

Housing and Health Committee

Agenda

Part One

Council Chamber - Town Hall

Wednesday, 5 November 2014 at 7.00 pm

Membership (Quorum – 3)

Councillors

Cllrs Carter (Chair), Mrs Davies (Vice-Chair), Baker, Mrs Henwood, Mrs Hones, Mrs Hubbard, Le-Surf, McCheyne, Parker and Tee

Co-opted Members

Committee Co-ordinator: Claire Hayden (01277 312741)

Additional Information:

Substitutes

The names of substitutes shall be announced at the start of the meeting by the Chair and the substitution shall cease at the end of the meeting.

Substitutes for quasi judicial Committees must be drawn from members who have received training in quasi-judicial decision making. If a casual vacancy occurs on a quasi judicial Committee it will not be filled until the nominated member has been trained.

Rights to attend and speak

Any Member may attend any body to which these Procedure Rules apply.

A Member who is not a member of the committee may speak at the meeting if they have given prior notification by no later than one working day before the meeting to the Chair and advised them of the substance of their proposed contribution.

The member may speak at the Chair's discretion, it being the expectation that a member will be allowed to speak on a ward matter.

Point of Order/Personal explanation/Point of Information

8.3.14 Point of order

A member may raise a point of order at any time. The Chair will hear them immediately. A point of order may only relate to an alleged breach of these Procedure Rules or the law. The Member must indicate the rule or law and the way in which they consider it has been broken. The ruling of the Chair on the point of order will be final.

8.3.15 Personal explanation

A member may make a personal explanation at any time. A personal explanation must relate to some material part of an earlier speech by the member which may appear to have been misunderstood in the present debate, or outside of the meeting. The ruling of the Chair on the admissibility of a personal explanation will be final.

8.3.16 Point of Information or clarification

A point of information or clarification must relate to the matter being debated. If a Member wishes to raise a point of information, he/she must first seek the permission of the Chair. The Member must specify the nature of the information he/she wishes to provide and its importance to the current debate. If the Chair gives his/her permission, the Member will give the additional information succinctly. Points of Information or clarification should be used in exceptional circumstances and should not be used to interrupt other speakers or to make a further speech when he/she has already spoken during the debate. The ruling of the Chair on the admissibility of a point of information or clarification will be final.

Information for Members of the Public

Access to Information and Meetings

You have the right to attend all meetings of the Council and its Boards and Committees. You also have the right to see the agenda, which will be published no later than 5 working days before the meeting, and minutes once they are published. Dates of the meetings are available at www.brentwood.gov.uk or from Democratic Services (01277 312739).

Webcasts

All of the Council's meetings are webcast, except where it is necessary for the items of business to be considered in private session (please see below).

If you are seated in the public area of the Council Chamber, it is likely that your image will be captured by the recording cameras and this will result in your image becoming part of the broadcast. This may infringe your Human Rights and if you wish to avoid this, you can sit in the upper public gallery of the Council Chamber.

Private Sessions

Occasionally meetings will need to discuss some of its business in private. This can only happen on a limited range of issues, which are set by law. When a Board or Committee does so, you will be asked to leave the meeting.

Guidelines on filming, photography, recording and use of social media at council and committee meetings

The council welcomes the filming, photography, recording and use of social media at council and committee meetings as a means of reporting on its proceedings because it helps to make the council more transparent and accountable to its local communities.

Where members of the public use a laptop, tablet device, smart phone or similar devices to make recordings these devices must be set to 'silent' mode to avoid interrupting proceedings of the council or committee.

If you wish to record the proceedings of a meeting and have any special requirements or are intending to bring in large equipment then please contact the Communications Team before the meeting.

The use of flash photography or additional lighting may be allowed provided it has been discussed prior to the meeting and agreement reached to ensure that it will not disrupt proceedings.

The Chair of the meeting may terminate or suspend filming, photography, recording and use of social media if any of these activities, in their opinion, are disrupting proceedings at the meeting.

Access

There is wheelchair access to the Town Hall from the Main Entrance. There is an induction loop in the Council Chamber.

Evacuation Procedures

Evacuate the building using the nearest available exit and congregate at the assembly point in the North Front Car Park.

Part I

(During consideration of these items the meeting is likely to be open to the press and public)

Contents

Agenda Item No.	Item	Wards(s) Affected	Page No.
1	Apologies for Absence		
2	Minutes of previous meeting	All Wards	7 - 12
3	Performance Report	All Wards	13 - 22
4	Affordable Housing Strategy - update	All Wards	23 - 30
5	Essex Landlords Accreditation Scheme	All Wards	31 - 44
6	Garage Development Sites	All Wards	45 - 64
7	Appointment of Consultant to undertake Option Appraisal on Procurement of a Choice Based Lettings system	All Wards	65 - 88
8	Fees and Charges	All Wards	89 - 94
9	Urgent Business An item of business may only be considered where the Chair is of the opinion that, by reason of special circumstances, which shall be specified in the Minutes, the item should be considered as a matter of urgency.		
10	Local Government Act 1972 - Exclusion of Press and Public		

A handwritten signature in black ink, appearing to read 'J. Kealy', is positioned at the top left of the page. The signature is fluid and cursive.

Acting Chief Executive

Town Hall
Brentwood, Essex
28.10.2014

Minutes

Housing and Health Committee Wednesday, 10th September, 2014

Attendance

Cllr Carter (Chair)	Cllr Parker
Cllr Mrs Davies (Vice-Chair)	Cllr Tee
Cllr Baker	
Cllr Mrs Hones	
Cllr Mrs Hubbard	
Cllr McCheyne	

Apologies

Cllr Mrs Henwood	Cllr Le-Surf
------------------	--------------

Substitute Present

Cllr Hirst	Cllr Barrett
------------	--------------

Also Present

Cllr Clark

Officers Present

Keith Carter	Property Manager
Helen Gregory	Interim Head of Housing
Jo-Anne Ireland	Acting Chief Executive
John Parling	Strategic Asset Manager
Claire Hayden	Governance and Member Support Officer
Maureen Montgomery	Tenants Talkback Representative
Linda Skinner	Tenants Talkback Representative

123. Apologies for Absence

Apologies for absences were received from Cllr Mrs Henwood and Cllr Le-Surf.

124. Minutes of the previous meeting

The minutes of the meeting were approved and signed by the Chairman as a correct record.

Cllr Mrs Hubbard asked for the following amendment to the Housing and Health Committee of 9.7.2014 be added.

66. Food Safety and Health & Safety Enforcement Service

2.2 *That the Authority writes to Government formally expressing its concerns over the reduction of Local Authorities Health & Safety Inspection of lower risk commercial properties.*

125. Performance Report

The Committee receives regular updates on performance. Four key performance indicators were presented to Housing and Health Committee on 9 July 2014.

This report provides early feedback from the workshop sessions held with Managers and frontline staff to improve performance of KPI's; and the first results from the new repairs KPI's.

A motion was MOVED by Cllr Carter and SECONDED by Cllr Mrs Davies to receive the recommendations as set out in the report.

RESOLVED UNANIMOUSLY to:

2.1 For Members to note the contents of the report.

126. Major Works Programme

The report asks Members to note the major works undertaken by the Council each year to ensure its homes are in good condition.

The report sets out the proposed works for 2014/15.

A motion was MOVED by Cllr Carter and SECONDED by Cllr Mrs Davies to receive the recommendation set out in the report.

RESOLVED UNANIMOUSLY to:

2.1 For Members to note the major works programme for 2014/15.

127. Affordable Housing Strategy

The Council is proposing to commence building new homes. In response to this, it requires the development of an Affordable Housing Strategy to give vision and provide direction to enable affordable housing development to be focused and to maximise the impact of Council resources. The Council will need to consider a range of issues to structure and plan its future affordable housing development priorities.

The report is an introduction to identify areas for consideration and where supporting strategies and polices will be needed to guide the development process. This will ensure that Brentwood can both create and deliver affordable housing development opportunities to meet market demand and housing need.

During the debate Cllr Hirst asked for clarification on the Right to Buy to be used by November 2014. Miss Ireland to report back.

Following a full discussion. A motion was **MOVED** by Cllr Carter and **SECONDED** by Cllr Mrs Davies to approve the recommendation set out in the report.

Cllr Barrett requested a recorded vote in accordance with Part 4.1 of the Constitution, Rule 9.5, five Members requested a recorded vote be taken and Members voted as followed:

FOR: Cllrs Baker, Barrett, Carter, Mrs Davies and Mrs Hubbard (5)

AGAINST: Cllrs Hirst, Mrs Hones, McCheyne, Parker and Tee (5)

ABSTAIN: (0)

Voting took place and in accordance with Rule 9.2 of the Council Procedure Rules, the Chair exercised his casting vote and the **MOTION** was **CARRIED**.

RESOLVED to:

2.1 That the Committee authorises the formulation of an Affordable Housing Strategy and supporting as set out in 3.2 & 3.3.

128. Hallsford Bridge

At the 17 July 2014 Asset & Enterprise Committee it was resolved “ That in principle the land should be transferred at an appropriate value and by a compliant mechanism to the Housing Revenue Account and to request that an

appraisal be prepared and submitted to the next Housing and Health Committee to enable that Committee to make an in principle assessment as to whether affordable housing can be provided”.

An architect has been engaged to determine the possible form of development and two potential schemes have been prepared (Appendix A & B).

Further investigations are required into the viability of the development and also the planning issues before a recommendation to the Committee can be concluded.

A further report will be presented to the next Committee which includes more accurate costings, further developed scheme designs, options on tenure and also procurement and potential development partners options .

Following a full discussion. A motion was **MOVED** by Cllr Carter and **SECONDED** by Cllr Mrs Davies to approve the recommendation set out in the report.

Voting took place by a show of hands and in accordance with Rule 9.2 of the Council Procedure Rules, the chair exercised his casting vote and the **MOTION** was **CARRIED**.

RESOLVED to:

2.1 That the investigations into the possible development of the site for residential use are progressed and that a report is presented to the next Housing & Health Committee on 5 November 2014 with recommendations.

129. Garage Site Redevelopment

The Council owns a range of garage sites around the Borough where some of the garages are not in use due to low demand. As garage sites are under Council ownership they present a potential opportunity for redevelopment, in full or part, for new housing.

Officers will review the usage of sites and identify sites with an immediate development potential. An Architect will be engaged to assess the potential of three or four sites to determine the possible form of development. These will be presented to the November Committee for consideration.

The Committee is requested to agree to further work being undertaken to develop the feasibility and further explore the size and tenure options for the three or four sites.

A request was made by the lead officer for all members to feedback on the available sites.

A motion was **MOVED** by Cllr Carter and **SECONDED** by Cllr Mrs Davies to receive the recommendation as set out in the report subject to a suggested alterations by the mover after a full discussion.

- 2.1 Undertake feasibility assessments for affordable housing development on under-utilised garages and redundant car parks.
- 2.2 Incur consultants fees up to £30,000 funded from the existing HRA Capital Budget.

RESOLVED UNANIMOUSLY

130. Urgent Business

There are no items of urgent business.

131. Local Government Act 1972 - Exclusion of Press and Public

Not applicable.

This page is intentionally left blank

5th November 2014

Housing & Health Committee

Performance Information

Report of: *Helen Gregory, Head of Housing Services*

Wards Affected: *All*

This report is: *Public*

1. Executive Summary

- 1.1 This is the regular performance report produced for Committee for monitoring.
- 1.2 In addition to the four main headline key performance indicators (KPI's) we are reporting KPI's on the new repairs Contractors Waites, Living Space and Oakray Limited.
- 1.3 Importantly we are now also including the Gas Servicing KPI for regular performance monitoring by the Committee.
- 1.4 We are pleased to report early signs of performance improving as a result of the work being undertaken in the KPI workshops. A commentary is provided for each KPI within the body of the report.

2. Recommendation(s)

- 2.1 For Members to note the contents of the report.**

3. Introduction and Background

- 3.1 There are currently four key performance indicators used to measure the performance of the Housing team. These are:
 - Average re let times
 - % rent collection
 - % rent arrears of current tenants as a proportion of the authority's rent roll
 - Number of households living in temporary accommodation

3.2 The table below displays performance at the end of Quarter 2 (30 September 2014)

Key Performance Indicator	Quarterly Target	Q1	Q2 July to end of Sept)	Comment
Average re let times for LA Housing	23 days	32.67 days	28 days	Below Target – see commentary in 4.1
% rent Collection (annual target)	99.70%	98.42%	98.39%	Below target – see commentary in 4.2
% rent arrears of current tenants as a proportion of the rent roll	1.95%	1.63%	1.65%	Achieving target – see commentary 4.4
No. of households living in temporary accommodation	29	45	42	Below target – see commentary in 4.6

4. Issue, Options and Analysis of Options

4.1 KPI Average re-let times – we are pleased to report a reduction of 4.67 days in the average re-let time for Q2. This is a significant improvement and can be attributed to the work of the KPI workshop. The improvements are a result of improved officer accountability, effective communication through a weekly voids meeting, re-calculation for the figures to remove voids with major works being undertaken from the figures.

4.2 KPI % rent collection –The first workshop was held on 8 October 2014. There were a number of issues raised by staff that influences the performance of this KPI:

- Orchard system is not fully automated and therefore not used to its full capacity. Officers have to rely on manual reports and manual monitoring of agreements.
- Existing policy and procedure needs updating to include more personal contact and welfare benefit advice.

- Delays in receiving housing benefit.
 - Only one direct debit date offered.
 - The work being undertaken in improving the average re-let time with voids will impact favorably on this KPI by maximising income over the longer term.
- 4.3 These improvements will be worked on over the next couple of months to improve performance – update to January 2015 committee.
- 4.4 KPI % rent arrears of current tenants as a proportion of the rent roll – This KPI continues to achieve top quartile performance. We will however be reviewing our income management policy and procedure in line with best practice in November 2014.
- 4.5 We will be developing money advice and income maximization with customers as part of our revised income management policy procedure. All Housing Officers will be attending Welfare Rights training delivered by Southend Council during the next couple of months.
- 4.6 KPI Number of Households living in temporary accommodation - Three workshops have now been undertaken with the Homelessness and Housing Options Team. We are pleased to report a reduction in the number of households living in temporary accommodation at the end of Quarter 2.
- 4.7 At the mid point in Quarter 2; we reported 53 households living in temporary accommodation. The number at the end of Quarter 2 is 42 households in temporary accommodation. This improvement has been as a result of the following:
- Improved prevention advice provided to customers.
 - Reviewing people who have been living in temporary accommodation over 6 months.
 - Prioritisation of backlog of homeless cases waiting to be assessed.
 - Staff being more focused.
 - Discussing performance in team meetings
- 4.8 Performance is being collated on the numbers and reasons for people approaching as either homeless or seeking housing advice (please see Appendix A). The highest number of approaches is from:
- Parental evictions
 - Section 21 Notice – private sector landlords.

- 4.9 As a result of these findings we are considering the following improvements;
- We are exploring introducing a mediation service to provide counseling and support to families with children to help them work through the issues to prevent eviction.
 - Improving our working relations with private landlords – through the introduction of the Essex Landlords Accreditation Scheme
- 4.10 Skills gaps have been identified within the Lettings team with only one Officer trained in the full administration of the Choice Based Lettings System. Training has been arranged for two homeless Officers to be able to use the Choice Based Lettings system to enable them to multi-skill and avoid disruption to service delivery if Officers are off sick or on annual leave.
- 4.11 We have also identified a cost saving to the General Fund with the non-replacement of a homeless admin post of approx £15,000. This will be considered as part of the Medium Term Financial Planning process..
- 4.12 Longer term the Homelessness/Lettings Service would benefit from a re-shape to be able to provide greater housing advice to a wider range of customers who are seeking housing advice i.e. private sector. A further report with recommendations will be submitted to Committee in March 2015.

Repairs and Gas Servicing Performance

- 4.13 As agreed at 9 July 2014 Committee, we have incorporated three additional headline KPI's to help us monitor the new repairs contract.

4.14 Please see table below:

New KPI Measures	Quarterly Target	Commencement of new contract July to mid point 26 August 2014	Q 2 July to end of September 2014
Customer Satisfaction - measured by resident responses to phone surveys	95%	Waites 95.39 %	92.00%
		Oakray 97.06%	97.00%
Urgent Repairs completed on (3 day) target	99%	Waites 88.05%	84.35%
		Oakray 86.81%	94.70%
Appointments kept	100%	Waites 88.61%	98.00%
		Oakray 97.86%	99.00%
Gas Servicing	100%	Oakray 99.00%	99.50%

- 4.15 Customer Satisfaction rates - the customer satisfaction rates for Waites has reduced from 95.39% reported at 26 August 2014 to 92.0%. The target is 95.0%. The reduction in performance has been raised at Contract monitoring meeting. We will be conducting our own customer satisfaction surveys with customers to verify these satisfaction figures.
- 4.16 Oakray customer satisfaction figures above target at 97.0% which is good performance.
- 4.17 Number of urgent repairs completed to target has remained below target for Waites at 84.35%. Oakray has improved performance from 86.81% to 94.70%. Further analysis of performance is planned in the next month.
- 4.18 Appointments kept – Both Contractors have improved the number of appointments kept since we last reported to Committee. Waites have improved from 88.61% to 98.0% and Oakray have improved from 97.86% to 99.0%.
- 4.19 Gas Servicing – This is a critical KPI to ensure we are compliant in completing a gas service every 12 months in all our properties to meet our Health & Safety requirements under Gas Safety (Installation and Use) Regulations 1998. We are currently achieving 99.5%.

4.20 Currently there are 13 properties without a valid gas certificate for the following reasons:

- 6 void properties (boiler will be serviced as part of void works)
- 1 resident in hospital
- 3 properties are being served Notices seeking possession
- 3 properties now have appointments booked.

5. Reasons for Recommendation

5.1 To keep members informed of the key performance levels within the Housing service.

6. Consultation

6.1 Regular feedback on Performance information is provided at Residents' Talkback meetings and will also be reported in the Annual Report.

7. Reference to Corporate Plan

7.1 Improving service delivery will meet the Council's commitment to service improvements and will also enhance the efficiency of the service. Increasing the number of headline PIs regularly published and analysed will improve the openness of governance.

8. Implications

Financial Implications

Name & Title: Jo-Anne Ireland, Acting Chief Executive

Tel & Email: 01277 312712 / jo-anne.ireland@brentwood.gov.uk

8.1 Improvements in each of these headline performance measures will have financial benefits by increasing rental income through rent collection and reducing the period when homes are empty. Fewer households in temporary accommodation will also reduce the cost of this service.

9.0 Legal Implications

Name & Title: Christopher Potter, Monitoring Officer

Tel & Email: 01277 312860 / christopher.potter@brentwood.gov.uk

9.1 None.

10. Background Papers

None.

11. Appendices to this report

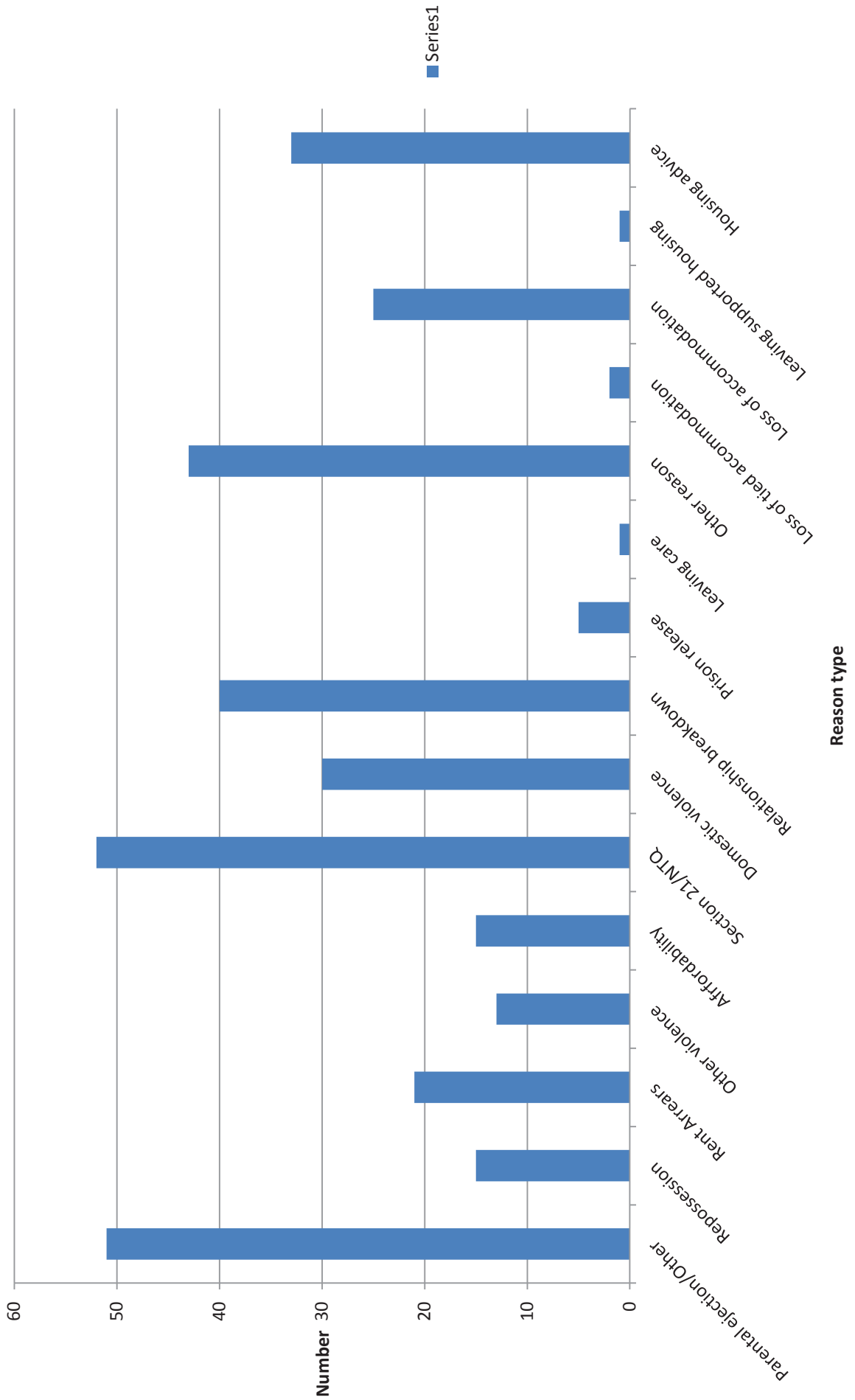
Appendix A – Homeless Approach Reasons (1 April – 30 Sept 2014)

Report Author Contact Details:

Name: Helen Gregory, Head of Housing Services
Telephone: 01277 312540
E mail: helen.gregory@brentwood.gov.uk

This page is intentionally left blank

Homeless Approach reasons 1st April - 30th September 2014 (cumulative)



This page is intentionally left blank

5th November 2014

Housing & Health Committee

Affordable Housing Strategy

Report of: *Helen Gregory, Acting Head of Housing Services*

Wards Affected: *All*

This report is: *Public*

1. Executive Summary

- 1.1 The report sets out the next phases to develop the detail of the Affordable Housing Strategy and gives an overview of the discussions from the Member and Officer workshop held on 6 October 2014.
- 1.2 The Affordable Housing Strategy will provide a framework for the development of Affordable Housing for the residents of Brentwood; and to establish a specific priority of development opportunities for 2015/16 and beyond.

2. Recommendations

- 2.1 That authority be granted to progress the detail of the Affordable Housing Strategy; and prepare a draft development programme for 2015/16.**
- 2.2 That the Hallsford Bridge site be referred back to the Asset and Enterprise Committee for a decision as to whether or not to sell.**

3. Introduction and Background

- 3.1 At the Housing Committee held on 10 September, Members agreed to allow Officers to develop the Affordable Housing Strategy.

- 3.2 To begin that process, a Workshop was held on the 6 October 2014 attended by Members and Officers; facilitated by an external trainer to stimulate discussion, explore new ideas and begin to formulate a vision for an Affordable Housing Strategy for Brentwood. Feedback from all attendees was positive.
- 3.3 The Affordable Housing Strategy will build on the current Housing Strategy, approved in November 2013, by setting out the detailed plans for developing Affordable Housing. It will set out the provision of new homes within an agreed framework for assessing the demand and securing homes to meet the need and demand.

4. Issue, Options and Analysis of Options

- 4.1 The Workshop considered the current trends in housing delivery in Brentwood and reviewed the factors influencing the provision of new homes, particularly affordable housing. The headline themes evolving from discussions during the Workshop are listed below in 4.2.
- 4.2 It was agreed that there are several elements that will influence the Council's ability to meet its targets. Main themes/issues that need further exploration and consideration to pursue the Affordable Housing Strategy include:
- Housing Need
 - Further analysis of housing need – from 'first home' to 'last home'
 - Develop relationships with Parish Councils to ensure homes for local people
 - Future affordable housing tenure options and balance
 - Planning & Economy
 - Local Development Plan – finalising the plan to prioritise spacial delivery of new private and affordable housing
 - Local housing development activity through the private market - the wider economic drivers affecting housing supply and affordability
 - Agree consistent grounds for assessing financial contributions from developers where viability is challenged

- Resources & Capacity
 - Council's financial resource appetite and capacity
 - Produce an asset register for Brentwood (to plan potential supply of affordable housing on Council land)
 - Review existing sheltered housing stock
 - Explore different procurement /delivery models for building new homes
- 4.3. Demand – The Workshop recognised that there is a growing unmet demand for starter homes and for homes to enable elder residents to downsize. There are affordability issues with the products being offered by the market, with young people in particular, being unable to afford a first home. The Council should consider mixed tenure options to meet this demand at affordable levels. Officers will also be undertaking a needs analysis to ensure that this can be used to shape policies to maximise the correlation of need and supply.
- 4.4 Housing Supply – The Strategic Housing Market Assessment (July 2014) has identified that 326 homes per annum are required to meet demand. The current rate of supply of approximately 120 – 130 new homes p.a is insufficient to meet demand.
- 4.5 Sites - A further key factor that is particularly impacting on affordable housing is that most of the homes being built are on small sites which either have no requirement for affordable housing or only up to 10%. There have been few larger sites (above 15 homes) where we can expect 35% of homes to be affordable. Consequently the supply of affordable homes is significantly behind demand.
- 4.6 Empty Homes – There are 70 empty homes in private ownership and the Council is formulating plans to ensure these are brought into occupation. A proposal will be presented to Committee in March 2015.
- 4.7 Planning – Brentwood is in the process of finalising its Local Plan and is currently undergoing consultation. This plan will be a key document in influencing where new homes will be built. If a site is not included as a residential site within the Plan, it is unlikely to gain approval for housing development.

- 4.8 There are also different requirements and opportunities for the urban areas and the villages. The Council needs to work with Parish Councils to emphasise the importance of providing local homes for young people and those people needing to downsize to smaller properties when their families have left home.
- 4.9 Finance – In addition to the affordability issue raised in 4.3, it is clear that even where a new development is being considered, it is likely developers may try to reduce their commitment to provide social housing on the grounds of viability.
- 4.10 Time frame – New homes take time to plan and build. Whilst the market will inevitably provide some affordable housing, current indications are that it will not be at a rate commensurate with growing demand. The Council needs to stimulate affordable housing development through its planning policies and by reviewing its own assets to see where there are options to increase supply.
- 4.11 Co-ordinated working – It is essential officers in the Council work together across departments to ensure assets, planning and housing strategies are aligned to achieve the optimum solutions to achieve the Council's strategic objectives.

5. Next Steps

- 5.1 HRA sites – There is a separate report on this agenda recommending the development of three garage sites to initiate a programme of small scale affordable housing developments on the Council's own sites. All garage sites will be reviewed for development potential and brought to this Committee for consideration if and when development is possible.
- 5.2 Hallsford Bridge – At 10 September 2014 Committee Members received a report to consider the possibility of residential development on Council land at Hallsford Bridge, Stondon Massey. The land currently has a planning designation for employment use. Unless this designation is changed, a residential scheme is unlikely to be favourably considered by the Local Planning Authority. The Council has received expressions of interest to purchase the land for commercial use. It is recommended that the site should be referred back to the Asset & Enterprise Committee for a decision as to whether or not to sell to achieve best value for the Council

- 5.3 Review existing stock – It is recommended that Officers review the housing assets to consider which sites present options for new housing. This will also consider the suitability of some elements of the current provision for sheltered accommodation and options to modernize accommodation. It was acknowledged at the Workshop that some of the current supported housing provision is inadequate, and it would be possible to re-provide and consolidate this through a series of redevelopments on existing sites that will also provide opportunities to create additional affordable units. A proposal setting out an initial draft development programme will be presented to the next Committee meeting.
- 5.4 Land Register - The Council's Asset Team will also review any sites that may have residential development potential. This will be factored, as necessary, into the formulation of the Local Plan.
- 5.5 Affordability – Housing Officers will prepare an affordability assessment for different housing and tenure types to be presented to Committee in January 2015.
- 5.6 Viability and Risk Management – A financial and viability assessment model is to be produced for each site. This will be used to model the costs - rental income, management, maintenance costs and financial model - to identify when and how costs are recovered to mitigate potential risks.
- 5.7 Procurement – The current schemes to develop the garage sites fall below thresholds requiring compliance with European procurement legislation. The procurement of consultants can be undertaken as a 'one off'. If Brentwood is to have a longer term programme it needs to consider either procuring a framework of consultants and contractors or using an existing Framework. This may be working with another Local Authority or Registered Provider to share resources. This decision can be made when the Committee sets its future development expectations at a future meeting.
- 5.8 Resources – Currently there is capacity within the Housing Team and Corporate Asset Management Team to progress the schemes. The officers will require support from external consultants for architectural, engineering, quantity surveying, employer's agent and other specialist services. The costs of the external resources will be set out in the fee expenditure for each scheme package.
- 5.9 Financial capacity – this is set out below in Section 9.

6. Reasons for Recommendation

- 6.1 The Committee is asked to approve further work to progress the detail of the Affordable Housing Strategy and to prepare a draft programme of potential development sites.

7. Consultation

- 7.1 As specific projects are approved for inclusion in any future programme, Ward Councillors and local residents will be consulted. The planning process has specific consultation requirements and these will be met in addition to the housing consultation arrangements.

8. Reference to Corporate Plan

- 8.1 Developing new homes aligns with the Council's plan to provide quality affordable housing to meet housing need.

9. Implications

Financial Implications

Jo-Anne Ireland, Acting Chief Executive

Tel/Email: 01277 312712 / jo-anne.ireland@brentwood.gov.uk

- 9.1 Each scheme will be presented to Committee for consideration. As part of a development programme the Council will need to identify financial resources to underpin the programme objectives. The HRA financial plan will also be considered as part of the budget setting cycle.
- 9.2 There are Right to Buy (RTB) receipts that can be used towards the scheme funding. If these are not used within the three year limit they will be lost. Also these can only be used to contribute 30% of the total cost and other funding sources will need to be found. The annual development funding plan will need to take account of the RTB receipts available and the potential for prudential borrowing.

10. Legal Implications

Christopher Potter, Monitoring Officer and Head of Support Services

Tel/Email: 01277 312860/christopher.potter@brentwood.gov.uk

- 10.1 None.

11. Background Papers

Affordable Housing Strategy – November 2013

12. Appendices to this report

None.

Report Author Contact Details:

Name: Helen Gregory, Acting Head of Housing Services
Telephone: 01277 312540
Email: helen.gregory@brentwood.gov.uk

This page is intentionally left blank

5th November 2014

Housing & Health Committee

Essex Landlord Accreditation Scheme (ELAS)

Report of: *Helen Gregory, Acting Head of Housing Services*

Wards Affected: *All*

This report is: *Public*

1. Executive Summary

- 1.1** Update on the Essex Landlord Accreditation Scheme (ELAS), as previously discussed at Committee on the 9th July 2014 (agenda item 7). To re-iterate the ELAS scheme has been setup to promote and encourage landlords of privately rented homes to manage their properties to a high standard. Local Authority involvement will help to achieve the best level of management and will enable effective engagement in terms of securing positive relationships to encourage improvement in local housing.
- 1.2** The Vice Chair and Acting Head of Housing attended the ELAS launch event on the 25th September 2014 at Kelvedon Park, Essex. The event demonstrated the benefits of an integrated county-wide approach to engagement between Local Authorities and the private rented sector.

2. Recommendation(s):

- 2.1** **The Committee is asked to note the contents of Appendix A below [relating to legal questions arising out of the last meeting]; and to approve and confirm Brentwood joining the Essex Landlord Accreditation Scheme.**
- 2.2** **The Committee is asked to approve the use of monies from the Homelessness Prevention Fund to cover related setup expenditure; to include such matters as marketing, press and postage. The amount requiring approval is no greater than £5,000 to cover related expenditure.**

3. Introduction and Background

3.1 The ELAS launch event has provided an impetus towards joining the scheme, to ensure that as a Local Authority Brentwood is engaging effectively with private landlords who currently remain largely unregulated and with whom there is no significant current interaction at an operational and strategic level.

3.2 The Chief Fire Officers Association ('CFOA') 'Bluewatch', as the provider of the service to ELAS, has now setup the portal website for landlords to join the scheme. Currently the active consortium includes: Chelmsford, Colchester, Uttlesford, Tendring, Braintree, Epping Forest and Maldon. Private landlords are now able to register, at a fee of £95.00 per annum.

4. The Working Relationship

4.1 Once individual private landlords have registered they will be accredited as Provisional Members. Provisional Members will work towards full accreditation by making any essential improvements to their property portfolio following core checks. Once all components of the scheme have been satisfied then members will obtain Full Accreditation status.

4.2 The establishment of key working relationships with landlords is being supported by Environmental Health, as a complimentary initiative working alongside the existing Brentwood Landlord Forum. ELAS will provide new opportunities for both landlords and the Local Authority to build upon existing relationships and to encourage new membership accordingly.

4.3 Membership of ELAS will enable Brentwood to increase its range of strategic options in relation to housing provision within the Borough. Through improved relationships with local landlords Brentwood will be able to further engage in alternate prevention areas, such as the current provision of the Rent Deposit Scheme and potential future leasehold arrangements. Such arrangements allow for increased revenue and to create direct placements to solve homelessness and to reduce reliance on emergency bed & breakfast accommodation.

4.4 The operation of the accreditation scheme is conducted by Bluewatch with related property inspections being undertaken in-house by the Housing Department utilising existing resources.

5. References to Corporate Plan

- 5.1** As previously identified the joining of ELAS identifies a new method of working with Private Sector Landlords. In turn this will be both a vital strategy to help meet housing needs and as part of an essential toolkit of meeting departmental obligations in relation to homelessness prevention through building core relationships with the private sector. The ELAS project will develop to become a core part of service provision in relation to working towards the Department of Communities & Local Government Gold Standard rating.

6. Implications

Financial Implications:

Name & Title: Jo-Anne Ireland, Acting Chief Executive

Tel & Email: 01277 312712 / jo-anne.ireland@brentwood.gov.uk

- 6.1** Approval of the use of up to £5,000 from the existing Homelessness Prevention Fund for start-up and management costs. Expected future resource implications will also be met within existing budgets.

Legal Implications

Name & Title: Christopher Potter, Monitoring Officer

Tel & Email: 01277 312860 / christopher.potter@brentwood.gov.uk

- 6.2** The legal implications are as previously set out in the report put to Committee on the 9th July 2014. The discreet implications raised at last Committee are as set out in Appendix A below.

Other Implications (where significant) – i.e. Health and Safety, Asset Management, Equality and Diversity, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

None.

7. Background Papers

None.

8. Appendices to this report

Appendix A - Answers from Mr Paul Gayler, Chairperson of ELAS

Appendix B - ELAS Information Sheet

Report Author Contact Details:

Name: Helen Gregory, Acting Head of Housing Services

Telephone: 01277 312586

E-mail: helen.gregory@brentwood.gov.uk

Appendix A

Legal Questions Arising from Committee Meeting 9th July 2014

Q.1.	You advised that the form of agreement was circulated by Maldon DC's Head of Housing , and you understand that it has not been circulated for signing yet.
	Agreement in principle to joining was indicated and a decision would be made by the Committee in due course.
Q.2.	Your understanding is that the arrangement will be at zero cost to the Council as ECC have (or are in the process of) selecting Blue Watch, affiliated with the Fire Service, which will be meeting the cost of the service by charging private landlords to be part of the scheme, via a subscription.
	Correct: to ensure that this is viable, local authorities will however be expected to promote and support the scheme giving confidence to Bluewatch that this is the only scheme recognised and supported by those who are part of the consortium. There is also a commitment to support the implementation and development of the scheme through participation in meetings of the consortium.
Q.3.	We noted therefore that the Council's formal requirements for procurement, which apply to contract above a given value , would not be an issue here – i.e. to nil cost concession-type contracts such as this. However changes in law are coming in next year that may alter that position so it may be best to sign off the agreement before year's end.
	Acknowledged.
Q.4.	In light of the above, we discussed three general points in particular that you should raise with Maldon: <ul style="list-style-type: none"> 1. You should confirm/check that there are in fact no other costs (or resources) that the Council will need to pick up. If there is a significantly higher value to the agreement this may change your procurement requirements.
	As above, contract is clearly at nil value but please note that for this (or any other scheme) to be effective, the consortium agreement would have to be signed and each member authority expected to support through involvement with the work of the group the development and expansion of the scheme. Meetings have been monthly to date (roughly two hours). Admin to be taken on by Bluewatch but chairing of the consortium / project group to be rotated amongst LA members each year. Naturally, the harder we all work to promote and support the scheme, the better the chances are that costs can be kept as low as possible and recovered through membership fees – which is why we need the active support of consortium members.
	2. You should consider the exit period (point 3 below) – usually this is constrained to 3-6 months notice, here it is 12months – if you are sure this is nil cost then 12 months may be more suitable given there is a subscription (presumably annual) process for Landlords
	Yes: for the reasons given it was thought necessary to make this consistent with the terms being offered to landlord members.
	3. We discussed the fact that it may be clearer for you to sign the main agreement

	form rather than the memorandum of accession document (as set out below).
Q.4.	The agreement is a draft (binding once signed) collaboration agreement by which 7 authorities are named, in the Essex Region. However Brentwood are not named in the document.
	Brentwood were not included on the initiating agreement (we had to proceed with the project and couldn't hold up any longer) but have a revised version that includes Brentwood and the existing one was drafted to enable this to happen.
Q.5.	Essex are the authority which is to proceed with the drafting/legal work in relation to the agreement, and will also procure the provider. However they too are not named in the agreement draft.
	Correct: Essex assisted with the procurement but are not a local housing authority therefore as much as it may support some of their wider strategic aims, the scheme is primarily to support the strategic and legal duties of local (housing and environmental health) authorities. This was to some extent an outcome of the Whole Essex Community Budget working which identified PRS as an aspect of housing that was growing but unregulated. ELAS won't in itself improve some of the worst problems in this sector but it's a start and a way of promoting good practice – leaving us better able to concentrate on those who are less willing to work within this framework.
Q.6.	It is worth noting that the agreement binds parties to a given financial limit yet to be set (as it is subject to further consideration by the executive group and its Chair). Also it proposes a 12 month notice period before withdrawal, at which point of course cost may be incurred for which the withdrawing party may be liable.
	Correct; difficult to agree limits with partners outside of the consortium but we have a mutual interest in making sure that this is reasonable, balancing the possible costs we could each incur with the reasonable costs of making other arrangements, e.g. supporting and maintaining member landlords in that area, as a result of an authority withdrawing. Quite likely that this could be linked to the income being generated from that district which is difficult to quantify prior to the scheme becoming operational.

Essex landlord fined for employing illegal gas fitters

Appendix B

Landlords fined £8,300
Gas safety body warns

SUPPORTING ESSEX LANDLORDS

to use new powers to impose big fines
current ones are no deterrent

- ✓ **The Only Essex Council Backed Landlord Accreditation Scheme**
ELAS has been put together by a consortium of Essex District Councils
- ✓ **Run by the Experts in Safety**
Essex District Councils have asked the Chief Fire Officers Association to run ELAS for them
- ✓ **Better Private Rental Standards for Essex Tenants**
ELAS seeks to improve the physical condition of private rental properties by working with landlords and tenants
- ✓ **Recognising Great Landlords**
ELAS will give public recognition to landlords who provide housing that meets or exceeds accredited standards
- ✓ **Support for Tenants**
ELAS will give prospective tenants greater opportunity to make informed choice about properties
- ✓ **Flexible Advice, Help, Guidance and Support**
ELAS is an accreditation scheme based on advice, guidance and support from experts in a number of flexible ways

Become an ELAS Landlord



Page 37
www.essexlandlords.com

Essex landlord fined for employing illegal gas fitters

Landlords fined £8,300
Gas safety body warns

SUPPORTING ESSEX TENANTS

✓ **Support for Tenants**

ELAS will give prospective tenants greater opportunity to make informed choice about properties

✓ **Better Private Rental Standards for Essex Tenants**

ELAS seeks to improve the physical condition of private rental properties by working with landlords and tenants

✓ **Flexible Advice, Help, Guidance and Support**

ELAS is an accreditation scheme based on advice, guidance and support from experts in a number of flexible ways

✓ **The Only Essex Council Backed Landlord Accreditation Scheme**

ELAS has been put together by a consortium of Essex District Councils

✓ **Run by the Experts in Safety**

Essex District Councils have asked the Chief Fire Officers Association to run ELAS for them

✓ **Recognising Great Landlords**

ELAS will give public recognition to landlords who provide housing that meets or exceeds accredited standards

Find an ELAS Landlord



5th November 2014

Housing & Health Committee

Garage Site Redevelopment Proposals

Report of: *Helen Gregory, Head of Housing Services*

Wards Affected: *All*

This report is: *Public*

1. Executive Summary

- 1.1 The Council owns a range of garage sites across the borough that are disused and hard to let. Members agreed at Housing Committee in September that officers should identify the potential redevelopment of sites that provided an immediate opportunity for new affordable housing.
- 1.2 Three sites have been identified, that subject to surveys of utilities, provide opportunities for redevelopment. These sites will potentially provide twelve new homes at a cost of £1.64m.
- 1.3 The Committee is requested to agree to develop the individual scheme designs, seek outline planning approval for each site and consult local residents.

2. Recommendation(s)

That approval is given to:

- 2.1 **Seek outline planning approval for development of three homes at Magdalen Gardens CM13 1RL.**
- 2.2 **Seek outline planning approval for development of six homes at Fawters Close CM13 2SY.**
- 2.3 **Seek outline planning approval for development of three homes at Fielding Way CM13 1JN.**

- 2.4 Incur fees up to £120,000 funded from this year's HRA capital budget to prepare outline planning applications for three sites.**
- 2.5 Incur additional fees of £90,000 to develop detailed designs and tender documentation if outline planning is granted.**
- 2.6 To undertake procurement to appoint a suitable developer/partner to deliver each scheme.**

3. Introduction and Background

- 3.1 At the September Housing Committee it was agreed that officers would review the Council's HRA garage and parking assets to identify potential sites to build new affordable homes. Three sites have emerged from the investigations where there is potential to progress the development of new affordable housing. The details of the sites are set out in Section 4.
- 3.2 Each of the three sites is significantly under utilised and there are local alternatives to offer the current users. The current occupation of parking spaces and garages is by permit and the right to use can be terminated at no more than one month's notice. Current users will be consulted prior to planning approval being sought. They will be advised of options for parking / storage. Notices will be served when and if outline planning approval is obtained.
- 3.3 Garage users will be given notice in line with the leases / licenses and offered alternative garages at the same cost. The time scales for development of the sites will mean that garage users will be permitted to occupy the current accommodation beyond the official notice date. Formal action to repossess the garages will only be exercised once a contract to develop has been let.

4. Issue Options and Analysis of Options

Scheme Proposals

Magdalen Gardens Magdalen Gardens CM13 1RL

- 4.1 The site is 0.19ha located at the end of a cul de sac in Hutton. It formed part of a housing land transfer to Brentwood in the early 1980's. It has been used as ad hoc parking ever since. Currently three residents have an agreement to park on it and a neighbour has agreement to use two parking places for building materials while an extension is built. The site plan is shown as Appendix A.
- 4.2 The consultant architect has reviewed the site and has produced an indicative scheme of 1 x 4 bed and 2 x 2 bed houses and associated parking on the site (Appendix B).

Fawters Close CM13 2SY

- 4.3 This is a current garage site of 0.19 ha behind Fawters Close. It has 48 garages on it with 20 units (40%) currently vacant. There is another adjacent site at Wainwright Avenue that has 7 vacant units. There are other vacant garages in the area. The site plan is shown at Appendix C.
- 4.4 The consultant architect has reviewed the site and produced an indicative layout of 6 x 2 bed flats and 2 x 1 bed flats plus associated parking (Appendix D). Subject to discussions with planners it is also proposed to provide up to six parking spaces for local residents to hire. The scheme would require the loss of all the garages.

Fielding Road CM13 1 JN

- 4.5 This is an underused site at Fielding Way, behind the Rayleigh Parade shops (Appendix E). The site includes the former council depot – Oak Yard. Only three of the six garages on this site are used. There are vacant garages on sites nearby.

4.6 It is proposed to build three x 2 bed flats on this site and demolish the garages (Appendix F).

4.7 **Tenure Mix**

It is recommended that the new homes provide a mix of affordable tenures, including affordable rental and shared ownership homes. If all three sites are developed, this will provide twelve new homes. The detail of the tenure mix will be set out for each scheme when approval to the full scheme cost is sought. It is recognized that there is a particular need for supported living in the borough and this will be specifically considered with the development of the designs.

4.8 **Programme**

The outline programme is

1	Outline design development	Sept / Oct 14
2	Housing Committee – Consideration of scheme options	Nov 14
3	Outline Planning Application submitted	Dec 14
4	Development of Design Specification	Nov 14 / Jan 15
5	Preparation of tender documents	Dec 14
7	Judicial review	Dec 14 / Feb 15
8	Procure constructor	Jan/ Feb 15
9	Constructor Mobilisation	Mar / May 15
10	Start on Site	June 15

4.9 **Procurement:** Consultants – Officers have appointed Tauer Architects to prepare initial design proposals. If approval to develop the initial designs is granted, a procurement exercise will be required to be undertaken to appoint a professional team including architects, structural engineers, mechanical and electrical engineers and quantity surveyors to develop the initial designs and submit a planning application. The construction of any units will be undertaken after a procurement exercise.

- 4.10 **Procurement** : Contractors – Subject to approval of Outline Planning Approval, Tauer will produce detailed specifications to enable competitive tenders to be sought. Prospective contractors may be selected from the South Eastern Consortia's Approved List.
- 4.10 **Registered Providers** – Currently there is a funding gap for the development of the three sites (See 8.3 below). One option is to sell part of the asset (site). Officers could consult Registered Providers (RP) working in the borough to discuss their willingness to work in partnership with us. This may include a development partnership where the RP is involved in the build process prior to taking ownership of part of the asset. Once the financial and procurement options have been considered in more detail, the Committee will be consulted as part of the approval of the detailed delivery mechanism.

5. Reasons for Recommendation

Members are asked to approve the specific scheme proposals and for officers to progress designs and submit applications to initially obtain outline planning approval and, if successful, seek tenders to build the homes.

6. Consultation

- 6.1 No formal consultation has been undertaken to date. Ward Councillors have been advised of the outline proposals and comments sought. If approval is given to develop the designs, officers will consult with current garage users and local residents whose homes bound the sites.
- 6.2 The planning process requires consultation with affected parties. It is intended that we will consult in advance of this to ensure affected residents are aware of and can discuss the proposals with officers before formal notices are served.

7. Reference to Corporate Plan

The provision of new homes will help to address the Council's aims to meet housing demand in the borough.

8. Financial Implications

Name & Title: Jo-Anne Ireland, Acting Chief Executive.

Tel & Email 01277 312712 / jo-anne.ireland@brentwood.gov.uk

8.1 The current cost per scheme estimates are:

	Build £	Fees (15%) £	Total £
Magdalen Gardens	400,000	60,000	460,000
Fawters Close	650,000	97,500	747,500
Fielding Way	375,000	56,250	431,250
Total	1,425,000	213,750	1,638,750

As these schemes are comparatively small the consultant fee costs are proportionately higher than they would be for larger schemes. The costs of developing the schemes to submit an Outline Planning Application is estimated at £120,000. This is 45% of the architect's fees plus other site investigation works and planning fees. To date £10,000 has been spent on producing the feasibility studies. If the schemes did not receive Outline Approval, the costs incurred in preparing the applications would be abortive.

8.2. The anticipated profile of expenditure is:

2014/15	2015/16	2016/17
£190,000	£1,377,500	£71,250

- 8.3 The Right to Buy (RTB) receipts are capped at 30% of the cost of the scheme. The Council has set aside £500,000 of its reserves in an HRA Investment Fund. These could be used in full or in part to contribute towards these new developments. Using both these sources leaves a funding gap of £648,750 based on the current estimated cost of the three schemes. The proposed source of funding is:

RTB Receipts	£491,625	(30%)
Investment Fund reserves	£500,000	(31%)
Other	£647,125	(39%)
Total	£1,638,750	

- 8.4 One option is to only develop homes that the Council can afford from its RTB receipts and its current Investment Fund. As the RTB contribution is capped at 30% the Investment Fund would contribute the other 70%. This would limit the development capacity to £714,000 which would be made up of RTB £214,000 (30%) plus Investment Fund £500,000 (70%). Based on the estimates in 8.1 above, **only one site could be developed in full.**
- 8.5 The funding gap can be bridged through prudential borrowing and there is capacity at the moment to do so. However, the interest costs arising from the additional borrowing would need to be met from the HRA budget. Alternatively, the Council could sell part of these assets to bridge the gap to either reduce or avoid the need for borrowing.
- 8.6 As the Council is contributing the land for these homes, the actual value of each home significantly exceeds the build cost. It is highly likely that the Council could find a housing association partner to purchase homes. This could be achieved by offering part of one or two sites or all of one site. There may however, be government restrictions on the use of this income, as with RTB income, depending how the deal is structured.
- 8.7 These options will be explored in more detail and costed options will be presented to Committee when approval of the full development costs are sought.

9. Legal Implications

Chris Potter, Monitoring Officer and Head of Support Services:

Tel/Email: 01277 312860 / christopher.potter@brentwood.gov.uk

10. Background Papers

Housing Committee – Garage Site Redevelopment 10 September 2014.

11. Appendices to this report

Appendix A – Magdalen Gardens Site Plan

Appendix B – Magdalen Gardens Proposed New Homes

Appendix C – Fawtlers Close Site Plan

Appendix D – Fawtlers Close Proposed New Homes

Appendix E – Fielding Way Site Plan

Appendix F – Fielding Way Proposed New Homes

Report Author Contact Details:

Name: Keith Carter, Property Housing Manager

Telephone: 01277 312540

E mail: keith.carter@brentwood.gov.uk

APPENDIX 1

MAGDALEN GARDENS - SITE PLAN

Appendix A



2nd
Brentwood Borough Council
1/200
Magdalen Gardens, Hutton

LOCATION PLAN				
1:1250	Aug 2014	1/20	1359:100	

CHARTERED ARCHITECTS
OF GREAT BRITAIN
AND IRELAND
TRAER CLARK

**TRAER
CLARK**

© 2014 BRENTWOOD BOROUGH COUNCIL. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF BRENTWOOD BOROUGH COUNCIL AND IS NOT TO BE REPRODUCED WITHOUT PERMISSION OF BRENTWOOD BOROUGH COUNCIL.

This page is intentionally left blank

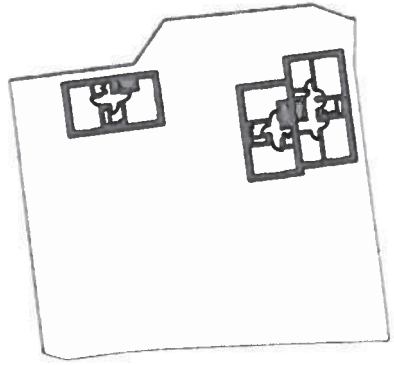
APPENDIX 2

MAGDALEN GARDENS - PROPOSAL

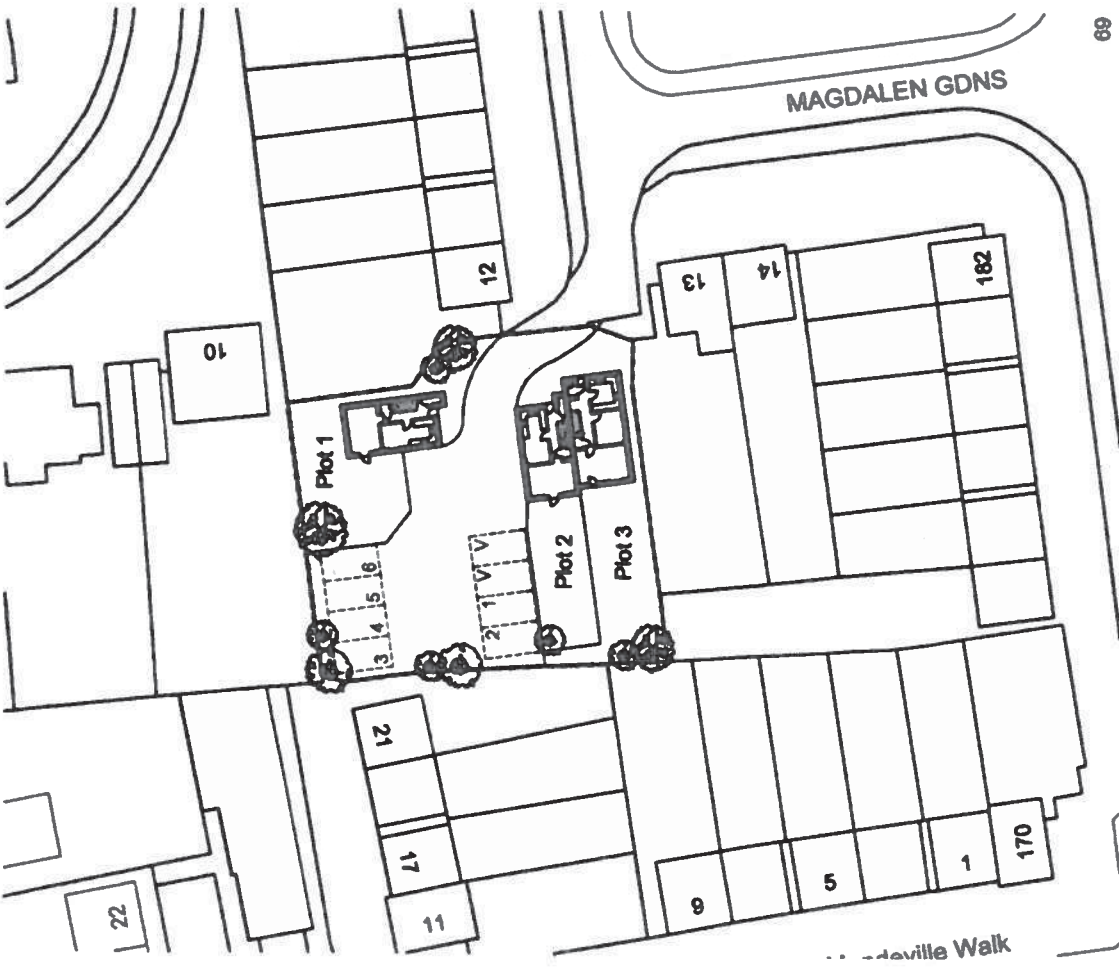
Appendix B

**TRAEER
CLARK**

CHARTERED ARCHITECTS
67 CROZES STREET
SPRINTWOOD, LONDON, CM14 4SD
Tel: 01277 89488 Fax: 01277 82524
Email: info@traerclark.co.uk
Web: www.traerclark.co.uk



First Floor Plan



Ground Floor Plan



69

Feasibility Study

150004	Aug 2014	A03	Job no.	1359 : 101
--------	----------	-----	---------	------------

Brentwood Borough Council

Magdalen Gardens, Hutton

This drawing is the copyright of TRAER CLARK LIMITED AND MUST NOT BE REPRODUCED WITHOUT PERMISSION. ALL RIGHTS RESERVED.

This page is intentionally left blank

FALTERS CLOSE - SITE PLAN



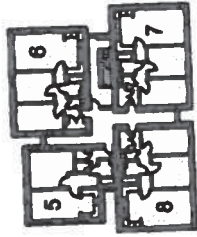
This page is intentionally left blank

APPENDIX 4
 FAWTERS CLOSE - PROPOSAL

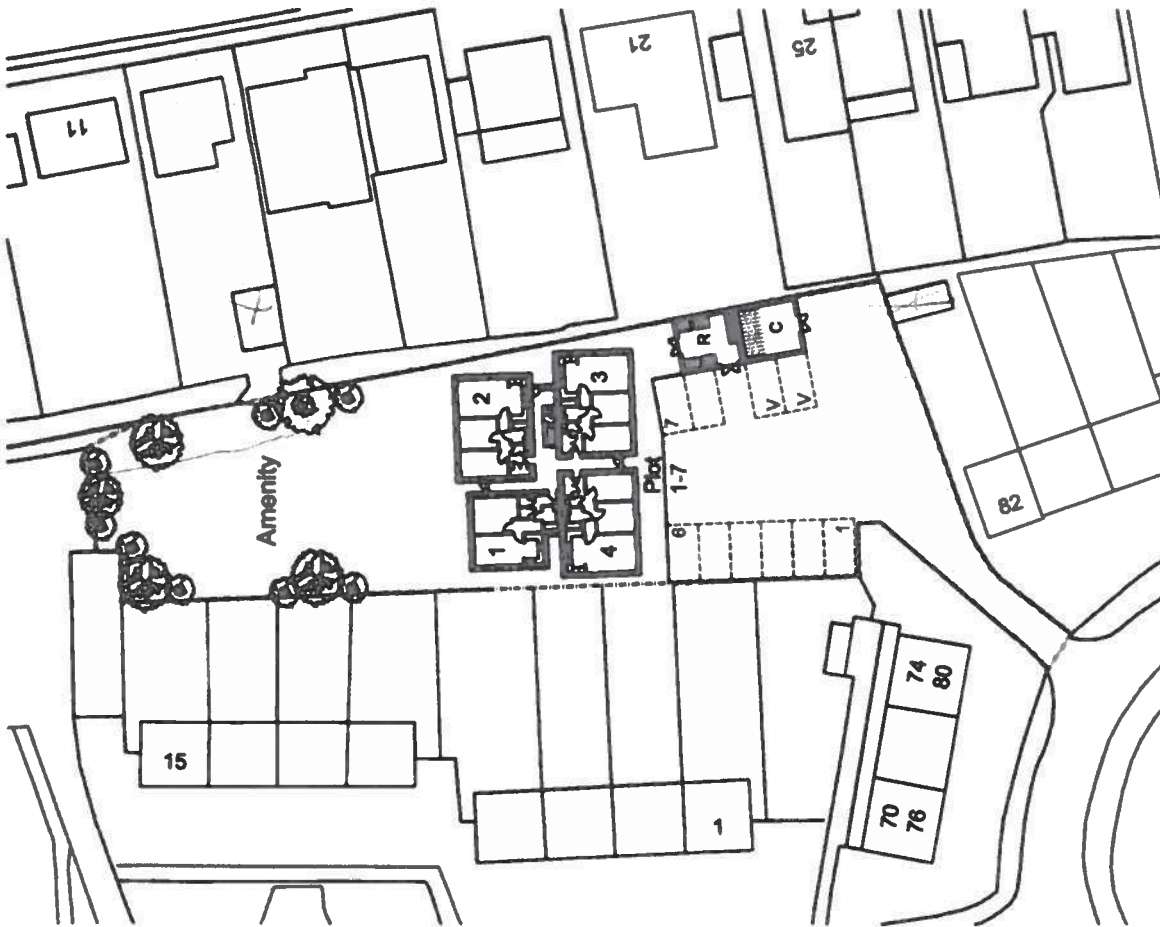
Appendix D

**TRAEER
 CLARK**

CHARTERED ARCHITECTS
 57 CROSS STREET
 BRENTWOOD, ESSEX, CM8 4SD
 TEL: 01277 89483 FAX: 01277 82204
 E-MAIL: info@traerclark.co.uk
 WEB: www.traerclark.co.uk



First Floor Plan



Ground Floor Plan

Feasibility Study	150004	Aug 2014	ADS	1359 : 601
-------------------	--------	----------	-----	------------

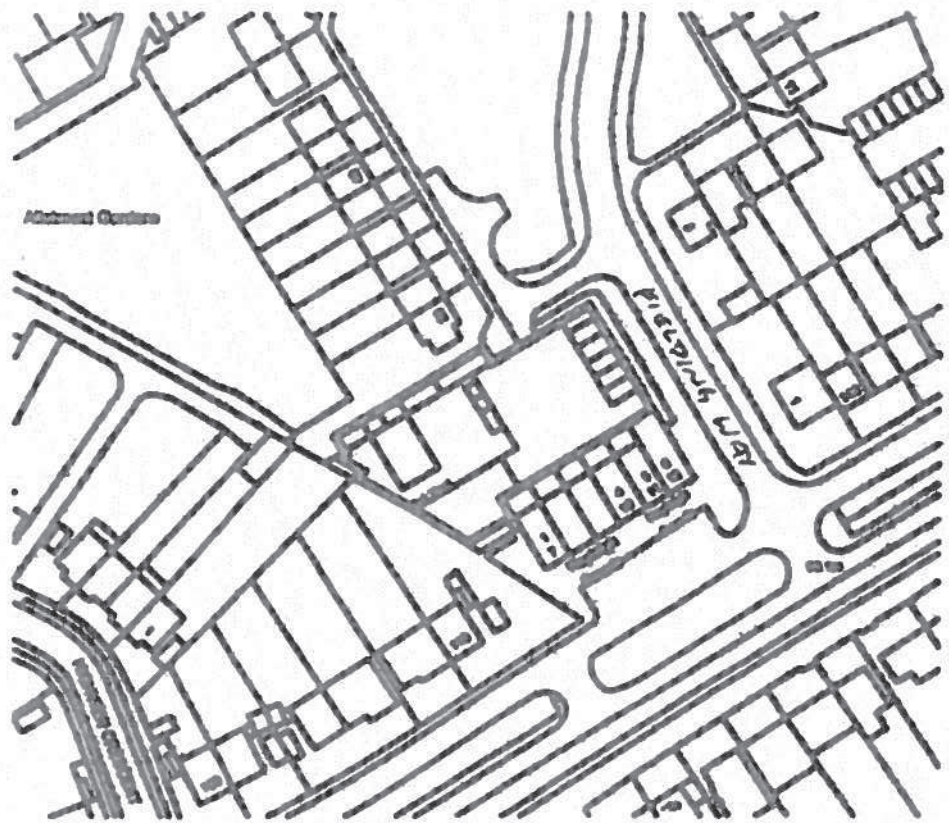
Brentwood Borough Council
 Fawters Close Hutton, Brentwood Essex

© This document is the copyright of Traer Clark Limited and shall not be reproduced without permission. Reproduction for use shall mean two copies.

This page is intentionally left blank

FIELDING WAY - SITE PLAN

Appendix E



Scale 1:1250

0 10 20 30 40 50 60 70 80 90 100



Brentwood Borough Council
Page 55

LOCATION PLAN
1:250 : 3m

REGISTERED ARCHITECTS
© COPYRIGHT
2008/09/10/11/12/13/14/15

TR
CI

This page is intentionally left blank

APPENDIX 6
FIELDING WAY - PROPOSAL

Appendix F

**TRAER
CLARK**

CHARTERED ARCHITECTS
ST CROSS STREET
BRENTWOOD, ESSEX, CM14 0ED
CALL EVERY BRUSH AND EVERY BRUSH
WWW.TRAERCLARK.CO.UK
020 7000 0000

Scale 1:500
0 10m 20m 30m 40m 50m

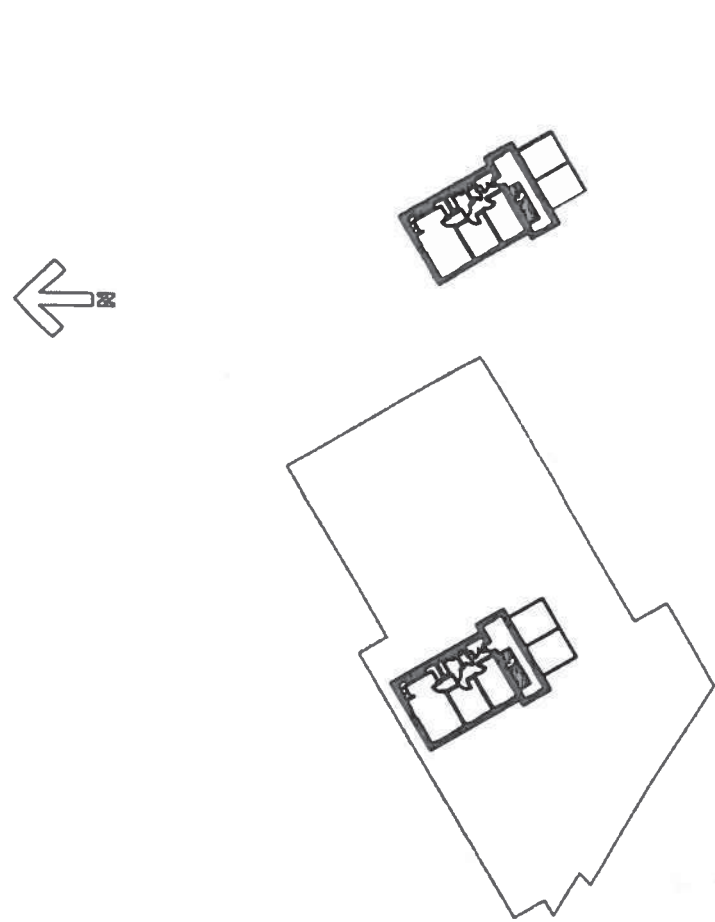
Feasibility Study
1500004 Aug 2014 ADS

Job No. **1359 : 301**

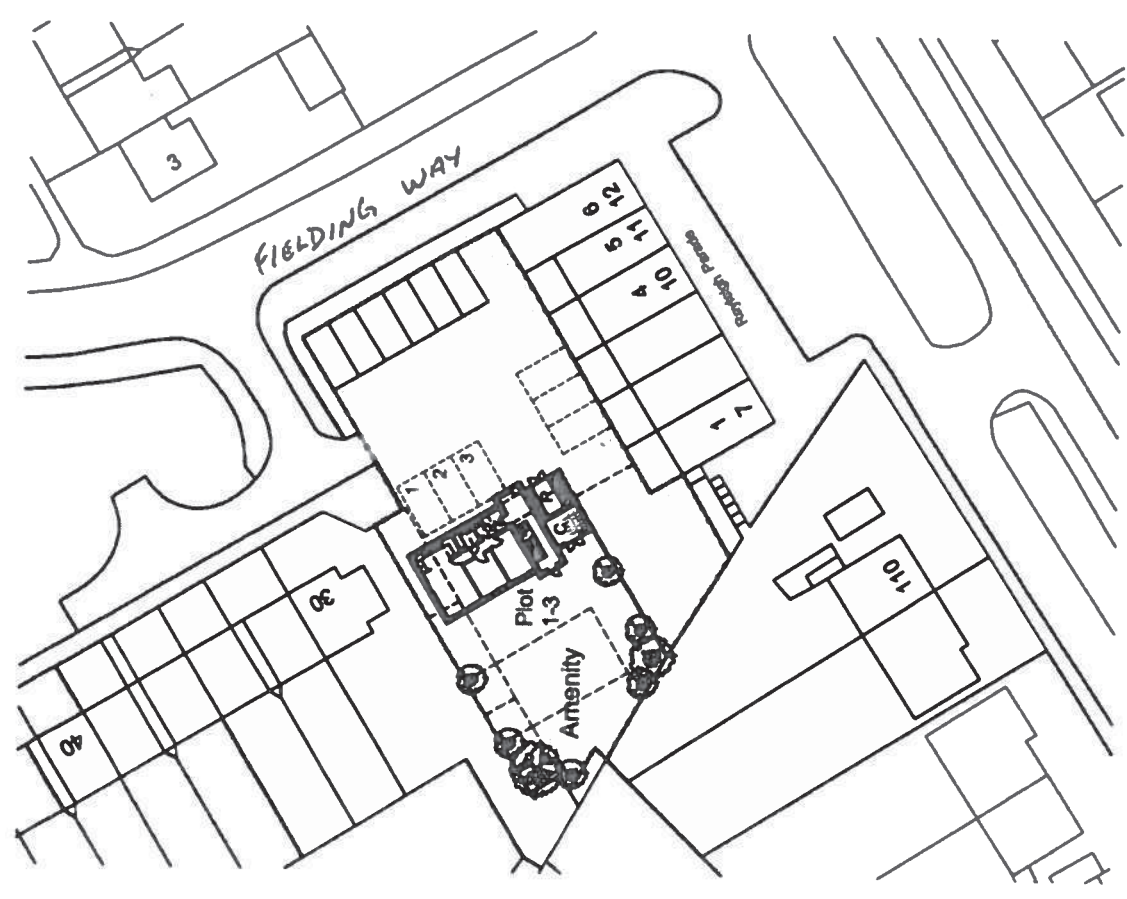
Brentwood Borough Council
Fielding Way, Hutton, Brentwood, Essex

Revisions

© THE DRAWING IS THE COPYRIGHT OF TRAER CLARK LIMITED AND MUST NOT BE REPRODUCED WITHOUT PERMISSION. DO NOT SCALE FROM THIS DRAWING.



Second Floor Plan
First Floor Plan



Ground Floor Plan

This page is intentionally left blank

5th November 2014

Housing & Health Committee

**Appointment of Consultant to undertake Option
Appraisal on Procurement of a Choice Based Lettings
system**

Report of: *Helen Gregory, Acting Head of Housing Services*

Wards Affected: *All*

This report is: *Public*

1. Executive Summary

- 1.1 The Council currently operates a Choice Based Lettings (CBL) System to advertise all properties that are available for letting.
- 1.2 The current service has been provided by Locata (Housing Services) Limited since 1st June 2007. The contract is due to expire in June 2015.
- 1.3 The Council needs to begin to plan the procurement process in order to re-tender the contract.

2. Recommendation(s)

- 2.1 To appoint Cameron Consulting (UK) Limited to undertake and complete the soft market testing exercise in advance of Choice Based Lettings Contract with Locata expiring in June 2015 upon the terms and conditions set out in the Agreement negotiated by the Consortium on behalf of the Council and attached in Appendix A to this report.**

3. Introduction and Background

- 3.1 Brentwood Borough Council is a member of the Herts and Essex Housing Options Consortium ('the Consortium') ; a consortium of local authorities

made up of the following:- Brentwood Borough Council; Broxbourne Borough Council; Chelmsford City Council; East Herts District Council; Epping Forest District Council & Uttlesford District Council.

- 3.2 The Consortium has operated the choice-based lettings (CBL) and enhanced housing options scheme with Locata since 2007 and, as stated above, the current contract with Locata is due to expire in June 2015.
- 3.3 Therefore the Consortium needs to prepare for re tendering the CBL contract in advance of the existing contract expiring with Locata.
- 3.4 The Consortium is planning to undertake a future procurement exercise to make recommendations for suitable operators to provide a Choice Based Lettings (CLB) Interactive Website Service on behalf of the Consortium

4. Issue, Options and Analysis of Options

- 4.1 The existing Choice Based Lettings Contract with Locata is due to expire in June 2015.
- 4.2 The Council will need to make preparations to re-tender the Contract in advance of this date; it is essential that there no failure in delivering this valuable service to customers.
- 4.3 The advantages of the Council's present membership of the Consortium is that it enables the Council to maximise cost savings in procuring a new contract in addition to the sharing of good practice with other local authorities.

5. Reasons for Recommendation

- 5.1 To ensure Brentwood Borough Council takes advantage of the Consortium's arrangements for undertaking crucial preparatory work for the forthcoming procurement exercise and so the Housing Service is fit for purpose in delivering a Choice Based Lettings Service that better seeks to meet the requirements of customers and Registered Providers and that is expected to deliver future value for money.

6. Consultation

6.1 None.

7. Reference to Corporate Plan

7.1 We will have a new approach to allocating council homes and manage our housing differently to recognise council housing as a valuable and limited resource for those in greatest need.

8. Implications

Financial Implications

Name & Title: Jo-Anne Ireland, Acting Chief Executive

Tel & Email: 01277 312712 / jo-anne.ireland@brentwood.gov.uk

8.1 The costs of commissioning a specialist consultant are £7,600. These costs will be divided between the six Local Authorities in the Consortium. The amount required to be paid by Brentwood Council will be £1,266.67 plus VAT.

8.2 There is current budget provision of £12,000 per annum to cover the costs of operating Locata CBL system.

9. Legal Implications

Name & Title: Chris Potter, Monitoring Officer and Head of Support Service

Tel & Email: 01277312860 / christopher.potter@brentwood.gov.uk

The corporate governance of the Consortium is such that it is not a separate legal entity and so cannot contract in its own name. Members of the Consortium are each separate legal entities and each needs to carefully consider whether to enter into this contract and be bound by its terms and conditions.

10. Background Papers

None.

11. Appendices to this report

Appendix A – Copy of agreement

Report Author Contact Details:

Name: Helen Gregory, Acting Head of Housing Services

Telephone: 01277 312540

E mail: helen.gregory@brentwood.gov.uk

Appendix A

THIS AGREEMENT is made on the _____ day of _____ Two thousand and Fourteen

BETWEEN

- (1) **BRENTWOOD BOROUGH COUNCIL** of Town Hall Ingrave Road Brentwood Essex CM15 8AY;
- (2) **BROXBOURNE BOROUGH COUNCIL** of Bishops' College Churchgate Cheshunt Hertfordshire EN8 9XQ;
- (3) **CHELMSFORD CITY COUNCIL** of Civic Centre Duke Street Chelmsford Essex CM1 1JE;
- (4) **EAST HERTS DISTRICT COUNCIL** of The Causeway Bishops Stortford Hertfordshire CN23 2EN;
- (5) **EPPING FOREST DISTRICT COUNCIL** of Civic Offices High Street Epping Essex CM16 4BZ;
- (6) **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER

Collectively 'Herts and Essex Housing Options Consortium (HEHOC), and individually the Members of HEHOC, and

- (7) **CAMERON CONSULTING (UK) LIMITED** of Sundial House High Street Horsell Woking Surrey GU21 4SU Company Registration Number 04772646 ('Consultant')

1. BACKGROUND

- 1.1 The Herts and Essex Housing Options Consortium (HEHOC) wishes to appoint the services of a specialist Consultant for the services described in Clause 3.1 of this Agreement
- 1.2 The Consultant has submitted a quotation in which it has stated that it has necessary skills to provide the Services

1.3 HEHOC wishes to appoint the Consultant and the Consultant has agreed to accept such appointment upon and subject to the terms in this Agreement

2. DEFINITIONS

2.1 The following terms shall have the following meanings for the purposes of this Agreement

Commencement Date	means 16 June 2014
Conditions	means the provisions contained in Clauses 3 to 20 and as set out in the Contract Documents
Confidential Information	means all information relating to this Agreement and personal data and sensitive personal information as defined by the Data Protection Act 1998
'Contract Administrator'	means Angela Williams for Brentwood District Council, Andrew Wilkes for Broxbourne District Council, Peter McDonagh for Chelmsford City Council, Sean Corcoran for East Herts District Council, Roger Wilson for Epping Forest District Council and Judith Snares for Uttlesford District Council as the lead representative for this Contract or such representative as appointed by the appropriate individual HEHOC Member from time to time
'CFP'	means the Consultant's Fee Proposal
'Contract Standard'	means the standard that complies with the performance targets and other provisions of the CFP and to the extent that no criteria are stated in the CFP to the reasonable satisfaction of the appropriate individual HEHOC Contract Administrator and in any event in compliance with the requirements of best value under Part 1 of the Local Government Act 1999

'Documents'	means any documents produced by the Consultant for the purposes of this Agreement
'HEHOC'	means all of the first 6 named Parties to this Agreement or any of them individually as the context so permits
Laws	any applicable statute or any delegated or subordinate legislation, any enforceable community rights within the meaning of Section 2 of the European Communities Act 1972, duly applicable guidance, code of practice, direction, judgement or determination with which HEHOC and/or the Consultant is bound to comply
'Term'	means from the Commencement Date until 15 August 2014
'the Lead Consultant'	means Neil Thody
The Services	means the works and services listed in the CFP

3. APPOINTMENT

3.1 HEHOC appoints the Consultant to perform the services as outlined in the CFP for undertaking an options appraisal and other associated work set out in the CFP for the procurement of a choice based lettings system from the Consultant for the Term in return for payment in accordance with Clause 6.

3.2 The Consultant will appoint the Lead Consultant(s) to carry out the Services in person and will not delegate the Services to another employee or agent of the Consultant without the written consent of HEHOC.

4. CONSULTANT'S OBLIGATIONS

4.1 Provision of Services

The Consultant shall provide the Services at the times specified in the CFP

for undertaking an options appraisal for the procurement of a choice based lettings system from the Consultant.

4.2 Skill and Care

4.2.1 In providing the Services to the Contract Standard the Consultant shall use reasonable skill and care to be expected of an appropriately qualified and competent Consultant.

4.2.2 In providing the Services the Consultant the Lead Consultant and all persons employed to provide the Services who have access to Confidential Information which is processed for and on behalf of HEHOC shall be fully trained and aware of their duties and responsibilities under the Data Protection Act 1998.

4.3 Directions of the HEHOC

The Consultant will at all times comply with the reasonable directions of HEHOC and use its reasonable endeavours to promote the interest of HEHOC.

4.4 Delegation

The Consultant shall not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms.

4.5 Indemnity

The Consultant shall be liable for and shall indemnify the Member of HEHOC and HEHOC in respect of all damage loss or injury which the Member of HEHOC may suffer as a result of any act neglect or default of the Consultant its employees or agents or any failure by the Consultant to perform the Services in accordance with the terms of this Agreement

4.6 Insurance

4.6.1 Without prejudice to its liability to indemnify the appropriate individual HEHOC Member as at Clause 4.5 the Consultant shall maintain with an insurance company approved by HEHOC:

- 4.6.1.1 Professional Indemnity Insurance to a value not less than £2 million for any one occurrence or series of occurrences arising out of this Agreement provided that it is available at commercially reasonable rates in force for a period of 7 years from the date of completion of the Services
- 4.6.1.2 Employers Liability Insurance to a value not less than £10 million; and
- 4.6.1.3 Public Liability Insurance to a value not less than £10 million
- 4.6.2 If for any period professional indemnity insurance is not available on commercially reasonable terms, the Consultant shall forthwith inform HEHOC by notice, and shall obtain in respect of such period such reduced level of professional indemnity insurance as is available and as would be fair and reasonable in the circumstances for the Consultant to obtain
- 4.6.3 The Consultant shall within seven working days of HEHOC's request provide HEHOC with evidence that such insurances are being maintained at its own expense

4.7 Notice

To comply with the terms of any default notice served in accordance with Clause 9.2

4.8 Lead Consultant

All Services shall be performed by the Lead Consultant unless HEHOC has agreed otherwise in writing

5. HEHOC'S OBLIGATIONS

- 5.1 HEHOC shall as soon as reasonably practicable give notice to the Consultant and the other HEHOC Members of the appointment or replacement of any Contract Administrator or if any person ceases to be the Contract Administrator

5.2 HEHOC shall pay the Consideration for the Services in accordance with Clause 6

6. CONSIDERATION

In consideration of the Services rendered by the Consultant under this Agreement HEHOC agrees:

6.1 To pay to the Consultant the total sum of £7,600.00 inclusive of all disbursements but not of VAT.

6.2 The above sum shall be equally divided amongst the Members of HEHOC and each Member of HEHOC shall pay to the Consultant the sum of £1,266.67 plus VAT direct upon receipt of a separate invoice from the Consultant.

6.3 The Consultant shall not hold liable one Member of HEHOC for the default or non payment of an invoice by another Member of HEHOC.

6.4 All amounts payable under this Agreement shall be exclusive of value added tax which shall be paid at the rate and in the manner as prescribed by law.

6.5 HEHOC Members will pay all monies due under this Agreement within 30 days of the receipt of a valid VAT invoice.

6.6 Any sums due and remaining unpaid at the expiry of 30 days after the date of issue of a valid VAT invoice in respect of a sum properly due shall bear interest at 8% over Bank of England Base Rate current at the date of issue of the invoice.

7. CONFIDENTIALITY

7.1 Save as may be necessary in the performance of the Services under this Agreement or as HEHOC may allow in writing the Consultant agrees and undertakes to treat as confidential the Confidential Information and use it only for the purposes of the provision of the Services and for no other purpose and shall take all reasonable steps to see that its employees and the Lead Consultant do likewise.

7.2 The Consultant shall, and shall procure that the Lead Consultant its employees representatives and advisers comply with the requirements of HEHOC's Corporate Policy – Data Protection current for the time being.

8. STATUS OF THE CONSULTANT

8.1 During this Agreement, the Consultant shall be an independent Consultant and not an agent or employee of HEHOC.

8.2 Nothing in this Agreement shall be deemed to create a partnership or agency relationship between the Consultant and HEHOC or between Members of HEHOC or be deemed to authorise any party to incur liabilities or obligations on behalf of or in the name of the another.

9. DEFAULT

9.1 If for any reason the Consultant is unable to comply with any of its obligations under this Agreement it shall immediately notify HEHOC in writing of its failure and the reasons for it. Compliance with this clause shall not prejudice HEHOC's rights under this Clause and Clause 10

9.2 In the event that the Consultant is in breach of its obligations under this Agreement, (including any breach of which the Consultant may have given notice under Clause 9.1 of this Agreement) without prejudice to HEHOC's rights to immediately terminate this Agreement, HEHOC may issue the Consultant with a default notice detailing the breach and requiring the Consultant to remedy the breach upon the terms and within the times stipulated in the default notice.

10. TERMINATION FOR BREACH

The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall determine this Agreement immediately:

10.1 Failure to comply with the terms of a default notice within the times stipulated in the default notice

- 10.2 If the Consultant goes into liquidation whether compulsory or voluntary (save for a voluntary liquidation of a solvent company for the purposes of amalgamation or reconstruction of a solvent company or suffers the appointment of a receiver or enters into administration or enters into any arrangement with its creditors
- 10.3 The occurrence of an event described in Clause 11

11. BRIBERY ACT

HEHOC shall be entitled to terminate this Agreement forthwith and recover from the Consultant the amount of any loss resulting in such cancellation if the Consultant its servants or agents with or without its knowledge has:

- 11.1 Offered given or agreed to give any person financial or other advantage of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other agreement with HEHOC or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with HEHOC; or
- 11.2 Committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

12. TERMINATION CONSEQUENCES

- 12.1 In the event of this Agreement being determined whether by effluxion of time, notice of breach or otherwise:
- 12.1.1 Each party shall return to the other all property in their possession belonging to the other party
- 12.1.2 At the request of HEHOC the Consultant shall promptly:
- Destroy or return to HEHOC all Confidential Information and copies thereof (irrespective of the manner in which they are recorded).

- Erase or delete any Confidential Information which the Consultant may have entered into any computer database or other programme, and
- Certify in writing to HEHOC that it has complied with the requirements of this Clause 12.1.2, provided that the Consultant may retain documents and materials containing, reflecting, incorporating or based on the Confidential Information to the extent required by law or regulatory order, and to the extent reasonable to permit the Consultant to keep evidence that it has performed its obligations under this Agreement.

12.1.3 HEHOC shall pay to the Consultant the fees and expenses due and owing to the Consultant up to the date of termination after taking into account all monies due to HEHOC in accordance with 12.1.4

12.1.4 Where termination results under Clauses 10.1, 10.2, 10.3, or 11 of this Agreement HEHOC shall be entitled to obtain the remainder of the Services from a third party and to the extent that the cost exceeds the Consideration payable hereunder HEHOC shall be entitled to recoup the excess from the Consultant together with any other costs incurred as a direct consequence of termination

12.2 Termination of this Agreement shall not prejudice or affect any right of action or remedy which shall accrue or shall thereafter accrue to either party and that the provisions of this Clause 12 shall remain in force.

13. COPYRIGHT

13.1 The Consultant hereby grants to HEHOC and each Member of HEHOC an unconditional and royalty-free as well as an irrevocable, non-exclusive licence in respect of the Documents. HEHOC shall be entitled to use and to reproduce any of the Documents for any purpose whatsoever connected with the Services, including, advertisement, letting, sale, and extension of the Services. HEHOC shall be entitled to grant sub-licences in the terms of this Agreement.

- 13.2 The Consultant warrants that the use of the Documents for the purposes of the Services will not infringe the rights of any third party.
- 13.3 After the termination or conclusion of the Consultant's employment under this Agreement, the Consultant shall supply HEHOC with copies and/or computer disks or memory sticks of such of the Documents as HEHOC may from time to time request, and HEHOC shall pay the Consultant's reasonable costs of producing such copies and/or disks or memory sticks.

14. ACCESS FOR AUDIT PURPOSES

- 14.1 The Consultant shall assist representatives of HEHOC or Members of HEHOC with any audit process or investigation by allowing them unrestricted access to any records provided reasonable notice is served e.g. documentation, files, statements, literature data or any other similar material, in whatever form relating to the carrying out of the Services, including access to any premises in which such material is stored, processed or otherwise kept. Such representative shall also be entitled to take copies of any and all documentation and to access and copy computer data.
- 14.2 The Consultant shall allow HEHOC's representatives to take statements from any member of the Consultant's staff at times within working hours in connection with an audit process or investigation. Such staff should be instructed by the Consultant to co-operate fully with such audit process or investigation pertaining to the Services.

15. SETTLEMENT OF DISPUTES

- 15.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the parties shall use their best endeavours to settle the dispute between themselves
- 15.2 If the dispute is not resolved to the satisfaction of both parties the same shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 14 days of the request of one party to the other in writing that the matter be referred to arbitration. Such reference shall be to a single arbitrator appointed for that purpose on the written request of either party. The cost of the

arbitration will be borne by the parties as directed by the arbitrator. Any reference to 'arbitration' under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996

16. THIRD PARTIES

16.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to the enforcement of its provisions

17. DISCLOSURE OF AND REQUESTS FOR INFORMATION UNDER THE DATA PROTECTION ACT 1998 AND FREEDOM OF INFORMATION ACT 2000

17.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to this Agreement:

17.1.1 HEHOC shall be entitled to publish and/or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 and/or Data Protection Act 1998 as it sees fit unless such information is exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 and/or the Transparency Directive (2004/109/EC)

17.1.2 nothing contained in this Agreement shall prevent HEHOC from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Agreement unless such information is exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000

17.2 The Consultant shall:

17.2.1 co-operate with HEHOC and supply to it all necessary information and documentation required in connection with any request received by

HEHOC under the Data Protection Act 1998 and/or Freedom of Information Act 2000

17.2.2 supply all such information and documentation at no cost to HEHOC and within seven days of receipt of any request.

17.3 The Consultant shall not publish or otherwise disclose any information contained in this Agreement or in any negotiations leading to it without HEHOC's previous written consent unless the Consultant is bound to publish and/or disclose such information under the Data Protection Act 1998 and/or Freedom of Information Act 2000 and such information is not exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

18. HEALTH AND SAFETY

18.1 The Consultant shall ensure that its employees and agents shall in the course of this Agreement comply with the Health and Safety at Work etc. Act 1974 (HSWA), which term shall include all regulations, orders, and any other supplemental legislation, circulars or guidance made or issued pursuant thereto and any statutory modification or re-enactment thereof together with any code of guidance prepared by HEHOC and supplied to the Consultant either before or during this Agreement and that all persons who are at work, (as defined in that Act), in connection with this Agreement shall comply at all times with HSWA

19. EQUAL OPPORTUNITIES

19.1 In all its activities carried out pursuant to this Agreement the Consultant shall comply and ensure that its agents and employees comply with:

- (i) the Human Rights Act 1998 as if the Consultant were a public body (as defined in the Human Rights Act)

- (ii) all Laws relating to equal opportunity including but without limitation to discrimination on the basis of age disability sex and sexual orientation, gender re-assignment, marriage, pregnancy and maternity, race religion or belief and
- (iii) HEHOC's equal opportunities policies and procedures as may be adopted and amended from time to time as notified to the Consultant

20. MISCELLANEOUS

20.1 Warranty

Each of the parties warrants its power to enter into this Agreement

20.2 Receipt

The receipt of money by either of the parties shall not prevent either from questioning the correctness of any statement in respect of such money

20.3 Force Majeure

20.3.1 Neither party shall be liable to the other for any delay or non performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, government act, war, fire, flood, explosion or civil commotion

20.3.2 In the event of either party being so delayed or prevented from performing its obligation such party shall give notice in writing of delay or prevention to the other party as soon as reasonably possible stating the date and extent of such delay or prevention and the cause thereof and each party shall use its reasonable endeavours promptly to meet with the other party and discuss and (if necessary) negotiate terms under which the Consultant shall continue in a varied form and adjustments be made to the provisions of this Agreement accordingly. The party whose performance has been so delayed or prevented shall resume performance of its obligations, as soon as reasonably possible after the

removal of this cause and shall notify the other party. In the event that such cause continues for more than one week either party may terminate this Agreement immediately on written notice to the other party

20.4 Severance

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law

20.5 Whole Contract

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement and shall supersede all previous agreements between the parties relating to that subject matter

20.6 Discretion

Any exercise of discretion judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided for in this Agreement

20.7 Notices

20.7.1 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid first class recorded delivery or registered post to the party to be served, at the address of that party identified at the head of this Agreement or at any other address as either party may have notified to the other and shall be deemed to have been received by the addressee within 72 hours of posting. Any notice or document served on the appropriate individual HEHOC should be addressed to the Chief Executive and sent to the appropriate individual address at the head of this Agreement

20.7.2 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery or registered letter

20.8 Headings

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication as to the meaning of the Clauses to which they relate

20.9 Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by any of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it

20.10 Waiver

Failure by HEHOC at any time to enforce the provisions of this Agreement or to require performance by the Consultant of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part of it or the rights of HEHOC to enforce any provisions in accordance with this Agreement

20.11 Assignment and Transfer of Contract

The Consultant may not delegate assign sub-licence transfer or otherwise dispose of any of its rights or sub-contract transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of HEHOC

20.12 General

20.12.1 Each party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation and, for these

purposes, each party irrevocably submits to the jurisdiction of the courts of England

20.12.2 This Agreement may be executed in two or more counterparts each of which shall constitute an original but which when taken together shall constitute one instrument

20.12.3 The parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Agreement

20.12.4 The parties acknowledge that their relationship is governed by this agreement as a legally binding Agreement

20.12.5 The Consultant as an independent is responsible for its own corporation or other tax

IN WITNESS whereof the Parties have executed this Agreement as a Deed and delivered it the day and year first before written

THE COMMON SEAL OF)
BRENTWOOD BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
BROXBOURNE BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
CHELMSFORD CITY COUNCIL)
was hereunto affixed)
in the presence of:)

Mayor

Principal Solicitor

THE COMMON SEAL OF)
EAST HERTS DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
EPPING FOREST DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
UTTLESFORD DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)

Attesting Officer

THE COMMON SEAL OF)
CAMERON CONSULTING (UK) LIMITED)
was hereunto affixed)
in the presence of:)

Director

Director/Secretary

**Executed as a Deed)
by the above named)
CAMERON CONSULTING (UK) LIMITED)
and signed by a Director and the)
Secretary (or) two Directors)**

Director

Director/Secretary

**SIGNED by the)
above named)
in the presence of:)**

Witness:

Signature:

Print Name:

Address:

Occupation:

DATED

2014

BRENTWOOD BOROUGH COUNCIL
and
BROXBORNE BOROUGH COUNCIL
and
CHELMSFORD CITY COUNCIL
and
EAST HERTS DISTRICT COUNCIL
and
EPPING FOREST DISTRICT COUNCIL
and
UTTLESFORD DISTRICT COUNCIL
and
CAMERON CONSULTING (UK) LIMITED

A G R E E M E N T

**Appointment of Consultant to undertake Option
Appraisal on Procurement of a Choice Based
Lettings System**

DG/FS/MPL/214/1/3048

C O'Boyle
Director of Governance/
Solicitor to the Council
Epping Forest District Council
Civic Offices
High Street
Epping
Essex
CM16 4BZ

(T) /z//contracts/Services Agreement
G:\LMISC-AGREEMENTS\SERVICES AGREEMENT.MASTER

This page is intentionally left blank

5th November 2014

Housing and Health Committee

Fees and Charges

Report of: Ashley Culverwell, Head of Borough Health Safety & Localism

Wards Affected: All

This report is: Public

1. Executive Summary

- 1.1 Fees and charges made by the Council for various services are reviewed on an annual basis by the relevant Committees relating to the services provided.
- 1.2 Recommended amendments to the fees and charges are incorporated into the budget setting process to take effect from the following financial year.

2. Recommendation

- 2.1 Members agree to freeze the proposed Fees and Charges at 2014/15 levels as outlined within the report, which will then be incorporated within the 2015/16 Budget.**
- 2.2 That a further report be presented to this Committee providing details of the outcome of the planned review of the current charging policies, which will then inform the 2016/17 charging levels.**

3. Introduction and Background

- 3.1 The Council has a number of fees and charges relating to the services it provides. As part of the budget setting process, these charges are reviewed on an annual basis. Whilst some of the fees and charges are statutory, and therefore determined through legislation, the Council must also review its charges for discretionary services to ensure they reflect the current costs of service provision.

- 3.2 The individual charges that are being proposed are set out in Appendix A to this report.

4. Issue, Options and Analysis of Options

- 4.1 Following consideration of the methods of calculating fees and charges it has been decided that a full review of the Council's charging policies should be undertaken.
- 4.2 Until this review has been carried out, the outcome of which can inform the 2016/17 budget setting process, it is recommended to keep fees and charges at the 2014/15 level.

5. Reasons for Recommendation

- 5.1 Recommendation is to freeze the charges at 2014/15 levels for 2015/16 pending a full project review of all discretionary fees and charges in order that the outcome of the review can inform the 2016/17 budget setting process.

6. Consultation

- 6.1 Not applicable

7. References to Corporate Plan

- 7.1 A Modern Council – providing increased customer satisfaction in the quality of Council services
- 7.2 Costs of services provided based on efficient systems providing value for money to customers.

8. Implications

Financial Implications

Name & Title: Jo-Anne Ireland, Acting Chief Executive

Tel & Email: 01277 312712 / jo-anne.ireland@brentwood.gov.uk

- 8.1 Historically, the Council has increased fees and charges in line with inflation (currently projected at 2% per annum). This is to reflect that the costs of running the service will rise by approx 2%, and therefore we try and maintain fees and charges at the same level. There is therefore a risk that there will be an implicit cost to a freeze since it will not keep pace with the inflationary cost increases, however this cannot be quantified or

confirmed until such time as the review of the current charging policies has been undertaken.

Legal Implications

Name & Title: Christopher Potter, Monitoring Officer and Head of Support Services

Tel & Email: 01277 312860 / christopher.potter@brentwood.gov.uk

- 8.1 Publishing the Council's fees and charges as well as providing transparency satisfies legal process.

Other Implications (where significant) – i.e. Health and Safety, Asset Management, Equality and Diversity, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

- 8.2 Costs are applied inclusively to all sectors of the community

- 9. **Background Papers** (include their location and identify whether any are exempt or protected by copyright)

- 9.1 None.

10. Appendices to this report

Appendix A - Schedule of Fees and Charges

Report Author Contact Details:

Name: David Carter, EHO Manager

Telephone: 01277 312509

E-mail: david.carter@brentwood.gov.uk

This page is intentionally left blank

Appendix A

Schedule of Fees and Charges

Description of charge	2014/15 Excluding VAT	2015/16 Excluding VAT
Dog Control		
Dogs Reclaimed		
Dog Warden Collection Costs	£63.55	£63.55
Kennelling Costs (per day)	£11.10	£11.10
Other Charges		
Copy of Food Premises Register (Single Entry)	£2.00	£2.00
Copy of Food Premises Register (Complete)	£105.75	£105.75
Contaminated Land Search Enquiries	£105.75	£105.75
Level 2 CIEH Food Hygiene/Health & safety course	£63.55	£63.55
Houses in Multiple Occupation		
New licence	£787.97	£787.97
Renewal of licence	£525.31	£525.31
Variation of licence	£57.78	£57.78
Housing Act notices		
Charges for issuing notices under Housing Act	£210.12	£210.12
Immigration survey checks on properties	£ 52.53	£ 52.53
Bed and Breakfast – Room charge		
Amenity Charge (per person per day)	£3.15	£3.15
Removals	Min £350	Min £350
Removals – Administration charge	Actual removal cost + 20%	Actual removal cost + 20%
Storage		
Storage	£10 per sq ft (dependent on time and amount of storage)	£10 per sq ft (dependent on time and amount of storage)
Storage – Administration Charge	Actual storage cost + 20%	Actual storage cost + 20%
Copying of homeless files	£12.61	£12.61
Temporary Accommodation – replacement locks/key fobs	£10 (varies dependent on cost of lock)	£10 (varies dependent on cost of lock)
Temporary Accommodation – replacement locks/key fobs –	Actual Cost +20% of cost	Actual Cost +20% of cost

Administration Charge		
Temporary Accommodation – Clearance/cleaning	Dependant on size of clearance and extent of clean needed	Dependant on size of clearance and extent of clean needed
Temporary Accommodation – Clearance/cleaning – Administration Charge	Actual cost +20%	Actual cost +20%
Reference Request – Tenancy Management	£31.52	£31.52

Members Interests

Members of the Council must declare any pecuniary or non-pecuniary interests and the nature of the interest at the beginning of an agenda item and that, on declaring a pecuniary interest, they are required to leave the Chamber.

- **What are pecuniary interests?**

A person's pecuniary interests are their business interests (for example their employment trade, profession, contracts, or any company with which they are associated) and wider financial interests they might have (for example trust funds, investments, and asset including land and property).

- **Do I have any disclosable pecuniary interests?**

You have a disclosable pecuniary interest if you, your spouse or civil partner, or a person you are living with as a spouse or civil partner have a disclosable pecuniary interest set out in the Council's Members' Code of Conduct.

- **What does having a disclosable pecuniary interest stop me doing?**

If you are present at a meeting of your council or authority, of its executive or any committee of the executive, or any committee, sub-committee, joint committee, or joint sub-committee of your authority, and you have a disclosable pecuniary interest relating to any business that is or will be considered at the meeting, you must not :

- participate in any discussion of the business at the meeting, or if you become aware of your disclosable pecuniary interest during the meeting participate further in any discussion of the business or,
- participate in any vote or further vote taken on the matter at the meeting.

These prohibitions apply to any form of participation, including speaking as a member of the public.

- **Other Pecuniary Interests**

Other Pecuniary Interests are also set out in the Members' Code of Conduct and apply only to you as a Member.

If you have an Other Pecuniary Interest in an item of business on the agenda then you must disclose that interest and withdraw from the room while that business is being considered

- **Non-Pecuniary Interests**

Non –pecuniary interests are set out in the Council's Code of Conduct and apply to you as a Member and also to relevant persons where the decision might reasonably be regarded as affecting their wellbeing.

A 'relevant person' is your spouse or civil partner, or a person you are living with as a spouse or civil partner

If you have a non-pecuniary interest in any business of the Authority and you are present at a meeting of the Authority at which the business is considered, you must disclose to that meeting the existence and nature of that interest whether or not such interest is registered on your Register of Interests or for which you have made a pending notification.

Housing and Health Committee Terms of Reference

General Powers of Committees

This scheme of delegation sets out the functions of the Council to be discharged by its Committees and Sub- Committees and includes the terms of reference of statutory and non statutory bodies set up by the Council.

Each committee or sub committee will have the following general powers and duties:

- (a) To carry out the duties and powers of the Council within current legislation;
- (b) To comply with the Council's standing orders and financial regulations;
- (c) To operate within the budget allocated to the committee by the Council.
- (d) To guide the Council in setting its policy objectives and priorities including new initiatives, and where appropriate make recommendations to Council
- (e) To develop, approve and monitor the relevant policies and strategies relating to the Terms of Reference of the Committee;
- (f) To secure satisfactory standards of service provision and improvement, including monitoring of contracts, Service Level Agreements and partnership arrangements;
- (g) To consider and approve relevant service plans;
- (h) To determine fees and charges relevant to the Committee;

Housing and Health Committee

The functions within the remit of the Housing Committee are set out below

- 1) Affordable housing
- 2) Housing strategy and investment programme
- 3) The Housing Revenue Account Business Plan
- 4) Housing standards, homelessness, homelessness prevention and advice
- 5) Housing needs assessment

- 6) Housing benefit - welfare aspects
 - 7) Private sector housing and administration of housing grants
 - 8) Tenancy Management and landlord functions
 - 9) Environmental Health
 - 10) Environmental nuisance and pollution controls
 - 11) Other miscellaneous powers enforced by Environmental Health
 - 12) Food safety and health and safety
1. To make recommendations to Finance and Resources on the setting of rents for Council homes.