

Cabinet

Tuesday 17 December 2019

4.00 pm

Ground Floor Meeting Rooms, 160 Tooley Street, London SE1 2QH

Appendices

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Item No.	Title	Page No.
8.	School Standards Yearly Report To note the 'Best start in life – Southwark school standards report 2018-19'. Appendix 1	1 - 49
11.	Leathermarket Grant Agreement To approve the overarching grant agreement with Leathermarket Community Benefit Society (CBS) to deliver 161 council homes and also approve the project grant agreement for the delivery of individual projects outlined in the overarching grant agreement. Appendices 1-4	50 - 113
15.	Tree Management Policy (2020-2025) To approve the Southwark Tree Management Policy following consultation held between 6 August 2019 and 27 September 2019. Appendices 1-2	114 - 212

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Foreword

It is with great pleasure and pride in everyone involved in Southwark's schools that I introduce this report into standards of education in this great borough.

This is the sixth annual schools standards report, and we are at 93% "good" or "outstanding" - the strongest position that we have ever been in and well above the national average.

In Southwark, brilliant schools give children and young people the great start in life they deserve.

The Best Start in Life Southwark Standards Report 2018/19 gives us a very clear summary of pupil and student outcomes from foundation stage right through to key stage five (A Levels). And the picture is positive.

Following significant capital investment in schools, children in this borough are taught in buildings that are light, bright and where they can flourish.

A greater percentage of Southwark children achieved a good level of development in early years compared to the rest of London and nationally.

At GCSE, the attainment and progress 8 scores for students exceeded the national and London averages. We have maintained or improved on our high standards at every key stage and continue to close the gap to London. On Phonics we are at 84%, which is above national and on par with other London authorities. At key stage one, we are 3% off the highest London target, 1% for writing and 2% for maths. At key stage 2 we are at 68% and London is at 69%.

In short Southwark pupils are doing brilliantly compared to pupils in boroughs with greater social advantages.

By the time pupils get to GCSE and A Levels, the opportunities and experience they encounter at secondary school culminate in good results, opening greater opportunities for young people to decide their next steps in life.

We want all students to get the start that they need to meet their dreams, whichever path they choose. We are pleased to be working with all our schools to this end.

Our children with special educational needs and/or disabilities continue to improve their education, as evidenced in our recent SEND review and educational outcomes.

This year we have increased our in-borough offer for children and young people with special education needs by developing more specialist schools. We have also built opportunities in mainstream schools for all special needs, including autism (which is our fastest growing special need).

Only one year ago, our schools told us that wellbeing and good mental health were top priorities. I am very proud to see evidence that the council's ambition to prioritise children and young people's good mental health is reflected in our schools.

This year this council put £2m into schools mental health prevention, which includes leading a mentally healthy schools programme with targeted grants to schools from the new fund, to support engagement with pupils and service provision where young people are. There are trained people to help with mental health first aid training for school staff. At the time of writing we have confirmed 50 school representatives, and 40 schools have identified their areas of extra need. Existing healthy school champions have agreed to become mental health champions.

The report also shines a spotlight on off-rolling and school exclusions. The council takes this issue extremely seriously. On a practical level, work is being carried out with our primary and secondary schools to fully understand the issues behind every school exclusion. On a wider strategic level, the council is working with head teachers on a conference to take place in the New Year to agree an effective approach to tackle off-rolling and school exclusions so that no pupil gets left behind.

The Southwark standards report is a snapshot of our schools. It gives a robust starting point for discussion and will help us drive innovation, collaboration and challenge. This overview is especially useful to school leaders, including governors, to help them see where they sit in the wider context of attainment, progress and improvement.

This report highlights another set of outstanding results that continue a trend of improvement in Southwark. Teachers, students and of course parents should be proud of themselves for the improving results, especially while the examination system continues to change.

Councillor Jasmine Ali
Cabinet Member for Children, Schools and Adult Care

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Setting the Context

Southwark's population is very diverse. According to the Office for National Statistics mid-year resident population estimates, 2016, 16% of Southwark's population is between 5- 19 years of age.

In 2018, the all-age Southwark population was estimated to be 37% BAME (black, asian or minority ethnic)¹.

66% of the under-20 population is from black and minority ethnic communities. Of this, the largest group, 22%, are Black African, 18% Black Other and 6% Black Caribbean. 6% are Other Asian, 2% Chinese, 2% Bangladeshi, 2% Indian and 1% Pakistani. 9% of 0- 15 year olds were born outside the UK.²

At the start of the academic year, 2018-19, Southwark's state- funded schools served 43,606 Southwark pupils³. According to the January 2019 School and Alternative Provision (AP) Census, 40% of our pupils are eligible for the pupil premium⁴.

(Correct at end of academic year, 2018-19)

Phase	Total Number of schools	Number of community, foundation or voluntary-aided schools	Number of Academies	Number of Free Schools
Nursery	5	5	0	0
Primary	74	60	8	6
Secondary	18	3	13	2
All-through	1	0	1	0
Special	7	5	2	0
Pupil Referral Unit	1 (places commissioned by the Local Authority)	0	0	0
Hospital Schools	2	0	0	0

Number and types of schools in Southwark, sourced from DfE website <https://get-information-schools.service.gov.uk/>

Community, Foundation and Voluntary- Aided Schools

The funding for these schools comes from central government, via the Local Authority. They are maintained by the Local Authority and follow the national curriculum.

Academies and Free Schools

These are state funded schools which are not required by law to follow the national curriculum and are able to set their own term times. They are required to adhere to the same admissions regulations, special educational needs provisions, exclusions and safeguarding parameters as all schools. Academies and free schools receive funding directly from central government, not from the Local Authority.

The Harris Federation have four secondary and three primary schools (two of which are free schools) in Southwark; Ark have two secondary schools and one all through school; City of London have one secondary and two primary schools (one of which is a free school); Communitas Education Trust comprises three primary schools (one of which is a free school); Dulwich Hamlet Educational Trust have two primary schools (one of which is a free school); and The Charter School has two secondary schools (one of which is a free school).

¹ Percentage of BAME – all ages Southwark population sourced from Office for National Statistics, Annual Population Survey

² Southwark population data is taken from Community Action Southwark's 'Demographic Data for Southwark from the 2011 Census'

³ Details includes hospital schools. Sourced from DfE publication: - Schools, pupils and their characteristics: January 2019. <https://www.gov.uk/government/statistics/schools-pupils-and-their-characteristics-january-2019>

⁴ Pupil premium figure sourced from DfE publication <https://www.gov.uk/government/publications/pupil-premium-allocations-and-conditions-of-grant-2019-to-2020>

Guide to Assessments and Examinations

- **Early Years Foundation Stage (EYFS)** (typically aged 5) - At this stage, children are assessed by their class teacher to determine if they have reached *a good level of development* for their age in the areas of communication and language, physical development, personal, social and emotional development and basic literacy and mathematics.
- **Phonics screening: Years 1 and 2** (typically aged 6) - This national assessment confirms whether children have learnt phonic decoding to an appropriate standard – i.e. they are able to translate sounds into the written word.
- **Key Stage 1: Year 2** (typically aged 7) - Statutory teacher assessments take place at the end of year 2. Children are assessed through work set by their teacher in reading, writing, mathematics and science. They also take tests in reading and mathematics which inform the final teacher assessment. An optional test in grammar, punctuation and spelling (GPS) is available to support teacher assessment.
- **Key Stage 2: Year 6** (typically aged 11) - As with KS1, statutory teacher assessments and tests also take place at the end of year 6. Writing is formally assessed by the teacher but there are formal, external national tests in reading, mathematics and grammar, punctuation and spelling (GPS).
- **Key Stage 4: Year 11** (typically aged 16) - From 2016, the old threshold measure of 5 or more GCSEs and equivalent including English and mathematics was replaced by a new measure based upon point scores across 8 subjects. The previous grading system of A*-G has been replaced with a new grading scale of 9 to 1 with 9 as the top grade. The last few subjects to be reformed will be examined for the first time in summer 2020 including ancient languages and a few modern foreign languages like Arabic, Japanese and Polish.
- **Key Stage 5, A Level: Year 13** (typically aged 18) - Young people who choose to follow an academic route after their GCSEs will ordinarily study for Advanced levels. They will usually specialise in three subjects and are examined at the end of the two year sixth form course. The last few subjects to be reformed will be examined for the first time in summer 2020 including ancient Hebrew and Portuguese.

NOTE: Other than for Early Years Foundation Stage, the results for 2019 within this report are provisional results only and not yet validated. Validated results are provided by the DfE in December (for primary phase) and January (for secondary phase) of each year. Results in this report are correct as at time of going to print. Results for 2019 will not be updated until the following year.

Executive Summary

Overall, we have maintained, and/ or improved on our high standards, narrowing the gap between our performance and that of London. Southwark consistently performs well-above the national performance measures year after year.

- Overlaying these results has been a significant improvement in the number of schools being judged as Good or Outstanding by Ofsted. At the end of academic year 2018-19, 93% of Southwark schools reached this standard. This is the highest percentage of schools at this rating that Southwark has seen, putting us equal to London and six percentage points above national.
- We are proud of the upward trend of improving outcomes at the end of reception. When compared with the latest national and London results in Early Years Foundation Stage, Southwark has performed consistently well. For the last seven, and previous six, years, when compared against national and London results respectively in Early Years Foundation Stage, Southwark has consistently outperformed both across the years. We remain in the top quartile for the key measure of percentage of children achieving a good level of development.
- In 2018-19, we moved from the second to the top quartile for year 2 Phonics, putting Southwark above national and London averages for 2019.
- Key Stage 1 expected standard performance shows that Southwark is in line with London and above national performance for writing, mathematics and science.
- For reading at Key Stage 1, outcomes in Southwark schools continued to be above London and national and have remained in this position since 2017.
- In all three subjects (reading, writing and mathematics) at Key Stage 1, greater depth has been at or above the national average.
- At the expected standard in reading, writing and mathematics at Key Stage 1, Southwark is in the top quartile. For science, it is in the second quartile.
- At Greater Depth, Southwark is in the top quartile for Key Stage 1 writing and in the second quartile for reading and mathematics.
- At Key Stage 2 expected standard, we have been above national levels of performance in all subjects for three years.
- Southwark's schools have narrowed the gap between Southwark and London at Key Stage 2 in reading, Grammar, Punctuation and Spelling (GPS) and writing.
- At the expected standard in Key Stage 2, Southwark is in the top quartile for Grammar, Spelling and Punctuation (GPS), writing, and combined reading, writing, mathematics (RWM). It is in the second quartile for the separate subjects of reading, mathematics and science.
- At Greater Depth/ Higher Standard, Southwark is in the top quartile for GPS, writing and mathematics, and in the second quartile for reading.
- At Greater Depth/ Higher Standard at Key Stage 2 we are equal to national in reading, above in GPS, mathematics, writing and the combined RWM.

- For the last two years, Progress at Key Stage 2 in all subjects has been well above national and generally in line with the London average.
- In the Key Stage 4 Progress 8 performance measure, Southwark has been above both national and London averages for three consecutive years.
- In the Key Stage 4 performance measure of Attainment 8, for the past three years Southwark has been above the national average.
- At Key Stage 5, 26.7% of Southwark's A-Level entries achieved the highest possible grade of A*-A in 2019.



Section 1: Attainment



1.1 Early Years Foundation Stage

Key Points

- The key focus in 2018-2019 was on ensuring Ofsted outcomes for school-based Early Years provision continued to improve. At the end of the academic year in 2018, 95.5% of this provision was rated “Good” or “Outstanding” by Ofsted. By the end of the academic year in 2019, this had increased to 98%: a clear result of the development in quality of school-based Early Years provision in Southwark.
- For the past seven years, Southwark has been above national performance in Good Level of Development (GLD) at Early Years.
- For six years out of seven, Southwark GLD has been above London.
- There was a slight dip in outcomes at the end of the Foundation Stage in 2018- 2019, despite the breadth and quality of opportunities available to young children. This is a sign of the challenges facing schools, who have increasing numbers of children starting their education journey with a range of social, emotional and economic challenges and who do not have age appropriate skills in place.

Narrowing the gaps

- The attainment of 'vulnerable groups' of children at Early Years Foundation Stage largely shows improvements since last year, with gaps in results narrowing between such children and their counterparts.
- 61.7% of children identified as eligible for free school meals achieved the GLD in 2019 – narrowing the gap in performance with children not eligible for free school meals from 10.8 percentage points gap in 2018 to 8.9 percentage points gap in 2019.
- In summer, 2019, the difference between girls and boys achieving the GLD was 12.7 percentage points in favour of girls, unchanged from the previous year. This is less than the national gender gap of 12.9 percentage points. In Southwark the percentage of boys achieving the GLD has risen by 4.7 percentage points since 2015.
- The percentage of children defined as disadvantaged, who achieved a GLD, increased almost half a percentage point, from 66.9% in 2018 to 67.3% in 2019. Compared to their non-disadvantaged peers, the gap in performance between these two cohorts narrowed from 10.5 percentage points in 2018 to 8.7 percentage points in 2019.
- In 2019, the difference between children with English as an additional language and those with English as a first language achieving the GLD, compared to the previous year, remained less than 5 percentage points at 4.8 percentage points.

Pupils achieving a Good Level of Development (GLD)

	2015	2016	2017	2018	2019
Southwark	70.6%	72.1%	73.4%	75.2%	74.1%
London	68.1%	71.2%	73.0%	73.8%	74.1%
National	66.3%	69.3%	70.7%	71.5%	71.8%

Early Years improvement in Southwark is driven by Foundation Stage leaders and teachers, the Southwark Early Years team and those working in partnership with both in the Early Years Champions programme.

Strong pedagogy and the ability to effectively articulate the impact of provision on improving outcomes for children are essential skills for leaders. One of the aims of the Champions programme has been to provide opportunities for peer to peer support and the development of the skills and confidence of leaders in preparation for the challenges of inspection.

The rise in the high level of inspection outcomes is a reflection of the rapid progress that children make during their time in the Foundation Stage as well as the impact of collaborative working.

Priorities for Improvement: Early Years

- To continue the drive for improving outcomes by providing continued support for leaders through the Early Years Consultants and Champions programme and creating accessible CPD

opportunities for teachers and support staff.

- In order to continue to diminish the differences between key groups and ensure children have the necessary skills in place to succeed we will maintain the focus on achievement for all children in personal, social and emotional development and communication and language.

1.2 Phonics Screening Check at Years 1 and 2 (Provisional)

Key Points

Year 1 Pupils

- For 2019, Southwark's performance was once again higher than the national average and remained in the top quartile, which has been the case for over five years.
- Nationally, Southwark ranked joint 21st: an improvement of four places (joint 25th in 2018).
- For the third consecutive year, the Local Authority's results were in line with those for London. This is an impressive achievement and is the result of high- quality teaching as well as the rigour of leaders in targeting and providing additional support for those pupils identified as in need.

Year 1 Phonics Screening Check

	2015	2016	2017	2018	2019
Southwark	81%	82%	84%	85%	84%
London	80%	83%	84%	85%	84%
National	77%	81%	81%	82%	82%

See Appendix 1 for cohort characteristics analysis.

End of Year 2*

- 92% of pupils in Southwark met the required phonics standard by the end of year 2, an improvement of 2 percentage points over five years and showing stability unmatched by national and London performance, both of which dropped by one percentage point.
- Southwark was in the top quartile and ranked joint 38th for children meeting the required phonic standard by the end of year 2 (from being ranked joint 52nd and in the second quartile in the previous year: an improvement of 14 places).

	2015	2016	2017	2018	2019
Southwark	90%	91%	92%	92%	92%
London	91%	92%	92%	93%	92%
National	90%	91%	92%	92%	91%

* Consists of all Year 2 pupils who were screened in Year 1 and met the required phonics standard, plus any pupils in Year 2 who were re-screened or screened for the first time.

1.3 Key Stage 1 (Year 2) Teacher Assessment (Provisional)

Key Points

- Our performance, as compared to national, at both the expected and greater depth standards is exceptionally good, generally outperforming national performance in all Key Stage 1 (KS1) subjects and maintaining the high standards of previous years.
- Key Stage 1 outcomes are also now in line with London in all subjects at the expected standard, with the exception of reading, which is above London for the third consecutive year.
- In 2019, we maintained a 4 percentage point lead over national for reading and writing at the expected standard, and a 2 percentage point lead for mathematics.
- Compared to all other Local Authorities in England, for more than three consecutive years, Southwark remained in the top quartile for reading, writing and mathematics at the expected standard.
- At the expected standard, we ranked joint 11th for reading (an improvement of 6 places from 2018); joint 22nd for writing; joint 29th for mathematics (an improvement of 3 places 2018); and although Southwark remains in the second quartile for science, the LA climbed 23 places from 2018, which reflects the increased attention schools are paying to broaden their curriculum offer.
- At the greater depth of performance, Southwark exceeded national outcomes for writing and mathematics and was in line with national for reading.
- The LA remained in the top quartile for writing and in the second quartile for mathematics and reading at Key Stage 1 greater depth.

Working at the Expected Standard at Key Stage 1 (KS1)

	Reading			Writing			Mathematics			Science		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	79%	79%	79%	73%	74%	73%	78%	78%	78%	83%	82%	83%
London	78%	78%	77%	72%	73%	73%	78%	79%	78%	84%	84%	83%
National	76%	75%	75%	68%	70%	69%	75%	76%	76%	83%	83%	82%

Working at Greater Depth at KS1

	Reading			Writing			Mathematics		
	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	26%	26%	25%	16%	18%	17%	23%	24%	23%
London	27%	28%	28%	18%	19%	18%	24%	25%	25%
National	25%	26%	25%	16%	16%	15%	21%	22%	22%

See Appendix 2 for KS1 cohort characteristics analysis.

Priorities for Improvement at Greater Depth at KS1

- To continue to be at or above national and match or exceed London's performance.
- To identify and target the small number of schools who have been underperforming compared to other schools locally.
- To continue to narrow the gap between London and Southwark so that more schools are at the London average in all subjects.

1.4 Key Stage 2 (Year 6) SATs (Provisional)

Children's attainment at Key Stage 2 is measured by Standard Assessment Test (SAT) and Teacher Assessment (TA), depending on the subject.

Working at the Expected Standard at Key Stage 2

Key Points

- Since the introduction of the revised Key Stage 2 assessment (2016), we have shown substantial improvement over time and Southwark schools are performing well.
- With the exceptions of reading, and combined Reading, Writing and Mathematics (RWM), KS2 results for Southwark schools largely reflect improved or maintained performance on the 2018 outcomes. At expected standard, there was a decline of 2 percentage points in reading. However, this was lower than the decline reported both nationally and across London of 3 percentage points. For Key Stage 2 (KS2) combined RWM, there was a slight decline of one percentage point: a pattern replicated at the London average.
- At the expected standard, pupils improved by 1 percentage point in each of GPS and writing, whilst performance was maintained in mathematics and science.
- At Greater Depth / Higher Standard, Southwark schools performed better than schools nationally, apart from reading where results were in line with the national picture.

- When compared to 2018's national and London performance, Southwark has improved or maintained its good performance in writing and GPS.
- With Science, we have mirrored the stability of both national and London

Standard Assessment Test (SAT) Results

GPS= Grammar Punctuation & Spelling RWM = Reading Writing Mathematics Combined

Showing the % of pupils working at the expected standard

	Reading (test)			GPS (test)			Mathematics (test)			RWM (test & TA)		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	73%	77%	75%	81%	80%	81%	79%	80%	80%	64%	69%	68%
London	75%	79%	76%	83%	83%	82%	81%	81%	82%	67%	70%	69%
National	72%	76%	73%	78%	78%	78%	75%	76%	79%	62%	65%	65%

Teacher Assessments

Showing the % of pupils working at the expected standard

	Writing (TA)			Science (TA)		
	2017	2018	2019	2017	2018	2019
Southwark	78%	80%	81%	83%	84%	84%
London	81%	82%	81%	85%	85%	85%
National	77%	79%	78%	82%	83%	83%

- This year, the performance of Southwark pupils in writing was in line with London averages, closing the gap from a two percentage point deficit reported in the previous year. Successful moderation of KS2 writing in June 2019 by STA trained moderators demonstrates that new higher writing expectations are widely understood across the LA and the curriculum in schools is supporting achievement at a higher level.

Working at a Higher Standard and Greater Depth at KS2

- Southwark's performance at a higher standard or greater depth was either equal to or outperformed national averages in 2019 in all subjects.

Standard Assessment Test (SAT) Results

Showing the % of pupils working at a higher standard and greater depth

	Reading (test)			GPS (test)			Mathematics (test)			RWM (test & TA)		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	24%	29%	27%	35%	40%	40%	23%	27%	29%	9%	12%	12%
London	27%	31%	30%	40%	44%	45%	30%	31%	34%	11%	13%	14%
National	25%	28%	27%	31%	35%	36%	23%	24%	27%	9%	10%	10%

Teacher Assessments

Showing the % of pupils working at a higher standard and greater depth

	Writing (TA)		
	2017	2018	2019
Southwark	19%	22%	23%
London	21%	24%	24%
National	18%	20%	20%

See Appendix 2 for the full KS2 cohort characteristics analysis.

Note: LA actual results for 2019 are based on provisional data made available from Key to Success on September 10th 2019. KS2 data will be further revised in December following the schools' checking exercise. Typically the percentage of children working at the expected standard increases once new arrivals are discounted and outcomes will be higher than the current published provisional results.

Priorities for Improvement

- To close the gap between Southwark and London performance at Key Stage 2 expected standard, specifically in reading.
- To close the gap between Southwark and London performance at Key Stage 2 greater depth/higher standard.

1.5 Progress from Key Stage 1 to Key Stage 2

Progress at Key Stage 2 (KS2) is measured using pupils' prior attainment at Key Stage 1 (KS1). The national average is set at 0 and a school's overall progress score is determined by finding the

average progress of each year 6 pupil compared with others in the same prior attainment group at KS1. Most pupils are expected to make good or better progress from their relative starting points.

Any figure above 0 is considered to be better than expected for that group.

	Reading			Writing			Mathematics		
	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	+0.9	+1.1	+1.0	+0.9	+1.1	+1.1	+1.4	+1.3	+0.9
London	+0.8	+0.8	Not yet available	+1.0	+0.8	Not yet available	+1.6	+1.3	Not yet available
National*	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

** assumption that national will be 0.*

1.6 Key Stage 4 (Years 10 and 11): GCSEs (Provisional)

Over the past few years, there have been ongoing and significant changes in secondary school accountability. In 2016, the old GCSE headline measure of 5+ GCSEs or equivalent at A*-C including English and mathematics was replaced by the new key measures of attainment 8; progress 8; attainment in English and mathematics (A*-C); and English Baccalaureate (EBacc).

In 2017, there were further reforms to GCSE assessment including:

- a move towards exams being taken at the end of the two year course rather than on completion of modules;
- non-exam assessments were removed or reduced in a majority of GCSEs;
- a phased introduction of a new grading system whereby grades A*-G were replaced by grades 9 to 1 (with grade 9 being the highest and grade 1 being equivalent to a grade G); and
- headline threshold attainment measures involving reformed English and mathematics, using a grade 5 (strong pass) to determine the proportion achieving both English and mathematics, and the EBacc.

For accountability purposes, 2018, EBacc attainment has been based on an EBacc Average Point Score (APS) rather than a threshold measure.

New GCSE Grades (Introduced in 2017)

New grading structure	Old / current grading structure
9	A*
8	
7	
6	B
5 (strong pass)	
4 (standard pass)	C
	D
3	E
2	
1	F
U	G
	U

The new and old grades are not directly equivalent and consequently the Department for Education (DfE) has stressed that the new and old grading systems cannot be directly compared. That being said, the new grades 9 to 4 represent a standard pass and most closely resemble the old grades A*-C pass at GCSE.

When the DfE is measuring a school's performance, they use grades 9 to 5 (a strong pass) to determine the proportion of pupils achieving English and mathematics.

Key Points

- Southwark's performance at GCSE was better than performance nationally by 1.7 percentage points. Southwark has maintained a three year trend of being consistently above national and current levels are higher than national has ever been in the last three years.
- The average EBacc score per Southwark pupil remained broadly stable compared to the previous year to reach 4.43, just below London at 4.46. This year Southwark's performance was significantly better than national in this measure, and as a result Southwark has maintained two successive years of being consistently above national.
- For three successive years, Southwark's Attainment 8 score was better than the national average. The current score of 49.3 is broadly in line with London.
- Southwark's provisional Progress 8 score was 0.24 points, equivalent, on average, to almost one quarter of a grade better than pupils with the same starting points at the end of KS2.
- This is the fourth year that progress made from the end of KS2 to the end of KS4 by Southwark students exceeded the progress made by students across London.

Attainment and Progress 8 Scores

	Attainment 8 Score			Progress 8 Score		
	2017	2018	2019	2017	2018	2019
Southwark	50.5	50.2	49.3	0.31	0.30	0.24
London	48.9	49.4	49.6	0.22	0.23	0.22
National	46.5	46.6	46.7	-0.03	-0.02	-0.03

Notes: Results for 2019 are provisional and based on data provided by schools on GCSE results day. Not all schools provided their data. Published provisional data will be made available by the DfE on 17th October 2019. Revised data will then be published in January 2020.

English & Mathematics and English Baccalaureate

	English and mathematics % Grades 9 to 5			English Baccalaureate % Grades 9 to 5 (2017) & A*-C, OR APS (2018 & 2019)		
	2017	2018	2019	2017	2018	2019
Southwark	47.8%	48.3%	44.9%	32.8%	4.52	4.43
London	48.2%	48.7%	48.8%	28.8%	4.42	4.46
National	42.9%	43.5%	43.2%	21.4%	4.05	4.08

Notes: Results for 2019 are provisional. Revised data will be published in January 2020. A change to the way in which EBacc performance is measured was introduced last year in 2018 - with the replacement of a threshold measure by an average point score. Results showing English Baccalaureate performance for 2018 and 2019 are therefore not comparable with 2017.

Priorities for Improvement

- Secure stronger relationships between schools, academies, the LA, and other local and other regional partners. This would facilitate a more cohesive and strategic approach to School Improvement.
- Southwark to support schools to identify and implement ways to increase the performance in the percentage of pupils who achieve a strong pass in the English and mathematics combined measure, by developing greater collaboration with school and local partners (e.g. Mathematics hub engagement)

1.7 Key Stage 5 (Year 13): A- Levels

Percentage of A- Level Entries by Grade

Key Points

- According to the data we have available from schools, this has been an exceptionally good year overall for Southwark A- level students and is marked by a strong performance across the board. There have been increases reported in the percentage of entries being awarded at all grade boundaries, including those at the very top grades.
- 26.7% of A- level exam entries were awarded A*-A grades in Southwark this year: up 2.1 percentage points on the previous year. Over the last four years, Southwark's schools have improved by 3.9 percentage points in the boundary, A*-A, compared to a national decline in the same period of 0.6 percentage points in the same grade boundary.
- Overall A- level performance, nationally, experienced a decline across all grade boundaries. This is in contrast to Southwark's performance.
- The percentage of entries awarded A*- C grades in Southwark Schools this year was 79.6%, up 0.9 percentage points on the previous year and 4.1 percentage points better than national. This is the fourth year of Southwark being above national averages in this measure and is a widening of the gap between Southwark national students.
- Almost 99% of A- Level entries in Southwark this year achieved a pass grade: a one percentage point increase on last year and 1.4 percentage points better than national.

	A* - A			A* - C			A* - E		
	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	27.1%	24.6%	26.7%	80.1%	78.7%	79.6%	98.0%	97.9%	98.9%
National	26.2%	26.2%	25.2%	77.3%	76.8%	75.5%	97.9%	97.6%	97.5%

Notes: LA results for 2019 are unvalidated, provisional and derived from directly provided data from schools. Not all schools have provided their data for 2019.

1.8 Pupils with Special Educational Needs and/ or Disabilities (SEND)

We are very proud of the provision for pupils with Special Educational Needs and/ or Disabilities in Southwark. All of our special schools are judged to be good or outstanding by Ofsted and pupil performance is always above national performance and generally in line with that of London.

At the end of Key Stage 4, progress for pupils with SEND support is significantly better than both national and London.

Pupils with SEND usually have greater difficulty learning than their peers and need additional provision to help them learn. Pupils identified by schools as 'SEND support' have additional provision made from the resources of their schools. Some pupils whose needs are more complex or profound have Education Health and Care (EHC) plans which outline the additional provision they need and can provide additional resources.

The numbers and proportion of pupils with SEND have risen year-on-year for the past five years nationally, across London and in Southwark. The percentage of pupils with EHC plans in Southwark is broadly in line with that in other London boroughs, however, the percentage of 'SEND support' pupils in Southwark has been above London averages for the past five years.

The cohort of pupils with EHC plans, although rising, is small. The needs of pupils with EHC plans are individual and are different year-on-year. Consequently, there are no expectations that the outcomes for pupils with EHC plans can be compared with previous years. This is the case for all Key Stages.

Special Educational Needs (SEN) attainment data in the tables below are based solely on published DfE data. The most recent data available is used in all cases.

Key Points

- All special schools in Southwark are good or outstanding; five out of the seven special schools are outstanding.
- For SEND pupils at school support in primary, Southwark pupils are in line with or above national outcomes.
- Southwark SEND pupils at school support at Key Stage 4 perform better than both nationally and in London at Progress 8, Attainment 8 and EBacc.

1.8.1 (SEN) Early Years Foundation Stage

Pupils with Education Health and Care Plans achieving a Good Level of Development (GLD)

	2015	2016	2017	2018	2019
Southwark	5%	7%	X	5%	8%
London	4%	5%	5%	5%	Not yet available
National	4%	4%	4%	5%	Not yet available

X= Suppressed to preserve confidentiality; small number of 1 or 2, or % based on small number

Pupils at SEN Support achieving a Good Level of Development (GLD)

	2015	2016	2017	2018	2019
Southwark	25%	35%	33%	29%	26%
London	29%	31%	31%	32%	Not yet available

1.8.2 (SEN) Year 1 Phonics Screening Check (Provisional)

National	24%	26%	27%	28%	Not yet available
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Pupils with Education Health and Care Plans meeting the required standard

It is inadvisable to compare year on year outcomes, and London and national outcomes given the complexity of pupils' needs and the size of the cohort.

	2015	2016	2017	2018	2019
Southwark	23%	25%	22%	22%	17%
London	22%	23%	22%	23%	27%
National	18%	18%	18%	19%	20%

Between 2015 and 2018 the percentage of pupils with EHC plans meeting the required standard in the Year 1 phonics screening check has been in line with, or above, both London and national averages. In 2019, the percentage of pupils with EHC plans meeting the required standard was below the London average and the national average.

Pupils at SEN support meeting the required standard

	2015	2016	2017	2018	2019
Southwark	53%	56%	59%	55%	58%
London	52%	57%	57%	59%	60%
National	42%	46%	47%	48%	48%

The percentage of pupils at SEN support meeting the required standard in the Year 1 phonics screening test continues to be above national averages in 2019.

In 2019, the percentage of pupils at SEN support meeting the required standard in the Year 1 phonics screening test rose by 3 percentage points. It continues to be above national averages in 2019 and is now closer to the London average, narrowing the gap.

1.8.3 (SEN) KS1 – Year 1 Teacher Assessments (Provisional)

Pupils with Education Health and Care Plans Working at the Expected Standard at KS1

It is inadvisable to compare year on year outcomes, and London and national outcomes given the complexity of pupils' needs and the size of the cohort.

	Reading			Writing			Mathematics			Science		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	17%	13%	9%	13%	15%	9%	21%	15%	13%	21%	17%	13%
London	16%	15%	15%	11%	12%	11%	17%	16%	17%	19%	17%	18%
National	14%	13%	13%	9%	9%	9%	14%	13%	14%	16%	15%	16%

1.8.4 (SEN) KS1 – Year Teacher Assessments (Provisional)

Pupils with SEN support Working at the Expected Standard at KS1

	Reading			Writing			Mathematics			Science		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Southwark	42%	43%	43%	30%	35%	34%	40%	47%	44%	50%	49%	52%
London	43%	43%	42%	33%	34%	34%	45%	46%	46%	55%	54%	54%
National	34%	33%	33%	23%	25%	25%	35%	36%	36%	47%	46%	46%

In 2019, the percentage of pupils at SEN support working at the expected standard at the end of Key Stage 1 in reading was above national and London. The percentage working at the expected standard in writing at the end of Key Stage 1 was above national and equal to London and the percentage of pupils working at the expected standard at the end of Key Stage 1 in mathematics was above the national average but 2 percentage points below the London average.

1.8.5 (SEN) KS2 – Year 6 SATS (Provisional)

Pupils with Education Health and Care Plans reaching the Expected Standard at KS2 in reading, writing and mathematics combined

It is inadvisable to compare year on year outcomes given the complexity of pupils' needs and the size of the cohort.

	2016	2017	2018	2019
Southwark	8%	8%	9%	9%
London	9%	9%	11%	Not yet available
National	7%	8%	9%	Not yet available

Pupils with SEN support reaching the Expected Standard at KS2 in reading, writing and mathematics combined

	2016	2017	2018	2019
Southwark	26%	30%	35%	35%
London	24%	29%	33%	Not yet available
National	16%	21%	24%	Not yet available

Since 2016, the percentage of pupils with SEN reaching the expected standard at Key Stage 2 in the combined reading, writing, mathematics (RWM) measure, has increased by nine percentage points.

The improvement over the three year period (2016-2018) mirrored national performance improvement.

1.8.6 (SEN) Key Stage 4

Comparable Key Stage 4 pupil characteristics data for 2019 is not available yet so we have made the decision to include only performance information up to 2018.

It is inadvisable to compare year on year outcomes, and London and national outcomes given the complexity of pupils' needs and the size of the cohort.

Pupils with Education Health and Care Plans achieving English Baccalaureate (A*-C / Grades 9-4)

	2016	2017	2018
Southwark	7.5%	3.2%	0.9%
London	3.0%	3.1%	2.6%
National	1.8%	1.6%	1.6%

Pupils at SEN support achieving English Baccalaureate (A*-C / Grades 9-4)

	2016	2017	2018
Southwark	12.5%	15.5%	13.4%
London	9.4%	9.8%	10.3%
National	6.0%	5.9%	6.3%

Average attainment 8 score for pupils with ECHP

	2016	2017	2018
Southwark	20.5	20.3	13.7
London	18.7	15.7	15.5
National	17.0	13.9	13.5

Average attainment 8 score for pupils with SEN support

	2016	2017	2018
Southwark	41.6	39.3	38.3
London	39.5	35.1	35.3
National	36.2	31.9	32.2

Average progress 8 score for pupils with Education Health and Care Plans

	2016	2017	2018
Southwark	-0.95	-0.57	-1.03
London	-0.87	-0.88	-0.91
National	-1.03	-1.04	-1.09

The average progress 8 score for pupils with EHC plans in 2018 was broadly in line with the national average and below the London average.

Average Progress 8 Score for Pupils with SEN support

	2016	2017	2018
Southwark	-0.24	-0.12	-0.12
London	-0.17	-0.24	-0.24
National	-0.38	-0.43	-0.43

1.8.7 (SEN) Post 16- Attainment by Age 19

% of 19 year olds with statement of SEN or plan qualified to level 2 including English and mathematics

Attainment figures for 2019 are not available yet so we have made the decision to include only performance information up to 2018.

	2016	2017	2018
Southwark	18.6%	12.8%	15.9%
London	17.8%	17.2%	16.4%
National	15.3%	15.0%	14.8%

% of 19 year olds with SEN support qualified to level 2 including English and mathematics

	2016	2017	2018
Southwark	49.9%	45.3%	38.6%
London	44.9%	44.2%	42.3%
National	37.1%	37.1%	35.6%

Percentage of 19-year-olds with SEN support qualified to level 2 including English and mathematics was above the national average and below the London average.

1.9 Looked After Children (CLA)

At the end of academic year, 2017-18, Southwark was the corporate parent for 510 looked after children (CLA) from Reception to Year 13, attending 225 schools and colleges across England and Wales. (329 statutory school age and 181 KS5). This is an increase of 13 children and young people from the previous year.

Published 2018-19 CLA performance data will not be available until spring 2020 and will appear in next year's Standards Report.

1.9.1 CLA Attainment: Key Stage 2 (KS2), 2018

Southwark's KS2 cohort comprised 22 children: a small cohort. 59% (13) children were recorded as having Special Educational Needs (SEN). Of this cohort, 46% (6 pupils) had an Education and Health Care Plan and 54% (7 pupils) received SEN support within their mainstream school. Of the total KS2 cohort, 73% (16 pupils) were placed in education provision out of borough.

It is inadvisable to compare performance year on year or between Southwark and the rest of the country due to the size and complexity of the cohorts. However, the very fact that these children face such challenges in their lives means that Southwark's performance is commendable.

Percentage of Key Stage 2 children reaching the expected standard, 2016 to 2018

Key Point

- Of Southwark's looked after children (CLA), 68% were at the expected standard in Reading, 59% were at the expected standard in Writing, 64% were at the expected standard in Mathematics and 50% were at the expected standard in RWM combined.

	Reading			Writing			Mathematics			RWM		
	2016	2017	2018	2016	2017	2018	2016	2017	2018	2016	2017	2018
Southwark	57%	52%	68%	65%	61%	59%	39%	61%	64%	30%	39%	50%
London	48%	56%	58%	55%	57%	52%	47%	57%	56%	32%	42%	44%
National	41%	45%	51%	46%	47%	49%	41%	46%	47%	25%	32%	35%

*Source: <https://www.gov.uk/government/collections/statistics-looked-after-children>

Key Stage 2 Average Progress Score 2018

Progress at Key Stage 2 (KS2) is measured using pupils' prior attainment at Key Stage 1 (KS1). The national average is set at 0. Most pupils are expected to make good or better progress from their relative starting points.

In 2018, Southwark's looked after children made good or better progress in writing and mathematics and very good progress in reading.

Any figure above 0 is considered to be better than expected for that group.

	Reading		Writing		Mathematics	
	2017	2018	2017	2018	2017	2018
Southwark	-1.8	4.1	-1.8	0.8	-0.7	0.9
London	-0.2	1.3	-0.7	-0.6	-0.9	-0.2
National	-0.5	-0.2	-0.8	-0.8	-1.1	-0.8

*Source: <https://www.gov.uk/government/collections/statistics-looked-after-children>

With 59% of the Key Stage 2 cohort identified with Special Education Needs, the Virtual School has focused on early intervention in reading, writing and mathematics to improve outcomes.

At Key Stage 2, Southwark CLA progress scores were as follows:

- Reading progress data records an impressive 5.9 percentage point increase in reading progress from 2017.
- Writing showed a 2.6 percentage point increase from 2017.
- Mathematics progress reflected a 1.6 percentage point increase from 2017.

1.9.2 CLA Attainment: Key Stage 4- GCSEs 2018

Southwark's 2018 KS4 cohort comprised 34 students.

- 71% (24 students) from this cohort were recorded as having SEN. 41% (14 students) had an EHCP and 29% (10 students) had SEN support.
- 47% (16 students) were placed in education provision outside Southwark.
- It is inadvisable to compare year on year outcomes given the complexity of pupils' needs and the size of the cohort.

Strengths and Difficulties Questionnaire (SDQ) Threshold

Local authorities are required to use the strengths and difficulties questionnaire (SDQ) to assess the emotional wellbeing of individual looked after children aged 4-16 so that the relevant support can be put in place and children are given the opportunity to achieve their full potential. Southwark's KS4 2018 cohort scored an SDQ Average of 16.1 compared to National CLA SDQ which was 13.8. This score was indicative of the high level of Social Emotional need within the Southwark cohort of young people which fell outside the SDQ normal threshold.

National Consortium for Examination Results (NCER) data at KS4 2018

KS4 Measure	Level	Virtual School	National CLA	Percentage Points Gap
EBacc. Entered	N/A	18%	9%	+9
EBacc Achieved	Standard, 9-4 & A*-C	3%	3%	0
	Strong, 9-5 & A*-C	0%	2%	-2
EBacc Eng. Achieved	Standard, 9-4	24%	26%	-2
	Strong, 9-5	15%	16%	-1
EBacc Mat. Achieved	Standard, 9-4	21%	24%	-3
	Strong, 9-5	9%	12%	-3

*Source: <https://www.ncer.org/Nova/TreeView.aspx>

Published 2018 Key Stage 4 CLA performance data on the NCER database showed Southwark Virtual School performing slightly behind National CLA in EBacc measures. Southwark Virtual School did, however, have more EBacc entries, which is an indication of the aspiration and expected abilities of this cohort. 18% of Southwark Virtual School GCSE cohort were entered for EBacc qualifications compared to 9% nationally.

Statistical First Release (SFR) data

In 2017, pupils sat reformed GCSEs in English language, English literature and mathematics for the first time, graded on a 9 to 1 scale. New GCSEs in other subjects have now been phased in in almost every subject, first being taught from September 2016 to 2018.

Percentage achieving a “strong pass” (grades 9 to 5) in English and Mathematics

	2016	2017	2018
Southwark	c	23.5	c
London	20.8	20.0	10.3
National	17.5	17.5	7.8

*Source: <https://www.gov.uk/government/collections/statistics-looked-after-children>
C= Figure replaced with “c” to preserve confidentiality

Average Attainment 8 and Average Progress 8

Southwark’s KS4 cohort saw a dip in Attainment 8 and Progress 8 scores. 71% of the cohort was recorded as having an identified special educational need (SEN), compared to only 14% of non-looked after children, as well as the cohort average SDQ score of 16. Nationally, the trend is that attainment rates for looked after children with a SEN are much lower than those without a SEN. This is true of children with higher SDQ scores also. With significant supplementary tuition offered and taken up, Southwark looked after children were able to overcome obstacles, break the barriers and take their exams.

	Average Attainment 8			Average Progress 8		
	2016	2017	2018	2016	2017	2018
Southwark	28.5	22.2	17.1	-0.6	-1.55	-1.42
London	23.2	18.9	20.0	-1.0	-1.2	-1.25
National	22.8	19.3	18.9	-1.1	-1.2	-1.20

*Source: <https://www.gov.uk/government/collections/statistics-looked-after-children>

1.9.3 CLA Key Stage 5 - Outcomes

Key Stage 5 looked after children data is based on *internal* 2018/19 data.

Southwark Virtual School monitors and tracks young people in ‘formal’ learning settings such as sixth forms and on ‘taught’ college courses. Engagement with vocational learning in training settings is also monitored by the Virtual School. The dedicated Key Stage 5 team supports academic achievement and promotes engagement.

The 2018/19 Key Stage 5 looked after children (CLA) cohort consisted of 181 young people.

Key Points

- 32% (58) of our looked after children attend Further Education (FE) college. This figure can be attributed to the availability of vocational courses offered by the FE syllabus (L1, 2 & 3 BTEC diplomas), English for speakers of other languages (ESOL) provision and the perception amongst our students that there is a greater sense of ‘freedom’ at college.
- 13% (24) of the KS5 cohorts choose to stay in school and 6th form college. Reasons contributing to this figure include; continuity, greater pastoral support and the wide choice of A- levels and GCSE retakes on offer.

- 12% (22) attend alternative provision/independent college. This figure is influenced by the increase of unaccompanied asylum-seeking children (UASC) accessing ESOL provision.
- We have a small number (6%, 11 students) of CLA in apprenticeships/ traineeships/ employment. Our retention rate on these schemes is inconsistent. This is an area of concern and prospective candidates are encouraged take advantage of employability skills training and traineeships that would support work readiness.

Education/Academic Levels

Level	% of KS5 EET cohort
A' level/L3	24%
GCSE/L2	18%

- 42% of Key Stage 5 looked after children achieved a level 2 or 3 qualification.
- The level 2 cohort (18%) consists of students either retaking GCSE's or those attending intermediate level vocational courses.
- The majority of our year 13 A- level/L3 students (6 out of 10) have completed UCAS applications and have received conditional offers from universities. This included entry for one student to the London School of Economics.
- 12% of our learners are at level 1. These courses are generally vocational and include mathematics and English (Functional skills).
- 46% are studying at entry level. This figure is heavily influenced by the number of ESOL students who make up some 28% of the cohort.

Progress/ Attainment levels

At the end of academic year 2018/19 the following academic progress was recorded for Southwark's students:

Description	Year 13
Exceeding expected level	59%
Achieving or Exceeding expected level	88%

The vast majority of pupils at Key Stage 5 met the level expected of them as defined in their Personal Education Plan (PEP). If a pupil was taking an exam, then the level expected of them would usually be a pass mark, or higher, in that exam. Levels are based on a scaffolding of success around:

- Past academic record (recent mock results/AS level results)
- Attitude to learning
- Entry requirements of the university(/ies) being applied to
- External situation/factors that might impact on a student's ability to achieve
- Any Learning Difficulties and Disabilities

EET strategies and offer of supplementary tuition

Southwark Virtual School adopts a multi-agency approach and continues to strengthen its KS5 engagement strategies to ensure that students remain in education, employment or training

(EET). Bespoke Information Advice and Guidance (IAG) is delivered by skilled, qualified IAG officers. Transitional arrangements are developed in partnership with Social Care and Southwark Choices to ensure all young people have an action plan.

For the academic year 2018/19, the Virtual School dedicated a total of some 230 hours of 1-1 supplementary tuition for Year 13 KS5 students in support of their learning and to ensure exam readiness. The impact of this intervention has seen 87% of pupils achieving expected levels or better, representing a positive outcome for this intervention.

The success of this programme can be illustrated by the quote below:

“The home tuition really helped me through my mathematics A- Level. Without it I would have struggled. Hopefully I’ve done enough to meet my Uni offer.”

(London Oratory, student received an offer to study engineering at London South Bank University, September 2019)

Out of borough CLA: supporting KS5 CLA all over the UK

138 KS5 young people (76% of the cohort) are receiving their education out of borough. Of these, just 19 are out of London (10.4%). All Key Stage 5 looked after children in England receive the same level of support from the Virtual School as those in London.

Unaccompanied Asylum Seekers

Southwark has 57 (almost one third of the cohort) unaccompanied minors in KS5. This figure is made up of young people from Vietnam, Albania, Eritrea, Kuwait, Iraq, Kurdish nationals and Afghanistan. The vast majority is studying English as a Second or Other Language (ESOL) and is placed in education within 14 days of coming to the attention of the Virtual School.

Priorities for Improvement

- Attendance: minimising disruptions, keeping attendance high and exclusions low.
- Ensure that PEPs are of a high quality, remain a live document and that targets correspond to academic need.

1.10 The Southwark Scholarship Scheme

Each year, Southwark Council opens applications to young people, under 25 years old, who have lived in the borough for a minimum of 3 years, to go to university without carrying the financial burden of tuition fees.

Since the scheme began in 2011, Southwark Council has helped 99 people pursue higher education on the scholarship which covers the full tuition fees for their chosen course. Our scholarship supports young people who have an excellent academic record of achievement, made a positive contribution to their local community and have a combined household income of less than £25,000.

Since graduating from university, our scholars have gone on to careers in Education, Law, Medicine as well as other fields.

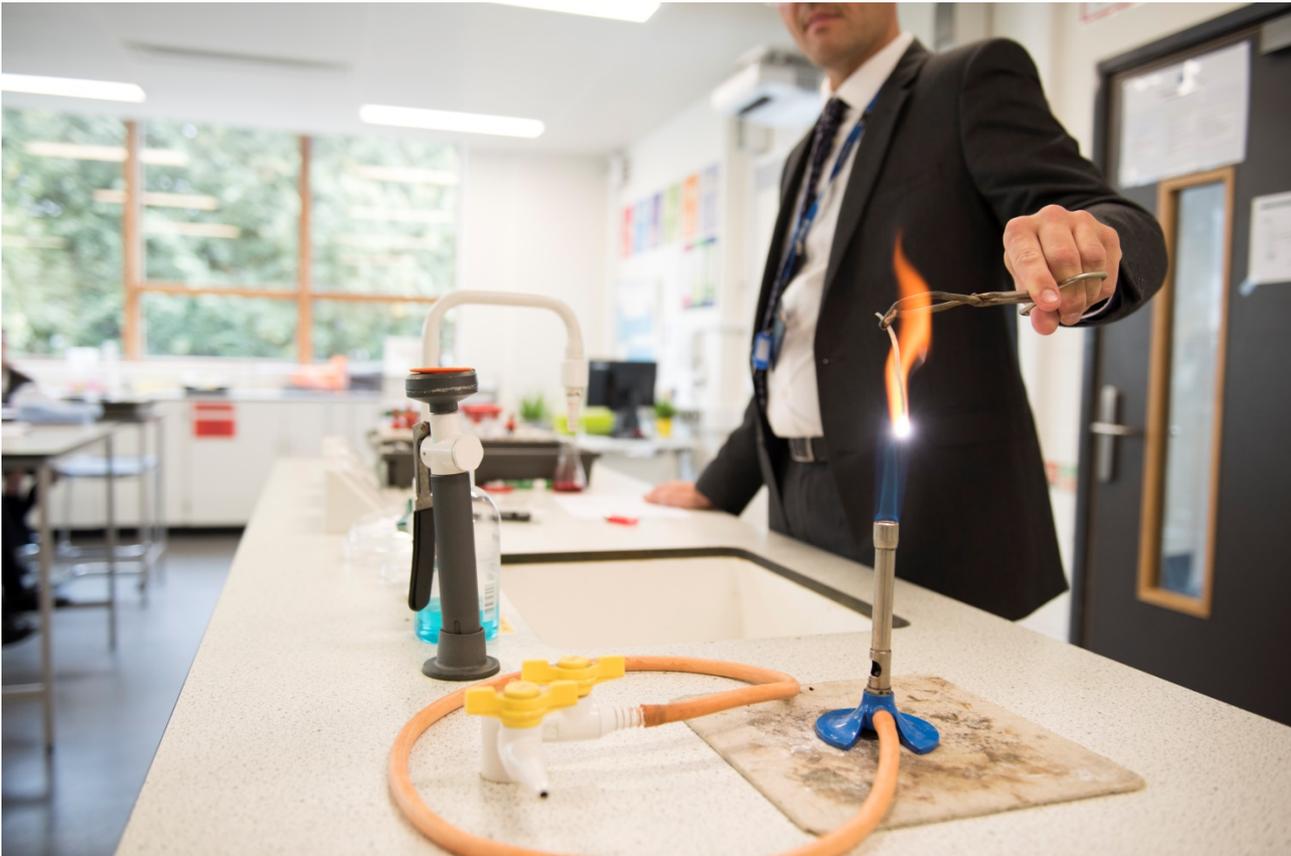
For the 2019-20 intake, 11 students were awarded the scholarship as detailed below:

School	University	Course of Study
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The BRIT School	Coventry University	BSc Interior and Architecture
Walworth Academy	Bournemouth University	BA Accounting and Business
City of London Academy	University of Warwick	BA Law and Sociology
St Paul's School	Imperial College London	MEng Biomedical Engineering
Harris Girls Academy	University of Sheffield	BSc Environmental Science
St Saviour's and St Olave's School	King's College London	MBBS Medicine
Ark Globe Academy	University of Durham	BSc Psychology
Ark Globe Academy	Royal Holloway University	MSc Computer Science with Artificial Intelligence
The Norwood School	University of Warwick	BSc Biochemistry
Sacred Heart Sixth Form	Aston University	BSc Economics
Sacred Heart Sixth Form	Newcastle University	MPharm Pharmacy

**Since 2013, St Olave's United Charity has been supporting the scheme by funding the scholarship of an additional scholar through our recruitment process, which is included in the list above. This additional fund is reviewed on an annual basis.*

Section 2: Attendance



2.1 Primary Schools

The most recent year for which we have published data is 2017/18.

Key Points

- The rate of attendance in Southwark remains higher than the London and national rates, although in the most recent data publication (2017/18), there has been an overall decrease in attendance at Southwark primary schools of 0.3 percentage points.
- Southwark's unauthorised absence rate has remained at 1.1%, and is in line with London and national averages (both are also at 1.1%).
- Southwark's authorised absence rate increased by 0.2 percentage points to 2.8% in 2017/18 when compared to the previous year, but remains below both London and national data (both at 3.0%).
- The persistent absence percentage is slightly higher (by 0.2 percentage points) than London, but remains in line with the national rate (8.7%). Persistent absence data for Southwark in 2017/18 increased by 0.9 percentage points compared to last year's data.

	Year	Southwark	London	National
Overall Attendance %	2013/14	96.3%	96.1%	96.1%
	2014/15	96.1%	95.9%	96.0%
	2015/16	96.2%	95.9%	96.0%
	2016/17	96.3%	96.0%	96.0%
	2017/18	96.0%	95.9%	95.8%
Authorised Absence %	2013/14	2.8%	3.0%	3.0%
	2014/15	2.9%	3.1%	3.1%
	2015/16	2.8%	3.1%	3.1%
	2016/17	2.6%	2.9%	3.0%
	2017/18	2.8%	3.0%	3.0%
Unauthorised Absence %	2013/14	0.9%	1.0%	0.8%
	2014/15	1.0%	1.0%	0.9%
	2015/16	1.1%	1.0%	0.9%
	2016/17	1.1%	1.1%	1.1%
	2017/18	1.1%	1.1%	1.1%
Persistent Absence %	2013/14	2.0%	2.0%	1.9%
	2014/15	2.4%	2.2%	2.1%
• See footnote	2015/16	8.2%	8.6%	8.2%
	2016/17	7.8%	8.3%	8.3%
	2017/18	8.7%	8.5%	8.7%

Source: School Census, [Statistics: pupil absence - GOV.UK](https://www.gov.uk/government/statistics/pupil-absence)

Notes:

1. The lower the absence % the better the performance.
2. New PA threshold based on 10% or more of a pupil enrolment's possible sessions was introduced in the 2015/16 academic year. To enable comparison with 2014/15, PA figures quoted in the above highlights and relating to the previous year are based on calculations provided by the DfE using the new methodology.

2.2 Secondary Schools

The most recent year for which we have published data is 2017/18.

Key Points

- Southwark's overall school attendance rate continues to be higher than that of London and nationally, but the overall attendance for Southwark continued to decrease slightly.
- The borough's authorised absence rate (3.2%) remained lower than London (3.5%) and national (3.9%) rates.

- Despite Persistent Absence rates increasing from 2016/17 by 0.8 percentage points, the rate for Southwark secondary schools (11.1%) remained below London (12.0%) and National (13.9%) rates.

	Year	Southwark	London	National
Overall Attendance %	2013/14	95.7%	95.2%	94.8%
	2014/15	95.6%	95.1%	94.7%
	2015/16	95.8%	95.1%	94.8%
	2016/17	95.6%	95.0%	94.6%
	2017/18	95.5	95.0%	94.5%

Authorised Absence %	2013/14	3.2%	3.5%	3.9%
	2014/15	3.2%	3.6%	4.0%
	2015/16	3.0%	3.5%	3.8%
	2016/17	3.0%	3.5%	3.8%
	2017/18	3.2%	3.5%	3.9%
Unauthorised Absence %	2013/14	1.1%	1.3%	1.3%
	2014/15	1.2%	1.3%	1.3%
	2015/16	1.2%	1.4%	1.4%
	2016/17	1.3%	1.5%	1.5%
	2017/18	1.4%	1.5%	1.6%
Persistent Absence %	2013/14	3.7%	4.3%	5.3%
	2014/15	4.2%	4.5%	5.4%
• See footnote	2015/16	9.7%	11.7%	13.1%
	2016/17	10.3%	11.9%	13.5%
	2017/18	11.1%	12.0%	13.9%

Source: School Census, [Statistics: pupil absence - GOV.UK](#)

Notes: 1. The lower the absence % the better the performance. 2. New PA threshold based on 10% or more of a pupil enrolment's possible sessions was introduced in the 2015/16 academic year. To enable comparison with 2014/15, PA figures quoted in the highlights above and relating to the previous year are based on calculations provided by the DfE using the new methodology.

Priorities for Improvement

- Improve the use of DfE Persistent Absentee data to identify areas for concern and ensure we have a timely response to the needs of individual schools regarding attendance issues.
- Support identification and address the needs of children most at risk of attendance or behavioural issues early on by embedding the Single Point of Contact (SPOC) alongside the "Team Around the School" model of multi-agency support.
- Encourage the use of tried and tested parenting programmes within Primary and Secondary Schools.

2.3 Young People (aged 16+) not in education, employment or training (NEET) or whose education, employment or training activity is unknown.

Southwark is required to track and support young people leaving school to secure, as far as possible, their journey into further education, training or employment. The performance in this area is now measured by the number of young people who are aged 16 and 17 and not in employment education or training (NEET), or whose activity is not known.

Local Authorities have a duty to ensure that every young person (16-17 years old) has an offer of education or training. This is called the “September Guarantee”.

The percentage of 16-17 year olds recorded as NEET / not known

Key Points

- This data is published annually and covers the average of the period December to February. By the end of February 2019, the percentage of young people whose employment, education or training outcomes were not known to us was high. One of the reasons for this is that a very high percentage (68%) of Southwark’s young people is educated outside the borough. This figure is the highest of all London boroughs and adds to the challenge of monitoring our young people’s participation in education and training.
- In response to the high percentage of young people whose activity is not known to us, reported in the December 2018 to February 2019 data collection, we put in place extensive follow up work to establish what these young people were doing. We know from our internal data collection that we have now (July 2019) brought this percentage down to 4.6%, bringing us much closer to the London and national figures.
- We have already seen improved data sharing with schools in Southwark which has helped us to identify at an earlier stage young people without an offer of education and training in September. This has enabled us to contact young people so that they receive support to engage before they become NEET. We also have up to date contact details for the majority of year 11 students which will enable us to contact any that do not appear on college enrolment or skills funding data.

The lower the NEET or not known figure, the better the performance.

	Southwark			London			National		
	2016	2017	2018	2016	2017	2018	2016	2017	2018
% 16-17 year olds NEET	1.3%	1.5%	1.4%	1.8%	1.8%	1.7%	2.8%	2.7%	2.6%
% 16-17 year olds whose activity is not known	3.0%	7.2%	8.5%	3.5%	3.2%	3.0%	3.2%	3.3%	2.9%
Total	4.3%	8.7%	9.9%	5.3%	5.0%	4.8%	6.0%	6.0%	5.5%

(The 2018 data above is based on the December 2018 to February 2019 averages. This data is published in October, eight months after collection on GOV.UK in the NEET scorecard.)

September Guarantee

Key Point

- In September 2018, 98.4% of Southwark 16 & 17 year olds had an offer of education or training. This is an improvement on the previous year's figure of 97.8% and better than the national performance of 94.5%.

	Southwark			London			National		
	2017	2018	2019	2017	2018	2019	2017	2018	2019
% 16-17 year olds made an offer of an education place under September Guarantee	97.8%	98.4%	-	95.7%	95.1%	-	94.7%	94.5%	-

September Guarantee data is collected annually between April and September and published on www.gov.uk in March the following year. 2019 data is therefore currently not available and is denoted by "-"

Priorities for Improvement

A tracking improvement plan has been produced, including the following recommendations:

- Improvement of communication and information-sharing with schools and children's services departments.
- Development of systems to improve the notification of young people leaving post 16 provision before the end of a course.
- Early identification by schools of at risk of NEET young people.
- Establishment of a process of escalation for schools and providers who fail to provide statutory data.

Section 3: Exclusions

3.1 Permanent Exclusions

Permanent Exclusions

Permanent exclusions of pupils from Southwark Primary schools are extremely rare. At primary, the rate is virtually zero, equal to London and below national. Whilst the numbers within the total population overall are still small at secondary, the rate has increased. This is of great concern. We need to continue to work with schools to prevent numbers of exclusions from rising in the first instance and then to significantly reduce exclusions. At the same time, numbers of children and young people being home educated has doubled in the last year to eighteen months to 208 children and young people.

Key Points

- Primary school permanent exclusions are rare and have remained very low in the last 5 years.
- There has been a rise in the rate of permanent exclusions in Southwark secondary schools (a difference in the rate of 0.09, compared to national rates in 2017/18). London and national averages both remained the same when compared to the previous year (2016/17).
- Out of a total school population of 42,168 (January 2018 census, primary, secondary and special), there were 49 permanent exclusions in the equivalent school phases, a rate of 0.12%.

Primary Permanent Exclusion Rates

	2013/14	2014/15	2015/16	2016/17	2017/18
Southwark	0.00	0.00	0.00	0.01	0.01
London	0.01	0.01	0.01	0.01	0.01
National	0.02	0.02	0.02	0.03	0.03

Source: School Census, [Statistics: exclusions - GOV.UK](#)

Secondary Permanent Exclusion Rates

	2013/14	2014/15	2015/16	2016/17	2017/18
Southwark	0.14	0.12	0.15	0.23	0.29
London	0.15	0.17	0.16	0.19	0.19
National	0.13	0.15	0.17	0.20	0.20

Source: School Census, [Statistics: exclusions - GOV.UK](#)

3.2 Fixed Period Exclusions

Fixed Period Exclusions

For fixed period exclusions, the rate at primary has remained consistent and reflects national and London rates. At secondary, figures suggest that there has been an increase in the rate in Southwark, nationally and in London.

Key Points

- 2017/18 figures for fixed period exclusions from primary schools in Southwark are in line with the small increases seen at a London and national level, demonstrating a 0.02 percentage point increase from the previous year's rate.
- Within Southwark, the largest number of fixed period exclusions were issued by its secondary schools (1421), followed by primary schools (370), and lastly by special schools (53).
- Southwark remained in the second quartile for having the lowest rate of fixed period exclusion.

Primary Fixed Period Exclusion Rates

	2013/14	2014/15	2015/16	2016/17	2017/18
Southwark	0.82	1.43	1.50	1.45	1.47
London	0.68	0.81	0.84	0.83	0.85
National	1.02	1.10	1.21	1.37	1.40

Source: School Census, [Statistics: exclusions - GOV.UK](#)

Secondary Fixed Period Exclusion Rates

	2013/14	2014/15	2015/16	2016/17	2017/18
Southwark	5.15	5.84	6.41	7.26	8.67
London	5.94	6.71	6.87	7.50	7.63
National	6.62	7.51	8.46	9.40	10.13

Source: School Census, [Statistics: exclusions - GOV.UK](#)

Priorities for Improvement

- Raise with schools, as a matter of urgency, our concerns about the increase in fixed period exclusion rates in primary and secondary schools.
- Work alongside all schools to successfully reduce the rate of fixed period and permanent exclusions.
- Review success of managed move process with schools.
- Increase compliance of schools with statutory duties to inform the Local Authority of Fixed Period Exclusions.
- To better understand the increase in children and young people being home educated.
- Implement a pilot prevention programme for a small cohort of secondary school children who have been identified, for a number of different reasons, as carrying a greater risk of being excluded from school.

Section 4: Quality of Southwark Schools



4.1 Ofsted

Key Points

- At the end of the academic year 2018/19, 93% of Southwark schools in Southwark were judged by Ofsted to be good or better. This 16 percentage point increase since 2012 puts Southwark schools equal to London and seven percentage points above national.
- This is the best position for schools within the authority ever and shows that the vast majority of our pupils and students are receiving a good education on a daily basis.
- Over this same period the Ofsted framework has changed on a number of occasions and expectations on schools have increased. Despite the additional challenge this has brought to school outcomes for pupils and students have improved to this level.

A summary of Ofsted judgements of Southwark schools is shown in the table below, with a full breakdown of the Ofsted rating for every school set out in Appendix 3.

Overall Ofsted Judgement as at end of July 2019

107 schools currently with an Ofsted Judgement (including Special Schools)	2019 %
2 Schools in Special Measures (1 secondary academy; 1 primary academy)	2%
0 Schools in Serious Weaknesses	0%
6 Schools Require Improvement (5 maintained primary schools and 1 primary academy)	6%
63 Schools Judged Good	59%
36 Schools Judged Outstanding	34%
99 Schools Judged Good or Outstanding	93%

Out of the six schools deemed to Require Improvement, one was judged good for the effectiveness of their leadership and management; five were judged good for their early years' provision; and four were judged good for personal development, behaviour and welfare.

Improvement over time

Overall Ofsted Judgements	2012	2013	2014	2015	2016	2017	2018	2019
Special Schools judged either Good or Outstanding	77%	100%	100%	100%	100%	100%	100%	100%
Primary / Infant & Nursery Schools judged either Good or Outstanding	72%	85%	85%	87%	91%	87%	87%	90%
Secondary Schools judged either Good or Outstanding	87%	93%	93%	94%	94%	94%	94%	95%
All Schools judged either Good or Outstanding	77%	88%	88%	89%	92%	89%	90%	93%

Appendix 1. Detailed Cohort Characteristics in relation to attainment only.

NOTE: The commentary below refers only to attainment. This does NOT include the amount of progress individuals or groups of pupils have made in phonics, reading, writing and mathematics. Progress is a key factor in determining how well children achieve. Commentary relating to performance by pupil ethnicity is based on pupils where their ethnicity is known and where the cohort size is 30 or more. Commentary relating to performance by pupils' SEN and EAL status does not include pupils where their status (for the specific characteristic) is unknown. All commentary is based on provisional 2019 data.

List of abbreviations:

RWM - Reading, writing and mathematics GPS – grammar, punctuation and spelling FSM - free school meals SEN - special educational needs EHC - education, health and care plan

Cohort	Phonics	KS1	KS2
Total cohort	84.5% of Year 1 children achieved the required phonics screening standard of 32 or more points.	78.6%; 73.4%; 77.9%; and 83.0% of pupils achieved expected standard and above in KS1 reading; writing; mathematics; and science respectively. Attainment was highest in KS1 science, followed by reading.	74.9%; 80.5%; 80.9%; 80.4%, 84.4%; and 67.5% were working at the expected standard in reading; writing; GPS; mathematics; science and RWM combined respectively. Attainment highest in science followed by GPS.
Gender ▪ Boys ▪ Girls	Girls were more likely to achieve the required phonics standard compared to boys, with 86.9% of girls achieving the standard compared to 82.0% of boys. Although the eligible Year 1 cohort was fairly evenly split between boys and girls, boys were slightly underrepresented amongst the cohort of children reaching the	Girls out performed boys in all KS1 subjects. The gap between the two genders was largest in writing at 8.1 percentage points. Conversely the gap between the two was smallest in mathematics at 0.9 percentage points. Comparing the share boys represent of the eligible cohort, and the proportion they account for	Girls out performed boys in all KS2 subjects. The gap between the two genders was largest in separate writing at 8.9 percentage points. Conversely the gap between boys and girls was smallest in mathematics at 3.5 percentage points. Whilst the proportion of the overall cohort is evenly split between boys

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Cohort	Phonics	KS1	KS2
	required standard in phonics.	of the cohort achieving the expected standard and above, boys were repeatedly underrepresented (be it by a small amount) in all subjects.	and girls, boys were underrepresented amongst the cohort of children working at the expected standard and in all KS2 subjects.
FSM eligible <ul style="list-style-type: none"> ▪ Eligible ▪ Not eligible 	<p>78.0% of FSM eligible children achieved the required phonics standard compared to 86.8% of those not eligible - a difference of 8.9 percentage points.</p> <p>FSM eligible children were slightly underrepresented amongst those achieving the required phonics standard - accounting for 26.5% of the overall eligible phonics Year 1 cohort, yet making up only 24.5% of those reaching the standard.</p>	<p>Pupils eligible for FSM performed less well than their non eligible counterparts in all KS1 subjects - with the gap being largest in mathematics (9.7 percentage points gap).</p> <p>Additionally, pupils eligible for FSM were slightly underrepresented amongst those achieving the expected standard and above and across all KS1 subjects.</p>	<p>FSM eligible pupils performed less well compared to their non eligible counterparts. The gap in performance was largest for reading, writing and mathematics combined at 9.8 percentage points, or, if looking at separate KS2 subjects, in mathematics (9.1 percentage points).</p> <p>FSM eligible pupils were underrepresented amongst those working at the expected standard in all KS2 subjects when taking into account the proportion they made up of the overall cohort.</p>
SEN detailed <ul style="list-style-type: none"> ▪ No SEN ▪ SEN support ▪ Statement or EHC Plan 	<p>90.6% of children with no SEN achieved the required phonics standard compared to 52.3% of SEN children.</p> <p>The more advanced the SEN, the smaller the percentage of the cohort that achieved the required phonics standard, i.e., 17.6% of</p>	<p>Children with SEN fared substantially less well than those with no registered SEN, across the whole of KS1, with the gap in attainment being largest in writing (52.5 percentage points gap), followed by the attainment gap in reading of 49.8 percentage points.</p>	<p>Across the whole of KS2, children with SEN fared less well than those with no registered SEN. The attainment gap for the separate KS2 subjects was largest in writing - 47.7 percentage points gap, followed by GPS - 45.0 percentage points gap. For reading, writing and mathematics combined, the</p>

Cohort	Phonics	KS1	KS2
	<p>children with a statement of SEN or an EHC plan met the phonics required standard compared to 59.7% of children with SEN support.</p> <p>SEN children as a whole were disproportionately underrepresented and by a substantial amount. Although making up 14.6% of the overall cohort, children with SEN represented only 9.1% of the cohort who achieved the required phonics standard. The disparity was greatest amongst children with SEN support.</p>	<p>The more advanced the SEN stage, the smaller the percentage of the cohort that achieved the expected standard at KS1 and for all subjects.</p> <p>Taking into consideration the proportion of the eligible cohort represented by SEN children compared with the proportion they account for amongst those who achieved the expected standard and above at KS1, SEN children as a whole and for all stages were disproportionately underrepresented in all KS1 subjects by a considerable amount. SEN support children, particularly, were most disproportionately underrepresented across all KS1 subjects.</p>	<p>gap was 48.4 percentage points.</p> <p>The more advanced the SEN stage, the smaller the percentage of the cohort working at the expected standard at KS2 and in all subjects.</p> <p>When considering the share of the eligible cohort represented by children with SEN compared to their representation amongst those working at the expected standard at KS2, SEN children were disproportionately underrepresented in all subjects. More specifically, children with SEN support were most underrepresented.</p>
<p>Ethnicity</p> <ul style="list-style-type: none"> ▪ Asian or Asian British <ul style="list-style-type: none"> ▫ Bangladeshi ▫ Indian ▫ Pakistani ▫ Any Other Asian ▪ Black or Black 	<p>Of the main ethnic group, Chinese children followed by Asian children performed the best with 96.2% and 88.2% respectively achieving the required phonics standard. Conversely, children from any other ethnic group followed by children of mixed / dual heritage had the lowest performance with 77.4.2% and 81.7%, of the two</p>	<p>Of the major ethnic groupings, Chinese children attained the highest percentage for expected standard and above in all KS1 subjects - reading (86.5%); writing (84.6%); mathematics (96.2%); and science (94.2%). Conversely, children from any other ethnic group had the lowest performance for working at expected standard</p>	<p>Based on main ethnic groupings, Asian children achieved the highest percentage for working at expected standard in separate writing and GPS. Chinese children were the highest achievers for working at the expected standard in separate mathematics; science; and reading, writing and mathematics combined. For</p>

Cohort	Phonics	KS1	KS2
<ul style="list-style-type: none"> British <ul style="list-style-type: none"> ▫ Black African ▫ Black Caribbean ▫ Any Other Black ▪ Chinese ▪ Mixed / Dual Heritage <ul style="list-style-type: none"> ▫ White & Black African ▫ White & Black Caribbean ▫ White & Asian ▫ Any Other Mixed ▪ White <ul style="list-style-type: none"> ▫ White British ▫ Irish ▫ Traveller of Irish Heritage ▫ Gypsy Roma ▫ Any Other White ▪ Any Other Ethnic Group 	<p>main ethnic groups respectively, achieving the expected phonics standard.</p> <p>Based on the more detailed ethnic groups, Chinese children achieved the highest percentage for phonics screening. White and Asian children were the next highest performing ethnic group with 91.9% reaching the standard. In contrast, at 69.2%, phonics attainment was lowest for White and Black Caribbean children compared to all other children. Black Caribbean children had the second lowest performance at 76.5%.</p> <p>Children from Black Caribbean; White and Black Caribbean; White & Black African; and any other ethnic group were underrepresented by varying small amounts, amongst eligible Year 1 children who achieved the required phonics standard - based on comparisons against the proportion these ethnic groups each represented of the overall eligible Year 1 cohort.</p>	<p>and above across all KS1 subjects - reading (67.4%); writing (64.3%); mathematics (72.8%); and science (75.0%).</p> <p>Based upon the more detailed ethnic groups, children of any other Asian background achieved the highest percentage for working at expected standard and above in reading (90.6%) and writing (86.8%). Meanwhile, Chinese children were the highest achievers for working at expected standard and above in mathematics and writing.</p> <p>No one ethnic group repeatedly attained the lowest percentage for working at the expected standard and above across the different KS1 subjects. Pupils of any other ethnic group, singularly had the lowest performance in reading (67.4%) and jointly with White and Black African pupils, had the lowest percentage for attaining the expected standard in science (75.0%). White and Black Caribbean pupils had the lowest performance in writing (63.2%), whilst Black Caribbean pupils had the lowest performance in</p>	<p>separate reading, White pupils achieved the highest percentage for working at the expected standard.</p> <p>Pupils from any other ethnic group attained the lowest percentages across the range of KS2 subjects other than in separate mathematics and reading, writing and mathematics combined, whereby Black pupils had the lowest performance.</p> <p>Based on the more detailed ethnic groups, children of White & Asian background singularly had the highest performance across all subjects - other than mathematics, where they jointly together with Chinese children were the highest performers.</p> <p>Compared to the other detailed ethnic groupings, Black Caribbean pupils achieved the lowest percentage in separate mathematics and science. White & Black Caribbean had the lowest performance in separate writing; GPS; and reading, writing and mathematics combined. Pakistani children attained the lowest in</p>

Cohort	Phonics	KS1	KS2
		<p>mathematics (67.3%).</p> <p>If comparing the proportion of the overall cohort against the cohort of children working at expected standard in each of the KS1 subjects by each ethnic group, children from Black Caribbean; White and Black African; White and Black Caribbean; any other Black background; and from any other ethnic group were slightly but repeatedly underrepresented compared to their peers.</p>	<p>reading.</p> <p>Amongst children working at expected standard, Black Caribbean pupils and those of any White & Caribbean background were repeatedly underrepresented - i.e., across all KS2 subjects (when factoring in the proportion of the eligible cohort these two ethnic groups each accounted for).</p>
<p>EAL</p> <ul style="list-style-type: none"> ▪ English ▪ Other than English ▪ Unknown / Missing 	<p>Children whose first language was English performed better than those whose mother tongue was not English - 85.1% and 84.4% respectively.</p>	<p>Children with English as their first language performed better than pupils with other than English as a first language in reading and science. For writing and mathematics, this position was reversed.</p> <p>When measuring the proportion each group represented of the overall cohort against those working at the expected standard in the various KS1 subjects, children with English as an additional language, were slightly underrepresented amongst those achieving the expected standard in reading, whilst children with English as a first language were</p>	<p>Compared to pupils with English as a first language, children with English as an additional language did better in separate writing; GPS and mathematics. For the other KS2 subjects the position was reversed.</p>

Cohort	Phonics	KS1	KS2
		slightly underrepresented amongst those working at the expected standard in mathematics.	
Disadvantaged pupils <i>(in receipt of pupil premium for FSM6; adopted from care; LAC)</i>	<p>Disadvantaged children performed less well than their non disadvantaged counterparts - 77.7% compared to 87.0% respectively - a difference of more than 9 percentage points.</p> <p>If taking into consideration the proportion of the overall cohort accounted for by disadvantaged children, and compared against the proportion they account for amongst those who successfully met the required phonics standard, it is apparent that disadvantaged children were underrepresented in the latter cohort, be it by a small amount.</p>	<p>Pupils defined as being disadvantaged performed less well than their non disadvantaged counterparts and by a substantial amount. The largest difference in performance was in mathematics - a 9.9 percentage points gap.</p> <p>Taking into account their share of the overall cohort, disadvantaged children were additionally and repeatedly underrepresented amongst those working at the expected standard and above across all KS1 subjects.</p>	<p>Disadvantaged children performed less well than their non disadvantaged counterparts. Additionally, disadvantaged children were consistently underrepresented amongst the cohort of children working at the expected standard and in all KS2 subjects.</p>

Notes: Analysis based on internally held provisional attainment data: Phonics and KS1 – 23/07/2019; and KS2 – 10/09/2019. Analysis of performance by pupil characteristics based on matched January 2019 school census data and pupil premium data.

Sources: Provisional Phonics, KS1 and KS2 2019, and January 2019 school census.

Appendix 2. Key Stage 4 Attainment- School Level Results 2017 to 2019

	Attainment 8		
	2017	2018	2019*
Ark All Saints Academy	n/a	41.9	43.5
Ark Globe Academy	47.8	46.6	45.6
Ark Walworth Academy	46.8	40.6	42.1
Bacon's College	46.9	48.5	50.2
The Charter School North Dulwich	57.4	59.9	59.8
City of London Academy	56.5	52.8	44.7
Compass School Southwark	n/a	40.5	46.3
Harris Academy at Peckham	37.9	42.9	40.8
Harris Academy Bermondsey	49.7	53.3	53.2
Harris Boys Academy East Dulwich	52.5	55.1	52.3
Harris Girls' Academy East Dulwich	52.6	52.3	51.7
Kingsdale Foundation School	55.9	55.9	54.6
Notre Dame RC Girls' School	43.6	47.4	48.3
Sacred Heart RC Secondary School	56.1	55.0	55.3
St Michaels' RC School	53.0	54.2	53.3
St Saviour's & St Olave's CofE School	53.2	56.7	55.1
The St Thomas the Apostle College	52.0	53.8	53.3
University Academy of Engineering SB	n/a	n/a	41.2
Southwark	50.5	50.2	49.3
London	48.9	49.4	49.6
National	46.5	46.6	46.7

	Progress 8		
	2017	2018	2019*
Ark All Saints Academy	n/a	-0.07	0.08
Ark Globe Academy	0.39	0.39	0.41
Ark Walworth Academy	0.18	-0.44	-0.17
Bacon's College	-0.26	-0.04	0.05
The Charter School North Dulwich	0.42	0.68	0.59
City of London Academy	0.31	0.09	-0.46
Compass School Southwark	n/a	-0.53	0.02
Harris Academy at Peckham	-0.18	0.15	0.18
Harris Academy Bermondsey	0.24	0.91	0.93
Harris Boys Academy East Dulwich	0.73	0.80	0.76
Harris Girls' Academy East Dulwich	0.85	0.79	0.65
Kingsdale Foundation School	0.02	-0.07	-0.23
Notre Dame RC Girls' School	0.05	0.60	0.32
Sacred Heart RC Secondary School	1.07	1.10	0.97
St Michaels' RC School	0.43	0.22	0.52
St Saviour's & St Olave's CofE School	0.27	0.56	0.50
The St Thomas the Apostle College	0.91	0.90	1.00
University Academy of Engineering SB	n/a	n/a	-0.53
Southwark	0.31	0.30	0.24
London	0.22	0.23	0.22
National	-0.03	-0.02	-0.03

	English & mathematics % Grades 9 to 5		
	2017	2018	2019*
Ark All Saints Academy	n/a	26%	27%
Ark Globe Academy	46%	48%	36%
Ark Walworth Academy	40%	27%	30%
Bacon's College	42%	47%	49%
The Charter School North Dulwich	61%	69%	67%
City of London Academy	55%	54%	36%
Compass School Southwark	n/a	17%	30%
Harris Academy at Peckham	16%	29%	26%
Harris Academy Bermondsey	47%	42%	45%
Harris Boys Academy East Dulwich	41%	50%	46%
Harris Girls' Academy East Dulwich	52%	55%	49%
Kingsdale Foundation School	62%	61%	59%
Notre Dame RC Girls' School	35%	33%	37%
Sacred Heart RC Secondary School	60%	64%	52%
St Michaels' RC School	55%	56%	53%
St Saviour's & St Olave's CofE School	57%	65%	64%
The St Thomas the Apostle College	48%	54%	58%
University Academy of Engineering SB	n/a	n/a	31%
Southwark	47.8%	48.3%	44.9%
London	48.2%	48.7%	48.8%
National	42.9%	43.5%	43.2%

* 2019 data is provisional and sourced from DfE Performance Tables: <https://www.compare-school-performance.service.gov.uk/>

Sources: GCSE 2017 to 2019 - DfE performance tables and SFR

Notes: School level results above are for mainstream schools that were still operating at the end of 2018/19 academic year. LA and national results are for all state-funded schools.

Appendix 3. Ofsted Ratings - 31st August 2019

Key: 1 – Outstanding. 2 - Good. 3 - Requires Improvement. 4 - Inadequate/Special Measures.

Newly opened schools do not have an inspection judgement in their first three years of operation.

School Name	Type	Current OFSTED:	
		Inspection Date	Inspection Rating
Nursery Schools			
Ann Bernadt Nursery School	Nursery	27/11/201	2
Dulwich Wood Nursery School	Nursery	10/05/201	2
Grove Children & Family Centre	Nursery	02/12/201	2
Kintore Way Nursery School and Children's	Nursery	19/09/201	1
Nell Gwynn Nursery School	Nursery	08/07/201	2
Primary Schools			
Albion Primary School	Primary	11/10/201	1
Alfred Salter Primary School	Primary	05/02/201	2
Angel Oak Academy	Primary	11/10/201	1
The Belham Primary School	Primary	17/07/201	2
Bellenden Primary School	Primary	24/09/201	2
Bessemer Grange Primary School	Primary	10/03/201	2
Boucher Church of England Primary School	Primary	06/05/200	1
Brunswick Park Primary School	Primary	24/04/201	2
Camelot Primary School	Primary	17/01/201	2
The Cathedral School of St Saviour and St Mary	Primary	22/10/200	1
Charles Dickens Primary School	Primary	10/03/200	1
Charlotte Sharman Primary School	Primary	07/11/201	3
Cobourg Primary School	Primary	13/03/201	3
Comber Grove School	Primary	06/05/201	2
Crampton Primary	Primary	04/02/201	1
Crawford Primary School	Primary	12/03/201	1
Dog Kennel Hill School	Primary	12/09/201	2
Dulwich Hamlet Junior School	Primary	16/09/200	1
Dulwich Village Church of England Infants' School	Primary	16/09/200	1
Dulwich Wood Primary School	Primary	06/03/201	2
English Martyrs Roman Catholic Primary School	Primary	07/07/201	2
Friars Primary Foundation School	Primary	16/05/201	2
Galleywall Primary	Primary	14/05/201	1
Goodrich Community Primary School	Primary	07/12/201	2
Goose Green Primary and Nursery School	Primary	31/01/201	3
Grange Primary School	Primary	04/10/201	2
Harris Primary Academy East Dulwich	Primary	09/05/201	1
Harris Primary Academy Peckham Park	Primary	13/03/201	2
Harris Primary Free School Peckham	Primary	19/04/201	2

School Name	Type	Current OFSTED:	
		Inspection Date	Inspection Rating
Heber Primary School	Primary	29/09/201	2
Hollydale Primary School	Primary	06/02/201	2
Ilderton Primary School	Primary	17/06/201	1
Ivydale Primary School	Primary	26/02/201	2
John Donne Primary School	Primary	10/10/201	1
John Ruskin Primary School and Language	Primary	28/01/200	1
Judith Kerr Primary School	Primary	12/05/201	2
Keyworth Primary School	Primary	09/05/201	2
Lyndhurst Primary School	Primary	05/11/201	2
Michael Faraday School	Primary	16/10/201	2
Oliver Goldsmith Primary School	Primary	25/09/201	3
Peter Hills with St Mary's and St Paul's CofE	Primary	21/05/201	2
Phoenix Primary School	Primary	17/06/201	1
Pilgrims' Way Primary School	Primary	01/07/201	2
Redriff Primary School	Primary	13/09/201	1
Riverside Primary School	Primary	04/10/201	1
Robert Browning Primary School	Primary	15/11/201	3
Rotherhithe Primary School	Primary	14/01/201	2
Rye Oak Primary School	Primary	30/11/201	2
Saint Joseph's Catholic Primary School, the	Primary	05/12/201	2
Snowsfields Primary School	Primary	03/07/201	2
Southwark Park Primary School	Primary	06/03/201	2
St Anthony's Catholic Primary School	Primary	23/02/201	2
St Francesca Cabrini Primary School	Primary	11/06/201	2
St Francis RC Primary School	Primary	05/12/201	2
St George's Cathedral Catholic Primary School	Primary	12/12/201	2
St George's Church of England Primary School	Primary	01/05/201	2
St James' Church of England Primary School	Primary	19/11/201	2
St James the Great Roman Catholic Primary	Primary	28/03/201	2
St John's and St Clement's Church of England	Primary	05/12/201	2
St John's Roman Catholic Primary School	Primary	10/02/201	2
St John's Walworth Church of England Primary	Primary	11/09/201	3
St Joseph's Catholic Infants School	Primary	03/10/201	2
St Joseph's Catholic Junior School	Primary	15/01/201	2
St Joseph's Catholic Primary School	Primary	24/05/201	1
St Joseph's Roman Catholic Primary School	Primary	08/01/200	1
St Jude's Church of England Primary School	Primary	15/10/201	2
St Mary Magdalene Church of England Primary	Primary	27/06/201	2
St Paul's Church of England Primary School	Primary	27/02/201	4
St Peter's Church of England Primary School	Primary	24/01/201	2
Surrey Square Primary School	Primary	06/12/201	1
Tower Bridge Primary School	Primary	27/01/201	2
Townsend Primary School	Primary	04/06/201	2

School Name	Type	Current OFSTED:	
		Inspection Date	Inspection Rating
Victory Primary School	Primary	24/10/2011	2

Secondary Schools

Ark All Saints Academy	Secondary	02/06/2015	2
Ark Globe Academy	Secondary	23/10/2014	2
Ark Walworth Academy	Secondary	22/10/2014	2
Bacon's College	Secondary	01/02/2017	4
City of London Academy (Southwark)	Secondary	06/10/2011	2
Compass School Southwark	Secondary	17/05/2017	2
Harris Academy Bermondsey	Secondary	18/03/2015	1
Harris Academy Peckham	Secondary	19/09/2011	2
Harris Boys' Academy East Dulwich	Secondary	07/12/2011	1
Harris Girls' Academy East Dulwich	Secondary	14/03/2012	1
Kingsdale Foundation School	Secondary	14/06/2017	1
Notre Dame Roman Catholic Girls' School	Secondary	21/11/2012	1
Sacred Heart Catholic School	Secondary	11/12/2012	1
St Michael's Catholic College	Secondary	03/07/2013	1
St Saviour's and St Olave's Church of England	Secondary	25/02/2009	1
The Charter School East Dulwich	Secondary	16/10/2018	2
The Charter School North Dulwich	Secondary	04/11/2009	1
The St Thomas the Apostle College	Secondary	20/11/2018	1
University Academy of Engineering South Bank	Secondary	09/05/2017	2

Special Schools

Beormund Primary School	Special	28/02/2013	2
Bethlem and Maudsley Hospital School	Special	17/11/2011	1
Cherry Garden School	Special	04/06/2015	1
Evelina Hospital School	Special	30/01/2013	1
Haymerle School	Special	11/03/2015	2
Highshore School	Special	26/02/2013	2
Newlands Academy	Special	28/11/2012	2
Spa School, Bermondsey	Special	01/12/2015	1
Tuke School	Special	04/10/2011	1

PRU

Southwark Inclusive Learning Service (Sils)	PRU	29/01/2015	2
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Notes: Table above based on latest inspection judgements for schools with an inspection by 31st July 2019
Source: School Inspections and Outcomes: Management Information

The Standards Team would like to thank everyone who contributed to this year's report, and in particular, Albion Primary School, Robert Browning Primary School and St Michael's Catholic College for allowing us to share the photographs of your schools.



APPENDIX 1

2 October 2019

MEPB/SJA/017710.00109/67315775.1

Overarching Grant Agreement

Dated

The Mayor and Burgesses of the London Borough of Southwark
(the Authority)

Leathermarket Community Benefit Society Limited
(Grant Recipient)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Overarching Grant Agreement

dated 2019

Parties

- (1) The Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street London SE1 2TZ (the Authority); and
- (2) Leathermarket Community Benefit Society Limited (registered society IP032294) whose registered office is at 26 Leathermarket Street, London SE1 3HN (the Grant Recipient)

Introduction

- (A) The Authority seeks to make funding available to facilitate the delivery of the the Leathermarket programme of new homes, detailed in the Authority Report to Cabinet relating to this programme.
- (B) The Grant Recipient has submitted proposals to the Authority in respect of the proposed construction and/or delivery of the Outputs and the Authority has agreed in principle to make funding available to enable the delivery of the Outputs.
- (C) It is a condition precedent to the Authority providing any Funding that the Grant Recipient enters into Project Grant Agreements
- (D) This Agreement sets out the overarching principles upon which Funding may be made available to the Grant Recipient and the Grant Recipient's role in securing the delivery of the Outputs. The Project Grant Agreements will set out the detailed terms and conditions upon which specific amounts of Funding will be advanced to the Grant Recipient by the Authority.

Agreed terms

1 Definitions

In this Agreement (including in the introduction and schedules) the following words and expressions have the following meanings:

Associated Person means in relation to a company, a person who performs or has performed services for or on that company's behalf;

Associated Project Documents means each contract and all relevant construction documents entered into or to be entered into by the Authority in relation to a Project including but not limited to planning agreements, appointments of professionals and collateral warranties;

Authority Rent Levels means rents charged in accordance with the Guidance on Rents for Social Housing (May 2014) and the Direction on the Rent Standard (April 2015) or such replacement guidance or direction or legislation

Availability Period means the period from the date of this Agreement until 31 December 2026;

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Commercially Sensitive Information: means information of a commercially sensitive nature relating to the Grant Recipient, its intellectual property rights or its business or any information which the Grant Recipient has indicated to the Authority that, if disclosed by the Authority, would cause the Grant Recipient significant commercial disadvantage or material financial loss;

Committed means, in relation to any amount of the Grant that has been paid to the Grant Recipient, expended or required to be paid to a third party pursuant to a contractual arrangement in connection with the Project but shall not include any amount that is a Prohibited Cost (as defined in the Project Grant Agreement to which the expenditure relates) or is related to a Prohibited Act and **Commit** and **Commitment** shall be construed accordingly;

Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
 - i the business, affairs, customers, suppliers or plans of the disclosing party;
or
 - ii the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Agreement;
- (c) Personal Data; and
- (d) any Commercially Sensitive Information;

Consents means and includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by, of or from any governmental or other authority, the local planning authority, landlord, funder, adjoining land owner or any other person required to undertake the Works or deliver the Outputs;

Contractor means each contractor or other party (however described) engaged by the Grant Recipient (or on behalf of the Grant Recipient) or collaborating with the Grant Recipient in or for the delivery of Works or other Outputs;

Contracts mean the contracts to be entered into by the Grant Recipient with Contractors for or in relation to the Works related to the Outputs;

Direction means a direction by the Secretary of State under Section 15 of the Local Government Act 1999;

DPA means the Data Protection Act 2018 as amended or updated from time to time;

Employers Requirements means the requirements set out in the Authority Employer's Requirements document (which shall be inclusive of a requirement that any Contractor is appointed through a procurement process) to be agreed between the parties in a Project-specific form and annexed to each Project Grant Agreement;

Event of Default means any of the events set out at clause 8;

Extension Event means any of the following:

- (a) exceptionally adverse weather conditions;
- (b) delay in payment by the Authority of any sum properly payable to the Grant Recipient under this Agreement or any Project Grant Agreement;
- (c) delay for a reasonable period due to unforeseen or unknown site conditions;
- (d) delay in relation to any decisions to be taken by the Authority whether under this Agreement, a Project Grant Agreement, in its capacity as the local planning authority or otherwise;
- (e) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power or prerogative which directly affects the execution of the Works by substantially impacting on the price of goods or materials or substantially restricting the availability or use of labour which is essential to the proper carrying out of the Works or materially preventing the Grant Recipient from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Works;
- (f) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (g) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot or civil commotion;
- (h) failure by any statutory undertaker, utility company or other like body to carry out works or provide services which the Grant Recipient has taken all reasonable steps open to it to procure and expedite;
- (i) any failure or major shortage of power, fuel or transport;
- (j) any blockade or embargo;
- (k) any (i) official or unofficial strike; (ii) lockout; (iii) go-slow; or (iv) other dispute; generally affecting the house building industry or a significant sector of it to a material extent;

unless any of the events arises (directly or indirectly) as a result of any wilful default or wilful act or negligent act of the Grant Recipient or any Contractor;

GDPR means the General Data Protection Regulation ((EU) 2016/679);

GLA means the Greater London Authority;

GLA Grant Agreement means the Local Authority Grant Agreement dated 7 February 2019 made between (1) GLA and (2) the Authority;

Good Industry Practice means in relation to a Professional, a Contractor or a subcontractor that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced professional or contractor engaged in the same type of undertaking as that of the Professional, Contractor or subcontractor (as the case may be);

Grant Recipient's Senior Officer means the person notified as such to the Authority by the Grant Recipient;

Information Commissioner has the meaning set out in Part 5 of the DPA;

Information Legislation: means the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004, the Aarhus Convention and Local Audit and Accountability Act 2014 and all applicable laws and regulations relating to Requests for Information and any subordinate legislation from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Insolvency Event means the occurrence of any of the following in relation to the Grant Recipient:

- (a) it is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any indebtedness;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - i the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation on terms previously approved by the Authority;
 - ii a composition, compromise, assignment or arrangement with any creditor;
 - iii the appointment of a liquidator (other than in respect of a solvent liquidation on terms previously approved by the Authority, receiver, administrative receiver, administrator, compulsory manager or other similar officer);
 - iv enforcement of any Security over any assets of the Grant Recipient;
 - v any analogous procedure or step is taken in any jurisdiction; or

- vi any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Grant Recipient;

Legislation means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972,

in each case in the United Kingdom;

Material Adverse Effect means any present or future event or circumstances which could, in the reasonable opinion of the Authority:

- (a) materially impair the ability of the Grant Recipient to perform and comply with its obligations under any Project Document;
- (b) have a severe adverse effect on the business, assets or financial condition of the Grant Recipient; or
- (c) materially impair the validity or enforceability of, or the effectiveness or ranking of, any Project Document or any other security granted or purporting to be granted pursuant to any Project Document or the rights or remedies of the Authority under any Project Document;

Material Failure means a failure on the part of the Grant Recipient (which is not merely trivial or technical in nature) to deliver or procure the delivery of any Output (in whole or in part) in accordance with the timescales set out in the Output Schedule;

Milestone means in relation to each Project a "Milestone" as defined in the relevant Project Grant Agreement;

Milestone Date means the date set out in each Project Grant Agreement by which the relevant Milestone must have been achieved (as the same may be revised by the Authority in accordance with clauses 4.2 or 4.6) otherwise an Event of Default will occur;

Milestone Failure means a failure by the Grant Recipient or any Contractor (as relevant) to achieve any Milestone by the relevant Milestone Date;

Open Book means the transparent and full disclosure of information to be undertaken in utmost good faith and to include the declaration of all information which the Grant Recipient is required to maintain, keep or disclose under this Agreement and any other financial components such as price, profit margins, central office overheads, site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and service, apportionments of these items with all and any books of accounts, correspondence, agreements, orders, invoices, receipts and other documents available for inspection;

Output means:

- a) the social housing units (to be let on secure tenancies in accordance with Part IV of the Housing Act 1985 at Authority Rent Levels) in the number specified in the "No. of Units" column of the Output Schedule; or
- b) the other units as identified in the "Other" column of the Output Schedule,

in either case to be delivered by the Grant Recipient in accordance with a Project Grant Agreement on the corresponding Project Site specified in the "Project Site" column of the Output Schedule;

Output Schedule means the schedule setting out the Outputs at Schedule 1 to this Agreement;

Personal Data: shall have the same meaning as set out in the GDPR;

Professional means any architect, surveyor and any other consultant or advisor with a design or supervisory responsibility for the Works appointed or engaged by the Grant Recipient or a Contractor in connection with the Works;

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of LBS any gift or consideration of any kind as an inducement or reward:
 - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of a Project Document or Associated Project Document; or
 - ii for showing or not showing favour or disfavour to any person in relation to a Project Document or Associated Project Document;
- (b) entering into a Project Document or Associated Project Document in connection with which commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed to the Authority;
- (c) committing any offence:
 - i under legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement; or
 - iii under the Bribery Act 2010; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority;

Project means a scheme to deliver one of the Outputs;

Project Document means any of the following documents:

- (a) this Agreement;
- (b) a Project Grant Agreement;
- (c) any other document designated as such by the Grant Recipient and the Authority;
and
- (d) any document entered into, pursuant to, or which amends or varies any document referred to in paragraphs (a) to (c) (inclusive) above;

Project Funding means funding made or to be made available by the Authority to the Grant Recipient for the purposes of funding a Project in accordance with the terms of the relevant Project Grant Agreement;

Project Grant Agreement means an agreement in the form specified in Schedule 2 in relation to a Project (with any necessary Project specific changes) entered into between the Authority and the Grant Recipient pursuant to which funding is made available to the Grant Recipient to secure the relevant Output (as specified within the relevant Project Grant Agreement);

Project Site means any of the sites identified in the "Project Site" column of the Output Schedule upon which an Output is to be delivered;

Quarter Date means 31 March, 30 June, 30 September and 31 December;

Remediation Plan means a plan (satisfactory in form and substance to the Authority) to remedy and/or mitigate the effects of (as may be the case) and Event of Default, the failure to deliver a Milestone or Output (as applicable) and to be submitted by the Grant Recipient pursuant to clause 4.3.5 or clause 8.2.1;

Report means a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989;

Representative means in relation to a party any affiliate, partner, director, officer, employees, agent, counsel, accountant, consultant, potential financing source and advisor provided that any such person or entity shall only be deemed to be a Representative to the extent they have received Confidential Information from or on behalf that Party;

Request for Information shall have the same meaning as set out in the Information Legislation;

Required Standards means the Employer's Requirements, Good Industry Practice, all Consents and Legislation;

Review Meeting means a meeting of the type described in clause 6.2 or clause 6.3;

Senior Authority Officer means the person notified as such by the Authority to the Grant Recipient;

SGEI Decision means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU) and any re-enactment of the same in United Kingdom law or otherwise;

SGEI Information means such information about the Grant, the expenditure of the Grant, and such other information as the Authority may reasonably request;

State aid means (as the case may be):

- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or
- (b) any aid benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any regulation under UK law in the event that the UK leaves the European Union;

Termination Date means the earlier of:

- (a) the date on which this Agreement is terminated in accordance with the terms of this Agreement; and
- (b) the date four (4) years after the achievement of the Total Outputs;

Total Outputs means the Outputs for all Projects set out in the Output Schedule (as the same may be amended from time to time in accordance with the terms of this Agreement);

Waiver Condition means provision of satisfactory evidence by the Grant Recipient to the Authority that the relevant Prohibited Act was committed by:

- (a) an employee acting independently of the Grant Recipient and such employee's employment is terminated within 20 Business Days of the Authority serving notice on the Grant Recipient of such Prohibited Act; or
- (b) the Grant Recipient, the Contractor or a subcontractor (or any employee of a subcontractor not acting independently of the subcontractor) and the relevant subcontract is terminated within 20 Business Days of the Authority serving notice on the Grant Recipient of such Prohibited Act; or
- (c) an employee of a subcontractor acting independently of such subcontractor and such employee's employment is terminated within 20 Business Days of the Authority serving notice on the Grant Recipient of such Prohibited Act; or
- (d) any person not specified in paragraphs (a), (b) or (c) and the Grant Recipient (or the Grant Recipient, the Contractor or any subcontractor) has severed links with such person (whether his employment, appointment or any other link) within 20 Business Days of the Authority serving notice on the Grant Recipient of such Prohibited Act,

where acting independently means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant subcontractor;

Working Day means a Monday, Tuesday, Wednesday, Thursday or Friday but excluding any day which is a public holiday;

Works means all the works (including design, infrastructure works and all other works necessary) to deliver the Projects and Outputs to the Required Standards.

1.2 Interpretation

1.2.1 The masculine includes the feminine and vice versa.

1.2.2 The singular includes the plural and vice versa.

1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, appendix, annexure or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix, annexure or section heading of this Agreement.

1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.

1.2.5 Any reference to any enactment, order, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.

1.2.6 A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.

1.2.7 Headings are for convenience of reference only.

1.2.8 A party means a party to this Agreement.

1.2.9 The words includes or including are to be construed without limitation.

1.2.10 In any case where the consent or approval of the Authority (or any officer of the Authority) is required or a notice is to be given by or to the Authority, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified to the other parties from time to time. Any consent, approval or refusal to consent or approve should be issued within a reasonable timeframe.

1.2.11 An obligation to do anything includes an obligation to procure its being done.

1.2.12 Any restriction includes an obligation not to permit infringement of the restriction.

1.2.13 The term Project Site includes each and every part of it and any estate or interest in it.

- 1.2.14 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.15 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.16 No review comment or approval by the Authority under the provisions of this Agreement shall operate to exclude or limit the Grant Recipient's obligations or liabilities under this Agreement save where the Authority have confirmed the said review comment or approval in writing.
- 1.2.17 The Grant Recipient shall be responsible as against the Authority for the acts or omissions of any Contractor or Professional as if they were the acts or omissions of the Grant Recipient.
- 1.2.18 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Authority shall, unless otherwise expressly stated in this Agreement or agreed in writing by the Authority, relieve the Grant Recipient of any of its obligations under any Project Grant Agreement or any Associated Project Documents or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the Authority in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.3 Save where a contrary intention is shown or where an express discretion is given by this Agreement, the Authority will act in a commercially reasonable manner in deciding whether to give any consent, agreement, determination or approval or express its satisfaction and whether to give any such consent, agreement, determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

2 Principles of the provision of Funding

- 2.1 The Authority (in the exercise of its powers) has agreed in principle (subject to the terms of this Agreement and each Project Grant Agreement) during the Availability Period to make available the Project Funding.
- 2.2 The parties acknowledge and agree that the provision of any Project Funding in relation to each Project by the Authority is subject to:
- 2.2.1 due diligence (including financial and legal due diligence) having been carried out by the Authority and the results of which being satisfactory to the Authority;
- 2.2.2 the Authority being satisfied that any such funding would not constitute a State aid;
- 2.2.3 an Authority representative being retained as an observer on the board of the Grant Recipient for the duration of this Agreement;

2.2.4 a Project Grant Agreement having first been concluded between the Authority and the Grant Recipient; and

2.2.5 the terms of the relevant Project Grant Agreement that has been entered into.

2.3 The parties further acknowledge and agree that the entering into any Project Grant Agreement by the parties is conditional upon the Authority first confirming in writing that it considers that it has sufficient funds available to meet the likely reasonable costs required to deliver the relevant Project.

2.4 The Grant Recipient shall cooperate with and assist the Authority in:

2.4.1 satisfying Clauses 2.2.1– 2.2.3; and

2.4.2 ensuring that while administering grant payments, such payments do not constitute overcompensation having regard to the relevant State aid rules.

3 **State Aid**

The Grant Recipient is entrusted by the Authority to develop homes to achieve the Outputs. The intention is that funding provided by means of the Project Grant Agreements conforms with the requirements of the SGEI Decision.

4 **Outputs**

4.1 The Grant Recipient acknowledges that the Authority (subject to clause 2 and each Project Grant Agreement) seeks to fund the delivery of the Total Outputs on the understanding that the Grant Recipient shall seek to deliver the Total Outputs.

4.2 If and to the extent that any variation is agreed in relation to a Project Grant Agreement which has the effect or ought to have the effect of varying the Total Outputs or the Outputs for any Project Site, the parties must vary the terms of this Agreement to give effect to the variation of the Project Grant Agreement's terms.

4.3 In the event of a Material Failure the Authority shall be entitled to do any one or more of the following:

4.3.1 terminate this Agreement in its entirety where the failure has a Material Adverse Effect;

4.3.2 terminate the Project Grant Agreement the performance or non-performance of which contributed to the Material Failure;

4.3.3 cancel any undrawn payment due under the relevant Project Grant Agreement;

4.3.4 recover any **sums which are not Committed** paid to the Grant Recipient pursuant to the relevant Project Grant Agreement; and/or

4.3.5 require the Grant Recipient to prepare a Remediation Plan and submit the plan to the Authority for its approval within ten (10) Business Days of the Authority's request.

- 4.4 Termination of any Project Grant Agreement by the Authority will entitle the Authority to exercise the rights set out in clause 4.3 (except clause 4.3.2).
- 4.5 If a Milestone Failure occurs or is in the opinion of the Authority likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and such Milestone Failure is not (in the reasonable opinion of the Authority) the result of an Extension Event, the Authority shall be entitled in its absolute discretion (but not be obliged) to:
- (a) exercise the rights described under clause 8; or
 - (b) agree a revised Milestone and/or Milestone Date with the Grant Recipient in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Milestone and/or Milestone Date.
- 4.6 Where any Milestone Failure occurs or is in the opinion of the Authority likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and the Authority determines that such failure is the result of an Extension Event the Authority shall extend the relevant Milestone Date by such reasonable period as it considers appropriate to take account of the delay caused or likely to be caused by the Extension Event.

5 **Grant Recipient's Obligations**

5.1 The Grant Recipient must:

- 5.1.1 allow the Authority (or, procure permission for the Authority) to visit any Project Sites at reasonable times and on reasonable notice for the purposes of monitoring the Grant Recipient's progress in delivering the Project;
- 5.1.2 ensure that there is no breach of the GLA Grant Agreement or the Employers Requirements and not make any changes to the Employers Requirements without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed);
- 5.1.3 not permit construction to commence development on any Project Site without providing a signed and completed copy of the relevant Contract to the Authority and evidencing "Start on Site" as defined in the GLA Grant Agreement; and
- 5.1.4 where the Grant Recipient has submitted a Remediation Plan and that plan has been approved by the Authority, implement the Remediation Plan in accordance with its terms.

6 **Notifications, reporting and audit**

6.1 The Grant Recipient shall notify the Authority:

- 6.1.1 immediately upon any change (whether actual or proposed) required to the Outputs other than any change permitted under this Agreement;
- 6.1.2 immediately upon becoming aware of any event which:
 - (a) has or might have a Material Adverse Effect on the Grant Recipient; or

- (b) prejudices or might prejudice the Grant Recipient's ability to deliver any of the Outputs in accordance with the Output Schedule; or
 - (c) constitutes or might constitute a Milestone Failure; or
 - (d) prejudices or might prejudice the Grant Recipient's ability to deliver any Works; or
 - (e) has resulted in or might give rise to the making of a Report or Direction;
- 6.1.3 as soon as reasonably practicable on becoming aware of any claim brought against the Grant Recipient arising out of or relating to the activities of the Grant Recipient and/or the Project Funding or pursuant to any Associated Project Document;
- 6.1.4 immediately upon there being a proposed material change to any Associated Project Document;
- 6.1.5 immediately upon the occurrence of an Event of Default.
- 6.2 The Authority and the Grant Recipient shall attend a Review Meeting within ten (10) Business Days of each Quarter Date (or within such longer period as the Authority may at its absolute discretion agree) to discuss (but without limitation) progress in achieving the Outputs and such other matters in relation to the performance of this Agreement as are notified by either party to the other in writing at least five (5) Business Days prior to the date of the Review Meeting.
- 6.3 The Authority or the Grant Recipient may also call a Review Meeting at any time outside of the quarterly cycle provided that the party requesting the meeting gives reasonable prior written notice to the other of such meeting.
- 6.4 Nothing in this clause 6 shall prevent the Authority from requesting (whether on behalf of itself or any Government office) at any other time information from the Grant Recipient in respect of the delivery of the Outputs or such other matters relating to the performance of this Agreement and the Grant Recipient shall promptly respond to any such request.
- 6.5 The Grant Recipient shall, as and when requested by the Authority, make available to the Authority on an Open Book basis and in a timely manner where required in connection with this Agreement or the Associated Project Documents a copy of each of: all data, materials, documents and accounts of any nature created (including the SGEI Information), acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient (including by its officers, employees, agents or consultants) for the purposes of the Associated Project Documents.

7 **Change in financial circumstances**

The Grant Recipient shall notify the Authority immediately where there is or has been any material withdrawal or reduction of any funding or income in relation to the Project available to the Grant Recipient.

8 **Events of Default**

- 8.1 An Event of Default occurs where:

- 8.1.1 An Insolvency Event has occurred in relation to the Grant Recipient;
 - 8.1.2 a Milestone Failure has occurred or is in the reasonable opinion of the Authority likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and such Milestone Failure is not the direct result of a Extension Event;
 - 8.1.3 the Grant Recipient fails to perform and/or observe any obligation or restriction on it under any Project Grant Agreement or Associated Project Document (to which it is a party) such that delivery of the relevant Outputs in the opinion of the Authority is unlikely to be achieved and/or a Project Grant Agreement is terminated;
 - 8.1.4 the Grant Recipient fails to comply with clauses 6.1.3, 6.1.4 and/or 7;
 - 8.1.5 the Authority believes that any information or change notified to it pursuant to clauses 6 and/or 7 or which it otherwise becomes aware of has or might have a Material Adverse Effect;
 - 8.1.6 the Grant Recipient or where applicable any Contractor, subcontractor, employee, officer or agent commits any Prohibited Act (in respect of which the Waiver Condition has not been satisfied) or a Report or Direction is made;
 - 8.1.7 the Grant Recipient or where applicable any Contractor, subcontractor, employee, officer or agent commits any act which has the effect of putting the Authority in breach of the GLA Grant Agreement or in material breach of the Employer Requirements; or
 - 8.1.8 there has been an act/omission on the part of the Grant Recipient or of any of its Contractors that in the Authority's opinion harms or has the potential to harm the reputation of the Authority, the GLA or the Mayor of London or to bring them into disrepute.
- 8.2 Where an Event of Default has occurred the Authority may by notice to the Grant Recipient:
- 8.2.1 require the Grant Recipient to prepare a Remediation Plan to remedy and/or mitigate the effects of the Event of Default and submit such plan to the Authority within ten (10) Business Days of such request for approval;
 - 8.2.2 reduce or cancel the then applicable Project Funding for any Project Site; and/or
 - 8.2.3 subject to 8.3.3 terminate this Agreement.
- 8.3 In relation to the exercise by the Authority of its rights under clause 8.2:
- 8.3.1 such exercise will be without prejudice to any other right of action or remedy of the Authority (including any claim for damage) in respect of the Event of Default; and
 - 8.3.2 if the Authority exercises its rights under clause 8.2.1, the Grant Recipient will, after notice from the Authority, remedy the Event of Default to the Authority's

satisfaction within such period as prescribed in the relevant Remediation Plan and subject to such conditions as the Authority may determine; and

- 8.3.3 where an Event of Default occurs under any of clauses 8.1.2, 8.1.3 or 8.1.5 the Authority will take the steps set out in clauses 8.2.1 and/or 8.2.2 to afford the Grant Recipient the opportunity to prepare a Remediation Plan to remedy and/or mitigate the effects of the Event of Default and submit such plan to the Authority within ten (10) Business Days of the date of the request from the Authority to prepare such a plan.

9 **Public relations and publicity**

- 9.1 The Grant Recipient will ensure that the Authority's requirements from time to time in relation to public relations and publicity for capital projects (including site signage) as notified to the Grant Recipient from time to time are observed and implemented in respect of the Outputs.
- 9.2 Save as permitted in any relevant Project Grant Agreement, the Grant Recipient will not and will procure that no Contractor, officer, employee or agent will communicate with any representative of any press, television, radio or other communications media on any matter concerning the Project Documents and/or the Outputs without the Authority's prior written consent.
- 9.3 The Authority will have the right to approve any announcement in relation to the Projects, the Project Documents and/or the Outputs before it is made. 9.4 The Grant Recipient grants the Authority a non-exclusive, royalty free licence (to the extent that it can grant such a licence) to use any photographs, records, images, articles or illustrations in relation to the Projects undertaken by or for the Grant Recipient for use in any publicity or advertising, whether published alone or in conjunction with any other person.

10 **Reputation of the parties**

- 10.1 The Grant Recipient will not, and will use all reasonable endeavours to procure that all Contractors, officers, employees or agents will not knowingly do or omit to do anything in relation to the Project Documents, the Associated Project Documents and/or the Outputs or in the course of their other activities that may bring the standing of the Authority into disrepute or attract adverse publicity for the Authority.
- 10.2 No party will publish any statement, orally or in writing, relating to the other party which might damage that other party's reputation or that of any of its officers or employees.

11 **Confidentiality and freedom of information**

11.1 **Confidentiality**

- 11.1.1 Subject to clause 11.1.2, each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or

- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.1.

11.1.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:

- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Information Legislation;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
- (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
- (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

11.1.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 11.1.3.

11.1.4 The provisions of this clause 11 shall survive for a period of twelve (12) years from the Termination Date.

11.2 **Freedom of information**

11.2.1 The Grant Recipient acknowledges that the Authority is subject to the requirements of the Information Legislation. The Grant Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the Information Legislation;

- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 11.2.2 The Grant Recipient acknowledges that the Authority may be required under the Information Legislation to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Grant Recipient. The Authority shall take reasonable steps to notify the Grant Recipient of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the Information Legislation.
- 11.2.3 Notwithstanding any other term of this Agreement, the Grant Recipient consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the Information Legislation
- 11.2.4 The Authority shall, prior to publication, consult with the Grant Recipient on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Grant Recipient shall assist and co-operate with the Authority to enable the Authority to publish this Agreement.
- 11.2.5 The Grant Recipient shall ensure that all Information acquired or produced in the course of this Agreement or relating to this Agreement is safely retained and available for disclosure during the Availability Period and for six (6) years afterwards and shall permit the Authority, its internal auditors and the District Auditor to inspect such records as requested from time to time. In default of compliance, the Authority may recover possession of such materials and the Grant Recipient shall permit the Authority or its approved agents to enter for those purposes any premises of the Grant Recipient where any such materials may be held.
- 11.2.6 Where the Authority requires any Information from the Grant Recipient relating to any potential or actual claim by a third party against the Authority, the Grant Recipient shall ensure that any Information requested by the Authority is supplied to the Authority in sufficient time to enable the Authority to comply with any relevant procedural rules.

12 **Data Protection**

- 12.1 The Grant Recipient warrants and represents that it has obtained all necessary registrations, notifications and consents required by the DPA to process Personal Data (as defined in the DPA) for the purposes of performing its obligations under the Project Documents.
- 12.2 The Grant Recipient undertakes that to the extent that the Grant Recipient and/or any of its employees receives, has access to and/or is required to process Personal Data on behalf of the Authority (the **Authority's Personal Data**) for the purpose of performing its obligations under the Project Documents or the Associated Project Documents it will at all times comply with the provisions of the DPA for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA.
- 12.3 The Grant Recipient agrees to comply at all times with the DPA and to use all reasonable efforts to assist the Authority to comply with such obligations as are imposed on the Authority by the DPA and not to perform its obligations under the Project Documents or the Associated Project Documents in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.
- 12.4 The Grant Recipient will indemnify the Authority against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the Authority as a result of the Grant Recipient's destruction of and/or damage to any of the Authority's Personal Data processed by the Grant Recipient, its employees, agents, or any breach of or other failure to comply with the obligations in the DPA and/or this clause 12 by the Grant Recipient, its employees, agents or Contractors.
- 12.5 The Grant Recipient undertakes to include obligations no less onerous than those set out in this clause 12, in all contractual arrangements with Associated Persons and/or with agents engaged by the Grant Recipient in performing its obligations under the Project Documents.

13 **Senior Officers**

13.1 **Authority of the Grant Recipient's Senior Officer**

The Grant Recipient represents to the Authority that the Grant Recipient's Senior Officer has full authority to act on its behalf for all purposes under the Project Documents. The Authority is entitled to treat any act of the Grant Recipient's Senior Officer in connection with the Project Documents as being expressly authorised by the Grant Recipient (save where the Grant Recipient has notified the Authority that such authority has been revoked) and the Authority will not be required to determine whether any express authority has in fact been given. The Grant Recipient's Senior Officer may authorise any of their subordinates to exercise their powers under the Project Documents by notice to the Authority.

13.2 **Authority of Senior Authority Officer**

The Authority represents to the Grant Recipient that the Senior Authority Officer has full authority to act on its behalf for all purposes under the Project Documents. The Grant Recipient is entitled to treat any act of the Senior Authority Officer in connection with the Project Documents as being expressly authorised by the Authority (save where the

Authority has notified the Grant Recipient that such authority has been revoked) and the Grant Recipient will not be required to determine whether any express authority has in fact been given. The Senior Authority Officer may authorise any of their subordinates to exercise any of their powers under any Project Document.

14 **No agency, partnership or employment**

14.1 Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties for any purpose whatsoever.

14.2 The Grant Recipient shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Authority and the Grant Recipient. Neither the Grant Recipient nor any of its respective employees shall at any time hold itself or themselves out to be an employee of the Authority.

14.3 The Grant Recipient will not say or do anything which may pledge the credit of or otherwise bind the Authority or that may lead any other person to believe that the Grant Recipient is acting as the Authority.

15 **Assignment and sub-contracting**

15.1 The Authority will be entitled to transfer or assign all or part of this Agreement.

15.2 The Grant Recipient will not be entitled to transfer or assign all or part of this Agreement without the prior written consent of the Authority.

16 **No fettering of discretion/statutory powers**

Nothing contained in or carried out pursuant to any Project Document and no consents given by the Authority or the Grant Recipient will unlawfully prejudice the Authority's rights, powers, duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

17 **Dispute Resolution**

17.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this clause 17.

17.1.1 In the event that the Grant Recipient or the Authority consider that a Dispute exists, such party will serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute.

17.1.2 Senior representatives of the parties (the **Senior Representatives**) will meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of receipt of a Notice of Dispute and use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this clause 17. Any unanimous resolution of the Senior Representatives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.

- 17.1.3 If the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Representatives, such Dispute shall at the request of either Party be referred to a mediator for mediation.
- 17.1.4 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party shall within fourteen (14) days from the date of the request to appoint a mediator or within fourteen (14) days of notice to either Party that he or she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (**CEDR**) to appoint a mediator.
- 17.1.5 The Parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure (the **Model Procedure**). The cost of such mediation shall be split equally between the Parties or as otherwise determined by the Parties during the mediation process.
- 17.1.6 The mediation will be conducted on a without prejudice basis and in strict confidence.
- 17.1.7 If a Dispute is settled through mediation, the terms of the settlement will be recorded in writing in a legally binding form signed by a duly authorised representative of each of the Parties. If a settlement is reached while proceedings are pending, the Parties acknowledge that an appropriate application must be made to the courts to render the terms of the settlement as a consent order or award.
- 17.1.8 If, within twenty eight (28) calendar days of the mediator being appointed, the mediation has not resulted in the settlement of the Dispute being reached, then the mediation procedure shall, unless otherwise agreed, be terminated.
- 17.1.9 If either Party withdraws from the mediation at any time, the mediation procedure will be terminated and either Party will be free to request that the Dispute be referred for arbitration under the Arbitration Act 1990.
- 17.2 If the Parties cannot agree on the identity of the arbitrator to settle the Dispute within fourteen (14) days after the request that the Dispute be referred for arbitration the arbitrator shall be appointed at either Party's request by the President of the Law Society of England and Wales. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be borne by the Parties in such proportions as determined by the arbitrator.
- 17.3 The award by the arbitrator shall be final and binding on the parties and judgment rendered on the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 17.4 In the event that the Dispute or complaint is not capable of being resolved through this mediation procedure then it shall be subject to the jurisdiction of the courts of England and Wales.
- 17.5 Nothing in this Clause 17 shall affect either Party's right, where appropriate, to apply to any court of competent jurisdiction seeking:

- (a) an injunction, specific performance or similar court order to enforce the obligations of the other party; or any interim or provisional relief that may be necessary to protect the rights or property of that party pending resolution of the Dispute in accordance with this Clause.

18 Notices

18.1 Any notice to be given hereunder shall be in writing addressed to Senior Authority Officer or to Grant Recipient's Senior Officer (as applicable) and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by a recorded delivery service addressed in the case of any party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses a party may from time to time notify to the other in writing provided that such other address is within England and Wales.

18.2 Any notice shall be deemed to be given by the sender and received by the recipient:

18.2.1 if delivered by hand, when delivered to the recipient; or

18.2.2 if delivered by a recorded delivery service, three (3) Business Days after delivery including the date of postage

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

19 Rights of third parties

Except as otherwise expressly provided no person who is not a party shall be entitled to enforce any terms of this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

20 Entire agreement

20.1 This Agreement and the conditions herein contained together with the schedules constitute the entire agreement between the parties in relation to its subject matter and may only be varied or modified by written agreement of the Grant Recipient and the Authority.

20.2 The Grant Recipient hereby acknowledges that save as set out or referred to in the Agreement there are and have been no representations made by or on behalf of the Authority of whatsoever nature on the faith of which the Grant Recipient is entering into this Agreement.

21 Severance

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

22 Waiver

22.1 The failure of any party at any one time to enforce any provision of this Agreement in no way affects its right thereafter to require complete performance by the other party, nor may

the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself. The rights and remedies contained in this Agreement are cumulative and not exclusive of each other nor of rights or remedies provided by law.

23 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

In witness of which this Agreement has been duly executed as a deed and is delivered and takes effect on the date written at the beginning of this Agreement.

Schedule 1 – Output Schedule

Project Site	No. of Units	Other	Start	Finish
LeatherMarket - Joseph Lancaster	40		June-19	October -21
LeatherMarket - Elim Estate sites (Ballcourt, Garges and Triangle site)	46	Office Provision Community Space	March 2021	March 2023
LeatherMarket - Cluny estate (Garages and infill)	8		October 2021	March 2023
Decima Street	2		October 2021	March 2023
LeatherMarket - Lawson estate	7		December 2021	October 2023
LeatherMarket - Whites Grounds estate	4		October 2021	March 2023
LeatherMarket - Falmouth Road	14		Decemer 2021	October 2023
LeatherMarket - JMB Office site	40		June 2023	Decembe 2024

Schedule 2 – Form of Project Grant Agreement

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF SOUTHWARK)
in the presence of:)

Authorised Officer

Executed as a deed by)
Leathermarket Community Benefit)
Society LIMITED)
acting by a director in the presence of:)

.....
Signature of director

.....
Signature of witness

.....
Name (in BLOCK CAPITALS)

Address.....

.....

2 October 2019

MEPB/SJA/017710.00109/67314891.1

Project Grant Agreement

Dated

The Mayor and Burgesses of the London Borough of Southwark
(the Authority)

Leathermarket Community Benefit Society Limited
(Grant Recipient)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Project Grant Agreement

Dated

Between

- (1) The Mayor and Burgesses of the London Borough of Southwark whose principal office is at 160 Tooley Street London SE1 2TZ (the **Authority**); and
- (2) Leathermarket Community Benefit Society Limited (registered society number IP032294) whose registered office is at 26 Leathermarket Street, London SE1 3HN (the **Grant Recipient**)

Recitals

- A The Authority seeks to fund the development of the "Output" as identified in the Inception Report.
- B The Parties have entered into the Overarching Agreement identifying the sites and the number of housing units to be delivered on each site and setting out the overarching terms on which funding will be available.
- C It is a condition precedent to the Authority making funding available for the development of each site that the Parties enter into project grant agreement.
- D This Agreement has been entered into in order to make grant funding available for the Project in accordance with the terms of this Agreement.
- E The Authority acknowledges that the Grant Recipient has formed the Development Subsidiary to facilitate the Development in a cost-effective manner.

It is agreed:

1 Definitions and interpretation

- 1.1 In this Grant Agreement the following words or phrases have the following meaning ascribed to them:

Affiliate means, in relation to any legal entity which is part of a group of entities under common control by virtue of shareholding, membership and/or board representation, any other entity within the same group of entities including in relation to the Grant Recipient the Development Subsidiary

Approval means approved in writing and **Approve** and **Approved** shall be construed accordingly;

Authority Rent Levels means rents charged in accordance with the Guidance on Rents for Social Housing (May 2014) and the Direction on the Rent Standard (April 2015) or such replacement guidance or direction or legislation);

Authority's Senior Officer means the Strategic Director of Housing and Modernisation for the time being or such other person as may be notified by the Authority to the Grant Recipient

and who in any case has full authority to act on behalf of the Authority for all purposes in connection with this Agreement;

Building Contract means the building contract entered into or proposed to be entered into by the Grant Recipient and/or the Development Subsidiary and a building contractor for the construction of the Development in accordance with the Planning Permission which shall include step-in rights in favour of the Authority to enable the Authority to enforce the provisions of the building contract against the appointed building contractor and perform any of the obligations imposed on the Grant Recipient and/or the Development Subsidiary in the event that either the Grant Recipient and/or the Development Subsidiary fails or is unable to perform its obligations under or enforce the provisions of the building contract;

Building Contractor means the building contractor who has entered into the Building Contract with the Grant Recipient and/or the Development Subsidiary;

Building Contract Milestone means (prior to commencing the Construction stage):

- (a) the Approval by the Authority of:
 - (i) the Building Contract;
 - (ii) a report submitted by the Grant Recipient to the Authority demonstrating to the Authority's satisfaction that detailed design of the Development to reflect completion of RIBA Stage 4 Technical Design has been completed
 - (iii) supporting materials including a construction programme and details of any retention(s) monies;
 - (iv) evidence of the Grant Recipient's compliance with Authority procurement requirements (including provision of appropriate public liability insurance);
 - (v) evidence that warranties to the Authority's satisfaction have been or will be obtained from the appointed Building Contractor in favour of each of the Grant Recipient and the Authority;
 - (vi) the Schedule of Costs; and
 - (vii) an updated risk assessment in connection with the Project;
- (b) confirmation in writing by the Authority that it has sufficient funds available to meet the Delivery Stage Allocation Amount (as specified in the relevant Approved Schedule of Costs) for the Construction Stage;

Claim Form means a claim form in the form set out at Appendix 1 to include:

- (a) details of the Delivery Stage and the particular costs in the Schedule of Costs to which the Claim Form relates;
- (b) an explanation of the need for each instalment claimed;
- (c) details of how much of each of the Project Specific Allocation Amount and the Delivery Stage Allocation Amount has been paid to the Grant Recipient to date;

- (d) such other evidence as is necessary to demonstrate that sufficient progress with the Project has been made; and
- (e) confirmation that all Grant instalments paid to the Grant Recipient prior to the date of the relevant Claim Form are fully Committed;

Commercially Sensitive Information means information of a commercially sensitive nature relating to the Grant Recipient, its intellectual property rights or its business or any information which the Grant Recipient has indicated to the Authority that, if disclosed by the Authority, would cause the Grant Recipient significant commercial disadvantage or material financial loss;

Committed means, in relation to any amount of the Grant that has been paid to the Grant Recipient, expended or required to be paid to a third party pursuant to a contractual arrangement in connection with the Project but shall not include any amount that is a Prohibited Cost or is related to a Prohibited Act and **Commit** and **Commitment** shall be construed accordingly;

Conditions of Grant means the conditions set out at Clause 4;

Confidential Information means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; or (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Agreement;
- (c) Personal Data; and
- (d) any Commercially Sensitive Information;

Construction Stage means the stage of delivery of the Project comprising:

- (a) enabling works prior to commencement of construction;
- (b) the construction of the Development up to Practical Completion and making ready for occupation of the residential units within the Development; and
- (c) the defects period and any such further period as may be required for the Grant Recipient and/or the Development Subsidiary to remedy any defects in the Development arising during the defects period;

Data Protection Legislation means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;

Delivery Stage means any of the following:

- (a) the Feasibility Stage;
- (b) the Planning Stage;
- (c) the Detailed Design and Contract Procurement Stage;
- (d) the Construction Stage; and
- (e) the Final Payment Stage

Delivery Stage Allocation Amount means in relation to a Delivery Stage the maximum amount of the Grant which may subject to the provisions of this Agreement be available to fund that Delivery Stage as specified in the Feasibility Report Approved by the Authority or as otherwise Approved by the Authority;

Design Guide means the version of the London Housing Design Guide applicable at the submission by the Grant Recipient of the Planning Application;

Detailed Design and Contract Procurement Stage means the stage of delivery of the Project comprising:

- (a) the procurement and negotiation of and entering into a Building Contract; and
- (b) the preparation of detailed designs for the Development to reflect completion of RIBA Stage 4 Technical Design;

Development means the development to achieve the "Output" as specified in the Inception Report Approved by the Authority and as specified in the Feasibility Report Approved by the Authority;

Development Client Cost means any of the following costs which shall be identified in the Schedule of Costs:

- (a) staff costs and other internal costs of the Applicant;
- (b) statutory fees where these are not directly met by the Authority;
- (c) finance charges; and
- (d) administration costs

provided that such costs relate to the Project and collectively and over the whole course of the Project do not exceed four per cent (4%) of the Project Specific Allocation Amount;

Development Subsidiary means Leathermarket Community Housing Limited, a company registered in England with company number 11489083, registered at 26 Leathermarket Street, London SE1 3HN and which is wholly owned by the Grant Recipient

Due to an Extension Event means in the reasonable opinion of the Authority taking into account evidence provided by the Grant Recipient of the existence and nature of the Extension Event and the Extension Period that the failure to achieve a "Start on Site" as

defined in the GLA Agreement was caused by the occurrence of the Extension Event and not otherwise and that the Grant Recipient could not reasonably have avoided such failure;

EIR means the Environmental Information Regulations 2004 (as amended);

Employers Requirements means the requirements set out in the Authority's Employer's Requirements Document inclusive of requirement that any Building Contractor be appointed through a procurement process finalised and provided to the Grant Recipient following written approval of the pre-planning report by the Authority;

Employers Requirements Document means the document appended to this Agreement at Appendix 2;

Extension Event means any of the following events:

- (a) exceptionally adverse weather conditions;
- (b) delay in payment by the Authority of any sum properly payable to the Grant Recipient under the Overarching Agreement or this Agreement;
- (c) delay for a reasonable period due to unforeseen or unknown site conditions;
- (d) delay in relation to any decisions to be taken by the Authority whether under this Agreement, the Overarching Agreement, in its capacity as the local planning authority or otherwise;
- (e) the exercise after the date of this Agreement by the United Kingdom Government of any statutory or prerogative power which directly affects the execution of the Works by substantially impacting on the price of goods or materials or substantially restricting the availability or use of labour which is essential to the proper carrying out of the Works or materially preventing the Grant Recipient from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Works;
- (f) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (g) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot or civil commotion;
- (h) failure by any statutory undertaker, utility company or other like body to carry out works or provide services which the Grant Recipient has taken all reasonable steps open to it to procure and expedite;
- (i) any failure or major shortage of power, fuel or transport;
- (j) any blockade or embargo;
- (k) any of the following events that generally affects the house building industry or a significant sector of it to a material extent:
 - (i) official or unofficial strike;
 - (ii) lockout;

- (iii) go-slow; or
- (iv) other dispute;

provided that none of the above events constitutes an Extension Event to the extent that it arises (directly or indirectly) as a result of any wilful default or wilful act or negligent act of the Grant Recipient or any Contractor and no Extension Event continues for longer than the Extension Period;

Extension Period means in the Authority's reasonable opinion (taking into account evidence provided by the Grant Recipient) the period commencing on the date on which the Extension Event commenced and ending on the date on which the Extension Event ends;

Feasibility Report means a report comprising:

- (a) details of the Site;
- (b) details of the Development;
- (c) the feasibility assessment including its results/conclusions in relation to the Development;
- (d) the Outline Costs;
- (e) the Programme;
- (f) details of likely key delivery partners; and
- (g) an assessment of risk in connection with the Project;

Feasibility Report Milestone means (prior to the Planning Stage):

- (a) the Approval by the Authority of the Feasibility Report; and
- (b) confirmation in writing by the Authority that it has sufficient funds available to meet the Delivery Stage Allocation Amount (as specified in the relevant Approved Schedule of Costs) for the Planning Stage;

Feasibility Stage means the stage of the delivery of the Project comprising the procurement by the Grant Recipient of a feasibility assessment of the Project and the preparation of the Feasibility Report;

Final Payment Stage means the stage of the delivery of the Project comprising the payment by the Grant Recipient of the Building Contract retention monies to the Building Contractor;

FOIA means the Freedom of Information Act 2000 (as amended);

GDPR means General Data Protection Regulation ((EU) 2016/679);

GLA means the Greater London Authority;

GLA Grant Agreement the Local Authority Grant Agreement dated 7 February 2019 made between (1) GLA and (2) the Authority;

Grant means the funding for the delivery of the Project which shall be available to the Grant Recipient in accordance with this Grant Agreement;

Grant Period means the period beginning on the date of the Inception Report Milestone and ending on the date 6 (six) years following the date of the Inception Report Milestone;

Grant Recipient's Senior Officer means the programme director for the time being or such other person as may be notified by the Grant Recipient to the Authority and who in any case has full authority to act on behalf of the Grant Recipient for all purposes in connection with this Agreement;

Inception Report means a report or statement prepared by or on behalf of the Grant Recipient identifying one of the "Outputs" as defined in the Overarching Agreement and proposing to deliver such "Output" and setting out the indicative overall costs of delivering such "Output" and a detailed breakdown of costs relating to the Feasibility Stage;

Inception Report Milestone means:

- (a) the Approval by the Authority of the Inception Report; and
- (b) confirmation in writing by the Authority that it has sufficient funds available to meet the costs of the Feasibility Stage as set out in the Inception Report Approved by the Authority;

Information has the meaning given under section 84 of FOIA;

Information Legislation the FOIA, the EIR, the Aarhus Convention and Local Audit and Accountability Act 2014 and all applicable laws and regulations relating to Requests for Information and any subordinate legislation from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Intellectual Property Rights means any or all of the following in relation to the Project only: patents, trademarks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, know-how, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

Material Breach means a breach of this Grant Agreement, the Overarching Agreement (including an "Event of Default" as defined therein) or any other grant agreement pursuant to the Overarching Agreement and such breach has not been remedied to the satisfaction of the Authority within thirty (30) days beginning on the date on which the breach was first discovered;

Milestone means any of the following:

- (a) the Inception Report Milestone;
- (b) the Feasibility Report Milestone;
- (c) the Planning Milestone;

(d) the Building Contract Milestone; or

(e) the Retention Milestone;

Milestone Date means the target date for the achievement of a Milestone as specified in the Programme Approved by the Authority or such other date that is Approved by the Authority;

Near Miss means any incident, accident or emergency which did not result in injury, illness or damage but which had the potential to do so;

Outline Costs means the gross indicative costs of the Development and an estimate of the Development Client Costs

Overarching Agreement means the Agreement entered into between the Authority and the Grant Recipient dated 2019;

Parties means the Authority and the Grant Recipient and **Party** shall refer to either the Authority or the Grant Recipient;

Personal Data shall have the same meaning as set out in the GDPR;

Planning Application means the planning application for the Development to be in accordance with the details of the Development set out in the Feasibility Report Approved by the Authority;

Planning Stage means the stage of delivery of the Project comprising:

- (a) the preparation of the Planning Application;
- (b) the obtaining of Approval to the Planning Application from the Authority prior to its submission to the local planning authority;
- (c) the obtaining of Planning Permission; and
- (d) the obtaining of Approval from the Authority of the Planning Permission (in its capacity as Party to this Agreement and not as local planning authority);

Planning Milestone means:

- (a) the Approval by the Authority of the Planning Permission (in its capacity as Party to this Agreement and not as local planning authority);
- (b) the Approval by the Authority of the Schedule of Costs; and
- (c) confirmation in writing by the Authority that it has sufficient funds available to meet the Delivery Stage Allocation Amount (as specified in the relevant Approved Schedule of Costs) for the Detailed Design and Contract Procurement Stage;

Planning Permission means the planning permission granted pursuant to the Planning Application which shall be Approved by the Authority (in its capacity as Party to this Agreement and not as local planning authority);

Practical Completion means the issue of a certificate by architect, civil engineer, chartered surveyor or other appropriately qualified professional for the Development (as appropriate)

certifying that the Development and every part thereof is sufficiently complete to be put to use and **Practically Complete** shall be construed accordingly;

Programme means the programme for the Project as set out in the Feasibility Report Approved by the Authority comprising:

- (a) A timetable for the delivery of the project (including each of the Delivery Stages all the Milestone Dates and the submission of reports/information/materials for the purpose of achieving the Milestones), to be updated at each approved Milestone; and
- (b) the overall period within which the Project will be delivered;

Prohibited Act means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity in relation to obtaining this Agreement or performing any provision thereof or obtaining any other contract relating to this Agreement or with the Grant Recipient or performing any provision thereof;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing an offence (i) under the Bribery Act 2010 (ii) under legislation or common law concerning fraudulent acts (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Prohibited Cost means any of the following costs:

- (a) staff costs and other internal costs of the Applicant;
- (b) statutory fees;
- (c) finance charges;
- (d) marketing costs;
- (e) recoverable VAT;
- (f) any costs of activities of a political or exclusively religious nature;
- (g) any costs of goods or services that the Grant Recipient has a statutory duty to provide;
- (h) contributions in kind;
- (i) depreciation, amortisation or impairment of fixed assets owned by the Grant Recipient;

- (j) interest payments (including service charge payments for finance leases);
- (k) gifts, other than promotional items with a value of no more than £10 a year to any one person;
- (l) any costs of entertaining which would be a taxable benefit to the person being entertained according to current UK tax regulations;
- (m) statutory fines, criminal fines or penalties;
- (n) liabilities incurred before the date of this Agreement unless agreed in writing by the Authority;
- (o) the costs of making good any damage to the Works caused by an insurable risk or the costs of making good any defects on the Works; or
- (p) any costs, expenses or payments which would not be costs which are eligible for compensation in accordance with the SGEI Decision,

provided that the costs identified at (a) to (d) above may constitute Development Client Costs;

Project means the delivery of the "Output" identified in the Inception Report and in accordance with this Agreement;

Project Bank Account means an ordinary bank account in the name of the Grant Recipient which is ring-fenced for use solely in connection with the funding of the Project;

Project Specific Allocation Amount means the maximum amount of the Grant which may subject to the provisions of this Agreement be available to fund the Project as set out in the Feasibility Report Approved by the Authority or as otherwise Approved by the Authority;

Relevant Milestone means in relation to each of the Delivery Stages in the left column of the Table 1 the corresponding Milestone shown in right column of Table 1;

Representative means in relation to a Party any affiliate, partner, director, officer, employees, agent, counsel, accountant, consultant, potential financing source and advisor provided that any such person or entity shall only be deemed to be a Representative to the extent they have received Confidential Information from or on behalf that Party;

Request for Information shall have the same meaning as set out in the FOIA or any apparent request for Information under the FOIA, the EIR or the Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA;

Retention Milestone means:

- (a) the Approval by the Authority of
 - (i) a final report demonstrating that:
 - (A) the Development is Practically Complete;
 - (B) the defects period under the Building Contract has expired;
 - (C) any defects in the development have been remedied; and

- (D) the development (and the units) are ready for occupation;
- (E) The Authority has received copies relevant documentation in connection with the Development including:
 - 1) a completed H&S file;
 - 2) a Practical Completion certificate;
 - 3) a Secure By Design certificate;
 - 4) a NHBC/LABC certificate(s);
 - 5) a fire risk assessment of the Practically Complete Development (and any issues raised by this fire assessment are to be addressed by a new or amended fire risk assessment); and
 - 6) O&M manuals; and
- (ii) the Schedule of Costs; and
- (b) confirmation in writing by the Authority that it has sufficient funds available to meet the Delivery Stage Allocation Amount (as specified in the relevant Approved Schedule of Costs) for the Final Payment Stage;

Schedule of Costs means the schedule of costs which will be reasonably and properly incurred by the Grant Recipient in respect of the Project which the Grant Recipient shall keep up to date and as Approved by the Authority from time to time including:

- (a) the Project Specific Allocation Amount;
- (b) each Delivery Stage Allocation Amount;
- (c) a detailed breakdown of costs budgeted for each Delivery Stage;
- (d) any Development Client Costs; and
- (e) details of any third party funding to be used in connection with the Project including a description of the intended use of such funding,

provided that it shall not include any Prohibited Costs;

SGEI Decision means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU) and any re-enactment of the same in United Kingdom law or otherwise;

SGEI Decision Overpayment means the extent to which Grant exceeds the maximum amount of aid which may be provided without unlawful State aid arising in accordance with the SGEI Decision;

SGEI Information means such information about the Grant, the expenditure of the Grant, and such other information as the Authority may reasonably request;

Project Site means the site identified in the Inception Report on which the Project will be delivered;

State aid means (as the case may be):

- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or
- (b) any aid benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any regulation under UK law in the event that the UK leaves the European Union;

Table 1 means the following table:

Delivery Stage	Relevant Milestone
Feasibility Stage	Inception Report Milestone
Planning Stage	Feasibility Report Milestone
Detailed Design and Contract Procurement Stage	Planning Milestone
Construction Stage	Building Contract Milestone
Final Payment Stage	Retention Milestone

Working Day means a Monday, Tuesday, Wednesday, Thursday or Friday but excluding any day which is a public holiday;

- 1.2 Reference in this Agreement to a clause, paragraph or recital means a clause or paragraph or recital to this Deed.
- 1.3 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement.
- 1.4 In this Agreement where the context so admits:
 - (a) words importing one gender shall include all other genders; and
 - (b) words importing the singular shall include the plural and vice versa.
- 1.5 Any references to any particular statute or regulation (except for the Use Classes Order) include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.

2 Purpose of the Grant and entrustment

- 2.1 The Grant shall be used by the Grant Recipient to fund the Project.
- 2.2 The Grant Recipient is entrusted by the Authority to deliver the Project. The intention of this Agreement is that it complies with the requirements of the SGEI Decision.

3 Payment of the Grant

- 3.1 The Grant Recipient may submit a Claim Form for an instalment of the Grant to fund or part-fund a Delivery Stage.
- 3.2 The Grant instalment shall be payable by the Authority upon receiving a valid Claim Form subject to the Conditions of Grant.
- 3.3 No amount of the Grant in excess of the approved Project Specific Allocation Amount shall be available without the prior written agreement of the Authority.
- 3.4 In relation to a Delivery Stage, no amount of the Grant in excess of the relevant Delivery Stage Allocation Amount shall be available without the prior written agreement of the Authority.
- 3.5 Any Claim Form submitted outside the Grant Period shall be invalid.
- 3.6 Grant instalments shall be paid by the Authority into the Project Bank Account.
- 3.7 The Parties understand and agree that any Grant instalment paid by the Authority is not consideration for any supply for value added tax ("**VAT**") purposes whether by the Grant Recipient or otherwise.
- 3.8 Once the Authority has confirmed for the purpose of a Milestone that it has funds available to meet the relevant Delivery Stage Allocation Amount and the Grant Recipient has commenced the delivery of that Delivery Stage the Authority may not vary or deviate from the Delivery Stage Allocation Amount save:
 - (a) as provided for in Clauses 8, 9 and 10 of this Agreement; or
 - (b) where the Grant Recipient has consented to such variation or deviation.

4 Conditions of Grant

The payment of any Grant instalment by the Authority to the Grant Recipient shall be subject to the following conditions:

- (a) Grant instalments shall only be payable:
 - (i) where the Authority has authority to use such funds for the Grant;
 - (ii) within the Grant Period;
 - (iii) where Grant instalments already paid to the Grant Recipient are Committed; and

- (iv) in so far as a representative of the Authority has been appointed as an observer to and maintains that position on the board of the Grant Recipient;
- (b) multiple Claim Forms may be submitted in relation to a single Delivery Stage subject to the Delivery Stage Allocation Amount and the Project Specific Allocation Amount and for the avoidance of doubt may be submitted in advance;
- (c) in relation to each Delivery Stage, no Grant instalment shall be payable to the Grant Recipient to fund that Delivery Stage unless the Relevant Milestone has already been achieved;
- (d) Claim Forms relating to the Construction Stage shall be submitted no more frequently than every three months;
- (e) Grant instalments in relation to the Construction Stage will be subject to
- (f) deductions reflecting any retention amount(s) pursuant to payment certificates under the Building Contract; and
- (g) the Grant Recipient demonstrating by reference to the construction programme Approved by the Authority that sufficient progress with the construction of the Development has been made;
- (h) Grant instalments shall not be payable unless:
 - (i) the Authority is otherwise satisfied that sufficient progress with the Project has been made;
 - (ii) the Authority is satisfied that such payment will be used for the proper expenditure in the delivery of the Project.

5 Use of the Grant

5.1 The Grant Recipient shall:

- (a) use the Grant to fund the Project in accordance with the Schedule of Costs and for no other purpose;
- (b) ensure that value for money and sound procurement practices are applied to all contracts entered into in connection with the Project;
- (c) use each Grant instalment to fund the Development Stage for which that Grant instalment was claimed and for no other purpose unless otherwise agreed in writing by the Authority;
- (d) not put the Authority in breach of any requirement of the GLA Grant Agreement;
- (e) not breach, or put the Authority in breach of, the Employers Requirements;
- (f) not permit a "Start on Site" as defined in the GLA Grant Agreement (where "Named Project" referred to in the GLA Grant Agreement means for the purposes of this Agreement the Project) without first providing a signed and completed copy of the Building Contract to the Authority;

- (g) Commit Grant monies in accordance with the Programme;
 - (h) ensure that the design and construction of Development follows the Design Guide;
 - (i) not hold any amount of the Grant otherwise than in in the Project Bank Account;
 - (j) not use the Grant to:
 - (i) make any payment to members of its governing body; or
 - (ii) meet, cover or pay for any revenue expenditure;
 - (k) not Commit or otherwise expend any amount of the Grant after the expiry of the Grant Period.
- 5.2 Where the Grant Recipient intends to apply to a third party for other funding for the Project, the Grant Recipient shall notify the Authority in advance of so applying and where such funding is obtained the Grant Recipient shall provide the Authority with details of the amount and purpose of that funding and shall as soon as reasonably practicable update the Schedule of Costs to make clear reference to such third party funding and to its intended use.
- 5.3 The Grant Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding under this Agreement.
- 5.4 The Grant Recipient shall:
- (a) comply with, and shall procure that any Affiliate of the Grant Recipient (including the Development Subsidiary) and any contractors with or suppliers to the Grant Recipient shall comply with, the Employer's Requirements; and
 - (b) comply with the requirements of the Public Contracts Regulation 2015 (as amended, replaced or repealed) in so far as they are applicable to the Grant Recipient in connection with the procurement of any works, equipment, goods and services in relation to the Project and the Grant Recipient shall promptly provide the Authority or any government office any information which the Authority may request in order to satisfy itself that the Grant Recipient, its Affiliates, contractors or suppliers have done so where they are required to do so.
- 5.5 The Grant Recipient shall, and shall procure that any Affiliate of the Grant Recipient shall, ensure that all works, equipment, goods and services procured in relation to the Project represent good value for money. In determining how this requirement should be met, the Grant Recipient shall (and shall procure that its contractors shall) take account of public sector accountability and probity and shall document the decision making process.
- 5.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Grant Recipient using the Grant or other resources of the Grant Recipient. There will be no additional funding available from the Authority for this purpose.
- 5.7 Should the Grant Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Authority as soon as possible so that, if possible, and without

creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Grant monies.

- 5.8 The Grant Recipient shall notify the Authority of any failure by the Grant Recipient to comply with this Agreement immediately upon becoming aware of such failure.

6 Accounts and Records

- 6.1 All Grant monies paid to the Grant Recipient shall be shown in the Project Bank Account as a restricted fund and shall not be included under general funds.
- 6.2 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 6.3 The Grant Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of any Grant monies to which they relate. The Authority shall have the right to review, at the Authority's reasonable request, the Grant Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 6.4 The Grant Recipient shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which Grant instalments are paid.
- 6.5 The Grant Recipient shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and in relation to the Project the Authority.

7 Monitoring and Reporting

- 7.1 The Grant Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the Project is being delivered and that this Agreement is being adhered to.
- 7.2 The Grant Recipient shall consult the Authority on the Planning Application as the Planning Application is being prepared. Prior to submitting the Planning Application the Grant Recipient shall seek Approval of the Planning Application from the Authority.
- 7.3 The Grant Recipient shall provide the Authority with a financial report and an operational report on its use of the Grant within thirty (30) days following receipt of a written request to do so from the Authority and in such formats as the Authority may reasonably require.
- 7.4 The Grant Recipient shall provide to the Authority:
- (a) quarterly financial reports;
 - (b) together with each quarterly financial report, a risk register (which shall address the health and safety of the Grant Recipient's staff) and insurance review in the format provided by the Authority. The Grant Recipient shall, amongst others, address the health and safety of its staff in the risk register; and
 - (c) a record of all health and safety incidents, accidents and concerns including Near Misses arising in connection with the Project or the Development.

- 7.5 The Grant Recipient shall on request from the Authority provide the Authority with such further information, explanations and documents (including without limitation the SGEI Information) as the Authority may reasonably require in order for it to establish whether the Grant has been used properly in accordance with this Agreement.
- 7.6 The Grant Recipient shall upon five (5) Working Days' written notice from the Authority permit any person authorised by the Authority such reasonable access to its employees, agents, premises, facilities and records for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 7.7 The Grant Recipient shall permit any person authorised by the Authority for the purpose to visit the Grant Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Authority considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 7.8 The Grant Recipient shall provide the Authority with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
- 7.9 The Grant Recipient shall provide the Authority with any additional information that the Authority may reasonably require to comply with any internal or external audit requirements.

8 Withholding and Suspending Payment of the Grant

- 8.1 The Authority shall have discretion to withhold or suspend payment of any Grant instalment in any of the following circumstances:
- (a) the Grant Period has expired;
 - (b) the Grant Recipient has not submitted to the Authority a Claim Form in relation to the Feasibility Stage within a period of two (2) months beginning on the date of the Inception Milestone;
 - (c) the Grant Recipient has not achieved a "Start on Site" as defined in the GLA Grant Agreement (where "Named Project" referred to in the GLA Grant Agreement means for the purposes of this Agreement the Project) within a period of three (3) years beginning on the date of the Inception Milestone unless this is Due to an Extension Event in which case the Authority may not (subject to the other terms of this Agreement) withhold or suspend payment of a Grant instalment;
 - (d) a Relevant Milestone has not been achieved by the Milestone Date unless this is due to an Extension Event;
 - (e) the Authority considers that unsatisfactory progress with the Project has been made or that the Grant Recipient has been delivering the Project in a negligent manner or in a manner that, in the Authority's reasonable opinion, is likely to bring the Project or the Authority into disrepute;
 - (f) the Grant Recipient has received duplicate funding for the Project from a third party;
 - (g) the Grant Recipient has committed a material breach under or has not materially complied with the terms of this Agreement, the Overarching Agreement or any other grant agreement entered into pursuant to the Overarching Agreement;

- (h) the Grant Recipient has put the Authority in breach of the GLA Grant Agreement;
- (i) the Authority considers that the Grant Recipient has not obtained value for money in its expenditure of the Grant;
- (j) any Event of Default as defined in the Overarching Agreement has occurred;
- (k) the Grant Recipient or any member of the board of the Grant Recipient, or any employee or volunteer of the Grant Recipient has committed a Prohibited Act;
- (l) the Grant Recipient has received Grant monies but has not expended or Committed such Grant monies;
- (m) the Grant Recipient has used a Grant instalment:
 - (i) for a purpose other than the Project;
 - (ii) to fund a Delivery Stage other than the Delivery Stage for which that Grant instalment was Claimed without the prior written consent of the Authority; or other than in accordance with the Schedule of Costs;
- (n) the Grant Recipient provides the Authority with any materially misleading or inaccurate information;
- (o) any member of the board, employee or volunteer of the Grant Recipient has:
 - (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or
 - (ii) taken any action which, in the reasonable opinion of the Authority, bring or are likely to bring the Project or Authority into disrepute;
- (p) the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (q) an "Insolvency Event" as defined in the Overarching Agreement has arisen;
- (r) where the Grant instalment claimed is not needed to meet an identified cost in the Schedule of Costs;
- (s) the funding gives rise to an SGEI Decision Overpayment as determined by the Authority or otherwise constitutes unlawful State aid then the Authority shall be entitled to recover from the Grant Recipient the amount of such SGEI Decision Overpayment and/or unlawful State aid together with such interest as it is required by law to recover; or
- (t) the Grant Recipient fails in material respect to comply with the provisions of this Agreement.

8.2 Where Clause 8.1(c) applies the Grant Recipient shall procure that a "Start on Site" as defined in the GLA Grant Agreement (where "Named Project" referred to in the GLA Grant

Agreement means for the purposes of this Agreement the Project) is achieved as soon as reasonably practicable.

- 8.3 Where any failure to achieve a Milestone by the relevant Milestone Date occurs or is in the opinion of the Authority likely to occur and the Authority determines that such failure is the result of an Extension Event the Authority shall extend the relevant Milestone Date by such reasonable period as it considers appropriate to take account of the delay caused or likely to be caused by the Extension Event.

9 Repayment of Grant

- 9.1 The Authority may by notice require the Grant Recipient to repay (together with any interest) any amount of the Grant already paid to the Grant Recipient (but not any funds that are Committed) in any of the events identified in Clause 8 and the Grant Recipient shall pay the amount specified in such notice within fifteen (15) days upon receiving such notice.
- 9.2 Without prejudice to Clause 9.1, if on any of the following dates any Grant monies which have been paid to the Grant Recipient have not been Committed or otherwise expended by the Grant Recipient, the Grant Recipient shall, within fifteen (15) Working Days following any such date, unless the Authority provides written notification to the contrary, repay to the Authority any such Grant monies (together with any interest accrued):
- (a) the date of the expiry of 6 months beginning on the date of the Inception Milestone;
 - (b) the date on which the period within which a Grant instalment is to be expended in accordance with the Claim Form for that Grant instalment expires save where the Parties have agreed that this can be expended in relation to a subsequent period;
 - (c) the date on which the Grant Period expires;
 - (d) the date on which this Agreement is terminated in accordance with Clause 10 of this Agreement;
 - (e) the date on which any Grant monies are expended otherwise than in accordance with:
 - (i) the Project;
 - (ii) the Delivery Stage to which a Grant instalment related; or
 - (iii) the Schedule of Costs;
 - (f) the date on which:
 - (i) the Grant Recipient ceases to operate for any reason, or passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (ii) the Grant Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition is presented for its winding up, or it has entered into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

- (g) the date on which Material Breach by the Grant Recipient arises;
- (h) the date on which an "Event of Default" as defined in the Overarching Agreement occurs;
- (i) the date on which the Authority notifies the Grant Recipient that it believes there has been an SGEI Decision Overpayment;
- (j) the date on which the Grant Recipient, any member of the board of the Grant Recipient, or any employee or volunteer of the Grant Recipient commits a Prohibited Act or the date on which the Grant Recipient first discovers the same; or
- (k) the date on which the Grant Recipient has received funding from a third party which duplicates Grant monies already paid by the Authority to the Grant Recipient.

10 Termination

- 10.1 The Authority shall be entitled to terminate this Grant Agreement in accordance with the terms of the Overarching Agreement or upon the occurrence of any of the events identified in Clause 8 or Clause 9 of this Agreement.
- 10.2 Where the Agreement is terminated the Grant Recipient will have no claim under this Agreement for damages or otherwise by reason of such termination save for the recovery or retention of any sums which have been Committed.

11 Status of this Agreement

- 11.1 This Agreement will come into effect upon the date at the head of this Agreement and will continue until it is terminated in accordance with Clause 10.

12 Access to the Project Site

The Authority shall grant a development licence over the Project Site for the purpose of completing the Development.

13 Status of the Parties

- 13.1 This Agreement is personal to each of the Parties.
- 13.2 No party may assign the benefit of burden of its interest under this Agreement except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 13.3 If the Grant Recipient is part of a Group it will use all reasonable endeavours to ensure that other entities within that Group adhere to the terms and spirit of this Agreement in so far as it relates to them.
- 13.4 Except as mentioned in this clause no one other than the Parties shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14 Acknowledgement and Publicity

- 14.1 Subject to the remainder of this Clause 14, the Parties shall agree to observe and follow a communication strategy to be agreed with between the Parties acting reasonably.

- 14.2 Neither party shall publish any press release or other formal communication concerning the Project without the prior written agreement of the other Party, save that:
- (a) either the Grant Recipient or Leathermarket JMB may communicate concerning the Project with residents in the area management by Leathermarket JMB or pursuant to their existing contractual or governance obligations;
 - (b) information relating to the Project or to the funding of the Project shall be displayed on construction site hoarding provided that this is agreed in writing by the Authority.
- 14.3 The Grant Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Authority as the source of the Grant.
- 14.4 The Grant Recipient shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

15 Observance of Statutory Requirements

The Grant Recipient shall comply with all statutory and other provisions to be observed and performed in connection with the Project. This includes those relating to employment of staff, payment of salaries and wages (such as income tax and National Insurance contributions), premises and health and safety legislation. and (without prejudice to the generality of the foregoing) in particular:

- (a) the Equality Act 2010 (and insofar as they remain in force the Race Relations Act 1976 (as amended), the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Disability Discrimination Act 2005) and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;
- (b) the Health and Safety at Work Act 1974 in order to protect the health and safety of personnel and those of the Authority and all other people and to adopt safe methods of work; and
- (c) the Modern Slavery Act 2015 and any other applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

16 London Living Wage

- 16.1 For the purposes of this clause:

Relevant Staff: shall mean all employees and other staff (including without limitation temporary and casual workers and agency staff as defined by Regulation 3 of the Agency Workers Regulations 2010 as amended by the Agency Workers (Amendment) Regulations 2011, and whether such staff are engaged or employed on a full or part time basis, but not including unpaid volunteers, interns or apprentices), who are employed or engaged in connection with the Project for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year;

Equivalent Hourly Wage: shall mean the hourly wage paid to an employee and calculated using the same method as prescribed by the National Minimum Wage Act 1998 and related

applicable law to assess whether an employee is at any time receiving the national minimum wage (as identified in that Act);

the London Living Wage: shall mean the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the GLA or any successor body with responsibility for setting this figure,

16.2 The Grant Recipient shall:

- (a) ensure that all Relevant Staff employed or engaged by it are paid an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- (b) ensure that all Relevant Staff employed or engaged by its subcontractors pay an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- (c) provide to the Authority such information concerning the London Living Wage and the performance of its obligations under this clause 16 as the Authority may reasonably require and within the deadlines reasonably imposed by the Authority; and
- (d) co-operate with and provide all reasonable assistance to the Authority in monitoring the effects of the London Living Wage including without limitation assisting the Authority in conducting surveys and assembling data in respect of the affect of payment of London Living Wage to Relevant Staff.

16.3 Nothing in this Agreement is intended to create any employment relationship between the Authority and the Grant Recipient or any of the Grant Recipient's employees or authorised representatives who are entitled to act on behalf of the Grant Recipient.

17 Insurance and Indemnity

17.1 The Grant Recipient shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors in respect of all claims, demands, actions, costs, expenses, losses, liabilities arising from acts or omissions of the Grant Recipient in relation to the Project or the non-fulfilment of obligations on the part of the Grant Recipient under this Agreement, the Overarching Agreement or its other obligations to third parties.

17.2 The Grant Recipient shall immediately notify the Authority and the Grant Recipient's insurers of any event that may give rise to a claim, demand, proceedings, damages, costs or charge whatsoever arising out of this Agreement in relation to the Project.

17.3 The Authority does not accept any liability whatsoever to the Grant Recipient for any costs, claims, damages or losses incurred as a result of any breach by the Grant Recipient of this Agreement or of any relevant statutory or other requirement in relation to the Project.

18 Intellectual Property Rights

18.1 The Authority and the Grant Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Grant Recipient before the date of this Agreement or developed by either Party following the date of this Agreement shall remain the property of that party.

18.2 Where the Authority has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo),

the Grant Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

- 18.3 To the extent that it is reasonably able to do so the Grant Recipient hereby grants to the Authority an irrevocable, world-wide, royalty-free transferable non-exclusive right and licence (with freedom to sub-licence) to use and exploit all the Grant Recipient's Intellectual Property Rights developed in relation to the Project.
- 18.4 Notwithstanding termination of this Agreement for whatsoever reason the Grant Recipient shall at its expense do and execute, and shall seek to ensure that its employees and sub-contractors engaged in the performance of the Project do and execute, any further thing or document as may be required by the Authority to give effect to Clause 18.1.
- 18.5 The Grant Recipient warrants:
- (a) that it shall use its reasonable endeavours to ensure that the Intellectual Property Rights will not infringe the rights of any third party and that no third party has threatened or so far as it is aware is currently threatening proceedings in respect of such infringement; and
 - (b) that it is able to undertake the Project without breaching any obligations it may owe to any third party now, or as far as it is at present aware, in the future and hereby undertakes to carry out the Project without knowingly breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking. Without limitation, the Grant Recipient warrants that it shall use reasonable endeavours to seek to acquire all rights in any Intellectual Property Rights obtained or developed by any third party contractors in the course of or in connection with the Project or shall be duly allowed to licence the same as contemplated under this Agreement.
- 18.6 The Grant Recipient shall indemnify and hold the Authority harmless (and keep indemnified and hold harmless notwithstanding termination of this Agreement) against any and all loss or damage (including without limitation any economic loss or other loss of profits, business or goodwill or any consequential loss) suffered by the Authority as a result of the Grant Recipient's breach of any or all of the warranties in Clause 18.5.

19 Confidentiality

- 19.1 Subject to clause 19.2, each Party shall keep the other Party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 19.1.
- 19.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:
- (a) which the other Party confirms in writing is not required to be treated as Confidential Information;

- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Information Legislation;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
- (e) which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or
- (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

19.3 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Party's obligations under this Agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 19.3.

19.4 The provisions of this clause 19 shall survive for a period of twelve (12) years from the termination of this Agreement.

20 Information Requests

20.1 The Grant Recipient acknowledges that the Authority is subject to the requirements of the Information Legislation. The Grant Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the Information Legislation;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

- 20.2 The Grant Recipient acknowledges that the Authority may be required under the Information Legislation to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Grant Recipient. The Authority shall take reasonable steps to notify the Grant Recipient of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the Information Legislation.
- 20.3 Notwithstanding any other term of this Agreement, the Grant Recipient consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the Information Legislation.
- 20.4 The Authority shall, prior to publication, consult with the Grant Recipient on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Grant Recipient shall assist and co-operate with the Authority to enable the Authority to publish this Agreement.
- 20.5 The Grant Recipient shall ensure that all Information acquired or produced in the course of the agreement or relating to the agreement is safely retained and available for disclosure during until this Agreement is terminated and for six (6) years afterwards and shall permit the Authority, its internal auditors and the District Auditor to inspect such records as requested from time to time. In default of compliance, the Authority may recover possession of such materials and the Grant Recipient shall permit the Authority or its approved agents to enter for those purposes any premises of the Grant Recipient where any such materials may be held.
- 20.6 Where the Authority requires any Information from the Grant Recipient relating to any potential or actual claim by a third party against the Authority, the Grant Recipient shall ensure that any Information requested by the Authority is supplied to the Authority in sufficient time to enable the Authority to comply with any relevant procedural rules.

21 Data Protection

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

22 Anti-Discrimination

- 22.1 The Grant Recipient shall:
- (a) perform all its obligations under this Agreement in accordance with the Equality Act 2010 and with all regulations and codes of practice made under the same;
 - (b) comply with other requirements and instructions which the Authority reasonably requires in connection with any equality obligations imposed on the Authority in so far as they relate to the Project under applicable law relating to equality; and
 - (c) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination.

- 22.2 The Grant Recipient shall take all reasonable steps to secure the observance of Clause 22.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

23 Human Rights

- 23.1 The Grant Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 23.2 The Grant Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

24 Dispute Resolution

- 24.1 If either Party ("the Complainant") wishes to raise a dispute concerning the other Party arising out of or in connection with this Agreement (a "Dispute") then the Complainant will notify the other Party in writing, setting out the grounds for the complaint ("a Notice of Dispute").
- 24.2 Following the receipt of a Notice of Dispute the Parties will use their reasonable endeavours to resolve the Dispute within twenty eight (28) days.
- 24.3 If the Dispute or complaint cannot be resolved in accordance with Clause 24.2, then the matter will be referred to the relevant senior officer of the Authority and the nominated representative of the Grant Recipient and those persons shall use their reasonable endeavours to meet within 14 days of the matter being referred to them in accordance with this Clause and to resolve the Dispute.
- 24.4 Any Dispute not resolved through negotiation under Clauses 24.2 and 24.3 of this Agreement shall at the request of either Party within 14 days of the meeting in clause 24.3 be referred to a mediator for mediation.
- 24.5 If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party shall within 14 (fourteen) days from the date of the request to appoint a mediator or within 14 (fourteen) days of notice to either Party that he or she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a mediator.
- 24.6 The Parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure ("the Model Procedure"). The cost of such mediation shall be split equally between the Parties or as otherwise determined by the Parties during the mediation process.
- 24.7 The mediation will be conducted on a without prejudice basis and in strict confidence.
- 24.8 If a Dispute is settled through mediation, the terms of the settlement will be recorded in writing in a legally binding form signed by a duly authorised representative of each of the Parties. If a settlement is reached while proceedings are pending, the Parties acknowledge that an appropriate application must be made to the courts to render the terms of the settlement as a consent order or award.

- 24.9 If, within 28 calendar days of the mediator being appointed, the mediation has not resulted in the settlement of the Dispute being reached, then the mediation procedure shall, unless otherwise agreed, be terminated.
- 24.10 If either Party withdraws from the mediation at any time, the mediation procedure will be terminated and either Party will be free to request that the Dispute be referred for arbitration under the Arbitration Act 1990.
- 24.11 If the Parties cannot agree on the identity of the arbitrator to settle the Dispute within 14 days after the request that the Dispute be referred for arbitration the arbitrator shall be appointed at either Party's request by the President of the Law Society of England and Wales. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be borne by the Parties in such proportions as determined by the arbitrator.
- 24.12 The award by the arbitrator shall be final and binding on the parties and judgment rendered on the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.
- 24.13 In the event that the Dispute or complaint is not capable of being resolved through this mediation procedure then it shall be subject to the jurisdiction of the courts of England and Wales.
- 24.14 Nothing in this Clause shall affect either Party's right, where appropriate, to apply to any court of competent jurisdiction seeking:
- (a) an injunction, specific performance or similar court order to enforce the obligations of the other party; or,
 - (b) any interim or provisional relief that may be necessary to protect the rights or property of that party pending resolution of the Dispute in accordance with this Clause.

25 No Partnership or Agency

This Agreement shall not create any partnership or joint venture between the Grant Recipient and the Authority, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

26 Severability

If any part of this Agreement becomes invalid, illegal or unenforceable and such is so fundamental as to prevent the accomplishment of the purpose of this Agreement the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement. In the event of failure to agree, then the Parties shall invoke the dispute procedure set out in Clause 24 of this Agreement. The obligations of the Parties under any invalid, illegal or unenforceable provision of this Agreement shall be suspended during such negotiations and procedures.

27 Notices

- 27.1 A notice given to a Party under or in connection with this Agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the Party giving it;
- (c) shall be sent
 - (i) where the Authority is the recipient of the notice, for the attention of the Authority's Senior Officer at 160 Tooley Street London SE1 2TZ, or such other address or person as the Authority may notify to the Grant Recipient in accordance with the provisions of this clause 27; and
 - (ii) where the Grant Recipient is the recipient of the notice, for the attention of the Grant Recipient's Senior Officer at 26 Leathermarket Street, London SE1 3HN or such other address or person as the Grant Recipient may notify to the Authority in accordance with the provisions of this clause 27;
- (d) shall be:
 - (i) delivered by hand; or
 - (ii) sent by pre-paid first class post, recorded delivery or special delivery; or
 - (iii) sent by e-mail to an e-mail address notified by the relevant Party to the other Party for such purpose; and
- (e) is deemed received as set out in clause 27.2.

27.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause have been satisfied):

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address; or
- (b) if sent by pre-paid first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (c) if sent by e-mail, one hour after the notice was sent.

28 Variations

Any variations to this Agreement shall be agreed by the Parties in writing.

29 Governing Law and Jurisdiction

29.1 This Agreement is to be governed by and construed in accordance with the law of England and Wales.

29.2 Subject to the dispute procedure set out in Clause 24 the Parties agree to submit to the exclusive jurisdiction of the English Courts.

EXECUTED AS A DEED with the seal of the Mayor and Burgesses of the London Borough of Southwark, in the presence of:

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF SOUTHWARK)

in the presence of:

Authorised Officer

EXECUTED as a **DEED** by)
Leathermarket Community Benefit)
Society LIMITED)
acting by a director in the presence of:)

.....
Signature of director

.....
Signature of witness

.....
Name (in BLOCK CAPITALS)

Address.....

.....

Appendix 1

Claim Form

Appendix 2
Authority Employer's Requirements

Joseph Lancaster scheme

APPENDIX 3

Provision of 40 affordable homes, new car parking bays, community garden, landscaping, playspace, and associated works

Accommodation Mix

Houses - 6 x 3 bed houses

Flats - 7 x 1 beds, 24 x 2 beds 24, 3 x 3 beds

The development can be divided into two elements;

1. A flatted development of four, six, and eight storeys stepping up towards Nashe House,
2. A row of 2 and 3 storey terraced townhouses

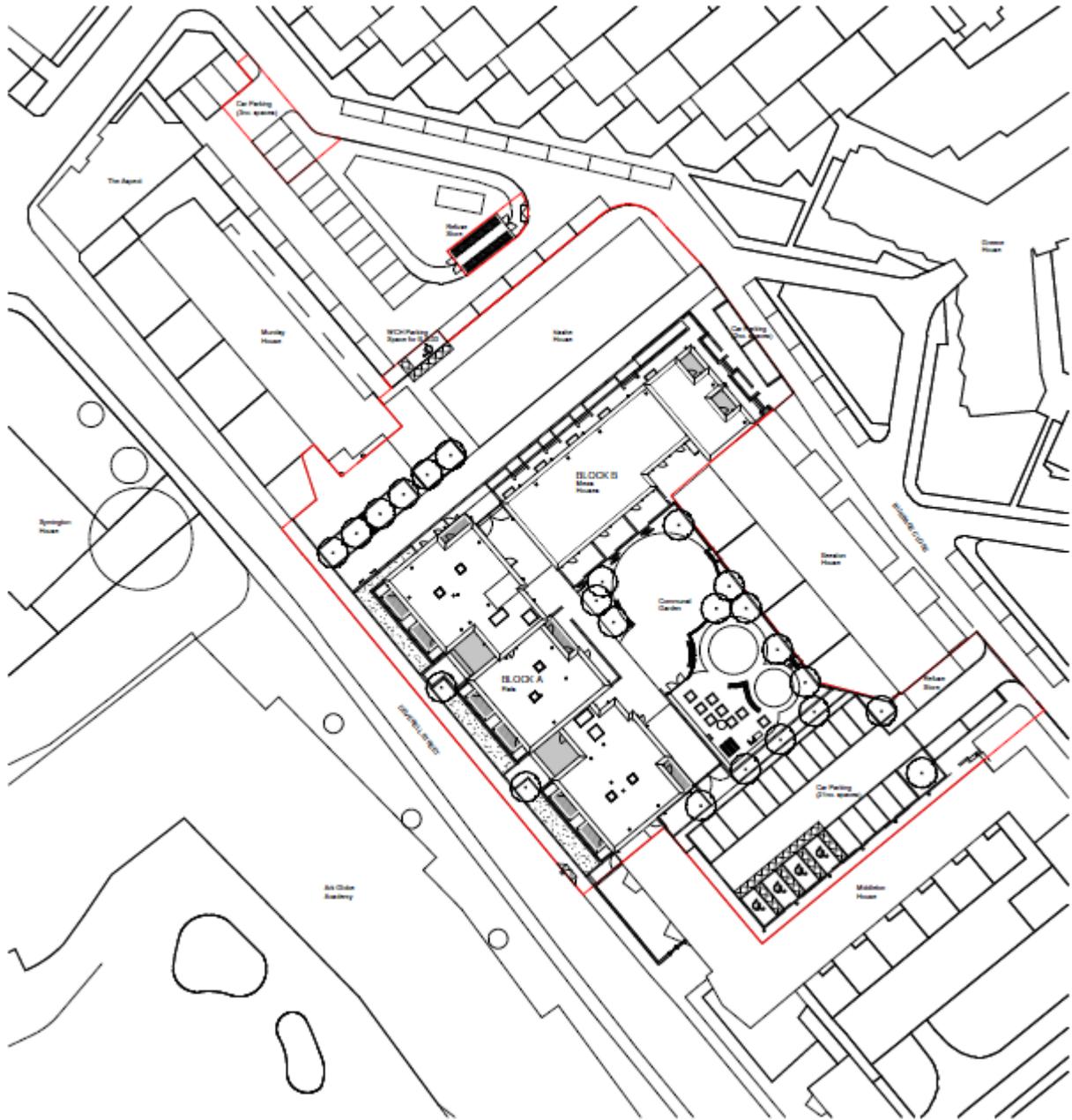
BEFORE	AFTER	FLATTED DEVELOPMENT
 <p>Existing Aerial View</p>	 <p>Proposed Aerial View</p>	
<p>Landscaping/Play area</p> <ul style="list-style-type: none"> • Existing communal open space redeveloped into a new green open space • Children's play space to be re-located to improve - access, sunlit, and surveillance • Planters upgraded - residents continue to grow vegetables. • 26 replacement trees 	 <p>Visualisation of Proposed Garden</p>	<p>HOUSES</p> 

Parking

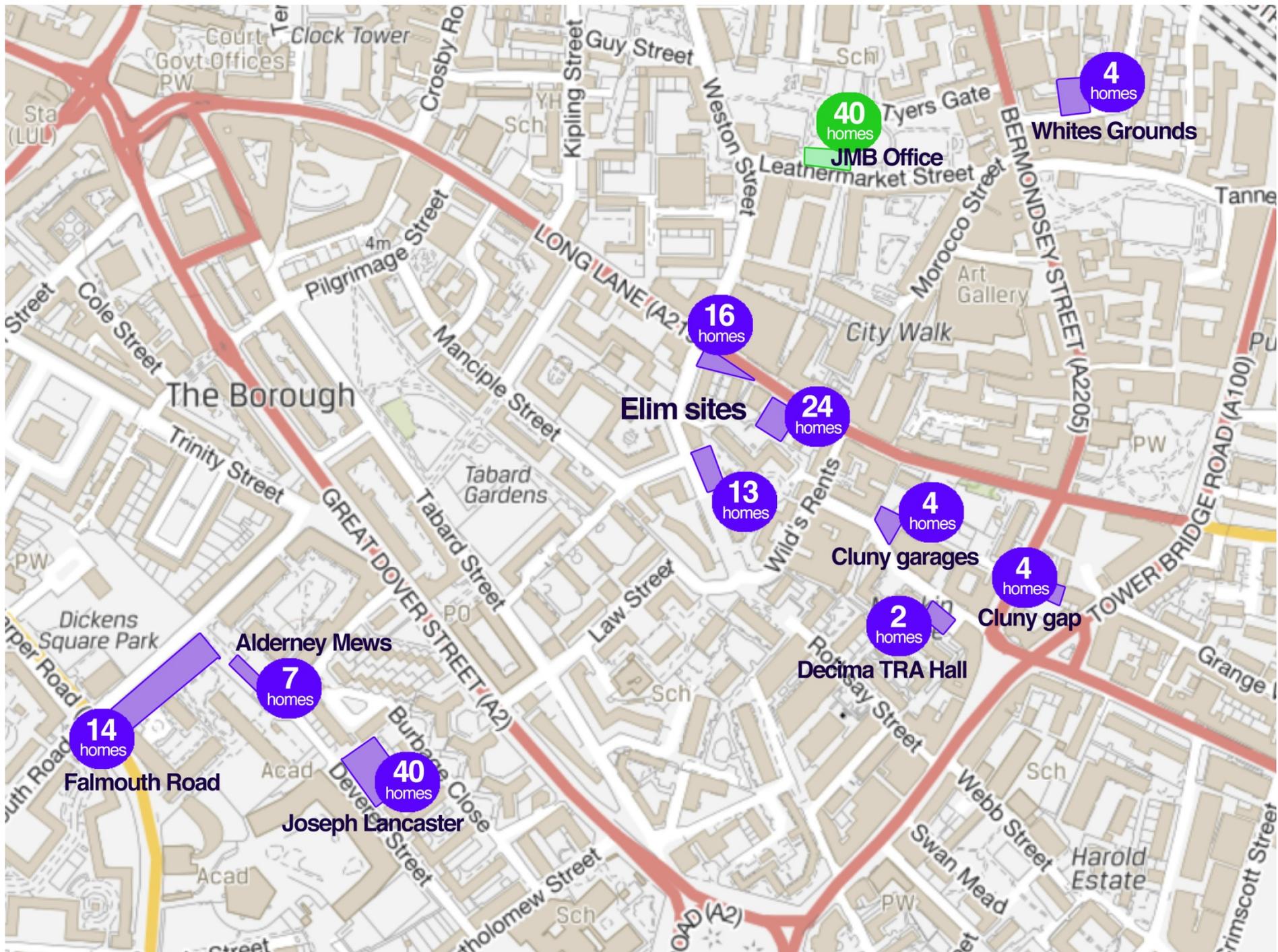
- Currently 22 car parking spaces and 9 covered garages.
- The car parking provision adjacent to Beeston House with capacity for 14 spaces will be rationalised and relocated to where the existing garages and surface parking at Middleton House currently exist. The demolition of the nine garages will make way for this new parking area with capacity for 21 spaces including four disabled spaces.
- In total, 27 spaces are proposed for the development.

Bikes

- Provision for flats and houses



Leathermarket Rolling Programme							
Sites/Actual or potential no. homes	Total no. potential homes	Community Consultation	Feasibility & Design (RIBA 1-3)	Planning	Tender & PCSA Period (RIBA 4)	Contractor Appointment	SOS & PC (bid)
Joseph Lancaster Nursery site	40	Completed	Completed	Completed	Completed	19 th June 2019	19 th June 2019 – October 2021
Elim sites ○ Ball Court -24 ○ Garages - 10 ○ Triangle site - 12	46	Nov 2018 – March 2020	June 2019 - April 2020	April 2020 – Sept 2020	May 2020 – January 2021	March 2021	March 2021 - March 2023
Whites Grounds (between 2 blocks) – 4 flats	4	November 2019 – July 2020	January – September 2020	Feb – July 2021	Jan - Sept 2021	October 2021	Oct 2021 – March 2023
Decima Street	2	November 2019 – July 2020	January – September 2020	Feb – July 2021	Jan - Sept 2021	October 2021	Oct 2021 – March 2023
Cluny – 2 sites – garages and gap next to block – 8 flats	8	November 2019 – July 2020	January – September 2020	Feb – July 2021	Jan - Sept 2021	October 2021	Oct 2021 – March 2023
Lawson Alderney Mews garages 7 houses	7	June 2020 – April 2021	Oct 2020 - June 2021	July - Dec 2021	Jan - Sept 2021	October 2021	December 2021 – October 2023
Falmouth Road	14	June 2020 – April 2021	Oct 2020 - June 2021	July - Dec 2021	Jan - Sept 2021	October 2021	Dec 2021 – October 2023
JMB office site 40 flats	40	July 2020 – June 2021	July 2021 – May 2022	May 2022 – October 2022	June 2022 – Feb 2023	March 2023	April 2023 - Dec 2024
Total no. Homes	161						



APPENDIX 1



Southwark Tree Management Policy

Contents

- 1 Introduction**
 - Purpose
 - Vision and objectives
 - Benefits of the urban Treescape:
 - Environmental
 - Biodiversity
 - Health and wellbeing
 - Heritage value and future urban landscapes
 - Socio-economic
- 2 Southwark's Treescape**
- 3 Policy**
 - Policy framework**
 - Tree policies**
 - Tree maintenance, removal and planting
 - Managing Tree Risk
 - Trees and built environment
 - Planning and development
 - Biodiversity
- 4 Review**

Appendices

- 1 Southwark's Treescape
- 2 Policy framework
- 3 Tree planting and site selection
- 4 Managing trees and subsidence
- 5 Biosecurity in Southwark

Executive Summary

Trees have long been valued for their beauty, marking the seasons and providing habitat for wildlife. The environmental benefits of urban trees within ecosystem services including reducing pollution, cooling air, providing shade and protection from ultraviolet light, intercepting and absorbing rainfall and storing carbon are also now increasingly well understood. Trees are less often considered as an integral and historic component of the urban landscape and its architecture, where they contribute to local character and can define a sense of place, frame views and vistas and strengthen our heritage and culture. The sum of all these benefits is often defined as the amenity value of trees.

At a time where recent pace of change and development within Southwark has been having an increasing impact on the borough's built environment it is ever more important that the benefits that trees provide across the borough are protected and enhanced.

The document first identifies the benefits of the treescape across Environmental, Biodiversity, Health and wellbeing, Heritage value and future urban landscapes and Socio-economic themes. This leads to the exploration of Southwark's treescape with further detail provided in Appendix 1.

Policy context is set out across European, National, Regional and Local framework levels before Southwark's 17 Tree Policies are set out. These have been themed in the following groupings; Tree maintenance, removal and planting, Managing Tree Risk, Trees and built environment, Planning and development and Biodiversity in an easy to use format for quick reference.

Further technical information is set out in appendices which cover Tree Risk Management Strategy, Southwark's Treescape, Policy framework, Tree Risk Management Strategy, Tree planting, Managing trees and subsidence, Biosecurity and the new Southwark Nature Activity Plan (SNAP).

One of the objectives of the Policy is to ensure that anyone can use this document to understand how the council manages its tree stock and to provide relevant policies setting out why certain works are, or are not, carried out on trees.

In order to benefit all who live and work in Southwark this Policy will contribute to the combined efforts of all stakeholders to assist in the security, preservation and enhancement of the council's treescape and green spaces in to the future.

1 Introduction

1.1 Purpose of the policy document

- To promote awareness of the value of trees in our environment.
- To interpret the policy framework on trees at European, National, Regional levels.
- To set out our policies to enable us to protect and enhance Southwark's treescape.

1.2 Vision and objectives

Southwark's Vision is:

The Council recognises the positive impact that urban trees have on the environment and the lives of people in Southwark and aims to protect its current trees and woodlands. The Council

aims to maintain a healthy, protected and sustainably managed treescape that contributes significantly to the health safety and well being of Southwark residents.

In order to realise this Vision the following Strategic Objectives (SO) have been adopted:

1. To manage the existing tree stock in accordance with good arboricultural and silvicultural practice.
2. To maintain a general presumption against the removal of trees, allowing felling only in accordance with good arboricultural and silvicultural practice, and to ensure that adequate and appropriate replacement planting takes place where planting is desirable, aesthetically necessary and sustainable. Natural regeneration will also be allowed if the site circumstances are appropriate.
3. To recognise the relationship between trees and the built environment and their role in helping to combat air pollution and climate change. Also, promoting the 'Right tree, right place' philosophy for new and replacement planting.
4. To continue to ensure protection of trees and woodlands subject to Tree Preservation Orders, in Conservation Areas and Sites of Importance for Nature Conservation, with trees to be retained on development sites and to require high standards of replacement tree planting. Southwark will also initiate prosecution where unauthorised tree work has taken place, or to take enforcement action where breach of planning permission has occurred where it is expedient to do so.
5. To promote the value of trees to residents, businesses and developers through good management and education, and explore ways for greater involvement, consultation and protection of trees and woodlands.

1.3 Benefits of the urban treescape

Environmental

Trees benefit our environment in the following ways:

Improving air quality

Trees are effective agents in enhancing air quality by producing oxygen (via the process of photosynthesis), and also through the capture of urban pollutants e.g. sulphur dioxide, nitrogen oxides, ozone, particulate matter, carbon monoxide and lead and heavy metals¹. Some air pollutants such as dust ash, pollen and smoke are absorbed by leaves and bark or are temporarily intercepted from the air and washed in to the ground or collected by drainage systems.

Urban Cooling

As summer temperatures increase through climate change the importance of trees and other vegetation in reducing the 'heat island effect' through shading and evapotranspiration during the day and cooling the built environment at night time has become ever more apparent². In the winter trees lower wind speeds reducing heat loss from buildings.

Climate change mitigation

¹ Donovan, G. H. & Butry, D. T. The value of shade: Estimating the effect of urban trees on summertime electricity use. *Energy Build.* 41, 662–668 (2009).

² ROSENZWEIG, C., SOLECKI, W. D., PARSHALL, L., LYNN, B., COX, J., GOLDBERG, R., HODGES, S., GAFFIN, S., SLOSBERG, R. B., SAVIO, P., DUNSTAN, F. AND WATSON, M. (2009). MITIGATING NEW YORK CITY'S HEAT ISLAND Integrating Stakeholder Perspectives and Scientific Evaluation. *Bulletin of the American Meteorological Society* 90(9), 1297-1312.

Trees play a crucial role in mitigating climate change³. Over a year a mature tree can remove approximately 22kg of carbon dioxide from the atmosphere whilst soil around a tree can provide durable carbon stores⁴.

Reducing noise and calming traffic

Trees can help reduce noise pollution through the absorption of sound waves muting noises from building facades and canyonised street configurations.

The presence of roadside trees significantly increases driver perception of spatial edge. The evidence that the presence of trees by the roadside has a positive impact on driver behaviour is apparently sufficiently compelling that, at the operational level, the Department for Transport has reported a number of schemes aimed at using tree planting to reduce speeds and hence accidents^{5, 6}.

Sustainable Urban Drainage and Bioremediation

Trees play a vital role in reducing the runoff associated with flash flooding by slowing down the rate of flow through interception and also through the active process of evapotranspiration. Some tree species also help to ameliorate soil and water conditions through bioremediation by absorbing, processing or neutralising a wide range of pollutants⁷.

Biodiversity

Urban trees and woodlands are intrinsic to biodiversity through their contribution to creating green corridors, enhancing the ecological permeability of the built environment. Trees provide habitat and a food source for a diverse variety of flora and fauna species both in densely built up areas as well as urban woodlands. Some trees are more important than others for providing habitat, food and shelter to other wildlife dependent on their age, location and circumstances. For example a single mature oak tree can support up to 500 different species of flora and fauna⁸.

Woodlands in the borough provide some of the most important habitats in Southwark and the ancient woodland components of these assets are irreplaceable and subject to stronger protection⁹.

Health and wellbeing

Urban trees can help build stronger community cohesion and enhance how safe and healthy people feel. Most people prefer to live and work amongst greenery recognising the importance of the value their treescape and greenspaces in otherwise built-up densely populated areas. Within greenspaces trees provide inviting areas for exercise¹⁰ providing shade, reducing the risk of skin cancer and heat related health problems. A rich and diverse treescape has also been shown to help reduce stress and contribute to other health benefits¹¹ and reduce the recovery times of patients in hospital¹².

³ Nowak, D. J. Atmospheric carbon reduction by urban trees. *Journal of Environmental Management* 37, 207–217 (1993).

⁴ Nowak, D. J. & Crane, D. E. Carbon storage and sequestration by urban trees in the USA. *Environ. Pollut.* 116, 381–389 (2002).

⁵ CLARK, J. AND MATHENY, N. (2009). The Benefits of Trees. *Arborist News* 18(3), 12-18.

⁶ Rosenblatt, J., Kweon BS. and Maghelal, P. (2008) The street tree effect and driver safety. *ITE Journal on the Web*, 69-73.

⁷ French, C. J., Dickinson, N. M. & Putwain, P. D. Woody biomass phytoremediation of contaminated brownfield land. *Environ. Pollut.* 141, 387–395 (2006).

⁸ Miles, A. Silva: The Tree in Britain p64 (1999)

⁹ National Planning Policy Framework (paras 170, 175).

¹⁰ LEE, C. AND MOUDON, A. V. (2008). Neighbourhood design and physical activity. *Building Research & Information* 36(5), 395-411.

¹¹ LOVASI, G. S., QUINN, J. W., NECKERMAN, K. M., PERZANOWSKI, M. S. AND RUNDLE, A. (2008). Children living in areas with more street trees have lower prevalence of asthma. *Journal of Epidemiology and Community Health* 62(7), 647-649.

¹² VELARDE, M. D., FRY, G. AND TVEIT, M. (2007). Health effects of viewing landscapes - Landscape types in environmental psychology. *Urban Forestry & Urban Greening* 6(4), 199-212.

Heritage value and future urban landscapes

Trees have always featured prominently in history, art and literature holding an important place in our collective imagination as key features in the landscape contributing to local identity and heritage. The preservation of landmark trees help mark time in an increasingly developing urban environment helping to create links between generations; by contrast planting new trees provides a great opportunity to look to the future. Whilst trees can provide enhancement and help emphasise or soften existing architectural features, new developments provide exciting opportunities to create new and differing localities and atmospheres through consideration of landscape perception principles¹³.

Southwark specific examples of places of heritage value can found with the Oak of Honor at One Tree Hill, Honor Oak, once part of the historic Great North Wood, the old boundary oaks along Wood Vale, and the tree associated road names in parts of the borough e.g. Wicker's Oak, Giles Coppice, Wood Vale, Linden Grove and Willowbrook Road.

Socio-economic

As the awareness of the benefits trees increases social demand for trees has never been greater. Trees help to create welcoming areas within our town centres, encouraging people to visit and stay for prolonged periods, using shops and restaurants, whilst workers who have views of trees feel happier, aiding increased performance¹⁴. Trees also help to provide a sense of place and community, and provide an educational resource through community orchards and the Forest Schools programme.

Trees stimulate the local economy. The presence of well-cared for trees encourages shoppers to spend more time at a business district, and they will travel a greater distance to visit that center, research has shown. Further, shopping areas with trees are more likely to be ranked as being more comfortable and having better upkeep, friendlier staff, and higher quality products.

2 Southwark's Treescap

2.1 There are approximately 120,000 trees in Southwark excluding areas designated as woodland¹⁵.

2.2 Southwark Council is responsible for the direct management, maintenance and care of over half (80,000) of the borough's tree population as follows:

Housing Estates 17,000
Parks & Open Spaces 44,000
Highways 16,000
Schools 3,000

2.3 In terms of geographical distribution, the northern part of Southwark is densely urbanised with less open space and fewer trees, however the many parks in these parts of the borough make a significant contribution to existing canopy cover levels. In this area, the trees for which Southwark Council is responsible are concentrated along roadsides and on housing estates. The southern part of Southwark is more

¹³ Kuo, F. E., Bacaicoa, M. & Sullivan, W. C. Transforming inner-city landscapes: Trees, sense of safety, and preference. *Environ. Behav.* 30, 28–59 (1998).

¹⁴ Kaplan, S., Kaplan, R. & Wendt, J. Rated preference and complexity for natural and urban visual material. *Perception and Psychophysics* 12, 354–356 (1972).

¹⁵ A woodland is a diverse ecosystem that is structurally dominated by trees, but also includes the ecological interplay of flora, fungi and fauna, many of which are specifically associated with woodlands. Southwark has 74 hectares of designated woodland including Dulwich Upper Wood, Sydenham Hill Woods, Russia Dock Woodland, One Tree Hill and parts of Peckham Rye, Nunhead Cemetery and Camberwell Cemetery.

suburban and includes large open spaces, large private gardens and significant ancient woodland.

- 2.4 The most important woodland in Southwark in terms of size and age are the adjoining Dulwich & Sydenham Hill Woods (Dulwich Wood being owned by the Dulwich Estate) The much smaller Dulwich Upper Wood also makes a significant ecological contribution to the area. These were all once part of the Great North Wood, a vast area of worked coppices and wooded commons that once stretched from Deptford to Selhurst.
- 2.5 Trees not managed by Southwark include those managed by Transport for London, trees located within residential gardens and those on other private land.
- 2.6 There are over 400 species of tree found in Southwark, full details including tree distribution and canopy cover figures are shown in Appendix 1.

3 Policy

Policy framework

- 3.1 This policy document has been prepared in response to National, Regional and Local policy frameworks that necessitate the creation of borough-wide tree strategies and accentuate the importance of protecting, maintaining and enhancing trees and woodlands.
- 3.2 Regionally, the Mayor of London committed to making more than half of London green by 2050 in the 2018 London Environment Strategy (LES). This includes ensuring that there is not an overall loss of green cover through new development proposals, and increasing tree cover by 10% from current levels by 2050. An action of the LES is the emerging London Urban Forest Plan being co-ordinated by the London Forest Partnership (chaired by the Forestry Commission and Greater London Authority). This will effectively supersede the London Tree & Woodland Framework.
- 3.3 National government has recognised the vital role of trees in its 25 Year Environment Plan, where it recognises the importance of boosting the resilience of trees and creating new green spaces. In the strategy, the government committed to planting 1m urban trees and 11m additional trees across the country, and to the appointment of a national Tree Champion, who would help to drive a step change in tree planting
- 3.4 In 2012 The European Commission adopted an ambitious new strategy to halt the loss of biodiversity and ecosystem services in the EU by 2020. There are six main targets, and 20 actions to help Europe reach its goal. Some of the key measures include;
- Full implementation of EU nature legislation to protect biodiversity
 - Better protection for ecosystems, and more use of green infrastructure
 - More sustainable agriculture and forestry

3.5 Tree policies

Southwark's has adopted the following tree policies implemented in order to deliver its strategic aims and objectives.

The policies have been set out in the following sections:
Tree maintenance, removal and planting; Managing Tree Risk; Trees and built environment; Planning and development; Tree Management; Trees in Private Ownership; and Biodiversity.

(Please click on a single policy for quick reference – active table mechanism)

Tree maintenance, removal and planting

1. Tree pruning
2. Tree Removal
3. Tree planting
4. Programme of tree maintenance

Managing Tree Risk

5. Tree Risk Management Strategy
6. Emergency call out service
7. Dangerous trees on privately owned land

Trees and the built environment

8. Excavations and utilities
9. Managing trees and subsidence

Planning and development

10. Tree protection
11. Trees and development
12. Unauthorised works prosecution

Biodiversity

13. Encouraging biodiversity in Southwark
14. Pests and diseases
15. Woodland management
16. Veteran and ancient trees
17. Supporting partnerships

Tree maintenance, removal and planting**1. Tree pruning**

Southwark will prune trees for the following reasons only: where there is a risk to public safety; to abate an actionable nuisance; to mitigate the risk of building subsidence; routine maintenance; and for accordance with good arboricultural practice.

Where possible, trees subject to pruning will retain their natural form. Where work is essential, this will be limited to the removal of dead wood, lifting of the crown and sympathetic crown reduction to ensure the tree retains its natural branch structure.

The Council has a proactive programme of inspections from which necessary remedial works are generated and carried out, supported by a 24 hour emergency service. In addition, requests are periodically made by residents for tree pruning which are managed by the Tree Section via the Customer Service Centre (CSC). In all of the above criteria the Council applies strict criteria for when pruning is deemed necessary.

To ensure an impartial and judicious service is provided to all of its residents the Southwark will only prune trees for the following reasons:

- For the purposes of public safety: to ensure statutory clearance over the highway, footway, cycle lanes and public rights of way.
- To abate an actionable nuisance: where trees come in to conflict with buildings and light structures.

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- To mitigate the risk of building subsidence: where risk trees have been identified on shrinkable clay soil and been included in the Borough's Insurance Mitigation Pruning Programme.

To ensure the optimum functionality of street lighting and CCTV cameras (in accordance with pruning standards).

- Where remedial works are advantageous to the tree or tree stock and are in accordance with good arboricultural practice.

To ensure clarity and manage customer expectations Southwark will highlight some of the reasons frequently used to justify pruning that are considered beyond its responsibility.

The Council periodically receives requests from residents to prune trees. With the aim of ensuring an impartial, reasonable and transparent service is provided to all of Southwark's residents, the Council will not prune trees in request to allay or resolve the following issues:

- Branches overhanging properties: residents have the right to exercise their right under Common Law to prune back branches to their property boundary; all arisings must be disposed of at their own effort or expense; pruning must only be carried out following discussion with a Council arboriculturist and completed to the standard set out in BS3998:2010 Tree Work Recommendations.
- Where a tree is thought be overly large.
- Interference with satellite, TV or other media reception: there is no legal right to television reception and the Council (or any tree owner) has no legal obligation to remove or prune trees to improve reception; when positioning a new satellite receiver, residents are recommended to carefully consider existing trees and their potential for growth to avoid problems in the future.
- Branches and/or limbs in physical contact with telephone wires: telephone wires are plastic coated and faults on the line are very rarely caused by contact with branches; residents will be encouraged to contact their service provider to address any faults or interference experienced with their telephone phone line.
- Excessive leaf fall: this is a seasonal problem generally localised to a short period of the year. Residents are expected to clear any undesirable leaf litter falling on their properties themselves or at their expense; leaf litter on publically owned footways and highways will be addressed by the Borough's Street Cleansing contractors.
- Fruit fall: this is a seasonal problem generally localised to a short period of the year. Residents are expected to clear any undesirable fruit falling on their properties themselves or at their expense; fallen fruit on publically owned footways and highways will be addressed by the Borough's Street Cleansing contractors as notified.
- Problems associated with pollen.
- Excreta caused by insects or birds: honeydew (aphid excreta) and bird droppings are not recognised in law as a 'legal nuisance'; hazards on the footway can be addressed by contacting Street Cleansing to notify them of the problem; measures to address the problems associated with honeydew can be made by residents by regular car washing, covering or parking in an alternative location.

LBS Tree Management Policy Draft 1 v1

- Obstruction of view: there are no rights associated with maintaining trees in accordance with maintaining views in British law
- Lack of light: there is no 'Right to light' (or shade) in British law.

2. Tree Removal

Trees will only be removed where there is a risk to public safety or damage to property or with the aim of good arboricultural practice.

Publically owned trees are a valuable resource in the context of the Southwark's tree stock. Therefore the determination will be to resist the removal of trees wherever possible. Southwark will not normally fell a healthy tree; however there are some circumstances where it is deemed necessary to remove trees:

- to address professional public safety concerns;
- to mitigate building subsidence;
- to abate an actionable nuisance;
- to reduce the risk of the spread of pests and disease;
- where the highway and/or footway condition determine retention unsustainable;
- where an approved planning application or essential development works requires tree removal
- in accordance with good arboricultural practice.

These decisions are carefully considered by Southwark's Arboricultural Officers following consultation with local residents and other stakeholders wherever possible.

It is important that the public, elected Members, stakeholders and colleagues are provided sufficient notice of the intention to remove trees. Email notification must be sent at least 15 days in advance of the commencement of works. This will be followed up by the attachment of a Felling Notice to individual trees with a 15 day notice period.

Any objections or queries associated with the removal of trees should be answered prior to the commencement of the operation. However it should be understood that in some circumstances trees must be removed at short notice in accordance with their condition and associated public safety concerns. In such cases retrospective communications will be sent to Ward Members and stakeholders.

The tree pit will be made safe with a temporary backfill material and capped with a bituminous surface until the next planting season, or the Highway Maintenance Team will be contacted and asked to undertake a permanent reinstatement of the highway.

3. Tree planting

Replacement tree planting

Where trees have been felled the Council will commit to providing a replacement tree as close to the location of the felled tree as practicable during the next planting season. A sign will be placed in the original location of the felled tree detailing that the tree will be replaced in the same location or a nearby location.

The Council will seek to plant at least one tree for every tree it removes.

Following proactive or reactive inspections it is sometimes necessary to remove trees. In such circumstances the Council will ensure a replacement tree is planted if the location is continued to be deemed viable in accordance with good arboricultural practice.

When the decision to remove a tree is made, a request on the Southwark's asset management data base will be made for a replacement tree of suitable species for the

location. Subject to resources, the replacement tree will be planted within the following two planting seasons.

New tree planting

The Council will undertake an ambitious program of new tree planting and projects to support increasing biodiversity in order to address the Council's Climate Change Emergency status. Informed by ecosystems services analysis and working with local stakeholder groups Southwark will undertake tree planting in streets, housing estates, parks, school grounds, and woodlands in order to increase canopy cover for the borough in line with national, regional and London targets.

In addition the Council will encourage initiatives in support of additional planting e.g. woodland and orchard creation, from internal and external sources of funding on all of its sites as appropriate and will implement programmes of planting aimed at increasing Southwark's publically owned tree stock.

The Council will provide advice and information to schemes or groups seeking to increase tree cover within the borough whether on public or privately owned sites.

The Council will continue to manage the Adopt a Tree and Memorial Trees initiatives funded by individuals and groups.

In support of the Councils replacement tree scheme (The Adopt a Tree scheme and Memorial Tree initiative will continue to be managed by Southwark on a cost neutral basis, delivering value for money to local residents seeking additional tree planting.

The Council will continue to ensure that appropriate regard is given to the relationship between species selection and location (Right Tree, Right Place).

Wherever possible a wide range of species will be utilised in order to build in future resilience to against species specific tree related pests and diseases.

The objective of all tree planting programmes is to ensure future tree planting in the borough is appropriate, sustainable, considered and permits the long term survival of those trees planted so that they fulfil their growth potential and make the maximum contribution possible without causing many of the problems traditionally associated with planting trees in urban areas.

4. Programme of tree maintenance

The Council will continue to issue a proactive programme of tree maintenance linked to the tree inspection programme (ad hoc works will be issued appropriate to risk alongside the programme).

Following inspection as set out in Policy 5 the Council will order all necessary remedial works for pruning and felling in accordance with good arboricultural practice (Policies 1 and 2).

All works issued to service providers are expected to be completed within the timescales set out in the contract. Failure to meet designated timescales for works completion will be subject to the rectification and default procedures as per contract specification.

Managing Tree Risk

5. Tree Risk Management Strategy

The Tree Risk Management Strategy makes clear all legal responsibilities, assesses how Southwark operates to mitigate the risk which trees present, and sets out detailed associated

procedures and methodologies (see Appendix 2 – Southwark Council Tree Risk Management Strategy).

6. Emergency call out service

The Council will continue to provide a 24 hour call out service in order to respond to emergency situations on Borough managed land and highways.

The Council has a duty under The Highways Act 1980 to ensure that all of the roads within the Borough are free from hazards at all times. In order fulfil this duty the Council will continue to ensure a 24 hour emergency call out service is maintained to clear fallen trees from the highway and public land. It is expected that all call outs are responded to within 1hour.

In the prospect of an extreme weather event the Council will ensure that adequate resources are targeted to processing multiple emergencies and managing post storm clear up operations (see Tree Risk Management Strategy Appendix 1: Policy Framework).

7. Dangerous trees on privately owned land

The Council may serve notice on the owner of a private tree if it is considered to present an unreasonable risk to the public. If remedial work is not satisfactorily undertaken, the Council can undertake the necessary work to mitigate the risk and recover the costs from the tree owner.

Occasionally there may be reasons why owners do not make dangerous trees safe, e.g. owners may not be traceable, or refuse, or are unable to pay. As a last resort, the local authority has powers under the Local Government (Miscellaneous Provisions) Act 1976 section 23 & 24 Dangerous Trees and the Highways Act 1980 section 154, to take the minimum action necessary to remove immediate danger on private land. However, these powers are discretionary; the authority will only guarantee action if a tree in private ownership is likely to impact on the highway or Council owned land or property. All other scenarios will be assessed on a case by case basis (see LBS Tree Risk Management Strategy (appendix 2) appendix 4, LBS Procedure for tree risk mitigation on privately owned trees under the Local Government (Miscellaneous Provisions) Act 1976) and Highways Act 1980.

When works have been carried out, the Council can recoup the costs of the works plus an administration fee. If the owner is untraceable or un-contactable a land charge will be entered against the property for future payment.

Trees and the built environment

8. Excavations and utilities

When undertaking excavation works near to street trees all Council operatives and private contractors will be required to adhere to the guidelines as set out in the revised National Joint Utility Guidelines: Guidelines for the Planning, Installation and Maintenance of Utility Apparatus in Proximity to Trees (NJUG 4, 2007, unless otherwise formally agreed with the Tree Section).

It is recognised that on-going maintenance of the highway, service routes and street furniture is essential to ensuring that the Borough's transport and infrastructure network continues to operate effectively. This brings considerable potential disturbance to the Borough's trees as work often requires excavation and construction within the root zone of trees. Therefore it is essential that when undertaking excavation works near to street trees all Council operatives and private contractors will be required to adhere to the guidelines as set out in the revised National Joint Utility Guidelines.

9. Managing trees and subsidence

Southwark will continue to manage its tree stock to minimise the risk of tree-related subsidence, whilst maintaining a healthy and sustainable tree stock. Location and species for new tree planting will be selected to minimise the risk of future tree-related subsidence. Southwark will seek to continue to retain trees on shrinkable clay subsoil, where sustainable, in order to maintain the value of the amenity. The Council will continue to manage a robust programme of pruning in order to mitigate subsidence damage to buildings: regrowth on all risk trees will be removed on a 2 yearly cycle in order to manage water demand.

Southwark will manage and process claims in accordance with the principles of the LTOA's (London Tree Officers Association) Risk Limitation Strategy and the Joint Mitigation Protocol (of which it is a signatory) by managing its tree stock with the aim of reducing the potential for building damage whilst maintaining a healthy and sustainable tree stock:

- Local authorities instigate a regime of cyclical pruning of Council tree stock in areas predisposed to building movement where this is appropriate.
- Local authorities provide dedicated resources for dealing with subsidence generated claims directed at Council owned trees.
- Local authorities instigate a regime of selective removal and replacement of street tree stock in areas predisposed to building movement where this is appropriate.
- Local authorities provide dedicated resources for dealing with subsidence generated Conservation Area notifications and Tree Preservation Order applications.
- Local authorities review all existing unsettled claims providing dedicated resources to challenge those unwarranted claims based on poorly investigated and inaccurate evidence or where in the case of preserved trees the Town & Country Planning (Trees) Regulations 1999 can provide relief from the claim.

Planning and development

10. Tree protection

The Council will seek to ensure, through the use of current Tree Protection Order (TPO) and Conservation Area (CA) legislation, that trees of particular amenity value are protected. A TPO can include individual trees, those in groups or as entire woodlands.

In accordance with the Town and Country Planning legislation the council will seek to protect and preserve trees of high amenity value through the careful consideration of TPO and Conservation area applications.

Legal protection through TPO's and CA's is generally afforded to trees in private ownership. Trees in the ownership of Southwark, including those on leased sites, are subject to the protection of the Council.

Tree Preservation Orders:

Anyone wishing to remove or undertake pruning works under a TPO is required by law to make a formal application to the borough using application form (downloaded online or requested from the Planning Department). Care should be taken in completing the form as applications that are incomplete or lacking sufficient information to determine the proposal will not be registered. Once the application has been registered it will be assessed and a decision notice will be issued within 8 weeks, detailing the outcome of the process.

Tree owners carrying out permitted development to their property adjacent to protected trees may also require permission before starting work, if the development is likely to lead to the severing of roots or branches to facilitate the build.

Conservation Areas:

Any person wishing to remove or undertake works to a tree within a Conservation Area is required to give 6 weeks notification to the Council using an application form (this can be downloaded online or requested from the Planning Department). The Council will register, assess and respond to all notifications with 6 weeks.

The Council will respond in one of three ways;

- Allow the proposed works
- Negotiate and agree alternative works
- Serve a TPO to prevent the proposed works

Anyone not receiving a response within the six week period is advised to contact the Planning Department to ensure they operate within the law.

The Council will carry out a survey of its TPOs and review and update them accordingly and will maintain an electronic record of the details; many of the borough's TPO records are old and in need of updating. Some of the trees protected by TPO have died, whilst other trees have grown and are now in need of protection. The orders are largely recorded in paper files and there is a desire to update this to an electronic system which can be accessed by the public on-line.

Amongst non-statutory sites subject to protection are Sites of Importance for Nature Conservation (SINCs) or statutory Local Nature Reserves (LNRs), most of which in Southwark support woodland or individual and clusters of trees. These are important features for which the SINC/LNR is designated and managed.

11. Trees and development

Planning applications for new development will require compliance with development management policy which seeks to retain existing trees within a development site and promote the planting of new trees to benefit wildlife and biodiversity, enhance landscape, public amenity and health.

To ensure that due consideration and protection is given to trees worthy of retention, the Council will require all development applications that affect trees, to provide the following information (to the standard detailed in BS 5837:2012 "Trees in relation to design, demolition and construction):

Pre-application stage;

- Tree survey
- Tree retention/removal plan
- Consideration for protected wildlife species

Planning Application stage;

- Tree survey
- Arboricultural impact assessment
- Tree retention/removal plan, detailing retained trees and their Root Protection Areas (RPAs)
- Any proposed level changes
- Hard and soft landscape design plans (replacement tree planting)

Reserved matters/planning conditions;

- Arboricultural method statement
- Details of all special engineering within RPAs
- Details of utility apparatus and installation
- Schedule of works to retained trees
- Arboricultural site monitoring schedule*
- Post construction remedial works

*The Council, aside from making its own spot checks on development sites, will impose planning conditions to ensure that all proposed tree protection measures are carried out and maintained throughout each stage of the development as recommended in BS5837: "Trees in relation to design, demolition and construction".

In accordance with policy 7.21 of the London Plan in respect to trees and woodlands, the Council agrees that “any loss as a result of development should be replaced following the principle of ‘right place, right tree’. Wherever appropriate the planting of additional trees should be included in new developments, particularly large-canopied species” (GLA Jul 2011, p.235). To encourage replacement or new planting on development sites the Council will apply these principles:

- All development sites must look to incorporate tree planting as part of the planning application.
- Where trees have been removed to facilitate the development, suitable levels of replanting will be required.
- Where the provision of tree planting on a development site conflicts with other trees.
- Council policies or where suitable levels of replacement tree planting cannot be found on site, the Council will seek funding for alternative tree planting in the locality.

Where the Council build new homes it is a requirement to replace any tree it removes in conjunction with the development.

12. Unauthorised works prosecution

The Council will prosecute anyone found to be damaging or pruning its trees (including damage to roots through excavation, compaction or modification of ground surface (i.e. paving) without permission or disposing of tree waste illegally, and where appropriate apply the maximum penalty.

The Council will use the Capital Asset Valuation of Amenity Trees (CAVAT) system to value its trees and use this information to assist in the management of its tree stock. Any private individual or external organisation that undertakes actions to damage or remove Council owned or protected tree(s) will be pursued for compensation for the full amenity value of the tree as calculated by CAVAT.

Biodiversity

13. Encouraging biodiversity in Southwark

The Council will seek to maintain a diverse range of species and age structure and will promote planting of native species, of local provenance where possible, in particular where appropriate to the park, character and the relevant park management plan. Management plans will be created by the borough ecologist, third sector partners and other stakeholder groups in order to achieve the conservation objectives of a particular site. All management plans should reference and adhere to the objectives of the Southwark Nature Action Plan (SNAP), formerly the Southwark Biodiversity Action Plan (BAP), e.g. the importance of woodlands (as a Priority Habitat) and of woodland/dead wood habitats for a range of priority species.

In order to maximise biodiversity the Council understands the importance of encouraging a varied age structure in its tree stock. This can be achieved through planting, thinning, coppicing, glade and ride creation retaining over-mature and veteran trees and selecting specimens for succession. Wherever possible natural regeneration will be allowed as a management approach in woodlands. Where planting is undertaken native trees of local provenance will be used to maximise biodiversity benefits.

Over-mature trees and those with dead wood and cavities provide valuable wildlife habitats particularly for bats, birds and invertebrates. The borough’s woodlands are also particularly important, containing a substantial number of veteran trees which support a large number of insects, many of which are rare. It is important that veteran and ancient trees are retained with pathways and

Dead trees (turned into monoliths where necessary), fallen dead wood, and timber from felled trees should also be retained and where possible and remaining in situ.

14. Pests and diseases

The Council will ensure adequate resources are available to control and contain the outbreak of known new pests and diseases, and continue to ensure proportionate resources are dedicated to the control of existing pests and diseases.

Over the last few decades the UK has experienced increasing threats to plant biosecurity as increased global trade acts as a pathway for the arrival of new organisms, with impacts potentially exacerbated by climate change and new pathways of introduction into the EU. This has been highlighted by the increasing number of plant disease and pathogen outbreaks, most notably in relation to trees.

The Council will prioritise adequate resources in a timely fashion to deal with such threats, especially when these are related to the health of the tree stock and may also present serious public health issues. Southwark will continue liaise closely with the Forestry Commission and London Tree Officers Association (LTOA) on issues of biosecurity.

15. Woodland management

The Council will develop Woodland Management Plans, where required, for each of its woodlands and will encourage the development of Woodland Management Plans for privately owned woodlands and those owned by other public bodies.

Management plans will be created in by Southwark officers and third sector partners e.g. London Wildlife Trust (LWT) and The Conservation Volunteers (TCV) where appropriate, and with the participation of relevant stakeholder groups.

16. Veteran and ancient trees

The Council will promote a programme of recording and protecting veteran and ancient trees in the Borough and instigating a programme of management and succession planting in line with the government guidance (Ancient woodland, ancient trees and veteran trees: protecting them from development).

Many of the Council's veteran and ancient trees are already recorded and protected by a Tree Preservation Order, however Southwark acknowledges that the specific management practices required for this highly valuable resource are best undertaken under singular focused initiative. Therefore the Council will launch a programme of recording, mapping and the production of management plans for all of Southwark's veteran and ancient trees, whether on public or private land using data from the Ancient Tree Inventory and Greenspace information for Greater London (GiGL- London's Environmental Records Centre).

The resources available for this will be limited, however it is expected that a significant level of volunteer engagement will be sought in order achieve its aims.

17. Supporting partnerships

Southwark will continue to provide arboricultural support and advice to partnership groups throughout the Borough.

Partnership Groups make a highly valued contribution to Southwark's environment. The Council will continue to support our third sector partners, Friends of Parks and other stakeholder groups in providing support and arboricultural advice.

Trees have become increasingly important as a learning resource for children. This is reflected in the growing numbers of schools that have signed up to the Forest Schools programme. Southwark will provide arboricultural advice for schools hoping to utilise their outdoor space as a learning resource.

4 Review

This policy document is intended to be reviewed and updated annually following formal adoption.

Policy Number	Version	Author	Doc No.	PDF No.	Date Published	Review Due	Review Team
	1	JF				December 2020	
	2					December 2021	

Appendix 1

Southwark's Treescape

Tree species composition and distribution

Southwark Council is responsible for the management and maintenance of approximately 80,000 trees and over 70 hectares of woodland.

Species

The diversity of tree species in Southwark is staggering with over four hundred different species and cultivars recorded across the borough (see table 5).

The most commonly encountered genus across Southwark councils' urban forest is Acer with Cladrastis being the least commonly planted genus within the borough.

The top ten most commonly found council owned tree genus within Southwark are listed in the table below.

Tree Genera	Number Of Trees
<i>Acer</i>	8118
<i>Populus</i>	1504
<i>Betula</i>	2548
<i>Sorbus</i>	1719
<i>Quercus</i>	2305
<i>Platanus</i>	6072
<i>Prunus</i>	6366
<i>Tilia</i>	4335
<i>Fraxinus</i>	4180
<i>Crataegus</i>	1774

Table 1 – Top 10 most commonly found tree species in Southwark.

Composition

Southwark Councils tree section manages trees across four separate service areas; these consist of Highways, Parks, Housing and Schools.

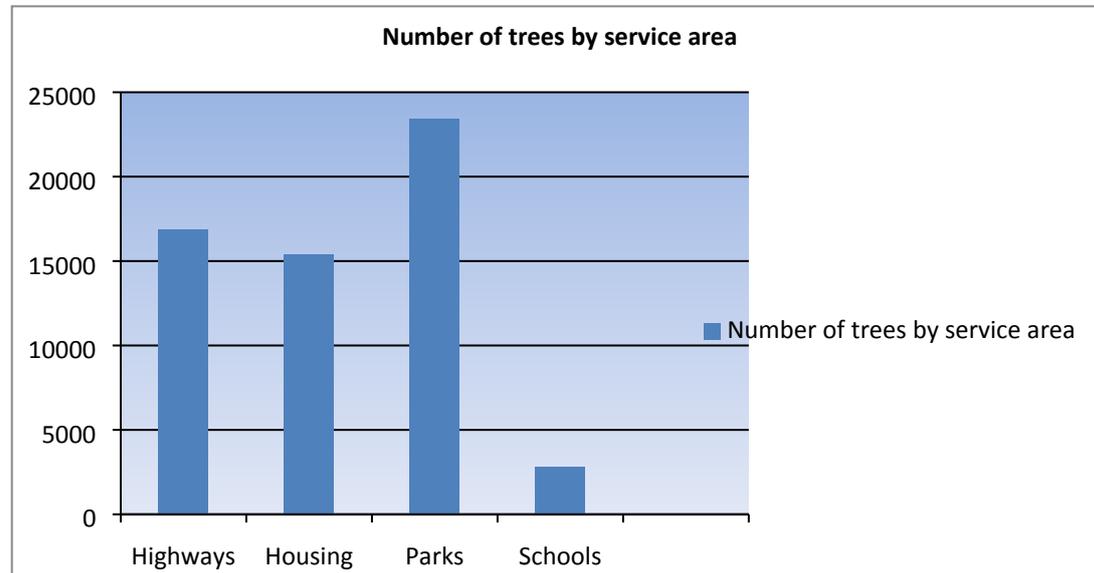
The number of trees across the four service areas is presented in the graph and table below.

Site type	Number of trees by service area
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Highways	16837
Housing	15363
Parks	23435
Schools	2786

Table 2 – Number of trees by service area.



Graph 1 – Number of trees by service area

This data has been analysed further and separated into the information presented below to show the tree populations across each ward within Southwark.

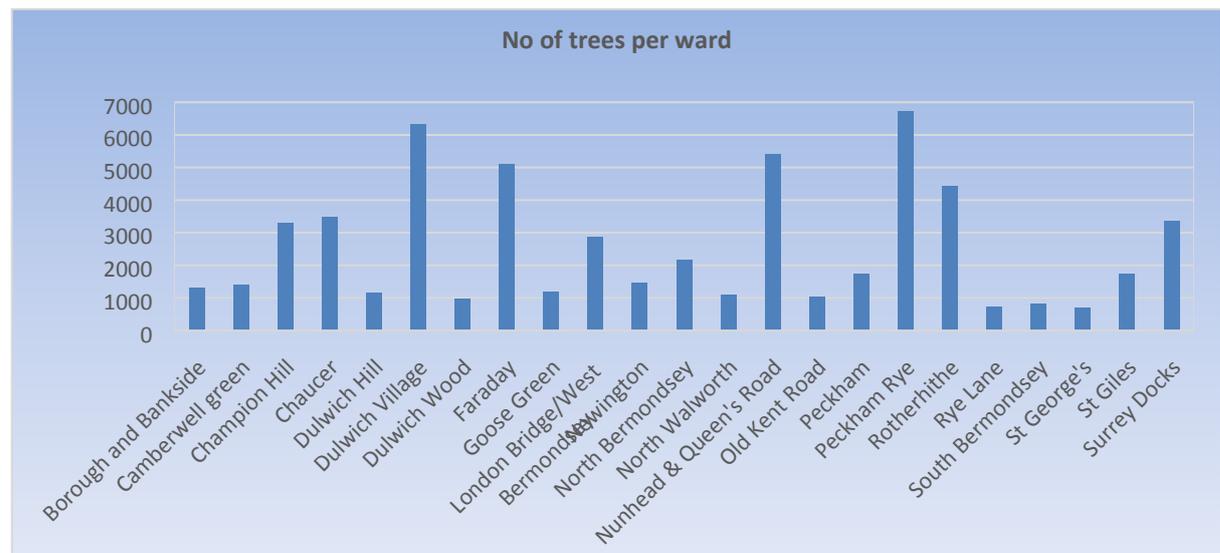
The wards that have the largest tree populations are representative of the land use types in those areas, with large parks and woodlands being a dominant feature in that of Nunhead and Queens Road, Peckham Rye and Dulwich Hill with sites such as Nunhead Cemetery and Peckham Rye Park contributing significantly to these numbers.

Ward	No of trees per ward
St George's	703
Rye Lane	715
South Bermondsey	814
Dulwich Wood	971
Old Kent Road	1044
North Walworth	1084
Dulwich Hill	1163
Goose Green	1175
Borough and Bankside	1322
Camberwell green	1391
Newington	1468
Peckham	1740
St Giles	1747
North Bermondsey	2163
London Bridge/West	2857

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Bermondsey	
Champion Hill	3295
Surrey Docks	3353
Chaucer	3472
Rotherhithe	4419
Faraday	5093
Nunhead & Queen's Road	5398
Dulwich Village	6318
Peckham Rye	6716

Table 3 – Number of trees per ward



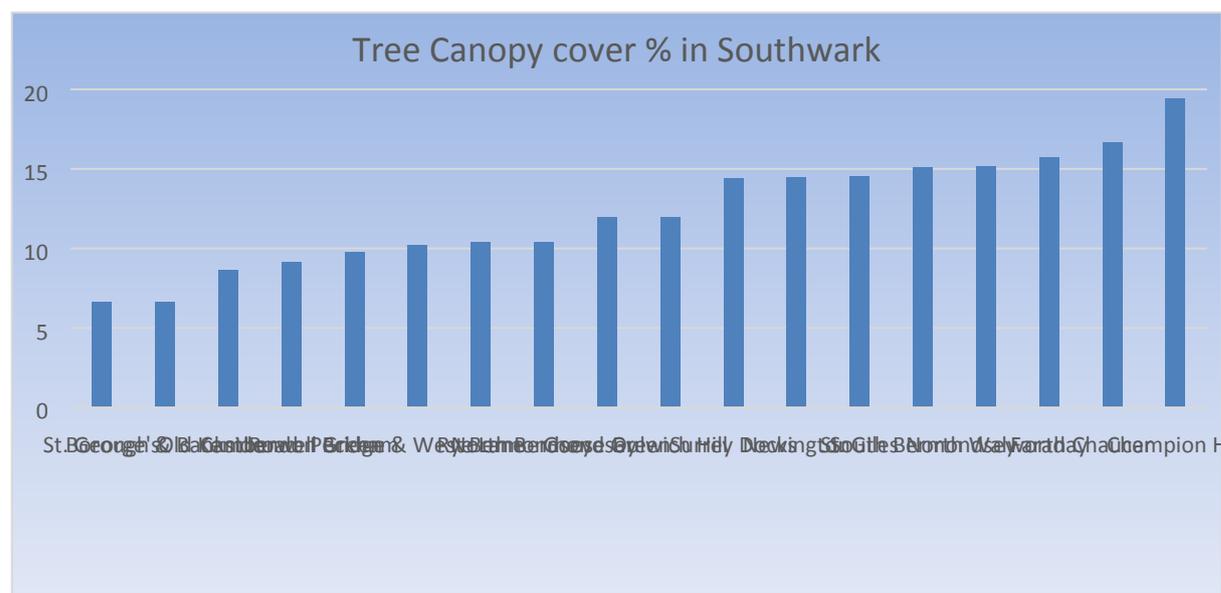
Graph 2 – Number of trees per ward

Canopy cover

An exercise undertaken by Curio Canopy and the Greater London Authority in 2016 to assess tree canopy cover within Greater London identified the following wards within Southwark with less than 20% tree canopy cover.

Since the exercise was undertaken the ward boundaries within Southwark have changed, however the canopy cover percentages across the borough have not significantly changed and the data can still be considered reliable. Serious consideration and prioritisation should therefore be given to increasing canopy cover within those wards.

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Graph 3 – Tree canopy cover percentage by ward (Curio et al,2016)

Ward	Tree Canopy cover % in Southwark
Borough & Bankside	6.65
St. George's	6.65
Old Kent Road	8.63
Camberwell Green	9.16
Peckham	9.74
London Bridge & West Bermondsey	10.21
Rye Lane	10.36
North Bermondsey	10.39
Dulwich Hill	11.97
Goose Green	11.97
Surrey Docks	14.42
Newington	14.48
St. Giles	14.5
South Bermondsey	15.09
North Walworth	15.14
Faraday	15.69
Chaucer	16.66
Champion Hill	19.39

Table 4 – Tree canopy cover % in Southwark (Curio et al 2016)

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Tree genus and species
<i>Abies alba</i>
<i>Abies cephalonica</i>
<i>Abies grandis</i>
<i>Abies lasiocarpa</i>
<i>Abies nordmanniana</i>
<i>Acacia dealbata</i>
<i>Acacia pravissima</i>
<i>Acer campestre</i>
<i>Acer campestre</i> 'Elsrijk'
<i>Acer capillipes</i>
<i>Acer cappadocicum</i>
<i>Acer davidii</i>
<i>Acer ginnala</i>
<i>Acer griseum</i>
<i>Acer japonicum</i>
<i>Acer monspessulanum</i>
<i>Acer negundo</i>
<i>Acer palmatum</i>
<i>Acer platanoides</i>
<i>Acer pseudoplatanus</i>
<i>Acer rubrum</i>
<i>Acer saccharinum</i>
<i>Acer saccharum</i>
<i>Aesculus flava</i>
<i>Aesculus hippocastanum</i>
<i>Aesculus indica</i>
<i>Aesculus pavia</i>
<i>Aesculus X carnea</i>
<i>Ailanthus altissima</i>
<i>Albizia julibrissin</i>
<i>Alnus cordata</i>
<i>Alnus glutinosa</i>
<i>Alnus incana</i>
<i>Alnus rubra</i>
<i>Alnus viridis</i>
<i>Amelanchier Arborea Robin Hill</i>
<i>Amelanchier canadensis</i>
<i>Amelanchier laevis</i>
<i>Amelanchier lamarckii</i>
<i>Araucaria araucana</i>
<i>Arbutus unedo</i>
<i>Azara microphylla</i>
<i>Betula albosinensis</i> -

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<i>Betula ermanii</i>
<i>Betula jacquemontii</i>
<i>Betula lenta</i>
<i>Betula nigra</i>
<i>Betula papyrifera</i>
<i>Betula pendula</i>
<i>Betula pubescens</i>
<i>Buxus sempervirens</i>
<i>Callistemon laevis</i>
<i>Carpinus betulus</i>
<i>Carya alba</i>
<i>Carya cordiformis</i>
<i>Castanea sativa</i>
<i>Catalpa bignonioides</i>
<i>Catalpa bignonioides Aurea</i>
<i>Catalpa speciosa</i>
<i>Ceanothus species</i>
<i>Cedrus atlantica</i>
<i>Cedrus atlantica 'Glauca'</i>
<i>Cedrus deodara</i>
<i>Cedrus libani</i>
<i>Celtis australis</i>
<i>Celtis occidentalis</i>
<i>Cercidiphyllum japonicum</i>
<i>Cercis canadensis</i>
<i>Cercis siliquastrum</i>
<i>Chamaecyparis lawsoniana</i>
<i>Chamaecyparis nootkatensis</i>
<i>Chamaecyparis obtusa</i>
<i>Chamaecyparis spp</i>
<i>Cladastris lutea</i>
<i>Clerodendron trichotomum</i>
<i>Cordyline australis</i>
<i>Cornus controversa</i>
<i>Cornus kousa</i>
<i>Cornus mas</i>
<i>Cornus sanguinea</i>
<i>Corylus avellana</i>
<i>Corylus columna</i>
<i>Cotoneaster frigidus</i>
<i>Cotoneaster salicifolius</i>
<i>Crataegus 'Pauls Scarlet'</i>
<i>Crataegus crus-galli</i>
<i>Crataegus laevigata</i>

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<i>Crataegus monogyna</i>
<i>Crataegus oxycantha</i>
<i>Crataegus X grignonensis</i>
<i>Crataegus X lavalleyi</i>
<i>Crataegus X prunifolia</i>
<i>Cupressus glabra</i>
<i>Cupressus lusitanica</i>
<i>Cupressus macrocarpa</i>
<i>Cydonia oblonga</i>
<i>Davidia involucreta</i>
<i>Eriobotrya japonica</i>
<i>Eucalyptus debeuzevillei</i>
<i>Eucalyptus gunnii</i>
<i>Eucalyptus niphophila</i>
<i>Euodia hupehensis</i>
<i>Fagus sylvatica</i>
<i>Ficus carica</i>
<i>Fraxinus americana</i>
<i>Fraxinus angustifolia 'pendula'</i>
<i>Fraxinus excelsior</i>
<i>Fraxinus ornus</i>
<i>Fraxinus oxycarpa 'Raywood'</i>
<i>Fraxinus Pennsylvanica</i>
<i>Ginkgo biloba</i>
<i>Gleditsia triacanthos</i>
<i>Hamamelis spp</i>
<i>Hippophae rhamnoides</i>
<i>Ilex aquifolium</i>
<i>Jubaea chilensis</i>
<i>Juglans nigra</i>
<i>Juglans regia</i>
<i>Juniperus communis</i>
<i>Juniperus spp</i>
<i>Koelreuteria paniculata</i>
<i>Laburnocytisus adamii</i>
<i>Laburnum anagyroides</i>
<i>Laburnum X watereri 'Vossii'</i>
<i>Lagerstroemia indica Rosea</i>
<i>Larix decidua</i>
<i>Laurus nobilis</i>
<i>Ligustrum chinensis</i>
<i>Ligustrum japonicum</i>
<i>Ligustrum lucidum</i>
<i>Ligustrum ovalifolium</i>

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<i>Ligustrum vulgare</i>
<i>Liquidambar styraciflua</i>
<i>Liriodendron tulipifera</i>
<i>Luma apiculata</i>
<i>Magnolia Galaxy</i>
<i>Magnolia Grandiflora</i>
<i>Magnolia kobus</i>
<i>Magnolia x loebneri 'Merrill'</i>
<i>Magnolia x soulangiana</i>
<i>Malus 'Golden hornet'</i>
<i>Malus 'John Downie'</i>
<i>Malus 'Profusion'</i>
<i>Malus baccata (Fastigiata Sibe</i>
<i>Malus domestica</i>
<i>Malus Evereste</i>
<i>Malus floribunda</i>
<i>Malus hupehensis</i>
<i>Malus Prunifolia 'Pendula'</i>
<i>Malus Rudolph</i>
<i>Malus sylvestris</i>
<i>Malus transitoria</i>
<i>Malus Tschonoskii</i>
<i>Malus X purpurea</i>
<i>Mespilus germanica</i>
<i>Metasequoia glyptostroboides</i>
<i>Michelia doltsopa</i>
<i>Morus alba</i>
<i>Morus nigra</i>
<i>Nothofagus antarctica</i>
<i>Olea europaea</i>
<i>Ostrya carpinifolia-</i>
<i>Parrotia persica</i>
<i>Paulownia tomentosa</i>
<i>Photinia fraserii</i>
<i>Picea abies</i>
<i>Picea orientalis</i>
<i>Picea pungens 'Glauca'</i>
<i>Picea pungens Hoopseii</i>
<i>Picea sitchensis</i>
<i>Pinus mugo</i>
<i>Pinus nigra</i>
<i>Pinus Nigra var. Maritima</i>
<i>Pinus pinaster</i>
<i>Pinus pinea</i>

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<i>Pinus radiata</i>
<i>Pinus strobus</i>
<i>Pinus sylvestris</i>
<i>Pinus wallichiana</i>
<i>Pinus X holfordiana</i>
<i>Platanus orientalis</i>
<i>Platanus X hispanica</i>
<i>Populus alba</i>
<i>Populus balsamifera</i>
<i>Populus candicans 'Aurora'</i>
<i>Populus nigra</i>
<i>Populus nigra 'Italica'</i>
<i>Populus regenerata</i>
<i>Populus serotina</i>
<i>Populus tremula</i>
<i>Prunus 'Accolade'</i>
<i>Prunus 'Amanogawa'</i>
<i>Prunus 'Ichiyo'</i>
<i>Prunus 'Pandora'</i>
<i>Prunus 'Pink Perfection'</i>
<i>Prunus 'Pink Shell'</i>
<i>Prunus 'Sunset boulevard' (Che</i>
<i>Prunus 'Tai Haku'</i>
<i>Prunus 'Umineko'</i>
<i>Prunus avium</i>
<i>Prunus avium 'Plena'</i>
<i>Prunus avium Fastigiata</i>
<i>Prunus cerasifera</i>
<i>Prunus cerasifera 'Nigra'</i>
<i>Prunus cerasifera 'Pissardii'</i>
<i>Prunus domestica</i>
<i>Prunus domestica insititia</i>
<i>Prunus dulcis</i>
<i>Prunus incisa</i>
<i>Prunus kanzan</i>
<i>Prunus laur. magnolifolia</i>
<i>Prunus laurocerasus</i>
<i>Prunus laurocerasus 'Otto luyk</i>
<i>Prunus lusitanica</i>
<i>Prunus maackii</i>
<i>Prunus maackii 'Ambar Queen'</i>
<i>Prunus padus</i>
<i>Prunus padus 'Albertii'</i>
<i>Prunus padus 'Watereri'</i>

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<i>Prunus sargentii</i>
<i>Prunus sargentii</i> 'Rancho'
<i>Prunus serotina</i>
<i>Prunus serrula</i>
<i>Prunus Serrula Tibetica</i>
<i>Prunus Serrulata</i>
<i>Prunus serrulata</i> 'Autumn Glory
<i>Prunus serrulata</i> 'Kiku-Shidare
<i>Prunus serrulata</i> 'Schmittii
<i>Prunus serrulata</i> 'Sunset Boule
<i>Prunus spinosa</i>
<i>Prunus subhirtella</i>
<i>Prunus subhirtella</i> 'Ascendens
<i>Prunus subhirtella</i> 'Autumnalis
<i>Prunus subhirtella</i> 'Pendula PI
<i>Prunus sunset Boulevard</i>
<i>Prunus tai Haku</i>
<i>Prunus Virginiana</i> 'Schubert'
<i>Prunus X hillieri</i> 'Spire'
<i>Prunus X schmittii</i>
<i>Prunus X yedoensis</i>
<i>Prunus yedoensis</i>
<i>Pseudopanax crassifolius</i>
<i>Pterocarya fraxinifolia</i>
<i>Pyrus calleryana</i> 'Chanticleer'
<i>Pyrus calleryana</i> 'Redspire'
<i>Pyrus communis</i>
<i>Pyrus salicifolia</i>
<i>Quercus acutissima</i>
<i>Quercus castaneifolia</i>
<i>Quercus cerris</i>
<i>Quercus coccinea</i>
<i>Quercus frainetto</i>
<i>Quercus hispanica</i> 'Lucombeana'
<i>Quercus ilex</i>
<i>Quercus imbricaria</i>
<i>Quercus muehlenbergii</i>
<i>Quercus palustris</i>
<i>Quercus petraea</i>
<i>Quercus phellos</i>
<i>Quercus robur</i>
<i>Quercus robur</i> 'Fastigiata'
<i>Quercus rubra</i>
<i>Quercus suber</i>

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<i>Quercus velutina</i>
<i>Quercus X ludoviciana</i>
<i>Rhamnus cathartica</i>
<i>Rhus typhina</i>
<i>Robinia pseudoacacia</i>
<i>Salix alba</i>
<i>Salix alba 'Tristis'</i>
<i>Salix babylonica</i>
<i>Salix caprea</i>
<i>Salix cinerea</i>
<i>Salix fragilis</i>
<i>Salix matsudana 'Tortuosa'</i>
<i>Salix pentandra</i>
<i>Salix X chrysocoma</i>
<i>Sambucus nigra</i>
<i>Sequoia sempervirens</i>
<i>Sequoiadendron giganteum</i>
<i>Sophora japonica</i>
<i>Sorbus 'Joseph Rock'</i>
<i>Sorbus americana</i>
<i>Sorbus aria</i>
<i>Sorbus aucuparia</i>
<i>Sorbus cashmiriana</i>
<i>Sorbus domestica</i>
<i>Sorbus hupehensis</i>
<i>Sorbus intermedia</i>
<i>Sorbus latifolia</i>
<i>Sorbus torminalis</i>
<i>Sorbus vilmorinii</i>
<i>Sorbus X hybrida</i>
<i>Sorbus X thuringiaca</i>
<i>Styrax japonica</i>
<i>Syringa vulgaris</i>
<i>Tamarix aestivalis</i>
<i>Tamarix angelica</i>
<i>Tamarix pentandra</i>
<i>Tamarix tetandra</i>
<i>Taxodium distichum</i>
<i>Taxus baccata</i>
<i>Thuja Orientalis Aurea Nana</i>
<i>Thuja plicata</i>
<i>Tilia americana</i>
<i>Tilia cordata</i>
<i>Tilia henryana</i>

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<i>Tilia mongolica</i>
<i>Tilia oliveri</i>
<i>Tilia Petiolaris</i>
<i>Tilia platyphyllos</i>
<i>Tilia tomentosa</i>
<i>Tilia X euchlora</i>
<i>Tilia X europaea</i>
<i>Trachycarpus fortunei</i>
<i>Trachycarpus Fortuneii</i>
<i>Ulmus 'New horizon'</i>
<i>Ulmus americana Princeton</i>
<i>Ulmus carpinifolia</i>
<i>Ulmus carpinifolia 'Sarniensis'</i>
<i>Ulmus coritana</i>
<i>Ulmus glabra</i>
<i>Ulmus glabra Camperdownii</i>
<i>Ulmus Lobel</i>
<i>Ulmus procera</i>
<i>Ulmus sophora 'Autumn Gold'</i>
<i>Ulmus X Hollandica</i>
<i>Wisteria sinensis</i>
<i>Zelkova carpinifolia</i>
<i>Zelkova serrata</i>
<i>Zizyphus guiggiolo</i>

Appendix 2

Policy context

The following table of European, National, Regional and Local policies, regulations, strategies, plans and frameworks provides the contextual framework for Southwark's Tree Management Policy document.

Policy, Regulation, Strategy, Plan, Framework	Summary of objectives and targets
European	
EU Biodiversity Strategy to 2020 (2012)	<ul style="list-style-type: none"> • The European Commission adopted an ambitious new strategy to halt the loss of biodiversity and ecosystem services in the EU by 2020. There are six main targets, and 20 actions to help Europe reach its goal. Biodiversity loss is an enormous challenge in the EU, with around one in four species currently threatened with extinction and 88% of fish stocks over-exploited or significantly depleted. • The six targets cover: <ul style="list-style-type: none"> • Full implementation of EU nature legislation to protect biodiversity • Better protection for ecosystems, and more use of green infrastructure • More sustainable agriculture and forestry • Better management of fish stocks • Tighter controls on invasive alien species • A bigger EU contribution to averting global biodiversity loss • The new Biodiversity Strategy follows on from the 2006 Biodiversity Action Plan.
EU Biodiversity Action Plan (2006) and 2010 Assessment	<p>The EU Biodiversity Action Plan addresses the challenge of integrating biodiversity concerns into other policy sectors in a unified way. It specifies a comprehensive plan of priority actions and outlines the responsibility of community institutions and Member States in relation to each. It also contains indicators to monitor progress and a timetable for evaluations. The European Commission has undertaken to provide annual reporting on progress in delivery of the Biodiversity Action Plan. A baseline report was prepared in 2010 to take stock of the 2006 Biodiversity Action Plan and assess the impact it has had on Europe's biodiversity. The report produced by the European Environment Agency, provides the latest facts and figures on the state and trends of different biodiversity and ecosystems components in the EU.</p>
National	

25 Year Environment Plan (2018)	National government has recognised the vital role of trees in its 25 Year Environment Plan, where it recognises the importance of boosting the resilience of trees and creating new green spaces. In the strategy, the government committed to planting 1m urban trees and 11m additional trees across the country, and to the appointment of a national Tree Champion, who would help to drive a step change in tree planting
Town and Country Planning Act (1990) & The Town and Country Planning (Tree Preservation) (England) Regulations 2012	<p>The Town and Country Planning Act 1990 is an act of the British Parliament regulating the development of land in England and Wales</p> <p>Local planning authorities protect trees in the interests of amenity by making Tree Preservation Orders (TPOs). Provisions are spread across primary and various secondary legislation and different rules apply depending on when the TPO is made.</p>
Occupiers Liability Act (1957 and 1984)	The Act places a legal Duty of Care on landowners and occupiers responsible for trees, to take reasonable management measures to avoid foreseeable injury or harm. For major landholders, such as local authorities, this duty can be discharged by production and adherence to a detailed management policy such as this document.
Highways Act (1980)	<ul style="list-style-type: none"> • Under Section 96 of the Act, the Highway Authority is entitled to plant and maintain shrubs within verges using public sector funding. They may also erect fences and guards as a means of tree protection. • Section 142 of the Act gives power to the Highway Authority to issue licenses for the planting and maintenance of trees and shrubs by a resident in a property which adjoins the highway. • Section 154 of the Act entitles the Highway Authority to serve notice on any owner or occupier whose tree, hedge or shrub is overhanging, and compromising the safety of a publically accessible area, to carry out remedial works within 14 days. If the owner or occupier fails to comply with the notice, the Highways Authority is entitled to carry out the work and recover reasonable costs from the owner or occupier.
The Wildlife and Countryside act 1981, as amended	Consolidates and amends existing national legislation to implement the Convention on the Conservation of

	<p>European Wildlife and Natural Habitats (Bern Convention) and Council Directive 79/409/EEC on the conservation of wild birds (Birds Directive) in Great Britain (NB Council Directive 79/409/EEC has now been replaced by Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds (codified version)).</p>
<p>National Planning Policy Framework (NPPF) (2018)</p>	<p>The Government has produced a simple national planning policy framework setting out their priorities for the planning system in England in a single, concise document covering all major forms of development proposals handled by local authorities. The NPPF sets out the Government’s planning policies for England and how these are expected to be applied. It sets out the Government’s requirements for the planning system only to the extent that it is relevant, proportionate and necessary to do so. It provides a framework within which local people and their accountable councils can produce their own distinctive local and neighbourhood plans, which reflect the needs and priorities of their communities.</p> <p>Under the title ‘Conserving and enhancing the natural environment’ it advocates that the planning system should contribute to and enhance the natural and local environment by:</p> <ul style="list-style-type: none"> • protecting and enhancing valued landscapes, geological conservation interests and soils • recognising the wider benefits of ecosystem services • minimising impacts on biodiversity and providing net gains in biodiversity where possible, contributing to the Government’s commitment to halt the overall decline in biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures • preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of soil, air, water or noise pollution or land instability • remediating and mitigating despoiled, degraded, derelict, contaminated and unstable land, where appropriate <p>The same section also supports the view that when determining planning applications, local planning authorities should aim to conserve and enhance biodiversity by applying a list of principles, the most relevant one to trees being:</p> <p>“Planning permission should be refused for development resulting in the loss or deterioration of irreplaceable habitats, including ancient woodland and</p>

	the loss of aged or veteran trees found outside ancient woodland, unless the need for, and benefits of, the development in that location clearly outweigh the loss”
Biodiversity – The UK Action Plan (1994)	The Action Plan is the UK Government's response to the Convention on Biological Diversity (CBD) signed in 1992. It describes the UK's biological resources and commits a detailed plan for the protection of these resources. The first lists of Priority Species and Habitats were published by Government in 1995 as part of the UK Biodiversity Action Plan (UK BAP). They included over 300 species of which 11 were butterflies and 53 were moths.
Regional	
London Plan (2016)	<p>The London Plan is the overall strategic plan for London, and it sets out a fully integrated economic, environmental, transport and social framework for the development of the capital to 2036. It forms part of the development plan for Greater London. London boroughs’ local plans need to be in general conformity with the London Plan, and its policies guide decisions on planning applications by councils and the Mayor. The plan outlines the overarching need for green infrastructure within the city. It recognises the benefits of trees and sets targets for tree planting over the next ten years, with an addition of two million trees by 2025. The manifesto committed to an increase in canopy cover from 20% to 25% by 2025 across London. The main aim of these targets was to mitigate for and adapt to climate change.</p> <p>The plan states that trees and woodlands should be protected, maintained and enhanced. It advises against removal of street trees.</p>
London Environment Strategy (2018)	The Mayor of London committed to making more than half of London green by 2050 in the 2018 London Environment Strategy. This includes ensuring that there is not an overall loss of green cover through new development proposals, and increasing tree cover by 10% from current levels by 2050.
A Manifesto for Public Open Space: London’s Great Outdoors (2009)	London's Great Outdoors recognises that investment in public space enhances the look and feel of the city, making it a more healthy and pleasant place for residents and visitors and an environment in which businesses can thrive. It contributes to maintaining and improving London's image as the world’s most green and liveable big city and highlights London's offer as a city that can sustain economic growth. Open Spaces

	<p>Strategies: Best Practice Guidance (2008)</p> <p>This document provides guidance on how to create an open space strategy. Drawing on the lessons learnt from 5 years of CABE Space strategic enabling support with local authorities across England, it updates earlier CABE Space guidance, (Green space strategies: A good practice guide, 2004), and combines this with an update of the guidance for London, (Mayor's guide to preparing open space strategies; Best practice guidance of the London Plan, 2004), to provide one comprehensive guide for England.</p>
<p>Connecting with London's Nature. The Mayor's Biodiversity Strategy (2002)</p>	<p>The document details the Mayor's vision for protecting and conserving London's natural open spaces. It seeks to ensure that there is no overall loss of wildlife habitats in London, and that open spaces are created and made accessible, so that all Londoners are within walking distance of a quality natural space. The strategy is an important step in establishing a London-wide framework for maintaining London's diversity of wildlife.</p>
<p>Preparing Borough Tree and Woodland Strategies SPG (2013)</p>	<p>The Preparing Borough Tree and Woodland Strategies Supplementary Planning Guidance, a joint publication with the Forestry Commission, has been published. It sets out an approach to trees and woodland that:</p> <ul style="list-style-type: none"> • Covers the audit, protection and management of trees and woodland in line with Policy 7.21 of the London Plan • Highlights the asset value of trees and woodland, both in financial terms and the broad range of economic and environmental benefits they provide • Considers all the trees in a borough as a single unified resource – an 'urban forest' • Extends the concept of an 'urban forest' across boundaries so that the cumulative benefits of trees to Londoners can be enhanced • Takes a step by step approach to the management of trees and woodland.
<p>All London Green Grid SPG 2012</p>	<p>The SPG aims to promote the concept of green infrastructure, and increase its delivery by boroughs, developers, and communities, by describing and advocating an approach to the design and management of green and open spaces to deliver hitherto unrealised benefits. These benefits include sustainable travel, flood management, healthy living, and creating distinctive destinations; and the economic and social uplift these support.</p>
<p>Local</p>	

<p>Southwark Open Space Strategy (2013) and evidence base (2013)</p>	<p>This report provides the evidence base setting out the current position with regard to the provision of open spaces in Southwark; This includes an updated audit of all the existing protected open spaces. The strategy sets out a number of recommendations on improving the quality of the existing open spaces and makes site specific recommendations for the different sub-areas of the borough.</p>
<p>Southwark Biodiversity Action Plan (2013-2019) and evidence base</p>	<p>A new Southwark Nature Action Plan (SNAP) has been developed to replace the Biodiversity Action Plan (BAP) and is in the process of being adopted by the Council. The SNAP has been developed by the Southwark Biodiversity Partnership in accordance with national, regional and local legislation and policies. The plans will run from 2012 to 2018. This plan provides information and guidance on protecting, managing and promoting key wildlife habitats and species within London.</p>
<p>Southwark Common Outcomes Framework (2016)</p>	<p>This framework is to be used when drawing up outlines or specifications for contract procurement or bidding opportunities for grants. It has been produced following the launch of Southwark's Voluntary and Community Strategy Common Purpose Common Cause in 2016. To take forward the strategy's vision a cross sector group met to identify ways in which commissioning can be improved. One of the products of the group is this new framework which sets out the overall vision for what commissioning will set out to achieve. This has close links to other strategic plans.</p>

Appendix 3

Tree planting and site selection

New and replacement tree planting is essential to ensure the sustainable long-term management of Southwark's urban forest and the continued benefits that trees provide such as urban cooling and the filtration of particulate pollutants and reductions in surface water run off.

The aspiration over the next ten years is to increase canopy cover across Southwark, specifically targeting wards that have less than 20% canopy cover that are identified in table 1, roadside locations with high concentrations of NO₂ as identified in the London atmospheric emissions Inventory air quality focus areas map shown in figure 1 and combat urban warming and the urban heat island effect by planting in targeted areas that are identified as having high average midnight air temperature's indicated by the darker colours in Figure 2.

Ward	Tree Canopy cover % in Southwark
Borough & Bankside	6.65
St. George's	6.65
Old Kent Road	8.63
Camberwell Green	9.16
Peckham	9.74
London Bridge & West Bermondsey	10.21
Rye Lane	10.36
North Bermondsey	10.39
Dulwich Hill	11.97
Goose Green	11.97
Surrey Docks	14.42
Newington	14.48
St. Giles	14.5
South Bermondsey	15.09
North Walworth	15.14
Faraday	15.69
Chaucer	16.66
Champion Hill	19.39

Table 1 –Target wards with less than 20% canopy cover (GLA 2016).

Location

Any new planting should be appropriately sited taking into account any onsite constraints such as the presence of above and below ground services ,street furniture and footpath widths , whilst considering the future growth of rates of the species to be planted.

Southwark Council will not usually undertake planting where the final footway width will be less than 1.2 metres following planting.

Tree Species

The tree species chosen is likely to be largely influenced by the constraints identified onsite, however where appropriate preference should be given to the planting of large canopied species and trees that are considered to be resilient to climate change.

Tree species should also be tolerant of abiotic damage and environmental conditions of the intended site.

Any new planting should aim to increase the genetic diversity of species within Southwark and avoid planting greater than 20% of any one genera.

Ecosystem services and disservices

Trees that have the potential to grow 15 or more metres provide the greatest benefits to the urban environment as the ability to intercept rainwater, sequester carbon and contribute to urban cooling through evapotranspiration is greater in larger canopy trees.

Preference should be given to be planting species that are known to be efficient at filtering particulate pollutants such as PM10s and PM 2.5s.

Plants and trees produce biogenic volatile organic compounds, species such as Liquidambar and Salix that emit high levels of BVOCs should not be planted in closed canopy formations by busy roads to ensure that air circulation is maintained and emission's are not pushed down to street level.

The siting of species that bear fruit such as Malus and Prunus should carefully considered avoiding fruit shedding in areas that are considered in appropriate such as those with high foot traffic.

References

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[online]

Available at :

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Appendix 4

Managing trees and subsidence

Subsidence occurs on clay soils, which naturally shrink or swell with changes in soil moisture. The water demand from trees and other vegetation growing on clay soils can affect the shrink/swell effect and, where close to buildings, a tree's effect on clay shrinkage can cause damage. Many properties in the south of the borough are built on sub soils with a high proportion of London clay.

Insurance Claim Mitigation

Southwark's Insurance Section supported by the Tree Section currently manages all claims relating to the Council's trees. Where a tree is implicated as having caused subsidence or damage to a property, the onus is on the claimant to provide evidence that the tree is the cause.

To manage risk and reduce liability, the maintenance regime for insurance-related pruning involves individual large trees and whole streets being pruned more frequently. Southwark Council is a signatory of the London Tree Officers Association's Joint Mitigation Protocol and the Risk Limitation Strategy, and has therefore undertaking the following actions:

- Instigate a regime of cyclical pruning of Council tree stock in areas predisposed to building movement where this is appropriate
- Provide dedicated resources for dealing with subsidence-generated claims directed at Council owned trees
- Instigate a regime of selective removal and replacement of street tree stock in areas
 - predisposed to building movement where this is appropriate
 - Challenge unwarranted claims based on poorly investigated or inaccurate evidence

Guidance for residents

If you believe your property is subject to subsidence damage you must contact your own insurance company who will investigate and if appropriate provide technical evidence of building damage and causality in support of any potential claim.

All of the above information is usually in a report provided by a Chartered Surveyor, who is employed on behalf of the freeholder's buildings insurance company.

Please note that Southwark Council cannot pay for any excess to be paid on an insurance subsidence policy.

If tree roots are proven to be a cause of damage, we will take action to abate further nuisance; in the meantime, we may look to take pre-emptive action, such as remedial pruning. However, each case is unique and needs to be evaluated on a case by case basis.

Tree pruning works in Southwark are prioritised and determined by the Council's tree officers.

Insurance Claim Procedure

The process for dealing with insurance claims is as follows:

- The claimant's insurers must contact the Council to report the claim and to check the tree concerned is owned by the Council.
- The claimant/property owner or their building insurers must provide the Council with the following:
 - A structural engineers report with a formal description of the damage
 - A site investigation report
 - A soils report
 - Positive tree and root identification, i.e. tree species, location, and nearness of roots to property
 - Level monitoring data to indicate evidence of the cyclical movement relating to the seasonal growth of vegetation
 - A drainage report
- The Council carries out its own assessment, including tree inspection. It produces a report for its Insurance Section detailing information held on a database including works previously carried out on the tree
- The Tree Section and Insurance Section collate the evidence provided to assess whether the tree roots are the primary cause of damage. If tree roots are proven to be a cause of damage, the Council will compensate the claimant and take action to abate further nuisance

Such insurance claims are dealt with on a case-by-case basis. A tree will not necessarily be felled as a result of a claim but will usually be included in the Council's 2 yearly maintenance cycle. This normally involves repeated crown reduction, which can reduce a tree's demand for water. This may in turn reduce the clay soil shrinkage and prevent further structural damage to the property. Where the decision is taken to fell a tree, the Council assesses whether it is appropriate to plant a replacement tree.

By maintaining detailed records of all Council-owned trees implicated in insurance claims, the Tree Section, in liaison with the Insurance Section, monitors where claims occur, and the maturity and species of trees involved. This enables them to develop a proactive approach to managing tree risks. It may be cost-effective to carry out pre-emptive crown reduction in high subsidence risk areas. The use of root barriers or similar tree growth restriction methods for newly planted trees should be considered in such high-risk areas.

Appendix 5

Biosecurity in Southwark

What is Biosecurity?

Biosecurity can be defined as measures or precautions designed to prevent the spread or introduction of unwanted pests and diseases.

Why is Biosecurity important?

Through human activities such as the global movement and trade in plant materials current and emerging pests and diseases are now seen as one of the biggest threats to the longevity and sustainability of the United Kingdoms treescape and Southwark's urban forest.

The introduction of pests and diseases into the country through the importation of plants and trees or via wood packaging materials has the potential to not only be damaging environmentally through the degradation of habitats and the loss of ecosystem services that trees provide but can also have an economic impact increasing budget pressures with high costs associated with the control and eradication of pest species.

What can we do?

Biosecurity measures are not required to be onerous or over complicated and generally just follow examples of Horticultural and Arboricultural best practice.

Southwark Councils Parks section will seek to follow the following biosecurity measures in the course of its operations.

- * Prevent the spread and transmission of pests and diseases by regularly disinfecting and cleaning tools following pruning works.
- * Regularly monitor newly planted trees in the first three years following planting to ensure that latent pathogens such as *Xylella fastidiosa multiplex* are not present.
- * Increase the species and genetic diversity of the boroughs tree stock and avoid planting monocultures, whilst ensuring that any new planting is suitable for current climatic conditions and as far as reasonably practical plant tree species that are resilient to climate change.
- * Southwark Councils Parks section will only plant tree stock and plant material that has met with the requirements of the European Unions and United Kingdoms plant passport systems and where possible source UK grown tree stock or tree stock and plant material that has been the subject of a quarantine period.
- * Comply with the requirements of statutory plant health notices.
- * Report any concerning tree pest or pathogens via tree alert.



Southwark Council Tree Risk Management Strategy 2019

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1 Executive summary

- 1.1 As a Local Authority the London Borough of Southwark has a duty to ensure public safety whilst maintaining an environmentally diverse and valuable landscape. Residents and visitors to the borough have a reasonable expectation that they can enjoy the benefits of the environment assured that associated risks presented by trees are managed to acceptable and balanced levels. In this context the regulator, the Health and Safety Executive, recognises that there is a balance to be struck between the risks and benefits of trees: “public safety aspects can be addressed as part of the approach to managing tree health and tree owners should be encouraged to consider public safety as part of their overall approach to tree management.”¹
- 1.2 Whilst it is very rare to be injured or killed by a falling tree (the most recent statistics approximate the risk as 6 deaths per annum, or 1 in 10 million risk of death associated with tree failures in or adjacent to areas of high public usage, a further 55 people may be seriously harmed in any given year²) a formal plan articulating the policy decision, the method by which it was arrived at and the endorsement from stakeholders can be a vital asset if an incident were to occur. The purpose of this is proportional management of tree related risk with the associated requirements of providing audit trails, presentation of evidence, and a process for review.
- 1.3 The Tree Risk Management Strategy (TRMS) identifies key management issues and sets out a system in mitigation which is intended to manage risk at a level as low as reasonably practicable whilst retaining the benefits of Southwark’s valuable and diverse tree stock. Initially the document sets out the purpose of the Strategy, its context within Southwark’s policy framework and the legal background within which it has been developed. There is no single statute or source of guidance which focuses singularly on tree risk management, therefore this is explored fully in order to inform why the document and the tree risk management system described therein are necessary. Southwark’s corporate responsibilities are also set out at this stage in order to clearly define the hierarchy of support required to ensure the success of the Strategy.
- 1.4 Modern tree risk management systems are based on the concept of target zoning whereby areas are categorised according to the degree of public usage where trees are located. The HSE recommends that at least two zones should be used to include trees, and this approach has been adopted in Southwark’s TRMS: zone 1 is categorised as where there is frequent public access to trees to include highway, school, parks and trees located on housing estates. Default inspection frequencies are set out with mechanisms to increase frequency according to the risk that individual trees may present. Zone 2 includes trees that are subject to less frequent public access e.g. trees in woodlands, cemeteries, allotment gardens etc. The approach here is to map sites zonally in to target areas according to their differing site usage; therefore ensuring risk is managed proportionally on these often larger sites. Many sites mapped in this way will therefore include trees which are inspected on a regular basis and many which are not

¹ HSE, SIM 01/2007/05, *Management of the risk from falling trees 2005*
www.hse.gov.uk/foi/internalops/sectors/ag_food/1_07_05.pdf

² The National Tree Safety Group have identified that the overall estimated risk of death per year from falling or fallen trees and branches in the UK is about 1 in 10 million with an additional 55 serious injuries

inspected at all e.g. trees in woodlands away from roads and public footpaths. The ability to change zonal categorisation and the inspection frequency of individual trees not only allows officers to manage trees according to their physiological condition and size, but also consider any change of circumstances in land use; in recent years Southwark has hosted an increasing number of events in its parks and green spaces, therefore prescribing a simple procedure for events planners ensures that any enhanced risk associated with the gathering of large numbers of people is taken in to account and managed proportionately.

- 1.5 Within the system there are several types of inspection which are used according to the scope of the survey. For example, a proactive routine condition survey undertaken within zone 1 will require a different approach and resource allocation from a post storm survey where large numbers of trees are inspected quickly to assess associated damage. Different types of inspection require service by staff with appropriate levels of skill and experience. With this in mind a competency framework will be in operation to ensure key personnel are effectively trained and continued professional development is undertaken.
- 1.6 Further to the main body of the system sections for programmes, reporting and communications highlight the necessity for post survey organisational structure and maintaining the feedback mechanisms necessary to improve processes, whilst procedures for managing severe weather and dangerous trees are briefly set out and then explored in further detail in separate appendices. Climate change and pests and diseases are also given consideration in the context of future tree risk management.
- 1.7 This Strategy is intended as a document describing the concepts, challenges and expectations surrounding tree risk and how Southwark intends to manage those challenges and expectations. It is also intended as working document for all those operating within the system, whether directly as a specialist officer or engaging with the tree risk management system as a stakeholder. The implementation of the system will ensure that Southwark manages tree risk proportionately across the borough keeping its residents, employees and visitors as safe as is reasonably practicable whilst maintaining a healthy, sustainable and diverse tree stock for all to enjoy. The success of the Strategy is however contingent upon the continued service and vigilance of key officers ensuring that regular review and improvements are undertaken in order to measure its performance.
- 1.8 The TRMS forms a key element of the Southwark Tree Management Policy document which sets out a comprehensive position on how trees are valued, maintained and considered in existing and future landscapes within the borough.

2 Purpose of the Strategy

- 2.1 The London Borough of Southwark manages approximately 80,000 trees; 16,000 in streets, 44,000 park trees, 17,000 in housing estates, 3,000 located in school grounds and 54 hectares of woodland, including 64 local Sites of Importance for Nature Conservation. It is therefore important that the Tree Risk Management Strategy reflects the management of risk in such a diverse tree stock set across a wide range of land usages.
- 2.2 The Tree Risk Management Strategy makes clear all legal responsibilities, assesses how Southwark operates to mitigate the risk from trees, and sets out detailed associated procedures and methodologies. The Strategy will deliver a system to ensure expenditure of time and available budget proportionate to manage the risk.
- 2.3 All inspected trees will be set an inspection frequency according to risk in order to inform further surveys and remedial works programmes.
- 2.4 In order to deliver the Strategy Southwark will prioritise tree work so as to deal effectively in the first instance with areas of highest volume of vehicular and pedestrian traffic, and public usage e.g. roads, schools, parks, footpaths, play areas, etc.
- 2.5 The Strategy will develop and utilise the skills of non-arboricultural site managers e.g. Parks Managers, Housing Officers, and School Site Managers within the tree risk management system ensuring commensurate levels of training is undertaken and/or qualification are achieved where appropriate and new best industry practise guidelines are adhered to.
- 2.6 The success of the Strategy will be measured using Key Performance Indicators (Section 19) and reviewed periodically.

3 Policy context

- 3.1 The Tree Risk Management Strategy is intended to link in to the following wider London Borough of Southwark Health and Safety/Risk management strategies and policies:

Health and Safety Policy:

<http://thesource.southwark.gov.uk/assets/files/9491/E-L-Health-and-Safety-Policy-Dec-18-DC.pdf>

Health and Safety reference manual:

<http://thesource.southwark.gov.uk/assets/legacy/getasset?id=fAA4ADIAMQA2AHwAfABUAHIAdQBIAHwAfAAwAHwA0>

Risk Management Strategy:

<http://thesource.southwark.gov.uk/tools-and-resources/risk-and-insurance/corporate-risk-management2/our-risk-management-strategy/>

4 Legal background

- 4.1 A local government organization has a large range of statute law and civil case precedent on which to draw guidance for the formulation of a Tree Risk Management Strategy. The local authority has responsibilities to dispense a 'duty of care' to residents, people visiting land in its ownership, its employees and to those using highways within its control. These responsibilities are set out in the Health and Safety at Work Act³ and the Occupiers Liability Acts of 1957 and 1984⁴. Further legal background is explored in Appendix 1 - **Tree risk and the law** for reference to relevant statute and case law.

5 National guidance

- 5.1 The following list of publications, whilst not intended to be exhaustive, represents some of the most helpful technical insight available to industry practitioners formulating tree risk management systems:
- 5.2 **National Tree Safety Group guidance 'Common Sense Risk Management of Trees', published December 2011⁵.**

The National Tree Safety Group (NTSG) 11 was convened in August 2007 to develop a nationally-recognised approach to tree safety management and to provide guidance that is proportionate to the actual risks associated with trees.

The NTSG released its guidance 'Common Sense Risk Management of Trees' in December 2011. This is the first national guidance on tree risk management available to tree owners, and followed extensive industry and government consultation.

The NTSG's overall approach is that the evaluation of what is reasonable should be based on a balance between benefits and risks from trees. This position is underpinned by a set of five key principles:

- Trees provide a wide variety of benefits to society
- Trees are living organisms that naturally lose branches or fall
- The overall risk to human safety is extremely low
- Tree owners have a legal duty of care
- Tree owners should take a balanced and proportionate approach to tree safety management.

The NTSG's guidance states that tree owners should take a balanced and proportionate approach to tree management that forms the basis of a tree safety strategy which covers three essential aspects:

- Zoning: appreciating tree stock in relation to people or property
- Tree inspection: assessing obvious tree defects
- Managing risk at an acceptable level: identifying, prioritising and undertaking safety work according to level of risk.

³ *Health and Safety at Work Act 1974, Section 3 (1)* <https://www.legislation.gov.uk/ukpga/1974/37/section/3>

⁴ *The Occupiers Liability Acts 1957 & 1984* <https://www.legislation.gov.uk/ukpga/1984/3/contents>

⁵ *National Tree Safety Group (2011) Common Sense Risk Management of Trees. Forestry Commission, Edinburgh.* [https://www.forestry.gov.uk/pdf/FCMS024.pdf/\\$FILE/FCMS024.pdf](https://www.forestry.gov.uk/pdf/FCMS024.pdf/$FILE/FCMS024.pdf)

The NTSG's guidance requires that areas of land are defined according to levels of use, prioritising the most used areas. High use zones are areas used by many people every day, such as busy roads, other well-used routes, car parks and children's playgrounds, or where property may be affected. Trees in areas of high public use require an inspection regime. Trees in areas with low public use require less frequent inspection.

5.3 Well-Managed Highway Infrastructure: A Code of Practice; Department for Transport (2016)⁶

This National Code sets out government guidance on best practice for highway maintenance, with section B.4.10. (P87) *Condition of Landscaped Areas and Trees* dealing specifically with the maintenance of highway trees. Section B.5.4 concentrates on the inspection of trees within and outside the highway boundary.

5.4 HSE Sector Information Minute ("SIM") Management of the risk from falling trees or branches (2013)⁷

This document sets out the Regulator's expectations of corporate duty holders for the management of trees in a health and safety at work context. Although not intended as a guide to duty holders, it does set out a broad framework for decision-making that is relevant to all involved in managing trees. Indeed, it is regularly referenced in civil proceedings and is of direct relevance to corporate duty holders.

5.5 Forestry Commission Practise Guide 'Hazards from Trees' A General Guide (2000)⁸

This guide focuses on trees in a rural woodland setting, but its principles can often be reasonably applied to trees in the urban environment. It is also referenced in civil proceedings and as a source of further information in the HSE SIM.

5.6 Arboricultural Association Guidance Note 7 – Tree Surveys: A Guide to Good Practice⁹(2016)

Whilst this Guide does not provide detailed procedures for tree inspection, or replace the range of existing guidance on tree health and condition, it seeks to assist the tree surveyor to clarify survey objectives, know where to find appropriate information, ensure that they meet their duty of care and identify opportunities for the use of technology to assist with collection, storage, and presentation of data.

5.7 Southwark will continue to consider future guidance as it becomes available (as Set out in KPI 3).

⁶ *Well-Managed Highway Infrastructure: A Code Of Practice; Department for Transport (2016)*
<http://www.ukroadsliaisongroup.org/en/utilities/document-summary.cfm?docid=4F93BA10-D3B0-4222-827A8C48401B26AC>

⁷ HSE, *SIM 01/2007/05, Management of the risk from falling trees 2005*
www.hse.gov.uk/foi/internalops/sectors/ag_food/1_07_05.pdf

⁸ *Forestry Commission Practise Guide 'Hazards from Trees' A General Guide (2000)*
www.forestry.gov.uk/website/publications.nsf/WebPubsByISBN/FE0F15B6DCFF1B7680256F9E00597C21.

⁹ *Arboricultural Association Guidance Note 7 – Tree Surveys: A Guide to Good Practice (2016)*
<https://www.trees.org.uk/Book-Shop/Products/Guidance-Note-7-Tree-Surveys---A-Guide-to-Good-Pr>

6 Corporate Governance

- 6.1 LB Southwark must take all reasonably practicable precautions to ensure that all its trees are in a safe condition as far as is reasonably practicable.
- 6.2 LB Southwark is expected in law, as set out in Section 4, to ensure that it takes steps towards the good management of trees within its responsibility to ensure that it meets its duty of care to the public, contractors and staff.
- 6.3 The following chart and table illustrate the hierarchy of corporate governance and health and safety structure currently in operation in the organisation supporting the tree service.

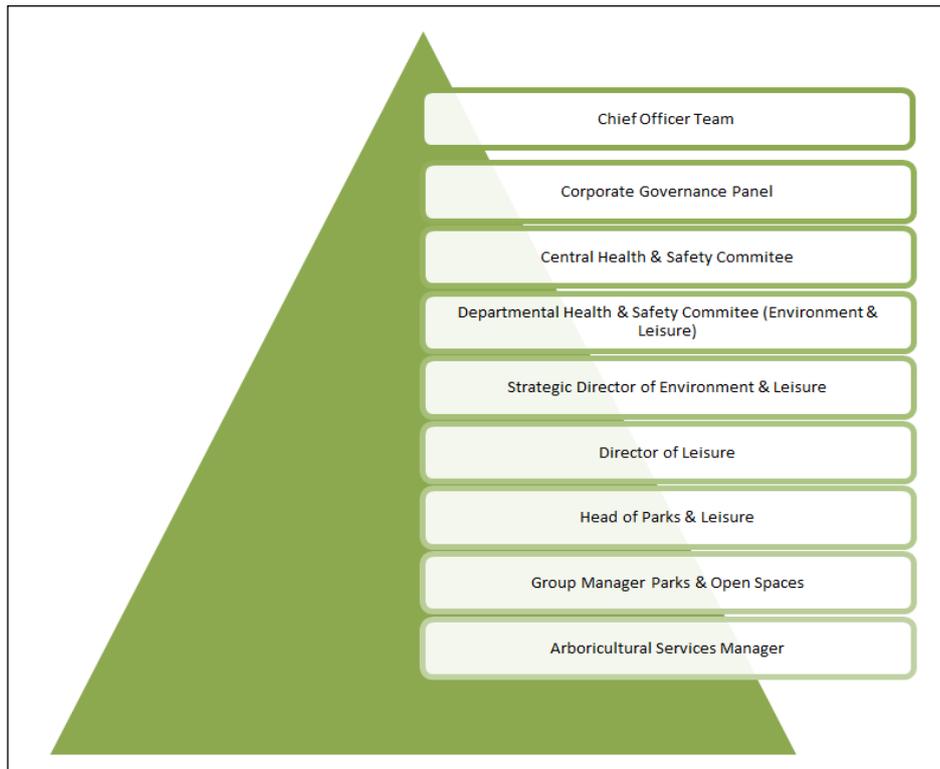


Figure1 - LBS Corporate Governance and Health & Safety reporting structure

Responsibility	Area of Work
Chief Officer Team	Overall responsibility for Health & Safety
Corporate Governance Panel	Strategic governance
Central Health & Safety Committee	Health & Safety governance
Departmental Health & Safety Committee (Environment & Leisure)	Health & Safety performance
Strategic Director of environment & Leisure	Policy, Strategic Direction & Corporate Decision Making. Health & Safety
Director of Leisure	Policy, Strategic Direction & Corporate Decision Making

Head of Parks & Leisure	Overall Departmental responsibility & financial allocations
Group Manager Parks & Open Spaces	Performance of Service in accordance with corporate governance
Tree Services Manager	Day to day management of the service

Table 1 – corporate governance, H&S hierarchy and areas of work

- 6.4 The EL (Environment & Leisure) departmental management team is committed to pursuing progressive improvements in health and safety performance. Managers are responsible for ensuring risk assessments, annual audits and action plans are fully implemented. The department plans to continue the management led health and safety culture and therefore the Head of Sustainability and Business Development has been nominated as the management appointee with special responsibility for coordinating health, wellbeing and safety. Each division with the EL department has appointed a manager with defined health and safety responsibilities.
- 6.5 The EL departmental management team is responsible for managing health and safety within their areas of responsibility, ensuring adequate resources are available.

7 Tree Risk Management System

- 7.1 An approach to risk assessment that seeks absolute safety or the removal of all hazards or eradication of all risk will result in the loss of the benefits associated with trees. However, by assessing and controlling risks from tree hazards, Southwark will fulfil its responsibility for the safety of people and meet its requirements under the law.

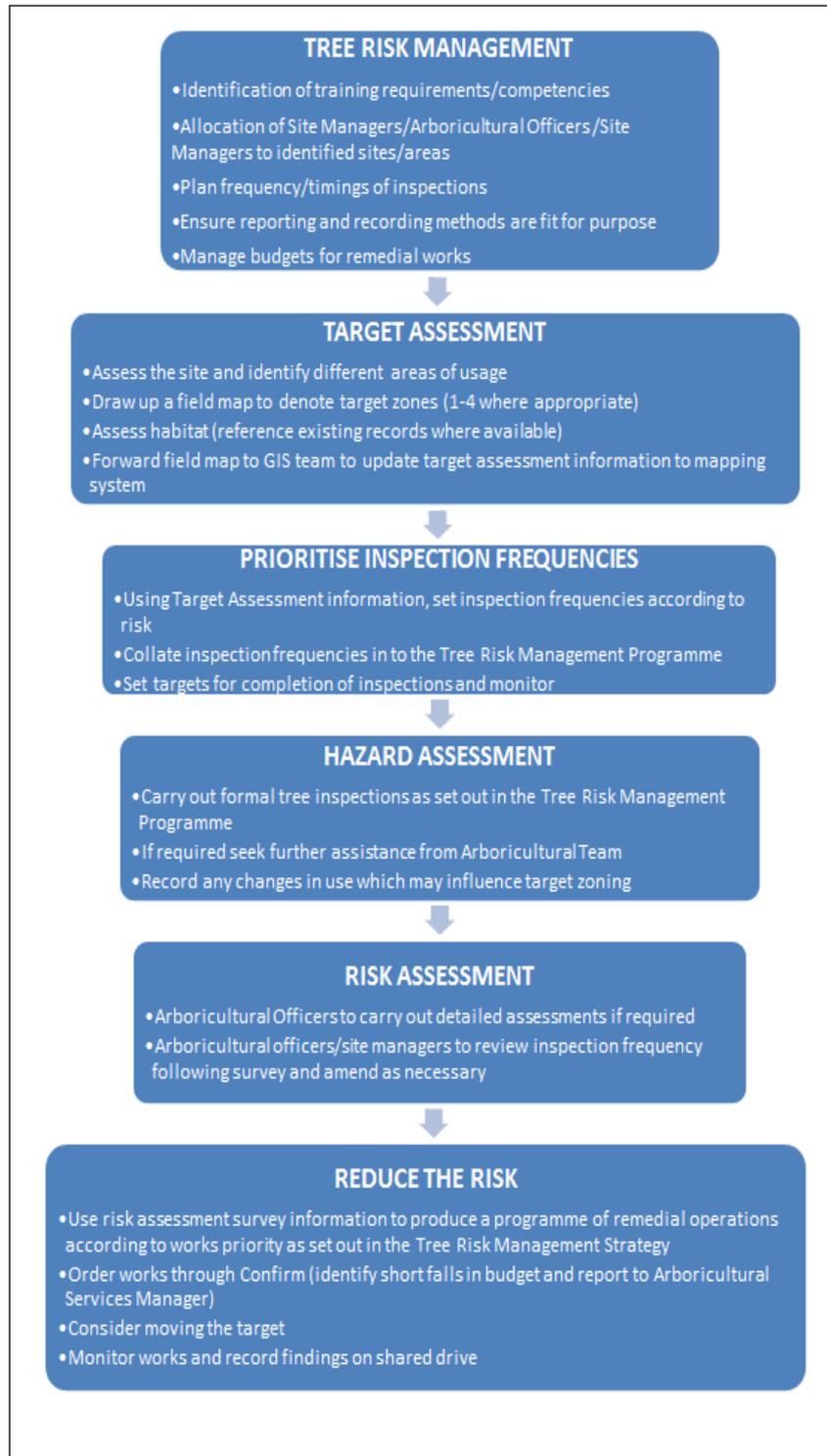


Figure 2 - Tree Risk Management Process

Definitions of hazard, risk and target

Hazards

- 7.2 Like all living organisms, trees are subject to physiological and/or structural decline whether by natural aging (senescence), and/or through infection by decay causing pathogenic organisms or pests. As a tree deteriorates or becomes diseased it is increasingly likely to shed limbs or fall in strong winds and therefore constitute a hazard with potential to cause harm to people and property. Trees are also sometimes subject to abiotic damage caused by vandalism, road traffic accidents and authorised or unauthorised development works which can directly cause or accelerate deterioration resulting in hazards forming.

Risk

- 7.3 Tree Risk is related to the location of the tree and reflects the intensity of use by people of the immediate surroundings and the proximity to property. Although a tree may constitute a hazard it will only become a significant risk if a person, or property (the target) is within falling distance of the tree (target area). The levels of risk therefore vary on a site which can be reflected by mapping target zones.

Assessing the Target

- 7.4 Using a target-led approach for assessing and reducing risk will meet Southwark's duty of care with regard to safety while ensuring any loss of amenity value only occurs when essential to managing risk. In evaluating whether such risks are significant, hazards need to be identified and the targets assessed before considering the future viability of individual trees.
- 7.5 A target assessment classifies the level and type of use of a site as well as identifying possible targets and assessing the benefits the tree may provide. It evaluates the nature of the targets in order to predict their frequency of presence within the target area and the extent of potential harm. For example particular care is taken where a tree is close to the highway, residential properties, and public utilities. Vulnerability to impact is also a factor where moving vehicles require special consideration, because in addition to being hit by falling trees and limbs, they may hit fallen parts or other vehicles in taking avoiding action.

Structure of the System

- 7.6 Using a target-led approach the tree risk management system is pro-active, rather than reactive, with problems identified as part of a routine assessment rather than reacting to reports regarding specific trees as they arise. The risk management process identifies the risks with the greatest degree of harm and the greatest probability of occurring, ensuring that they are managed in a hierarchy of descending priority.
- 7.7 The tree risk management system will operate on a zoning basis in two distinct tiers according to land usage categorisation with prescribed baseline inspection frequencies:

Zone 1

- 7.8 Trees allocated to Zone 1 status include all trees situated on the Highway, In Parks, Housing Estates and Schools in Local Authority control. The default inspection frequency for trees in Zone 1 is 3 yearly (Schools – 2 yearly) based on general target assessment information. In order to safely manage trees

which are identified as requiring an increased inspection frequency within the zone e.g. large trees adjacent to principal roads and/or trees infected by pathogens, it is possible to increase the frequency up to 6 months. In this way the default frequency sets a general requirement for the given classification type and targets enhanced cyclical assessment for individual trees as appropriate. Trees which are assigned a frequency greater than 3 yearly will be identified through a 6 monthly reporting mechanism to ensure all cycles are reviewed and maintained as necessary.

Zone 1		
Classification	Criteria	Inspection frequency
Highway trees	Trees adjacent to roads or footpaths over which the public has the right of access to include streets and lanes as well as main roads and trunk roads	3 years default - 6 months increased frequency
Park trees	Trees located on parks and open spaces with public access	3 years default - 6 months increased frequency
Housing trees	Trees located on housing estate land	3 years default - 6 months increased frequency
School trees	Trees located in the grounds of schools or school playing fields, including 'Forest School' sites	2 years default - 6 months increased frequency

Table 2 – Zone 1 classification, criteria and inspection frequency

Zone 2 - Target zoning

- 7.9 Trees allocated to Zone 2 status include trees situated within woodlands, other Sites of Importance to Nature, Cemeteries and Allotment sites. The default inspection frequency for trees in Zone 2 is 5 yearly based on general target assessment information.

Zone 2		
Classification	Criteria	Inspection frequency
Woodland trees	Trees located in woodland sites	0-5 years >6 months increased frequency
Other sites of Importance to Nature	Trees located within all other non-woodland sites of Importance to Nature	0-5 years >6 months increased frequency
Cemeteries	Trees located within cemetery sites	0-5 years >6 months increased frequency
Allotment sites	Trees located within allotment sites	0-5 years >6 months increased frequency

Table 3 – Zone 2 classification, criteria and inspection frequency

- 7.91 Within Zone 2 sites there is additional scope to create multiple target zones proportionate to differing site usage; therefore ensuring risk is managed proportionally on these often larger sites (it should be noted that some areas of sites within Zone 2 will experience as much public usage as some parks whereas others will be densely populated with trees and rarely visited). The target zones generated will reflect normal site usage, but will be kept under review as circumstances may change. An event involving large groups of people may change the status for the duration of the event (see section 11); new paths or re-routed paths and roads will also change the patterns of use and may change the target zone. Equally, management regimes e.g. woodland management practises may influence zonal allocation. All staff should be mindful to such changing circumstances and if necessary should discuss the review of a particular zone with the Arboricultural Services Manager/Arboricultural Officers.
- 7.92 The aim of the target assessment process is to provide accurate information which informs the generation of a layer on the Council's GIS geo-mapping system for each Zone 2 site of importance to nature by considering the following factors:
- the age, species and condition of the trees,
 - the number and frequency of people and vehicles within falling distance,
 - whether there are children likely to be put at risk,
 - the use of property nearby,
 - any significant likelihood and severity of risk of harm being caused.

Target Zone	Criteria	Inspection Frequency
1 - High	Trees located within falling distance of highways or property	3 years – Full Asset inspections (up to 6 months increased frequency for individual trees)
2 - Medium	where large numbers of individuals are likely to congregate e.g. for events	4 years – Full Asset inspections (up to 6 months increased frequency for individual trees)
3 - Low	Cycle paths, formal foot paths, public rights of way, bridleways, etc.	5 years – VTA ¹⁰ Basic Inspection (full asset survey to risk trees where required/up to 6 months increased frequency)
4 - Very Low	Woodland areas away from roads, public rights of way, footpaths. Sites of very low usage.	No inspections required

Table 4 Target Zoning, Criteria and Inspection Frequency

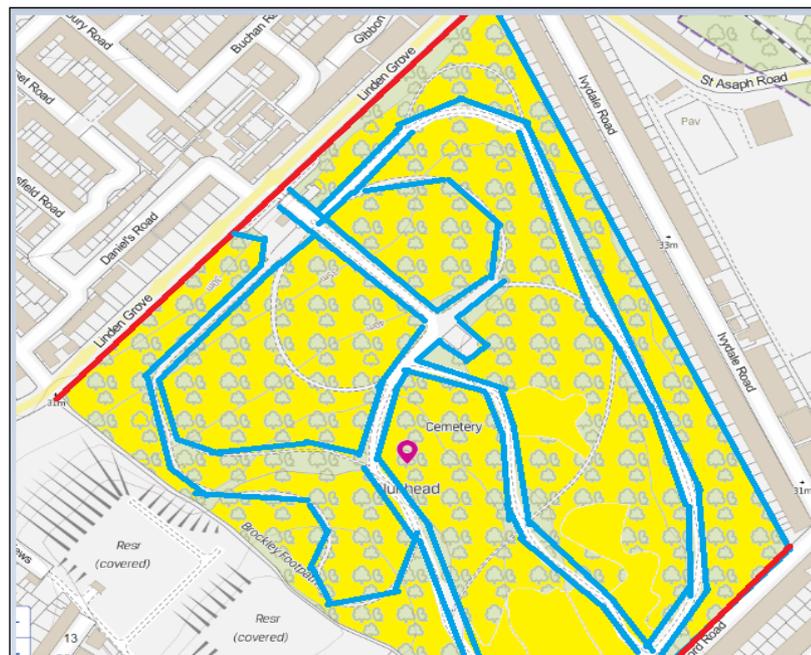


Figure 3 - Target Zoning Mapping example (Nunhead Cemetery)

	A High Risk
	B Medium Risk
	C Low risk
	D Very low risk

7.93 Individual trees may be given a higher or lower inspection priority than the risk zone in which they are sited (see paragraph 7.8). For instance, an exception may be given to trees that are found to have a higher hazard potential than their risk zone suggests, such as veteran trees in relatively low usage

¹⁰ Visual Tree Assessment (VTA) process - Mattheck, C. and Breloer, H. (1994) *The Body Language of Trees: A handbook for failure analysis*. The Stationery Office, London.

conservation sites, or very large single specimen trees sited in open areas which attract people from surrounding areas. Also, species known to have a higher incidence of failure as they are associated with specific pest and disease problems e.g. Horse Chestnuts and Ash trees should be considered as exceptions within risk zones. Similarly a tree may be prescribed a reduced cycle of inspection following a Visual Tree Assessment (VTA).

- 7.94 Only trees greater than 150mm in diameter (measured at 1.5 meters above ground level) are included in the risk assessments. This is based on research of documented tree failures that found that most failures occur in trees greater than 150mm in diameter (DBH). Where trees are in woodlands or groups, only trees along the edges of woodlands or adjacent to recognised pathway systems within wooded areas and groups are surveyed, unless they are identified with a priority zone as above.

Third parties managing sites

- 7.95 Several woodland and other sites of importance to nature are managed by third sector organisations. The terms of lease agreements set out the following expectations:

- A ground level visual tree inspection will be carried out by the site manager annually. It is desirable for site managers to hold LANTRA¹¹ basic tree inspection qualification.
- A Southwark Council Tree Officer will provide a programmed tree survey on a 5 year schedule¹². Tree works (excepting emergencies), will be carried out in compliance with the Wildlife and Countryside Act 1981, (As Amended).
- Inspection of trees and infrastructure will be undertaken after adverse weather. Any issues will be reported to Southwark Council immediately.

¹¹ LANTRA. *National Training Organization for the Land Based Industries.*

¹² Woodlands to be subject to Zone 2 target zoning, therefore multiple inspection frequencies within a single site with a 5 yearly default as a minimum.

8 Surveying, inspection and remedial works

- 8.1 Southwark employs a series of different inspection types as appropriate to risk and conditions:
- Full Asset Inspection (Proactive survey)
 - Basic Visual Tree Assessment (VTA) Inspection (Negative survey)
 - Post Storm Event Inspections (Negative survey)
- 8.2 The standard inspection type is a **Full Asset Inspection** undertaken as part of a condition survey. This is proactively programmed with a set baseline frequency (usually 3 yearly) which ensures that every individual tree is inspected at regular intervals where its condition, measurements and recommendations for remedial works are updated. The remedial works recommended inform the formulation of works programmes on a monthly basis to ensure identified risk is managed appropriately.
- 8.3 **Basic Visual Tree Assessment (VTA)** Inspections are carried out within a negative survey of a large group of trees e.g. a woodland where individual tree inspection would prove impracticable. A negative survey identifies only individual trees where significant defects are present, the inspector recording these as they would with a Full Asset Inspection.
- 8.4 Recognising that there may be a heightened risk from trees during and following extreme weather events it is important that all publically accessible sites within the authorities control are subject to additional inspections within the shortest timeframe reasonably practicable. **Post Storm Event Inspections** are also undertaken as part of a negative survey to reflect the large number of trees requiring inspection. There are two types of post storm inspection which together ensure the trees subject are subject to a quick visual check once a storm has subsided:
- Post storm event inspection – highways drive-by inspection
 - Post storm event inspections – parks, housing, schools and other sites
- 8.5 Further detailed information pertaining to inspection and survey types can be accessed in Appendix 2 - Inspections, remedial works and monitoring.

9 Detailed Investigation

- 9.1 A specialist examination of trees may be required where trees cannot be fully assessed by visual inspection methods alone. This type of inspection would normally be specified or requested to evaluate extent and type of decay present in the trunk, major branches or roots. In some cases this may require the use of specialised devices, but the equipment alone cannot be relied upon to make the evaluation. The presence of other factors such as wind loading, which are affected by the height and sail area of the crown, and exposure must also be assessed in relation to the results.

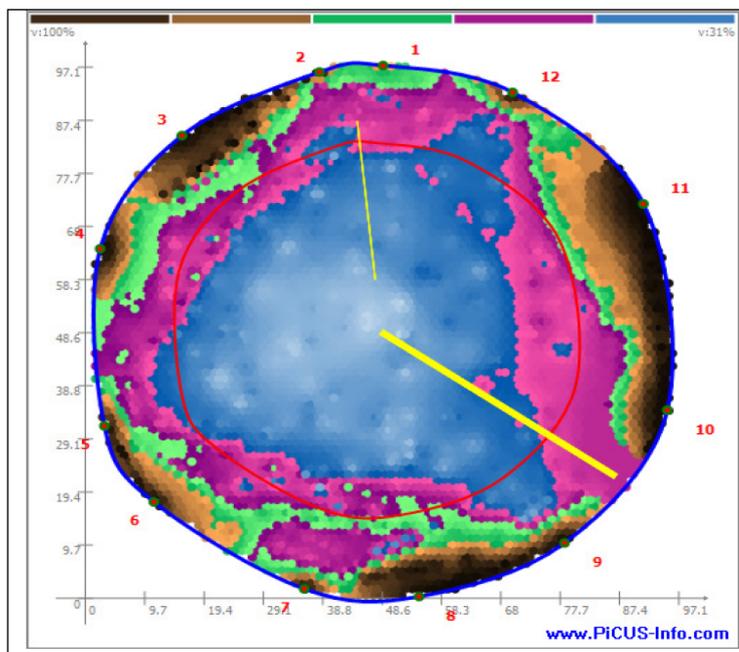


Figure 4 – Tomographic image representing structural integrity of a cross section stem.

- 9.2 In many cases it is not appropriate to carry out a detailed investigation. For instance, a woodland tree within a low risk zone would warrant less commitment in terms of the level of inspection than a large tree in next to the highway. It must also be borne out that some methods of evaluation are invasive, and cause damage to the tree. Typically, this type of damage is caused by holes being bored into existing decay columns which subsequently break down barriers created by the tree and allow the pathogen to move into previously sound wood. Therefore, the inspector must make a judgement whether the inspection warrants an invasive type of evaluation technique, and where possible, define the method of evaluation when specifying the additional inspection.
- 9.3 Generally the criteria for instigating further investigations are as follows:
- The tree(s) has been formally inspected as part of a condition survey or ad hoc inspection
 - The inspector has been unable to qualify the significance of the defect or extent of decay
 - The results of further investigations are required to inform, along with other factors as described above, future management recommendations
 - An audit trail of decision making including technical evidence is necessary in order to justify potentially contentious management recommendations.

10 Competencies/roles and responsibilities

- 10.1 Only staff qualified to Level 2 and above in Arboriculture or as approved by the Arboricultural Services Manager may carry out full asset formal cyclical inspections. Only staff qualified to level 3 or above may carry out further advanced inspections/surveys and will report the requirements for advanced inspections to the Arboricultural Services Manager.
- 10.2 Appropriate records of staff qualifications will be held on file e.g. LANTRA certification. The Arboricultural Services Manager will maintain a competency framework to inform the approval process and engage staff in annual in-house refresher courses.
- 10.3 Tree work contractors and contracted parks staff also have a duty to report any significant hazards that may be apparent during the course of their work, and in extreme cases may take appropriate action to address the hazard without further consultation.
- 10.4 All involved staff must ensure that the trees identified in the Inspection as having a high risk of injuring people are made safe as soon as is reasonably practicable – usually within a day. In any Target Zone, trees which show obvious signs of imminent collapse or other serious hazards should be dealt with immediately on Emergency Call Out. This may require the use of temporary fencing and signage to keep people and vehicles away from the area until such time as the works can be carried out.
- 10.5 All other control measures shall be undertaken as soon as is reasonably practicable, bearing in mind the level of risk. Officers **MUST** report to the Arboricultural Services Manager any delay beyond the timing recommended in the inspection recommendation.

11 Events planning

- 11.1 Southwark and its stakeholders host numerous events of various sizes annually within park sites. Events have the effect of bringing together potentially large groups of people in to concentrated areas where trees are often situated.
- 11.2 Although condition surveys are undertaken in parks every 3 years, it is possible that significant defects are able to develop between inspections. Therefore the officer responsible for planning the event should consider whether there are trees proximal to areas of proposed usage that may require an additional survey. If large trees are located within falling distances of routes or gathering points the Tree Services Manager should be contacted in order to arrange a negative survey.
- 11.3 Once the survey has been undertaken and any necessary remedial works have been undertaken, the Tree Services Manager will confirm that the event is safe to proceed with.

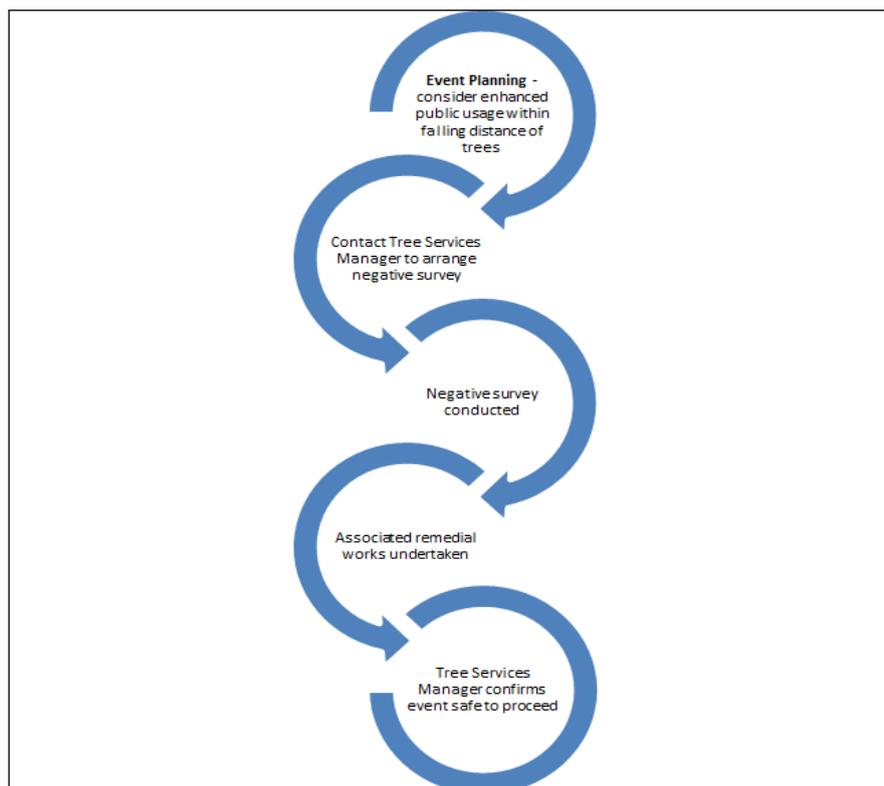


Figure 5 - Event planning – tree consideration process map

12 Programmes and reporting

Annual Felling Programme

- 12.1 An annual felling programme includes trees recommended for felling from condition surveys which do not require removal within short time frames on the grounds of public safety, or in association with insurance associated mitigation. The programme has been designed to take place during the September/October period in the interests of operational efficiency, planned communications with stakeholders, and to limit the time between tree removal and replacement prior to the planting season (November – March).

Failure Log

- 12.2 All incidences of tree failure, of public and privately owned trees, will be recorded and compiled in a failure log using records on Confirm Arboriculture and records from all emergency call outs. A monthly and annual report on the incidences of failure will be generated and stored on the Tree Section shared drive enabling the Arboricultural Services Manager to measure failure rates against Key Performance Indicators, and inform corporate health and safety reporting.

Accident/Incident Reporting

- 12.3 Site Managers must ensure that all accidents and near misses involving trees are reported to the Arboricultural Services Manager. It is important to record events such as a tree shedding a branch, whether or not it injured someone, so that LBS may demonstrate due diligence and assess if there are any risks of which they are not aware.

13 Communications

All programmed tree removals are subject to the following procedure with reference to communications with stakeholders:

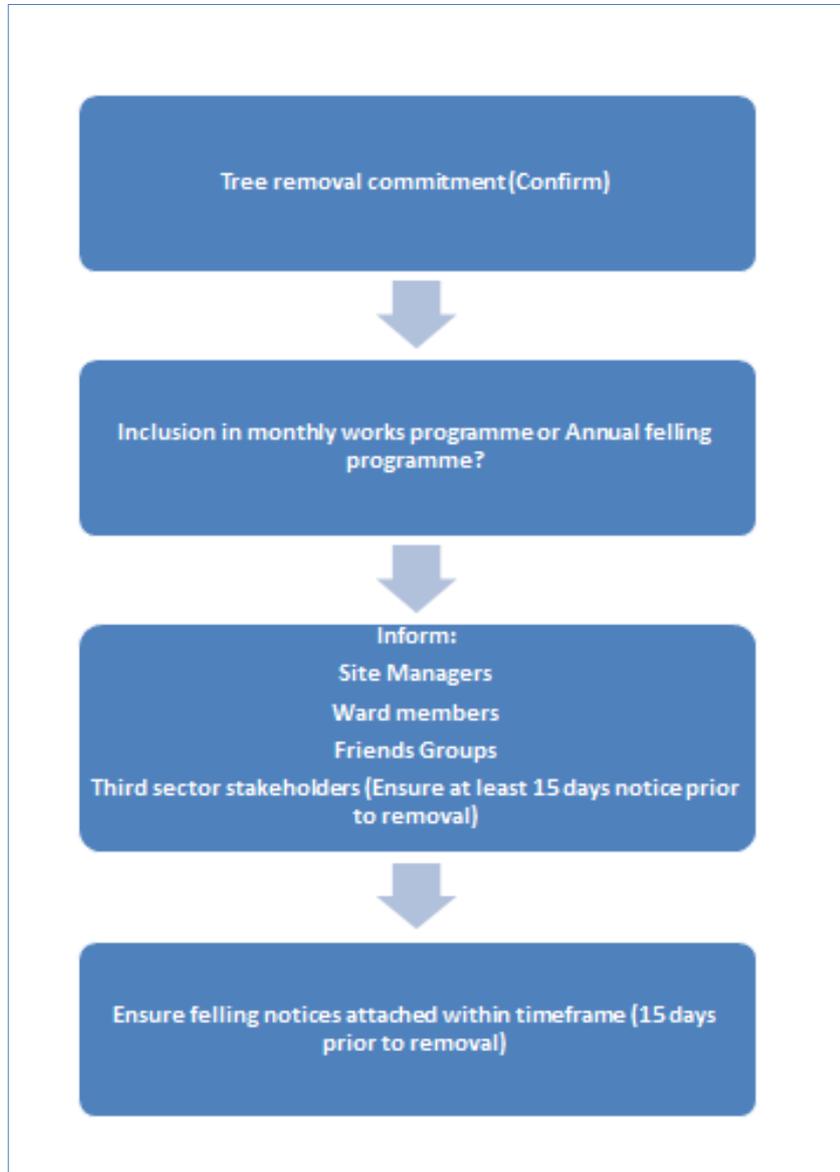


Figure 6 – Communications process map

- 13.1 It is important that the public, elected Members, stakeholders and colleagues sufficient notice of the intention to remove trees. Whether felling is to be undertaken as part of the annual felling programme or a monthly works programme, email notification must be sent at least 15 days in advance of the commencement of works. This will be followed up by the attachment of a Felling Notice to individual trees with a 15 day notice period.
- 13.2 Any objections or queries associated with the removal of trees should be answered prior to the commencement of the operation. However it should be understood that in some circumstances trees must be removed at short notice in accordance with their condition and associated public safety concerns. In

such cases retrospective communications will be sent to Ward Members and stakeholders.

14 Severe weather

- 14.1 During periods of extremely windy weather the risk from falling branches will be increased. At gale forces, the risk may be increased to heightened levels (see Appendix 5: LBS Storm Contingency Plan).
- 14.2 Following storms, records of quick visual checks must be completed and recorded on Tree Section shared drive with associated recommendations for remedial works undertaken within designated priority timescales.

15 Trees in private ownership

- 15.1 **Local Government (Miscellaneous Provisions) Act 1976.** Occasionally there may be reasons why owners do not make dangerous trees safe, e.g. owners may not be traceable, or refuse, or are unable to pay. As a last resort, the local authority has powers under the Local Government (Miscellaneous Provisions) Act 1976 section 23 & 24 Dangerous Trees¹³, to take the minimum action necessary to remove immediate danger on private land. However, these powers are discretionary; LBS will only exercise them if a tree in private ownership is likely to impact on the highway or council owned land or property (see appendix, pages LBS Procedure for tree risk mitigation on privately owned trees under the Local Government (Miscellaneous Provisions) Act 1976).
- 15.2 **Highways Act 1980 (section 154)¹⁴.**
If a privately owned tree is causing an obstruction or danger to a road or carriageway within a public highway, powers exist under Section 154 of the Highways Act 1980, to enforce the owner of the tree remove the obstruction/danger. Failure to do so will result in the council undertaking the works, recharging the owner.

16 Climate Change/Pests and Diseases

- 16.1 Over the last few decades the UK has experienced increasing threats to Arboricultural Biosecurity as increased global trade acts as a pathway for the arrival of new organisms, with impacts potentially exacerbated by climate change and EU enlargement (new pathways of introduction into the EU). This has been highlighted by the increasing number of disease and pathogen outbreaks, most notably in relation to trees. Such examples include: Ash Die-back (*Hymenoscyphus fraxineus*), Horse Chestnut Bleeding Canker (*Pseudomonas syringae* pv. *aesculi*), *Phytophthora ramorum* and *P. kernoviae* affecting large populations of trees, Oak Processionary Moth (*Thaumetopoea processionea*), with its associated threat to human health; and in the wider European arena, the introduction and spread of *Xylella*

¹³ Local Government (Miscellaneous Provisions) Act 1976 <https://www.legislation.gov.uk/ukpga/1976/57>

¹⁴ <https://www.legislation.gov.uk/ukpga/1980/66/section/154>

(*Xylella fastidiosa*) and Canker Stain of Plane (*Ceratocystis platani*) are examples of recent high profile biosecurity failures.

- 16.2 The cumulative impact of climate-induced stress and of any associated changes in the impact of pests on the trees is uncertain in the medium-long-term, but new pests, diseases and pathogens are appearing and the Tree Service maintains awareness of these and will update staff of any developments.
- 16.3 Although there is unlikely to be any significant short-term increase in the resource commitment as a result of climate change, a flexible approach will be necessary to meet any challenge posed by any long-term changes. This will be considered during the on-going review of policy and procedure.

17 Audit/peer review

- 17.1 Policies and procedures associated with the Strategy are required to be auditable: annual reports following review on tree risk and the effectiveness of the Strategy are to be generated by the Arboricultural Services Manager and distributed to the Cabinet Member, Senior Managers and all staff engaged in the Strategy. A full internal audit is to be carried out by the Tree Service after the first 3 years, the results of which will be distributed as above.
- 17.2 External audit is to be carried out after 5 years either by the Tree Team of a Borough with a comparable level of tree risk management in a reciprocal arrangement, or by an external Arboricultural Consultant registered with the Arboricultural Association.

18 Strategy plan

- 18.1 In order to effectively implement the Strategy the following actions are to be delivered within designated timescales:

Action number	Action	Target Completion Date	Achieved Date
1	Circulate final version of Strategy to all key staff	April 2019	-
2	Implementation of new comprehensive survey programme	April 2019	-
3	Inspection frequency attribute to be formulated in Confirm	October 2018	October 2018
4	Arboricultural Services Manager, with assistance from Arboricultural Officers/Site Managers (including third sector managers), to set frequency of inspections in a cycle according to target assessment in Zone 2	September – November 2019	-

	sites - target assessment maps of all sites and forward to GIS Team.		
5	Arboricultural Services Manager to organise and run in house inspection course for all staff undertaking tree inspections, recording achievements within a competency framework September 2020	September 2020	-

19 Key Performance Indicators

19.1 The following Key Performance Indicators have been designed to test the on going effectiveness of the Strategy following the implementation period (March – November 2019):

KPI Number	Key Performance Indicator	Target Completion Date	Achieved Date
1	Annual reports following review (to include details from the failure log as well as near miss incidents, cyclical inspection frameworks etc.) to be generated by the Arboricultural Services Manager	Annually (1 st report March 2020)	
2	Full internal audit to test the effectiveness of the Plan to be made with adjustments implemented and recorded	Annually (1 st report April 2020)	
3	Continual review of legal judgments relating to tree risk management to ensure Tree Risk Management Plan adjusts to emerging case law	Annually	
4	External audit is to be carried out after 5 years either by the Tree Section of a Borough with a comparable level of tree risk management in a reciprocal arrangement, or by an external Arboricultural Consultant registered by the Arboricultural Association	March 2024	

20 Glossary of terms

Basic tree inspection – a quick visual inspection according to the criteria of VTA (Visual Tree Inspection).

Biodiversity – is the variety of life in terms of ecosystems, habitats, species and genetic diversity.

DBH – Depth at Breast Height (diameter of the stem taken at 1.5m from the ground).

Deadwood – is wood that no longer contains living cells and does not fulfil any function for the tree. It may still be attached or have fallen from the tree.

Full Asset Survey – an expansive visual inspection according to the criteria of VTA where measurements including species, DBH, estimated height, crown spread, and defects are recorded using the SBS Confirm system. Recommended works are also recorded during a Full Asset Survey.

Habitat – is a term used to describe the 'home' of species.

Habitat assessment – is the evaluation of a site to identify individual specimens and groups of trees and areas of woodland of historic, scientific and amenity value.

Harm - refers to personal injury or damage to property.

Hazard - is a situation or condition with potential to cause harm in particular circumstances.

Hazard assessment – is the evaluation of a hazard (the inspection of a hazardous tree), to identify past mechanical failures or obvious signs of structural weakness indicating potential failure.

Important species – are those species of Arboricultural Services Manager, animals and micro-organisms that are protected, rare or notable.

Growth – is trees in the ancient phase of their lifecycle or in a woodland context stands of trees that have not been managed for over 200 years. Many of these trees have a large girth, and dead and dying trees are present.

Retained trees – are notable trees, often veteran trees, including living, dying or dead trees, that are located in high risk areas but kept intact because of their intrinsic historic, scientific or amenity value.

Risk - is a combination of the level of likelihood that a hazard will cause harm and the potential severity of the injury or damage caused.

Risk assessment - is the evaluation of the probable circumstances in which a hazard might cause harm (likelihood) and the possible outcome of that eventuality (severity).

Senescence - the condition or process of deterioration with age.

Site Managers – officers/managers with responsibility for site management.

Target - is a person, animal or property that might be harmed.

Target area - is the area within falling distance of a tree. Whilst a tree or its branches break and fall, it will not cause harm unless the target is present.

Target assessment – is the evaluation of a site to identify potential targets and their proximity to any individual specimens or groups of trees and woodland that may constitute a hazard.

Target zone - is an area classified by a target value (severity of risk) or frequency of use (likelihood of risk) to give a notional range of risk for prioritising work.

Veteran trees – are trees of interest biologically, culturally or aesthetically because of their age, size or condition. They are often trees in the ancient stage of their life cycle and are old and large relative to others of the same species. They invariably contain old growth and deadwood.

VTA – Visual Tree Assessment. A widely adopted method of assessing tree condition developed by Claus Mattheck.

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Appendix 4	Procedure For Tree Risk Mitigation On Privately Owned Trees Under The Local Government (Miscellaneous Provisions) Act 1976
Appendix 5	Southwark Storm Contingency Plan

Appendix 1

Tree risk and the law

1 Statute law

- 1.1 Under U.K law there are several Acts of Parliament which have direct relevance to landowners and land managers with reference to responsibilities required to dispense a duty of care to the public, employees and contractors:

Health and Safety at Work Act 1974, Section 3 (1)

- 1.2 The basis of British health and safety law is the Health and Safety at Work Act 1974. The Act sets out the general duties which employers have towards employees and members of the public, and employees have to themselves and to each other. These duties are qualified in the Act by the principle of ‘*so far as is reasonably practicable*’. In other words, an employer does not have to take measures to avoid or reduce the risk if they are technically impossible or if the time, trouble or cost of the measures would be grossly disproportionate to the risk. What the law requires here is what good management and common sense would lead employers to do anyway: that is, to look at what the risks are and take sensible measures to tackle them.

Example: The Birmingham Ash

- 1.3 For local authorities assessing tree risk management perhaps the most pertinent case of recent times involved Birmingham City Council who were fined £150,000 for breaching health and safety law after three people were killed by a falling tree. In December 1999 amid gale force winds a 15-tonne, 180-year-old ash tree fell across both carriageways, crushing the two cars. The driver of a third car also hit in the accident escaped with minor injuries. In his judgement Richard Wakerley QC stated:

"The condition and the danger the tree presented would have been obvious to anyone making a close inspection of that tree."

It was found that the council had failed to put into place a proactive system to deal with tree maintenance, and did not have staff trained in such matters. Following the trial, Birmingham City Council said it:

"Deeply regrets this tragic accident. "We have taken on board the lessons to be learned to strengthen and upgrade our tree maintenance programme."

In addition to the HSE conviction for breaching section 3(1) of the 1974 Health and Safety at Work Act. The Council were then open to civil action potentially brought by the families of those who died. The CPS decided not bring a case against the council for corporate manslaughter.

¹ Health and Safety at Work Act 1974, Section 3 (1) <https://www.legislation.gov.uk/ukpga/1974/37/section/3>

- 1.4 **The Management of Health and Safety at Work Regulations 1999 (the Management Regulations)**² generally make more explicit what employers are required to do to manage health and safety under the Health and Safety at Work Act. Like the Act, they apply to every work activity. Significantly regulation 3 sets out the requirement for Risk Assessments to be made in relation to work activities for both employees and the public.
- 1.5 **The Occupiers Liability Act 1957**³ sets a duty owed to the visitor by the occupier (in this case the L.A) to 'take such care as in all circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be there' (reasonable foreseeability).
- 1.6 **The Occupiers Liability Act 1984**⁴ extends the duty to include a person in exercise of a right to roam on access land conferred by section 2 of the **Countryside Rights of Way Act 2000**⁵. This duty is also extended to include trespassers. Also significant in CRoW it is set out that for the purposes of recreation there is no extra duty on the owner to control a risk arising from a natural feature. People are expected to be responsible for their own safety.
- 1.7 **The Highways Act 1980**⁶ gives rise to a duty to 'maintain the highway'. Sections 58 and 96 allow the highway authority to defend itself by ensuring that the risk of tree failure impacting the highway is as low as is reasonable. The proof of which can be made by keeping records of inspection and resultant action taken. It also has powers under section 154 of the Act to require landowners and those responsible for trees growing on land adjacent to the highway to remove trees which are dead, diseased, damaged or insecurely rooted.
- 1.8 **Local Government (Miscellaneous Provisions) Act 1976**⁷. Occasionally there may be reasons why owners do not make dangerous trees safe, e.g. owners may not be traceable, or refuse, or are unable to pay. As a last resort, the local authority has powers Under the Local Government (Miscellaneous Provisions) Act 1976 section 23 & 24 Dangerous Trees, to take the minimum action necessary to remove immediate danger on private land.
- 1.9 The **Compensation Act 2006**⁸ also has relevance where tree owners have a duty of care to maintain. A court considering a claim in negligence or breach of statutory duty may, in determining whether the defendant should have taken particular steps to meet a standard of care (whether by taking precautions against a risk or otherwise), have regard to whether a requirement to take those steps might— prevent a desirable activity from being undertaken at all, to a particular extent or in a particular way, or discourage persons from undertaking functions in connection with a desirable activity.

² *The Management of Health and Safety at Work Regulations 1999 (the Management Regulations)* <http://www.legislation.gov.uk/ukxi/1999/3242/contents/made>

³ *The Occupiers Liability Act 1957* <https://www.legislation.gov.uk/ukpga/Eliz2/5-6/31/contents>

⁴ *The Occupiers Liability Act 1984* <https://www.legislation.gov.uk/ukpga/1984/3/contents>

⁵ *Countryside Rights of Way Act 2000* <https://www.legislation.gov.uk/ukpga/2000/37/contents>

⁶ *The Highways Act 1980* <https://www.legislation.gov.uk/ukpga/1980/66>

⁷ *Local Government (Miscellaneous Provisions) Act 1976* <https://www.legislation.gov.uk/ukpga/1976/57>

⁸ *Compensation Act 2006* <https://www.legislation.gov.uk/ukpga/2006/29/contents>

2 Relevant Case Law and Common Law Precedent

- 2.1 According to the tort of nuisance and of negligence the home owner owes a duty of care in common to all who might be injured by the tree if failure in part or in whole might occur. In definition this requires taking reasonable care to avoid acts or omissions which cause a reasonably foreseeable risk of injury to people or property.
- 2.2 The concept of 'duty of care' was established and has been subsequently strengthened by court precedent established where claims of negligence and nuisance have been made in cases unrelated to trees though important in providing back ground:

The House of Lords case of **Rylands v Fletcher (1868)**⁹ found the defendant guilty of trespass and the commissioning of a nuisance where Ryland's reservoir flooded a neighbouring mine run by Fletcher. In another case of flooding **Leaky v The National Trust (1980)**,¹⁰ this time in the Court of Appeal, the defendants were judged to have allowed a pipe to collapse impacting on neighbouring land. The defendants were found guilty of failing in their duty to carry out what was reasonable to prevent the flooding. The House of Lords case of **Donoghue v Stevenson (1932)**¹¹ established the modern concept of negligence setting out general Principles whereby one person would owe another person a duty of care. A drinks manufacturer (Stevenson) was judged to have been negligent in allowing the remains of a snail in to a bottle of ginger beer drunk by the claimant.

- 2.3 In civil law the case of **Kent v Marquis of Bristol 1947**¹² set a precedent to this effect. This case involved an Elm tree which blew down in a storm killing the driver of a vehicle. On examination of the tree it was found to have a cavity with decay which would have been easily seen during a routine inspection. However, since the tree had not been inspected, no action had been taken to remedy the hazard. Hence, the defendants were found liable and substantial damages were awarded to the plaintiff.
- 2.4 The case highlights the necessity for inspecting trees even at a very basic level. Ignorance is no defence in the eyes of the law. A householder would have no defence if a tree with significant defects in their ownership were to cause harm and those defects were foreseeable.
- 2.5 **Chapman v Barking & Dagenham London Borough Council 1997**¹³. This case involved a claim by the plaintiff against the Borough Council for damages against injury when a branch from a council owned Horse Chestnut tree, fell in a storm, onto the plaintiff's vehicle causing serious physical injury. The tree had been pruned some years before and should have been regularly inspected since Horse Chestnuts trees are prone to decay quickly around major pruning wounds. The council had no formal system for the inspection of trees in their ownership and the court found against them.

⁹ *Rylands v Fletcher (1868)* https://en.wikipedia.org/wiki/Rylands_v_Fletcher

¹⁰ *Leaky v The National Trust (1980)* <https://webstroke.co.uk/law/cases/leakey-v-national-trust-1980>

¹¹ *Donoghue v Stevenson (1932)* <https://www.lawteacher.net/cases/donoghue-v-stevenson.php>

¹² *Kent v Marquis of Bristol 1947* <https://arboriculture.wordpress.com/2016/04/13/uk-case-law-relating-to-dangerous-trees/>

¹³ *Chapman v Barking & Dagenham London Borough Council 1997* <https://swarb.co.uk/chapman-v-london-borough-of-barking-and-dagenham-ca-13-jul-1998/>

- 2.6 ***Poll v Vicount Asquith of Morely (2006) (Poll v Bartholemew)***¹⁴
 The Claimant's case was that both the landowner/landlord and the highway authority have a duty of care to identify hazard trees and take reasonable actions to reduce risks to acceptable levels, which they failed to meet for this tree. The Defendants argued that the duty of care had been met through the drive by inspection, and that, in any event, the fungal defect would not have been found during a competent inspection. The Judge found in favour of the Claimant because a competent inspection was not made.
 This case highlighted the need for provision, if required; to employ the services of a competent specialist to assess trees in more detail following concerns raised at basic or informal inspection levels.
- 2.7 In the case of ***Carminer and another v Northern London Investment Trust (1951)***¹⁵ an elm tree was growing on land of which the defendants were the lessees. It fell onto the highway injuring the plaintiff and damaging his car. The tree was 130 years old and was affected by elm butt rot. The defendants were not held liable as they were judged they could not by reasonable examination have discovered the existence of this disease. However the duty of landowners was refined by Lord Oakey:
- "The respondent's duty was to act as ordinary prudent landowners would act. Landowners are not all experts in the management of trees, and those who are not perform their duty if they take reasonable steps to employ persons who are experts".*
- 2.8 ***Bowen and others v the National Trust (2007)***¹⁶
 In June 2007, a group of children were taking part in an orienteering exercise with a local activities centre. They were in woodland owned and managed by the National Trust, in the grounds of Felbrigg Hall in north Norfolk. A large branch fell from a beech tree and struck the children. An 11-year-old boy was killed and three other children injured. The accident was investigated by the police where no enforcement notices were served and no prosecution was brought against any individual or organisation.
- 2.9 A civil case was brought by the families of the children against the National Trust. The case, to determine liability, was heard in the High Court in June 2011. In this situation, the tree was located in a medium usage zone, and had been inspected twice in January 2007 before the accident, one a routine inspection and one after high winds. To summarise, the National Trust's tree inspectors considered that the tree, in such a location and given the relatively low level of use of the area, did not have significant defects that merited recording or further investigation. Any defects at the junction between branch and trunk would not have been visible from a ground level visual inspection, which was all that was required in the circumstances. During the case there was a thorough examination of the Trusts inspection regimes and records. There was found to be no negligence or breach of duty by the defendant.

¹⁴ *Poll v Vicount Asquith of Morely (2006) (Poll v Bartholemew)* <https://www.barrelltreecare.co.uk/assets/Uploads/17-Poll-Legal-JB.pdf>

¹⁵ *Carminer and another v Northern London Investment Trust (1951)* <http://insurance.dwf.co.uk/news-updates/2015/02/tree-risk-management-and-the-law-a-quick-guide/>

¹⁶ *Bowen and others v the National Trust (2007)* <https://www.haroldstock.com/solicitor/occupiers-liability-courts-consider-reasonable-appropriate-maintenance/>

Cavanagh v Witley (2018) EWCA Civ 2232¹⁷

2.91 In January 2012, after stormy weather during the night, a lime tree some 25 to 30 metres high fell onto the adjoining A283. Regrettably the tree collided with the bus being driven by the claimant and he was badly injured. The tree was subject to inspections every three years by a tree surgeon appointed by the local authority. It had been inspected in 2006 and 2009 and no defects were present. The cause of the fall was decay that had begun to develop after the 2009 inspection such that it was not discovered by the local authority.

Decision of trial judge

2.93 The claimant succeeded. The judge accepted the evidence of the claimant's tree expert who stated that the tree was in a high risk position as it was located in a very busy area and next to a main road. Therefore, given its size, location and potential to cause very serious harm, it should have been inspected no less than every two years and this more frequent regime would have identified the decay and prevented the accident. The defendant appealed. The thrust of the appeal was that it had been accepted by the experts and the trial judge that whilst the tree was in a high risk position, it was not in itself a high risk tree by reference to any recognised or published criteria. Indeed, a tree would only generally be deemed to be high risk if it had been identified as unhealthy and this was not the case.

Court of Appeal

2.94 The appeal was unanimously dismissed. The judge had made findings of fact that were open to him on the evidence. In particular, his conclusion that the size, age, weight and location of the tree, and the likelihood of it causing very severe damage if it fell, meant that it required more regular inspection was "unimpeachable".

Comment

2.95 Arguably the local authority was unfortunate to lose this case at first instance. It had a robust system of inspection carried out by an expert and the tree had shown no signs of ill-health. The difficulty on appeal was that it had to overturn findings of fact in order to succeed. This proved to be an insurmountable hurdle as the Court of Appeal was not willing to find that the judge was plainly wrong.

2.96 More significant perhaps is the Court of Appeal's apparent endorsement of a Forestry Commission Practice Guide (2000) – Hazards from Trees. After quoting a passage in this guidance about certain trees requiring more frequent inspections, LJ Flaux referred to; "the force of the point being made in this passage about the need for particular "rigour" in inspecting large trees which are adjacent to a main road and which represent a significant potential hazard" (para 36). At first blush, this has potentially significant implications for local authorities (and other landowners).

2.97 It is to be hoped that comfort can be taken from the specific facts of this case. In particular, this Parish Council is only 11 square kilometres and the majority of its trees are, according to the first instance judgment, either not along the roadside or are not of a size and weight, whereby they could cause severe injury or damage if they failed. In the words of the trial judge; "I suspect that

¹⁷ *Cavanagh v Witley (2018) EWCA Civ 2232* <https://www.weightmans.com/insights/cavanagh-v-witley-parish-council-court-of-appeal/>

there was none that had more potential for causing harm than this lime tree. What was required here was a distinction. If the vast majority of the tree stock had been inspected (as it could well have been) on a much more infrequent basis... a proper and more rigorous system of inspection could have been instigated in respect of the small number of trees which merited special care; trees which were large, heavy, old/mature, and in places where they could cause serious damage.”

- 2.98 For local authorities with large numbers of trees and finite resources, this may be a key point. The Court of Appeal was only looking at findings of fact so it had no cause to hear reasonableness or resources arguments. Clearly though, there is far greater scope for more frequent inspection of a high risk tree if a local authority only has one such tree in its occupation and control.

Appendix 2

Inspections, remedial works and monitoring

1 Inspections

- 1.1 All inspections should take place from ground level when visibility is clear. Because timing and frequency are of vital importance for the strategy to operate efficiently, the identification of the next inspection will depend on the nature of the hazards identified as well as the circumstances and the definition of the risk zone. If there is a problem that cannot be fully evaluated, suspect trees should be programmed for re-assessment. In the case of a specific defect, this should be recorded and identified for further monitoring or detailed investigation and may require aerial inspection or use of specialist diagnostic tools. Binoculars are also helpful during tree inspections to evaluate defects, fruiting bodies and structural weakness at a high level, which otherwise may not be identified.

Full asset inspection

- 1.2 A typical full asset VTA inspection using the Arboriculture Confirm system in accordance with the above procedure, typically takes between 3 and 5 minutes with approximately 100 trees inspected in an average working day. Species and location are recorded together with measurements including height, girth; crown spread and expected life span in addition to defects and recommendations for remedial works.

Basic VTA inspection (Negative Survey)

- 1.3 Basic VTA inspections can be completed between 1-3 minutes depending on the size of the tree and its accessibility. Individual trees are only recorded if they are seen to be defective or require remedial works to ensure safe passage by people or vehicles. If basic inspection is carried out by an officer qualified to Level 2, trees with significant defects or required remedial works are referred to an Arboricultural Officer (qualified to Level 3) for recording and subject to full asset inspection.

Post storm event Inspections

- 1.4 Recognising that there may be a heightened risk from trees during and following extreme weather events it is important that all publically accessible sites within the authorities control are subject to additional inspections within the shortest timeframe reasonably practicable. Post storm event surveys should consist of quick visual checks in order to reflect the large number of trees requiring inspection:

Post storm event inspection – highways drive-by inspection

- 1.5 Southwark has many miles of highways which are bordered by private land. Whilst private landowners must dispense their own duty of care in relation to the risk presented by defective trees, Southwark has a duty set out under the Highways Act 1980 to take reasonably practicable measures to ensure the highways within its authority are safe for all users. To meet this duty, drive-by inspections will be made on the highway network following a storm event. Drive-by inspections must be made with 2 officers – one driving at low speed and one officer carrying out the survey. Vehicle tracking information recorded in the course of the inspection will be stored in Southwark's tree risk

management data files. Defective trees in private ownership are to be recorded and subject to the Councils procedure under the Miscellaneous Provisions Act 1976 as set out in Appendix 4.

- 1.6 **Post storm event inspections – parks, housing, schools and other sites**
Parks, Housing and School site managers already carry out regular inspections of infrastructure as part of their cyclical inspections regime.

For further information refer to Appendix 3 – Guidance for Site Managers and Appendix 5 – Storm Contingency Plan.

The screenshot shows a software interface for a tree record. At the top, there are navigation buttons and a page indicator '15 of 23'. Below this is a form with the following fields:

- Site: Barforth Road
- Tag Number: HIGHWAYS
- Sequence No.: 5.50
- Start Date: 20/04/2000 09:25:53
- Species: Liquidambar styraciflua
- Location: OS 25

Below the form is a table with columns: Additional, Geography, Valuation, Attributes, and Smart. The table contains the following data:

Additional	Geography	Valuation	Attributes	Smart
Number of Trees	1.00	Number of		
Age	Early Mature (16-30)		Notes	
Age From	5.00	Per Year		
Condition	Good		Notes	
Crown Functionality	100.00	Percent		
Functional Value Factor	100 %		Notes	
Height	10.00	Metre		
Ownership	Public		Notes	
Previous Species				
Previous Species Removed				
Spread	5.00	Metre		
Stem Diameter	19.00	Centimetres		
Stock Type	1997/1998 Nottouts		Notes	
Stump of Tree	No		Notes	
Base Type	Tarmac		Notes	
Inspection Frequency	3 Years		Notes	
Safe Life Expectancy	Not Applicable		Notes	
Pest & Diseases	Not Applicable		Notes	
Price Factor	Highways Site		Notes	
Size Class	Up to 20cm DBH		Notes	
Stake Type	Not Applicable		Notes	

Tree record with measurements

The screenshot shows a software interface for a defect list. At the top, there are navigation buttons and a page indicator '15 of 23'. Below this is a form with the following fields:

- Site: Barforth Road
- Tag Number: HIGHWAYS
- Sequence No.: 5.50
- Area: CC - Peckham/Nunhead/Peckham R
- Location: OS 25

Below the form is a table with columns: Defect, Job, Inspections, and Regime History. The table contains the following data:

Defect No.	Defect Type	Code	Location	Rating	Date
31996	1 Routine maintenance required	RTM 0		.0000	20/03/2003
298275	1 Routine maintenance required	RTM 0		.0000	19/10/2010
298276	Dense crown	DC 0		.0000	19/10/2010
298277	Low branches	LB 0		30.0000	19/10/2010
439912	1 Routine maintenance required	RTM 0		.0000	30/05/2013
439913	Sparce crown	SC 0		.0000	30/05/2013
471565	Low branches	LB 0		30.0000	09/09/2015
471566	1 Routine maintenance required	RTM 0		.0000	09/09/2015

Defect list (History)

- 1.7 **Inspection frequency setting**
The current default setting for street and parks trees is 3 yearly and 2 yearly for School Trees. However as described above all registered trees can be assigned different inspection frequencies according to the potential risk they present. Frequencies range from 0 – 7 years.

The screenshot shows a web-based form for tree management. The 'Inspection Frequency' field is highlighted with a red circle and is set to '3 Years'. Other fields include Site (Marsden Road), Tag Number (HIGHWAYS), Start Date (20/04/2000 09:27:25), Species (Gleditsia triacanthos Sunburst), and various attributes like Age From (23.00 Per Year), Condition (Good), and Height (12.00 Metre).

Assigning inspection frequency

Examples:

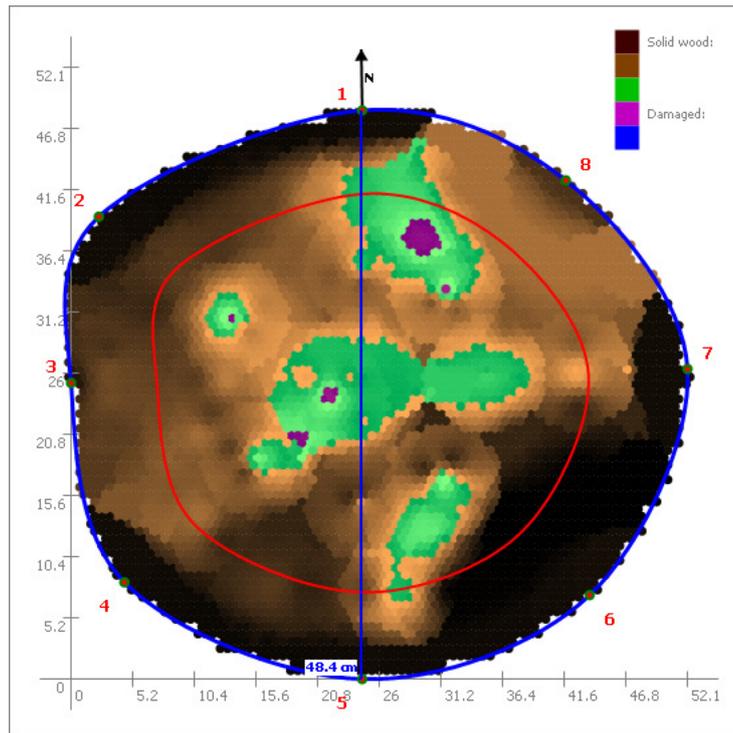
Inspection frequency (year)	Tree category/condition
0	trees located in woodland remote from public access (previously surveyed)
1	a high value risk tree in decline with significant defects
2	trees in school grounds/large trees with minor defects situated within falling distance of the highway
3	default highways inspection frequency
4	public rights of way default
5	woodlands/allotments/cemeteries default
6	trees within falling distance of minor pathways in low risk zones
7	veteran trees with restricted public access

Table 1 - inspection frequencies by tree category/condition

- 1.8 On an annual basis inspection frequency data from the previous year's survey must be downloaded and further surveys assigned to AO's as necessary. An inspection frequency data sheet will be stored on the Trees and Woodlands Team Site to include all registered trees.

2 Detailed Investigation

- 2.1 A specialist examination of trees may be required where trees cannot be fully assessed by visual inspection methods alone. This type of inspection would normally be specified or requested to evaluate extent and type of decay present in the trunk, major branches or roots. In some cases this may require the use of specialised devices, but the equipment alone cannot be relied upon to make the evaluation. The presence of other factors such as wind loading, which are affected by the height and sail area of the crown, and exposure must also be assessed in relation to the results.



- 2.2 In many cases it is not appropriate to carry out a detailed investigation. For instance, a woodland tree within a low risk zone would warrant less commitment in terms of the level of inspection than a large tree in next to the highway. It must also be borne out that some methods of evaluation are invasive, and cause damage to the tree. Typically, this type of damage is caused by holes being bored into existing decay columns which subsequently break down barriers created by the tree and allow the pathogen to move into previously sound wood. Therefore, the inspector must make a judgement whether the inspection warrants an invasive type of evaluation technique, and where possible, define the method of evaluation when specifying the additional inspection.

Within the cycle of the inspections, it is important that the timing is rotated, and undertaken at different times of year between spring and autumn to enable the trees to be evaluated in various seasons. Therefore, re-inspections will be programmed by reference to the previous year's inspections, and committed strategically to avoid any hazards being overlooked.

- 2.3 If for any reason surveys/inspections cannot be completed within the programmes timeframe, Arboricultural Officers will report to the Arboricultural Services Manager as soon as is possible.

3 Remedial Works

- 3.1 Following the inspection, the inspector would propose action: in health and safety terms this would be seen as a control method to reduce risk to the public from falling branches, etc.
- 3.2 Some degree of risk will be inherent even in a tree with no obvious or identifiable defects. The inspector's task is to evaluate the hazard that the defects pose and the risk of damage to people or property if the tree, or part of it, fails, and to propose appropriate action to reduce the risk to an acceptable level.
- 3.3 Works prescribed must therefore relate to the assessment of the hazard, and the priority for the works should be appropriate to the Target Zone. However, the remedial work or monitoring specified must also be commensurate with the amenity value of the tree; it is not practical to spend vital resource to maintain or carry out detailed investigations of low value trees, or trees which have minimal useful life span. Furthermore, it is necessary to take into account broader issues such as whether the tree has particular amenity value either in itself, or as a habitat for wildlife.
- 3.4 There may also be the potential risk of habitat loss or harm to protected species. Cavities and splits may be a potential bird nesting site or bat roost. These species are protected by law under the *Countryside and Rights of Way Act 2000* and the *Wildlife and Countryside Act 1981* and, if they themselves or their resting places are present, no tree works can take place without a risk assessment. This is likely to be particularly significant in the case of veteran and over mature trees, and those providing a habitat for protected species and if necessary include precautions or seek further advice. In general, safety takes precedence over amenity; but that does not mean that potentially dangerous trees must necessarily be felled. There may well be other possible actions that will eliminate or sufficiently reduce the risk remedial works on the trees, visitor management such as zoning, re-routing paths, re-locating car parks or picnic sites, or changing ground vegetation e.g. planting hawthorn to encourage people away from high risk areas should also be considered. In this way aerial tree works can be avoided, eliminating the need to climb with the risks associated with working at height. These additional options to reduce the risk may be proposed by the inspector as an additional option to tree works to be considered by the Arboricultural Officer. Where the likely risk of harm is very small and the impact of controls very great, it may be reasonable to take no further action.
- 3.5 In any Target Zone, trees which show obvious signs of imminent collapse or other serious hazards, should be dealt with or controlled immediately by emergency call out (attendance within 1 hour). This may require the use of temporary signing/fencing to keep people and vehicles out of the area until such time as the works can be carried out.

3.6 Works Priority

Remedial works are broadly prioritised according to the criteria as set out below in Table 2.

	Works Priority	Criteria
P01	Emergency Call Out	Trees falling into this category would be considered to be an Immediate Risk to public safety – e.g. root plate movement, large hung up limbs over the public highway or partially hung up trees
P02	5 Day Response	Trees considered to be a non immediate risk to the public but are exhibiting defects that could lead to structural failure or present a future risk within a short timeframe e.g. trees requiring removal
P03	28 Day Response	Trees considered to be a non immediate risk to the public but are exhibiting defects that could lead to structural failure or present a future risk within a medium timeframe e.g. Trees with major deadwood, decay causing pathogens present.
P04 - 27	3 Month Response – 3 Year Response	Trees surveyed with timescales apportioned for works to be undertaken between 2 months and three years would be considered routine maintenance and pose no foreseeable risk to the public e.g. crown lifting, removal of epicormics growth, lateral reduction from properties.

Table 2: Works Priority and Criteria

Appendix 3

Guidance for Site Managers- Tree Risk Management Strategy

1 Introduction

- 1.1 The following guidance is intended for Site Managers responsible for parks, housing estates and school sites. Whilst it is acknowledged that Site Managers and their staff routinely conduct regular inspections of their assets and infrastructure, including trees, it is intended that all inspections relating to tree risk operate within a single risk management system which is subject to review and audit. The aim of this approach is to balance proportional management whilst reducing the incidences of foreseeable tree failures across the borough.

2 Tree risk management process

- 2.1 All parks, housing estate and school sites have been allocated within Zone 1 of Southwark's tree risk management system and subject to the following condition survey inspection frequencies:

Zone 1		
Classification	Criteria	Inspection frequency
Highway trees	Trees adjacent to roads or footpaths over which the public has the right of access to include streets and lanes as well as main roads and trunk roads	3 years default - 6 months increased frequency
Park trees	Trees located on parks and open spaces with public access	3 years default - 6 months increased frequency
Housing trees	Trees located on housing estate land	3 years default - 6 months increased frequency
School trees	Trees located in the grounds of schools or school playing fields, including 'Forest School' sites	2 years default - 6 months increased frequency

- 2.2 Default frequencies (3 yearly for Parks and Housing trees, 2 yearly for Schools) are the minimum survey cycles in operation, however individual or groups of trees may require an increased frequency of inspection (up to 6 months) according to their condition. Should an increased frequency be set on any site the Site Manager will be informed.
- 2.3 Schools will always be contacted by the Tree Section with sufficient notice prior to a survey being conducted. This allows the Site Manager to schedule the survey as appropriate alongside other activities that may be undertaken by the school at any given time.

2.4 As part of the current Service Level Agreement (SLA) between LBS and its LA controlled schools, a report detailing the following will be produced and forwarded to the Site Manager to include the following:

- Tree details (species, measurements, locations etc.)
- Defects
- Recommended remedial works
- Maps

The reports will also be stored on the Tree Section shared drive folder in order to be available for audit and to inform future surveys of the site.

2.4 It is understood that Site Managers and their staff undertake routine inspections of infrastructure and assets on a regular basis. These often include informal inspections of trees undertaken with a basic level of expertise. Whilst it is not expected that informal inspections of trees are recorded, it is important that any concerns are raised with Tree Officers in order for a formal inspection to be undertaken. A formal inspection will always be recorded using the Confirm system and therefore subject to review.

3 Remedial works

3.1 Remedial works are routinely ordered on a monthly basis following the completion of surveys. Works are issued to both Southwark's In house Tree Team and external contractors depending on demand and capacity.

3.2 Schools are able to procure tree work for individual sites through devolved budgets, however LBS recommends that remedial works are processed through the Tree Section in order that records align with assets on the Confirm asset management data base.

3.3 When undertaking inspections Tree Officers and Surveyors have a wide range of options available when setting recommended timeframes in which remedial works are undertaken:

	Works Priority	Criteria
P01	Emergency Call Out	Trees falling into this category would be considered to be an Immediate Risk to public safety – e.g. root plate movement, large hung up limbs over the public highway or partially hung up trees
P02	5 Day Response	Trees considered to be a non immediate risk to the public but are exhibiting defects that could lead to structural failure or present a future risk within a short timeframe e.g. trees requiring removal
P03	28 Day Response	Trees considered to be a non immediate risk to the public but are exhibiting defects that could lead to structural failure or present a future risk within a medium timeframe e.g. Trees with major deadwood, decay causing pathogens present.
P04 - 27	3 Month Response –	Trees surveyed with timescales apportioned for

	3 Year Response	works to be undertaken between 2 months and three years would be considered routine maintenance and pose no foreseeable risk to the public e.g. crown lifting, removal of epicormics growth, lateral reduction from properties.
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- 3.4 Site Managers should have the expectation that remedial works are completed within the timeframes recommended as soon as the survey has been completed and works issued to a contractor. Follow up enquiries can be made as per Section 6 (Contacts).

4 Monitoring

- 4.1 Monitoring is completed on a monthly basis across all site types against the following criteria:
- School sites: 100% site inspections
 - All other sites 20% on site inspections/80% before and after photographs (uploaded by the contactor)
- 4.2 Any incomplete or substandard works will be subject to a rectification process for completion within one month of issue and monitored at 100%.

5 Reporting

- 5.1 All incidences of tree failure (in whole or part) must be reported to the Tree Services Manager for recording in the Tree Risk Management Failure Log. This not only ensures that follow up inspections and resulting remedial works are completed, but also allows officers to identify and address areas of concern.

6 Contacts

- 6.1 To arrange a scheduled or bespoke tree condition survey, or make an enquiry please contact the Tree Section by email:

Trees.Envl@southwark.gov.uk

Appendix 4

London Borough of Southwark Procedure for Tree Risk Mitigation on Privately Owned Trees under the Local Government (Miscellaneous Provisions) Act 1976

1 Introduction

- 1.1 The purpose of this document is to outline how LB Southwark will respond to reports of dangerous trees on privately owned land. The following procedure should provide an efficient, consistent and clear response to serious events and ensure that our response is in accordance with current legislation, guidance and wider Council policies. The document helps deliver the Council's policy.

2 Legislative background

- 2.1 All landowners with trees have a legal 'duty of care' to ensure their trees are maintained in a reasonably safe condition. Failure to do so can result in substantial costs for damages if the responsible person is found in court to be negligent. The Health & Safety Executive (HSE) may also prosecute offenders. The Council has adopted policies for regular inspection and maintenance of its own tree stock. We believe that this will reduce the chance of trees becoming dangerous and that timely work can reduce overall maintenance costs. We encourage other owners to do the same.

3 Action under the Miscellaneous Provisions Act 1976

- 3.1 **It must be noted that powers granted under the Act are discretionary. LBS will only exercise these powers if a dangerous tree is likely to impact on the highway or Council owned or managed land or property. In all other cases residents will be advised to seek private legal advice in order to resolve their issue.**

Request for action

- 3.2 Anyone requesting that a 'Dangerous tree' is made safe under this provision must make this in writing to the Council. When making a request it is important to provide as much of the following information as possible:
1. Accurate information regarding the location of the tree and the owner's/tenant's name, address and telephone number, if known.
 2. If not initially known, make enquiries to supply details of the above if possible.
 3. Information regarding the tree's condition:
 - (i) Size/No. of trees, large branch or small branch etc.?

(ii) The exact position of any fallen parts e.g. are branches on structures, paths or a road?

(iii) Any other visible defects e.g. splits, cavities?

(iv) The extent of any damage, or if the dangerous part failed what would it damage?

Inspection

- 3.3 An Arboricultural Officer will make an initial assessment of the need for, and urgency of a site inspection based on the information supplied, but in all cases the Council will aim to inspect the tree within five working days of receipt of a valid request. Telephone and other requests relating to 'dangerous trees' will also be dealt with in accordance with the above process, but still need to be followed by a written request before the Council could consider taking any necessary action.
- 3.4 The legislation confers a right to enter land to carry out such investigations and the relevant Council officers are authorised in its use, including to take other officers/individuals with them as necessary (e.g. for safe working or other reasons).

4 Serving notice under the Act

- 4.1 If the legal owner of the land cannot be readily determined the Arboricultural Officer will undertake a Land Registry Search for confirmation. Details of the owner, of the dangerous tree and the risk it poses will be forwarded to the Legal and Democratic Services Team who will draft a notice under the Act requiring the owner to mitigate the danger posed by the tree within 21 days of the notice being served. The notice is then served on the owner(s) by recorded delivery.

5 Further action

- 5.1 As set out above, LBS will endeavour to find the owner of the tree before proceeding with works; however some scenarios will call for urgent action to be taken in order to avoid death, injury or damage to property. In such a scenario the Arboricultural Officer will instruct the Council's Term Arboricultural Contractor to make the tree safe (the minimum works).
- 5.2 Similarly, if remedial works are not carried out under the terms of the notice within the 21 day period, the Council has the right to instruct its contractors to enter the land and carry out the necessary works.
- 5.3 Although undertaking remedial works in order to mitigate risk in such circumstances is exempt from the laws protecting trees, LBS will check Tree Preservation and Conservation Area status prior to works commencement and update the Planning Sections Urban Forester as appropriate.

6 Costs

- 6.1 When works have been carried out, the Council can recoup the costs of the works plus an administration fee. If the owner is untraceable or un-contactable a land charge will be entered against the property for future payment.
- 6.2 The Council is also able to use these powers to make trees safe or require that trees are made safe on land it doesn't own, where it considers those trees are likely to cause damage to people or property on Council land.

Appendix 5

Southwark Storm Contingency Plan

1 Introduction

- 1.1 This procedure will be co-ordinated by the London Borough of Southwark's Arboricultural Team as appropriate to the expected severity of the storm and the anticipated impact of the number of incidents associated. For the purposes of this procedure the Arboricultural Service Manager of this team will be referred to as the Lead Officer.

2 Met Office Severe Weather Warning

- 2.1 Currently, the Met Office issues severe weather warnings to the London Borough of Southwark that go directly to London Borough of Southwark Customer Services via the Customer Services Manager and then, within 15 minutes, to London Borough of Southwark's Trees and Woodlands Team. The Lead Officer will ensure that this line of communication is maintained.

The weather forecast can be checked on the following website:

<https://www.metoffice.gov.uk/public/weather/forecast/map/gcpvj0v07#?zoom=9&map=SignificantWeather>

3 Responsible Officers

- 3.1 **Appendix 2: Storm Event Stakeholders** shows all of the people and organisations that will have an interest in making sure that a storm event is dealt with efficiently. Appendix 2 also has directions to a group email address that will be necessary during the preparation phase of this Arboricultural Services Manager. Appendix 2 will need to be updated on a regular basis as officers leave and roles change. This is the responsibility of the Lead Officer.

4 Weekend Storm Cover and Overtime

- 4.1 It is the responsibility of the Lead Officer to ensure that there is adequate cover as outlined in this procedure should a storm event occur at the weekend.
- 4.2 Leaders of Southwark's Parks Service Provider work at the weekend and will re-prioritise their staff's commitments to provide the Arboricultural Team with assistance as required (see **Appendix 2: Storm Event Stakeholders**).
- 4.3 All London Borough of Southwark and Parks Service Provider officers asked to assist at weekends or weekdays whether they would usually be working or not will be offered overtime/ time off in lieu for all hours worked including travelling time. Whilst undertaking storm duties the Council will cover all reasonable claims for expenses (meals, mileage etc.). Arboricultural Officers on standby will also receive additional hours as agreed with the Assistant Director of Environment.
- 4.4 The Service Provider shall ensure that there is sufficient staffing to deal with the emergency at short notice to carry out the necessary works whether during weekdays, weekends or at night. The identities and contact details of all contracted staff engaged in the Storm Event will be forwarded to the Lead Officer in advance of engagement. The Lead Officer will record the hours worked by contracted staff during the storm period and subsequent clear-up in order to ensure accurate associated costs incurred by the Service Provider are borne by the Council.

5 Pre Event Phase: Arboricultural Officer Responsibility:

- 5.1 The Arboricultural Team will check the Met Office Weather Report/ News regularly to see if there have been any severe weather warnings issued for London and the South East.

If a severe weather warning for London and the South East is issued then:

- Arboricultural Team to organise Standby Officer if there is the possibility of the storm occurring out of office hours. The Standby Officer to ensure that they check the weather reports regularly and keep their work mobile with them and switched on.
- Arboricultural Team to contact Arboricultural Service Provider to ensure that proper lines of communication are open and sufficient resources are dedicated in mitigation.
- Arboricultural Team to prioritise responses (e.g. A Roads, Calls from the Emergency Services, Reports of roads closed due to storm damage) and liaise with the Arboricultural Service Provider.
- Lead Officer to contact stakeholders as set out in section 1.2.1.(Appendix 2)
- Lead officer to organise preliminary storm event response team as set out in section 3 below. Contact information for each officer to be given to the officer on standby as set out in Appendix 1.

6 Pre Event Phase: Arboricultural Service Provider Responsibility:

- 6.1 The Contract Manager will contact Arboricultural Officers as soon as they are aware of a severe weather warning being issued for London and the South East of England.

- 6.2 The Arboricultural Service Provider will undertake emergency call outs as set out in the specification. The contracted crew(s) will attend emergency call outs until the number received are too high to be completed within the timescales as set out in the specification. At this point the Service Provider will provide extra crews and notify the Arboricultural Officer on standby, if out of office hours, or the Lead Officer during office hours so that the situation can be monitored or so that a storm event response team can be organised.

7 Dealing with a Storm Event: Arboricultural Officer Responsibility:

- 7.1 Whether within or out of office hours it will be necessary to mobilise a response team. This should have been organised at the Pre Event Phase. All information on the storm event response team is set out in section 3 below.
- 7.2 Should the storm occur in the middle of the night the standby officer must call the Service Providers LBB response team and arrange to meet at the office at first light. From there calls can be prioritised and dealt with as set out in point 2.3.5 below.
- 7.3 Should the storm occur during office hours then it should be dealt with as in point 2.3.5 below:
- 7.4 Once a decision has been taken to form a response team the officer on standby will need to control how information is forwarded to the emergency call out teams. CSC should be told to record calls as they come in as set out in Appendix 3 of the London Borough of Southwark Storm Strategy and email to the Boroughs Response team. CSC should also be instructed to only send certain emergency calls directly to the Arboricultural Service Provider, the

parameters of this will be set at the **Pre Event Phase**. CSC will be able to call the standby officer should they have any concerns with a particular call.

- 7.5 Once the storm response team are together they should place all emergency call outs onto an Excel spreadsheet as shown in Appendix 3. Only calls that have been given a priority 1 by an Arboricultural Officer are to be called through to the Arboricultural Service Provider
- 7.6 The Contractor must ensure that all relevant information is provided to the Lead Officer in order that the Lead officer can ensure it entered onto the spreadsheet so that when the storm subsides a full list of prioritised emergency calls can be sent to the Arboricultural Service Provider. Should the storm occur during office hours then at 4.30pm the Lead Officer must liaise with CSC so that all processed emergency call out information can be passed to them so that they do not call the Arboricultural Service Provider unnecessarily. CSC will need to be made aware of the priority system and that there will be an Arboricultural Officer on standby throughout the night should they need assistance.
- 7.7 The Lead Officer must also liaise with London Borough of Southwark's Parks Service Provider and agree locations to store debris locally during the storm. Some suitable locations are shown in Appendix 5.

8 Post Storm Event Phase: Arboricultural Officer Responsibility:

- 8.1 After the storm subsides the full list of uncompleted prioritised emergency call outs should be sent to the Arboricultural Service Provider so that the clean-up operation can begin.
- 8.2 The Arboricultural Service Provider will assess the list and inform the lead officer on how many crews are available to start the clean-up operation and where if necessary further crews will be provided from.
- 8.3 The Lead Officer will call in the services of the Community Managers and Community and Conservation Team Leaders if necessary.

Storm Event Response Team

8.4 Guidance for the Lead Officer

Telephone Lines

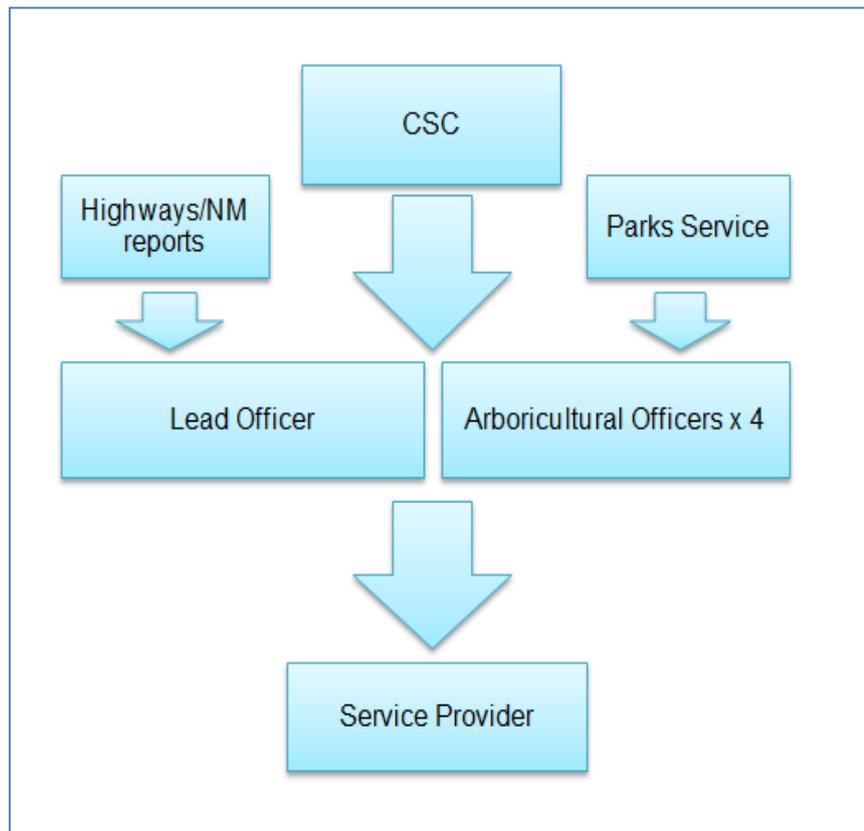
1. You will need up to four officers to answer the Arboricultural Team's telephones (depending on expected storm impact severity).
2. You will need one telephone line and an officer to take calls from main reception.
3. You will need one officer to liaise with Street Services to make you aware of road closures as closed roads will need to be opened as a priority.
4. You will need to make sure that officer mobile telephones are answered.
5. Each person answering the telephone will be required to electronically populate an Emergency Call-Out Sheet provided by the Lead Officer as shown in Appendix 3 (they will also need to be made aware of the call priorities as set out below).
6. Provision should be made for sending completed sheets (Appendix 3) at regular intervals to the Lead Officer who will prioritise them as set out below.

Information Compiling, Prioritising and Resolving

1. You will need one Arboricultural Officer prioritising the calls before they go onto the Excel spreadsheet. This officer will also liaise with the Arboricultural Service Provider so that they only attend the most important emergency call outs.
2. During the storm event unless otherwise requested by the Service Manager the Arboricultural Service Provider must ensure that calls from the Emergency Services, and calls about trees blocking class A Roads (see Appendix 4) are dealt with before other emergency works.
3. Calls about Red Routes to be immediately passed to TFL.
4. All other enquiries should be put onto the Excel spreadsheet and dealt with after the storm has subsided.

Appendix 1: Officer Information for Storm Event Response Team**Storm Event Response Team Template**

All officers report to the lead officer.



Lead Officer to provide the following information for each team member joining the Storm Event Response Team.

Lead Officer to email this information to the Customer Service Centre to and distribute to operators as appropriate.

Officer Name:	
Employee No:	
Line Manager:	
Work Contact Tel. No:	
Home Contact Tel. No:	
Home Address:	
Next of Kin:	

Officer Name:	
Employee No:	
Line Manager:	
Work Contact Tel. No:	
Home Contact Tel. No:	
Home Address:	
Next of Kin:	

Officer Name:	
Employee No:	
Line Manager:	
Work Contact Tel. No:	
Home Contact Tel. No:	
Home Address:	
Next of Kin:	

Officer Name:	
Employee No:	
Line Manager:	
Work Contact Tel. No:	
Home Contact Tel. No:	
Home Address:	
Next of Kin:	

Officer Name:	
Employee No:	
Line Manager:	
Work Contact Tel. No:	
Home Contact Tel. No:	
Home Address:	
Next of Kin:	

Appendix 4: London Borough of Southwark Street Services Priority A, B, and C Roads**London Borough of Southwark Red Routes Responsible for by Transport for London**

Road Name	Area

Appendix 5: Storing Waste Materials During a Storm

The removal of debris is a necessary process of dealing with storm-damaged trees. During a storm the following hard standing sites within the Borough are available for emergency teams to store waste tree debris. All storage sites must be cleared immediately after the storm subsides. All tree debris must be stored safely with no log piles higher than 1 metre. The Service Provider must also ensure that all car parks are locked after use.

Site	Geographic Area

References and Further information

The Arboricultural Association,2018
 Application of Biosecurity in Arboriculture
https://www.trees.org.uk/Trees.org.uk/media/Trees-org.uk/Documents/eBooks/AA_GuidanceNote2_BiosecurityArboriculture-ebook.pdf

Department for Environment ,Food and Rural Affairs,2014
 Protecting Plant Health A Plant Biosecurity Strategy for Great Britain
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/307355/pb14168-plant-health-strategy.pdf

Department for Environment ,Food and Rural Affairs,2018
 Tree Health Resilience Strategy Building the resilience of our trees, woods and forests to pests and diseases.
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710719/tree-health-resilience-strategy.pdf

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