

Meeting of the

# CABINET

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Wednesday, 7 May 2008 at 5.30 p.m.

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## AGENDA – SECTION ONE

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### VENUE

Committee Room, 1st Floor, Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG

#### Members:

Councillor Denise Jones (Chair)	– (Leader of the Council)
Councillor Sirajul Islam (Vice-Chair)	– (Deputy Leader of the Council)
Councillor Ohid Ahmed	– (Lead Member, Regeneration, Localisation and Community Partnerships)
Councillor Abdul Asad	– (Lead Member, Employment and Skills)
Councillor Shafiqul Haque	– (Lead Member, Development)
Councillor Clair Hawkins	– (Lead Member, Children's Services)
Councillor Shiria Khatun	– (Lead Member, Culture)
Councillor Joshua Peck	– (Lead Member, Resources and Performance)
Councillor Abdal Ullah	– (Lead Member, Cleaner, Safer, Greener)
Councillor Motin Uz-Zaman	– (Lead Member, Health and Wellbeing)

**[Note: The quorum for this body is 3 Members].**

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact:

Angus Taylor, Democratic Services,

Tel: 020 7364 4333, E-mail: [angus.taylor@towerhamlets.gov.uk](mailto:angus.taylor@towerhamlets.gov.uk)

**LONDON BOROUGH OF TOWER HAMLETS**

**CABINET**

**WEDNESDAY, 7 MAY 2008**

**5.30 p.m.**

**1. APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

**2. DECLARATIONS OF INTEREST**

**PAGE  
NUMBER  
1 - 2**

**WARD(S)  
AFFECTED**

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992. See attached note from the Chief Executive.

**3. UNRESTRICTED MINUTES**

**3 - 26**

To confirm as a correct record of the proceedings the unrestricted minutes of the ordinary meeting of the Cabinet held on 2<sup>nd</sup> April 2008.

**4. DEPUTATIONS & PETITIONS**

To receive any deputations or petitions.

**5. AUDIT COMMISSION ANNUAL AUDIT AND  
INSPECTION LETTER 2006/2007 -  
PRESENTATION BY DISTRICT AUDITOR**

**27 - 42**

**All Wards**

The Annual letter produced by the Audit Commission summarises the key issues arising from the Council's audit and inspection Programme for 2006/2007. The District Auditor who managed the programme, Mr Kash Pandya will be present at the meeting to present the Annual Letter and to answer any questions Members may have.

	<b>PAGE NUMBER</b>	<b>WARD(S) AFFECTED</b>
<b>6. OVERVIEW &amp; SCRUTINY COMMITTEE</b>		
<b>6 .1 Chair's advice of Key Issues or Questions in relation to Unrestricted Business to be considered</b>		
<p>To receive any advice of key issues or questions in relation to the unrestricted business of the Cabinet, arising from the meeting of the Overview and Scrutiny Committee held on 6<sup>th</sup> May 2008.</p>		
<b>6 .2 Any Unrestricted Decisions "Called in" by the Overview &amp; Scrutiny Committee</b>		<b>Whitechapel</b>
<p>(Under provisions of Article 6 Para 6.02 V of the Constitution).</p> <p>The following item has been "called in" for further consideration by the Overview and Scrutiny Committee at its meeting to be held on 6<sup>th</sup> May 2008. Should the Overview and Scrutiny Committee, upon consideration, refer the reports back to the Cabinet for further consideration Members will receive a copy of each report and the decision/ recommendations of the Overview and Scrutiny Committee at the Cabinet meeting.</p> <p>(i) Disposal of Land 10 Backchurch Lane E1(CAB 156/078)</p>		

## **UNRESTRICTED REPORTS FOR CONSIDERATION**

<b>7. A BETTER PLACE FOR LIVING SAFELY</b>		
<b>7 .1 Procurement of Integrated Recycling Services Contract (CAB 159/078)</b>	<b>43 - 50</b>	<b>All Wards</b>
<b>7 .2 Local Implementation Plan 2005-2011 Progress Report (CAB 160/078)</b>	<b>51 - 74</b>	<b>All Wards</b>
<b>7 .3 Mail Forwarding Businesses Registration (CAB 161/078)</b>	<b>75 - 82</b>	<b>All Wards</b>
<b>7 .4 Five Borough Agreement For The Provision Of Building Control Services To The Olympic Delivery Authority For Olympic Building Regulation Applications (CAB 162/078)</b>	<b>83 - 148</b>	<b>All Wards</b>
<b>8. A BETTER PLACE FOR LIVING WELL</b>		
<b>8 .1 Disposal of Coventry Cross Estate to Poplar HARCA (CAB 163/078)</b>	<b>149 - 162</b>	<b>Bromley-By-Bow</b>

	PAGE NUMBER	WARD(S) AFFECTED
<b>9. A BETTER PLACE FOR CREATING AND SHARING PROSPERITY</b>		
9 .1 Conservation Area Selection Criteria, Areas which Match those Criteria and Public Consultation (CAB 164/078)	163 - 202	All Wards
9 .2 Whitechapel Centre (CAB 165/078)	203 - 214	Whitechapel
<b>10. A BETTER PLACE FOR LEARNING, ACHIEVEMENT AND LEISURE</b>		
Nil items.		
<b>11. A BETTER PLACE FOR EXCELLENT PUBLIC SERVICES</b>		
11 .1 Heron Quay West - Proposal to use Compulsory Purchase Powers to Aid Land Assembly and Development (CAB 166/078) - To Follow		Millwall
<b>12. ANY OTHER UNRESTRICTED BUSINESS CONSIDERED TO BE URGENT</b>		
<b>13. UNRESTRICTED REPORTS FOR INFORMATION</b>		
13 .1 Exercise of Corporate Director Discretions (CAB 167/078)	215 - 220	All Wards
<b>14. EXCLUSION OF THE PRESS AND PUBLIC</b>		

In view of the contents of the remaining items on the agenda, the Committee is recommended to adopt the following motion:

“That, under the provisions of Section 100A of the Local Government Act, 1972 as amended by the Local Government (Access to Information) Act, 1985, the Press and Public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A to the Local Government, Act 1972”.

**EXEMPT/CONFIDENTIAL SECTION (PINK)**

The Exempt / Confidential (Pink) Committee papers in the Agenda will contain information, which is commercially, legally or personally sensitive and should not be divulged to third parties. If you do not wish to retain these papers after the meeting, please hand them to the Committee Officer present.

**15. EXEMPT / CONFIDENTIAL MINUTES**

To confirm as a correct record of the proceedings the exempt / confidential minutes of the ordinary meeting of the Cabinet held on 2<sup>nd</sup> April 2008.

**16. OVERVIEW & SCRUTINY COMMITTEE**

**16 .1 Chair's advice of Key Issues or Questions in relation to Exempt / Confidential Business to be considered.**

Nil items.

**16 .2 Any Exempt / Confidential Decisions "Called in" by the Overview & Scrutiny Committee**

(Under provisions of Article 6 Para 6.02 V of the Constitution).

Nil items.

**EXEMPT / CONFIDENTIAL REPORTS FOR CONSIDERATION**

**17. A BETTER PLACE FOR LIVING SAFELY**

Nil items.

**18. A BETTER PLACE FOR LIVING WELL**

Nil items.

**19. A BETTER PLACE FOR CREATING AND SHARING PROSPERITY**

Nil items.

**20. A BETTER PLACE FOR LEARNING, ACHIEVEMENT AND LEISURE**

Nil items.

**21. A BETTER PLACE FOR EXCELLENT PUBLIC SERVICES**

Nil items.

**22. ANY OTHER EXEMPT/ CONFIDENTIAL BUSINESS CONSIDERED TO BE URGENT**

**23. EXEMPT / CONFIDENTIAL REPORTS FOR  
INFORMATION**

Nil items.

**SCRUTINY PROCESS**

The Overview and Scrutiny Committee, at its meeting on **Tuesday 10<sup>th</sup> June 2008** may scrutinise provisional decisions made in respect of any of the reports attached, if it is "called in" by **five** or more Councillors except where the decision involves a recommendation to full Council.

The deadline for "Call-in" is: Friday 16<sup>th</sup> May 2008 (5.00 p.m.)

The deadline for Deputations is: Wednesday 4th June 2008 (5.00 p.m.)

Councillors wishing to "call-in" a provisional decision, or members of the public wishing to submit a deputation request, should contact:

**John Williams**  
**Service Head Democratic Services:**  
**020 7364 4205**

# Agenda Item 2

## DECLARATIONS OF INTERESTS - NOTE FROM THE CHIEF EXECUTIVE

This note is guidance only. Members should consult the Council's Code of Conduct for further details. Note: Only Members can decide if they have an interest therefore they must make their own decision. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending at a meeting.

### Declaration of interests for Members

Where Members have a personal interest in any business of the authority as described in paragraph 4 of the Council's Code of Conduct (contained in part 5 of the Council's Constitution) then s/he must disclose this personal interest as in accordance with paragraph 5 of the Code. Members must disclose the existence and nature of the interest at the start of the meeting and certainly no later than the commencement of the item or where the interest becomes apparent.

You have a **personal interest** in any business of your authority where it relates to or is likely to affect:

- (a) An interest that you must **register**
- (b) An interest that is not on the register, but where the well-being or financial position of you, members of your family, or people with whom you have a close association, is likely to be affected by the business of your authority more than it would affect the majority of inhabitants of the ward affected by the decision.

Where a personal interest is declared a Member may stay and take part in the debate and decision on that item.

**What constitutes a prejudicial interest?** - Please refer to paragraph 6 of the adopted Code of Conduct.

**Your personal interest will also be a prejudicial interest in a matter if (a), (b) and either (c) or (d) below apply:-**

- (a) A member of the public, who knows the relevant facts, would reasonably think that your personal interests are so significant that it is likely to prejudice your judgment of the public interests; AND
- (b) The matter does not fall within one of the exempt categories of decision listed in paragraph 6.2 of the Code; AND EITHER
- (c) The matter affects your financial position or the financial interest of a body with which you are associated; or
- (d) The matter relates to the determination of a licensing or regulatory application

The key points to remember if you have a prejudicial interest in a matter being discussed at a meeting:-

- i. You must declare that you have a prejudicial interest, and the nature of that interest, as soon as that interest becomes apparent to you; and
- ii. You must leave the room for the duration of consideration and decision on the item and not seek to influence the debate or decision unless (iv) below applies; and

- iii. You must not seek to improperly influence a decision in which you have a prejudicial interest.
- iv. If Members of the public are allowed to speak or make representations at the meeting, give evidence or answer questions about the matter, by statutory right or otherwise (e.g. planning or licensing committees), you can declare your prejudicial interest but make representations. However, you must immediately leave the room once you have finished your representations and answered questions (if any). You cannot remain in the meeting or in the public gallery during the debate or decision on the matter.



**LONDON BOROUGH OF TOWER HAMLETS**

**MINUTES OF THE CABINET**

**HELD AT 5.35 P.M. ON WEDNESDAY, 2 APRIL 2008**

**COMMITTEE ROOM C1, 1ST FLOOR, TOWN HALL, MULBERRY PLACE, 5  
CLOVE CRESCENT, LONDON, E14 2BG**

**Members Present:**

Councillor Denise Jones (Chair)	(Leader of the Council)
Councillor Ohid Ahmed	(Lead Member, Regeneration, Localisation and Community Partnerships)
Councillor Abdul Asad	(Lead Member, Employment and Skills)
Councillor Shafiqul Haque	(Lead Member, Development)
Councillor Clair Hawkins	(Lead Member, Children's Services)
Councillor Sirajul Islam (Vice-Chair)	(Deputy Leader of the Council)
Councillor Shiria Khatun	(Lead Member, Culture)
Councillor Joshua Peck	(Lead Member, Resources and Performance)
Councillor Abdal Ullah	(Lead Member, Cleaner, Safer, Greener)
Councillor Motin Uz-Zaman	(Lead Member, Health and Wellbeing)

**Other Councillors Present:**

Councillor M. Shahid Ali	
Councillor Stephanie Eaton	(Leader Liberal Democrat Group and Scrutiny Lead Member: Health)
Councillor Marc Francis	(Chair of Overview and Scrutiny Committee)
Councillor Peter Golds	(Leader Conservative Group)
Councillor Abjol Miah	(Leader of the Respect Group)
Councillor Oliur Rahman	(Leader of the Respect Unity Coalition Group)
Councillor Dulal Uddin	

**Others Present:**

**Officers Present:**

Lara Cerroni	– (Communications Officer, Communications, Chief Executive's)
Eloise Clark	– (Communications Officer, Chief Executive's)
Kevan Collins	– (Corporate Director, Children's Services)
Margaret Cooper	– (Head of Transportation and Highways,

	Communities, Localities and Culture)
Luke Cully	– (Finance Manager, Communities, Localities and Culture)
Mary Durkin	– (Interim Service Head, Youth and Community Learning)
Alan Finch	– (Service Head Corporate Finance, Resources)
Isabella Freeman	– (Assistant Chief Executive [Legal Services] and Monitoring Officer)
John Goldup	– (Corporate Director, Adults Health and Wellbeing)
Stephen Halsey	– (Corporate Director, Communities, Localities & Culture)
Stephen Hartley	– Cabinet Executive Assistant, Democratic Services, Chief Executive's)
Chris Holme	– (Service Head, Resources, Development and Renewal)
Afazul Hoque	– (Acting Scrutiny Policy Manager, Scrutiny and Equalities, Chief Executive's)
Helen Jenner	– (Service Head, Early Years Children and Learning, Children's Services)
Michael Keating	– (Acting Assistant Chief Executive, Chief Executive's)
Maureen McEleney	– (Director of Housing Management)
Chris Naylor	– (Corporate Director, Resources)
Emma Peters	– (Corporate Director, Development and Renewal)
Susan Ritchie	– (Acting Head of Participation and Engagement, Chief Executive's)
Charles Skinner	– (Service Head Communications, Chief Executive's)
Martin Smith	– (Chief Executive)
Jebin Syeda	– (Scrutiny Policy Officer, Scrutiny and Equalities, Chief Executive's)
Owen Whalley	– (Service Head, Major Project Development, Development and Renewal)
Angus Taylor	– (Executive Team Leader, Democratic Services)

### **COUNCILLOR D. JONES IN THE CHAIR**

#### **1. APOLOGIES FOR ABSENCE**

No apologies for absence were received.

#### **2. DECLARATIONS OF INTEREST**

**Councillor J. Peck** declared a prejudicial interest in Agenda item 10.3 (previously detailed as Agenda item 19.1) "Disposal of Land 10 Backchurch Lane E1". The declaration of interest was made on the basis that the report contained recommendations relating to the site in which Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing

Association), had an interest and Councillor Peck was a representative of the Authority on the governing body of Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association).

**Councillor D. Uddin** declared a personal interest in Agenda item 5.2(i) "Cabinet Decision 'Called in' Blackwall Reach Regeneration Project Development Framework" (CAB 158/078). The declaration of interest was made on the basis that the report contained recommendations relating to Robin Hood Gardens and Councillor Uddin's mother was a resident of Robin Hood Gardens.

**Councillor D. Jones** declared a personal interest in Agenda item 8.1 "Rich Mix Cultural Centre Update". The declaration of interest was made on the basis that the report contained recommendations relating to the Rich Mix Cultural Centre and Councillor Jones was a member of the governing body of the Rich Mix Cultural Foundation, the accountable body for the Rich Mix Centre project.

**Councillor S. Khatun** declared a personal interest in Agenda item 8.1 "Rich Mix Cultural Centre Update". The declaration of interest was made on the basis that the report contained recommendations relating to the Rich Mix Cultural Centre and Councillor Khatun was a representative of the Authority on the governing body of the Rich Mix Cultural Foundation, the accountable body for the Rich Mix Centre project.

**Councillor A. Ullah** declared a personal interest in Agenda item 8.1. "Rich Mix Cultural Centre Update". The declaration of interest was made on the basis that the report contained recommendations relating to the Rich Mix Cultural Centre and Councillor Ullah's partner was a member of the governing body of the Rich Mix Cultural Foundation, the accountable body for the Rich Mix Centre project.

**Councillor M. Uz Zaman** declared a personal interest in Agenda item 9.1 "Leasing of Premises for Children's Services". The declaration of interest was made on the basis that the report contained recommendations relating to Poplar HARCA and Councillor Uz Zaman was a representative of the Authority on the governing body of Poplar HARCA.

**Councillor S. Khatun** declared a personal interest in Agenda item 10.1 "Communities, Localities & Cultural Services Directorate Capital Programme 2008/2009". The declaration of interest was made on the basis that the report made reference to Transport for London and Councillor Khatun was a member of the governing body of Transport for London (TfL) and an adviser to the Mayor of London in her capacity as a TfL Board member.

Councillor Uz Zaman, in referring to Agenda item 10.1 "Communities, Localities & Cultural Services Directorate Capital Programme 2008/2009", indicated that he and other members of the Cabinet had received various correspondence in relation to several of the schemes proposed for inclusion in the Capital Programme, and sought clarification as to whether a formal declarations of interest should be made in this context. Ms Freeman,

Assistant Chief Executive (Legal) advised that no formal declaration of interest was required.

**Noted**

**3. UNRESTRICTED MINUTES**

The Chair **Moved** and it was: -

**Resolved**

That the unrestricted minutes of the ordinary meeting of the Cabinet held on 5 March 2008 be approved and signed by the Chair, as a correct record of the proceedings.

**4. DEPUTATIONS & PETITIONS**

At this juncture the Chair Informed members of the Cabinet that the Assistant Chief Executive had received three valid requests, to address them in respect of business on the agenda as follows:-

- Robin Hood Gardens Tenants and Residents Association in relation to Agenda item 5.2(i) "Cabinet decision 'Called In' Blackwall Reach Regeneration Project Development Framework"
- AND Association in relation to Agenda item 10.3 (detailed as Agenda item 19.1 on the order of business) "Disposal of Land 10 Backchurch Lane E1".
- Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association) in relation to Agenda item 10.3 (detailed as Agenda item 19.1 on the order of business) "Disposal of Land 10 Backchurch Lane E1".

**Variation of Agenda Item Number**

The Chair informed members of the Cabinet that the report "Disposal of Land 10 Backchurch Lane E1" (CAB 156/078) had been detailed, in the order of business contained within the agenda previously circulated, as for consideration at Agenda item 19.1 within the part of the agenda Exempt from publication, however the report had not been available for circulation with the main agenda and marked "To Follow" accordingly. However, the final classification of the report had been determined as Unrestricted for publication, and the clerk had accordingly advised that it was procedurally appropriate to consider the report within the Unrestricted part of the agenda at Agenda item 10.3.

**Variation of Order of Business**

The Chair also indicated that she considered it appropriate that the Order of Business be varied for the following reasons:

- To receive the deputations in the order in the order that notice was given.
- To bring forward for early consideration those items of business, which had generated a request for a deputation, so that the deputations were

afforded the opportunity to be present during Cabinet consideration of the item of business to which their deputation related.

- To consider those items of business to which the deputations related at an appropriate juncture, in the context of the provision of all relevant information to members of the Cabinet to facilitate an informed decision on these matters.

The Chair, upon receipt of a request from the AND Association deputees in the Public Gallery that the deputations not be received in order that notice was given, but that receipt of their deputation follow that of the Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association), informed the AND Association deputees that this was contrary to standard procedure; however if the deputees from the Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association) were comfortable with that request she would on this occasion accede to it.

Accordingly the Chair **Moved** the following motion for the consideration of members of the Cabinet, and it was: -

### **Resolved**

That the Order of Business be varied so that following the receipt of the Deputations and Petitions at Agenda item 4, consideration be next given to Agenda item 5.2(i) Any Unrestricted Decisions 'Called In' by the Overview and Scrutiny Committee – "Cabinet Decision 'Called in' Blackwall Reach Regeneration Project Development Framework". Subsequently consideration be next given to Agenda item 5.1 "Chair's Advice of Key Issues or Questions in relation to Unrestricted Business to be considered" and thereafter consideration be given to Agenda item 10.3 Disposal of Land 10 Backchurch Lane E1" (CAB 156/078). Subsequently the Cabinet return to the order of business detailed in the agenda.

### **Note**

**Councillor J. Peck** having declared a prejudicial interest in Agenda item 10.3 (previously detailed as Agenda item 19.1) "Disposal of Land 10 Backchurch Lane E1" withdrew from the proceedings at the commencement of the receipt of both deputations, referred to below, relating to this item of business, being 5.40pm.

**Councillor J Peck** re-entered the proceedings following the receipt of both deputations relating to Agenda item 10.3 (previously detailed as Agenda item 19.1) "Disposal of Land 10 Backchurch Lane E1", being 6.40pm.

At this juncture the Chair informed members of the Cabinet that both the deputation from Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association) and the AND Association had **Tabled** statements; also a statement and petition had been **Tabled** by

the deputation from Robin Hood Gardens TRA; copies of which would be interleaved with the minutes.

Following receipt of the deputations in the following order, the deputation from Robin Hood Gardens not being present in the Public Gallery at the juncture for commencement of the receipt of deputations:

- 1) Bethnal Green and Victoria Park Housing Association (recently renamed Gateway Housing Association)
- 2) AND Association
- 3) Robin Hood Gardens Tenants and Residents Association

points of clarification sought of the deputations and given, and an address from the Lead Member Regeneration and Community Partnerships (in response to the last deputation received), the Chair thanked the deputations for coming to address the Cabinet, commenting that she had on this occasion allowed the time period allocated to deputations to be extended given the serious nature of the matters concerned. The Chair then **Moved** the following motion for the consideration of members of the Cabinet and it was: -

### **Resolved**

1. That the following deputations be formally received and noted: -
  - Mr A. Greenwood, Bethnal Green and, Mr J. Aldenton, Tower Hamlets Environment Trust in respect of Agenda Item 10.3 “Disposal of Land 10 Backchurch Lane E1” (CAB 156/078), previously detailed in the order of business as Agenda item 19.1).
  - Ms J. Boswell – Jones and Mr I. Saray, AND Association, in respect of Agenda Item 10.3 “Disposal of Land 10 Backchurch Lane E1” (CAB 156/078), previously detailed in the order of business as Agenda item 19.1).
  - Mr A. Halim, Robin Hood Gardens Tenants and Residents Association, in respect of Agenda Item 5.2(i) “Cabinet Decision ‘Called in’ Blackwall Reach Regeneration Project Development Framework” (CAB 158/078).
2. That the points raised by the deputations be given consideration during the Cabinet deliberation of the items of business to which the deputations related; and
3. That any outstanding issues raised by the deputation be referred to the Corporate Director Development and Renewal for attention and response in writing within 28 days, in accordance with the Authority’s Constitution (Part 4, Rules of Procedure, Section 4.1 Council Procedure Rules, Rule 20 Deputations).

## **5. OVERVIEW & SCRUTINY COMMITTEE**

## 5.1 Chair's advice of Key Issues or Questions in relation to Unrestricted Business to be considered

Please note that the order of business was varied by resolution of the Cabinet earlier in the proceedings in order to allow this item to be considered following Agenda Item 5.2(i) Any Unrestricted Decisions 'Called In' by the Overview and Scrutiny Committee – "Cabinet Decision 'Called in' Blackwall Reach Regeneration Project Development Framework", however for ease of reference the deliberations of the Cabinet, and subsequent decisions taken, are set out below in the order detailed in the agenda.

The Chair informed members of the Cabinet that Councillor Francis, Chair of the Overview and Scrutiny Committee, had **Tabled** a sheet of questions/ comments arising from the deliberations of the Overview and Scrutiny Committee, held on 1<sup>st</sup> April 2008, in respect of the unrestricted business contained in the agenda for consideration, a copy of which would be interleaved with the minutes.

Councillor Francis, Chair of the Overview and Scrutiny Committee:-

- Thanked Councillor Uz Zaman, Lead Member Adults Health and Wellbeing for attending the Overview and Scrutiny Committee the previous evening for the "Scrutiny Spotlight".
- Informed members of the Cabinet that the Overview and Scrutiny Committee had endorsed the conclusions and recommendations arising from two scrutiny reviews, undertaken in the current Municipal Year, in relation to:
  - Cessation of Smoking
  - Licensing of Strip Club Premisesand thanked those who had contributed to the review.
- Informed members of the Cabinet that he had nothing to add to the questions/ comments raised by the Overview and Scrutiny Committee, as set out in the tabled paper regarding: -
  - Agenda Item 9.1 "Leasing of Premises for Children's Centres" (CAB 151/078)
  - Agenda Item 9.2 "Lifelong Learning Service: Proposed Fees and Charges for the 2008/09 Academic Year" (CAB 152/078)
  - Agenda Item 10.3 "Disposal of Land 10 Backchurch Lane E1" (CAB 156/078)

The Chair thanked Councillor Francis for presenting the contribution of the Overview and Scrutiny Committee; and then **Moved** and it was: -

### **Resolved**

That the questions and comments of the Overview and Scrutiny Committee be noted, and that these be given consideration during the Cabinet deliberation of the items of business to which the questions and comments related.

## 5.2 Any Unrestricted Decisions "Called in" by the Overview & Scrutiny Committee

Please note that the order of business was varied by resolution of the Cabinet earlier in the proceedings in order to allow this item to be considered following Agenda Item 4. "Deputations and Petitions", however for ease of reference the deliberations of the Cabinet, and subsequent decisions taken, are set out below in the order detailed in the agenda.

Councillor Francis, Chair of the Overview and Scrutiny Committee, briefly addressed members of the Cabinet in respect of that committee's further deliberation of a "call in" of the decision of the Cabinet, held on 5<sup>th</sup> March 2008, made in relation to the "Draft Ocean New Deal for Communities Delivery Plan 2008/09": outlining points of concern raised, the persuasive case for the Cabinet decision presented by the Lead Member, and subsequent endorsement of that decision.

### 5.2(i) Cabinet Decision "Called in" Blackwall Reach Regeneration Project – Development Framework (CAB 158/078)

The Chair informed members of the Cabinet that Councillor Francis, Chair of the Overview and Scrutiny Committee, had **Tabled** a reference arising from the deliberations of the Overview and Scrutiny Committee, held on 1<sup>st</sup> April 2008, in respect of the provisional decision of the Cabinet, held on 5<sup>th</sup> March 2008, made in relation to Blackwall Reach Regeneration Project – Development Framework (CAB 136/078), a copy of which would be interleaved with the minutes.

Councillor Francis, Chair of the Overview and Scrutiny Committee, addressed members of the Cabinet in relation to the tabled reference of the Overview and Scrutiny Committee (CAB 158/078), and requests contained therein, highlighting focal points of the further deliberation of this matter by the Committee, including those set out below, and advising of the narrow margin by which the Committee resolved to refer the provisional decision of the Cabinet regarding this matter back to the Cabinet for further consideration:

- Concerns regarding consultation undertaken with residents in relation to regeneration options and in particular a lack of clarity in communicating to tenants that demolition of Robin Hood Gardens may result in their inability to remain secure tenants, unless they moved to another part of the Borough, resulting in support for an option they now believed contrary to their interests and against their desire not to transfer to a Housing Association.
- Concerns regarding the impact on other families on the Authority's housing waiting list of granting decant status to a substantial number of households, as part of the development proposals, should these residents insist on moving to another council flat elsewhere in the Borough (rather than to a new Registered Social Landlord Property); and the consequent need to press Officers of the Authority regarding the phasing of the demolition of Robin Hood Gardens in relation to the proposed development on the St Mathias site.



- Concerns regarding the total number of affordable homes especially social rented homes proposed within the planning framework for Blackwall Reach and in particular that this did not meet the 50% target of the Mayor of London. The Committee although reassured that room sizes in the new homes would be at English Partnerships' minimum standard of 10% above the old Parker Morris standards, remained uncertain that efforts being made to bring low cost home ownership units within reach of those households on average income would be successful.
- Scepticism of the cost benefit analysis of the proposal undertaken by the Development and Renewal Directorate, and in particular the estimated cost of £20 million for refurbishing Robin Hood Gardens to achieve Decent Homes Standard, based on comparatives with Balfron Tower, given the two blocks were structurally sound. Also concerns that the Concrete Consultancy had outlined options to achieve a long term solution with specific works and these remained uncostered.
- A sense that the architectural merits and significance of Robin Hood Gardens were a matter for experts to determine and disappointment that Officers of the Authority recommended the lobbying of English Heritage for a Certificate of Immunity to prevent listing, particularly in the context of parallels with the 1990's case of Keeling House in Bethnal Green, which had subsequently been listed, repaired and refurbished and was now a feature of the area.

And concluding by commending that the Cabinet set aside their previous decision and instead undertook further consultation with residents in relation to a more organic approach to the future regeneration of their estate.

Councillor Francis also commented that, whatever decision the Cabinet reached on this matter, substantial numbers of residents of Robin Hood Gardens would continue to live there for some time to come and much better management and maintenance of communal areas was essential, given the unsavoury conditions found on his site visit the previous day. He requested that the Director of Housing Management be instructed to take action accordingly.

Councillor Francis, Chair of the Overview and Scrutiny Committee, responded to a request for clarification from a member of the Cabinet regarding any discussion, during the deliberations of the Overview and Scrutiny Committee, of the proactive nature of the application for a Certificate of Immunity from Listing in relation to Robin Hood Gardens.

The Chair informed members of the Cabinet that a detailed response to the matters raised by the Overview and Scrutiny Committee in the tabled reference regarding this agenda item, had been **Tabled** on behalf of the Corporate Director Development and Renewal, a copy of which would be interleaved with the minutes.

Mr Whalley, Service Head Major Project Development - Development and Renewal, at the request of the Chair, also addressed members of the Cabinet in relation to the matters raised by the Overview and Scrutiny Committee in

the tabled reference regarding this agenda item highlighting key points as follows:

- The reference to the Statement of Community Participation referred to a report prepared by a specialist community consultant appointed to consult with a wide range of local stakeholders on the draft Development Framework. The consultation was managed jointly by English Partnerships and Officers of the Authority and was run in a robust manner, achieving a good level of participation, which included more than 100 home visits (over half of households) and culminating in a keynote event involving the whole community in November 2007. The consultation company had acted with professionalism and integrity and Mr Whalley did not accept that residents had been hoodwinked in any way. This consultation which was very comprehensive outlined a number of issues.
  - There was strong support for demolition and the provision of new affordable homes
  - 77% residents would like to remain in the area, to benefit from its regeneration
  - 39% of residents would consider a move elsewhere in Tower Hamlets
  - 18% of residents aspired to move outside Tower Hamlets
  - 95% of residents also think they would like to remain in Council tenure
  - more than one third of tenants would consider housing association tenure
  - nearly half the residents would consider home ownership, if this were possible
- The Authority was committed to meeting residents' desires to remain in the neighbourhood following the redevelopment, and was fully committed to exploring how residents' aspirations in relation to tenure could be met:
  - The Authority was also exploring with English Partnerships the options for a Local Housing Company at Blackwall Reach, which may have potential to help meet a wider variety of tenure aspirations.
  - Officers of the Authority were also continuing to pursue the additional resolutions relating to affordable housing stipulated by the Cabinet in April 2008.
  - Intensive consultation with residents would continue to be undertaken in a number of ways. A rehousing needs assessment process would begin to find out what peoples' needs are and where they would like to live, given the opportunity. Work would continue to explain the similarities between Council and Registered Social Landlord (RSL) landlords and between secure and assured tenancies, but pressure would not be put on tenants in any way.
  - The Authority and English Partnerships would also endeavour to ensure that the procured RSL partner offers special contractual guarantees to preserve the existing rights of secure tenants,

such as the right to buy. It was envisaged that these safeguards would help to reassure the tenants who wished to remain, that their existing rights would be protected.

- There were currently approximately 215 units of rented accommodation in the Blackwall Reach area but the redevelopment option was based on the principle of provision of up to approximately 3000 new homes, including achievement of 35% affordable (approximately 1000 with 800 new), predominantly social rented homes. The current aim was for around 600 new social rented homes, including those for existing Council tenants in the area who wish to take up this option. This compared with 206 homes for rent at present. The Authority had a unique opportunity to work with English Partnerships to deliver an area-wide regeneration project, which will benefit not just the existing residents of Robin Hood Gardens, but also the waiting list applicants across the Borough, through the provision of substantial numbers of additional new homes for rent and intermediate ownership. With regard to the Mayor of London 50% target for affordable homes continuing negotiations with other stakeholders in the land would determine what was eventually achievable in this regard.
- Although the concrete works element, to which Councillor Francis had referred, was essential to any refurbishment of Robin Hood Gardens, there were also a range of other issues which needed addressing and the cost differential with Balfron Tower was very substantial.
- The Authority had acted positively and proactively in seeking a Certificate of Immunity from listing in relation to Robin Hood Gardens with a view to achieving clarity regarding its listing status. Should the Certificate not be granted and the building listed a further report would be submitted to the Cabinet setting out the options to adapt the development framework having regard to its listed status and the range of objectives and benefits achievable as a result.

Mr Whalley, Service Head Major Project Development - Development and Renewal, at the request of the Chair, also addressed members of the Cabinet in relation to the matters raised by the deputation earlier in the proceedings regarding this agenda item, firstly drawing their attention to the tabled response of the Corporate Director to the "Call In" which addressed many of the points raised by the deputation and petition, but also highlighting key issues as follows:-

- The existence of a letter, dated March 2008, from Mr Whalley to Mr. Halim (Chair of the Robin Hood Gardens TRA) in response to the points raised in the petition, which had also been presented to the meeting of the full Council in February 2008.
- Noting that clearly the community's responses reflect a wide range of aspirations and genuine concerns, and advising that the Cabinet report, as well as affirming the robustness of consultation, recognised that more ongoing work was needed to help local people understand

the various options and forms of tenure, so they could make informed decisions.

- Advising that the Cabinet report makes clear that the Authority and English Partnerships are committed to working with residents, for example through the new joint Local Voices Group, to provide an opportunity for residents to articulate their concerns, so that these can be addressed.
- Informing those present that a great deal more consultation would be carried out, including:-
  - consultation on the development framework, towards an outline planning application
  - ongoing work with residents and the “Local Voices Group” to develop a residents' charter
  - providing information about the rehousing strategy, the decant process and the options for tenants to take up an option to return (to an RSL home) if this is their preference
  - providing tenants with comparative information about RSL's, and reassurance that their key tenancy terms and conditions can be preserved, so there would be little difference between the two tenures
- Advising that what was proposed was not a stock transfer. Unlike a stock transfer the tenants would have the option of staying with the Council if they wished, through the decant process, or of applying for a new home in the area with an RSL partner. The Council will require that their key existing rights as secure tenants are preserved and recognised that the existing mosque and community facilities also must be preserved.

The Lead Member Regeneration and Community Partnerships commented that engagement with local people regarding the development proposals had been comprehensive.

The Chair noted that Mr Halim, Chair of the Robin Hood Gardens TRA, had relayed concerns of local residents regarding loss of a secure tenancy under the development proposals, and commented that it was apparent that there was a great deal of misunderstanding around this matter. Accordingly the Chair read the following statement prepared by the Director of Housing Management, requesting its inclusion in the record of the meeting:

#### “Council Versus Registered Social Landlord Tenancies

The main difference between a council and an RSL tenancy is that they are governed by different legislation. Rights for council tenants are covered mainly by the Housing Act 1985 and RSL tenants by the Housing Act 1988.

Where the council has transferred its homes to RSLs, as through Housing Choice, the tenancy agreements, which the council required the RSLs to use ensure that tenants keep their key rights and security they enjoy with the council.

In the case of Robin Hood Gardens, the Council and English Partnerships will endeavour to ensure that the RSL partner offers special contractual guarantees to preserve the existing rights of secure tenants, such as the right to buy.

Therefore in practical terms there will be little difference between the security and rights offered by an RSL and the Council. Tenants would keep their security of tenure and possession could only be granted through a court order. In particular we will ensure that the RSL: -

- Cannot use the Grounds 8 and 11 of Schedule 2 of the Housing Act 1988 that grant possession if the tenant is 8 weeks in arrears or pays persistently late;
- Will apply the same rights of succession; assignment and exchange as the Council;
- Will grant a preserved Right to Buy in addition to the Right to Acquire that applies to many RSL tenants.

The maximum discount permissible for both the Right to Buy and the Right to Acquire in Tower Hamlets is £16,000."

Councillor Peck, Lead Member Resources and Performance, considered that the Authority had a responsibility to deliver Decent Homes for and protect the rights of both its existing tenants and the approximately 24,000 people on the Authority's Housing waiting list; but also had an obligation to weigh the merits of this against the positives arising from the preservation of Robin Hood Gardens. Councillor Peck continued that if members of the Cabinet had heard the expression of a strong desire on the part of the residents of Robin Hood Gardens to remain in their homes they would be give the case for preservation and refurbishment more consideration, however the residents welcomed the prospect of new homes of Decent Homes Standard. Councillor Peck concluded that, having weighed the positives and negatives of the development proposals, he considered that the Cabinet had reached the right decision in respect of this matter, at its meeting held on 5<sup>th</sup> March 2008 and accordingly proposed that the provisional decision be reaffirmed.

Mr Whalley, Service Head Major Project Development - Development and Renewal, responded to a request for clarification from a member of the Cabinet in relation to the nature of future consultation regarding this matter and the management of associated expectations.

Ms McEleney, Director Housing Management, commented that it was disappointing that the communal areas of Robin Hood Gardens remained in an unsavoury state given the great effort that had been made to address anti social behaviour here. Ms McEleney assured members of the Cabinet that the estate was included in the first tranche of a programme of works, including painting and cleansing of stairwells, which would commence in the near future.

The Chair in **Seconded** the motion from Councillor Peck, and it was: -

**Resolved (on a vote of nine for and none against)**

1. That the advice /comments of the Overview and Scrutiny Committee, as detailed in the Tabled Reference (CAB 158/078), be noted; and
2. That the provisional decision of the Cabinet, made on 5<sup>th</sup> March 2008, in relation to Blackwall Reach Regeneration Project – Development Framework (CAB 136/078) be reaffirmed.

At this juncture the Chair informed those present that the Cabinet had now been sitting for two hours and it would be appropriate to have a comfort break. Accordingly the Chair **Moved** the following motion for the consideration of members of the Cabinet, and it was: -

**Resolved**

That the Cabinet adjourn for a period of 10 minutes, at 7.30pm, and that the meeting reconvene at 7.40pm.

**The meeting adjourned at 7.30pm**  
**The meeting reconvened at 7.40pm**

**6. A BETTER PLACE FOR LIVING SAFELY****6.1 Framework Contracts for Transportation & Highways Works 2008-2013 (CAB 148/078)****6.1A Framework Contracts for Transportation & Highways Works 2008-2013 Addendum Report (CAB 157/078)**

Mr Halsey, Corporate Director Communities, Localities and Culture, at the request of the Chair, in introducing the report and addendum in particular briefly explaining the rationale for and contents of the addendum report.

Mr Halsey, Corporate Director Communities, Localities and Culture, also responded to requests for clarification/ assurance, in relation to the following matters:-

- Local labour in construction clause within the contract – meaning and mechanisms for delivery including the approach to joint working with Skills Match and other employment brokers in the Borough.
- Monitoring contractor compliance with the Authority's Workforce to Reflect the Community policy.
- Non inclusion of a highways improvement scheme for Abbott Road.
- The scope of the lead role of the London Borough of Newham.
- Monitoring of highways contractors to ensure appropriate consideration of issues related to disability, maintaining a tidy street scene and compliance with controlled parking regulations.

The Chair **Moved** recommendations contained in paragraph 2.1 and 2.3 of the original report (CAB 148/078) and a revised recommendation 2.2 as set out in paragraph 2.1 the Addendum Report (CAB 157/078), and it was:-

### **Resolved**

1. That the review and assessment process in respect of the Framework Contracts for Transportation & Highways works, set out at Sections 4 and 5 of the report (CAB 148/078), be noted;
2. That the appointment of the preferred bidders for each of the Framework Contracts, for the period 1<sup>st</sup> July 2008 to 31<sup>st</sup> March 2013, as detailed in paragraphs 4.2, 5.2, 6.2, 7.2 and 8.2 of the Addendum Report (CAB 157/078), be approved; and.
3. That the Corporate Director Communities, Localities and Culture after consultation with the Lead Member Cleaner, Safer, Greener be authorised to assess tenders for the partnering contract with neighbouring boroughs and endorse the award of the contract agreed by the London Borough of Newham as lead borough.

## **7. A BETTER PLACE FOR LIVING WELL**

### **7.1 Procuring a Local Involvement Network (LINKs) (CAB 149/078) - Report to Follow**

The Chair informed members of the Cabinet of the special circumstances and reasons for urgency associated with the report:

- The report was unavailable for public inspection within the standard timescales set out in the Authority's Constitution, because of the need to allow full analysis, at Chief Officer level, of the implications and associated costs of the new statutory duty placed on the Authority to make arrangements for a LINK.
- Chief Officers consider it important that a Cabinet decision in relation to the procurement of a host organisation for the LINK is obtained at the earliest opportunity, to ensure that arrangements are implemented expeditiously in the context of 3 year Government funding commencing 2008/09, and a need for timely compliance with the new statutory duty.

The Chair **Moved** and it was: -

### **Resolved**

1. That the new arrangements for involving the public in the provision and quality of health and social care services through the establishment of the Local Involvement Network be noted;

2. That the procurement of a host organisation for the LINK by the Corporate Director, Communities, Localities and Culture after consultation with the Lead Member, Health and Wellbeing be agreed.

## **8. A BETTER PLACE FOR CREATING AND SHARING PROSPERITY**

### **8.1 Rich Mix Cultural Centre Update (CAB 150/078)**

Mr Holme, Service Head Resources, Development and Renewal, also responded to requests for clarification/ assurance, in relation to the organisations currently accommodated at the Rich Mix Cultural Centre.

The Chair **Moved** and it was: -

#### **Resolved:**

That the current position in respect of the Rich Mix Cultural Centre, as set out in paragraph 4 of the report (CAB 150/078), be noted.

## **9. A BETTER PLACE FOR LEARNING, ACHIEVEMENT AND LEISURE**

### **9.1 Leasing of Premises for Children's Centres (CAB 151/078)**

Mr Collins, Corporate Director Children's Services, at the request of the Chair, in introducing the report addressed the matters raised by the Overview and Scrutiny Committee, held on 1<sup>st</sup> April 2008, in relation to the report; as set out in the tabled sheet of questions and comments presented by the Chair of the Overview and Scrutiny Committee earlier in the proceedings.

The Chair **Moved** and it was: -

#### **Resolved**

1. That the Corporate Director of Children's Services be authorised to enter into negotiations, agree terms and complete leases of suitable premises on behalf of the Council for the use of Children's Centres and to negotiate and agree rental arrangements with third party daycare providers in Children's Centre premises;
2. That the Corporate Director of Children's Services be authorised after consultation with the Lead Member Children's Services to complete the lease on 2 Belton Way with Poplar HARCA.

### **9.2 Lifelong Learning Service: Proposed Fees and Charges for the 2008/09 Academic Year (CAB 152/078)**



Mr Collins, Corporate Director Children's Services, at the request of the Chair, in introducing the report addressed the matters raised by the Overview and Scrutiny Committee, held on 1<sup>st</sup> April 2008, in relation to the report; as set out in the tabled sheet of questions and comments presented by the Chair of the Overview and Scrutiny Committee earlier in the proceedings.

The Chair **Moved** and it was: -

### **Resolved**

That the following fees and charges proposals for the 2008/09 academic year be approved:

- (a) Fees for Further Education (FE) courses to rise by 10% (rounded to the nearest whole pound)
- (b) Fees for Adult and Community Learning (ACL courses) to rise by 10% based on the 07/08 prices (rounded to the nearest whole pound)
- (c) The concession arrangements currently in force which are based on the agreed national guidance from the LSC continue to be adopted for 2008/09
- (d) Charges for Learning and Skills Council (LSC) funded Skills for Life courses at pre-entry, entry level 1 and entry level 2 are waived for 2008/09
- (e) The existing concession of 20% discount for LBTH employees is retained for 2008/09 but is subject to a review
- (f) Fees for courses that cost £200 amount or above may be paid for in two equal instalments in the 2008/09 academic year
- (g) An income generating strategy is developed which includes new provision that may be charged at a differential rate up to full cost recovery depending on the target market; and
- (h) The fee charging strategy detailed at (a) to (g) above be reviewed for the 2009/10 academic year in light of LSC planning assumptions and feedback from customers and other providers.

## **10. A BETTER PLACE FOR EXCELLENT PUBLIC SERVICES**

### **10.1 Communities, Localities & Cultural Services Directorate Capital Programme 2008/2009 (CAB 153/078)**

Mr Halsey, Corporate Director Communities, Localities and Culture, at the request of the Chair, in introducing the report briefly summarised the salient points contained therein.

Mr Halsey, Corporate Director Communities, Localities and Culture, also responded to requests for clarification/ assurance, in relation to the following:-

- Rationale for non inclusion of a highways improvement scheme for Abbott Road in the Communities, Localities and Culture Capital Programme 2008/2009. Mr Halsey informed members of the Cabinet that he would ensure that such a scheme was progressed expeditiously with available revenue funding.
- Appendix B Preventing Crime – utilisation of the funding allocated for CCTV investment primarily to maintain existing coverage and equipment rather than extend the scope of coverage.
- Whether the award of Government funding for play initiatives to be announced imminently would be additional to the resources allocated in Appendix B for the implementation of the Play Strategy.

Councillor Hawkins, Lead Member Children's Services:

- In referring to the Appendix A and the utilisation of the £30, 000 allocated for cycle parking provision at various locations across the Borough being responsive to requests for such provision considered that additional provision was needed at Bethnal Green Underground Station.
- In referring to the paragraph at the foot of Appendix B marked with an asterisk considered it appropriate that this should also include reference to accessibility and inclusivity.

Councillor Hawkins proposed that the recommendations set out in the report be amended accordingly.

Councillor Islam, Deputy Leader of the Council, commented that he had asked Officers of the Authority on several occasions, in relation to the School Travel Plan for Steward Headlam School, to examine the options for traffic calming and installation of a school crossing in Brady Street E1; and requested that the Corporate Director Communities, Localities and Culture progress this request.

The Chair **Moved** the recommendations contained in the report (taking account of the amendments proposed by Councillor Hawkins), and it was:-

### **Resolved**

1. That subject to (a) and (b) below the schemes listed in Appendices A and B to the report (CAB 153/078) be included within the Communities Localities & Cultural Services Directorate's 2008/2009 Capital Programme:
  - (a) That the scheme "Cycling Non LCN+" – Cycle Parking" included within Appendix A to the report include provision of additional cycle parking at Bethnal Green Underground Station.
  - (b) Appendix B to the report: inclusion within the asterisked paragraph of reference to accessibility and inclusivity.
2. That subject to the identification of available funding, as set out in paragraph 3.2 of the report (CAB 153/078), the Capital Estimates (sum

specified in estimated scheme cost column) for the schemes as outlined in Appendices A and B to the report, be adopted;

3. That that the Council's Measured Term Contracts be used for the implementation of the Transportation and Highways Works as appropriate;

### **10.2 Heron Quay West – Proposal to Use Compulsory Purchase Powers to Aid Land Assembly and Development (CAB 154/078) - Report to Follow**

The Chair informed members of the Cabinet that the report had been withdrawn upon the advice of Ms Peters, Corporate Director Development and Renewal.

### **10.3 Disposal of Land 10 Backchurch Lane E1 (CAB 156/078)**

Please note that:

- This report was detailed in the Agenda previously circulated for consideration at Agenda item 19.1, within the part of the Agenda Exempt from publication, but, upon final classification as Unrestricted business, was subsequently considered within the Unrestricted part of the agenda at Agenda item 10.3.
- The order of business was varied by resolution of the Cabinet earlier in the proceedings in order to allow this item to be considered following Agenda Item agenda item 5.1 "Overview and Scrutiny - Chair's Advice of Key Issues or Questions in relation to Unrestricted Business to be considered", however for ease of reference the deliberations of the Cabinet, and subsequent decisions taken, are set out below in the order detailed in the agenda.

**Councillor J. Peck** having declared a prejudicial interest in Agenda item 10.3 (previously detailed as Agenda item 19.1) "Disposal of Land 10 Backchurch Lane E1". withdrew from the proceedings during a short adjournment prior to the meeting reconvening for consideration of this item of business, being 7.30pm.

The Chair informed members of the Cabinet of the special circumstances and reasons for urgency associated with the report:

- The report was unavailable for public inspection within the standard timescales set out in the Authority's Constitution, because of the need to allow full examination, at Chief Officer level, of the site valuation recently provided by the District Valuer and the implications of this for the Authority.
- In the light of the recent revaluation of the site by the District Valuer Chief Officers consider it important that a Cabinet decision in relation to disposal of the site is obtained at the earliest opportunity.

Ms Peters, Corporate Director Development and Renewal, at the request of the Chair in introducing the report:

- Addressed the matters raised by the Overview and Scrutiny Committee, held on 1<sup>st</sup> April 2008, in relation to the report; as set out in the tabled sheet of questions and comments presented by the Chair of the Overview and Scrutiny Committee earlier in the proceedings.
- The matters raised by the deputation in relation to the report earlier in the proceedings.

Ms Peters highlighted in particular that following the expiry of the previous decision of the Cabinet (4<sup>th</sup> March 2004) in relation to the disposal of 10 Backchurch Lane, the Authority had taken legal advice, and had been advised that it was legally required to obtain best consideration in any disposal of the site; consequently all options for the future of the site should be set out in a further report submitted for Cabinet consideration.

Councillor Ahmed, Lead Member Regeneration and Community Partnerships, commented that he had not been fully persuaded that the Authority was not a party to any agreement, following the expiration of the March 2004 Cabinet decision, nor that it was under no obligation at Law to consult with its tenants over the disposal of its interest as landlord, nor that it was highly unlikely there would be any claw back of Section 106 monies given assurances from the London Development Agency that its obligations had been discharged in this regard. Accordingly Councillor Ahmed suggested that consideration of the report should be deferred until consultation had been undertaken with existing tenants and fresh options developed.

Councillor Khatun, Lead Member Culture, concurred with Councillor Ahmed.

The Chair:

- Commented that it was unfortunate that the land assembly which was the basis for the Tower Hamlets Environment Trust (THET) proposals had taken so long to secure, 4 years not the 2 years envisaged, but this meant that the Authority's decision to dispose of the site at 10 Backchurch Lane to THET was now time expired.
- Commented that much had changed since the Cabinet decision regarding this matter in March 2004 including the election in 2006 of a new Council and a new Cabinet, many of whom were not party to the original decision to dispose of the site to THET. The Authority had also recently adopted [January 2008] an Asset Management Strategy which included a protocol governing the disposals of property which generally required open market disposal of such assets on a long leasehold basis, not freehold disposal, so that eventually land reverted to the Authority; and the original Cabinet decision was contrary to such policy.
- Expressed concern that the size of the ECO Tower proposed by THET as part of its original development proposals had more than doubled in its more recent approaches to the Authority's Planning Service and such density may be inappropriate. Also that there were now buildings present in the locality which would be overlooked by such a development.

- Noted that the site was designated as a site of importance for nature conservation in the Adopted Unitary Development Plan and the emerging Local Development Framework Core Strategy and considered it important to ensure that high density development did not compromise the integrity of the site in this regard, nor lead to a loss of biodiversity.
- Considered that it would be appropriate for the asset to achieve improved consideration, that any disposal should be congruent with the Authority's newly adopted approach to property, but also that disposal to a Registered Social Landlord would achieve positive benefits for the Community. The Chair also considered it appropriate that in any such disposal the RSL should consult the current lessees regarding the incorporation of workspace.

Councillor Ahmed, Lead Member Regeneration and Community Partnerships, considered that RSL's should engage with the current lessees of 10 Backchurch Lane at the earliest opportunity and also expressed the aspiration that more affordable homes could be secured in any negotiated agreement with a local Registered Social Landlord.

Councillor Ullah, Lead Member Cleaner, Safer, Greener, considered that the Authority should only undertake negotiations for disposal of the site with Registered Social Landlords currently operating in the Borough and also that the RSL's should seek to incorporate environmental improvements within the development scheme, such as energy and water efficiencies which would also be affordable to local people.

Councillor Islam, Deputy Leader of the Council, sought and was given clarification that joint development proposals from a consortia of businesses and RSL/s would be acceptable in the context of the proposed resolution.

The Chair summarised by **Moving** the following motion for the consideration of members of the Cabinet, and it was:-

### **Resolved**

1. That the Corporate Director Development and Renewal explore, with Registered Social Landlords currently operating in the Borough, their acquisition of the site 10 Backchurch Lane E1, on long leasehold terms, from the Authority;
2. That in working up development proposals, for the site at 10 Backchurch Lane E1, Registered Social Landlords:
  - (a) Endeavour to engage, at an early stage, with the current lessees of the above site in relation to the incorporation of workspace within the development scheme;
  - (b) Seek to incorporate environmental improvements within the development scheme.

3. That the Corporate Director Development and Renewal be instructed to report progress, in respect of Resolutions 1 and 2 above, to the Cabinet within six months.

**Councillor J. Peck** did not return to the proceedings following the conclusion of the Cabinet deliberations in respect of this item.

## **11. UNRESTRICTED REPORTS FOR INFORMATION**

### **11.1 Exercise of Corporate Directors' Discretions (CAB 155/078)**

The Chair **Moved** and it was: -

#### **Resolved**

That the exercise of Corporate Directors' discretions, as set out in Appendix 1 to the report (CAB 155/078), be noted.

## **12. EXCLUSION OF THE PRESS AND PUBLIC**

The Chair **Moved** and it was: -

#### **Resolved**

That in accordance with the provisions of Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985, the press and public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contained information defined as exempt or confidential in Part 1 of Schedule 12A to the Local Government, Act 1972.

## **13. EXEMPT / CONFIDENTIAL MINUTES**

Minutes of Cabinet held on 5<sup>th</sup> March 2008 approved.

## **14. OVERVIEW & SCRUTINY COMMITTEE**

### **14.1 Chair's advice of Key Issues or Questions in relation to Exempt / Confidential Business to be considered.**

Nil items.

### **14.2 Any Exempt / Confidential Decisions "Called in" by the Overview & Scrutiny Committee**

Nil items.

**15. A BETTER PLACE FOR LIVING SAFELY**

Nil items.

**16. A BETTER PLACE FOR LIVING WELL**

Nil items.

**17. A BETTER PLACE FOR CREATING AND SHARING PROSPERITY**

Nil items.

**18. A BETTER PLACE FOR LEARNING, ACHIEVEMENT AND LEISURE**

Nil items.

**19. A BETTER PLACE FOR EXCELLENT PUBLIC SERVICES**

**19.1 Disposal of Land 10 Backchurch Lane E1 (CAB 156/078) Report to Follow**

**Note**

Considered at Agenda item 10.3 due to reclassification as an Unrestricted report for consideration.

**20. EXEMPT / CONFIDENTIAL REPORTS FOR INFORMATION**

Nil items.

The meeting ended at 8.15 p.m.

Chair, Councillor Denise Jones  
Cabinet

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# Annual Audit and Inspection Letter

London Borough of Tower Hamlets

External audit is an essential element in the process of accountability for public money and makes an important contribution to the stewardship of public resources and the corporate governance of public services.

Audit in the public sector is underpinned by three fundamental principles.

- Auditors are appointed independently from the bodies being audited.
- The scope of auditors' work is extended to cover not only the audit of financial statements but also value for money and the conduct of public business.
- Auditors may report aspects of their work widely to the public and other key stakeholders.

The duties and powers of auditors appointed by the Audit Commission are set out in the Audit Commission Act 1998, the Local Government Act 1999 and the Commission's statutory Code of Audit Practice. Under the Code of Audit Practice, appointed auditors are also required to comply with the current professional standards issued by the independent Auditing Practices Board.

Appointed auditors act quite separately from the Commission and in meeting their statutory responsibilities are required to exercise their professional judgement independently of both the Commission and the audited body.

### **Status of our reports**

This report provides an overall summary of the Audit Commission's assessment of the Council, drawing on audit, inspection and performance assessment work and is prepared by your Relationship Manager.

In this report, the Commission summarises findings and conclusions from the statutory audit, which have previously been reported to you by your appointed auditor. Appointed auditors act separately from the Commission and, in meeting their statutory responsibilities, are required to exercise their professional judgement independently of the Commission (and the audited body). The findings and conclusions therefore remain those of the appointed auditor and should be considered within the context of the Statement of Responsibilities of Auditors and Audited Bodies issued by the Audit Commission.

Reports prepared by appointed auditors are:

- prepared in the context of the Statement of Responsibilities of Auditors and Audited Bodies issued by the Audit Commission; and
- addressed to members or officers and prepared for the sole use of the audited body; no responsibility is taken by auditors to any member or officer in their individual capacity, or to any third party.

### **Copies of this report**

If you require further copies of this report, or a copy in large print, in Braille, on tape, or in a language other than English, please call 0844 798 7070.

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## Key messages

- 1 The Audit Commission's overall judgement is that the Council is improving strongly and we have classified the Council as three stars (out of four) in its current level of performance under the Comprehensive Performance Assessment (CPA) Framework.
- 2 Children and adult services have maintained their excellent ratings with the housing benefits service now also being rated excellent. The Council is aware of those services where further improvement is required including recycling.
- 3 The Council's overall financial arrangements are sound and efficiency savings have been delivered in line with plans. The recent longer term financial settlement from central government will mean that the Council will need to continue to plan and manage its resources effectively and identify and deliver ongoing efficiency savings.
- 4 The Council achieved the deadline for the preparation of its financial statements for the year ended 31 March 2007. The audit identified two material errors within fixed assets and the Council adjusted their financial statements for these. We were able to issue an unqualified audit opinion on them on the 29 September 2007. Our conclusion on the Council's arrangements for securing economy, efficiency and effectiveness in its use of resources was also unqualified.
- 5 Housing continues to be a challenge with the move to decent homes standards. The setting up of the Arms Length Management Organisation (ALMO) has been rescheduled as the Council seeks to ensure that there are sufficient funds available for all its current dwellings to reach the standard.

## Action needed by the Council

- 6 The key actions needed by the Council to address issues arising from the audit are to:
  - continue to improve environmental services, especially recycling;
  - ensure that the opportunities for long term service and financial planning of having a three year budget are realised;
  - strengthen the arrangements for managing the fixed asset register;
  - maintain the ongoing drive to deliver decent homes standards, identifying and securing funding sources;
  - ensure that appropriate plans and resources are in place to address the implications of International Financial Reporting Standards; and
  - implement individual recommendations arising from audit and inspection reports issued.

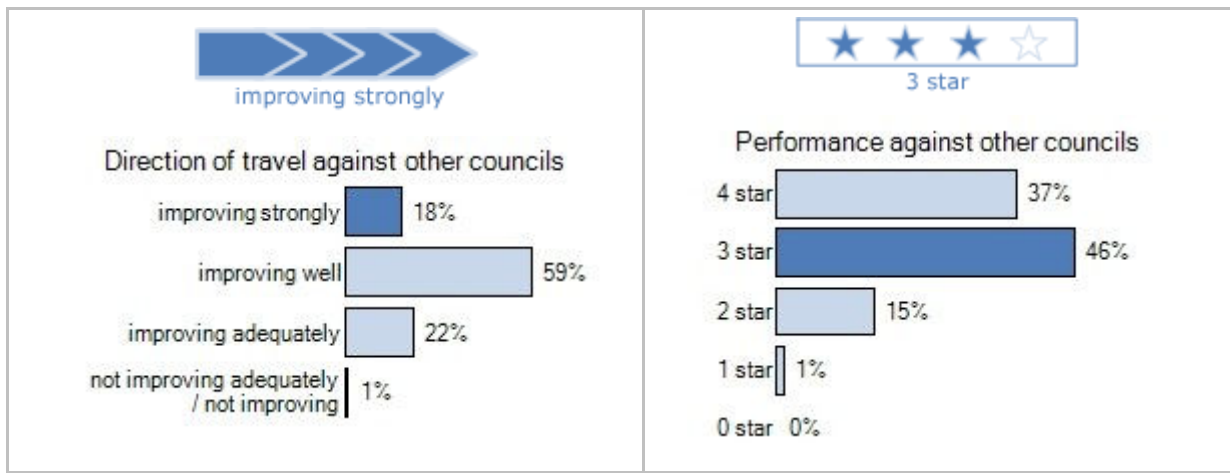
## Purpose, responsibilities and scope

- 7 This report provides an overall summary of the Audit Commission's assessment of the Council. It draws on the most recent Comprehensive Performance Assessment (CPA), the findings and conclusions from the audit of the Council for 2006/07 and from any use of resource work or inspections undertaken since the last Annual Audit and Inspection Letter.
- 8 We have addressed this letter to Members as it is the responsibility of the Council to ensure that proper arrangements are in place for the conduct of its business and that it safeguards and properly accounts for public money. We have made recommendations to assist the Council in meeting its responsibilities.
- 9 This letter also communicates the significant issues to key external stakeholders, including members of the public. We will publish this letter on the Audit Commission website at [www.audit-commission.gov.uk](http://www.audit-commission.gov.uk) and the Council is planning to publish it on its website.
- 10 As your appointed auditor I am responsible for planning and carrying out an audit that meets the requirements of the Audit Commission's Code of Audit Practice (the Code). Under the Code, I review and report on:
  - the Council's accounts;
  - whether the Council has made proper arrangements for securing economy, efficiency and effectiveness in its use of resources (value for money conclusion); and
  - whether the Council's best value performance plan has been prepared and published in line with legislation and statutory guidance.
- 11 This letter includes the latest assessment on the Council's performance under the CPA framework, including our Direction of Travel report and the results of any inspections carried out by the Audit Commission under section 10 of the Local Government Act 1999. It summarises the key issues arising from the CPA and any such inspections. Inspection reports are issued in accordance with the Audit Commission's duty under section 13 of the 1999 Act.
- 12 We have listed the reports we have issued to the Council since the last Audit and Inspection Letter on page 16.

## How is the Council performing?

- 13 The Audit Commission's overall judgement is that Tower Hamlets is improving strongly and we have classified the Council as three-star in its current level of performance under the Comprehensive Performance Assessment. These assessments have been completed in all single tier and county councils with the following results.

**Figure 1 The Council's performance**



Source: Audit Commission

## Our overall assessment - the CPA scorecard

**Table 1 CPA scorecard**

Element	Assessment
Direction of Travel judgement	Improving strongly
Overall	3 star
Corporate assessment/capacity to improve	3 out of 4
Children and young people*	4 out of 4
Social care (adults)*	4 out of 4
Use of resources*	3 out of 4
Housing	3 out of 4
Environment	2 out of 4
Culture	3 out of 4
Benefits	4 out of 4

*(Note: \* these aspects have a greater influence on the overall CPA score)  
(1 = lowest, 4 = highest)*

## The improvement since last year - our Direction of Travel report

- 14 Tower Hamlets Council is improving strongly. Three-quarters of performance indicators show improvement which brings the Council into the top six improving councils in the country. Both children and adult services maintained their excellent status and the housing benefits service has moved to excellent this year. Recycling rates though, require improvement. The Council has also made significant progress in reducing crime, with innovative work done to reduce re-offending. Key health indicators are improving with the healthy lifestyle team winning a national award and the innovative mobile dental unit being a success.
- 15 The Council is working effectively to secure local benefits from the Olympic and Paralympic Games. Resident satisfaction has risen during the year. The Council has robust plans for improvement with agreed milestones and effective monitoring processes and the efficiency board has lead on improving value for money. A Council-wide staff survey showed improved confidence in managerial leadership and innovative joint posts with the Primary Care Trust for human resources and public health have improved capacity and partnership working; all with potential for sustained improvement for the Council.

## Service inspections

- 16 An important aspect of the role of the Relationship Manager is to work with other inspectorates and regulators who also review and report on the Council's performance. Relationship Managers share information and seek to provide 'joined up' regulation to the Council. During the last year the Council has received the following assessments from other inspectorates.

**Table 2 Other inspectorate assessments**

<b>Inspectorate</b>	<b>Element</b>	<b>Assessment</b>
Commission for Social Care Inspectorate	Adults Social Care	3* (maximum 3*)
OFSTED	Children and Young People	4 (out of 4)
Benefit Fraud Inspectorate	Housing benefits	Excellent service (4 out of 4)



# The audit of the accounts and value for money

## Audit opinions

- 17** As your appointed auditor, I have reported separately to the Audit Panel, who act as those charged with governance, on the issues arising from our audit of the financial statements for the year ended 31 March 2007 and have issued:
- my audit report dated 29 September 2007, providing an unqualified opinion on your financial statements and a conclusion on your value for money arrangements to say that these arrangements are adequate; and
  - my report on the best value performance plan (BVPP) confirming that the Plan has been audited and there were no recommendations that we needed to make.
- 18** Overall we found that the quality and timing of the Council's working papers to support the financial statements had been strengthened. There is though scope for further improvement, especially around the fixed asset register and payroll reconciliations. Our report to those charged with governance highlighted the following key adjustments to the draft financial statements:
- £124m of Council houses that were transferred to Registered Social Landlords during the year but included in the draft financial statements;
  - £36m of properties recorded on the Council's fixed asset register that the Council no longer owned; and
  - an understatement on the estimated revaluation of housing assets and miscellaneous properties of £9.9m.
- 19** Officers have put together an action plan to address the issues raised.
- 20** The introduction of International Financial Reporting Standards (IFRS) to the public sector is expected to have a major impact on how a Council reports some of its transactions. Currently, while IFRS is not expected to apply to the Council's full financial statements until 2010/11, information and calculations may be required for the Whole of Government Accounts return for 2008/09. Given some of the changes expected, especially around leases, fixed assets and annual leave accruals, the Council should ensure that it has considered the resource implications and developed a detailed plan to respond to the Government's timetable and requirements.

## Use of Resources

- 21 The findings of the auditor are an important component of the CPA framework described above. In particular the Use of Resources score is derived from the assessments made by the auditor in the following areas.
- Financial reporting (including the preparation of the accounts of the Council and the way these are presented to the public).
  - Financial management (including how the financial management is integrated with strategy to support Council priorities).
  - Financial standing (including the strength of the Council's financial position).
  - Internal control (including how effectively the Council maintains proper stewardship and control of its finances).
  - Value for money (including an assessment of how well the Council balances the costs and quality of its services).
- 22 For the purposes of the CPA we have assessed the Council's arrangements for use of resources in these five areas and this is shown in table 3.

**Table 3 Use of resources scores**

Element	Assessment 2007	Assessment 2006
Financial reporting	2	2
Financial management	3	3
Financial standing	4	3
Internal control	3	3
Value for money	3	2
<b>Overall assessment of the Audit Commission</b>	<b>3</b>	<b>3</b>

(Note: 1 = lowest, 4 = highest)

- 23 We found that the Council's arrangements in financial standing and value for money had improved during the year. We reported notable practice in financial standing relating to debt recovery across the Council. In value for money, we found that the Council had reduced unit costs in some areas including looked after children placement costs and was reducing overhead administration costs through both the accommodation strategy and IT initiatives.
- 24 The Council though does need to strengthen its financial reporting arrangements as a material error was identified in the draft financial statements. In addition, arrangements around asset registers need to be strengthened as we found that some items had been included twice and other assets disposed of had not been removed from the register in a timely manner.

## The key issues arising from the audit

### Financial health

- 25 The Council continues to maintain good control over its finances. The forecast at the end of December 2007 was that the outturn for 2007/08 would be £608,000 underspent against the budget of approximately £278m. In year efficiency targets of £10m are still on course to be delivered.
- 26 The Council received a financial settlement for 2008/09 from central government of 2 per cent with increases of 1.7 per cent and 1.5 per cent expected for 2009/10 and 2010/11 respectively. The Council has taken account of this in its medium term financial strategy and has developed a three year budget, with elements of committed growth and savings for future years agreed. The Council Tax and budget for 2008/09 is due to be formally agreed at the end of February and delivering this budget, which includes efficiency savings of £6.3m, will be challenging.

### Review of internal audit

- 27 As part of our ongoing audit, every three years we are required to review the overall internal audit arrangements. We assessed internal audit against the standards set out in CIPFA's Code of Audit Practice for Internal Audit in Local Government 2006 and found that they were compliant for all 11 standards. We found that internal audit had appropriate governance arrangements, internal policies and sufficient resources to enable an independent, objective and ethical audit to be completed in line with the code.
- 28 Our review of a sample of files concluded that they contained sufficient information for an experienced auditor with no previous connection with the audit to re-perform the work and if necessary support the conclusions reached.
- 29 However, our review identified the following areas which could be strengthened further:
- internal audit terms of reference, audit strategy and the annual report require updating to reflect the new requirements of the code;
  - staff job descriptions require reviewing and updating as necessary; and
  - documentation and evidencing would be improved by implementing the new Internal Audit Manual.
- 30 Officers have completed an action plan to address the recommendations made and we will monitor the implementation of these over the coming year.

## **Approach to value for money (VFM)**

- 31 We reviewed the Council's approach to VFM in May 2007. We found that the Council has a good approach to managing VFM at a corporate level and is actively embedding a VFM culture. VFM is clearly integrated into the Council's service and financial planning process. An Efficiency Board has been established which has clear terms of reference and a VFM work programme which it is actively implementing. Directorate representatives on the Efficiency Board act as champions providing the link to Departmental Management Teams (DMTs). However it is not clear whether the DMT level champion role is used consistently across directorates and there are no formal arrangements in place to cascade the approach to VFM or the findings from the work of the Efficiency Board below DMT level.
- 32 We found that the process of bringing cost and performance information together was developing. Activity, performance and finance data is all available and used by managers and Members. The Tower Hamlets Index report has been enhanced to include some cost and performance indicators and an extended financial commentary. However, this does not include cost and performance information for all directorates or provide a detailed understanding of the relationship between costs and performance.
- 33 Officers have accepted our recommendations and are implementing the agreed action plan. Work has continued on reviewing and identifying action required to reduce high unit costs and the Efficiency Board now receives a revised summary analysis of costs and performance. In addition, new objectives have been set for the Efficiency Board after considering its ongoing work programme.

## **Review of housing arrangements**

- 34 Our review looked at the progress the Council was making on developing the Arms Length Management Organisation (ALMO) and in continuing to deal with managing the Housing Choice Programme. We found that the Council had put in place suitable processes to take forward its proposals for an ALMO and has made proper provision for considering the form of company, staffing resources, tenant consultation, risk and performance management arrangements and accounting systems. Detailed arrangements for the boundaries between the ALMO and the Council and around governance needed to be considered further.
- 35 At the time of our review, there were approximately 5,000 properties which did not form part of the original ALMO bid but have since been included in the subsequent s27 application. The Council has requested additional funding of approximately £61m in respect of these properties as part of the overall application to transfer properties to the ALMO.
- 36 In our follow-up review of the Housing Choice Programme we found the Council has responded and complied with a majority of our previous recommendations. However, further work was needed in ensuring that value for money is achieved through service level agreements with Registered Social Landlords.

## **Data quality**

- 37 The Council's overall management arrangements for ensuring data quality are sound. The Council maintains a strong corporate commitment to data quality and responsibility is clearly defined at all levels. Our spot checks of six performance indicators identified three that needed amendments to be made, although on two of these the amendment was by less than 1 per cent. The timing and controls around information supplied by third parties could be strengthened.

## **Housing benefit inspection - pilot**

- 38 The Council volunteered to be a pilot for the Audit Commission's new housing benefits inspection. We found that the Housing and Council Tax Benefit Service provided a prompt and accurate service for people in Tower Hamlets, the counter-fraud team performed to a high standard and that the Council has a good understanding of its costs. Areas that could be strengthened included:
- ensuring that the needs of the customers are sufficiently addressed through developing an on-going and systematic means for engaging with customers;
  - understanding why a relatively high proportion of claims are initially unsuccessful but ultimately paid; and
  - reviewing the arrangements for recovering overpayments, including prioritising the debts.
- 39 We would like to thank the Council for assisting us with this pilot inspection.

## **Grant claims**

- 40 The Council's performance in submitting claims on a timely basis improved from last year with 12 of the 13 claims being submitted by the specified deadline. We found that overall the quality of the working papers supporting the claims were of a good standard. However, ten of the claims required adjustments and we also issued qualification letters on three of the larger grant claims. We have agreed a report with officers and made recommendations on how to reduce the number of amendments and qualification letters.

## **National Fraud Initiative (NFI)**

- 41 The National Fraud Initiative is a computerised data matching exercise designed to identify overpayments to suppliers and benefit claimants and to detect fraud perpetrated on public bodies. The referrals from the current exercise were released to participating bodies in January 2007.
- 42 The Council has strengthened its arrangements for managing this bi annual exercise. As at the end of January 2008, £217,000 of overpayments or losses had been identified and the Council is in the progress of seeking recovery of this money.

## Additional services

### Cultural services

- 43 The Council has been reviewing its strategic approach to cultural services and asked the Audit Commission to challenge the process while it was ongoing and identify development areas. We found that the Council's strategic understanding of the contribution of cultural services in delivering wider community benefits for the residents of the borough is developing. There was a lack of clearly documented and evidenced cultural services ambitions and priorities within corporate documentation. This the Council is currently addressing with recent corporate documents such as the Draft Local Development Framework and the Olympics Strategy making these linkages explicit and raising the profile of the service.
- 44 A cultural strategy action plan is in place and includes short, medium and long term activities. However, at the time of our review which took place during the summer, this had not been formally agreed by Councillors, resources were not identified, nor did the plan contain outcome focused targets. We were aware officers were reviewing these aspects and were planning on presenting a final report to Cabinet.
- 45 The service is open to external scrutiny. The Improvement and Development Agency has been used to provide external challenge on several areas of cultural services review. There is strong commitment from both senior managers and Members to ensure that cultural services make effective contributions to agreed wider community priorities. However, overall progress has been slow due to a number of interim posts within the service.
- 46 We produced a detailed report and officers agreed an action plan to address our recommendations. The cultural strategy action plan, referred to above, was formally approved by Cabinet in December 2007.

## Looking ahead

- 47 The public service inspectorates are currently developing a new performance assessment framework, the Comprehensive Area Assessment (CAA). CAA will provide the first holistic independent assessment of the prospects for local areas and the quality of life for people living there. It will put the experience of citizens, people who use services and local tax payers at the centre of the new local assessment framework, with a particular focus on the needs of those whose circumstances make them vulnerable. It will recognise the importance of effective local partnership working, the enhanced role of Sustainable Communities Strategies and Local Area Agreements and the importance of councils in leading and shaping the communities they serve.
- 48 CAA will result in reduced levels of inspection and better coordination of inspection activity. The key components of CAA will be a joint inspectorate annual area risk assessment and reporting performance on the new national indicator set, together with a joint inspectorate annual direction of travel assessment and an annual use of resources assessment. The auditors' use of resources judgements will therefore continue, but their scope will be widened to cover issues such as commissioning and the sustainable use of resources.
- 49 The first results of our work on CAA will be published in the autumn of 2009. This will include the performance data from 2008/09, the first year of the new Local Area Agreements.

## Closing remarks

- 50 This letter has been discussed and agreed with the Director of Resources and Chief Executive. A copy of the letter will be presented at the Audit Committee on 12 March 2008 and then to the Cabinet in April. The Council has also provided copies to all Council Members.
- 51 Further detailed findings, conclusions and recommendations on the areas covered by audit and inspection work are included in the reports listed in table 4.

**Table 4 Reports issued during the year**

Report	Date of issue of final report
Audit and inspection plan	July 2006
Annual governance report	September 2007
Opinion on financial statements	September 2007
Value for money conclusion	September 2007
Final accounts memorandum	January 2008
Review of internal audit	February 2008
Approach to value for money	November 2007
Use of Resources 2007	January 2008
Review of housing arrangements	January 2008
Data quality	February 2008
Housing Benefits service inspection - pilot	October 2007
Culture services - additional services	November 2007
Annual audit and inspection letter	March 2008
Grants claim report	February 2008 (draft)

- 52 The Council has taken a positive and constructive approach to audit and inspection work, and I wish to thank the Council's staff for their support and cooperation during the audit.

**Kash Pandya**  
**District Auditor and Relationship Manager**

March 2008



# Agenda Item 7.1

<b>Committee:</b> Cabinet	<b>Date:</b> May 2008	<b>Classification:</b> Unrestricted	<b>Report No:</b>	<b>Agenda Item:</b>
<b>Report of:</b> Corporate Director Communities, Localities and Culture  <b>Originating officer(s)</b> Fiona Heyland, Head of Waste Management		<b>Title:</b> <b>Procurement of Integrated Recycling Services Contract</b>  <b>Wards Affected:</b> Borough-wide		

## 1. **SUMMARY**

- 1.1 Currently Tower Hamlets has 2 recycling contracts covering collections from low rise properties and bring sites, collections from high rise properties and the MRF sorting of co-mingled dry recyclable materials. Both contracts were due to expire on 31<sup>st</sup> March 2008 but have been extended until August 2008.
- 1.2 The Council has tendered for a new contract or contracts for the collection and sorting of recyclates from households, non-domestic properties producing household waste and bring bank sites. The contract is divided into four lots. The lots are:
  - Lot 1: Collection of recyclable materials
  - Lot 2: Sorting of recyclable materials
  - Lot 3: Collection and processing of food waste
  - Lot 4: Conversion of doorstep collection of material from high rise properties to communal facilities.
- 1.3 This contract, which was initially to be offered for a 6 year period is now being offered for a 2 year initial period from 1st August 2008 to 31st July 2010, with an option to extend by up to 2 years, should this be required. The change in duration of the initial term is to facilitate the continuance of recycling services while the Council develops a New Waste Management Strategy that will set out the long term solutions for waste and recycling collections, composting and waste treatment and disposal services.

## 2. **RECOMMENDATIONS**

Cabinet are recommended to: -

- 2.1 **Authorise the Corporate Director of Communities, Localities and Culture, after consultation with the Lead Member Cleaner, Safer, Greener, to award Lots 1, 3 and 4 of the Integrated Recycling Services Contract for the 2 year period 1st August 2008 to 31<sup>st</sup> July 2010 to Veolia Environmental Services, with the option to extend the same by up to 2 years subject to satisfactory performance reviews;**
- 2.2 **Authorise the Corporate Director of Communities, Localities and Culture, after consultation with the Lead Member Cleaner, Safer, Greener, to award Lot 2 of the Integrated Recycling Services Contract for the 2 year period 1<sup>st</sup> August 2008 to 31<sup>st</sup> July 2010 to Viridor Waste Management, with the option to extend the same by up to 2 years subject to satisfactory performance reviews;**

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### **Local Government Act 1972 (as amended) Section 100D**

**List of “Background Papers” used in the preparation of this report**

None

**To be completed by author**  
ext. 6838

Fiona Heyland

### **3. BACKGROUND TO CURRENT RECYCLING ARRANGEMENTS**

- 3.1 The collection of recycling from bring sites, street level properties and high rise properties is currently provided by Veolia Environmental Services. This contract was due to expire on 31<sup>st</sup> March 2008 but has been extended until the end of July 2008 in order to for the procurement process to reach a conclusion and afford a short mobilisation period to the Contractor before the commencement of the new Contract.
- 3.2 Since October 2005 the recyclable materials have been collected co-mingled and taken to a sorting plant (or MRF) in Crayford operated by Grosvenor Waste Management Ltd (now Viridor Waste Management). This contract was due to expire on 31<sup>st</sup> March 2008 but has also been extended until the end of July 2008.
- 3.3 Food waste collection and processing is not currently undertaken in Tower Hamlets.

### **4 PROCUREMENT PROCESS**

- 4.1 The procurement for a new Integrated Recycling Services Contract has been carried out under the restricted procurement process in line with UK and European legislation.
- 4.2 To stimulate competition during the tendering process, deliver flexibility and secure best overall costs, the Integrated Recycling Contract is divided into four lots. The lots are:
- Lot 1: Collection of recyclable materials
  - Lot 2: Sorting of recyclable materials
  - Lot 3: Collection and processing of food waste
  - Lot 4: Conversion of doorstep collection of material from high rise properties to communal facilities.
- 4.3 Expressions of interest were sought in July 2007 and nine responses were received.
- 4.4 Evaluation of a pre-qualification questionnaire produced a shortlist of eight acceptable companies to invite to tender.
- 4.5 A Tenderers Briefing was held on 5<sup>th</sup> September 2007 to provide an overview of the Council's recycling services and inform Tenderers of the key targets and requirements stipulated within the Tender documents.

- 4.6 An invitation to tender was issued to the eight shortlisted companies on 8<sup>th</sup> October 2007 with the closing date for tenders set for 19<sup>th</sup> November 2007. 3 companies withdrew during the tender process and 5 bids were received by the tender closing date (one bid is for Lot 2 only).
- 4.7 Tenders for all Lots were evaluated on the basis of Most Economically Advantageous tender, including both price and quality on an equal basis. The quality aspects included the level of resources being used, proposals for continuous improvement, experience of delivering similar services and client references.
- 4.8 The preliminary evaluation of the bids for Lots 1, 3 and 4 identified that the Council had not received a tender that satisfied its requirements in terms of affordability and guaranteed minimum tonnage contribution towards the Council's recycling target. Tenders which were affordable within the Council's budgetary constraints contained modest recycling tonnage targets, whilst those which committed to higher targets represented significantly increased prices. Furthermore, in the quality evaluation, there was some concern about the ability to achieve the stated targets.
- 4.9 Clarification meetings were held with all bidders to discuss the bids and through these meetings it was identified that the Default and Abatement mechanism relating to guaranteed minimum tonnage performance that was included within Conditions of Contract was a cause of concern for all bidders. All bidders view that as there are a number of aspects associated with resident participation in recycling services that are outside of the control of the Contractor, a Default and Abatement mechanism linked to the Contractor as sole bearer of this risk is unpalatable to bidders and their cautious approach to guaranteed tonnages is a direct reflection of the level of perceived risk. This view appears to have resulted in either modest recycling targets, or excessive prices, as bidders have sought to mitigate financial risk.
- 4.10 Concurrent to the procurement process for the recycling contract, events surrounding the Council's anticipated waste disposal route changed, specifically the loss of the Autoclave plant, which has resulted in an urgent need to develop a new Waste Management Strategy that will set out the long term solutions for waste and recycling collections, composting and waste treatment and disposal services. Work on the new Strategy has commenced is likely to take 6 months to conclude. The treatment and disposal options being evaluated through the strategy development process have the potential to require some re-shaping of collection services in medium term.
- 4.11 In view of the issues raised in paragraph 4.9 and 4.10 above, officers concluded that it was not possible to proceed with the contract award

for the original term of six years, and so – in accordance with the EU Procurement Directive – a decision was made to revert to a negotiated process, based on an initial contract term of two years. Negotiations have been undertaken with all bidders to assess the impact of this change upon prices, and to agree a set of Key Performance Indicators for the Contract that will ensure the Council receives high quality and value for money recycling services, with a partnership approach to achieving improved recycling performance.

- 4.12 The tender evaluation following the submission of revised bids for the reduced term and the change in focus for the Default and Abatement mechanism has identified that the offer that best meets the requirement of the Council's recycling service for Lots 1, 3 and 4 is from Veolia Environmental Services.
- 4.13 Further discussions have been held with this Tenderer to agree a set of Performance Indicators which are acceptable to both parties, and the following matters became clear:
- 4.14 Whilst the Tenderer is happy to work to higher tonnage targets than originally submitted, they are not prepared to accept financial defaults against these higher targets, until the conversion from door to door collections to communal facilities has been completed, when it will be possible to establish a realistic baseline against which performance can be measured.
- 4.15 The Tenderer is prepared to work to a set of Performance Indicators including continuous improvement targets, which demonstrate compliance with the specification. The KPI's include the following service activities;
- Level of missed dry recycling collections
  - Level of missed food waste collections
  - Rectification of missed collections within 24 hours
  - Level of missed sack deliveries for dry recycling
  - 48 hour target for delivery of recycling containers requested
- As part of their bid, the Tenderer has agreed to implement comprehensive monitoring and quality assurance measures to ensure compliance against these KPI's.
- 4.16 Following commencement of the contract, monthly review meetings will be held where the indicators and targets will be discussed in detail and corrective action agreed for any areas of performance falling below the set targets.
- 4.17 In addition to agreement of rectification actions, where performance falls below targets, the Conditions of Contract include a default procedure whereby damages may be claimed from the Contractor.
- 4.18 Threshold levels for the number of default notices issued to the Contractor, in a specified period, have been set within the Conditions of

Contract. Exceeding the threshold level will result in an escalation of intervention measures.

- 4.19 In relation to Lot 2, the tender evaluation following the submission of revised bids for the reduced term identified that the offer that best meets the requirements of this part of the Council's recycling service is from Viridor Waste Management.
- 4.20 Under these circumstances the most economically advantageous position is to award the Recycling Contract in two parts.

## **5 COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 5.1 This report details the results of the process for tendering and award of the Integrated Recycling Services Contract as detailed in section 4 of the report, and recommends that contracts be awarded to Veolia Environmental Services and Viridor Waste Management.
- 5.2 Tenders were evaluated on the basis of the criteria as set out in paragraph 4.7. This was to ensure that the contractor that provided best value for the Council in terms of quality, price and performance was selected. The process was in accordance with the Council's Financial Procedures, which allows for non-financial criteria to be applied when evaluating tenders and for contracts to be awarded to the contractor that scores highest in the evaluation process.
- 5.3 Budgetary provision for Recycling is contained within the Waste Collection Budget. Based on the prices submitted by Veolia Environmental Services (£2,737,543 plus a gate fee of £59 per tonne) and Viridor Waste Management (£17, per tonne) the Budget provision available for the service in 2008/09 is sufficient to meet contract costs.

## **6 CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)**

- 6.1 The Council, under section 111 of the Local Government Act 1972, has power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. Under Waste + Disposal legislation the Council has specific statutory obligations to manage waste disposal and recycling in its area and to reduce the amount of biodegradable municipal waste sent to landfill sites. The award of contract for the proposed service recommended in this report would facilitate the discharge of the Council's functions in relation to its waste disposal and waste recycling functions.
- 6.2 The proposed service has been tendered in accordance with the requirements of the Public Contracts Regulations 2006. Contract notices have been placed in the Official Journal of the European Union inviting expressions of interest and in accordance with UK and EU

procurement legislation. Potential service providers for the proposed services had been shortlisted, and their tenders evaluated in accordance with the evaluation criteria set out on the OJEU notice. The recommended contractors had been selected for award of the contracts on the basis of the most economically advantageous tender submitted.

6.3 In accordance with Public Contracts Regulations 2006, there must be a minimum of 10 days standstill period between communicating the decision to award the contract to all unsuccessful tenderers and the actual award to allow any aggrieved unsuccessful tender to put forward any reason as to why the contract should not be awarded to the preferred tenderer.

6.4 Following award of the contract, a formal contract award notice must be placed in the OJEU within 48 days of the award.

## **7.0 EQUAL OPPORTUNITIES IMPLICATIONS**

7.1 Recycling collection services are provided for all regardless of age, ethnicity, disability, gender, sexuality or marital status.

7.2 The procurement process has been designed to attract the widest possible interest and the documentation includes the Council's official policy clauses in support of equal opportunities.

## **8.0 ANTI-POVERTY IMPLICATIONS**

8.1 There are no anti-poverty implications.

## **9.0 SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

9.1 Recycling represents sound environmental management with good waste management being geared towards a greener environment with an emphasis on Reduce - Reuse – Recycle

## **10.0 RISK MANAGEMENT IMPLICATIONS**

10.1 This is a medium to high risk procurement. The Council is anticipating efficiency savings to be achieved from the conversion from door to door collections to communal facilities for dry recyclables. A key factor to achieving potential savings was to ensure competition is maintained throughout the tender process. Only one company that expressed an interest was not been shortlisted for the tender process and five bids were received.

10.2 The Integrated Recycling Contract covers services that deliver a significant proportion of the Council's recycling performance. The Contract and Specification documents reflect the Council's expectations, in terms of recycling performance required, and seeks a

partnering approach to service delivery and performance. The Contract includes mechanisms to monitor and manage the Contractor's performance, with a shared responsibility between the Council and Contractor to educate and inform residents, in order to achieve maximum participation in the services.

## **11 EFFICIENCY STATEMENT**

- 11.1 The integration of previously separate services for the collection of recyclable materials from different property types is anticipated to deliver efficiency savings in both operational and overhead costs.
- 11.2 The conversion of door to door collections to communal collection facilities in high rise properties is also anticipated to deliver efficiency savings, leading to a reduction in the cost per tonne for recyclable material collection.
- 11.3 The 2 year initial contract period will allow further efficiency savings to be sought from the possible re-shaping of recycling services to link with the Council's new Waste Strategy for waste treatment and disposal in the long term.



# Agenda Item 7.2

<b>Committee:</b> Cabinet	<b>Date:</b> May 2008	<b>Classification:</b> Unrestricted	<b>Report No:</b>	<b>Agenda Item:</b>
<b>Report of:</b> Director Communities, Localities & Culture			<b>Title:</b> Local Implementation Plan 2005-2011 Progress Report	
<b>Originating officer(s)</b> Margaret Cooper, Head of Transportation & Highways			<b>Wards Affected:</b> All	

## 1. SUMMARY

- 1.1 This report appraises Members of progress towards delivery of the Council's Local Implementation Plan (for transport) approved by the Mayor for London in 2006. It reviews the funding secured to deliver schemes in the fourth year of the plan (2008/9) and seeks approval for the list of schemes to be included in the bid to Transport for London for capital funding for relevant elements of the 2009/10 LIP programme (the fifth year of the plan). Other funding opportunities and TfL guidance governing the development of 2009/10 LIP bids are reviewed in order to inform the decision on inclusion of schemes within the bid.

## 2. RECOMMENDATIONS

Cabinet is recommended to:-

- 2.1 Note progress in securing funding for delivery of the fourth year of the Local Implementation Plan programme, as set out in section 4 of the report;
- 2.2 Approve the schemes listed in Table 2 (Section 7.1) for inclusion in the LIP bid for funding from Transport for London in 2009/10, to be submitted by June 13<sup>th</sup> 2008
- 2.3 Approve the schemes to be submitted as bids to the Olympic Park Transport and Environmental Management Strategy (Section 6.3) for funding between 2008 and 2014 to ameliorate the traffic impact of Olympics construction, Games and legacy transformation stages; and
- 2.4 Note the anticipated timetable for review of the Mayor of London's Transport Strategy and the requirement to produce a second Local Implementation Plan (for Transport) in the near future.

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### **LOCAL GOVERNMENT ACT 1972 SECTION 100D (AS AMENDED) LIST OF BACKGROUND PAPERS USED IN PREPARATION OF THIS REPORT**

#### **Brief description of background paper**

Tower Hamlets Local Implementation Plan  
Mayor for London's Transport Strategy and LIP Guidance

#### **Name and telephone number of holder and address where open to inspection**

M Cooper x 6851

### **3. BACKGROUND**

- 3.1 The Greater London Authority Act of 1999 introduced a statutory requirement for London boroughs to prepare a Local Implementation Plan ( LIP) for transport schemes, to set out how they intended to implement the Mayor's Transport Strategy at the local level. LIPs cover all transport investment from any funding source, and specifically form the basis of bids to Transport for London for capital funding.
- 3.2 The Council's draft LIP was prepared in winter 2004 and was the subject of stakeholder and public consultation throughout spring 2005. The results of this consultation were reported to Cabinet and Overview & Scrutiny Committee in June 2005 and the final LIP was approved by Full Council in July subject to a number of changes being made to address issues raised during consultation. Following formal responses from Transport for London the final document was submitted to the Mayor for London in March 2006 and his approval was received in May that year. It was the fourth LIP to be approved within London and provided the basis of bids to Transport for London for transport funding for 2007/8 and 2008/9, made in July of each previous year.

### **4. Progress towards delivery of 2007/8 Schemes**

- 4.1 A capital programme of approximately £ 4.8 million (excl fees) was approved for LIP related schemes for 2007/8 and progress on delivery has been monitored by the Directorate Capital Board. Excluding £800,000 of funding for Meath Gardens footbridge which is committed to a two year contract, 85% spend had been achieved by the middle of March with the final schemes carrying over into April where funding carryover has been possible.

### **5. Progress towards delivery of 2008/9 Schemes**

- 5.1 The Transportation & Highways capital programme for 2008/9 was set out in the report on the CLC Capital Programme in a report to April Cabinet. £400,000 of Council capital funding and approximately £2,400,000 of revenue funding contributes towards the delivery of elements of the LIP programme for 2008/9. In addition over £3.2 million has been secured from TfL through the LIP bidding process and this allocation is analysed below.
- 5.2 In December 2007 the Council received confirmation of the allocation from Transport for London for transport related funding for 2008/9. A total of £3.215 million has been allocated to the Council following its bid to the Mayor for London in July 2007 with an additional £90k allocated through Thames Gateway London Partnership (TGLP). This figure is broadly similar to the previous year's allocation and represents 46% of the bid which was made (compared to only 36% success the previous year). Table 1 below identifies in bold the elements of the bid which

were successful and compares the allocation to both the bid itself, and the proportion of London-wide funding which was available in that category.

**Table 1: The LIP report and funding bid compared to the actual allocation-**

<b>LIP Category</b>	<b>Bid</b>	<b>Scheme (approved schemes in bold)</b>	<b>Bid £000</b>	<b>Allocation £000</b>	<b>% of LBTH bid</b>	<b>% of Londonwide allocation</b>
Principal Road Renewal		Maintenance : <b>Westferry Rd, Cotton Street, Dock St,</b> Bethnal Green Rd, Grove Rd, Cambridge Heath Rd, Leamouth Rd.	1938	264	14%	1.4%
Bridge Strengthening & Assessment		<b>Whitepost Lane bridge over canal replacement;</b> Carpenters Rd bridge maintenance	1115	0	0	0
Local Safety Schemes		<b>Schemes targeted at accident hotspots at: Hackney Road j/w Cambridge Heath Rd; Westferry Circus – West India Dock Rd; Bow Common Lane j/w St Pauls Way; Devons Rd between Campbell Rd and Gale St.</b>	705	740	105%	3.5%
20 mph zones		<b>Bethnal Green area south of Bethnal Green Rd between Commercial St, Vallance Rd and Cheshire St.</b>	133	133	100%	1.7%
Road Safety Education		<b>Junior Road Safety officer scheme, Pre-driver training; 60+ awareness programme; Child Pedestrian Training; Junior Citizen</b>	102	62	61%	5.6%
Walking		<b>Mile End Park – Limehouse Walk; Island River Walk (Island Gardens–Leamouth);</b>	250	200	80%	2.4%
Cycling (local)		<b>Cycle training; cycle parking; Stepney Way / Bromley St</b>	190	115	61%	2.5%
Bus stop accessibility		<b>10 (9) stops</b>	100	90	90%	2.4%
School Travel Plans		<b>6 (4) safe routes to school implemented at schools with travel plans</b>	555	355	64%	3.9%
Workplace travel plans		<b>Boroughwide promotion of best practice</b>	30	15	50%	1.1%
Travel awareness		<b>European Mobility &amp; DIY Planet Repairs weeks, Bike Week, Walk to School; Walk on Wednesdays; Safer Travel at Night campaign; newsletters, public transport maps.</b>	130	40	31%	4.5%

Regeneration	Manchester Road streetscene improvements	100	0	0	0
Environment	<b>Eco-lock bike</b> , energy efficient lighting, clean air monitoring, climate change website.	50	20	40%	1%
CPZ	<b>Motorcycle parking</b>	25	20	80%	3.9%
Local area accessibility	<b>Accessibility Awareness Day; Pedestrian crossings and accessible links;</b> Escorted transport service to libraries; Access Bus (shopping);	131	50	38%	2.6%
Parallel Initiatives	<b>Implementation of corridor reviews currently being carried out on Bethnal Green Rd,</b>	50	50	100%	7.2%
LCN+	<b>Schemes to be determined through London-wide joint borough working groups</b>	595	595	100%	3%
Bus Priority	<b>Schemes to be determined through London-wide joint borough working groups</b>	495	340	69%	1.7%
	<b>TOTAL BID</b>	<b>6694</b>	<b>3089</b>	<b>46%</b>	<b>2.1%</b>
TGLP	<b>Station access</b>	Tbc	Tbc	tbc	
	<b>Access to piers</b>	40	40	100	n/a
	<b>River crossing study</b>	50	50	100	n/a

- 5.3 The local safety scheme and 20mph zone bids were wholly funded, and the majority of walking and bus stop accessibility schemes were also approved. The borough has increased the proportion of the Londonwide allocation received in a number of categories including local safety schemes, walking, local cycling, school travel plans, travel awareness and environment schemes.
- 5.4 The bid for London Cycle Network Schemes is determined through a central coordinating lead borough following completion of “CRISP” whole route assessment studies on LCN+ network routes. Due to constant dialogue and review the allocation reflects the final amended bid. This allocation is likely to be increased through funding for from TfL Greenways projects for high quality off-road cycle routes focussing on the Olympic Park as the hub of cycling attraction for the next five years.
- 5.5 The allocation of funding for Principal Road Renewal is awarded on the basis of the UKPMS pavement condition survey carried out by LB Hammersmith & Fulham on behalf of all London boroughs. Only 14% of this year’s been has been approved, substantially less than last year but reflecting a reasonably good standard of highway conditions in comparison to elsewhere in London. This funding is critical to maintaining the Council’s performance on NI 168 (formerly BVPI 223) “Condition of the local authority principal road network where structural maintenance should be considered”.

5.7 The most serious failure to secure funding concerns the replacement of Whitepost Lane canal bridge. Allocations for bridge maintenance are provided on a Londonwide priority needs basis and, despite being a weak structure, this bridge does not reach sufficient priority to receive funding. However, there is currently an excellent opportunity to carry out this work without traffic disruption as the road is closed whilst the Olympic Park is under construction. Officers are therefore continuing to pursue discussions with TfL and the Olympic Delivery Authority (ODA) to secure funding to facilitate works during this closure period.

5.8 Overall, the capital and revenue funding available to deliver LIP schemes in 2008/9 is approximately £ 8 million, including LIP funding, the Council's Local Priorities Programme and Section 106 contributions for highway improvements in the Spitalfields area. Progress on individual schemes contained within the LIP is summarised in Appendix One.

## **6.0 OPTEMS**

6.1 The transport assessment for the Olympic Park (Games) identified a number of highway and traffic impacts arising from the games for which £20 million of Section 106 planning obligations was secured in order to ameliorate potential congestion problems. In order to oversee the allocation and utilisation of these resources, the Olympic Park Transport and Environmental Management Strategy has been developed and the OPTEMS group has been established consisting of the five host boroughs, London Thames Gateway Development Corporation, Transport for London and the Olympic Delivery Authority.

6.2 The bulk of the junctions identified as being negatively affected by the park construction, games and transformation stages lie within Tower Hamlets and Newham, although many are located on the Transport for London Road Network. However, in keeping with the transport policies for all affected boroughs, it is intended that the ameliorative measures focus on facilitating sustainable modes and controlling the environmental impact of traffic, rather than catering for increased traffic capacity.

6.3 A bidding process has just begun for the allocation of this funding for schemes to be developed from 2008 – 2014 depending on the stage at which they become relevant. Members are therefore asked to endorse the submission of the following bids which are either compliant with those schemes included in the LIP, or aim to tackle issues which have previously been identified in earlier Olympic related reports.

TH1 Signalisation of A12 / Wick Lane junction allowing improved control of traffic into the Bow area.

TH2 Greenway – Victoria Park missing link Wick Lane – including review of potential closure to traffic other than buses, pedestrians and cyclists.

- TH3 Monier Rd / Wick Lane junction redesign – to accommodate changes in traffic patterns and rationalise the signals and roundabout current in close proximity
- TH4 Area-wide review of traffic management in Bow
- TH5 Area-wide review of traffic management in Poplar
- TH6 Reconstruction of Whitepost Lane Bridge

6.4 As funding bids are successful, they will be incorporated into the Transportation & Highways capital programme in the usual manner and full public consultation will be carried out to ensure residents and business concerns are fully addressed.

## 7 Progress towards delivery of 2009/10 Schemes

7.1 The LIP programme has been reviewed in Appendix One and Table Two below identifies those schemes which were planned to be implemented in 2009/10 as well as identifying those which were unsuccessful in securing funding in the past. Where it is necessary to make LIP bids for funding for 2009/10, the scheme has been highlighted.

**Table Two :  
Proposed 2008/9 LIP schemes identifying those for inclusion in TfL bid**

Scheme Title as in LIP	Action	Value 2009/10 LIP bid £'000
Traffic management Review: Bow Area	The Olympic Planning Application Transport Assessment makes provision for funding such measures through OPTEMS	0
Traffic management Review: Poplar Area		
Improve Bus Journey Times	LIP bid to be made for schemes identified through London Bus Priority Network	<b>300 approx</b>
Bus Stop Accessibility Scheme	LIP bid to be made to continue programme of improvements at 12 stops per year.	<b>120</b>
LU Safety & Security Audit	Included in TGLP programme of Station Access schemes	0
Parallel Initiatives (A Roads and Busy Bus Routes) – Westferry Rd	Only £690k was allocated to this category last year Londonwide, therefore works identified from studies will need to bid to other categories of LIP funding and elsewhere to secure the level of funding required to take forward the initiatives. The levels of bid to various LIP categories are likely to be as indicated.	<b>150</b>
Parallel Initiatives (A Roads and Busy Bus Routes) – Bethnal Green Rd		<b>250</b>
Parallel Initiatives (A Roads and Busy Bus Routes) – Manchester Rd		<b>150</b>
Parallel Initiatives (A Roads and Busy Bus Routes) – Hackney Rd		0

Borough Signage Strategy Implementation	There is no applicable LIP funding category at present – awaiting roll out of Londonwide programme.	0
Road Safety ETP	LIP bid to be made to continue road safety education initiatives.	<b>100</b>
Local Safety Schemes	LIP bid to be made targeted at sites with the worst accident records.	<b>600</b>
20mph zone 10 – Sidney St to Whitehorse Lane, north of A13 and south of Stepney Way	LIP funding is only available only for zones with high accident levels but only minor works are needed to complete so speculative bid to be included.	<b>50</b>
20mph zone 19 – west of A12 to St Stephens Rd, south from Victoria Park to railway line	Included in OPTEMS proposal	0
20mph zone 17 – Fairfield Rd – A12	Included in OPTEMS proposal	0
20mph zone 8 – area bounded by Devons rd / St Pauls Way, Burdett Rd, A13 and Upper North St / canal / Violet Rd.	Included in OPTEMS proposal	0
Locksley Home Zone	No bid. Home Zone schemes are extremely expensive in terms of cost per kilometre and cannot be justified in a climate of limited funding availability. It may be possible to include this area in other traffic calming projects in future to address need.	0
Roman Road (West)	LIP Area based schemes bid for streetscene enhancements in town centre.	<b>1 million</b>
Historic Wapping – Environmental Improvement Scheme	LIP bid to be made as Area Based Scheme	<b>1-2million</b>
Ben Jonson Town Centre [Shopping Area]	No bid for 2009/10 – move forward to future year.	0
Poplar High St streetscene improvements	Bid not necessary with LCN and Sn 106 funding availability.	0
Abbott Road traffic management	Bid for full closure to be made to build on 2008/09 width restriction introduction, but maintenance work is not eligible for LIP funding.	<b>250</b>
St Paul's Way	No bid. Potential major scheme capable of inclusion in future LIP bids, but development proposals need more definition before proceeding.	0
Asset Management Plan – Routine Maintenance	LBTH revenue – no LIP funding available for local road maintenance	0
Asset Management Plan – Improvement	LBTH revenue – no LIP funding available for local road maintenance although streetscene bids are complementary.	0
Lighting Projects 5 Year Asset	LBTH capital bid to be made – no LIP funding available unless part of a	0

Management Plans	wider scheme.	
Asset Management Plan – Principal Road Maintenance	LIP bid for according to condition survey priorities.	<b>1000</b>
Asset Management Plan – Bridges & Structures	LIP bid to complement OPTEMS bid for Whitepost Lane bridge.	<b>500</b>
Stroudley Walk Secure by Design	No bid. This scheme relates to development proposals which have not as yet been progressed.	0
Streets for People – Bullivant and Woolmore Street	No bid – will be delivered through development proposals.	0
Streets for People – Stebondale Street	No LIP bid – LBTH capital bid for reconstruction scheme	0
Streets for People – Stewart Street	No bid – review scheme justification	0
Footpaths of Tower Hamlets	LIP bid to be made for Island River Walk (east-side) to complement other potential funding.	<b>50</b>
Walks in Tower Hamlets		
Island River Walk (east-side)		
Green Chain Pedestrian Network	Bids to other funding sources possible e.g. TfL Greenways.	0
Pedestrian Crossing Assessment and Facilities	LIP bid to support BV 165	<b>50</b>
Pedestrian Security Scheme	No bid - Included in other schemes	0
Pedestrian Links	No bid – Included in walking schemes	0
Mile End Park to Limehouse Walking Route	LIP bid to be made to complete funded scheme	<b>100</b>
Cycle Parking	LIP bid for on-going programme	<b>20</b>
Cycle Training	LIP bid for on-going programme	<b>60</b>
Non LCN+ Routes	LIP bid for local cycle routes	<b>100</b>
Cycle Audit and Hot Spots	No bid – work already done in CRISP assessment studies	0
Cycle Awareness and Education	LIP bid within Travel Awareness	<b>10</b>
LCN+	LCN+ bid through sector leader	<b>500 approx</b>
River Buses – Borough Gateway Piers	Bid within TGLP bid	0
Shadwell Interchange	Substantial bid within TGLP bid	<b>1 million</b>
School Travel Plans & Safer Routes to Schools	LIP bid for schools with School Travel Plans	<b>500</b>
Travel Awareness – events and promotions	LIP bid	<b>100</b>
Workplace Travel Plans	LIP bid	<b>25</b>
<b>Total bid value</b>	<b>£4.985 million with additional £3 - £4 million Area Based Scheme bids</b>	



- 7.2 At this stage, Members are recommended to review the schemes requiring funding, as set out above in Table 2, and approve those which are recommended for inclusion in the LIP bid to TfL, the deadline for submission being 13<sup>th</sup> June 2008. In order to understand how the recommended bid has been developed, TfL's guidance for the LIP bid 2009/10 is summarised below. The bid should be reasonably compliant with this guidance to maximise its success rate, however it is clear that the borough can expect to receive a similar level of funding to that allocated over the past two years.
- 7.3 TfL have indicated that schemes will only be funded if they are linked to existing LIP schemes. Although new updates can be submitted alongside individual boroughs' funding applications, these schemes will have to be "*new or innovative such that could not have been reasonably identified previously*". The submission will be made on-line through the online Portal system.
- 7.3 There is again approximately £152 million of funding available to Boroughs for 2009/10, to be apportioned according to TfL's current priorities with the greatest emphasis placed on:-
- reducing killed and seriously injured casualties;
  - improving the bus network;
  - improving the take-up of sustainable modes ( especially Cycling).
- This essentially means that within each bid category there is a predetermined level of funding available for allocation to boroughs and Councils need to take this into account to develop a realistic bid. It is also important to ensure that bids meet the requirements of that funding category.

## **8.0 LIPS 2**

- 8.1 Following the GLA elections, the Mayor for London will be carrying out consultation on a revised Transport Strategy for London towards the end of the year. This strategy links closely to the London Plan and will form the basis for future guidance on preparation of the second generation of LIPs (for the five year period from 2010). This provides a major opportunity to refresh the transport agenda for the Borough and consult widely on new schemes and initiatives, addressing the changing traffic patterns and issues facing the borough.

## **9. Conclusion**

- 9.1 The above report highlights how progress on the delivery of the LIP plan for 2005 – 2010 is affected by the availability of funding, in particular from Transport for London and the Council's own capital resources. With increasingly stringent criteria being set by TfL on bids for funding through the LIP, the Council's own capital funding will be increasingly important in respect of delivering its own priorities which

are not necessarily consistent with TfL priorities and to provide match funding to make bids to a variety of funding sources more competitive.

- 9.2 The report seeks to take account of guidance criteria and the level of funding availability in setting out a realistic bid which Members are recommended to approve.

## **10 COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 10.1 This report updates Cabinet on current progress regarding delivery of the Local Implementation Plan and seeks Cabinet approval for the bids to TfL, for funding of the fifth year of the programme. Details of progress to date on the LIP programme delivery are contained at sections 4 and 5 and proposals for inclusion within bids for the fifth year of the programme are contained in section 7 and total approximately £8m- £9m. Results of the bidding process will be announced in the autumn of 2008.
- 10.2 Section 6 details proposed bids to be submitted for funding by the newly developed Olympic Park Transport and Environmental Management Strategy (OPTEMS), for 2008 to 2014 which will be utilised to ameliorate the traffic impact of Olympics construction.

## **11. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 11.1 The LIP, formally approved by the Mayor of London in May 2006 pursuant to Section 146(2) of the Greater London Authority Act 1999, sets out the Council's proposals for the implementation of the Mayor's Transport Strategy in the Borough. It is consistent with the Council's Transport Strategy and directly informs the emerging Local Development Framework.
- 11.2 Section 148 Greater London Authority Act 1999 enables the Council to revise its LIP at any time and must do so when the Transport Strategy is revised.
- 11.3 By monitoring progress necessary developments of the plan may be made in order to maximise effectiveness and efficiency

## 12 **EQUAL OPPORTUNITIES IMPLICATIONS**

12.1 An Equality Impact Assessment was undertaken in the preparation for the LIP and considered the impact of the proposed schemes and projects on all equality groups. The outcome of this assessment was positive and has been included in the final document.

## 13.0 **ANTI-POVERTY IMPLICATIONS**

13.1 It is anticipated that some of the projects that will be implemented as part of the LIP will contribute to reducing poverty by improving accessibility to places of work, health facilities, education and so forth that may not be readily or safely accessible to some sections of the community. By improving accessibility, particularly by less costly modes, the part of the community that is affected will have greater opportunities to improve their wellbeing than previously

## 14.0 **SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

14.1 The LIP is focussed on improving transportation within the Borough and collectively all the London LIP's will contribute to improving transportation in the region. With a large proportion of the LIP focussing on sustainable transport projects such as improving public transport, encouraging more walking and cycling, and improving the safety and efficiency of roads, it is considered that the LIP will contribute towards a greener, more sustainable environment.

## 15.0 **RISK MANAGEMENT IMPLICATIONS**

15.1 The LIP is an indicative plan and contains no contractual commitments to financing. No works will be undertaken to implement the plan without formal approval of capital estimates and funding availability confirmed.

15.2 The Mayor for London has approved the LIP as being compliant with his guidance. In a situation where any Borough was failing to deliver works consistent with the Mayor's Transport strategy, the Mayor does have an ultimate power to take over control of the Borough's work.

## 16 **EFFICIENCY STATEMENT**

16.1 The delivery of schemes within the LIP will be carried out with efficiency savings in mind. The works will be implemented utilising the Council's Framework Contracts for transportation and highways works which have been updated, rationalised and improved in re-tendering for contract starting on July 1<sup>st</sup> 2008 – March 30<sup>th</sup> 2013. Further efficiencies are currently being explored including joint working with TfL and other Boroughs, and further consolidation of contracts.

## APPENDIX ONE

### PROGRESS TOWARDS DELIVERY OF TRANSPORT PROGRAMME INCLUDED IN LIP

	Implemented or funded for implementation
	Funding bid to be made for 2008/9
	Funding bid unsuccessful

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
1	Leamouth Bridge	LIP/ODPM	On hold pending development review					
2	Pedestrian/cycle bridge link – Leamouth Peninsular	Leaside / Developer				Dependent on developer		
3	Leven Road Gas Works Site	LIP/Developer				Dependent on developer		
4	Ailisa Street Footbridges (Poplar Riverside)	LIP/Developer / LTGDC	Feasibility studies			Dependent on LTGDC		
5	Bow Roundabout Gateway	TfL/S106/ODPM				Bid to OPTEMS		
7	DLR Langdon Park	LIP/ LBTH / LAA / ODPM/ SRB	Construction complete					
8	Traffic management Review: Bow Area	LIP / ODA				Bid to OPTEMS		

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
9	Traffic management Review: Poplar Area	LIP / ODA				Bid to OPTEMS		
10	Millennium Quarter Masterplan : Major infrastructure	S106/TfL/LBTH			Construction of South Quay station started 2007			
11	Millennium Quarter Masterplan : Minor highways works	S106	Ongoing to meet developer's programmes					
20c	LU Safety & Security Audit						Integrated into TGLP Station Access programme	
19	Station Access Audit Implementation	LIP (TGLP)			Cambridge Heath Stn complete	Shadwell bid		
20a	DLR Station Periphery Route Improvements	LIP / Poplar HARCA /	All Saints complete	Poplar design & implementation on hold by DLR				
16	Limehouse Gateway Strategy	LIP / TfL / C2C	Highway improvements complete		Station interchange improvements included in 3car project – under construction			
58c	Public Transport Guide	LBTH	Map published			Funding still to be identified		
105	Junction Improvements	LIP ( LBPN)	Funded works complete	Funded works complete	Funded works complete	Funding secured	LIP bid	LIP bid

Scheme Number	Proposal	Funding Source			Timing			09/10	10/11
		2005/6	2006/7	2007/8	2008/9				
106	Improve Bus Journey Times	LIP (LBPN)	Funded works complete	Funded works complete	Funded works complete	Funding secured	LIP bid	LIP bid	
107	Bus Stop Accessibility Scheme	LIP (LBPN)	10 stops complete	10 stops complete	10 stops complete	9 stops funded	LIP bid 12 stops	LIP bid 12 stops	
21	Parallel Initiatives (A Roads and Busy Bus Routes) – Hackney Road	LIP/LBTH/S106	Conversion of zebras to pelicans complete Study on streetscene			No proposed works at this time			
22	Parallel Initiatives (A Roads and Busy Bus Routes) – Westferry Road	LIP/LBTH / LAA/S106		Study on corridor	Consultation Works on hold due to utilities	Funding secured for safety scheme	Funding bid to be made for works	Funding bid to be made for works	
23	Parallel Initiatives (A Roads and Busy Bus Routes) – Bethnal Green Road	LIP/LBTH/S106		Study on corridor & phase 1 build	Implementation	Ongoing implementation	Funding bid to be made for works	Funding bid to be made for works	
24	Parallel Initiatives (A Roads and Busy Bus Routes) – Manchester Road	LIP / LBTH / S106		Study on corridor treatment	Implementation		Funding bid to be made for works		
25	Parallel Initiatives (A Roads and Busy Bus Routes) – Prestons Road / Cotton Street	LIP/LBTH/S106				Funding for resurfacing	Dependent on ORN & developer studies		

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
26	Parallel Initiatives (A Roads and Busy Bus Routes) – Grove Road	LIP/LBTH/S106			LCN implementation	Funding for resurfacing		
27	Parallel Initiatives (A Roads and Busy Bus Routes) – Rothbury Rd / Carpenters Road						Affected by Olympics - postponed	
28	Parallel Initiatives (A Roads and Busy Bus Routes) – Cambridge Heath Road	LIP/LBTH/S106				Safety scheme		
29a	Borough Signage Strategy Implementation	LIP	Chrip St pilot	Review of strategy	Isle of Dogs area complete		Funding bids to be made for future implementation	
33	Road Safety ETP	LIP / LBTH / LAA	Funded works complete	Work in progress on programme of road safety education in schools, Junior Road Safety Officer, 60+ awareness			Further bids to be made	
35	Local Safety Schemes	LIP	Ongoing programme targeting worst sites				Further bids to treat accident hotspots	
36a	20mph zone 34 – Isle of Dogs east of Manchester Rd	LIP / LBTH			Consult	Bid for Saunders Ness		
36b	20mph zone 28S – Vallance Rd to Commercial St north of A11 and south of railway line	LIP / LBTH		Complete				

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
36c	20mph zone 28N - Vallance Rd to Commercial St north of railway line, south of Bethnal Green Rd	LIP / LBTH			Funding secured	Construct		
36d	20mph zone 10 – Sidney St to Whitehorse Lane, north of A13 and south of Stepney Way	LIP / LBTH					Bid for minor works	
36e	20mph zone 19 – west of A12 to St Stephens Rd, south from Victoria Park to railway line	LIP / LBTH						Bid for minor works
36f	20mph zone 31- Isle of Dogs west of Limeharbour and south of Marsh Wall to Tiller Rd / Glengall Grove	LIP / LBTH				Construct		
36g	20mph zone 33 – area bounded by Limeharbour, Eastferry, Manchester Rd and Marsh Wall.	LIP / LBTH				Construct		
36h	20mph zone 27N – Vallance Rd to Cambridge Heath rd between Bethnal Green rd and Dunbridge St.	LIP / LBTH				Funding secured		
36i	20mph zone 24 – area bounded by Hackney rd, Cambridge Heath Rd and Borough boundary	LIP / LBTH					Funding to be identified	Possible Sn 106



Scheme Number	Proposal	Funding Source			Timing			09/10	10/11
		2005/6	2006/7	2007/8	2008/9				
36j	20mph zone 2 – south of Braham St, north of East Smithfield between Mansell St & Leman St	LIP / LBTH					but bids to TfL only if strong rate of return on basis of casualties	Sn 106	
36k	20mph zone 17 – Fairfield Rd – A12	LIP / LBTH						OPTEMS bid	
36l	20mph zone 8 – area bounded by Devons rd / St Pauls Way, Burdett Rd, A13 and Upper North St / canal / Violet Rd.	LIP / LBTH						OPTEMS bid	
36m	20mph zone 27S - Vallance Rd to Cambridge Heath Rd north of A11 and south of railway line	LIP / LBTH		Complete					
37	Lansbury Home Zone (Phase 3)	LIP / LBTH		Scheme completed					
38	Ashfield Street Home Zone	LIP/S106		Complete					
39	Mansford Street Home Zone	LIP/LBTH		Scheme complete					
40	Lincoln Neighbourhood Home Zone	LBTH							
41	Locksley Home Zone	LIP/LBTH		Reduced scheme complete					
43a	Roman Road (East of Grove Rd)	LIP/LBTH		Complete				Review justification for this scheme	

Scheme Number	Proposal	Funding Source	Timing					09/10	10/11
			2005/6	2006/7	2007/8	2008/9			
43b	Roman Road (West of Grove Rd)	LIP/LBTH					LIP bids to be made		
43c	Historic Wapping – Environmental Improvement Scheme	LIP/LBTH					LIP bids to be made		
44	Poplar High Street Town Centre [Shopping Areas]	LIP/LBTH/DLR		Consult	Construct		Possible Sn 106		
45a	Ben Jonson Town Centre [Shopping Area]	LIP/LBTH/S106						Funding bids to be made	
45b	St Paul's Way	LIP/LBTH/S106						Funding bids to be made	
45c	Globe Road Town centre [Shopping Centre]	LIP/LBTH					Funding bids to be made		
45d	White Horse Lane	LIP/LBTH					Funding bids to be made		
46	Asset Management Plan – Routine Maintenance	LBTH	Ongoing revenue funding	Ongoing revenue funding	Completion of Plan	Introduce systems	Ongoing revenue funding		
47a	Asset Management Plan – Improvement	LBTH	Annual programmes completed	Annual programmes completed	Annual programmes completed	Funding secured	Bids to be made to LBTH Capital Programme		
47b	Lighting Projects 5 Year Asset Management Plans	LBTH	Annual programmes completed	Annual programmes completed	Annual programmes completed	Funding secured	Bids to be made to LBTH Capital Programme		

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
47d	CCTV	NRF/LBTH	Annual programmes completed			Funding secured	Bids to be made to LBTH Capital Programme	
47e	Principal Road Maintenance	LIP	Prestons Rd	Westferry	Manchester, Bethnal Green, Dock St	Funding secured	LIP bids made according to UKPMS priority	
47f	Bridge Strengthening and Structural Maintenance Schemes	LIP			Funding secured		Funding bids made to LOBEG and OPTEMS	
49	Stroudley Walk Secure by Design	LIP/S106					Bids to be made	
50a	Streets for People – Bullivant and Woolmore Street	LIP/S106					To be delivered through development scheme	
50b	Streets for People – Stebondale Street	LBTH					Bids for maintenance	
50c	Streets for People – Stewart Street	LBTH					Review justification	
51	Tredegar Road Bridge – Re-profile vertical alignment	LIP	Withdrawn as studies found this work is not feasible in medium term					
52	Upper North Street / Bartlett Park	LIP/S106					Review justification for scheme in view of Bartlett Park proposals	

Scheme Number	Proposal	Funding Source	Timing						
			2005/6	2006/7	2007/8	2008/9	09/10	10/11	
53	Cartwright Street	LIP / LBTH / SRB PLP	Scheme completed						
59	Introduction of Camera Enforcement for Moving Traffic Offences	LBTH		Works completed to commence enforcement					
61	Extension of Controlled Parking Into "Fish Island" Area	Parking Account			Consultation rejected proposal				
110	Motorcycles	LIP/Parking Surplus			Completed	Funding secured			
80	Bow Road/ Mile End Road Disability Link	LIP/S106/TfL		Feasibility study	Funding secured	TfL to build			
91	Footpaths of Tower Hamlets	LIP			Some funding secured	Funding bids to be made			
92	Walks in Tower Hamlets	LIP							
93	Hanbury Walk	LIP				Include in Sn 106 project			
94	Island River Walk (east-side)	LIP/LBTH/S106				Review all sources of funding			
95	Safe Routes to Interchanges		Incorporated in other projects						
96	Walking Awareness		Incorporated into Travel Awareness programme						

Scheme Number	Proposal	Funding Source	Timing					
			2005/6	2006/7	2007/8	2008/9	09/10	10/11
97	Strategic Walking Routes	Sn106 / TfL / LBTH	Thames Path improvements complete			Funding bids to be made		
99	Green Chain Pedestrian Network	Green Grid		Lincoln Home Zone construct	Funding secured for Meath Gdns bridge links	Funding bids to be made		
100	Pedestrian Crossing Assessment and Facilities	LIP/LBTH	Thomas Rd done	Upgrade programme	BV 165 compliance works	Funding secured	Funding bids to be made	
101	Walking Audits		Integrated into major projects					
103	Pedestrian Security Scheme						Integrate into other schemes	
104	Pedestrian Links			Poplar College – DLR			Covered by 91 & 92 above	
108	Mile End Park to Limehouse Walking Route	LIP				Funding secured		
70a	Sustainable Cycling Initiatives	LIP/LBTH	LAP 3&4 events	Ongoing		Included in travel awareness		
70b	Cycle Parking	LIP	Housing estates	Leisure centres & parks	Brick Lane	Funding secured	Funding bids to be made	
70c	Cycle Training	LIP/LBTH	900 children trained p.a.		2000 children trained p.a.	Funding secured	Funding bids to be made	

Scheme Number	Proposal	Funding Source	Timing						
			2005/6	2006/7	2007/8	2008/9	09/10	10/11	
71	Non LCN+ Routes	LIP/S106	Raven Row / Solebay St			Funding secured	Funding secured	Funding bids to be made	
72	LCN+ Cycle Link 198	LIP				Funding secured		Funding bids to be made	
73	LCN+ Cycle Link 197	LIP	Study	Works					
-74	LCN+ Cycle Link 196	LIP	Study			Funding secured			
75	LCN+ Cycle Link 195	LIP	Works			Funding secured			
76a	LCN+ Cycle Link 199	LIP	Study			Funding secured			
76b	LCN+ Cycle Link 200	LIP	Study			Funding secured			
77	Cycle Audit and Hot Spots		Work completed in studies on above routes						
78	Cycle Awareness and Education	LIP						Include in Travel Awareness	
109	River Buses – Borough Gateway Piers	LIP					Funding secured		
62	Escorted Transport Service for elderly/disabled not able to access IDEA stores	?						Identify appropriate opportunities for funding bids as they may arise.	
112	Community Transport and Door-to-Door Services	DfT Urban Bus Challenge Fund							
14	Blackwall Park	LIP/S106	Feasibility studies for new pedestrian bridge				Developed		

Scheme Number	Proposal	Funding Source	Timing						
			2005/6	2006/7	2007/8	2008/9	09/10	10/11	
17	Shadwell Interchange	LIP/TfL					Funding bid to be made		
18	Mile End Gateway	LIP/TfL		Construction complete					
31	School Travel Plans & Safer Routes to Schools	LIP/Borough/LAA	15 STPs 4 schools treated	15 STPs 4 schools treated	11 STPs 4 schools treated		Funding secured	Funding bids to be made	
58a	Travel Awareness	LIP/Borough	Ongoing programme of promotions				Funding secured	Funding bids to be made	
58b	Workplace Travel Plans	LIP / Developer		LBTH Staff Travel Plan adopted			Funding secured	Funding bids to be made	

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<b>Committee:</b>  Cabinet	<b>Date:</b>  07 May 2008	<b>Classification:</b>  Unrestricted	<b>Report No.:</b>  	<b>Agenda Item:</b>  
<b>Report of:</b>  <b>Corporate Director</b> <b>Stephen Halsey – Communities, Localities and Culture</b>  <b>Originating officer(s)</b> <b>Colin Perrins</b> <b>Head of Trading Standards &amp; Environmental Health (Commercial)</b>		<b>Title:</b>  <b>Mail Forwarding Businesses Registration</b>  <b>Wards Affected:</b>  <b>All</b>		

## 1. SUMMARY

- 1.1 The London Local Authorities Act 2007 gave London Boroughs the opportunity to register Mail Forwarding Businesses as a consumer protection measure. This report explains the rationale and process for the adoption of this legislation

## 2. RECOMMENDATIONS

Cabinet is recommended to:-

- 2.1 To agree and recommend to Council that the Mail Forwarding Registration functions under section 75 of the London Local Authorities Act 2007 will come into force in the London Borough of Tower Hamlets on the appointed day of 25<sup>th</sup> August 2008;
- 2.2 Subject to the setting of the appointed day, referred to in recommendation 2.1 above, by the Council:
- (i) Authorise the Corporate Director Communities, Localities and Culture to undertake the functions set out in Section 75 of the London Local Authorities Act 2007, relating to mail forwarding registration, on behalf of the Authority; and
  - (ii) Authorise the Corporate Director Communities, Localities and Culture to set the fee for mail forwarding registration at £92 with the fee for new applications to rise annually in line with the Retail Price Index.

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**Local Government Act 1972 (as amended) Section 100D**  
**List of “Background Papers” used in the preparation of this report**

Brief description of “back ground papers”

Name and telephone number of holder and address where open to inspection.

**London Local Authorities Act 2007**

**Colin Perrins- Tel 0207 364 6872**

### **3. BACKGROUND**

- 3.1 The London Local Authorities Act 2007 received Royal Assent on 19 July 2007. Amongst a number of enabling powers for London Boroughs it introduces new legal controls on mail forwarding businesses where none existed. The controls were lobbied for by the London Boroughs Trading Standards Departments. Under section 75 a number of offences are created and robust powers of enforcement provided. The new requirements for a mail forwarding business are to register with the Council, keep records of persons using mail forwarding and holding services including copies of two pieces of identification, to retain the records for one year after the service has expired and make them available for inspection by the police and authorised officers.
- 3.2 A mail forwarding business is one where a postal address is made available to a person for the receipt of postal packets that are held for collection or forwarded on. Postal addresses made available by mail forwarding businesses in Tower Hamlets are often prestigious and attract users both nationwide and internationally. There are estimated to be close to 80 mail forwarding businesses, within the meaning of the Act, in Tower Hamlets and any one may have anything from fifty to several thousand clients. Clients are wide ranging from individuals through to limited companies.
- 3.3 In the absence of existing legal requirements to keep records, most mail forwarding businesses do not require copies of identification of clients and many keep insufficient or no records at all. Some have a reputation for operating on a 'no questions asked basis.' In seeking information from mail forwarding businesses the level of co-operation afforded to enforcement officers will vary and where no or insufficient records are kept, tracing clients involved in criminal activities will be virtually impossible.
- 3.4 The Tower Hamlets Trading Standards service receives a significant number of complaints regarding traders / business clients who use the services of mail forwarding businesses. Often money has been sent in response to various kinds of scams and frauds. The services of mail forwarding business are also used by those involved in serious crime who take advantage of the confidentiality assured by the service and lack of record keeping to avoid detection.
- 3.5 Historically mail forwarding businesses were required to register with the Police and keep records under the Official Secrets Act 1920 however this Act was repealed in 2000. In January 2006 Tower Hamlets Trading Standards service introduced a local voluntary scheme designed to encourage co-operation by mail forwarding businesses with law enforcement officers which required the keeping of records of clients including two pieces of identification. The scheme had limited success with uptake not being universal.

- 3.6 The London Local Authorities Act seeks to deal with mail forwarding businesses that make no effort to obtain identification, keep records or co-operate with enforcement officers. It also seeks to close a door currently open to rogue traders who hide behind the façade of a mail forwarding business. The legislation makes provision for the council to have robust and practical criminal powers (to enter premises and seize goods and documents) with sufficient penalties to act as a deterrent. The requirement to register with the council will assist in the identification and location of mail forwarding businesses.
- 3.7 If the Council resolves that section 75 is to be brought into force in Tower Hamlets, it will not be possible to carry on a mail forwarding business in Tower Hamlets unless it is registered with the Council. This will apply to existing and new mail forwarding businesses. Apart from having to register with the Council, a person carrying on a mail forwarding business will be required to keep a record of:
- a) the full name, address, and telephone number of all persons for whom post is received or who has requested postal packets received to be held or forwarded to them.
  - b) the nature of the business carried out by that person
  - c) any instructions as to delivery and forwarding of postal packets
  - d) the name and address of person(s) to whom postal packets are to be forwarded, if different from a) above
  - e) copies of originals of two documents approved by the Council for the purposes of identifying the person and verifying the address(es) required in a) above.
- 3.8 The types of identification considered to be relevant are listed in Appendix 1. The services of a mail forwarding business are used by all types of person and business the list has been compiled to reflect this. This list will be subject to periodic review and revision by the Head of Trading Standards and Environmental Health (Commercial),
- 3.9 A mail forwarding business is required to keep records for at least a year after the end of an arrangement to hold or forward on postal packets and to keep them available for inspection by the police or any authorised officer at all reasonable times.
- 3.10 The requirement to register and keep records does not apply to holders of licences for postal services e.g. Royal Mail.

- 3.11 It is a criminal offence to: fail to comply with the provisions of the section or; to furnish false information for the purposes of either registration/alteration to the register or to a mail forwarding business in relation to particulars they are required to keep; to make a false entry in records kept by a person carrying on a mail forwarding business. The maximum penalty is a fine not exceeding level 5 on summary conviction.
- 3.12 A period of grace has been built into the 2007 Act whereby the requirement not to carry on a mail forwarding business without registration and the duty to keep records does not apply until four weeks after the appointed day.
- 3.13 The appointed day has been set for 25<sup>th</sup> August 2008 so as to allow sufficient time for the publication requirements in the London Local Authorities Act 2007 to be met.

#### **4. Financial Issues**

- 4.1 The Act allows a reasonable fee to be charged for registration, calculated by reference to the cost of dealing with applications for such registration. This fee is thus based on a cost recovery basis only, and therefore no additional income stream for the Council will be generated.
- 4.2 The fee is a one off fee as no provision is made in the legislation for renewal or charging for changes to registration details. Currently the estimated number of potential applicants is 80, and there are no known figures regarding the rate of new applicants entering the market place.
- 4.3 The cost of dealing with applications for registration has been calculated at £92, the detailed breakdown of which is shown in Appendix 2.
- 4.4 As these are estimated figures it is considered that a fee of £92 per application is appropriate in the circumstances.
- 4.5 As with other licences and registrations with discretionary fees it is suggested the fee is raised by the RPI every year, starting in April 2009. This will be in line with the procedure for other charges, which are annually reviewed in April each year.
- 4.6 Given the anticipated number of registrations in, the fee income will offset additional administration costs of registration and enforcement. No additional resources are being requested to apply and enforce the Act. Therefore the impact is cost neutral.

#### **5. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 5.1 There are no specific implications for the Council from this proposal, since the cost of administration will be fully recovered from the fee income.

**6 CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 6.1 The regulation of Mail Forwarding Businesses is governed by Section 75 London Local Authorities Act 2007 which section only comes into effect in any particular borough when the relevant London Borough Council has set an 'appointed day'.
- 6.2 The Act provides a procedure for so doing which includes advance notice and publication prior to the date set as the appointed day. The resolution to fix an appointed day must be made by the Full Council
- 6.3 The timetable for implementation of the regulation of Mail Forwarding Businesses has taken account of the need for the matter to be determined by Council and for the statutory procedural requirements to be met which will enable the appointed day to be fixed as 25 August 2008.

**7. EQUAL OPPORTUNITIES IMPLICATIONS**

- 7.1 There are no equal opportunities implications.

**8. ANTI-POVERTY IMPLICATIONS**

- 8.1 As with other Consumer Protection areas the disadvantaged are disproportionately affected when they lose out to unfair trading practices

**9. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

- 9.1 There are no SAGE issues

**10. RISK MANAGEMENT IMPLICATIONS**

- 10.1 There is a reputational risk to the Council if the Legislation is not implemented. Rogue traders do use mail forwarding businesses. Should a rogue trader, as has happened before, use a Tower Hamlets mail forwarding business, it would fall to Trading Standards to deal with the complaints from aggrieved. If the rogue trader proves to be untraceable because of inadequate or non-existent identity checks, then the Council could suffer criticism for not implementing legislation within its purview requiring proper identification.

11. **APPENDICES**

Appendix 1 – Identification Proposals

Appendix 2 - Cost Analysis

## **Appendix 1: Acceptable Identification**

One document from each list below is required.

### **1. Photo identification**

- Passport
- Driving Licence (with photocard)
- National Identity Card
- HM Forces Identity Card
- A current student card
- Connexions card
- Employment identification card
- Freedom travel pass
- Disabled drivers blue pass

### **2. Non photo identification provided both name and address is shown.**

- Gas or Electricity bill
- Telephone bill
- Water bill
- Mortgage Statement
- Council Tax bill
- Bank / Building Society statement (includes credit card and store card bill)
- TV licence
- Valid insurance certificate
- Pay slip
- P45/P60 statement
- Financial statement (e.g. pension, endowment)
- Current benefit book
- Letter from Benefits Agency
- HM Revenue and Customs Notice of Coding
- Student hall of residence agreement or other proof of accommodation

**Appendix 2:**

**Table showing estimated costs of Registration for Mail Forwarding Service for each Registration**

<b>Staff Member</b>	<b>Time (Hrs)</b>	<b>Cost £</b>
Admin Officer	1.16	23.64
Trading Standards Officer	0.67	19.26
Principal Trading Standards Officer	0.17	5.46
Direct Disbursements- postage, supplies, etc		5.00
Other running costs, management, and directorate & corporate support costs		38.64
<b>Total</b>		<b>92.00</b>



# Agenda Item 7.4

<b>Committee:</b> Cabinet	<b>Date:</b> 7 May 2008	<b>Classification:</b> Unrestricted	<b>Report No:</b>	<b>Agenda Item:</b>
<b>Report of:</b> Corporate Director of Development and Renewal (Emma Peters) <b>Originating officer(s):</b> Peter Hamilton Head of Building Control		<b>Title:</b> Five Borough Agreement For The Provision Of Building Control Services To The Olympic Delivery Authority For Olympic Building Regulation Applications <b>Wards Affected:</b> Bow East		

## 1. SUMMARY

- 1.1. It is proposed that a Joint Local Authority Building control team (JLAB) is formed by the five London boroughs of Newham, Hackney, Waltham Forest, Greenwich and Tower Hamlets to provide a single co-ordinated building regulation plan approval and site inspection service to the Olympic Delivery Authority for the initial 'Tier 1' construction phase of the Olympic Park.

Building Control discharges the Council's statutory duty to enforce building regulations on all new, extended or converted buildings. However this function is subject to private sector competition and local authority building control operates a well established Partner Authority Scheme (PAS) as part of a national strategy to retain market share. In discussion the ODA indicated its preference for a single building regulation approving body for the Olympic Park venues and agreed to register as a Partner Company under the PAS with Newham as Partner Authority to determine applications for the main Olympic stadia. The PAS covers plan approval but the formal agreement which is the subject of this report also enables the provision of associated site inspection services. Further the agreement sets out the working arrangements, governs the division of fees across the five member boroughs and provides for assistance by each party to the others to enable JLAB to provide a single building regulation approval service for the Olympics.

This report seeks to advise members of the arrangements for JLAB, as set out in the draft five borough inter authority agreement attached at Appendix A, and seeks delegated authority to conclude negotiations on the Agreement and for its formal signing.

## 2. RECOMMENDATIONS

Cabinet is recommended to:-

- 2.1. Note the principles set out in the Inter Authority Agreement for the delivery of building control services to the Olympic Delivery Authority (Appendix A).

- 2.2. Authorise the Corporate Director of Development and Renewal to conclude negotiation of the Inter Authority Agreement, following consultation with the Assistant Chief Executive (Legal Services).
- 2.3. Authorise the Assistant Chief Executive (Legal Services) to sign the Inter Authority Agreement upon completion of the negotiations referred to in 2.2 above to the satisfaction of the Corporate Director of Development and Renewal after consultation with the Lead Member for Development.

### **3. BACKGROUND**

- 3.1. Local authority building control has been subject to private sector competition since 1985 and as a result is used to marketing its services to potential applicants/customers at an early stage in the development process with the aim of retaining its market share.
- 3.2. It is against this background that the five Olympic borough Building Control managers approached the ODA with the offer of a joint venture (JLAB) to simplify the approval process. Through presentations and with the support of LABC, the body that represents local authority building control nationally, the ODA indicated that it was minded to accept the JLAB proposal.
- 3.3. The resulting vision is to streamline the provision of services from the five boroughs and to create a dynamic team that will work in an integrated manner with the Fire Service, the Safety Advisory Group, the Safety at Sports venue licensing team and other relevant parties to the delivery of the 2012 Olympics and Paralympic Games.

#### **Proposed approach**

- 3.4. In order to combat the private sector's ability to operate nationally LABC developed the partner authority scheme (PAS). This allows a local authority to act as Partner Authority to a Partner Company/applicant and approve plans for their developments anywhere in England and Wales. The authority local to the site (Inspecting Authority) inspects construction works in progress to ensure compliance with the plans approved by the Partner Authority and issues the completion certificate.
- 3.5. In order to simplify and unify the PAS inspection process and to clearly define how this service is to be delivered to the ODA, the Inter Authority Agreement was drafted by Newham. This is attached at Appendix A.
- 3.6. An indemnity resolution is in place for the PAS to cover plan approval and discussions are ongoing with the Council's insurers regarding liability associated with JLAB also undertaking site inspections on behalf of the member authorities.

- 3.7. The Agreement is focused on the provision of building control (certifying compliance with the Building Regulations) for the initial 'Tier 1' construction phase of the Olympic Park.
- 3.8. The enabling powers for the principle of JLAB are set out in section 3 of the Agreement.
- 3.9. The parties to the Agreement are the five London Borough Councils in whose respective areas will be located the majority of the developments by the ODA in discharge of its statutory obligations under the 2006 Act
- 3.10. The five JLAB members are members of the PAS.
- 3.11. By establishing the team for this task an ongoing expert resource will also be in place for further Building Regulations work at other venues and temporary buildings required for the running of the ceremony and Games.
- 3.12. The operation of JLAB will be subject to the overview of a JLAB Steering Group, proposals for which are set out in section 6 of the Agreement.

## **Resourcing**

- 3.13. Building Control sets charges for competitive work and is required to operate and recover costs on a trading account. The Agreement proposes that Newham act as the Accountable Body and take responsibility for receiving and disbursing the Building Control fees from the ODA or its contractors, consultants or others applying to Newham under the Building Act and PAS. The role of Accountable Body is set out in the Fourth Schedule to the Agreement.
- 3.14. Timesheeting and agreed rates will enable each authority to recover its officer costs.

## **4. THE AGREEMENT**

- 4.1 The Agreement (Appendix A) is a comprehensive document that comprises the agreement and six schedules that cover all the essential elements of the JALB arrangements as follows
  - The Agreement
  - First Schedule ~ The Proposal (JLAB Service To ODA)
  - Second Schedule ~ The Protocol (Staff Handbook)
  - Third Schedule ~ Functions Of JLAB Officer Group
  - Fourth Schedule ~ Accountable Body Duties
  - Fifth Schedule ~ Dispute Resolution Procedures

- Sixth Schedule ~ Confidentiality Undertaking (Corporate)

## **5. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 5.1 The Council has a duty under Section 3 of the Local Government Act 1999 to secure continuous improvement in the way in which its functions are exercised. The proposed agreement if effectively managed will assist the Council in delivering its statutory functions in relation to building regulations more efficiently.
- 5.2 The Council has power under section 2 of the Local Government Act 2000, section 113(1) of the Local Government Act 1972 and under section 1(1)(b) of the Local Authorities (Goods and Services) Act 1970 to enter into the proposed agreement.
- 5.3 As it is not intended by the proposed agreement to create a joint committee of the partner authorities nor to delegate to or authorise the JLAB and/or the Steering Group to make decisions on behalf of the Council, the Corporate Director for Development and Renewal will, after consultation with the Assistant Chief Executive (Legal Services), ensure that the terms and conditions of the proposed agreement are appropriate for the intended purpose.

## **6. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 6.1 This report outlines the proposed establishment of a Joint Local Authority Building Control Team to provide a co-ordinated building regulation plan approval and site inspection service to the Olympic Delivery authority, and details the associated administration arrangements.
- 6.2 The proposed accounting arrangements for the JLAB are detailed in paragraphs 3.13 and 3.14. All fees will be received by the accountable authority (LB Newham), with the procedures for the disbursement of the fees to member authorities being contained within the legal agreement.
- 6.3 It should be noted that the Authority operates a successful Building Control Trading Account. By statute, the trading account should break even over a rolling three year period, with fees being regularly reviewed to reflect this requirement. As stated in paragraph 10.5, fees in respect of the Olympics work will be set in order to recover costs (mainly officer time) but the possibility exists that ultimately, a surplus or deficit will arise. Any surplus or deficit will be passed to the five boroughs in proportion to the fees earned by the construction of the venues in each party's administrative area. Due to the small number of venues within this Authority's boundaries, a significant impact on the Authority is not anticipated, however any surplus or deficit that is inherited will be pooled with the Authority's non-Olympic building control fees within the trading account and will be taken into account when fee levels are reviewed.

## **7. EQUAL OPPORTUNITIES IMPLICATIONS**

- 7.1. All applications will be assessed purely on their ability to satisfy the substantive requirements of the Building Regulations 2000 (as amended) including compliance with Part M ~ Access to and Use of Buildings.

## **8. ANTI-POVERTY IMPLICATIONS**

- 8.1. There are no anti-poverty implications contained in this report.

## **9. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

- 9.1. While the Building Act 1984 prescribes that building regulations are only made for the purposes of securing the health, safety, welfare and convenience of persons in or about buildings, they are also for furthering the conservation of fuel and power. All the Olympic applications will be assessed for compliance with Part L ~ Conservation of Fuel and Power.

## **10. RISK MANAGEMENT IMPLICATIONS**

### **Legal Liability and Indemnity**

- 10.1. Discussions are ongoing with the Council's insurers regarding liability associated with JLAB undertaking site inspections on behalf of the member authorities.

### **Scarce resources**

- 10.2. The Olympic project is clearly a considerable one that will require significant additional resources. Building Control resources are very scarce and there is a risk that it will divert resources away from other projects. This has been recognised and Newham have already been successfully using the unique attraction of the project to recruit additional resources on a national scale.
- 10.3. LABC has pledged support in providing assistance to secure staff for JLAB through secondment or equivalent means from authorities nationally if necessary to fulfil the service to be provided to the ODA as set out in the first schedule to the Agreement.
- 10.4. The five borough agreement ensures that the boroughs control the release of Building Control staff to the project.

### **Financial Risks**

- 10.5. The costs of servicing JLAB will be met from building regulation charges income. However although charges are set to recover costs there is a risk of either a surplus or deficit on each borough's trading account. It is intended that these risks will be shared between the five boroughs in a ratio of the fees

earned by the venue in each party's administrative area as a proportion of the total fees earned.

- 10.6. The fourth schedule to the Agreement cites Newham as the Accountable Body and contains arrangements for regular financial monitoring to include quarterly monitoring by the JLAB Steering Group. This will enable early identification and mitigation of any projected deficit.

## 11. LIST OF APPENDICES

APPENDIX A: Inter Authority Agreement ~ 2012 Olympics and Paralympic Games

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### LOCAL GOVERNMENT ACT, 1972 SECTION 100D (AS AMENDED) LIST OF BACKGROUND PAPERS USED IN PREPARATION OF THIS REPORT

Brief description of "back ground papers"

Name and telephone number of holder and address where open to inspection

**Holder:** Peter Hamilton  
**Phone:** 020 7364 5254  
**Address:** Mulberry Place (AH)  
5 Clove Crescent  
London E14 1BY

DATED

2008

- (1) LONDON BOROUGH OF HACKNEY
- (2) LONDON BOROUGH OF GREENWICH
- (3) LONDON BOROUGH OF NEWHAM
- (4) LONDON BOROUGH OF TOWER HAMLETS
- (5) LONDON BOROUGH OF WALTHAM FOREST

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**INTER AUTHORITY AGREEMENT**  
**2012 OLYMPICS AND PARALYMPIC GAMES**  
**BUILDING CONTROL**

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**THIS AGREEMENT** is made on 2008

**BETWEEN**

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall Mare Street London E8 1EA (Hackney)
- 2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF GREENWICH** of Woolwich Town Hall, Wellington Street Woolwich London SE18 6PW (Greenwich)
- 3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Town Hall, Barking Road East Ham E6 2RP (Newham)
- 4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place 5 Close Crescent London E14 2BG (Tower Hamlets) and
- 5) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Town Hall, Forest Road Walthamstow London E17 4JF (Waltham Forest)

**BACKGROUND**

- (A) The Parties are the five London Borough Councils in whose respective areas will be located the majority of the Developments by the ODA in discharge of its statutory obligations under the 2006 Act.
- (B) The Parties have put to the ODA the Proposal, which the ODA has stated that it is minded to accept.
- (C) The Parties are all members of PAS.
- (D) By an agreement of even date herewith the ODA has agreed to register with LABC as a Partner Company with Newham as its Partner Authority.
- (E) The Parties wish to enter into formal arrangements to govern the division between the Parties of the Fees and to provide for assistance by each of them to the others to enable them to jointly provide Building Regulation plan decision and site inspection services utilising PAS for the Developments to the ODA and to provide a protocol for staff of each of the Parties subject pursuant to these arrangements to direction or control by staff of another Party.

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## OPERATIVE PROVISIONS

### 1. INTERPRETATION

1.1. In this Agreement the following words and expressions have the following meanings:

Accountable Body	Shall be Newham;
Applications	All applications for approval of plans for the Developments submitted by or on behalf of the ODA to Newham pursuant to the Building Act and PAS;
Building Act	The Building Act 1984 and any regulations or statutory instrument made under it;
Chair	The chair of the Steering Group
Developments	The buildings structures and other development to be constructed by or on behalf of the ODA for the purposes of discharging its statutory obligations under the 2006 Act in relation to the Olympics;
Dispute	A disagreement difference or dispute between any of the Parties arising under or out of this Agreement;
Dispute Resolution Procedure	The procedure set out in the Fifth Schedule to this Agreement;
Executive Director	The Executive Director (or similar described executive post) of each Party as nominated by that Party for the purpose of clause 6.8 and notified to the other Parties from time to time;
Fees	The fees payable to Newham by or on behalf of the ODA pursuant to the Agreement of even date between the ODA and Newham;
JLAB	The joint local authority building control team consisting of officers of the Parties including officers from other local authorities, consultants and others (as necessary) established by the Parties to address the Building Regulation function in accordance with the Building Act.

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LABC	Local Authority Building Control of 137 Lupus Street, London SW1V 3HE;
ODA	The Olympic Delivery Authority established by section 3 of the 2006 Act;
Olympics	The Games of the Thirtieth Olympiad that are to take place in 2012 and the Paralympic Games also to be held in 2012 as described in the 2006 Act;
Parties	Hackney, Greenwich, Newham, Tower Hamlets and Waltham Forest;
PAS	The Partner Authority Scheme administered by LABC;
Proposal	The proposal made by the Parties to the ODA for the Parties to jointly provide building control to the ODA set out in the First Schedule to this Agreement;
Protocol	The protocol for staff within JLAB acting under the directions or control of an officer who is not an employee of the Party employing the staff and set out in the Second Schedule to this Agreement;
Steering Group	The representatives of the Parties acting in accordance with Clause 6;
Working Day	Monday to Friday inclusive excluding public holidays and bank holidays.

- 1.2. The Schedules annexed hereto are intended to form part of this Agreement.
- 1.3. Words importing the singular shall include the plural and vice versa. Words importing any gender shall include both genders and words importing persons shall include bodies unincorporated associations and partnerships.
- 1.4. The Clause and Paragraph headings are inserted for reference only and shall not effect the interpretation or construction of this Agreement.

## 2. CONSIDERATION

- 2.1. In consideration of the mutual agreements and undertakings set out herein the Parties have granted the rights and accepted the obligations set out herein.

### **3. ENABLING POWERS**

- 3.1. This Agreement is made pursuant to Section 101(5), 111 and 113(1) of the Local Government Act 1972, Section 1(1)(b) of the Local Authorities (Goods and Services) Act 1970 and Section 2 of the Local Government Act 2000 (and all other enabling powers) save that nothing in this agreement is intended to create a joint committee or to delegate to or authorise the JLAB and/or the Steering Group to make decisions on behalf of the Parties other than decisions which may be taken in accordance with the provisions of this Agreement or in accordance with PAS to process the Applications in accordance with the Building Act and PAS. Each Party shall remain responsible for ensuring appropriate decision making processes are followed by them in respect of all matters affecting their functions and responsibilities.

### **4. COMMENCEMENT AND DURATION**

- 4.1. This Agreement shall commence on the date of execution of this Agreement.
- 4.2. This Agreement shall continue until the completion of the construction of all of the Developments unless terminated earlier in accordance with the provisions of Clause 12 below and may be extended by agreement by all of the Parties.

### **5. OBJECTIVES**

- 5.1. The main purpose of establishing the arrangements set out in this Agreement is to facilitate the consideration and determination of the Applications by the Parties within the PAS; and the undertaking of the associated site inspection regime and
- 5.2. Each of the Parties undertakes with the other Parties to use all its reasonable endeavours to ensure that the intent of the Proposal is fully performed.

### **6. THE STEERING GROUP**

- 6.1. Each Party may nominate one representative to the Steering Group and may appoint a substitute representative to the Steering Group either as a standing appointment or in relation to a particular meeting.
- 6.2. The functions of the Steering Group are as follows:
- 6.2.1. To agree the strategy for the determination of the Applications
  - 6.2.2. To monitor the progress of consideration and determination of the Applications.
  - 6.2.3. To agree the overall work programme of the JLAB.

- 
- 6.2.4. To oversee the work of the JLAB.
  - 6.2.5. To consider any variations to expenditure of JLAB.
  - 6.2.6. To monitor the strategy in light of previous performance and any significant changes in the Applications.
  - 6.2.7. To agree the allocation of reasonable resources by the parties.
- 6.3. The Steering Group shall hold a minimum of 4 ordinary meetings in every year.
  - 6.4. The Steering Group shall at its first ordinary meeting in each year determine the times, dates and venues for subsequent ordinary meetings of it in that year and the first ordinary meeting in the next year. An extraordinary meeting can be called by the Chair of the Steering Group at any time on seven clear days prior notice or by a shorter period of notice if it is so agreed by a majority of the members of the Steering Group. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted at the meeting.
  - 6.5. The Steering Group shall have a Chair who shall preside at each meeting. The Steering Group shall appoint the Chair by simple majority vote. The Steering Group shall determine if such appointment is (a) fixed term (b) for that meeting only, (c) on a rotational basis, or (d) for any other term or basis the Steering Group determine appropriate.
  - 6.6. The Chair shall determine if sufficient representatives are in attendance for the business of the meeting to proceed. The Chair shall consult those of the Steering Group in attendance before making the decision whether to proceed or not.
  - 6.7. The business of the Steering Group shall be conducted by consensus of opinion. In the event that consensus is not obtained a vote may be taken if the Chair considers this appropriate. No decision of the Steering Group shall bind or fetter any subsequent decision(s) required by each Party to give effect to the decision of the Steering Group. Each Party shall remain responsible for ensuring appropriate decision making processes are followed by them in respect of all matters affecting their functions and responsibilities.
  - 6.8. In the event that any Party is unable to make a decision within their own formal processes which accords with the consensus view or vote of the Steering Group or if there is no consensus on the Steering Group after voting, the matter in dispute shall be referred to each of the Executive Directors for consideration who shall use their best endeavours to reach a resolution. In the event that the Executive Directors are not able to reach solution within 10 Working Days, the matter will be referred to the Dispute Resolution Procedure.
  - 6.9. For the avoidance of the doubt, the Dispute Resolution Procedure will only apply in respect of disputes over performance of the functions of the Steering Group set

out in clause 6.2 and shall not apply to decisions of the Parties made as building control authorities or pursuant to PAS.

- 6.10. The Steering Group may admit non-voting members with advisory or observer status only. For the avoidance of doubt, members of the Steering Group with advisory or observer status shall not be entitled to vote, but a substitute representative appointed under clause 6.1 shall be allowed to vote in the absence of the representative for which he or she is a substitute. Nothing in this clause prohibits the Steering Group from inviting other relevant people to meetings as are deemed appropriate. In all cases attendance or exclusion at any meeting of anyone other than a member of the Steering Group shall be decided by the Steering Group and in the event of non-agreement the Chair shall have the right to admit or exclude as they shall be responsible for the proper process at the meeting.
- 6.11. All meetings of the Steering Group shall be minuted.

## **7. JLAB**

- 7.1. JLAB shall support the consideration and determination of the Applications in accordance with PAS and the Building Act and shall comprise of suitable building control officers nominated by each of the Parties who shall work together on processing the Applications within the five Boroughs and other locations in England and Wales as required by the ODA. JLAB may also include other members nominated by the Steering Group and such other co-opted members as JLAB shall admit to membership.
- 7.2. The functions of JLAB are as set out in the Third Schedule to this Agreement and such other functions as may be allocated to it by the Steering Group.
- 7.3. The members of JLAB shall when acting as such observe the Protocol.

## **8. PARTNER AUTHORITY**

- 8.1. Newham, with the assistance of those members of JLAB as are not employees of Newham shall perform all the functions of the Partner Authority under PAS in relation to the Applications.

## **9. INSPECTING AUTHORITIES**

- 9.1. Each of the Parties (other than Newham) with the assistance of the members of JLAB, who may not be employees of that Party, shall perform all the functions of an Inspecting Authority under PAS in relation to such of the Applications as relate to such of the Developments as are located within that Party's area.

- 9.2. For the avoidance of doubt the Parties confirm and declare that Newham, with the assistance of those members of JLAB as are not employees of Newham, shall perform the functions of both Partner Authority and Inspecting Authority under PAS in relation to such of the Applications as relate to such of the Developments as are located within Newham's area.

## 10. ACCOUNTABLE BODY & THE FEES

- 10.1. Newham shall act as the Accountable Body and will be responsible for receiving and disbursing the Fees from the ODA or its contractors, consultants or others applying to Newham under the Building Act and PAS in respect of developing to be carried out for the ODA in accordance with the duties set out in the Fourth Schedule to this Agreement.
- 10.2. The fees shall be calculated in accordance with the schedule of fees set out in Appendix C to the first Schedule and Section G of the first schedule.
- 10.3. The fees shall be reviewed as provided in Section G of the first schedule and Newham shall during any such review of the fees consult with the other Parties.

## 11. CHANGE OF PARTNER AUTHORITY AND ACCOUNTABLE BODY

- 11.1. In the event Newham serves notice of termination under Clause 12.4 the Steering Group may appoint such other Party (with the agreement of the Party concerned) to act as the Partner Authority and Accountable Body subject to the consent of the ODA and the agreement of LABC to vary the registration of the ODA as a Partner Company under PAS accordingly and the provisions of Clauses 8 and 10 shall apply to such other member acting as Partner Authority and Accountable Body.
- 11.2. In the event that Newham serve notice under Clause 12.4 of this Agreement Newham agrees to:
- 11.2.1. do all such things or acts and execute such documents as are necessary to substitute for it as Partner Authority and Accountable body the other Party as is appointed under this Clause 11; and
- 11.2.2. make all relevant documentation available to such other Party as is appointed under this Clause 11.

## 12. TERMINATION AND BREACH

- 12.1. The expiry by an effluxion of time or termination of this Agreement however caused shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination and shall not affect any provision of

this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

- 12.2. In the event that the ODA terminates its registration under PAS, any Party to this Agreement may terminate this Agreement by written notice to the other Parties.
- 12.3. Where by reason of any change in the law or the ODA terminates its registration under PAS then any assets remaining after all liabilities have been discharged shall be apportioned by agreement between the parties.
- 12.4. Where by reason of any change in law or other reason not attributable to the fault of the Parties one or more of the Parties shall be prohibited or prevented from giving effect to their obligations under this Agreement, any Party to this Agreement may terminate this Agreement following consultation with the Steering Group and the ODA by written notice effective on receipt to the other Parties.
- 12.5. Where the Partner Authority or Accountable Body is the Party to whom clause 12.4 above applies, this Agreement may be terminated in relation to the Partner Authority or Accountable Body as the case may be by another Party to this Agreement nominated by the Steering Group for that purpose (following consultation between the Steering Group and the ODA) by written notice effective on receipt.

### 13. DISPUTE RESOLUTION

- 13.1. Any Dispute arising out of or connected with this Agreement shall be identified by written notice from one Party to the other Party or Parties in dispute who shall within 7 Working Days of the notice meet to attempt in good faith to resolve the Dispute on an amicable full and final basis.
- 13.2. If the Parties are not able to hold such meeting within the 7 Working Day period or such meeting has taken place but the Dispute remains unresolved then the Dispute shall be referred to an expert under the Dispute Resolution Procedure and the Parties agree to abide by the expert's decision without prejudice to the parties rights in law.

### 14. GENERAL

#### 14.1. Indemnities

Each Party shall be liable for and shall indemnify and keep indemnified all the other Parties to this Agreement against any claim arising directly or indirectly out of

- 14.1.1. the consideration and/or the determination of the Applications relating to any of the Developments in its administrative area, and



- 14.1.2. the site inspections of any of the Developments in its administrative area, and
- 14.1.3. injury to or death of any of its employees who are members of JLAB and which arises from an event which occurs whilst the employee in question is acting as a member of JLAB.

#### 14.2. **Conduct of Claims**

- 14.2.1. This clause 14.2 shall apply to the conduct by a Party from whom an indemnity is sought under this Agreement (“the Indemnifier”) in respect of claims made by a third person against a Party having or claiming to have the benefit of the indemnity (“the Beneficiary”) and conduct by the Beneficiary in respect of such claims, but shall apply only to the extent compatible with the requirements of any relevant insurer.
- 14.2.2. If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is or may become entitled to indemnification under this Agreement the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable.
- 14.2.3. Subject to clauses 14.2.3, 14.2.4, 14.2.6 and 14.2.8 and the giving of notice by the Beneficiary, the Indemnifier shall be entitled (subject to providing the Beneficiary with an indemnity against all costs and expenses that the Beneficiary may incur by reason of such action) to dispute the claim in the name of the Beneficiary and take conduct of any defence, dispute, compromise or appeal of the claim and of any incidental negotiations. If the Indemnifier so elects to take conduct of the claim, the Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting the claim.
- 14.2.4. With respect to any claim conducted by the Indemnifier, the Indemnifier shall keep the Beneficiary fully informed and consult with it about all material elements of the conduct of the claim and shall not bring the name of the Beneficiary into disrepute.
- 14.2.5. If the Indemnifier does not elect under clause 14.2.3 to take conduct of a claim or if the Indemnifier and the Beneficiary at any time agree that the Beneficiary should henceforth have conduct of the claim, then the Beneficiary shall be entitled to conduct the claim and to resist, appeal, compromise or settle the claim. With respect to any claim conducted by the Beneficiary, the Beneficiary shall keep the Indemnifier fully informed and consult with it about all material elements of the claim.

- 14.2.6. Any Party who is under an obligation to consult with another Party under clause 14.2.4 or clause 14.2.5 shall have regard in good faith to any views expressed by the other Party.
- 14.2.7. If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers a sum which is directly referable to the fact, event, matter or circumstances giving rise to the claim under the indemnity, then the Beneficiary shall pay to the Indemnifier whichever is the lesser of the amount paid by the Indemnifier or the sum recovered by the Beneficiary.
- 14.2.8. Any Party taking any of the steps mentioned in clauses 14.2.1 to 14.2.7 shall comply with the requirements of any insurer, who may have an obligation to provide an indemnity in respect of any liability of the Indemnifier.

**14.3. Notices**

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class prepaid letter shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting.

**14.4. Successors Bound**

This Agreement shall be binding on and shall enure for the benefit of the successors and assigns (as the case may be) of each of the Parties.

**14.5. Assignment**

None of the Parties may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other Parties.

**14.6. Continuing Agreement**

All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding termination except in respect of those matters then already performed.

**14.7. Good Faith**

Each of the Parties undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

**14.8. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect of the matters dealt with therein and supersedes any previous agreement between

the Parties in relation to such matters. No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by all the Parties. Nothing in this clause affects the provisions of the PAS.

**14.9. No Partnership**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and subject to the PAS none of them shall have any authority to bind the others in any way.

**14.10. Waiver**

No failure to exercise and no delay in exercising on the part of any of the Parties any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right of power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

**14.11. Severability**

Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement shall continue and remain in full force and effect.

**14.12. Contracts (Rights Of Third Parties) Act 1999**

Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

**14.13 Data Protection and Access to Information**

The Parties shall ensure full compliance with the Data Protection Act 1998 and all other legislation relating to the collection or use of information as applies from time to time in respect of the control and processing of any information required under this Agreement. All Parties shall ensure their respective notifications under Sections 18 and 19 of the Data Protection Act 1998 are up to date and where necessary include the activities to be undertaken under this Agreement where the Party acts as a data controller for the purposes of the information.

Any information provided by a Party who is a data controller of that information to another Party shall be provided to that Party as a data processor (as defined in the Data Protection Act 1998) only and nothing in this Agreement shall allow the receiving Party to treat the information as though it was the data controller. All processing by the Parties of any information shall be carried out in accordance with the data protection principles defined by the Data Protection Act 1998.

Where any Party receives a subject access request for information held as a result of the activities carried out in accordance with this Agreement the Parties shall fully co-operate in complying with the obligations under the Data Protection Act 1998 in relation to that data.

The Parties recognise that they are subject to legal duties, which may require the disclosure of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Parties may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

The Parties recognise that in order to facilitate openness and accountability the general view is that all relevant information concerning their arrangements should be subject to disclosure unless the information is exempt in accordance with the provisions of the legislation and where applicable the public interest in withholding the information outweighs the public interest in disclosing it.

Where any Party receives a request for information held the Parties shall fully co-operate in complying with the obligations under the Freedom of Information Act 2000 and all other relevant legislation in relation to that information.

#### 14. 14 Confidentiality

Each of the Parties undertakes with the other Parties that it shall enter into a confidentiality agreement with the ODA in the form set out in the Sixth Schedule

**FIRST SCHEDULE**  
**THE PROPOSAL**

**JLAB Delivering a responsive and  
integrated  
Building Regulations Service  
for the Olympic Venues and Buildings**

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## **A Overview**

This document is a proposal from LB Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest to provide the ODA with an added value service to ensure that the Olympic Park Venues and Buildings comply with the statutory requirements of the Building Act (1984) and Building Regulations (2000).

JLAB (Joint Local Authority Building Control) is the single Building Control team comprising surveyors from the five boroughs who will undertake the work.

### ***Objective***

The objective is to provide a fast, efficient, thorough and dynamic service to ensure that all Building Regulation decisions and completion certificates are issued without delay or unnecessary expense.

### ***Vision***

The vision is to streamline the provision of services from the five boroughs and to create a team, which will work in an integrated manner with the Fire Service, The Safety Advisory Group and the Safety at Sports venue licensing team. This document is focused on the provision of building control (certifying compliance with the Building Regulations) for the initial 'Tier 1' construction phase of the Olympic Park.

However, in establishing the team for this task an ongoing expert resource will be in place for further Building Regulations work at other venues and temporary buildings required for the running of the ceremony and Games.

### ***In Practice***

To use JLAB for the Olympic Park, ExCeL and Greenwich, the ODA simply needs to specify Local Authority Building Control within the Employer's Requirements of the relevant Enquiry and Contract Documents.

### ***The Whole Games***

The five boroughs linking to create one building control service are all members of LABC, the national organisation for local authority building control. LABC are pledged to support JLAB and to provide practical coordination of all other local authorities hosting venues, events and ceremonies. This includes the transfer of people, knowledge, technical standards and management practices to support the Olympics, Para Olympics, ceremonies and legacy programmes.

## **B Key Features and Benefits**

This proposal explains in detail how the service will be organised and operates, including management methodology, service level agreements, schedule of charges, information management and practical working links with other safety professionals. The following points summarise the strategic benefits of this JLAB proposal:

- **Best Value** ... though in competition, local authorities are not allowed to make a profit from building control. Therefore the cost of the high level of support and advice given by local authorities represents good value. Even more importantly, JLAB will work closely with the design teams to ensure that the most cost effective, compliant design solutions are achieved.
- **Independence** ... building control is the only statutory function of local authorities in direct competition with private sector providers. Local authority building control is professionally independent and publicly accountable. It has no commercial conflicts of interest and no shareholders to pay.
- **Best Advice** ... local authorities in England and Wales have over 95% of the public sports, convention and entertainments market for building control. Working in this sector as the preferred supplier to major contractors like Team McAlpine and Laing O'Rourke, local authorities have extensive knowledge of providing expert technical knowledge through all stages of the design and construction.
- **Joint Working** ... to simplify compliance services the five boroughs of the Olympic Park will establish a joint working team based in the Olympic Park to provide a fast and coherent service to building designers, contractors and the ODA (and later LOCOG).
- **Integrated Approach** ... as well as combining the building control services of the five boroughs, the Fire Service and the Safety of Sport Ground teams (both essential partners in building design approval and inspection) has agreed work in the JLAB Olympic team.
- **Consistent Technical Interpretation** ... because all buildings are unique compliance with Building Regulations is based on technical interpretation. By creating a single building control service, and including other fire and safety licensing officers from the five boroughs in the team, inspection and approval will be based on a consistent technical approach thereby avoiding debate at the final licensing stage.
- **Innovation** ... all new stadia are unique and LABC (the national organisation representing local authority building control) will ensure



that expert advice on new solutions and design innovations is available to the design and construction teams. Local authorities handled the Sheffield and Manchester games, virtually all football grounds including the Emirates and Wembley, plus dozens of national venues including the Millennium Stadium, Lord's, the Oval, the National Hockey Centre, Ascot., the National Badminton Centre and Wimbledon.

- **Dynamic Resourcing** ... the five boroughs will scale up the building control team to match the demands of the project as it progresses. LABC has over 4,000 surveyors nationally plus another 2,000 technical support staff. Using secondments and temporary working, JLAB will bring in additional surveyors for inspection services, or for any special technical knowledge at any time in the project to ensure that building control never slows progress and the completion of all certification requirements.
- **Supporting LOCOG** ... as the Olympic Park project gets closer to the Games, the JLAB team will be available (subject to separate agreement) to handle building regulations services for all the temporary buildings required for the ceremony and running of the games. Again, LABC surveyors will be taken on temporary secondment from around the country including those with experience of working on major public events.
- **Legacy (1)** ... The provision of expert input gained from the UK's major venues and Manchester games enables local authority building control to provide a major contribution to the creation of quality buildings suited to their legacy roles and functions.
- **Legacy (2)** ... JLAB's five boroughs and the national LABC organisation will use the Olympic Park project as a valuable training ground for young surveyors to ensure the development of skills to support other major sporting bid that may be won by Britain in the future.

## **C Services Provided by JLAB**

### **1. Project Management**

- Establish people, resources and facilities.
- Agree reporting and management methodology to support the ODA, contractors, designers and other safety bodies (and longer term LOCOG).
- Work with the ODA to create an on-site base.
- Work with the ODA to share IT and information systems relevant for project management, scheduling, access to technical documents and plans.
- Plan and deliver staff training.
- Establish financial procedures.
- Establish security controls and procedures

### **2. Plan Assessment**

- The provision of early Building Regulation design appraisal and guidance to architects and design engineers.
- Receive, review and process Building Regulation applications.
- Undertake examination of drawings, calculations, specifications and other details that form part of the application. Provide guidance on alterations and additional information require in relation to the application.
- Undertake statutory consultation with the Fire Authority.
- Study people movement and crowd flow planning.
- Undertake ongoing non-statutory consultation with the safety at sports venue licensing team, Safety Advisory Group, Fire Brigade and Pollution officers to ensure consistency of the Building Regulation advice and decisions.
- Issue the statutory notices.

### 3. *Inspection*

- Undertake Building Regulation site inspections including:
  - Excavation, Foundations including piling
  - Structure
  - Fire Safety including matters relating to Means of Escape, Fire Engineering and Fire Brigade Access and Facilities
  - Site Preparation and Resistance to Moisture
  - Toxic Substances
  - Resistance to the Passage of Sound (Residential and school buildings)
  - Ventilation
  - Hygiene including arrangements for toilets
  - Drainage and Waste Disposal
  - Ventilation
  - Combustion Appliances and Fuel Storage Systems
  - Protection from Falling, collision and Impact
  - Conservation of Fuel and Power
  - Access and Facilities for Disabled People
  - Glazing Safety in relation to Impact, Opening and Cleaning
  - Electrical Safety (Dwelling Buildings)
  
- It is expected that 24x7 inspection services will be required as the Olympic Park nears completion.
  
- Issue the Building Regulation Completion certificates  
Structure

## D Buildings Included

- Olympic Stadium
- Aquatics centre
- IBC / MPC
- Hockey venues
- Handball arena
- Basketball arena
- Fencing arena
- Velodrome
- BMX venue

**JLAB is able to support additional integrated building control services for the whole Olympic Park beyond Tier 1, including:**

- Paralympic Tennis
- Greenwich venues
- ExCeL
- Olympic Village accommodation
- Food Halls
- Sponsors' village
- Temporary buildings erected for more than 28 days in the front and back of house zones
- Other buildings and venues erected for more than 28 days

## E Partnership Working

The Building Regulation plan examination will be undertaken by the joint working of the five boroughs as JLAB and through the use of the LABC Partner Authority Scheme. This scheme enables the Local Authority to provide partnership working creating a tailored relationship approach for the ODA. LB Newham will act as the Partner Authority.

The form attached in appendix A would need to be signed by both Parties.

ODA contractors will complete at the appropriate time a Building Regulation application form attached in appendix B.

JLAB will manage the application process as a major project to acknowledge that the complete design and final details will not be available at the outset. Therefore the application will be allowed to evolve based on the adoption of design principles agreed for each building at the outset and “stage approvals” and “conditional approvals” will be made. This will allow the contractors to start the build whilst the complete design is being finalised.

An integrated approach is vital on sports venue projects with a fixed deadline. Therefore, JLAB will proactively coordinate design reviews with the Fire Service and representatives from the local authorities’ Safety at Sports Grounds Licensing teams.

## **F JLAB Structure**

### ***Non-operational***

- Steering Group (Building Control Managers from the five Local Authorities and the JLAB coordinator).
- Overall Project Leader, the Newham Building Control Manager who will retain strategic responsibility for JLAB.

### ***Operational***

- JLAB Manager.
- Initially up to eight JLAB Building Control Officers (this may include consultants who will not be based with the team).
- One permanent senior administration assistant.
- A site record register will be provided for each venue if required and will be completed by the inspecting Building Control officer after each inspection.
- Assigned finance officer from the London Borough of Newham.
- Uniform will be the team's database system with exchange of information by XLM files
- Additional surveyors and specialists brought in according to workload or for technical support.
- Associated members including the Fire Brigade and Safety at Sports Venue licensing team.
- Consultation to provide a single fire strategy for the Olympic Park
- Wider consultation with the single Safety Advisory Group to include all the 'blue light' services.
- Wider consultation with local authority colleagues from environmental health and highways, plus the HSE.

## **G Financial Control**

A single scale of charges under the LABC Partner Authority Scheme has been determined for all building control work relating to the Olympic Park (See Appendix C). These charges will be used to calculate costs as the venue designs become available. The charges will be based on LB Newham's scale of fees (See appendix C) and the Estimated Build Cost (EBC) for those elements of the cost subject to Building Control as agreed jointly by the ODA and JLAB.

The Scale of Charges will be subject to inflationary increases. Increases will not be retrospective and will only apply to subsequent applications. Increases will be limited to the lower end of the Scale of Charges and will only have minimal effects on the level of charge to Olympic venues.

24 x 7 inspection may be required as the Olympic Park nears completion or at critical stages in the early construction. JLAB officers will undertake such inspections at the applicant's request. There will be a per-hour charge for these inspections, to be agreed by the Council and the ODA prior to operation and subject to review at the same times as the Scale of Charges.

Financial control and administration for JLAB will be provided by the London Borough of Newham to maintain control in one centre.

A single timesheet system will be used for JLAB that will be linked to the financial system.

After the first site inspection is carried out the site inspection fee will become due. This can be paid in full or in agreed stages, which is customary on major projects. Newham will manage all client invoicing.

Charges only cover the input of building control officers and staff for Building regulation design appraisal advice, plan examination and decisions, site inspection and Completions. The charges do not cover accommodation, ITC and other business services to be supplied in the Stratford office or on site in the Olympic Park during construction. The ODA is to provide JLAB with accommodation on site. The ODA and JLAB are to discuss possible support to the Local Authorities to cover any additional costs incurred in operating JLAB. These relate particularly to the provision of site accommodation and the setting up the office. Charges for other related service input including Licensing and Health & Safety are not included in the building control charges.

The level of service described in this agreement is undertaken in the understanding that the fee income and any additional financial support will

provide JLAB with sufficient income to maintain the provision of the level of service over the Tier 1 construction period. The financial operation of the agreement is to be reviewed every six months and any necessary alterations / actions agreed that ensure adequate and appropriate financing and resourcing.

The ODA and JLAB will work together to establish a more accurate prediction of the level of fee income and the likely payment dates to enable the construction of a Building Control financial model for the Tier 1 construction period.

## **H Service Level Agreements**

It is JLAB's objective is to provide a fast, experienced and dynamic service to ensure that all approval and certification requirements are achieved without delay or unnecessary expense. The service levels described here cover the standards applicable to the services provided by JLAB (and its constituent Local Authority Building Control staff, secondees, temporary staff, associates and consultants) to the ODA for the Olympic Park "Tier 1".

### ***Overall Service Principles***

- JLAB will work outside the normal local authority response times to service levels agreed specifically with the ODA for the Olympic Park – these service levels to include 24x7 service and out-of-hours working based, for inspections, on a half working day interval between request and inspection. Out of hours by arrangement
- JLAB will actively seek to support the design process, so that issues are identified as early as possible and innovative solutions identified.
- The ODA shall keep JLAB apprised of the progress of design on all venues, and JLAB shall advise the ODA if there are any projects on which it has not been invited to engage, or where that engagement has not been consistent and sufficient.
- ODA to provide information on overall deadlines and progress.
- All parties to take part in regular Building Regulations overview meetings. These meetings to review the management performance of the JLAB team to identify process issues.
- JLAB, contractors and sub-contractors to undertake to maintain basic work disciplines providing notice in advance of actions and providing the necessary support documents or briefings to support decision-making.
- Contractors to provide detailed project schedules, relevant documents and inspection times required to complete sections and phases.
- Data and documents to be available to the JLAB team for specific tasks or inspections from the IT system including remote access.
- Sub-contractors to support main contractors or site agents providing relevant schedules, documents and request for inspection times.



- JLAB to be pro-active in scheduling and liaison with all parties and to scale up the number of inspecting surveyors (or specialists) in order to match contractors progress as the venues move through the design, construction and testing phases.

### ***Supporting Design (Pre-Application)***

- JLAB commits to working with the venue and park designers as part of the design team to identify potential building regulation issues whilst the designs are being realised to help avoid cost and delays during later phases
- Early engagement by JLAB to confirm design intention at outline design stage
- JLAB to be available for early advice and to engage with design teams, including officers attending design reviews etc. on request of designers
- Early resolution/agreement of items “pushing at the design boundaries” or utilising new materials or techniques
- Fire Brigade staff involvement as part of the JLAB team
- JLAB to adopt a solution orientated approach rather than formal “check listing
- ” Remote access to data. Details to be agreed concerning linkage

### ***Approvals to Plans***

- JLAB will evaluate formally submitted plans, and provide prompt and helpful feedback and subsequent statutory decision
- Proactive technical input
- Rapid turnaround times, providing an initial coherent response within 5 working days on projects where there have been meaningful pre-application discussions. Scope of “Initial coherent response” to agreed but is likely to be comments on the major design principles including the identification of issues, identification of key information not included with deposited plans and evolving matters of detail. Specialist design packages such as M&E or Fire Engineering may require a longer period for consideration dependent on the degree of prior discussion and volume of information.
- Integrated fire brigade/building control response
- Ensure access to sports venue experienced professionals
- Plan the allocation of people and resources against a pre-determined JLAB time plan and programme
- JLAB performance measured against KPIs with indicators agreed with the ODA prior to service commencement
- Pro-active monitoring and reporting of approval periods

### ***Site Inspections***

- JLAB will forecast the requirement for inspections and ensure sufficient surveyors are available for 24x7 out-of-hours working
- The JLAB team to be based on site (and/or nearby)
- Managers will review forward inspections to identify any especially time-critical tasks
- Stated short notice period for site inspections to be achieved, based on a maximum of half-working-day delay between request for inspection and an inspector commencing the site work (i.e. morning request will be responded to during that day, afternoon/evening request will be responded to no later than the following morning).
- Out of hours availability of inspectors by arrangement (at additional cost to be agreed)

### ***Certification***

- JLAB will establish administrative support and procedures specifically to ensure that all certification documents are fully completed and recorded
- Ensuring that individual Borough members issue the requisite certificates
- Developing the JLAB team such that there is a consistent approach irrespective of staffing
- Ensuring that liaison with the SAG is efficient and effective in supporting the licensing processes

### ***Reporting and Management Meetings***

- JLAB will provide the ODA with a monthly progress report on the provision of service, identifying any issues
- JLAB and the ODA will hold monthly, minuted liaison meetings to review the monthly report and any additional issues arising including resourcing

## **I Dispute Resolution**

Operational disputes, if any, will be resolved locally, at the JLAB/ODA regular review meetings or by emergency meetings as the situation requires.

Technical disputes will also be resolved locally. In the unlikely event that this can't be achieved, by referral to the LABC Technical Director supported by national experts on specialist technical areas from the London Region and/or the LABC Technical working Group. (LABC undertakes to provide support quickly and to escalate any situations requiring resolution to Board Level if required.

It should be noted that disputes are invariably focussed on new innovations where a new solution to the requirements of the Building Regulations has been identified. This is more likely to mean verification by a second expert rather than conflict.

*There is a statutory determination and appeals process within the Building Act 1984 with appeal to the Secretary of State. This would be a relatively slow process. A better practical method is to consult with a research body or researchers within trade associations. This consultation would be made with prior notice to the ODA and main contractor.*

## **J Best Practice**

The JLAB team will work proactively to ensure a positive contribution to safe and secure working:

- JLAB will ensure that all team members are trained in Health and Safety and fully aware of the ODA's Health & Safety policy. The JLAB Project Leader and JLAB Manager will have specific responsibility for safe working of the Building Control staff.
- JLAB will support all site security processes and procedures.
- JLAB will support initiatives to combat construction fraud.

## **K Statute**

JLAB is the delivery vehicle for the five-borough Olympic Building Control team.

For the purposes of this agreement Newham will be the accountable body.

Newham will enter into a separate Service Level agreement with Greenwich, Hackney, Tower Hamlets and Waltham Forest for the Joint delivery of this agreement.

Nothing herein shall fetter the Councils' discretion or statutory obligations as a regulatory authority and the parties hereby agree that this agreement is not a guarantee that any certificate will be issued if the projects do not comply with statutory requirements

## Appendix A

LABC  
137 LUPUS STREET  
LONDON  
SW1V 3HE

**STRICTLY CONFIDENTIAL**  
**PARTNER AUTHORITY SCHEME**  
**APPLICATION FORM**

Tel: 020 7641 8737 Fax: 020 7641 8739  
E-mail: [Info@labc-services.co.uk](mailto:Info@labc-services.co.uk)

(To be sent to LABC)

*The information provided in this application form is intended to assist LABC ensure the most appropriate Partner Authority is selected to meet the needs of the Partner Company. The application form will be treated with the utmost confidentiality. The completed form should be sent to LABC, 137 Lupus Street, London SW1V 3HE*

**1 Partner Company - (To be completed by Applicant Partner Company)**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Contact Name \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_  
Address (if different from above) \_\_\_\_\_

<b>2</b>	Number of major projects per year	Value of work per year £	Nature of work normally involved in	Geographical area normally operating in

**3 Choice of Partner Authority**

Please give the names of up to three local authorities which would be agreeable to you as a Partner Authority in order of preference

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
If you prefer LABC to suggest a Partner Authority for you, please tick the box.

**4 Signed on behalf of the Partner Company**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**5 Partner Authority – (To be completed by or on behalf of potential Partner Authority)**

Authority: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_  
Address (if different from above) \_\_\_\_\_

**6 Multiple Partner Authority (where already partnering with one or more companies)**

I certify that the \_\_\_\_\_ Region Chairman's Agreement has been obtained.

Signature: \_\_\_\_\_

**7 Signed on behalf of the Partner Authority**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Appendix B

## LOCAL AUTHORITY BUILDING CONTROL

## FULL PLANS

Joint Local Authority Building Control (JLAB)

## SUBMISSION

**This Full Plans Submission notice conforms to the Building Regulations 2000 and may be used to deposit Full Plans with any Local Authority in England and Wales.**

*This form is to be filled in by the person who intends to carry out building work or agent. If the form is unfamiliar, please read the notes which follow or consult your local Building Control office. Please submit completed form to the Building Control Office dealing with your Full Plans Submission application. Information regarding charges may be obtained from your Building Control office.*

1

**Applicant's details** (see note 1)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

2

**Agent's details** (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

3

**Location of building to which work relates**

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

4

**Proposed Work** (see note 5)

Description: \_\_\_\_\_

Is the proposed work or any part of it subject to Partnering or current Type Approval? YES  NO 

5

**Use of building**

1. If new building or extension please state proposed use: \_\_\_\_\_

2. If existing building state present use: \_\_\_\_\_

3. Indicate if the building is a workplace that will be subject to provisions of the

Regulatory Reform (Fire Safety) Order 2005 (see note 6)?

YES NO 

6

**Conditions** (see note 7)Do you consent to the plans being passed subject to conditions where appropriate? YES  NO 

7

**Fees** (the Guidance Note of Charges is available from your local Building Control office). N.B. When fees are based on estimated cost of the work, a written estimate of the total cost of the work shown on the plans must be provided.

Plan fee £ \_\_\_\_\_

+ VAT at 17½% \_\_\_\_\_

Total £ \_\_\_\_\_

Estimate enclosed? \_\_\_\_\_

YES NO 

8

**Additional Information:**

I agree to the extension of time if this is found to be necessary (delete if applicable)

9

**Statement**

This notice is given in relation to the building work as described, is submitted in accordance with Regulation 12(2)(b) and is accompanied by the appropriate fee. I understand that further fees will normally be payable following the first inspection by the local authority.



Name:

Signature:

Date:

---

## Notes

**1** The applicant is the person on whose behalf the work is being carried out, eg the building's owner.

**2** Two copies of this notice should be completed and submitted with plans and particulars in duplicate in accordance with the provisions of Building Regulation 14.

Subject to certain exceptions where Part B (Fire Safety) imposes a requirement in relation to proposed building work, two further copies of plans which demonstrate compliance with the requirements should be deposited.

**3** Subject to certain exceptions a Full Plans Submission attracts charges payable by the person by whom or on whose behalf the work is to be carried out. Most charges are payable in two stages. The first must accompany the deposit of plans and the second is payable after the first site inspection of work in progress. The second charge is a single payment in respect of the relevant work to cover all site visits and consultations which may be necessary until it is satisfactorily completed.

The Charges Schedule 1 sets the plan and inspection charge payable for small domestic buildings. Schedule 2 sets the conditions and charges payable for small alterations and extensions to a dwelling home and the addition of a small garage or carport. Schedule 3 sets the charge payable for all other cases.

The appropriate charge is dependent upon the type of work proposed. Charges scales and methods of calculation are set out in the Guidance Notes on Charges, which is available on request from the council.

**4** Subject to certain provisions of the Public Health Act 1936 owners and occupiers of premises are entitled to have their private foul and surface water drains and sewers connected to the public sewers, where available. Special arrangements apply to trade effluent discharge. Persons wishing to make such connections must give not less than 21 days notice to the appropriate authority.

**5** LABC provides a Partner Authority Scheme and also National Type Approval for a range of building types, building systems and major building elements where they are used repeatedly.

If this proposal is to use the Partnering Scheme please answer YES and provide further details, including name of the Partner Authority, in section 8. If the work proposed or any part of it is subject to a Type Approval certificate, please answer YES and enclose a copy of the appropriate current certificate(s). If there is any variation in this proposal from that shown on the Type Approval plans, attention should be drawn to it in a covering letter. Further information on Type Approval is available from your local Building Control Office or the LABC website [www.labc.uk.com](http://www.labc.uk.com)

**6** The Regulatory Reform (Fire Safety) Order 2005 applies to all premises that are 'workplaces' and imposes a duty on the responsible person to comply with its requirements.

Workplace includes any premises or parts of premises, not being domestic premises, used for the purposes of an employer's undertaking and which are made available to an employee as a place of work.

**7** Section 16 of the Building Act 1984 provides for the passing of plans subject to conditions. The conditions may specify modifications to the deposited plans and/or that further plans shall be deposited.

**8** These notes are for general guidance only. Particulars regarding the deposit of plans are contained in Regulation 14 of the Building Regulations 2000 and, in respect of charges, in the Building (Local Authority Charges) Regulations 1998.

**9** Persons proposing to carry out building work or make a material change of use of a building are reminded that permission may be required under the Town and Country Planning Acts.

**10** Further information and advice concerning the Building Regulations and planning matters may be obtained from your local authority.

Appendix C

**Schedule 3 - Applies to all other work**

Estimate of the total cost of the work	Full Plans process						Building Notice process		
	Plan Charge	VAT	Total	Inspection Charge	VAT	Total	B.N. Charge	VAT	Total
up to £1,000	£162.00	£28.35	£190.35	£0.00			£162.00	£28.35	£190.35
£1,001 to £5,000	£267.35	£46.79	£314.14	£0.00			£267.35	£46.79	£314.14
£5,001 to £6,000	£70.50	£12.34	£82.84	£211.40	£37.00	£248.40	£281.90	£49.33	£331.23
£6,001 to £7,000	£74.15	£12.98	£87.13	£222.35	£38.91	£261.26	£296.50	£51.89	£348.39
£7,001 to £8,000	£77.80	£13.62	£91.42	£233.30	£40.83	£274.13	£311.10	£54.44	£365.54
£8,001 to £9,000	£81.40	£14.25	£95.65	£244.25	£42.74	£286.99	£325.65	£56.99	£382.64
£9,001 to £10,000	£85.00	£14.88	£99.88	£255.35	£44.69	£300.04	£340.35	£59.56	£399.91
£10,001 to £11,000	£88.70	£15.52	£104.22	£266.10	£46.57	£312.67	£354.80	£62.09	£416.89
£11,001 to £12,000	£92.35	£16.16	£108.51	£277.05	£48.48	£325.53	£369.40	£64.65	£434.05
£12,001 to £13,000	£96.00	£16.80	£112.80	£288.00	£50.40	£338.40	£384.00	£67.20	£451.20
£13,001 to £14,000	£99.65	£17.44	£117.09	£298.95	£52.32	£351.27	£398.60	£69.76	£468.36
£14,001 to £15,000	£103.30	£18.08	£121.38	£309.85	£54.22	£364.07	£413.15	£72.30	£485.45
£15,001 to £16,000	£106.95	£18.72	£125.67	£320.80	£56.14	£376.94	£427.75	£74.86	£502.61
£16,001 to £17,000	£110.60	£19.36	£129.96	£331.70	£58.05	£389.75	£442.30	£77.40	£519.70
£17,001 to £18,000	£114.25	£19.99	£134.24	£342.65	£59.96	£402.61	£456.90	£79.96	£536.86
£18,001 to £19,000	£117.90	£20.63	£138.53	£353.60	£61.88	£415.48	£471.50	£82.51	£554.01
£19,001 to £20,000	£121.50	£21.26	£142.76	£364.60	£63.81	£428.41	£486.10	£85.07	£571.17
£20,001 to £21,000	£124.75	£21.83	£146.58	£374.25	£65.49	£439.74	£499.00	£87.33	£586.33
£21,001 to £22,000	£128.00	£22.40	£150.40	£384.00	£67.20	£451.20	£512.00	£89.60	£601.60
£22,001 to £23,000	£131.25	£22.97	£154.22	£393.70	£68.90	£462.60	£524.95	£91.87	£616.82
£23,001 to £24,000	£134.50	£23.54	£158.04	£403.40	£70.60	£474.00	£537.90	£94.13	£632.03
£24,001 to £25,000	£137.75	£24.11	£161.86	£413.10	£72.29	£485.39	£550.85	£96.40	£647.25
£25,001 to £26,000	£141.00	£24.68	£165.68	£422.80	£73.99	£496.79	£563.80	£98.67	£662.47
£26,001 to £27,000	£144.20	£25.24	£169.44	£432.60	£75.71	£508.31	£576.80	£100.94	£677.74
£27,001 to £28,000	£147.45	£25.80	£173.25	£442.30	£77.40	£519.70	£589.75	£103.21	£692.96
£28,001 to £29,000	£150.70	£26.37	£177.07	£452.00	£79.10	£531.10	£602.70	£105.47	£708.17
£29,001 to £30,000	£153.95	£26.94	£180.89	£461.75	£80.81	£542.56	£615.70	£107.75	£723.45
£30,001 to £31,000	£157.15	£27.50	£184.65	£471.45	£82.50	£553.95	£628.60	£110.01	£738.61
£31,001 to £32,000	£160.40	£28.07	£188.47	£481.20	£84.21	£565.41	£641.60	£112.28	£753.88
£32,001 to £33,000	£163.65	£28.64	£192.29	£490.85	£85.90	£576.75	£654.50	£114.54	£769.04
£33,001 to £34,000	£166.90	£29.21	£196.11	£500.60	£87.61	£588.21	£667.50	£116.81	£784.31
£34,001 to £35,000	£170.15	£29.78	£199.93	£510.35	£89.31	£599.66	£680.50	£119.09	£799.59
£35,001 to £36,000	£173.40	£30.35	£203.75	£520.05	£91.01	£611.06	£693.45	£121.35	£814.80
£36,001 to £37,000	£176.60	£30.91	£207.51	£529.80	£92.72	£622.52	£706.40	£123.62	£830.02
£37,001 to £38,000	£179.85	£31.47	£211.32	£539.55	£94.42	£633.97	£719.40	£125.90	£845.30
£38,001 to £39,000	£183.10	£32.04	£215.14	£549.25	£96.12	£645.37	£732.35	£128.16	£860.51
£39,001 to £40,000	£186.35	£32.61	£218.96	£558.95	£97.82	£656.77	£745.30	£130.43	£875.73
£40,001 to £41,000	£189.55	£33.17	£222.72	£568.70	£99.52	£668.22	£758.25	£132.69	£890.94
£41,001 to £42,000	£192.80	£33.74	£226.54	£578.40	£101.22	£679.62	£771.20	£134.96	£906.16
£42,001 to £43,000	£196.05	£34.31	£230.36	£588.15	£102.93	£691.08	£784.20	£137.24	£921.44
£43,001 to £44,000	£199.30	£34.88	£234.18	£597.85	£104.62	£702.47	£797.15	£139.50	£936.65
£44,001 to £45,000	£202.55	£35.45	£238.00	£607.55	£106.32	£713.87	£810.10	£141.77	£951.87
£45,001 to £46,000	£205.75	£36.01	£241.76	£617.25	£108.02	£725.27	£823.00	£144.03	£967.03
£46,001 to £47,000	£209.00	£36.58	£245.58	£627.00	£109.73	£736.73	£836.00	£146.30	£982.30
£47,001 to £48,000	£212.25	£37.14	£249.39	£636.75	£111.43	£748.18	£849.00	£148.58	£997.58
£48,001 to £49,000	£215.50	£37.71	£253.21	£646.45	£113.13	£759.58	£861.95	£150.84	£1,012.79
£49,001 to £50,000	£218.75	£38.28	£257.03	£656.25	£114.84	£771.09	£875.00	£153.13	£1,028.13
From <b>£50,001 to £100,000</b>	<b>£218.75</b> add V.A.T. at 17.5%			<b>£656.25</b> add V.A.T. at 17.5%			<b>£875.00</b> add V.A.T. at 17.5%		
ADD for every £1000 (or part thereof) over £50000									
The sum of	<b>£2.72</b>			<b>£8.16</b>			<b>£10.88</b>		
From <b>£100,001 to £1,000,000</b>	<b>£354.75</b> add V.A.T. at 17.5%			<b>£1,064.25</b> add V.A.T. at 17.5%			<b>£1,419.00</b> add V.A.T. at 17.5%		
ADD for every £1000 (or part thereof) over £100000									
The sum of	<b>£0.65</b>			<b>£1.95</b>			<b>£2.60</b>		
From <b>£1,000,001 to £25,000,000</b>	<b>£939.75</b> add V.A.T. at 17.5%			<b>£2,819.25</b> add V.A.T. at 17.5%			<b>£3,759.00</b> add V.A.T. at 17.5%		
ADD for every £1000 (or part thereof) over £1000000									
The sum of	<b>£0.63</b>			<b>£1.89</b>			<b>£2.52</b>		
Over <b>£25,000,000</b>	<b>£16,059.75</b> add V.A.T. at 17.5%			<b>£48,179.25</b> add V.A.T. at 17.5%			<b>£64,239.00</b> add V.A.T. at 17.5%		
ADD for every £1000 (or part thereof) over £25,000,000									
	<b>£0.55</b>			<b>£1.65</b>			<b>£2.20</b>		

**SECOND SCHEDULE**  
**THE PROTOCOL**  
**STAFF HANDBOOK**

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## 1. Introduction

For the JLAB to operate smoothly and with a seamless service to the ODA and other clients it is important that a standardised set of working standards is adopted.

These policies, procedures and standards of working at the JLAB are designed to compliment each Party's (Borough's) staff agreements.

## 2. Work Areas

All work areas, unless otherwise stated, are hot desks which can be used by any staff member. Staff are to:

- Apply and maintain a clear desk policy. Desks should be entirely clear and free from any personal effects, mascots, plants, photographs, dried flower arrangements, cuddly toys etc.
- All furniture, fittings, cabinets and equipment remain the property of JLAB/Newham and are free to be shared by all staff. They should not be marked or personalised in any way.
- No posters, personal plans or other such documents are to be hung or stuck to desks, furniture and fittings, walls or privacy screens or partitions.
- Window ledges should be clear at all times, i.e. not to be used for storage or display materials.
- Eating and drinking is restricted to rest areas during authorised breaks or where directed.
- Access and exit routes must be maintained and be free of obstruction for the safety of staff and Workplace clients.

## 3. Operating Hours

**JLAB will operate between the hours of [ ]am till [ ]pm.**

JLAB staff will work core hours between [ ]am and [ ]pm and operate on a flexi basis as required. The purpose of the difference between operational and working hours is to ensure that clients receive maximum attention from staff and the service available and that staff have an opportunity to participate in staff meetings, training and attend to their own work.

Core time for attendance is [ ]am till [ ]pm. All full time staff are required to be present during this time. Part time staff will have pro-rata core time based on the full time amount and their individual daily contractual hours of attendance.



Individuals wishing to change their core time can seek to do so by consultation with their line manager.

The statutory rights of employees with children under six to request a change of working pattern and the statutory responsibility of employers to consider such requests are recognised by this agreement.

Staff will not be allowed to complete their full time conditional hours in less than 4 days per week.

#### **4. Staff Management**

Day to day staff management will be undertaken by the JLAB Management Team. The JLAB Management Team will address any issues that arise during the day to day functioning of JLAB that require attention, on an informal basis. However, the JLAB Management Team reserve the right to refer any issue to the relevant Party (Borough).

#### **5. Flexible Working Hours**

The purpose of Flexible Working Hours is to provide a more flexible system of attendance for the benefit of staff and clients, to the extent that it can be achieved without adverse effect upon general efficiency or a reduction in service to the public and other customers.

The objective is to enable staff to play their full part at work and at the same time to arrange their working hours so that they get the most from their social and domestic lives.

Any arrangements made for flexible time must support the provision of an efficient service and delivery of JLAB business objectives and at the same time balance the needs of staff. The operation and success of a flexible work agreement depends largely on levels of trust.

#### **6. Attendance and Timekeeping**

Staff are expected to adhere to their contractual hours. They are required to know and comply with start and finish times (please see section 3 for this information), or adhere to flexible working arrangements and operate time recording as required.

If staff are unable to attend work for any reason, they must notify the JLAB Management Team in the first instance and thereafter their respective employing Borough and give reason for their absence

Records will be kept of all absences and passed onto the relevant employer. Authorised absences include annual leave, sick leave, training courses etc.

Absenteeism or persistent lateness is unacceptable and where frequent absences / lateness occurs, the matter will be referred to the staff member's employer for action under their disciplinary procedures.

#### **7. Leave Requirements**

Authority remains with the employing Party (Borough) to approve leave. The employer will need to liaise with the JLAB Management Team to ensure that the period of absence requested does not conflict with service delivery.

## **8. Staff Appraisals**

Meetings to appraise staff shall be held between the JLAB Management Team and a nominated representative from the relevant employer (unless otherwise agreed) and the staff member in question. The meetings shall take place at times, dates and locations agreed by the parties. The functions of the appraisal shall be to see how to improve the staff members individual performance and to help staff gain a better understanding of the bigger picture. Employers are to use their own appraisal documentation for this process and must supply this document to the nominated JLAB Manager beforehand.

Performance reviews will be held on a regular basis. These reviews may be used in conjunction with the Appraisal process.

## **9. Grievance Procedures**

Most day to day differences should normally be resolved through informal discussion between the staff member and the JLAB Management Team. For the most part, most staff issues can be resolved by acknowledging that a matter may have caused displeasure. In such cases talking it through with the Manager is sufficient and no further action may be necessary.

If the staff member is dissatisfied with the outcome of the informal discussion, or where such a discussion would be inappropriate it may be necessary for the staff member to get in contact with their nominated officer at their employer to progress this matter further.

## **10. Office Equipment**

You must not use official JLAB or other service partner equipment for private purposes, other than those specified below.

You may not use official stationery or franking machines for personal correspondence and you should not have personal correspondence addressed to or from the office without your manager's permission.

### **10.1 Telephones**

- Our office telephones, mobile phones and faxes are primarily for business use
- Staff can make reasonable personal calls with the agreement of their manager
- The calls must be reasonable, appropriate and not interfere with normal duties
- Personal calls can be received in an emergency
- In general, personal mobile phones should not be used whilst at work
- Telephone calls may be monitored in certain circumstances.
- Misuse of official telephones may lead to disciplinary action with the appropriate service partner.

## 10.2 Computers and Computer Systems

There are certain rules to be observed regarding computers or computer systems used to access or process the information you need to do your job.

You must not access (or attempt to access) your own or other people's records without authorisation or allow others to gain unauthorised access to computerised systems or information held on computers; or pass on information to anyone not entitled to know.

Breaches of computer security including unauthorised accessing or changing of information on computers and unauthorised disclosure of information held on computers are regarded as serious or gross misconduct that can lead to dismissal and in some instances, prosecution. Allowing others to gain unauthorised access to computerised systems, whether deliberately or through negligence, is also regarded as serious or gross misconduct depending on the circumstances.

Your employer's nominated representative will be contact in any case where there is reasonable doubt about serious or gross misconduct taking place.

It is important that you safeguard access to computers. Specifically, staff must never:

- Tell anyone else their password
- Give anyone else access to their security pass card

Staff must tell their manager immediately if they:

- Suspect that anyone else may have used their security pass card or password
- Access any computer system or information without proper authority, even if by accident; for example, accessing a 'sensitive' record.

Staff are allowed to use Internet and e-mail facilities to support their official duties. Personal use is permitted as long as this is reasonable and within personal time.

All staff are to adhere to their respective employer's policies and procedures with regard to electronic media.

## 11. Client Confidentiality

Information about clients must always remain confidential and must never be disclosed to anyone not entitled to know.

Staff are responsible for ensuring that the person they give information to has that entitlement.

Staff must not disclose confidential client information for private use, whether for business or social reasons.

Staff should not deal with family, friends and acquaintances and must declare if they do so.

All staff will adhere to the Data Protection Act at all times. Failure to do so may lead to disciplinary action by the employer of the member of staff in question.

## 12. Standards of Conduct and Behaviour

Staff are expected to behave politely and reasonably to colleagues and to members of the public and to conduct themselves in a manner that reflects well on JLAB. Acts of violence, threatening behaviour or verbal abuse will not be tolerated.

Staff must not be under the influence of alcohol or unprescribed drugs during working hours to the detriment of their duties or the JLAB image

Staff must behave with honesty and integrity at all times and refrain from pursuing personal matters or private business/voluntary sector interests during their working hours.

Staff must respect confidentiality and must not misuse or falsify information.

All staff are to adhere to their respective employer's policies with regard to Standards of Conduct and Behaviour.

### **13. Dress Code**

All staff are expected to be dressed appropriately and be professional in appearance.

### **14. Whistle Blowing – Staff Duty**

In JLAB you may be the first to discover bad practice or serious wrongdoing at work. If you are concerned about malpractice, be it danger to you or the public, financial malpractice, breach of obligations we owe others or damage to the environment, it is your duty to blow the whistle.

JLAB guarantees that whistle blowers will not experience any victimisation, recrimination, discrimination or disadvantage as a result of raising their concerns. It is the responsibility of JLAB and all staff not to tolerate internal malpractice, ensuring that the good reputation of the JLAB is maintained and the service that we provide is delivered to the highest possible standard

### **15. Smoking Policy**

A new Smoke Free policy came into force on July 1st 2007, which makes it illegal to smoke in the workplace and in public buildings.

This means:

- Smoking will not be permitted in any part of Newham's premises including car parks and outside the entrances/exits to its buildings.
- Staff will no longer be able to take smoking breaks.
- Smoking will no longer be allowed to smoke in work vehicles or whilst travelling with service users.
- Newham has a Smoke Free Policy to protect their staff and it will be requested of residents not smoke prior to and during a visit.

Staff, who persistently breach the Smoke Free Policy, may be liable to disciplinary action.

## **16. Incidents and Accidents on our premises – RIDDOR Reporting**

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 provide that where a member of staff is involved in an accident or an incident, the Health & Safety Executive must be notified when a staff member:

Has been absent for 3 consecutive days (including non-working days); or  
Is unable to carry out their normal duties for more than 3 days; or  
Is hospitalised for 24 hours or more.

**This document is not exhaustive and during the period of the operation of JLAB it may be subject to change. Authority to change the document lies with the Steering Group, subject to approval from the Parties (Boroughs).**

## THIRD SCHEDULE

### FUNCTIONS OF JLAB OFFICER GROUP

To undertake the full Building Regulation function for the Olympic venues and buildings as described in the Proposal irrespective of location while working jointly with others including Licensing, Fire Brigade, Health and Safety and security services. The duties include:

1. Pre-application consultation with the ODA and their design teams, statutory and informal consultees where appropriate.
2. Receiving and validating Building Regulation applications.
3. Reviewing applications in conjunction with partners
4. Working with consultants appointed by any of the Parties including Structural Engineers and Fire Engineers
5. Providing initial comments on the applications
6. Preparing the decision advice notice for the inspecting authority
7. Provide comments on resubmissions.
8. Undertaking site inspections
9. Creating the completion certificate for signing by inspecting authority
10. Undertaking enforcement investigation and evidence preparation on behalf of the inspecting authority
11. To work as part of a team in JLAB dedicated location(s)
12. To work with a line manager who may be employed by a different employer
13. To support the work of SAGOP and
14. Any other reasonable duty

**FOURTH SCHEDULE**  
**ACCOUNTABLE BODY DUTIES**

1. To promote good financial planning and management of the income and expenditure the Parties wish the Fees and expenditure in relation to the Applications to be centrally managed by a single finance team to be provided by Newham.
2. All of the Fees including plan and inspection income, out-of-hours payments and other payments from the ODA shall be held in a special cost centre managed on behalf of the five Parties by Newham who will not own the money any more then the other Parties. Newham will use reasonable endeavours to recover the cost for this service from the ODA.
3. All JLAB related payments will be made from this cost centre including salaries (even if this is by recharge), consultants, accommodation, equipment, IT and finance support charges, training etc.
4. Newham will calculate the time-sheeted activity for all officers using the Profess system if agreed.

The management of the process is very straight forwards and cost effective. It removes the need for multiply cross invoicing and monitoring of multiply payments etc with the associated internal cost.

The parties are to agree reasonable officer rates for the purpose of recovering the officer costs involved with working in JLAB

5. Newham shall provide to each of the other Parties monthly reports to allow proper auditing of the process and payments.
6. The JLAB manager and Newham's lead officer shall regularly review the activity levels of all officers to ensure financial efficiency. The resources used will be proportional to the income available to ensure there will be no deficit to the JLAB cost code.
7. The Steering Group shall review the financial activity / officer input levels in the review meetings [every three months].
8. Newham will be responsible for providing to each of the other Parties such information as they may reasonably require for the purpose of producing their respective annual building control statements.
9. Any surplus of income over expenditure after the Olympics will be distributed amongst the Parties in a ratio of the Fees earned by the venue(s) in each Party's administrative

area as a proportion of the total Fees earned by the venues in the administrative areas of all the Parties



**FIFTH SCHEDULE**  
**DISPUTE RESOLUTION PROCEDURES**

**Dispute Resolution Procedure**

**General**

1. If a Dispute arises and is not resolved pursuant to Clause 13 it shall be referred to and decided by an expert acting as an independent expert but not as an arbitrator.
2. The decision of the expert shall be final and binding upon the parties other than in the case of manifest error.

**Appointment of Expert**

3. If the Parties are unable to agree on the appointment of an expert within 3 Working Days of one party serving notice on the others requesting the appointment of an expert then any Party may apply to the Chairman from time to time of the [Royal Institution of Chartered Surveyors ] or any person acting on his behalf who shall nominate the expert PROVIDED THAT any expert so appointed pursuant to this paragraph shall have had at least 10 years post qualification experience in an advisory capacity in the relevant area in advising both the public and private sectors.
4. The Dispute Resolution Procedure shall apply to any reference to an expert.
5. The costs of the reference to and the appointment of the expert shall be borne equally by the Parties to the Dispute.
4. Each Party shall bear its own costs of preparing and submitting evidence to the expert SAVE THAT the expert shall have the power to determine how costs are to be awarded.

**Expert**

5. The expert shall conduct the reference and make his decision in accordance with the procedural rules in this Schedule.

**Procedural Rules**

**Commencement**

8. Any Party may commence a reference under these rules by serving a notice in writing upon the expert. Such notice shall be served upon the other Parties to the Dispute at the same time.
9. A notice served under paragraph 8 shall include:
  - 9.1 A concise summary of the nature and background of the Dispute and the issues arising
  - 9.2 A statement of the relief claimed;
  - 9.3 A statement of any matters which the Parties have already agreed in relation to the Dispute; and
  - 9.4 Copies of all documents which have an important and direct bearing on the issues on which the claimant intends to rely (or a list of such documents if they are already in the possession of the recipient).

**Procedure**

10. Subject to these procedural rules the expert shall have the widest discretion permitted by law to determine the procedure for his reaching a decision and to ensure the just, expeditious and economical determination of the Dispute after such investigation as the expert may think fit provided that the expert shall act impartially and shall adopt all and any procedures agreed by the Parties to be appropriate for determination of a Dispute.
11. All parties shall have the right to make representations to the expert, but the expert shall decide whether those representations shall be oral or whether he will determine the Dispute on a document-only basis.

12. The expert shall have full discretion as to the procedure to be followed, including (but not limited to):
  - 12.1 The date, time and place of any meetings, hearing or inspections which he deems appropriate, and shall give the Parties reasonable notice thereof;
  - 12.2 Requiring any of the Parties to respond to questions;
  - 12.3 Limiting the appearance of and questioning of any witnesses, whether witnesses of fact or expert witnesses which any Party may wish to call;
  - 12.4 Continuing with the reference in default of a Party failing to meet its obligation of compliance with these procedural rules;
  - 12.5 Making observations or taking the initiative in ascertaining the facts and law; and
  - 12.6 Order production of any documents in a Party's possession, custody or power.

### **Expert's Decision**

13. The expert shall make his decision as soon as possible but in any event within 14 days (subject to an extension of 7 days at the request or with the agreement of the Party who referred the Dispute) of the date of reference of the Dispute. No Party nor the expert shall have the authority to extend the time for the expert's decision beyond 28 days from the date of reference of the Dispute.
14. The expert shall make his decision in writing and shall give reasons for the decision.
15. The expert may allow interest on any sum, which is the subject of a decision at such rates as the expert determines to be appropriate.
16. If the expert fails to give his decision in accordance with the time limit specified in these procedural rules his appointment shall automatically determine and any Party may appoint another expert in accordance with these procedural rules. No

## PARTNERSHIP AGREEMENT

decision of an expert so removed, which is notified to the Parties after the determination of his appointment pursuant to this paragraph 16 shall have any effect.

17. The expert may in his decision apportion the burden of his fee and reasonable expenses between the Parties. In the absence of any apportionment such expenses shall be borne by the Parties to the Dispute in equal shares.
18. If the expert's appointment is determined pursuant to Paragraph 16 of these procedural rules no fees or expenses shall be due or payable to the expert regardless of whether the expert notifies the Parties of any purported decision.

### **Exclusion of Liability**

19. The expert shall not be liable for any act or omission in connection with any reference other than in the event of conscious and deliberate wrongdoing.

### **Notices**

20. All notices required by these rules shall be in writing and in accordance with the provisions of Clause 14.2 of this Agreement.

**SIXTH SCHEDULE****CONFIDENTIALITY UNDERTAKING (CORPORATE)**

**Please read the following undertaking carefully. The Company is requested to confirm its agreement to this undertaking by executing this undertaking as a deed. Please note that the Company will not be allowed access to the London 2012 website or premises or provided with information unless the Company has confirmed its agreement to this undertaking.**

To each of the London Organising Committee of the Olympic Games and Paralympic Games Limited ("**LOCOG**") and the Olympic Delivery Authority (the "**ODA**") together and severally (as appropriate) referred to as "**London 2012**".

<b>COMPANY DETAILS</b>	
Full name of organisation ( <i>please print</i> ) (" <b>Company</b> ")	Mayor and Burgess of the London Borough of [name of Borough to be inserted]
Company or other identification number	
Registered address	[LBC's address to be inserted]
<b>DETAILS OF PROJECT</b>	
Project	Building Control Services for building and other structures to be constructed for the purposes of delivering the games.
Contract Reference	
Services/Works/Goods	Building Control Services

In this agreement:

"**Confidential Information**" means any information relating in any way to the Games (including without limitation relating to the involvement in the Games of London 2012's sponsors, stakeholders, agents, employees, contractors, consultants, suppliers, the International Olympic Committee the British Olympic Association, the British Paralympic Association, or any other official Olympic or Paralympic body) ("**Partners**") in whatever form (including, without limitation, in written, oral, visual or electronic form or on tape or disk) supplied to the Company by or on behalf of London 2012 in connection with the Project or received or created by the Company as a result of its involvement with the Games that would be regarded as confidential by a reasonable business person (whether or not, such information is identified or treated by London 2012 as confidential); and

"**Games**" means the games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London.

By executing this agreement as a deed and in consideration of London 2012 providing Confidential Information to the Company, the sufficiency of which the Company acknowledges, the Company hereby agrees and undertakes to each of LOCOG and the ODA that:

## PARTNERSHIP AGREEMENT

- 1 In the course of its work with London 2012, the Company will come into the possession of Confidential Information and the Company agrees to enter into this agreement in addition to and separate from any other obligation that it may have to London 2012, the ODA or LOCOG:.
- 2 While the Company is performing duties for London 2012 and for as long as the Confidential Information remains confidential to London 2012 or to any third party to whom London 2012 owes a duty of confidentiality the Company will take all proper and all reasonable measures:
  - (a) to not directly or indirectly (whether through any person, firm, company or other entity) for any purpose other than for its work with London 2012: (i) except as expressly permitted, disclose any Confidential Information to any third party; or (ii) make any statement to, or communicate with, the media in respect of Confidential Information or in any way publish the same; or (iii) misuse any Confidential Information;
  - (b) to keep all Confidential Information secure and in particular ensure that no Confidential Information that constitutes personal data (as defined in the Data Protection Act 1998) (the "**Act**") is transferred to any country outside the European Economic Area in breach of the Act; and
  - (c) to limit access to Confidential Information to those of its employees, advisers, subcontractors and any counterparties who necessarily require the same for the purposes of the Project and inform each person to whom Confidential Information is disclosed of the restrictions contained in this agreement as to use and disclosure of such Confidential Information.
- 3 The Company shall not be restrained from using or disclosing any Confidential Information which it is authorised to use or disclose by LOCOG's General Counsel or the ODA's Chief Executive; or which it is required or authorised to disclose by law provided that the disclosure is made in good faith and in an appropriate way to an appropriate person having regard to the provisions of the relevant legislation or law.
- 4 The Company will destroy or return to London 2012 on demand any document containing Confidential Information and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it owned by the Company or under the Company's control.
- 5 In the event that London 2012 investigates any breach of this agreement, the Company accepts that London 2012 has the right to suspend the provision by the Company of its works, goods and/or services indefinitely.
- 6 The Company shall comply with any reasonable instructions issued by London 2012, in London 2012's absolute discretion, in relation to the storage, viewing, copying and/or destruction of Confidential Information.
- 7 The Company shall by this agreement have no right to use any trade marks, trade names, logos or other intellectual property rights of London 2012 (including the names "London 2012", "LOCOG" and "ODA") and shall not represent that any product, works or services provided has been endorsed or approved by London 2012 or any of the Partners, or that the Company, its products, works and/or services are in any way associated with those organisations or the Olympic Games and/or Paralympic Games, including by publishing or issuing any statement (factual or otherwise) about the Company's provision of products, works and/or services to London 2012 otherwise than in accordance with the branding guidelines set out from time to time on the london2012.com website or (if applicable) in accordance with any agreement on confidentiality and publicity that the Company may have with LOCOG or the ODA.

PARTNERSHIP AGREEMENT

- 8 Any breach of this agreement could cause injury to London 2012 for which monetary damages may not be an adequate remedy. In the event of a breach or threatened or possible breach by the Company, the Company accepts that London 2012 shall be entitled to seek injunctive relief in any court of competent jurisdiction. Nothing contained in this agreement shall be interpreted as prohibiting London 2012 from pursuing any other remedies available to London 2012 for such a breach.
- 9 Rights under this agreement expressed to be favour of London 2012 apply to LOCOG and the ODA collectively and to each of them individually.
- 10 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the intention of the parties.
- 11 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

To confirm the Company's agreement to the terms set out above, please ensure execution of this agreement by the Company and return this agreement to London 2012.

THE COMMON SEAL OF  
THE MAYOR AND BURGESS OF  
THE LONDON BOROUGH OF [ ]  
was hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HACKNEY**  
was hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF NEWHAM**  
was hereunto affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF  
GREENWICH** was hereunto affixed in  
the presence of:

Authorised Signatory

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF TOWER  
HAMLETS** was hereunto affixed in the  
presence of:

Authorised Signatory



PARTNERSHIP AGREEMENT

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF WALTHAM  
FOREST** was hereunto affixed in the  
presence of:

Authorised Signatory

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# Agenda Item 8.1

<b>CABINET</b>	Date	Classification	Report No.	Agenda Item
	7 <sup>th</sup> May 2008	Unrestricted		
Report of :  Corporate Director of Development & Renewal  Originating officer(s): Jackie Odunoye,		Title :  <b>DISPOSAL OF COVENTRY CROSS ESTATE TO POPLAR HARCA</b>  Wards Affected: Bromley-By-Bow		

## 1 SUMMARY

- 1.1 This report sets out the proposed terms for the transfer of Coventry Cross Estate to Poplar HARCA.

## 2 RECOMMENDATIONS

Cabinet is recommended to: -

- 2.1 Subject to the appropriate consents to dispose of the Coventry Cross Estate to Poplar HARCA being sought and granted by the First Secretary of State ("the Secretary of State") and the Housing Corporation:
- (a) Agree the disposal of land on the Coventry Cross Estate within the boundaries identified on the appended plans at nil value, subject to any further negotiation with the Communities and Local Government (CLG) and Poplar HARCA on the terms set out in Sections 4, 5, 6 and 7 of the report.
  - (b) Note the approach to the preserving of valuable open space as set out in Section 8 of the report.
  - (c) Note that there will be retained rights of way as set out in paragraph 9 of the report.

Continued over-

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### Local Government Act 1972 (as amended) Section 100D List of "Background Papers" used in the preparation of this Report

Brief description of "back ground papers"

Housing Choice Files

Name and telephone number of holder and address where open to inspection.

[Liz Ormston ext. 7075]

- 2.2 Note that the recommendations set out above and discussed in the body of this report are yet to be agreed fully by Poplar HARCA.
- 2.3 Authorise the Corporate Director of Development & Renewal after consultation with the Corporate Director of Resources and appropriate Lead Member to negotiate the precise terms and any outstanding issues relating to the disposal of the Coventry Cross Estate to Poplar HARCA as a consequence of 2.2 above.

**3 BACKGROUND**

- 3.1 Tenants of the Coventry Cross Estate voted in favour of transfer to Poplar HARCA in December 2007.
- 3.2 The transfer will enable the delivery of regeneration programme of up to £9 million across the Coventry Cross Estate in the 5 years following the transfer.
- 3.3 At its meeting on 1 September 2004, Cabinet agreed a policy framework for the negotiation of the terms of Housing Choice transfers to registered social landlords (RSLs). This report proposes terms for transfer within the agreed policy framework unless specifically stated otherwise. This report also sets out details of the land to be included in the transfer.
- 3.4 The ballot results for the Coventry Cross Estate were as follows:

Tenants:

Rate of participation.....		79.8%
Number voting YES .....	49	(65.3% of the valid vote)
Number voting NO .....	26	(34.7% of the valid vote)
<b>TOTAL</b>	<u>75</u>	(100% of the valid vote)

Leaseholders

Rate of participation.....		32.1%
Number voting YES .....	2	(7.7% of the valid vote)
Number voting NO .....	24	(92.3% of the valid vote)
<b>TOTAL.....</b>	<u>26</u>	(100% of the valid vote)

- 3.5 It is the outcome of the tenants' ballot that determines whether the Secretary of State will grant consent to the proposed transfer. The Secretary of State, when considering an application for consent, will take account of whether the majority of secure tenants affected by the proposed transfer are not opposed to it. The result of the tenants' ballot provides evidence of this. Consent is required to dispose of the land in the terms set out in this report according to Section 32 Housing Act 1985 (disposal of land held for housing purposes), Section 233 Town and Country Planning Act 1970 (for disposal of land appropriated for planning purposes being disposed of at less than market value) and Section 123 Local Government Act 1972 (disposal of open space/amenity land).
- 3.6 The formal consultation document and the Leaseholder Notice were sent to residents on 29 October 2007. During this statutory 28 day consultation period, 15 consultation response cards were received of which 11 were in favour of the proposed regeneration proposals and the transfer to Poplar HARCA. 3 respondents were against the proposals and 1 was undecided.
- 3.7 In order to proceed with the transfer, the Council requires the consent of the First Secretary of State ("the Secretary of State").
- 3.8 The transfer is likely to take place in the summer. Subject to S27 consent, this will be after Tower Hamlets Homes goes live. The estate will therefore be managed by Tower Hamlets Homes on an interim basis up until transfer to Poplar HARCA.

#### 4 LAND FOR DISPOSAL

- 4.1 The Coventry Cross Estate comprises 157 homes with a tenure profile of 94 properties for rent and 63 long leaseholders. A schedule of the residential properties is set out below: -.

<b>Address</b>	<b>Total Dwellings</b>	<b>Tenants</b>	<b>RTB</b>
Brimsgate House	63	29	34
Newmill House	54	41	13
Stanborough House	28	15	13
Stanstead House	12	9	3
<b>Total</b>	<b>157</b>	<b>94</b>	<b>63</b>

- 4.2 Of the rented homes, 7 are currently being used by Homeless Services as temporary accommodation.

The land proposed for disposal comprises -

- (i) Tenanted, empty and leasehold homes.(See table above)
- (ii) Garages, parking spaces, pram sheds and other ancillary buildings

- (iii) Car park area in Empson Street part of the public highway, immediately south of Newmill House.

- 4.3 Plans indicating all of the land to be transferred are appended to this report.
- 4.4 It is proposed to transfer all of the land to Poplar HARCA at nil value. This is based upon the Council's valuation according to the CLG Tenant Market Valuation model, which assesses the investment required to provide a 30-year life for the housing stock. Based on these guidelines the Coventry Cross Estate has a negative value of -£3.8 million. This figure may change subject to a final review with the CLG. Poplar HARCA will enter into a Gap Funding agreement for the amount of gap funding agreed directly with the CLG.
- 4.5 CLG will also make an overhanging debt payment to the Council, plus early redemption payments. This will be calculated using a CLG formula based on a proportionate percentage of the Council's attributable housing debt.

## **5. COMMERCIAL PREMISES**

- 5.1 The following commercial premises are within the transfer area. All are integral to Housing blocks: -

Duke of Wellington Public House, St Leonards St  
76 St Leonards Street  
78 St Leonards Street  
80 St Leonards Street  
82 St Leonards Street  
84 St Leonards Street  
86/88 St Leonards Street

- 5.2 The Policy Framework provides for the inclusion of integral commercial premises in the transfer in line with the latest CLG guidance. The rental income has been factored into the Tenant Market Valuation (TMV).

## **6 OUTLINE OF THE REGENERATION PROPOSALS**

- 6.1 The full extent of the regeneration proposals will depend upon the inclusion of the small car park in Empson Street, marked hatched on Appendix 1a. Poplar HARCA has committed through the offer document to undertake a full refurbishment to the Coventry Cross Estate. However, the inclusion of the car park area will enable more comprehensive change, including the demolition of Stanstead House, the re-provision of the affordable homes for rent, the creation of additional family homes and increased number of homes of mixed tenure on the estate overall.
- 6.2 Poplar HARCA are currently reviewing their proposals for building new homes on the estate to ensure that they comply with latest planning policy. It is therefore proposed

that the transfer of the car park is subject to Poplar HARCA being granted planning permission for its redevelopment on the site.

## **7 TERMS OF THE TRANSFER**

- 7.1 The stock will be transferred subject to existing secure tenancies. Poplar HARCA has made legally binding promises to the tenants to ensure that as far as possible they will enjoy the same rights with Poplar HARCA as they have with the Council. Poplar HARCA will also be required to keep all the promises made to transferring tenants regarding the works proposed during the consultation process.
- 7.2 The following issues will be negotiated with Poplar HARCA in accordance with the policy framework: -
- 7.2.1 TUPE transfer of staff from the managing organisation at the date of transfer both direct where a legal right has been identified and through direct recruitment through indirect pools.
  - 7.2.2 Broadly comparable pension arrangements must be provided. Poplar HARCA are not applying for admitted body status as they already are members of two Pension schemes that are broadly comparable to the Council's Pension Scheme. These schemes satisfy the requirements of TUPE.
  - 7.2.3 Current tenant arrears to be purchased by Poplar HARCA with the Council retaining responsibility for former tenants arrears and leaseholder service charge arrears.
  - 7.2.4 Poplar HARCA to continue to provide temporary accommodation to the Council by leasing back those properties occupied as temporary accommodation at the date of transfer to the Council if this is required.
  - 7.2.5 A sharing agreement for Preserved Right to Buy receipts to take effect five years from the date of transfer in compliance with CLG guidance to minimise gap funding requirements.
  - 7.2.6 Poplar HARCA may extend agreements to purchase services from the Council, subject to the efficiency and effectiveness of the services provided. In each case the price will be calculated to cover the cost of providing the service, including all overheads.
  - 7.2.7 Poplar HARCA to participate in the Local Labour in Construction Scheme.
  - 7.2.8 Poplar HARCA to remain a full partner of the Common Housing Register.
  - 7.2.9 Council and Poplar HARCA to enter into a development agreement and VAT shelter approved by Customs and Excise, to enable the RSL to recover the cost of VAT for refurbishment work.

7.2.10 The provision of a claw back arrangement to provide specific arrangements with Poplar HARCA to share any unanticipated surpluses arising from later development on land forming part of the transfer.

7.2.11 A partnership agreement between the Council and Poplar HARCA, which will require the RSL to work with the Council on joint objectives such as Neighbourhood Management, tackling ASB and implementing key housing strategies such as the Homelessness Strategy.

7.3 The Council will be required to give business and environmental warranties covering information about the homes, tenants and leaseholders and staff to be transferred. The business warranties should be straightforward and in a similar form to those granted in previous transfers.

7.4 A specialist desktop environmental survey has been undertaken. This has concluded that the risks associated with contamination on the Coventry Cross Estate are assessed to be low.

7.5 This means that it should be possible for the Council to take out insurance against the risks of granting environmental warranties to Poplar HARCA. This is the same approach as taken for the Housing Choice transfers to date and will be subject to Poplar HARCA paying the insurance premium. Any sites located within the transfer area that are currently included in the Council's Strategy for identifying contaminated land are being assessed for any specific insurance issues that may arise.

7.6 It has been agreed in principle with CLG that the cost of insurance can be factored into the TMV valuations of the Housing Choice programme. This is being factored into all negotiations on gap funding.

## **8 OPEN SPACE**

8.1 Under the provisions of the Local Government Act 1972, a local authority can only dispose of "Open Space" where it has advertised the disposal for two consecutive weeks in a newspaper circulating in the local area and considered any objections to the proposed disposal which may be made to them. The advert invites inspection from anyone who perceives them selves to be affected and gives them the opportunity to comment.

8.2 'Open Space' is defined in the Local Government Act 1972 and the Town and Country Planning Act 1990 as land "laid out to public gardens or land used by the public for recreation". Use for recreation covers any use, whether formal or informal.

8.3 In practice, housing open space should include land that is being managed and used for play areas, ball games areas, grassed and other planted areas. These should include grassed areas, shrub beds, hedgerows, rose beds, communal hard areas and playgrounds.

8.4 An advert was placed in East End Life on Monday 25<sup>th</sup> Feb 2008 and Monday 3<sup>rd</sup> March 2008. This informed readers that the plans identifying the Housing amenity land to be disposed of were on deposit at the Housing Department Offices at Jack Dash House, Lawn House Close, London E14 9YQ and advised persons who wished to make written observations to send their comments to this address. The closing date for comments was noon 31<sup>st</sup> March 2008.



- 8.5 By the closing date, no comments had been received.
- 8.6 The formal offer documents to tenants on Coventry Cross Estate sets out that Poplar HARCA would be carrying out post-transfer consultation on the development of new homes on the estate, especially around the Stanstead & Newmill Houses. Redevelopment will be achieved without any net loss of open space, albeit some may be relocated.
- 8.7 Discussions are ongoing with Cultural Services as to the amount of valuable open space that will need to be protected. Appropriate covenants will be incorporated in the transfer contract that will require Poplar HARCA to obtain the Council's consent to develop any open space subject to such covenants.

## **9 RIGHTS OF WAY**

- 9.1 The transfer will incorporate all non-adopted estate roads within the estate boundaries in line with the Policy Framework. This means that all future repairing responsibilities will rest with Poplar HARCA.
- 9.2 There is no requirement to ensure that the Council secures preserved rights of way in perpetuity over these roads after transfer. Due to the provisions of the Land Registration Act 2002, where rights of way are required over the transferred land, the retained land of the Council which is to benefit from such rights of way will need to be specifically identified in order for such rights to be registered.
- 9.3 The construction of new homes may encroach upon the existing pedestrian rights of way of RTB leaseholders. Section 237 (1) of The Town and Country Planning Act 1990 allows for such private rights to be overridden where development is carried out in accordance with a planning permission. However this will only apply if the Council disposes of the land for planning purposes. To do this the Council must appropriate the housing land to planning purposes before disposing of it under S233 of the 1990 Act.
- 9.4 Poplar HARCA has therefore requested that the land marked hatched on the appended plan, which may be subject to leaseholders' rights of way (Appendix 1b) be appropriated for planning purposes in accordance with the provisions of Section 122 of the Local Government Act 1972. Again, an advert to this effect is required.
- 9.5 As with the disposal of open space, an advert was placed in East End Life on Monday 25 Feb 2008 and Monday 3 March 2008. The closing date for comments was Monday 31 March 2008. By the closing date, no comments had been received.

## **10 COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 10.1 In broad terms, the revenue consequence of the transfers will be a reduction in income such as rents and service charges but also a reduction in expenditure such as that incurred on repairs and housing management.
- 10.2 The Council will be expected to repay a proportionate amount of its loan debt on transfer but financial assistance will be provided by the DCLG through the arrangements for one off payments to meet overhanging debt. This will be on the

same basis as previous transfers. It is anticipated that the DCLG will issue a special housing subsidy determination to reflect the reduction in outstanding debt.

- 10.3 With reference to the issue of capital receipts from future right to buy sales, in compliance with DCLG guidance, Poplar HARCA will keep 100% of receipts for five years in order to maintain its viability, prior to full sharing with the Council.

## **11 CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 11.1 The Transfer of an estate with secure tenants in place can only take place with the Consent of the Secretary of State under the Housing Act 1985, following a positive ballot (the results of which are set out in Para 3.4). This consent has not yet been given and the transfer is lawful only if the Consent is issued. When deciding whether or not to grant consent, the CLG will have regard to whether the Council has adequately consulted with any secure tenants under the requirements of Schedule 3 of the Housing Act 1985.
- 11.2 It is expected that such Consent will include consents under s32 Housing Act 1985 (to dispose of Housing land) and section 25 Local Government Act 1988 (to give resources to a RSL for nominal consideration).
- 11.3 Sections 122 (2A) and 123 (2A) of the Local Government Act 1972 require disposal and appropriation of "open space" to be advertised in a local newspaper in two successive weeks. Open Space is defined as "land laid out as a public garden or used for public recreation." Informal use counts as much as formal designated use. As explained at paragraph 8.5 above all observations and comments received in response should be considered by Cabinet before determining whether to authorise disposal of Open Space. There is no presumption for or against disposal. Members should consider the overall best interests of the Borough as a whole.
- 11.4 It is proposed that the Council will give warranties (including environmental warranties) to Poplar HARCA about the information supplied to Poplar HARCA concerning the land. This is necessary to protect Poplar HARCA and is normal practice in such cases and has been done on many past transfers although such warranties could involve the Council in potential cost if the information was very seriously incorrect. To protect the Council an insurance policy paid for by Poplar HARCA will cover the Council against any future claims in respect of the environmental warranties for the next 10 years. The Council still retains risk for up to eight years after that, although the possibility of any claims against the environmental warranties are likely to become apparent in the early years during the redevelopment of the estates.
- 11.5 The TUPE transfer of staff arises under legislation and cannot be avoided in appropriate cases. The other proposals in the report are standard terms in such schemes and are appropriate to give effect to the Transfer. Whilst the RSL is not legally obliged to accept the Council's proposals on indirect TUPE the Council will require agreement to these proposals as part of the general commercial package.
- 11.6 Some of the proposals set out in this report will be subject to further negotiations with Poplar HARCA. It is therefore appropriate and advisable that authority to negotiate on precise terms of the above proposals and on outstanding issues is delegated to the Corporate Director of Development & Renewal after consultation with the Corporate Director of Resources.

## **12 EQUAL OPPORTUNITIES AND ANTI-POVERTY IMPLICATIONS**

- 12.1 Poplar HARCA has adopted an Equal Opportunities Policy and will implement procedures that reflect the needs and experiences of the community it will serve.
- 12.2 The improvements to the estate through transfer will provide a better quality of life for residents. The proposed stock transfer to Poplar HARCA is to enable resources to be secured to improve housing conditions. Better housing, more say for residents in the management of their homes and measures to promote community development and economic regeneration are central to Poplar HARCA and these factors are key to reducing poverty in the transfer areas.

## **13 SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

- 13.1 The backlog of investment required to the Council's Housing Stock and lack of resources means that much of the Housing stock suffers from poor thermal efficiency resulting in higher than necessary fuel usage. Only if sufficient resources are identified will it be possible to introduce improvements. Housing Choice currently offers the best opportunity for delivery.

## **14 EFFICIENCY STATEMENT**

- 14.1 The transfer of stock to Poplar HARCA enables £9m of external funding to be invested in the regeneration of the estate and the achievement of the decent homes standard.
- 14.2 Stock transfers are based on the Authority undertaking a rigorous valuation according to DCLG Tenant Market Valuation model and Poplar HARCA preparing a detailed business plan. Transfers require the Secretary of State's consent and in considering an application takes into account "the estimated Exchequer and public expenditure costs represent value for money".

## **15 RISK MANAGEMENT IMPLICATIONS**

- 15.1 The key risks arising from this report are: -

Risk	Mitigating Actions
Failure to complete the transfer	<ul style="list-style-type: none"><li>• Transfer policy framework in place</li><li>• Project Plan to ensure all transfer requirements are addressed</li><li>• Delegated authority sought to agree outstanding issues.</li></ul>
Failure to deliver the promises made to residents	<ul style="list-style-type: none"><li>• Covenants put in place</li><li>• Partnership agreement put in place</li><li>• Monitoring and reporting arrangements put in place.</li></ul>

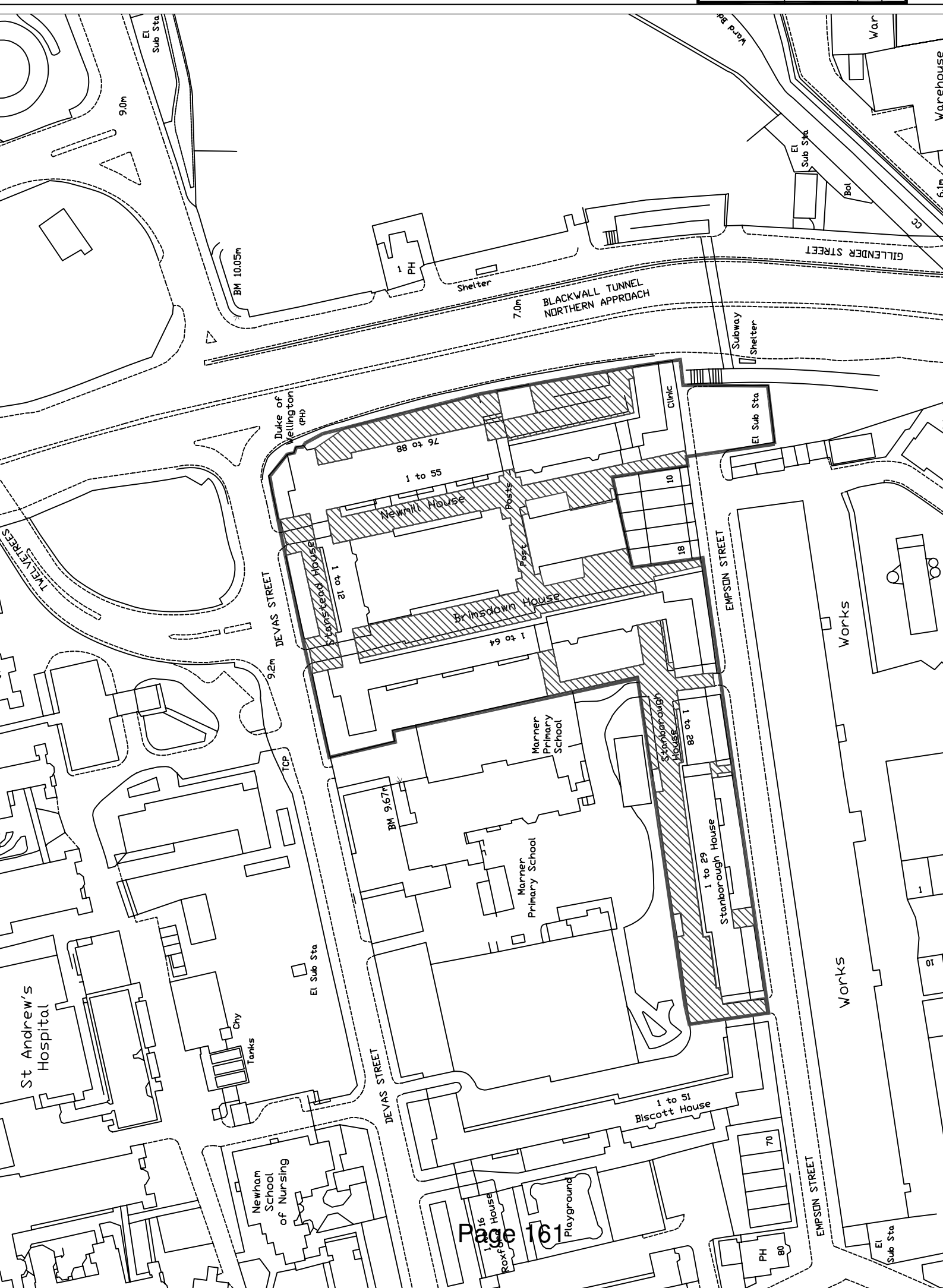
## **APPENDICES**

Appendix 1 Plans of Coventry Cross Estate

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# Agenda Item 9.1

<b>Committee:</b> Cabinet	<b>Date:</b> 7 <sup>th</sup> May 2008	<b>Classification:</b> Unrestricted	<b>Report No:</b>	<b>Agenda Item:</b>
<b>Report of:</b> Corporate Director: Emma Peters <b>Originating officer(s)</b> Mark Hutton – Team Leader, Development Design and Conservation		<b>Title:</b> Conservation Area Selection Criteria, areas which match those criteria and public consultation.  <b>Wards Affected:</b> All		

## 1. **SUMMARY**

- 1.1 A Conservation Area is defined as “an area of special architectural or historic importance the character or appearance of which it is desirable to preserve or enhance”, as set out in Section 69 (1) (a) of the 1990 Planning (Listed Buildings and Conservation Areas) Act.
- 1.2 Every Local Planning Authority is under a continuing duty to consider whether it should designate new Conservation Areas, or extend existing ones, as set out in the 1990 Act.
- 1.3 Deciding which areas are of “special interest” and warrant designation is a matter for a Local Planning Authority's discretion, using adopted local criteria based on a thorough understanding of their area, guided by published English Heritage advice and guidance contained within Planning Policy Guidance 15 (Planning and the Historic Environment).
- 1.4 Tower Hamlets Council presently has no adopted guidelines for the selection of areas for Conservation Area status. This report seeks to establish criteria to be used in considering whether an area should be designated a Conservation Area and goes on to set out a number of new Conservation Areas which meet these criteria.
- 1.5 The new Conservation Areas suggested are the result of a thorough review of the Boroughs built fabric which arose during the preparation of the Conservation Area Character Appraisals and Management Plans.
- 1.6 As well as new Conservation Areas, this report also includes some prudent revisions to existing Conservation Area boundaries.
- 1.7 Local community support is an essential element of a successful designation of a Conservation Area and this report seeks Members

approval to go out to widespread public consultation regarding the possible designation of those Conservation Areas and boundary changes.

## **2. RECOMMENDATIONS**

Cabinet is recommended to:-

- 2.1 Agree the draft criteria set out in Section 4 of the report for the selection and designation of Conservation Areas.
- 2.2 Agree the draft boundaries for the proposed new Conservation Area designations attached at Appendix 1 and draft boundary alterations for existing Conservation Areas attached at Appendix 2.
- 2.3 Approve the draft criteria (Para 4.6) and draft designations and agree that they be submitted to wide public consultation, the results of which will be reported back to Cabinet with final proposals for new Conservation Areas and alterations to existing Conservation Area boundaries for Cabinet approval.

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### **Local Government Act 1972 (as amended) Section 100D List of “Background Papers” used in the preparation of this report**

Brief description of “back ground papers”	Name and telephone number of holder and address where open to inspection.
Guidance on Conservation Area Appraisals English Heritage 2006 Guidance on the Management of Conservation Areas, English Heritage 2005 Guidance on Conservation Area Appraisals, English Heritage 2005	Vicki Lambert x5373

### **3. BACKGROUND**

- 3.1 A Conservation Area is “an area of special architectural or historic importance the character or appearance of which it is desirable to preserve or enhance (Planning (Listed Buildings and Conservation Areas) Act 1990, s69(1)).
- 3.2 Every Local Planning Authority is under a continuing duty to consider whether it should designate new Conservation Areas, or extend existing ones, as set out in the 1990 Act.
- 3.3 Deciding which areas are of “special interest” and warrant designation is a matter for Local Planning Authorities using adopted local criteria based on a thorough understanding of their area, guided by advice published by English Heritage and guidance contained within Planning Policy Guidance 15 (Planning and the Historic Environment).
- 3.4 During the consultation surrounding the preparation of the Conservation Area Character Appraisals, it was recognised that Tower Hamlets had no adopted criteria setting out how areas were to be selected for designation as Conservation Areas. These criteria are considered to be an essential tool in the management of an overall conservation audit and Cabinet approval was therefore sought for the further exploration and preparation of draft selection criteria, with the intention that once drafted these criteria would be referred back to Members for their consideration, together with a list of new Conservation Areas which meet the criteria. This report sets out the draft criteria for consideration together with those areas which it is considered meet the criteria. It also includes some prudent boundary changes to existing Conservation Areas.

### **4. DRAFT CRITERIA**

- 4.1 A review of published material was undertaken and the following characteristics are those which are set out in legislation or which are recognised within planning advice published by Central Government or English Heritage - as defining a Conservation Area, and thus what sets a Conservation Area apart from the rest of the built environment.
- 4.2 The statutory definition of a Conservation Area in the current Planning Act is an “area of special architectural or historic interest, the character or appearance of which it is desirable to preserve or enhance”. (P(LBCA)A 1990, s691)).
- 4.3 When the legislation was first brought in it was the cherished and familiar local scene which it was attempting to protect, and this is the interpretation of the wording which best describes a Conservation Area to the layperson.

- 4.4 Of primary importance is the designations ability to protect the quality and interest of areas rather than individual buildings. The group value of buildings is more important than the individual buildings which comprise it.
- 4.5 The designation covers townscape in its widest sense so the spaces between buildings are as important as the buildings themselves, equally the mixture of uses, characteristic materials, layout, details, trees and landscape are all important. All these elements within a townscape environment contribute to the consideration of whether an area has special character.
- 4.6 Thus the criteria which define a Conservation Area are that it is:-
- An area of special architectural and historic interest the character or appearance of which should be preserved.
  - That it forms part of the cherished and familiar local scene.
  - Is of interest as an area, for its buildings group value.
  - Is of interest not only for the buildings but for the townscape in a wider sense, the spaces between buildings, mix of uses, materials, details etc.
- 4.7 It is these criteria at 4.2 to 4.5, summarised in 4.6 which it is suggested Tower Hamlets adopts. Placed in the context of the built environment of Tower Hamlets, which has developed over a long period of time, and now has a rich historic environment characterised by the overlaying of successive periods of historic development, this necessarily leads to the conservation of an historically fragmented cityscape and means thus that the Borough has a large number of small Conservation Areas.

## **5 CONSERVATION AREAS: THE CURRENT SITUATION**

- 5.1 Tower Hamlets has designated 50 Conservation Areas since the Civic Amenities Act in 1967 introduced the concept of Conservation Areas, and these are recognised for the valuable contribution they make to the quality of life for Borough residents and businesses.
- 5.2 No review of the Borough's Conservation Areas with regard to new designations or the appropriateness of existing boundaries has taken place during the last 10 years and prior to this the approach to designation was piecemeal. A thorough conservation audit of the Borough is thus recognised to be vital and is supported by English Heritage as well as in public opinion expressed to us during the course of the public consultation surrounding the preparation of the Conservation Area Character Appraisals and Management Guidelines. No new Conservation Areas, or extensions to existing ones have been designated since 1998.

- 5.3 The review of the Borough, which the preparation of the Conservation Area Character Appraisals and Management Guidelines required, resulted in evidence emerging that there were a number of areas across the Borough which met the possible criteria for Conservation Area status, and deserved protection, but were currently not designated. It also identified a number of extensions to existing Conservation Areas, which were raised both by Officers and by members of the public, during the consultation surrounding the preparation of the Character Appraisals.
- 5.4 This prompted the decision to set out the criteria and thus those areas which met them, with the intention of consulting residents and stakeholders - to ascertain their views on designation.

## 6. **PROPOSALS FOR NEW CONSERVATION AREAS**

- 6.1 The following Conservation Areas are proposed for designation:
- 1 **Brickfield Gardens:** An area to the north of Commercial Road and the west of Burdett Road with a strong early Victorian character. This designation would protect a large period warehouse on Pixley Street, the adjoining blocks of early 19<sup>th</sup> Century terraces, trees and the open space at Brickfield Gardens. The area also includes a Victorian public house and terrace adjoining Mile End Park. It is a fragment of old Poplar and has a special character forming part of the cherished and familiar local scene.
  - 2 **Fish Island:** This area is in the North East corner of the Borough adjacent to the River Lea, Newham and the Olympic Park. The area protects two groups of fine Victorian warehouses. One, centered on Dace Road, with a further group at Whitepost Lane. Both are connected by the River Lea. These small fragments of the area's Victorian industrial heritage provide legible focal points for the area and pockets of characterful, dramatic streetscene. Their protection will complement redevelopment of this area that will occur between now and the Olympics.
  - 3 **Hackney Road:** Running along the Northern boundary of the Borough with Hackney. To be designated in partnership with the London Borough of Hackney to protect historic buildings along this important historic route from Shoreditch Church to Cambridge Heath Road. The Tower Hamlets part includes eleven Listed buildings and terrace groups from the 18<sup>th</sup> and 19<sup>th</sup> Centuries. This road corridor supports a varied and interesting townscape, which represents a historic whole with a character greater than the sum of its parts. It forms part of the cherished local scene in this northern part of the Borough that is worthy of protection and enhancement.

The area also protects the Dorset Estate and Sivill House, designed by Berthold Lubetkin. He was one of the most important exponents of the English Modernist Movement. The towers and the spaces in which they site are architecturally important.

- 4 **Wiltons Music Hall:** Located in the south west corner of the Borough. Designated to protect the Grade II\* Listed Wilton's Music Hall, Grade II Listed St Paul's School and Grace's Alley. These form a cherished part of the local townscape.
  - 5 **Old Bethnal Green Road:** This area is focused upon the grid of terraced houses and workshops that front Old Bethnal Green Road. Grade II listed Keeling House is included for its connection to the terraces. A second pocket of historic buildings just south of the terraces is included. It is focused around the Grade II listed Chalice Foundation Church. These buildings form an important, vibrant, diverse group worthy of protection and enhancement.
  - 6 **Redchurch Street:** Set between the Brick Lane and Fournier Street Conservation Area and the Boundary Estate Conservation Area. Redchurch Street dates from the 17<sup>th</sup> century lined by a number of later buildings of the 19<sup>th</sup> and 20<sup>th</sup> centuries. Designation of a Conservation Area here would protect this historic environment and would protect the setting of 21 listed buildings and protect 25 locally listed buildings. This is an area of considerable townscape interest which has a special architectural and historic character in its tight packed grid of streets.
  - 7 **Regents Canal:** This canal cuts across the north western corner of the borough before running south to join the Limehouse basin. The Regents Canal is an eighteenth century civil engineering achievement which is of special historic interest. This designation would protect the special character of the banks of the Regent's Canal. It also protects canal features that include locks and the towpath. Buildings associated with the canal are also included. The northern part is to be designated in partnership with the London Borough of Hackney, which is designating the parts of the canal that run through their Borough. The townscape quality of the canal, its features and the associated built fabric are recognized as part of the cherished familiar local scene.
- 6.2 Indicative draft boundaries for these new Conservation Areas for consultation are attached at Appendix A. These will be supported at public consultation by further information regarding the history and character of these areas.

## 7 PROPOSED ALTERATIONS TO EXISTING CONSERVATION AREAS

- 7.1 A review of Conservation Area boundaries is an important element of the appraisal of a Conservation Area and the extension of a number of Conservation Areas were raised by members of the public during the consultation surrounding the adoption of the Conservation Area Character Appraisals and Management Guidelines.
- 7.2 Officers also reviewed boundaries and made suggestions for extensions to take account of both changes in perception of areas historic importance and to take account of the physical change that has occurred to the Borough in the past 10 years. The legislation asks we undertake this review from time to time.
- 7.3 The list of draft boundary alterations proposed which follows appears extensive, but each proposal can be justified. It must also be remembered that no comprehensive review of the boundaries has taken place for 10 years, and prior to this any reviews which took place were piecemeal, so this represents a thorough and necessary audit.
- 7.4 Those Conservation Areas where extensions or alterations are proposed are as follows:-
- 1 **Albert Gardens, Limehouse:** The north east side of the Conservation Area is extended to include terraces on Senrab, Dunelm and Aylward Street. They are identical to others already protected elsewhere within the Conservation Area. Mid-20<sup>th</sup> Century buildings west of Arbour Street that do not contribute to the character of the Conservation Area are deleted. These alterations clarify the boundaries of the Conservation Area and provide appropriate protection to the Victorian terraces that form the area.
  - 2 **Bethnal Green Gardens:** This extension is intended to protect the setting of five listed buildings and the locally listed Green Man next to Bethnal Green Station. Together they add to the composition at the junction of Bethnal Green Road and Cambridge Heath Road. They are of group value and townscape interest.
  - 3 **Coldharbour, Isle of Dogs:** Extended to protect Glen Terrace on Prestons Road. Dock basin and locks to the Thames are included. These elements of the townscape are of significant group value.
  - 4 **Driffield Road, Bow:** The Conservation Area boundary currently runs down the centre of Chisenhale Road and one half of Chisenhale

Road lies in Driffield Road Conservation Area the other lies in Victoria Park, the proposal is to rationalize the boundary by moving it to the centre of the canal allowing the north side of Chisenhale Road to lie within the same Conservation Area as the south side.

- 5 **Fournier Street & Brick Lane:** Three alterations are proposed to protect the cherished streetscene of Fournier Street and Brick Lane Conservation Area.
  - An extension to the west to incorporate the Grade II Listed Spitalfields Market and the Fruit and Wool Exchange to protect the setting of Hawksmoor's Grade I Listed Christchurch Spitalfields. Christchurch Spitalfields is one of Europe's most important neo-Classical parish churches.
  - An extension to the north to incorporate Grade II listed St Matthews Church and the Grade II listed former Baths complex on Cheshire Street. This will protect trees within St Matthews graveyard and protect buildings that form a streetscape and setting for these important listed buildings. Together, they form a cherished townscape to the east side of Cheshire Street and a peaceful refuge from the busyness of Brick Lane and Bethnal Green Road.
  - An extension to the south west will incorporate Grade II\* Listed St Anne's Church, and the 27 Grade II Listed buildings, including Victorian terraces that lie within its setting. The area includes unlisted buildings that are of similar external quality but not statutorily listed as a result of internal alterations. The area as a whole has considerable group value and is worthy of protection as an integrated whole.
- 6 **Globe Road, Bethnal Green:** This extension is to cover period terraces along Roman Road. The properties that comprise this terrace are of group value and their human scale and rhythm provide a cherished streetscene on this route towards Bethnal Green Gardens.
- 7 **Jesus Hospital Estate, Bethnal Green:** Extended to connect the area with the Grade II Listed "St Peter's with St Thomas Church" and associated buildings. This will connect the church to its hall, which is within the Conservation Area and protects its trees. The area is also extended to include terraces on Delta Street, Barnet Grove, Shipton Street and two public houses on the Conservation Area fringe. These buildings are of group value and compliment the existing Conservation Area.



- 8 **Langdon Park, Poplar:** The new DLR station will be in the middle of this extended Conservation Area, which will now protect Sprats Warehouse and other historic buildings in a block that present a rare survival of high quality period industrial buildings along the Limehouse Cut. The extension will also cover a small area of open land at Ullin Street and Dewberry Street and the trees which sit upon it. A period public house at Byron Street is included. This is an area of special character which it is desirable to protect and its protection will contribute to regeneration of the wider area.
- 9 **Narrow Street, Wapping:** Extended to protect warehouses and a Grade II Listed public house to the west side of Narrow Street. Limehouse basin is included to protect lock to the Thames and complete the Regent's Canal Conservation Area. These buildings are of townscape value and are of group interest.
- 10 **St Anne's Church:** Extended to protect a terrace to the east, terminated by Grade II Listed, no 52 East India Dock Road. Protects the setting of three further Grade II Listed buildings at the junction of East and West India Dock Road. Also extended to protect the prominent 1930's "The Mission", which form an important part of the setting of St Anne's Church. These areas have considerable group value and sit happily with the special character of the existing conservation area on this important route through the Borough.
- 11 **St George's Town Hall:** Victorian Public House, 128 The Highway included to protect setting of listed buildings.
- 12 **Stepney Green:** Extend along Mile End Road to incorporate Hayfield Yard, an area of special architectural and historic interest.
- 13 **York Square, Limehouse:** Extend just south of the DLR to protect buildings and trees that form the setting of the Grade II listed Royal Foundation. To include the characterful 19<sup>th</sup> and 20<sup>th</sup> Century works buildings at the end of Cable Street. The 19<sup>th</sup> Century warehouse at 9-19 Caroline Street is included for its architectural interest.
- 14 **Roman Road:** Extended to include Victorian public houses at end of Roman Road, Cardigan Road and Wrights Road, acknowledging the importance of these buildings to the vibrancy of the community within the Conservation Area.
- 15 **Wapping Pier Head:** Chimney Court and buildings to and including 88 Wapping Lane included for their group value.
- 16 **Wapping Wall:** Extended to protect edges of Shadwell New Basin,

Iron Bridge on Garnet Street, King Edward Memorial Park and historic Thames Path and dock furniture in the setting of listed Free Trade Wharf. These features are important to the townscape of this part of the Borough.

- 17 **Whitechapel Market:** Extension eastwards from the Grade II Listed Davenant Centre to Vallance Road, including the 1860's terrace on the western side, 1-11 Vallance Road and 13 Vallance Road.
- 18 **Victoria Park:** Boundary with Driffield Road shifted north to midway across the Hertford Union Canal to focus Victoria Park Conservation Area on the park.

7.5 Indicative boundaries have been prepared for further consultation regarding the proposed changes. The boundaries for discussion are attached in Appendix B.

## **8. THE EFFECTS OF DESIGNATION**

- 8.1 Declaring a Conservation Area means that the Council is able to control more closely any changes that might affect the environmental quality of the area and has the means to protect and enhance the "special character" of the area for the benefit of all its residents and businesses.
- 8.2 Designation introduces a general control over the demolition of unlisted buildings and provides the basis for policies designed to preserve or enhance all the aspects of character or appearance that define an areas special interest.
- 8.3 In determining planning applications the Local Authority must pay special attention to the desirability of preserving or enhancing the character of the Conservation Area.
- 8.4 It also protects trees, reduces some permitted development rights and imposes more stringent controls on advertisements.

## **9. PUBLIC CONSULTATION**

- 9.1 When considering designating an area as a Conservation Area it is important that the designation has wide community and stakeholder support. Much of the success of the designation will be dependant upon the residents and stakeholders within an area who will be required to support the new status. It is important therefore that the proposals are the subject of wide consultation and that the designations have the support of the local community.

- 9.2 Officers will work with the Participation and Engagement Team to develop a Consultation Strategy which will engage local people and determine their views surrounding the proposals. This will be informed by value for money considerations, together with the statutory requirements and the effectiveness of the consultation achieved, but will include leafleting, advertisements in East End Life and public meetings. Details will be available on the Council's website during the consultation period. Consultations will be carried out in accordance with our adopted Statement of Community Involvement.
- 9.3 Internal consultation has taken place in the Development and Renewal Directorate and the proposals have received support from Masterplanning teams and Development Control Officers.
- 9.4 English Heritage initial views were sought. They were supportive of the designations proposed, and commented "English Heritage support your efforts to review the Borough in line with the advice contained in Planning Policy Guidance Note 15. The Borough contains many areas of built heritage, as yet unprotected, which fully deserve Conservation Area status and the added protection this would bring". They also commented that they would "particularly wish to welcome the proposed conservation areas at Fish Island and Hackney Road".
- 9.5 British Waterways, for whom a number of the proposals will greatly impact also expressed their support.

## **10. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 10.1 This report seeks Member agreement to the criteria that will be used in determining future Conservation Areas, and also seeks approval for the establishment of new Conservation Areas with amendment to some existing boundaries.
- 10.2 Information obtained from the establishment of Conservation Areas will assist in the grant award decision making process, particularly in respect of Historic Buildings grants, and will ensure allocation is in line with the priorities of both the Authority and English Heritage.
- 10.3 The review of the Conservation Area process is being undertaken by the Directorate's Conservation and Design Team, with all costs, including the consultation process, being funded from within existing budgetary provision.
- 10.4 Consent is required to demolish any building in a Conservation Area and

where development or alteration is proposed it must preserve or enhance the character or appearance of the area. Legislation covering development in conservation areas applies equally to council owned buildings which could have cost implications for the Authority in future.

## **11. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 11.1 The designation of a conservation area imposes certain duties on a Local Planning Authority. The Council is statutorily required to formulate and publish from time to time proposals for the preservation and enhancement of conservation areas in its district, and to submit them to public consultation (Section 71 of the Planning (Listed Buildings and Conservation Areas) Act 1990).
- 11.2 Identification of the proposed new Conservation Areas and boundary alterations, and the subsequent public consultation, satisfies the Council's continuing duty under section 71.

## **12. EQUAL OPPORTUNITIES IMPLICATIONS**

- 12.1 Valuing diversity is one of the Council's core values.
- 12.2 An Equality Impact Assessment was prepared to inform the draft Conservation Area Appraisals, Management Guidelines and consultation process. The conclusion was that the Guidelines would have no adverse impact as conservation area status was dependant upon the character of the historic environment rather than the community which inhabited it.
- 12.3 However the decision to designate or not designate an area might have an impact on property values and the ability of certain communities to remain in an area as the cost of keeping a property in good condition in a conservation area is likely to be higher. There is currently no hard evidence that this is the case only a generally held feeling. We therefore propose to monitor closely the 11 newly designated areas to see if there is a change in the demography.
- 12.4 In view of this, an Equality Impact Assessment for the proposed designation of new Conservation Areas or for the extension of existing ones will not be completed unless the evidence shows that need to do so.

## **13. ANTI-POVERTY IMPLICATIONS**

- 13.1 Inclusion of a property within a conservation area can result in additional

costs being incurred by occupants and owners, both in terms of the sympathetic repair of buildings and the development of proposals for their alteration or extension. However, it can also have a beneficial effect on the public realm, improving the quality of life for local residents and encouraging sympathetic regeneration and new economic uses. Inward investment may also be encouraged by the designation, enabling the creation of grant schemes to assist owners with the cost of sympathetic repairs.

- 13.2 A full and inclusive consultation is proposed to consider the proposed boundary changes and new Conservation Areas and this will allow all sections of society to comment on the proposals. This means that issues which face those in poverty can be raised and will receive as much attention as those raised by the more well off sections of the community.

#### **14. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

- 14.1 The Conservation Area designation is supported by the broader historic environment policies incorporated in the Core Strategy, now adopted as "Interim Planning Guidance for the purposes of Development Control".
- 14.2 The Interim Planning Guidance policies seek to promote sustainable development and reflect national and regional requirements. These policies have been informed by a Sustainability Appraisal.

#### **15. RISK MANAGEMENT IMPLICATIONS**

- 15.1 A risk assessment was carried out and two main risks were identified:-
- 15.2 Firstly that there will be significant staff sickness or absence which will threaten the production of the necessary information but management of this risk with regular project meetings, reviews of workload and the option of flexible resourcing will minimise this risk.
- 15.3 The second is that the new Conservation Area designations and the extensions proposed to existing ones are not approved either for consultation or adoption. Once again these risks can be minimised by ensuring that the consultation plan is robust and that the importance of the suggested designations, (amended following public consultation), is adequately reflected in the report seeking ultimate approval of the designations.

#### **16. EFFICIENCY STATEMENT**

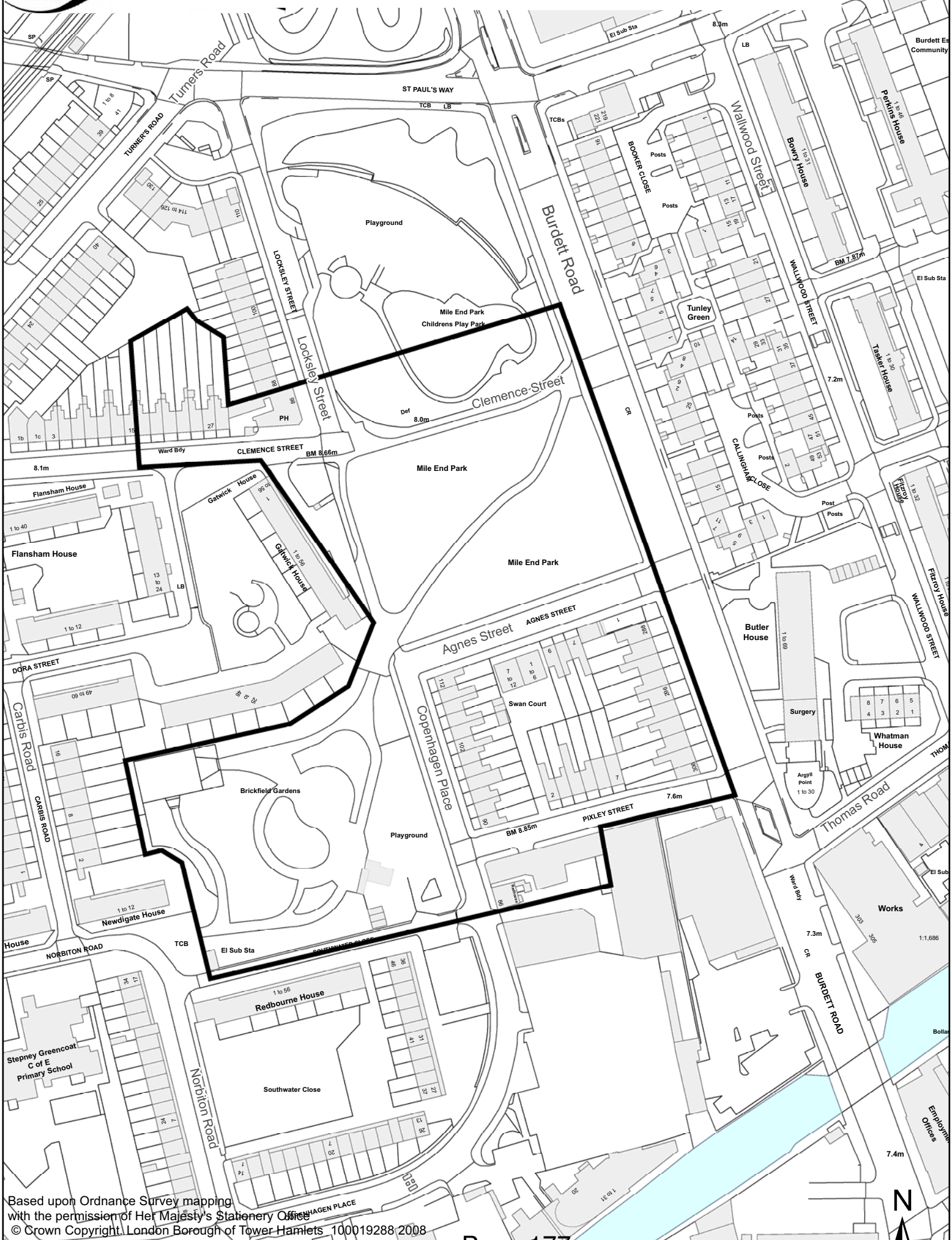
- 16.1 Every Local Planning Authority is under a continuing duty to consider whether it should designate new Conservation Areas or extend existing

ones. Planning (Listed Buildings and Conservation Areas) Act 1990. This audit was managed in conjunction with the preparation of the Conservation Area Character Appraisals and Management Plans and presented a good opportunity to combine the tasks required by the legislation, representing an efficiency in the use of staff resources.

16.2 The designations will result in the protection and enhancement of the Borough for its residents, creating a better place for living safely and for creating and sharing prosperity.

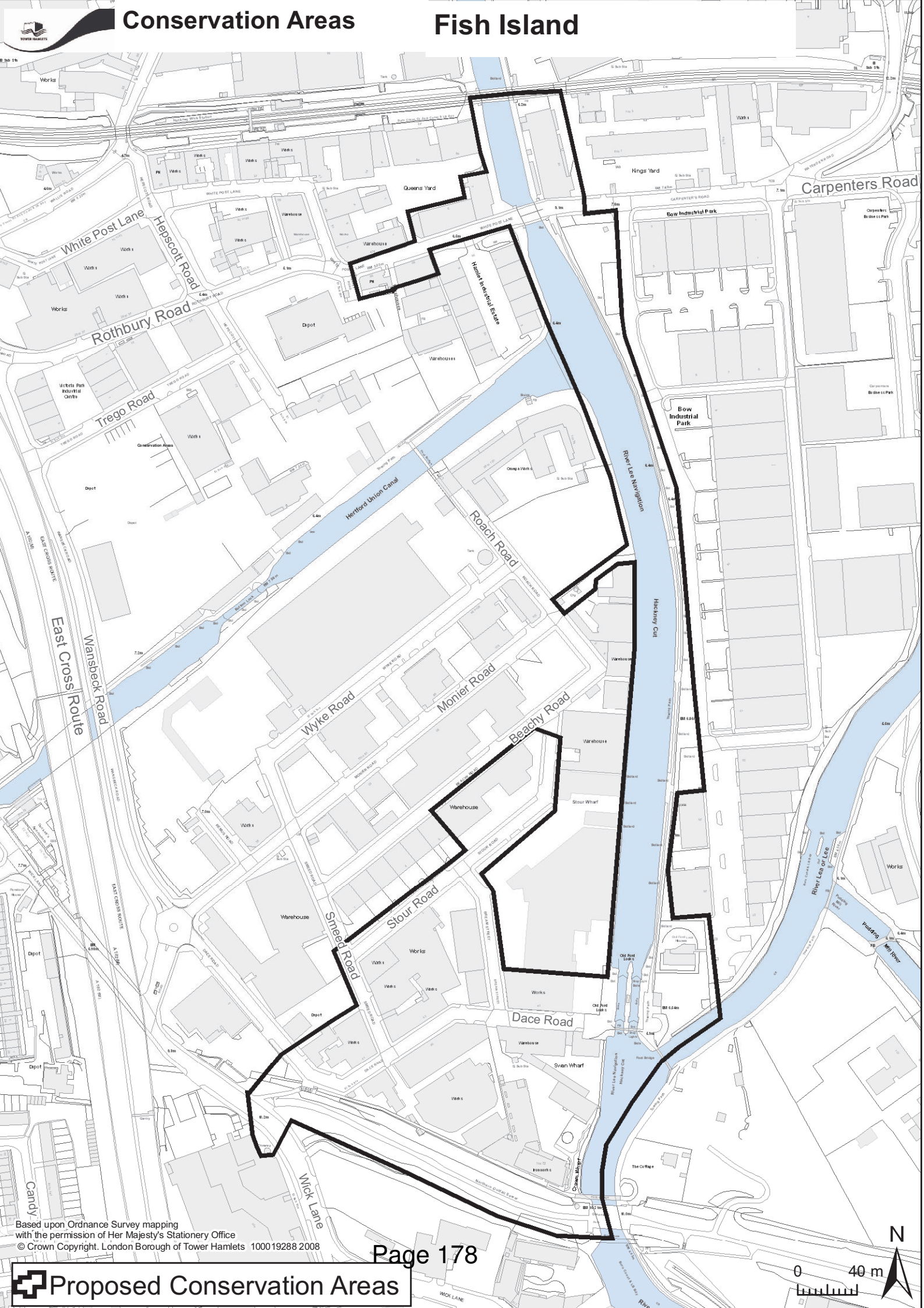
### **Appendices**

- |            |   |
|------------|---|
| Appendix A | Maps illustrating Indicative draft boundaries for the proposed new Conservation Areas for consultation. |
| Appendix B | Maps indicating draft alterations to existing Conservation Areas boundaries for consultation.           |



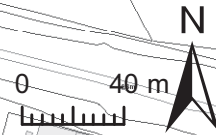
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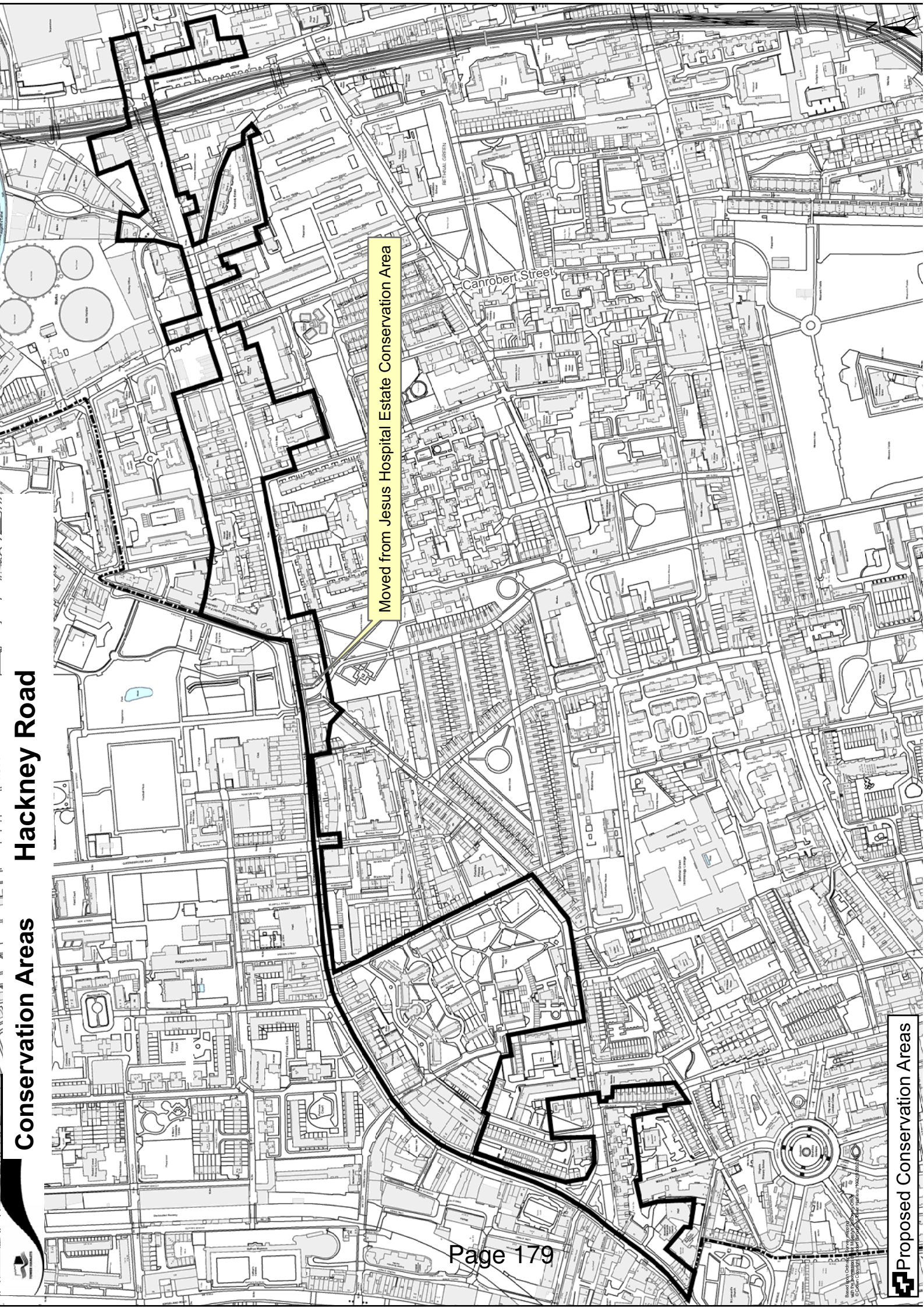
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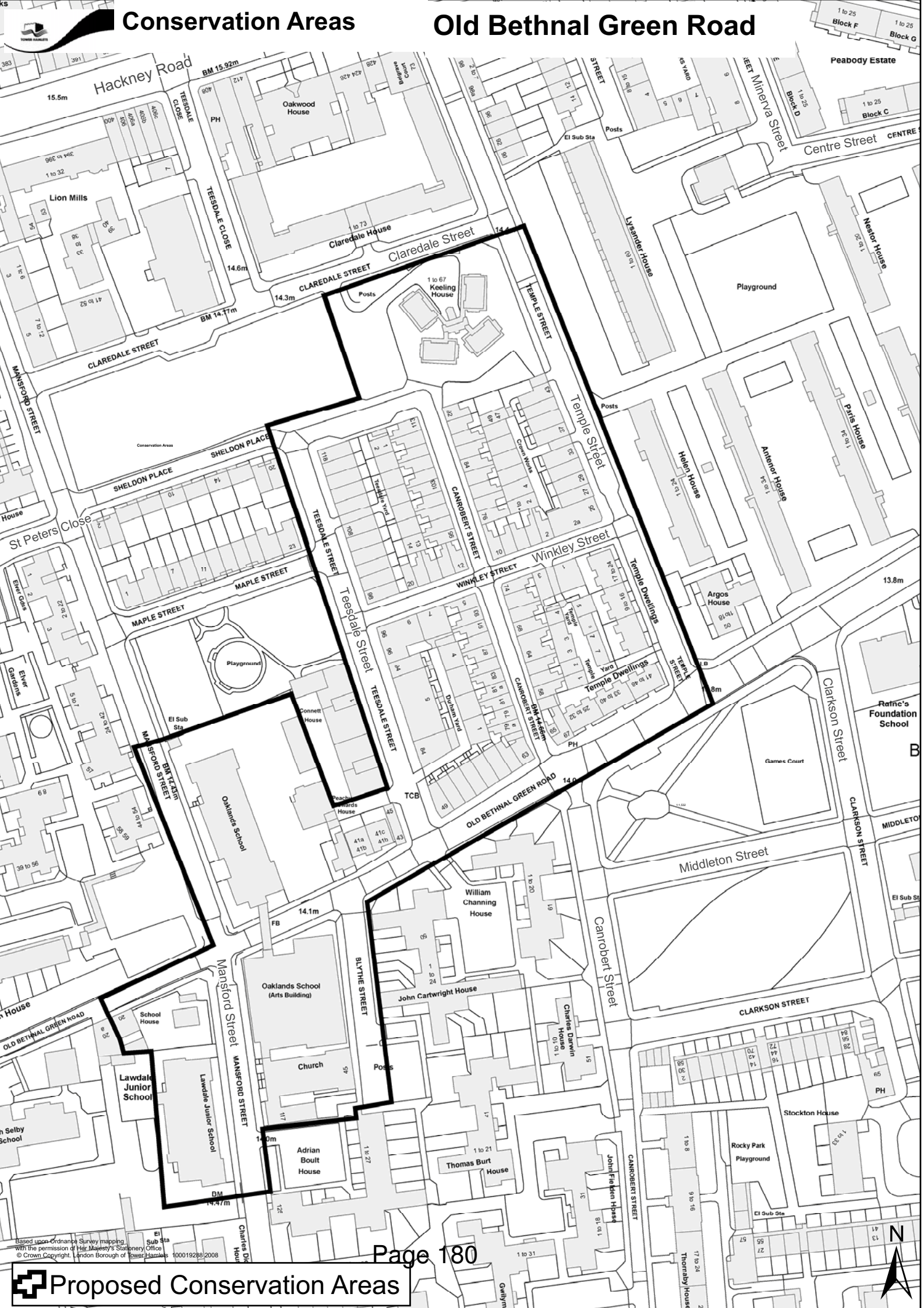
 Proposed Conservation Areas






Moved from Jesus Hospital Estate Conservation Area





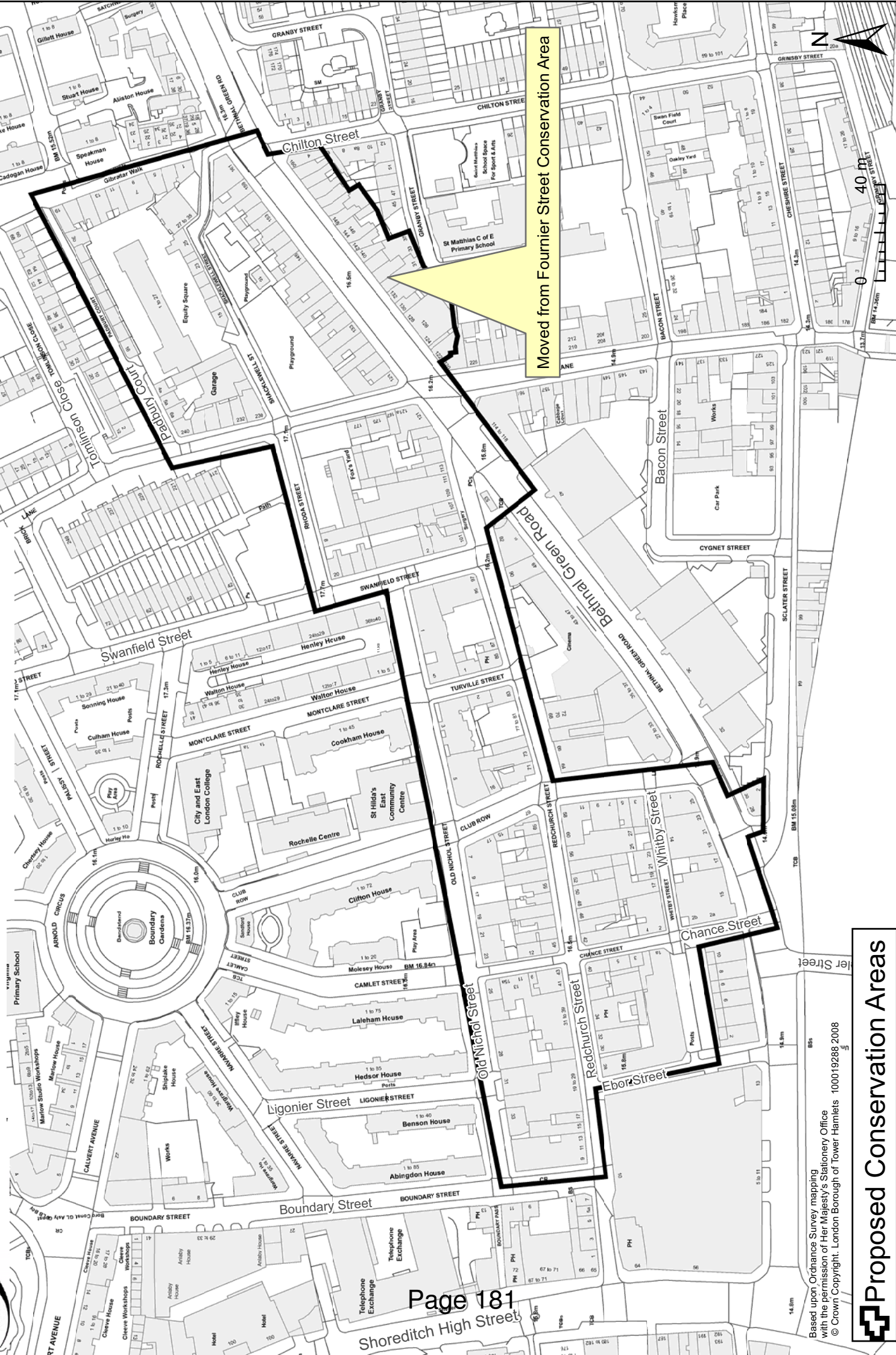
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 Proposed Conservation Areas



# Conservation Areas

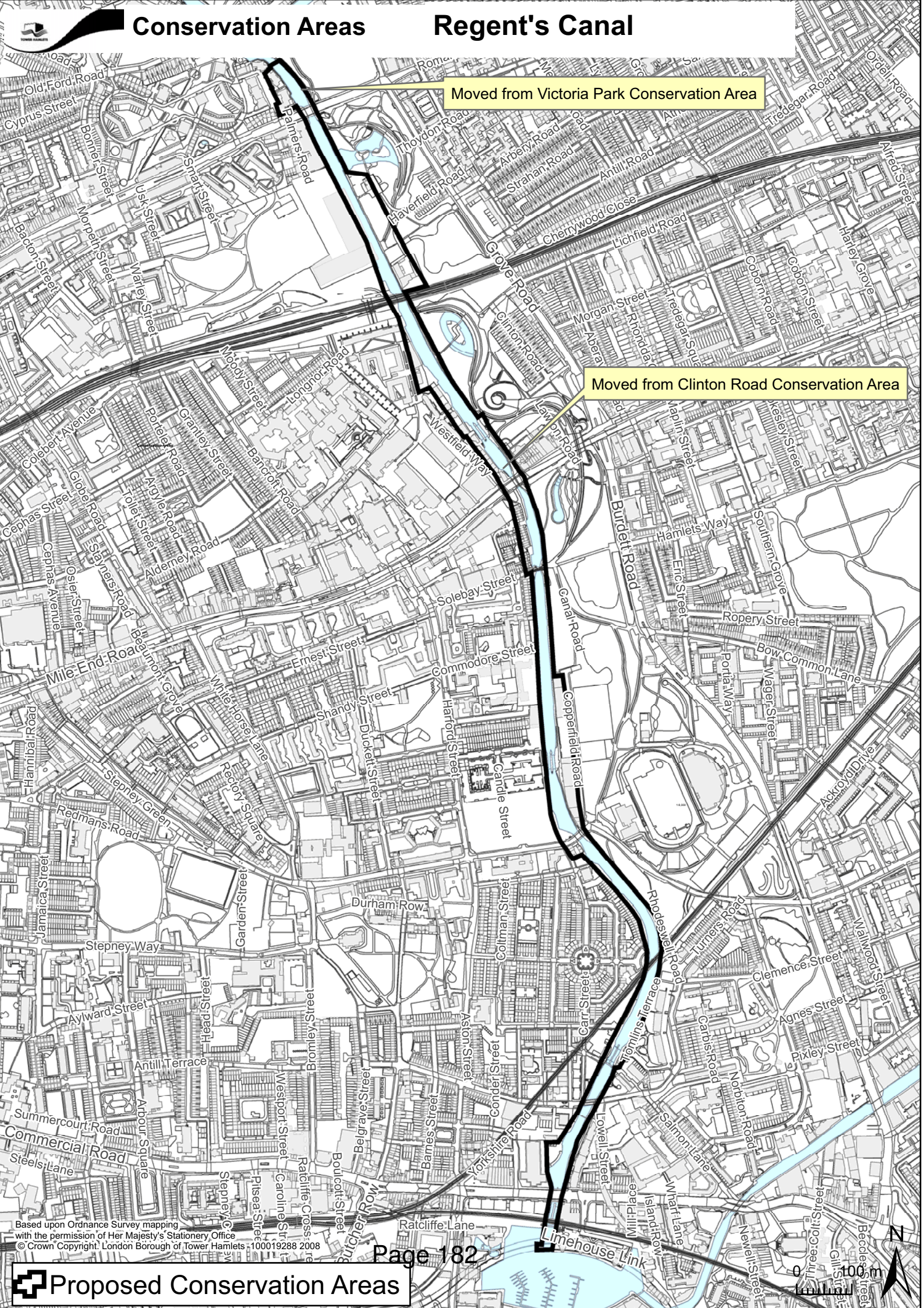
# Redchurch Street



Moved from Fournier Street Conservation Area

# Proposed Conservation Areas

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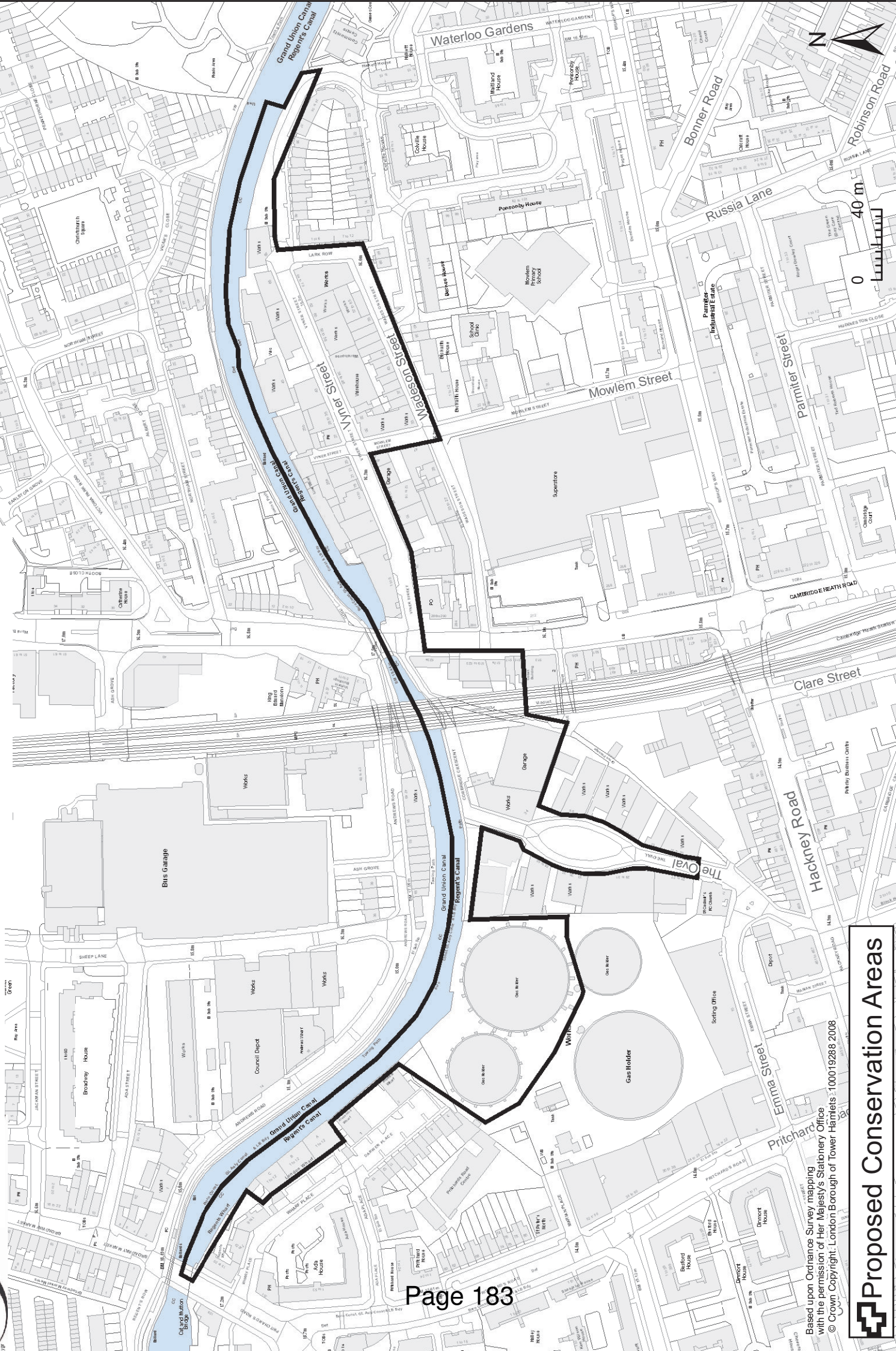


Moved from Victoria Park Conservation Area

Moved from Clinton Road Conservation Area

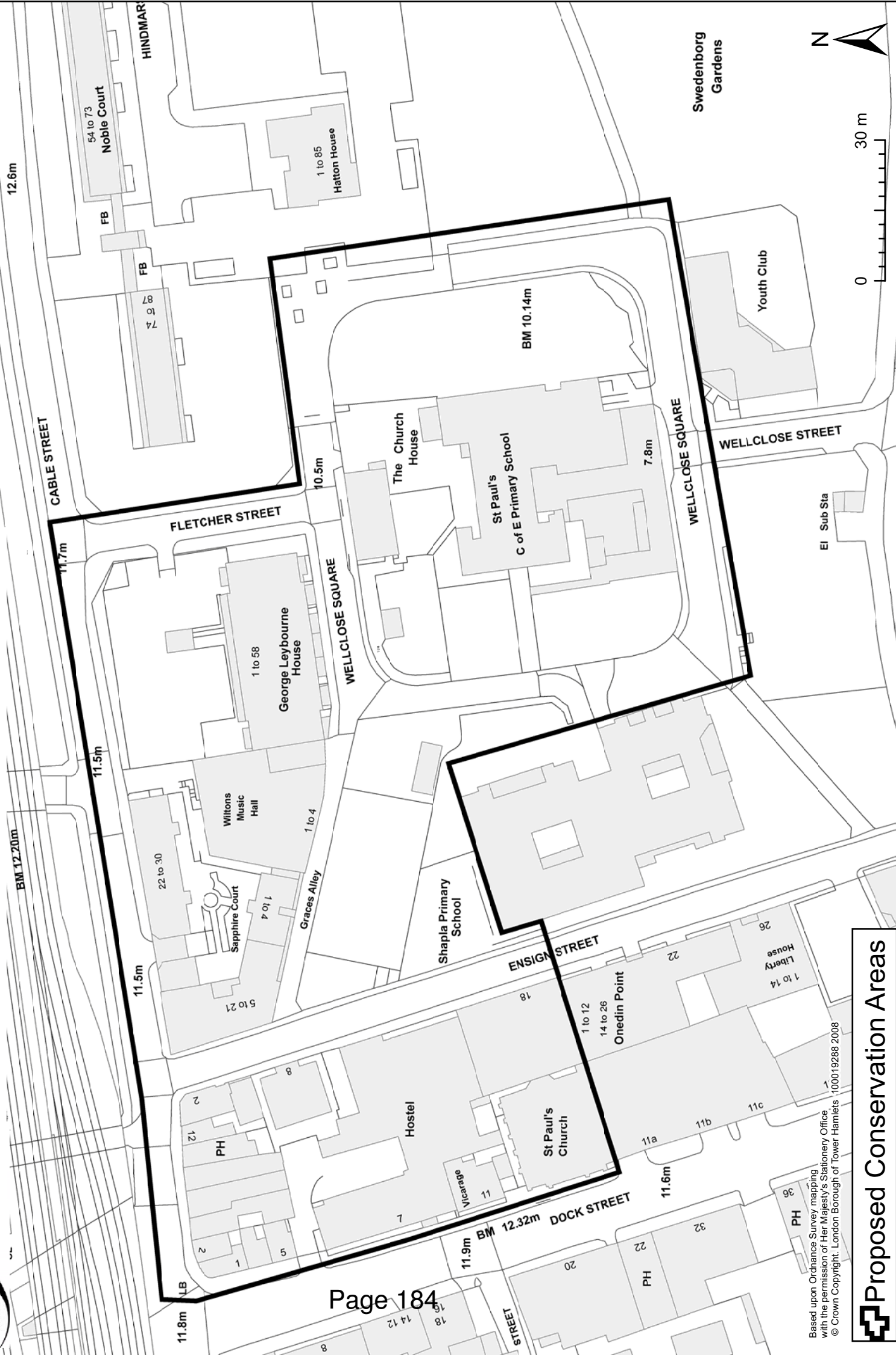
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# Wilton's Music Hall

# Conservation Areas



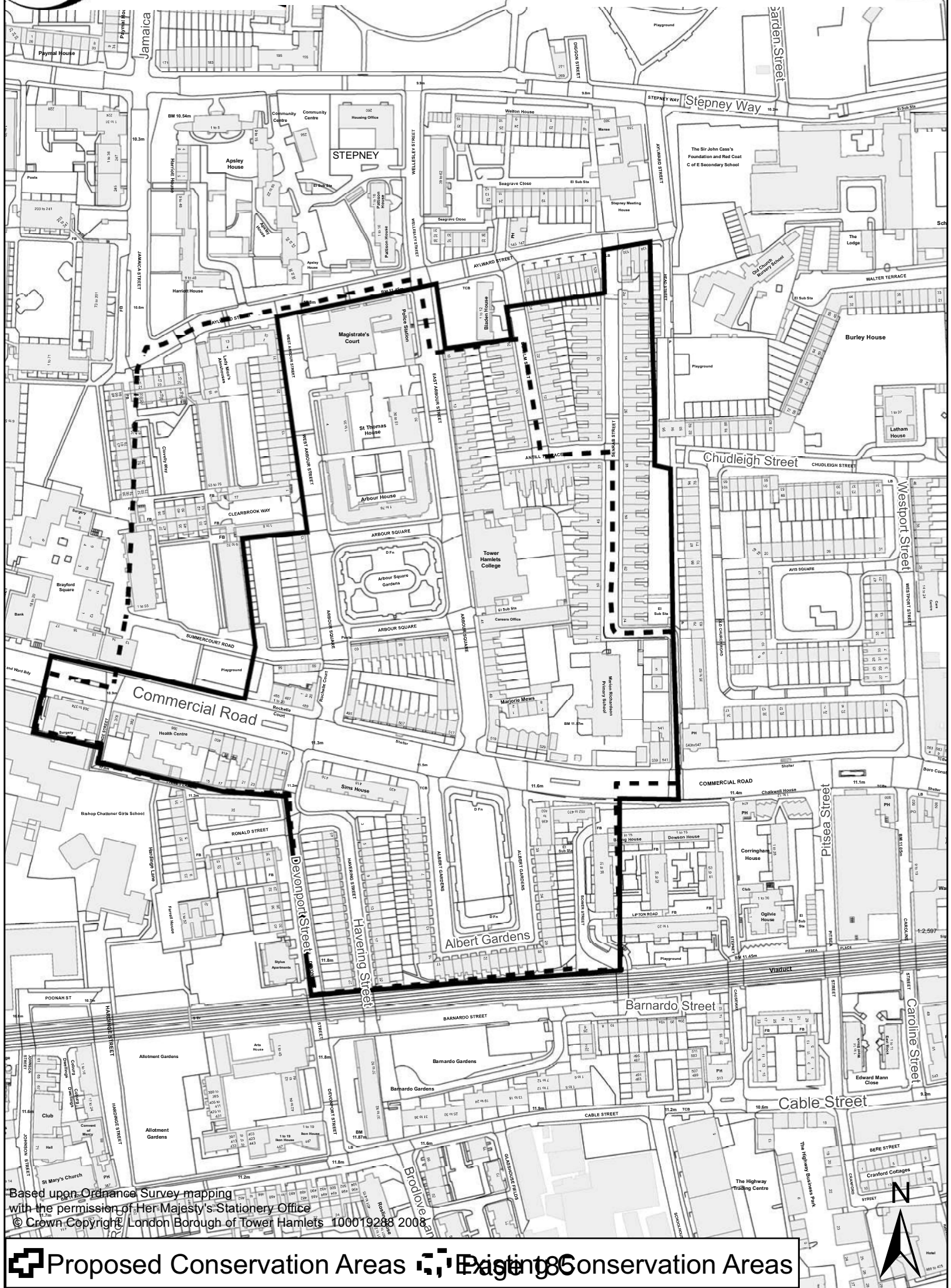
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# Proposed Conservation Areas



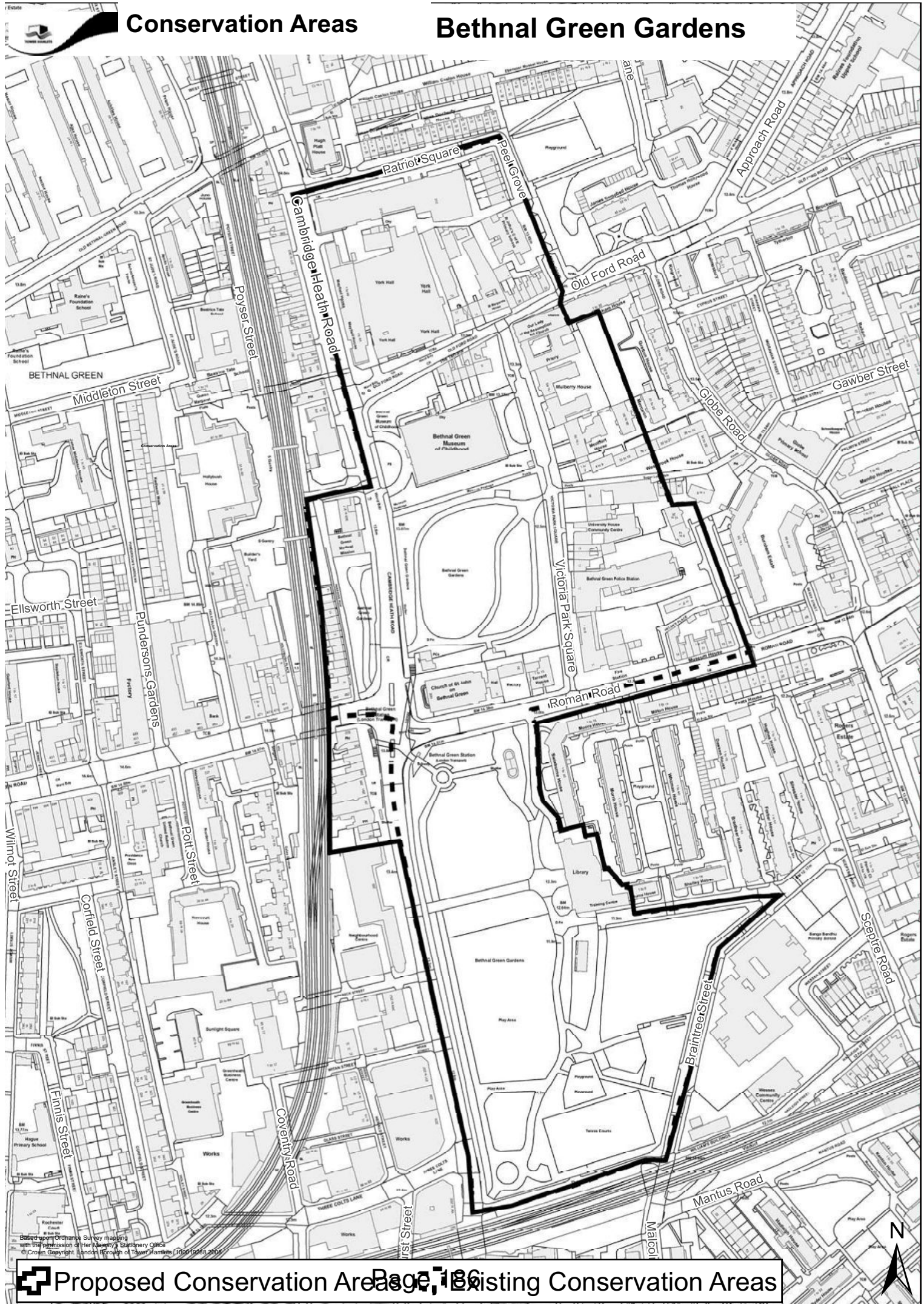
# Conservation Areas

# Albert Gardens



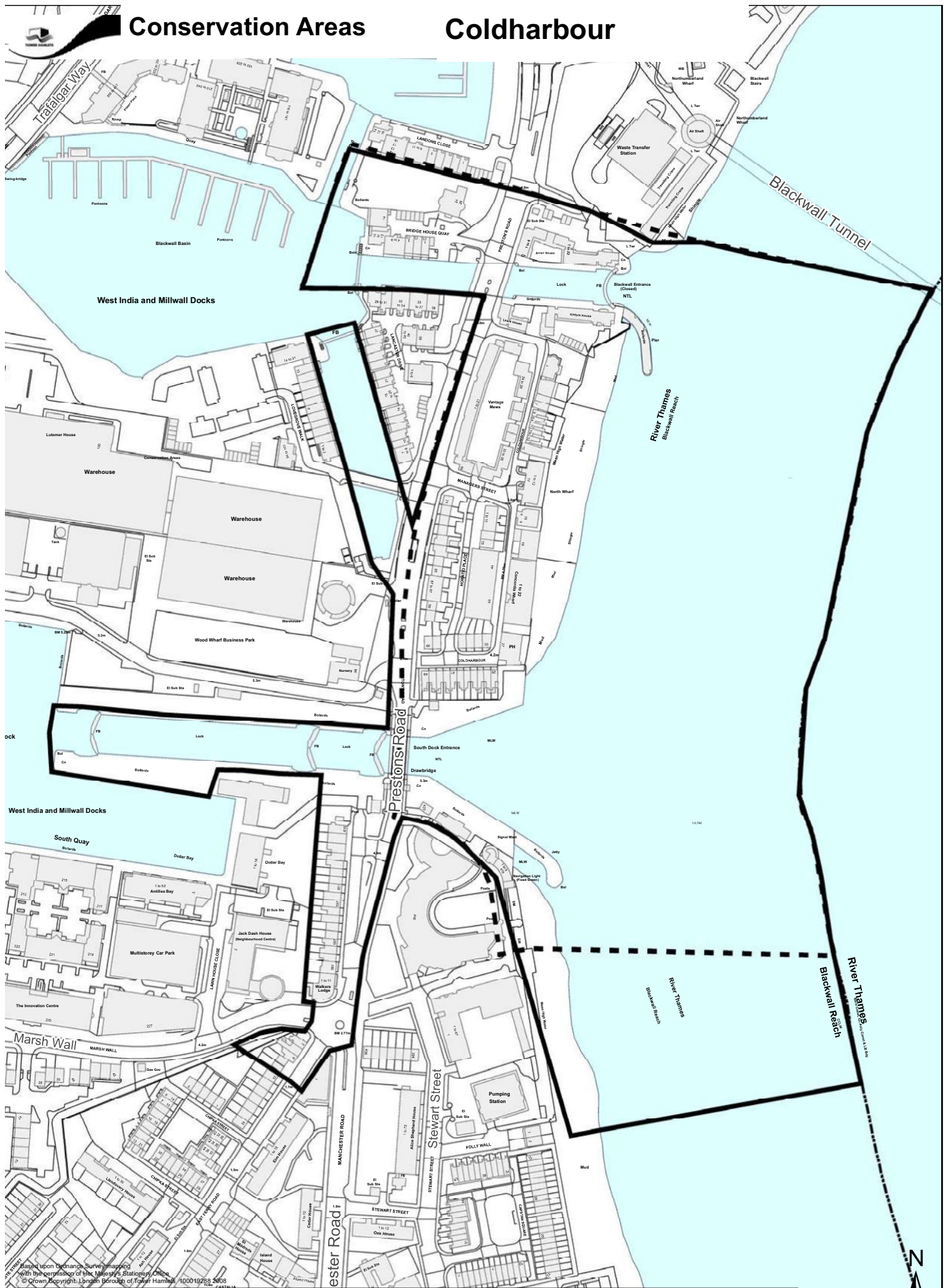
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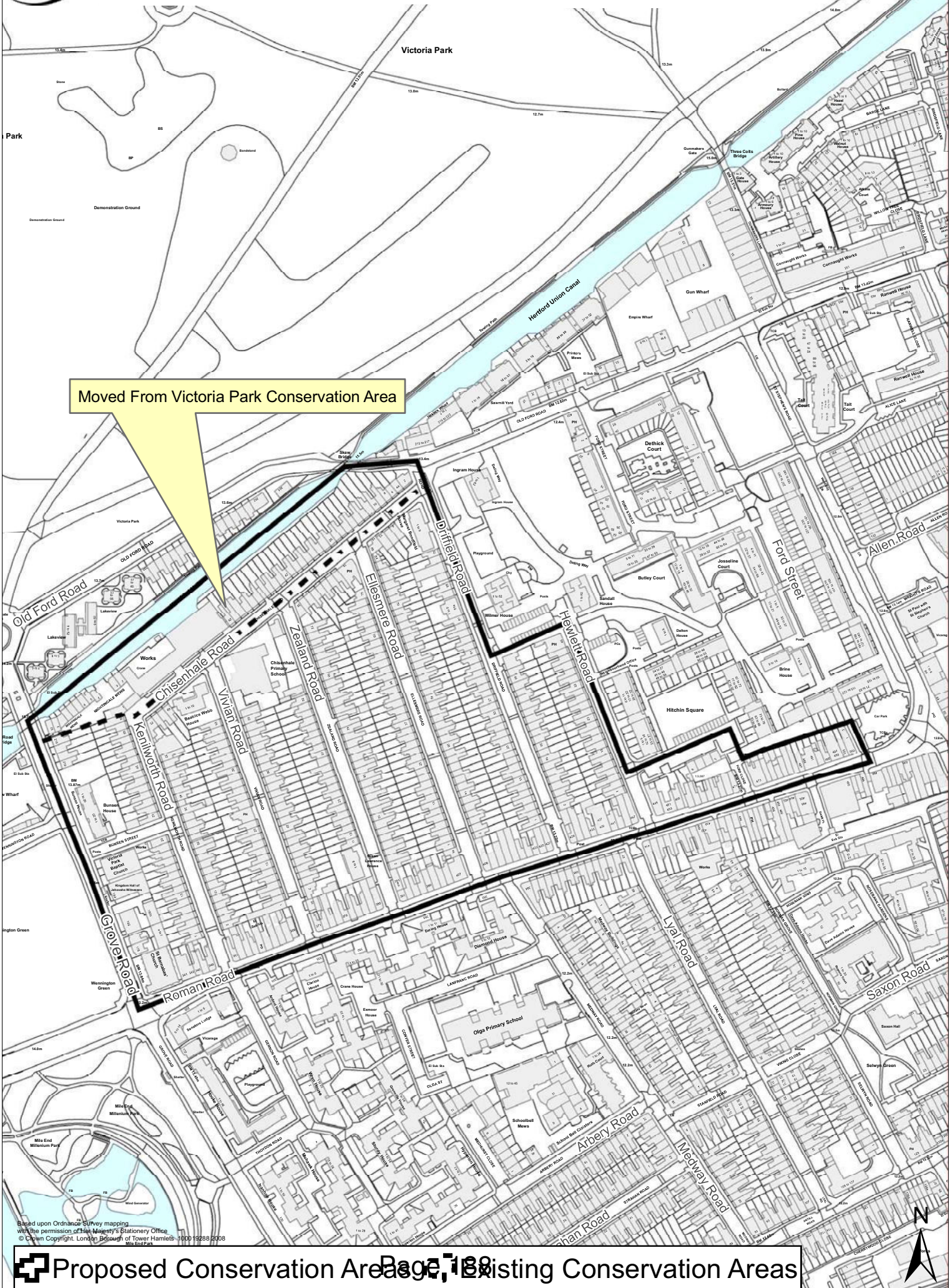


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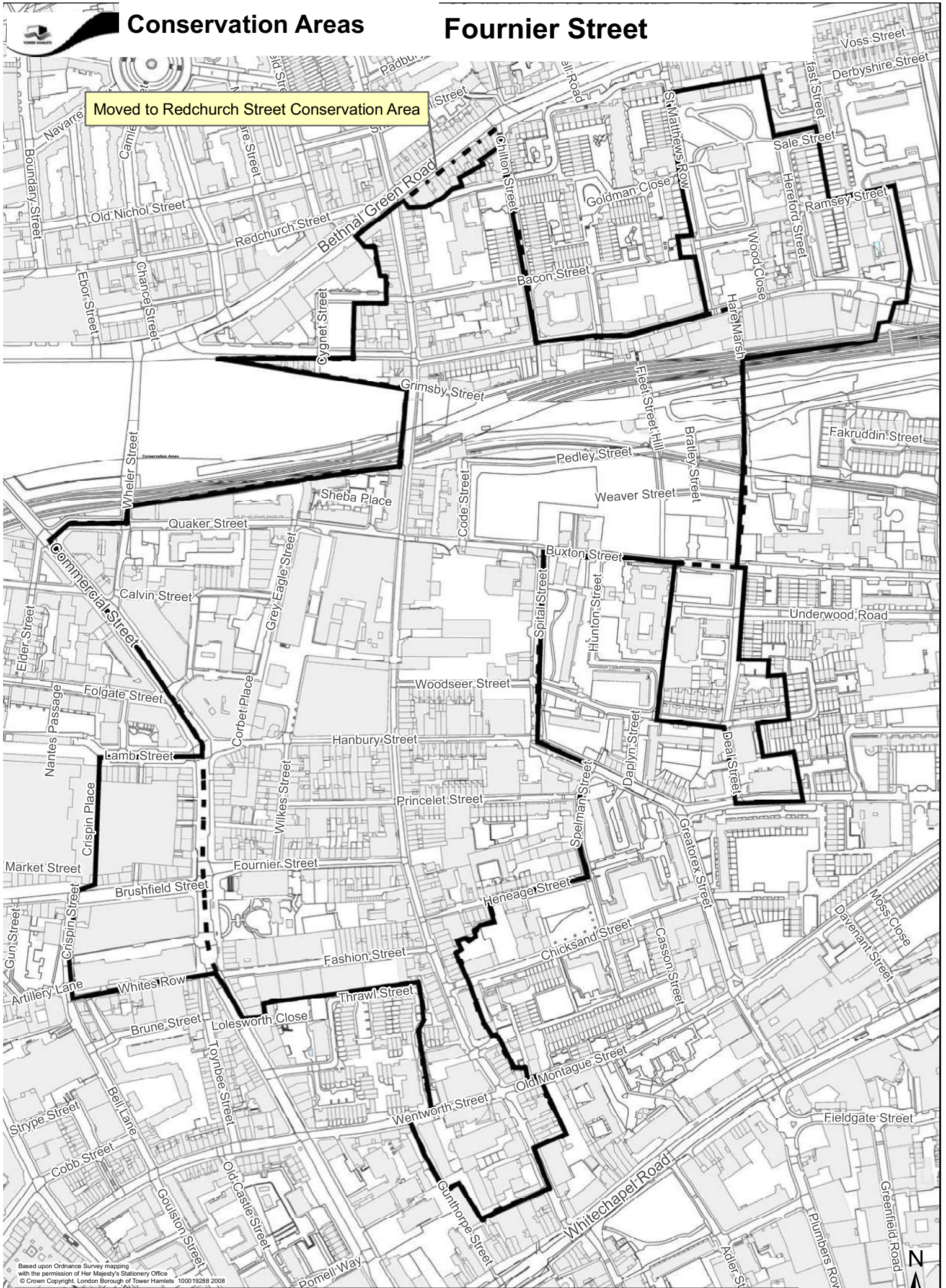
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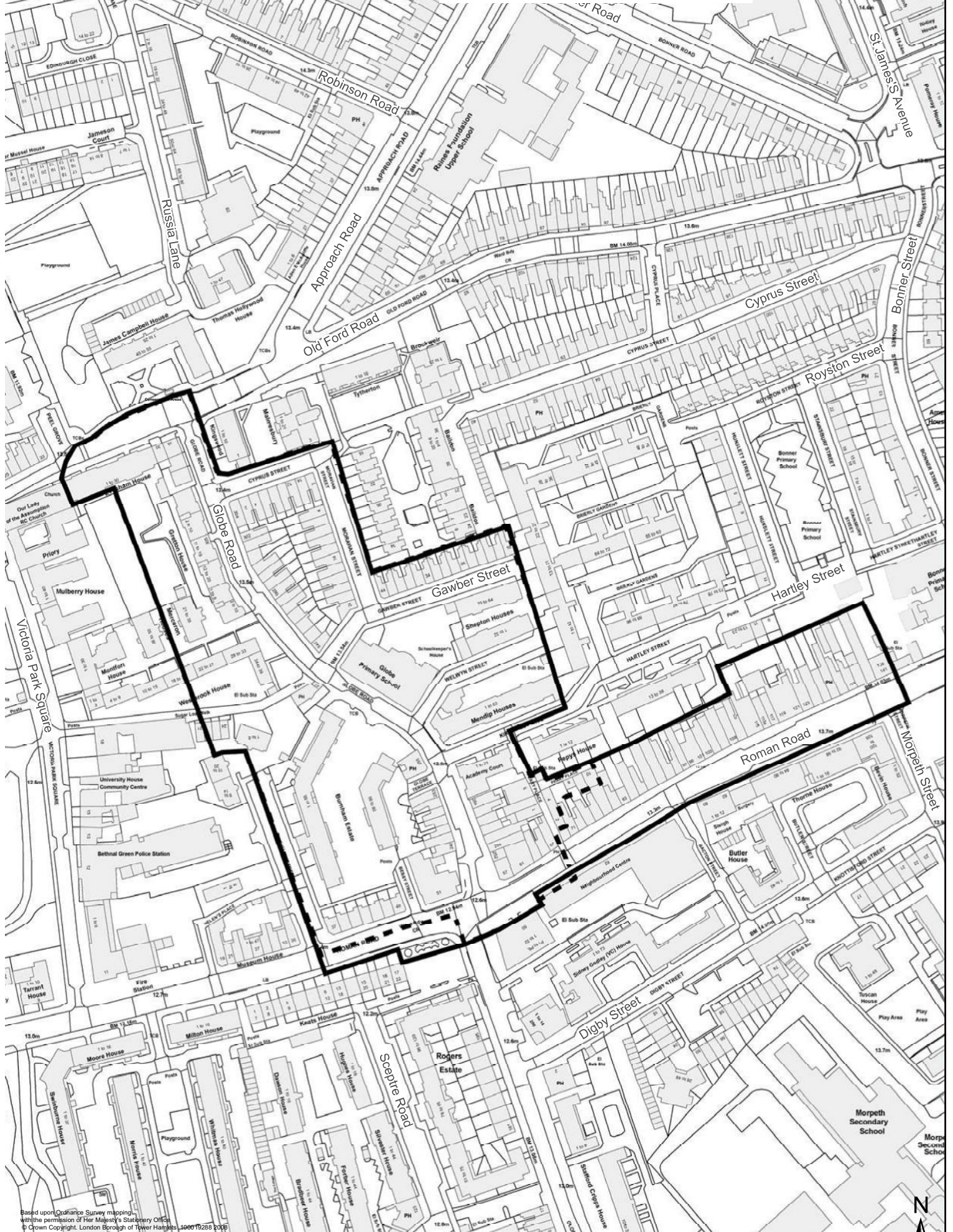
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 M16 End Park



Moved to Redchurch Street Conservation Area



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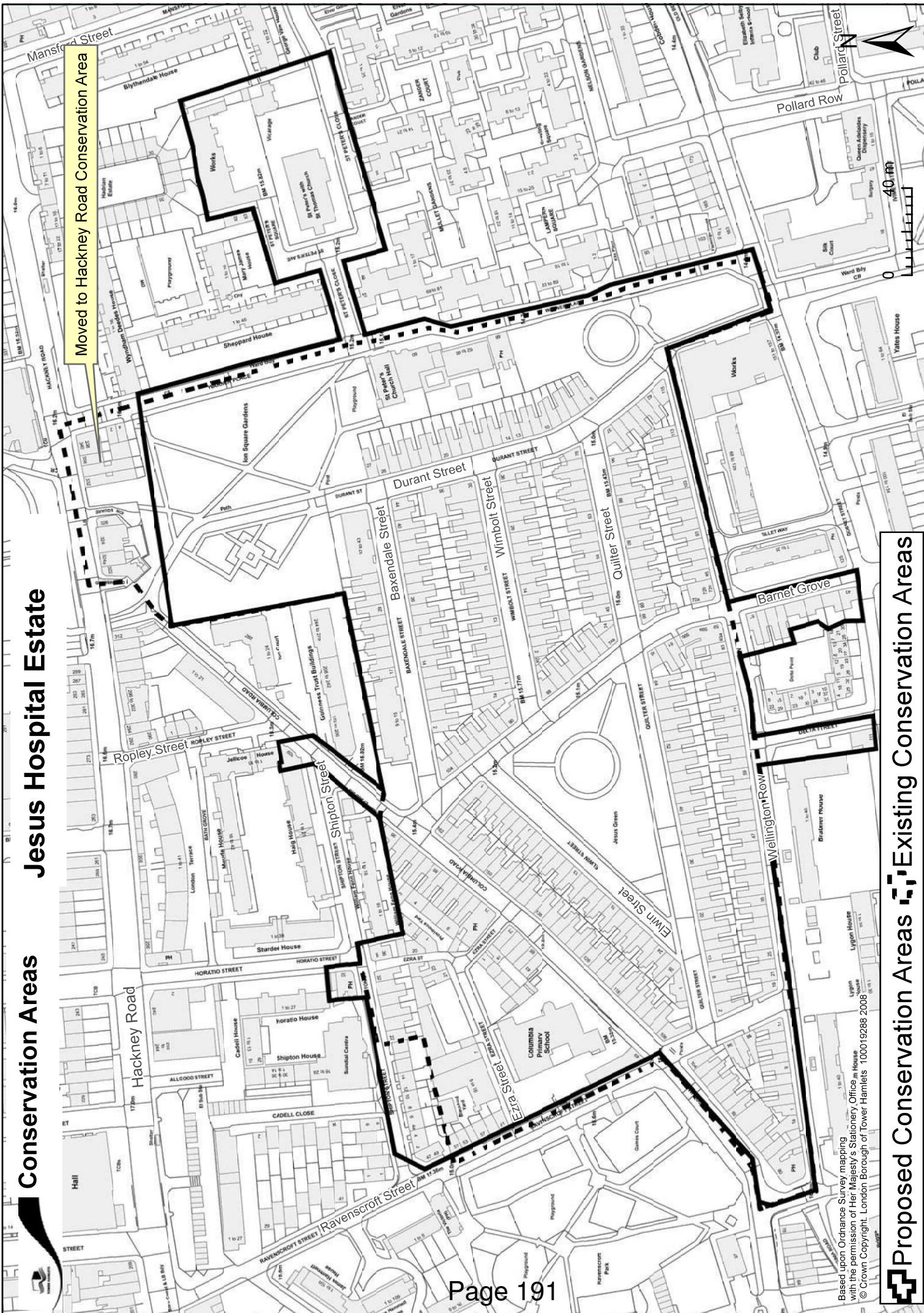
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# Conservation Areas

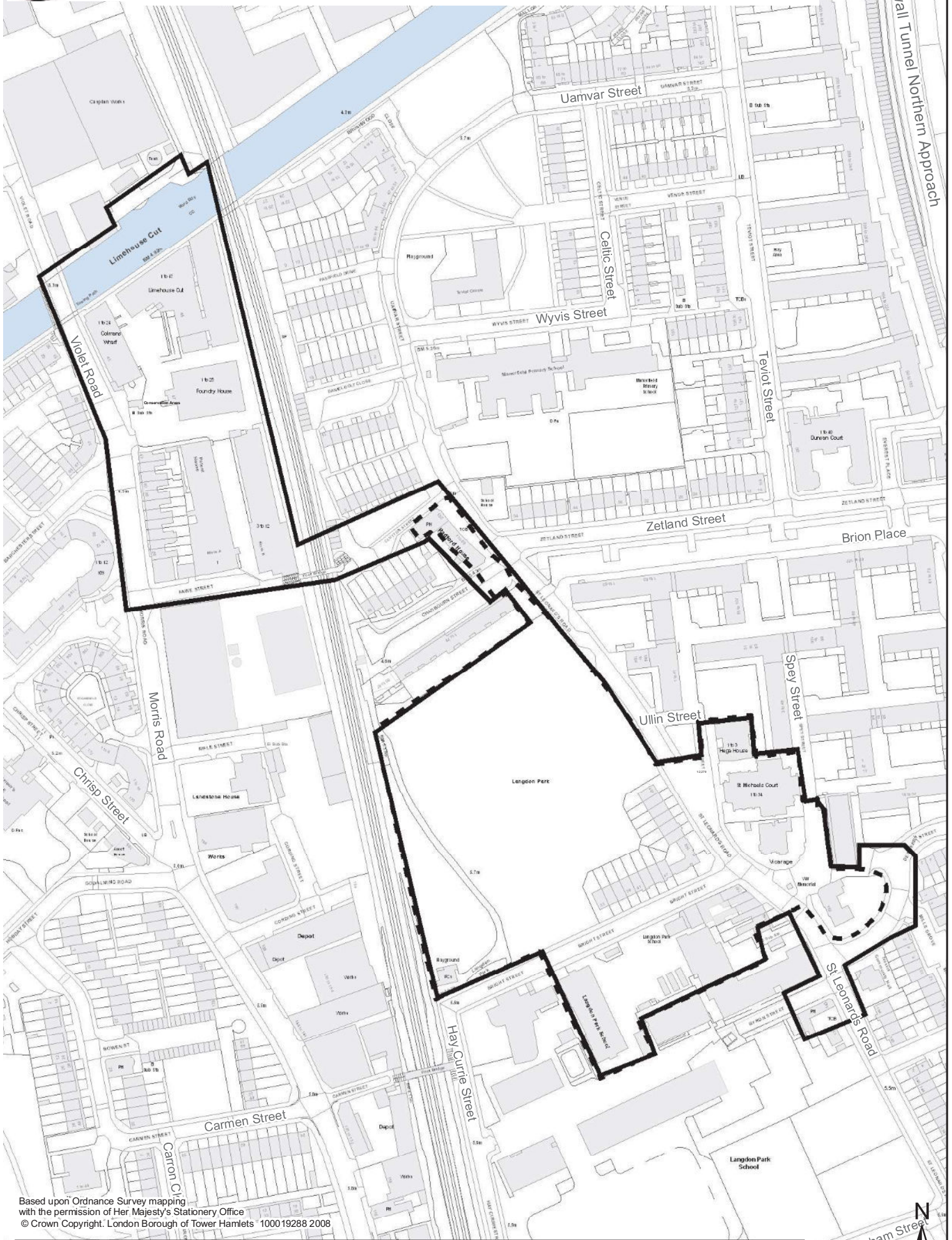
# Jesus Hospital Estate

Moved to Hackney Road Conservation Area



Proposed Conservation Areas  Existing Conservation Areas

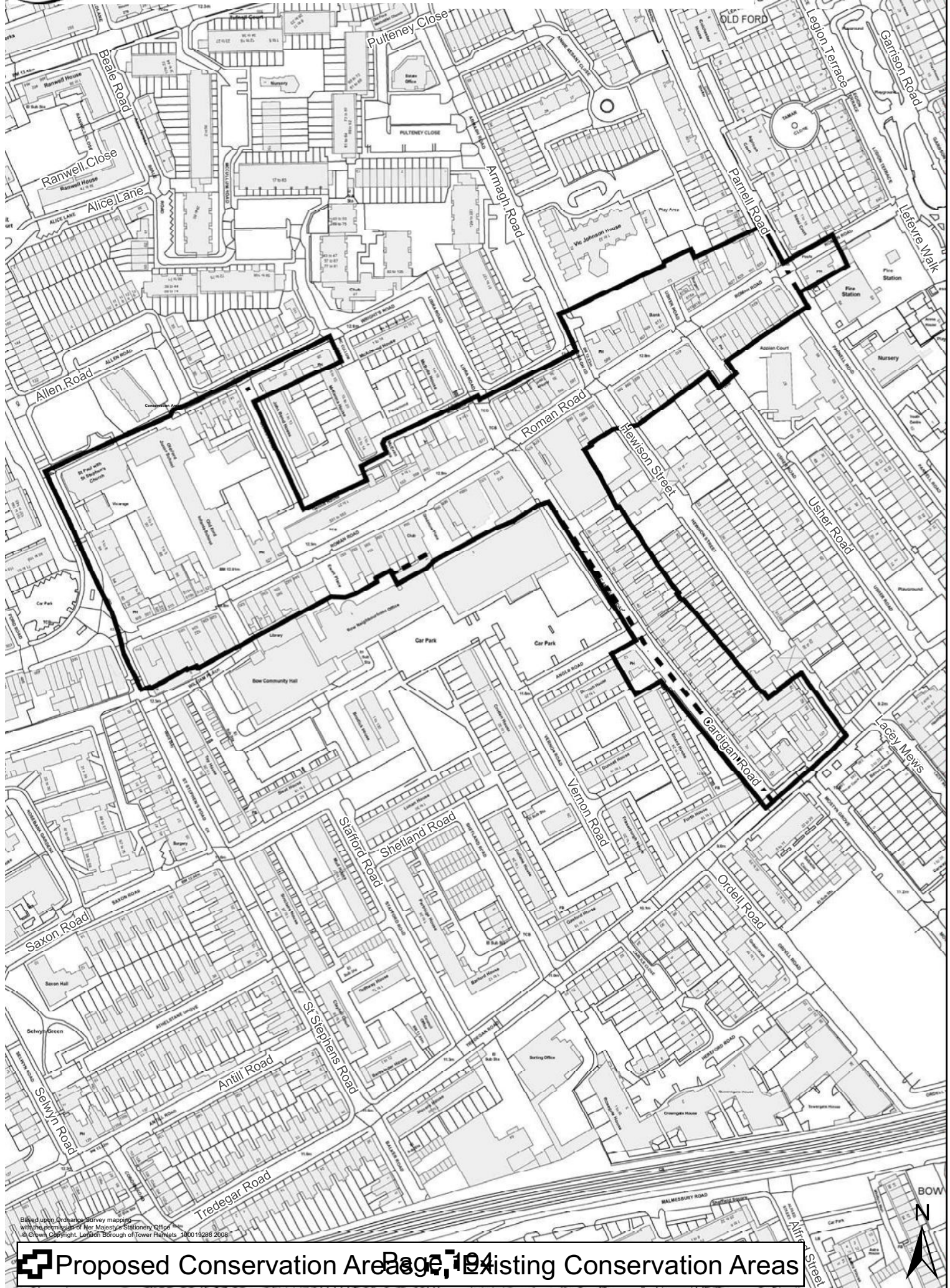
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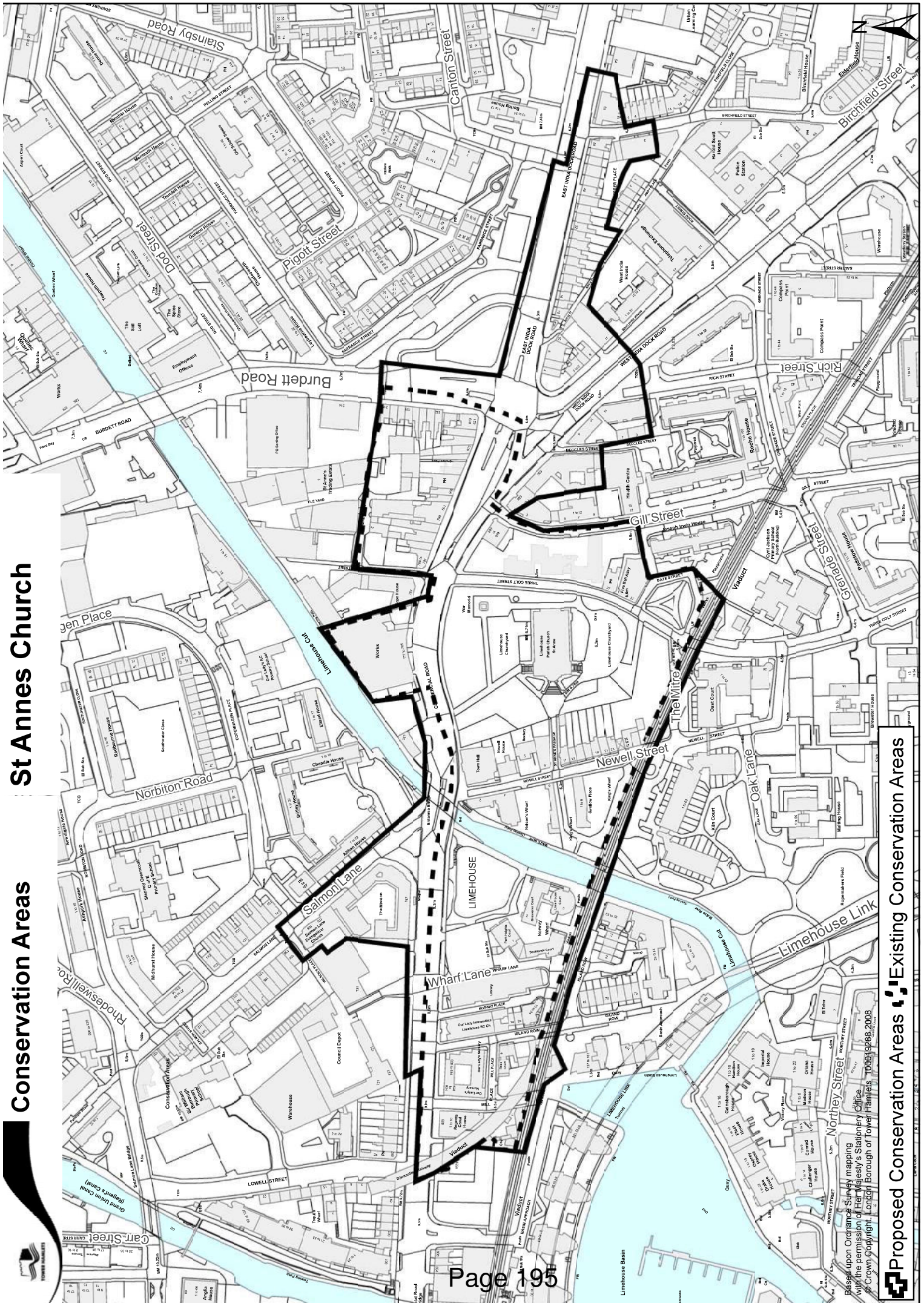


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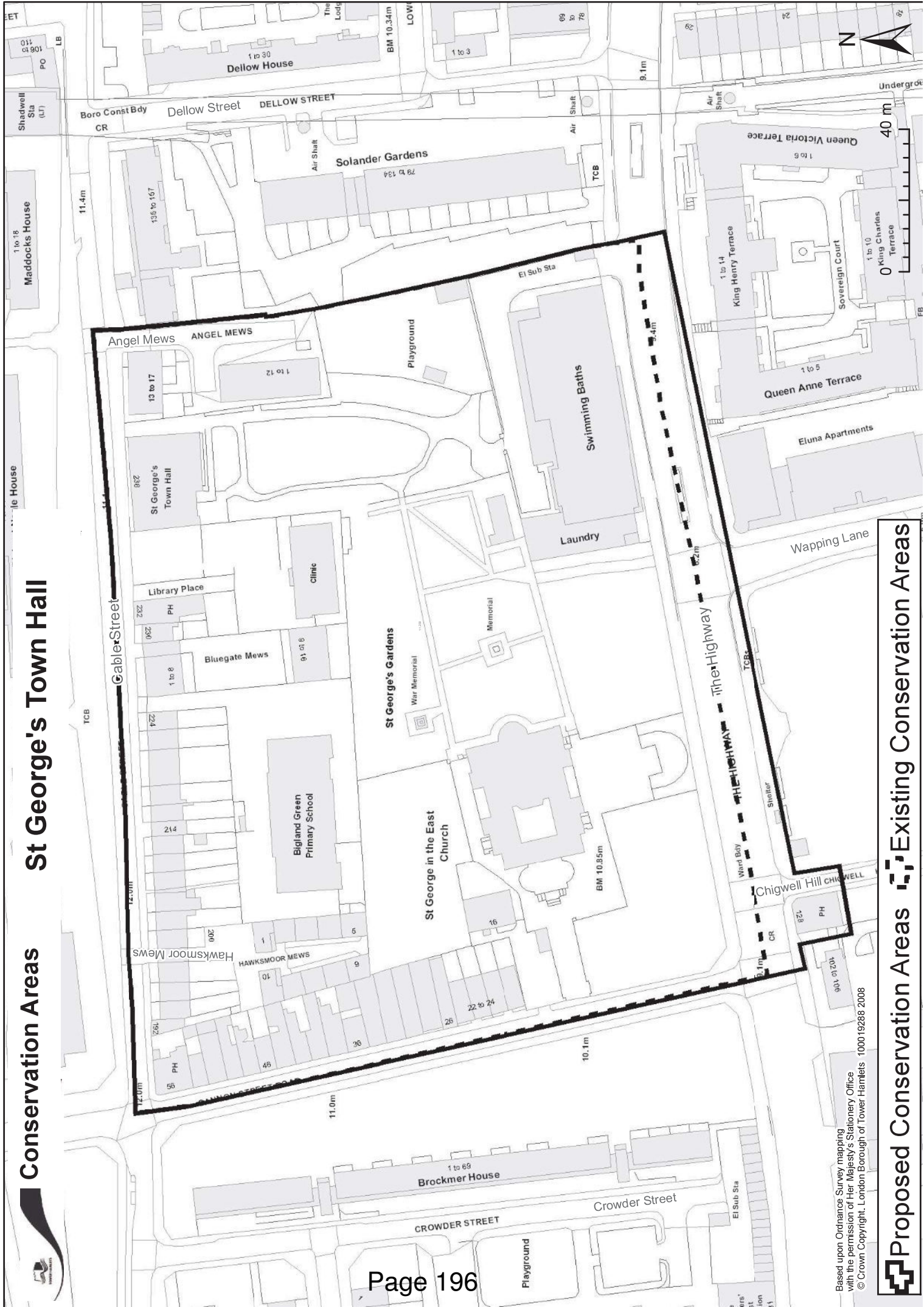


# Conservation Areas

# St Annes Church



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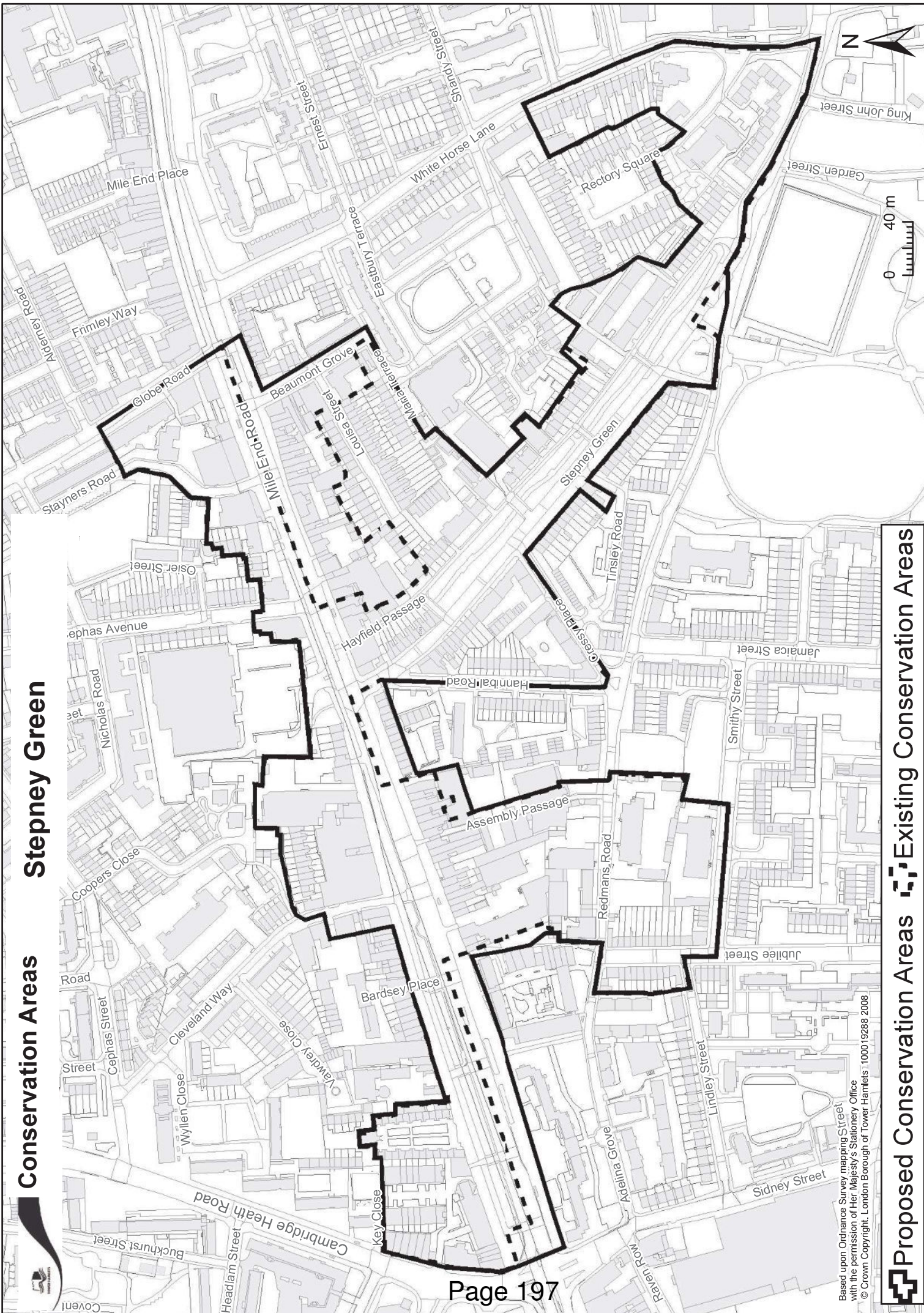


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Proposed Conservation Areas  Existing Conservation Areas

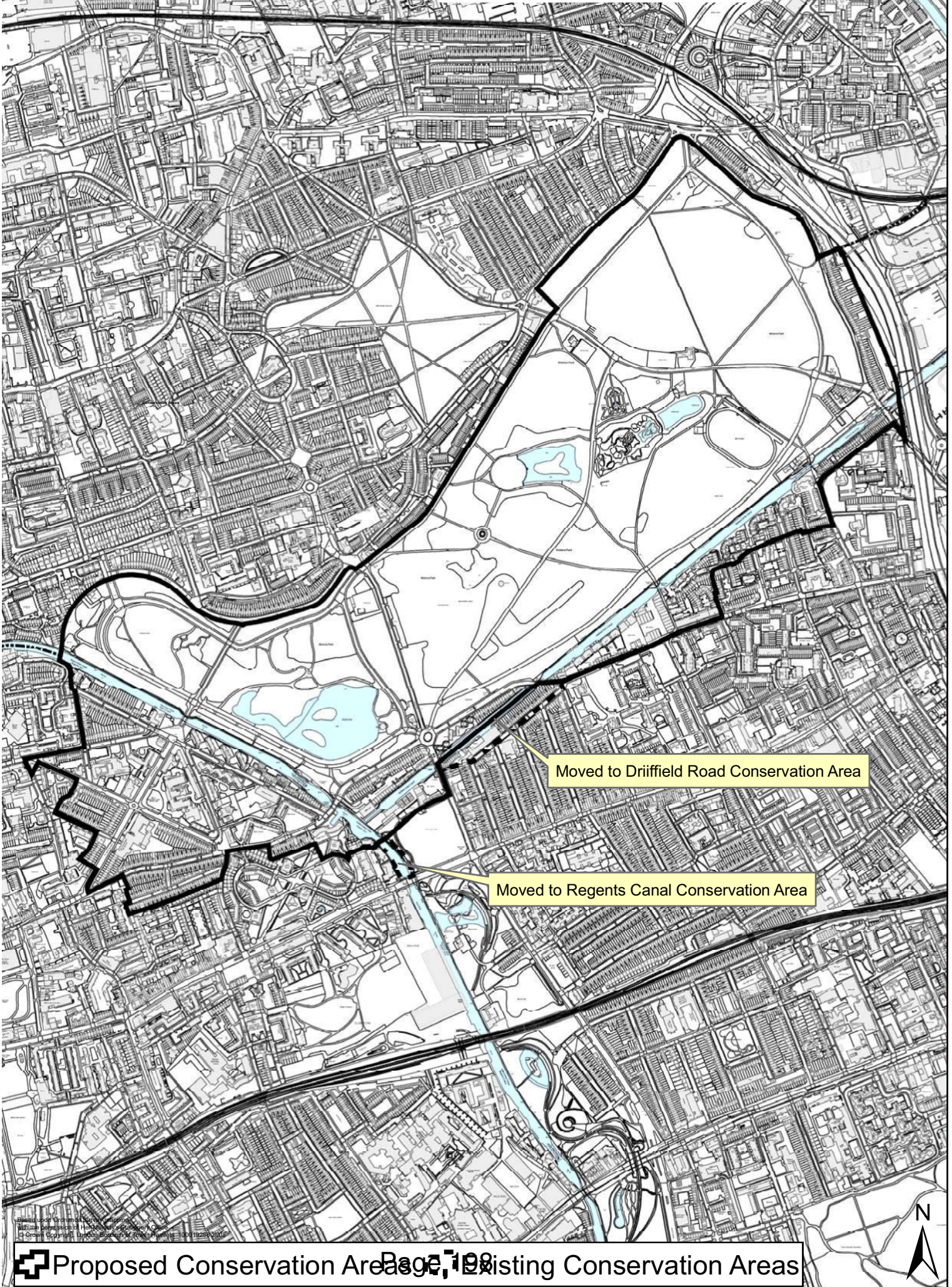
**Conservation Areas**

**Stepney Green**



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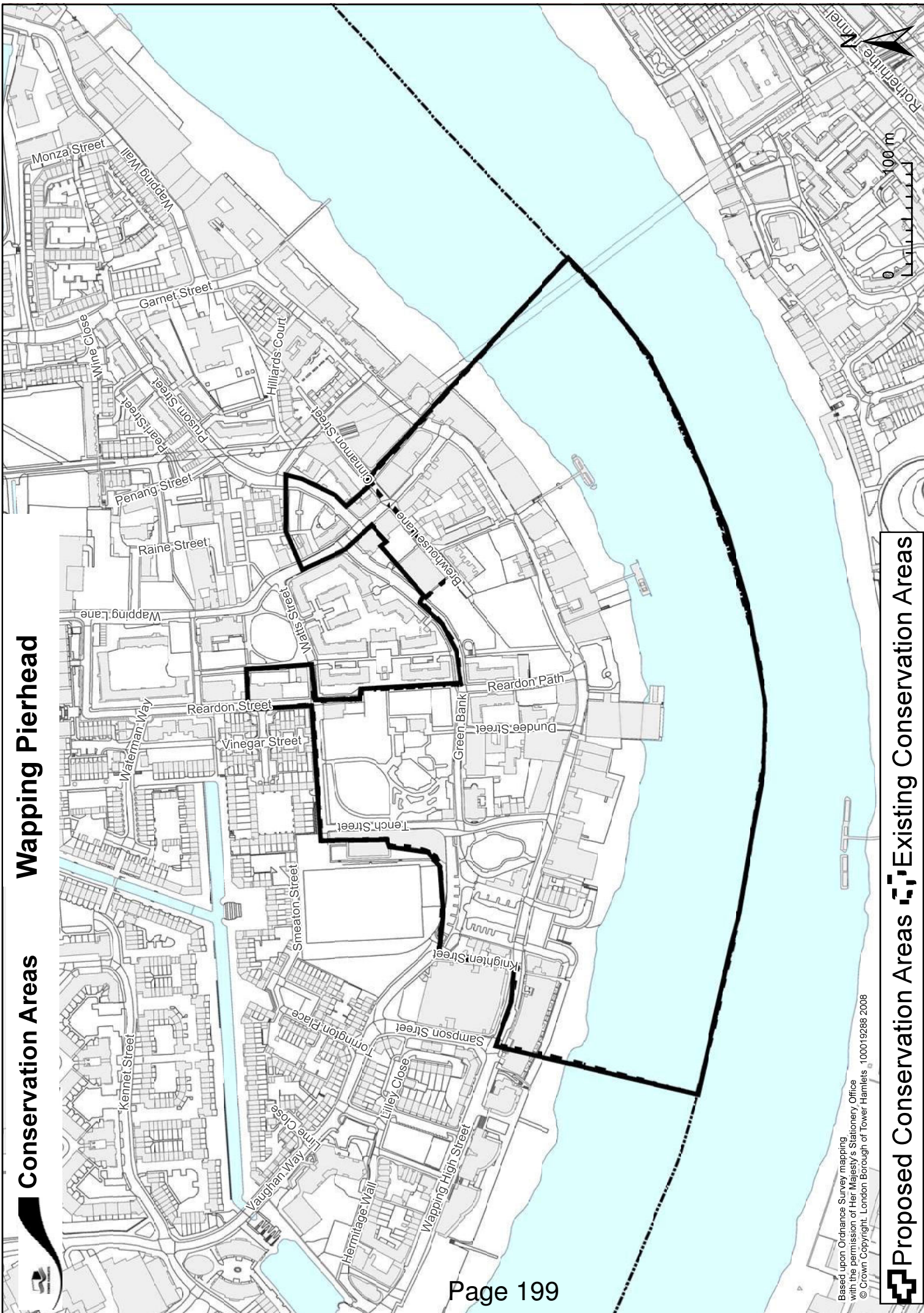
**Proposed Conservation Areas**  **Existing Conservation Areas** 




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# Conservation Areas

# Wapping Pierhead

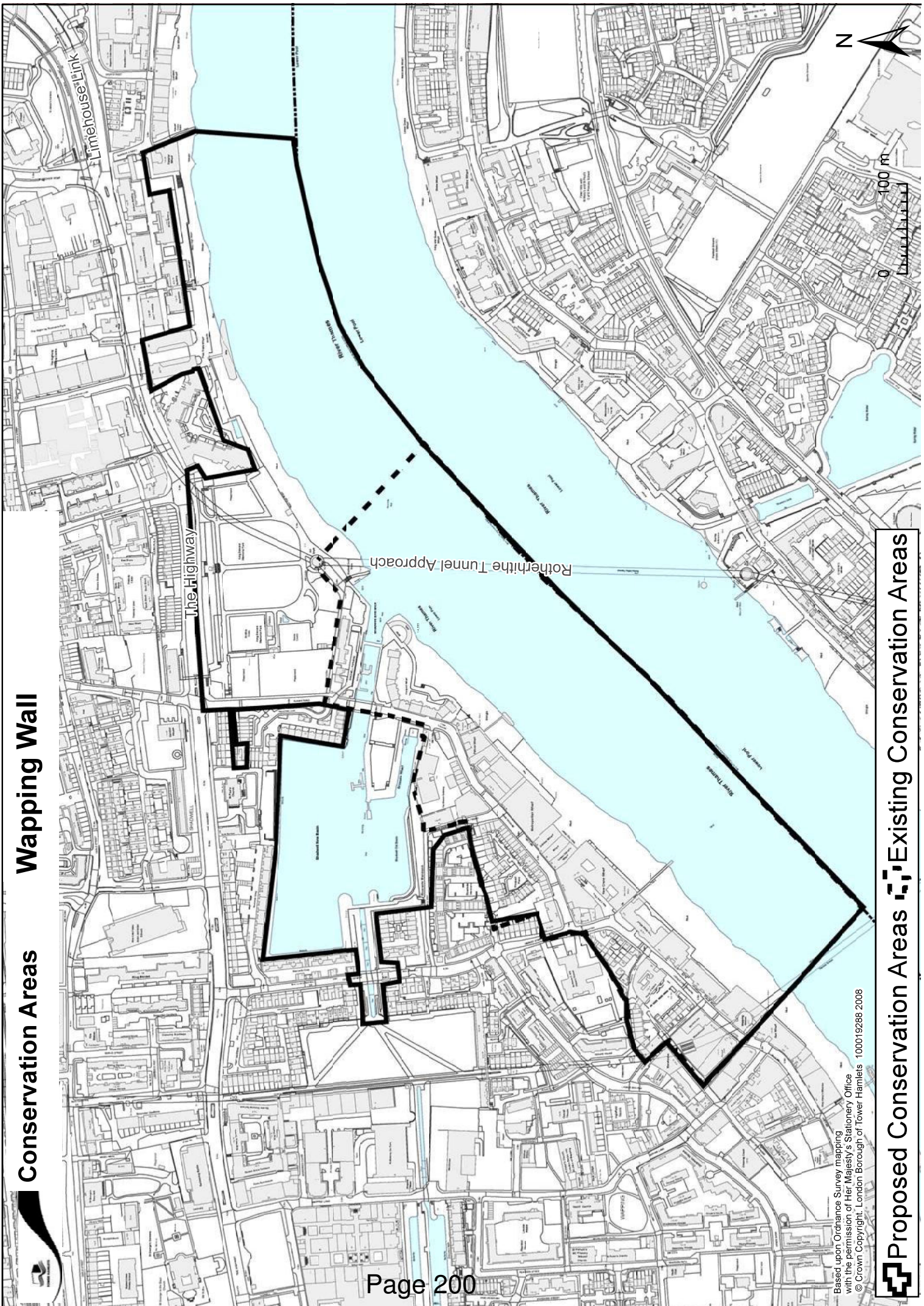


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 **Proposed Conservation Areas**  **Existing Conservation Areas**

**Conservation Areas**

**Wapping Wall**

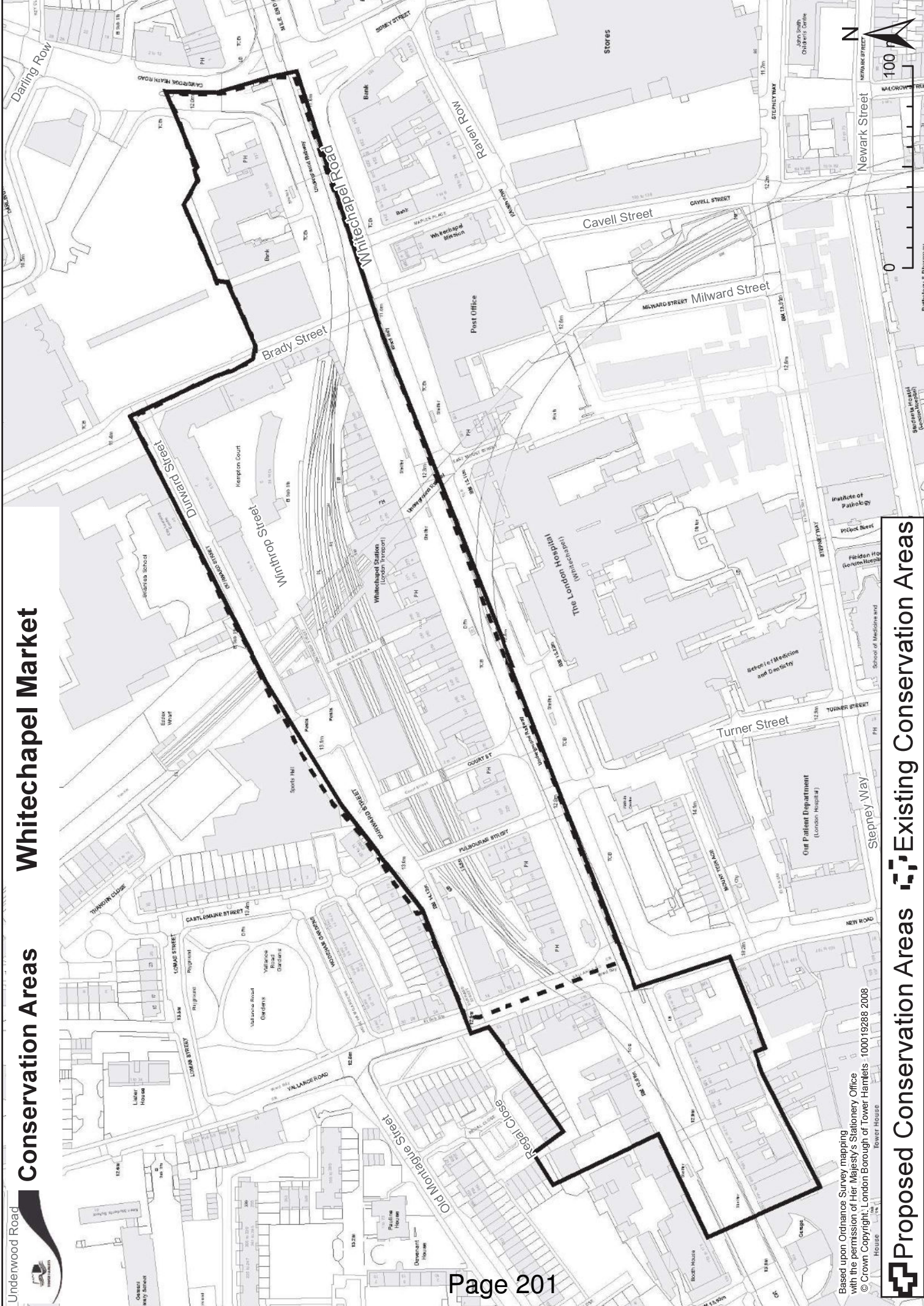


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**Proposed Conservation Areas**  **Existing Conservation Areas**

# Conservation Areas

# Whitechapel Market



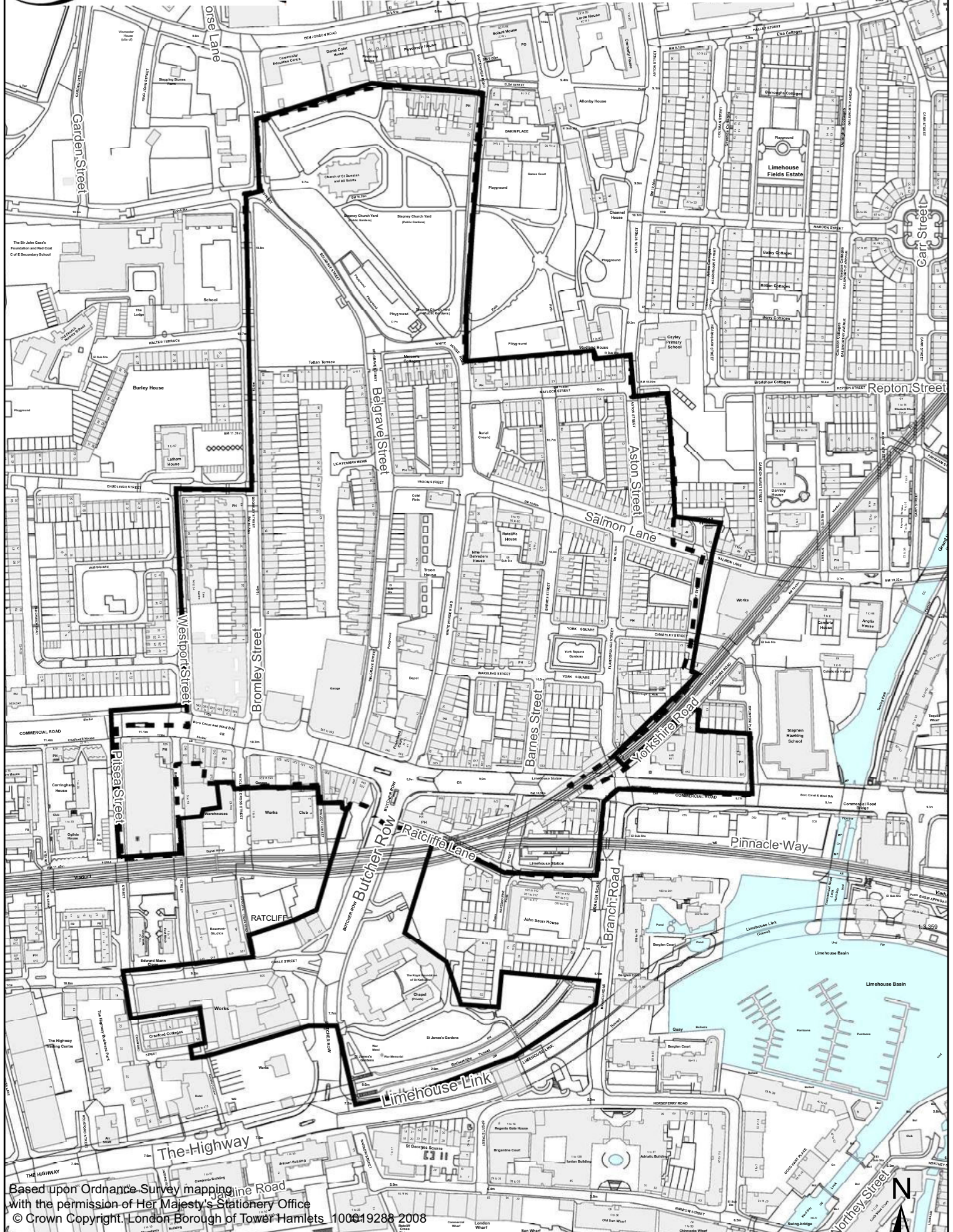
# Proposed Conservation Areas

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# Conservation Areas

# York Square



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Committee <b>Cabinet</b>	Date <b>7<sup>th</sup> May 2008</b>	Classification <b>Unrestricted</b>	Report No.	Agenda Item No
Report of: <b>Corporate Director – Development &amp; Renewal</b>		Title: <b>Whitechapel Centre</b>		
Originating Officer(s): Chris Holme, Service Head Resources		Wards Affected: Whitechapel		

## 1. SUMMARY

- 1.1 This report advises Cabinet of the successful outcome of the application for £1million Community Assets Programme funding, and seeks approval to accept the funding agreement and progress the scheme to support transfer of the Whitechapel Centre to the third sector.
- 1.2 The Council determined in December 2007 to transfer the asset to the Whitechapel Community Trust community interest or charitable company – once established, subject to a successful application for capital funding, and completion of reconfiguration and refurbishment works.

## 2. RECOMMENDATIONS

That Cabinet: -

- 2.1 Note the successful outcome of the Authority's £1 million funding application to the Big Lottery's Community Assets Programme in respect of the Whitechapel Centre and the current position with regard to European Regional Development funding (ERDF) as outlined in paragraphs 4.1 to 4.3.
- 2.2 Adopt a capital estimate of £1.44million for refurbishment and reconfiguration of the Whitechapel Centre, to enable progression of the scheme as outlined in paragraph 4.
- 2.3 Authorise the Corporate Director, Development and Renewal, after consultation with the Lead Member Resources and Performance, to agree the independent members of the Whitechapel Centre management committee as set out in paragraphs 5.5 and 5.6.

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**Local Government Act 1972 (as amended) Section 100D**  
**List of “Background Papers” used in the preparation of this report**

**Brief description of “Background paper”**

**Name and telephone number  
of holder and address where open  
to inspection - Chris Holme x 4987**

CAB(183/034)-Bromley by Bow/ Cityside Single Regeneration Budget Programmes Exit Arrangements –  
Feb 2004  
CAB (085/078) Whitechapel Centre – Dec 2007

### 3. BACKGROUND

- 3.1 The Whitechapel Centre is a former Victorian school building in Myrdle Street E1. It is a grade II listed building with three main floors (plus basement) situated in the close vicinity of Commercial Road.
- 3.2 The Centre was sold to Cityside Regeneration Ltd in 2002, who purchased the property through Single Regeneration Budget (SRB) monies, and converted it into a mixture of workspace areas and community space, using further SRB and other external funding sources. Those works enabled the setting up of a facility for joint affordable workspace and community usage, occupied by businesses and third sector tenants. There are currently 20 lettable units, along with common meeting/ exhibition and activity areas, and a temporary out-building used for local youth provision. A key output of the SRB funding was that it be transferred to a local community trust.
- 3.3 Ownership of the property reverted to the Council on wind up of Cityside Regeneration in 2004, pending disposal in accordance with the SRB requirements. To ensure this was to be progressed freehold transfer back to the Council included a covenant from the London Development Agency, as SRB funders.
- 3.4 The LDA covenant requires the Council to dispose of a long leasehold interest in the Whitechapel Centre to a charitable company or alternative community trust vehicle, and that it continue to be used for the purposes of the SRB approval. Failure to comply with the intention of the covenant is likely to result in claw-back of the SRB investment. The Council determined to transfer the asset in February 2004.
- 3.5 Such a transfer would also be consistent with the recommendations of the Quirk review on the ownership and management of community assets, the key principles of which will, from next year, form a part of the Council's Use of Resources element of the Comprehensive Area Assessment.
- 3.6 Cabinet were last advised of the condition of the building in December 2007. It requires some £700,000 of remedial works, including health and safety improvements, Disability Discrimination Act minimum standard compliance, brickwork repairs, overhaul of external piping and internal refurbishments, just to render it fit for purpose. However this level of investment would not deliver a long-term sustainable facility to transfer as a

community asset in accordance with the Quirk review. This is because the current configuration of the building does not facilitate generation of sufficient rental or other income to cover its proper maintenance and management.

- 3.7 The preferred option was to develop a refurbishment alternative that would reconfigure the building and deliver a 34% increase in useable space, including provision for a greater proportion of affordable workspace.
- 3.8 The works would enable delivery of a sustainable community asset, generating income from increased utilisation and commercial operations to cross- subsidise a range of community activities. In addition the Centre is ideally located to benefit from key services that could be commissioned from mainstream and external funding, and located at the Centre in an area with a relatively low proportion of alternative community assets.
- 3.9 To support the £1.4m scheme, an application for Community Assets programme funding was submitted to the Big Lottery in November 2007. The Big Lottery, in conjunction with the Office for the Third Sector had made £30million available for refurbishment of local authority buildings, enabling their transfer to third sector ownership for wider use by the local community. No single application could be for more than £1million. In the event some 220 applications were submitted to the Big Lottery, totalling over £150million.
- 3.10 Cabinet determined, at its meeting of 7<sup>th</sup> December to:  
Note the position in respect of the Whitechapel Centre and estimated cost of essential remedial works as outlined in the report,
- Note the application for Community Assets Programme funding and the likely residual capital costs to bring the building up to a suitable standard to facilitate transfer of the asset to a third sector organisation
  - Submit a bid to the Council's capital programme to enable adoption of a capital estimate should the Community Assets Fund application be successful
  - Transfer the Whitechapel Centre on a long leasehold to the Whitechapel Community Trust community interest company, when formed, at nil consideration, subject to a successful award of £1million from the Community Assets Fund and delivery of the refurbishment scheme
  - That a further report be submitted after the outcome of the Community Assets Programme application is known to comprise a progress update and, if appropriate outline contingency

proposals in the eventuality that grant support from the Community Assets Fund is unsuccessful.

#### **4. CURRENT POSITION**

- 4.1 The Council has now been informed that it has been successful in its application for £1million Community Assets Programme funding.
- 4.2 Key to the success of the application has been the community centred approach to bring together the key assets of the Centre to deliver priority outcomes for the area, whilst effecting transfer in a properly managed, incremental manner with a programme of capacity building.
- 4.3 Since the last report in December, officers have also submitted an application to the LDA for European Regional Development Funding for up to £500,000. This has successfully passed stage 1 of a two stage assessment process, and final determination is expected during May. Provision has also been made in the Council's capital programme for up to £300,000 over the next two years. In the event that the Council is unsuccessful in securing ERDF, or other external gap funding, provision exists within the Council's community use of buildings budget to support the residual costs of the scheme.
- 4.4 The proposed new Whitechapel Centre aims to work with local partner agencies in the youth, enterprise and employment sectors, offering a coordinated suite of community activities which build on and improve its current community and business usage. These would include;
- Enterprise support programmes supporting growth of local businesses, particularly start-ups, young businesses, women's and social enterprises,
  - Youth work with an emphasis on youth enterprise and employment,
  - A community hub to help tackle worklessness by providing community based information, advice and guidance, building on the successful pilot work developed by the Tower Hamlets Partnership and now seen as a key way forward by the LDA,
  - Improved social facilities to increase more general community activities to increase social capital.
- 4.5 The Whitechapel Centre's prime location, close to the London Hospital development and High Street 2012, together with its mix of youth, community and enterprise activities provides an ideal

opportunity for developing a new community model to harness the opportunities available in terms of support from local entrepreneurs, focusing youth and training activities, and improved community engagement to deliver better employment prospects for the local community.

- 4.6 The refurbishment and reconfiguration scheme will deliver a 34% increase in useable floor space, including 190 sq metres of additional workspace – in a locality where it is accepted there is a shortage of affordable workspace, plus 56 sq metres community/meeting/ training space, better designed to meet the accommodation needs of voluntary and community organisations. Interest has been expressed by a number of established third sector organisations, with track records in areas of employment and enterprise support for space to deliver key activities.
- 4.7 In the meantime officers have continued to engage with representatives of the Whitechapel Community Trust to ensure compliance with the Community Assets Programme, development of a suitable company structure for ownership of the asset and to widen representation of the Trust. Whitechapel Community Trust is the named partner organisation in the Community Assets Programme funding agreement.
- 4.8 Cabinet is asked to adopt a capital estimate of £1.44million to enable progression of the refurbishment and reconfiguration works.

## **5. PARTNER ORGANISATION**

- 5.1 Initial discussions on transfer of the Centre had commenced with representatives of the Whitechapel Community Trust in 2006. During the spring of 2007, the Trust led a consultation event on the future of the Centre, which was attended by a number of local organisations and residents. It was also considered by LAP3 steering group in May 2007.
- 5.2 The organisation was formally incorporated early in 2007. Under its registered Memorandum of Association, the objects of the not-for-profit company are general charitable purposes, focusing on the relief of poverty and unemployment in the area in such ways as may be fit, including the provision affordable workspace for business start up, and the promotion of community cohesion.
- 5.3 Membership of the trust is open to anybody who resides in the Whitechapel ward, or is a tenant of the building. The Trust has

recently advertised in the local press to widen representation from the Whitechapel area.

- 5.4 Current Articles of Association relating to the Trust require one third of the board of trustees to retire from office at each annual general meeting. Transfer of the asset would not take place prior to completion of all refurbishment works scheduled for late 2010, by which time all current trustees are likely to have been required to retire and seek re-election from members. This provides an opportunity to address concerns regarding transparency and governance prior to transfer.
- 5.5 In accordance with the requirements of the Community Assets Programme, a partnership agreement was drawn up between the Council and the Whitechapel Community Trust. As part of that agreement, prior to the granting of a licence to manage the building, the Trust are conditionally required to set up and recruit to a management committee to which the company delegate responsibility for developing and managing the activities of the Property and which will include up to 5 members of the board plus at least 4 independent representatives drawn from the following;
- The London Development Agency
  - The Council
  - The Local Strategic Partnership
  - Tenants of the business units in the Property
  - Organisations that will deliver services at the Property
  - Business representatives
- 5.6 Recruitment to the management committee must be a fair and transparent process, with equal representation of both men and women so far as practically reasonable. The Council must be fully consulted and its agreement obtained. Cabinet's approval is sought to delegate to the Corporate Director, Development and Renewal, after consultation with the Lead Member Resources, to agree the independent members of the management committee.
- 5.7 On granting of the initial license to manage the building, the Trust is also required, as a condition, to utilise specialist support available from the Development Trusts Association. Furthermore it must adopt an equal opportunities policy that will ensure that, while services may be targets on particular sections of the local community (e.g. Bangladeshi women,) equal access to services and facilities provided at the Centre will be available to all members of the local community.

- 5.8 Officers will work with the current Trust to set up the most appropriate organisational structure for future ownership and management of the asset, which will ensure transparency, protection and sustainability of this community asset. This is most likely to be either a charitable company or Community Interest Company, established for the community purposes set out in the application for Community Assets Funding, as outlined in paragraph 4 above.
- 5.9 Community Interest Companies (CICs) are specially regulated companies set up to ensure assets and profits of any business activity are solely for community benefit. The CIC Regulator has a statutory monitoring and enforcement role. Charitable companies are similarly regulated by the Charities Commission.
- 5.10 Both CICs and charitable companies operate within an “asset lock” whereby assets held must be retained and used for community purposes consistent with organisational objectives. This asset lock prohibits companies from distributing assets or profits to members or trustees. Officers will work with the Trust to develop the most effective delivery vehicle structure and governance arrangements.

## **6. OPTIONS APPRAISAL**

- 6.1 As identified in the December report, the current configuration of the Centre is a major impediment to long term sustainability. There is not an appropriate balance of commercial (workspace) area and community areas, and those community areas are not appropriately designed to deliver key activities. Officers’ assessment is that the Centre would struggle to break-even as a community owned asset given the limited rental income generated costs and associated risks of maintaining the facility. In addition there are significant backlog maintenance requirements, totaling some £700,000.
- 6.2 Retention of the Centre will require the minimum £700,000 investment to address backlog maintenance and other issues and is also likely to lead to LDA claw-back of some £1million.
- 6.3 The potential for disposal of the site was outlined in the December 2007 report. The value assigned to disposal would be dependant on usage, and unless undertaken with LDA agreement in accordance with the covenant would incur £1million claw-back of SRB monies. However it could generate a significant capital receipt to invest in the Council’s asset portfolio. It would also mean the potential loss of a key business, youth and community centre, and



its potential to provide an integrated community hub to help tackle worklessness in the area. Disposal to the third sector under any alternative community use scheme would preclude the £1million Big Lottery Fund investment.

- 6.4 Our approach to community use and ownership of assets will be a consideration in future Use of Resources judgements as part of the Comprehensive Area Assessment – to demonstrate that use of buildings delivers better access and outcomes for the community as well as improving value for money. As part of the overall asset management assessment process we will be required to demonstrate that a comprehensive area review, working with other public agencies, and the third sector to identify opportunities for shared use and rationalisation, and alternative options for management and ownership, so as to maximise the community benefit of all public assets.
- 6.5 An area asset review will facilitate the development of a comprehensive, long term strategy, in line with the emerging community plan and local development framework, for investment, disinvestment and ownership across the portfolio to maximise their contribution to priorities, needs and outcomes for local communities. However, in this case would mean the Council would be unable to benefit from the £1million investment offered by the Big Lottery, and still require expenditure on health and safety works.

## **7. RISK MANAGEMENT IMPLICATIONS**

### ***7.1 Project cost overruns.***

- 7.1.1 Rigorous project management arrangements will be required to mitigate risks of project and cost overruns relating to the main capital and maintenance works should CAP funding be agreed. The Council will lead on the contract procurement and project management processes prior to transfer to a third party.

### ***7.2 Failure to secure ERDF funding***

- 7.2.1 The Council has allocated £300,000 from the 2008/9 and 2009/10 capital programme to progress the scheme. Officers are currently exploring a number of alternative funding opportunities to secure the residual gap.

### ***7.3 Revenue trading position***

- 7.3.1 The council has worked with representatives of the trust to deliver a robust business plan for management of the facility. However

effective cost and income management by the Trust will be required to ensure sustainability.

#### **7.4 Pilot project failure**

- 7.4.1 Arrangements will be put in place to ensure that in the eventuality of the Whitechapel Community Trust becoming insolvent that, as far as possible, the financial interests of the Council are protected. This will require appropriate covenants within the lease. This will incorporate appropriate conditions regarding assignment of the lease.

### **8. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)**

- 8.1 Pursuant to Section 2 Local Government Act 2000 the Council has power to do anything which it considers likely to achieve the promotion or improvement of the economic, social or environmental well-being of the area. This can include the incurring of expenditure and giving financial assistance to any person. The proposals are shaped with the improvement of social well-being in mind and fulfil the statutory criterion.
- 8.2 Whilst there are no immediate legal implications arising from this progress report, the legal issues arising as the project progresses will be considered in detail and reported as appropriate.

### **9. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 9.1 The report provides an update in effecting a successful transfer of the Whitechapel Centre as determined by Cabinet in 2004, December.
- 9.2 Authority is sought to adopt a capital estimate for the Whitechapel Centre scheme, funded primarily by the Big Lottery, through the Community Assets Programme. The Community Assets Programme provides an opportunity for significant capital investment, not just to tackle current disrepair but also address the weakness in the building's current configuration that adversely impacts upon its long-term financial viability. Officers have also submitted an application for ERDF support. However if this is not successful there will be a net cost to the Council. In February Cabinet agreed its three year capital programme, which included provision for £300,000 to support this scheme. In the event that the Council is unsuccessful in attracting ERDF or other external gap funding support, provision exists within the community use of buildings budget to support the residual costs.

9.3 Unless Members are minded to dispose of the property then it does require a minimum £700,000 investment in compliance and maintenance works. Disposal would generate a useable capital receipt for investment elsewhere in the Council's asset portfolio; however this would be partially offset by repayment of significant claw-back to the LDA of £1m.

## **10. EQUAL OPPORTUNITIES IMPLICATIONS AND ANTI-POVERTY IMPLICATIONS**

10.1 The project is a BME community-led partnership between the community, voluntary sector providers and the local authority. Members of the local community have played a very active role in developing these proposals, and the clear aims of the new Whitechapel Centre focus on developing a lively hub that links business and the community in growth and prosperity. Fundamental to this is the offer to increase the range of community groups using the Centre and the development of new partnerships to reach the widest range of users. To facilitate this proposed capital works address key accessibility issues.

## **11. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

11.1 The application for Community Assets funding had to have a strong emphasis on environmental sustainability, including consideration of energy efficiency and utilization of environmentally sustainable materials and construction practices. Although this will increase the overall capital development costs, it should deliver longer term revenue savings in addition to environmental benefits.

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# Agenda Item 13.1

<b>COMMITTEE:</b> Cabinet	<b>DATE:</b> 7 May 2008	<b>CLASSIFICATION:</b> Unrestricted	<b>REPORT</b>	<b>AGENDA NO.</b>
<b>REPORT OF:</b> Director of Resources		<b>TITLE:</b> Exercise of Corporate Directors' Discretions		
<b>ORIGINATING OFFICER(S):</b> Jim Ricketts Capital and Investments Manager		<b>Ward(s) affected:</b> ALL		

## 1. SUMMARY

- 1.1. This report sets out the exercise of Corporate Directors' discretions under Financial Regulation B8 which stipulates that such actions be the subject of a noting report to Cabinet if they involve expenditure between £0.100 million and £0.250 million.

## 2. RECOMMENDATIONS

- 2.1 Cabinet is recommended to note the exercise of Corporate Directors' discretions as set out in Appendix 1.

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### LOCAL GOVERNMENT ACT, 1972 (AS AMENDED) SECTION 100D LIST OF BACKGROUND PAPERS USED IN THE PREPARATION OF THIS REPORT

Brief description of "background papers"

Name and telephone number of holder and address where open to inspection

Directorate Submissions

David Lyon Ext. 4684  
Mulberry Place, 4<sup>th</sup> Floor.

### **3. BACKGROUND**

- 3.1 Council adopted the current set of Financial Regulations on 19 May 2004.
- 3.2 Regulation B8 sets out the Cabinet Reporting Thresholds for specific financial transactions.

### **4. FINANCIAL REGULATION B8**

- 4.1 Financial Regulation B8 sets out the reporting thresholds for the following financial transactions: -
  - Virements
  - Capital Estimates
  - Waiving Competition Requirements for Contracts and Orders (Subject to EEC Threshold)
  - Capital Overspends
  - Settlement Of Uninsured Claims
- 4.2 The Regulation stipulates that if the transaction involves a sum in excess of £0.250 million then Cabinet must make the decision.
- 4.3 If it involves a sum of £0.250 million or less Corporate Directors can authorise the transaction under the scheme of delegation.
- 4.4 If however the transaction involves a sum between £0.100 million and £0.250 million it can be authorised by the Corporate Director under the scheme of delegation but must also be the subject of a noting report to the next available Cabinet.
- 4.5 Appendix 1 sets out the exercises of Corporate Directors' discretions, under the stipulations in 4.4 above, that have taken place since the previous Cabinet.

### **5. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 5.1. The comments of the Director of Resources have been incorporated into the individual "Record of Corporate Directors' Actions" maintained by Directorates, which underpin the entries in Appendix 1.

### **6. RISK MANAGEMENT IMPLICATIONS**

- 6.1 The risks associated with each of the Corporate Directors' discretions as set out in Appendix 1 would have been identified and evaluated as an integral part of the process, which lead to the decision.

### **7. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 7.1 The report sets out the individual exercises of Directors' Discretions as required by Financial Regulations.
- 7.2 The legal implications of each of the individual decisions would have been provided as part of the decision making process. These will be recorded on the "Record of Corporate Directors' Actions" maintained by Directorates.

**8. ANTI-POVERTY IMPLICATIONS**

8.1 There are no specific anti poverty implications.

**9. EQUAL OPPORTUNITIES IMPLICATIONS**

9.1 There are no equalities implications.

**10. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

10.1 There are no Sustainable Action for A Greener Environment implications.

**11. APPENDICES**

11.1 Appendix 1: Exercise of Corporate Directors' Discretions under Financial Regulation B8

**Appendix 1:** Exercise of Corporate Directors' Discretions under Financial Regulation B8

Corporate Director	Amount	Description of Exercise of Discretion	Justification for Action	Contact
Corporate Director – Development and Renewal	£130,000	To waive the requirement under procurement procedure rules to seek competitive offers and purchase an appropriate computer system for supporting the effective management of the Council's asset portfolio	<p>Following assessment by a corporate working group it was proposed to commission particular systems for the following key reasons:</p> <p>The system is used by a number of beacon local authorities.</p> <p>It is already operated within the Children's Services Directorate and so will ensure integration with the Corporate Property and Asset Management system.</p> <p>The system currently provides all statutory returns to the DCSF. Its expansion will facilitate a consistent approach to data management and system development within the Authority, and will concur with the ICT Strategy to consolidation</p>	Rachel Murphy Project Manager, Property and Asset Management Extension 3478



			software suppliers. This in turn will reduce the costs of support.	
Corporate Director – Development and Renewal	£150,000	To award a contract for the checking of structural details on Building Regulations applications for projects with an estimated cost of less than £20 million. Note: Further information is provided, and approval for the award of a separate contract for applications for projects with an estimated cost of greater than £20 million is sought, in a separate report on this agenda (see “The Provision of Structural Checking Consultancy Services for Building Control”).	The contract was tendered and let in accordance with European regulations, with the necessity for the contract to come into effect on 14 April 2008. The cost of the contract is fully recovered from the corresponding Building Regulation application fee.	Mike Windley, Team Leader, Building Control Extension 5235
Corporate Director (Children’s Services)	£150,000	To invite tenders from Exor list and other companies with known capacity, to provide temporary accommodation at Manorfield primary school.	The works relate to increasing places at the school and the temporary accommodation is required to be place before building work commences to enable a smooth transition for the school.	Kate Bingham Head of Children’s Services Finance Ext 4960

Corporate Director (Children's Services)	£245,000	To adopt a global capital estimate for the purchase of High Definition Video conferencing facilities at a number of secondary schools and the TH College.	In order to meet the planned installation programme for secondary schools, orders need to be placed in advance of the Capital Programme Report to Cabinet.	Kate Bingham Head of Children's Services Finance Ext 4960
Corporate Director (Children's Services)	£215,000	To adopt a capital estimate to create a new boundary to the Bonner school site.	The enhanced quality boundary fence has now received planning approval.	Kate Bingham Head of Children's Services Finance Ext 4960
Corporate Director (Children's Services)	£200,000	To issue a Service Level Agreement to St Hilda's Community Centre to provide family support staff and crèche services for Little Oaks Children Centre until March 2011.	No alternative spaces or Ofsted registered providers within the immediate area of the main site of the Children's Centre.	Kate Bingham Head of Children's Services Finance Ext 4960

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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