

## Overview & Scrutiny Committee

Monday 3 December 2012

6.30 pm

Ground Floor Meeting Room G02A - 160 Tooley Street, London SE1 2QH

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### Membership

Councillor Catherine Bowman (Chair)  
Councillor Dan Garfield (Vice-Chair)  
Councillor Neil Coyle  
Councillor Toby Eckersley  
Councillor Gavin Edwards  
Councillor David Hubber  
Councillor Lorraine Lauder MBE  
Councillor Paul Noblet  
Councillor David Noakes  
Councillor The Right Revd Emmanuel Oyewole  
Councillor Mark Williams

### Reserves

Councillor Kevin Ahern  
Councillor James Barber  
Councillor Nick Dolezal  
Councillor Tim McNally  
Councillor Darren Merrill  
Councillor Abdul Mohamed  
Councillor Lisa Rajan  
Councillor Lewis Robinson  
Councillor Martin Seaton  
Councillor Cleo Soanes  
Councillor Geoffrey Thornton

### Education representatives

Reverend Nicholas Elder  
Colin Elliott, Parent Governor  
Leticia Ojeda, Parent Governor

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## INFORMATION FOR MEMBERS OF THE PUBLIC

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### Access to information

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### Contact

Peter Roberts on 020 7525 4350 or email: [peter.roberts@southwark.gov.uk](mailto:peter.roberts@southwark.gov.uk)

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Members of the committee are summoned to attend this meeting

**Eleanor Kelly**

Chief Executive

Date: 23 November 2012



# Overview & Scrutiny Committee

Monday 3 December 2012

6.30 pm

Ground Floor Meeting Room G02A - 160 Tooley Street, London SE1 2QH

## Order of Business

Item No.	Title	Page No.
	<b>PART A - OPEN BUSINESS</b>	
1.	<b>APOLOGIES</b>	
2.	<b>NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT</b>	
	In special circumstances, an item of business may be added to an agenda within five clear working days of the meeting.	
3.	<b>DISCLOSURE OF INTERESTS AND DISPENSATIONS</b>	
	Members to declare any interests and dispensations in respect of any item of business to be considered at this meeting.	
4.	<b>CALL IN : A NEW WRITTEN STATEMENT (AGREEMENT) FOR COUNCIL GYPSY AND TRAVELLER SITES</b>	1 - 55
5.	<b>CUSTOMER SERVICES CONTRACT EXIT UPDATE</b>	56 - 62
6.	<b>CABINET MEMBER INTERVIEW - COUNCILLOR RICHARD LIVINGSTONE, FINANCE AND RESOURCES</b>	63 - 64

Themes:

- the local council tax scheme
- progress on revenues and benefits since bringing the service in-house
- universal credit delivery
- budget pressures for 2013/14
- plans for public consultation on budget priorities
- reserves and contingencies
- the housing revenue account
- London Living Wage
- financial aspects of the support given to a number of primary schools to mitigate the consequences of oppressive IT contracts entered into by those schools, including advice on the feasibility of attempting recovery from the suppliers and/or their directors
- possibility of acquiring the freehold of 160 Tooley St, and issues related to the financing thereof
- accommodation, Queens Road

Question:

- is the council submitting evidence to the Mayor of London's London Finance Commission, if so what are we saying? (extract from agenda of London Councils Executive 30 October attached)

**7. RESIDENT INVOLVEMENT AND RESIDENT ASSOCIATION  
RECOGNITION AND GRANTS**

65 - 78

**DISCUSSION OF ANY OTHER OPEN ITEMS AS NOTIFIED AT THE  
START OF THE MEETING.**

**PART B - CLOSED BUSINESS**

**DISCUSSION OF ANY CLOSED ITEMS AS NOTIFIED AT THE START  
OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT.**

# Agenda Item 4

<b>Item No:</b>	<b>Classification:</b> OPEN	<b>Date:</b> 3 December 2012	<b>Meeting Name:</b> Overview & Scrutiny Committee
<b>Report Title:</b>		Call-in of IDM: A new written statement (agreement) for Council Gypsy and Traveller sites	
<b>Ward(s) or Group affected:</b>		All	
<b>From:</b>		Head of Overview & Scrutiny	

## BACKGROUND INFORMATION

1. On 14 November 2012 the Deputy Leader and Cabinet Member for Housing Management considered a report setting out a new written statement (agreement) for council gypsy and traveller sites and therein approved the new Southwark Council traveller site pitch agreement

## REASONS FOR CALL-IN

2. On 21 November 2012 the Chair of Overview & Scrutiny Committee - Councillor Cathy Bowman - and three members of the committee (Councillors David Hubber, David Noakes and Paul Noblet) requested a call-in of the decision on the following grounds:
  - consultation - no responses were obtained from the travellers
  - respect for human rights - the DCLG guidelines states landlords should allow a minimum of 8 weeks permitted time away. Why is Southwark arbitrarily setting the limit below this? Allowing such a brief time away from Southwark sites is likely to impinge on the travellers' right to enjoy a gypsy way of life.

## CALL-IN MEETING

3. The committee will consider the call-in request and in particular whether or not the decision might be contrary to the policy framework or not wholly in accordance with the budget.
4. If, having considered the decision and all relevant advice, the committee is still concerned about it then it may either:
  - a) refer it back to the decision making person or body for reconsideration, setting out in writing the nature of its concerns, or
  - b) Refer the matter to council assembly if the decision is deemed to be outside the policy and budget framework.
5. If the committee does not refer the matter back to the decision making person or body, the decision shall take effect on the date of the scrutiny meeting.

**BACKGROUND DOCUMENTS**

<b>Background Papers</b>	<b>Held at</b>	<b>Contact</b>
Report to Deputy Leader and Cabinet Member for Housing Management	160 Tooley Street London SE1 2TZ	Sean Usher Constitutional Team 020 7525 5338

<b>APPENDICES</b>
Report and Appendices

**Audit Trail**

<b>Lead Officer</b>	Shelley Burke, Head of Overview & Scrutiny	
<b>Report Author</b>		
<b>Version</b>	Final	
<b>Dated</b>	23 November 2012	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / EXECUTIVE MEMBER</b>		
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments included</b>

<b>Item No.</b>	<b>Classification:</b> Open	<b>Date:</b> 8 November 2012	<b>Decision Taker:</b> Deputy Leader and Cabinet Member for Housing Management
<b>Report title:</b>		A new written statement (agreement) for Council Gypsy and Traveller sites	
<b>Ward(s) or groups affected:</b>		All	
<b>From:</b>		Gerri Scott, Strategic Director of Housing Services	

## RECOMMENDATION

1. The Deputy Leader and Cabinet Member for Housing Management is asked to approve the new Southwark Council traveller site pitch agreement.

## BACKGROUND INFORMATION

2. Southwark owns and manages four permanent gypsy & traveller sites, Spring Tide, Burnhill, Ilderton and Brideale which currently comprises 36 single pitches and three double pitches. Historically, the occupants were given licenses for the pitches. Since October 2011 Southwark has employed a traveller officer within the area management structure to manage the sites.
3. On the 30 April 2011 Section 318 of the *Housing and Regeneration Act 2008* came into force and applied amended provisions of the *Mobile Homes Act 1983* ("the Act") to local authority permanent gypsy and travellers sites. The purpose of removing the exclusion of local authority Gypsy and Traveller sites from the Mobile Homes Act 1983 is to bring rights and responsibilities on these sites into line with others living on residential caravan sites. This was in response to judgment in the case of *Connors v United Kingdom* in 2004 that the lack of procedural safeguards to eviction on local authority Gypsy and Traveller sites breached article 8 of the Convention (right to respect for private, family and home life).
4. The transitional provisions for the application of the Act required local authorities to issue existing occupiers with a written statement of their pitch agreement by 28 May 2011 to ensure they were made aware of their new rights and responsibilities. The provisions provided a prescribed form for the written statement setting out prescribed information and terms implied by the Act, with the option to include express terms, . The Council included the terms of its existing licenses as express terms in the prescribed model statement to maintain their enforceability.
5. Regulations under the Act prescribe a model form of agreement to be used for new lettings from 30 April 2011. The prescribed model agreement sets out prescribed information and terms implied by the Act and provides for the insertion of express terms under part three. The Council has drafted express terms for inclusion in the prescribed model using:

- a national model agreement developed by a network of local authority and county council specialists
  - Southwark's tenancy agreement to give some parity between residents in Southwark
  - the previous license agreement, and
  - advice from legal Counsel on the terms.
6. Once the agreement is entered into the parties are unable to change the express terms except by mutual agreement or on application to residential property tribunal service, subject to certain restrictions and limitations.

## **KEY ISSUES FOR CONSIDERATION**

### **POLICY IMPLICATIONS**

7. The Act gives occupiers of local authority permanent gypsy and traveller sites more protection and security.
8. The implied terms under the Act includes rights and obligations in respect of the following key examples:
- the right to challenge express terms within six months of the date on which the agreement starts
  - the right to quiet enjoyment of the mobile home whilst maintaining the owner's right of entry to the pitch
  - a new process for agreeing the pitch fee, with a presumption the fee will normally increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices
  - giving the occupier to at least 28 clear days' notice in writing of the proposed improvements
  - the right of succession on the pitches that is not limited to one succession
  - the obligation for residents to move their caravan to a pitch on another site, as well as another pitch on the same site to provide the flexibility necessary to undertake extensive refurbishment works when requested by the council
  - the right to form a qualifying residents' association with which the council must consult.
9. The express terms, that the council has inserted into the agreement, also include rights and obligations under the agreement including the following key examples:
- the right to access information on the housing file in line with tenants rights
  - the right to exchange pitches in line the allocations policy
  - that the occupier should apply in writing to the council if they are to be away more than six weeks and shall not be absent more than a total of ten weeks in any twelve month period
  - the right to quiet enjoyment of the mobile home whilst maintaining the owner's right of entry to the pitch
  - that written consent (that will not be unreasonably withheld) in advance of keeping an animal
  - that where a written agreement to keep a dog is given, it will be on the condition that the dog is micro chipped and relevant owner details recorded and kept up to date
  - not to park any vehicle on the site which is without the required tax, MOT

and insurance.

10. The implied terms set out in the prescribed written statement and served on existing occupiers are the same as those prescribed under the model agreement for new lettings so there will be parity for all occupiers of council gypsy and traveller sites. However, the express terms contained in the written statements served on existing occupiers in May 2011 differ from those proposed under the new agreement for future occupiers.
11. Given that the Act provides that express terms of agreements can only be varied by mutual agreement (or on application to residential property tribunal service in certain circumstances) parity of the express terms between existing and new occupiers will be difficult to achieve.
12. The council can only end an agreement on application to court, where the court is satisfied that the occupier has breached a term of the agreement, is not occupying the mobile home as their main residence or the mobile home is having a detrimental effect on the site and considers it reasonable for the agreement to be terminated.

### **Community impact statement**

13. The council is also under a duty through the Human Rights Act 1998 to 'facilitate the gypsy way of life' in relation to ethnic gypsies. By providing security in the agreement the council helps facilitate this way of life.
14. Whilst the council has a responsibility to 'facilitate the gypsy way of life' it must also ensure that the pitches are well utilised. An express term imposes terms and limitations on prolonged or extended absences from the pitch and requires occupiers to tell the council if they are to be away more than 6 weeks and provides they shall not be absent more than a total of ten weeks in any twelve month period. The Department for Communities and Local Government Gypsy and Traveller Site Management Good Practice Guide (July 2009) recommends that periods of short-term absence from a pitch e.g. for seasonal work or holidays, should be permitted within the agreement. The maximum period is at the landlord's discretion but they recommend a period of less than eight weeks is likely to be unduly restrictive.
15. The agreement will benefit gypsies and travellers regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation by providing security and protection from unfair eviction and therefore help facilitate this way of life. The agreement has been adjusted so that it is clear that the council will not tolerate *discrimination, intimidation, harassment or abuse relating to any of the protected characteristics under the Equalities Act 2010*.
16. The express terms, added by the council, have many similar terms to the Southwark tenancy agreement, including rights of access to information but also obligations such as to have dogs micro chipped so that there is some parity across the borough.



### **Resource implications**

17. The council will be able to let vacant pitches using the new agreement that has been developed. The new agreement will allow for the collection of the pitch fee and other site related charges.
18. There are no other resource implications in the introduction of the new agreement.

### **Consultation**

19. Consultation on the draft new Southwark Council traveller residential site mobile homes act pitch agreement was carried out between 25 January 2012 and 22 February 2012.
20. Copies of the draft agreement and an explanatory letter inviting feedback were sent to:
  - all Southwark's current occupiers of gypsies and travellers on the four sites
  - Southwark travellers action group, and
  - people on the current waiting lists where they could be located.
21. In addition the traveller officer attended each of four sites on pre-arranged visits between 7 and 9 February 2012 and met with residents face to face to explain and the new agreement.
22. During the visits the traveller officer spoke to many residents, though few opted to give comments he noted there was no real opposition to the new pitch agreements. No formal responses were received. Southwark travellers action group declined to comment but were available to residents to take up any concerns with the council.

### **Consideration of responses to the consultation**

23. As there was no opposition to the new agreement, no changes have been made as a result of the consultation save that the discrimination clause has been expanded to better reflect the protected characteristics under the Equalities Act 2010 and an additional clause has been included to enable the Council to collect water charges billed to the Council by Thames Water.

## **SUPPLEMENTARY ADVICE FROM OTHER OFFICERS**

### **Director of Legal Services**

24. The amendment of the Mobile Homes Act 1983 by virtue of Section 318 of the Housing and Regeneration Act 2008 prescribes a model agreement for all new agreements for the letting of local authority gypsy and traveller sites from 30 April 2011. The prescribed agreement enables the Council to include it's own express terms at Part 3 subject to the provisions of the Act and the prescribed implied terms.
25. The body of the report sets out the basis on which the express terms in Part 3 have been drafted and that the Council has undertaken consultation on the new

agreement with the Council's current gypsy and traveller residents, gypsy & travellers currently on the waiting list and the Southwark Travellers Action Group and the responses received and consideration given. .

26. The principles of consultation, so as to achieve procedural fairness to reach a reasonable decision are as follows:-
- be undertaken when the proposals are still at a formative stage,
  - include sufficient reasons for the proposals to allow any interested party the opportunity to consider the proposal and formulate a response;
  - the Council must allow adequate time for interested parties to consider the proposal and formulate their response; and
  - take all the results from interested parties must be conscientiously taken into account when the ultimate decision is taken.
27. The agreements behavioral requirements have been modified to more fully reflect the protected characteristics under the Equalities Act 2010 and the community impact statement has regard to the issues relating to the gypsy & traveller community
28. The Equality Act 2010 introduced a single public sector equality duty (PSED). This duty requires us to have due regard in our decision making processes to the need to :
- Eliminate discrimination, harassment, victimisation or other prohibited conduct;
  - Advance equality of opportunity between persons who share a relevant protected characteristic and those who do not
  - Foster good relations between those who share a relevant characteristic and those that do not share it.
29. The relevant protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. The PSED also applies to marriage and civil partnership, but only in relation to (a) above.
30. There has been compliance with the Council's Equalities and Human Rights Scheme 2008-2011 as well as the public sector equality duty as contained within section 149 of the Equality Act 2010. The relevant equality strands have been duly considered and assessed, this is evidenced at paragraphs 12 -13 above and in the attached Equalities and Human Rights Impact Assessment (EqIA). The proposed policy falls under s158 of the Equality Act 2010 as a positive action measure to alleviate disadvantage experienced by people who share a protected characteristic.

### **Strategic Director of Finance and Corporate Services**

31. This report sets out the principles and conditions pertaining to the introduction of the new travellers site pitch agreement. It is imperative that the council adopts this new agreement in order that it may resume letting pitches in accordance with the legislative requirements and maximise the income stream moving forward.

**BACKGROUND PAPERS**

<b>Title:</b>	<b>Held at</b>	<b>Contact</b>
MWP	160 Tooley Street, SE1 2QH	Abigail Wallington Tel: 0207 525 4362

**APPENDICES**

<b>No.</b>	<b>Title:</b>
1	New agreement
2	Equalities and human rights impact assessment

**AUDIT TRAIL**

<b>Lead Officer</b>	Gerri Scott, Strategic Director of Housing and Community Services	
<b>Report Author</b>	Richard George, Service Development Officer	
<b>Version</b>	Final	
<b>Dated</b>	7 November 2012	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments included</b>
Director of Legal Services	Yes	Yes
Strategic Director of Finance and Corporate Services	Yes	Yes
<b>Cabinet Member</b>	Yes	Yes
<b>Date final report sent to Constitutional Team</b>		7 November 2012

**SOUTHWARK COUNCIL TRAVELLER RESIDENTIAL SITE**

**Mobile Homes Act Pitch Agreement**

**Between-**

**SOUTHWARK COUNCIL (the owner)**

**and**

..... **(the occupier)**

**dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_**

**RE:**

..... **(Pitch number)**

..... **(Site Address)**

**The agreement start date is:**

**\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_**

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## **WRITTEN STATEMENT UNDER MOBILE HOMES ACT 1983 REQUIRED TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH**

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOMES ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU)

### **PART 1 - Information about your rights**

#### **The Mobile Homes Act 1983**

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 ("the 1983 Act"). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

#### **Implied terms**

2. Part 1 of Schedule 1 to the 1983 Act contains sets of implied terms (Chapter 2 applies in relation to all pitches except those on local authority and county council Gypsy and Traveller sites; Chapter 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites- and those set out in Chapter 4 apply to permanent pitches on local authority and county council Gypsy and Traveller sites) one set of which and will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies. Part 3 of Schedule 1 to the 1983 Act, if applicable, sets out provisions which supplement the implied terms. The terms that will apply to you are contained in the annex to Part 2 of this statement.

#### **Express terms**

3. The express terms that are set out in Part 3 of this statement will apply to you. If you are not happy with any of these express terms you should discuss them with the site owner, who may agree to change them.

#### **Additional terms**

*(The following paragraph does not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)*

4. There are additional terms set out in Part 2 of Schedule 1 to the 1983 Act which you can ask to be included in your agreement. These deal with the following matters:

- (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
- (b) the review at yearly intervals of the sums so payable;
- (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and
- (d) the preservation of the amenity of the protected site.

### **Right to challenge express terms**

*(The following paragraphs do not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)*

5. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

6. You can challenge the express terms by making an application to a residential property tribunal. You can ask for any express terms of the agreement (those set out in Part 3 of this statement) to be changed or deleted.

7. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.

8. The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.

### **Six months time limit for challenging the terms**

*(The following paragraph does not apply to an agreement for a transit pitch on a local authority or county council Gypsy and Traveller site)*

9. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within six months of the date on which you entered into the agreement or the date you received the written statement,



whichever is later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

### **Unfair terms**

**10.** If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(4) complain to the Office of Fair Trading or any qualifying body under those Regulations.

### **Disputes**

**11.** If you have a disagreement with your site owner about rights or obligations under your agreement, or the 1983 Act more generally, and you are unable to resolve the matter between yourselves you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at [www.rpts.gov.uk](http://www.rpts.gov.uk) or from your local Residential Property Tribunal Office.

**12.** Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

### **Arbitration**

**13.** You can agree in writing with your site owner to refer a particular dispute to arbitration.

**14.** If the agreement to go to arbitration was made before the dispute arose the 1983 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

## **PART 2 - Particulars of the agreement**

1. The Mobile Homes Act 1983 will apply to the agreement.

### **Parties to the agreement**

2. The parties to the agreement will be—

.....(the Occupier)  
(Name and address of person entitled to station a mobile home on the pitch)

Southwark Council (the Owner)

Owners Address:  
Gypsy and Traveller Site Management  
Southwark Council  
160 Tooley Street  
London SE1 2QH

### **Start date**

3. The agreement will begin on .....

### **Particulars of the pitch**

4. —The particulars of the land on which you will be entitled to station your mobile home are

.....  
.....  
.....  
.....

### **Plan**

5. A scale plan showing—

(a) the size and location of the pitch;

(b) the size of the base on which the mobile home is to be stationed; and

(c) measurements between identifiable fixed points on the site and the pitch and base;

is attached to this statement.

**Site owner's interest**

6. The local authority's estate or interest in the land will end on.....

*(If this statement applies insert date); or*

The local authority's planning permission for the site will end on.....

*(If this statement applies insert date)*

This means that your right to stay on the site will not continue after either of these dates unless the local authority's interest or planning permission is extended. *(If only one of these statements applies, cross out the words which do not apply. If neither of these statements apply, delete this paragraph.)*

**OR ENTER**

The prescribed statements do not apply and have been deleted. The local authority's estate or interest in the land / pitch is limited to the registered freehold title number [insert title numbers]. Permanent planning permission has been granted for the site.

**Pitch fee**

7. The pitch fee will be payable from .....(insert start date)

The pitch fee will be payable weekly

The pitch fee is .....

The following services are included in the pitch fee—

Landlord's lighting.

(add as appropriate)

**Review of pitch fee**

8. The pitch fee will be reviewed on the first Monday of every April.

This date is the review date.

**Additional charges**

9. An additional charge will be made for the following matters—

**Water & Sewage service charges**

You will be required to pay the Council a share of the charges for water and sewage services to the traveller site known as ..... that are billed to the

Council by Thames Water (the water provider) or such other water provider as may be plus an administration charge.

The water provider (currently Thames Water) bills the Council for charges for water and sewage for the site by reference to the site water meter.

The Council will bill you for your share of the charges for your pitch plus the administration charge in accordance with the Traveller Site Water & Sewerage recharges procedure.

The method of calculation, billing, notice and payment terms for these charges are set out in the Traveller Site Water & Sewerage recharges procedure.

Other additional fees will be charged in accordance with the express and implied terms.

DRAFT

## **ANNEX TO PART 2**

This annex sets out the implied terms which automatically apply to the agreement

Under the 1983 Act certain terms are automatically included in your agreement. These implied terms are set out in Part 1 of Schedule 1 to the 1983 Act.

### **Duration of agreement**

1. Subject to paragraph 2, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6.

2.—(1) If the owner's estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.

(2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.

(3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to be taken of that change.

### **Termination by occupier**

3. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

### **Termination by owner**

4. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—

(a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and

(b) considers it reasonable for the agreement to be terminated.

5. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the court—

(a) is satisfied that the occupier is not occupying the mobile home as the occupier's only or main residence; and

(b) considers it reasonable for the agreement to be terminated.

**6.—(1)** The owner is entitled to terminate the agreement forthwith if—

(a) on the application of the owner, the court has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site, and

(b) then, on the application of the owner, the court, having regard to its determination and to any other circumstances, considers it reasonable for the agreement to be terminated.

(2) Sub-paragraphs (3) and (4) apply if, on an application to the court under sub-paragraph (1)(a)—

(a) the court considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but

(b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and

(c) the occupier indicates to the court that the occupier intends to carry out those repairs.

(3) In such a case the court may make an interim order—

(a) specifying the repairs that must be carried out and the time within which they must be carried out, and

(b) adjourning the proceedings on the application for such period specified in the interim order as the court considers reasonable to enable the repairs to be carried out.

(4) If the court makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

### **Recovery of overpayments by occupier**

**7.** Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

### **Re-siting of mobile home**

**8.—(1)** The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the

protected site or a pitch forming part of another protected site (“the other pitch”) if (and only if)—

(a) on the application of the owner, the court is satisfied that the other pitch is broadly comparable to the occupier’s original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier’s original pitch.

(2) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or the court on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11, “essential repair or emergency works” means—

(a) repairs to the base on which the mobile home is stationed;

(b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;

(c) works or repairs needed to comply with any relevant legal requirements; or

(d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

### **Quiet enjoyment of the mobile home**

**9.** The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

### **Owner’s right of entry to the pitch**

**10.** The owner may enter the pitch without prior notice between the hours of 9am and 6pm—

(a) to deliver written communications, including post and notices, to the occupier;  
and

(b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.

**11.** The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.

**12.** Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the owner's visit.

**13.** The rights conferred by paragraphs 10 to 12 do not extend to the mobile home.

### **The pitch fee**

**14.** The pitch fee can only be changed in accordance with paragraph 15, either—

(a) with the agreement of the occupier, or

(b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

**15.—(1)** The pitch fee will be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee.

(3) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) the new pitch fee is payable as from the review date but the occupier is not to be treated as being in arrears until the 28th day after the date on which the new



pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

(5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than three months after the review date.

(6) Sub-paragraphs (7) to (11) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out the owner's proposals in respect of a new pitch fee.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner may apply to the court for an order under paragraph 14(b) determining the amount of the new pitch fee;

(b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 14(b); and

(c) if the court makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.

(10) The court may permit an application under sub-paragraph (4)(a) or (8)(a) to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(11) The occupier is not to be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.

**16.**—(1) When determining the amount of the new pitch fee particular regard must be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 20(f) and (g); and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment which has come into force since the last review date.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

**17.** When determining the amount of the new pitch fee no regard may be had to—

(a) any costs incurred by the owner in connection with expanding the protected site, or

(b) any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

**18.**—(1) There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail

prices index since the last review date, unless this would be unreasonable having regard to paragraph 16(1).

(2) Paragraph 16(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

### **Occupier's obligations**

**19.** The occupier must—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—
  - (i) the outside of the mobile home, and
  - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and
- (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

### **Owner's obligations**

**20.** The owner must—

- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
  - (i) the size of the pitch and the base on which the mobile home is stationed; and
  - (ii) the location of the pitch and the base within the protected site; and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
  - (i) any new pitch fee;
  - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and

(iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;

(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;

(d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;

(e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and

(g) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

**21.** The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 19(c) and (d).

**22.** For the purposes of paragraph 20(f), to "consult" the occupier means—

(a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

(i) describes the proposed improvements and how they will benefit the occupier in the long and short term;

(ii) details how the pitch fee may be affected when it is next reviewed; and

(iii) states when and where the occupier can make representations about the proposed improvements; and

(b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

**23.** For the purposes of paragraph 20(g), to "consult" a qualifying residents' association means—

(a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 20(g) which—

(i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and

(ii) states when and where the association can make representations about the matters; and

(b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

### **Owner's name and address**

**24.—**(1) The owner must by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier or a qualifying residents' association.

(2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

(3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the name and address of the owner.

(4) Where—

(a) the occupier or a qualifying residents' association receives such a notice, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),

the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) applies.

**25.—**(1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.

(2) Where—

(a) the occupier receives such a demand, but

(b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

### **Qualifying residents' association**

**26.**—(1) A residents' association is a qualifying residents' association in relation to a protected site if—

(a) it is an association representing the occupiers of mobile homes on that site;

(b) at least 50 per cent of the occupiers of the mobile homes on that site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;

(d) subject to paragraph (c), membership is open to all occupiers who own a mobile home on that site;

(e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;

(f) it has a chair, secretary and treasurer who are elected by and from among the members;

(g) with the exception of administrative decisions taken by the chair, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and

(h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the court has so ordered.

(2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1)(b), each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

### **Interpretation**

**27.** In this Chapter—

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not

include amounts due in respect of gas, electricity, water, sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board;

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.”

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## **Part 3 - Express terms of the agreement**

This part of the written statement sets out other terms of the agreement which may be agreed between you and the site owner in addition to the implied terms.

### **1. Confirmation of gypsy or traveller status**

The sole or at least one of the joint occupiers under this pitch agreement confirms, by entering into this agreement, that they are a gypsy or a traveller within the definition made under the Housing Act 2004.

### **2. Joint occupiers**

Joint occupiers are jointly and severally liable to keep the terms of this agreement.

### **3. Your Obligations and responsibilities for use and behaviour of people living on the pitch and visiting the pitch and site**

The conditions of behaviour outlined in this agreement apply to you the occupier, and all other occupants and residents of the pitch and your visitors to the pitch and site. You are responsible for your behaviour and that of persons living with you or visiting the pitch and site.

### **4. Use of the pitch by the Occupier, and all other occupants and residents of the pitch and your visitors to the pitch**

- 4.1. To use the pitch for residential purposes as the Occupier's only or principal home and not to operate any business at the pitch that might cause a nuisance or annoyance to other persons in the locality.
- 4.2 Not to place (or allow) to remain more than one mobile home on a single pitch or two on a double pitch at any time without previously obtaining the Council's permission in writing.
- 4.3 That only the occupier and their authorised household may occupy the pitch. Not to take in any lodgers, relatives or friends on the pitch (except where the Council has given its prior written permission).
- 4.4 To give to the Council the full names of all persons residing on the pitch and obtain written agreement by the Council before you permit any other person to reside on the pitch for more than seven days. The permitted mobile home(s) are not to be overcrowded.
- 4.5 Not to block the pitch, site or local roadways so as to prevent access, and to keep pitches and car parking spaces, clear of unroadworthy



vehicles and other obstructions.

- 4.6 To make sure any mobile homes on the pitch are parked within the pitch boundary with its towbar or towing apparatus facing the pitch entrance in such a way that the mobile home may be removed quickly if a fire or other emergency occurs.
- 4.7 To keep not more than one vehicle on a single pitch or two vehicles on a double pitch, in addition to any mobile homes permitted under this agreement. Vehicles must not weigh more than 4.0 tons. You must only park cars and other vehicles on your pitch or in designated areas on the site.
- 4.8 You, and all other occupants and residents of the pitch and visitors to your pitch must not drive any vehicle on the site at more than 5 miles per hour and must exercise due care and attention in so doing.
- 4.9 Not to park any vehicle on the site which is without the required tax, MOT and insurance and not park any vehicle in a wrecked, derelict or dangerous or unroadworthy state on the site. The Council reserve the right to remove or dispose of vehicles which the Council considers to be abandoned, without the required tax, MOT, insurance, that are wrecked, derelict or dangerous or unroadworthy. The Council reserves the right to recover any removal and associated legal costs from those responsible for vehicles being on or arriving at the Site.
- 4.10 You must not allow any vehicle you are responsible for, own or are the registered keeper of to be lived in other than the designated mobile home permitted on the pitch.
- 4.11 You, and all other occupants and residents of the pitch and visitors to your pitch, may carry out occasional minor repairs to vehicles if:
- 4.11.1 it causes no nuisance, disturbance or risk to nearby occupants or to those residing in, visiting or going about their lawful activities in the locality.
  - 4.11.2 the area is left clean and tidy with no damage to the pitch or site
  - 4.11.3 it does not pollute any drainage or sewage system or the local environment (e.g. proper disposal of oil and paint)
  - 4.11.4 the work is not part of a business or trade being operated from the pitch, site, communal areas or land in the locality.
- 4.12 The pitch must be free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or damage.

- 4.13 You, and all other occupants and residents of the pitch and visitors to your pitch, must place all litter and household rubbish in the pitch wheelie bin/dustbin. You must ensure that rubbish and unwanted items from your pitch are disposed of in the proper way. You must not allow it to build up on the pitch. You must consult with the Council regarding the disposal of large items of household rubbish. You must not dump rubbish on your pitch, on the site or on the service road leading to the site. If any syringes or needles or other medical equipment are used by yourself or anyone living in or visiting the pitch, you must ensure that they are disposed of safely and not left where anyone in the locality, the Council's staff or Contractors may come into contact with them.
- 4.14 To use only the electrical hook-up point for electricity to the mobile home provided by the Council.
- 4.15 Not to use or connect any electricity leads out of the amenity block.
- 4.16 To keep all electrical installations and equipment on the pitch in a safe and suitable condition.

## **5. Fire Safety**

- 5.1 You, and all other occupants and residents of the pitch and visitors to your pitch must not tamper with any fire fighting equipment provided on site and must comply with all Fire Regulations and any additional Regulations which the Council may require from time-to-time.
- 5.2 You must provide an electrical installation within the mobile home and, when requested by the Council, produce at your expense to the Council within 28 days an Electrical Safety Certificate from an approved registered electrician employed by you. When requested by the Council as a result of any identified or emergency situation other than an electrical installation/fault to produce at your expense to the Council within 28 days any necessary certificate of compliance from an approved contractor employed by you.
- 5.3 You are responsible for providing and maintaining smoke alarms and fire extinguishers for use in or on the mobile home and the pitch.
- 5.4 You are responsible for insuring your mobile home and vehicles and all other property against fire and other risks.
- 5.5 You, and all other occupants and residents of the pitch and visitors to your pitch must ensure gas containers are placed outside your mobile home, in the open air or in a compartment in your mobile home specially designed for the storage of gas containers.
- 5.6 You, and all other occupants and residents of the pitch and visitors to

your pitch must not store petrol or other flammable materials on the site except in vehicle storage tanks

- 5.7 You, and all other occupants and residents of the pitch and visitors to your pitch must only have a fire in a proper grate inside a mobile home and must not have a bonfire or other fire anywhere else on a pitch or the rest of the site, without written permission from the council in advance.

## **6. Animals**

- 6.1 To get written consent in advance for any animal that you, the other occupants or residents of the pitch wish to keep on the pitch. Consent will not to be unreasonably refused.
- 6.2 If our written agreement to keep a dog is given, it will be on the condition that the dog is micro chipped and relevant owner details recorded and kept up to date. Where agreement is given to keep a dog it must have a collar and name tag, as required by law, with your name and address clearly marked. The dog must receive appropriate vaccinations from a vet and must not left unattended for long hours. The breeding of dogs is not permitted.
- 6.3 You, and all other occupants and residents of the pitch and visitors to your pitch must control their animals and not allow them to cause a nuisance or annoyance by excessive barking, other noise or aggressive behaviour. Animals must not be allowed to roam around other pitches or communal areas of the site or within the locality and that any faeces are properly disposed of especially where children are likely to play. Animals should be properly housed and restrained on the pitch.
- 6.4 You, and all other occupants and residents of the pitch and visitors to your pitch must not feed any pigeons on the site or in the locality of the pitch.

## **7. Nuisance and antisocial behaviour**

- 7.1 The conditions of this section apply to you and all other occupants and residents of the pitch and your visitors to the pitch and site. You are responsible for your behaviour and the behaviour of all other occupants and residents of the pitch and your visitors on the pitch, site, the Councils other traveller sites and in the locality.
- 7.1.1 You shall act in a reasonable manner and must not do anything which in our reasonable opinion causes nuisance, annoyance, offence, distress or alarm to other residents or visitors or damage any property or possession belonging to us or our residents and their visitors.
- 7.1.2 You and anyone acting on your behalf must act in a

reasonable manner towards our employees and agents and must not threaten, abuse or assault staff carrying out their duties in relation to the pitch or site or as a consequence of their employment with us, whether in working hours or outside working hours and whether or not at or in the locality of the site.

- 7.1.3 You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, race, sex, gender reassignment, pregnancy or because of breastfeeding, sexual orientation, religion or beliefs, age or disability.
- 7.1.4 You must keep noise, including the use of television, playing of amplified music, musical instruments, or otherwise howsoever caused, to a reasonable level within the pitch, mobile home and from motor vehicles.
- 7.1.5 You must not hold or permit to be held any excessively noisy party or pay party at the site nor advertise or permit to be advertised such a party.
- 7.1.6 You must not use or threaten to use violence against any other person lawfully allowed to live on the site so that they may be or are prevented from continuing to live peaceably on the site.
- 7.2 The Council may take legal action to stop you, people living on the pitch or visitors behaving in an antisocial way. This includes taking legal action to obtain an injunction, antisocial behaviour order or any other similar or alternative provision / remedy or evicting you from the pitch.

## **8. Payment arrangements**

You will use one of the payment arrangements offered by the Council to pay the pitch fee.

## **9. Repairs, improvements and general**

- 9.1 To report to the Council promptly any disrepair or defect for which the Council is responsible on the pitch or site.
- 9.2 The occupier must make good any damage to the site caused by you, other occupants, residents of the pitch or your visitors to the pitch and site, fair wear and tear excepted, failing which to pay any costs reasonably incurred by the owner in carrying out such works in default.
- 9.3 You must not make any alterations, additions, replacement or

improvements to the pitch without the Council's written agreement and any necessary planning consents. This includes the erection of satellite dishes and/or aerials. (The Council will not unreasonably refuse permission.)

- 9.4 You must not erect or add any structures or mobile homes on your pitch or anywhere else on the site without getting the written permission of the Council which will not be unreasonably withheld.

## **10. Temporary absence from your pitch**

- 10.1 You shall not be absent from your pitch for a continuous period of more than six weeks without first notifying us and not more than a total of ten weeks in any twelve month period. The Council will only permit a temporary absence of more than 6 weeks if you apply in writing to request that your pitch be reserved for your return and you meet any reasonable conditions the Council imposes in accordance with its policy adopted from time to time.
- 10.2 The Council may request that all charges payable by you for the period that you are away are paid in advance.
- 10.3 If you are absent from the pitch in breach of 10.1, the Council may take action to terminate your agreement.

## **11. The Occupier ending this agreement and moving off the pitch**

- 11.1 That you will remove all mobile homes, vehicles, personal belongings, any animals and any other property you own from the pitch and amenity block and leave it in a clean and tidy condition, removing any rubbish or unwanted items.
- 11.2 That if any mobile homes, vehicles, personal belongings, any animals and any other property on the pitch is not cleared by you within 28 days of the Council entering the pitch following termination of this Pitch Agreement, unless otherwise agreed, the Council shall be entitled to remove, sell or destroy the mobile home and any other belongings on the pitch. That any proceeds from sale shall be returned to you after the deduction of any arrears owing to the council, and the costs of removal, storage and sale. That if the proceeds of sale are insufficient to cover any arrears or costs incurred by the Council, the Council shall be entitled to recover the balance from you.
- 11.3 You are to leave a forwarding address after leaving the pitch.

## **12. Exchanging pitches within Southwark Council Traveller Sites**

- 12.1 You and the person you want to exchange with will have to fill in an application form and discuss your request with the officer managing

travellers' sites.

12.2 The following conditions apply to exchanges.

12.2.1 You must pay any money you owe us before the exchange takes place.

12.2.1 You (and the other person you want to exchange with) must not have broken your agreement, or be under investigation for breaking it.

12.3 The officer managing travellers' sites will make a decision on the exchange within 42 days of you asking for an exchange. This decision must be approved by a housing manager.

12.4 As when offering any pitch, the officer managing travellers' sites will take into account the general good management of the site when looking at a request to exchange pitches.

### **13 Succession**

The Mobile Homes Act 1983 provides that if the occupier dies then their spouse, or another member of their family living with them when they die, will inherit the agreement to live in the mobile home on the pitch. You must have informed us that family members are living with you (see 4.4 of the Express Terms of the Agreement).

### **14. Accessing Information**

14.1 We must allow you on request to see information that is kept on our housing file about you, your household or the pitch (including any application which you have made for re-housing and documents in our possession relating to the site where the pitch is situated) except the following information:

14.1.1 Personal information that identifies other people who have not agreed to the disclosure of their personal data and where, on balance, it appears wrong to provide it unless it is reasonable in all the circumstances to disclose the information without their agreement, for example medical information and casework reports from social workers and welfare officers, complaints from other occupiers and neighbours or comments by housing staff,

14.1.2 Personal information the disclosure of which might cause serious harm to you or some other individual for example another member of your household,

14.1.3 Personal information the disclosure of which would or

would be likely to prejudice an investigation into the behaviour or activities of the occupier for example if the investigation is likely to involve the police; if it may lead to the creation of an Anti-Social Behaviour Order; or if it is in connection with eviction proceedings, or

- 14.1.4 Personal information the disclosure of which might prejudice the prevention and detection of crime, the prosecution or apprehension of offenders or the assessment or collection of any tax or duty. The information we are able to give you will be provided on payment of a fee of £10 and your request will be dealt with promptly and in any case within 40 days.
- 14.2 If we fail to provide the information within 40 days you have the right to refer the matter to us under the Council's complaints procedure. If the matter is not resolved you will be advised of your right of appeal to the Information Commissioner.
- 14.3 If you believe that any of the factual information held about you is inaccurate you are entitled to request it be corrected or erased. You should explain what information you consider to be inaccurate and, if appropriate, provide a written statement of the correct information to us. This written statement should be annexed to the file. We will consider your request within 28 days of receipt of the same. Should we fail to respond to you within that 28 days timescale you may refer the dispute to us under the Council's complaints procedure.
- 14.4 If we agree to correct or erase part of your personal information you will be informed what changes have been made. If we believe the information is correct and are unable to agree the changes that have been requested we will again inform you. Where we do not agree to the changes you may refer the dispute to us under the Council's complaints procedure. If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.

## 15. Notices

- 15.1 If the Council wishes to serve any Notice in respect of this Agreement, the Council can do this by:-
- 15.1.1 giving it to you or any of the joint occupiers (it is not necessary for the Council to give a copy to each of the occupiers); or
- 15.1.2 delivering it to your mobile home; or
- 15.1.3 affixing it to your mobile home or placing it anywhere on your pitch; or

15.1.4 sending it to your last known address or the last known address of any of the joint occupiers. It is not necessary for the Council to send a copy to each of the joint occupiers.

15.2 If the occupier wishes to serve any Notice in respect of this agreement, this shall be deemed properly served if put in writing and sent to the owner's current designated address.

Designated address of the owner:

Gypsy and Traveller Site Management  
Southwark Council  
160 Tooley Street  
London SE1 2QH

15.3 The Council will advise in writing of any changes to this address.

## **16. Mains Services**

16.1 The Council will use its reasonable endeavours to keep in good repair and proper working order installations for supplying water and electric but shall not be responsible for the acts or omissions of the occupiers, their families and visitors.

## **17. Liability in respect of your property**

The Council accepts no responsibility or liability in respect of any mobile homes or personal belongings or other items brought onto the site and/or pitch unless the loss or damage is caused by deliberate acts or negligent omissions of the Council or its employees.

## **18. Charges to remedy breach**

The Council is entitled to charge the occupier for the cost of remedying any breach of a condition of this agreement.

## **19. Variation of terms**

The express terms of this pitch agreement can be varied by joint agreement between the occupier and the Council.



## Appendix 1

### List of Definitions

Animal	Includes mammals (e.g. horses, dogs, cats, rabbits) birds, reptiles, fish, insects, spiders and amphibians.
Breach	The breaking of a term of your pitch agreement. This can, in serious cases, lead to the loss of your pitch.
Charge	The cost to the Council of carrying out any works including interest on late payments, an administration charge, Value Added Tax and court costs.
Communal areas	Parts of the site which all residents can use.
Council (as in "the Council")	Southwark Council.
Evict/eviction	If you have been ordered by the court to give the pitch back to the Council and you do not leave the Council will ask the court bailiff to remove you (evict you) from the pitch. This is called eviction.
Injunction	An Order of the court preventing someone from doing certain things or making or allowing someone to do specified things.
Locality	Everything, including all land, houses, shops and roads, within a reasonable distance of the site and where appropriate the locality of other Southwark Council traveller sites.
Mobile home / caravan	<p>A structure designed or adapted for human habitation which—</p> <p>(1) is composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and</p> <p>(2) is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer)</p> <p>(3) does not exceed any of the following limits, namely—</p> <p>(a) length (exclusive of any drawbar): 65.616 feet (20 metres);</p> <p>(b) width: 23.309 feet (6.8 metres);</p> <p>(c) overall height of living accommodation (measured internally from the floor at the lowest level to the ceiling at the highest level): 10.006 feet (3.05 metres).</p>

Occupier(s)	The person (or people, if a joint agreement) with whom the pitch agreement is made, and who are responsible under it for their family, friends and visitors to the pitch or site.
Permission	A letter from the Council allowing you to do certain things.
Possession/ Possession Proceedings/ Repossession	The legal work and process used when the Council asks the court to take the pitch away from you.
Pitch (often called "plot")	The area of land contained within a perimeter fence which includes a hardstanding and an amenity block.
Us/We/Our	Southwark Council (and any specified part of that council)
Vehicle	A car, bus, lorry, van, motorhome, boat, motorbike, moped or similar.
You	The occupier and, in the case of joint occupiers, one or all of the joint occupiers.
The Site	The entire grounds of ..... (name of) Site
Washroom/Amenity Block	The brick-build structure located within the confines of each pitch

## Appendix 2

### Schedules

#### SCHEDULE OF AUTHORISED HOUSEHOLD

Full Name	Relationship to the occupier	Date of birth

#### SCHEDULE OF AUTHORISED ANIMALS / PETS

Animal type	Breed / type	Description

I have read/I have had explained to me the conditions for the ..... Council traveller residential site and my pitch and I understand them and agree to abide by them. I also understand that if I give any false information to the Council or do not give the Council the names of any persons who are to occupy my pitch, the Council may take action to terminate this agreement.

I ..... agree to the terms and conditions set out in this agreement

Signed .....

Dated .....

Signed .....

Dated .....

In the presence of .....

Occupation/Job Title (if any) .....

Address: .....

For the Mayor and Burgess of London Borough of Southwark



# Equality analysis template 2012

### Things to remember:

Under the Public Sector Equality Duty (PSED) public authorities are required to have due regard to the aims of the general equality duty when making decisions and when setting policies. Understanding the affect of your policies and practices on people with different protected characteristics is an important part of complying with the general equality duty.

Under the PSED the Council must ensure that:

- Decision-makers are aware of the general equality duty's requirements.
- The general equality duty is complied with before and at the time a particular policy is under consideration and when a decision is taken.
- They consciously consider the need to do the things set out in the aims of the general equality duty as an integral part of the decision-making process.
- They have sufficient information to understand the effects of the policy, or the way a function is carried out, on the aims set out in the general equality duty.
- They review policies or decisions, for example, if the make-up of service users changes, as the general equality duty is a continuing duty.
- They take responsibility for complying with the general equality duty in relation to all their relevant functions. Responsibility cannot be delegated to external organisations that are carrying out public functions on their behalf.
- They consciously consider the need to do the things set out in the aims of the general equality duty not only when a policy is developed and decided upon, but when it is being implemented.

Best practice guidance from the EHRC recommends that public bodies:

- Consider all the [protected characteristics](#) and all aims of the general equality duty (apart from in relation to marriage and civil partnership, where only the discrimination aim applies).
- Use equality analysis to inform policy as it develops to avoid unnecessary additional activity.
- Focus on the understanding the effects of a policy on equality and any actions needed as a result, not the production of a document.
- Consider how the time and effort involved should relate to the importance of the policy to equality.
- Think about steps to advance equality and good relations as well as eliminate discrimination.
- Use good evidence. Where it isn't available, take steps to gather it. **As before where practical & proportionate.**
- Use insights from engagement with employees, service users and others can help provide evidence for equality analysis.

Equality analysis should be referenced in equality impact statements in Council reports. Community impact statements are a corporate requirement in all reports to the following meetings: the cabinet, individual decision makers, scrutiny, regulatory committees and community councils.

Community impact statements enable decision makers to identify more easily how a decision might affect different communities in Southwark and to consider any implications for equality and diversity. It be referenced in community impact statements in Council reports.

The public will be able to view and scrutinise any equality analysis undertaken. Equality analysis should be written in a clear and transparent way using plain English. It may be published under the Council's publishing of equality information, or if part of a business plan, requested by the public under the Council's Publications Scheme.

Equality analysis should be reviewed after a sensible period of time to see if the affects you expected have occurred. If not then you will need to consider amending your policy accordingly. This does not mean repeating the equality analysis, but using the experience gained through implementation to check the findings and to make any necessary adjustments.

Equality Analysis will not need to go to an Equality and Diversity Panel for feedback, as under the old Equalities and Human Rights Scheme. Community engagement is recommended as part of the development of equality analysis and the Council's Community Engagement Division and FEHRS can assist with this (see section below on community engagement). [www.southwarkadvice.org.uk](http://www.southwarkadvice.org.uk)

## Section 2: Equality analysis details

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<b>Proposed policy/decision/business plan to which this equality analysis relates</b>		- New Travellers Agreement			
<b>Equality analysis author</b>		Richard George, Service Development Officer			
<b>Strategic Director:</b>		Gerri Scott, Strategic Director of Housing Services			
<b>Department</b>		Housing Services	<b>Division</b>		Community Housing
<b>Period analysis undertaken</b>		April 2012			
<b>Date of review (if applicable)</b>		N/A			
<b>Sign-off</b>	Neil Brown	<b>Position</b>	Head of Housing Services	<b>Date</b>	

## Section 1: Brief description of policy/decision/business plan

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### 1.1 Brief description of policy/decision/business plan

1. Through the commencement on the 30<sup>th</sup> April 2011 of Section 318 of the *Housing and Regeneration Act 2008* the *Mobile Homes Act 1983* ("the Act") applied to local authority gypsy and traveller sites.
2. The provisions of the Act prescribe the form for all new pitch agreements. This means that the Council needs to finalise a new agreement in accordance with the Act to enable it to let new pitches. The Act further provides that any new proposed occupier must receive the new agreements at least 28 days prior to sign up. Until the new form of agreement is in place the Council cannot let any pitches.
3. Gypsy & travellers is a specialist area and the development of an accurate, comprehensive and enforceable agreement is vital as once the new agreement is entered into the terms & conditions cannot be varied (even as to rent) without the specific agreement of the parties. Any clarifications or issues must be dealt with on application to the Property Tribunal. Counsel's advice on the content of a model agreement has therefore been considered and included.
4. A new agreement has been prepared by the business improvement unit in conjunction with legal services and area management who manage the sites. The new agreement was developed from a national draft developed in conjunction with a network of county councils and other authorities.



## Section 2: Overview of service users and key stakeholders consulted

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2. Service users and stakeholders	
<b>Key users of the department or service</b>	Jeffery, Paul, Travellers Officer Akinsola, Olayinka, Resident Services Manager
<b>Key stakeholders were/are involved in this policy/decision/business plan</b>	Sarah Scott, Senior Lawyer Legal Counsel Southwark Gypsies and Travellers on existing sites and those on the waiting list Southwark Travellers Action Group

## Section 3: Pre-implementation equality analysis

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This section considers the potential impact (positive and negative) of proposals on the key 'protected characteristics' in the Equality Act 2010 and Human Rights, the equality information on which above analysis is based and mitigating actions to be taken.

<b>Age</b> - Where this is referred to, it refers to a person belonging to a particular age (e.g. 32 year olds) or range of ages (e.g. 18 - 30 year olds).
<b>Potential impacts (positive and negative) of proposed policy/decision/business plan</b>
<p>The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy.</p> <p>The agreement in itself would have no negative impacts in terms of age.</p> <p>The agreement says <i>you must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, <b>age</b> or disability.</i></p> <p>The agreement reinforces that discrimination should not take place due to age.</p>
<b>Equality information on which above analysis is based</b>
Information is based on officer knowledge of the travellers currently occupying Southwark's sites as we do not hold age details of all the current occupants and those wanting to apply for pitches.

<b>Mitigating actions to be taken</b>
None.

<b>Disability</b> - A person has a disability if s/he has a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.
<b>Possible impacts (positive and negative) of proposed policy/decision/business plan</b>
<p>The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy.</p> <p>The agreement says <i>you must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, age or <b>disability</b>.</i></p> <p>The agreement reinforces that discrimination should not take place due to a disability.</p> <p>Some disabled occupants could potentially fail to keep some of the obligations of the agreement due to the nature of their disability.</p>
<b>Equality information on which above analysis is based</b>
<p>The information is based on external information and officer knowledge of the travellers currently occupying Southwark's sites as we do not hold specific information on occupants' disabilities. The Disability Rights Commission estimates that one in five adults will have a disability, so approximately nine of the occupiers on the site would be expected to have a disability assuming they are not joint agreements.</p>
<b>Mitigating actions to be taken</b>
<p>The traveller's officer is to ensure that residents understand the obligations of the agreement at sign up. The traveller's officer will need to signpost to appropriate support agencies and work with other services to ensure that adequate support is provided where appropriate to make sure that disabled residents are able to keep the obligations of the agreement.</p>

<b>Gender reassignment</b> - The process of transitioning from one gender to another.
<b>Possible impacts (positive and negative) of proposed policy/decision/business plan</b>
<p>The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy.</p>

The draft agreement is not clear that residents should not *discriminate, intimidate, harass or abuse anyone because* of gender reassignment and therefore not clearly promoting non discriminatory behaviours, making it harder to take action in terms of the agreement where discriminatory behaviour takes place.

**Equality information on which above analysis is based.**

Gender reassignment is becoming increasingly common but it still a relatively small number of the UK population. However, we recognise that the agreement should ensure that it has a positive impact on residents who have or are going through gender reassignment. We do not currently hold information on gender reassignment so this analysis is based on officer knowledge of the travellers currently occupying Southwark's sites.

**Mitigating actions to be taken**

The agreement should be amended to make it clear that residents should not *discriminate, intimidate, harass or abuse anyone because of **gender reassignment***.

**Marriage and civil partnership** - Marriage is defined as a 'union between a man and a woman'. Same-sex couples can have their relationships legally recognised as 'civil partnerships'. Civil partners must be treated the same as married couples on a wide range of legal matters. **(Only to be considered in respect to the need to eliminate discrimination.)**

**Possible impacts (positive and negative) of proposed policy/decision/business plan**

The agreement has no impact on marriage and civil partnership, as grounds for signing up and the basis are not contained within the agreement (joint occupants are allowed and do not discriminate in terms of marriage or civil partnership). The grounds for succession are contained in law under the mobile homes act.

**Equality information on which above analysis is based**

We hold limited information on marital or civil partnership status so officer knowledge of the travellers currently occupying Southwark's sites was used for the analysis.

**Mitigating actions to be taken**

None.

**Pregnancy and maternity** - Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

**Possible impacts (positive and negative) of proposed policy/decision/business plan**

The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy.

The draft agreement is not clear that residents should not *discriminate, intimidate, harass or abuse anyone because* of pregnancy and maternity and therefore not clearly promoting non discriminatory behaviours, making it harder to take action in terms of the agreement where discriminatory behaviour takes place.

**Equality information on which above analysis is based**

We do not hold details on pregnancy and maternity on our travellers' sites. Information is based on officer knowledge of the travellers currently occupying Southwark's sites.

**Mitigating actions to be taken**

The agreement should be amended to make it clear that residents should not *discriminate, intimidate, harass or abuse anyone because* of pregnancy or because of breastfeeding.

**Race** - Refers to the protected characteristic of Race. It refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.

**Possible impacts (positive and negative) of proposed policy/decision/business plan**

Romany Gypsies and Irish Travellers are recognised as having a protected characteristic under the Equality Act 2010. In accordance with section 149 of the Equality Act 2010, the council has had due regard to the needs of these protected groups in formulating the new traveller site policy. The agreement applies only to council traveller sites and any applicant must confirm that they are part of the travelling community to be considered for a pitch under the allocations policy.

The agreement requires that:

*The sole or at least one of the joint occupiers under this pitch agreement confirms, by entering into this agreement, that they are a gypsy or a traveller within the definition made under the Housing Act 2004.* This gives protection for the pitches to be used for gypsies and travellers.

The sites are currently divided on racial grounds and are really seen as family sites. There is

a potential that travellers placed in different traveller groups under the allocations policy groups may be at risk. This risk is assessed under the allocations policy. However the new agreement has a positive impact in managing any discrimination that takes place.

*You must not discriminate, intimidate, harass or abuse anyone because of their **ethnic background**.*

*You must not use or threaten to use violence against any other person lawfully allowed to live on the site so that they may be or are prevented from continuing to live peaceably on the site.*

#### **Equality information on which above analysis is based**

Race Relations Case Law recognises English Romany Gypsies, and Irish Travellers as ethnic minorities. Two of the sites are currently Irish Travellers with one site at Ilderton with one side of English travellers and the other Irish travellers. This is based on officer knowledge of the sites. Romany Gypsies and Irish Travellers are recognised as having a protected characteristic under the Equality Act 2010.

#### **Mitigating actions to be taken**

The agreement is not currently clear that it means RACE, so this should be added to the reasons to align the agreement to the protected characteristic.

In terms of the agreement there is no further mitigating actions. However, area housing staff in line with the requirements of the allocations policy will need to fully assess the risks when allocating pitches and take action allowed through the agreement where racial discrimination takes place. Under the allocations policy risk assessments are required where violence or discrimination is a perceived risk.

**Religion and belief** - Religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.

#### **Possible impacts (positive and negative) of proposed policy/decision/business plan**

The agreement has a positive impact as it makes it clear that discrimination should not take place on religious grounds.

*You must not discriminate, intimidate, harass or abuse anyone because of their **religious beliefs***

#### **Equality information on which above analysis is based**

The council does not hold information on the religion of the travellers. Information is based on officer knowledge of the travellers currently occupying Southwark's sites.
<b>Mitigating actions to be taken</b>
None.

<b>Sex</b> - A man or a woman.
<b>Possible impacts (positive and negative) of proposed policy/decision/business plan</b>
<p>The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy. Men and woman are both equally able to apply and therefore the agreement would apply equally to them both.</p> <p>The new agreement has a positive impact in managing any discrimination that takes place.</p> <p><i>You must not discriminate, intimidate, harass or abuse anyone because of their <b>sex</b>.</i></p>
<b>Equality information on which above analysis is based</b>
The Women and Equality Unit estimate that 51% of the population are female and 49% are male. The sites have women, men and joint occupiers with whom we hold agreements.
<b>Mitigating actions to be taken</b>
None.

<b>Sexual orientation</b> - Whether a person's sexual attraction is towards their own sex, the opposite sex or to both sexes
<b>Possible impacts (positive and negative) of proposed policy/decision/business plan</b>
The agreement would apply to all travellers applying for pitches on Southwark Council sites allocated in accordance with the allocations policy regardless of their sexual orientation.

<p>The new agreement has a positive impact in managing any discrimination that takes place.</p> <p><i>You must not discriminate, intimidate, harass or abuse anyone because of their sexuality.</i></p>
<p><b>Equality information on which above analysis is based</b></p>
<p>The council does not hold information on the sexual orientation of the travellers. Over half (51 per cent) of gay men, 61 per cent of lesbians and a quarter (25 per cent) of bisexual people felt that they had experienced disadvantage as a result of their sexual Orientation. Equalities and human right commission online survey 2009.</p>
<p><b>Mitigating actions to be taken</b></p>
<p>The agreement currently says <i>you must not discriminate, intimidate, harass or abuse anyone because of their sexuality</i>, this will be changed to sexual orientation to align the agreement to the protected characteristics.</p>

<p><b>Human Rights</b></p>
<p><b>Possible impacts (positive and negative) of proposed policy/decision/business plan</b></p>
<p>The agreement gives residents a security of tenure afforded under the mobile homes act as it applies to council travellers sites. This gives travellers an increased security from licences that were previously used by Southwark and is more in line with security given to tenants.</p> <p>The council is also under a duty through the Human Rights Act 1998 to 'facilitate the gypsy way of life' in relation to ethnic gypsies. By providing security in the agreement the council helps facilitate this way of life.</p> <p>The council takes its responsibilities seriously and also recognises that Romany Gypsies and Irish Travellers are ethnic minorities that experience poor social outcomes and discrimination. It, therefore, wants changes to policy in relation to these groups to promote equality and reduce discrimination.</p> <p>Many of terms of this agreement bring parity with other tenants of the council both in terms of rights and behaviours expected in the express terms of the agreement.</p> <p>The agreement stipulates that:  <i>You shall not be absent from your pitch for a continuous period of more than six weeks without first notifying us and not more than a total of ten weeks in any twelve month period. The Council will only permit a temporary absence of more than 6 weeks if you apply in writing to request that your pitch be reserved for your return and you meet any reasonable conditions the Council imposes in accordance with its policy adopted from time to time.</i></p> <p>Whilst the council has a responsibility to 'facilitate the gypsy way of life' it must also ensure that the pitches are well utilised. The Department for Communities and Local Government Gypsy and Traveller Site Management Good Practice Guide (July 2009) recommends that periods of short-term absence from a pitch e.g. for seasonal work or holidays, should be permitted within the agreement. The maximum period is at the landlord's discretion but they recommend a period of less than eight weeks is likely to be unduly restrictive.</p>

<b>Equality information on which above analysis is based</b>
This new agreements are in response to the European Court of Human Rights (ECtHR) judgment in the case of Connors v United Kingdom in 2004 that the lack of procedural safeguards to eviction on local authority Gypsy and Traveller sites breached article 8 of the Convention (right to respect for private, family and home life).
<b>Mitigating actions to be taken</b>
None, the agreement allows for a security for travellers as directed in case law and later in statute.

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### Section 3: Further actions and objectives

5. Further actions			
Based on the initial analysis above, please detail the key areas identified as requiring more detailed analysis or key mitigating actions.			
Number	Description of Issue	Action	Timeframe
1	It is not clear under the agreement that occupiers should not <i>discriminate, intimidate, harass or abuse</i> for all of the protected characteristics.	Change term in the agreement so that it is clear that residents should not <i>discriminate, intimidate, harass or abuse</i> for all of the protected characteristics.	Completed prior to the report going for a decision.
2	Area housing staff in line with the requirements of the allocations policy will need to fully assess the risks when allocating pitches and take action allowed by the agreement where discrimination, intimidation, harassment or abuse takes place.	Under the allocations policy risk assessments are required where a risk of violence or discrimination is a perceived risk.	As and when necessary.
3	Some disabled occupants could potentially fail to keep some of the obligations of the agreement due to the nature of their disability.	The traveller officer is to ensure that residents understand the obligations of the agreement at sign up. The traveller officer will need to signpost to appropriate support agencies and work with other services to ensure that adequate support is provided where appropriate to ensure that disabled residents are able to keep the obligations of the agreement.	As and when necessary.
4			
5			
6			
7			

<b>5. Equality objectives (for business plans)</b>					
Based on the initial analysis above, please detail any equality objectives that you will set for your department/service.					
<b>Not applicable as the EQIA only covers a new agreement and not a service.</b>					
			Targets		
Objective	Lead officer	Current performance (baseline)	2012/13	2013/14	2014/15

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<b>Item No:</b>	<b>Classification:</b> Open	<b>Date:</b> 3 December 2012	<b>Meeting Name:</b> Overview and Scrutiny Committee
<b>Report Title:</b>		Briefing on customer services contract exit and plans for future in-house service delivery	
<b>Ward(s) or Group affected:</b>		All	
<b>From:</b>		Strategic Director of Housing & Community Services	

### Background

1. On 23 November 2004, the council let a 10 year contract with Pearson Government Solutions (later taken over by Vangent) for the provision of customer services to run from 31 May 2005 to 30 May 2015. These include the provision of a telephone Customer Service Centre (CSC), the delivery of the services in the council's three One Stop Shops (OSSs), an e-mail response service, translation services and associated functions including a fulfilment service and complaints receipt service.
2. A change of ownership of Vangent in October 2012 provided the council with an opportunity to reconsider the way it wanted to deliver customer services in the future. A contract clause allowed the council to terminate the contract and agree a period of transition to in-house control. .
3. At the time of the change of ownership, the council had already embarked upon discussions with Vangent aimed at improved service delivery and a reduction in costs. Discussions were also taking place with members and officers about the future delivery of customer services in Southwark.
4. Following these discussions a report to Cabinet on 15 May 2012 sought delegation to the Strategic Director of Housing and Community Services to agree the terms of the Deed of Variation to the current contract on or before 31 May 2012 with a view to securing transition of the services on 1 June 2013, some two years earlier than the contract end date. The Cabinet agreed this recommendation and on 31 May 2012, agreement was reached with Vangent on the Deed of Variation to the current contract, which was formally signed by both parties the following day.
5. The leader of the council said of the decision, "our vision for customer services is to treat every resident as a valued member of the family and we believe that having responsibility for service delivery will help us to achieve this more quickly. We believe this is the right course of action to take if we are to deliver a new approach to customer service that also delivers value for money in the current tough economic climate".
6. The delivery of services in-house was considered to be the best option as it meets the council's timescales and enables the council to have ongoing control over the quality and effective delivery of customer service to the borough's residents. The council intends to improve the skills of those delivering customer services and exploit new technologies to provide better services whilst achieving economies at the same time. The service will also develop a new relationship with back offices and customers to ensure that the needs of both are being met.

### **Contract Exit**

7. A governance programme has been put in place to oversee the exit of the contract with Vangent. An exit Board has been established chaired by the Director of Housing and Community Services and attended by the Managing Director of Vangent. The board has oversight of the exit programme and exit working group. The board will also seek to resolve disputes between Vangent staff and council officers where they may arise. The board also monitors performance of the existing contract which Vangent will continue to deliver through to the end of May 2013.
8. The contract exit working group meets each Tuesday afternoon to progress the work identified in the exit plan. The meetings are chaired by the Head of Customer Experience and include representatives from the council and Vangent. The meetings receive regular updates from leads on the IT and HR workstreams, from Vangent and the council, as it is recognised that these are two of the more problematic and resource intensive areas of work.
9. The exit working group monitors the TUPE transfer list of those staff likely to transfer to Southwark at the end of the contract. Any personnel changes at Vangent and amendments to staff terms and conditions are communicated to the council. It is also agreed that Vangent will seek the council's permission before recruiting any new staff. This helps the council keep abreast of its likely future liabilities.
10. An important part of the work of the exit working group is to oversee the due diligence work identified in the exit plan. That is, the transfer of documentation, processes and procedures to the council on how specific services are delivered. This process is due to complete by the end of this year.

### **Transition Programme**

11. A Customer Services Transition programme has been established bringing together expertise from across the council to manage the transition of services between now and 31<sup>st</sup> May. This includes a number of workstreams including business transition, HR, IT and accommodation and includes the work to establish a new consolidated call centre in Queens Road.
12. The programme also keeps a close eye on finance; maintaining a budget of the spend associated with the project and creating a budget which meets the council's service needs after service transition.
13. Both the exit and transition programmes have additional professional oversight from Ernst & Young who provide invaluable advice on the commercial activities in the exit and transition.
14. A Customer Services Transition Programme has also been created to oversee the progress of each of the workstreams of the transition programme and to review progress against key milestones. The board is chaired by the Director of Housing and Community Services and includes senior officers with responsibility for each workstream.

### **Business as Usual**

15. In addition to the contract exit and service migration activities, the work of the day to day activities of delivering customer services at the one stop shops and the CSC plus responses to complaints and emails continues. Customer Experience retains a Client Team for the purpose of monitoring the contract and working to achieve continuous improvement. The Client Team will be disbanded next year as a consequence of terminating the contract.
16. Contract monitoring has been challenging of late as performance has declined since the summer, especially in call handling for responsive repairs. The reasons for these are many including building evacuations at the Cotton Centre and slow recruitment of staff. The migration of the repairs contract from Morrison to Mears at the beginning of October also contributed to a significant uplift in calls.
17. The council takes an active role seeking to find solutions to these difficulties. This includes working with council colleagues to improve processes for customers and the short term funding of additional resources to help overcome extraordinary peaks in service demand.
18. The contract Partnership Board continues to meet on a monthly basis to discuss performance and service improvement and plan for responding to changes in forecast demand. The Board comprises senior Vangent staff and council staff and service representatives for those services delivered in the CSC and/or the One Stop Shops.

### **Risks**

19. The contract exit and transition programmes are generally working well and project plan milestones are being met. The council continues to maintain a constructive working relationship with Vangent which can only be good for the exit and the delivery of customer services between now and the end of the contract. This may get tested however as we get nearer to the contract cessation date and the Vangent team's attention is diverted elsewhere.
20. Many of the major deliverables for the programmes are due in the last quarter of the contract; between March and May 2013. These include the delivery of the new contact centre at Queens Road, the new telephony platform and a replacement CRM. The large majority of staff due to transfer to the council under TUPE rules will take place on the final day of the contract, 31<sup>st</sup> May 2013, a Friday. The council plans to have discussions about how the staff transfer process might be smoothed out and management control of the service transfers.

### **Milestones achieved so far**

21. Although the service transfer isn't due to take place until the end of May 2013, a number of transition activities have already successfully taken place.
22. Vangent had sub-contractors Liberata assisting in the delivery of customer services. Specifically, Liberata have responsibility of the delivery of the One Stop Shops and the Revenues and Benefits telephone services in the CSC. The council potentially found itself in a position of terminating the contract with Vangent two years early, but maintaining a contractual relationship with their

contractor, Liberata. The council has now successfully negotiated a similar contract exit with Liberata so that the services delivered by them and the staff associated with those functions will also transfer to the council on 1<sup>st</sup> June 2013.

23. Vangent were keen to sever their relationship with Liberata and the council assumed direct responsibility for the monitoring of that contract on 1<sup>st</sup> September 2012. Appropriate contract monitoring measures have been put in place and the council has a good working relationship with Liberata staff delivering services on behalf of Southwark.
24. The One Stop Shops were staffed by a combination of Liberata staff and Vangent staff. As the Liberata contract transferred to the council on 1<sup>st</sup> September 2012, Vangent were also keen to relinquish their involvement at the One Stop Shops. A TUPE transfer of Vangent staff working in the One Stop Shops therefore was also negotiated and 25 staff were successfully transferred to the council on 1<sup>st</sup> September 2012.
25. A small number of key staff have been recruited to the Client team equipped with the skills and experience necessary to ensure the smooth transition of the customer services functions to the council's control. This includes personnel experienced in the delivery of high volume telephone services who will be invaluable to the creation of the in-house services.
26. The Fulfilment Team currently located at BOSS will need to relocate as a result of the closure of that service. The team delivers post receipting, scanning, and follow up works on behalf of a number of different council services, in particular the concessionary travel team – dealing with Blue Badges and Freedom Passes. This presented an opportunity to bring this service into the council and assume greater control over the function. That service transferred into Tooley Street on 19<sup>th</sup> November 2012, although the staff will continue to be employed by Vangent through to the end of May 2013.
27. Vangent provided an outbound telephone survey service, which involves telephoning housing repairs customers to seek their opinion of the repairs service they had recently requested. The council has recently introduced an electronic version of the survey for customers who have provided an email address. The outbound call surveyors are therefore being supplemented by the electronic surveys. These staff have also relocated to Tooley Street and greater control of their activities has been assumed. In addition to the survey, they are now assisting to resolve customer issues and are adding value to the function.

### **Market Place**

28. The decision to dispose of the site on which the Bermondsey One Stop Shop (BOSS) sits was taken in September 2009. The site was subsequently sold to Notting Hill Housing for Development and the provision of affordable housing. The council is contractually obliged to provide vacant possession of the site to Notting Hill Housing by 31<sup>st</sup> December 2012 at the latest.
29. Members were keen to ensure that face to face service delivery was maintained for residents living in the Bermondsey area. After a search of suitable alternative accommodation, the decision was made to acquire shop front premises at 11 Market Place, The Blue. Contractors are on site refurbishing the premises and are due to have handed it over to the council at the end of November (after this

paper was written). As part of the fit out of the service, much of the furniture and equipment at BOSS will be recycled and re-used at Market Place.

30. The new service will provide five customer service points, one private service point for confidential interviews and three self service points on the ground floor. On the first floor there will be staff facilities for Service Point staff and others, meaning that the whole of the ground floor will be given over to customer service delivery.
31. Market Place Service Point will offer a new type of face to face service with the emphasis on self-service and assisted self-service. Customers who need to spend some time talking to a customer services advisor will be encouraged to make an appointment. This will help staff prepare for the interview and assist with the management of customer footfall at the Service Point. In keeping with the new type of service, the service will be rebranded as *My Southwark Service Point*.
32. Following the handover of the premises, testing will take place to ensure all of the services, IT, telephony are working as anticipated. The new service is due to open on or around 18<sup>th</sup> December 2012.
33. A communications plan is in place to ensure that appropriate publicity about the service takes place. Customer Experience staff commenced exit interviews at BOSS on 12<sup>th</sup> November 2012 to inform users of the service about the move to new premises. These will carry on for the next month and possibly longer. There are also plans to advertise the new service in council publication and local newspapers.

#### **Future delivery of Customer Services in Southwark**

34. The decision to terminate the contract was made in order that the council could take control of the future delivery of customer services in Southwark. A number of key reasons to explain why and how an improved service could be delivered in-house have been identified. These include –
  - Improved training for customer facing staff.
  - Staff empowered to make the right decisions in the interests of the customer. Staff who see or hear something wrong will be expected to take responsibility for putting it right.
  - Make good use of new and emerging technologies where these can be proven to improve service delivery and achieve efficiencies.
  - Improved liaison between customer services and back office services. Good customer services is everyone's business and staff should work together to deliver the right outcome for the customer.
  - Greater control over service delivery and speed of change to processes.
  - Check back with customers to ensure service promised has been delivered. Only by listening to our customers will we know what we are doing well and what we could do better.
  - A significant reduction in costs
35. At a cabinet meeting on 20<sup>th</sup> November 2012 cabinet agreed a new Customer Access Strategy. The strategy is underpinned by the Fairer Future Promises and in particular the vision of treating every resident as though they were a member of our own family. The strategy sets out in detail the council's approach to

fulfilling this principle and ensuring that residents receive excellent customer services whenever they contact the council.

36. The strategic principles that will drive the delivery of improvements to our customer services will be –
- **Taking responsibility for customer services in the borough.** The council has the opportunity to reshape its service delivery and its relationship with customers. The council should have a customer focus and excellent service delivery should be embedded at all levels of the organisation.
  - **Getting it right first time.** Customers should expect that the majority of enquiries should be resolved at the first point of contact and for those enquiries that cannot, customers should not need to chase the council for a response.
  - **Digital by Default.** In so many ways the digital age has improved the way we transact with service providers. Customers expect to be able to deal with the council in a way and at a time that suits them. Delivering good services via the web and other forms of electronic media will improve service delivery and achieve savings.
  - **Treating everyone with respect.** In the strategy we have committed to treating everyone as we would want a member of our own family to be treated. We must deliver this by attempting to meet customer expectations and by taking their view of service delivery.
37. A set of Customer Services Standards have been developed to clearly show what is meant by excellent customer services and what customers should expect from the council. The standards are appended to this report. A programme of activities is planned to embed these standards and the principles of the Customer Access Strategy starting with a leadership network event in November.
38. Members, customers and council staff will be kept informed of progress on delivering the Customer Access Strategy.



## **Customer Service Standards**

We will treat you like a member of our own family

### **We will be easy to contact:**

- Our service points will be accessible, clean, tidy and welcoming
- Our telephone contact centre will be open from 8am to 6pm (TBC) Monday to Friday
- Most services will be available 24 hours a day 7 days a week 365 days a year on-line

### **We will answer you quickly:**

- We will greet you within 5 minutes of your arrival at our service points and establish the reason for your visit
- We aim to answer your telephone call in less than 30 seconds
- If you leave a voice mail message, we will call you back within 24 hours
- We will acknowledge your email or web form within 24 hours of receipt
- We will reply to your letter or fax within 10 working days of receipt
- Where you have made a prior appointment at a service point, we will see you on time

### **We will treat you with respect:**

- Our staff will assist all customers in a polite, professional and respectful manner
- We will arrange interpretation, translation or signing as required.
- If we cannot deal with your enquiry in full, we will advise you what needs to happen next, with a timescale.

- 1.1. The Commission will meet monthly to April 2013, when the final report is due to be launched.
- 1.2. A timetable for evidence gathering was agreed at the September meeting, including: oral and written evidence; focus groups; a public seminar; and requesting an agenda slot on other stakeholder meetings.
- 1.3. In addition, Tony Travers has met with a group of borough Treasurers and the Chief Executives London Committee.
- 1.4. The November meeting of the Commission is also earmarked for hearing oral evidence. Invitations to give oral evidence have been sent to experts, academics and politicians.
- 1.5. A targeted call for written evidence has been issued, requesting respondents consider the following questions:
  - Do you consider that funding arrangements for the capital are too centralised (that is, at the national government level)? Why/ why not?
  - What alternative options would you like to see considered, especially to promote jobs and growth? Is there a case for greater devolution of taxes, or more direct assignment of tax receipts, to London? Should any such options cover only existing services run by the GLA and the boroughs, or might they go wider as part of a greater devolution of power?
  - In particular, regarding capital investment, do you consider that London requires greater financial autonomy to enable it to make effective investment decisions? How and in what regard? What implications would this have?

## **2. London Local Government involvement**

- 2.1. London local government representatives are:
  - Mayor Jules Pipe – Chair of London Councils
  - Cllr Teresa O'Neill – Vice Chair of London Councils
  - Martin Smith – Chief Executive, London Borough of Ealing (CELC)
  - Nick Holgate – Town Clerk and Finance Director, Royal Borough of Kensington and Chelsea (SLT)

- Chris Duffield – ex-Town Clerk and Chief Executive of the City of London
- John O'Brien is an official observer

2.2. London Councils has been invited to submit written evidence before Christmas which will contribute to the Commission's debate on potential recommendations which is likely to begin in earnest in the New Year. We have the following key milestones:

- Initial sighting paper to Executive Committee 30 October
- Tony Travers will attend Leaders' Committee 13 November
- Draft evidence to Executive Committee for discussion 27 November
- Final draft evidence to Leaders' Committee for approval 11 December
- Submit final evidence before 21 December

<b>Item No.</b>	<b>Classification:</b> Open	<b>Date:</b> 3 December 2012	<b>Meeting Name:</b> Overview & Scrutiny Committee
<b>Report title:</b>		Response to Overview and Scrutiny on Resident Involvement and Resident Association Recognition and Grants	
<b>Ward(s) or groups affected:</b>		All	
<b>From:</b>		Stephen Douglass, Head of Community Engagement	

## RECOMMENDATION

1. That the Cabinet response set out at Appendix 1 to this report be noted.

## BACKGROUND INFORMATION

2. At its meeting on 8 May 2012 the Overview & Scrutiny Committee received a briefing note from the Strategic Director of Housing & Community Services in respect of resident involvement and resident association recognition and grants. The briefing note is at Appendix 2 to this report.
3. The Overview & Scrutiny Committee resolved that:
  - a. Officers be asked to circulate all members with additional information on:
    - the number of TRAs who made applications in 2009/10
    - officers' contact with all TRAs, in order to assist with the recognition and grant application process
    - TRAs who have not made an application for funding and recognition, in order to assist ward councilors with supporting local TRAs to complete an application, where appropriate.
  - b. Officers be asked to provide Councillor David Noakes with additional information on the status and activity of all TRAs in his ward in order to assist with support.
4. The additional information has been provided to the Overview & Scrutiny Committee members and to Councillor Noakes
5. Overview & Scrutiny Committee recommended that:
  - i. The application process for grants and recognition be made less complicated, less bureaucratic and more accessible.

- II. Officers create an online application process to complement the paper based process, so that tenants' and residents' associations (TRAs) have options for making applications. This to be completed within six months.
  - III. There be an emphasis on support for TRAs to make funding applications over the next few months, rather than on recognition, in order to clear the backlog of applications and enable organisations to receive funds.
  - IV. It be obligatory for a Resident Involvement Officer to attend every TRA AGM, and that officers use this occasion to assist TRAs in their applications for recognition and funding.
  - V. TRAs create a standing item at every AGM covering the administration needed to complete the recognition and funding application process.
  - VI. The Resident Involvement Team be asked to consider how to work with ward councillors to support TRAs.
  - VII. A report on resident engagement be sent to the Housing Commission, Southwark Tenants' Council and Southwark Homeowners' Council.
  - VIII. Officers be asked to return to overview & scrutiny committee in six months' time to report on progress on the above recommendations.
6. Overview & Scrutiny reported to Cabinet on 19 June 2012. Cabinet resolved that the recommendations of the brief review of resident involvement and resident association grants be noted and, and Councillor Ian Wingfield, deputy leader and cabinet member for housing management bring back a report to cabinet, in order to respond to the overview and scrutiny committee.
7. The response to the scrutiny review attached as Appendix 1 to this report was presented to Cabinet on 23 October 2012. Cabinet resolved:
- I. That the measures that the council has in place to respond to the Overview & Scrutiny committee recommendations be noted and agreed.
  - II. That it be noted that the housing, environment, transport and community safety scrutiny sub-committee are undertaking a full scrutiny review in relation to tenants and residents association halls.

**BACKGROUND DOCUMENTS**

No.	Title
N/a	
N/a	

**APPENDICES**

No.	Title
1	Cabinet report - Response to Overview & Scrutiny Committee 23 October 2012
2	Overview & Scrutiny Committee 8 May 2012 – Briefing note from Strategic Director of Housing

**AUDIT TRAIL**

<b>Lead Officer</b>	Stephen Douglass, Head of Community Engagement	
<b>Report Author</b>	Stephen Douglass, Head of Community Engagement.	
<b>Version</b>	Final	
<b>Dated</b>	15 November 2012	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments included</b>
Director of Legal Services	No	No
Strategic Director of Finance and Corporate Services	No	No
<b>Cabinet Member</b>	No	No
<b>Date final report sent to Scrutiny Team</b>		

## Appendix 1

<b>Item No.</b>	<b>Classification:</b> Open	<b>Date:</b> 23 October 2012	<b>Meeting Name:</b> Cabinet
<b>Report title:</b>		Response to the Overview & Scrutiny Committee review of resident involvement and resident Association Recognition and Grants	
<b>Ward(s) or groups affected:</b>		All wards	
<b>Cabinet Member:</b>		Councillor Ian Wingfield, Deputy Leader and Housing Management	

### **FOREWORD – COUNCILLOR IAN WINGFIELD, DEPUTY LEADER AND CABINET MEMBER FOR HOUSING MANAGEMENT**

Southwark has had a long tradition of resident involvement using well established resident involvement structures. We have over 130 tenant and resident associations (TRAs) throughout the borough. As well as involvement we encourage empowerment of residents for example through tenant management organisations (TMOs) that currently supply housing management services to over 3,500 homes. We work in partnership with the Southwark group of tenants' organisations (SGTO) to empower residents to form tenant and resident associations and support the resident movement.

I am proud of the achievements residents have had in shaping services and it is my desire to ensure that residents are more directly involved in deciding how services should be delivered. As well as continuing to support our existing structures to be effective, I recognise that there is more to do to ensure we involve a wider range of residents.

Involving more people will make sure services are delivered fairly and appropriately. Of the 8 recommendations of the Overview & Scrutiny Committee we are already progressing 6 as part of our commitment to improving resident involvement. I am pleased to see that the Housing, Environment, Transport and Community Safety Scrutiny Sub-committee have resolved to follow up this review by undertaking a more thorough scrutiny review in relation to TRA Halls.

### **RECOMMENDATIONS**

8. That Cabinet note and agree the measures that the council has in place to respond to the Overview & Scrutiny Committee recommendations.
9. That Cabinet note in particular that the Housing, Environment, Transport and Community Safety Scrutiny Sub-committee are undertaking a full scrutiny review in relation to TRA Halls.

### **BACKGROUND INFORMATION**

10. At its meeting on 8 May 2012 the Overview & Scrutiny Committee received a briefing note from the Strategic Director of Housing & Community Services in respect of resident involvement and resident association recognition and grants.
11. The Overview & Scrutiny Committee resolved that:

## Appendix 1

- a. Officers be asked to circulate all members with additional information on:
    - the number of TRAs who made applications in 2009/10
    - officers' contact with all TRAs, in order to assist with the recognition and grant application process
    - TRAs who have not made an application for funding and recognition, in order to assist ward councilors with supporting local TRAs to complete an application, where appropriate.
  - b. Officers be asked to provide Councillor David Noakes with additional information on the status and activity of all TRAs in his ward in order to assist with support.
12. The additional information has been provided to the Overview & Scrutiny Committee members and to Councillor Noakes
13. Overview & Scrutiny Committee recommended that:
- IX. The application process for grants and recognition be made less complicated, less bureaucratic and more accessible.
  - X. Officers create an online application process to complement the paper based process, so that tenants' and residents' associations (TRAs) have options for making applications. This to be completed within six months.
  - XI. There be an emphasis on support for TRAs to make funding applications over the next few months, rather than on recognition, in order to clear the backlog of applications and enable organisations to receive funds.
  - XII. It be obligatory for a Resident Involvement Officer to attend every TRA AGM, and that officers use this occasion to assist TRAs in their applications for recognition and funding.
  - XIII. TRAs create a standing item at every AGM covering the administration needed to complete the recognition and funding application process.
  - XIV. The Resident Involvement Team be asked to consider how to work with ward councillors to support TRAs.
  - XV. A report on resident engagement be sent to the Housing Commission, Southwark Tenants' Council and Southwark Homeowners' Council.
  - XVI. Officers be asked to return to overview & scrutiny committee in six months' time to report on progress on the above recommendations.
14. Overview & Scrutiny reported to Cabinet on 19 June 2012. Cabinet resolved that the recommendations of the brief review of resident involvement and resident association grants be noted and, and Councillor Ian Wingfield, deputy leader and cabinet member for housing management bring back a report to cabinet, in order to respond to the overview and scrutiny committee.



## Appendix 1

15. On 9 July 2012 the Housing, Environment, Transport and Community Safety Scrutiny Sub-committee resolved to undertake a full scrutiny review in relation to TRA Halls.

### KEY ISSUES FOR CONSIDERATION

#### Recommendation 1

16. Residents are asked for feedback on the application process as a routine part of the process. In the last round of grant making a majority (66%) of those who completed the form found it “easy, no problems”. The analysis of the responses is set out in the following tables:

##### **Ease of completing form**

Easy, no problems	52	66%
Some difficulty	23	29%
Very hard	4	5%
<b>Total</b>	<b>79</b>	<b>100%</b>

##### **Help with completing the form:**

##### **Used the Resident Involvement Team**

Very good	15	42%
Good	10	28%
Satisfactory	5	14%
Not satisfactory	2	6%
No response	4	10%
<b>Total</b>	<b>36</b>	<b>100%</b>

##### **Used area housing staff**

Very good	0	0%
Good	4	57%
Satisfactory	1	14%
Not satisfactory	0	0%
No response	2	29%
<b>Total</b>	<b>7</b>	<b>100%</b>

##### **Used Southwark Group of Tenants Organisations**

Very good	3	25%
Good	6	50%
Satisfactory	1	8%
Not satisfactory	0	0%
No response	2	17%
<b>Total</b>	<b>12</b>	<b>100%</b>

Officers have recognised that the form is not as well laid out as it could be. The form has been reviewed by officers and Tenant Fund Management Committee (TFMC). TFMC is made up of residents who make recommendations on funding. The form is being redesigned by the council's Customer Experience team to make it simpler for residents to use. Some aspects of the feedback received will require Cabinet agreement as it will alter the terms of the grant

## Appendix 1

process. It is therefore proposed to incorporate the changes in time for inclusion in the 2013/14 budget setting process.

Officers will also use Tenants and resident Association Annual General Meetings to collect as much of the information needed for recognition and funding as possible, in order to reduce the burden on those who complete the forms for TRAs.

### Recommendation 2

17. Work is ongoing on a web version of the grant application form. TFMC are being asked to finalise and agree the form. In the meantime the current form is being uploaded to the council website so that associations can complete and return via email.

### Recommendation 3

18. Applications for funding and recognition use the same form so both can be dealt with at the same time. The Resident Involvement team has a target of 100% applications for 2011/12 by 31 September. There is no backlog of applications; all payable applications have been dealt with. Whereas in June 2012, there were 72 TRAs that had not applied for recognition and grant this is now reduced to 14 associations (plus 7 TMOs and 3 defunct TRAs that appeared in the original totals). Officers continue to press associations for the return of forms. Thirty applications have been made to date in 2012/13 (made as AGMs arise) and all processed within the set timescales.

### Recommendation 4

19. Resident Involvement Officers have been instructed to attend all TRA Annual general meetings. They are using the AGM as an additional way of reinforcing the opportunity to apply for funding.

### Recommendation 5

20. Officers can suggest a standing item at every AGM to TRAs but cannot insist as they are independent bodies. However, the business of completing a funding form is not a good general meeting activity as general meetings involve the wider membership who may not be involved in this activity. Feedback from associations shows that it is preferable to work with the secretary (or whoever the TRA nominates) to complete and this is the approach that Officers will take in future.

### Recommendation 6

21. Officers already liaise with ward members on TRA issues. The Resident Involvement manager will meet with ward councillors to discuss TRAs in their wards, where this would be useful. Officers will also write to all members to provide them with details of the named officers responsible for supporting TRAs and arrange regular member engagement sessions if that would be helpful.

### Recommendation 7

22. The report was placed on the agenda for Tenant Council on 9 July 2012 and officers have also asked for the report to be presented to Home Owners Council.

## Appendix 1

A copy of the report has been forwarded to the Housing Commission for information.

### Recommendation 8

23. Officers will return to Overview & Scrutiny Committee in six months time to report on progress with the above recommendations. This is in progress alongside the work that Officers are carrying out to respond to the Scrutiny sub-committee review referred to in paragraph 7 of this report.

## BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Additional information provided to OSC members in response to Scrutiny report into TRA Recognition and Grants	Housing & Community Services, 160 Tooley Street	Brian O'Neill Resident Involvement Manager Tell: 020 7525 7544

## APPENDICES

No.	Title
None	

## AUDIT TRAIL

<b>Cabinet Member</b>	Councillor Ian Wingfield, Deputy Leader and Cabinet Member for Housing Management	
<b>Lead Officer</b>	Gerri Scott, Strategic Director of Housing & Community Services	
<b>Report Author</b>	Stephen Douglass, Head of Community Engagement	
<b>Version</b>	Final	
<b>Dated</b>	23 October 2012	
<b>Key Decision?</b>	No	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments included</b>
Director of Legal Services	Yes	Yes
Strategic Director of Finance and Corporate Services	Yes	Yes
<b>Cabinet Member</b>	Yes	Yes
<b>Date final report sent to Constitutional Team</b>	10 October 2012	

<b>Item No.</b>	<b>Classification:</b> Open	<b>Date:</b> 8 May 2012	<b>Committee</b> Overview & Scrutiny Committee
<b>Report title:</b>		Resident involvement and resident association recognition and grants	
<b>Ward(s) or groups affected:</b>		All	
<b>From:</b>		Strategic director of housing	

### Recommendations

- 1 That overview and scrutiny committee note the contents of this briefing.

### The resident involvement team

- 2 The resident involvement team currently deals with:
  - 127 active tenant & resident associations (TRAs) and six potential restarts
  - 110 halls and meeting rooms
  - Tenant council
  - Tenant fund administration, including tenant fund management committee
  - Co-ordination of area housing forums
  - Resident involvement working party
  - HRA savings working party
  - Constitutions working party
  - Halls working party
  - Support for the annual tenants' conference
  - A financial inclusion project in conjunction with the CAB
  - TRA training
  - TRA resource centres
- 3 Work is under way to create a new resident engagement strategy for the housing service. The intention is to increase and improve the ways in which teams across the department work with residents to improve services and communities. It is expected to be set around five themes:
  - Increasing resident engagement
  - Improving the quality of engagement
  - Achieving resident involvement throughout the housing service
  - Building partnerships
  - Value for money

It is proposed that the strategy will have an action plan detailing engagement across the service. We are working to complete the strategy by the end of the calendar year.

### TRAs

- 4 The work with TRAs concentrates on those associations with most support needs. These range from those needing help because they are new, recently reformed or have had a major change in committee membership, through help with constitutional and governance issues, to the most serious cases

where there may be suspected fraud, or where relationships between individual committee members are seriously tense. In some cases we are working with police on areas of concern.

- 5 Seven TRAs are currently at a critical level – the point at which they are in danger of falling apart or where there are serious governance concerns. A further 59 have resident involvement officers assigned to support them.
- 6 The remaining 61 each has a named resident involvement officer, but their contact will mainly be with area management staff. The resident involvement officers will check in with them from time to time and are available to provide advice.
- 7 The team has recently agreed with residents a new recognition policy for TRAs, and a streamlined appeals process for TRAs that are refused funding. We are working on a new model constitution for TRAs.
- 8 As well as having named resident involvement officers, TRAs are supported through a training program. This covers key skills and knowledge needed by TRAs. Some courses are tailored to suit the needs of individual TRA committees. We have also commissioned external trainers, and have bought a range of on-line training packages that TRA members can apply to undertake.
- 9 The resource centres at Taplow and Albrighton are staffed three days a week and provide use of computers, internet access, printing and photocopying for TRA members.
- 10 Last year we established the first networking event aimed at committee members of TRAs. After a short presentation or exercise (this time the theme was financial inclusion), the rest of the evening is open so that residents can swap ideas, experiences and contacts in a relaxed and informal atmosphere. We intend to run two of these evenings each year.
- 11 One of the team has been working with the CAB to pilot a scheme to train financial inclusion mentors from two TRAs. This will be followed by a lottery fund bid to extend the scheme.
- 12 There are plans this year to work in partnership with the Southwark group of tenants' organisations (SGTO) and the youth service to have young advisors 'youth proof' TRAs. It is hoped they will visit TRAs and come up with a report on how TRAs might engage with young people better, and that they will present their findings at a special conference for TRA members.

### Halls

- 13 Southwark housing has a range of facilities, from small flats and converted laundry rooms acting as meeting places and offices for TRAs to large community centres.
- 14 Historically, the arrangement for these facilities has been piecemeal. There has been no strategy and very few have formal agreements such as tenancy agreements, licenses or leases. Rents have little relationship to the size of the facility or its ability to generate an income.

- 15 We are working to:
- Write and agree a strategy outlining our approach to the management of halls. This will need considerable work and consultation, and is expected to be completed in early 2013.
  - Putting in place training for those managing halls on issues including health and safety, good practice on bookings and finances, legal requirements, governance models and business planning.
  - Complete a comprehensive database of information on every facility
  - Establish a halls working party to steer our approach to halls, and backed by an independent 'tenant friend' with expert knowledge in this field. This group has met several times and membership has been expanded to include additional delegates from area housing forums.
  - Survey all facilities in order to create a five-year investment program that will address poor conditions, outdated fittings, DDA and health and safety compliance.
- 16 We have also created 'resident-led bids' in which groups managing halls may apply for funding for items or works costing up to £5,000 each that will increase the use of their facilities. Most of these appear to be either minor works or furniture. The support staff are working to confirm the details of all bids and a panel of judges has been elected by the working party to judge the bids and award points against agreed criteria.

#### Review of the tenant fund

- 17 We are working with the tenant fund management committee to carry out a root and branch review of the tenant fund. With an income of over £0.5m a year, the fund covers the costs of:
- Southwark group of tenants' associations (SGTO)
  - Grants to TRAs
  - Two training staff and training delivery
  - A grants and support officer
  - Two resident resource centres
  - Annual tenants' conference
  - Expenses of the formal consultative structure
- 18 The review will question the arrangements and levels of funding for all of these functions and will seek to gain better value for money and effectiveness from the fund.

#### **The position on TRA recognition and grant funding**

- 19 Recognition of a TRA by the council allows recognised TRAs to:
- Apply for grant funding from the tenant fund
  - Elect delegates and deputies to their area housing forum
  - Manage a hall or similar facility (if applicable)
  - Be seen as a representative group by the council for consultation purposes
- 20 A new recognition policy has been passed by area housing forums, tenant council and home owner council and will be taken as an IDM this month. It makes clearer what is required from TRAs, and the process for derecognition

if needed. Except in the most extreme and rare cases, derecognition would only be used as a last resort and after support has been offered to resolve problems.

- 21 Grant funding is paid from the tenant fund, with the home owners fund making a contribution. The minimum grant for all TRAs remains as it has for many years at £1,100 a year. If a TRA has more than 244 council properties in its area, it will receive £4.50 for each additional property.
- 22 The systems for grant funding and recognition are closely linked in that funding will only be given to recognised TRAs, and the application for grant is also the application for recognition.
- 23 However, it is possible for TRAs to be recognised, but to have failed to meet the funding criteria and therefore not to be funded. The reasons for funding being refused include significant governance issues, especially those relating to accountability and financial probity. Grant will also not be paid if there is over £10,000 in the TRA account, unless there is a valid reason such as that it is another grant earmarked for a purpose.
- 24 In 2010/11, the system for TRA grants applications and payments was changed from one in which all applications were invited at one point in the year to one where applications are made for recognition and grant funding within three months of each TRA's annual general meeting. This also meant that grant is now paid in advance rather than in arrears.
- 25 The new system meant that:
- Grants processing and payments could be spread across the year, resulting in fewer delays and a more manageable throughput
  - The information provided would be current. Under the old system, it was possible for information used to assess funding eligibility and recognition to be up to a year out of date.
  - There would be a match between funding and recognition, with a clear decision being provided following each AGM
- 26 This meant that we called for two applications last year: one for 2010/11 under the old system, and one as AGMs happened under the new system for last year. This has caused some confusion for TRAs. Many TRAs initially applied only for one of the years, resulting in around only half the allocated budget being spent in 2011/12. It also created an initial backlog as we tried to process forms under two systems.
- 27 We have now closed applications for 2010/11, and have set an extended deadline of 30 September 2012 for grant claims for 2011/12. Letters to this effect have gone to TRA chairs and secretaries, and resident involvement officers are chasing up their TRAs to ensure that all those who want to apply for 2011/12 funding have done so on time.
- 28 Since applications are for recognition as well as funding, resident involvement staff are also trying to make sure that all TRAs have agreed recognition by 30 September.

Applications

29 This table shows the level of applications for the two grant years:

	2010/11		2011/12	
Applications received	80	63%	84	67%
No application made	47	37%	42	33%
	<b>127</b>		<b>126</b>	

30 Of the applications received, this is the breakdown in what has happened to them:

	10/11	11/12
Grants paid	60	64
Grants refused	8	4
Applications in hand	12	16
	<b>80</b>	<b>84</b>

31 Of those refused, these are the reasons:

	2010/11	2011/12
Inquorate AGM	1	0
Insufficient meetings	2	2
TRA became defunct	1	1
Accounts not agreed	1	0
Form incomplete/blank and no response to queries	2	0
Over £10,000 in account	1	1
	<b>8</b>	<b>4</b>

Issues raised at Walworth West area housing forum

32 For the thirteen TRAs listed for Walworth West, the following table shows the position at the time of the forum meeting and the position now (2/4/12).

	At AHF	Now
No applications for either year	4	1
Successful bids, both years	3	6
Successful application only one year, no application for the other	5	5
No application, then refused application (insufficient AGM)	1	1

33 Insufficient support for completing forms: residents were able to obtain help from their resident involvement officers, at the resource centres, and through the SGTO. Specific comments on why delegates felt there was insufficient support would be useful in order to improve the service.

34 Not knowing who resident involvement officers are: all TRAs received letters in [insert month] to inform them of their officers. The letters went to the chairs and secretaries and it is possible that some delegates had not been told in their committee meetings.

35 One TRA reported that their application form was lost and did not get any acknowledgement of receipt of their second application: there have been some problems with postal receipt of forms. The resident involvement team



was involved in five separate office moves in three months, and this made it very difficult to track down post. In addition, TRAs will have been used to giving their forms in at local offices in the past, and this may have caused further problems. We apologise for this.

The draft forum minutes identify the TRA representative who raised this issue, and the second application was not received until 30 March 2012, the day after the forum meeting.

- 36 We are about to review the way we process grants. We believe there is scope to cut the amount of information we require as some of it will have been picked up at TRA AGMs by the officers attending. We will be looking to reduce the size of the form.
- 37 We would welcome any comments and feedback from the committee on how we might improve the resident involvement service.

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Revd Nicholas Elder	1	<b>Dated:</b> November 2012	52
Colin Elliott	1		
Leticia Ojeda	1		
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Councillor Ian Wingfield (Deputy Leader)	1		
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Councillor Richard Livingstone	1		
Councillor Veronica Ward	1		
<b>Other Members [on request]</b>			
Councillor Anood Al-Samerai	1		