people leaving the armed forces and continue to support the work of the Armed Forces Covenant.

For young people and care leavers, we will:

- Prevent young people 'in transition' from becoming homeless through the review and implementation of effective housing pathways, support and advice.
- Fully implement the young person's protocol, working closely with the joint social worker post to prevent homelessness wherever possible. We will thoroughly review the protocol and how it operates annually.
- Deliver homeless prevention work to children and young people and work with partners to identify ways to address and prevent the underlying causes of homelessness in the next generation. We will also improve pathways to housing for young people to enable earlier intervention.
- Work alongside Early Help services to provide advice and support around housing and homeless prevention.
- Continue to support the work of the young person's homelessness social worker.

Priority 2 - Supporting those with complex needs and reducing the cycle of homelessness and rough sleeping

We will:

- Make sure any episodes of rough sleeping are rare, brief and non-recurrent, using data and analysis to identify 'routes' to the streets.
- Make sure all verified rough sleepers are offered accommodation and support.
- Work in a trauma-informed way, letting the person take the lead for their support planning and outcomes. This will help us to achieve person-centred practice.
- Continue to work in partnership with key agencies, especially Recovery Steps (substance misuse), Probation, IDAS (domestic abuse), Adult Social Care and mental health services to address wider support needs. This will help us to reduce the cycle of homelessness.
- Develop housing options and support for women with complex needs.
- Make sure appropriate safeguarding practices are embedded across the service, including further developing a robust multi-agency safeguarding approach for rough sleeping and those who self-neglect.
- Develop a 'Housing First' approach for rough sleepers, learning from others who have run successful pilots.
- Make sure there is sufficient capacity and support in the system to deliver our Severe Weather Emergency Protocols (SWEP).

	<ul style="list-style-type: none"> ➤ Work in partnership with Community Safety, the Police and other key stakeholders to develop an action plan for tackling street begging. ➤ Work with the Homeless Alliance to develop a communications plan to provide information to the public about what support is available for rough sleepers and beggars. This will include developing an alternative giving scheme.
<p><u>Priority 3 - Improving access to a range of housing options, especially in the private rented sector, and improving housing and support pathways</u></p>	<p>We will</p> <ul style="list-style-type: none"> ➤ Work with a range of landlords to increase the supply of affordable housing available in the borough. ➤ Remodel and update the domestic abuse pathway, making sure there is a move-on from refuge to a range of housing options. Our focus will be on reviewing provisions for male victims of domestic abuse and women with complex needs. ➤ Encourage and support the development of good quality, non-commissioned supported housing in partnership with providers. We will do this within frameworks that provide quality assurance. ➤ Implement the revised lettings policy, ensuring fair access to social housing for those most in need. ➤ Bid for the Supported Housing Accommodation programme to increase longer-term housing options for those with complex needs.

	<ul style="list-style-type: none"> ➤ Develop employment pathways for people who have recently lost employment or who are otherwise looking for work. ➤ Develop a Private Rented Incentive Scheme linked to the Accommodation for ex-offenders funding, creating a housing pathway from prison to the community. ➤ Work in partnership to make sure there is sufficient supported accommodation to meet demand and the needs of the groups who are at the most risk of homelessness in Barnsley. ➤ Make sure any national resettlement programmes are proportionately supported without negatively impacting local need.
<p><u>Priority 4 - Reducing the use and cost of temporary accommodation</u></p>	<p>We will:</p> <ul style="list-style-type: none"> ➤ Reduce dependency on bed and breakfasts by providing more suitable emergency housing solutions. This includes increasing the number of council houses available for temporary accommodation. ➤ Cut the cost of bed and breakfast and hotel accommodation by reducing the number of placements and length of stay. ➤ Develop effective pathways to and from temporary accommodation to make sure there are sufficient bed spaces and the move-on process is timely. ➤ Work towards reducing the numbers requiring temporary accommodation by intervening earlier. We will use the prevention pot and other prevention tools to mitigate the need for temporary accommodation. ➤ Support the review of the void processes in council housing to make sure temporary accommodation is turned around

	<p>quickly and offers properties that are ready to let within a reasonable period.</p> <ul style="list-style-type: none"> ➤ Ensure no 16- and 17-year-olds are placed into bed and breakfast accommodation.
<p><u>Priority 5 - Develop a system-wide approach to housing and health (physical and mental)</u></p>	<p>We will</p> <ul style="list-style-type: none"> ➤ Work alongside the Integrated Care System to make sure the homeless population is represented in any strategies, plans and operational delivery. ➤ Improve the offer for homeless people with mental health and dual diagnosis issues. We will explore opportunities to employ specialist support through specialist dual diagnosis practitioners to provide clinical expertise. ➤ Make sure that when people are discharged from institutional settings, they have accommodation and services in place to help them avoid homelessness, including good health support. ➤ Focus on reducing homeless-related deaths, including drug-related deaths, those dying of suicide, deaths due to poor health or because of being a victim of crime. ➤ Continue to work closely with Adult Social Care, co-locating at the 'Front Door' to identify health and social care needs.

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BARNSELEY METROPOLITAN BOROUGH COUNCIL

REPORT OF: EXECUTIVE DIRECTOR - CORE SERVICES

TITLE: Quarter 1 Corporate Performance Report

REPORT TO:	Cabinet
Date of Meeting	20 September 2023
Cabinet Member Portfolio	Core Services
Key Decision	No
Public or Private	Public

Purpose of report

The purpose of this report is to introduce the Council Plan Performance Report, drawing upon information available for April – June 2023 (Quarter 1) period and to provide an overview of achievement in delivering the priorities and outcomes of the Council Plan 2021 - 24.

Council Plan priority

All

Recommendations

That Cabinet:-

- 1. Review, challenge and scrutinise the contents of the Corporate Performance Report in relation to the delivery of the Corporate Plan priorities and outcomes.**
- 2. The Performance Report is shared with the Overview and Scrutiny Committee to inform and support their ongoing work programme.**

1. INTRODUCTION

Our [Council Plan for 2021 to 2024](#) sets out what we aim to achieve over three years. Our plan gives us a clear direction to recover from the COVID-19 pandemic and build our borough back better and fairer. It focuses on how we collectively deliver our services across the council to best support residents, communities, partners and business. It explains what we want to do, how we plan to do it, and how we'll measure whether we're on track to achieve it.

The Council Plan has been developed alongside the work that has taken place for

the [Barnsley 2030](#) project through a series of activities with residents, businesses, employees and other key stakeholders across the borough to build a picture of what Barnsley is like now and what we want it to be like by 2030.

We have five priorities which are supported by 12 Outcomes: 63 Critical Success factors (Key Performance Indicators) have been aligned to the Outcomes to allow us to assess our performance against each Outcome.

Our priorities

- **Healthy Barnsley** – People can access all the care and support they need, at the right time and in the right place.
- **Learning Barnsley** – The opportunities available for young and adult learners mean that everyone can fulfil their learning potential, helping them build the skills they need to get into work and progress their careers.
- **Growing Barnsley** – Barnsley is an inclusive place where everyone can find suitable employment, live in a high-quality home that's right for them, and access the fast and affordable digital resources they need.
- **Sustainable Barnsley** – Protecting our borough for future generations.
- **Enabling Barnsley** – Our priority to ensure that our council is modern, inclusive, efficient, productive and high-performing.

Our priorities and outcomes

Barnsley - the place of possibilities			
Healthy Barnsley	Learning Barnsley	Growing Barnsley	Sustainable Barnsley
People are safe and feel safe.	People have the opportunities for lifelong learning and developing new skills including access to apprenticeships.	Business start ups and existing local businesses are supported to grow and attract new investment, providing opportunities for all.	People live in great places, are recycling more and wasting less, feel connected and valued in their community.
People live independently with good physical and mental health for as long as possible.	Children and young people achieve the best outcomes through improved educational achievement and attainment.	People have a welcoming, safe and enjoyable town centre and principal towns as destinations for work, shopping, leisure and culture.	Our heritage and green spaces are promoted for all people to enjoy.
We have reduced inequalities in health and income across the borough.	People have access to early help and support.	People are supported to have safe, warm, sustainable homes.	Fossil fuels are being replaced by affordable and sustainable energy and people are able to enjoy more cycling and walking.
Enabling Barnsley	We are a modern, inclusive, efficient, productive and high-performing council		

Q1 Performance

36 Critical Success factors were reported in Quarter 1. 17 Were Rag rated green, 14 were Amber and 5 were red. There are no significant fluctuations to report within priorities at the end of Q1 and RED Rag indicators were distributed across 3 of the 4 priorities.

Viewing the Report

Progress against our priorities and outcomes at the critical success factor level can be viewed via the new council performance dashboard and can be accessed via the link below. It is important to review the quarterly dashboard as it provides a detailed review of each of our Critical Success Factors including a red, amber and green (RAG) rating. This RAG rating is applied to each of our Critical Success Factors (CSF), which tracks our progress to achieving our vision of Barnsley, the place of possibilities.

[Dashboard Link](#)

2. PROPOSAL

That Cabinet:-

- 1. Review, challenge and scrutinise the contents of the Corporate Performance Report in relation to the delivery of the Corporate Plan priorities and outcomes.**
- 2. The Performance Report is shared with the Overview and Scrutiny Committee to inform and support their ongoing work programme.**

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

The report includes finance related performance information.

3.2 Legal

None

3.3 Equality

Not applicable – our Corporate Plan is aligned with our public sector Equality Duty and therefore Equality is inherent within the framework.

3.4 Sustainability

Decision-making wheel not completed as this is the regular performance report and it is therefore not applicable. This report updated on performance against out sustainability ambitions.

3.5 Employee

None

3.6 Communications

A press release will be released when these papers become public.

4. CONSULTATION

Consultations have taken place with a number of officers from all Directorates within the council who have contributed to the report and its content.

Consultation has also taken place with all members of the Senior Management Team who have collectively reviewed the report.

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 Not Applicable

6. REASONS FOR RECOMMENDATIONS

6.1 This is a regular report where cabinet are invited to scrutinise and comment on performance.

7. GLOSSARY

CPR – Corporate Performance Report

Rag – Red, Amber, Green Rating of indicators

8. LIST OF APPENDICES

None

9. BACKGROUND PAPERS

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

10. REPORT SIGN OFF

Financial consultation & sign off	This report contains financial performance information and has been produced in conjunction with HOS and Service Director of Finance.
Legal consultation & sign off	No Legal Implications – Regular Report.

Report Author: Jill Bills
Post: Performance, Manager
Date:18/08/23

BARNSLEY METROPOLITAN BOROUGH COUNCIL

REPORT OF: The Director of Finance (Section 151 Officer)

TITLE: CORPORATE FINANCE PERFORMANCE Q1 2023/24

REPORT TO:	Cabinet
Date of Meeting	20 September 2023
Cabinet Member Portfolio	Core Services
Key Decision	No
Public or Private	Public

Purpose of report

To consider the financial performance of the Authority during the first quarter ended 30th June 2023 and assess the financial implication against the Council's Medium-term Financial Strategy (MTFS).

Council Plan Priority

All

Recommendations

That Cabinet:

CORPORATE FINANCE PERFORMANCE

- 1. Note the £17.5M projected cost pressure on the Council's 23/24 General Fund budget and the plans to bring this into balance by year end as identified within the body of the report.**
- 2. Approve a formal moratorium on all expenditure, to include added scrutiny of procurement spend and recruitment, to help mitigate these pressures.**
- 3. Receive further updates from Executive Directors on the delivery of their service reviews / efficiencies and future spending plans, ensuring that these are managed within agreed resource envelopes.**
- 4. Agree to use the £7.4M provision set aside within the 23/24 budget to partly offset the forecast pressures, with the remainder (should this position not improve), being funded from a reprioritisation of existing earmarked reserves.**

5. Note the current forecast pressure of £0.8M on the Housing Revenue Account.
6. Approve the accounting write-off of historic bad debts totalling £0.969M as detailed in the report [NB: all debts remain liable for collection].

CAPITAL PROGRAMME PERFORMANCE

7. Note the forecast position on the Capital Programme (paragraphs 2.11 to 2.17 refer).
8. Note scheme slippage totalling £3.6M.
9. Note total variation in scheme costs totalling £1.2M, including a cost variation on the Billingley View new build HRA scheme and agree to vire resources from underspends elsewhere within the programme to fund these cost variations.
10. Approve new schemes to be released into the programme totalling £43.6M in line with the agreed 2023/24 Capital Programme.

TREASURY MANAGEMENT

11. Note the key messages from the Council's Q1 Treasury Management activities (paragraphs 2.18 – 2.28 refers).

1. INTRODUCTION

- 1.1 The Council's 23/24 budget was agreed by Full Council on 23rd February 2023. This was predicated on the delivery of several key assumptions (highlighted below), whilst also highlighting significant emerging risks that would also require addressing over the planning period. As such, the updated MTFs set aside one-off resources to temporarily mitigate these anticipated pressures pending the development of a transformation and efficiency plan to address the anticipated budget gaps on a sustainable basis over the medium term.

2. PROPOSAL

Overall General Fund Position to the Quarter Ending June 2023

- 2.1 The table below summarises the Council's forecast financial performance for 2023/24.

Directorate	Approved Net Budget 2023/24	Projected Net Outturn 2023/24	Variance
	£000	£000	£000
Children's	53,327	64,261	10,934
Growth & Sustainability	58,063	59,892	1,829
Place Health & Adult Social Care	54,993	54,993	-
Public Health & Communities	10,543	10,046	(497)
Core Services	24,373	26,073	1,700
Service Totals	201,299	215,265	13,966
Corporate / General Items	33,545	37,045	3,500
TOTAL General Fund	234,844	252,310	17,466*

HRA	0	757	757
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*to be funded via

- 2.2 The current forecast is for a year-end cost pressure in the region of £17.5M. This is significantly more than anticipated at budget setting time and predominantly relates to further additional pressures being experienced in Children's Social Care.
- 2.3 Detailed explanations on each Directorate's position are highlighted below at paragraph 2.12. However, in summary the main pressures are as follow:

Pressure	£M	
Children In Care (LAC/Other)	8.3	
Children's Development Plan	2.6	
Sub Total – Children's Directorate		10.9
Commercial Income	0.8	
Home to School	0.6	
Additional Waste Costs	0.4	
Sub Total - Growth & Sustainability		1.8
Additional legal (Childrens SC related) costs	1.3	
Children's Development Plan (Legal /BI)	0.5	
Sub Total - Core Directorate		1.8
Employee Pay	3.5	
Sub Total - Cross Council Pressures		3.5
Total Cost Pressures		18.0
Underspend within public health / other		(0.5)
Net Cost Pressure		17.5

- 2.4 To help mitigate the above cost pressures it is recommended that a formal moratorium on expenditure be implemented, including tighter controls on procurement and recruitment expenditure.
- 2.5 However, it is unlikely that the above will address the £17.5M cost pressures in full, so in line with the agreed financial strategy, these pressures will need to be addressed in year from the £7.4M reserve set aside as part of the 23/24 budget setting process, with the remainder (currently £10.1M) being funded from a re-prioritisation of existing earmarked reserves.

- 2.6 It is likely that some of these pressures will continue over the medium term, so it remains imperative that the development and delivery of a transformation and efficiency plan to address the anticipated budget gaps over the medium term, is progressed.
- 2.7 Therefore, it is recommended that Executive Directors provide regular updates on actions to mitigate the above costs moving forwards including an update on delivery of their service reviews (transformation) and future spending plans, ensuring that these are managed within agreed resource envelopes.

Corporate Resources

- 2.8 The above position (as reported in the table at paragraph 2.1) excludes any impact in relation to the collection of core taxation income (Council Tax and Business Rates). The Council Tax collection rate is currently forecast to be 96.28%, which is 0.22% below the stretch target of 96.5% [due to the impact of the cost-of-living crisis on household incomes and the ability to pay Council Tax and other bills]. Collection below 95% would result in a financial pressure over and above that reported in this report and therefore this position will be closely monitored throughout the remainder of the year.
- 2.9 Business Rates collection is also slightly below target at 97.82% compared to the stretch target of 98% [due to the ongoing impact of inflation and supply chain issues on business cashflow and ability to meet business costs including business rates]. Similar to Council Tax, this position will be closely monitoring throughout the remainder of the year.
- 2.10 Overall, the current arrears (debt) position as at the end of June stood at £21.585M, a net increase of £2.0M since the start of the year. The Council's overall bad debt provision has also been revised to reflect current arrears. Approval is now sought to write off historic debts [in accounting terms] of £0.969M which have become uneconomical to pursue any further at this time [NB: all debts remain liable for collection].

2023/24 Efficiency Proposal Update

- 2.11 The following table provides an update against the agreed 23/24 efficiency proposals.

Directorate	Target £	Already Delivered £	To be Delivered £	Progress
CHILDRENS SERVICES				
Education, Early Start and Prevention	283,000	283,000	-	Fully delivered
Children's Social Care and Safeguarding	479,600	249,600	230,000	Savings attached to the new residential care home and student placements is yet to be delivered
Total Children's	762,600	532,600	230,000	
GROWTH & SUSTAINABILITY				
Regeneration & Culture	1,540,000	1,040,000	500,000	The efficiency savings attached to Gateway Plaza is unlikely to deliver in full during this year
Highways & Engineering	200,000	200,000	-	

Total Growth & Sustainability	1,740,000	1,240,000	500,000	
PLACE HEALTH & ADULTS				
Adult Social Care	3,010,000	3,010,000	-	Fully delivered
Total Place Health & Adults	3,010,000	3,010,000		

PUBLIC HEALTH & COMMUNITIES				
Public Health	700,000	700,000	-	Fully delivered
Communities	360,000	360,000	-	Fully delivered
Public Health & Communities	1,060,000	1,060,000	-	
CORE				
Finance	190,000	190,000	-	Fully delivered
Business Improvement, HR & Comms	275,000	275,000	-	Fully delivered
Customer Information & Digital Services	299,000	299,000	-	Fully delivered
Total Core	764,000	764,000	-	
TOTAL	7,336,600	6,060,600	730,000	

DIRECTORATE UPDATES

2.12 The following detailed updates have been provided by Executive Directors.

Executive Director's Summary for Children's Services

Highlights

The latest approved budget for 23/24 for the Children's Directorate is **£53.327M**. The Directorate is forecasting an outturn of **£64.261M** as at the end of Quarter 1, resulting in a forecast cost pressure of **£10.934M**. Key pressures include:

- Children in Care (LAC/Other) £8.3M
- Children's Development Plan £2.6M

Quarter 1 position to the end of the quarter ending June 2023

Children's Directorate	Approved Net Budget	Projected Net Outturn	Variance		Devt Plan Costs	Other BAU Costs
	£'000	£'000	£'000		£'000	£'000
Education, Early Start & Prevention	11,654	11,501	-153		-131	-22
Children Social Care	37,097	48,184	11,087		2,772	8,315
Sub-Total	48,750	59,685	10,934		2,641	8,293
Schools	4,576	4,576	0		0	0
Total – Children's	53,327	64,261	10,934		2,641	8,293

Explanation of Key Variances

Education, Early Start & Prevention (Underspend of £0.153M)

An overall underspend of **-£0.153M** is forecast for the Business Unit and mainly relates to staff vacancies in several service areas.

The Q1 forecast position includes a Development Plan underspend (£0.131M) mainly relating to the delay in recruiting to posts across Early Start and Family Services and Commissioning (included in the development cost below).

The following explains the key operational variances in Q1:

Inclusion Services (overspend of £0.174M):

- The overspend mainly relates to increased Mediation contract costs (£0.030M) and the use of agency staff (£0.146M) to deal with EHCP demand pressures within the SEND Assessment & Review team.
- The overall cost pressure has been offset by vacant posts across Inclusion Services; particularly within the Education Psychology Service (-£0.045M) where there has been difficulty in recruiting qualified psychologists.

Education and Partnerships (underspend of £0.141M):

- The underspend relates to an expected reduction in expenditure on externally procured professional support for schools and staff vacancies within School Improvement (-£0.054M) and Education Welfare (-£0.091M). This is slightly offset by a shortfall in trading income with schools in the Schools Governor Development & Clerking Service.

Early Start and Family Services (underspend of £0.077M)

- The underspend is mainly due to staff turnover and slippage in recruitment to vacant posts in the Family Centres and Targeted Youth Support teams. This is partially offset by a reduction in the family centres childcare income.
- The forecast position above assumes that the carried forward Family Hub Grant from 22/23 (£0.654m) would be fully expended by end of October 2023 – to avoid any risk of claw back.

Other Variances (overspend of £0.008M):

- A net overspend has been reported within Strategic Management relating to historical pension payments offset by an underspend on commissioning.

BU3: Children Social Care (overspend of £11.087M)

An overspend position of **£11.087M** is currently forecast for the year – a significantly worse position than predicted at the start of the financial year. The latest forecast overspend is due to significant cost pressures in LAC placements, Children Disability Service and increased agency spend relating to the Children's Services Development Plan.

The forecast outturn includes costs (£2.391M) of implementing the following range of actions included in the Development Plan aimed at improving and strengthening Children's Services:

- addressing caseloads / capacity pressures by the use of agency staff across teams to cover vacancies / absences.
- creating a variety of additional permanent staffing roles across the business unit to further develop the service, quality, compliance, and outcomes for children.
- Improving our local offer and support to Care Leavers.

The following explains the key cost pressures across children social care for Q1.

Children in Care (overspend of £8.314M):

The forecast overspend mainly relates to LAC placement costs and reflects an increased number of placements in residential care homes as well as the continued competitive pressures in the children's care home provider market. The Council continues to face challenges (increasing numbers and costs) in placing young children, especially those with complex / multiple needs:

- LAC population: - Barnsley's LAC number at the end of Q1 is 412, a net increase of 10 since the end of March 2023. The increase in LAC is mainly due to foster care and residential care placements, offset by reduction in kinship type placements (e.g. adoptions). It should be noted that residential care placement moves (due to breakdowns) and changes due to complexity of needs are significant factors for the increased forecast costs reported.
- External residential care (+£7.484M): - a rise in the number of placements (and costs) in external residential children's homes continues to exert pressure on resources – with an overspend of £7.5M forecast for the year.

There are currently 77 young people placed in external care homes (including 34 in semi-independent accommodation) at the end of Q1, compared to the planned number of 65 for the financial year.

The forecast cost pressure includes the cost of 2x secure welfare / remand placements (unit cost of £13k/week); an increasing number of high-cost placements above the average weekly cost of £5k; and a significant increase in the numbers of children placed in semi-independent accommodation with higher-than-average weekly fees.

The high unit cost of some placements reflects competitive pressures in the care market, particularly for young people with complex needs. It is also evident that the change to regulated provision of a number of semi-independent homes has contributed to the increase in the weekly cost charged by providers.

- Foster care: (+£0.225M)- projected cost pressure mainly due to an increase in the number of children in foster care – 305 at the end of Q1 compared to the planned average for the year of 275 (the increase mainly relates to independent foster agency placements and connected carers). The above increase and cost pressure was slightly offset by a forecast reduction in placements with in-house foster carers.
- Other placement costs: (-£0.291M) - A budget underspend of £0.3M is forecast on Special Guardianship Orders, Adoption Support and Advance S38(6) support payments prior to issuing formal court care orders.
- Other Children in Care budgets (+£0.896M): Staffing cost pressures are currently forecast across the Children in Care social worker teams (including fostering) and the Council owned homes (Spring Lane and Newsome Avenue). Most of these pressures relate to the use of agency staff (to address increased caseloads; cover staff vacancies / absences) and also the outcome of job evaluation of staff at both Council owned homes.

Childrens Development Plan Phase 2 - £2.642M

As previously reported, there are further cost pressures associated with the Children's Development Plan. Costs associated with Phase 2 of the plan are highlighted below:

- Future Directions (overspend of £0.495M) - The overspend is mainly due to increased staffing costs (personal advisers) and the use of agency staff to cover vacant posts approved as part of the Phase 2 development plan. The forecast position also includes additional spend (£0.150M) associated with the improved local offer to care leavers.
- Assessment & Care (overspend of £1.481M) A net overall pressure of £1.5M is forecast mainly on staffing costs (across the Integrated Front Door and Children Young People Teams) due to the use of agency / project teams to address increased caseloads, vacancies, long term staff absences and new posts approved in the Phase 2 Children's Development Plan.
- Safeguarding & Quality Assurance (overspend of £0.121M) The forecast overspend is mainly attributable to additional staffing costs as well as increased use of agency staff to cover absences, vacancies and to provide extra capacity where needed.
- Children's Disability & Short Breaks (overspend of £0.658M) The forecast overspend includes an increase in direct payment costs (£0.147M); additional staffing costs agreed as part of the Phase 2 Development Plan (£0.356M); and a reduction in continuing care funding to meet identified health needs (£0.114M). Work is ongoing to address the low level of health contribution – part of the commissioning actions been implemented in the LAC Sufficiency Plan.
- Other (underspend of £0.113M) There are minor underspends elsewhere mainly as a result of delays in recruitment in Early Help.

Schools Dedicated Schools Grant (DSG)

The latest DSG budget for 23/24 totals £101.6M, comprising of £64.3M delegated to schools and £37.3M retained centrally by the Council. The following outlines the forecast position for the schools' budgets:

Schools Delegated budgets (underspend of £1.4M)

The schools delegated budget consists of funding allocated directly to schools and includes formula funding, high needs, and early years funding. The latest reported schools position shows a projected surplus of £1.4M for the year. This balance is held by schools so isn't included in the Council's outturn reported above as under the DSG grant conditions surplus balances at year end will be carried forward and earmarked for spend by schools. It is expected that a reduction in school surplus balances will be seen as schools continue to raise sustainability concerns relating to cost of living pressures, rising inflation and energy costs.

Schools Centrally Retained budgets (overspend of £2.6M)

This consists of schools' budgets retained by the Council and managed on behalf of schools. An overall DSG overspend of £2.6M is currently forecast, which relates to the SEND/High Needs funding block. The latest forecast is in line with the planned deficit for the year, although there are a number of identified risks that have emerged and could put pressure on the deficit position including:

- Increased inflation and fee rates are beginning to impact on forecast cost projections.
- Increasing number of requests for additional funding from schools and settings.
- Increasing number of placements directed following tribunal appeals.

The latest overall financial risk to the system is forecast at £15.2M comprised of the cumulative £12.6M deficit carried forward from 22/23 plus the above forecast deficit estimate for the year of £2.6M. Further payments from the Safety Valve Programme are expected in future to fund this cost.

Approved Savings Position

The Directorate has total approved savings of £0.762M to deliver in 23/24 including:

- £0.170M - budget adjustment following the decommissioning of the MST contract.
- £0.068M - Maximising the use of the supporting families grant.
- £0.045M - Targeted Youth – deletion of vacant post.
- £0.200M - LAC placements (developing a new children's care home).
- £0.249M - LAC placements (increase in in-house foster carers).
- £0.030M - Safeguarding (increase in student placement income).

A £0.230M shortfall is currently forecast against the delivery of the approved savings target, due to the following: slippage on developing a new children's home (£0.200M) and reduced student placement income (£0.030M).

Current Actions and Risks

Children's Social Care

A key risk facing children's social care is the continued increase in service demand and caseloads and the increasing use of agency staff. It is envisaged that the Development Plan (and associated investment) will positively address this issue over the medium term.

Increasing LAC numbers and costs continue to exert pressure on resources. Implementing the commissioning actions set out in the refreshed LAC Placement / Sufficiency Plan continues to be the focus of the service. These will ensure that the right children are placed in care and in the right placements to meet their needs (in family type placements where possible).

The following are the key actions and outcomes within the LAC sufficiency plans over the medium term (2023 – 2026):

- Reduction in LAC numbers over the medium term through the planning for permanency initiative, stabilising services and development of Edge of Care and / Family Group Conferencing services (which is envisaged would prevent escalation to children social care)
- Increase in the number of in-house foster carers;
- Reduction in numbers of children placed with IFA carers;
- Accelerate the procurement or development of new Council owned children's homes;
- Bring back into use Spring Lane children's home;
- Reduction in the number of residential care placements – through frequent reviews, step downs and planned moves;

- Improve the level of continuing care funding for high cost looked after children placements (and those with disabilities);
- Improved commissioning / contract management / procurement approaches of high-cost placements e.g., block booking of beds.

Education, Early Start, & Prevention

Rising EHCP numbers and demand for SEND support may continue to pose financial / sustainability risks in the current year and beyond. The development of the DSG management plan and the commencement of the Safety Valve Programme will help address the sustainability issue over the medium term.

SECTION 2 – Executive Director’s Summary for Growth and Sustainability

Highlights

The latest approved budget for 2023/24 for the Growth and Sustainability Directorate is **£58.063M**. The Directorate is forecasting an outturn of **£58.892M** as at the end of Quarter 1, resulting in cost pressures of **£1.829M**. Key Cost Pressures include:

- Commercial Income (rents) £0.8M
- Home to School Transport £0.6M
- Waste Disposal £0.4M

The Council’s Housing Revenue Account is also reporting cost pressures of £0.8M

Quarter 1 position to the end of the quarter ending June 2023

Directorate	Approved Net Budget 2023/24	Projected Net Outturn 2023/24	Variance
	£'000	£'000	£'000
Regeneration & Culture	19,022	19,901	879
Environment & Highways	39,041	39,991	950
Total Growth & Sustainability	58,063	59,892	1,829
Housing Revenue Account	79,054	79,811	757

Key Variances

Regeneration & Culture – Overspend of £0.879M:

An operational overspend of £0.879M is forecast at Quarter 1. The key variances to note are as follows:

- Property services is forecasting an overspend of £0.979M predominately relating to an underachievement of commercial rents (£0.829M) mainly relating to Gateway

Plaza, Business Centres and Investment Properties. There has also been an increase in the costs associated with the set up and dismantling of the outdoor Market Gazebos (£0.150M).

- Economic Development – underspend of (£0.100M) due to early savings realised from the Service Review exercise.

Environment & Highways – Overspend of £0.950M:

An operational overspend of £0.950M is forecast for the year. The key variances are:

- Home to School – Home to School transport is forecasting an overspend of £0.550M. There are several issues contributing to this overspend. Forecast pupil numbers have increased from 726 in 22/23 to a forecast 844 in 23/24. Furthermore, inflationary pressures on external contractor costs are increasing and there is less taxi provision in the external market due to driver shortages. The Service is also experiencing difficulties in recruiting drivers for its internal provision.
- Waste Disposal – Legislation changes regarding Persistent Organic Pollutants (POPs), meaning they need to be disposed of differently, together with the continued decline in the mixed recyclates market has increased the cost of disposals by £0.400M. The service is currently exploring options to mitigate this whilst also awaiting further information from Central Government.

Housing Revenue Account Service - Outturn £0.757M

The HRA is reporting an increased call on reserves to fund a projected overspend of £0.757M.

- It is anticipated that the HRA will incur an increase in disrepair claims from tenants totaling c£0.5M based on the estimated value of claims in the system to date. Fuel cost payments to Berneslai Homes (via the management fee) are also expected to increase by £0.2M mainly as a result of the Biomass fuel contract price increase.
- Dwellings rents and other income are projected to achieve the budgeted level of income.
- A balanced position is forecast on the Repairs and Maintenance budget. The responsive repairs budget has been realigned to reflect the volume of work experienced in the last financial year and uplifted to reflect an anticipated CPI contract inflation uplift. Berneslai Homes is undertaking detailed monitoring under their delegated powers to deliver responsive repairs on budget and ensure all resources are utilised in an efficient way to deliver value for money and ensuring our tenants are safe and that stock is maintained to the agreed decency standards.

Approved Savings Position

The Directorate has total approved savings of £1.740M to deliver in 23/24 and including:

- £0.350M – Fees & Charges increases
- £0.300M – Strategic Transport Fees
- £0.170M – Glassworks Cultural units – no longer in use
- £0.050M – Right to buys
- £0.100M – Multi-function device contract renewal

- £0.200M - Barnsley NORSE Contract
- £0.500M – Gateway Plaza (currently undelivered)

The £0.500M approved saving in relation to Gateway Plaza, as indicated above will not be fully achieved in this financial year, work is ongoing by the service to resolve the issue. Additionally, there is a £0.070M approved saving in relation to a review of industrial properties, work is currently ongoing on this work stream to determine achievability. All other efficiencies remain on track to deliver in full.

Current Actions and Future Risks for the Directorate

The current outturn position for the Directorate shows a Business-as-Usual overspend of £1.8M. The Directorate continues to work hard to bring forward necessary mitigations for all pressures and deliver a balanced budget. Action plans have been collated and will be implemented over the coming months. The key current actions and risks to note are as follows:

- The current socio-economic climate and the cost-of-living crisis are putting pressure on services throughout the Directorate. Energy and fuel costs have seen unprecedented price rises but are currently forecast to be contained within approved resources. However, this could change dependent on consumption and how the flexible utility tariffs work in practice. An energy group has been established to closely monitor the situation as well as working with Utilidex on improving reporting and sensitivity analysis.

Regeneration & Culture

- Work continues to deliver the recently approved Asset Management Strategy, which is expected to deliver significant efficiencies (£5.8M FYE over 5 years). This programme includes ensuring buildings are fully utilised, reviewing the operating cost of buildings and implementing interventions to reduce costs, and undertaking a programme of rationalisation and disposal of surplus assets.

Environment & Highways

- A Home to School transport action plan is in place to review routes, bring more in-house, increase travel training etc. A dashboard is being prepared to provide details over the delivery of mitigations put in place. In addition, an external consultant is to be temporarily tasked to undertake a full end-to-end review of the processes and give an independent view on current financial pressures.
- The Waste Collection service is currently exploring options to mitigate the increased costs relating to the disposal of upholstered furniture (Persistent Organic Pollutants) following the introduction of Government legislation.
- The winter maintenance budget has overspent for the last five years and there remains a risk that this will happen again. The service is currently in the process of collating more detailed data to assist in a review of spend and to assist with forecasting.

HRA

- There are wider strategic risks to note in relation to the finances and business plan for the HRA such as damp / mold, hardship fund, emerging Government legislation,

BHS, disrepair claims, new IT system, responsive repairs, inflationary pressures, stock condition surveys and developing strategies including but not limited to – Asset Management, New Build / Housing Growth, Stock decarbonisation. BH are currently working in conjunction with the Council on these to assist in mitigating cost pressures.

SECTION 3 - Executive Director's Summary for Place Health and Adult Social Care

Highlights

The latest approved budget for 2023/24 for the Place Health and Adult Social Care Directorate is **£54.993M**. The Directorate is forecasting an outturn of **£54.993M** as at Quarter 1, resulting in an overall forecast balanced position for the year.

Quarter 1 position to the end of the quarter ending June 2023

Directorate	Approved Net Budget 2022/23 £'000	Projected Net Outturn 2022/23 £'000	Variance £'000
Older People	34,540	34,473	(67)
Working Age Adults	29,603	29,670	67
ED / SD Management	(9,150)	(9,150)	-
Total for Directorate	54,993	54,993	-

Adult Social Care – Balanced Position

The Place Health and Adult Social Care Directorate is reporting an overall balanced position as at Quarter 1. However, this position includes an increase in the cost of homecare provision offset by staffing vacancies / turnover elsewhere across the Directorate.

The key operational variances for the Directorate are as follows:

Older People (underspend of -£0.067M)

- ***Locality Teams*** – an overspend position totaling £0.127M is currently forecast for the Assessment and Care Locality Teams. This overspend relates to increased uplift in homecare fee rates (£0.275M), partly offset by staffing vacancies / turnover (-£0.085M) and reduced non-staffing spend (-£0.063M) across the service.
- ***Reablement*** – a forecast underspend of (-£0.164M) is reported, which relates to staff turnover and vacancy savings on support worker posts – a reflection of the continued difficulty of recruiting and retaining care workers / staff.
- ***Assisted Living Technology*** – a forecast underspend (-£0.030M) is reported for the year, which relates to staffing underspends.

Working Age Adults (overspend of £0.067M):

- Specialist / Mental Health teams – an overall overspend of £0.128M is reported across the Specialist and Mental Health teams. This relates to the increased uplift in homecare fee rates paid to providers (£0.225M) partly offset by vacancies / staff turnover across the service totaling (-£0.097M).
- In-house Day Services / Shared Lives Team – a forecast underspend of £0.061M is reported across these services due to staff turnover / vacancy savings.

Approved Savings Position

The Directorate has total approved savings of £3.010M to deliver in 23/24 including:

- £1.350M - Review of the ASC operating model (Reablement and Front Door)
- £0.320M - Targeted reviews of high-cost care packages
- £0.200M - ACSES Contract - TUPE costs reduction
- £0.840M - Maximising the use of grant funding (e.g., Winter Pressures / DFG)
- £0.300M - Direct Payments - surplus balances claw back

All the above savings are currently forecast to be delivered in full.

Current Actions and Future Risks

Whilst the current outturn forecast shows a balanced position, work is ongoing to manage emerging risks and changes in the care market and operating landscape. The following outline some of the issues / risks facing the Directorate over the medium term:

- Adult social care continues to respond to the pressures / challenges facing the NHS in relation to **hospital discharges**. Government grant funding has been used to enhance capacity in the care market and within adult social care services to facilitate discharges from hospital and ensure support at home or in the community.
- **Staff workforce** challenges (in terms of recruitment / retention) continue to be evident in the year so far. The Government has recently launched a Call for Evidence to develop the first ever national care workforce pathway for adult social care. This 'pathway' would set out the skills, knowledge and behaviours that people working in adult social care need to deliver high-quality, personalised, compassionate care and support.
- Barnsley Place faces significant **financial pressures across the health and care system**, in relation to increased demand on NHS services and delivery of efficiencies. It is unclear what impact the actions / measures been implemented by the Barnsley ICB would have on the Council's financial position. However, it does present opportunities for ensuring value in the way services are delivered and resources deployed.
- The Council is embarking on a significant **Service Review** programme, with adult social care expected to transform its services and deliver efficiency savings by 2026. This would bring the total savings to be delivered by 2025 to £4.4M (made up of £3M in 23/24; £1.2M in 24/25; and £0.2M in 25/26). The Better Lives Programme continues to form the focal point for improving adult social care provision and for delivering savings.

SECTION 4 - Director's Summary for Public Health & Communities

Highlights

The latest approved net budget for the Public Health & Communities Directorate is **£10.543M**. The Directorate is projecting a **Page 82** underspend for the year of **£0.497M**

Quarter 1 position as at the end of June 2023

Directorate	Approved Net Budget 2023/24 £'000	Projected Net Outturn 2023/24 £'000	Variance £'000
Communities	6,845	6,448	(397)
Public Health	3,698	3,598	(100)
Total for Directorate	10,543	10,046	(497)

The Public Health and Communities Directorate is currently reporting a lower than anticipated position of £0.5M at the end of Quarter 1. Key variances include:

Communities – Underspend of £0.397M

An underspend of £0.397M for the Communities Business Unit is currently forecast and is mainly due to staffing vacancies and turnover.

Public Health – Underspend of £0.100M

An underspend is also currently forecast within Public Health (£0.100M). This relates to an underspend on Integrated Sexual Health contracts (£0.040M) and staff vacancies within Regulatory Services and Health Improvement (£0.060M).

Approved Savings Position

The Communities Business Unit is currently going through a Service Review, efficiency savings of £360K have been achieved in 23/24 and further efficiency savings of £170K are to be delivered in 24/25.

The Public Health Business Unit implemented their initial service review activity during 22/23 achieving £0.700M of savings.

Current Actions and Future Risks

- Government requirement to provide long-term accommodation for rough sleepers; locally there are several pressing issues, a lack of affordable housing, under supply of social housing & the changing landscape in the private rented sector.
- New Burdens Domestic Abuse Bill and Protect Duty - the Government has placed new duties on local authorities to ensure families can access the right support in safe accommodation when they need it.

- There are currently issues with recruitment and retention across the Directorate and this is expected to be an ongoing problem for the rest of the financial year. A plan is currently in place to train existing staff to be able to complete roles.

SECTION 5 - Executive Director's Statement for Core

Highlights

The latest approved budget for 2023/24 for the Core Directorate is **£24.373M**. The Directorate is forecasting an outturn of **£26.073M** as at the end of Quarter 1, resulting in an overspend of **£1.700M**. Key variances include:

- Cost (Legal/BI) associated with the Childrens Development Plan £0.5M
- Other Legal Costs (CSC) £1.0M
- Income shortfall £0.2M

Quarter 1 Position to the end of the quarter ending June 2023

Core Directorate	Approved Net Budget 2023/24 £'000	Projected Net Outturn 2022/23 £'000	Variance £'000
CID	7,530	7,428	-102
Finance	5,036	5,036	-
Business Imp, HR & Comms	4,907	5,218	311
Law & Governance	6,900	8,391	1,491
Total – Core	24,373	26,073	1,700

Key Variances

Cost pressures totaling £1.700M are currently forecast within the Core Services Directorate. Key variances include:

Customer Information & Digital Services - underspend of £0.102M

The underspend is primarily due to staff vacancies (-£0.426M), offset by an increase in the cost of the Council's WiFi and SAP support contracts with Absoft (£0.272M) and other minor variances of £0.052M.

Financial Services – Balanced Position

Whilst an overall balanced position is currently projected within Financial Services, an overspend on Catering Services (£0.270M) is anticipated due to the rising cost of food

together with the loss of income from the South Yorkshire Police audit contract (£0.127M). These pressures have been fully mitigated via the early implementation of transformation service reviews savings within Internal Audit and Procurement (£-0.105M) and an underspend on staffing costs across the BU (-£0.292M) due to delays in recruitment.

Business Improvement, HR and Communication – Overspend of £0.311M

An overspend of £0.311M is currently forecast predominately relating to the cost of additional staffing and IT costs within the Business Improvement service to support the Children’s Development Plan.

Law and Governance – overspend of £1.491M

Law and Governance is forecasting an overspend of £1.491M. This predominately relates to the use of barristers and other external legal support to address the rising number of complex children in care caseloads (£0.988M) combined with the use of locum (agency) solicitors to temporarily fill vacant positions pending recruitment (0.275M). The business unit is also providing additional legal and business support to help deliver the Children’s Development Plan (£0.228M).

Approved Savings Position

The Directorate had total approved savings of £0.764M to deliver in 23/24. All savings have either been delivered in full or are on target to be delivered by the end of 23/24.

Current Actions and Future Risks

MTFS / Transformation – The current MTFS position requires transformation and efficiencies to be delivered from all services across the Authority. The following Core Services will be reviewed in the first tranche with an implementation date of 1st April 2024.

- Customer Information & Digital – Service Design & Compliance
- Law & Governance - Business Support
- Law & Governance - Legal Services
- Law & Governance – Governance
- Internal Audit, Anti Fraud & Assurance
- Strategic Procurement & Contract Management

Technology - The delivery of the Cloud Enrolment for Dynamics will be key in supporting the workforce to operate with the right infrastructure, which should enable a rationalisation of other contracts, licences and systems across the Authority.

Customer Information and Digital Services - Uncertainty remains regarding the increased cost of software licenses along with changes in contracting arrangements from external suppliers. Work is ongoing to monitor these arrangements with a view to mitigating these pressures and driving out value for money wherever possible.

Benefits & Taxation - Further delays associated with the implementation of Universal Credit are impacting the Benefits and Taxation structure. Household Support Grant has been extended to March 2024 and may be extended further, again causing resourcing issues within the department.

Legal Services - Potential impact on Legal services and the need to appoint locums to meet increasing demands as a result of commercial contract variations and other policy changes. The cost of Children's Social Care continues to place a burden on the accounts. Work is being undertaken to monitor these arrangements with a view to mitigating these pressures and drive out value for money wherever possible.

Staffing - Staff workforce challenges (in terms of recruitment / retention) are expected to continue in 23/24. There are recruitment issues across the Business Unit which reduces the effectiveness of services and the ability to create income generation.

Section 6 Corporate / Council Wide Budgets

Highlights

There is currently a projected overspend within Corporate Budgets of **£3.500M**.

Pay Costs - £3.500M

The budget approved in February 2023 assumed an employee pay award of 4% (equivalent to a cost of £4.0M), but it was highlighted at the time that this may not be sufficient given the ongoing cost-of-living crisis.

The National Employers Association made a "full and final pay offer", of at least £1,925 (3.88% headline offer) on all NJC pay points 1 and above effective from 1st April 2023. In financial terms, this equates to a year-on-year cost increase of circa £7.5M, £3.5M more than what was originally anticipated.

However, this offer has been rejected by all three unions, some of whom are currently balloting members on industrial action.

Current Action

In anticipation of the cost pressures highlighted by all Directorates, a provision of £7.4M (equivalent to the full increase in the General Social Care Grant) was set aside as part of the 23/24 budget setting process. It is now clear that this provision is not sufficient to meet the £17.5M cost pressure currently forecast at Q1. As a result, a full review to re-prioritise existing general fund reserves to address the balance [should this position not improve] will be undertaken.

It is also recommended that a formal moratorium on expenditure be implemented with immediate effect to include increased scrutiny on procurement and recruitment expenditure to help address cost pressures.

Future Action

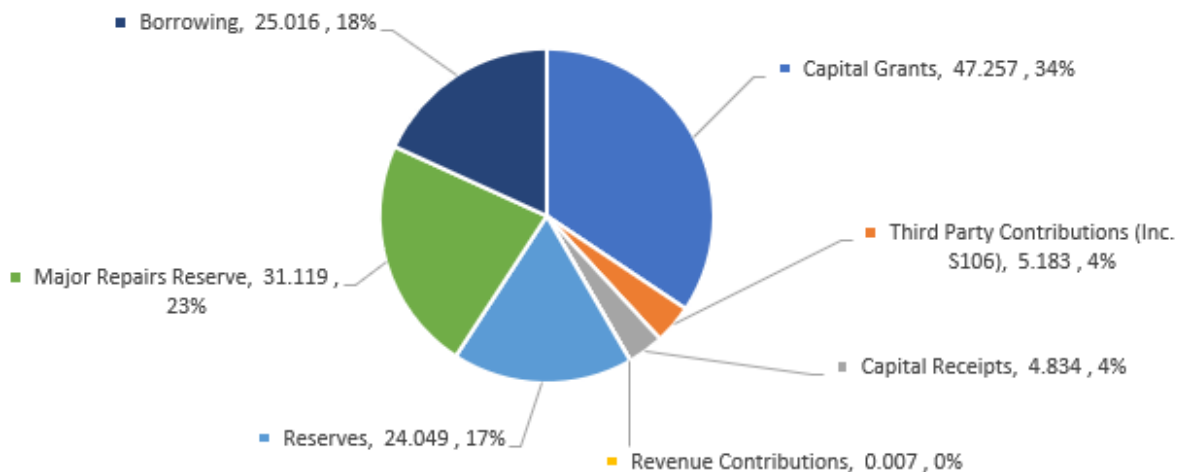
The cost pressures highlighted within this report are likely to have an ongoing detrimental impact on the MTFS, with significant budget deficits forecast for future periods. The financial strategy is in the process of being revised, including providing an update on the ongoing programme of transformational / efficiency activity to address the anticipated budget gaps on an ongoing and sustainable basis over the medium term.

Overall Capital Programme Position to the Quarter Ending June 2023

2.13 The Council's capital programme is planned over the five-year period 23/24 through 2027/28 and has a total budget of **£155.987M**. Forecast spend for 23/24 is **£135.013M**, **£2.451M** lower than originally planned:

<u>Directorate</u>	2023/24 Capital Programme £M	2023/24 Actuals £M	2023/24 Projected Outturn £M	2023/24 Variance £M	Total Capital Programme £M	Total Projected Outturn £M	Total Variance £M
Children's Services	7.991	0.525	8.091	0.100	8.291	8.443	0.153
Growth & Sustainability	77.155	10.294	76.495	(0.660)	92.864	91.864	(1.000)
Public Health & Communities	0.119	0.097	0.119	-	0.119	0.119	-
Place Health & Adult Social Care	5.000	1.335	5.000	-	6.959	6.959	-
Core Services	8.960	2.506	8.960	-	9.515	9.515	-
Housing Revenue Account	38.240	3.680	36.350	(1.891)	38.240	39.240	1.000
Total	137.464	18.438	135.013	(2.451)	155.987	156.140	0.153

2.14 The above costs are to be funded from a variety of sources as highlighted in the chart below, the majority of which are from external grants and reserves specifically earmarked for capital priorities:



Scheme Slippage

2.15 Of the total 23/24 variation in expenditure against approved plans, £3.561M relates to scheme slippage (where expenditure plans are expected to be utilised in a future year rather than the current year, due to events largely outside of the Council’s control). This position is constantly reviewed by finance officers in conjunction with project leads to ensure schemes progress as planned and that there are no adverse implications in terms of funding. Those schemes that have significantly slipped are explained further below:

Directorate	Scheme	£M	Explanation
Growth & Sustainability	HRA: 2023/24 Roofing [Elemental]	(£1.119M)	The assumed contract period will be from September 2023 to November 2024. It is recommended to reprofile a portion of the budget into the next financial year to fall in line with this timescale.
Growth & Sustainability	HRA: Fire Safety	(£0.672M)	The expected programme will be completed over a two-year period. It is recommended that 50% of the funding be reprofiled into 2024/25.
Growth & Sustainability	HRA: 2023/24 Planned Gas Heating	(£0.600M)	It is anticipated the scheme will commence on site from January 2024 and be complete by August 2024. Therefore, it is recommended to reprofile the budget in line with this new expectation.
Growth & Sustainability	HRA Non Trad Archetype Works	(£0.500M)	It is expected a trial programme of additional safety measures will be undertaken into 24/25, hence the suggestion to slip the budget in line with this timeline.
Growth & Sustainability	Highways Unallocated	(£0.660M)	Highways funding agreed but not yet currently allocated to specific projects in the current financial year.
Various	Other	(£0.010M)	Several other schemes have reported slippage.
	Total	(£3.561M)	

Variation in Scheme Costs

2.16 An amount totalling £1.153M relates to an estimated net increase in expenditure across a number of schemes as a result of cost variations / scheme completion. Significant amounts are detailed below. Funding will be transferred from unallocated resources / capital contingency, which represents effective programme management.

Housing Revenue Account: New Build Billingley View (£1.000M)

It is proposed that additional resources of £1.0M is transferred from underspends elsewhere within the HRA Capital Programme to the New Build Billingley View Project to complete outstanding works left as a result of the original contractor going into administration before completion of the scheme.

Given the need to progress the final elements of the works quickly to protect the assets and also allow them to be completed to release into the social housing stock a contractor has been sought using an established framework agreement to allow the Council to remobilise quickly, whilst still ensuring the relevant skills and experience for works of this nature via a compliant route to market.

Children's Services: (£0.153M)

There have been a number of both upward and downwards variations between schemes within Children's Services, with an overall increase of £0.153M reported. The most significant variation includes the Birkwood Primary School extension (£0.112M). The overall increase will see funds brought into the programme from uncommitted resources available to the Council, ringfenced for spend within this area.

New Approvals

2.17 In addition to the above, several new schemes have been approved during the quarter totalling £43.605M:

Reconciliation Between 2022/23 Year End and 2023/24 Quarter One Positions:	Directorate	Capital Programme £M
2022/23 Year End Approved Total Programme		93.859
<u>Approved Schemes During Quarter 1:</u>		
Housing Revenue Account 2023/24	HRA	24.834
Highways Funding Allocation 2023/24	Growth & Sustainability	9.966
Disabled Facilities Grant 2023/24	Place Health & Adult Social Care	4.362
Principal Towns Phase 3	Growth & Sustainability	1.791
Kendray Resource Centre	Children's Services	1.300
Other		1.351
Total New Approvals		43.605
2023/24 Quarter One Total Programme		137.464

Future Funding

2.18 **Unallocated Resources**

The council currently receives various external funding allocations which have yet to receive formal approval for use against specific projects. This primarily relates to Section 106 Contributions and Schools grant monies, currently totalling £24.136M which is sat as an 'unallocated' resource.

Indictive Future Funding	2023/24 £M	Later Years £M	Total £M
Schools Grant Funding	13.901	-	13.901
Section 106 Grant Funding	10.235	-	10.235
Total Unallocated Resources	24.136	-	24.136
Current Approved Funding	137.464	18.523	155.987
Total Funding over the Reporting Period	161.600	18.253	180.123

Ongoing reviews of existing resources / unallocated balances will be carried out by the Capital 'Oversight' Board. Any unrestricted resources will be considered as part of the update on the Council's reserves' strategy.

Capital Funding Available / Potentially Available Moving Forward

Work continues to identify and secure those external funding opportunities that can be utilised to support the delivery of the Council's strategic objectives.

Below are some of the key capital funding opportunities that have either recently been awarded or are being actively pursued (via 'live' bids with funder decisions pending).

Secured Funding.

- **Levelling Up Round 2** – the Council were recently awarded £10.24m in LUF2 grant to support the delivery of the Town Centre Barnsley Futures programme:
 - **Youth Place & Space:** a new outdoor Activity Park and revamped youth services Hub providing health and wellbeing support;
 - **The NAVE:** a new facility offering outstanding musical experiences for young people from Barnsley and the North; and
 - **Young Civic:** supporting the further development of Barnsley Civic arts centre, offering better space for young people to participate in cultural and creative activity.
- **Cannon Hall Roof** – £0.900m was recently awarded to the Council by Arts Council England for funding from the Museum Estate Development Fund (MEND) for Cannon Hall Roof repairs / replacement.
- **Cultural Development Fund – work is ongoing to utilise the** £3.93m awarded by the Arts Council England to support a range of capital schemes at Elsecar Heritage Centre. The total value of the capital element of the award is £3.230m and this is accompanied by a £0.700m revenue allocation to support project management and the delivery of a range of cultural activities in cultural hubs across Principal Towns.
- **The Towns Fund (Goldthorpe)** - £23.1M has been awarded to support the delivery of the schemes in Goldthorpe, Thurnscoe and Bolton upon Dearne.
- **City Region Sustainable Transport Funding** – several key sustainable transport/active travel schemes are now progressing through SYMCA's

governance processes - these will utilise the circa £45m in funding awarded to Barnsley via the MCA.

Capital Funding Bids Submitted: Awaiting Funder Decision

- **SYMCA Gainshare Allocations:** Members are asked to note that collaboration is currently ongoing between the Council and SYMCA regarding the allocation, governance processes and ultimate release of the Council's Capital Gainshare allocations – detailed updates in respect of Gainshare availability will feature in future Capital monitoring reports.
- **Goldthorpe Housing Project:** a bid for £2.5m for Brownfield funding was recently submitted to SYMCA to provide resources to (only if awarded) extend the scale of this project – decision pending.

An update will be provided in future quarterly monitoring reports.

Treasury Management Update as at End of June 2023

Economic Summary

- The UK Bank Rate increased from 4.25% to 5.00% during the quarter;
- An upward trend in PWLB borrowing rates over the first quarter of 2023/24;
- A slight reduction in the Consumer Price Index (CPI) inflation in the UK to 8.7% in May 2023;
- Latest forecasts for Bank Rate to peak at around 5.50% by Spring 2024.

Borrowing Activity

- No new long-term borrowing undertaken during the quarter;
- A total external borrowing requirement of up to £191.0 Million by the end of 2025/26;
- Fixed rate exposure targets for the period to 2025/26 remain in place to manage interest rate risk and create cost certainty within the budget;
- Over this period, £91.4 Million would need to be addressed through fixed rate borrowing in order to meet the Council's revised interest rate exposure targets.

Investment Activity

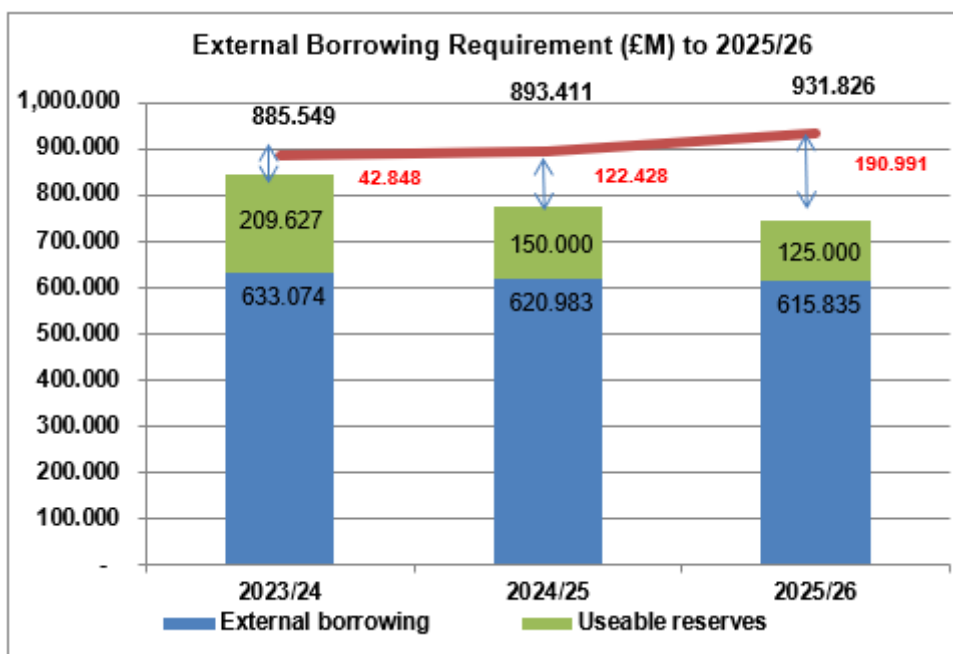
- A net increase in investment balances of £13.2 Million during the quarter;
- Security and liquidity remained the key priorities, and with this in mind an appropriate balance of cash was deposited in secure Money Market Funds and instant access accounts;
- During the quarter, officers continued to take advantage of the competitive rates offered on short term local authority deposits;
- Investment rates have continued to increase during Quarter 1 of 2023/24 and are expected to improve further, in-line with Bank Rate forecast increases over the next financial year.

Key Messages – Economic Summary

- 2.19 During the first quarter of 23/24, the UK economy has fared better than expected and is set to steer clear of a recession according to the latest economic forecast by the Confederation of British Industry (CBI). The UK economy is expected to grow by 0.4% in 2023 and business investment is set to rise, reaching pre-pandemic levels by the end of 2024. Inflation remains high however, and GDP has been affected by the pandemic in the long-term with the economy forecast to remain 7% smaller than pre-Covid levels.
- 2.20 PWLB rates have been on a rising trend between 1st April and 30th June 2023 and officers continue to closely monitor interest rates.

Treasury Management – Borrowing Activity

- 2.21 The Council's borrowing strategy is to limit its exposure to interest rate risk whilst maintaining an appropriate level of internal borrowing in order to minimise its financing costs.
- 2.22 No new long-term borrowing was undertaken during the third quarter, however, based on current capital plans it is anticipated that the Council will need to borrow up to £191.0M by the end of 2025/26.



Projected external borrowing requirement 2023/24 – 2025/26	£M
Planned capital investment	101.317
Maturing loans / reduced support from useable reserves	105.541
Amounts set aside to repay debt	(15.867)
Total	190.991

2.23 The Council is committed to maintaining its exposure to interest rate risk within the limits set out below. The Council applies an agile approach to our treasury strategy given the number of variables impacting on interest rate forecasts. This will enable the Council to achieve optimum value and help to manage risk exposure in the long-term. Ongoing reviews will be undertaken by treasury officers and any further recommendations by the Section 151 Officer in relation to the prevailing interest rate environment and exposure targets will be reported to Members.

Interest Rate Risk Exposure	2023/24	2024/25	2025/26
Limit on Variable Rate Borrowing / Unfinanced CFR	30%	30%	30%

2.24 To deliver against the revised exposure targets, it is anticipated that the Council will need to fix out an additional £91.4M by the end of 2025/26. The remainder could be funded through temporary borrowing or utilising internal cash resources. Treasury officers continue to monitor opportunities for borrowing and achieving best value for the Council in the current environment.

	2023/24 (£M)	2024/25 (£M)	2025/26 (£M)
Fixed Rate Borrowing Requirement (Cumulative)	-	59.406	91.444
Temporary Borrowing Requirement (Cumulative)	42.848	63.022	99.547
Total	42.848	122.428	190.991

2.25 Officers are also closely monitoring events across the sector where several authorities have recently been challenged for 'excessive risk arising from investment and borrowing' and in some cases this has resulted in the issuance of a Section 114 Notice.

The DLUHC has recently announced legislative measures to address risk taking and introduce powers to intervene through the Levelling-Up and Regeneration Bill. Although specific metrics to assess levels of risk have yet to be confirmed, recent local authority failings will almost certainly result in repercussions across the sector. In view of this and the Council's existing debt levels, the advice of the Section 151 Officer is to continue to undertake only prudent and modest additional borrowing [subject to robust due diligence and statutory compliance] to effectively manage the Council's risk exposure.

Treasury Management - Investments

- 2.26 There has been a net increase in investment balances of £13.2M during the quarter.
- 2.27 The Council's investment strategy remains focused on security (loss avoidance) and liquidity (ensuring cash is available when needed to meet the Council's spending commitments).
- 2.27 To reflect this strategy, officers continue to place investments in secure Money Market Funds and instant access accounts. The Council has also placed a significant level of short-term deposits with reputable banks and other local authorities to diversify the investment portfolio and help spread counterparty risk

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

- The Authority's outturn currently stands at a combined cost pressure of £17.466M.
- Executive Directors are requested to draw up action plans to mitigate these pressures as far as is possible and that those are submitted to Cabinet as part of the Q2 performance management update.
- A formal moratorium on expenditure including increased scrutiny on procurement and recruitment is also to be introduced.
- Any remaining cost pressure after this exercise will be funded temporarily via the use of the cost pressure provision set aside as part of the 23/24 budget setting process, with the remainder being funded via the use of one-off reserves in this financial year pending the development of a mitigation / transformation plan to address anticipated financial pressures in 2024/25 and beyond.

3.2 Legal

There are no legal implications as a result of this report.

3.3 Equality

Not applicable as individual EIA's will have been completed in relation to the budgets proposals as appropriate.

3.4 Sustainability

Decision Wheel not applicable.

3.5 Employee

There are no direct employee implications as a result of this report.

3.6 Communications

Communication will be made in line with the normal performance monitoring arrangements of the Council.

4. CONSULTATION

N/A

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 N/A

6. REASONS FOR RECOMMENDATIONS

6.1 Whilst the corporate pressures currently being experienced were, in general, anticipated as part of the 2023/24 budget setting process, the overspend position reported at Quarter 1 is higher than expected. Therefore, Executive Directors are requested to bring forward action plans to address the pressures within their respective areas to address the current position.

7. GLOSSARY

N/A

8. LIST OF APPENDICES

Appendix 1 – Summary of key cost variances

Appendix 2 – Update on delivery of 2023/24 agreed efficiency proposals.

9. BACKGROUND PAPERS

- Service and Financial Planning 2023/24 – The Council's Medium Term Financial Strategy – 2023/24 Budget recommendations (Cab.8.2.2023/6).

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date.
Legal consultation & sign off	Legal Services officer consulted and date.

Report Author: Neil Copley
Post: Director of Finance (S151 Officer)
Date: 08/08/2023

Detailed Service Variances at 30th June 2023

	ONGOING BASE BUDGET ISSUES	NON ACHIEVEMENT OF EFFICIENCY ISSUES	TOTAL - ALL BUDGETARY ISSUES
<u>SERVICE / BUDGET HEAD</u>	June	June	June
Childrens - KEY FINANCIAL RISKS FOR 2023/24			
<u>ED Children</u>			
Pay and other strategic management costs.	13,598		13,598
<u>BU1 - Education, Early Start and Prevention</u>			
Commissioning - Staff vacancy savings	(7,233)		(7,233)
School Evaluation - staff vacancies, reduced professional support spend offset by lower schools clerking income	(50,292)		(50,292)
Education Welfare - staff vacancies	(90,758)		(90,758)
Inclusion Services - agency staff and mediation contract costs - offset by staff vacancies	174,325		174,325
Targeted Youth Support - vacancies, offset by agency spend	(31,246)		(31,246)
Early Start & Family Centres - staff turnover, vacancies and general expenses	(74,170)		(74,170)
Early Start & Family Centres - forecast reduction in income	28,447		28,447
Other minor variances	15,297		15,297
<u>BU3 - Childrens Social Care and Safeguarding</u>			
Assessment & Care - EDT additional staff capacity costs	83,178		83,178
Assessment & Care - S17, ICT, recruitment and travel/mileage costs	107,208		107,208
Care Leavers - accommodation & other support to care leavers	14,351		14,351
Safeguarding & QA - Staffing slippage / vacancies within the teams	57,710	30,000	87,710
Childrens Disability - Increased DPs, family support, S17 costs & reduced health funding	292,019		292,019
Children in Care - In-house care homes: staff regrade; shift/enhancement; other costs	311,896		311,896
Children in Care - Fostering Teams (agency staff; carers support; contact/family support)	288,925		288,925
Children in Care - LAC placements (increased residential care / family assesment costs)	7,283,630	200,000	7,483,630
Children in Care - LAC placements (reduced IFA & in-house foster care costs)	(63,698)		(63,698)
Children in Care - LAC placements (increased SGOs, CAOs, Stayput, Other costs)	(290,615)		(290,615)
<u>Childrens Development Plan Costs</u>			
Commisioning - slippage in recruitment to posts (Development plan)	(13,281)		(13,281)
Targeted Youth Support - staff turnover / vacancies (Development plan)	36,027		36,027
Early Start & Family Centres - slippage in recruitment to Early Help posts (Development plan)	(153,506)		(153,506)
SD Management - agency & leadership board costs (Development plan)	17,356		17,356
Assessment & Care - agency costs & additional posts (Development plan)	1,481,326		1,481,326
Children in Care - CiC Team: agency costs & additional posts (Development plan)	301,603		301,603
Care Leavers - Agency costs & additional staff (Development Plan)	344,488		344,488
Care Leavers - Enhanced care leavers offer (Development Plan)	150,000		150,000
Safeguarding & QA - increased staff posts, training costs & Practice Hub (Development plan)	121,065		121,065
Childrens Disability - agency costs & staffing costs (Development plan)	356,868		356,868
Total - Childrens	10,704,518	230,000	10,934,518
GROWTH AND SUSTAINABILITY - KEY FINANCIAL RISKS FOR 2023/24			
<u>Regeneration & Culture</u>			
Transformation Saving Brought forward - Economic Development	(100,000)		(100,000)
Property Rents - Underachievement of commercial rents at Gateway (£500k), investment properties (£100k) and business centres (Including DMC) (£229k)	328,704	500,000	828,704
Property - increased running costs - Market gazebos	150,000		150,000
<u>Highways & Engineering</u>			
CSS - increased cost of disposal on mixed recyclates, impact of new POP's legislation, reduction in paper/card income	400,000		400,000
Home to School Transport - higher pupil numbers and increased charges from taxi companies	550,000		550,000
Total - Growth and Sustainability	1,328,704	500,000	1,828,704

Detailed Service Variances at 30th June 2023			
	ONGOING BASE BUDGET ISSUES	NON ACHIEVEMENT OF EFFICIENCY ISSUES	TOTAL - ALL BUDGETARY ISSUES
<u>SERVICE / BUDGET HEAD</u>	June	June	June
ADULT SOCIAL CARE - KEY FINANCIAL RISKS FOR 2023/24			
Older People - Pressures of homecare fee increases above agreed funding allocation	275,152		275,152
Older People - Staffing vacancies/turnover	(279,306)		(279,306)
Older People - Other various variances	(63,052)		(63,052)
Working Age Adults - Pressures of homecare fee increases above agreed funding allocation	224,848		224,848
Working Age Adults - Staffing vacancies/turnover	(157,642)		(157,642)
Total - ADULT SOCIAL CARE	-	-	-
PUBLIC HEALTH - KEY FINANCIAL RISKS FOR 2023/24			
<u>Public Health</u>			
Health Protection - Integrated Sexual Health - Out of Area GUM Clinics	(40,000)		(40,000)
Regulatory Services - Environmental Services & Pollution - Staff Vacancies difficulty recruiting.	(30,000)		(30,000)
Health Improvement - Staff turnover	(30,000)		(30,000)
<u>Communities</u>			
SD Account - underspend due to Supplies & Services	(17,965)		(17,965)
Healthier Management Account - underspend due to Supplies & Services	(1,207)		(1,207)
Healthier - Staffing underspend due to vacancies & switch funding staffing costs with Domestic Abuse Grant	(158,280)		(158,280)
Safer Barnsley - Staffing underspend due to Vacancies across the business unit and ongoing issues with recruitment. Switch funding with Homeless support top up grant on Temporary accommodation	(179,195)		(179,195)
Library Services - underspends in Supplies & Services	(9,848)		(9,848)
Stronger Communities - Committed expenditure in area councils (funded from earmarked reserves) with remaining underspend relating to vacant hours and employee costs	(30,267)		(30,267)
Total - Public Health & Communities	(496,762)	-	(496,762)
CORE - KEY FINANCIAL RISKS FOR 2023/24			
<u>Customer Information and Digital Services</u>			
Vacancies and Staff Turnover across the Business Unit	(425,500)		(425,500)
Wifi & SAP Support (Absoft)	272,000		272,000
Other <£50k each	51,456		51,456
<u>Financial Services</u>			
Staffing - Vacancies across the Business Unit due to delays in recruitment.	(285,000)		(285,000)
Loss of SY Police Contract Part year effect 23/24	127,000		127,000
Early implementation of transformation Savings	(105,000)		(105,000)
Operational Finance Trading Profit above budget	(7,000)		(7,000)
<u>Catering</u>			
Vacancies & Overtime	(68,000)		(68,000)
Food Inflation	131,000		131,000
Lost Income	215,000		215,000
Other<£50K each	(8,081)		(8,081)
<u>Business Improvement, HR and Communications</u>			
Business Intelligence Posts (Development Plan)	320,000		320,000
Other<£50K each	(8,873)		(8,873)
<u>Law & Governance</u>			
Salaries	(751,000)		(751,000)
Legal Locum	1,038,000		1,038,000
Additional Legal Support (Development Plan)	228,000		228,000
Children's Legal Fees	988,000		988,000
Overachievement of Income	(112,700)		(112,700)
Local Elections	82,000		82,000
Other<£50K each	18,607		18,607
Total - Core Services	1,699,909	-	1,699,909
CORPORATE - KEY FINANCIAL PRESSURES			
Increased cost of Pay Award based on award of £1925 upto SCP 43 & 3.88% SCP 44+	3,500,000		3,500,000
Total - Corporate	3,500,000	-	3,500,000
Grand Total	16,736,369	730,000	17,466,369

2023/24 EFFICIENCIES - VARIANCES AGAINST APPROVED SAVINGS

	£ Target	£ Outturn	£ Variance
PEOPLE			
BU1 - Education & Early Start Prevention			
Barnsley MST	170,000	170,000	-
Maximise Supporting Families Grant	68,000	68,000	-
Targeted Youth Service - post	45,000	45,000	-
BU3 -Childrens Social Care & Safeguarding			
Children in Care - new residential care home	200,000	-	(200,000)
Children in Care - Increase foster care numbers	249,600	249,600	-
Student Placements	30,000	-	(30,000)
	762,600	532,600	(230,000)
	762,600	532,600	(230,000)

CHILDRENS DIRECTORATE SUMMARY			
<i>KLOE's on target</i>	532,600	532,600	-
<i>KLOE's delay in Delivery</i>	-	-	-
<i>KLOE's not on target</i>	230,000	-	(230,000)
TOTAL	762,600	532,600	(230,000)

Growth & Sustainability

BU4 Economic Regeneration & Property			
Town Centre Buildings Review (Gateway)	500,000	-	(500,000)
Industrial Properties Rent Review	70,000	70,000	-
Cross Directive collective increase in F&C	150,000	150,000	-
Barnsley Norse Contract	200,000	200,000	-
MFD's Contract Renewal	100,000	100,000	-
Glassworks Cultural Units	170,000	170,000	-
Right To Buy	50,000	50,000	-
	1,240,000	740,000	(500,000)
BU6 Environment, Waste, Transport			
Strategic Transport Fees	300,000	300,000	-
Cross Directive collective increase in F&C	100,000	100,000	-
Agency Fees	100,000	100,000	-
	500,000	500,000	-
	1,740,000	1,240,000	(500,000)

GROWTH & SUSTAINABILITY DIRECTORATE SUMMARY			
<i>KLOE's on target</i>	1,170,000	1,170,000	-
<i>KLOE's delay in Delivery</i>	70,000	70,000	-
<i>KLOE's not on target</i>	500,000	-	500,000
TOTAL	1,740,000	1,240,000	(500,000)

	£ Target	£ Outturn	£ Variance
PLACE HEALTH & ADULT SOCIAL CARE			
BU2 - Adult Social Care			
Review of the Adult Social Care operating model (Reablement / Front Door)	1,350,000	1,350,000	-
Targeted reviews of high cost care packages	320,000	320,000	-
ASCES Contract - TUPE costs reduction	200,000	200,000	-
Maximising the use of grant funding (e.g. Winter Pressures / DFG) to fund aids and equipment	840,000	840,000	-
Direct Payments - surplus balances clawback budget impact	300,000	300,000	-
	3,010,000	3,010,000	-

PLACE HEALTH & ASC DIRECTORATE SUMMARY			
<i>KLOE's on target</i>	3,010,000	3,010,000	-
<i>KLOE's with Delays</i>	-	-	-
<i>KLOE's not on target</i>	-	-	-
TOTAL	3,010,000	3,010,000	-

PUBLIC HEALTH & COMMUNITIES

BU10 Public Health			
Review of Public Health ambitions aligned to 2030	700,000	700,000	-
Adjustment to the investment in town centre wardens	100,000	100,000	-
Capitalisation of salary	20,000	20,000	-
SY Police Fortify team	240,000	240,000	-
	1,060,000	1,060,000	-

PUBLIC HEALTH DIRECTORATE SUMMARY			
<i>KLOE's on target</i>	1,060,000	1,060,000	-
<i>KLOE's with Delays</i>	-	-	-
<i>KLOE's not on target</i>	-	-	-
TOTAL	1,060,000	1,060,000	-

CORE SERVICES

BU12 IT			
IT Capitalisation of Staffing Costs	299,000	299,000	-
	299,000	299,000	-
BU13 Finance			
Capitalisation of Staffing Costs	100,000	100,000	-
Fraud investigations	50,000	50,000	-
Procurmnet - cancellation of contracts	30,000	30,000	-
Reinvestment in Legal Services	10,000	10,000	-
	190,000	190,000	-
BU15 Business Improvement, HR, Communication			
Smart working Phase 2	250,000	250,000	-
Mini Restructure of Health & Safety	25,000	25,000	-
	275,000	275,000	-
	764,000	764,000	-

CORE SERVICES SUMMARY			
<i>KLOE's on target</i>	764,000	764,000	-
<i>KLOE's with Delays</i>	-	-	-
<i>KLOE's not on target</i>	-	-	-
TOTAL CORE SERVICES KLOE'S	764,000	764,000	-

OVERALL KLOE TOTAL			
<i>KLOE's on target</i>	6,536,600	6,536,600	-
<i>KLOE's with Delays</i>	70,000	70,000	-
<i>KLOE's not on target</i>	730,000	-	(730,000)
	7,336,600	6,606,600	(730,000)

BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: EXECUTIVE DIRECTOR OF GROWTH & SUSTAINABILITY

TITLE: APPROVAL TO ACCEPT / SPEND: CRSTS FUNDING / CAPABILITY & AMBITION FUNDING

REPORT TO:	CABINET
Date of Meeting	20 September 2023
Cabinet Member Portfolio	Environment and Highways
Key Decision	Yes
Public or Private	Public

Purpose of report

The purpose of this report is to advise Cabinet on:

- The progress made on the following schemes to be delivered through the CRSTS fund:
 - Smithies Bridge
 - Royston Link Road
 - Penistone Bridge End
 - Elsecar Active Travel Hub
 - Darton Active Travel Route
 - Royston Reopening Railway

And to seek Cabinet approval:

- To accept development funding to progress the schemes:
 - Smithies Bridge **£280,000**
 - Royston Link Road **£2,000,000**
 - Penistone Bridge End **£840,000**
 - Elsecar Active Travel Hub **£50,400**
 - Darton Active Travel Route **£274,900**
 - Royston Reopening Railway **£100,000**

Total Value = £3,545,300

- To accept **£167,768** from SYMCA as part of the Capability and Ambition Fund to undertake feasibility work

- To prepare and progress any necessary statutory procedures required to develop and deliver the proposed schemes in line with SYMCA guidance / assurance

Council Plan priority

Sustainability

Recommendations

That Cabinet:-

1. Authorises the acceptance of the **£3,545,300** funding from the CRSTS to develop the above named schemes further.
2. Authorises the acceptance of **£167,768** funding from the Capability and Ambition Fund for the development of a pipeline of Active Travel schemes in The Executive Director of Place be authorised to undertake all necessary steps to ensure continued delivery of the CRSTS / future pipeline programme.

1. INTRODUCTION

- 1.1 To provide Cabinet with the information to accept over £3.5m of SYMCA funding for the progression to Outline Business Case for Smithies Bridge, Royston Link Road, Penistone Bridge End and Royston Reopening Railway and for Elsecar Active Travel Hub and the Darton Active Travel Route to Full Business Case.
- 1.2 To provide Cabinet with the information to accept £167,768 of SYMCA funding to undertake feasibility work from the Capability & Ambition fund.

2. PROPOSAL

- 2.1 In September 2021, the South Yorkshire Mayoral Combined Authority (SYMCA) submitted a bid to the Department of Transport (DfT) to secure funding from the City Region Sustainable Transport Settlement (CRSTS). Working to an anticipated, overall expected allocation of £400m, a SYMCA request was to submit a list of schemes that met with the DfT criteria which were:
 - Driving growth and productivity through infrastructure investment
 - Levelling up services towards the standards of the best; and
 - Decarbonising transport, especially promoting modal shift from cars to public transport, walking and cycling
- 2.2 In April 2022 it was announced that the allocation to the SYMCA was £570m, with Barnsley's allocation being over £70m, which includes a "top slice" of £20m for Highway Maintenance and £5.5m for the Local and Neighbourhood Transport Complementary Programme (LNTCP), which in

effect replaces the former Integrated Transport Block (ITB). Cabinet approved the acceptance of the CRSTS in October 2022.

- 2.3 Since the award of the funding, the Transport / Highway Design teams have already had several Strategic Outline Business Cases (SOBC) approved by SYMCA. The SOBC is the “Case for Change”; recognising that there is a problem, but no detail on a solution; that comes as the design work progresses and consultation in the local area has been undertaken.
- 2.4 Six further schemes have received SYMCA approval to progress from SOBC to Outline or Full Business Case:
- Smithies Bridge
 - Royston Link Road
 - Penistone Bridge End
 - Elsecar Active Travel Hub
 - Darton Active Travel Route
 - Royston Reopening Railway
- 2.5 A Strategic Outline Business Case and accompanying documents for the schemes were submitted to SYMCA. These have now been appraised and approved by the MCA board held 16 August 2023. These approvals will release over £3.5m to allow the schemes to progress to option appraisal and Outline Business Case; although in the case of the Elsecar and Darton schemes, as the scheme value is below £2m, these will go straight to Full Business Case.
- 2.6 These schemes are still in early design so consultation exercises will be undertaken once details are known.
- 2.7 An Operating Model for the running of the Elsecar Hub and the proposed ones will be required as part of the Full Business Cases, and it is likely that we will then tender for an operator; either for all 3 or have community leads / volunteers – this is still to be decided.
- 2.8 Funds have been secured through the CRSTS revenue for the continued operation of the hub for at least 3 years; with the view that they become self-sustaining or future funding, through CRSTS#2.
- 2.9 The Capability & Ambition Funding is a new funding stream, which is to replace the existing Capability fund. This funding has two strands – one to develop a pipeline of schemes and two, to deliver behaviour change; to encourage more people, especially children to walk and cycle. The indication from SYMCA is that Barnsley will receive over £167,000 for this,
- 2.10 Public Health team has worked alongside the Strategic Transport team to propose a project we consider “ambitious enough” and is a new way of delivering cycle training.
- 2.11 It should be noted that subsequent reports will be provided to Members advising on the outcome of the feasibility work undertaken along with any

subsequent Outline and Full Business Cases to support those projects that Cabinet approves progression thereof.

3. FINANCIAL IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

- 3.1.1 Consultation on the Financial Implications of this report has taken place with representatives of the Service Director Finance (Section 151 Officer).
- 3.1.2 Approval is sought to accept over £3.5m (Capital funding) from the various SYMCA Transport Capital funding to support the projects identified in section 2.
- 3.1.3 Approval is also sought to accept the £167,768 of revenue funding – from the Capability and Ambition fund.
- 3.1.4 In terms of MCA governance, scheme business cases will be considered by MCA at the relevant meetings, once the business cases have been prepared for the next stage of development.
- 3.1.5 On acceptance of these monies there is no additional funding requirement from the Council. However, to note, future maintenance costs will need to be considered and included at the relevant Business Case stage.
- 3.1.6 The Transport Service will need to ensure the project spend remains within the available funding allocation for each stage of the process, ensuring sound financial management throughout the delivery of the scheme.
- 3.1.7 Appendix A – summaries the financial implications of accepting funding only as the full scheme costs may still change dependent on business cases. All funding is to be from SYMCA grants. Funding will be drawn down from SYMCA on a quarterly basis based on actual costs incurred. Any surpluses will be retained by SYMCA, although to note as with the recent A61 scheme approval has been granted in principle (subject to a successful change request) to use the underspend to undertake further scheme enhancements.

3.2 Legal

- 3.2.1 The use of the funds will be subject to SYMCA's assurance and governance

3.3 Equality

- 3.3.1 Better connectivity, affordable and inclusive travel, a cleaner environment and a healthier population are all key aims of the SCR Strategic Economic Plan and the Barnsley Transport Strategy 2014 – 2033.
- 3.3.2 The proposed projects support the principles of the SCR Strategic Economic Plan and the Barnsley Transport Strategy 2014 – 2033, and once completed will provide better connectivity and opportunities assisting linking people to employment, training and healthcare.

3.3.3 An Equality Impact Assessment (EIA) pre-screening has been completed in accordance with the EIA policy. For the purpose of this report, no potential for unlawful discrimination and / or low level or minor negative impact has been identified, therefore a full EIA has not been carried out.

3.3.4 However, for the individual work streams / projects individual EIA's will be undertaken at Outline Business Case stage, once a "scheme" has been identified for delivery.

3.4 Sustainability

3.4.1 The Sustainable Decision Wheel has been completed and whilst this shows No Impact for the majority; this report is only to accept Revenue Funding. As and when the schemes are developed and further reports prepared, this will be revised.



3.5 Employee

3.5.1 There are no issues arising directly from this report. The recent restructure in the Strategic Transport team has provided the in-house resources to deliver active travel schemes and develop a work programme. Any staffing implications will be subject to reports on specific schemes.

3.6 Communications

3.6.1 All SYMCA business case submissions are high profile schemes and appropriate communication strategies are being developed linked to the signing of the funding agreement. Releases will also need to be agreed and coordinated with the SYMCA arrangements.

3.6.2 Timely and accurate information will be provided through appropriate press releases via local press, social media/website updates, local member

briefings, and engagement with key stakeholders.

4. CONSULTATION

Engagement / Consultation to Date

- 4.1 The pandemic has prevented the more traditional approach to consultation / engagement; therefore, in early 2020 we undertook an online survey for the residents of Barnsley to determine their views on providing the major work programme around Bus Priority and Active Travel routes across the Borough.
- 4.2 Over 230 responses were received representing a broad range of local views which have been very positive in terms of building our walking and cycling aspirations. Below is a selection of the results:
- 4.3 A high level on-line survey was undertaken in July 2023 to understand where issues are on the local highway network, which will inform future decision making / bids on which areas are the most congested. A full report on the results will be made available / reported to Cabinet in due course.
- 4.4 Each of the schemes that have received SOBC approval will then necessitate a full consultation event, so that residents / businesses / stakeholders can have a say on potential solutions / options.
- 4.5 With regard to the Darton Active Travel Route, consultation events were held in November 2022

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 The only other option is for the Council not to accept the Funding and not to deliver the schemes. This would then mean the Council would be liable for claw back for failing to deliver the relevant programmes.

6. REASONS FOR RECOMMENDATIONS

- 6.1 To ensure that Cabinet remains informed on the progress of the work to deliver the Transforming Cities Fund schemes and to ensure that funds are accepted to enable the work to continue in a timely manner.
- 6.2 The acceptance of the Funding will allow the Strategic Transport team to undertake feasibility work, the detailed design and submission of the Business Cases to SYMCA, which will in turn release further funding to get the schemes to delivery.
- 6.3 It will help protect the Council's finances in the future, by providing revenue for staff costs and capital monies for the Council's DLO to deliver the schemes.

7. GLOSSARY

CRSTS – City Region Sustainable Transport Settlement

DfT – Department for Transport

DLO – Direct Labour Organisation

FBC – Full Business case

OBC – Outline Business Case

SYMCA – South Yorkshire Mayoral Combined Authority

TCF – Transforming Cities Fund

8. LIST OF APPENDICES

8.1 Appendix A: Financial Implications

9. BACKGROUND PAPERS

Sheffield City Region Transforming Cities Fund Tranche 2 Business Case Submission.

Sheffield City Region Active Travel Plan Implementation

Barnsley Draft Transport Strategy

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date <i>See Appendix A.</i> <i>Ashley Gray – 27/07/23</i>
Legal consultation & sign off	Legal Services officer consulted and date Paragraphs 20.7 and 20.8 of the constitution (page 490) regarding external funding apply. Otherwise no legal issues arise from the content here. Compliance with constitution and procurement criteria will need to be addressed as and when the funds to be received are subsequently expended. Note: no appendix provided. <i>Mike Bentley</i>

	<p>Mike Bentley – Consultant & Locum Solicitor</p> <p>1st August 2023</p>
--	--

Report Author: Tracey Brewer
Post: Head of Strategic Transport
Date: 20 July 2023

APPENDIX A
Report of the Executive Director of Growth and Sustainability

FINANCIAL IMPLICATIONS

Approval to Accept/Spend CRSTS Funding and Capability & Ambition Funding


i) Capital Expenditure	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>Total to 31 03 24</u>
The council will have until 31 03 2027 to deliver the below schemes	£	£	£	
Smithies Bridge				£280,000
Royston Link Road				£2,000,000
Pensitone Bridge End				£840,000
Elsecar Active Travel Hub				£50,400
Darton Active Travel Route				£274,900
Royston Reopening Railway				£100,000
	0	0	0	3,545,300
To be financed from:				
CRSTS funding accessed through SYMCA	0	0	0	3,545,300
	0	0	0	3,545,300

ii) Revenue Effects	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>Total</u>
	£	£	£	£
<u>Expenditure</u>				
Capability and Ambition Fund Feasibility Work	167,768	0	0	167,768
	167,768	0	0	167,768
To be Financed from:				
SYMCA Capability and Ambition Fund	167,768	0	0	167,768
	167,768	0	0	167,768

Impact on Medium Term Financial Strategy

This report has no impact on the Authority's Medium Term Financial Strategy.

	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	£m	£m	£m
Current forecast budget gap	0.000	0.000	0.000
Requested approval	0	0	0
Revised forecast budget gap	0	0.000	0.000

Agreed by:  On behalf of the Service Director Finance (Section 151 Officer)

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: EXECUTIVE DIRECTORS – PLACE HEALTH AND ADULT SOCIAL CARE AND GROWTH & SUSTAINABILITY

TITLE: SILVER STREET RESPITE UNIT OPTION TO ACQUIRE

REPORT TO:	CABINET
Date of Meeting	20 September 2023
Cabinet Member Portfolios	Place Health and Adult Social Care and Growth and Sustainability
Key Decision	No
Public or Private	Public

Purpose of report

For Cabinet to consider and provide authority for the next steps in relation to “The Brambles” Silver Street Respite Unit, Silver Street, Dodworth, Barnsley, S75 3NP and in particular with regard to the option to acquire the property.

Council Plan priority

High priority to enable the continuation of service referred to in 1.1 below.

Recommendations

That Cabinet: -

- 1.** Notes the position under the option and existing lease and underlease
- 2.** Authorises Service Director – Legal and Governance to exercise the option and take such steps as they consider appropriate to provide the Council with permanent ownership of the asset.

1. INTRODUCTION

- 1.1** The property at Silver Street (formally known as The Brambles) is a 6-bed, purpose-built facility to enable the delivery of overnight respite for adults with learning disabilities and/or physical health issues. This is the only such commissioned respite service in Barnsley. Adult Joint Commissioning have evidenced the need to continue with the service delivery and will be re-procuring the support service later this year as the current Support contract

ends in March 2024. However, the building arrangements need to be resolved first.

- 1.2 The Council owns the freehold estate in the land on which the building is on and, in 2009, entered into a long lease agreement with South Yorkshire Housing (SYHA) to build the facility and a small housing estate, the facility from which the respite service is delivered and separately some housing. SYHA offered a 15-year leaseback arrangement of the Respite Unit. This lease meant the Council paid SYHA a fee of £30,000 each year, which has essentially funded the construction of the building. SYHA acted as the landlord and dealt with cyclical maintenance. The commissioned support provider (Community Integrated Care) delivers the service and is responsible for costs related to the use of the building; however, the utility costs are paid by the Council.
- 1.3 Under the lease agreement (Appendix 2), the Council has an option to go from being the underlessee after a 15 year £30,000 per annum rental “leaseback” arrangement with South Yorkshire Housing Association (SYHA) to being the unencumbered freeholder of the Respite Unit. If the Council exercises the option, the property will be transferred to the Council at nil cost.
- 1.4 The way it will work is for the Council to serve notice upon SYHA under the Option Agreement. This must be done by 13 October 2023. Then, following service of the notice, the headlease will be surrendered by SYHA to Barnsley Council. The underlease (under which the Council currently occupies) will come to an end by way of merger and extinguishment. Then on 14 April 2024, the council will grant a new 125-year lease to SYHA less the property we are retaining (the Brambles Respite Unit), which will be the long-term settled position.
- 1.5 SYHA is aware of this proposal and has been informed of the Council’s intentions and consulted on the process of transfer. As such, it is not envisaged that there will be a legal challenge or delay in implementation from SYHA.

2. PROPOSAL

- 2.1 To serve notice under the Option Agreement such that the Council obtains the freehold of the building but without the 125-year lease to SYHA.
- 2.2 To settle all rental due under the existing 15-year lease. Thereafter there will no longer be a £30,000 per annum rental for the Council to pay.
- 2.3 Acting in this way will see the Council acquiring a purpose-built respite building at nil cost. This will enable service continuity at the property.

3. IMPLICATIONS OF THE DECISION

3.1 Financial and Risk

Consultations have taken place with representatives of the Director of Finance (S151 Officer).

Under the terms of the underlease, the Council currently pays an annual ~~cost~~ of £30,000, which covers the repairs and maintenance and cyclical testing at the property. Exercising the option and acquiring the property would remove this annual rental liability from next financial year.

On acquiring the property, the repairs and maintenance and cyclical testing cost liability will rest with the Council. Last financial year's repairs and maintenance costs were c£14,000, as supplied by SYHA.

The new liability will be accounted for from the current rental budget with no additional budget ask, and the new running cost liability will be contained by the removal of the annual rental payment. This would generate an annual saving of c£16,000 from 2024/25, which will be included as part of Asset Management Strategy efficiencies. If a potential efficiency occurs in 2023/24, this will be used to help mitigate other property services budget pressures.

Also, note that under the terms of the underlease, the Council is responsible for paying utility costs associated with the running of the property. Therefore, there will be no change in liability in this respect, and there is already a budget in place for these costs.

3.2 Legal

On the approval of this report, the Service Director Legal and Governance will take conduct of the matter, will serve notice under the option and then liaise with solicitors for SYHA in completing the transaction.

3.3 Equality

An Equality Impact Assessment is not required, given that the building is already in place together with the service provision. There is no intention to change these arrangements.

3.4 Sustainability

A decision-making wheel has not been completed as the sustainability of the recommendation as set out in the report will not impact the Council.

3.5 Employee

The externally procured service provision is expected to continue. Therefore, there are no direct Council employees affected.

3.6 Communications

SYHA are fully aware of the Councils plan to take ownership of the Silver

Street property. Early meetings have been held with SYHA representatives, and their Board is sighted.

People who use the service and their families are not concerned with the ownership of the building asset but are very interested in the service delivery at the Silver Street property. As such, they have not been consulted on this proposal – but will be fully consulted with the procurement of the support service in the latter part of 2023.

The Communications and Marketing team will fully support the service with any communication needs. We will keep the public informed about the outcome of this cabinet decision through social media updates, consistent with our communication approach for cabinet meetings. Additionally, the Communications and Marketing team are supporting with the communication strategy for the support reprocurement that will take place October – December 2023.

4. CONSULTATION

A list of stakeholders consulted during the preparation of this report includes Property, Health and Adult Social Care, Legal, and Finance.

Local Ward Members are aware and supportive of these proposals.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 The alternative of not serving notice has been considered: However, if the Council fails to exercise the option, the council may be able to renew its current underlease at a revised rental. This alternative is less attractive as it is potentially expensive and uncertain.
- 5.2 In addition, not serving the notice could mean that the Council is not granted a new lease if (for example) SYHA are looking to occupy the property for their own business purposes. If this is the case and a hostile Section 25 notice is served under the Landlord & Tenant Act 1954, then the Council's occupation would terminate at the end of the lease, given that this is a mandatory ground for repossession under the 54 Act.
- 5.3 The acquisition of this property for valuable service delivery has been considered in line with the Asset Management Strategy (i.e., divestment rather than investment). However, even if the service was not going to continue at the property, the Estates Team have advised that the Council should serve notice as the building has a substantial positive asset valuation, and the building could either be used for some other service provision / purpose or sold.

6. REASONS FOR RECOMMENDATIONS

- 6.1 The proposal will see service continuation and the acquisition of a purpose-built asset, which the council has effectively funded through payment of £30,000 a year for 15 years.

7. GLOSSARY

N/A

8. LIST OF APPENDICES

Appendix A: Financial Implications
Appendix 1: Site Plan
Appendix 2: Copy of the underlease

9. BACKGROUND PAPERS

Correspondence regarding this matter is held on the files in Property – Estates – not available for inspection contains exempt information.

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made.

10. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date. Appendix A
Legal consultation & sign off	Legal Services officer consulted and date . Ian Coupe, Solicitor, Senior Legal Officer 11 July 2023

Report Author: Peter Antcliff
Post: Senior Surveyor
Date: 11/07/2023

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Report of the Director of Finance

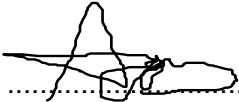
FINANCIAL IMPLICATIONS

SILVER STREET RESPITE UNIT OPTION TO ACQUIRE

i) <u>Capital Expenditure</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>Total</u>
	£	£	£	£
	-	-	-	-
To be financed from:				
ii) <u>Revenue Effects</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>Later</u>
	(£)	(£)	(£)	Years
				(£)
Rent	30,000	0	0	0
R&M, cyclical maintenance	0	14,000	14,000	14,000
	<u>30,000</u>	<u>14,000</u>	<u>14,000</u>	<u>14,000</u>
To be financed from:				
Revenue Budget (21157 rents)	30,000	30,000	30,000	30,000
	<u>0</u>	<u>-16,000</u>	<u>-16,000</u>	<u>-16,000</u>

Impact on Medium Term Financial Strategy

Efficiencies to be covered as part of the Asset management Strategy

Agreed by:  On behalf of the Director of Finance

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Plan referred to

DODWORTH



Dodworth House

Rosehill Cottage

KERESFORTH ROAD

Haldroyd's Yard

Oldroyd Row

Croft Row

NEW STREET

SILVER STREET

FAIRWAY

ROB ROYD

NEEDLEWOOD

SAVILLE ROAD

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Date:	12/07/2023

Scale 1: 1,250

Drawing Title :

The Brambles Respite Unit

Identification purpose only

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Strategic Property and Procurement/Asset Management
PO Box 634, Barnsley, S70 9GG

e-mail: Assetmanagement@barnsley.gov.uk
website: www.barnsley.gov.uk

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Private Solicitor Barnsley MBC*

DATED

17 January

2011



SEQ193

- (1) South Yorkshire Housing Association Limited
- (2) Barnsley Metropolitan Borough Council

LEASE

relating to

Respite Unit known as The Brambles Silver Street Dodworth Barnsley S75 3NP



COPY

Taylor&Emmet LLP
SOLICITORS

20 Arundel Gate
Sheffield
S1 2PP

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Email: Vincent.Green@tayloremmet.co.uk

Ref: VG/1160-1621-6
24 October 2011

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PRESCRIBED CLAUSES

LR1. Date of lease

17 January 2012

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SYK455378 and SYK550568

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

South Yorkshire Housing Association Limited

43-47 Wellington Street Sheffield S1 4HF

R20165R

Tenant

Barnsley Metropolitan Borough Council

Town Hall Barnsley South Yorkshire S70 2TA

Other parties

Guarantor

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

Clause 47

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

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 easements as specified in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

This lease is made on the 17 day of January 2012

PARTIES

- (1) **Landlord:** South Yorkshire Housing Association Limited, incorporated and registered in England and Wales with company number R20165R whose registered office is at 43-47 Wellington Street Sheffield S1 4HF;
- (2) **Tenant:** Barnsley Metropolitan Borough Council, of Town Hall Barnsley South Yorkshire S70 2TA

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

"Annual Rent";	rent at the rate of £30,000.00 per annum and any interim rent determined under the 1954 Act.
"Common Parts";	the Access Road and all other parts of the Estate other than the Property and the Lettable Units.
"Part 1 Conditions"	the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and "Condition" means any one of them
"Part 2 Conditions"	the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and "Condition" means any of them
"Contractual Term";	a term of 15 years beginning on, and including the 14 April 2009 and expiring on the 13 April 2024
"CDM Regulations";	the Construction (Design and Management) Regulations 2007.
"Default Interest Rate";	four percentage points above the Interest Rate.
"Estate";	each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Silver Street Barnsley comprised within title numbers SYK455378 and SYK550568.

(i)

"Insured Risks";	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and "Insured Risk" means any one of the Insured Risks.
"Interest Rate";	interest at the base lending rate from time to time of National Westminster Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
"Lettable Unit";	plots 1, 2, 3 and 4 which are shown on the Plan.
"Option"	the option granted by the Landlord to the Tenant contained in clause 45
"Option Date"	14 October 2023
"Option Notice"	written notice exercising the Option in accordance with the terms of this lease in the form set out in schedule 3
"Option Period"	the period commencing on the date of this lease and ending on the 13 th October 2023
"Option Property"	all of the land and buildings comprised within title numbers SYK455378 and SYK550568
"Permitted Use";	use as a respite facility for people in need of care within Use Class C2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.
"Plan ";	the plan attached to this lease.
"Property";	Respite Unit known as The Brambles Silver Street Dodworth Barnsley S75 3NP containing 1050 square metres or thereabouts and shown edged red on the Plan but excluding any Service Media in, on, under or over that unit (whether in existence at the date of this lease or installed during the term) that are used by that unit in common with any other part of the Estate.
"Rent Commencement Date";	14 April 2009

"Rent Payment Dates";	1 st January, 1 st April, 1 st July and 1 st October.
"Reservations";	all of the rights excepted, reserved and granted to the Landlord by this lease.
"Service Media";	the lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
"Services";	the services listed in clause 7.1.
"Superior Lease";	a lease dated 20 th March 2008 and made between the Tenant (1) the Landlord (2) for a term of 125 years from the 20 th March 2008 and being the land comprised within title number SYK550568.
"Third Party Rights";	all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the property register of title numbers SYK455378 and SYK550568 and in particular the covenants and conditions contained in the Superior Lease.
"VAT";	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
"1954 Act";	Landlord and Tenant Act 1954.

- 1.2 A reference to this "lease", except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to its successors in title and assigns. A reference to a "guarantor" is a reference to a guarantor includes a reference to the any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a "fair proportion" is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

- 1.5 The expressions "**landlord covenant**" and "**tenant covenant**" each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the "**Common Parts**", the "**Estate**", a "**Lettable Unit**" and the "**Property**" are to the whole and any part of them or it.
- 1.7 The expression "**neighbouring property**" does not include the Estate.
- 1.8 A reference to the "**term**" is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.9 A reference to the "**end of the term**" is to the end of the term however it ends.
- 1.10 References to the "**consent**" of the Landlord are to the consent of the Landlord given in accordance with clause 39.4 and references to the "**approval**" of the Landlord are to the approval of the Landlord given in accordance with clause 39.5
- 1.11 A "**working day**" is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.15 Unless the context otherwise requires, where the words "include(s)" or "including" are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.16 A "person" includes a corporate or unincorporated body.
- 1.17 References to "writing" or "written" do not include email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets with full title guarantee (but subject to the limitations contained in clause 41) the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 2.3.1 the Annual Rent and all VAT in respect of it;
 - 2.3.2 all interest payable under this lease; and
 - 2.3.3 all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the "Rights"):
 - 3.1.1 the right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period;
 - 3.1.2 the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease

- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 29.1
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1.1, the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced
- 3.7 In exercising the rights mentioned in clause 3.1.1 and 3.1.2, the Tenant shall cause as little inconvenience and damage to the Common Parts and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts by reason of the Tenant exercising that Right.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
 - 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - 4.1.2 the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or

constructed hereafter during the term; the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;

- 4.1.3 at any time during the term, the full and free right to develop any part of the Estate (other than the Property) or any part of the Common Parts over which rights are expressly granted by this deed and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
 - 4.1.4 the right to erect scaffolding at the Property or on the Estate and attach it to any building on the Property in connection with any of the Reservations;
 - 4.1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- and
- 4.1.6 the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1.1 are exercised.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

- 4.2.1 to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- 4.2.2 for any other purpose mentioned in or connected with:
 - 4.2.2.1 this lease;
 - 4.2.2.2 the Reservations; and
 - 4.2.2.3 the Landlord's interest in the Property or the Estate.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

- 4.5.1 physical damage to the Property; or
- 4.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by annual instalments in advance on the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first payment of Annual Rent for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date shall be made on the date of this lease

7. SERVICES

7.1 The Landlord will use its reasonable endeavours to supply the Services in accordance with the service standards specified in the Second Schedule but the Landlord shall not be liable for any failure or delay caused by industrial disputes shortage of supplies inclement weather and any other causes beyond the control of the Landlord. In particular the Landlord shall not be required to replace or repair any parts of the interior of the Property damaged or

destroyed (otherwise than by an Insured Risk) caused by a deliberate act or any negligence on the part of the Tenant or anyone at the Property with the Tenant's authority

7.2 The "Services" are:

- 7.2.1 cleaning, maintaining and repairing the Common Parts including all Service Media forming the Common Parts;
- 7.2.2 lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;
- 7.2.3 cleaning maintaining repairing and replacing following parts of the Property:-
 - a. The fixed electrical systems.
 - b. The fire alarms.
 - c. The fire extinguishers.
 - d. The gas supply and equipment.
 - e. The structure of the building on the Property including the roof and roof surfaces the external and structural walls and the foundations of the building.
- 7.2.4 cleaning and maintenance of the water system serving the property with a view to preventing the spread of legionella.
- 7.2.5 cleaning maintenance and servicing of the gas and electrical systems at the Property.
- 7.2.6 the decoration of all external parts of the Property which are normally decorated or treated at such times during the term as the Landlord shall (acting reasonably) consider necessary.
- 7.2.7 maintaining the landscaped and grassed areas of the Property.

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property and the Common Parts insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 8.2 The Landlord's obligation to insure is subject to:
 - 8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

8.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall:

- 8.3.1 give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- 8.3.2 not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- 8.3.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- 8.3.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- 8.3.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- 8.3.6 pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

8.4 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property or the Common Parts to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property or the Common Parts, as the case may be. The Landlord shall not be obliged to:

- 8.4.1 provide accommodation or facilities identical in layout or design to the previously at the Property or the Common Parts is provided; or
- 8.4.2 repair or rebuild the Property or the Common Parts after a notice has been served pursuant to clause 8.5 or clause 8.6.

8.5 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

8.6 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

9.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

9.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

9.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. VAT

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. DEFAULT INTEREST AND INTEREST

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13. COSTS

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

13.1.1 the enforcement of the tenant covenants of this lease;

13.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

13.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

13.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; and

13.1.5 any consent or approval applied for under this lease, whether or not it is granted.

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

16. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17. ASSIGNMENTS

The Tenant shall not assign the whole of this lease except with the prior consent of the Landlord such consent not to be unreasonably withheld

18. UNDERLETTINGS

The Tenant shall not underlet the whole or any part of the Property without the consent of the Landlord such consent not to be unreasonably withheld

19. SHARING OCCUPATION

19.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

19.2 The Tenant may share occupation of the Property with any person or organisation which is either in receipt of respite care or providing respite care provided that no relationship of landlord and tenant is established by that arrangement. and for the avoidance of doubt the existence of a Service Level Agreement dated 26th May 2009 between the Tenant and St Anne's Community Services for the purpose of provision of specialist respite support from the Property for a period of 3 years up to 31st March 2012 with an option to extend for a further 2 years thereafter shall be deemed not to be in breach of this provisio

20. Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

21 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

21.1 In this clause a "Transaction" is:

21.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

21.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

21.1.3 the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the

relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

21.3.1 give the Landlord's solicitors notice of the Transaction; and

21.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

21.3.3 pay the Landlord's solicitors a registration fee of £30 (plus VAT).

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

22 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term and notwithstanding that the term has ended, the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

23. REPAIRS

23.1 Subject to the provision of the Services by the Landlord the Tenant shall keep the interior of the Property clean and tidy and in good repair and condition.

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

23.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or

23.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

23.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary.

24. DECORATION

24.1 The Tenant shall decorate the inside of the Property not less than every five years and also in the last three months before the end of the term (however it ends).

24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

24.3 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

25 ALTERATIONS

25.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld

24.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

25.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26. SIGNS

26.1 In this clause "Signs" include signs, fascia, placards, boards, posters and advertisements.

26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate

to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.

26.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

27. RETURNING THE PROPERTY TO THE LANDLORD

27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

27.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

28 USE

28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use except with the prior consent of the Landlord such consent not to be unreasonably withheld

28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.

28.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

29 MANAGEMENT OF THE ESTATE

29.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.

29.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

30. COMPLIANCE WITH LAWS

30.1 The Tenant shall comply with all laws relating to:

30.1.1 the Property and the occupation and use of the Property by the Tenant;

30.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

30.1.3 any works carried out at the Property; and

30.1.4 all materials kept at or disposed from the Property.

30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

30.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:

30.3.1 send a copy of the relevant document to the Landlord; and

30.3.2 in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 30.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 30.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 30.6 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.30.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 30.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 31.1 The Tenant shall not grant any right or licence over the Property to any person.
- 31.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- 31.2.1 immediately give notice to the Landlord; and
- 31.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 31.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate.
- 31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of

access to the Property or the Estate is enjoyed with the consent of any third party.

31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

31.5.1 immediately notify the Landlord; and

31.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

32 REMEDY BREACHES

32.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

32.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

32.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

33. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

34. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have

quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

35. GUARANTEE AND INDEMNITY

35.1 The provisions of the First Schedule apply.

35.2 If any of the events mentioned in clause 36.1.3 occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 36.1.4 occurs in relation to one or more individuals that is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

35.3 clause 36.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

35.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

36. CONDITION FOR RE-ENTRY .

36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

36.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

36.1.2 any breach of any condition of, or tenant covenant, in this lease;

36.1.3 where the Tenant or any guarantor is a corporation,

36.1.3.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

36.1.3.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or

36.1.3.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or the guarantor; or

36.1.3.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or

36.1.3.5 the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

36.1.3.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or

36.1.3.7 the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or

36.1.3.8 the Tenant or guarantor otherwise ceasing to exist,

36.1.4 where the Tenant or any guarantor is an individual:

36.1.4.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

36.1.4.2 the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

37. LIABILITY

37.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

37.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the

failure and the Landlord has not remedied the failure within a reasonable time.

38 ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

381.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

38.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

38.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.

38.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

39 NOTICES, CONSENTS AND APPROVALS

39.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

39.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

39.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

39.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

39.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

39.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

39.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

39.5.1 the approval is being given in a case of emergency; or

39.5.2 this lease expressly states that the approval need not be in writing.

39.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

40 GOVERNING LAW AND JURISDICTION

40.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

40.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims) except any disputes relating to the Services and the Service Charge which shall be determined in accordance with clause 40.3.

40.3 If there is any dispute between the parties relating to the Services the matter shall be referred to the determination of a chartered surveyor who shall act as an expert. ("Expert"). The Expert shall be appointed by agreement between the Landlord and the Tenant and in the absence of an agreement within two weeks of a request in writing from either party to the other to agree an appointment either party may refer the appointment to the president or other most senior available officer of the Royal Institution of Chartered Surveyors (the "President"). The Expert shall:-

40.3.1 Give the Landlord and the Tenant an opportunity to make written representations to him and to make counter representations commenting upon the representations of the other party but shall otherwise determine the procedure to be adopted; and

40.3.2 Not to be entitled to award the rectification setting aside or cancellation of this lease or any other deed or document; and

40.3.3 Serve his award on both the Landlord and the Tenant which shall be deemed to be made on the date on which he serves a copy of the award on the Landlord and the Tenant and if the award is served in the Landlord and the Tenant on different dates then the later of the two dates on which the award is served; and

4.3.4 determine the costs of his appointment and any Counsel's fees incurred and state whether it shall be payable by the Landlord or the Tenant or the proportions in which his fees and costs shall be payable. If he does not make a direction as to costs then each of the Landlord and Tenant will bear the costs equally. The parties shall otherwise bear their own costs.

40.1.5 Deal with the determination of the dispute promptly and if he shall fail to do so or die or become incapable the parties may apply to the President to appoint another person to act as the Expert

41 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1994

41.1 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act"):-

41.1.1 All matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Tenant for the purposes of Section 6(2)a of the Act notwithstanding Section 6(3) of the Act; and

41.1.2 For the purposes of Section 3 of the Act the Landlord shall not be liable in respect of any rights or encumbrance affecting the Property that it does not know about; and

41.1.3 The cost of further assurance contained in Section 2 of the Act shall be born by the Tenant.

42 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

43 LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995. The Tenant covenants with the Landlord to observe and perform the tenants covenants in the Superior Lease except the covenant for the payment of rent.

44 SUPERIOR LEASE

The Tenant covenants with the Landlord to observe and perform the Tenant covenants in the Superior Lease except the covenant for the payment of rent insofar as they relate to and affect the Property

45. TENANTS OPTION TO ACQUIRE OPTION PROPERTY

45.1 The Landlord hereby grants to the Tenant the right to acquire Option Property during the Option Period by serving an Option Notice on the Landlord

45.2 The Option may only be exercised in respect of the whole of the Option Property and not in respect of party only of it

45.3 By exercising the Option the Tenant will be acknowledging that the Landlord has given the Tenant the opportunity to inspect survey and carry out investigations as to the condition of the Option Property and that the Tenant has formed its own view as to the condition and suitability of the Option Property for the Tenant's purposes

45.4 On the Option Date the parties will enter into the deed in the form contained in the fourth schedule

45.5 If the Tenant does not exercise the Option the Landlord and the Tenant will at the expiry of the Contractual Term enter into the deed of variation relating to the Superior Lease in the form contained in the fifth schedule

45.6 Upon the exercise of the Option the Part 1 Conditions will be incorporated into this deed insofar as they :-

- a) apply to a sale by private treaty
- b) relate to leasehold and freehold property
- c) are not inconsistent with the other clauses in this lease and
- d) have not been modified or excluded by any of the other clauses in this lease

45.7 Upon exercise of the Option the Part 2 Conditions will not be incorporated into this lease

45.8 The following Conditions are amended:-

a) Condition 1.13 (b) so as to read "in the case of the Landlord, even though a mortgage remains secured on the Option Property, if the amount to be paid on completion enables the Option Property to be transferred free of all mortgages (except those to which the sale is expressly subject) or of the Landlord produces reasonable evidence that this is the case)

b) Condition 9.1.1 so as to read "if any plan or statement in the lease, or in written replies raised by the Tenant's conveyance before the date of this lease, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows"

45.9 The following Conditions shall not apply

a) Conditions 1.1.4 (a) and 1.3;

b) Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3

c) Conditions 6.1, 6.2, 6.3.1, 6.4.2 and 6.6.2 ; and

d) Conditions 7.1.2, 7.1.3 and 7.1.4 (b)

45.10 The Tenant will not be entitled to refuse to complete or delay completion of either of the deeds specified in the fourth and fifth schedules hereto due to an event occurring after the exercise of the Option that results in :-

a)_ any damage to the Option Property or any part of it; or

b) any deterioration in the Option Property's condition

45.11 The Owner's title to the Option Property has been deduced to the Tenants before the date of this agreement which are comprised in title numbers specified in prescribed clauses LR2.1 and the Tenant is deemed to have full knowledge of the Landlord's title to the Property and is not entitled to raise any objection enquiry requisition or claim in relation to it save for any entries on the registers of title number SYK 455378 after the 23rd November 2010 12:20:18 and in respect of title number SYK 550568 after the 23rd November at 12:18:17

45.12 The Tenant will pay the Landlord's reasonable legal and surveyor's costs and disbursements (on a full indemnity basis including any irrecoverable VAT) incurred in connection with the completion of the deeds specified in the fourth schedule and the fifth schedule on the completion of either of the said deeds

45.13 Completion will take place on the Option Date

45.14 If the Option is not exercised in accordance with the terms of this clause then within 10 working days after the expiry of the Option Period the Tenant will remove all entries relating to the Option registered against the Landlord's title to the Option Property

45.15 On the exercise of the Option the Landlord will transfer the Option Property free from incumbrances other than:-

45.15.1 Any matters common other than any financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry as at 23rd November 2010

45.15.2 Any matters discoverable by inspection of the Property before the date of exercise of the Option Property

45.15.3 Any matters which the Landlord does not know about

45.15.4 Any matters other than any charges which would have been disclosed by searches and enquiries which a prudent buyer would have made before exercising the Option

45.15.5 Public requirements

45.15.6 Any matters which are unregistered interests which override registered dispositions under the Land Registration Act 2002

45.15.7 All matters contained in the Superior Lease

45.15.8. The Tenant is deemed to have full knowledge of the matters referred to in clause

45.15.7 and will not raise any enquiries objections requisitions or claim in respect of any of them

45.16 On completion of the transfer of the Option Property the Landlord will procure that its Solicitors will contemporaneously provide the Tenant with a signed and dated form of certification addressed to the Land Registry in or substantially in the format below or such other reasonable format as shall at the relevant time be sufficient to satisfy the restriction at entry number 2 of the Proprietorship Register of Title Number SYK550568 so as to facilitate registration of the Tenant as proprietor of the Option Property free of such restriction:

"As Solicitors for South Yorkshire Housing Association Limited which has today transferred (inter alia) its title in land comprised in Title Number SYK550568 to Barnsley Metropolitan Borough Council we certify that the property so transferred is not a social housing dwelling

and that the provisions of Section 172 Housing and Regeneration Act 2008 do not apply to the disposition”

46 Landlords covenants in relation to the Property

The Landlord will not during the Option Period charge or create any other encumbrance affecting the Property without the consent of the Tenant such consent not to be unreasonably withheld or delayed. For the avoidance of doubt consent will be granted for the following:-

a) any easement over the Property reasonably necessary to grant rights in favour of a utility supplier; and

b) any financial charge provided the Landlord gives an assurance satisfactory to the Tenant (acting reasonably) that the said charge will be discharged if the Option is exercised

47. Charities Act 1993

The Property and the Option Property is held by or on behalf of the Landlord an exempt charity

IN WITNESS WHEREOF this document has been executed and delivered as a lease on the dates dated in prescribed clause LR1.

The First Schedule

Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

1.1.1 pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the "**Authorised Guarantee Agreement**") and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

1.2.1 to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and

1.2.2 to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

2.2.1 any time or indulgence granted by the Landlord to the Tenant; or

2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

- 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- 2.2.9 without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- 2.2.10 the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release under seal of the Guarantor by the Landlord.

- 2.3 The liability of each of the persons making up the Guarantor is joint and several.
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
 - 3.2.1 the variation is material or prejudicial to the Guarantor; or

3.2.2 the variation is made in any document; or

3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

4.2.2 be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and

4.2.4 otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- 5.1.1 the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- 5.1.2 the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. OTHER SECURITIES

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

The Second Schedule

Definitions of day to day cyclical and major repairs and timescales for repair and servicing of equipment

Repairs and Maintenance Service:

1. Policy

1.1 The Landlord provides responsive repairs and planned maintenance service for the benefit of its customers and tenants.

We aim to maintain a quality service and fulfil legal and statutory obligations and complete all responsive repairs on the first visit within our stated performance times whilst providing value for money. This service should be available equally to ALL TENANTS and internal customers.

The Landlord will ensure that we are able to measure its performance in terms of response times and the overall efficiency and effectiveness of the service and standards of workmanship.

The Property Services Department of the Landlord will provide a "Property Management/Repairs" Manual which will provide a comprehensive guide to the Landlord policies and procedures. The manual will be scheme/agency specific and will be divided into a number of sections and cover different work areas. It will outline the Association's and project responsibilities for maintenance and service delivery.

2. Repair Categories

2.1 Day to Day Repairs

Day to Day repairs are responsive repairs normally reported by the tenant or project workers. Each consists of a one-off repair to something that is broken, damaged or a service facility, which is not working properly. Works are carried out within pre-defined repair priorities as detailed below.

2.2 Void Repairs

Void repairs are repairs, which are carried out to the Landlord vacant stock when there is a change of tenancy. We aim to process empty properties in an efficient and

timely fashion in order to reduce costs and to assist early choices for our prospective tenants on the waiting list. We will also make sure that the works to make the properties ready for letting are carried out to a high standard as detailed in the void management procedure. The works are procured using the schedule of rates and may include a number of repairs being carried out within pre-defined completion times as detailed in the void management procedure.

Void Repair Response Times:

- Works up to £500-five working days
- Works between £500 and £1000-ten working days
- Works over £1000-fifteen working days.

In the case of Agency and Care Schemes the staff need to confirm in writing that the property is void. If the Association agrees that as a result of the condition of the void it is not lettable then the procedure in terms of void management and response times will be implemented.

2.3 Servicing Works

This is routine preventative maintenance work that is carried out to prevent failure of appliances. This may also be as a result of statutory requirements or for areas of high risk. Examples are the servicing of gas, lifts, fire alarms, emergency lighting, protection equipment and water treatment. We aim to regularly service all those appliances, which require routine maintenance in order to keep them in the best condition, to comply with current legislation, and to maintain satisfactory performance. We do this, following manufacturer recommendations and to comply with Health & Safety regulations, statutory regulations, registration requirements and recommended good practice.

Where applicable weekly/monthly monitoring checks for Health & Safety (e.g. fire alarms, emergency lighting, and water temperature etc) is the responsibility of the Agency staff or Care Project managers.

Detailed servicing schedules and guidance will be included within the scheme specific repair manual.

2.4 Cyclical Work

Cyclical maintenance works are works, which are carried out on a regular planned cycle basis. Essentially this includes cyclical external decoration programmes for the Association stock. External decoration is currently carried out on the basis of a 6 yearly rolling programme.

Cyclical maintenance programmes will be notified in advance with a minimum of 4 weeks notice in writing before work commences.

Gardening and Landscaping will be carried out by SYHA Property Services Department under a service charge . The responsibility for gardening and landscaping maintenance, which results from a tenant or project's neglect, will become the responsibility of the management organisation/agency. (Estate based properties may occasionally be serviced by the Major landlord).

2.5 Stock Improvement Programme

The Stock Improvement Programme is a programme of investment works to improve the condition and the quality of the Associations stock and to ensure that our properties are brought up to a minimum standard to comply with the Decent Homes Standard and Care Standards. This will include the quality of fixtures and fittings, layout and decent standard of repair. We aim to produce an investment plan annually working in co-operation with tenant groups, Housing Management, Agency and Care staff, incorporating neighbourhood planning and within the Associations overall Asset Management Strategy. Our properties will be improved where appropriate through the Asset Management Strategy and completed to the same high standard and specification as our new build and refurbished homes. The standards will include the best principles of "Affordable Warmth" energy recommendations and will be delivered within programme and budget.

Programmes of work will be notified in advance and the Association will give at least 4 weeks notice in writing before any work commences.

For properties where the Association has a limited legal interest we will not be responsible for stock improvement. We will not plan improvements within that period.

3. Repair Priorities for Day to Day repairs

3.1 South Yorkshire Housing Association has identified and defined repair priorities. These are as follows:

- **Emergency Repairs Status 1 (To be dealt with within 24 hours)**

- An emergency is defined as something, which could not have been foreseen, and which could cause danger to health, resident's safety, or serious damage or destruction to property.

Emergency call out contractors will normally "make safe" to enable full and proper repairs to be undertaken during normal working hours.

Typical works include:

- Severe roof leaks-subject to the weather.
- Burst pipes.
- Blocked drains.
- Blockage of the only toilet.
- Loss of electrical power or light.
- Loss of gas or heating in cold or severe weather where there is no other form of heating available.
- Security of a property i.e. boarding up.

The Association recognise that older or more vulnerable tenants may need special consideration in certain circumstances.

- **Urgent Repairs Status 2 (To be dealt with within 5 working days)**

These are repairs, which materially affect the comfort or convenience of the tenant or occupier.

Examples include:

- Partial loss of electrical power or light
- Unsafe power ,lighting socket or electrical fitting
- Partial loss of water or gas supply

- Loss or partial loss of space or water heating
- Blocked or leaking drains or soil stack
- Leak from water or heating pipe, tank or cistern
- Leaking roof
- Repairs which need completion following emergency works being carried out

Routine Repairs Status 3 (To be dealt with within 20 working days)

These are less urgent repairs and will be attended to within 20 working days.

Examples include

- Brickwork and fencing
- Paving etc.

- 3.2 The Association has adopted the National Housing Federation Schedule of Works and orders are raised on the Property Maintenance repairs system using the pre-defined codes and designated response times. The Officers and Co-ordinators of the Association have the authority to over-ride the response times subject to mitigating circumstances and within their financial limits.

The orders raised are checked via the "daybook" and authorised on a daily basis by the Property Services Manager, Senior Property Services Officer or a Property Services Officer prior to the orders being printed and sent to the contractors.

- 3.3 The Association uses a select list of approved contractors who carry out the work on behalf of the Association. The day to day repairs have been tendered and the Association has now entered into a "Measured Term Contract" with primary contractors who are contracted to work against the costs of the Schedule of Rates plus an up-lift. Performance targets are incorporated within the contract to ensure continuous improvement in the quality of service provided by the primary contractors. The primary contractors (Nu Gas (Barnsley) Ltd, A.Baldwin & Co, DSO or GMT) should be used in the main although specialist contractors may be used from the approved list in certain circumstances where the works/ services are of a specialist nature.

- 3.4 The Property Services Manager has overall responsibility for dealing with Day to Day repairs via the Property Maintenance team and within the Associations Standing Orders.

The responsibilities include the following:

- Identifying repairs and defects.
- Taking repair requests from tenants, housing officers or project workers using the Association's **freephone number 0800 1380 380**, by letter or other mode of request.
- Inspection of repair requests -see Inspection policy and procedure.
- Ordering of works with contractors.
- Post inspection of repair works.
- Authorising payment of invoices.
- Monitoring of work and performance response times.

4. Performance Monitoring

- 4.1 It is the Property Services Manager's responsibility to prepare statistics to monitor the performance and quality of the Day to Day responsive repairs service, including feedback from Agencies. Response times are monitored against the target date and actual completion and the primary contractors are monitored monthly to compare performance. Monthly contract meetings should be held to review performance of the primary contractors with reports prepared quarterly for the "Performance Review and Strategy team" and the Board of Management.

Emergency Repairs (Out of Hours Service)

1. Policy

The Landlord operates an "emergency" out of hours repairs service which is administered by the Association's own Direct Services Organisation. Its aim is to deal with emergency repairs, which occur outside normal office hours.

It is available out of normal office hours Monday to Friday 5.00pm till 9.00am and all day weekends and bank holidays. The freephone telephone number is **0800 1380 580**.

The Landlord will ensure that there are sufficient contractors on call to deal with the service and ensure that all Agency and Care Project staff are fully conversant with the operation of the out of hours service and procedure.

2. Reporting an Emergency Repair

If in the event of an "emergency" the tenant/Agency must make every effort to contact the Landlord or the Emergency Out of Hours Service immediately. However if the service is not available or the Landlord fails to respond to the repair within the agreed timescale, the tenant/Agency may make reasonable immediate arrangements to eliminate the hazard. The tenant/Agency will inform the Landlord in writing with full details of the nature of the emergency, what efforts were made to contact the Landlord and what works were carried out. The Landlord will consider what action to take in the circumstances and may meet the cost of such works unless it has resulted from any act or omission of the tenant or agency. Examples of what constitutes emergency and response times are defined in schedule 7 of the management agreement.

3. Gas Safety

- 3.1 In the event of a Gas leak the tenant, management organisation or Agency **MUST** immediately turn off the gas supply at the meter and contact Transco on **0800 111 999** who will attend to disconnect the supply to make safe. The tenant, management organisation or Agency must then notify the Association immediately of the situation so that a repair can be arranged with the Association's contractors.

SCHEDULE 3

The Option Notice

TO: South Yorkshire Housing Association Limited/Successor in title at address fax number : For the attention of (position) (such other person/fax number/for the attention of such other person as was last notified in writing by the Landlord or its successor in title)

By Hand

By pre-paid first class post (by hand by post or by recorded delivery)

Pursuant to the option ("Option") comprised in a lease dated the 2011 and made between South Yorkshire Housing Association Limited (1) Barnsley Metropolitan Borough Council (2) relating to land and buildings at Silver Street Barnsley comprised in title numbers SYK455378 and SYK550568

Barnsley Metropolitan Borough Council/successor in title gives South Yorkshire Housing Association Limited/successor in title notice of the exercise of the Option contained in the lease to acquire the Option Property on the terms set out in the lease

Date

Signed by

For and on behalf of

SCHEDULE 4

Deed of surrender and re-grant

Schedule 5

Deed of Variation

BARNSELY METROPOLITAN BOROUGH COUNCIL (1)

SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED (2)

DEED OF SURRENDER AND RE-GRANT

relating to land and buildings at Silver Street Dodworth Barnsley South Yorkshire S75 3NP

Taylor&Emmet LLP
S O L I C I T O R S

**20 Arundel Gate
Sheffield
S1 2PP**

Telephone: 0114 218 4052

Fax: 0114 218 4227

Email: Vincent.green@tayloremmet.co.uk

VG/1160-1621-6

17 October 2011

THIS DEED OF SURRENDER AND RE-GRANT is made the

2011

BETWEEN :-

1. Landlord: BARNSELY METROPOLITAN BOROUGH COUNCIL of Town Hall Barnsley South
Yorkshire S70 2TA

2. Tenant: SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED incorporated and
registered in England and Wales with company number R20165R whose registered office is at 43-
47 Wellington Street Sheffield S1 4HF

1. Interpretation

"Freehold Land" means the land formerly known as 36 Silver Street Dodworth Barnsley which is
comprised within title number SYK455378

"Lease" means the lease dated the 20th March 2008 and made between the Landlord (1) the
Tenant (2) which is registered at the Land Registry with title number SYK550568

"New Lease" means the form of lease in respect of the Property contained in the Schedule hereto

"Plan" means the plan attached to this deed

"Property" means land fronting Silver Street Dodworth more particularly described in clause 1 of
the New Lease

"Surrender Property" the respite unit known as "The Brambles" Silver Street Barnsley S75 3NP
being that part of the Property comprised in the Lease as was demised by a lease dated
2011 and made between the Tenant (1) the Landlord (2)

1.2 A reference to the **"Landlord"** includes a reference to the person entitled to the immediate
reversion to this lease. A reference to the **"Tenant"** includes a reference to its successors in title and
assigns.

1.3 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for
the time being, taking account of any amendment, extension, application or re-enactment and
includes any subordinate laws for the time being in force made under it and all orders, notices,
codes of practice and guidance made under it

1.4 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed

1.5 Clause, Schedule and paragraph headings do not affect the interpretation of this deed

2. Surrender

2.1 In consideration of the grant of the New Lease the Tenant surrenders and yields up to the Landlord with full title guarantee all its estate interest and rights in the Surrender Property and the Landlord accepts the surrender

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the lease

3. Transfer of Freehold Land

3.1 For the consideration referred to in clause 2.1 hereof the Tenant with full title guarantee transfers the Freehold Land to the Landlord

3.2 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act"):-

3.2.1 All matters now recorded in registers open to public inspection are to be considered to be within the actual knowledge of the Landlord for the purposes of Section 6 (2) (A) of the 1994 Act notwithstanding Section 6 (3) of the 1994 Act; and

3.2.2 The Tenant shall not be liable in respect of any right or encumbrance affecting the Freehold Land which it does not actually know about for the purposes of Section 3 of the 1994 Act; and

3.2.3 The cost of further assurance contained in Section 2 of the 1994 Act shall be borne by the Landlord

4. Grant of New Lease

The Landlord with full title guarantee hereby grants to the Tenant the New Lease

5. Third Party Rights

A person who is not a party to this deed shall not have any rights under or in connection with it



DATED _____

BARNSELY METROPOLITAN BOROUGH COUNCIL

to

SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED

LEASE

of land fronting Silver Street Dodworth Barnsley South Yorkshire

Premium: Nil
Rent p.a.: One Peppercorn
Term: Beginning on and including 14 April 2024 and ending on
19 March 2133

A.C. Frosdick LL.B.Dip LG
Borough Secretary
Town Hall
Barnsley
S70 2TA

LR1	
LR2 Title Number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this Lease is granted. Leave blank if not registered.</i></p> <p>SYK 544455</p> <p>LR2.2 Other title number(s) <i>Existing title number(s) against which entries of matters referred to in LR9 LR10 LR11 and LR13 are to be made.</i></p> <p>None</p>
<p>LR3 Parties to this Lease <i>Give full names, addresses and company's registered number, if any, of such of the parties. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Barnsley Metropolitan Borough Council Town Hall, Barnsley, S70 2TA</p> <p>Tenant South Yorkshire Housing Association Limited, 43-47 Wellington Street, Sheffield, S1 4HF</p> <p>Other Parties None</p>
<p>LR4 Property <i>Insert a full description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this Lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this Lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.</p> <p>Land fronting Silver Street, Dodworth, Barnsley more particularly described in Clause 1 of the Lease</p>
<p>LR5 Prescribed statements etc. <i>If this Lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this Lease.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>Clause 6</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:</p>

<p>LR6 Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term is as follows:</p> <p>Beginning on and including 14 April 2024 and ending on 19 March 2133</p>
<p>LR7 Premium <i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>Nil</p>
<p>LR8 Prohibitions or restrictions on disposing of this Lease <i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provisions.</i></p>	<p>This Lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9 Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
<p>LR10 Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p>	<p>None</p>

<p>LR11 Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>Clause 1</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>Clause 1</p>
<p>LR12 Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the rentcharge.</i></p>	<p>None</p>
<p>LR13 Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 of the Land Registration Rules 2003.</i></p>	<p>The parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p> <p>None</p>
<p>LR14 Declaration of trust where there is more than one person comprising the tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	

2. THE Lessee HEREBY COVENANTS with the Council as follows:-

(1) To pay the reserved rent (if demanded)

(2) From the Commencement Date to pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the owner or occupier of the demised property and any buildings thereon (except only such as the owner is by law bound to pay notwithstanding any contract to the contrary) including any Value Added Tax payable by the Lessee

(3) To take all necessary steps to prevent any encroachment upon the demised property or the acquisition by an owner of land outside the boundaries of the demised property of any new rights of light air passage drainage support or other easement over upon or under the demised property and to give notice to the Council of any threatened encroachment or attempt to acquire any such easement which would affect the legal estate of the Council in the demised property

(4) To pay all proper expenses (including solicitors costs and surveyors fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(5) To indemnify and keep indemnified the Council from and against (a) all liability in respect of loss damage actions proceedings suits claims demands costs and expenses arising from any injury to or death of any person damage to any property movable or immovable the infringement disturbance or destruction of any rights easements or privileges or otherwise by reason of or arising in any way directly indirectly out of the state of repair and condition existence or user of the

demised property including any liability whatsoever in respect of any trees or part thereof which may at any time be upon the land hereby demised (including any branches thereof and any roots thereof which may be or grow to be outside the boundaries thereof) during the said term or by reason of any breach non-observance or non-performance of any covenant on the title of the Council to the demised property

(6) To use the demised property solely for social housing but this clause so far as it relates to the provision of rent only shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title or anyone acquiring title from a mortgagee or receiver nor shall such provision be binding in the event that the Lessee is required to dispose of the demised property pursuant to an Act of Parliament

(7) Not to use the demised property or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose or for the purpose of any offensive noisome noxious noisy or dangerous trade business or manufacture or use or permit or suffer the demised property to be used as a public house inn tavern or beershop or for the sale consumption (except private consumption) or distribution of beverages containing alcohol or any other purpose so as to cause any nuisance annoyance damage or inconvenience to the Council their lessees tenants or the owners or occupiers of adjoining or neighbouring property

(8) Not to make or permit or suffer to be made any alterations or additions to the demised property or erect or permit or suffer the erection of any new buildings thereon without the previous consent in writing of the Council to the alterations additions or new buildings proposed and to the plans and specifications

thereof (such consent not to be unreasonably withheld) and to make and construct all such alterations additions and new buildings in conformity with such plans and specifications

(9) Within one month after every approved transfer underlease mortgage or charge by way of legal mortgage of or relating to the demised property or any part thereof to give to the Council's Borough Secretary Town Hall Barnsley S70 2TA a notice in writing thereof specifying the names and addresses of the parties thereto and to pay to the Council the sum of Twenty pounds

(10) That no advertisements bills signs notices or posters shall be displayed or exhibited on any external walls roofs gable ends or fascias or in any windows of any building forming part of the demised property or any walls or fences enclosing the demised property nor shall any hoardings notices notice boards signs or advertisements be erected on any part of the demised property (Provided that the provisions of this sub-clause shall not apply to any sign for sale or to let or any sign advertising the name of the Lessee and the nature of the activities carried on upon the demised property by the Lessee to which the prior written consent of the Council has been given such consent not to be unreasonably withheld) And in the case of any breach of this covenant the Council shall have (in addition to any other remedy) the right at any time without notice to the Lessee or any occupier of the demised property to enter upon the demised property and to remove and destroy at the cost of the Lessee any advertisements bills signs notices posters hoarding or notice boards displayed or erected in breach of this covenant

(11)(a) Not to bring or store upon or permit or suffer to be brought or stored upon the demised property any articles or substances of a dangerous or explosive or specially flammable or combustible nature

(b) Not to cause or permit or suffer any obstructions whatever to any road yard or path which may abut onto or adjoin the demised property

(c) To remove promptly all waste materials and refuse from the demised property

(12) Not (without the previous consent in writing of the Council such consent not to be unreasonably withheld) to erect or permit or suffer to be erected upon or within the demised property any buildings or structures other than permanent buildings or structures (except contractors site offices for use in connection with works authorised hereby) in accordance with Clause 2(6) herein

(13) To pay the costs of abating any nuisance in or upon the demised property pursuant to an order of the relevant local authority at any time during the said term

(14) That all loading and unloading of vehicles shall (where reasonably possible) take place within the boundaries of the demised property

(15)(a) To insure the demised property and any buildings thereon and all additions and alterations thereto forthwith and keep the same insured from loss or damage by fire explosion storm tempest (including lightning) or aircraft (other than hostile) and any articles dropped therefrom in some well established Insurance Office in the full reinstatement value thereof and to pay all premiums necessary for that purpose within fourteen days after the same shall have become due and upon the request of the Director of Finance or other duly authorised agent of the Council

to produce a copy of the policy of such insurance and the receipt for the premium for the then current year Provided that if the Lessee shall at any time fail to keep the demised property insured as aforesaid the Council may do all things necessary to effect and maintain such insurance and any moneys reasonably expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action

(b) In the event of the demised property or any part thereof being destroyed or damaged by any cause whatsoever then and as often as it shall be so destroyed or damaged the Lessee shall forthwith rebuild and reinstate the same in accordance with plans elevations sections and specifications approved in writing by the Council (such approval not to be unreasonably withheld) the Lessee applying all money received by virtue of the aforementioned insurance in making good the loss or damage in respect of which the same shall have been received and making good any deficiency out of the Lessees own moneys

(c) Not to do or permit or suffer to be done anything whereby the present or any future policy of insurance in respect of the demised property may become void or voidable

(16)(a) Not except in accordance with Sub-clause (b) herein to assign underlet or part in any way with or dispose of the benefit of this Lease other than to a Registered Social Housing Provider without the prior written approval of the Tenant Services Authority (if required) and of the Council such approval not to be unreasonably withheld or delayed in the case of the Council However in the event that no other housing associations are identified the Lessee shall be permitted to assign the benefit of this Lease on the open market with the prior written consent of

the Council such consent not to be unreasonably withheld or delayed but this clause and clause 2(16)(b) shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title thereto

(b) Save as permitted in sub-clause (a) above not to sub-let or otherwise part with the possession of the demised property other than by letting individual units within the demised property to residential tenants in the course of the Lessee's duties and responsibilities as a Registered Social Landlord

(17) To keep the demised property and every part thereof and all services thereto in good and substantial repair condition and decoration at all times (including the replacement of any part thereof when necessary) and to maintain all areas of the demised property as shall remain unbuilt upon including any garden to the demised property in a neat and tidy condition throughout the said term to the reasonable satisfaction of the Council and further to be responsible for the repair and maintenance of those boundaries of the demised property as are shown by a 'T' turned inwards on the said plan and the boundary structures on the said boundaries to the like satisfaction of the Council

(18) To permit the Council and their duly authorised agents at any time or times during the term at reasonable times in the day time to enter upon and to examine the state and condition of the demised property and thereupon the Council may serve upon the Lessee notice in writing under the hand of the Council specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within two calendar months after the date of such notice proceed diligently with the execution of such repairs and the cost

thereof shall be a debt due from the Lessee to the Council and be recoverable forthwith by action

(19) To permit the Council their agents and their respective employees and with the consent of the Council) the lessees tenants or occupiers of adjoining premises of the Council with all necessary workmen machinery equipment and materials at all reasonable times during the said term to enter upon the demised property for the purpose of executing repairs or alterations to or upon such adjoining property inconveniencing the Lessee as little as reasonably possible and making good to the reasonable satisfaction of the Lessee any damage thereby caused

(20) Insofar as it is the Lessee's responsibility under the Lease to be responsible for obtaining any planning consent or building regulation approval which may be required at any time during the said term and to comply with all obligations imposed by and do or execute or cause to be done or executed all such works acts deeds matters and things as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the demised property or any part thereof by the Lessee tenant or occupier and in particular but without prejudice to the generality of this clause to comply with all obligations imposed upon the Lessee tenant or occupier under or by virtue of any legislation and at all times to keep the Council indemnified against all claims demand and liability in respect thereof

(21) Insofar as it is the Lessee's responsibility under the Lease forthwith to notify the Council in writing of any notices served by a competent authority and with all due speed to comply with such of the notices as are effective and to keep the

● Council indemnified from and against all actions costs claims demands and liability in respect thereof

(22) To be responsible at the Lessees expense for removing any garages remaining on the demised property after the date of commencement of this Lease

(23) To permit the agents of the Council at any time or times during the final seven years of the said term hereby granted by prior arrangements with the Lessee during the daytime to enter upon the demised property for the purpose of making an inventory of all fixtures then upon the demised property

(24) At the end or sooner determination of the said term to yield up the demised property together with additional buildings erected thereon and all services thereto and all landlords fixtures and fittings in accordance with the covenants on the part of the Lessee herein contained and in all respects to the satisfaction of the Council

(25) Upon making any application hereunder for the consent approval or authority of the Council to pay the administrative charges of the Council for considering and dealing with any such application but without prejudice to the decision in respect of such application

3. THE Council hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants and stipulations contained in this Lease shall and may quietly possess and enjoy the demised property during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

4. IT IS HEREBY AGREED AND DECLARED that:-

- (1) If any covenant on the part of the Lessee herein contained shall not be performed or observed then it shall be lawful for the Council at any time thereafter to re-enter upon the demised property or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to any right of action of the Council in respect of any antecedent breach of the covenants on the part of the Lessee herein contained
- (2) The Lessee shall not acquire or seek to acquire any right of light air way water drainage support or other easement in respect of the demised property which would in any manner diminish obstruct or interfere with the free and unrestricted use either for building or any other purpose of any adjoining or neighbouring property of the Council and these presents shall not be deemed or construed to include any implied grant of any such right as aforesaid
- (3) Nothing contained in this Lease or done hereunder shall affect the powers of the Council as Local Authority Local Planning Authority or in any other capacity whatsoever under or by virtue of any public or local act order regulation bylaw or statutory instrument in operation from time to time in the Borough of Barnsley nor relieve the Lessee from the necessity to obtain all such approvals or consents (in respect of plans or otherwise) as may from time to time be requisite from the Council in any such capacity as aforesaid
- (4) The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease
- (5) Where any consent approval or authority of the Council is required by the Lessee under the terms and conditions hereof application thereof shall be made

(unless otherwise expressly provided herein) to the Borough Secretary of the Council and such consent shall not be unreasonably withheld

(6) The Lessee shall not be entitled to any estate or interest in the soil of any road or footpath adjoining the demised property

(7) (i) The Lessee shall be deemed to have inspected the Planning Register and be deemed to have full knowledge of any planning consents restrictions or conditions affecting the demised property

(ii) The Lessee is satisfied that the demised property is suitable for the permitted use thereof

(iii) The Lessee accepts the demised property in its state and condition at the date hereof

(iv) The Council shall not be liable for or accept any responsibility or claim in respect of adverse site conditions

(8) Except where an organisation is able to provide evidence of exemption all sums payable under or in connection with this Lease in respect of the premium and rent payable or taxable supplies received by the Lessee shall be deemed to be exclusive of Value Added Tax (or any similar tax which shall replace Value Added Tax) and upon the production by the Council to the Lessee of any invoice appropriate to that tax the Lessee shall pay such tax in addition to those sums and the Council shall have the same remedies for non-payment of the tax as if the tax were part of the premium the rent or the supply

(9) The Council shall reserve nomination rights on the said bungalows to be agreed between the Lessee and the Director of Housing Management Services Berneslai Homes Limited or other proper officer for the time being of the Council in

consultation with the Learning Disabilities Board However this clause shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title or anyone acquiring title from a mortgagee or receiver

5. IN this Lease unless inconsistent with the context:-

(a) The expressions "the Council" and "the Lessee" shall include their respective successors in title

(b) Any reference to the title of an officer of the Council shall include any person holding such office from time to time by the same or any title substituted therefor or such other officer of the Council as the Council may from time to time appoint to carry out the duties of the officer referred to

(c) Reference to any statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof and any reference to any rules or regulations made thereunder shall include reference to any rules or regulations from time to time in force

(d) The expression "the demised property" shall include the land hereinbefore described and the buildings thereon together with the boundary walls fences or hedges marked with an inverted 'T' on the said plan and any alterations and additions thereto and any new buildings or structures which may be erected thereon during the said term

6. The demised property will as a result of this Lease be held by or in trust for the Lessee an exempt charity

7. The Council are leasing under the provisions of the Local Government Act 1972 and the Housing Act 1974 and all other powers them enabling

IN WITNESS whereof the Council and the Lessee have caused their respective
Common Seals to be hereunto affixed the day and year first hereinbefore written

THE COMMON SEAL of Barnsley)
Metropolitan Borough Council)
was hereunto affixed in the)
presence of:-)

Authorised Signatory

THE COMMON SEAL of South)
Yorkshire Housing Association Limited)
was hereunto affixed in the presence)
of:-)

DATED

2024

BARNSLEY METROPOLITAN BOROUGH COUNCIL (1)

SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED (2)

DEED OF VARIATION

relating to land and buildings at Silver Street Dodworth Barnsley South Yorkshire S73 3NP

Taylor&Emmet LLP
S O L I C I T O R S

**20 Arundel Gate
Sheffield
S1 2PP**

**Telephone: 0114 218 4052
Fax: 0114 218 4227**

Email: Vincent.green@tayloremmet.co.uk

VG/1160-1621-6

23 November 2010

THIS DEED OF VARIATION is made the

day of

2024

BETWEEN:-

1. **Council** : **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South
Yorkshire S70 2TA and

2. **Lessee**: **SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED** incorporated and registered
in England and Wales with company number R20165R whose registered office is at 43-47
Wellington Street Sheffield S1 4HF

WITNESSES as follows:-

1. Definitions and Interpretation

1.1 In this deed :

“**Property**” means the land and buildings comprised within title number SYK550568 which is more particularly described in and demised by the Lease

“**Lease**” means a lease dated the 20th March 2008 and made between the Council (1) the Lessee
(2)

1.2. Reference to **the Council** includes a reference to the person entitled to the immediate reversion to the Lease. A reference to **the Lessee** includes a reference to the **Lessee** and its successors in title and assigns

1.3 A reference to expressions defined in the Lease has the same meaning in this deed unless the context otherwise requires

2. Background

The parties have agreed that the Lease shall be varied in manner hereinafter appearing

3. Variation

The parties hereto agree and declare that the Lease shall be varied as follows:-

3.1 In clause 3 (3) after the word “**all**” on the first line shall be added the words “**reasonable and**”

3.2 Clause 2 (6) shall be deleted and the following clause shall be substituted therefore

“ 2 (6) to use the demised property solely for the purpose of social housing”

3.3 Clause 2 (15) shall be deleted and the following clauses shall be substituted.

“2 (15)” To insure the Demised Property and any buildings thereon and all additions and alterations thereto and keep them insured from loss or damage by fire lightning explosion impact tempest flood aircraft and other aerial devices (other than hostile) and such other risks as the tenant may reasonably determine and subject to such cover being available with reputable insurers in the insurance market in the United Kingdom subject to such exclusions and qualifications and limitations as the insurers require and to produce on demand to the Landlord evidence of the cover

3.4 Clause 2 (16) shall be deleted and the following clause shall be substituted

“3.16 (a) Not to assign this Lease otherwise than to a registered social landlord without the prior written approval of the Tenants Services Authority (if required) and of the Council such approval not to be unreasonably withheld or delayed in the case of the Council **provided always** that in the event that no other social landlord are identified the lessee shall be permitted to assign the benefit of this lease on the open market with the prior written consent of the Council such consent not to be unreasonably withheld or delayed but this clause and the following sub clause shall not bind a mortgagee of the lessee or any receiver appointed by it or any successor in title to South Yorkshire Housing Association Limited

“3.16 (b) save as permitted in sub clause (a) hereof not to sub let or otherwise part with the possession of the Demised Property otherwise than by letting individual units to residential tenants in the course of the lessee's duties and responsibilities as a registered social landlord

3.5. Clause 2 (17) shall be deleted and the following clause shall be substituted

“2 (17) to maintain and repair those boundaries of the Demised Property as are shown by a “T” turned inwards on the said Plan and the boundary structures on the said boundaries to the reasonable satisfaction of the Council

4. Confirmation of Lease

Subject to the variations contained in this deed the Lease shall continue in all respects

IN WITNESS whereof the parties have executed this document as a deed on the date stated at the beginning of it

The Common Seal of

BARNSLEY METROPOLITAN

BOROUGH COUNCIL

was hereunto affixed in the

presence of :-

Authorised Signatory

The Common Seal of

SOUTH YORKSHIRE HOUSING

ASSOCIATION LIMITED

was hereunto affixed in the

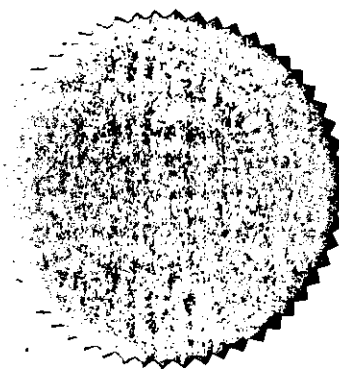
presence of :-

Member of Committee

B. Gayle.

Secretary

R. York

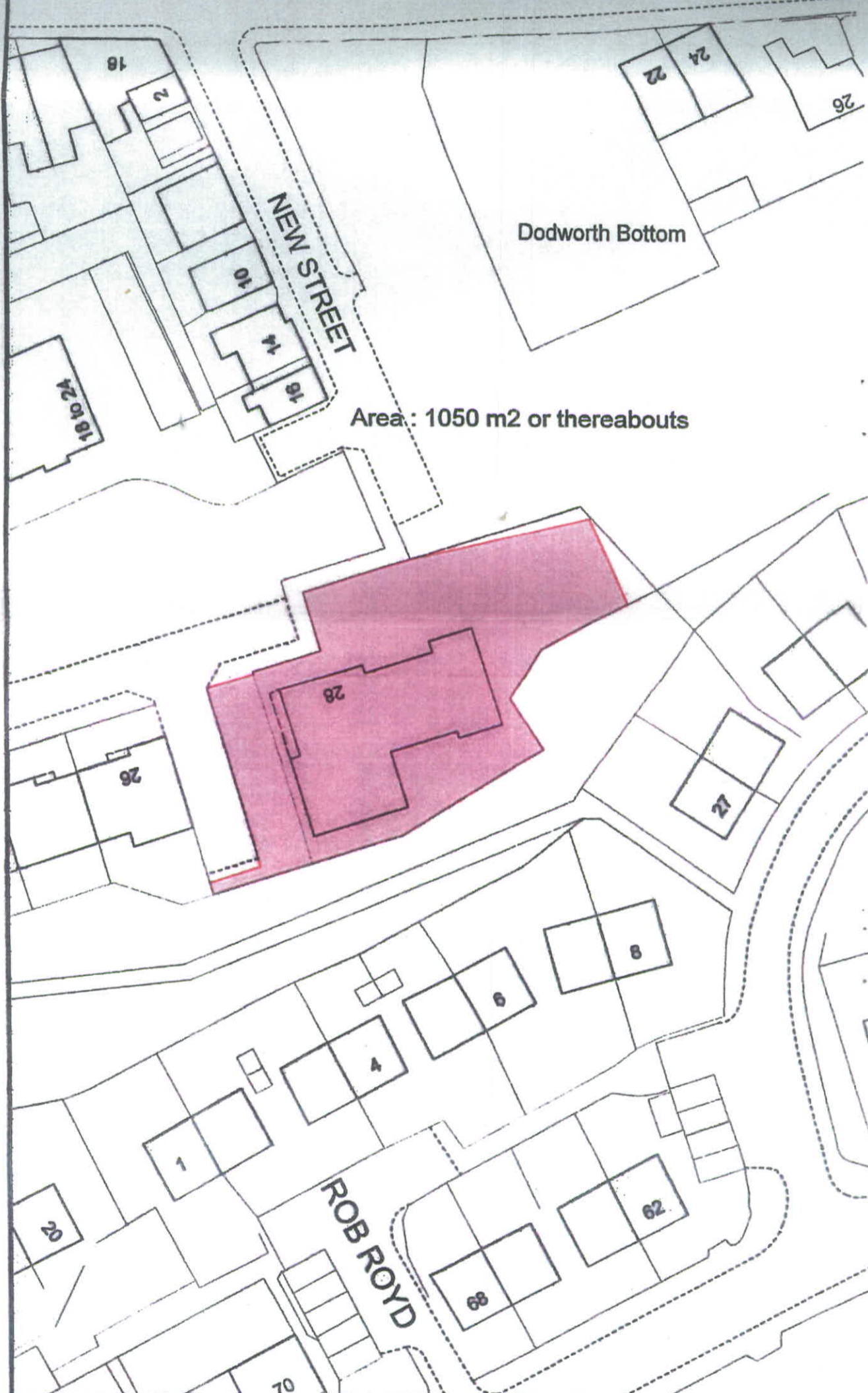




	Project Name : SILVER STREET DODD WORTH
	Drawing Title :
Drawn by : JK1189G Drawn no. : 24/10/2011 Date :	NPS BARNDSLEY LTD P O BOX 504 BARNDSLEY SOUTH YORKSHIRE S78 9DD TEL : 01228 774008 FAX : 01228 774398 EMAIL : enquiries@nps.co.uk
Scale 1: 800	

PLAN REFERRED TO:

DODWORTH



BETWEEN PA + P5

NPS BARNSELY LTD

PO BOX 834
BARNSELY
SOUTH YORKSHIRE S70 6GG
TEL: 01226 774606
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EMAIL: enquiries@nps.co.uk

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Barnsley Metropolitan Borough Council,
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Scale 1: 500

Plan No: SH4840

Date: 25/05/2011

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BARNSELY METROPOLITAN BOROUGH COUNCIL

REPORT OF: Executive Director of Growth & Sustainability

TITLE: Local Authority Housing Fund (LAHF) Round 2 – Acquisition Strategy

REPORT TO:	Cabinet
Date of Meeting	20th September 2023
Cabinet Member Portfolio	Regeneration and Culture Public Health and Communities
Key Decision	Yes
Public or Private	Public

Purpose of report

On 26th July 2023 (26.7.2023/9), Cabinet made a decision to accept funding under the Local Authority Housing Fund (LAHF) Round 2 and to enter into a Memorandum of Understanding (MOU) with the Department for Levelling Up, Housing and Communities (DLUHC) in line with the grant terms and conditions.

This report seeks approval to delegate authority to the Group Leader Estates to enter into negotiations to acquire properties in line with the grant terms and up to the funding envelope. Approval is also required to delegate authority to the Executive Director of Core Services to negotiate, conclude and execute on behalf of the council any document or agreement related to the acquisition of properties linked to this programme.

Council Plan priority

This report addresses the following Barnsley 2030 priorities:

- *Growing Barnsley:* People have a wide choice of quality, affordable and sustainable housing.

Recommendations

That Cabinet: -

1. Approves the required delegations to accelerate the acquisition of suitable properties in line with required project timescales. The required delegations include:
 - Delegated authority to the Group Leader Estates to negotiate the acquisition of suitable properties in line with the grant terms and conditions.

- Delegates authority to the Executive Director of Core Services to negotiate, conclude and execute on behalf of the council any document or agreement required to conclude the property acquisitions.

1. INTRODUCTION

- 1.1 The Local Authority Housing Fund (LAHF) is a capital fund that supports local authorities in England to obtain housing for those who are unable to find settled accommodation on resettlement schemes. The LAHF is aimed at providing a lasting affordable housing asset for the future. The funding will reduce the impact of recent arrivals on existing housing pressures and in the longer term will provide a new and permanent supply of accommodation for local communities, increasing the number of homes in the wider social and affordable housing system.
- 1.2 Round 2 of this programme provided a further £250M of funding: the majority of which will be used to house those on Afghan citizen resettlement schemes currently in bridging accommodation, and the rest used to ease wider homelessness pressures. Barnsley is included in Round 2 and has been offered a grant of £1.040M to increase our social housing supply by 13 units, 12 units for rental and one unit for temporary accommodation. On 26th July 2023 (26.7.2023/9), Cabinet decided to accept this funding and to enter into a Memorandum of Understanding (MOU) with the grant providers, DLUHC.
- 1.3 The MOU was signed on 4th August 2023 and DLUHC will provide the first tranche of grant funding during August 2023. In accepting the grant terms and conditions, the Council has committed to match the capital grant with 60% match (£1,170M in funding and/or land/property). There is thus a pot of up to £1,950M to acquire the 13 additional properties (up to £150k per unit averaged). Revenue funding of up to £20k per property is also available to cover any associated repairs and maintenance costs to bring any acquired properties up to required standards before they are relet.
- 1.4 In line with the grant terms, the additional 13 homes can be acquired, built or existing stock that is currently unavailable for residential let. As such, the council has established a project team to determine opportunities to allocate any new build properties from the current Council Build Projects (where sites are suitably located) and to explore opportunities for the purchase of private homes currently on the open market. An evaluation matrix has been established by the project team to ensure that properties meet both the requirements of the grant and align to the Council's acquisition policy. In summary, officers will be looking to acquire well maintained (and energy efficient) properties with between 2 and 4 bedrooms, in suitable and sustainable locations, and prioritising ex-RTBs on our estates (wherever possible).
- 1.5 There will also be a consultation process in advance of agreeing any potential acquisitions, again linked to the existing acquisition policy. Consultees include Berneslai Homes lettings staff, the local neighbourhood teams, BMBC strategic housing, BMBC Finance and (in the instance of this project) the council's migration, asylum, and refugee officer. Joint property inspections are carried

out by the acquisitions lead and technical officers at Berneslai Homes. The Council's Estates team will also undertake a property inspection and provide a valuation for each property acquisition to confirm the market value and to aid negotiations.

- 1.6 The Council has signed a Memorandum of Understanding (MOU) with DLUHC to drawdown the grant funding and must ensure that we adhere to the terms and conditions of the funding. The grant funding requires the Council to provide a bi-monthly return to DLUHC from October 2023 and have completed the project by 29th March 2024. Specifically, this report is seeking delegated approval for the council's legal and assets team to undertake necessary steps to accelerate the negotiation and acquisition of up to 13 properties in line with the grant terms.
- 1.7 The LAHF is intended to mitigate against pressures on local authority homelessness and social housing resources which arise from the eligible cohort (as defined at section 3.2 of the Prospectus) as sponsorship/family placements/bridging accommodation arrangements come to an end by increasing the provision of affordable housing available to local authorities to support those in the cohort who are homeless, at risk of homelessness, or in bridging accommodation.
- 1.8 As per the Prospectus issued by DLUHC this scheme is focused on Afghans who had been supporting British operations in Afghanistan and the funding is primarily to resettle them, especially those who are currently residing in the bridging accommodation/hotels. Paragraph 2.4 of the MOU says that DLUHC has accepted the Council's plan whereby it would purchase 12 units for rent (+1 temporary accommodation unit) for the Afghan Resettlement Scheme and pay 60% of the purchase price. That may add an asset to the existing housing stock of the Council in the long run. Paragraph 4.4. of the draft MOU presents scope for a change request should there not be any or enough demand for the acquired properties by eligible Afghans. This could allow the council to use these properties for any other purpose relating to its housing needs.

2. PROPOSAL

- 2.1 It is recommended that Cabinet approves the required delegations enabling officers to be fleet of foot in the negotiation and acquisition of up to 13 properties in line with the grant terms and conditions. As highlighted in the cabinet report dated 26th July 2023, the timescales for completing this project are challenging, thus it is essential that there is pre-approval to allow the Council's Estates and legal teams to accelerate the negotiation of required acquisitions as they are identified. This project will increase the provision of affordable homes in the borough, longer term.

3. IMPLICATIONS OF THE DECISION

3.1 Financial Implications

- 3.1.1 Consultations have taken place with representatives of the Director of Finance (S151 Officer).

- 3.1.2 Cabinet approved the acceptance of £1.040M grant funding from the Local Authority Housing Fund: Round 2 on 26th July 2023.
- 3.1.3 The grant funding will be matched with HRA resources to enable the acquisition of up to 13 properties to be held as stock within the HRA.
- 3.1.4 The grant funding allocation has been calculated by government based on a median house price of £0.150M. The estimated match funding requirement from the HRA on this basis will be £1.170M. Total scheme costs are estimated at £2.210M as detailed in the table below.

LAHF Round 2	2023/24
	£M
Property Acquisitions	1.950
HRA Decency Standard Refurbishments	0.260
Total Expenditure	2.210
LAHF Grant - Acquisitions	0.780
LAHF Grant - Decency Upgrades	0.260
HRA Resources	1.170
Total Funding	2.210

- 3.1.5 Cabinet to note any increase in property prices above £0.150M will not be eligible for additional grant and be required to be funded 100% by the HRA.
- 3.1.6 The financial implications of these proposals are summarised in the attached Appendix A.
- 3.1.7 Final approval to proceed with each acquisition will require sign off from the Director of Finance following a satisfactory performance assessment of each proposed acquisition within the Net Present Value model.

3.2 Legal

- 3.2.1 It is proposed that the match funding will come from the Housing Revenue Account. The Council has powers to acquire and provide housing accommodation under Part II of the Housing Act 1985.

3.3 Risks

- 3.3.1 The risks in delivering this project were highlighted to cabinet in the report dated 26th July 2023. In short, project risks are due to the short delivery timeframe, the availability of suitable stock (linked to location and size), the extent of grant made available for both capital and revenue spend (these levels may be insufficient) and the availability of match funding from council resources which are stretched and may not cover the cost of match required to acquire/renovate all 13 properties. Even with the establishment of a dedicated project group, and delegated approval to progress negotiation and acquisition at the earliest opportunity as recommended in this report, there is no guarantee, at this time, that we will be able to deliver all 13 properties by 29th March 2024, and this has been communicated to DLUHC.

3.4 Equality

- 3.4.1 In preparing this report, and the report dated 26th July 2023, due consideration has been given to the councils' statutory Equality Duty to eliminate unlawful discrimination, advance equality of opportunity and foster good relations, as set out in Section 149(1) of the Equality Act 2010. A full Equality Impact Assessment will be undertaken against the Acquisition Policy and specific requirements of this project.
- 3.4.2 DLUHC confirm the LAHF scheme is aimed at increasing the affordable housing supply over the long term. Therefore, no one group is negatively affected by the project.

3.5 Sustainability

- 3.5.1 The sustainability decision-making wheel has been used to assess this project and the overall impacts are positive, particularly around reducing carbon emissions (acquiring new homes and renovating existing stock currently not in use), reducing poverty, and improving health and well-being of our residents.
- 3.5.2 Embedded carbon in the construction of new homes and the supply chain are highlighted as areas of negative impact. However, work is on-going with the procurement team to address how we can build a more sustainable supply chain going forwards. All council build homes are built to the Barnsley Low Carbon Standard and void works in properties will include retrofit measures, making homes more energy efficient.



Figure 1: Sustainability Decision-Making Wheel

3.6 Employee

- 3.6.1 There are no direct employee implications relating to the acceptance of grant, although there is no funding within the grant to cover project management. As such, this has been picked up in addition to core service delivery across Strategic Housing, Assets, Legal and the Safer Barnsley teams.

3.7 Communications

- 3.7.1 There will need to be robust management of the communication around this scheme to ensure that Members and residents of Barnsley are clear of the funding opportunity in increasing the provision of affordable housing in our borough. Communication is particularly important given the implementation of the Council's new Lettings Policy in December 2023 and the current consultation with existing waiting list applicants.
- 3.7.2 Strategic Housing and the Strategic Migration, Asylum and Refugee Officer will work closely with Communication colleagues and Berneslai Homes Neighbourhood Teams to identify and sensitively manage any community tensions linked to property acquisitions and/or tenancy issues.

4. CONSULTATION

- 4.1 Consultations have taken place with the Council's Senior Management Team, Portfolio Leads and Berneslai Homes. There is an evaluation and consultation process within the acquisitions policy to ensure that properties to be purchased align with the Council's strategic priorities, are value for money and would not present any lettings or management challenges for both existing and/or new tenants.
- 4.2 Progress in delivering the outcomes of this project will be presented to the Portfolio Holder for Growth and Sustainability on a quarterly basis.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 **Do not pre-delegate authority to officers to commence the negotiation and acquisition of properties linked to the property.** This is not recommended as it would mean that officers would need to seek individual approvals for each property acquisition, preparing an officer decision report, in advance of being able to engage and agree property purchases. This will create significant delay in being fleet of foot in negotiating on properties and gaining required approvals. Dependent on purchase price, each property would require an officer decision record, signed by either the Head of Housing (on purchases up to £100k), the Service Director for Regeneration and Culture (on purchases up to £250k via a DMT) or the Portfolio Holder for Regeneration and Culture (on purchases over £250k).

6. REASONS FOR RECOMMENDATIONS

6.1 It is recommended that Cabinet approve the recommendations to delegate authority to the Group Leader Estates and the Executive Director of Core Service to accelerate the acquisition of suitable properties in line with tight project timescales.

7. LIST OF APPENDICES

Appendix A: Financial Implications

8. REPORT SIGN OFF

Financial consultation & sign off	Senior Financial Services officer consulted and date. See Appendix A.
Legal consultation & sign off	Legal Services officer consulted and date. Kate Gothard 23/08/23

Report Author: Sarah Cartwright
Post: HOS Strategic Housing
Date: 17/08/2023

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Report of the Executive Director for Growth and SustainabilityFINANCIAL IMPLICATIONSLocal Authority Housing Fund (LAHF) Round 2

	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>TOTAL</u>
	<u>£M</u>	<u>£M</u>	<u>£M</u>	<u>£M</u>
Expenditure:				
Property Acquisitions	1.950			1.950
HRA Decency Standard Refurbishments	0.260			0.260
Total Expenditure	<u>2.210</u>	<u>-</u>	<u>-</u>	<u>2.210</u>
Resources:				
LAHF Grant - Acquisitions	0.780			0.780
LAHF Grant - Decency Upgrades	0.260			0.260
HRA Resources	1.170			1.170
Total Resources	<u>2.210</u>	<u>-</u>	<u>-</u>	<u>2.210</u>

Agreed by:



On behalf of the Service Director-
Finance, Section 151 Officer

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