

Appendix 3

Number	Question detail	Date question received?	How was the question received?	Response/progress
1	The terms 'Gypsy' and 'Traveller' should be capitalised throughout the agreement in recognition that these terms relate to ethnic groups, recognised by the law in the Race Relations Act 1976 (amended 2000).	26/02/13	Email	This is an error and officers will amend accordingly in the final agreement
2	The express terms (1) define Gypsy or Traveller status as; 'a person of nomadic habit of life, whatever their race or origin, but not a member of an organised group of travelling show people, or a person engaged in travelling circuses, travelling together as such'. Although this definition is commonly used in planning law, for the purposes of this agreement we believe it is flawed.	26/02/13	Email	For the purposes of policy guidance to local planning authorities in England, 'gypsies and travellers' means "persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's or dependants' educational or health needs or old age have ceased to travel temporarily or permanently, but excluding members of an organised group of travelling show people or circus people travelling together as such". Officers have incorporated this definition.
3	The express terms (4.2) do not allow more than one mobile home on a single pitch without previously obtaining the council's permission in writing. Many of the plots currently have more than one extra mobile home on the pitch which does not disturb other residents or cause health and safety problems. Extra mobile homes are often necessary for larger families. STAG suggests that Southwark may consider making this term more flexible by adding: 'Applications for extra mobile homes will not be unreasonably refused given the approval of other site residents, notwithstanding genuine health and safety concerns'.	26/02/13	Email	The agreement has been amended to also read 'Applications for extra mobile homes will not be unreasonably refused. Support for the application process can be sought from the Gypsies and Travellers Officer'
4	4.4 states that tenants must have written permission to allow persons to live or stay at the pitch. The council does require other tenants to obtain permission for others to stay and so should not require Traveller site tenants to do so. Illness in the family and bereavements can result in family members visiting to stay at short notice- at these times tenants are unlikely to be thinking about contacting the Gypsy and Traveller Officer to ask for permission for family members to stay. The word 'stay' should be removed from 4.4.	26/02/13	Email	This is an error of wording and the word 'stay' will be removed in the final agreement.
5	4.7 only allows one vehicle on a single pitch and two on a double. This term is unnecessary. Many plots allow for enough space for 2 or 3 vehicles. There should be more flexibility.	26/02/13	Email	The agreement has been amended to also read 'Applications for vehicles will not be unreasonably refused. Support for the application process can be sought from the Gypsies and Travellers Officer'
6	4.10 states that tenants must not allow any vehicle to be lived in other than the designated mobile home(s) permitted on the pitch. This will prevent residents at Spring Tide close from signing over to the new tenancy in good faith. Spring Tide close is overcrowded. The residents of Spring Tide Close allow family members to stay in caravans on the site. Spring Tide was originally a temporary site - residents were told a 10 pitch site would be built for them when land was found. On this understanding, the residents at Spring Tide Close allowed part of their site to be taken to build houses. Southwark have never built the 10 pitch site they were offered. Residents at Spring Tide Close will not be able to sign the agreement in good faith, as they allow others to stay on the site. It is a shame that this term will prevent the Spring Tide Close residents from enjoying the benefits of increased security. Southwark should consider taking this term off tenancy agreements on Spring Tide Close. It may be worth considering removing Spring Tide Close from the allocations policy and disregarding the waiting list. If a plot becomes available or	26/02/13	Email	The new agreement will need to apply to all sites. In this instance permission for an additional mobile home on the pitch under 4.2 and for additional occupants under 4.4 should be sought. For those cases where there are already occupied mobile homes outside of the current pitch agreement due to overcrowding, permissions would not be refused. The issue of overcrowding has been referred to planning in advance of the new requirements for Gypsy and Traveller sites. An officers working group has been established by Operations and will support any future needs assessment.
7	5.4 does not allow bonfires without written permission from the council. Residents sometime have oil drum fires. During recent fire safety visits by the London Fire Brigade, this was not highlighted as a concern. Oil drum fires should be expressly permitted.	26/02/13	Email	The need for permission will remain due to fire safety.
8	6.3, which states that animals must not be allowed to roam around other pitches or communal areas, is problematic. On Burnhill Close, this is workable as each plot has its own fenced outside space. On sites such as Spring Tide Close and Ilderton Road, individual pitches' space is limited (on Spring Tide there is no individual space- all outside space is communal). The communal areas on these sites is the only space for dogs to walk, otherwise they would have to remain permanently in mobile homes or utility blocks. This term should be revised in a way which allows freedom of movement on sites where there is no individual outside space and protects workers from being approached by dogs. It might be preferable to have a term stating that dogs should not be allowed to roam while cleaners and contractors are working in communal site areas. STAG is pleased that animals are now expressly permitted on sites, particularly horses, as horses are an important part of Gypsy and Traveller culture.	26/02/13	Email	6.3 has been amended to reflect this is only when Council staff or contractors are on site.
9	7.1.6 allows tenants to seek mediation through the Gypsies and Travellers officer. STAG questions whether the Gypsies and Traveller Officer is the appropriate mediator. STAG is pleased that the Gypsies and Traveller officer's post is enshrined in this new agreement. It is reassuring that Southwark is not going to cut this position. Southwark has a comparatively good record concerning its work with Travellers and Gypsies, and won an EU Dosta award in 2011, however local government cuts have disproportionately affected these communities (e.g. Traveller Education Support Service abolished in 2011, STAG not funded by Southwark since 2010).	26/02/13	Email	This is an error of wording. The mediation service is independently provided - Gypsies and Travellers can access it through the Gypsies and Travellers Officer. The mediation service is targeted at disputes between residents (whether of the site or not) rather than between officers and residents.
10	9.3 requires that tenants seek planning permission for any alterations, including satellite dishes and aerials. Installing a satellite dish or aerial on a privately owned or rented mobile home should not require the council's permission.	26/02/13	Email	The term states that planning permission should be sought where relevant.

11	10.1 stipulates that tenants must not be away for more than a total of ten weeks in any twelve month period. This is directly at odds with the requirement that tenants are 'a person of nomadic habit of life' (1) and is another reason to change the definition of Traveller status to reflect ethnicity rather than lifestyle. If Southwark wants to allow Gypsies and Travellers to follow a traditional way of life, why is this barrier in place? It would be possible to safeguard against subletting without making travelling for over 10 weeks prohibited.	26/02/13	Email	Officers have amended this to 12 weeks
12	13.1 provides the right to succession to family members living on the pitch when the tenant dies. In order to maintain harmony on Traveller sites, it is worth considering allowing succession in the case of the main tenant moving on. Consultation so far has revealed a great sense of anxiety about the allocations policy due to potential conflict within the community.	26/02/13	Email	There is a difference between succession and assignment. The agreement cannot be transferred. We will review the allocations policy.
13	Site residents on the old site licences are not required to pay a recharge for their water. Payment for water is stated in Part 2 of the draft tenancy agreement. A situation could arise where some tenants on a site are paying for water and others are not, undermining the spirit of parity which is behind introducing these agreements. While not charging for water is an anomaly which creates disparity between bricks and mortar tenants and Traveller site tenants, Southwark risks creating another inequality (between Traveller site residents) by fixing this one. It would be a shame if residents did not transfer to the new agreement and enjoy all the added security and increased rights due to the disincentive of having to pay for their water. This could amount to a significant extra cost at a time when incomes are being squeezed, especially for those who receive benefits. The short-term disincentive of having to pay water rates could result in the long-term benefits of signing a tenancy agreement being missed out by residents. If Southwark can continue providing water for new tenants this disincentive would be removed. This w	26/02/13	Email	Water recharges remain part of the agreement. This is an issue of parity.
14	Are systems for inter-borough mutual exchanges in place in other boroughs?	26/02/13	Email	We are able to respond to mutual exchange requests, including those within our other stock, sites and other boroughs. We know of several other boroughs who allow mutual exchange. As usual, the responsibility would lie with residents to find their exchange partners directly.
15	If the Council intends to allow Gypsies and Travellers to follow a traditional way of life, making tenancies only available to 18 year olds potentially discriminates against the cultural practice of marrying early to start a family. Southwark should consider opening eligibility to married over-16s.	26/02/13	Email	This is part of the allocation policy and will be reviewed as part of the next steps as outlined in the covering report.
16	How will the agreement affect allocations?	25/02/13	Ilderton Road consultation session 1	Officers recognise there are a number of concerns with the allocations policy. Officers will review the policy.
17	Water metres would be a bad idea. People wouldn't be able to afford it. People wouldn't be able to keep filling their metres. It wouldn't work.	25/02/13	Ilderton Road consultation session 1	There is no current proposal to install meters to individual plots.
18	The changes seem OK- what you're saying seems OK. I need to discuss this with everybody else (residents on the Irish side of Ilderton Rd). As long as these changes don't affect our lifestyle I don't have a problem. It's when rules come in to change the way we live our lives that there are problems.	25/02/13	Ilderton Road consultation session 1	The consultation period continues to 28/3/13.
19	We can't read or write. How can we give feedback?	25/02/13	Ilderton Road consultation session 2	Feedback was given through STAG or directly to officers.
20	Horses have been on this site for years. They are part of our culture.	25/02/13	Ilderton Road consultation session 2	Horses are expressly permitted under the new agreement.
21	Can I have a copy of the express terms so that I could have longer to think about it.	26/02/13	Burnhill Close consultation session	Copies of the agreement were provided.
22	This is taking a long time. If these tenancy agreements don't go through I'll be without an agreement and I'm going to end up on the street.	26/02/13	Burnhill Close consultation session	All current residents have been issued with documentation to ensure their security.
23	With having to pay council tax now and reducing my benefits I'll have nothing to live on. I think this water charge is coming at exactly the wrong time, when people are receiving less and having to pay more for everything	26/02/13	Burnhill Close consultation session	Water recharges remain part of the agreement. This is an issue of parity.
24	Why it has taken 19 years for Travellers to be offered tenancy agreements rather than just licences.	27/02/13	Bridale Close consultation session	This was due to a change in the law.
25	I used to go to forum meetings every week- there's a lot of talk but nothing gets done. I used to go every week and I got fed up.	27/02/13	Bridale Close consultation session	There is now the right to form an association as described in the implied terms of the agreement.
26	Travellers don't think like that (planning for after death). Travellers aren't going to follow the Council's succession policy or allocations policy. Travellers take things as they come. I think it should be left up to families of the bereaved to decide what happens when a resident dies- they should decide who gets the plot	27/02/13	Bridale Close consultation session	Officers recognise there are a number of concerns with the allocations policy. Officers will review the policy.
27	It would depend on how much they are talking about charging for water rates. Many people are struggling. There are things that the council haven't done for us.	27/02/13	Bridale Close consultation session	Water recharges remain part of the agreement. This is an issue of parity.
28	Would mutual exchanges from brick-and-mortar to Traveller sites would be allowed?	27/02/13	Bridale Close consultation session	We will consider mutual exchange requests. As usual, the responsibility would lie with residents to find their exchange partners directly.
29	There are residents on the site which do not officially live on site. They have grown up and now have their own families, and live in caravans on the site. Southwark let us down by not providing a large enough site. The best way to resolve this would be to provide a larger site. As far as I'm concerned, if we were in a council house, my children would be allowed to stay under my roof. Them living in caravans is the equivalent, they need their own caravans as we don't have room for them. What are families with 5 children supposed to do?	21/02/13	Spring Tide Close consultation session	We are working with colleagues in planning and we have established an officers working group. This will be an area of focus.
30	Spring Tide residents have been asking for a larger site for 25 years.	21/02/13	Spring Tide Close consultation session	We are working with colleagues in planning and we have established an officers working group. This will be an area of focus.
31	We didn't want to be put here in the first place. Then they lied to us about a permanent site. The council does much more for settled people.	21/02/13	Spring Tide Close consultation session	We are working with colleagues in planning and we have established an officers working group. This will be an area of focus.

32	The period of maximum leave before requiring notice seems fair	21/02/13	Spring Tide Close consultation session	This is confirmed within the agreement.
33	It is fine to allow animals on sites	21/02/13	Spring Tide Close consultation session	This is confirmed within the agreement.
34	Before you move certain families on sites you will need to consider safety issues	21/02/13	Spring Tide Close consultation session	This forms part of the allocation policy.
35	So basically this agreement will give us the same rights as flat and house council tenants?	21/02/13	Spring Tide Close consultation session	This new agreement brings an increase in the parity of terms.
36	Providing the council has ensured the site is of a good standard, yes, I think it's fair to share water costs. It should be on an individual pitch basis so everybody pays their share. No water metres	21/02/13	Spring Tide Close consultation session	Water recharges remain part of the agreement. This is an issue of parity.
37	Concerns that Spring Tide residents cannot sign onto new agreements in good faith as they allow family members on site, need to provide more Traveller sites in Southwark.	28/03/13	Email	The agreement states extra mobile homes will not unreasonably be refused. At Spring Tide, permissions can be backdated and any occupants will need to be added to the schedule of authorised household as contained in the agreement.