



# Cabinet

A meeting of the Cabinet will be held at The Forum, Towcester, NN12 6AF on Tuesday 13 July 2021 at 6.00 pm

## Agenda

Public Session	
1.	<b>Apologies for Absence and Notification of Substitute Members</b>
2.	<b>Declarations of Interest</b> Members are asked to declare any interest and the nature of that interest which they may have in any of the items under consideration at this meeting.
3.	<b>Chairman's Announcements</b> To receive communications from the Chairman.
4.	<b>Minutes</b> (Pages 5 - 14)
5.	<b>Environmental Principles and Framework</b> (Pages 15 - 52)
6.	<b>Integrated Care across Northamptonshire (ICAN) Procurement</b> (Pages 53 - 80)
7.	<b>Appointments to Outside Bodies</b> (Pages 81 - 98)
8.	<b>MHCLG's Rough Sleeper Accommodation Programme funding</b> (Pages 99 - 104)
9.	<b>Various Freehold and Leasehold Asset Disposals</b> (Pages 105 - 166)

10.	<b>West Midlands Rail Ltd - Changes to Collaboration Agreement</b> (Pages 167 - 234)
11.	<b>OPUS - Governance and Delivery</b> (Pages 235 - 242)
12.	<b>Variation of school admission arrangements for 2021/2022 and 2022/2023 due to the requirements of the new 2021 School Admissions Code</b> (Pages 243 - 308)
13.	<b>Shared Service Arrangements</b> (Pages 309 - 330)
14.	<b>Northampton Market Square Redevelopment</b> (Pages 331 - 430)
15.	<b>Northampton Towns Fund</b> (Pages 431 - 492)
16.	<p><b>Urgent Business</b></p> <p>The Chairman to advise whether they have agreed to any items of urgent business being admitted to the agenda.</p>
<b>Exclusion of the Press and Public</b>	
17.	<p><b>Exclusion of the Press and Public</b></p> <p>The following report(s) contain exempt information as defined in the following paragraph(s) of Part 1, Schedule 12A of Local Government Act 1972.</p> <p>Paragraph 3 – Information relating to the financial or business affairs of any particular person (including the authority holding that information).</p> <p>Members are reminded that whilst the following item(s) have been marked as exempt, it is for the meeting to decide whether or not to consider each of them in private or in public. In making the decision, members should balance the interests of individuals or the Council itself in having access to the information. In considering their discretion members should also be mindful of the advice of Council Officers.</p> <p>Should Members decide not to make a decision in public, they are recommended to resolve as follows:</p> <p>“That under Section 100A of the Local Government Act 1972, the public and press be excluded from the meeting for the following item(s) of business on the grounds that, if the public and press were present, it would be likely that exempt information falling under the provisions of Schedule 12A, Part I, Paragraph(s) 3 would be disclosed to them, and that in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.”</p>

<b>Private Session</b>	
<b>18.</b>	<b>Highways Contract Update</b> Copy of report to follow
<b>19.</b>	<b>Exempt Appendix to Item 8</b>

Catherine Whitehead  
Proper Officer  
5 July 2021

**Cabinet Members:**

Councillor Jonathan Nunn (Chair)

Councillor Adam Brown (Vice-Chair)

Councillor Fiona Baker

Councillor Lizzy Bowen

Councillor Rebecca Breese

Councillor Matt Golby

Councillor Mike Hallam

Councillor Phil Larratt

Councillor Malcolm Longley

Councillor David Smith

**Information about this Agenda**

**Apologies for Absence**

Apologies for absence and the appointment of substitute Members should be notified to [democraticservices@westnorthants.gov.uk](mailto:democraticservices@westnorthants.gov.uk) prior to the start of the meeting.

**Declarations of Interest**

Members are asked to declare interests at item 2 on the agenda or if arriving after the start of the meeting, at the start of the relevant agenda item

**Local Government and Finance Act 1992 – Budget Setting, Contracts & Supplementary Estimates**

Members are reminded that any member who is two months in arrears with Council Tax must declare that fact and may speak but not vote on any decision which involves budget setting, extending or agreeing contracts or incurring expenditure not provided for in the agreed budget for a given year and could affect calculations on the level of Council Tax

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Or by writing to:

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Angel Street  
Northampton  
NN1 1ED



**Cabinet**

Minutes of a meeting of the Cabinet held at Council Chamber, The Guildhall, St Giles Street, Northampton, NN1 1DE on Tuesday 8 June 2021 at 6.00 pm.

Present: Councillor Jonathan Nunn (Chair)  
Councillor Adam Brown (Vice-Chair)  
Councillor Fiona Baker  
Councillor Rebecca Breese  
Councillor Matt Golby  
Councillor Phil Larratt  
Councillor Malcolm Longley  
Councillor David Smith

Also Present: Councillor Julie Davenport  
Councillor Gareth Eales  
Councillor Dennis Meredith  
Councillor Emma Roberts  
Councillor Sam Rumens  
Councillor John Shephard

Apologies for Absence: Councillor Lizzy Bowen

Officers: Ed Bostock, Democratic Services Officer  
Jane Carr, Transformation Director  
Anna Ernshaw, Chief Executive  
Paul Hanson, Democratic Services Manager  
Martin Henry, Chief Finance Officer  
Stuart Lackenby, Executive Director for Adults, Communities and Wellbeing  
Sofia Neal-Gonzalez, Democratic Services Officer (minutes)  
Rebecca Peck, Assistant Chief Executive  
Sarah Reed, Corporate Executive Director  
Stuart Timmiss, Executive Director of Place & Economy  
Cath Whitehead, Monitoring Officer  
Lucy Wightman, Director of Public Health

**1. Apologies for Absence and Notification of Substitute Members**

Councillor Bowen sent apologies.

**2. Declarations of Interest**

There were none.

3. **Minutes**

**RESOLVED:**

That the Cabinet approved the minutes from the Shadow Executive meeting of the 20<sup>th</sup> April and signed as a true and accurate record.

4. **Chairman's Announcements**

There were none.

5. **Corporate Plan**

The Chairman presented the report, copies of which had been previously circulated. He invited comments from the members who were present.

- It was noted that the report was well presented but the question of whether the Plan could be more ambitious was raised.
- The re-opening of the London to Bedford Rail line was mentioned as something that would be positive for Northampton, as well as improving travel to London.
- It was noted that the closure of sure start centres had had an adverse effect on vulnerable children and families.
- It was noted that the construction of a new secondary school in Daventry had drawn concerns with regard to the use of green space. It was asked why more work had not been done with the current schools in the area, instead of constructing a new one.
- Concern was raised regarding how long care plans took to be provided for Adults returning home after a stay in the hospital.
- It was suggested that a supplementary document detailing the journey of the new Council would be helpful.
- It was suggested there was a crisis with regards to housing with many poorer families living in overcrowded conditions.
- It was asked whether the Heritage Board would be restarted.
- The Social Value Act 2013 was discussed, with emphasis placed on how the Council could benefit from it.
- It was noted that lack of parking for students had increased the amount of students parking in the side roads of Far Cotton and this had become an issue for residents. It was asked whether Section 106 could be used to mitigate these issues.

The following responses were issued by the relevant Cabinet members.

- Consultation had and would be occurring regarding the re-opening of rail lines and the Council would continue to be a part of the East–West rail consortium. It was agreed that Northampton's rail connectivity could be improved.

- The Cabinet was informed that the Mayor of Bedford had asked for the Council to be involved in supporting the re-opening of the Northampton to Bedford Rail Line. The Council had written in support of this.
- It was agreed that the closure of the sure start centres had had an impact on troubled families. It was noted that the Council had been awarded grants to help with this, which was being looked in to.
- A new Assistant Director would be starting in July and would review school place sufficiency.
- The points relating to a shortage of suitable housing were noted.
- With regards to the anti-poverty strategy it was noted that it was important to find a way to engage with all Councillors on this issue.

The Chairman advised that the Heritage board had been paused due to Covid-19, but there was due to be a meeting very soon.

**RESOLVED:**

That Cabinet;

1. Approved the Corporate Plan subject to further review, consultation and stakeholder engagement on the detailed implementation of the priorities within the services, and
2. Delegated to the Chief Executive final approval in Consultation with the Leader

**6. Future Northants Transformation Task & Finish Group Output**

At the Chairman's invitation Councillor Golby presented the report, copies of which had been previously circulated. The task and finish group had started work about a year ago with a wide review of the Councils future transformation. There had been an early review conducted alongside North Northants Council with good partnership collaboration and good value for money. It was advised that there had been an added focus on long term growth and transparency. Councillor Golby thanked Jane Carr and her team for all their hard work.

The Chairman agreed that the Task and Finish Group had undertaken a vital piece of work.

**RESOLVED:**

That Cabinet;

1. Endorse the agreed Transformation Priority Plan timeline to disaggregate the hosted services between North Northamptonshire Council and West Northamptonshire Council.
2. Endorse the principles of transformation as laid out in section 4.5 (a) to (l), inclusive.

**7. School Minor Works Budget 2021-22**

At the Chairman's invitation Councillor Baker presented the report, copies of which had been previously circulated. Approval was requested to use the school condition funding; it was advised that this money had been a grant from the Department of Education to the Council for this use. The report advised that 8 schools would be surveyed and repaired.

**RESOLVED:**

That Cabinet;

1. Approved the 2021/22 'School Minor Works' budget to rectify condition issues in WNC maintained schools, ensuring the Council continues to fulfil its statutory obligation of maintaining its school estate;
2. Noted that WNC's allocation of 'School Condition Allocation' funding for 2021/22 had been confirmed by the DfE at £1,629,546 and agreed that this grant funding would be utilised as WNC's 'School Minor Works' budget for 2021/22;
3. Noted that any works undertaken under the 'Schools Minor Works' budget would be delivered as part of a rolling programme of conditions surveys at maintained schools in the Local Authority;

**8. Commissioning Residential and Nursing Care Services for Older People**

At the Chairman's invitation Councillor Golby presented the report, copies of which had been previously circulated. The Committee was informed that the current contract ends on the 31<sup>st</sup> August 2021 with no option to extend, and that there will be a new Interim DPS framework put into place.

Councillors made the following comments.

- It was asked whether there were any council run care homes. There had been 2 in Daventry but both had been closed down. It was noted that there had been an increase in the cost to families and the council during this time.
- It was suggested that there was a lack of space for Dementia patients which then required them to remain in hospital when not necessary.
- It was asked why the associated risk had been noted as red and what that entailed.
- There had been no mention of the ethical care charter which ensured that those who worked within the care sector followed the required procedures.

Councillor Golby advised that scrutiny was welcomed which could help to add value.

Stuart Lackenby the Executive Director for Adults, Communities and Wellbeing made the following comments.

- The goal was to enable people to continue to live in their own homes as much as possible.
- Providers could be added or removed depending on which services were required.

- It was noted that this was a long-term approach and that some fee levels were not in line with the Council's needs. The Council needed to be confident that the fee rates match up to the care provided.

**RESOLVED:**

That Cabinet;

1. Noted the commissioning activity to date along with ongoing intentions to commission and procure residential and nursing care services for the future.
2. Approved for delegated authority be given to the Executive Director for Adults Communities and Wellbeing to undertake a procurement exercise to secure and implement an interim Dynamic Purchasing System (DPS) framework to commence the 1 September 2021 for a period of 12-months.
3. Approved the proposed fee rate inflationary uplift of 2.65% for 2021-22 to support market delivery cost pressures.

9. **National Bus Strategy**

At the Chairman's invitation Councillor Larratt presented the report copies of which had been previously circulated. The report advised that the funding for some bus services was coming to an end. The Government published the 'Bus Back Better' bus strategy, which had dispersed £3billion of funding in order to help the bus industry recover. In order to access this funding it would be necessary for the council to establish partnerships with bus strategies, this commitment needs to be made by the end of June, with the bus service improvement plan published by the end of October. The Government expects this to then be delivered by January 2022.

Councillors made the following comments.

- It was asked whether having a council run service could be considered.
- It was asked whether the current bus station would have the necessary capacity for extra services.
- A cross party working group to try and realise this project was suggested.

Councillor Larratt advised that he would be happy to consider a cross-party working group, and noted that the idea of franchising had been dealt within the report, but, it was felt that it would be unsuitable for West Northants.

The Executive Director of Place & Economy, Stuart Timmins made the following comments.

- Franchising had been looked at with regards to scale and capacity, it was advised that nothing was off the table regarding this possibility.
- The Government had been clear on the required partnership. It would, however, be up to the council to determine what that would look like going forward.

**RESOLVED:**

That Cabinet;

1. Noted the challenges faced by the bus industry due to COVID-19 and the funding that is being provided by the Government and Council to ensure that bus services continue to operate, as set out in Section 5 of this report;
2. Noted the publication of Bus Back Better, the National Bus Strategy for England, as summarised in Section 6 of this report;
3. Committed to the formation of an Enhanced Partnership under the Bus Service Act 2017, for the reasons set out in Section 7 of this report; and
4. Agreed that delegated authority be given to the Executive Director for Place, Economy and Environment, in consultation with the Cabinet Member for Transport, Highways & Waste Services to prepare an Enhanced Partnership and Bus Service Improvement Plan to be brought back to Cabinet for approval

10. **Proposed redevelopment of the former Avenue Campus to provide affordable housing**

At the Chairman's invitation Councillor Brown presented the report, copies of which had been previously circulated. The Avenue Campus housing project had been a legacy issue, Northampton Borough Council proposed purchasing the site, but this had not concluded before vesting day. It had been proposed that this purchase should occur through the housing accounts and using New Homes England Funding. It was advised that 170 new homes were planned for this site, and that a significant amount of legal due diligence work was underway. The team in charge of this project had developed financial appraisals of the scheme.

The Cabinet then resolved to hold part of the meeting in private in order to discuss the appendix attached to the report, the content of which was exempt from publication.

**RESOLVED:**

That under Section 100A of the Local Government Act 1972, the public be excluded from the meeting for the following items of business on the grounds that if the public were present it would be likely that exempt information under paragraph 3 of Part 1 of Schedule 12A to the Act would be disclosed to them.

**RESOLVED:**

That Cabinet;

Delegate to the Executive Director for Place, Economy and the Environment, in consultation with the Cabinet Portfolio Holder for Finance and Cabinet Portfolio Holder for Culture, Leisure and Housing, the completion of the acquisition of the University of Northampton's Avenue Campus in St George's Avenue, Northampton Avenue Campus excluding the Newton Building to enable development to be taken forward as described in this report

11. **Updates to the Constitution**

At the Chairman's invitation Councillor Brown presented the report, copies of which had been previously circulated. Cllr Brown proposed that the second recommendation be altered to remove the approval of changes under Part 8, paragraph 7, in order to maintain consistency with the discussion that had taken place at the Full Council.

**RESOLVED:**

1. The changes to the Constitution already made by the Monitoring Officer under her delegated power be noted.
2. The proposed changes to the Constitution set out in Appendix 1 be agreed, aside from the changes under Part 8, paragraph 7.
3. Delegated power be granted to the Monitoring Officer to amend the Constitution to give effect to the agreements for joint arrangements with LGSS (Cambridgeshire, Bedford, Milton Keynes) Northampton Partnership Homes and North Northamptonshire Council.
4. A further review of the Constitution and Member Officer Protocol be carried out by the Democracy and Standards Committee and referred to a future meeting of Council.

**12. Appointments to Partnership Organisations**

The Chairman presented the report and in lieu of a report read out the recommendations which were then agreed by Cabinet.

**RESOLVED:**

That in lieu of a report, Cabinet was asked to note that the Leader will inform Democratic Services of the Appointments to Partnership Organisations.

**13. North West Relief Road**

At the Chairman's invitation Councillor Larratt presented the report, copies of which had been previously circulated. The report stated that the scheme would provide the necessary infrastructure for new residents in the areas and lessen any travel time. The business case for the proposal had been strong. Councillors made the following comments;

- It was suggested that travel times may not be helped by this road. It could make travel worse and as such would be of no benefit to Northampton.
- It was suggested that the Council had been backed into a corner over this issue, considering that the project had gone £20 million over budget and could possibly be more.
- It was noted that there was a need for an orbital road but that this road should be viewed as an access road, and as such should not be part of the orbital road project.

- Clarification was requested with regards to where the section 106 money had been taken from. If money had been borrowed this would be a concern for residents, and could impact the Council's budget.
- It was advised that there had been some confusion from residents as to purpose of the road.
- It was unclear how some residents would use part of the route.
- It was hoped that Audit and/or Scrutiny would take a look at this item and include it in their work plan.
- It was asked whether any money had been signposted to go into the neighbouring communities.

Councillor Larratt made the following comments in response.

- It was advised that there was a requirement to deliver the relevant housing to the area and as such the project was needed.
- The air quality and amount of congestion and pollution had been taken into account.
- It was noted that a bid was being put forward. If the bid were not successful then a report would come back to Cabinet for further discussion.
- He had been informed that the relief road was essential to the development of Dallington Grange.

Stuart Timmiss Executive Director of Place and Economy made the following comments.

- Section 106 funding had been agreed and was assigned for this project, with a fair level of commitment.
- If the development was over a certain number of houses then the Council would get funding for this.
- Scrutiny of the project was welcomed.
- Going forward, work would be undertaken with The Executive Director of Finance and his team in order to look at what further plans could be put into place.
- The priority of the orbital road development was noted with regard to infrastructure.

**RESOLVED:**

That Cabinet;

1. Noted continued progress to deliver the Northampton North West Relief Road;
2. Supported the capital investment required to complete this scheme as set out in Section 6.1 of this report and required to proceed to construction including forward funding against future S106 and Community Infrastructure Levy payments;
3. Agreed to progress a bid to the Levelling Up Fund for £20 million;

4. Noted SEMLEP's proposed conditions on the continued financial support from the Local Growth Fund as set out in Section 5.2

14. **Urgent Business**

There was none.

The meeting closed at 8.00 pm

Chairman: \_\_\_\_\_

Date: \_\_\_\_\_

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET MEETING

13 JULY 2021

#### CABINET MEMBER WITH RESPONSIBILITY FOR ENVIRONMENT, TRANSPORT, HIGHWAYS & WASTE: COUNCILLOR PHIL LARRATT

<b>Report Title</b>	<b>Environmental Principles and Framework</b>
<b>Report Author</b>	<b>Simon Bowers, Assistant Director Assets &amp; Environment, Simon.Bowers@westnorthants.gov.uk</b>

<b>Contributors/Checkers/Approvers</b>		
<b>West MO</b>	<b>Catherine Whitehead</b>	28 <sup>TH</sup> June 2021
<b>West S151</b>	<b>Martin Henry</b>	28 <sup>th</sup> June 2021
<b>Other Director</b>	<b>Stuart Timmiss, Executive Director Place, Economy &amp; Environment</b>	28 <sup>th</sup> June 2021

#### List of Appendices

**Appendix A – Oxford-Cambridge Arc Environment Principles**

**Appendix B – Report of the West Northamptonshire Environment Task and Finish Group**

#### **1. Purpose of Report**

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- 1.1 To present for endorsement and adoption the Oxford-Cambridge Arc Environment Principles as approved by the Arc Leadership Group on 9<sup>th</sup> March 2021 and the Environmental Framework proposed by the Environment Task and Finish Group.

#### **2. Executive Summary**

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- 2.1 The Oxford-Cambridge Arc Leadership Group has adopted a set of Environment Principles and proposed the development of an Arc Environment Strategy. It is seeking endorsement of these approaches from the Arc partners, including this Council.
- 2.2 The West Northamptonshire Environment Task and Finish Group has prepared an Environmental Framework to help guide the Council's actions in this field.

- 2.3 It is suggested the documents are endorsed or adopted (as applicable). Both offer useful assistance in taking forward matters the Council is likely to want to progress, and also support clear decision-making on these matters.
- 2.4 Further work to implement both documents would be needed. This would have some resource implications, but also offer some potential for savings and income generation. There are some risks associated with proceeding but on balance these are considered less than the risks of not acting.

### **3. Recommendations**

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- 3.1 It is recommended that Cabinet:
- a) Endorses the Arc shared environment principles as set out at Appendix 1.
  - b) Supports the development of an Arc Environment Strategy which would provide for how the principles can be delivered.
  - c) Adopts the proposals set out in the WNC Task and Finish Group report as set out at Appendix 2, subject to:
    - i. The commitment to purchasing 100% 'green' energy is understood to mean electricity generated and gas produced without the use of fossil fuels, and to apply from 1<sup>st</sup> October 2021 or as soon as possible thereafter.
    - ii. To accommodate this, an increase in the energy budget of £25,000 in the current financial year and £50,000 in 2022/23 is approved. The current year cost is to be met from in-year underspends or from General Fund balances if required.

### **4. Reasons For Recommendations**

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These courses of action are proposed because the Arc Principles and proposed Strategy should support the objectives of the Council, notably as set out in the Corporate Plan 2021-2025, and reinforce its influence by working with partners across the Arc, and because the Framework offers a useful structure for the Council to embed environmental issues in its decision-taking and service delivery.

### **5. Report Background**

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#### **Arc Environment Principles**

- 5.1 This section of the report uses with some minor changes wording commended to each partner by the Arc Leadership Group.

#### *Background*

- 5.2 In 2020 the Arc Leadership Group Environment Working Group agreed to produce a set of Arc-wide Environment Principles. The recommended principles are attached as Appendix 1. They are the result of a collaborative piece of work led by a range of partners and stakeholders including:

- Environmental NGOs (who drafted the first document)
- Local nature partnerships
- Local government environment and planning policy representatives (responses were received from around 20 local authorities, with representation from across the Arc)
- DEFRA
- Natural England
- Environment Agency
- MHCLG (planning policy lead)
- University representative from the Universities' Environment Group
- A LEP representative
- Anglian Water
- A South East Energy Hub representative

5.3 The document was endorsed by the Arc Leadership Group Plenary on 9<sup>th</sup> March 2021. It is hoped by having developed consensus and support for these principles, including direct engagement with Government, that these will be used to support emerging environmental policies within the emerging Arc Spatial Framework. The agreed principles would be strengthened further after being publicly considered by every partner organisation.

#### *Status of principles*

5.4 The principles are not formal policy but rather a shared statement of ambition for the Arc. They are intended to:

- Support our position with respect to the environment policies emerging from the Arc Spatial Framework.
- Allow use of the Arc as a place for DEFRA to test and apply its 25-year plan and funding through pilots and projects.
- Support local planning authorities with a frame of reference to further develop the principles through local and strategic plans at a local and sub-regional level.

5.5 The Arc Leadership Group will next be developing an Arc Environment Strategy which will provide the route map to delivering against these ambitions, including trajectories for meeting ambitious future performance targets.

#### *Outline of the Principles*

5.6 There are five overarching principles:

- a. To target net zero carbon at a pan-Arc level by 2040.
- b. To protect, restore, enhance and create new nature areas and natural capital assets, including nationally and locally designated wildlife sites and priority habitats through the implementation of the spatial planning mitigation hierarchy of avoid, mitigate, compensate and gain.
- c. To be an exemplar for environmentally sustainable development, in line with the ambitions set out in the government's 25-year plan. This will incorporate a

systems-based and integrated assessment and implementation approach. We will aim to go beyond the minimum legislated requirements for development.

- d. To ensure that existing and new communities see real benefits from living in the Arc.
- e. To use natural resources wisely.

- 5.7 Each theme has several sub-principles which describe further the outcomes we aspire to. Some of the sub-principles will evolve further as we develop our thinking (for example, a waste/circular waste principle).

#### *Next steps*

- 5.8 Having been endorsed by the Plenary, the Arc Environment Principles will be shared amongst a wider audience including the development community to gain support and buy-in. It is intended that each partner organisation will now proceed to take these through local decision-making processes to provide even more support for the shared principles.
- 5.9 The next piece of work for the Arc Environment Working Group is to develop an Environment Strategy which will set out a comprehensive plan for how the principles will be delivered in the Arc. It is likely that the strategy will take 12-18 months to complete.

#### **West Northamptonshire Environmental Framework**

- 5.10 At Shadow Executive on 23<sup>rd</sup> June 2020 an Environment Task and Finish Group was established. The overall purpose of the group was:

“To develop and recommend a policy framework to ensure the new authority leads the way in environmental protection through its decision-making and service delivery”.

- 5.11 The Group concluded its work in January 2021 with a proposed Environmental Framework for the new Council. This includes a number of structured recommendations for how WNC should approach these issues.

- 5.12 The full Environmental Framework is given in Appendix 2. It addresses issues through the following themes:

- Culture and leadership
- Governance and decision-making
- Partnership working
- Place services
- People services

- 5.13 The report notes that the “list of recommendations is not exhaustive. Once work from the other Task and Finish Groups is collated and the new West Northamptonshire Council is established there will likely be further opportunities to expand on these high level recommendations. Therefore, this list should be seen as the foundations of which to build the ‘greenest’ Council in the country.” In this respect, the Council may usefully

have regard to the [Sustainable Development Goals](#) (SDGs) adopted by the United Nations.

## **6. Issues and Choices**

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- 6.1 The Council could chose to endorse or adopt the Principles or the Framework, or not do so. It could also adopt the Framework with amendments, or propose changes to the Principles for discussion with other Arc partners.
- 6.2 In relation to the Principles, it is considered that they cohere well with the Council's emerging approaches. They have also been prepared in partnership, including all the predecessor councils to this Council, and involving senior Members.
- 6.3 The Principles should be a valuable tool to help ensure that the Arc, including West Northamptonshire, is in a better condition environmentally by 2050 than it is now, even allowing for the development that is expected to occur. As a shared set, they are likely to have greater impact on Government and its agencies than anything this Council could produce by itself.
- 6.4 Not endorsing the Principles seems unlikely to achieve more positive results. It would be likely to leave West Northamptonshire somewhat isolated on these issues, and potentially vulnerable to less environmentally appropriate activities or developments.
- 6.5 Therefore it would seem appropriate for WNC to endorse the Principles, and to support work on an Arc Environment Strategy to help put them into action.
- 6.6 In relation to the Framework, it has been prepared by a cross-party Task and Finish Group and sets out a clear approach to managing the environmental impact of the Council's policy choices and service delivery arrangements. Whilst it would require a degree of focus and therefore resource by the Council, it reflects what are expected to be a key policy objectives of the Council. Indeed, Cabinet in June 2021 adopted a policy of seeking carbon neutrality by 2030, reflecting the proposal in the Framework.
- 6.7 Measures which could be taken under the Framework also have the potential to reduce costs, notably in energy efficiency, or to generate income (notably in renewable energy generation) from Council assets. The proposal to purchase solely 'green' energy has potential costs; see below on these.
- 6.8 The Framework would also help the Council demonstrate compliance with duties and expectations on public bodies in relation to biodiversity and climate change.
- 6.9 Therefore it would seem appropriate for WNC to adopt the Framework.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 As the Principles are of general application they do not have direct financial implications. When specific actions are proposed in relation to or under them or the Framework the financial implications of those actions would need to be addressed.

- 7.1.2 At this strategic level the major, if unquantified, issues to note are the proposals in the Framework for ISO50001 (energy management systems) accreditation (actually certification), and for dedicated staffing. These will carry certain costs, although as the outgoing councils also had such approaches they may not be net additional costs. In any event, proposals for staffing and budgets would be subject to approval in the normal ways.
- 7.1.3 The proposal in the Framework for the Council to adopt 'green' energy for all of its buildings is taken to mean (at this stage) electricity and gas in buildings the Council directly occupies and not, for example, those occupied by commercial tenants or service providers such as leisure operators. Including the latter would be a longer-term issue, to be addressed as part of the 2030 net zero target. Likewise, under ISO50001 the Council would be actively managing its energy use with a view to becoming more efficient and thereby reducing consumption.
- 7.1.4 NCC had already applied 100% renewable electricity and gas supplies and this was allowed for in budgeting, so no cost issues would arise from that source. The former district and borough councils contracted to use 3.6 million kWh of gas and 2.8 million kWh of electricity per year. The cost premium for gas is currently £0.00950 per kWh and for electricity £0.00075 per kWh. Thus the premium for gas is likely to be £34k pa and for electricity £2k pa. Allowing for fluctuations in usage it may be wise to budget for £50k pa in total. As technology advances, particularly in sustainable electricity generation, the cost premium seems likely to reduce over time and may eventually fall to zero or below.

## 7.2 **Legal**

- 7.2.1 The Council has the power to take the proposed actions under, among other powers, the general power of competence provided by Section 1 of the Localism Act 2011. As the principles are of general application they do not raise any specific legal implications. Where specific actions are proposed in relation to or under the principles any legal issues they raise would need to be considered at that time.
- 7.2.2 The Council has specific duties to have due regard to conserving biodiversity through its decisions under Section 40 of the Natural Environment and Access to the Countryside Act 2006. The Principles and Framework should assist it in demonstrating compliance with this duty.

## 7.3 **Risk**

- 7.3.1 Whilst both the Principles and the Framework set out approaches likely to be generally regarded as desirable, they do carry some risks. In particular:
- a. There is the potential to increase public expectation of what can be achieved without necessarily having the resources or powers to deliver it.
  - b. They may create tension with other priorities and calls on resources.
  - c. The Framework is Arc-wide, which could suggest that if other Arc partners struggle to meet their 'share' of the goals, pressure might come on West Northamptonshire to assist.

7.3.2 None of these risks is considered sufficient to suggest the Principles and Framework should not be endorsed or adopted. Moreover, the risks of not acting include:

- a. Lack of focus on achieving environmental outcomes for West Northamptonshire, including insufficient mitigation of climate change impacts (such as flooding) and loss of biodiversity.
- b. Weakening of influence within the Arc arrangements and with Government, particularly on these issues.

#### 7.4 **Consultation**

7.4.1 Neither it nor the Framework have been subject to specific public consultation. However, their tenor is considered in line with other documents and strategies adopted by the previous councils for West Northamptonshire, many of which were subject to consultation.

#### 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

#### 7.6 **Climate Impact**

7.6.1 Climate is a key focus for both the Arc principles and the Task & Finish Group's recommendations. Endorsing and adopting the principles should help the Council focus on measures which both mitigate and adapt to climate change.

#### 7.7 **Community Impact**

7.7.1 The principles are of general application. They will clearly have different impacts, and require different implementations, in different parts of West Northamptonshire.

### **8. Background Papers**

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8.1 None.

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# Shared regional principles for protecting, restoring and enhancing the environment in the **Oxford-Cambridge Arc**





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## Foreword

**The days when we could take our environment for granted are long gone. We must now seek out every opportunity we can to protect and enhance what we have left and ensure that we do everything we can to ensure that the Oxford-Cambridge Arc is a place where we can all work and live truly sustainably.**

Both the Arc Leadership Group’s OxCam Arc Economic Prospectus and the Government’s publication, planning for sustainable growth: introduction to the Arc Spatial Framework has given top billing jointly to the economy and the environment. It is now our job to ensure that the environment is at the centre of everything we do and every decision we take.

The work of the OxCam Arc Environment Working Group has been focused on putting forward this set of principles that will allow us to be outstandingly ambitious and aspirational for the OxCam Arc. If we can get this right then the world will look to our ‘Green Arc’ as an internationally significant exemplar for the very best in sustainable living and working, for practical ways to doubling nature, and innovative solutions to energy and water shortages as well as stimulating a green economy.

These principles will form the basis for the creation of an OxCam- wide Environmental Strategy that will embrace everything from green spaces, to housing standards, to sustainable transport, energy generation and transmission and water management and conservation.

It is vital, as we and government move forward with the OxCam Arc, that we take the people already living here with us. We can do this by committing to greener transport, by doubling the number of trees and acreage of accessible managed green spaces, by protecting our chalk streams and supporting local green energy production to name but a few.

If we are to double economic growth along the OxCam Arc then as a minimum we must be doubling nature and ensuring that the Arc leads the way in the zero carbon living and working of the future.

**Councillor Bridget Smith,**  
Leader South Cambridgeshire District Council,  
Chair Arc Environment Working Group

Left  
Paragliding off the  
Dunstable Downs Chiltern  
Hills in Bedfordshire



## In March 2019, Government and local partners set out their ambition for the Arc in a joint declaration<sup>1</sup>:

“We want better places to live, which are beautiful and inspiring, to benefit the Arc’s residents today as well as tomorrow. The Government has already set out its intention for the Arc to embody England’s 25 Year Environment Plan, which we will work together to deliver, including through planning for local natural capital. We want new developments to use intelligent and sensitive design to create or enhance habitats and improve habitat connectivity, in situ and in the surrounding area. We also want to improve access to the environment for existing and new communities in order to improve health and wellbeing.”

“Conserving and enhancing the natural environment is at the heart of Government’s ambitions for the Arc. The 25 Year Environment Plan also sets out our comprehensive approach to improving landscapes and habitats, and

the aspiration to move to a policy of net environmental gain. We expect the policy for the wider Oxford-Cambridge corridor to embody this approach.”

An Environment Working Group (EWG) has been established to take forward the environmental pillar outlined within the joint declaration. The EWG will work with partners in the Arc, including those responsible for the other pillars, to ensure that the protection and enhancement of the environment is at the heart of decision-making and any actions are based on a clear and agreed evidence base.

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/799993/OxCam\\_Arc\\_Ambition.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/799993/OxCam_Arc_Ambition.pdf)

**In October 2020 an economic prospectus for the Arc was published jointly by local authorities and the Local Enterprise Partnerships within the Arc. It outlines the following vision:**

“By 2050, the Arc will be a world leading place for high-value growth, innovation and productivity. A global hub where ideas and companies are generated and thrive, home to exemplary models of 21st century development, with a high-quality environment and outstanding quality of life, and with a strong economic focus that drives inclusive clean growth.”

**The environmental principles supporting this vision are set out in this document. They are ambitious and will require the collective effort of all partners in the Arc if they are to be delivered.**



**Above**  
Sunrise at Willen Lake in Milton Keynes.

**Right**  
Elmsbrook eco-town - Bicester.



**The principles address how we will tackle some of the biggest challenges of our time:** achieving net zero carbon, climate resilience, biodiversity net gain, environmental net gain, doubling the area of land actively managed for nature, restoring, protecting and enhancing the natural environment and ensuring renewable natural capital (resources derived from living things that if properly managed can be replenished) remains available for future generations.

## The principles

**The regional principles have been written and agreed by the Arc’s local partners and stakeholders. They are informed by Government policy. They are a clear statement of regional intent that will help to clarify the commitment to adopting an approach that results in environmentally sustainable economic growth. This includes the protection, restoration and enhancement of the environment (air, water, land, soil, biodiversity), net biodiversity and net environmental gain, net zero carbon, the sustainable use of resources.**

The principles align with the government’s 25 Year Environment Plan<sup>2</sup> and the commitment in the joint declaration to embody the 25 year plans goals and ambitions.

We will also take account of other appropriate government strategies, plans and guidance. Our aim is for the principles to inform and become an integral part of developing plans and statements in relation to the Arc, local plans, local council activities and the plans and activities of activities and delivery programs for all bodies operating in the Arc. It is also our ambition to see universities, private sector developers and third sector organisations adopt these principles.



Above  
Cotswolds Hills Countryside  
in the area of outstanding  
natural beauty.

Right  
Autumn view of the river  
Nene Valley, near Castor  
Village, Cambridgeshire.

<sup>2</sup>A Green Future: Our 25  
Year Plan to Improve the  
Environmentfile/799993/  
OxCam\_Arc\_Ambition.pdf

# The Arc partners will seek to:

1.

## Work towards a target of net zero carbon at an Arc level by 2040.

This will include:

- Ensuring all **decisions about development and new infrastructure support this goal.**
- Working with Government to **enhance building regulations and planning policy to actively reduce the carbon footprint of, and energy consumption in, new buildings.**
- Pursuing a **major programme of transformation** in existing settlements and infrastructure to reduce energy intensity and carbon emissions.
- Construction, operational and transport activities.

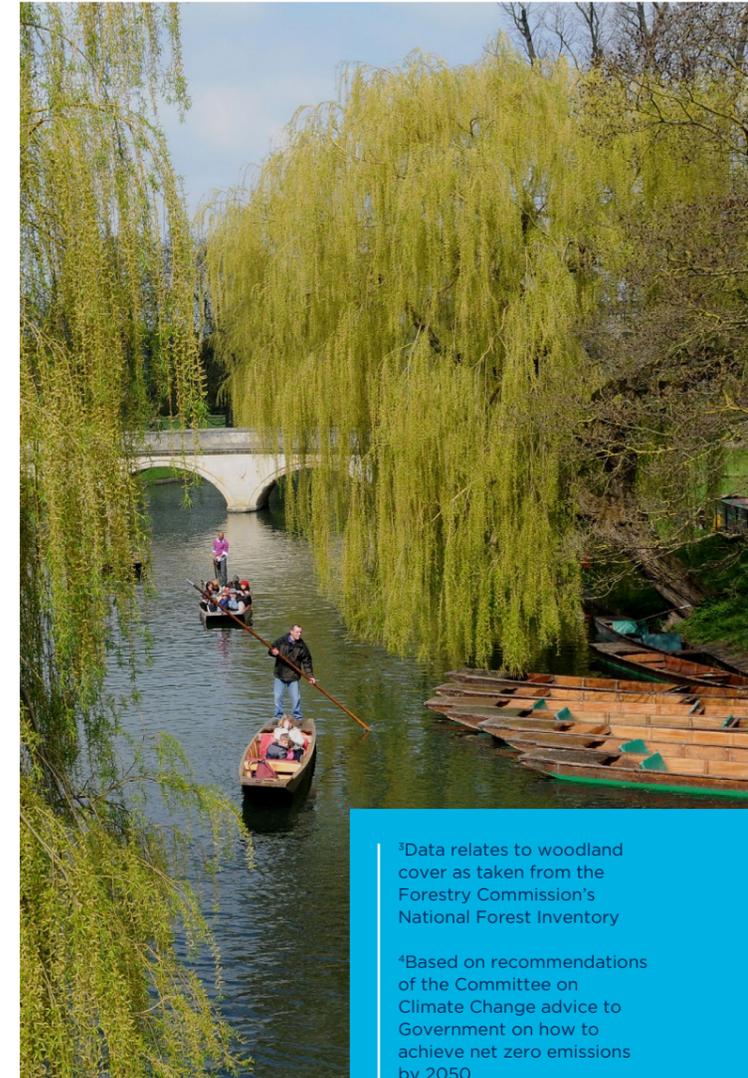
2.

## Protect, restore, enhance and create new nature areas and natural capital assets, including nationally and locally designated wildlife sites and priority habitats, and links between them. We will implement the spatial planning mitigation hierarchy of avoid, minimise, remediate, compensate and gain. This will include:

- Doubling the area of land managed primarily for nature in the Arc (**'Doubling Nature'**). To contribute to Government's commitment to protecting 30% of land for nature conservation by 2030. We will seek to maximise public, private and third sector funding opportunities **to protect, restore and enhance the natural environment** and maintain existing, and increase investment in, natural capital assets, working with partners including major landowners and our important agriculture sector across the Arc.



- Coordinating work on local nature recovery strategies and the Arc's contribution to **the Nature Recovery Network for England** by creating more, bigger, better-connected places, in the required condition, for nature including landscape scale interventions.
- Delivering **biodiversity net gain for Town & Country Planning Act developments of 20%**. This is above the 10% Government mandated minimum to reflect the Arc's world leading environmental ambitions.
- Delivering **biodiversity net gain for all developments of 20% with a minimum requirement of 10%** including Nationally Significant Infrastructure and projects brought forward outside of the Town & Country Planning Act. This is to reflect the Arc's world leading environmental ambitions.
- Working with Government to develop a suitable net environment gain metric that** incorporates biodiversity net gain and, once available, to set an ambitious target to reflect the Arc's world leading environmental ambitions.
- Establishing **human and nature mobility corridors** across the Arc – using existing or new transport corridors for maximum environmental benefit/gain.
- Increasing tree and woodland cover across the Arc from 7.4%<sup>3</sup> to 19%<sup>4</sup>.** This is in recognition of the ability of trees and woodlands to deliver a wide range of environmental, health, social and economic benefits. We will ensure the right trees are planted in the right places.
- Protecting and enhancing protected landscapes. Enhancing landscape character areas, recognising the intrinsic character and beauty of the wider countryside.



<sup>3</sup>Data relates to woodland cover as taken from the Forestry Commission's National Forest Inventory

<sup>4</sup>Based on recommendations of the Committee on Climate Change advice to Government on how to achieve net zero emissions by 2050

## 3.

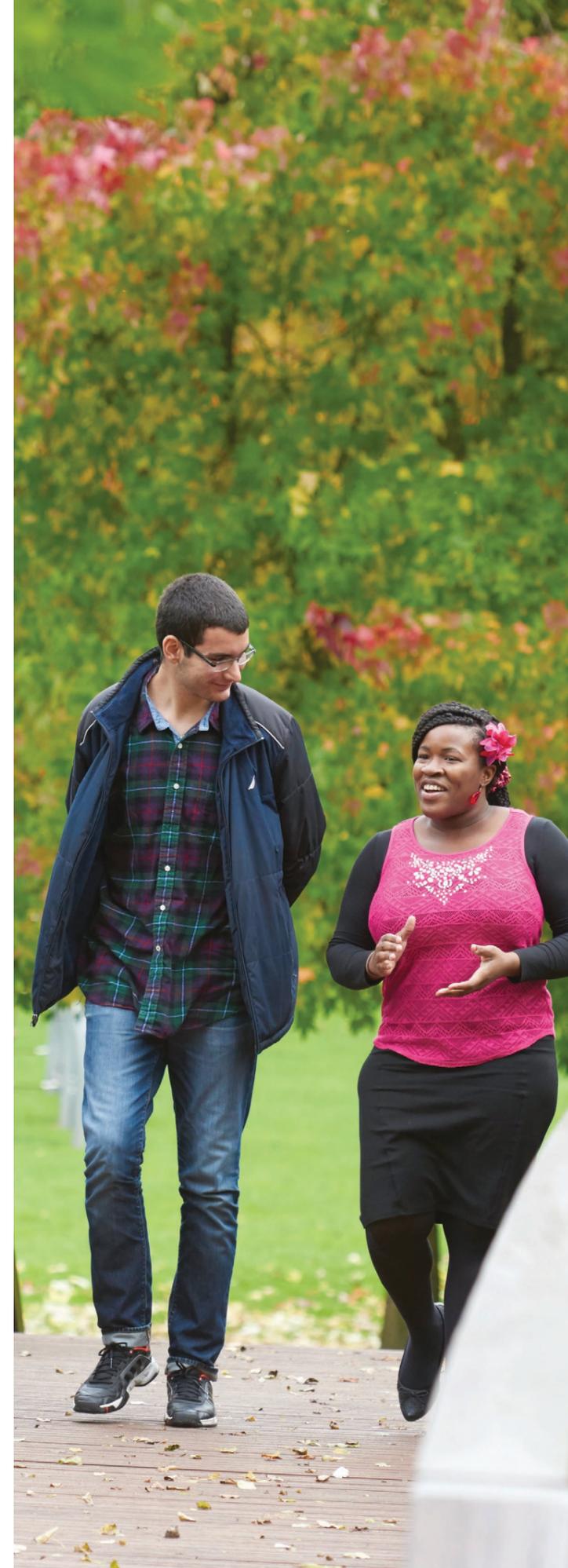
**Be an exemplar for environmentally sustainable development, in line with the ambitions set out in the government's 25 year plan. This will incorporate a systems-based and integrated assessment and implementation approach and will fully recognise the associated health and wellbeing benefits. We will aim to go beyond the minimum legislated requirements for development.** This will include:

- a. **All new settlements, urban extensions and infrastructure contributing to the achievement of delivering net biodiversity gain, net environmental gain, and net zero carbon** both in site and route selection and in the design of settlements and transport corridors. In addition, areas of tranquillity will be protected and measures taken to avoid light pollution and protect dark sky areas. Making cycling and walking more attractive ways to travel and investing in zero emission public transport of the future.
- b. **Understanding the impact of development on the natural environment**, including cumulative and indirect impacts (taking into account associated housing and other forms of development), so that these can be addressed in line with the mitigation hierarchy, and carrying out environmental and strategic assessments as appropriate for the type and scale of development programmes including options and proper community consultation.
- c. Understanding the Arc's environmental capacity to accommodate different levels of growth and development in different locations and **ensuring that planned growth and development remains well within environmental capacity limits.**
- d. Working with Government to **enhance the building regulations and the role of planning policy so that they align with sustainability principles, and actively reduce the carbon footprint, water and energy consumption** in new and existing buildings. We will encourage Arc local partners to exceed the minimum standards required by building regulations.
- e. Promoting the switch to renewable and other sustainable energy supplies, improving travel choices, and supporting changing working practices. This will enable **improvements to the design and development of sustainable communities and the protection and enhancement of the natural environment.**

## 4.

**Ensure that existing and new communities see real benefits from living in the Arc including through:**

- a. **Maximising the health and wellbeing benefits of nature** by providing sector-leading areas of accessible nature-rich greenspace in, and accessible to, new settlements, urban extensions and commercial zones and increasing and enhancing greenspace, and access to it, for existing settlements in the Arc.
- b. **Promoting and increasing equality of sustainable access to nature and its benefits** by investing in, increasing and enhancing nature-rich greenspace in the places and communities where it is most lacking. We will improve access to greenspace and nature, ensuring Natural England's Access to Natural Greenspace standards, and (once available) Green Infrastructure Standards, are maximised for existing housing and delivered for future developments.



## 5.

**Use natural resources wisely by:**

- a. Working to address existing **water resource, water quality and flood management** issues and through an integrated approach across the water agenda ensure future issues and risks are managed, including in the context of climate change, with a focus on nature-based interventions.
- b. Ensuring that soil quality is properly protected and improved including within development, infrastructure and agricultural activities.
- c. Making **more efficient use and management of waste and resources**, working towards a circular economy with no net waste and promoting the use of sustainable building materials and construction guidelines.
- d. Working with local authorities to share best practice and coordinate action being taken on local **air quality management plans** including addressing emissions from agriculture and from installations regulated by the Environment Agency.
- e. Supporting the development of interventions that reduce the **impact of agriculture on the environment** and support productivity.
- f. Helping to build collaboration between farmers to generate catchment and landscape scale environmental improvement under the **Environmental Land Management Scheme**.
- g. Ensuring that the required mineral resources for the Arc are sourced in an environmentally sensitive manner and that mineral sites are restored in a coordinated manner to after-uses that benefit nature and people, as well as helping to provide ecosystem services such as carbon sequestration and water management.

**We will continue to work with the other Arc pillars to develop appropriate environmental principles for incorporation within these workstreams.**

**We will review and update the environmental principles in the light of developing policies, practices, evidence, experience, knowledge and governance arrangements.**



## Resourcing our ambitions

**To achieve delivery of these principles we will need to work collaboratively across the public, private and third sectors. Some resources are already in place and there are many more that we will need. As a starting point we will:**

- Build on the work of the Arc Local Natural Capital Plan and the associated work in the 5 counties to **make publicly available, agreed baseline maps for natural capital and ecosystem services across the Arc**. Resources will be required to maintain the data and make it accessible.
- Work with the statutory agencies and with local councils to ensure ready **access to the wide range of environmental data** currently collected by them.
- **Work with government to agree methodologies** for both net biodiversity gain and net environment gain for use within the Arc. We will establish a technical group(s) to assess net gain propositions on behalf of local planning authorities and provide planning committees with independent advice.
- **Support and promote a 5 yearly environmental census** across the Arc including promoting public engagement through citizen science approaches.
- Use **evidence on health, deprivation and ecosystem services demand** (e.g. for air quality improvement) to inform planning for greenspace, habitats and **natural capital assets**.
- Work with all those that fund nature improvement work across the Arc including the Defra Group, water companies, environmental Non-Governmental Organisations, local councils, catchment partnerships, housing and commercial property developers and infrastructure providers, together with those allocating Environment Land Management System funding, and private investors to **take a more efficient and effective systems based approach to natural capital and ecosystem systems based interventions**. We will seek to ensure that funding is used strategically and not in a piecemeal way.
- **Invest in projects that deliver natural capital and environmental benefits**, such as carbon sequestration, pollinator habitats, soil improvement, flood alleviation and water resource resilience, and establish Arc-wide and more local Natural Capital Investment Plans to inform and support the emerging Arc Spatial Framework.

## Monitoring

We will pursue our commitment as outlined within these principles and will work with government and local partners on the development of associated metrics and targets in line with the 25 Year Environment Plan, carbon reduction commitments and the UN Sustainable Development Goals.

## Engagement

We will engage and consult with communities, residents and people working in the Arc, as well as businesses, other organisations and NGOs, on the vision and ambitions for sustainable environmental growth in the Arc.

This document is supported by the Arc Leadership Group, Arc Universities Environment Group, Arc Local Enterprise Partnerships, England's Economic Heartland, and has been drafted with input from the Arc Local Nature Partnerships whose members include representatives from environment NGOs, local councils, LEPs, developers, businesses, business representation bodies, the Environment Agency, Natural England, and the Forestry Commission and important contributions from central government departments, other environment NGOs and businesses.





**Below**  
Sunrise panorama at  
the Campbell park in  
Milton Keynes.

Published by the  
Environment Working Group,  
Oxford-Cambridge Arc  
Leadership Group: March 2021



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# Appendix B

## An Environmental Framework for the West Northamptonshire Unitary Authority

### West Northamptonshire Environment Task and Finish Group

January 2021



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## Background

Following a recommendation at the West Northamptonshire Shadow Executive Committee on 23<sup>rd</sup> June 2020, it was resolved that an Environment Task and Finish Group be established. The overall purpose of the group was:

*“To develop and recommend a policy framework to ensure the new authority leads the way in environmental protection through its decision-making and service delivery”.*

In order to deliver on this purpose, three key scope requirements were included in the terms of reference (included in Appendix 1) for the Group. These were to:

- Identify best practice in environmental protection and enhancement within local authorities locally and nationally;
- Identify areas in which the new authority can demonstrate environmental protection and enhancement; and
- Develop a framework which West Northamptonshire Council (WNC) can use to guide its decision making, policy development and service delivery in relation to environmental protection and enhancement, including climate change commitments.

Overall it was understood that once the purpose had been met, the Group would be able to recommend to the West Northamptonshire Shadow Executive Committee an Environmental Framework. This would highlight how the new authority can embed environmental considerations in its decision making. The framework would identify decisions, policies and services, which could all contribute towards protecting the environment and tackling climate change. It would also prioritise those areas the Group recommends the authority develops first.

This report meets the original purpose, by providing a series of structured recommendations under an Environmental Framework, and has been submitted to the Shadow Executive Committee for consideration.



## Methodology

A terms of reference was created for the Group and is provided in Appendix 1 to this report. It sets out the approach taken to developing the Environmental Framework.

Five Members were appointed representing all current local authorities in West Northamptonshire, along with a number of Officers to support the development of the Framework. Monthly meetings took place, with the inaugural meeting on 6<sup>th</sup> July 2020.

At this first meeting, the terms of reference were approved and the agreed approach to future meetings was confirmed. Furthermore, Members were presented to by Officers to set the scene on current activity across the local authorities, including the potential services that interact with the environment and climate change, and some examples of other best practice across the country.

A set format was proposed for each meeting, to help structure discussions and identify recommendations. The main basis of this, was the use of the Centre for Public Scrutiny's document "10 questions to ask if you are scrutinising climate change"<sup>1</sup>. The document provided ten questions included in Table 1 below:

<b>How well does the council understand the need to take action locally?</b>	<b>How is the council planning to understand and act on the need to adapt existing properties and estates to address the impacts of climate change – and to plan for new housing stock which is resilient to these impacts?</b>
<b>How does the council's leadership champion and direct action on climate change?</b>	<b>How is the council promoting climate education, diversifying the labour market and focusing on sectors that are sustainable?</b>
<b>How is the council adopting a clear and detailed strategic plan, and how is it mainstreaming climate change mitigation and adaptation?</b>	<b>What measures are being taken to ensure that health and social care systems will be resilient with the extra pressures they will come under due to climate change?</b>
<b>Has the council reviewed its investment strategy, supply chains and procurement models to give due consideration to climate change impacts?</b>	<b>How does the council identify those who are most at risk from the impacts of climate change, and what is being done to assist the most vulnerable?</b>

<sup>1</sup> Centre for Public Scrutiny and Local Government Association, July 2020. *10 questions to ask if you are scrutinising climate change*. <https://cfigs.org.uk/wp-content/uploads/CfPS-Climate-Change-LINKS.pdf>



**How is the council integrating sustainability and resilience into its transport and energy plans?**

**How is the council supporting and working with all relevant private and civic actors in the area towards climate change mitigation and adaptation?**

Table 1: list of ten questions from the Centre for Public Scrutiny's document

The tense of each of these questions was rephrased so they were appropriately worded for discussions for the new unitary authority. These questions were then split into five separate themes, covering aspects such as culture, governance and decision making, partnership working, place and people. At each meeting, two questions from each theme were posed to Members, along with a number of sub-questions (provided within the document).

Alongside discussion on these two questions, and to help inform discussions, a relevant expert was invited to present on the theme of that meeting. Any proposed recommendations and key discussions were then captured in the minutes of the meeting and presented back to Members at the subsequent meeting, to ensure all views were accurate.

These recommendations and discussions have then been captured into this report in the format of an Environmental Framework.



## An Environmental Framework for West Northamptonshire

The Environmental Framework provides a set of recommendations under a series of themes, which relate to key aspects and services of the unitary authority. These themes are:

- Culture and Leadership
- Governance and Decision Making
- Partnership working
- Place Services
- People Services

For each recommendation, an indication as to when these should be delivered by has been included. This has been categorised as either short term (within one year), medium term (one to five years) or long term (over five years).

The overall vision is for West Northamptonshire to be the 'greenest' Council in the country, building on some of the excellent work that has already been achieved throughout the region and expand on this to be a national leader.

### Considerations

It is recognised that these recommendations will not provide the detail of how they should be delivered and as such this will be for the new West Northamptonshire Council to consider.

The list of recommendations is not exhaustive. Once work from the other Task and Finish Groups is collated and the new West Northamptonshire Council is established there will likely be further opportunities to expand on these high level recommendations. Therefore, this list should be seen as the foundations of which to build the 'greenest' Council in the country.

It also acknowledged that these high level recommendations have not been costed and as such it will be for the new authority to ensure they are adequately resourced or appropriate funding sources and grant opportunities are identified.

Carbon and emission targets were discussed and considered, however it was determined that it would not be appropriate for this Group to set these for the new Authority. Instead any targets should be agreed upon, in light of all other activity underway, by the new Authority as soon as reasonably possible.



## Governance and Decision Making

Strong governance and ownership will help ensure the climate change agenda can be scrutinised, targets met, and environmental considerations embedded throughout the Council's activity.

Specific recommendations include:

1. The new Authority should immediately declare a climate emergency with a target of becoming carbon zero by 2030.  
**Long term**
2. Create There should be a dedicated Cabinet Member portfolio for climate change to act as a champion for the new Authority and demonstrate political leadership on the issue.  
**Short Term**
3. The new Authority should ensure there is ownership of the climate change agenda by a member of the senior leadership team within the organisation.  
**Short Term**
4. The effects on climate change and the environment should be considered in any decisions taken by the Executive or Council.  
**Short Term**
5. Executive reports should include an understanding of how the decision being proposed could impact the environment and support climate change action. This should be included at the *front* of each report.  
**Short Term**
6. Utilise the findings from the recommendations paper provided by Northamptonshire County Council's procurement team, provided in Appendix 2, to ensure climate change and the environment is included within supply chains.  
**Medium Term**
7. The new Authority should procure 100% green energy for its property portfolio.  
**Medium Term**



## Culture and Leadership

Clear leadership by West Northamptonshire Council will help to embed environmental thinking throughout the culture of the authority and the wider community. It will help create a firm foundation on which climate change can be addressed and new innovative approaches thrive.

Specific recommendations include:

1. The new Authority should gain an understanding of how each service area can contribute to tackling the impacts of climate change and what their impact is on the environment.  
**Medium Term**
2. The new Authority should implement an Energy Management System and gain ISO50001 Certification to ensure its carbon footprint is effectively monitored and managed.  
**Medium Term**
3. The new Authority should identify funding from within all its service budgets that contribute towards supporting environmental and climate change action.  
**Short Term**
4. The new Authority should recruit a network of Climate Change Champions at both a political and officer level to raise awareness and galvanise action.  
**Medium Term**
5. Training should be provided for Members, and Officers, on how the new Authority can support climate change action and the impact of its services.  
**Medium Term**
6. Develop a regular communications bulletin for Members to keep them updated on how climate change is being tackled in West Northamptonshire  
**Short Term**
7. There should be dedicated Officer support to help the new Authority deliver on its environmental and climate change actions.  
**Short Term**
8. A clear strategy and action plan should be developed to show how the new Authority will resource and deliver its climate change aims.  
**Short Term**



## Partnership working

There is already a great deal of partnership working underway across West Northamptonshire, which has led to a number of positive achievements for the natural environment and climate change mitigation. The work already underway and the partnerships that are active should be encouraged and further work should be done to ensure the public are engaged in the environmental conversation.

Specific recommendations include:

1. Recognise the value of partnership working to tackle the impacts of climate change mitigation and adaptation.  
**Short Term**
2. Continue to work with active climate change and natural environment partnerships, such as the Northamptonshire Local Nature Partnership, Nature Improvement Area and Climate Change Officers Group as well as other community groups to address environmental issues.  
**Short Term**
3. Establish an open forum for public engagement on climate change.  
**Medium Term**
4. Work closely with primary and secondary school pupils, as well as all other young people in West Northamptonshire, to engage on the impacts of climate change.  
**Medium Term**
5. Provide a platform for children and young people to voice their concerns and ideas to tackle climate change.  
**Medium Term**
6. Engage with businesses through existing urban and rural green group networks and encourage them to support climate change initiatives.  
**Medium Term**
7. Deliver a virtual zero carbon conference to engage with local businesses and partnership organisations within the first year of the Council being established.  
**Short Term**
8. Engage with neighbouring regional authorities to understand their climate change ambitions and identify any opportunities for cross boundary funding bids and opportunities.  
**Long Term**



9. Aspire to protect and create additional allotments throughout West Northamptonshire to encourage sustainable community growing.

**Long Term**



## Place Services

Place covers a number of services that can have a direct impact on the environment and help tackle the impacts of climate change. Transport and housing are two of the largest sectors that influence climate change. Strong policies and initiatives to tackle this could play a pivotal role in enhancing the environment.

Specific recommendations include:

1. Climate change requirements should be considered in the review of the Local Plan for West Northamptonshire.  
**Long Term**
2. Prioritise applying for funding/grants to support climate change adaptation of existing properties in West Northamptonshire.  
**Long Term**
3. The Authority should work closely with schools throughout West Northamptonshire to encourage active transport and seek initiatives to support this.  
**Long Term**
4. Recognise the wonderful and varied amount of open green space in West Northamptonshire and develop a strategy to enhance, preserve and increase the amount of biodiversity across the region.  
**Medium Term**
5. Climate change education in schools should be reviewed to assess the degree to which it is covered in the curriculum.  
**Medium Term**
6. Opportunities should be sought to bring about a low carbon modal shift in transport in West Northamptonshire.  
**Long Term**
7. The new Authority should develop business cases to bring forward further renewable energy generation and storage projects.  
**Medium Term**
8. The new Authority should develop a tree strategy for West Northamptonshire to recognise the benefits trees bring to local communities and climate change  
**Medium Term**



## People Services

People services incorporate a wide range of activity focused on public health and social care. By ensuring these services are resilient to climate change and support environmental action, we can help support healthier communities.

Specific recommendations include:

1. A strategic communications plan should be created by the new Authority to raise awareness to communities of the impacts of extreme weather conditions.  
**Short Term**
2. Work should be undertaken to identify those communities most vulnerable to the impacts of climate change, utilising information such as flood risk and fuel poverty.  
**Medium Term**
3. Research the different approaches to adapting homes for the most vulnerable residents to make them resilient to a changing climate and maximise the opportunities to implement these.  
**Long Term**
4. The use of air quality monitoring outside schools should be considered to help identify hot spot locations that require activity to reduce the impacts of air pollution.  
**Medium Term**
5. Seek additional opportunities to strategically align the Public Health agenda with climate change action, highlighting the benefits to health and wellbeing from enhancing the environment.  
**Long Term**
6. Identify positive behavioural change action on climate change as a result of the impacts of Covid-19, such as the value of local green space and active travel, and ensure these are promoted and enhanced in the new Authority.  
**Short Term**



## Summary

This Framework for the West Northamptonshire Unitary Authority creates a foundation on which to build a strong approach to climate change and the environment, and ensures the Council has the right footing to become the 'greenest' Council in the country.

The Framework provides a series of high level recommendations that cover all aspects of Council life. However, the Framework recognises that this is a non-exhaustive list of recommendations and that there is a great deal of exemplar work, not captured here, that is currently taking place across the region by communities, businesses, the voluntary sector and the local authorities. This work needs to be recognised, celebrated and built upon.

It will be for Officers and Members of the new Authority to assess these recommendations, seek further opportunities to enhance these, and provide the expert knowledge and required skills to deliver on the detail behind each one.

A clear prioritisation method has been used, which should help the new Authority identify those actions that can be taken within the first year of the Council, as well as those that may require further detailed work before implementing.

Whilst the recommendations provided do not have associated identified costs it is clear that to deliver on these, dedicated resources will need to be provided, both in terms of staff and funding.

We hope the West Northamptonshire Shadow Executive Committee will welcome this Framework and recommend that this be adopted by the new Authority once it is established.



## Appendix 1

### TASK AND FINISH GROUP TERMS OF REFERENCE

#### West Shadow Authority

<b>Environment</b>
<b>Purpose of the Group</b>
<b>To develop and recommend a policy framework to ensure the new authority leads the way in environmental protection through its decision-making and service delivery.</b>
<b>Description of the Task to be completed (Scope)</b>
<ul style="list-style-type: none"> <li>• Identify best practice in environmental protection and enhancement within local authorities locally and nationally</li> <li>• Identify areas in which the new authority can demonstrate environmental protection and enhancement</li> <li>• Develop a framework which West Northamptonshire Council (WNC) can use to guide its decision making, policy development and service delivery in relation to environmental protection and enhancement, including Climate Emergency commitments.</li> </ul>

<b>Key Activities</b>	<b>Outcomes Sought</b>
Identify and agree what best practice looks like	Inform how the WNC can practise environmental protection
Identify service areas and policies that can influence environmental protection and enhancement to a significant extent	Highlight areas where WNC can make the greatest difference to environmental protection and enhancement
Develop an Environmental Framework to guide WNC in embedding environmental protection and enhancement in its decision-making	The framework should highlight ways in which environmental consideration can be embedded in the WNC from the start

<b>TIMESCALES</b>	
Key dates:	First meeting: Monday 6 <sup>th</sup> July
	Second meeting: August
	Third meeting: September
	Fourth meeting: October
Finish date:	October (to be reviewed by the group)
<b>FREQUENCY OF MEETINGS</b>	Monthly

<b>How will we know when the Task is finished?</b>
The group will be able to recommend to the Shadow Executive an Environmental Framework which will highlight how the new authority can embed environmental considerations in its decision making.



The framework will identify decisions, policies and services which could all contribute towards protecting the environment and tackling climate change. It will also prioritise those areas the working group recommends the authority develops first.

<b>Task Group Members</b>	
Chair:	Cllr Adam Brown (NCC & DDC)
Deputy Chair:	Cllr Mike Hallam (NCC)
Member:	Cllr Anna King (NBC)
Member:	Cllr Sandra Barnes (SNC)
Member:	Cllr Paul Joyce (NBC)

<b>Task Group Officers</b>	
Enabling Lead / Lead Officer:	Graeme Kane (Executive Director, NCC)
Interim Statutory Officer:	George Candler (Interim Chief Executive)
Support Officer:	Helen Osborne, Project Support Officer
Topic Lead:	Phil Jones, Flood and Water Manager
Topic Lead:	Peter Baguley, Director of Planning and Sustainability

<b>Any external Support or Input required</b>	
<b>External Support / Input</b>	<b>Output</b>
SME officers across the West	Best practice examples and list of policy/service areas relating to environmental issues Contribute towards the development of the framework
Sector experts	To provide advice and guidance to the working group about what best practice can look like.

<b>Dependencies</b>
Support and input from SMEs.

Document owner: Graeme Kane

Draft published: 6<sup>th</sup> July 2020

Approved: 6<sup>th</sup> July 2020 by the Environment Working Group.



## Appendix 2

<b>Document Type</b>	<b>Recommendations Paper</b>
<b>Programme</b>	<b>Task and Finish Group - Environment</b>
<b>Title</b>	<b>Environmental Priorities for Procurement.</b>
<b>Audience for this document</b>	
West Northamptonshire: Task and Finish Group	
<b>Purpose of this document</b>	
The purpose of this report is for the Working Group to consider and agree for recommendation to the shadow Executive a level of corporate leadership priorities for procurement and contracting	
<b>1. Recommendations Summary</b>	
<p>The Future Northants Procurement lead has identified a series of recommendations for the Group to consider for driving environmental measures in the supply chain for West Northamptonshire Council;</p> <ol style="list-style-type: none"> <li>1) Do Nothing</li> <li>2) Mandate an “Environmental Benefits and Risks” section in all cabinet/committee papers.</li> <li>3) Mandate in the Procurement Tender and Quotation documents the Environmental Strategies of the council.</li> <li>4) Mandate a clear set of environmental standards that must be stated in procurement documents and subject to pass fail criteria.</li> <li>5) Mandate Quantitative Criteria in Tenders.</li> <li>6) Mandate Qualitative Criteria in Tenders.</li> <li>7) Negotiate Changes with Existing Providers</li> <li>8) Rather than purely environmental adopt a Social Value Approach to all of these recommendations.</li> <li>9) Contract Managers Measuring these Initiatives Beyond the Procurement.</li> </ol>	

### Document Control

<b>Version History</b> (please see version control guidance)			
<b>Date</b>	<b>Version</b>	<b>Author</b>	<b>Brief Comments on Changes</b>
07/10/2020	0.1	Gus de Silva	
13/11/20	0.2	Gus de Silva	Revisions



## 1. Background

The Head of Procurement for Northamptonshire County Council and Cambridgeshire County Council (Gus de Silva) was invited to present to the Environment Task and Finish Group the topic of the environment in the context of procurement. The presentation delivered focussed on current procurement parameters that exist today and the potential environmental measures possible for the West Northamptonshire Council.

There were many possibilities and ideas explained to the group and it was made clear that any of these proposals would require full endorsement from Members as a council priority to produce an effective outcome in this area. It was also made clear that these ideas needed to take place in the pre-procurement stages to ensure such initiatives are carefully thought out and prepared for in order for expected outcomes from procurement exercises to be achieved.

An action was taken for Gus to propose a suite of different scaled options for the group and wider Council Members to consider for achieving a greener council for its citizens. These are listed below for your consideration.

For all of these recommendations we need to be mindful of the cost implications. For example, outcomes concerning the recycling industry is incredibly complex and money raised from selling paper, plastic and other items may not even cover the costs incurred as the price for recycled commodities fluctuates wildly. The UK is expected to recycle 50% of all household waste, but government statistics show that 45.7% of household waste was recycled in 2017, up from 45.2% a year earlier. About half of councils' recycle food waste (compared with virtually 100% for plastic), but doing so requires an anaerobic digestion plant and larger, or extra, trucks for doorstep collections.

We must also be mindful of the UK laws that govern procurement for equal and fair treatment of bidders and relevance to the bidder's solution when considering evaluation.

## 2. Recommendations

Please outline the preferred recommendation(s) for the Board to consider.

### 2.1 Do Nothing.

The consequence of this is that other council outcomes will be prioritised instead and procurement can focus entirely on technical and legal compliance in achieving best value for money with no emphasis on environment initiatives. With government agendas and legislation on environmental issues likely to increase, and many council's declaring a climate emergency, this would be seen as a missed opportunity.



It is also likely that future government and legislative progression will mean the council will have to retrospectively address environmental initiatives to meet such new legal requirements as and when they happen. So there is a risk to cost avoidance to consider here. Many other councils are investing in green initiatives now and working now to 2050 carbon neutral targets so to do nothing would notably buck the trend of other authorities in England.

## 2.2 **Mandate an “Environmental Benefits and Risks” section in all cabinet/committee papers.**

This means at the council’s Key Decision threshold (to be agreed in constitution) any paper sought for approval mandate a section in the report template asking how it will meet with the council’s specific green initiatives and identify any risks. This will ensure any decisions have a focus on environmental consequences.

This could go further by having an Environmental Officer approve this section to ensure they are satisfied any paper has adequately helped the environment in a way that is aligned to the council’s priorities.

This is important for the procurement process for a number of reasons. It gives Members the opportunity to ensure it shapes this priority and it ensures environmental initiatives are thought through at design pre-procurement stage and not as an afterthought to the process. Note this section should be separate to any procurement approval section to cabinet/committee papers which should focus on the compliance and best value of any cabinet/committee paper.

## 2.3 **Mandate in the Procurement Tender and Quotation documents the Environmental Strategies of the council.**

Is the Council looking to move to more clean air by 20XX? Or encourage electric cars? Or set up a climate committee to review all solutions proposed to the Council? Whatever the stance, this should be included in the procurement and tender documents so it is clear to the bidders the type of council we are and where our priorities are. This is the easiest recommendation but we will need to be aware that this will in place exists should we change direction, update or remove the policy as this will be something our marketplace will read. As per the laws of public procurement any position needs to be relevant to the procurement so we should not simply share our policy. Rather we should state a clear summary of our priorities so bidders understand us as their customer.

## 2.4 **Mandate a clear set of environmental standards that must be stated in procurement documents and subject to pass fail criteria.**

The spend threshold for imposing these standards needs to be agreed and should be in line with our proposed Financial Regulations thresholds (note: I have not seen these). Drawbacks are we have to be careful not to alienate the market. Small businesses and low spend and one-off transactions might be discriminated from a high environmental standard imposed on bidders. Good to pilot this at a high threshold then gradually reduce. There is some risk with this in that lifecycle costing is difficult to assess so might not work on everything. So while this is an option, Procurement would



suggest an environmental team exploring a possible bar to ascertain if it can be applied in every procurement at a certain threshold.

## 2.5 **Mandate Quantitative Criteria in Tenders.**

Compile a shopping list of relevant green initiatives for the council which can be submitted to all procurements of a certain threshold. The more requirements on the list the provider can meet the more points can be scored in a procurement process. It is recommended to pilot this at a high tender threshold then gradually reduce. This will ensure more success by casting a wider net to bidders contracting with us. A piece of work is needed first to draw up and get agreement on all the environmental initiatives and weight importance in terms of their benefits to the Council. We need to ensure we are not disadvantaging small and medium businesses (hence the need for a threshold). Data asked for must be economically acceptable/viable for bidders to be able to produce. Have to explain calculation in detail so anyone can apply.

Procurement recommend starting with a high threshold then reviewing this later. The threshold should link to Council's Financial Regulations (I have not seen these) and a mandated % given to this Quantitative criterion.

## 2.6 **Mandate Qualitative Criteria in Tenders**

Mandate a minimum percentage on all tenders over a certain spend threshold to include criteria on the environment. The questions can be flexible to the requirement but the % mandatory and must deliver environmental improvements. It could be anything prescribed in 2.1.5. Procurement recommend 5 or 10%. This will mean 5 or 10% taken from price or quality evaluation but it will signify importance. Procurement recommend an environmental team to agree a suite of technical questions that Procurement can keep in a library for officers to utilise in this process. Questions could be on energy content and consumption related questions and whole lifecycle.

This could be piloted at a high threshold then gradually reduce. For example, if Bidder 1 wins a tender over Bidder 2 who was £x000 cheaper and they won by 2% to which 10% was down to high scoring in environmental criteria we must accept this outcome as a win. This allows more flexibility than 2.1.3 and the proposed questions should match what is explained in principle in the cabinet/committee paper of 2.1.2. If adopting 2.1.5 then the 10% should include the quantitative list.

## 2.7 **Negotiate Changes with Existing Providers**

This option entails drafting contract variations and negotiations to existing contracts to introduce measures for environmental benefits. Where the council has devised a policy in-house, extend policy out to its key suppliers through these changes. This will be the most expensive recommendation and while some bidders might already have the standards we seek or might want to change for the same agenda as us, many will want to charge for change. Procurement recommend not exploring this



option now but perhaps review whether they wish to at a later time given the cost and time spent asking each service area to identify then negotiate changes in terms and specifications for x number of suppliers.

## **2.8 Rather than purely environmental adopt a Social Value Approach to all of these recommendations.**

Social Value is as important as the environment. The Social Value Act includes environmental measures and would be a missed opportunity to exclude social value from this recommendation paper. The Qualitative criteria 2.1.6 could be increased to 15-20% mandated because of the wider scope of benefits. This would negate separate interest in requesting a focus on social and community benefits in procurement. For example, 10% mandated to Social Value in addition to 10% environmental criteria questions. Many councils in England have adopted a single Social Value approach adopting 15-20% mandatory criteria on social value.

Expanding the scope slightly wider than environmental justifies the larger % because it covers health and wellbeing as well as environment and full lifecycle. This allows for use of local and sustainable exploration, apprenticeships and other initiatives which can also help support environmental goals. Central government are pushing Social Value centrally for January 2021 so this would keep in line with that agenda. There are also many toolkits and portals for Social Value that can aid with this. Procurement recommend making environment priorities wider under the banner of social value as a double win for the council.

## **2.9 Contract Managers Measuring these Initiatives Beyond the Procurement.**

Consideration needs to be given to what happens after the procurement. If promises have been made and included in the procurement and committed in a contract, it is important that contract managers in the service area ensure these outcomes and benefits promised are met during the lifetime of the contract.



## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

TUESDAY 13<sup>TH</sup> JULY 2021

### CABINET MEMBER FOR ADULT CARE, WELLBEING AND HEALTH INTEGRATION: COUNCILLOR MATT GOLBY

<b>Report Title</b>	<b>Integrated Care across Northamptonshire (ICAN) procurement</b>
<b>Report Author</b>	Stuart Lackenby – Executive Director for Adults, Communities and Wellbeing (DASS) Stuart.lackenby@westnorthants.gov.uk

<b>Contributors/Checkers/Approvers</b>		
<b>West MO</b>	Catherine Whitehead	5th July 2021
<b>West S151</b>	Martin Henry	5 <sup>th</sup> July 2021
<b>Other Director/SME</b>	Gus Da Silva	5 <sup>th</sup> July 2021

#### List of Appendices

#### Appendix A – Shadow executive report on 12.2.21

##### 1. Purpose of Report

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- To provide an update to Cabinet on progress toward the Northamptonshire Integrated Care System (ICS) and gain cabinet support for its planned implementation as described within this report.
- To update cabinet on the iCAN programme (Integrated Care Across Northamptonshire) and seek support for its aims and outcomes for residents
- To seek approval from cabinet to complete the procurement and award of contract of the iCAN programme on behalf of the Northamptonshire Health and Care Partnership.
- To request that delegated authority is given to the Executive Director of Adults, Communities and Wellbeing, in consultation with the Executive Director of Finance (S151 officer), and Portfolio holders for Finance and Adults, Communities and Well Being to consider, and determine the

need for a one-off revenue contribution from the Council of up to £1m, towards iCAN, where there is a clear and evidenced return on investment.

## **2. Executive Summary**

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### **Integrated Care System**

Over the past 3 months the Northamptonshire Health and Care Partnership have been working to define and establish potential local arrangements for the Northamptonshire ICS in readiness for the 1<sup>st</sup> April 2022 national legal deadline. This report sets out the work to date in establishing the ICS which will operate at a County wide level from an overall Northamptonshire system perspective but with local strategy and service delivery built around the West Northamptonshire Health and Wellbeing Board. How services come together at a Unitary Council and Neighbourhood level will be the focus of further work over the next 6 months.

### **Integrated Care Across Northamptonshire – iCAN**

iCAN is one of four system priorities for the ICS and this report sets out the recommended approach to mobilise a system partner to enable the programme to be taken forward and for associated efficiencies to be delivered.

## **3. Recommendations**

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- It is recommended that Cabinet:
  - a) Note the progress toward establishing the Integrated Care System and the further work required to describe how the ICS will operate at a Council and neighbourhood level.
  - b) Delegate to the Executive Director for Adults, Communities and Wellbeing in consultation with the Cabinet member for Adult Social Care and Public Health the decision whether to modify the adult social care TOM contract (with Newton Europe).
  - c) Recommend to Council the approval of one-off revenue funding of up to £1m to be agreed from general fund balances to contribute to the iCAN programme, subject to satisfactory evidence of a likelihood of a positive return on the investment.
  - d) Delegate to the Executive Director of Adults, Communities and Wellbeing, in consultation with his Portfolio Holder the Executive Director of Finance (S151 officer), and the Portfolio holder for Finance the power to determine whether there is satisfactory evidence of a likelihood of a return on the investment.
  - e) Note that the iCAN funding will be included within the Better Care Fund section 75 and that this will be reported to and governed through the West Northamptonshire Health and Wellbeing Board.

## **4. Reason for Recommendations**

- To respond to national guidance and requirements including the white paper *Integration and innovation: working together to improve health and social care for all* (Feb 21) and the formation of the ICS (integrated care system) since April 2021.
- To support the realisation of benefits across health and social care to achieve improved outcomes for residents, reduced operating costs and to reduce reliance on acute hospital care
- To utilise health funding to support the joint objectives outlined
- To progress the proposed changes before the winter of 2021 in order to secure early benefits and changes in ways of working ahead of anticipated high demand in hospitals and risk of poorer outcomes. This will minimise the risks and uncertainty of both demand and costs that are predicted for winter 2021.
- To further enable the integration of Adult Social Care and Health.

## 5. Report Background

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- Integrated Care System

The NHS began its journey towards becoming an Integrated Care System four years ago, initially with the creation of Sustainability and Transformation Partnerships (STPs) in 2016, and then the concept of Integrated Care Systems (ICSs) from 2018. There are now 29 ICSs serving 35 million people, more than 60% of England's population, with the remaining 13 STPs now designated as ICSs from April 2021.

Integrated care systems have enabled our health and care organisations to join forces and apply their collective strength and resources to addressing the country's biggest health challenges, many exacerbated by Covid-19.

In November 2020 NHS England and NHS Improvement published *Integrating care: Next steps to building strong and effective integrated care systems across England*.

It described the core purpose of an ICS being to:

- improve outcomes in population health and healthcare
- tackle inequalities in outcomes, experience and access
- enhance productivity and value for money
- help the NHS support broader social and economic development

The NHS Long Term Plan confirmed that all parts of England would be served by an integrated care system from April 2021, building on the lessons of the earliest systems, achievements of earlier work through sustainability and transformation partnerships and vanguards and the lessons of joined up working in COVID. Further national guidance and requirements on the ICS are included in the white paper *Integration and innovation: working together to improve health*.

and social care for all (Feb 21) and the formation of the ICS (integrated care system) since April 2021.

In an integrated care system, NHS organisations, in partnership with local councils and others, take collective responsibility for managing resources, delivering NHS care, and improving the health and care of the population they serve. This will be supported by legislation that mandates this, the dissolution of CCGs (Clinical Commissioning Groups) into statutory ICS bodies and sets out the role of Local Authorities as key partners in future integrated care.

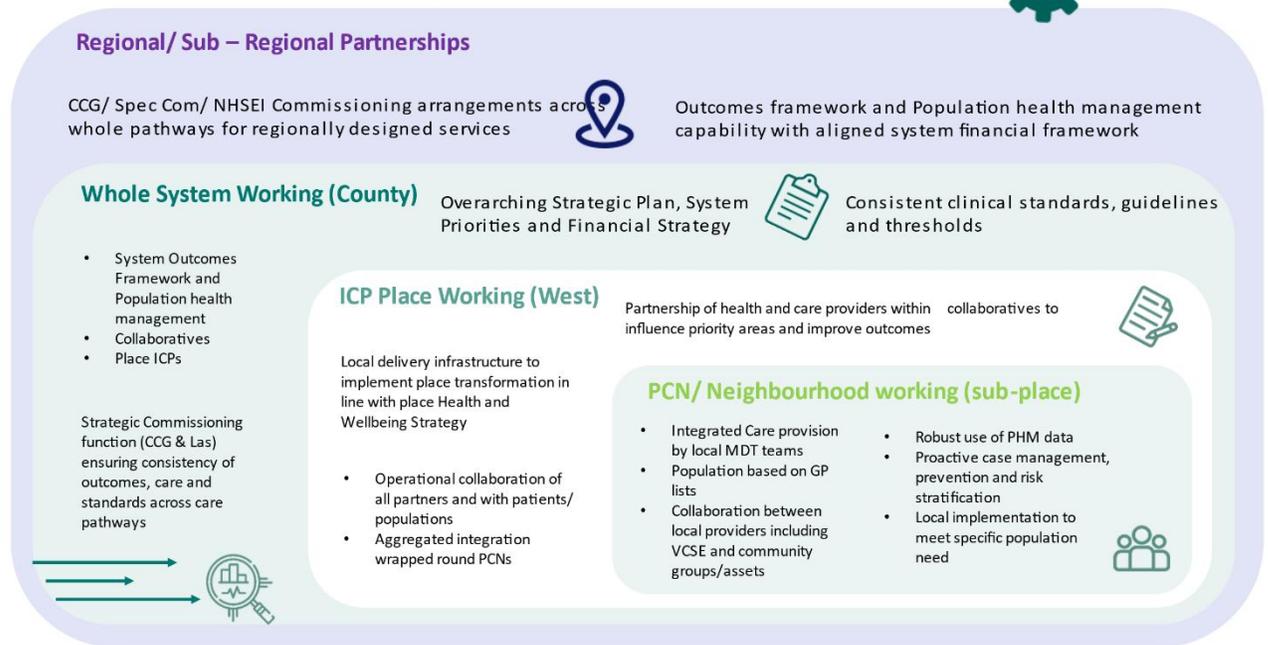
Further National guidance published 16th June established that the ICS development should be rooted in underlying principles of subsidiarity and collaboration. The guidance went on to describe common features that every system is expected to have and develop, as the foundations for integrating care, with local flexibility in how best to design these to achieve consistent national standards and reduce inequalities, as:

- decisions taken closer to, and in consultation with, the communities they affect are likely to lead to better outcomes
- collaboration between partners, both within a place and at scale, is essential to address health inequalities, sustain joined-up, efficient and effective services and enhance productivity
- local flexibility, enabled by common digital capabilities and coordinated flows of data, will allow systems to identify the best way to improve the health and wellbeing of their populations.

Over the past 3 months the Northamptonshire Health and Care Partnership have been working to define and establish potential local arrangements for the Northamptonshire ICS in readiness for the 1<sup>st</sup> April 2022 legal deadline. This work has also included a focus on how the CCG will be replaced by a new organisation called the Statutory ICS body which will receive health funding from government to be distributed across the local system whilst also being accountable for the money that it spent.

The Northamptonshire ICS is envisaged to operate at four geographical levels of place as described in the Image below; with the key focus being taking decisions, delivering care and providing services as close as possible to communities and those that need it.

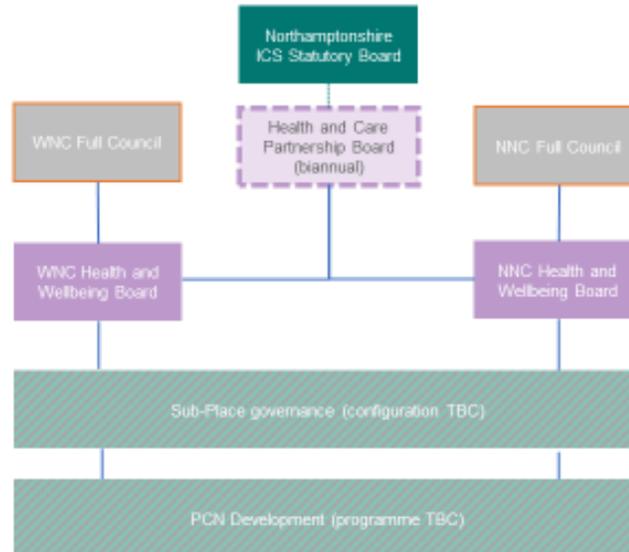
## Our ICS proposed operating model



Across this ICS, four key collaborative priorities have been identified and agreed by partners. Although commissioned at a system level will be structurally delivered through the four geographical levels of the system described above. The identified priorities are;

- iCAN collaborative
- Mental Health collaborative
- Elective Care collaborative
- Children and Young People collaborative

The four geographical levels and collaboratives would be structured around the following clear governance and oversight structures which collaborate to enable the integration of local services, as depicted and described below.



- ICS Statutory Board - The Northamptonshire ICS Statutory Board will bring together leaders from across the system, and is accountable for overall performance and use of resources. The (small) size of our system means that we have an opportunity to build a Board which includes the most comprehensive possible range of NHS and Local Authority partners working across the County.
  - The statutory body will include Local Authority Leaders and Chief Executives, as well as NHS leaders and non-executives (as will be required by legislation).
  - The ICS Strategic Commissioner will provide a management function to support the ICS Statutory Board in strategic commissioning activities relating to countywide collaboratives, and to link to East Midlands specialist services planning.
- Health and Care Partnership Board/Health and Wellbeing Boards - Our Health and Care Partnership Board will be made up from the membership of our two Health and Wellbeing Boards and our ICS statutory Board. The Board will meet twice per year, in order to;
  - (i) consider progress against our Outcomes Framework over the past year, and (ii) agree a systemwide health and care strategy (or an update to the existing strategy, as appropriate) to improve population outcomes. This then forms the key mandate for the ICS statutory board, our Places and our Collaboratives.

This focussed role, membership and meeting arrangements will ensure that the Health and Care Partnership Board adds value over and above both the ICS Statutory Body and our Health and Wellbeing Boards, and also that it avoids involvement in operational business which duplicates other forums. The ICS Statutory Board Chair will also chair the Health and Care Partnership Board.

Work to date has been orientated around the ICS at a system level with the role of Place and the Health and Wellbeing Board requiring further engagement with members of the Council and its partners. This work will ensure that the board owns and develops a Health and Wellbeing Strategy for West Northants, focused on its inequalities, health challenges and solutions and that this drives local service design.

Cabinet is therefore asked to support the direction of travel identified in the report and further work required to define how the integrated care system will operate at a Unitary Council and neighbourhood level.

- **Integrated Care Across Northamptonshire - iCAN**
- Our population is growing older and people are living longer with complex conditions. The number of people living in Northamptonshire is expected to grow from 741,000 in 2018 to 803,000 by 2028 – that’s an increase of more than 8% in 10 years. But for our elderly population there has been a steady increase in the over 65s of around 65% from 122,000 in 2014 to an anticipated 201,000 by 2034 and this its rising and faster than most other areas. We are also seeing a rise in mental health demand and the longer term implications of some of our health inequalities.
- Until very recently our health and care organisations were accountable only for the specific care that they provide to the patient or service user. Unfortunately, this has meant that someone who needs care for a variety of conditions could be receiving services from five or six different organisations with very little coordination between them. This is confusing and a wasteful use of resources, and the reality is that this situation leaves no one taking overall responsibility for the coordination of this fragmented care.
- But as a set of system partners we have increasingly seen the benefits for staff and patients of working together and this has been proven in COVID where the barriers to doing the right things and getting the best outcomes have been broken down. We have been working together on a joint programme of change and transformation, iCAN (integrated care across Northamptonshire), that will permanently change how we work, where and how we provide care and improve outcomes for people. We have undertaken significant analysis of our challenges and compared ourselves to others and we see a huge opportunity for improvement.
- We want to build on this work and the requirement for the creation of our Integrated Care System (ICS) creates opportunities to act together to make change and implement the opportunities we have found. Through the procurement process undertaken we have found a partner to add the skill and capacity required to help us drive this programme at the pace and scale required to make urgent, lasting and positive change. Our aim in the longer term is to empower people to choose well, stay well and live well.
- **The need for Change**
- The number of people living in Northamptonshire is expected to grow from 741,000 in 2018 to 803,000 by 2028 – that’s an increase of more than 8% in 10 years.

- The Northamptonshire Health and Care system has been challenged over many years and this has been characterised by:
  - Too many people being admitted to our hospitals
  - 91 over 65s are admitted each day and this is increasing
  - Patients staying too long and when they no longer need acute care
  - Delays in discharging people
  - Very high occupancy in our hospitals
  - an inability to cope with any surge in demand and pressured winters
  - Too much reliance on bed based solutions in hospital and on discharge
  - Significant financial pressure on our budgets
  - A lack of capacity in our facilities and workforce to meet the demand
  - A knock on impact to social care in care costs and market capacity to meet the demand
- We know that we cannot continue as we are. Working under this pressure and with these demands does not produce the best outcomes for people and is inefficient. If don't make changes we will need to build more hospitals, spend more on social carer and we will need significantly more GPs to deal with the demand we expect.
- We need to turn our focus to prevention and early intervention and we need to move away from an over reliance on bedded solutions. It is crucial that our health and social care organisations work together with the voluntary and community sectors to help older people to maintain their independence for longer. This means doing things differently, being less risk averse and offering new solutions together that keep people well in their community but also offers alternatives to hospital admissions and more effective step down options that support full recovery when they leave.
- We also need to simplify things for our staff and patients. Our services are complex and confusing and people in our community get care from different organisations and have to repeat themselves. They have told us loud and clear they want things to be simpler, consistent and listen to them more. Making our processes and ways of working simpler will also help our community care providers to know what to expect, the care we need to procure and the outcomes we want from them.
- iCAN is a joint initiative and builds on the transformation of Adult Social Care that was commenced in 2019. The ICAN programme would see the realisation of benefits across health and social care in terms of improved outcomes for residents, reduced operating costs and less reliance on acute hospital care as the focus shifts to more community based care, prevention and joint working.
- We know that Acute hospital beds are extremely costly to maintain (at an estimated £200 a day) and when people stay too long, they have poor outcomes and increasing need for long term social care support. As a system we want to do more to care for more people at home, ensure they don't stay in hospital too long and that they are returned back to independence and their own homes. This is better for them, better for the hospitals and more cost effective too.

- Whilst creating significant improvement to the experience people have of health and Social Care locally, the successful implementation of iCAN is also designed to deliver between £13.3m and £18m recurrent savings to the local Health and Social Care System. These savings have been further quantified and validated by the Health Systems Directors of Finance since the previous cabinet report.
- The programme is structured around three pillars of intervention which can be generally described as;
  - Community Resilience – Supporting people to remain well and independent within their own homes through increasing access to preventative intervention and coordinated access to health and social care services etc.
  - Escalation and Front Door – Supporting people at the point of crisis from a multidisciplinary perspective to remain independent, reducing the need for presentation to A&E etc.
  - Flow and Grip – ensuring that Flow within acute settings is successful in that people do not stay in hospital for any time longer than they need to and responding to peaks of demand as a system rather than individual organisation.
- Following cabinet approval on the 12.2.2021 a procurement exercise was taken forward by the Council to appoint a system transformation partner to support the implementation of the iCAN (Integrated Care Across Northamptonshire) programme on behalf of the Northamptonshire Health and Care Partnership. iCAN is one of the four priority collaboratives for the Northamptonshire ICS.
- In response to the level of available resource stated as part of the procurement process, Newton Europe (successful bidder following the full procurement and competitive process) submitted a bid of £4.8m (against an anticipated budget envelope of £5m set out in the procurement) for delivery of two of the three pillars which the ICAN programme scope. Their proposal established that full delivery of the 18-24 month programme, would require £8m of investment based on a 100% contingent fee (where the fee would only be paid if guaranteed savings were achieved and evidenced).
- The iCAN programme aims, can only be delivered if all three pillars of intervention are transformed as without both the community, front door and discharge changes we will continue to admit to many people (90 over 65s a day) and deliver poor outcomes. These need to be taken forward in parallel to realise the totality of improvement to people’s experience and the identified efficiencies to the system.
- This report therefore seeks cabinet permission to enable the Council to commission Newton Europe to the Value of £8m on behalf of the Northamptonshire Health and Care partnership with the one off fees covered through the ICAN contract and procurement (£4.8m) and a modification to the Council’s existing Adult Social Care TOM contract with Newton Europe to commission the remaining iCAN pillar (£3.2m) . This modification would extend the Council’s

TOM contract for a further 18 months and ensure delivery of the community pillar and better support for all our residents through improved joint working across social care, GPs, community health, housing, the voluntary sector and other key community groups.

- In taking forward this proposal the Council's legal and procurement team have advised on the approach to be within the requirements of the Public Contract Regulations 2015.
- The modification of this contract when combined with the procurement exercise undertaken in March 2021 enables Newton Europe to be commissioned to the value of £8m for the full delivery of the iCAN. The £8m fee is structured on a 100% contingent basis against the successful delivery of £13.3m - £18m of efficiencies to the Northamptonshire health and care system.
- The current TOM contract has a value of £6.8m when considered in the context of the Public Contract regulations 2015 this contract can be modified by up to 50% based on the criteria being met. In taking forward this proposal the Council would justification on this matter is set out below;
  - There is a provision within the contract to enable modification in that the contract allows the scope of the Programme to be extended into further areas not specifically covered in the contract in order to achieve its programme objectives (also known as the scope).
  - An additional procurement process cannot be undertaken as Newton Europe are uniquely based both technically to support the approach and have the most cost-effective price.
  - The interoperability between the diagnostic work undertaken by Newton Europe prevents an alternate provider being able to take forward the approach.
  - Introducing a new provider at this point would cause significant inconvenience or substantial duplication of costs for Council and its partners.
  - The increase proposed does not exceed 50% of the value of the original contract.
  - Added complication are the winter pressures and the risk of further Covid waves require immediate interventions that cannot be achieved with the time frames of a new procurement process and the appointment of an alternate provider.
  - The modifications will not change the nature of the contract only to expand the scope.
  - As an organisation Newton Europe have evidenced experience submitted through the ICAN procurement of their ability to deliver the expectations of the ICAN programme.
- The mobilisation of the contract would be predicated on the financial commitment being secured from partners both from a budgetary and governance perspective. The Council will not enter into a Contract for iCAN until the full health financial commitment has been finalised.
- Work is underway to identify in detail which organisations will realise the efficiency. In the event that this work identifies that efficiencies would be realised to the Council then subject to an acceptable return on investment level, delegated authority is requested for the Executive Director of Finance in consultation with the Cabinet member for Finance to contribute to the iCAN programme. This work includes;

- Provide a profile of targeted savings showing to which activity they may be attributed and when they are expected to arise, linking these to specific projects (or bricks).
  - Identify any overlaps in the savings profiles and where savings are arising and can be attributed to specific partner organisations. This will require organisations benefiting from savings to be delivered and organisations contributing savings to the wider system to be determined. This will include WNC.
  - Offer options as to how savings benefits might be distributed between the constituent organisations in order to meet the investment required to transform delivery of the service and propose a mechanism for disputes resolution
  - In conjunction with the ICAN Programme highlight the priority interventions critical to improving system performance in the short term as a contribution to Winter Preparedness such that unplanned escalations and admissions are minimised and hospital stays reduced. Identification of the key work streams will be accompanied by the development of a full, detailed project plan for managing the impact of Winter pressures to which Newton Europe, in conjunction with system resources, complete all aspects relating to ICAN and TOM.
  - With the ICAN Programme PMO enable the development of KPIs for programme pillars and projects which will demonstrate progress towards the savings targets and the levels of performance required to ensure that the programme, pillar and project objectives and timescales are being achieved. Each pillar and project is to benefit from a package of essential information necessary to determine its progress and performance.
- As previously stated, the mobilisation of the contract would be predicated on the financial commitment being secured from partners both from a budgetary and governance perspective. An initial payment of £5.4m has already been identified from health to sit within the Better Care Fund for this purpose, and the additional funds will be confirmed following the final directors of Finance approval of the detailed financial analysis and evidence.
  - Again to be clear the Council will not enter into a Contract for iCAN until such a point as financial support has been agreed and received, and the Council will not make any financial contribution itself until and if we are able to evidence that the ICAN programme will result in additional savings over and above our MTFP savings plans in adults.
  - Work is underway with partners to identify in detail which organisations will realise the efficiency and the mechanisms by which it is released (for example avoided cost, cashable savings, dampened demand and reduced crisis care). Only in the event that this work identifies efficiencies would be realised to the Council, then subject to an acceptable return on investment, delegated authority is requested for the Council to contribute to the iCAN programme.
  - Subject to cabinet agreement the Council will structure the iCAN programme into the Northamptonshire Better Care Fund section 75 agreement to ensure required governance and oversight is in place and approved by the Health and Wellbeing Board.

## 6. Issues and Choices

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- **Integrated Care Across Northamptonshire**
- Health partners have requested that the Council support the commissioning of the system partner for iCAN. The rationale for this decision is based upon
  - the strong working relationships between the Council and health partners,
  - the Council's proven track record in taking forward a similar approach in its implementation of the Adult Social Care TOM
  - the need to act before winter 2021 to secure the capacity and change and current pressure on health resources to support themselves
  - the financial advantages of the Council hosting the arrangements
- The local system knows what needs to change and the opportunities available. However, unless we have the right capacity, with the right skills and experience to help us design new ways of working, based on evidence, we will be unable to implement the required changes sustainably at pace and scale. The consequential impact for the system of not providing the required capacity will be that at some point the demand for service will become greater than the capacity available.

## 7. Implications (including financial implications)

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- **Resources and Financial**
- Our 2018 CQC local system review found patient experience for people aged 65+ was varied and sometimes unsatisfactory. Compared to our peers we:
  - admit almost 9% more people aged 65+ a day to hospital (8 out of 90 daily admissions)
  - have 12% more stranded patients (113 out of 900 – overall, on average, one in three patients in acute beds and one in two in community beds no longer need to be there)
  - are twice as likely to admit patients from the community and three times as likely from care homes.

Someone who needs care for a variety of conditions could be receiving services from five or six different organisations with very little coordination between them, which is confusing, wastes resources, and leaves no one taking overall responsibility for the individual's care. It also puts them at higher risk of an emergency department attendance or admission when things go wrong.

This is not what people want. It does not achieve the best outcomes for them<sup>1</sup>. It is not the quality of care our organisations want for our residents. And with rising demand for health and

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<sup>1</sup> <https://www.england.nhs.uk/urgent-emergency-care/reducing-length-of-stay/>

care services in Northamptonshire and an underlying system deficit of £117m as of June 2021, it is not sustainable.

Indeed, if we do not act now, in four years the needs will have increased so much that we will not be able to support our population adequately:



- The development of the ICAN programme was informed by independent diagnostic work to establish opportunities to improve services, deliver better outcomes for local people and achieve efficiency savings. The diagnostic work produced clear evidence of the potential of the programme and the requirement for investment in a system transformation partner to support its realisation.
- Health partners have identified that a one off investment of around £8m with a system transformation partner could realise a benefit range of circa £13.3m and £18m in annual recurrent gross savings. The £8m investment would be structured on a 100% contingent fee basis.
- At this stage the Council has not made a contribution to the cost of iCAN, and unless demonstrable efficiencies from the programme can be evidenced as being delivered to the Council, then the programme will be fully Health funded.
- However, in the event that this work identifies that efficiencies would be realised to the Council then subject to an acceptable return on investment level, delegated authority is requested to agree one off revenue funding to contribute to the iCAN programme up to a value of £1m. Should this investment be required (in order to deliver additional ongoing savings in excess of this amount) then officers will seek to identify the additional amount through existing funding sources in the budget or relevant earmarked reserves. If the additional requirement cannot be met from these funding sources, then it will need to be met by general fund balances.
- **Risk**
- There is a risk of challenge because the Council are not reprocurring but modifying an existing Adults contract with an existing supplier, that we could be challenged by other providers in the market. In the event of challenge, the modification would not go ahead. However, there would be significant pressures on the system including: -

- Pressure on acute, community and social care capacity
- Additional costs to social care due to purchasing additional high cost capacity (care home beds)
- The need to commission external services to assist with managing flow (eg brokerage)

7..1 After consulting with the legal and procurement team the risk is mitigated and the Council would be in defensible position in the context of the Public Contract Regulations 2015 in that;

- As part of this process we have sought approval of West Northants cabinet and the CCG as to whether to continue the next stage of this programme.
- Winter pressures and the risk of further waves of COVID 19 do not enable the procurement of an alternative provider.
- It is recognised that in our iCAN procurement call off process that we clearly identified a ceiling of £5m for the project. As a diligent authority it is absolutely realistic the cost of the ICAN programme could have exceeded the original funding allocation given its uniqueness and innovative nature.
- The modifications will not change the nature of the contracts only to expand them.
- The Adults TOM contract always envisaged a significant piece of work with health on the Acute pathways of care and while some success has been had the scale of this part of the programme was delayed and reduced due to COVID. Modifying the Adults TOM contract and as adults is embedded in the ICAN programme delivery helps us to realise the full benefit for our communities and residents both for Winter 21 and ongoing.

- **Legal**

There has been involvement from both legal and procurement officers to ensure that the necessary steps are being taken to minimise the risk of challenge and to ensure that as far as possible the process complies with current procurement, contractual requirements, rules, and the detailed process is set out in the body of the report.

Under Regulation 72 of the Public Contract Regulations 2015 there are several options available to the Council is to extend and/ or modify an existing contract as long as the Council can demonstrate the following:

- (i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen.
- (ii) the modification does not alter the overall nature of the contract.
- (iii) any increase in price does not exceed 50% of the value of the original contract.
- (iv) if the proposed variation has been specifically provided for in the contract.
- (v) where a change of contractor cannot be made for economic or technical reasons.
- (vi) where the modifications are not substantial (regulation 72(1)(e))

As the Council is relying on the above regulations to extend and /or modify the contract and have justifiable reason (as set out on the report) then they should also publish the modification by way of a notice on Find a Tender service (FTS) as required by Regulation 72(3) and (4)).

- **Consultation**

There is no need for WNC to specifically consult on this process as this is embedded within the iCAN programme. Work was done previously in 2019 when shaping the ICAN programme working with Healthwatch to understand what our residents experience was and how they wanted things to be. Members of the public were consistent in their wants and themes which were:

- Creating person centred care through partnership working – thinking about the person not the process, system or organisation and handing off between them
- Partnerships with patients – engaging patients in choices, their care plans and respecting their decisions and desired outcomes
- Partnerships between services - less hand offs and difficulty in moving between services and more joined up care
- Create empowered and enabled communities – providing community solutions to care needs and helping people stay well at home
- Ensure care is accessible to all – making sure residents can access services and help no matter where they live and that where they live doesn't create inequalities of support and wellbeing
- Support the health and care workforce – residents know that staff do their best and they want to make this easier for them to make the right decisions and have the solutions available to make the job easier and ease demand.

NHCP as part of the ICS development work and the ICAN programme have and will continue to undertake engagement with the people of Northamptonshire about the changes that are being proposed. There are two underpinning enabling work streams within the ICAN programme, communication and co-production both of which are focussed on ensuring that Northamptonshire residents are both engaged and actively participate in the future of services involved.

- **Consideration by Overview and Scrutiny**

- 7..1 Over view and scrutiny will be engaged regarding the ICAN procurement as well as the ICS/ICAN programme on the 20<sup>th</sup> July with further session to discuss progress arranged within the next 6 months .

- **Climate Impact**

These proposals do not have any climate impact

- **Community Impact**

The procurement of a system partner will enable the integration of health and Social Care across the Northamptonshire ICS footprint. ICAN will however be influenced and orientated in its local delivery by the communities with both North and West Northants Councils. This will create positive impacts on communities, on wellbeing and on our ability to support better outcomes for residents.

## **8. Background Papers**

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- **None**

**WEST NORTHAMPTONSHIRE SHADOW AUTHORITY**

**SHADOW EXECUTIVE COMMITTEE MEETING**

**12.2.2021**

<b>Report Title</b>	<b>ICAN SYSTEM PARTNER PROCUREMENT</b>
<b>Report Author</b>	Stuart Lackenby – Executive Director for Adults, Communities and Wellbeing (DASS) Stuart.lackenby@westnorthants.gov.uk

<b>Contributors/Checkers/Approvers</b>		
<b>Portfolio Holder</b>	Matt Golby, Portfolio holder Adults	2.2.2021
<b>West MO</b>	Catherine Whitehead	1.2.2021
<b>West S151</b>	Martin Henry	3.2.2021
<b>Other Director/SME</b>		

**List of Appendices**

**Appendix 1. ICAN Presentation deck**

**1. Purpose of Report**

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- 1.1. This report seeks approval to give delegated authority to the Executive Director for Adults, Communities and Wellbeing in consultation with the Cabinet member for Adults to host a procurement on behalf of health and care partners in order to secure a system transformation partner who can support the service improvements in care for our residents and implementation of Integrated Care in Northamptonshire(ICAN) transformation programme.
- 1.2. The appointment of a transformation partner to help implement the ICAN programme would be funded by health partners as part of their three-year Long Term Plan and priorities. ICAN is a joint initiative and builds on the transformation of Adults Social Care already in progress. The ICAN programme would see the realisation of benefits across health and care in terms of improved outcomes for residents, reduced operating costs and less reliance on acute hospital care as we shift our focus to more community based care, prevention and joint working.

**2. Executive Summary**

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- 1.3. The challenges of our health and care system are well documented and include:
- Too many people being admitted to our hospitals
  - 91 over 65s being admitted each day and this is increasing
  - Patients staying too long and when they no longer need acute care
  - Delays in discharging people
  - Very high occupancy in our hospitals
  - an inability to cope with any surge in demand and pressured winters
  - Too much reliance on bed based solutions in hospital and on discharge
  - Significant financial pressure on health and social care budgets
  - A lack of capacity in our facilities and workforce to meet the demand
  - A knock on impact to social care in care costs and market capacity to meet the demand coming from hospitals.
- 1.4. Longer-term these issues are likely to get worse as the County is set to see significant growth in its population, especially over-65s and our GPs and hospitals face workforce and capacity shortages that mean we cannot manage the demand effectively if we don't change.
- 1.5. Nationally there is also a recognition of the need for change and to work as systems in areas to achieve better outcomes and to use shared funding more effectively to improve care and wellbeing. To that end all areas must now form Integrated Care Systems (ICS) as a legal requirement from the 1<sup>st</sup> April 2021.
- 1.6. In an integrated care system, NHS organisations, in partnership with local councils and others, take collective responsibility for managing resources, delivering NHS care, and improving the health and care of the population they serve. Crucially they must work in a joined up way and within a shared system budget.
- 1.7. Significant activity took place during 2019 and 2020 to develop an integrated transformation plan for Health and Care as part of the work to establish the Northamptonshire Integrated Care System (ICS).
- 1.8. Integrated care systems enable organisations to work more closely together and coordinate services, to make real, practical improvements to people's lives. For staff, improved collaboration can help to make it easier to work with colleagues from other organisations. And systems can better understand data about local people's health, allowing them to provide care that is tailored to individual needs.
- 1.9. A central priority of the local ICS will be how we improve services and outcomes around frail and elderly care and last year we worked with our health partners to shape the ICAN (Integrated Care Across Northampton) programme.
- 1.10. The ICAN programme has been designed to compliment and enhance the Councils Adults Social Care target operating model (TOM) and would continue

to establish consistent new and effective ways of working across Adult Social Care and Health. This will make it simpler for patients and providers to navigate care and access support.

- 1.11. The development of the ICAN programme was informed by independent analysis on our health and care pathways and processes to establish opportunities to improve services, deliver better outcomes for local people and achieve efficiency savings. The diagnostic work produced clear evidence of the potential of the programme and the requirement for investment in a system transformation partner to support its realisation. Our work showed that:
  - 6,600 people could avoid attending the emergency department each year.
  - 36,500 people annually could have less delay in their hospital stay.
  - 250 people are in hospital right now who could be at home.
  - 1 in 5 patients want more independence than we support them to achieve.
- 1.12. Health partners are in the process of ratifying an investment of between £2m and £6m to fund a system transformation partner that could support the system to realise annual savings of between £16m to £21m in what is expected to be an 18-month programme.
- 1.13. Having identified the required investment, Health partners have approached West Northamptonshire Council to host the procurement of a suitably skilled and experienced system transformation partner for the ICAN programme. This would in effect involve Health Partners providing the Council with the required funding to enable the Council to procure the system partner.
- 1.14. There are several benefits to the authority acting as the host including
  - Securing local authority influence and benefit from the ICAN programme
  - The Council is able to reclaim any VAT charged by an external partner
  - making sure that local people receive the best joined up health and social care services.
  - The pace that the Council is able to move at in order to secure the programme ahead of winter 21-22
  - The procurement and market expertise available in the council to oversee the procurement while health colleagues are focused on the COVID vaccination and wider pandemic issues.
  - The ability of the Adults transformation programme to be aligned into the ICAN programme and achieve better joint outcomes.
- 1.15. Subject to health partners providing confirmation of funding, approval of their business case (informed by market engagement) and a mini competition it is expected that the programme would start before summer 2021.
- 1.16. It is proposed that a compliant two stage procurement process is initiated through the Crown Commercial Framework so to seek interest from appropriately skilled and experienced organisations.

### **3. Recommendations**

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3.1 It is recommended that the Shadow Executive Committee:

- a) Subject to confirmed funding in full from health, approve delegated authority to the Executive Director for Adults, Communities and Wellbeing in consultation with the Cabinet member to procure and appoint a system transformation partner on behalf of the health and care system for the delivery of Integrated Care in Northamptonshire(ICAN)

3.2 Reason for Recommendations:

- The option proposed aligns most closely align with local government reform and transformation outcomes
- The Council is able to reclaim any VAT benefiting the system and maximising the investment in delivery
- The ability of the Council to progress matters before the winter of 2021 in order to secure early benefits.
- The future Council and customers will receive the maximum benefit from the option proposed and the proposal enables the integration of Adult Social Care and Health.

## 4. Report Background

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- 4.1 In 2018 Northamptonshire celebrated the 70th anniversary of the NHS. Within a few weeks of the NHS being founded in 1948, our social care system was also set up to meet the needs of the time. Historically our services were set up in very different ways and based on varying different priorities and approaches and this has created differences in the way people receive support, how we approach it and budgets not always being held where the demand is.
- 4.2 These differences now mean our community is not getting the high quality and continuity of care we would all want to provide. There are too many hand-offs, there are too many delays and we don't always deliver the best outcomes we could. In addition, the cost and inefficiency of these ways of working means that we cannot meet the demand we have within the budgets we have, we do not have the capacity to meet the growing demand and we will not improve outcomes for our residents and patients.
- 4.3 Our population is growing older and people are living longer with complex conditions. The number of people living in Northamptonshire is expected to grow from 741,000 in 2018 to 803,000 by 2028 – that's an increase of more than 8% in 10 years. But for our elderly population there has been a steady increase in the over 65s of around 65% from 122,000 in 2014 to an anticipated 201,000 by 2034 and this is rising and faster than most other areas. We are also seeing a rise in mental health demand and the longer term implications of some of our health inequalities.
- 4.4 Until very recently our health and care organisations were accountable only for the specific care that they provide to the patient or service user. Unfortunately, this has meant that someone who needs care for a variety of conditions could be receiving services from five or six different organisations with very little coordination between them. This is confusing and a wasteful use of resources, and the reality is that this situation leaves no one taking overall responsibility for the coordination of this fragmented care.
- 4.5 But as a set of system partners we have increasingly seen the benefits for staff and patients of working together and this has been proven in COVID where the barriers to doing the right things and getting the best outcomes have been broken down. We have been working together on a joint programme of change and transformation, ICAN (integrated care across Northamptonshire), that will permanently change how we work, where and how we provide care and improve outcomes for people. We have undertaken significant analysis of our challenges and compared ourselves to others and we see a huge opportunity for improvement.
- 4.6 We want to build on this work and the requirement for the creation of our Integrated Care System (ICS) creates opportunities to act together to make change and implement the opportunities we have found. We now need a partner to add the skill and capacity required to help us drive this programme at the pace and scale required to make urgent, lasting and positive change. Our aim in the longer term is to empower people to choose well, stay well and live well.

#### 4.7 **The need for Change**

4.8 The number of people living in Northamptonshire is expected to grow from 741,000 in 2018 to 803,000 by 2028 – that’s an increase of more than 8% in 10 years.

4.9 The Northamptonshire Health and Care system has been challenged over many years and this has been characterised by:

- Too many people being admitted to our hospitals
- 91 over 65s are admitted each day and this is increasing
- Patients staying too long and when they no longer need acute care
- Delays in discharging people
- Very high occupancy in our hospitals
- an inability to cope with any surge in demand and pressured winters
- Too much reliance on bed based solutions in hospital and on discharge
- Significant financial pressure on our budgets
- A lack of capacity in our facilities and workforce to meet the demand
- A knock on impact to social care in care costs and market capacity to meet the demand

4.10 We know that we cannot continue as we are. Working under this pressure and with these demands does not produce the best outcomes for people and is inefficient. If don’t make changes we will need to build more hospitals, spend more on social carer and we will need significantly more GPs to deal with the demand we expect.

4.11 We need to turn our focus to prevention and early intervention and we need to move away from an over reliance on bedded solutions. It is crucial that our health and social care organisations work together with the voluntary and community sectors to help older people to maintain their independence for longer. This means doing things differently, being less risk averse and offering new solutions together that keep people well in their community but also offers alternatives to hospital admissions and more effective step down options that support full recovery when they leave.

4.12 We also need to simplify things for our staff and patients. Our services are complex and confusing and people in our community get care from different organisations and have to repeat themselves. They have told us loud and clear they want things to be simpler, consistent and listen to them more. Making our processes and ways of working simpler will also help our community care providers to know what to expect, the care we need to procure and the outcomes we want from them.

4.13 We have looked at the level of external capacity and skills we might need to deliver in order to start implementing change before Winter 2021-22 and considered what it might cost to secure the estimated benefits over an anticipated 18-month programme. We have also undertaken significant engagement across our workforce and created a consensus on our issues, our plans and need to changes required

## The Vision for Integrated Health and Social Care

- 4.14 In 2020, a diagnostic exercise was undertaken to establish what we need to do to make the improvements in our health and care that the people of Northamptonshire deserve. We know:



**We could listen more to people's choices**  
1 in 5 patients want a more independent outcome than the professionals involved in their care are aiming for

**We could do more to offer everyone the same choices**  
We see variation by where people live, what time they access our services, rather than just on the person's need

**We could do more to tailor services for different needs**  
We see people who access our services more frequently, and yet we don't have an effective way of tailoring the way in which we interact

**We could act sooner to avoid escalation**  
35% of escalations that result in a visit to A&E could have been avoided in the 2 weeks before the escalation. The biggest opportunity is in accessing the right services to meet a changing need

**We could be more aware of the services that exist**  
The knowledge of existing services varies, with both ambulance and front door teams unaware that urgent community services offering services like prescribing already exist

**We could do more to always have the right services in place**  
For frail patients, the front door services differ across the county, we need to take the best practice and ensure a consistent offering to increase the 8% of admissions we facilitate

**We could support patients in a better place for them**  
1 in 3 patients in our acute hospitals and 1 in 2 patients in our community hospitals are there despite that bed no longer being the best place for them to be

**We could make better use of our capacity**  
We have capacity of the wrong sort, and patients in beds who could have gone home whilst other patients for those beds, causing flow issues throughout the system

In practice this means:

- 6,600 people could avoid an escalation to ED each year.
- 36,500 people annually could have less delay in their hospital stay.
- 250 people are in hospital right now who could be at home.
- 1 in 5 patients want more independence than we support them to achieve.

- 4.15 We have identified how we want to change and the Integrated Care in Northamptonshire Programme ('iCAN') is the means to facilitate change. We now need to move the programme from the assessment phase to Design, Adoption and Sustain. This should enable us to achieve our goals for 2025. It would mean that a person in Northamptonshire will be able to say:

### iCAN

- ... be sure that the right choices are available to me;
- ... be sure that the right services are there to help me look after my own health;
- ... be sure that the right services are there to detect, diagnose and treat me;
- ... be sure that I get the right treatment;
- ... be sure that the right care and support exists to help me manage;
- ... be sure that the care and support is in the right place for me.

- 4.16 This will allow our population to:



### **The Opportunity**

- 4.17 We have identified a clear set of opportunities that will enable us to provide a health and care system that produces better outcomes for our residents, improves their experience and which is manageable within our financial envelope.
- 4.18 The opportunity should support us moving more of our demand and capacity from hospital sites to community sites so we are closer to the people we serve. This will also free our hospitals to focus on more acute and specialist care.
- 4.19 We want to work in Multi-Disciplinary Teams ('MDTs') which will allow us to do more for the people of Northamptonshire in their communities and closer to home in a joined-up way that suits them and brings the appropriate service to them quickly and effectively.
- 4.20 We will focus on older people to ensure that they are best served to remain at home whenever possible and because this is where our greatest level of demand on the Acutes comes from. We will ensure that our MDTs operate across health and care pathways and are digitally enabled to provide the right care at the right time in the right place. We will work closely with all partners in our STP (NHCP - Northamptonshire Health and Care Partnership), notably the Voluntary Sector, but also social care, GPs and community groups to bring all resources to bear for our residents. Based on the evidence we have gathered we are looking to achieve some significant improvements including.
- 5% reductions in over-65 escalations that would have resulted in admission
  - 5% reduction of over-65 attendances that would have resulted in admission
  - 5% reduction in over-65 admissions from A&E
  - 7% reduction of over-65 bed-days through reducing the Length of Stay
  - 5% reduction in the cost of care for over-65s upon discharge
  - 20-30% reduction in the number of people in Residential or Nursing homes by enabling home living first.
- 4.21 Based on the detailed analysis we have done and achieving this level of improvement we believe that there are significant system savings to be made. We estimate that overall net benefits could total £17-20m for NHCP by 2025.

### **What we need to do**

- We are committed to making change and have the support of all system partners in NHCP. We have made progress:
- We have the **data, evidence and insights** to know what action will deliver best results for our population.
- We can build on the **strong clinical engagement** in the system
- We have a **clear NHCP and iCAN vision**
- There is **strong leadership alignment** to drive change
- We can **learn** from other systems
- We need to build the right foundations for success, culture, digital, IG, communications, OD
- We need to be self aware, we don't have a track record of successful delivery as a system

4.22 At this point we have proposed that we should have West Northamptonshire Council, on behalf of the partners in NHCP, lead a procurement using an appropriate framework via a mini-competition open to organisations that specialise in organisational change and are prepared to share the risk of successful implementation.

4.23 This report therefore seeks approval to give delegated authority to the Executive Director for Adults, Communities and Wellbeing in consultation with the Cabinet member to procure and appoint a system transformation partner to support the continued drive and implementation of Integrated Care in Northamptonshire (ICAN) on behalf of the Northamptonshire Health and Social Care System.

4.24 In supporting Health partners to take forward the ICAN programme through the proposed procurement the Council is ensuring its ability to actively influence and benefit from the ICAN programme making sure that local people receive the best joined up health and social care services.

## 5. Issues and Choices

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5.1 Health partners have proposed that the Council procure the systems transformation partner rather than take forward this activity themselves. The rationale for this decision is based upon

- the strong working relationships between the Council and health partners,
- the Council's proven track record in taking forward a similar approach in its implementation of the Adult Social Care TOM
- the need to act before winter 2021 to secure the capacity and change and current pressure on health resources to support this themselves
- the financial advantages of the Council hosting the arrangements

- 5.2 The local system knows what needs to change and the opportunities available. However, unless we have the right capacity, with the right skills and experience to help us design new ways of working, based on evidence, we will be unable to implement the required changes sustainably at pace and scale. The consequential impact for the system of not providing the required capacity will be that at some point the demand for service will become greater than the capacity available.

## **6. Implications (including financial implications)**

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### **6.1 Resources and Financial**

- 6.2 The development of the ICAN programme was informed by independent analysis establish opportunities to improve services, deliver better outcomes for local people and achieve efficiency savings. The work produced clear evidence of the potential of the programme and the requirement for investment in a system transformation partner to support its realisation.

- 6.3 Health partners have identified that investment of around £6m with a system transformation partner would be needed to provide the capacity and expertise to help them realise a benefit range of circa £16m to £21m in annual recurrent gross savings within an 18-month period.

- 6.4 Should the recommendation of this report be approved then Health Partners would provide the Council with the required funding to enable the Council to fund system partner work in line with agreed contract mechanisms. The Council would not have any liability for the realisation of efficiency savings not being achieved.

As such other than facilitative support to procure the activity, there are no resources or financial implications arising from the proposals.

### **6.5 Legal**

There are no legal implications arising from the proposals.

### **6.6 Risk**

There are no significant risks arising from the proposed recommendations in this paper.

### **6.7 Consultation**

There has been no need to consult on this process as this solution does not create any detrimental impact on services and patients and social care clients and will instead provide improved processes, experiences and outcomes for these often vulnerable groups.

### **6.8 Consideration by Overview and Scrutiny**

Overview and Scrutiny will be engaged should the recommendations of this report be approved.

### **6.9 Climate Impact**

These proposals do not have any climate impact

## 6.10 **Community Impact**

The procurement of a system partner will enable the integration of health and Social Care across the Northamptonshire ICS footprint. ICAN will however be influenced and orientated in its local delivery by the communities with both North and West Northants Councils

## 7. **Background Papers**

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET MEETING

13<sup>TH</sup> JUNE 2021

COUNCIL

15<sup>TH</sup> JUNE 2021

### COUNCILLOR WITH RESPONSIBILITY FOR HR AND CORPORATE SERVICES: COUNCILLOR MIKE HALLAM

Report Title	Appointments to Outside Bodies
Report Author	Catherine Whitehead, Monitoring Officer. Catherine.Whitehead@westnorthants.gov.uk

#### Contributors/Checkers/Approvers

West MO	Catherine Whitehead	29 June 2021
West S151	Martin Henry	29 June 2021
Other Director/SME	N/A	N/A

#### List of Appendices

#### Appendix A – List of Outside Bodies and Proposed Appointees

#### 1. Purpose of Report

- 1.1. Outside bodies are external organisations which have requested that the Council appoint a representative to them. In most cases the outside bodies to which West Northamptonshire Council is asked to appoint representatives are the same as those appointed to by the predecessor authorities.
- 1.2. Appointments to outside bodies can be an important mechanism for community leadership, partnership and joint working and knowledge and information sharing. In some cases

Members appointed will be council representatives i.e. they will be expected to represent the Council's views and interests at meetings. On other bodies, Members will be nominees where their main responsibility will be to the organisation to which they have been appointed. In either case the bodies to which Members are appointed will be expected to make this clear to the appointees. In all cases, outside bodies have separate governance structures to the Council.

- 1.3. Members should note that, in the case of outside bodies and other organisations with executive functions, Cabinet has already delegated power to the leader to determine these appointments. However, the list attached as Appendix A is attached for completeness.

## **2. Executive Summary**

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- 1.4. The report seeks the endorsement of Cabinet (for bodies with executive functions) and Council (for bodies with non-executive functions) for the appointment of Members to the outside bodies listed in Appendix A.

## **3. Recommendations**

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- 3.1 It is recommended that the Cabinet and Council:
  - a) Note and endorse the appointments to outside bodies set out at Appendix A
  - b) Note that further work is required in relation to a small number of outside bodies and agreed that delegated authority be granted to the Chief Executive, in consultation with the Leader(s) of any group to whom a place on an outside body has been allocated, to make such appointments in due course.

## **4. Reason for Recommendations**

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- 4.1 The Council is responsible for appointing Members to a range of outside bodies. By making such appointments the Council can ensure its interests are represented and/or those bodies receive appropriate support from the nominated Members.

## **5. Report Background**

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- 5.1 The Council has established a schedule of outside bodies to which West Northamptonshire Council is responsible for making appointments. These bodies are generally local in nature but may include some national or regional bodies. In some cases, these are strategic organisations where Members can shape and influence policy affecting West Northamptonshire. In others, the role of the appointed Member is important in promoting the relationship with the Council or providing support to the body concerned. The Appendix identifies the places that the Council can appoint to in each case. The names of Members have been provided by the political groups.
- 5.2 The list of outside bodies has largely been inherited from the predecessor councils. In some cases officers have taken steps to contact bodies where further information is required prior to nominations being made. In such cases, delegated authority is sought that these appointments

may be made in accordance with the recommendation set out at 3.1 b). In some instances these bodies have advised the Council that appointments are no longer required to be made by the Council (e.g. the Sir Thomas White Charity). In these cases the details of the bodies have been removed from the list at Appendix A.

## **6. Issues and Choices**

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- 6.1 Once the decision is confirmed, the appointments will be communicated to the Members and the outside bodies and partnerships. The schedule of appointments will be kept under review during the year and Democratic Services will deal with any changes that arise.
- 6.2 The Council may choose not to appoint to the outside bodies in Appendix A but would need to consider whether there would be any implications arising for the Council or the body concerned by not making an appointment.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 There are no resources or financial implications arising directly from the proposals. Any costs associated with the appointment of Members to outside bodies will be met from existing resources.

### **7.2 Legal**

- 7.2.1 There are no legal implications arising from the proposals.

### **7.3 Risk**

- 7.3.1 There are no significant risks arising from the proposed recommendations in this report.

### **7.4 Consultation**

- 7.4.1 Consultation has been undertaken with the political groups on West Northamptonshire Council. Where necessary, consultation has taken place with the outside bodies concerned.

### **7.5 Climate Impact**

- 7.5.1 No specific impacts have been identified.

### **7.6 Community Impact**

- 7.6.1 No specific impacts have been identified.

## **8. Background Papers**

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8.1 None.

## West Northamptonshire Council Outside Body Appointments

## Previously appointed by NCC or mixed

Organisation / Purpose	Appointments	Previous representative(s)	New representatives	Notes
<p>Becketts and Sargeants Educational Foundation</p> <p>Promoting the education of persons under the age of 25 years who are in need of financial assistance and who are resident in the borough of Northampton and are attending schools or full time course of education</p>	2 x nominative governors, appointed by the local education authority	Cllr Sam Rumens Cllr Jane Birch	Cllr Phil Larratt Cllr Zoe Smith	1 x Conservative/ 1 x Labour
<p>Bliss School Foundation</p> <p>Provides financial help to promote the education, wellbeing and development of the pupils of the Bliss Charity School, Nether Heyford</p>	1 x representative governor	Cllr Adam Brown	Cllr Adam Brown	Bugbrooke ward
<p>Blue Coat Educational Charity</p> <p>Provision of educational grants to church of England schools within the borough of Northampton and to individuals in need of financial</p>	3 x nominated trustees	Cllr Matthew Golby Cllr Mike Hallam Vacant	Cllr Matthew Golby Cllr Mike Hallam Cllr Keith Holland-Delamere	Northampton-focussed.

Organisation / Purpose	Appointments	Previous representative(s)	New representatives	Notes
assistance who reside within the borough of Northampton.				
<p>Clipston School Charity</p> <p>The charity is the effective owner of the grade 2 listed 17<sup>th</sup> century school with the trustees active in safeguarding it for the future of the village by monitoring any proposals for alterations to the building, and by making observations to the relevant bodies. With only limited funds, the charity makes occasional donations to the school for specific projects.</p>	2 x additional governors	Cllr Cecile Irving-Swift Vacant	Cllr Cecile Irving-Swift Cllr Kevin Parker	Brixworth ward
<p>Clubs for Young People Northamptonshire</p> <p>A charity that works closely with the community to ensure that there are a variety of safe but enjoyable activities for children from the ages of 8 to 19, from roller skating events to national boxing competitions.</p>	1 x representative	Cllr Cecile Irving-Swift	Cllr Cecile Irving-Swift	

**Appendix A**

<b>Organisation / Purpose</b>	<b>Appointments</b>	<b>Previous representative(s)</b>	<b>New representatives</b>	<b>Notes</b>
Edmund Arnold's Charity  Income shall be applied for the benefit of deserving and necessitous persons resident in the parishes of Nether Heyford, Stony Stratford and St Giles Northampton by way of grants to the individual or to organisations for various specified purposes.	1 x representative trustee, appointed by NCC	Cllr Adam Brown	Cllr Karen Cooper	Appointment made by the local authority as successor body to HM Justices of the Peace for the county of Northampton in Quarter Sessions
Environment Agency: Anglian Great Ouse Regional Flood and Coastal Committee	1 x representative, to hold a voting position every third year		Cllr Pinder Chauhan	There is 1 shared voting place between Buckinghamshire, Milton Keynes and West Northamptonshire Councils. WNC will appoint the voting member in 2022/23. It can send a member as an observer in 2021/22.
Environment Agency: Anglian Northern Regional Flood and Coastal Committee	1 x representative 1 x representative to be shared with North Northamptonshire Council		Cllr Pinder Chauhan Cllr Phil Larratt	WNC and NNC each have 1 voting place and there is a second voting place

**Appendix A**

Organisation / Purpose	Appointments	Previous representative(s)	New representatives	Notes
				<p>shared between the two authorities.</p> <p>A decision on the sharing arrangement has yet to be taken.</p>
<p>Harpole Charitable Trust</p> <p>To benefit the residents of Harpole Northamptonshire and the surrounding area to relieve the needs of those who are poor or otherwise in need and to advance education especially for children and young people.</p>	<p>1 x representative, appointed by the local education authority</p>	<p>Cllr Pinder Chauhan</p>	<p>Cllr Adam Brown</p>	<p>Bugbrooke ward</p>
<p>Richard Capell's Educational Foundation</p> <p>Small grants for educational activities in Flore village only</p>	<p>1 x trustee</p>	<p>Cllr Steve Osborne</p>	<p>Cllr Dan Lister</p>	<p>Long Buckby ward</p>
<p>Scaldwell School Charity</p> <p>Providing grants to individuals and organisations in Scaldwell Northamptonshire for educational purposes.</p>	<p>1 x trustee</p>	<p>Cllr Cecile Irving-Swift</p>	<p>Cllr Kevin Parker</p>	<p>Brixworth ward</p>

**Appendix A**

<b>Organisation / Purpose</b>	<b>Appointments</b>	<b>Previous representative(s)</b>	<b>New representatives</b>	<b>Notes</b>
Silverstone Estates Ltd	1 x non-executive director – Leader of the Council	Cllr Matthew Golby	Cllr Jonathan Nunn	Representation was linked to the loan agreed by NCC in 2010
Stoke Bruerne Canal Partnership  To co-ordinate the interests of its members as required, working towards achieving the enhancement of the Canal Corridor in Stoke Bruerne.	1 x representative, for information only	Cllr Adil Sadygov	Cllr Louisa Fowler	Towcester and Roade ward
Everdon Activities Centre  Residential field studies centre for 5-11 year olds, offering environmental studies activities.	2 x representatives, to reflect major parties	Cllr Amy Howard Vacant	Cllr David James Cllr Lauryn Harrington-Carter	
The Hervey and Elizabeth Ekins Charity  To promote education in accordance with the doctrines of the Church of England of young persons residing in the area of benefit, that is the borough of Northampton and the parish of Great Doddington.	1 – 2 x nominative trustees	Cllr Stephen Legg (NCC) Cllr Phil Larratt (NBC)	Cllr Andy Kilbride Cllr Stephen Hibbert	The Charity's constitution specifies 1 appointee by NCC as the local education authority and 1 by NBC who resides in, or represents, an area of benefit. Appointees do not need to be

**Appendix A**

<b>Organisation / Purpose</b>	<b>Appointments</b>	<b>Previous representative(s)</b>	<b>New representatives</b>	<b>Notes</b>
				members of the appointing council. The Charity is content to have 1 or 2 WNC appointees.
<p>Thomas Roe Foundation</p> <p>The charity provides financial assistance for educational purposes to young persons under the age of 25 who reside within the parishes of Brixworth and Scaldwell. It also provides financial assistance to the school in this area.</p>	1 x representative	Cllr Cecile Irving-Swift	Cllr Kevin Parker	Brixworth ward
<p>Welford Educational Trust</p> <p>To promote education (including social and physical training) of persons under the age of 25 years who are resident in the Ancient Parish of Welford and who are in need of financial assistance.</p>	1 x representative	Cllr Cecile Irving-Swift	Cllr Jonathan Harris	Brixworth ward
<p>Northamptonshire Music &amp; Performing Arts Trust</p>	1 x representative	Cllr Dudley Hughes	Cllr Alison Eastwood	

Appendix A

Organisation / Purpose	Appointments	Previous representative(s)	New representatives	Notes
To provide the young people of Northamptonshire with music and performing arts opportunities.				
Northamptonshire Records Office - Technical and Advisory Panel	2 x representatives	Cllr Andre Gonzalez de Savage Cllr Martin Griffiths	Cllr Andre Gonzalez de Savage Cllr Stephen Hibbert	
Northampton Theatres Trust Ltd Board	3 x representatives	Cllr Matthew Golby (NCC) Cllr Brandon Eldred (NBC) Cllr Danielle Stone (NBC)	Cllr Adam Brown Cllr Jamal Alwahabi	Following the reorganisation of local government in Northamptonshire the Trust has requested two members be appointed, representing the administration and opposition.
Northamptonshire Action with Communities in Rural England	3 x representatives	Cllr Catherine Lomax (DDC) Cllr Fabienne Fraser-Allen (DDC) Cllr Malcolm Waters (NCC)	Cllr David James Cllr Peter Matten Cllr Rosie Humfreys	2 x Conservative/1 x Liberal Democrat NACRE has been contacted concerning their expectations about the number of representatives in future.

## Previously appointed by DDC

Organisation / Purpose	Appointments	Previous representative(s)		Notes
<p>A5 Joint Member Transport Group</p> <p>To raise awareness of the economic role of the A5 and support a co-ordinated approach to future development.</p>	2 x representatives	Cllr Alan Chantler Cllr Catherine Lomax	Cllr Alan Chantler Cllr Rosie Humfreys	1 x Conservative / 1 x Liberal Democrat
Citizens Advice Daventry & District	1 x representative	Cllr Peter Matten	Cllr Peter Matten	
<p>Daventry Community Association</p> <p>To benefit the residents of Daventry and the neighbourhood with the provision of a community centre for voluntary and other organisations to advance education, and provide for social welfare and recreation leisure time activities.</p>	1 x trustee	Cllr Mark Wesley	Cllr Terry Gifford	Located in Daventry West ward
<p>Daventry Consolidated Charity</p> <p>To relieve either generally or individually persons resident in the Daventry &amp; district area who</p>	2 x trustees	Cllr Deanna Eddon Cllr Catherine Lomax	Cllr Colin Morgan Cllr Rosie Humfreys	1 x Conservative / 1 x Liberal Democrat

**Appendix A**

<b>Organisation / Purpose</b>	<b>Appointments</b>	<b>Previous representative(s)</b>		<b>Notes</b>
are in condition of need, hardship or distress.				
Daventry [now West Northamptonshire] Norse Joint Venture – Director  Provision of environmental services in the Daventry area	1 x director	Cllr Jo Gilford	Cllr Jo Gilford	Previous DDC appointee was the portfolio holder
Daventry [now West Northamptonshire] Norse Liaison Board	5 x representatives	Cllr Wayne Howard Cllr Deanna Eddon Cllr David Smith Cllr Catherine Lomax Cllr Wendy Randall	Cllr Colin Morgan Cllr David Smith Cllr Charles Morton Cllr Wendy Randall Cllr Jonathan Harris	3 x Conservative / 1 x Liberal Democrat / 1 x Labour
Daventry Volunteer Centre	1 x representative	Cllr Alan Hills	Cllr David Smith	
Daventry Estate Company Ltd  Private residential landlord owned by DDC. It lets out 32 houses in Middlemore, Daventry.	3 x representatives	Cllr Jo Gilford Cllr Colin Morgan Cllr Richard Micklewright	Cllr Adam Brown Cllr Colin Morgan Cllr Stephen Hibbert	
Futures Housing Group – Insight Committee  Organisation providing affordable housing and housing services	1 x representative	Cllr Daniel Cribbin	Cllr Daniel Cribbin	

Organisation / Purpose	Appointments	Previous representative(s)		Notes
Citizens Advice Bureau North Oxon & South Northants	1 x representative	Cllr Fiona Baker	Cllr Fiona Baker	
<p>Local Action Group - Aylesbury Vale, Rural Milton Keynes and South Northamptonshire LEADER Programme</p> <p>Support for enhancing farm productivity; rural SMEs and farm diversification; rural tourism; provision of rural services; and increasing forest productivity.</p>	1 x representative	Cllr Stephen Clarke	Cllr Stephen Clarke	
<p>South Northamptonshire Leisure Trust</p> <p>The Trust advises on facilities and grant applications, makes grants to sporting organisations and acts to further sports and leisure in South Northamptonshire.</p>	1 x representative	Cllr Roger Clarke	Cllr Greg Lunn	
South Northants Volunteer Bureau	1 x representative	Cllr Rosie Herring	Cllr Rosie Herring	

## Previously appointed by NBC

Organisation / Purpose	Appointments	Previous representative(s)		Notes
Brackmills Industrial Estate Business Improvement District Board	1 x director	Cllr James Hill	Cllr James Hill	
Citizens Advice Bureau Management Committee	2 x representatives	Cllr Phil Larratt Cllr Stephen Hibbert	Cllr Anna King Cllr Stephen Hibbert	
Delapre Abbey Preservation Trust	1 x trustee	Cllr Tim Hadland	Cllr Adam Brown	
78 Derngate Trust	1 x trustee	Cllr Brandon Eldred	Cllr Alison Eastwood	
Kingsthorpe Manor and Town Charity  Income is applied for the general benefit of the inhabitants of the Ecclesiastical Parishes of St. John the Baptist and St. David, Kingsthorpe, Northampton.	2 x trustees	Cllr Phil Larratt Cllr Brian Sargeant	Cllr Cheryl Hawes Cllr Mike O'Connor (Kingsthorpe Parish Council)	
Museum of Leathercraft (National Leather Collection)	3 x representatives	Cllr Penny Flavell Cllr Arthur McCutcheon Cllr Sally Beardsworth	Cllr Penny Flavell Cllr Bob Purser Cllr Sally Beardsworth	1 x Conservative / 1 x Labour / 1 x Liberal Democrat
Northampton Community Safety Partnership	2 x representatives	Cllr Anna King Cllr Phil Larratt	Cllr Anna King Cllr André Gonzalez de Savage	

Organisation / Purpose	Appointments	Previous representative(s)		Notes
The CSP brings together a range of partners engaged in activities which contribute towards making Northampton a safe place in which to live, work and visit.				
Northampton Hope Centre  Hope is a progressive anti-poverty charity that works to improve the lives of anyone affected by poverty and exclusion.	1 x trustee	Cllr Jonathan Nunn	Cllr Jonathan Nunn	
Northampton Leisure Trust Board  Organisation operating leisure facilities in the Northampton area.	2 x trustees	Cllr Anna King Cllr Zoe Smith	Cllr Greg Lunn Cllr Harry Barrett	1 x Conservative / 1 x Labour
Northampton Municipal Church Charity  The Charity runs an almshouse in Northampton and also makes grants to individuals in need, resident in the Northampton Borough Council area, and to organisations that support such people.	2 x trustees	Cllr Penny Flavell Cllr Brian Sergeant	Cllr Penny Flavell Cllr Brian Sergeant	

## Appendix A

<b>Organisation / Purpose</b>	<b>Appointments</b>	<b>Previous representative(s)</b>		<b>Notes</b>
Northampton Partnership Homes Board  ALMO managing housing services	4 x board members	Cllr Alan Bottwood Cllr Andrew Kilbride Cllr Mary Markham Cllr Zoe Smith	Cllr Nigel Hinch Cllr Andrew Kilbride Cllr Emma Roberts Jane Carr, Director of Transformation	3 x Conservative / 1 x Labour
Northampton Rape and Incest Crisis Centre	2 x representatives	Cllr Danielle Stone Cllr Catherine Russell	Cllr Koulla Jolley Cllr Terrie Eales	2 x Labour
Northampton Town Football Supporters Trust	2 x liaison members	Cllr Phil Larratt Cllr Graham Walker	Cllr Phil Bignell Cllr Adam Brown	
Northampton Twinning Association	2 x representatives	Cllr Terrie Eales Cllr Jamie Lane	Cllr Jake Roberts Cllr Gareth Eales	1 x Conservative / 1 x Labour
Northampton Waterside Enterprise Zone Board	2 x board members	Cllr Jonathan Nunn Cllr Tim Hadland	Cllr Jonathan Nunn Cllr Lizzy Bowen	
Northampton Town Centre Business Improvement District Board	1 x director	Cllr Jonathan Nunn	Cllr Jonathan Nunn	

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13<sup>TH</sup> JULY 2021

### CABINET MEMBER RESPONSIBLE FOR CULTURE, LEISURE AND HOUSING: COUNCILLOR ADAM BROWN

<b>Report Title</b>	<b>MHCLG's Rough Sleeper Accommodation Programme funding</b>
<b>Report Author</b>	Jacqueline Brooks, Housing Services Manager <a href="mailto:jacqueline.brooks@westnorthants.gov.uk">jacqueline.brooks@westnorthants.gov.uk</a> Khyati Vaughan, Housing Strategy Team Leader <a href="mailto:Khyati.vaughan@westnorthants.gov.uk">Khyati.vaughan@westnorthants.gov.uk</a>

<b>Contributors/Checkers/Approvers</b>		
<b>Legal</b>	<b>Michelle Thurston - Property and Planning solicitor</b>	22 June 2021
	<b>Geoff Wild - Deputy Monitoring Officer</b>	28 June 2021
<b>Finance</b>	<b>Phil Morrison - Strategic Finance Business Partner</b>	23 June 2021
	<b>Martin Henry - Executive Director of Finance</b>	1 July 2021
<b>Assistant Director</b>	<b>Joanne Barrett</b>	21 June 2021
<b>Deputy Chief Executive and Executive Director for Adults, Communities and Wellbeing</b>	<b>Stuart Lackenby</b>	14 June 2021

#### List of Appendices

Appendix A: Exempt financial modelling

## 1. Purpose of Report

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- 1.1. To agree recommendation to Council to approve an increase in the Housing Revenue Account (HRA) capital programme to acquire ten 1-bedroom properties for the Rough Sleeper Accommodation Programme, funded from Homes England grant and HRA borrowing.

## 2. Executive Summary

---

- 2.1 On 1 July 2021 (deadline for submission), an application for funding was submitted (subject to Cabinet approval) for the Government's Rough Sleeper Accommodation Programme (RSAP), which covers the West Northamptonshire Council area.
- 2.2 The aim of RSAP is to provide accommodation for rough sleepers, available as long-term assets, and accompanying support services to achieve a sustainable reduction in rough sleeping.
- 2.3 A combination of funding from both the HRA and Homes England is required to purchase ten 1-bedroom properties to help support rough sleepers.
- 2.4 The funding application also includes a proposal for revenue funding for a Tenancy Sustainment Officer (fixed term for 2.5 years) to work with rough sleepers identified as part of the programme to help them into more settled accommodation.

## 3. Recommendations

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- 3.1 That Cabinet recommend Council to approve:
- the increase in HRA Capital programme of £1.32m to purchase and refurbish ten 1-bedroom properties through the HRA, in order to accommodate and support people who have been sleeping rough or are threatened with sleeping rough, funded by MHCLG/Homes England RSAP grant and HRA borrowing.

## 4. Reason for Recommendations

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- To provide rough sleepers with sustainable housing solutions, to reduce rough sleeping and enable people who have slept rough to thrive.

## 5. Report Background

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- 5.1 The Rough Sleeper Accommodation Programme (RSAP) is part of a range of measures to meet the Government's commitment to ending rough sleeping, including the former Rough Sleeper Initiative and the Next Steps Accommodation Programme (NSAP) funding bids. The RSAP prospectus can be found here:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/994775/RSAP\\_2021-24\\_Prospectus.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/994775/RSAP_2021-24_Prospectus.pdf)

- 5.1 The former Northampton Borough Council secured funding for the NSAP programme in August 2020. The bid included the purchase and refurbishment of fifteen 1-bedroom properties for

rough sleepers, including those that needed to move out of emergency accommodation to prepare themselves for social or private tenancies.

- 5.2 Since the successful NSAP bid, fifteen 1-bedroom flats across Northampton have been acquired and refurbished. All fifteen properties have been offered to customers, with the last customers moving in at the end of June 2021. These homes are being managed by Northampton Partnership Homes (NPH) and the residents are being supported by a dedicated Tenancy Sustainment Officer.
- 5.3 The success of NSAP and a requirement for additional properties has prompted an application for further funding from the RSAP.
- 5.4 A bid was produced in collaboration between the council and MHCLG, Homes England and NPH, and submitted on 1 July (deadline for submission), subject to approval from Cabinet.
- 5.5 The bid proposes capital funding through Homes England grant funding and Council HRA borrowing to acquire and refurbish ten 1-bedroom properties. In addition, MHCLG revenue funding is also being requested to fund a full-time tenancy sustainment officer (fixed term for 2.5 years).
- 5.6 It is envisaged that the properties to be procured through the scheme will be a combination of ex-council homes (i.e. people wishing to sell their properties back to the Council via the Right of First Refusal), as well as exploring opportunities on the open market across the West Northants area. Properties will be close and easily accessible to the relevant support services. Regard will also be had to the ease of maintenance and management, to any social or community implications of the proposed uses, and to any strategic property issues in the area concerned.
- 5.7 As with the NSAP scheme, customers would be given a two year non-secure tenancy agreement, during which time they would be supported by a dedicated Tenancy Sustainment Officer and the relevant support services, in preparation for more settled accommodation, either in the social or private sector.

## **6. Issues and Choices**

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- 6.1 Following an iterative process, including advice given by MHCLG and Homes England, it is believed that a realistic bid for grant has been submitted for their consideration. It is anticipated WNC will be notified by the 4<sup>th</sup> August 2021 whether the bid is successful.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.2 A similar approach to financial modelling that was used for the successful NSAP initiative, has been applied to the RSAP scheme.
- 7.3 The main financial issue arising from this report is the affordability of the RSAP scheme on the HRA. It is important that all housing acquisitions are capable of funding themselves through the

charging of appropriate rent in order to ensure that the HRA sustainability is maintained, both in terms of debt servicing and maintenance costs.

7.4 The business case assumes the Council will receive Homes England funding, without which the scheme would be unviable and unlikely to go ahead, therefore the scheme is dependent upon successful award of this funding. The result of the funding bid is due on the 4<sup>th</sup> August 2021.

7.5 Assuming Homes England funding is secured, the scheme is viable and provides a positive financial impact to the HRA and General Fund. If HE grant is not secured the scheme will not proceed.

7.6 The total increase in budget to be approved is £1.32m to acquire ten 1 bed dwellings, funded by HE grant and borrowing. The scheme has been appraised over the thirty-year HRA business plan life and shows a positive contribution to the HRA. The cost of capital therefore is affordable at an increase of approximately £27k per annum. Full details of the financial considerations can be found in exempt **Appendix A**.

#### 7.7 **Legal**

7.3.1 Whilst there are no immediate legal implications, it is noted at paragraph 5.6 above that part of the proposal includes MHCLG/Homes England grant funding.

7.3.1 If the Council's bid proposal is successful the Council will be required as part of the condition for grant funding to execute and abide by the conditions of a Grant Agreement which includes a provision of a Legal Opinion to which the Council will be subject. Advice relating to the same will be provided as and when required to support the proposal.

#### 7.8 **Risk**

7.8.1 If the bid is unsuccessful, the programme will not progress, and this may have an impact on the number of rough sleepers. This risk has been mitigated by participating in a collaborative and iterative process with MHCLG and Homes England.

#### 7.9 **Consultation**

7.9.1 There has been extensive consultation with MHCLG, Homes England and Northampton Partnership Homes.

#### 7.10 **Consideration by Overview and Scrutiny**

7.10.1 The Overview and Scrutiny committee has not considered this report and its recommendation.

#### 7.11 **Climate Impact**

7.11.1 There are no climate/environmental impacts.

#### 7.12 **Community Impact**

7.12.1 There are no foreseen community impacts.

## **8. Background Papers**

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8.1 None

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13 JULY 2021

#### Cabinet Member for Finance: Councillor Malcolm Longley

Report Title	Various Freehold and Leasehold Asset Disposals
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Contributors	Checkers	Approvers
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#### List of Appendices

- Appendix A - The Hill Shop, Hunsbury Hill, Northampton
- Appendix B - Becketts Park Pavilion, Northampton
- Appendix C - Various transfers of community facilities, Northampton
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- Appendix L - 10 St Giles Square, Northampton

## **Appendix M - Monksmoor Park Primary School, Daventry**

### **1. Purpose of Report**

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- 1.1. This report seeks authority from Cabinet to progress freehold and leasehold disposal of various assets currently in the ownership of West Northamptonshire Council as described later in this report and in the relevant appendices.
- 1.2. Given the experience to date, the report also seeks authority from Cabinet to extend the delegated authorities afforded to the Assistant Director Assets and Environment in relation to 125-year leases related to academy / free schools, in relation to letting at less than market rates, and in routine commercial lettings.
- 1.3. Cabinet is asked to make separate decisions for each of the properties listed in this report, as outlined below.

### **2. Executive Summary**

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- 2.1 As a result of local government reform (LGR) in Northamptonshire from the 1<sup>st</sup> of April 2021, Northampton Borough Council, Daventry District Council, South Northamptonshire District Council and Northamptonshire County Council were abolished and West Northamptonshire Council (WNC) was created.
- 2.2 Included within this report are several freehold and leasehold asset disposals which were being progressed by the predecessor councils prior to LGR but had not been concluded by Vesting Day (1<sup>st</sup> April). While some of these were subject to previous cabinet, cabinet member or delegated decisions, the Monitoring Officer has advised that a previous decision from one of the predecessor councils cannot automatically be implemented by WNC. New decisions are required.
- 2.3 This report therefore seeks authority from Cabinet to continue with the freehold and leasehold disposals as set out in the appendices.
- 2.4 The freehold disposals relate to assets either with a value exceeding £500k, or where the disposal is considered to represent a value at less than best consideration (for the reasons set out in respect of each relevant transaction). In either case, the delegated powers to dispose conveyed to relevant officers as set out in the Council's constitution do not apply and a Cabinet decision is required.
- 2.5 The leasehold disposals either exceed ten years or (again, for the reasons explained in each case) are regarded as representing a less than best consideration. In either case, the delegated powers to dispose, conveyed to relevant officers set out in the constitution do not apply and a Cabinet decision is required.

2.6 During the process of preparing these requests for approval, it has become evident that several matters relate to scenarios where either there is an external requirement on the Council to enter into the transaction or the scale and nature of the transaction is such that normally a Cabinet report is unlikely to be justified or would cause unnecessary delay. This includes academy school leases, concessionary leases to parish councils and charities, grant of tenancies at will and licenses to support effective property management and routine grants of commercial leases. For the avoidance of doubt, it is emphasised that officer delegated decisions would be taken within the overall framework of the scheme of delegation and matters may still be referred to Cabinet if that is considered appropriate.

### 3. Recommendations

3.1 That delegated authority be given to the Assistant Director Assets and Environment to dispose of the assets listed below and where relevant agree the terms of such disposal in line with the proposals in the relevant appendix:

No	Property	Appendix
1	<b>The Hill Shop, Hunsbury Hill, Northampton</b> , by freehold	Appendix A
2	<b>Beckets Park Pavilion, Northampton</b> , by way of a new lease up to 25 years' in duration at less than best consideration	Appendix B
3	<b>Bellinge Community House, Northampton</b> , by freehold at less than best consideration	Appendix C
4	<b>Cherry Orchard open space, Northampton</b> , by freehold at less than best consideration	Appendix C
5	<b>Farmclose Road, land adjacent to cemetery, Northampton</b> , by freehold at a value at less than best consideration	Appendix C
6	<b>The Elgar Centre, Northampton</b> , by freehold at less than best consideration	Appendix C
7	<b>St Crispin's Community Centre and open space, Northampton</b> , by freehold and also by new lease, both at less than best consideration	Appendix C
8	<b>Former Buddies restaurant, Dychurch Lane, Northampton</b> by way of a new 15 year lease	Appendix D
9	<b>Hazelrigg House, Northampton</b> by way of a new 20 year lease at less than best consideration	Appendix E
10	<b>Delapre Golf Club</b> by way of a surrender of the existing lease and the grant of anew 40 year lease	Appendix F
11	<b>Unit 1 Farmfields, Northampton</b> by way of a new 15 year lease	Appendix G
12	<b>Unit 2 Farmfields, Northampton</b> by way of a new 15 year lease	Appendix H
13	<b>Tennis courts, Mendip Way, Northampton</b> by way of a new 25 year lease	Appendix I

No	Property	Appendix
14	<b>(Part of) Wantage Farm, Northampton</b> by way of a new 125 year lease, and also an agreement to enter into such a lease	Appendix J
15	<b>Land at Radstone Fields, Brackley</b> by way of a new 125 year lease	Appendix K
16	<b>10 St Giles Square</b> by way of new 15 year lease	Appendix L
17	<b>Monksmoor Park Primary School, Daventry</b> by way of a new 125 year lease	Appendix M

3.2 Items 14, 15 and 16 may require the consent of the Secretary of State on the grounds that the disposal is at an undervalue of more than £2 million. Given the circumstances it is expected this would be forthcoming.

3.3 A number of further delegations are required in order for officers to effectively manage a range of transactions on a day-to-day basis affecting the Council's property portfolio. These are set out in the table below and will be incorporated into Constitution on a permanent basis as part of the ongoing review that is currently being undertaken by Democracy & Standards Committee. Pending the outcome of that review in December, it is recommended that interim delegated authority be granted to the Assistant Director Assets and Environment to:

No	Recommendation
18	Agree, and enter into, leases of up to 125 years at nil, or otherwise a value at less than best consideration, which are directly related to the conversion of a local authority maintained school to an academy, or where as a result of a Council decision (including provisions of a Section 106 agreement entered into by the Council or Section 106 unilateral undertaking benefiting the Council) a new school is to be created, and that school will be an academy. This includes the authority to enter into agreements for such leases.
19	In consultation with the relevant Cabinet Member and Chief Financial Officer, agree, and enter into, leases of community centres and similar buildings at less than best consideration (including nil consideration) with parish/town councils or charities.
20	Grant licenses and tenancies at will, including grant at less than best consideration, where this supports the effective management of the Council's property or enables implementation of the Council's policies or statutory duties.
21	Grant leases on commercial terms for terms not exceeding 15 years or capable of break at the Council's discretion at intervals not exceeding 15 years.

#### 4. Reason for Recommendations

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- 4.1 Cabinet will be fully aware of the history to LGR in Northamptonshire and therefore it is not proposed to cover this in detail as part of this report.
- 4.2 At Vesting Day (1<sup>st</sup> April 2021), there were several freehold and leasehold disposals that had been agreed by the predecessor Councils. Approval to these transactions had been given via several different routes including cabinet, cabinet member and officer delegated decisions. These are summarised in more detail in the relevant Appendix.
- 4.3 For varying reasons, these disposals were not completed prior to Vesting Day. The Monitoring Officer has advised that a previous decision from one of the predecessor Councils does not carry forward to WNC. New decisions are required.
- 4.4 This paper therefore seeks authority from Cabinet to progress with the transactions as set out in this paper and more specifically, as set out in the relevant Appendix. **For clarity of records, Cabinet is requested to make individual decisions in relation to each recommendation stated in Section 3 of this report.**
- 4.5 Considering these issues has highlighted certain where it is certain, or almost certain, what course of action the Council would be expected to take. In those cases, it is proposed that the necessary decisions be delegated to allow for efficient and expedient action to be taken.
- 4.6 As members will be aware, under the Academies Act 2010 (the Act) there is a process for converting schools from maintained by the local authority to academy status. New schools are also normally created as academies. These are often called 'free schools' but legally are academies. The Department for Education's usual practice is to seek a 125-year lease for nil consideration. This is an alternative to the use of powers in the Act by the Secretary of State to require a freehold or leasehold transfer of the land.
- 4.6.1 As there are no realistic alternative options to consider in such cases, it is proposed that leases up to 125 years in length be capable of being authorised by the Assistant Director Assets and Environment where they specifically relate to the conversion of a school to an academy or the assignment of an existing lease between appropriate academies. Under the current constitution, any leases over ten years (unless the Council can break the lease at intervals not exceeding ten years) require Cabinet approval.
- 4.6.2 It has also become clear that there are likely to be various requests for leases of community centres / facilities. These leases enable a parish/town council or charity to operate such centres for the good of the local community. As such, it is usual to offer leases at a value which is lower than the one which could be reasonably obtainable in the market, often at nil consideration or at rent which covers only covers items such as insurance. It is therefore proposed that the Assistant Director Assets and Environment be

authorised to grant such leases. (The constitution envisages such standing approval being granted as it excludes leases granted not at best consideration from officer delegations except in cases approved in policy.)

- 4.6.3 The constitution does not expressly address the issue of tenancies at will or licenses to occupy property a value which is lower than the one which could be reasonably obtainable in the market. These flexible arrangements are needed to ensure property is effectively managed, the costs of void property are minimised and the Council can effectively implement its policies and comply with its statutory duties. It is proposed that it is made explicit that such arrangements can be made.
- 4.6.4 It has been identified that commercial leases are often now required with fifteen-year terms. This applies to three of the transactions covered in this report. However, the constitution only delegates authority to grant commercial leases on market terms with terms up to ten years (or capable at break by the Council at ten-year intervals). It is therefore suggested that this period is extended to fifteen years so that routine lettings are not delayed.
- 4.6.5 Whilst it is intended that these issues would be addressed in the review of the Constitution currently underway, this is not due to be considered by Council until December. It is therefore proposed that these additional delegations are approved pending the consideration by Council of the Constitutional review.

## 5. Report Background

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- 5.1 The proposed disposals are set out in the table below. The table gives brief details of each proposed disposal, including identifying where disposal at less than best consideration (generally at nil consideration) is proposed. The table also identifies which appendix each proposed disposal is detailed in.

Appendix	Property	Brief details
A	The Hill Shop, Hunsbury Hill Northampton	Freehold disposal where value is likely to exceed £500,000.
B	Beckets Park Pavilion, Northampton	Transfer to community group by way of lease. Less than best consideration.
C	Bellinge Community House, Northampton	Freehold transfer to parish council. Less than best consideration.
C	Cherry Orchard Open Space, Northampton	Freehold transfer to parish council. Less than best consideration.
C	Farmclose Road Land Adj to Cemetery, Northampton	Freehold transfer to parish council. Less than best consideration.

<b>C</b>	The Elgar Centre, Northampton	Freehold transfer to parish council. Less than best consideration.
<b>C</b>	St Crispin's Community Centre and Open Space, Northampton	Freehold transfer to parish council. Less than best consideration. Additionally, prior to freehold transfer a leasehold (also at less than best consideration) transfer to community group.
<b>D</b>	Former Buddies Restaurant, Dychurch Lane	New 15-year at market consideration.
<b>E</b>	Hazelrigg House, Northampton	New 20-year lease. Less than best consideration.
<b>F</b>	Delapre Golf Club	Surrender of existing lease and grant of new 40-year lease at market consideration.
<b>G</b>	Unit 1 Farmfields, Northampton	New 15-year lease at market consideration.
<b>H</b>	Unit 2 Farmfields, Northampton	New 15-year lease at market consideration.
<b>I</b>	Tennis Courts, Mendip Way, Northampton	New 25-year lease. Less than best consideration.
<b>J</b>	(Part of) Wantage Farm, Northampton	125-year lease for a free school. Less than best consideration.
<b>K</b>	Land at Radstone Fields, Brackley	125-year lease for a free school. Less than best consideration.
<b>L</b>	10 St Giles Square	15-year lease at market consideration.
<b>M</b>	Monksmoor Park Primary School, Daventry	125-year lease for a free school. Less than best consideration.

## **6. Issues and Choices**

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6.1.1 The Issues and choices relating to each of the individual freehold and leasehold disposals are outlined in the relevant appendices.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

7.1.1 The financial and other resource implications of disposals are outlined in the relevant appendices. In general, disposal of land and buildings reduces the Council's liabilities and costs. In some cases, notably the proposed shop sales, it also reduces income. The reasons for nonetheless proposing a sale are given in the relevant appendix.

7.1.2 The revenue implications of each proposed disposal are summarised in the table below:

<b>Appx</b>	<b>Property</b>	<b>Summary</b>
<b>A</b>	The Hill Shop, Hunsbury Hill	The passing rent under the lease is £26,000, however there is an outstanding rent review. The estimated market rent is £47,500; this was considered in the assessment of capital value. WNC will receive a capital receipt of £522,250.
<b>B</b>	Beckets Park Pavilion	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>C</b>	Bellinge Community House	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>C</b>	Cherry Orchard Open Space	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>C</b>	Farmclose Road Land Adj to Cemetery,	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>C</b>	The Elgar Centre	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>C</b>	St Crispin's Community Centre and Open Space	As a community facility, the rental income is likely to be limited. WNC would also save any associated holding costs.
<b>D</b>	Former Buddies Restaurant, Dychurch Lane	The property is currently vacant and generates nil income. The proposal would generate a revenue income of £23,000 per annum. WNC would also save on holding costs.
<b>E</b>	Hazelrigg House	The current passing rent under the lease is £15,000 per annum and the market rent is £24,000 per annum, although this is not currently received or budgeted for. The concessionary rent proposed would equate to an average rent of £5,000 per annum over the first five years.

<b>F</b>	Delapre Golf Club	The current passing rent under the lease is £150,000. Terms are being negotiated for a surrender of part which would have a revenue impact of around £30,000 per annum.
<b>G</b>	Unit 1 Farmfields	The proposal would enable WNC to realise an additional average revenue income of £11,800 per annum over the first five years.
<b>H</b>	Unit 2 Farmfields	The proposal would enable WNC to realise an additional average revenue income of £9,200 over the first five years.
<b>I</b>	Tennis Courts, Mendip Way	The passing rent under the lease is £700 per annum. Terms are being negotiated at present. An increase is anticipated although this is likely to be nominal.
<b>J</b>	(Part of) Wantage Farm	There are no revenue impacts with this proposal. The land currently does not generate any income but has historically been farmed; therefore a modest farm rent income would be forgone.
<b>K</b>	Land at Radstone Fields	There are no revenue impacts associated within this proposal. The rent would be nil as an academy school
<b>L</b>	10 St Giles Square	The property is currently vacant and generates nil income. The proposal would generate a revenue income of £50,000 per annum. WNC would also save on holding costs.
<b>M</b>	Monksmoor Park Primary School	There are no revenue impacts associated within this proposal. The rent would be nil as an academy school.

7.1.3 Based on the table above, the proposals would representative a positive rental position of approximately £28,000 per annum.

7.1.4 The proposals would also generate a capital receipt of £522,250.

## 7.2 Legal

7.2.1 Generally, the disposals are authorised under Section 123 of the Local Government Act 1972. This requires that disposals by freehold or leasehold of seven or more years in length must be on the best consideration reasonably obtainable. However, there is an exemption where the Secretary of State otherwise approves. Sometimes specific consent is needed, but often the necessary consent is given by the General Disposal Consent 2003. This allows for disposals at under-values of up to £2 million where the Council thinks the

disposal will advance the economic, social or environmental well-being of the area or people in it.

7.2.2 Where disposal of open space land is concerned, Section 123 also requires, in sub-section 2A, that the Council advertise for two successive weeks in a local newspaper of its intention to dispose of the land and considers any objections to a proposed disposal before confirming a decision to dispose. Given the natures of the disposals proposed in this report, objections are not expected. Nonetheless, if any arise they would be carefully considered and if any substantive points were raised the matter referred back for a Member decision.

7.2.3 The Council must also comply with the subsidy control provisions of the UK – EU Trade and Cooperation Agreement, as applied into UK law by Section 29 of the European Union (Future Relationship) Act 2020. Disposing of land at less than best consideration is a form of subsidy. However, it is considered that the cases set out in this report are not the kinds or scales of subsidy likely to fall under the controls of the treaty. If any risk of infringement is identified legal advice would be taken.

### 7.3 **Risk**

7.3.1 The legal implications relating to the each of the individual freehold and leasehold asset disposals are outlined in the relevant appendices.

### 7.4 **Consultation**

7.4.1 The consultation implications relating to the each of the individual freehold and leasehold asset disposals are outlined in the relevant appendices.

### 7.5 **Climate Impact**

7.5.1 The Climate implications relating to the each of the individual freehold and leasehold asset disposals are outlined in the relevant appendices.

### 7.6 **Community Impact**

7.6.1 The community Impact implications relating to the each of the individual freehold and leasehold asset disposals are outlined in the relevant appendices.

## 8. **Background Papers**

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8.1.1 None

# APPENDIX A

## The Hill Shop, Hunsbury Hill, Northampton

**Author:** Liam Foster, Acquisition and Disposal Surveyor

### 5. Report Background

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- 5.1 On the 5th of March 2020, a report was submitted to the Cabinet of Northampton Borough Council (NBC), recommending several local neighbourhood community shops for disposal. NBC Cabinet agreed to the disposal of the assets to the existing tenants which includes this property.
- 5.2 Officers from NBC discussed the proposal with the tenant who expressed an interest in acquiring the freehold interest. A valuation was completed in July 2020 by a local and independent surveying firm. This valuation took into consideration the proposed freehold sale to the tenants, with a restrictive covenant being placed on the shop. The tenant also appointed their own professional advisor to review the value of the asset and conduct negotiations on their behalf.
- 5.3 The value proposed by the tenant's agent was below the level which NBC felt was reflective of best consideration in the market and given the parameters stated in 5.2 above.
- 5.4 In accordance with its financial protocols, NBC was required to value its investment properties (for accounts purposes) on an annual basis. The rolling valuation programme is undertaken by Wilks Head and Eve (WHE). WHE was enlisted by the council to revalue the shop and determine a market value for the asset. The market value given by WHE was £522,500.
- 5.5 Following negotiations with the Tenant, they have agreed to pay £522,500 and have secured bank financing. While it was anticipated that this disposal would be completed prior to Vesting Day, this was not possible.
- 5.6 This report therefore seeks approval to dispose of The Hill Shop to the current tenant at the agreed price of £522,500.

### 6. Issues and Choices

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- 6.1.1 The Hill Shop is one of several community shops which the council owns. Out of the 15 shops that formed part of the original Cabinet decision, this has progressed furthest.

- 6.1.2 As identified above, the tenant had expected the sale to complete prior to vesting day and has secured any associated funding that they require to complete the purchase. As the original Cabinet decision made by NBC cannot be carried forward to WNC, the sale of the asset has been delayed. Given the progress that has been made and the previous commitments to proceed with the disposal, it is recommended that WNC proceed with the disposal on the terms previously agreed.
- 6.1.3 WNC could decide not to proceed with the disposal. If it did, it is possible that the tenant may seek recompense from WNC for the costs that he has expended on the process to date in good faith and in the knowledge of the previous NBC Cabinet decision.
- 6.1.4 As the original Cabinet decision directed disposals to the existing tenant, the market value of the asset has been determined via independent valuations. WNC could take the decision to openly advertise the investment opportunity. While this would be consistent with the approved WNC processes, it would be contrary to the original NBC Cabinet Decision upon which the current agreement has been structured. Any value implications to this have been mitigated through obtaining independent market valuations.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 By making this decision, WNC would dispose of the freehold interest in the property to the existing tenant and receive a capital receipt of £522,250. This value has been negotiated and provisionally agreed with the tenant and is consistent with the independent valuation advice that has been provided.
- 7.1.2 As part of this transaction, it has been agreed that each party will bear their own legal costs.

### **7.2 Legal**

- 7.2.1 For the council to demonstrate it has complied with its duty to achieve the best price reasonably obtainable, it has sought an independent assessment of the open market value of each the asset covering such matters as value in existing condition, with proposed restrictions and for currently permitted uses. Whilst going to the open market is a well-established route to discharge the 'best consideration' obligation, it is not the only route possible and relying on independent valuation is an acceptable way of achieving the same outcome.

### **7.3 Risk**

- 7.3.1 The principal risk associated with this transaction relates to value. The original NBC Cabinet decision directed that the assets should (where possible) be sold to the tenants. As no marketing is required for this approach, the value of the asset has been determined via independent valuations. While this approach is consistent with the original Cabinet decision, it does not follow the new procedures which has been implemented by WNC, which directs disposal by open market sale unless otherwise agreed by relevant officers / Cabinet. While it is not possible

determine if a market participant would pay more for the property, this risk has been mitigated through the valuation process which has provided an independent assessment of the value of the asset, based on the specific parameters as set out in this report.

- 7.3.2 If the recommendation does not progress, it is possible that the tenant may seek recompense from WNC for the costs that it has incurred in progressing the disposal, which is has done in good faith and in based on the original NBC Cabinet decision.

#### **7.4 Consultation**

- 7.4.1 No additional consultation has been completed as part of this recommendation.

#### **7.5 Consideration by Overview and Scrutiny**

- 7.5.1 None.

#### **7.6 Climate Impact**

- 7.6.1 There are no environmental or climate implications identified.

#### **7.7 Community Impact**

- 7.7.1 The sale would allow the shop to continue to be managed for local use. There is some risk it might in due course be closed and, for example, converted in housing, thereby losing a community facility. However given that it is a viable business this is considered unlikely.

### **8. Background Papers**

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- 8.1 Disposal of Community Centre Shops (5<sup>th</sup> March 2020, Northampton Borough Council report)

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# APPENDIX B

## Beckets Park Pavilion, Northampton

**Author:** Liam Foster, Disposal and Acquisition Surveyor

### 5. Report Background

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- 5.1.1 This timber clad pavilion was built circa the 1920s and used until recently as a café for park users to enjoy. Sadly, the leaseholder died in 2017 and the café has remained closed since that time.
- 5.1.2 Since the café has been closed it has been the subject of frequent vandalism and attracts anti-social behaviour. The property has been reviewed by assets with the aim of bringing it back to functional use. However given the poor condition of the property and the recognition that the Council does not have the staff with the right skills/experience to operate a successful community café, an alternative solutions needs to be found to preserve the café in the park, hence the option for a community asset transfer for qualifying third party sector organisations.
- 5.1.3 Beckets Park is one of Northampton's primary open spaces, which is located at the south of the town and within a short walk of the town centre. The park is enjoyed by students, boaters and the wider community.
- 5.1.4 Buddies of Beckets (BOB) produced a masterplan for the park, commissioned by the Northampton Borough Council (NBC). This made recommendations on many aspects of the open space. The master plan considered the history of the park, current planning policy and master plans of the area.
- 5.1.5 The proposal (which was agreed at NBC Cabinet of 9<sup>th</sup> September 2020) was to market for a qualified community organisation to submit a tender, including a business plan, demonstrating credible evidence of their financial resources, with the ability to take control of a café and fulfil the recommendation contained within the masterplan to reopen a community café.
- 5.1.6 Transfer of assets to the local community can bring benefits not only to the council but also its community partners. This type of transfer provides the ability to strengthen the sustainability of local community assets and organisations.
- 5.1.7 The process would be:

- Market the site on the basis set out above.
- Formally advertise the disposal of an open space in the local press, as required by law, and consider any objections (This is considered necessary because the property lies within an 'open space' but it is not proposed that any significant part of the Park itself would be included in the lease). Given this is not actually open space, objections are considered unlikely.
- Seek expressions of interest from voluntary and community sectors such as third party sectors (TPS) which are:
  - Independent of the public sector.
  - Motivated to achieve social goals (for example improving public welfare, the environment and economic well-being) rather than the desire to distribute profit.
  - Reinvest surpluses generated in pursuit of their goal.
- Select the most suitable operator and grant a lease. It is expected that the lease would be at nil consideration or only charge for matters such as insurance which the council can be better placed to manage.

5.1.8 The lease would not exceed 25 years' in length (but may be less) and would contain provisions to protect the Council's interests, notably allowing the lease to be terminated if the operator no longer met the conditions of being a TPS or was not operating the café in line with the proposal submitted. There would be a mechanism to agree changes to the operating proposals if conditions justified this.

## **6. Issues and Choices**

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6.1.1 Becketts Park Pavilion is not in good repair and requires investment. The successful community organisation would be expected to take on the property in the current condition, secure the site and demonstrate they have the resources to deliver the desired outcomes for the pavilion and park users.

6.1.2 In terms of choices:

- a) Becketts Park Pavilion could remain closed and continue to fall into disrepair. It would remain under review by WNC but there would be limited resource to focus on this asset and therefore progress to bring it back to use would be likely to be slow.
- b) The pavilion could be offered commercially for a café use.
- c) The pavilion could be offered to a community group for café use.

6.1.3 Given the previous study and master-planning work, and public engagement to this point, it is suggested it would be sensible to proceed with option (c).

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

7.1.1 If the council were to retain the building the pavilion would sit as it currently has done for a number of years with little being done. The only financial risk the council has if the building were to be sold

be retained, would be the further investment needed to re-open for the community. By transferring the pavilion to a voluntary or community group, it alleviates any risk the council has over the building.

7.1.2 Each party would pay their own professional fees.

## 7.2 Legal

7.2.1 There are no issues not addressed in the covering report.

## 7.3 Risk

7.3.1 If the recommendation does not progress, Becketts Park Pavilion risks being left empty for the foreseeable future, which would not help the council, nor community organisations who want to invest in the area and provide a community café for the park's users.

## 7.4 Consultation

7.4.1 Ward Councillors and Buddies of Becketts have been consulted on this matter.

## 7.5 Consideration by Overview and Scrutiny

7.5.1 None.

## 7.6 Climate Impact

7.6.1 There are no environmental or climate implications identified.

## 7.7 Community Impact

7.7.1 This report which includes a number of assets led NBC to conclude that the disposal of Becketts Park Pavilion by way of lease would have a positive effect on the local community that it serves. This still appears a reasonable perspective. The pavilion being owned and managed by respected organisations should also help with the proactive management and recreational use for this site.

7.7.2 Allowing this site to be managed and maintained at a level the Council could not, due to larger projects and commitments, gives an organisation the freedom to better understand the local areas and community, to offer them what is needed on a more personal level.

## 8. Background Papers

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8.1 Asset Management Disposals (9<sup>th</sup> September 2020, Northampton Borough Council report)

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# APPENDIX C

## Various Transfers of Community Facilities

- **Bellinge Community House**
- **Cherry Orchard open space**
- **Farmclose Road land adj to cemetery**
- **The Elgar Centre**
- **St Crispin's Community Centre and open space**

**Author:** Liam Foster, Disposal and Acquisition Surveyor

### 5. Report Background

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- 5.1.1 The Council is the freehold owner of community land and property, held for social, recreational and community group uses.
- 5.1.2 Several Northampton Borough Council (NBC) Cabinet reports over the years considered the maintenance and ownership of community held land and resolved that some community assets would be better managed in the longer term by the respective communities that they serve, owned and maintained by parish councils. The parish councils were invited to express an interest in the community land and assets in their area, of which many sites were identified. This list was reviewed and it was agreed to progress a number of the proposals.
- 5.1.3 Prior to the NBC Cabinet decisions, each site had the following assessment:
- An initial use assessment, to check the planning policy and assets register agreed on the community status and that the intention was for the site to remain as a community asset in perpetuity.
  - Initial legal check to determine sensible boundaries for the transfer of land, identifying any restrictive covenants (for public right of way and restrictions that support community use) and any other contractual obligations that run with the sites.
  - Meetings with the parish clerks to discuss and understand their resources for ongoing management, address any concerns of a practical nature. Part of these discussions were

to establish and understand what local volunteer and community support the parish councils had to assist them.

- 5.1.4 This above process led NBC to conclude that the transfer of these community facility would have a positive effect on the communities they serve, and that being owned and controlled by the parish councils would facilitate proactive management and recreational uses of the sites.
- 5.1.5 To provide greater assurance of the continued use of the assets for the benefit of the community, it was agreed that a restriction would be placed on the title to ensure that the property and land continues to be used in its existing use (public open spaces or community centres as appropriate) the main permitted use is for recreational use.
- 5.1.6 NBC agreed at Cabinet (on 2<sup>nd</sup> January 2020, 20<sup>th</sup> May 2020 and 9<sup>th</sup> September 2020), to move forward with the transfer of the community facilities to the relevant parish councils. While it was envisaged that the transfers would be completed prior to vesting day, where the subject properties were concerned this was not possible.
- 5.1.7 The transfer of these community facilities has all progressed to the point where heads of terms have been agreed and most of the legal work (for example solicitors' enquiries, title searches and so on) have been completed.
- 5.1.8 This report therefore seeks approval from Cabinet to proceed with the transfer of the community facilities. Cabinet is also asked to approve that given the nature of the disposal (community facility to town / parish council or charity), that the terms of such a disposal should constitute a disposal at less than best consideration. Generally this would be for no charge.
- 5.1.9 In relation to the St Crispin's Community Centre, it is anticipated that prior to the proposed freehold transfer a leasehold disposal will be completed to the community organisation which operates it. This would also be at nil or nominal consideration and would facilitate the freehold transfer. This transaction may also include a license (rather than a lease) of the open space.

## **6. Issues and Choices**

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- 6.1.1 The land and centres are intended to remain as public open spaces and community centres. The transfer should enable the assets to be better managed in the longer term by the respective communities that they serve and as such, it is important that this use is preserved through the transfer. On this basis, an appropriate restrictive covenant would be placed on the titles. The sites would also be transferred subject to any existing public rights of way and title covenants that may presently exist.
- 6.1.2 As the transfer of these properties had previously been approved by NBC Cabinet, there is an existing expectation from the other parties that the transfers will complete.
- 6.1.3 The Council could decide to retain ownership of these sites however this was previously rejected on the basis that it would not realise the benefits derived from the assets being managed by the relevant organisations within the communities that they serve. If WNC retained the assets, it is

likely that the occupiers would be less able to secure future grant funding (where relevant). WNC would also have ongoing responsibility for maintenance and insurance.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

7.1.1 The community facilities are held on the Council's asset register with a nominal capital value, reflecting the existing use. It is not therefore envisaged that this proposal would have a significant adverse financial impact on WNC.

7.1.2 As highlighted previously in this report, the proposed transfer of these properties are subject to the continued use of the asset for community purposes. The properties are currently occupied on concessionary terms for the same reason. The proposed transfer of the assets would be at a nil or nominal value to reflect this use. As noted above, this would represent a disposal at less than best consideration. This is deemed appropriate in the current scenario on the basis that the disposals contribute to the promotion or improvement of social well-being in the areas where the properties are situated.

7.1.3 It has been agreed that each party will pay their own professional fees, which include legal and estates costs.

### **7.2 Legal**

7.2.1 As noted, the disposals are at less than best consideration, but it is considered that, in each case, the disposal contributed to the promotion of improvement of social well-being in the local area and therefore is authorised by the general consent given for such matters by the General Disposal Consent (England) 2003.

### **7.3 Risk**

7.3.1 There is a risk that the parish councils taking on these assets could cease to use them for community uses or fail to maintain them properly. This risk is proposed to be managed by restrictive covenants, as outlined above, and through an agreement which would allow the council to take back an asset if the relevant parish council could no longer maintain or look after them, or they cease to deliver a community use.

### **7.4 Consultation**

7.4.1 Consultation has been undertaken with ward members and affected parish councils.

### **7.5 Consideration by Overview and Scrutiny**

7.5.1 None.

### **7.6 Climate Impact**

7.6.1 There are no environmental or climate implications identified.

## 7.7 **Community Impact**

7.7.1 This report which includes several assets led NBC to conclude that the disposal of Bellinge Community House, Cherry Orchard open space, Farmclose Road land, The Elgar Centre and St Crispins Community Centre and land would all have a positive effect on the communities that they serve. This remains a reasonable perspective. Being owned and managed by local parish councils should also help with the proactive management and recreational use for these sites.

7.7.2 Allowing these sites to be managed and maintained at a level the Council could not, due to larger projects and commitments, it gives these organisations the freedom to better understand their local areas and community, to offer them what is needed.

## 8. **Background Papers**

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8.1 22<sup>nd</sup> January 2020, Northampton Borough Council report

8.2 20<sup>th</sup> May 2020, Northampton Borough Council report

# APPENDIX D

## Former Buddies Restaurant, Dychurch Lane, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 The premises are held on a long leasehold interest by West Northamptonshire Council (WNC) from Fish Street Holdings Ltd for a term of 999 years from 11<sup>th</sup> of January 2018 at a peppercorn rent.
- 5.2 The sub tenant, Buddies New York Café Ltd, held a lease at a rental of £23,500 pa from the 1<sup>st</sup> of May 2014 for five years. During the term, the tenant vacated the premises and unfortunately went into liquidation. The lease was disclaimed on the 16<sup>th</sup> of June 2020.
- 5.3 WNC placed the property on the market through its appointed agent. The property was placed on the open market to seek to secure a new tenant. An offer was received from a restaurant operator on the terms set out below. Following discussions with the Council's agent, the following offer was recommended for approval by the council.
- 15-year lease
  - Full repair and insuring
  - 3 yearly rent reviews
  - £23,000 pa.
  - Four month's rent free and three month's rent deposit.
- 5.4 This report therefore seek authority from Cabinet to dispose of the asset on the terms contained within this report, or any minor modifications on these necessary or helpful to conclude the transaction.

### 6. Issues and Choices

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- 6.1 Since the lease was disclaimed on 16<sup>th</sup> June 2020, NBC and now WNC has been responsible for the void costs and will continue to be responsible for these until such a time that the property is occupied. By implementing this decision WNC would remove its obligation for these costs, as well as benefitting from the rental income.

- 6.2 WNC could decide not to proceed with the proposed letting and place the property back on the market. Given the marketing that has already been undertaken, it is deemed unlikely that an alternative occupier would be forthcoming and that during any additional marketing period WNC would continue to incur holding costs and receive no income.
- 6.3 The unit could be sold but this would remove a source of income and as such it was agreed that the property would be placed on the open market with a view to securing a new tenant. Given the presence of the proposed tenant, a letting is the most beneficial outcome and a freehold sale is not recommended.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 The property has remained vacant since June 2020, during which time NBC, and now WNC, has not received any income and has been responsible for all vacancy costs. Approval of the proposed letting will allow WNC to generate an income. There will be no ongoing costs to WNC as the tenant will be responsible for all rates, utilities and the cost of repair will be passed from WNC to the tenant.
- 7.1.2 Each part to bear their own legal costs. WNC costs are mitigated by using an in-house legal team.

### **7.2 Legal**

- 7.2.1 This would be a subletting as WNC holds a long leasehold interest. WNC would need to ensure that the terms of the sublease are in line with the head lease.

### **7.3 Risk**

- 7.3.1 If the recommendation for the proposed letting is not approved there is a high risk the unit will remain vacant. WNC would remain responsible for the vacant unit costs.

### **7.4 Consultation**

- 7.4.1 No consultation has been considered necessary.

### **7.5 Consideration by Overview and Scrutiny**

- 7.5.1 None.

### **7.6 Climate Impact**

- 7.6.1 No material impact on climate is anticipated as a result of this decision.

### **7.7 Community Impact**

7.7.1 Brining the unit back into use should minimise adverse impacts from vacant property.

## **8. Background Papers**

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8.1.1 None.

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# APPENDIX E

## Hazelrigg House, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 Hazelrigg House is a strategic site within Northampton town centre. The building is a Tudor town house that was one of the only buildings to survive the fire of Northampton in 1675. It sits on an important gateway for visitors and commuters accessing the town centre by train.
- 5.2 The Looking Glass Theatre (LGT) currently occupy Hazelrigg House. Their original five year lease at a rental of £15,000 pa expired on 31<sup>st</sup> July 2020. Hazelrigg House is considered a community facility with Looking Glass Theatre (now known as Looking Glass Arts and Heritage Ltd) providing services to the community.
- 5.3 LGT works with local communities to increase access to educational and provides opportunities to find out more about the history of the area. LGT will provide visits to Hazelrigg House where the local students as part of the Key Stage two syllabus, can explore its history and links to the battle of Naseby. A stage school is also run from the site, training students in acting, stage management, sound, lighting, costume, and film production.
- 5.4 An independent market valuation was carried out to establish the freehold value of the asses based on the current market rental and based on the proposed concessionary rental. The valuation established that the market rent would be in the region of £24,500 pa.
- 5.5 Given the historic value of the property and the social value of the work carried out by LGT the following terms have been provisionally agreed in relation to the lease renewal.
- 20-year lease from 1<sup>st</sup> August 2020
  - Outside the security of tenure provisions of the Landlord and Tenant Act 1954.
  - Internal Repairing Lease.
  - Five yearly RPI rent reviews.
  - Rent stepped as follows:
    - Year 1 - rent free
    - Year 2 - £2,500

- Year 3 - £5,000
- Year 4 - £7, 500
- Year 5 - £10,000
- Tenant's option to break year 1 and year 2; mutual break year 3 and year 5, and thereafter every 5<sup>th</sup> Anniversary.

5.6 This report seeks authority from Cabinet to agree the leasehold disposal of the property on the property on the terms stated within this report, and any minor modifications to them necessary or useful to progress the disposal and acknowledging that such a disposal would be at a value which is lower than the one which could be reasonably obtainable in the market.

## **6. Issues and Choices**

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6.1 We have been advised by the tenant that they can no longer afford to pay rent at the level currently due. The stepped concessionary rent is proposed to allow the tenant to continue to provide services to the community however does represent a leasehold disposal at less than best consideration.

6.2 The tenant has occupied Hazelrigg House since 2015 and is well established and would find it difficult to find suitable affordable alternative premises to continue to provide the services to the community.

6.3 WNC could decide not to renew the lease to LGT and seek a letting on a commercial basis. This would result in the tenant being unable to operate and the subsequent loss of the services they provide to the community if they were unable to find suitable affordable alternative premises.

6.4 To sell the building. This option is not recommended as the building sits on a strategic site within Northampton town centre and is viewed as a community facility.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

7.1.1 The independent valuation obtained as part of the decision-making process has established the open market rental value of the property to be £24,500. Based on this level of income, it is estimated that the value of the asset (as an investment) would be £350,000. Based on the proposed concessionary lease terms, at a less than best consideration, the value of the asset (as an investment) would be approximately £200,000.

7.1.2 Under the terms if the previous lease, WNC is responsible for the repair of the external areas and structure of the property. This provision would continue under the new lease and as such WNC will continue to have a maintenance obligation at the property.

7.1.3 It has been agreed that each part to bear their own legal costs. WNC costs are mitigated by using an in-house legal team.

## **7.2 Legal**

7.2.1 The tenant does not have rights to renew as the current lease is excluded from security of tenure provisions under sections 24 –28 The Landlord and Tenant Act 1954. It is proposed the new lease will be on similar terms apart from the term and rent.

7.2.2 A lease at less than market rent is considered to be justified in this case on the basis of the contribution which will be made to the social wellbeing of the area as a result of the activities of the tenant.

## **7.3 Risk**

7.3.1 If the recommendation for the proposed lease renewal is not approved there is a high risk the tenant will be unable to find alternative premises. This would result in the loss of facilities to the community.

7.3.2 As stated earlier in this report, the proposed rental of the property is deemed to be at a rental that is less than the best consideration available in the market. If it was decided not to progress with the current proposal, there is a risk that the community benefit would be lost

7.3.3 By proceeding, the Council would lose control of the building for a considerable period. This risk has in part been mitigated through the inclusion of various break options that would allow WNC to gain possession of the property should it decide to progress alternative options for the site in the future.

## **7.4 Consultation**

7.4.1 None.

## **7.5 Consideration by Overview and Scrutiny**

7.5.1 None.

## **7.6 Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

## **7.7 Community Impact**

7.7.1 Services currently provided from Hazelrigg House may be lost if the lease renewal is not approved.

## **8. Background Papers**

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8.1.1 None.

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# APPENDIX F

## Delapre Golf Course, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 Delapre Golf Club holds a lease from the 1<sup>st</sup> May 2020 for 40 years at a rental of £150,000 pa. The original rent was £175,000 but this was reduced in 2013 by agreement. The main golf course sits on the Northampton Battlefield Site and has been closed for the majority of the last year due to Covid-19 restrictions. However, the tenant has continued to retain staff to maintain the golf course throughout the Covid-19 pandemic and has continued to invest in the site carrying out repairs to the drainage system.
- 5.2 While most of the site is well used, there is currently an unused nine hole course which is known as the Hardingstone Nine course. This site has been identified by Northampton Borough Council (NBC) as a potential location for a mountain bike course with ancillary development. A proposal is currently progressing for this. However for it to be delivered, or any alternative development potential to realised, WNC would need to negotiate a surrender of the Hardingstone Nine site from the current tenant.
- 5.3 The tenant has provisionally agreed to surrender the Hardingstone Nine course and agree a new lease on the remaining element to facilitate the development. An independent valuation has been carried out to analyse the market rental of the property. WNC is currently negotiating with the tenant on the surrender of the lease and the proposed terms of the new lease on the site, excluding the Hardingstone Nine.
- 5.4 This report seeks authority to agree to surrender the current lease and the re-grant of a new 40-year lease of the remaining site (excluding the Hardingstone Nine Golf Course).

### 6. Issues and Choices

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- 6.1 Following discussions with the tenant and because of the Covid-19 pandemic, the current passing rent is unsustainable, in part because of the rental that had been applied to the underutilised Hardingstone Nine course. While the current proposal would allow the surrender of the Hardingstone Nine to progress the bike course initiative, it also realigns the rental position on the

site with the existing tenant's business model, making it more sustainable in the long term, thus minimising the risk of tenant default.

- 6.2 The site of the Hardingstone Nine course has been identified as a possible mountain bike course with ancillary development potential. As this land is currently leased to the tenant, WNC is not in a position where it could move forward with the proposal until such a time that it has agreed a surrender of the land.
- 6.3 WNC could make the decision to refuse consent to the proposed surrender and re-grant of the lease to the tenant. This is not recommended as it would remove any potential to deliver the mountain bike course and any additional benefit that WNC may be able to obtain from wider development. It would also place additional financial pressures on the tenant which would increase the risk of tenant default on the remaining elements of the golf course.
- 6.4 WNC could also consider whether to seek vacant possession of the whole of the site for possible redevelopment. This is not recommended because most of the property sits on the Northampton Battlefield site. Development of this land is unlikely to be supported and therefore the current use is likely to be optimal.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 WNC is currently in discussions with the tenant regarding the surrender and the proposal of a new 40-year lease on the remaining elements. While these negotiations are ongoing, WNC has obtained advice from an independent valuer which is being used to negotiate the new terms in accordance with best value/best consideration objectives.
- 7.1.2 If the surrender and re-grant of the lease is not progressed, this will place additional risk on the delivery of the bike park. As the Hardingstone Nine is currently underutilised by the tenant, it is a cost burden to them. By making this decision, the new lease will align with the business model of the tenant and be more financially sustainable for them
- 7.1.3 It has been agreed that each party will bear their own legal costs.

### **7.2 Legal**

- 7.2.1 For WNC to gain possession of the unused Hardingstone Nine course it would be necessary to either complete the surrender of the current lease and grant a new lease of site excluding the Hardingstone Nine or the surrender of part and a consequential revision to the rent. In this context, both approaches would deliver the same result.

### **7.3 Risk**

- 7.3.1 Given the current rental commitments and the impact of the Covid-19 pandemic, the tenant has indicated that the current rental level is unsustainable. If the recommendations were not progressed, the continued burden of the existing lease terms would place additional financial

strain on the tenant and place it at higher risk of default. Given the specialist nature of the use and the sensitivities around the site, WNC may incur significant rental voids if it were to become vacant.

7.3.2 WNC is also currently at an advanced stage with the proposals for the bike park which would be placed at significant risk if this proposal did not proceed. Unless a surrender of the Hardington Nine can be agreed with the tenant, the bike park initiative could not progress.

#### 7.4 **Consultation**

7.4.1 There has been no additional consultation undertaken in relation to this proposal.

#### 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

#### 7.6 **Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

#### 7.7 **Community Impact**

7.7.1 Failure to secure the surrender of the Hardington Nine course would prevent the development of the mountain bike course which would provide a facility for the benefit of the community.

### 8. **Background Papers**

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8.1.1 None.

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# APPENDIX G

## Unit 1 Farmfields, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 Units 34, 35, 36, and 37 Farmfield Court were demolished as part of a residential redevelopment carried out by Northampton Partnership Homes (NPH) and the commercial tenants were temporarily re-located to allow the development to proceed.
- 5.2 As part of the agreement which facilitated their relocation, it was agreed that the tenants would be allowed to re-occupy the new units once they had been completed and fitted out to their specification. The occupation of the new units would be via a new lease on terms to be agreed between the parties.
- 5.3 The new development of 17 flats, two new purpose-built shops together with a community room has now been completed and the commercial tenants that were originally displaced have now moved back into the newly completed units.
- 5.4 Following negotiations with the tenant, the following terms were agreed for Unit 1.
- 15-year lease
  - Property to be used as a supermarket.
  - Lease is to be on a full repairing basis. Insurance costs to be reimbursed to WNC.
  - Five yearly rent reviews to open market rent or passing rent whichever is the higher.
  - Stepped rental: -
    - Year 1 £7,500 pa
    - Year 2 £10,000 pa
    - Year 3 £12,500 pa
    - Year 4 £14,000 pa
    - Year 5 £15,000pa.
- 5.5 The letting was approved by Northampton Borough Council (NBC) under delegated authority on 9<sup>th</sup> March 2021.

## **6. Issues and Choices**

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- 6.1 Under the agreement which afforded NPH vacant possession of the site to complete the development, the former commercial tenants were permitted to reoccupy the newly constructed units on completion. While it was anticipated that the legal agreements would be in place before vesting day, or shortly thereafter, it was not possible to implement these and as such the tenant is currently occupying the property with no legal agreement and the income is not being collected. It is important therefore that the occupation of the tenant is regularised as soon as practicably possible to enable WNC to begin collecting the rent.
- 6.2 As highlighted at 5.5 above, the proposed lease was agreed by NBC via a delegated authority in March 2021. Unfortunately, it was not possible to complete the lease prior to Vesting Day. As the proposed lease is for 15 years without a landlord's mutual option to break, it does not fall within the delegated powers conveyed to officers under the constitution and authority from Cabinet to proceed is required.
- 6.3 WNC could take the decision not to complete the lease and seek vacant possession of the property. This is not recommended on the basis that there is likely to be reputational damage to WNC and potentially legal implications of renegeing on a previous agreement with the tenant. Given the nature of the fit out works that were completed on the property, it is also anticipated that should the property become vacant, there could be an extended period of rental voids during which time WNC would be responsible for all vacant costs.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 The subject property forms part of WNC's investment estate as the income received is used to support wider service delivery. The proposed agreement would enable WNC to generate income from the property and regularise the occupation of the property by the tenant.
- 7.1.2 As part of the transaction, it has been agreed that each part to bear their own legal costs. WNC legal costs are mitigated through using its in-house legal team.

### **7.2 Legal**

- 7.2.1 At present, the tenant occupies the property without a formal agreement in place or any rent being collected by WNC. By making this decision, WNC will be able to regularise the occupation and begin to collect rent. If the matters are allowed to continue, it is likely that the tenant may be able claim additional rights to a secure commercial tenancy under the Landlord and Tenant Act 1954.

### **7.3 Risk**

- 7.3.1 If the recommendation for the proposed letting is not approved there is a risk of reputational damage to WNC as it would have reneged on an agreement made with the tenant which facilitated the wider redevelopment scheme. While obtaining vacant possession of the

is a possibility, it is not deemed to be appropriate at this stage as WNC would be likely to face a prolonged period of rental void as well as incur vacancy costs.

7.3.2 As highlighted in this report, WNC does not currently collect rent for the property. If the decision is not progressed, WNC would either have to seek possession of the unit or continue with the current arrangement until such as time that an alternative solution can be agreed. While the tenant will be responsible for rent from the date of occupation, if the matter is not resolved, WNC would be at risk of possible tenant failure (unable to recover rent), or an increasing level of rent arrears that would need to be collected on completion. It is therefore recommended that the occupation be regularised as soon as practicably possible.

#### 7.4 **Consultation**

7.4.1 No consultation has been considered necessary.

#### 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

#### 7.6 **Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

#### 7.7 **Community Impact**

7.7.1 Failure to secure the letting would impact on the retail facilities that are provided to the community by the tenant.

### 8. **Background Papers**

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8.1.1 None.

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# APPENDIX H

## Unit 2 Farmfields, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 Units 34, 35, 36, and 37 Farmfield Court were demolished as part of a residential redevelopment carried out by Northampton Partnership Homes (NPH) and the commercial tenants were temporarily re-located to allow the development to proceed.
- 5.2 As part of the agreement which facilitated their relocation, it was agreed that the tenants would be allowed to re-occupy the new units once they had been completed and fitted out to their specification. The occupation of the new units would be via a new lease on terms to be agreed between the parties.
- 5.3 The new development of 17 flats, two new purpose-built shops together with a community room has now been completed and the commercial tenants that were originally displaced have now moved back into the newly completed units.
- 5.4 Following negotiations with the tenant, the following terms were agreed for Unit 2.
- 15-year lease
  - Property to be used as a takeaway.
  - Lease is to be on a full repairing basis. Insurance costs to be reimbursed to WNC.
  - Five yearly rent reviews to open market rent or passing rent whichever is the higher.
  - Stepped rental: -
    - Year 1 £8,000 pa
    - Year 2 £9,000 pa
    - Year 3 £9,000 pa
    - Year 4 £10,000pa
    - Year 5 £10,000pa.
- 5.5 The letting was approved by Northampton Borough Council (NBC) under delegated authority on 9<sup>th</sup> March 2021.

## **6. Issues and Choices**

---

- 6.1 Under the agreement which afforded NPH vacant possession of the site to complete the development, the former commercial tenants were permitted to reoccupy the newly constructed units on completion. While it was anticipated that the legal agreements would be in place before Vesting Day, or shortly thereafter, it was not possible to implement these and as such the tenant is currently occupying the property under a tenancy at will. It is important therefore that the occupation of the tenant is regularised as soon as practicably possible.
- 6.2 As highlighted at 5.5 above, the proposed lease was agreed by NBC via a delegated authority in March 2021. Unfortunately, it was not possible to complete the lease prior to Vesting Day. As the proposed lease is for 15 years without a landlord's or mutual option to break, it does not fall within the delegated powers conveyed to officers under the Constitution and authority from Cabinet to proceed is required.
- 6.3 WNC could take the decision not to complete the lease and seek vacant possession of the property. This is not recommended, on the basis that there is likely to be reputational damage to WNC and potentially legal implications of renegeing on a previous agreement with the tenant. Given the nature of the fit out works that were completed on the property, it is also anticipated that should the property become vacant, there could be an extended period of rental voids during which time WNC would be responsible for all vacant costs.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 The subject property forms part of WNC's investment estate as the income received is used to support wider service delivery. The proposed agreement will enable WNC to generate income from the property and regularise the occupation of the property by the tenant.
- 7.1.2 As part of the transaction, it has been agreed that each part to bear their own legal costs. WNC legal costs are mitigated through using its in-house legal team.

### **7.2 Legal**

- 7.2.1 At present, the Tenant occupies the property under a Tenancy at Will. By making this decision, WNC will be able to regularise the occupation. If the matters are allowed to continue, it is likely that the Tenant may be able claim additional rights to a secure commercial tenancy under the Landlord and Tenant Act 1954.

### **7.3 Risk**

- 7.3.1 If the recommendation for the proposed letting is not approved there is a risk of reputational damage to WNC as it would have renegeed on an agreement made with the tenant which facilitated the wider redevelopment scheme. While obtaining vacant possession of the property is a possibility, it is not deemed to be appropriate at this stage as WNC would be likely to face a prolonged period of rental void as well as incur vacancy costs.

7.3.2 As highlighted in this report, if the decision is not progressed, WNC would either have to seek possession of the unit or continue with the current arrangement until such as time that an alternative solution can be agreed. It is therefore recommended that the occupation be regularised as soon as practicably possible.

#### 7.4 **Consultation**

7.4.1 No consultation has been considered necessary.

#### 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

#### 7.6 **Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

#### 7.7 **Community Impact**

7.7.1 Failure to secure the letting will impact on the retail facilities that are provided to the community by the tenant.

### **8. Background Papers**

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8.1.1 None.

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# APPENDIX I

## Mendip Road Tennis Courts, Northampton

**Author:** Alexandra Sharpe, Interim Senior Estates Surveyor

### 5. Report Background

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- 5.1 The Trustees of Duston United Tennis Club currently occupy the premises on a lease which expires on 31<sup>st</sup> August 2027, paying £700 per annum. The lease commenced on 1<sup>st</sup> September 1996 and was originally for a term of 31 years.
- 5.2 WNC was approached by the Trustees as they are looking at the opportunity of securing grant funding to enhance the facilities. While they have indicated that grant funding may be available, they have had difficulty securing this on the basis that the unexpired term of their existing lease does not meet the funding criteria.
- 5.3 The trustees have therefore approached WNC with a view to surrendering their existing lease and receiving a new 25-year lease to allow them to access the grant funding.
- 5.4 Approval is therefore sought to agree to the surrender the existing lease and grant the tenant a new 25-year lease. Terms are currently being negotiated with the tenant. As this lease is to an organisation which benefits the community and does not take a profit it is proposed that the rent would be a value which is lower than the one which could be reasonably obtainable in the market

### 6. Issues and Choices

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- 6.1 The tenant has been in occupation of the property since 1996 and has provided a recreational service to the local community. While they are keen to remain in occupation, they have identified improvements that they would like to make to the property for which grant funding would be required. As the tenant only has six years available on their existing lease, this is not sufficient to meet the grant funding criteria.
- 6.2 WNC could refuse the surrender and re-grant proposal and request that the existing lease remain in place. While this is clearly an option, by making such a decision the tenant would not be able to secure grant funding to improve the facilities for the benefit of the local community. In addition, any improvements that are made to the property with grant funding would end

the value of the WNC asset, which would be lost, or at the least delayed if the proposal was not agreed.

- 6.3 WNC could seek implement the decision by varying the terms of the existing lease. While this would appear possible, in practice it not. An agreement to extend the term of the lease operates, as a matter of law, as a surrender and re-grant.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 By making this decision, the tenant would be able to apply for grant funding to improve the facilities. This would enhance the value of the WNC asset and also improve the quality of service provided to the local community.
- 7.1.2 By agreeing to the proposal, it is anticipated that WNC would be able to secure an increase from the £700 per annum which is currently paid by the tenant for the property.
- 7.1.3 It has been agreed with the tenant that they will cover all the council's costs in implementing this decision, and the completion of the surrender and re-grant

### **7.2 Legal**

- 7.2.1 There would be no significant legal implication in making this decision. As stated above, it is recommended that this be dealt with by way of a simultaneous surrender of the current lease and grant of the new lease.

### **7.3 Risk**

- 7.3.1 There are no significant risks to WNC associated with this decision.
- 7.3.2 If the proposal was not approved, it is likely that the tenant would not have the ability to enhance the facilities and the service that is provided to the community. Any potential benefit to the value of the asset through any proposed improvement works would also be lost.

### **7.4 Consultation**

- 7.4.1 No consultation has been considered necessary.

### **7.5 Consideration by Overview and Scrutiny**

- 7.5.1 None.

### **7.6 Climate Impact**

- 7.6.1 No material impact on climate is anticipated as a result of this decision.

## **7.7 Community Impact**

7.7.1 If the tenant can secure the grant funding to be able to enhance the facility, it is likely that this would improve service and the amenity that is available to the community.

## **8. Background Papers**

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8.1.1 None.

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# APPENDIX J

## (Part of) Wantage Farm, Moulton, Northampton

**Author:** James Aldridge, Group Asset Manager

### 5. Report Background

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- 5.1 It has been identified that there was likely to be a shortage of approximately 150 secondary school places in West Northamptonshire in upcoming years. A free school has been approved by the Department for Education (DfE) for north of Northampton which will address this as well as assisting with general pressures on secondary places in this area.
- 5.2 For simplicity this appendix refers to WNC as an organisation throughout, even though actions prior to 1<sup>st</sup> April 2021 were by Northamptonshire County Council (NCC).
- 5.3 As it was unlikely that WNC could meet this demand within its existing portfolio of schools. WNC is reliant on the delivery of the proposed education facility. On this basis, WNC offered some of its strategic development land at Wantage Farm as a proposed location for the school. This site was approved by the DfE and it has started to undertake feasibility work prior to submitting a planning application.
- 5.4 Wantage Farm had been retained on the basis that there is medium to long term development potential, although it is currently not allocated for development. Any proposals for the site would need to follow a suitable planning process.
- 5.5 Given the level of due diligence that needed to be completed on the site WNC granted a Licence to the DfE allowing it to undertake surveys and ground investigation works to assess the viability of the site and in support of a future planning application.
- 5.6 Given the level of cost involved in such works, the DfE require WNC to enter into an agreement for lease committing WNC to granting a 125-year lease to the free / academy school provider once planning has been obtained and the building constructed. The agreement for lease was approved by an NCC Cabinet Member decision in March 2021 but unfortunately there was insufficient time prior to vesting day for this decision to be implemented.

5.7 This report therefore seeks authority from Cabinet to enter into an agreement for lease with the DfE for a new 125-year lease on the site for the provision of a new secondary school as set out in this report. While the lease would be conditional on the delivery of the secondary school, by entering in to such an agreement WNC would be committed to granting the 125-year lease once the various conditions are met. The lease would be at a peppercorn (no rent or premium charged).

## **6. Issues and Choices**

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6.1 As identified above there is likely to be a shortage of secondary school places in Northampton in future years. On this basis, WNC has offered up some of its development land to secure the investment from the DfE in the new school. While WNC could take the decision not to offer the land, by doing so it should likely lose the investment in the school and would be at significant risk of failing to meet its statutory obligation to provide enough secondary school places.

6.2 While various sites were considered by the DfE, we understand that the Wantage Farm site was deemed to be the most viable. Members are however advised that by making this decision, WNC would agree to grant a 125-year lease on the relevant part of this site and will no longer be able to generate any future development proceeds from it. As discussed earlier, the site is not currently allocated for development and therefore the future planning status cannot be determined with any degree of certainty at this stage.

6.3 The site in question extends to c10ha (24 acres) and is currently used for agricultural purposes. While it is not possible to accurately assess the future development potential of the site is (not least as ground conditions, highway implications, and acceptable site densities are unknown), if the site were to secure residential consent, then it is possible that site could command a value of c£10m.

6.4 This does however have to be considered against the c£25m estimated build cost of the secondary school which would have to be funded by WNC if the current proposal were not to proceed. When considering sites for new secondary schools it is likely that WNC would have needed to look at land within its own portfolio before approaching the market. It is therefore possible that if WNC needed to build the secondary school itself, that Wantage Farm would have been identified as a viable solution.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

7.1.1 As discussed in more detail at 6.3 and 6.4 above, the site is being held as a future strategic development site but is not currently designated for development. While WNC would be giving up future development land, its potential, and the timescale for any development is unknown. By not moving forward, WNC would not have sufficient school places and may need to wholly fund an alternative solution.

7.1.2 The Council could develop a new school on the land but would have to fund the total cost. This proposal secures investment from the DfE to construct the new school. Having to fund the construction of a new school would require the Council to source around £25m of capital funding which it currently has not budgeted for.

## 7.2 Legal

7.2.1 While WNC is not under a statutory obligation to transfer or grant a lease of the site, the proposed agreement for lease this is a prerequisite of the DfE agreeing to make the investment and construct the school on the site. The disposal at a value less than the best reasonably obtainable this would be justified at present by the proposed school contributing to the social wellbeing of the area for the purposes of the General Disposal Consent (England) 2003. However, the under-value may exceed the £2m permitted by the Consent; if so, specific approval would need to be sought.

## 7.3 Risk

7.3.1 As highlighted previously the principal risk surrounds not making the decision to grant the 125-year lease. Without this commitment, the DfE would not proceed with the investment and WNC would be at risk of not being able to fulfil its statutory obligation to provide sufficient school places. In addition to this, WNC would be left with a requirement to fund the development of the new school at an estimated cost of £25m which it currently have not budgeted for.

## 7.4 Consultation

7.4.1 The scheme would be subject to consultation on the planning application to be made by DfE.

## 7.5 Consideration by Overview and Scrutiny

7.5.1 None.

## 7.6 Climate Impact

7.6.1 No material impact on climate is anticipated as a result of this decision.

## 7.7 Community Impact

7.7.1 By agreeing to this recommendation WNC would be able to support the provision of additional school places in Northampton to meet the projected demand. This would ensure that WNC would be able to meet its statutory obligation and be able to offer secondary education places to the local community.

## 8. Background Papers

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8.1 None.

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# APPENDIX K

## Land at Radstone Fields, Brackley

**Author:** James Aldridge, Group Asset Manager

### 5. Report Background

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- 5.1 Under a S106 Agreement for a large strategic urban expansion site known as Radstone Field in Brackley, Northamptonshire County Council (NCC, now West Northamptonshire Council) was allocated a site for a new primary school as well as associated sports pitches and changing rooms. When certain key milestones have been reached, the site was to be transferred into the ownership of NCC (now WNC).
- 5.2 Under the provisions of the above mentioned agreement, NCC had the responsibility to construct the school and the changing rooms but provision of the pitches and associated landscaping were the responsibility of the developer consortium.
- 5.3 While it was always envisaged that the school and sports pitches would be transferred to WNC at the same time, given the local need for school places, NCC took possession of the school site and ultimately constructed the school in 2018. As the lease to the academy trust was to encompass the school and the pitches, it was agreed that the school would occupy the property under a tenancy at will until such a time that the other elements had reached practical completion.
- 5.4 Following delays in the completion of the sports pitches and associated landscaping, the transfer of the community pitches to WNC finally completed in June 2021.
- 5.5 Following completion of the works and the formal transfer of sites to WNC, WNC now needs to regularise the occupation of the academy trust on the main school site and the community sports pitches. These will be leased to the academy trust in line with the obligations set out in the S106.
- 5.6 Authority is therefore sought to enter a 125-year lease on the school (including the pitches) in accordance with WNC's obligations under the S106.

## **6. Issues and Choices**

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- 6.1 There are no alternative options considered for this transaction. The Department for Education (DfE) guides local authorities to grant long leasehold interest in the school at the point of Academy conversion or creation. If WNC opted not to enter into the Lease, the DfE could exercise its powers under Academies Act 2010 (the 'Act') and require the Council to transfer the freehold interest in the school site or grant a lease over it.

## **7. Implications (including financial implications)**

---

### **7.1 Resources and Financial**

- 7.1.1 There are no significant financial and/or resource implications as a result of making this decision. WNC would be responsible for paying its own legal fees in relation to agreeing and implementing the new 125-year lease to the academy trust.

### **7.2 Legal**

- 7.2.1 There are no legal implications arising from the proposals. WNC is encouraged by the DfE to enter into the 125-year lease as an alternative to DfE exercising its powers under the Act requiring the freehold transfer of the site or grant of a lease over the site. On this basis, the legal risk is more related with not granting a lease.
- 7.2.2 The disposal at a value less than the best reasonably obtainable this would be justified at present by the proposed school contributing to the social wellbeing of the area for the purposes of the General Disposal Consent (England) 2003. However, the under-value may exceed the £2m permitted by the Consent; if so, specific approval would need to be sought.

### **7.3 Risk**

- 7.3.1 As highlighted previously in this report, under the Act, the DfE has the power to require the freehold transfer of the site or the grant of a lease over it. This power has not (as far as we are aware) ever been used as the DfE encourages local authorities to enter into a 125-year lease on the site as an alternative. There is however a risk that by making the decision not grant the 125-year lease to the academy, WNC will be required to transfer the freehold interest, or a lease on less favourable terms, instead.
- 7.3.2 The S106 for the wider Radstone Fields development made provision of the primary school but also the sports pitches. These pitches are available for the social benefit of the local residents but will be maintained and managed by the school. If WNC does not progress with the lease to the school, the sports pitches would either remain unavailable to the local community (contravening the terms of the S106), or WNC would have to step in and manage the bookings and maintain the site (grounds maintenance etc.). As the pitches share some of the facilities with the school this would be impractical.

### **7.4 Consultation**

7.4.1 There has been no additional consultation undertaken in relation to this proposal. The transfer of the site and the subsequent lease are set out in the terms of the S106. Conversations have been ongoing with the academy trust that runs the school who are keen to begin to deliver the pitches as soon as practicably possible.

**7.5 Consideration by Overview and Scrutiny**

7.5.1 None.

**7.6 Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

**7.7 Community Impact**

7.7.1 By agreeing to this recommendation WNC would be able to regularise the occupation of the academy trust and meet its obligations under the S106. By doing so, it would enhance the education provision to the local community. Until a legal agreement has been entered into with the trust, the sports pitches are not available for use. Once completed, and in accordance with the S106, the school will take over the management and maintenance of the sports pitches and the changing facilities.

**8. Background Papers**

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8.1 None.

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Various Freehold and Leasehold Asset Disposals

# APPENDIX L

## 10 St Giles Square, Northampton

### 5. Report Background

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- 5.1 The property comprises a restaurant premise in the Northampton town centre. The property was originally let to Ask Restaurants (Azzurri Restaurants Ltd) for 25 years from 29<sup>th</sup> of September 2003 expiring 28<sup>th</sup> January 2028 at rental of £54,000 pa.
- 5.2 The tenant went into administration on the 17<sup>th</sup> July 2020 and subsequently vacated the property. While the business was ultimately sold, this store did not form part of this sale. No further rent payment was received. Given the position at the time, Northampton Borough Council (NBC) did not agree to a proposal to surrender the lease from the administrators.
- 5.3 NBC placed the property on the market through its appointed agent. While there was interest in the property, this interest was limited. While the property sits in a prominent position, the retail market, and more specifically the hospitality sector, were still extremely cautious and about the short and long terms implications of the Covid-19 pandemic.
- 5.4 Of those parties which did express an interest, one put forward a proposal which is now recommended for approval. This was from a wine bar operator. While the company was a new venture, it had the backing of a multi-national company who were prepared to offer the rent deposit and carry out the fit out works.
- 5.5 The proposed tenant offered the following terms which were recommended to WNC for approval as representing the best value reasonably obtainable in the market.
- 15-year lease.
  - Tenant's break at years 5 and 10.
  - Outside the security provisions of Sections 24-28 of the Landlord and Tenant Act 1954.
  - Full repairing and insuring lease.
  - 4 yearly rent reviews to market rent or passing rent, whichever is the higher.
  - Rent £50,000 pa.
  - 8 months' rent free.

- 5.6 The letting was approved by Northampton Borough Council under delegated authority on the 15<sup>th</sup> March 2021 but was not implemented prior to vesting day. As the lease is for a term more than 10 years without a landlord's break option, it falls outside of the delegations under the Constitution and therefore a Cabinet decision is required.
- 5.7 This report therefore seeks approval to enter the new 15-year lease on the terms proposed with in this paper (or any minor variations from them necessary or useful to facilitate the transaction).

## **6. Issues and Choices**

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- 6.1 The lease is currently held by the administrator to mitigate some of the costs associated with holding the vacant property. The administrator is understood not to be undertaking periodic repairs to the property and there are concerns that the property condition is deteriorating. Once a surrender was agreed with the administrator, the Council would incur the costs of holding the vacant unit. Therefore it would be advantageous to receive a surrender simultaneously with the grant of a new lease.
- 6.2 WNC could decide not to accept a surrender of the lease from the administrators of Ask Restaurants Ltd and allow for further marketing of the premises. The hospitality industry has particularly suffered during the Covid-19 pandemic, and it is unlikely that additional occupiers would come forward at higher rental levels in the reasonable future. The proposal has been recommended for acceptance by our appointed agent, and is considered to represent the best consideration reasonably obtainable.
- 6.3 A sale of the property was also considered. As the property forms part of the WNC portfolio, the revenue income is used to support wider service delivery objectives. Considering the offer that has been recommended for approval, it is considered more appropriate to continue to generate income through a letting.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 Approval of the proposed letting will allow WNC to generate income from the property. Any costs that it would otherwise have had to pay by keeping the property empty would have been mitigated, if possible, by the simultaneous surrender and the grant of a new lease to the incoming tenant.
- 7.1.2 Throughout the duration of the administration, no income has been received as the property remains vacant. Once a surrender is taken from the administrator, WNC will be able to submit a claim in administration for losses, but it is anticipated that any payment will be minimal.
- 7.1.3 Each party is to bear their own legal costs. WNC costs are mitigated by using its in-house legal team.

## 7.2 **Legal**

7.2.1 A surrender of the premises must be taken from the administrators to allow for the new letting to take place and appropriate steps taken in relation to the items left on the premises.

## 7.3 **Risk**

7.3.1 If the recommendation is not approved then it is likely that WNC would be exposed to a prolonged period of rental voids, face the risk of covering the costs of holding the property vacant plus issues relating to further deterioration in the condition of the asset.

7.3.2 The proposed incoming tenant would require a change of use planning permission. They would also require a premises licence for the sale of alcohol. This would be the responsibility of the tenant.

## 7.4 **Consultation**

7.4.1 No consultation has been considered necessary.

## 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

## 7.6 **Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

## 7.7 **Community Impact**

7.7.1 Bringing the building back into use would provide services for residents to use, and help the overall prosperity of Northampton Town Centre. It should also reduce any tendency of a vacant building to encourage anti-social behaviour.

## **8. Background Papers**

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8.1.1 None.

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# APPENDIX M

## Monksmoor Park Primary School, Daventry

**Author: James Ring**

### **5. Report Background**

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- 5.1 Daventry District Council (DDC, now West Northamptonshire Council) is party to a Section 106 agreement dated 3 September 2012 which provided for the provision of a new primary school at Monksmoor. The DDC took responsibility for delivery of the school site and buildings at Monksmoor, to ensure this occurred. Despite some challenges with securing the site this was achieved.
- 5.2 The scheme was also designed and constructed within the sum available from the planning obligation. The school opened on 4<sup>th</sup> September 2018.
- 5.3 During construction the proposed tenant, the Diocese of Peterborough (the 'Diocese') made a proposal to operating the school as a voluntary aided (VA) establishment. Northamptonshire County Council (NCC) agreed to the proposal. Whilst different from the now-standard academy/free school model, there was no free school round in progress so a VA approval made it possible for the school to be established.
- 5.4 The approved DDC business plan outlined that the primary school site would be transferred to the operator on a 125 year lease at a peppercorn rent. This is the standard model for an academy school and had the significance that the site could not be closed, sold and the income used elsewhere or the site used for a different purpose without the Council's agreement.
- 5.5 It was proposed that the lease would have a commencement date of 1<sup>st</sup> September 2018.
- 5.6 This report therefore seeks authority to enter a 125-year lease from 1<sup>st</sup> September 2018 of the school site (including outdoor play areas and sports pitches) at a peppercorn rent with no premium charged.

## **6. Issues and Choices**

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- 6.1 The Diocese originally expected to receive a freehold transfer of the site, but accepted that the leasehold once it was clear that this was DDC's choice. The lease is now in an agreed form and final legal steps are being taken prior to completion.
- 6.2 It is therefore suggested the most appropriate course of action is to complete the lease. The alternatives would be (a) not to do so, or (b) to grant a freehold interest. Not completing the lease would leave the school without secure tenure and responsibility for the site unclear. This is not recommended. A freehold transfer would, at this stage, involve further cost and delay. It would also not have the benefits sought from the leasehold model, namely ensuring that the site was only used for school and allied purposes.

## **7. Implications (including financial implications)**

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### **7.1 Resources and Financial**

- 7.1.1 There are no significant financial and/or resource implications as a result of making this decision. WNC would be responsible for paying its own legal fees in relation to agreeing and implementing the new 125-year lease. As landlord, the Council, may have some occasional management costs. Such involvement is likely to be infrequent. Were enforcement of lease covenants required this could be an ongoing cost; these may be recoverable from the tenant.
- 7.1.2 Not granting the lease would be likely to incur greater costs, through management complexities.

### **7.2 Legal**

- 7.2.1 When the Business Plan was written the Council anticipated the school would be run as an academy. Whilst the Monksmoor School would be operated as a VA basis, a term of a 125 year lease gives an organisation a great deal of autonomy, certainly sufficiently long and robust basis to run a school, although it also gives a layer of requirement as the operator will be beholden to the landlord, who wishes to protect the asset.
- 7.2.2 The disposal at a value less than the best reasonably obtainable this would be justified at present by the proposed school contributing to the social wellbeing of the area for the purposes of the General Disposal Consent (England) 2003. However, the under-value may exceed the £2m permitted by the Consent; if so, specific approval would need to be sought.

### **7.3 Risk**

- 7.3.1 There are no material risks in proceeding to grant the lease. Not granting the lease would impose risks on the Council as detailed above.

### **7.4 Consultation**

- 7.4.1 No specific consultation is considered necessary.

## 7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

## 7.6 **Climate Impact**

7.6.1 No material impact on climate is anticipated as a result of this decision.

## 7.7 **Community Impact**

7.7.1 By agreeing to this recommendation WNC would be able to regularise the occupation of the academy trust and meet its obligations under the S106 agreement. By doing so, it would enhance the education provision in the local community.

## **8. Background Papers**

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8.1 None.

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13<sup>TH</sup> JULY 2021

### Cabinet Member with Responsibility for Environment, Transport, Transport, Highways & Waste: Councillor Phil Larratt

Report Title	West Midlands Rail Ltd – Changes to Collaboration Agreement
Report Author	Chris Wragg Transportation & Development Manager <a href="mailto:Chris.Wragg@westnorthants.gov.uk">Chris.Wragg@westnorthants.gov.uk</a>

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Legal	Debbie Carter-Hughes	7.6.21

#### List of Appendices

A – Revised Collaboration Agreement (CA2)

B – Executed Collaboration Agreement 2016 (CA1)

#### 1. Purpose of Report

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- 1.1. To ratify changes to the Collaboration Agreement between West Midlands Rail Limited and the Department for Transport to reflect the forthcoming replacement of the West Midlands Rail Franchise by a new National Rail Contract.

#### 2. Executive Summary

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- 2.1 The Council is one of the partner local authorities owning West Midlands Rail Ltd, who jointly manage the West Midlands Business Unit of the West Midlands Rail Franchise with the Department for Transport through a legally binding Collaboration Agreement.

- 2.2 Due to changes to passenger rail franchising in response to COVID, the existing West Midlands Rail Franchise will terminate on 19 September 2021 and be replaced by a directly awarded National Rail Contract. This requires changes to the Collaboration Agreement.
- 2.3 Changes to the Collaboration Agreement require approval by partner local authorities prior to a Special Resolution by the West Midlands Rail Limited Board of Directors. It is usual to do this by taking a report through internal governance.

### **3. Recommendations**

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- 3.1 It is recommended that Cabinet ratify the proposed Collaboration Agreement between West Midlands Rail Ltd and the Department for Transport set out in Appendix A of this report in light of the forthcoming replacement of the West Midlands Rail Franchise by a National Rail Contract.
- 3.2 Reason for Recommendations:
- To reflect structural changes in the passenger rail industry involving the replacement of rail franchising by directly-awarded National Rail Contracts.
  - To ensure the Council is able to influence the management and development of rail services between Northampton and Birmingham through its involvement with West Midlands Rail Ltd.

### **4. Report Background**

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- 4.1 West Midlands Rail Ltd (WMRL) is a company limited by guarantee, owned by the partner authorities, including West Northamptonshire Council, and created with the purpose of specifying and managing rail franchising for the West Midlands. This includes seeking to influence longer-distance services such as the Northampton – Birmingham line.
- 4.2 Through a legally binding Collaboration Agreement with the Department for Transport (DfT), WMRL has responsibility for overseeing the delivery of the West Midlands Business Unit of the West Midlands Rail Franchise. It also undertakes rail activity on behalf of Transport for West Midlands.
- 4.3 The 14 partner authorities owning WMRL are the seven Metropolitan Boroughs in the West Midlands, plus the seven Unitary and Shire local transport authorities that surround them, including West Northamptonshire Council.
- 4.4 The most senior layer of governance in WMRL is the Board of Directors. To provide local democratic oversight, the Board is made up of Leaders or senior cabinet members appointed by each of the Partner Authorities. The Board is chaired by the elected Mayor of the West Midlands in a non-voting, non-director capacity.

### **5. The Existing Collaboration Agreement and National Rail Policy**

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- 5.1 The 2016 Collaboration Agreement (henceforth referred to as CA1) between WMRL and the DfT is the primary agreement by which WMRL's responsibilities for franchise management and government grant funding are set out and enshrined. CA1 was signed in April 2017 following Secretary of State and WMRL approval.



5.2 In summary, CA1 includes provisions for:

- i) A Strategic Board between WMRL and DfT officials;
- ii) Sharing of franchise management responsibilities;
- iii) The ability of WMRL to make changes and retain the benefits of those changes for reinvestment in the local rail network. This includes the powers to make adjustments to rail fares in the region;
- iv) Funding of WMRL by means of a £500,000 grant each year; and
- v) An annual meeting between WMRL Chair and Vice Chair and the Secretary of State or a Minister.

5.3 The executed version of CA1 is included as Appendix B for reference.

5.4 CA1 is coterminous with the West Midlands Franchise Agreement, originally intending to endure until March 2026. However, the changes to passenger rail contracting by the DfT in response to the COVID crisis now mean that the Franchise Agreement is expected to terminate on 19 September 2021 and be replaced by a directly awarded National Rail Contract (NRC). As such it has been necessary for WMRL to negotiate and enter into a successor agreement with the DfT to take effect from the terminating of the existing Franchise Agreement.

## **6. Revised Collaboration Agreement**

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6.1 Discussions between WMRL and DfT officials have concluded that in general CA1 has worked effectively and is a solid foundation on which to build. Consequently, the revised Collaboration Agreement (henceforth referred to as CA2), represents an evolution of its predecessor. CA2 is included as Appendix A to this report.

6.2 The main areas of amendment in CA1 reflect the changing landscape of rail franchising and the meeting structure. The latter was based on the model used by Transport for the North for the Northern and Trans Pennine Franchises, but experience has shown that is not as effective for the West Midlands Franchise. The proposed meeting structure changes are designed to better align the governance of the new NRC with DfT's internal governance arrangements. This should improve decision making, build WMRL's profile within DfT, and grow WMRL's capacity.

6.3 There are no proposed changes to the grant WMRL receive from DfT, or to the arrangements in place for the savings account held jointly between WMRL and DfT.

6.4 WMRL and DfT are also using this opportunity to incorporate a change to CA1 that was made by side letter in March 2019. This was a technical amendment to permit the West Midlands Combined Authority to hold any monies earned or saved by WMRL and DfT from the Franchise.

## **7. Implications for WMR Partner Authorities**

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7.1 In accordance with the WMRL Articles of Association, paragraph 8.3, any change to the WMRL Relationship with the DfT or substantial changes to that agreement must gain the prior approval of WMR 'Member' authorities by Special Resolution. WMR Member authorities are the West Midlands Combined Authority and the Shire and Unitary Local Transport Authorities.

- 7.2 The Special Resolution requires a 75% majority to pass. If a 75% majority is reached without all eligible Members' approval, there is no need to wait for all responses.
- 7.3 Although it is not a requirement under the Articles, it is usual for all WMRL partner authorities to take proposals which will be subject to a Special Resolution through their internal governance. This ensures that each partner authority has the chance to consider the proposals.

## **8. Options**

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- 8.1 There are no obvious alternatives to the approach proposed if joint management of local rail services in the West Midlands is to continue as the Collaboration Agreement needs to reflect the replacement of rail franchising by National Rail Contracts.
- 8.2 It would be possible for West Northamptonshire Council to resign the membership of WMRL which has been inherited from the County Council, but this would remove a route for influencing the development of rail services for Northampton and Long Buckby.

## **9. Implications (including financial implications)**

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### **9.1 Resources and Financial**

- 9.1.1 There are no financial or resource implications of this report for the Council.
- 9.1.2 The Council pays an annual contribution of £14,200 from within existing budget towards the costs of WMRL, the same as for other Shire and Unitary Authorities, which will be unchanged.

### **9.2 Legal**

- 9.2.1 The CA2 draft has been reviewed by Pannone Corporate, the WMRL external legal advisors, and LGSS Law Ltd on behalf of the Council. The document mirrors the previous CA1, reflecting the amendments made in 2019, and provides suitable opportunity for the WMRL (of which the Council is a partner) and Secretary of State to work collaboratively.

### **9.3 Risk**

- 9.3.1 There are no obvious risks with the approach proposed. The risk of not accepting the proposal is that if the Collaboration Agreement were not to be revised, joint management with the Department for Transport would effectively end with the current West Midlands Rail Franchise on 19 September 2021.

### **9.4 Consultation**

- 9.4.1 As explained in section 6, this proposal has originated with West Midlands Rail Ltd, and the Council is essentially being consulted on the proposal.

### **9.5 Consideration by Overview and Scrutiny**

- 9.5.1 Overview and Scrutiny Committee has not considered this report.

**9.6 Climate Impact**

9.6.1 There is no direct climate/environmental impact from the recommendations in this report.

**9.7 Community Impact**

9.7.1 There is no direct community impact from the recommendations in this report.

**10. Background Papers**

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10.1 None

**Dated**

**2021**

**SECRETARY OF STATE FOR TRANSPORT  
WEST MIDLANDS RAIL LIMITED**

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**COLLABORATION AGREEMENT  
relating to rail operation in the  
West Midlands**

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**Between**

- (1) **The Secretary Of State For Transport** whose principal place of business is at Great Minster House, 33 Horseferry Road, London, SW1P 4DR (**Secretary of State**); and
- (2) **West Midlands Rail Limited** (No. 08991160) whose registered office is at 16 Summer Lane, Birmingham B19 3SD and whose trading name is West Midlands Rail Executive (**WMRE**).

**Whereas**

- (A) The Secretary of State has confirmed his support for working together with WMR to develop proposals for how, by adopting a collaborative approach, local decision making could play a central role in defining future rail services in the West Midlands (**Agreed Position**).
- (B) In furtherance of the Agreed Position the Parties entered into a Collaboration Agreement on 6 April 2017 relating to rail operation in the West Midlands and in particular the operation of the rail franchise agreement for the West Midlands entered into by the Secretary of State on 8 September 2017.
- (C) The aforesaid rail franchise agreement is due to terminate during 2021 and is to be substituted by a new contract to be entered into by the Secretary of State providing for the operation of rail passenger services inter alia in the West Midlands.
- (D) This Agreement sets out revised terms upon which the Parties have agreed to continue to collaborate in relation to rail operation in the West Midlands in place of the aforesaid Collaboration Agreement.

**It is agreed**

**1 Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**2017 WM Franchise Agreement** means the franchise agreement entered into between the Secretary of State and West Midlands Trains Limited on 8 September 2017 for the operation of services in the West Midlands designated by the Secretary of State pursuant to Section 23 of the Act as franchise services

**2021 WM National Rail Contract** means the agreement to be entered into by the Secretary of State that will provide for the continued operation of the rail services provided under the 2017 WM Franchise Agreement following its termination

**Act** means Railways Act 1993 (as amended from time to time)

**Business Units** or **BU** means:

- (a) the West Midlands Railway Business Unit (WMRBU) and
- (b) the London Northwestern Railway Business Unit (LNRBU)

as established during the period of the 2017 WM Franchise Agreement

**Commencement Date** means the date of this Agreement

**Contract Year** means any period of twelve (12) months, beginning on 1 April and ending on 31 March, except that the first and last Contract Years under the 2021 WM National Rail Contract and/or under this Agreement may be for a period of less than twelve (12) months

**Control Period** means a railway investment period (currently a five year period from 2019 to 2024 for Control Period 6)

**CEDR** means the Centre for Effective Dispute Resolution

**Confidential Information** has the meaning given in clause 15

**Coventry Corridor and Stafford Corridor** means [the route coloured green and titled West Coast Separable Business Unit (WMR area) on the plan set out in part 1 of Schedule 4] **[Note: to be amended in line with amended plan]**

**DfT** or **Department for Transport** means the Department for Transport which is the organisation that discharges the duties of the Secretary of State

**DfT Annual Funding Amount** means:

- (c) in respect of each Contract Year containing 13 Reporting Periods, an aggregate amount of £500,000 (five hundred thousand pounds sterling) and
- (d) in respect of any Contract Year containing less than 13 Reporting Periods (which for the avoidance of doubt, shall apply to the first Contract Year being the period from the Start Date until the end of the last Reporting Period in the first Contract Year) an aggregate amount of not less than:

A x (B/13) where:

A means £500,000 (five hundred thousand pounds sterling) and

B means the number of Reporting Periods in the relevant Contract Year

**Dispute** has the meaning given in clause 17.1

**Dispute Resolution Procedure** means the procedure set out in clause 17

**Environmental Information Regulations** means the Environmental Information Regulations 2004 and any subordinate legislation made under them together with any guidance and/or codes of practice issued by relevant Government Department in relation to such legislation

**Freedom of Information Act** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation

**Funding Outputs** means the outputs set out in schedule 5 of this Agreement

**Initial Dispute Board** has the meaning given in clause 17.3

**Insolvency Event** means one of the following events:

- (a) a court makes an order that WMRE be wound up or a resolution for a voluntary winding-up of WMRE is passed
- (b) a receiver or manager in respect of WMRE is appointed
- (c) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of WMRE or
- (d) an administration order is made or an administrator is appointed in respect of WMRE

**Joint Board** means the board of senior representatives of each Party intended to meet on a quarterly basis, as referred to in clause 7.2

**Joint Funding Account** has the meaning given to it in clause 9.1

**Law** includes any enactment, subordinate legislation, rule, regulation, order, directive or other provision, including those of the European Community, and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the United Kingdom or any part of it (including the Act, the Transport Act 2000, the Transport Safety Act 2003 and the Railways Act 2005)

**LNRBU** means the passenger services and station services in the London Northwestern Railway Business Unit, as identified in part 1 of schedule 4

**Management Team** means the management team from time to time established to perform the Management Team Responsibilities set out in schedule 3, as referred to in clause 8.1

**Notice of Mediation** has the meaning given in clause 17.8

**Objectives** means the joint objectives of the Parties as defined in clause 3

**ORR** means the Office of Rail and Road established by Section 15 of the Railways and Transport Safety Act 2003 and having duties and obligations as set out in the Act

**Network Rail** means Network Rail Infrastructure Limited, a company registered in England with registered number 02904587 whose registered office is at 1 Eversholt Street, London, NW1 2DN and any successor in title to the network or any relevant railway facility

**Parties** means WMRE and the Secretary of State

**Purpose** means the purpose defined in clause 4.1

**Rail Network Enhancement Pipeline** means the five stage rolling programme of investment in enhancements that has replaced the railway investment strategy and high level output specification

**Reporting Period** has the meaning given in the 2021 WM National Rail Contract

**Request for Information** means a request for information or an apparent request under the Freedom of Information Act or the Environmental Information Regulations

**Reserved Matters** means the following matters reserved to the Secretary of State:

- (a) decisions increasing net costs or net future costs to the Secretary of State

- (b) determination of events of default under the 2021 WM National Rail Contract
- (c) the content of the Rail Network Enhancement Pipeline and Statement of Funds Available
- (d) any action required to comply with the Secretary of State's duty under Section 30 of the Act and
- (e) enforcement against the rail operator under the 2021 WM National Rail Contract pursuant to Section 55 of the Act.

**Secretary of State Duties** has the meaning given in clause 5.1(a)

**Statement of Funds Available** means the statement issued by the Department for Transport in relation to the public funds that are or are likely to be available for delivery of the Rail Network Enhancement Pipeline

**Start Date** means the start date to be specified in the 2021 WM National Rail Contract

**WMRBU** means the passenger services and station services in the West Midlands Railway Business Unit (including station services at 2021 WM National Rail Contract stations to the west of the West Coast Main Line), as identified in part 1 of schedule 4

**WMRE Annual Funding Amount** means:

- (a) in respect of each Contract Year containing 13 Reporting Periods, an aggregate amount of £140,000 (one hundred and forty thousand pounds sterling) and
- (b) in respect of any Contract Year containing less than 13 Reporting Periods (which for the avoidance of doubt, applies to the first Contract Year being the period from the Start Date until the end of the last Reporting Period in the first Contract Year) an aggregate amount of not less than:

A x (B/13) where:

A means £140,000 (one hundred and forty thousand pounds sterling)

B means the number of Reporting Periods in the relevant Contract Year

**WMRE Area** means the West Midlands Rail Executive area shown on the map set out in part 2 of schedule 4

**WMRE Change** has the meaning given in clause 10.1

**WMRE Fare Change** has the meaning given in clause 10.2

**Working Day** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

## 1.2 Interpretation

Unless the context otherwise requires:

- (a) references to clauses and schedules are to clauses of, and schedules to, this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a "**company**" shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) "**body corporate**" shall have the meaning given in section 1173 Companies Act 2006 and "**wholly-owned subsidiary**" shall have the meaning given in section 1159 Companies Act 2006;
- (f) a person is deemed associated with another person or an associated person if the person is an associate of the other person within the meaning of section 435 Insolvency Act 1986
- (g) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated at any time;
- (i) headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- (j) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- (k) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

## 2 Commencement, Term And Termination of 2017 Collaboration Agreement

- 2.1 This Agreement shall come into full force and effect on the Start Date.
- 2.2 This Agreement shall remain in full force and effect unless terminated by either Party in accordance with clause 13 of this Agreement.
- 2.3 For the avoidance of doubt, the Parties agree that the previous collaboration agreement entered into by them on 6 April 2017 shall expire upon the coming into force of this Agreement and further agree that clauses 9.7, 10.7 and 14 of that agreement shall not have effect in respect of that expiry. ***[Note: This clause is intended to enable continuation of the existing Joint Account Funding Account without distribution of monies***

*accumulated in the Joint Funding Account, as is assumed to be the intention of the parties. It also disapplies provision in clause 14 for distribution of monies in the “Joint Savings Account” post termination, noting that the original provisions for this Account were removed in 2019 without amending that clause. The provision to terminate the existing agreement is to give contractual certainty that it has terminated, as it arguably only terminates on “expiry” of the 2017 WM Franchise Agreement (as opposed to early termination).]*

### **3 Collaboration Objectives**

- 3.1 The Parties shall collaborate with a view to achieving the objectives set out in schedule 1 (**Objectives**) for the duration of the 2017 WM Franchise.

### **4 Purpose of the Agreement**

- 4.1 Rail services have a significant impact on the economy and lives of people living in the West Midlands. The purpose of this Agreement is to ensure meaningful local democratic influence over the operation and development of the rail network in that area and in particular to enable the Parties to collaborate on the running of rail services in that area for the benefit of passengers and the regional economy.
- 4.2 The Parties shall each use their respective reasonable endeavours to give effect to the Purpose through the operation of this Agreement.
- 4.3 The Parties shall carry out their obligations, and exercise their rights, under this Agreement with a view to achieving the Objectives and the Purpose.

### **5 Secretary of State Duties and Reserved Matters**

- 5.1 The Parties acknowledge and agree that:
- (a) the Secretary of State has responsibilities and duties deriving by reason of statutory or regulatory requirements under Law including without limitation pursuant to the Act and in relation to the proper expenditure of public monies (**Secretary of State Duties**);
  - (b) such Secretary of State Duties must be discharged by the Secretary of State and cannot be delegated to any other persons.
  - (c) the role of WMRE in respect of such Secretary of State Duties can only be advisory.
- 5.2 Nothing in this Agreement shall fetter the discretion of the Secretary of State when carrying out the Secretary of State Duties and / or the Reserved Matters.
- 5.3 The Reserved Matters are a definitive list of matters in respect of which decisions are reserved to the Secretary of State. The Secretary of State shall be entitled to update the Reserved Matters by notifying WMRE in writing of the amendments required.

### **6 General Provisions**

During the period of this Agreement:

- (a) WMRE shall work with the Secretary of State in partnership to manage the 2021 WM National Rail Contract, and in particular lead on matters regarding the WMRBU that are not Reserved Matters;

- (b) WMRE and the Secretary of State shall work together in a way which promotes rail as part of an integrated transport system in the WMRE Area consistent with the objectives of both Parties;
- (c) WMRE shall act as coordinator and enabler of collaboration between all Secretary of State rail-related contracts and Network Rail in the WMRE Area, working in partnership with DfT officials as appropriate in support of delivery of wider WMRE and Secretary of State objectives and operator contract obligations;
- (d) whilst recognising the constraints of the Reserved Matters, WMRE and the Secretary of State shall work together to enhance the capability of both Parties; and
- (e) the Parties shall do anything else which they jointly agree should be done.

## **7 Meeting Structure**

- 7.1 The Secretary of State (or another Minister from the DfT) shall meet with the WMRE Board Chair and Vice Chairs on an annual basis to discuss progress in achieving the Objectives, the Purpose and the General Provisions.
- 7.2 Quarterly meetings shall take place between senior representatives of WMRE and senior representatives of the Secretary of State (**Joint Board**). The meetings shall be chaired by the Markets Director, North and shall include at least the Market Lead, Senior Commercial Manager, Commercial Manager and representatives from the Programme Director's team in Rail Infrastructure from the DfT and Executive Director WMRE and Lead on WMRBU Management. The meetings shall cover at least the current performance of the 2021 WM National Rail Contract and a forward look to strategically important matters over the forthcoming 12 months and shall be responsible for the matters set out in Schedule 2.
- 7.3 An annual meeting shall take place between the DfT's Managing Director Passenger Services and the Chair and Vice Chairs of WMRE to discuss matters relating to the performance of this Agreement, the further development of the relationship between the Parties and any other relevant rail matters relating to the WMRE area.
- 7.4 A meeting of the Management Team shall take place every four weeks. Items to be discussed at those meetings shall be agreed by the Management Team.

## **8 Commercial and Contract Management**

- 8.1 The Parties agree that the management team established by them for the 2017 WM Franchise Agreement shall continue to perform the Management Team Responsibilities set out in schedule 3.
- 8.2 The composition and reporting structure of the Management Team shall be as set out in the diagram in the Appendix to schedule 3
- 8.3 Each Party shall continue to contribute available and relevant expertise (legal, finance, media/press/communications etc) to support the Management Team
- 8.4 The WMRE representatives at the meetings of the Joint Board and/or the WMRBU Manager are the primary conduits of information relating to any matters which may arise pursuant to the operation of the 2021 WM National Rail Contract relating directly or indirectly to the WMRE Area and they shall inform WMRE as soon as reasonably practicable on becoming aware of any such issues or matters which need to be brought to the attention of WMRE and liaise with WMRE as necessary in relation to those matters. The Secretary of State

representatives at the meetings of the Joint Board will support appropriate engagement with WMRE on the matters referred to in this clause 8.4.

## **9 Funding**

- 9.1 WMRE shall continue to maintain the bank account in the joint names of WMRE and the Secretary of State into which (subject to compliance by WMRE with the notification provisions of this clause 9.1) the Secretary of State shall pay the DfT Annual Funding Amount and WMRE shall pay the WMRE Annual Funding Amount (the **Joint Funding Account**). Each Party shall provide notice to the other Party as soon as reasonably possible after a payment has been made by them of the amount and date of such payment. Payments shall be made:
- (a) in respect of the first Contract Year of the 2021 WM National Rail Contract, on the Start Date; and
  - (b) in respect of each subsequent Contract Year of the 2021 WM National Rail Contract, on or before the first day of the relevant Contract Year.
- 9.2 The DfT Annual Funding Amount and the WMRE Funding Amount shall be used solely in relation to the Funding Outputs and WMRE shall use all reasonable endeavours to achieve such Funding Outputs.
- 9.3 As soon as becoming aware that the DfT Annual Funding Amount has not been paid, or is not reasonably likely to be paid, in accordance with clause 9.1 of this Agreement, the Secretary of State shall notify WMRE.
- 9.4 As soon as becoming aware that the WMRE Annual Funding Amount has not been paid, or is not reasonably likely to be paid, in accordance with clause 9.1 of this Agreement, WMRE shall notify the Secretary of State.
- 9.5 Where notification is served under either clause 9.3 or 9.4, the Secretary of State and WMRE shall meet as soon as reasonably practicable to discuss how the deficit in funding can be best resolved between the Parties.
- 9.6 The Secretary of State and WMRE shall monitor and review the funding requirements under this Agreement and may reasonably amend the funding requirements under this Agreement by mutual agreement in writing. Neither Party shall be liable to the other Party to provide any funding under this Agreement beyond its respective funding commitments under clause 9.1 except where amended pursuant to this clause 9.6.
- 9.7 Where a Party fails to make payment on the due date in accordance with clause 9.1 (unless non-payment is due to the default of the other Party) interest shall accrue at the rate of 2% above the base rate of Royal Bank of Scotland plc from the due date until the date payment is received in full.
- 9.8 WMRE shall maintain the Joint Funding Account until 3 months following termination of this Agreement by whatever means and this clause 9.8 (and any other provisions necessary to give effect to it) shall survive the termination of the Agreement, irrespective of the reason for termination.

## **10 Changes Proposed by WMRE**

***[Note: The following clause has been derived from the agreed revised drafting for this clause agreed between the parties in 2019, rather than being derived from the original clause 10 of the 2017 Collaboration Agreement]***

10.1 WMRE may propose and require the implementation of cost reducing, WMRE-funded or third party funded changes to the passenger services and station services provided by the WMRBU pursuant to the 2021 WM National Rail Contract (**WMRE Change**) provided always that:

- (a) where the agreement of the operator is required under the 2021 WM National Rail Contract, the WMRE Change shall be subject to such agreement of the operator;
- (b) subject to paragraph (c), the Secretary of State has a right to object to any WMRE Change that he reasonably considers is likely to have an adverse financial consequence to the Secretary of State;
- (c) the Joint Board shall decide if WMRE Change is likely to have an adverse financial consequence to the Secretary of State provided that it shall take into account any information or evidence provided by the Secretary of State in relation to such financial consequences of the WMRE Change; and
- (d) either Party may refer such decision of the Joint Board to the Dispute Resolution Procedure if it does not agree with the decision.

10.2 WMRE may propose and require the implementation of changes to fares within [the West Midlands Commuter Fares Basket (as defined in the 2021 WM National Rail Contract)] [**Note: Definition to be confirmed**] (including without limitation by requesting the use of the "flex" or changing the value of "k" in the 2021 WM National Rail Contract [**Note: References to "flex and "k" to be confirmed**] in relation to the fare controls applicable to those passenger services) (**WMRE Fare Change**) where such WMRE Fare Change does not:

- (a) have adverse consequences for the Secretary of State (including without limitation by increasing costs under the 2021 WM National Rail Contract or any rail franchise agreement, causing significant adverse changes to the Secretary of State's risk profile and by exposing the Secretary of State to the risk of successful legal challenges relating to breach of applicable public procurement legislation); or
- (b) conflict with any Secretary of State Duties.

provided always that:

- (i) where the agreement of the operator of the relevant rail services is required under the 2021 WM National Rail Contract, the WMRE Change shall be subject to such agreement of such operator;
- (ii) subject to paragraph (iii) the Secretary of State has a right to object to any WMRE Fare Change that he reasonably considers is likely to have an adverse financial consequence to the Secretary of State;
- (iii) the Joint Board shall decide if WMRE Fare Change is likely to have an adverse financial consequence to the Secretary of State or conflict with any Secretary of State Duties provided that it shall take into account any information or evidence provided by the Secretary of State in relation to such financial consequences of the WMRE Change or conflict with his Statutory Duty (as the case may be); and
- (iv) either Party may refer such decision of the Joint Board to the Dispute Resolution Procedure if it does not agree with the decision.

- 10.3 The Parties acknowledge and agree that West Midlands Combined Authority (**WMCA**) shall create and maintain a ring-fenced earmarked reserve into which all net savings generated by either WMRE Changes or WMRE Fares Changes proposed by WMRE as referred to in clauses 10.1 and 10.2 (after any required payments have been made to the operator of the relevant rail services by the Secretary of State pursuant to the 2021 WM National Rail Contract) shall be paid by the Secretary of State (the **Joint Savings Earmarked Reserve**). WMRE shall notify the Secretary of State of the value of any savings generated pursuant to this clause 10, accompanied by details of how those savings have been calculated, as and when it requires payment into the Joint Savings Earmarked Reserve (but not more frequently than once every three months and not in respect of trivial amounts), and following receipt of a valid notification of savings, the Secretary of State shall have a period of 14 days in which to make payment.
- 10.4 WMRE may (or may direct WMCA) to use the monies held in the Joint Savings Earmarked Reserve to fund WMRE Changes or WMRE Fare Changes as referred to in clauses 10.1 and 10.2 respectively. WMRE may also, with the prior written consent of the Secretary of State, direct WMCA to transfer approved amounts out of the Joint Savings Earmarked Reserve to another local authority member of WMRE designated by WMRE on the basis that those monies shall be used to improve rail passenger services and/or associated rail facilities in the WMRE Area.
- 10.5 Where the Joint Board have not decided that the WMRE Change or WMRE Fare Change is likely to have an adverse financial consequence to the Secretary of State, the Secretary of State shall consent to the transfer of approved amounts out of the Joint Savings Earmarked Reserve to the WMCA or another local authority member of WMRE designated by WMRE as set out in clause 10.4.
- 10.6 WMRE (with full assistance and cooperation from WMCA) shall be solely responsible for, and shall keep a full and accurate record of, any monies paid into and out of the Joint Savings Earmarked Reserve and shall be liable for any deficiencies identified within it (save where such deficiencies are as a consequence of the Secretary of State failing to pay net savings generated pursuant to clause 10.3 into the Joint Savings Earmarked Reserve or as a consequence of WMCA's failure to comply with its obligations). A deficiency shall be taken to have arisen where monies in the Joint Savings Earmarked Reserve are applied other than in accordance with this Agreement or as otherwise agreed by the WMRE and the Secretary of State in writing.
- 10.7 WMRE shall procure that WMCA shall maintain the Joint Savings Earmarked Reserve until 3 months following termination of this Agreement by whatever means and this clause 10.7 (and any provisions necessary to give effect to it) shall survive the termination of the Agreement, irrespective of the reason for termination.

## **11 Attendance at Governance Meetings**

The Parties shall afford each other the opportunity to send representatives, as appropriate, to relevant governance meetings of each Party relating to matters of mutual interest (including without limitation WMRE Board meetings, DfT SIAP meetings and DfT SOAP meetings).

## **12 Assignment, Transfer and Novation**

- 12.1 Unless required by law, neither party shall be entitled to assign or transfer its rights and/or obligations under this Agreement without the written consent of the other Party except that the Secretary of State shall be entitled to transfer his rights and/or obligations under this

Agreement to any person having the same legal capacity, power and authority of the Secretary of State.

- 12.2 WMRE may with the Secretary of State's consent assign, transfer or novate all of its rights and obligations under this Agreement to another suitable body assuming the responsibility of WMRE in respect of the delivery of rail services in the WMRE Area.

### **13 Termination**

- 13.1 Either Party shall be entitled to terminate this Agreement with immediate effect in the event of material breach of the Agreement or fraud or gross negligence by the other Party.

- 13.2 The Secretary of State shall be entitled to terminate this Agreement with immediate effect:

- (a) where WMRE suffers an Insolvency Event; or
- (b) in the event that WMRE ceases to be substantially representative of the local transport authorities within the WMRE Area.

- 13.3 The Parties shall be entitled to agree to terminate this Agreement where the Parties intend to enter into a new collaboration agreement which shall supersede this Agreement in which case the Parties shall consider whether it will be appropriate to enter into a new Licence of Intellectual Property Rights in respect of the branding developed by WMRE.

- 13.4 This Agreement shall terminate on the expiry or early termination of the 2021 WM National Rail Contract.

- 13.5 Notwithstanding termination of this Agreement, the provisions of this clause and of clauses 9.8 (duration of the Joint Funding Account), 10.7 (duration of the Joint Savings Earmarked Reserve), 14 (Consequences of Termination), 15 (Confidentiality) 16 (Freedom of Information), 17 (Dispute Resolution Procedure), 22 (Rights of Third Parties), 25 (No Partnership) and 28 (Governing Law) shall expressly survive such termination and continue in full force and effect along with any other clauses of and any schedules to this Agreement necessary to give full and proper effect to those clauses.

### **14 Consequences of Termination**

- 14.1 If this Agreement is terminated or expires pursuant to clause 13, the Joint Funding Account shall be closed by WMRE after all monies standing to the credit of the Joint Funding Account have been returned by WMRE to the Parties in accordance with clause 14.2.

- 14.2 Any monies standing to the credit of the Joint Funding Account shall be distributed by WMRE within 3 months following termination of the Agreement to the Parties in proportion to their respective funding contributions as set out under Clause 9 of this Agreement. Promptly following notice by WMRE of any monies owing to the Secretary of State pursuant to this clause 14, the Secretary of State shall provide WMRE with details of the bank account to which such monies should be paid. ***[Note: provisions relating to the Joint Savings Account have been omitted, as there is no longer any such Account.]***

### **15 Confidentiality**

- 15.1 Subject to the provisions of the Act, the Transport Act 2000, the Railways Act 2005, the Environmental Information Regulations, the Freedom of Information Act (and any code of practice or other guidance related to the same) and clauses 15.2 to 15.8 inclusive, each Party shall hold in confidence all documents, materials and other information, whether technical or

commercial, supplied by or on behalf of the other Party (all together the **Confidential Information**) and shall not, except with the other party's prior written authority, publish or otherwise disclose any Confidential Information otherwise than as expressly provided for in this Agreement unless or until the recipient Party can demonstrate that any such document, material or information is in the public domain through no fault of its own and through no contravention of the Agreement, whereupon to the extent that it is in the public domain this obligation shall cease.

15.2 Each Party may disclose any data or information acquired by it under or pursuant to the Agreement without the prior written consent of the other Party if such disclosure is made in good faith:

- (a) to any outside consultants or advisers engaged by or on behalf of such Party and acting in that capacity, upon obtaining from such consultants or advisers an undertaking of confidentiality equivalent to that contained in clause 15.1;
- (b) to the extent required by Law or pursuant to an order of any court of competent jurisdiction or the rules of any dispute resolution procedures to which a Dispute is referred in accordance with the Agreement; or
- (c) to any director, employee or officer of such Party, to the extent necessary to enable such Party to perform its obligations under the Agreement or to protect or enforce its rights under the Agreement;

15.3 The Secretary of State may disclose the Confidential Information of WMRE:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Secretary of State or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Secretary of State (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis for the purpose of the exercise of its rights under this Agreement;
- (e) on a confidential basis to a proposed successor, transferee or assignee of the Secretary of State in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Secretary of State under this clause 15.3.

15.4 For the purposes of clause 15.3, the following defined term shall have the following meaning:

**Central Government Body** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department

- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)
  - (c) Non-Ministerial Department or
  - (d) Executive Agency.
- 15.5 Nothing in this clause 15 shall be deemed to prohibit, prevent or hinder, or render the Secretary of State liable for, the disclosure of any information by the Secretary of State to the ORR, Network Rail, the Parliamentary Commissioner for Administration, a Minister of the Crown, any department of the government of the United Kingdom, the Scottish Parliament, the National Assembly of Wales, the Mayor of London, the Greater London Authority or any department or officer of any of them or of information which is otherwise disclosed for the purpose of facilitating the carrying out of his functions.
- 15.6 WMRE hereby authorises the Secretary of State to provide to the ORR, to the extent so requested by the ORR, such information as may be provided to the Secretary of State in relation to this Agreement.
- 15.7 The Parties recognise that the Comptroller and Auditor General may, in pursuance of his functions under the Exchequer and Audit Department Act 1921, the National Audit Act 1983 and the Government Resources and Accounts Act 2000, disclose information which he has obtained pursuant to those Acts and which a party to this Agreement would not be able to disclose otherwise than under this clause 15.
- 15.8 This clause 15 (and any other provisions necessary to give effect hereto) shall survive the termination of the Agreement, irrespective of the reason for termination.

## **16 Freedom of Information**

- 16.1 The Parties acknowledge and shall procure that their agents and subcontractors acknowledge that the Parties are each subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and accordingly the parties shall, and shall procure that their agents and subcontractors shall, assist and co-operate with the other Party to enable that Party to comply with his information disclosure obligations under the Freedom of Information Act and/or the Environmental Information Regulations (save if prevented by law or by contractual obligations or in circumstances where the Assisting Party (as defined below) would be able to withhold such information legitimately were the same Request for Information to be made to such Party directly).
- 16.2 Where a Party receives a Request for Information (**Requested Party**) and the Requested Party is unable to respond to such Request for Information without the assistance of the other party (**Assisting Party**), the Requested Party shall notify the Assisting Party that assistance is required and the Assisting Party (save if prevented by law or by contractual obligations or in circumstances where the Assisting Party would be able to withhold such information legitimately were the same Request for Information to be made to such Party directly) shall and shall procure that its agents and subcontractors shall:
- (a) provide the Requested Party with a copy of all information in its (or their) possession or power in the form that the Requested Party requires within five Working Days of the Requested Party's request (or within such other period as he may specify); and
  - (b) provide all necessary assistance as reasonably requested by the Requested Party to enable him to respond to any Request for Information within the time for compliance

set out in section 10 of the Freedom of Information Act or regulation 5 of the Environmental Information Regulations as applicable.

- 16.3 The Requested Party shall be responsible for determining in his absolute discretion, and notwithstanding any other provision in this Agreement or any other agreement, whether Confidential Information and/or any other information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act and/or the Environmental Information Regulations.
- 16.4 Each Party acknowledges and shall procure that its agents and subcontractors acknowledge that notwithstanding any provision to the contrary in this Agreement each Party may be obliged under the Freedom of Information Act and/or the Environmental Information Regulations and any related Code of Practice or other guidance to disclose information concerning each Party and/or their respective agents and subcontractors:
- (a) in certain circumstances without consulting the other Party (or its agents and/or subcontractors where applicable); or
  - (b) following consultation with the other and having taken its views into account (and the views of its agents and/or subcontractors where applicable),

provided always that where applicable the Requested Party shall in accordance with the provisions of the Freedom of Information Act and/or the Environmental Information Regulations take reasonable steps where appropriate to give the other Party advance notice or failing that to draw the disclosure to the other Party's attention after any such disclosure.

## **17 Dispute Resolution Procedure**

- 17.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute or difference of whatever nature between them arising under, out of, or in connection with this Agreement (each such dispute or difference a **Dispute**).
- 17.2 Following any referral of a Dispute to the Dispute Resolution Procedure in accordance with the terms of this Agreement, the provisions set out in this clause 17 shall apply.
- 17.3 The Dispute shall initially be referred for resolution to the Deputy Director Midlands, North & Wales Market (DfT) and the Chief Executive (WMRE) (**Initial Dispute Board**) who shall seek to resolve the matter as soon as reasonably possible and in any event within twenty (20) Working Days of escalation, or such other period as may be reasonable given the nature of the Dispute, and the urgency of resolution. The Initial Dispute Board shall be entitled to request such additional information as may be reasonably requested from either WMRE or the Secretary of State in respect of the Dispute, including, but not limited to, any information to be provided pursuant to the relevant provisions of this Agreement.
- 17.4 Both Parties shall be entitled to make oral and/or written representations to the Initial Dispute Board prior to the Initial Dispute Board making its final determination.
- 17.5 Where the Initial Dispute Board are not able to resolve the Dispute within twenty (20) Working Days of escalation pursuant to clause 17.3 the Initial Dispute Board shall refer the Dispute for resolution to the Managing Director, Passenger Services (DfT) and the Director of Law and Governance (West Midlands Combined Authority) (**Secondary Dispute Board**) who shall seek to resolve the matter as soon as reasonably possible and in any event within twenty (20) Working Days of escalation, or such other period as may be reasonable given the nature of the Dispute, and the urgency of resolution. The Secondary Dispute Board shall be entitled to

request such additional information as may be reasonably requested from either WMRE or the Secretary of State in respect of the Dispute, including, but not limited to, any information to be provided pursuant to the relevant provisions of this Agreement.

- 17.6 Both Parties shall be entitled to make oral and/or written representations to the Secondary Dispute Board prior to the Secondary Dispute Board making its final determination.
- 17.7 Where the Secondary Dispute Board are not able to resolve the Dispute within twenty (20) Working Days of escalation pursuant to clause 17.5, the Secondary Dispute Board shall refer the Dispute for resolution by the Director General (DfT Rail Executive) and the Mayor of the West Midlands who shall seek to resolve the Dispute within twenty (20) Working Days of escalation to them, or such other period as may be reasonable given the nature of the Dispute
- 17.8 If the Parties cannot resolve a Dispute in accordance with the above escalation procedure, either Party may at any time refer the Dispute for mediation by serving a written notice on the other Party to that effect (**Notice of Mediation**).
- 17.9 If a Notice of Mediation is given, then the Dispute shall be referred to the CEDR for mediation in accordance with the CEDR's model mediation procedure. If the Parties are unable to agree on the appointment of a mediator, or any other matter relating to the referral or conduct of the mediation, it shall be referred to the then president of CEDR who shall decide such matters.
- 17.10 Except where this Agreement has terminated, the parties shall continue to perform their obligations under the Agreement, regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this clause 17.
- 17.11 WMRE acknowledges and accepts that the decision of the Secretary of State in relation to this exercise of any of the Secretary of State Duties is final and binding.

## 18 Notices

- 18.1 Any notice, notification or other communication under or in connection with clause 13 (Termination) or clause 17 (Disputes) of this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post to the relevant party at the address for service set out below, or to such other address in the United Kingdom as each party may specify by notice in writing to the other party:

Name: The Department for Transport  
Address: 33 Horseferry Road, London SW1P 4DR  
Attention: Senior Commercial Manager, Midlands

Name: West Midlands Rail Limited  
Address: 16 Summer Lane, Birmingham B19 3SD  
Attention: Programme Director

- 18.2 Any other notice, notification or other communication under or in connection with this Agreement shall be in writing and shall be delivered:
- (a) in accordance with clause 18.1 (except that it shall be marked for the attention of the Contract Manager (in the case of notices being sent to the Secretary of State) or the Programme Director of the West Midlands franchise (in the case of notices being sent to WMRE); or

(b) by electronic data transfer to:

[westmidlandsfranchisemanagement@dft.gsi.gov.uk](mailto:westmidlandsfranchisemanagement@dft.gsi.gov.uk) ; or

[malcolm.holmes@wmre.org.uk](mailto:malcolm.holmes@wmre.org.uk)

as appropriate.

### 18.3 Deemed Receipt

Any notice or other communication issued pursuant to clauses 18.1 or 18.2 shall be deemed to have been received by the party to whom it is addressed as follows:

- (a) if sent by hand or recorded delivery, when delivered;
- (b) if sent by pre-paid first class post, from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven; and
- (c) if sent by electronic data transfer under clause 18.2(b) above, upon sending, subject to receipt by the sender of a “delivered” confirmation (provided that the sender shall not be required to produce a “read” confirmation).

## 19 Waiver

19.1 Either Party may at any time waive any obligation of the other Party under this Agreement and the obligations of the parties hereunder shall be construed accordingly.

19.2 No waiver by either Party of any default by the other Party in the performance of such Party's obligations under this Agreement shall operate or be construed as a waiver of any other or further such default, whether of a like or different character. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of any right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy.

## 20 Partial Invalidity

If any provision in this Agreement is held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of Law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

## 21 Further Assurance

Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary or expedient for the carrying out of the provisions of this Agreement.

## 22 Rights of Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## **23 Variation**

This Agreement may only be varied in writing signed by each of the Parties.

## **24 Cumulative rights**

The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.

## **25 No Partnership**

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, association or other cooperative entity between any of the Parties or constitute any Party the agent of any other Party for any purpose.

## **26 Entire Agreement**

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## **27 Counterparts**

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## **28 Governing Law**

This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

**Executed as a deed** by the Parties or their duly authorised representatives but not delivered until the date of this Agreement.

THE CORPORATE SEAL OF )  
**THE SECRETARY OF STATE FOR TRANSPORT** )  
is hereunto affixed: )

Authenticated by authority of the Secretary  
of State for Transport

Executed as a deed by )  
**West Midlands Rail Limited** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

.....

## Schedule 1

### Objectives

- 1 Better for the economy – Support the recovery of jobs, housing, industry, leisure and tourism and retail following the COVID-19 pandemic, with a distinct focus on each of the following markets:
  - West Midlands’ local and regional services;
  - long-distance services along the West Coast Mainline from Liverpool to Birmingham and from Crewe to London; and
  - Services to/from London including branch lines.

Ensure there are the right services and capacity to safely cater for current and returning users throughout the day and week.
- 2 Better for the passenger – Deliver high quality services and stations, reduce delays and cancellations, and achieve significant improvements in customer satisfaction. Provide affordable, clean, and easy to use services at the times and to the places that people want to travel both now and in the future supported by the provision of accurate and timely information and improved connectivity with other modes of transport.
- 3 Better for taxpayers – Make the most of the significant subsidy being provided to make value for money improvements to the rail network. Making sure the right level of service is provided to reflect post-pandemic travel patterns and demand, ensuring resources (funding, staff and trains) are used in the areas that need it most.
- 4 Better for communities – Increase engagement between the operator of the new contract and the communities it serves.
- 5 Better for staff – Deliver a contract which demonstrates a genuine pride in developing staff over the long term, aiming to improve staff satisfaction, motivation and retention, and deliver best in class customer service.
- 6 Maximising the benefits from investment in infrastructure – Supporting the development of a safe and accessible network to modernise and meet the requirements of a modern railway.
- 7 Supporting HS2 – Work with HS2 and Network Rail as a partner on relevant works to enable the delivery of the new high speed rail line between London, the Midlands and Crewe. Ensure that the foundations are in place for the West Midlands to be ready for the opening of HS2, supporting the HS2 Connectivity Programme being delivered through the recently announced West Midlands £8bn growth deal.
- 8 Supporting the Commonwealth Games – work with the rail industry to deliver a high quality rail response to the 2022 Commonwealth Games, characterise by a safe, reliable and clean network that provides sufficient capacity for spectators, workers and the general public during Games time.

Both the DfT and WMRE are also committed to ensuring that rail fully plays its part in supporting low carbon, environmental and wider sustainability objectives.

## Schedule 2

### Joint Board Responsibilities

Subject to the Reserved Matters, the Joint Board shall be responsible for:

- 1 overseeing contract management activity in respect of the WMRBU and providing appropriate input into the LNRBU insofar as that input concerns rail services in the WMRE Area;
- 2 preparing and approving the WMRBU annual business plans;
- 3 undertaking an annual (or more frequent if agreed by both parties) review of contract management responsibilities which have been delegated by the Secretary of State to WMRE;
- 4 developing and keeping under review investment options in respect of the WMRBU and providing appropriate input into the investment options for the LNRBU insofar as that input concerns rail services in the WMRE Area;
- 5 keeping WMRBU performance under review and making recommendations to the Secretary of State as to the taking of enforcement action and providing appropriate input in relation to the performance of the LNRBU insofar as that input concerns rail services in the WMRE Area;
- 6 making recommendations and providing guidance to the Secretary of State on the carrying out of other Secretary of State Duties and decisions on other Reserved Matters, to the extent relevant to WMRBU services;
- 7 discussing WMRE's proposals and representations relating to passenger services and station services in the WMRE Area that do not fall within the WMRBU (including any such services in the LNRBU and in franchises or rail service contracts other than the 2021 WM National Rail Contract) and where appropriate making recommendations or providing guidance thereon to the Secretary of State; and
- 8 consider proposals put forward by WMRE pursuant to the matters referred to in clauses 10.1 and 10.2 of this Agreement.

### Schedule 3

#### Management Team Responsibilities

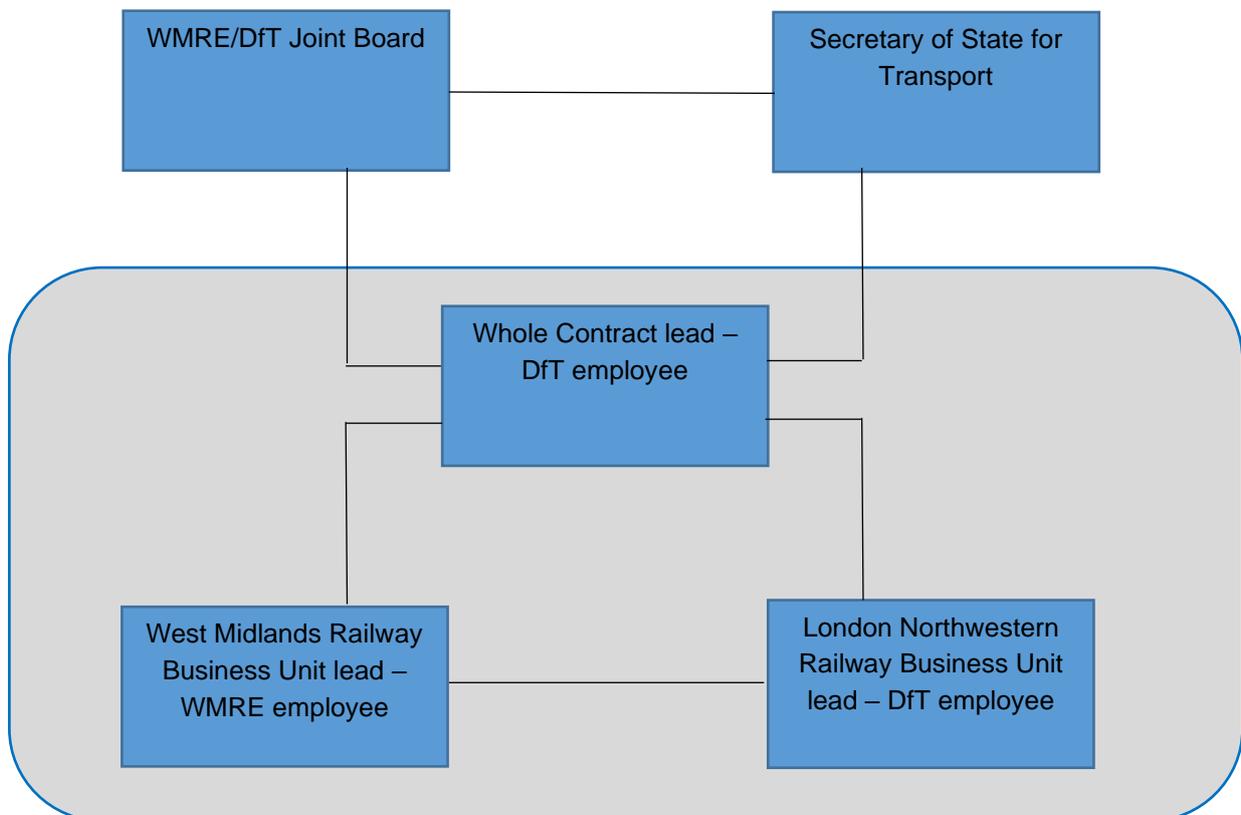
- 1 Subject to the Reserved Matters, the Management Team shall be responsible for:
- (a) implementation of the agreed business plans for the WMRBU;
  - (b) implementation of cost neutral or cost reducing changes in respect of the WMRBU in accordance with the delegated authority of the Joint Board and the terms of the Agreement;
  - (c) save in respect of Reserved Matters, day-to-day contact and commercial management of the WMBSU (on behalf of the Joint Board and the Secretary of State) including:
    - (i) appropriate contract administration;
    - (ii) performance monitoring (including any service quality regime); and
    - (iii) risk management and reporting.
  - (d) developing change proposals for consideration by the Joint Board in conjunction with the rail services operator, WMRE and other stakeholders including the changes referred to in clauses 10.1 and 10.2 of this Agreement;
  - (e) providing general briefing and support for ministers and the WMRE partner authorities relating to the WMRBU and the operation of the Joint Board and Management Team and in preparing for the annual reviews;
  - (f) in relation to rail investment in the WMRE Area:
    - (i) developing proposals for the Government's Rail Network Enhancement Pipeline for each Control Period, identifying related or necessary change proposals;
    - (ii) developing WMRE funded investment proposals, identifying related or necessary changes pursuant to clauses 10.1 and 10.2 of this Agreement;
    - (iii) overseeing the development of output statements and metrics for Network Rail setting out in more detail what is sought from Rail Network Enhancement Pipeline requirements and proposed changes having regard to the total Rail Network Enhancement Pipeline funding available;
    - (iv) where agreed by the Secretary of State, to act as Network Rail's 'Client' for such Rail Network Enhancement Pipeline schemes, as agreed between Secretary of State and WMRE, including finalising the detailed scheme output specifications and agreeing these with Network Rail and Secretary of State including budget provision and affordability;
- 2 Notwithstanding that the Joint Board shall have primary responsibility for the WMRBU and the Secretary of State shall have primary responsibility for the LNRBU, the Parties shall work together in respect of the two business units. In particular the Secretary of State recognises that WMRE has an interest in the Coventry Corridor and Stafford Corridor and the Secretary

of State shall have due regard to comments made by WMRE in respect of the Coventry Corridor and the Stafford Corridor.

## Appendix to Schedule 3

### Management Structure

- 1 Designed to be dynamic and to facilitate the development of local leadership of the WMRBU, with further responsibilities transferring to WMRE incrementally over time
- 2 A full-time manager of the LNRBU and a full-time manager of the WMRBU shall continue to be provided by each of DfT and WMRE respectively
- 3 DfT Commercial Manager of the 2021 WM National Rail Contract.



- 4 The WMRBU Manager shall continue to be based predominantly in the West Midlands, with co-location at Great Minster House as required and as workload dictates
- 5 The LNRBU Manager shall continue to be based predominantly in Great Minster House but with regular travel to and time spent in the West Midlands as required and as workload dictates
- 6 Accommodation in the West Midlands shall continue to be provided by WMRE

### Reporting

- 7 Meetings shall be held during each Reporting Period between the Commercial Manager, the WMRE Director, the LNRBU Manager and the WMRBU Manager

- 8 Business unit reporting/meetings shall be held during each Reporting Period between the LNRBU Manager and the WMRBU Manager (each to lead for their BU)

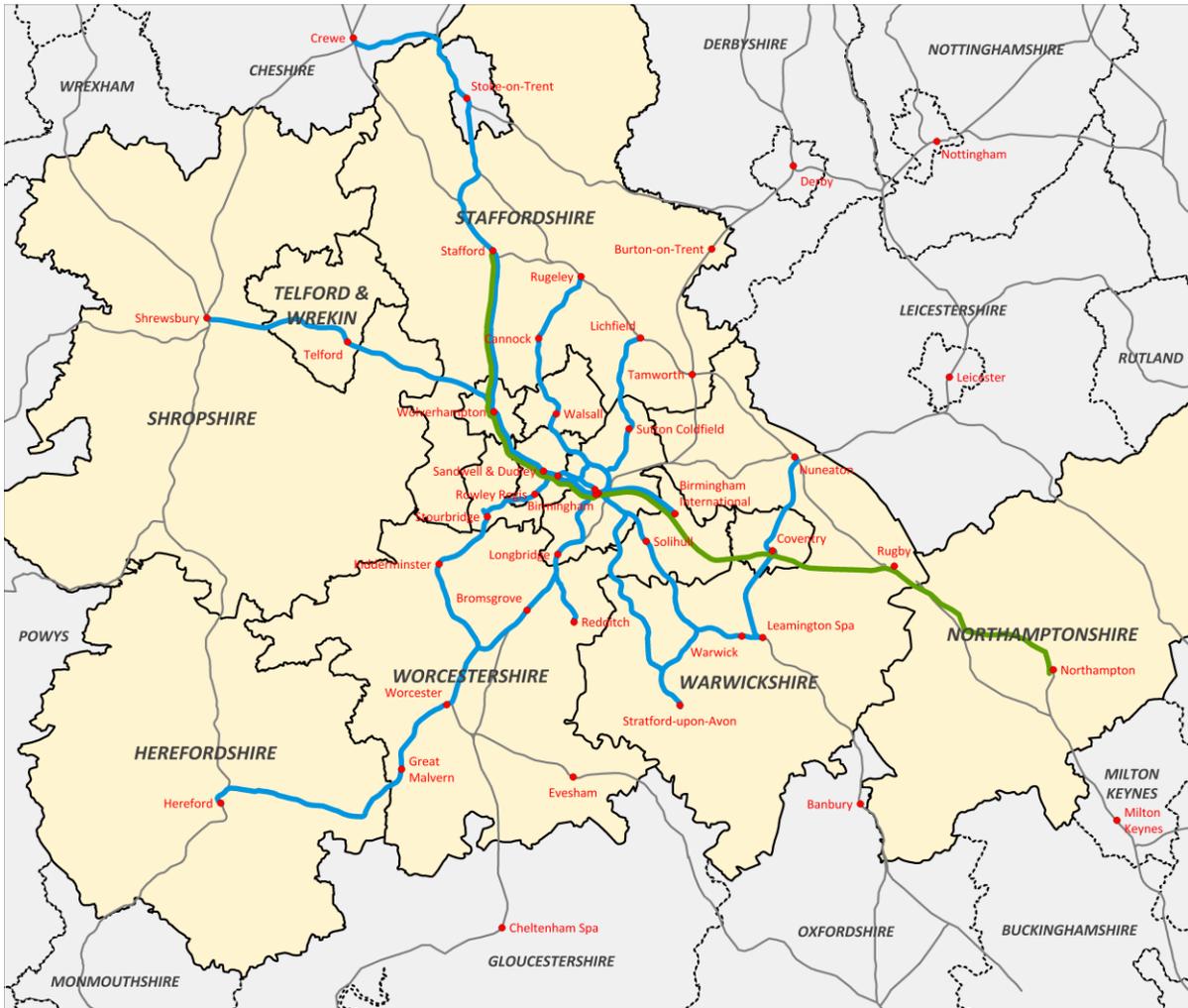
# Schedule 4

## Part 1 - Business Units Map



## Part 2 - WMRE Area Map

[Note: The following diagram is to be amended as necessary to show the WMRE Area]



## Schedule 5

### Funding Outputs

*[Note: Schedule to be further amended as necessary]*

#### **1 Key Outputs**

- 1.1 Ensure staff (WMRE Director, WMSBU Manager and WMRE Contract/Admin) continue in-post;
- 1.2 Report progress against the Business Plan;
- 1.3 Update the Business Plan on an annual basis; and
- 1.4 Attendance at the Joint Board.

#### **2 General**

- 2.1 Establish clear roles and responsibilities regarding the services to be provided under the 2021 WM National Rail Contract and WMRBU and LNRBU monitoring and management;
- 2.2 Establish meeting structure to monitor the outputs of WMRBU and LNRBU; and
- 2.3 Ensure that obligations are understood and processes in place to manage outputs and outcomes to be consistent with the Purpose.

Dated 6th April 2016

**SECRETARY OF STATE FOR TRANSPORT  
WEST MIDLANDS RAIL LIMITED**

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**COLLABORATION AGREEMENT  
relating to rail operation in the  
West Midlands**

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Agreement is made on

6th April

2017 ~~2018~~

**Between**

- (1) **The Secretary Of State For Transport** whose principal place of business is at Great Minster House, 33 Horseferry Road, London, SW1P 4DR (**Secretary of State**); and
- (2) **West Midlands Rail Limited** (No. 08991160) whose registered office is at 16 Summer Lane, Birmingham B19 3SD (**WMR**).

**Whereas**

- (A) The Secretary of State has confirmed his support for working together with WMR to develop proposals for how, by adopting a collaborative approach, local decision making could play a central role in defining future rail services in the West Midlands (**Agreed Position**).
- (B) The Parties have been working together in furtherance of the Agreed Position and are now working together to determine further arrangements which will govern their relationship going forward.
- (C) This Agreement sets out the terms under which the Parties agree to collaborate in order to achieve the Objectives set out in this Agreement.

**It is agreed**

**1 Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**2017 WM Franchise** means the franchise which is currently being re-let by the Secretary of State in relation to the West Midlands franchise services, being the services designated by the Secretary of State pursuant to Section 23 of the Act as franchise services and currently operated by the Franchisee under the Franchise Agreement

**2017 WM Franchise Agreement** means the franchise agreement to be entered into, pursuant to which the 2017 WM Franchise will be operated

**Act** means Railways Act 1993 (as amended from time to time)

**Commencement Date** means the date of this Agreement

**Control Period** means a railway investment period (currently a five year period from 2014 to 2019 for Control Period 5)

**CEDR** means the Centre for Effective Dispute Resolution

**Confidential Information** has the meaning given in clause 15.1

**Coventry Corridor and Stafford Corridor** means the route coloured green and titled West Coast Separable Business Unit (WMR area) on the plan set out in part 1 of Schedule 4

**DfT** or **Department for Transport** means the Department for Transport which is the organisation that discharges the duties of the Secretary of State

**DfT Annual Funding Amount** means:

- (a) in respect of each Franchisee Year containing 13 Reporting Periods, an aggregate amount of £500,000 (five hundred thousand pounds sterling) and
- (b) in respect of any Franchisee Year containing less than 13 Reporting Periods (which for the avoidance of doubt, shall apply to the first Franchisee Year being the period from the Start Date until the end of the last Reporting Period in the first Franchisee Year) an aggregate amount of not less than:

$A \times (B/13)$  where:

A means £500,000 (five hundred thousand pounds sterling) and

B means the number of Reporting Periods in the relevant Franchisee Year

**Dispute** has the meaning given in clause 17.1

**Dispute Resolution Procedure** means the procedure set out in clause 17

**Environmental Information Regulations** means the Environmental Information Regulations 2004 and any subordinate legislation made under them together with any guidance and/or codes of practice issued by relevant Government Department in relation to such legislation

**Franchise Agreement** means the West Midlands franchise agreement dated 2 December 2015 between (1) the Secretary of State and (2) London and Birmingham Railway Limited

**Franchisee** means the company known as at the date of this Agreement as London and Birmingham Railway Limited

**Franchisee Year** means any period of twelve (12) months, beginning on 1 April and ending on 31 March, except that the first and last Franchisee Years under a franchise agreement may be for a period of less than twelve (12) months

**Freedom of Information Act** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation

**Funding Outputs** means the outputs set out in schedule 5 of this Agreement

**Initial Dispute Board** has the meaning given in clause 17.3

**Insolvency Event** means one of the following events:

- (a) a court makes an order that WMR be wound up or a resolution for a voluntary winding-up of WMR is passed
- (b) a receiver or manager in respect of WMR is appointed
- (c) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of WMR or
- (d) an administration order is made or an administrator is appointed in respect of WMR

**Joint Funding Account** has the meaning given to it in clause 9.1

**Joint Savings Account** has the meaning given to it in clause 10.3

**Law** includes any enactment, subordinate legislation, rule, regulation, order, directive or other provision, including those of the European Community, and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the United Kingdom or any part of it (including the Act, the Transport Act 2000, the Transport Safety Act 2003 and the Railways Act 2005)

**Management Team** means the management team to be established as described in clause 8.1

**Notice of Mediation** has the meaning given in clause 17.6

**Objectives** means the joint objectives of the Parties as defined in clause 3

**ORR** means the Office of Rail and Road established by Section 15 of the Railways and Transport Safety Act 2003 and having duties and obligations as set out in the Act

**Network Rail** means Network Rail Infrastructure Limited, a company registered in England with registered number 02904587 whose registered office is at 1 Eversholt Street, London, NW1 2DN and any successor in title to the network or any relevant railway facility

**Parties** means WMR and the Secretary of State

**Phase 1** means the period from commencement of this Agreement and expiring on the first anniversary of the Start Date, or earlier if agreed between the Parties

**Phase 2** means the period commencing from the first anniversary of the Start Date (or earlier if agreed between the Parties) and expiring at the end of the 2017 WM Franchise or on earlier termination of this Agreement

**Purpose** means the purpose defined in clause 4.1

**Rail Investment Strategy** or **HLOS** means the railway investment strategy or high level output specification produced by the Department for Transport which defines the strategy for railway investment for each Control Period

**Reporting Period** has the meaning given in the 2017 WM Franchise Agreement;

**Request for Information** means a request for information or an apparent request under the Freedom of Information Act or the Environmental Information Regulations

**Reserved Matters** means the following matters reserved to the Secretary of State:

- (a) decisions increasing net costs or net future costs to the Secretary of State
- (b) determination of events of default under the 2017 WM Franchise
- (c) the content of the Rail Investment Strategy and Statement of Funds Available
- (d) any action required to comply with the Secretary of State's duty under Section 30 of the Act and

- (e) enforcement against the franchisee under the 2017 WM Franchise pursuant to Section 55 of the Act.

**Secretary of State Duties** has the meaning given in clause 5.1(a)

**Separable Business Units** or **SBU** means:

- (a) the West Midlands Separable Business Unit (WMSBU) and
- (b) the West Coast Separable Business Unit (WCSBU)

and **Separable** in this context means that the SBUs are to be designed and set up with distinct passenger facing offers and separately identifiable revenues, costs (to the extent possible and appropriately allocated where costs cannot be separately identified), customer and performance metrics and on the basis that they could be re-let separately after the expiry of the 2017 WM Franchise. The WMSBU will have its own brand identity (which shall include a name, logo and colour palette) that reflects the market that it serves as specified by WMR and is capable of having longevity beyond the term of the 2017 WM Franchise

**Statement of Funds Available** means the statement issued by the Department for Transport in relation to the public funds that are or are likely to be available for delivery of the Rail Investment Strategy

**Start Date** means the start date to be specified in the 2017 WM Franchise Agreement

**Strategic Board** means the joint board to be established as provided for in clause 7

**WCSBU** means the passenger services and station services in the remainder of the 2017 WM Franchise excluding the WMSBU, as identified in part 1 of schedule 4

**WMR Annual Funding Amount** means:

- (a) in respect of each Franchisee Year containing 13 Reporting Periods, an aggregate amount of £140,000 (one hundred and forty thousand pounds sterling) and
- (b) in respect of any Franchisee Year containing less than 13 Reporting Periods (which for the avoidance of doubt, applies to the first Franchisee Year being the period from the Start Date until the end of the last Reporting Period in the first Franchisee Year) an aggregate amount of not less than:

$A \times (B/13)$  where:

A means £140,000 (one hundred and forty thousand pounds sterling)

B means the number of Reporting Periods in the relevant Franchisee Year

**WMR Area** means the West Midlands Rail area shown on the map set out in part 2 of schedule 4

**WMR Change** has the meaning given in clause 10.1

**WMR Fare Change** has the meaning given in clause 10.2

**WMSBU** means the passenger services and station services in the West Midlands Separable Business Unit (including station services at 2017 WM Franchise stations to the west of the West Coast Main Line), as identified in part 1 of schedule 4

**Working Day** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

## 1.2 Interpretation

Unless the context otherwise requires:

- (a) references to clauses and schedules are to clauses of, and schedules to, this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a "**company**" shall be construed so as to include any corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) "**body corporate**" shall have the meaning given in section 1173 Companies Act 2006 and "**wholly-owned subsidiary**" shall have the meaning given in section 1159 Companies Act 2006;
- (f) a person is deemed associated with another person or an associated person if the person is an associate of the other person within the meaning of section 435 Insolvency Act 1986
- (g) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated at any time;
- (i) headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- (j) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- (k) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

## 2 Commencement and Term

- 2.1 This Agreement shall come into full force and effect on the Commencement Date, save that the terms set out in clauses 10.2 and **Error! Reference source not found.** of this Agreement shall only become effective on and from commencement of Phase 2.

2.2 This Agreement shall remain in full force and effect unless terminated by either Party in accordance with clause 13 of this Agreement.

### 3 Collaboration Objectives

The Parties shall collaborate with a view to achieving the objectives set out in schedule 1 (**Objectives**) for the duration of the 2017 WM Franchise.

### 4 Purpose of the Agreement

4.1 The Parties intend to collaborate on the running of rail services in the West Midlands area for the benefit of passengers (**Purpose**) and the Parties shall each use their respective reasonable endeavours to give effect to the Purpose through the operation of this Agreement.

4.2 The Parties shall carry out their obligations, and exercise their rights, under this Agreement with a view to achieving the Objectives and the Purpose.

### 5 Secretary of State Duties and Reserved Matters

5.1 The Parties acknowledge and agree that:

(a) the Secretary of State has responsibilities and duties deriving by reason of statutory or regulatory requirements under Law including without limitation pursuant to the Act and in relation to the proper expenditure of public monies (**Secretary of State Duties**);

(b) such Secretary of State Duties must be discharged by the Secretary of State and cannot be delegated to any other persons.

(c) the role of WMR in respect of such Secretary of State Duties can only be advisory.

5.2 Nothing in this Agreement shall fetter the discretion of the Secretary of State when carrying out the Secretary of State Duties and / or the Reserved Matters.

5.3 The Reserved Matters are a definitive list of matters in respect of which decisions are reserved to the Secretary of State. The Secretary of State shall be entitled to update the Reserved Matters by notifying WMR in writing of the amendments required.

### 6 Phase 1

During Phase 1, WMR shall:

(a) collaborate with the Secretary of State to develop the franchise specification and Invitation to Tender for the 2017 WM Franchise;

(b) arrange for the secondment of appropriate staff to the West Midlands Franchise Competition Team within the Department for Transport to assist with public consultation, specification and evaluation of the 2017 WM Franchise;

(c) work with the franchisee under the 2017 WM Franchise Agreement and the Department for Transport on mobilisation for the 2017 WM Franchise;

(d) establish the Strategic Board with the Department for Transport;

(e) develop the structure of the Management Team;

- (f) arrange for the provision of all reasonably required support to the Management Team in respect of its management of the WMSBU;
- (g) work with the Department for Transport and the Franchisee during the first year of the 2017 WM Franchise to establish the Separable Business Units; and
- (h) do anything else which the Parties jointly decide they require.

## **7 Strategic Board**

- 7.1 The Parties shall endeavour to establish a joint board (**Strategic Board**) by no later than 31 October 2016.
- 7.2 The Strategic Board shall be the primary formal mechanism for the collaboration between the Parties in relation to rail matters in the WMR Area and in so doing shall:
- (a) aim to further the Objectives and the Purpose;
  - (b) oversee the creation and operation of the WMSBU and the WCSBU; and
  - (c) be responsible for the matters set out in schedule 2.
- 7.3 The Strategic Board shall comprise two (2) senior representatives from each of the Parties and may include an independent chairperson appointed by the Strategic Board in accordance with clause 7.4. Upon establishment of the Strategic Board, both the Secretary of State and WMR shall appoint such representatives as board members of the Strategic Board. Either Party shall be entitled to replace its own board members on giving the other Party notice of the replacement board member, provided that any replacement shall be at least a deputy director or equivalent within the relevant organisation.

### **Meetings of the Strategic Board**

- 7.4 The Parties shall arrange a meeting of the Strategic Board as soon as practicable after the Commencement Date. At the first meeting of the Strategic Board, the Strategic Board shall appoint a chairperson for the Strategic Board. The appointment of the chairperson shall be by mutual agreement by the board members of the Secretary of State and WMR and shall either be (i) a board member of the Secretary of State or WMR or (ii) an independent chairperson to be considered at the discretion of the Strategic Board as deemed to be necessary or desirable. In circumstances where an independent chairperson is appointed, the board members shall also decide by majority decision whether or not the independent chairperson shall have a vote in matters of the Strategic Board. The Strategic Board shall be entitled to replace the chairperson on the basis of a majority decision (and for the avoidance of doubt, on such decisions the chairperson shall not have a casting vote).
- 7.5 The Strategic Board shall meet at least quarterly commencing after the first meeting convened in compliance with clause 7.4 or more frequently:
- (a) as may be determined by the chairperson of the Strategic Board; or
  - (b) at the request of either Party.
- 7.6 Subject to clauses 7.7 and 7.9, the Parties agree that the Strategic Board is required to reach decisions by majority having regard to the Purpose and Objectives which shall be subject to:
- (a) the Secretary of State Duties; and

(b) the Reserved Matters.

- 7.7 The Strategic Board shall be quorate for the purposes of making any decision by majority only when at least one Secretary of State board member and at least one WMR board member is present at the Strategic Board meeting. For the avoidance of doubt, a Strategic Board meeting shall be quorate whether attendance is in person or via telephone or video conferencing. Where a quorum is not present, the meeting shall be adjourned until such other time as a quorum can be present.
- 7.8 Either Party shall be entitled to appoint an alternate board member to attend meetings of the Strategic Board where a board member is unable to attend provided that the alternate is at least a deputy director or equivalent within the relevant organisation and the other Party is given notice in writing of the alternate.
- 7.9 Where the Strategic Board reaches a decision in accordance with clauses 7.6 and 7.7, such decision shall not be valid unless it was reached with the agreement of both a Secretary of State board member and a WMR board member. In the event that not all Secretary of State board members or WMR board members are present at a meeting where a decision is taken, the Secretary of State board members who are present shall be entitled to act on behalf of absent Secretary of State board members and the WMR board members who are present shall be entitled to act on behalf of absent WMR board members (including, in each case, by casting votes on behalf of such absent board members).
- 7.10 Any decision of the Strategic Board pursuant to this Agreement in respect of the exercise of the Secretary of State Duties or decisions to be taken by the Secretary of State on Reserved Matters shall be treated by the Secretary of State only as an informed recommendation to the Secretary of State in relation to the exercise of the Secretary of State Duties and those decisions and the Secretary of State shall have due regard to such recommendation but without fettering the Secretary of State's discretion in exercising such Secretary of State Duties and making those decisions.
- 7.11 The Strategic Board shall develop a policy regarding the use of Confidential Information by the Parties as soon as possible following the date of this Agreement (**Confidentiality Policy**). Until the agreement of the Confidentiality Policy, the Parties shall comply with clause 15 and the business and decisions of the Strategic Board shall be kept confidential and not disclosed to third parties except to the extent the Strategic Board by agreement discloses such information by release of a press announcement or other such means.

## **8 Franchise Management**

- 8.1 The Parties shall endeavour to establish a management team (**Management Team**) by no later than 31 March 2017 for the 2017 WM Franchise which shall perform on behalf of the Secretary of State (in respect of the WCSBU) and the Strategic Board and the Secretary of State (in respect of the WMSBU) the Management Team Responsibilities set out in schedule 3.
- 8.2 The initial composition and reporting structure of the Management Team shall be as set out in the diagram in the Appendix to schedule 3
- 8.3 Each Party shall contribute available and relevant expertise (legal, finance, media/press/communications etc) to support the Management Team
- 8.4 The WMR members of the Strategic Board and/or the WMSBU Manager are the primary conduits of information relating to any matters which may arise pursuant to the operation of

the 2017 WM Franchise Agreement relating directly or indirectly to the WMR Area and they shall inform WMR as soon as reasonably practicable on becoming aware of any such issues or matters which need to be brought to the attention of WMR, and liaise with WMR as necessary in relation to those matters. The Secretary of State members of the Strategic Board will support appropriate engagement with WMR on the matters referred to in this clause 8.4.

## 9 Funding

9.1 WMR shall set up and maintain a bank account in the joint names of WMR and the Secretary of State into which (subject to compliance by WMR with the notification provisions of this clause 9.1) the Secretary of State shall pay the DfT Annual Funding Amount and WMR shall pay the WMR Annual Funding Amount the **Joint Funding Account**. WMR shall notify the Secretary of State of the details of the Joint Funding Account promptly after opening it and each Party shall provide notice to the other Party as soon as reasonably possible after a payment has been made by them of the amount and date of such payment. Payments shall be made:

- (a) in respect of the first Franchisee Year of the 2017 WM Franchise, on the Start Date; and
- (b) in respect of each subsequent Franchisee Year of the 2017 WM Franchise, on or before the first day of the relevant Franchisee Year.

9.2 The DfT Annual Funding Amount and the WMR Funding Amount shall be used solely in relation to the Funding Outputs and WMR shall use all reasonable endeavours to achieve such Funding Outputs:

- (a) by the end of the first 12 months of the 2017 WM Franchise in the case of the "Year 1" funding outputs; and
- (b) throughout (and repeatedly during where appropriate) the remainder of the 2017 WM Franchise in the case of the "Year 2 and future years" outputs.

As soon as becoming aware that the DfT Annual Funding Amount has not been paid, or is not reasonably likely to be paid, in accordance with clause 9.1 of this Agreement, the Secretary of State shall notify WMR.

9.3 As soon as becoming aware that the WMR Annual Funding Amount has not been paid, or is not reasonably likely to be paid, in accordance with clause 9.1 of this Agreement, WMR shall notify the Secretary of State.

9.4 Where notification is served under either clause 9.2 or 9.3, the Secretary of State and WMR shall meet as soon as reasonably practicable to discuss how the deficit in funding can be best resolved between the Parties.

9.5 The Secretary of State and WMR shall monitor and review the funding requirements under this Agreement and may reasonably amend the funding requirements under this Agreement by mutual agreement in writing. Neither Party shall be liable to the other Party to provide any funding under this Agreement beyond its respective funding commitments under clause 9.1 except where amended pursuant to this clause 9.5.

9.6 Where a Party fails to make payment on the due date in accordance with clause 9.1 (unless non-payment is due to the default of the other Party) interest shall accrue at the rate of 2%

above the base rate of Royal Bank of Scotland plc from the due date until the date payment is received in full.

- 9.7 WMR shall maintain the Joint Funding Account until 3 months following termination of this Agreement by whatever means and this clause 9.7 (and any other provisions necessary to give effect to it) shall survive the termination of the Agreement, irrespective of the reason for termination.

## 10 Changes Proposed by WMR

- 10.1 WMR may propose and require the implementation of cost reducing, WMR-funded or third party funded changes to the passenger services and station services provided by the WMSBU pursuant to the 2017 WM Franchise Agreement (**WMR Change**) provided always that:

- (a) where the agreement of the franchisee is required under the 2017 WM Franchise Agreement, the WMR Change shall be subject to such agreement of the franchisee;
- (b) subject to clause 10.1(c), the Secretary of State has a right to object to any WMR Change that he reasonably considers is likely to have an adverse financial consequence to the Secretary of State;
- (c) the Strategic Board shall decide if WMR Change is likely to have an adverse financial consequence to the Secretary of State provided that it shall take into account any information or evidence provided by the Secretary of State in relation to such financial consequences of the WMR Change; and
- (d) either Party may refer such decision of the Strategic Board to the Dispute Resolution Procedure if it does not agree with the decision.

- 10.2 WMR may propose and require the implementation of changes to fares within the West Midlands Commuter Fares Basket (as defined in the 2017 WM Franchise Agreement) (including without limitation by requesting the use of the "flex" or changing the value of "k" in the 2017 WM Franchise in relation to the fare controls applicable to those passenger services) (**WMR Fare Change**) where such WMR Fare Change does not:

- (a) have adverse consequences for the Secretary of State (including without limitation by increasing costs under the 2017 WM Franchise or any other franchise, causing significant adverse changes to the Secretary of State's risk profile and by exposing the Secretary of State to the risk of successful legal challenges relating to breach of applicable public procurement legislation); or
- (b) conflict with any Secretary of State Duties.

provided always that:

- (i) where the agreement of the franchisee is required under the 2017 WM Franchise Agreement, the WMR Change shall be subject to such agreement of such franchisee;
- (ii) subject to clause 10.2(b)(iii) the Secretary of State has a right to object to any WMR Fare Change that he reasonably considers is likely to have an adverse financial consequence to the Secretary of State; and

- (iii) the Strategic Board shall decide if WMR Fare Change is likely to have an adverse financial consequence to the Secretary of State or conflict with any Secretary of State Duties provided that it shall take into account any information or evidence provided by the Secretary of State in relation to such financial consequences of the WMR Change or conflict with his Statutory Duty (as the case may be); and
  - (iv) either Party may refer such decision of the Strategic Board to the Dispute Resolution Procedure if it does not agree with the decision.
- 10.3 WMR shall set up and maintain a bank account in the joint names of WMR and the Secretary of State into which (subject to compliance by WMR with the notification provisions contained in this clause 10.3) all net savings generated by either WMR Changes or WMR Fares Changes proposed by WMR as referred to in clause 10.1 and 10.2 (after any required payments have been made to the franchisee by the Secretary of State pursuant to the 2017 WM Franchise Agreement) shall be paid by the Secretary of State (the **Joint Savings Account**). WMR shall notify the Secretary of State of the details of the Joint Savings Account promptly after opening it and shall notify the Secretary of State of the value of any savings generated pursuant to this clause 10, accompanied by details of how those savings have been calculated, as and when it requires payment into the Joint Savings Account (but not more frequently than once every three months and not in respect of trivial amounts), and following receipt of a valid notification of savings, the Secretary of State shall have a period of 14 days in which to make payment.
- 10.4 WMR may use the monies held in the Joint Savings Account to fund WMR Changes or WMR Fare Changes as referred to in clauses 10.1 and 10.2 respectively and may also, with the prior written consent of the Secretary of State, transfer approved amounts out of the Joint Savings Account to the West Midlands Combined Authority (**WMCA**) or another local authority member of WMR designated by WMR on the basis that those monies shall be used to improve rail passenger services and/or associated rail facilities in the WMR Area.
- 10.5 Where the Strategic Board have not decided that the WMR Change or WMR Fare Change is likely to have an adverse financial consequence to the Secretary of State, the Secretary of State shall consent to the transfer of approved amounts out of the Joint Savings Account to the WMCA or another local authority member of WMR designated by WMR as set out in clause 10.4.
- 10.6 WMR shall be solely responsible for, and shall keep a full and accurate record of, any monies paid into and out of the Joint Savings Account and shall be liable for any deficiencies identified in the Joint Savings Account (save where such deficiencies are as a consequence of the Secretary of State failing to pay net savings generated pursuant to clause 10.3 into the Joint Savings Account). A deficiency shall be taken to have arisen where monies in the Joint Savings Account are applied other than in accordance with this Agreement or as otherwise agreed by the Parties in writing.
- 10.7 WMR shall maintain the Joint Savings Account until 3 months following termination of this Agreement by whatever means and this clause 10.7 (and any provisions necessary to give effect to it) shall survive the termination of the Agreement, irrespective of the reason for termination.

## **11 Ongoing Engagement**

The Parties intend that during Phase 2 the Secretary of State (or Minister) shall meet with the WMR Board Chair and Vice Chair on an annual basis to discuss the progress in achieving the Objectives and the Purpose.

## **12 Assignment, Transfer and Novation**

- 12.1 Unless required by law, neither party shall be entitled to assign or transfer its rights and/or obligations under this Agreement without the written consent of the other Party except that the Secretary of State shall be entitled to transfer his rights and/or obligations under this Agreement to any person having the same legal capacity, power and authority of the Secretary of State.
- 12.2 WMR may with the Secretary of State's consent assign, transfer or novate all of its rights and obligations under this Agreement to another suitable body assuming the responsibility of WMR in respect of the delivery of rail services in the WMR Area.

## **13 Termination**

- 13.1 Either Party shall be entitled to terminate this Agreement with immediate effect in the event of material breach of the Agreement or fraud or gross negligence by the other Party.
- 13.2 The Secretary of State shall be entitled to terminate this Agreement with immediate effect:
- (a) where WMR suffers an Insolvency Event;
  - (b) in the event that WMR ceases to be substantially representative of the local transport authorities within the WM Area; or
  - (c) before the award of the 2017 WM Franchise if he decides, acting reasonably, that the arrangements set out therein are no longer consistent with current Government policy.
- 13.3 The Parties shall be entitled to agree to terminate this Agreement where the Parties intend to enter into a new collaboration agreement which shall supersede this Agreement in which case the Parties shall consider whether it will be appropriate to enter into a new Licence of Intellectual Property Rights in respect of the branding developed by WMR and which the Parties anticipate will be made available to the Secretary of State and the franchisee of the 2017 WM Franchise.
- 13.4 This Agreement shall expire on the expiry of the 2017 WM Franchise.
- 13.5 Notwithstanding termination of this Agreement, the provisions of this clause and of clauses 9.7 (duration of the Joint Funding Account), 10.7 (duration of the Joint Savings Account), 14 (Consequences of Termination), 15 (Confidentiality) 16 (Freedom of Information), 28 (Governing Law), 17 (Dispute Resolution Procedure), 22 (Rights of Third Parties) and 25 (No Partnership) shall expressly survive such termination and continue in full force and effect along with any other clauses of and any schedules to this Agreement necessary to give full and proper effect to those clauses.

## **14 Consequences of Termination**

- 14.1 If this Agreement is terminated or expires pursuant to clause 13, the Joint Funding Account and the Joint Savings Account shall be closed by WMR after all monies standing to the credit

of the Joint Funding Account and the Joint Savings have been returned by WMR to the Parties in accordance with clause 14.2.

14.2 Any monies standing to the credit of the Joint Funding Account shall be distributed by WMR within 3 months following termination of the Agreement to the Parties in proportion to their respective funding contributions as set out under Clause 9 of this Agreement. Subject to clause 14.3, any monies standing to the credit of the Joint Savings Account shall be distributed by WMR within 3 months following termination of the Agreement to the Secretary of State. Promptly following notice by WMR of any monies owing to the Secretary of State pursuant to this clause 14, the Secretary of State shall provide WMR with details of the bank account to which such monies should be paid.

14.3 Prior to distributing any monies left to the credit of the Joint Savings Account, WMR shall be entitled to deduct sums that it can demonstrate to the Secretary of State (acting reasonably) are required to discharge any financial commitments to third parties reasonably and properly made in pursuance of the objectives of this Agreement, provided that WMR shall apply such sums by discharging those commitments and shall account to the Secretary of State in respect of the same.

## 15 Confidentiality

15.1 The provisions of this clause 15 shall apply until the Parties agree the Confidentiality Policy pursuant to clause 7.10. Thereafter, the Parties shall comply with the provisions of the Confidentiality Policy.

15.2 Subject to the provisions of the Act, the Transport Act 2000, the Railways Act 2005, the Environmental Information Regulations, the Freedom of Information Act (and any code of practice or other guidance related to the same) and clauses 15.3 to 15.9 inclusive, each Party shall hold in confidence all documents, materials and other information, whether technical or commercial, supplied by or on behalf of the other Party (all together the **Confidential Information**) and shall not, except with the other party's prior written authority, publish or otherwise disclose any Confidential Information otherwise than as expressly provided for in this Agreement unless or until the recipient Party can demonstrate that any such document, material or information is in the public domain through no fault of its own and through no contravention of the Agreement, whereupon to the extent that it is in the public domain this obligation shall cease.

15.3 Each Party may disclose any data or information acquired by it under or pursuant to the Agreement without the prior written consent of the other Party if such disclosure is made in good faith:

(a) to any outside consultants or advisers engaged by or on behalf of such Party and acting in that capacity, upon obtaining from such consultants or advisers an undertaking of confidentiality equivalent to that contained in clause 15.1;

(b) to the extent required by Law or pursuant to an order of any court of competent jurisdiction or the rules of any dispute resolution procedures to which a Dispute is referred in accordance with the Agreement; or

(c) to any director, employee or officer of such Party, to the extent necessary to enable such Party to perform its obligations under the Agreement or to protect or enforce its rights under the Agreement;

15.4 The Secretary of State may disclose the Confidential Information of WMR:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Secretary of State or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Secretary of State (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis for the purpose of the exercise of its rights under this Agreement;
- (e) on a confidential basis to a proposed successor, transferee or assignee of the Secretary of State in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Secretary of State under this clause 15.4.

15.5 For the purposes of clause 15.4, the following defined term shall have the following meaning:

**Central Government Body** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)
- (c) Non-Ministerial Department or
- (d) Executive Agency.

15.6 Nothing in this clause 15 shall be deemed to prohibit, prevent or hinder, or render the Secretary of State liable for, the disclosure of any information by the Secretary of State to the ORR, Network Rail, the Parliamentary Commissioner for Administration, a Minister of the Crown, any department of the government of the United Kingdom, the Scottish Parliament, the National Assembly of Wales, the Mayor of London, the Greater London Authority or any department or officer of any of them or of information which is otherwise disclosed for the purpose of facilitating the carrying out of his functions.

15.7 WMR hereby authorises the Secretary of State to provide to the ORR, to the extent so requested by the ORR, such information as may be provided to the Secretary of State in relation to this Agreement.

15.8 The Parties recognise that the Comptroller and Auditor General may, in pursuance of his functions under the Exchequer and Audit Department Act 1921, the National Audit Act 1983 and the Government Resources and Accounts Act 2000, disclose information which he has obtained pursuant to those Acts and which a party to this Agreement would not be able to disclose otherwise than under this clause 15.

15.9 This clause 15 (and any other provisions necessary to give effect hereto) shall survive the termination of the Agreement, irrespective of the reason for termination.

## 16 Freedom of Information

- 16.1 The Parties acknowledge and shall procure that their agents and subcontractors acknowledge that the Parties are each subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and accordingly the parties shall, and shall procure that their agents and subcontractors shall, assist and co-operate with the other Party to enable that Party to comply with his information disclosure obligations under the Freedom of Information Act and/or the Environmental Information Regulations (save if prevented by law or by contractual obligations or in circumstances where the Assisting Party (as defined below) would be able to withhold such information legitimately were the same Request for Information to be made to such Party directly).
- 16.2 Where a Party receives a Request for Information (**Requested Party**) and the Requested Party is unable to respond to such Request for Information without the assistance of the other party (**Assisting Party**), the Requested Party shall notify the Assisting Party that assistance is required and the Assisting Party (save if prevented by law or by contractual obligations or in circumstances where the Assisting Party would be able to withhold such information legitimately were the same Request for Information to be made to such Party directly) shall and shall procure that its agents and subcontractors shall:
- (a) provide the Requested Party with a copy of all information in its (or their) possession or power in the form that the Requested Party requires within five Working Days of the Requested Party's request (or within such other period as he may specify); and
  - (b) provide all necessary assistance as reasonably requested by the Requested Party to enable him to respond to any Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or regulation 5 of the Environmental Information Regulations as applicable.
- 16.3 The Requested Party shall be responsible for determining in his absolute discretion, and notwithstanding any other provision in this Agreement or any other agreement, whether Confidential Information and/or any other information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act and/or the Environmental Information Regulations.
- 16.4 Each Party acknowledges and shall procure that its agents and subcontractors acknowledge that notwithstanding any provision to the contrary in this Agreement each Party may be obliged under the Freedom of Information Act and/or the Environmental Information Regulations and any related Code of Practice or other guidance to disclose information concerning each Party and/or their respective agents and subcontractors:
- (a) in certain circumstances without consulting the other Party (or its agents and/or subcontractors where applicable); or
  - (b) following consultation with the other and having taken its views into account (and the views of its agents and/or subcontractors where applicable),

provided always that where applicable the Requested Party shall in accordance with the provisions of the Freedom of Information Act and/or the Environmental Information Regulations take reasonable steps where appropriate to give the other Party advance notice or failing that to draw the disclosure to the other Party's attention after any such disclosure.

## 17 Dispute Resolution Procedure

- 17.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute or difference of whatever nature between them arising under, out of, or in connection with this Agreement (each such dispute or difference a **Dispute**).
- 17.2 Following any referral of a Dispute to the Dispute Resolution Procedure in accordance with the terms of this Agreement, the provisions set out in this clause 17 shall apply.
- 17.3 The Dispute shall initially be referred for resolution to the Managing Director, Passenger Services and the Chief Executive (or equivalent until appointed) of WMR (**Initial Dispute Board**) who shall seek to resolve the matter as soon as reasonably possible and in any event within twenty (20) Working Days of escalation, or such other period as may be reasonable given the nature of the Dispute, and the urgency of resolution. The Initial Dispute Board shall be entitled to request such additional information as may be reasonably requested from either WMR or the Secretary of State in respect of the Dispute, including, but not limited to, any information to be provided pursuant to the relevant provisions of this Agreement.
- 17.4 Both Parties shall be entitled to make oral and/or written representations to the Initial Dispute Board prior to the Initial Dispute Board making its final determination.
- 17.5 Where the Initial Dispute Board are not able to resolve the Dispute within twenty (20) Working Days of escalation pursuant to clause 17.3, the Initial Dispute Board shall refer the Dispute for resolution by the Director General, DfT Rail Executive and the chairperson of WMR who shall seek to resolve the Dispute within twenty (20) Working Days of escalation to them, or such other period as may be reasonable given the nature of the Dispute
- 17.6 If the Parties cannot resolve a Dispute in accordance with the above escalation procedure, either Party may at any time refer the Dispute for mediation by serving a written notice on the other Party to that effect (**Notice of Mediation**).
- 17.7 If a Notice of Mediation is given, then the Dispute shall be referred to the CEDR for mediation in accordance with the CEDR's model mediation procedure. If the Parties are unable to agree on the appointment of a mediator, or any other matter relating to the referral or conduct of the mediation, it shall be referred to the then president of CEDR who shall decide such matters.
- 17.8 Except where this Agreement has terminated, the parties shall continue to perform their obligations under the Agreement, regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this clause 17.
- 17.9 WMR acknowledges and accepts that the decision of the Secretary of State in relation to this exercise of any of the Secretary of State Duties is final and binding.

## 18 Notices

18.1

- (a) Any notice, notification or other communication under or in connection with clause 13 (Termination) or clause 17 (Disputes) of this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post to the relevant party at the address for service set out below, or to such other address in the United Kingdom as each party may specify by notice in writing to the other party:

Name: The Department for Transport  
Address: 33 Horseferry Road, London SW1P 4DR

Attention: Senior Commercial Manager, Midlands

Name: West Midlands Rail Limited  
Address: 16 Summer Lane, Birmingham B19 3SD  
Attention: Programme Director

(b) Any other notice, notification or other communication under or in connection with this Agreement shall be in writing and shall be delivered:

(i) in accordance with clause 18.1(a) (except that it shall be marked for the attention of the Contract Manager (in the case of notices being sent to the Secretary of State) or the Programme Director of the West Midlands franchise (in the case of notices being sent to WMR); or

(ii) by electronic data transfer to:

[westmidlandsfranchisemanagement@dft.gsi.gov.uk](mailto:westmidlandsfranchisemanagement@dft.gsi.gov.uk) ; or

[malcolmholmes@westmidlandsrail.com](mailto:malcolmholmes@westmidlandsrail.com)

as appropriate.

## 18.2 Deemed Receipt

Any notice or other communication issued pursuant to clause 18.1 shall be deemed to have been received by the party to whom it is addressed as follows:

- (a) if sent by hand or recorded delivery, when delivered;
- (b) if sent by pre-paid first class post, from and to any place within the United Kingdom, three Working Days after posting unless otherwise proven; and
- (c) if sent by electronic data transfer under clause 18.1(b) above, upon sending, subject to receipt by the sender of a "delivered" confirmation (provided that the sender shall not be required to produce a "read" confirmation).

## 19 Waiver

19.1 Either Party may at any time waive any obligation of the other Party under this Agreement and the obligations of the parties hereunder shall be construed accordingly.

19.2 No waiver by either Party of any default by the other Party in the performance of such Party's obligations under this Agreement shall operate or be construed as a waiver of any other or further such default, whether of a like or different character. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of any right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy.

## 20 Partial Invalidity

If any provision in this Agreement is held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of Law, such provision or part shall to that extent be

deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

**21 Further Assurance**

Each Party agrees to execute and deliver all such further instruments and do and perform all such further acts and things as shall be necessary or expedient for the carrying out of the provisions of this Agreement.

**22 Rights of Third Parties**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**23 Variation**

This Agreement may only be varied in writing signed by each of the Parties.

**24 Cumulative rights**

The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.

**25 No Partnership**

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, association or other cooperative entity between any of the Parties or constitute any Party the agent of any other Party for any purpose.

**26 Entire Agreement**

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

**27 Counterparts**

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

**28 Governing Law**

This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.

**Executed as a deed** by the Parties or their duly authorised representatives but not delivered until the date of this Agreement.

SEAL REF NO

DFV/2087



THE CORPORATE SEAL OF  
THE SECRETARY OF STATE FOR TRANSPORT  
is hereunto affixed:

)  
)  
) *Beatrice Allen*

Authenticated by authority of the Secretary  
of State for Transport

Executed as a deed by )  
**West Midlands Rail Limited** )  
acting by a director in the presence of )

  
.....  
Director

  
.....  
Signature of witness

Name SUSAN SZALAPSKI

Address CABINET OFFICE

MARTIN ST. STAFFORD- ST16 2LH

## Schedule 1

### The Objectives

- 1 Better for the economy – Support the current and predicted growth in jobs, housing, industry, leisure and tourism and retail with a distinct focus on each of the following markets:
  - West Midlands' local and regional services;
  - long-distance services along the West Coast Mainline from Liverpool to Birmingham and from Crewe to London; and
  - Services to/from London including branch lines.

Ensure there are the right services and capacity to cater for current users and future growth throughout the day and week.
- 2 Better for the passenger – Deliver high quality services and stations, reduce delays and cancellations, and achieve significant improvements in customer satisfaction. Provide affordable, easy to use services at the times and to the places that people want to travel both now and in the future supported by the provision of accurate and timely information.
- 3 Better for communities – Increase engagement between the operator of the new franchise and the communities it serves.
- 4 Better for staff – Deliver a franchise which demonstrates a genuine pride in developing staff over the long term, aiming to improve staff satisfaction, motivation and retention, and deliver best in class customer service.
- 5 Better for taxpayers – Make the most of the significant investment being made to make improvements to the rail network. Making sure the right level of service is provided to reflect travel patterns and demand, ensuring resources (funding, staff and trains) are used in the areas that need it most. Make improvements efficiently, providing value for money.
- 6 Maximising the benefits from investment in infrastructure – Supporting the development of a safe and accessible network to modernise and meet the requirements of a modern railway.
- 7 Supporting HS2 – Work with HS2 and Network Rail as a partner on relevant works to enable the delivery of the new high speed rail line between London, the Midlands and Crewe. Ensure that the foundations are in place for the West Midlands to be ready for the opening of HS2, supporting the HS2 Connectivity Programme being delivered through the recently announced West Midlands £8bn growth deal.
- 8 Both the DfT and WMR are also committed to ensuring that rail fully plays its part in supporting low carbon, environmental and wider sustainability objectives.

## Schedule 2

### Strategic Board Responsibilities

Subject to the Reserved Matters, the Strategic Board shall be responsible for:

- 1 overseeing franchise management activity in respect of the WMSBU and providing appropriate input into the WCSBU insofar as that input concerns rail services in the WMR Area;
- 2 preparing and approving the WMSBU annual business plans;
- 3 undertaking an annual (or more frequent if agreed by both parties) review of franchise management responsibilities which have been delegated by the Secretary of State to WMR;
- 4 developing and keeping under review investment options in respect of the WMSBU and providing appropriate input into the investment options for the WCSBU insofar as that input concerns rail services in the WMR Area;
- 5 keeping WMSBU performance under review and making recommendations to the Secretary of State as to the taking of enforcement action and providing appropriate input in relation to the performance of the WCSBU insofar as that input concerns rail services in the WMR Area;
- 6 making recommendations and providing guidance to the Secretary of State on the carrying out of other Secretary of State Duties and decisions on other Reserved Matters, to the extent relevant to WMSBU services;
- 7 discussing WMR's proposals and representations relating to passenger services and station services in the WMR Area that do not fall within the WMSBU (including any such services in the WCSBU and in franchises other than the 2017 WM Franchise) and where appropriate making recommendations or providing guidance thereon to the Secretary of State; and
- 8 consider proposals put forward by WMR pursuant to the matters referred to in clauses 10.1 and 10.2 of the Agreement.

### Schedule 3

#### Management Team Responsibilities

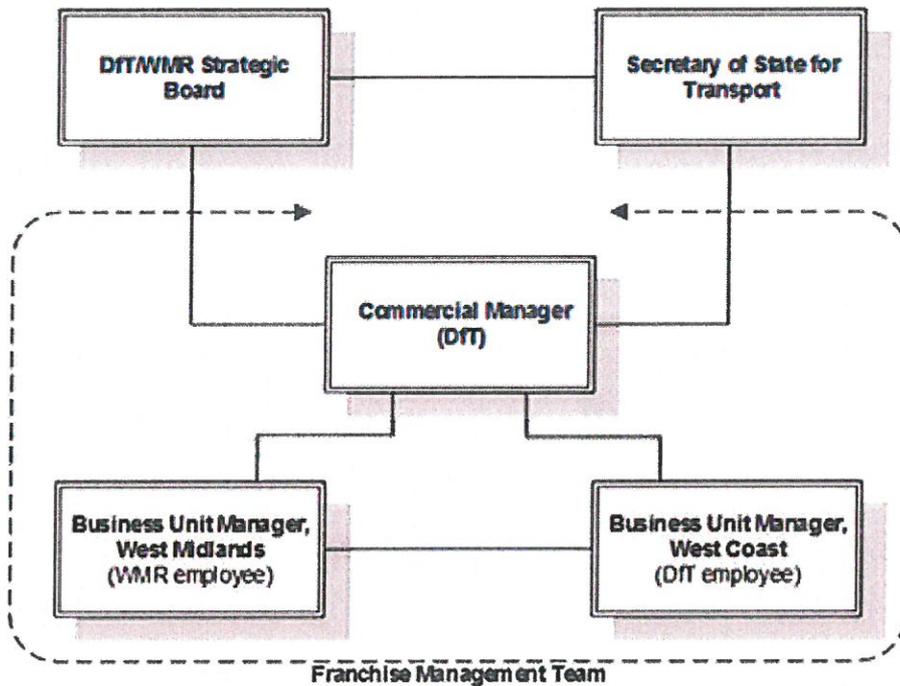
- 1 Subject to the Reserved Matters, the Management Team shall be responsible for:
  - (a) subject to the Reserved Matters, implementation of the Strategic Board business plans for the WMSBU;
  - (b) implementation of cost neutral or cost reducing changes in respect of the WMSBU in accordance with the delegated authority of the Strategic Board and the terms of the Agreement;
  - (c) save in respect of Reserved Matters, day-to-day contact and commercial management of the WMSBU (on behalf of the Strategic Board and the Secretary of State) including:
    - (i) appropriate contract administration;
    - (ii) performance monitoring (including any service quality regime); and
    - (iii) risk management and reporting.
  - (d) developing change proposals for consideration by the Strategic Board in conjunction with the Franchisee, WMR and other stakeholders including the changes referred to in clauses 10.1 and 10.2 of the Agreement;
  - (e) providing general briefing and support for ministers and the WMR partner authorities relating to the WMSBU and the operation of the Strategic Board and Management Team and in preparing for the annual reviews;
  - (f) in relation to rail investment in the WMR Area:
    - (i) developing proposals for the Government's HLOS for each Control Period, identifying related or necessary change proposals;
    - (ii) developing WMR funded investment proposals, identifying related or necessary changes pursuant to clauses 10.1 and 10.2 of the Agreement;
    - (iii) overseeing the development of output statements and metrics for Network Rail setting out in more detail what is sought from HLOS requirements and proposed changes having regard to the total HLOS funding available;
    - (iv) where the Strategic Board has been delegated HLOS Scheme Management by the Secretary of State, to act as Network Rail's 'Client' for such HLOS schemes, as agreed between Secretary of State and WMR, including finalising the detailed scheme output specifications and agreeing these with Network Rail and Secretary of State including budget provision and affordability;
- 2 Notwithstanding that the Strategic Board shall have primary responsibility for the WMSBU and the Secretary of State shall have primary responsibility for the WCSBU, the Parties shall work together in respect of the two business units. In particular the Secretary of State recognises that WMR has an interest in the Coventry Corridor and Stafford Corridor and the Secretary of

State shall have due regard to comments made by WMR in respect of the Coventry Corridor and the Stafford Corridor.

### Appendix to Schedule 3

#### Franchise Management Structure

- 1 Designed to be dynamic and to facilitate the development of local leadership of the WMSBU, with responsibilities transferring to WMR incrementally over time
- 2 One full-time Business Unit Manager to be provided by each of DfT and WMR
- 3 DfT Commercial Manager on West Midlands franchise



- 4 The WMSBU Manager shall be based predominantly in the West Midlands, with co-location at Great Minster House as required and as workload dictates
- 5 WCSBU Manager shall be based predominantly in Great Minster House but with regular travel to and time spent in the West Midlands as required and as workload dictates
- 6 Accommodation in the West Midlands to be provided by WMR – likely to be 16 Summer Lane, Birmingham

#### Reporting

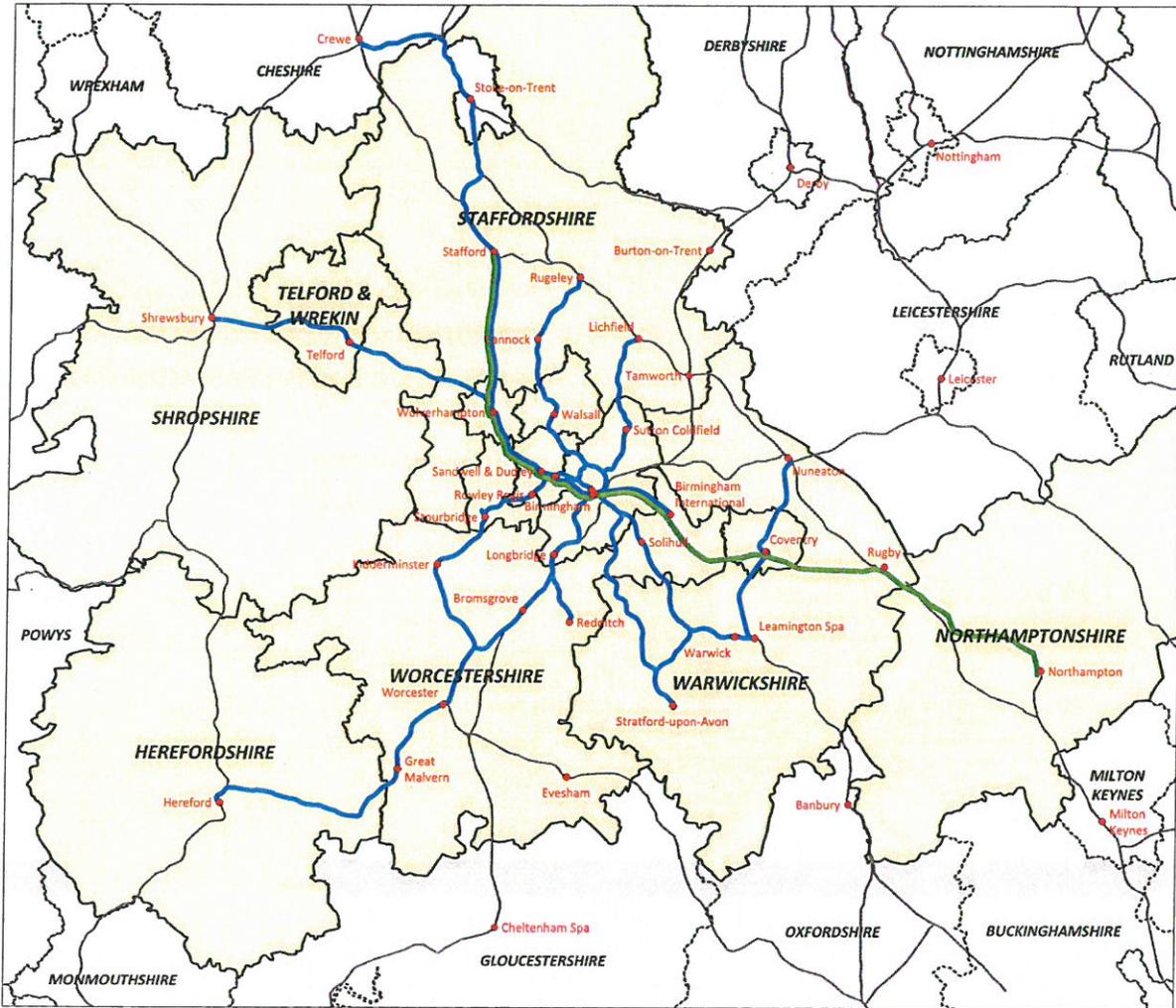
- 7 Quarterly franchise-wide report/meetings shall be held between the Commercial Manager, the WMR Director and both SBU Managers
- 8 Business unit reporting/meetings shall be held during each reporting period between both SBU Managers (each to lead for their SBU)

Schedule 4

Part 1 - Separable Business Units Map



## Part 2 - WMR Area Map



## Schedule 5

### Funding Outputs

#### 1 Year 1 Outputs

- 1.1 Recruit WMR Director, WMR Business Unit Manager and WMR Contract/Admin Support;
- 1.2 Establish WMR company structure, office space and support services;
- 1.3 By Q1 2018/19 prepare first version of the Business Plan and within this define the targets for marketing;
- 1.4 Establish relationship with the franchisee including regular attendance in shadow form at 2017 WM Franchise Agreement review meetings;
- 1.5 Support the set-up of the Separable Business Units and establish structures for formal West Midlands Separable Business Unit reporting by the date required in the 2017 WM Franchise Agreement; and
- 1.6 Attendance at the Strategic Board.

#### 2 Year 2 and Future Years

- 2.1 Confirm staff (WMR Director, WMR Business Unit Manager and WMR Contract/Admin) are in-post;
- 2.2 Report progress against the Business Plan;
- 2.3 Update the Business Plan on an annual basis; and
- 2.4 Attendance at the Strategic Board.

#### 3 General

- 3.1 Establish clear roles and responsibilities regarding the services to be provided under the 2017 WM Franchise Agreement and the Separable Business Unit monitoring and management;
- 3.2 Establish meeting structure to monitor the outputs of the Separable Business Units; and
- 3.3 Ensure that obligations are understood and processes in place to manage outputs and outcomes to be consistent with the Purpose and Objectives of this Agreement.





## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13<sup>TH</sup> JULY 2021

### Cabinet Member with Responsibility for HR and Corporate Services: Councillor Mike Hallam

Report Title	OPUS – Governance and Delivery
Report Author	Sarah Reed, Executive Director – Corporate Sarah.reed@westnorthants.gov.uk

Contributors	Checkers	Approvers
West MO	Catherine Whitehead	23 <sup>rd</sup> June 2021
West S151	Martin Henry	21 <sup>st</sup> June 2021
Other Director/SME	Alison Golding	21 <sup>st</sup> June 2021

#### List of Appendices

None

#### 1.0 Purpose of Report

1.1 The purpose of this report is to set out the previous arrangements in place between Northamptonshire County Council (NCC) and Opus People Solutions (OPUS), which was an agreed part of the North (NNC) and West (WNC) Blueprints. The report will also set out the proposed revised model of shareholding as a result of the changes which have taken place in Northamptonshire both in the Local Government Reorganisation which has abolished Northamptonshire County Council and created two new unitary Councils and the establishment of the Children's Trust which is also a user of Opus.

#### 2.0 Executive Summary

2.1 OPUS is a joint venture company that was set up as a shared service with several local government partners – Northamptonshire, Cambridgeshire (CCC) and Milton Keynes (MKC); within a model developed by Suffolk County Council (SCC).

- 2.2 OPUS was developed to ensure partners received value when they need to recruit temporary resource and positively manage this market and significant spend. This has been particularly prevalent under Covid times and with the demands of Local Government Reorganisation and the changes impacting on Northamptonshire's two new councils. Although the council continues to directly employ its own workforce, it sometimes needs to engage some level of employed and temporary and agency resource. OPUS also provides the opportunity to recruit locally, initially on the basis of a fixed term temporary contracts which can then easily be converted into permanent posts.
- 2.3 Prior to Vesting Day, both Shadow Authority Executives formally agreed that OPUS shall be the provider of agency resource for the new unitary councils and the transition has already been implemented to ensure all sovereign councils were using OPUS. They act as a direct supplier as well as co-ordinating with a wide range of other agencies to source temporary employees.
- 2.4 To ensure the joint venture recognises the abolition of NCC and the creation of NNC, WNC and NCT, the agreements in place require amendments to reflect the new entities.

### **3.0 Recommendations**

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- 3.1 It is recommended that Cabinet:
- a) Note the decisions made by Milton Keynes Council and Cambridgeshire County Council in relation to the Shareholding.
  - b) Agree to the addition of the Northamptonshire Children's Trust as a new shareholder of Opus.
  - c) Agree to the proposed changes to the shareholding of each of the existing shareholders
  - d) Agree to the proposed amendments to the Dividend Policy
  - e) Agree to delegate responsibility for the negotiation on behalf of West Northamptonshire Council of a revised Shareholder agreement to the Executive Director of Corporate Services.

### **4.0 Reason for Recommendations**

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- 4.1 To ensure that Opus shareholding reflects the changes brought about through Local Government Reorganisation and the creation of the Northamptonshire Children's Trust.
- 4.2 To support the continuation of Opus in order that West Northamptonshire Council will have greater influence over the quality and pay of agency workers, achieve financial savings by reducing agency costs and achieve a continued supply of agency workers to support the ongoing efficient delivery of staff to the Council
- 4.3 To enable the Head of Paid Service to have arrangements in place to meet the fluctuating demands of the Council.

### **5.0 Report Background**

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## **5.1 Overview**

5.1.1 OPUS is a wholly owned local authority trading company, (Cambridgeshire, Northamptonshire, Milton Keynes and the founding council, Suffolk), employing professional recruitment staff. OPUS has been supplying temporary workers since 2004 and was formed as a company in 2015. Opus is an ethical employer and pays its staff at least the living wage and has no staff on zero hours contracts. All workers engaged via Opus on behalf of WNC are paid in line with our organisational policy which is not determined by Opus and again none of these workers are on zero hours contracts.

5.1.2 In 2016, in partnership with the Head of Procurement of LGSS work was undertaken to develop a joint venture partnership with the intention to:

- Have greater influence over the quality and pay of agency workers
- Achieve financial savings by reducing agency costs
- Achieve a continued supply of agency workers

The objectives set out (as detailed above) have been achieved since inception.

5.1.3 In November 2016 NCC Cabinet gave approval to:

- Proceed with the creation of the new agency recruitment company and for NCC to be a part owner of that that company alongside (CCC) and OPUS
- For the new company to provide temporary agency workers into NCC
- Delegated authority to the LGSS Managing Director to set up the joint arrangements and appropriate company structures to ensure continuity of supply of agency workers into NCC in the future
- The Cabinet Paper in November 2016 also summarised a number of other options including the option to go to the market to secure a new provider that was discounted as being unlikely to meet the three objectives detailed above.

5.1.4 Cambridgeshire County Council (CCC) became a shareholder in the joint venture in January 2017. This was closely followed by Northamptonshire County Council (NCC) who became a shareholder in August 2017 and Milton Keynes Council (MKC) joined as a shareholder in September 2018.

5.1.5 The joint venture relies on Teckal exemptions under Public Contracts Regulations, which has been validated by legal teams across all shareholding authorities (SCC, CCC, NCC and MKC).The joint venture organisational governance provides a seat on the board of directors for all shareholders and the existing Service Agreement term is until 8<sup>th</sup> January 2022 with the initial term being 4.5 years.

## **5.2 What has the joint venture delivered?**

5.2.1 The joint venture performance since going live in NCC is set out below. As well as supporting the strategic direction of NCC, and the structure changes in the organisation, OPUS made 814 placements in the 2020/21 financial year and as at 31 March 2021, 500 active placements were in place.

5.2.2 Of the placements made in 2020/21 (excluding social work), 88% were filled via OPUS' own talent pool where there was no requirement to utilise third party agencies. (OPUS also contract with over 150 other agencies to ensure choice but ensure that these agencies sign up to their

compliance checks). Placements supplied from the OPUS talent pool ensures control on quality and reduces the cost to the council.

5.2.3 Since the company has been incorporated the OPUS joint venture has realised the following financial performance:

<b>Financial year</b>	<b>Net profit / (loss)</b>	<b>Commentary</b>
2017/18	£131k (loss) (Actual)	Initial period, loss expected due to set-up costs. CCC – from Jan 17 NCC – from Aug 17
2018/19	£129k profit (Actual)	Set-up costs recovered MKC – from Aug 18
2019/20	£320k profit (Actual)	£200k dividend paid to Shareholders
2020/21	£407k profit ((Actual)	Increase demand due to Covid response roles. £330k dividend voted for shareholders
2021/22	£344k profit (Forecast)	

5.2.3 In addition to the financial performance of the joint venture, the councils have received the following benefits:

- 10% of annual spend on agency staff has been saved by the councils in the first 4 years, to March 2021.
- Strong relationships with operational management and the wider organisation via OPUS teams embedded on site, delivering quality recruitment solutions, at pace which provides significant savings to both the time and resource of CCC, NCC and MKC.
- Excellent customer satisfaction (96%), compliance (100%) and direct fill rate levels (88% direct fill rates outside of social work) across all sites (reported into board members and contract leads on a monthly and quarterly basis).
- Opus uphold and enforce CCC, NCC and MKC policies and processes and have supported the organisations through recruitment freezes, CEAP, ERP implementation & management of off-contract spend.
- Social work is one of the most challenging ‘hard to fill’ sectors, where demand outstrips supply, resulting in not one single agency being able to fill all roles. Opus is 1<sup>st</sup> in terms of supplying the highest number of qualified social workers in MKC and 2<sup>nd</sup> highest in CCC and NCC, only behind the largest national agency who operate under our supply chain on standardised terms. In addition to the excellent performance of providing quality compliant workers Opus robustly manage and regulate the supply chain.
- Significant and robust supply chain of over 150 agencies, all on standardised terms which enable OPUS to fill the all roles across all job categories, even in hard to fill areas

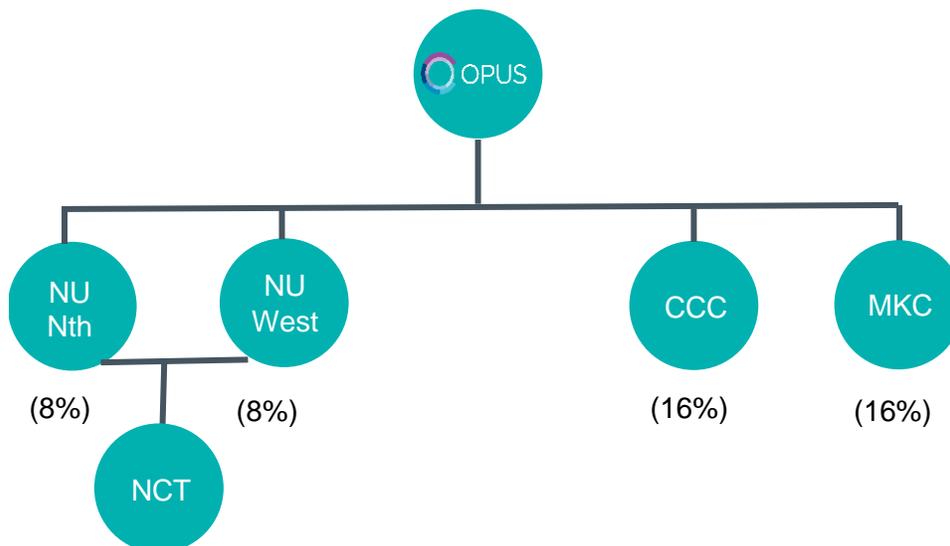
- The supply chain is managed via a Dynamic Purchasing System which enables new supply agencies to be added at any time which gives flexibility and opportunity to on-board local niche agencies
- Opus is working in partnership with NCT in relation to recruitment strategy and specific projects to gain improvements in recruitment and retention of qualified social workers, both permanent and temporary.
- Approximately 450 placements were set-up and transferred over to NNC and WNC on 1<sup>st</sup> April 2021, with a further 25 placements set-up in NNC on 16<sup>th</sup> May 2021.

### 5.3 Structure

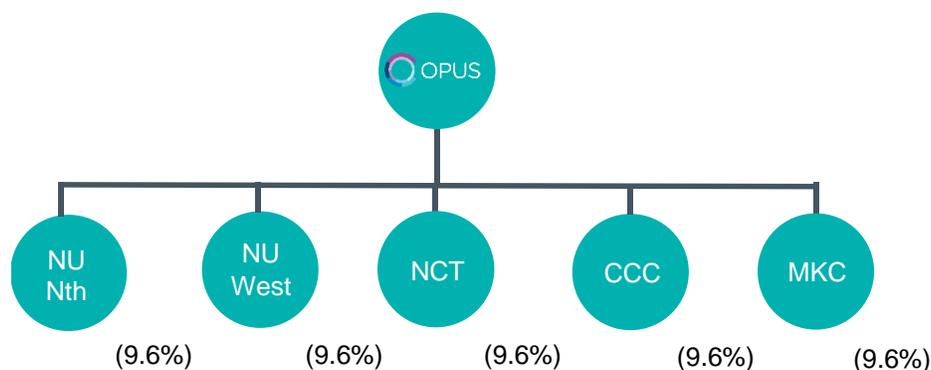
5.3.1 There have been negotiations with partners in the joint venture to reflect the Local Government Review in Northamptonshire, new customer bases and the transition from LGSS. This has included supporting NCT and working with our District and Boroughs in transitioning to OPUS.

5.3.2 In terms of the changes in NCC and the creation of 3 new entities, Opus continues to provide recruitment services to the new entities under the Successor Rights provision in place under the existing Services and Shareholder Agreements. Administrative amendments are required to the agreements to reflect NNC, WNC and NCT adopting the model for its agency requirements.

5.3.3 The following shows the proposed changes to the joint venture arrangements as well as the actions required. It is important to note, that there will be no change to each party's control in the joint venture as a result of these amendments. The current Shareholding structure is as shown the in diagram below:



The proposed amendments to shareholding would be as follows:



5.4.4 The dilution of shareholding being in CCC and MKC (16% down to 9.6 each) and increasing Northamptonshire partners overall shareholding from 16% to 28.8%.

5.4.4 The proposed shareholding changes have already been approved in CCC (March 2021) and in MKC (January 2021).

5.4.5 The Opus joint venture offers a shareholding in the business, including a right to a dividend and a seat on the Board which gives complete transparency of financial and operational performance, input and influence on the strategic direction of the company. In addition, there are a number of Reserved Matters where all shareholders must give approval. None of these change as a consequence of the proposed changes to individual shareholdings in the business.

## 5.5 Shareholding

5.5.1 In conjunction with these proposed shareholding amendments, the Opus Board also want to change the way that any future Dividends are distributed. Currently, once the Opus Board has approved that a Dividend will be a payable, all dividends are distributed in accordance with the relative shareholdings. In the future the Board are recommending that dividends are distributed on the basis of Gross Margin generated on the throughput of work by each of the shareholding entities.

5.5.2 Any profit and loss reserves as at 31 March 2021 will be allocated to the existing shareholders in line with the existing shareholding held. An element of reserves will be retained within the business for working capital purposes, however if distributed in the future, will be distributed on the existing shareholding prior to the changes which take effect from 1st April 2021.

5.5.3 This change will be beneficial to the Northamptonshire partners as this will recognise their contribution in terms of spend in the joint venture in recent times. The proposed dividend policy changes have already been approved in CCC (March 2021) and in MKC (January 2021).

## **6.0 Issues and Choices**

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6.1 The arrangements with OPUS are governed by individual service agreements that run until 8<sup>th</sup> January 2022. Choices with regard to OPUS and shareholding and dividend changes were part of the consideration, prior to vesting day.

## **7.0 Implications (including financial implications)**

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### **Resources and Financial**

As with any company, as a Shareholder, there are potential liabilities if a loss is made.

### **Legal**

Northamptonshire County Council was abolished on 1<sup>st</sup> April 2021 and the two new unitary Councils were created. The transition regulations transferred the assets and liabilities of NCC to the two new Councils on a 50/50 basis. The current shareholding is there for 8% for each Council.

The proposed changes will increase the shareholding from 8% to 9.6% which increases both the potential dividend and the potential liability of the Council.

On 1<sup>st</sup> November 2021 the Children's Trust was established which has taken over the Children's Service from NCC. As a result, the arrangements with Opus of the former NCC Children's Services have been taken over by the Children's Trust. The Trust are therefore proposed to become a new shareholding on an equal basis with the two new Councils.

As a result of these changes the existing Shareholder agreement would need to be amended to recognise NNC, WNC and NCT; Opus will lead on the drafting of these amendments to include the shareholding and dividend arrangements in negotiation with West Northamptonshire Council and the other Councils.

### **Risk**

The risk is that the council incurs additional financial liabilities if Opus is not successful. If these changes are not agreed there is a further risk that the Council will incur the costs of Opus through use but will not receive the dividend rewards, but the potential liabilities in the event of failure are also reduced.

### **Consultation**

Consultation has taken place with the other Councils. There is no requirement for formal consultation in relation to this report.

### **Consideration by Overview and Scrutiny**

None.

### **Climate Impact**

None.

### **Community Impact**

None

### **Equalities**

The Council is already involved in this arrangement and the proposed decision does not impact on those service arrangements and as a result there are no equalities impacts in relation to this report.

## **8.0 Background Papers**

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### **8.1 Blueprint Change Request – November 2020**



<b>Item no:</b> <b>To be added by</b> <b>Dem Services</b>
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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13<sup>th</sup> July 2021

### CLLR FIONA BAKER – MEMBER FOR FAMILIES & EDUCATION

<b>Report Title</b>	Variation of school admission arrangements for 2021/2022 and 2022/2023 due to the requirements of the new 2021 School Admissions Code
<b>Report Author</b>	Jan Baines, School Admissions Manager <a href="mailto:Jan.Baines@northnorthants.gov.uk">Jan.Baines@northnorthants.gov.uk</a>

Contributors/Checkers/Approvers		
<b>West MO</b>	Catherine Whitehead	
<b>West S151</b>	Martin Henry	
<b>Other Director/SME</b>	Cathi Hadley – Executive Director of Children’s Services	<b>30<sup>th</sup> June 2021</b>

#### List of Appendices

Appendix 1 – Admission criteria for Community and Voluntary Controlled Schools in West Northamptonshire for 2021/22

Appendix 2 - Admission criteria for Community and Voluntary Controlled Schools in West Northamptonshire for 2022/23

Appendix 3 – In-year Scheme

Appendix 4 – Proposed Fair Access Protocol

Appendix 5 – Draft School Admissions Code 2021. The Code can be accessed at:

<https://www.gov.uk/government/publications/school-admissions-code--2>

## 1. Purpose of Report

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- 1.1. To explain why the School Admission arrangements must be varied to comply with the new mandatory requirements of the new School Admissions Code (the Code) from September 2021.
- 1.2. To ask Cabinet to vary the admission arrangements for its schools as described in the report.

## 2. Executive Summary

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- 2.1 A draft School Admissions Code (and associated regulations) have been laid before Parliament for a 40-day period which is due to expire on 1 July 2021. After this, the new Code will come into force on 1 September 2021.
- 2.2 As the admission authority for Community and Voluntary Controlled (VC) Schools, it was the responsibility of Northamptonshire County Council (NCC) to determine the admission arrangements for its schools by 28 February in the preceding year. The admission arrangements for both 2021/2022 and 2022/2023 were determined by NCC Cabinet by the statutory dates. However, the admission arrangements for both 2021/2022 and 2022/2023 have to be varied to give effect to the statutory requirements of the new Code.
- 2.3 **Admission priority for children adopted from state care outside England.** The new Code requires admission authorities to vary the admission arrangements of their schools to include previously looked after children from abroad in schools' highest oversubscription admission criterion.
- 2.4 **In-year process.** There will be changes to clarify the decisions, responsibilities and procedures relating to in-year admissions. The local authority will adopt a new in-year co-ordination scheme for the schools for which it co-ordinates admissions. Outcomes for in-year applications should be achieved within 10 school days and must be achieved with 15 school days and the scheme proposed aims to meet the tighter time frames.
- 2.5 **Fair Access Protocol.** It is not a new requirement for the local authority to have a Fair Access Protocol (FAP) in place, though there are revised requirements for the FAP in the new Code. It remains the responsibility of the local authority to draw up the FAP but this must be done in consultation with schools. The LA will need to have a new FAP in place from 1 September 2021 when the new Code becomes law, to encompass wider categories of children – unplaced, vulnerable and those who are unable to secure a school place in-year.

## 3. Recommendations

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- 3.1 It is recommended that the Executive Committee:  
Determines the necessary variations to the admission arrangements for 2021/2022 and 2022/2023 as described below:

- a) To amend the first oversubscription criterion for all Community and VC Schools to give the highest priority to: ‘looked after children and all previously looked after children, including those children who appear (to the admission authority) to have been in state care outside of England and ceased to be in state care as a result of being adopted. Previously looked after children are children who were looked after but ceased to be so because they were adopted (or became subject to a child arrangements order or special guardianship order). All references to previously looked after children in this Code mean such children who were adopted (or subject to child arrangements orders or special guardianship orders) immediately following having been looked after and those children who appear (to the admission authority) to have been in state care outside of England and ceased to be in state care as a result of being adopted.’
- b) To agree that WNC’s new In-year scheme can be included in the admission arrangements;
- c) To approve the new FAP, subject to consultation with schools in West Northamptonshire.
- d) To authorise the Director of Children’s Services to take any action necessary to give effect to the admissions policies and to make any changes necessary to the admissions policies where required to give effect to any Acts, Regulations or revised School Admissions or School Admission Appeals Code or binding Schools Adjudicator, Court or Ombudsman decisions whenever they arise.
- e) Any variation agreed will be conditional on the Code passing through Parliament;
- f) All such variations should come into force on 1 September 2021.

3.2 The variations are necessary to comply with the statutory requirements of the School Admissions Code (2021). It is the duty of all admission authorities to act in accordance with the Code.

#### **4. Report Background**

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4.1 As the local authority, WNC is responsible for determining the admission arrangements for its schools. The admission arrangements for Community and Voluntary Controlled Schools for the academic years 2021/2022 and 2022/2023 were determined by Cabinet at NCC by 28 February in the relevant year (in compliance with the Code).

4.2 A new School Admissions Code will come into effect on 1 September 2021 meaning that variations to the determined arrangements 2021/2022 and 2022/2023 will be necessary to ensure compliance with the new Code.

#### **5. Issues and Choices**

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5.1 It is necessary to vary the 2021/2022 and 2022/2023 admission arrangements (previously determined) of schools for which NNC admission authority (i.e. Community and VC schools) in order to comply with the new Code which will come into force on 1 September 2021.

5.2 The 2021 School Admissions Code (the Code) requires children who appear (to the admission authority) to have been in state care outside of England and ceased to be in state care as

result of being adopted to be given equal first priority in admission arrangements, alongside looked after children (LAC) and children who were previously looked after by English local authorities (PLAC). The DfE advice to admission authorities refers to these children as internationally adopted previously looked after children – “IAPLAC”.

- 5.3 Paragraph 1.7 of the new Code will require that highest priority is given to “looked after children and all previously looked after children, including those children who appear (to the admission authority) to have been in state care outside of England and ceased to be in state care as a result of being adopted”. State care is further defined as being in the care of public authorities, religious authorities or other organisations that act in the public benefit and could encompass a wide range of institutions.
- 5.4 This new provision will necessitate variations to determined admission arrangements to take effect from 1 September 2021. West Northamptonshire Council (WNC) will need to vary the admission arrangements for its schools for 2021/22 (which would have been determined by 28 February 2020) and their admission arrangements for 2022/23 (which would have been determined by 28 February 2021). Without these variations, admission arrangements that have already been determined will no longer comply with the Code from this date.
- 5.5 Paragraph 3.6 of the current School Admissions Code (2014) states that once admission arrangements have been determined for a particular school year, they cannot be revised by the admission authority unless such revision is necessary to give effect to a mandatory requirement of the Code.
- 5.6 The proposed variations described in this report will be necessary to comply with a mandatory requirement of the Code, so it will not be necessary to refer a variation request to the Schools Adjudicator (in respect of maintained schools).

## **6. Implications (including financial implications)**

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### **6.1 Resources and Financial**

- 6.1.1 There are no resources or financial implications arising from the proposals.

### **6.2 Legal**

- 6.2.1 The proposed variations to the 2021/22 and 2022/23 admission arrangements are necessary and required by law. If they were not made, the admission arrangements for WNC schools would not be in compliance with the School Admissions Code and the council would be in breach of the School Standards and Framework Act 1998 (as amended).

### **6.3 Risk**

6.3.1 There are no significant risks arising from the proposed recommendations in this report. However, WNC would be in breach of the School Standards and Framework Act 1998 (as amended) if these proposed variations were not made.

#### 6.4 **Consultation**

6.4.1 The proposed variations described in this report will be necessary to comply with a mandatory requirement of the Code, so it will not be necessary to go through the normal process of consultation for School Admissions.

#### 6.5 **Consideration by Overview and Scrutiny**

6.5.1 N/A

#### 6.6 **Climate Impact**

6.6.1 The proposed variations have no climate impact.

#### 6.7 **Community Impact**

6.7.1 The proposed variations have no community impact.

### **7. Background Papers**

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7.1 In addition to the information presented in the appendices, the School Admissions Regulations (The School Information (England) (Amendment) Regulations 2021) can be accessed via the following link:

<https://www.legislation.gov.uk/uksi/2021/570/contents/made>

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## Admission arrangements for Community and Voluntary Controlled schools in West Northamptonshire (2021 intakes)

### 1. Admission Authorities

Different types of schools have different admission authorities. As shown below in **Table 1**, the local authority (WNC) is responsible for determining the admission arrangements of Community and Voluntary Controlled schools.

Type of school	Who is the Admission Authority?
Academy/Free School/UTC	Academy Trust
<b>Community Schools</b>	<b>Local Authority</b>
Foundation Schools	Governing Body
Voluntary Aided (VA) Schools	Governing Body
<b>Voluntary Controlled (VC) Schools</b>	<b>Local Authority</b>

**Table 1:** Admission authorities and school type (governance)

For details of the admission arrangements of all other types of school, please refer to WNC's primary<sup>1</sup> and secondary<sup>2</sup> composite prospectuses. Both documents can be downloaded/viewed on the WNC website (direct links to these documents are also provided in footnotes 1 and 2).

### 2. The 'Relevant Area'

The School Standards & Framework Act<sup>3</sup> (1998) requires local authorities to define the parameters of a 'relevant area'<sup>4</sup> and undertake consultation on this<sup>5</sup>. Admission Authorities *must* ensure that they consult on their proposed admission arrangements within all parts of the 'relevant area'.

For the 2021 intakes, the local authority is **not** proposing to make any changes to the admission arrangements for its schools or to the 'relevant area' (e.g. the county of Northamptonshire and neighbouring/bordering contiguous local authorities). 2021 admission arrangements and the 'relevant area' will remain the same as previously agreed by Northamptonshire County Council's Cabinet in January 2018.

<sup>1</sup> [Applying for a Primary School place in Northamptonshire - 2021-22](#)

<sup>2</sup> [Applying for Secondary School place in Northamptonshire 2021-22](#)

<sup>3</sup> [The School Standards & Framework Act \(1998\)](#)

<sup>4</sup> This is defined as (a) the area of the local education authority; or (b) if regulations so provide, such other area (whether more or less extensive than the area of the local education authority) as may be determined by or in accordance with the regulations. (School Standards and Framework Act, 1998: 68, S3 (a) (b) Education (Relevant Areas for Consultation on Admissions Arrangements) Regulations, 1999).

<sup>5</sup> [The Education \(Relevant Areas for Consultation on Admissions Arrangements\) Regulations, 1999](#)

### 3. Community and Voluntary Controlled primary schools in West Northamptonshire

Community and Voluntary Controlled Primary schools in West Northamptonshire are organised into different generic groups. The schools in each of these groups generally share the same oversubscription criteria, although other features of a school's admission arrangements may vary from school to school (e.g. the Published Admission Number (PAN), SIF forms). The groups are as follows:

- Community Primary Schools – urban
- Community Primary Schools – rural
- Community Infant Schools – rural
- Community Junior Schools – rural
- Community Primary Schools – urban with linked area
- Community Junior Schools – urban with linked area

The oversubscription criteria for each of these groups is discussed on the following pages, along with details of the schools within the group.

#### 3.1 Community Primary Schools – Urban

SCHOOL	PAN	SCHOOL	PAN
Abbey Primary School , The	60	Hunsbury Park Primary School	60
Barry Primary School	60	Kingsley Primary School	60
Boothville Primary School	90	Kingsthorpe Grove Primary School	60
Bridgewater Primary School	90	Kingsthorpe Village Primary School	30
Chiltern Primary School	60	Lyncrest Primary School	30
Delapre Primary School	90	Millway Primary School	60
Duston Eldean Primary School	60	Vernon Terrace Primary School	30
Earl Spencer Primary School	60	Whitehills Primary School	60
Hopping Hill Primary School	60		

Places will be allocated to pupils who have an Education, Health and Care (EHC) plan which names the school as the appropriate provision.

#### Oversubscription Criteria

Where there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including Internationally adopted previously looked after children
2. Children with a sibling (brother or sister) continuing at the school at the time of admission of the child
3. Children who live closer to the preferred school than any other school
4. Other children

### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

## 3.2 Community Primary Schools – rural

SCHOOL	PAN	SCHOOL	PAN
Ashton CE Primary School	8	Harpole Primary School	30
Blisworth Community Primary School	30	Helmdon Primary School	18
Bramptons Primary School, The	13	John Hellins Primary School	30
Broughton Primary School	10	Maidwell Primary School	10
Brixworth CEVC Primary School	75	Overstone Primary School	30
Bugbrooke Community Primary School	45	Pattishall CE Primary School	27
Clipston Endowed VC Primary School	20	Paulerspury CE Primary School	20
Cogenhoe Primary School	30	Pitsford Primary School	10
Cosgrove Village Primary School	9	Rothersthorpe CE Primary School	15
Crick Primary School	30	Syresham St. James CE Primary School	15
Croughton All Saints CE Primary School	25	Walgrave Primary School	24
Denton Primary School	19	West Haddon Endowed CE Primary	30
East Haddon CE Primary School	10	Whittlebury CE Primary School	12
Flore CE Primary School	20	Yardley Gobion CE Primary School	20
Gayton CE Primary School	12	Yardley Hastings Primary School	15

SCHOOL	PAN	SCHOOL	PAN
Greatworth Primary School	15	Yelvertoft Primary School	20
Harlestone Primary School	8		

Places will be allocated to pupils who have an Education, Health and Care (EHC) plan which names the school as the appropriate provision.

#### Oversubscription Criteria

Where there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including internationally adopted previously looked after children
2. Children who live in the linked area(s) of the relevant schools
3. Children with a sibling (brother or sister) continuing at the school at the time of admission
4. Other children

#### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

#### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

### 3.3 Community Infant School – rural

SCHOOL	PAN
Long Buckby Infant School	54

Places will be allocated to pupils who have an Education, Health and Care (EHC) plan which names the school as the appropriate provision.

#### Oversubscription Criteria

Where there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including internationally adopted previously looked after children
2. Children who live in the linked area

3. Children with a sibling (brother or sister) continuing at the school or the linked junior school (Long Buckby Junior School) at the time of admission
4. Other children

#### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

#### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

### 3.4 Community Junior School – rural

SCHOOL	PAN
Long Buckby Junior School	54

Places will be allocated to pupils with an Education, Health and Care (EHC) plan which names the school as the appropriate provision.

#### Oversubscription Criteria

Where there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including internationally adopted previously looked after children
2. Children who live in the linked area
3. Children with a sibling (brother or sister) continuing at the Junior School at the time of admission
4. Children who attend the linked Infant School
5. Other children

#### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

#### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

### 3.5 Community Primary Schools – urban (with linked area)

SCHOOL	PAN
The Grange School (Daventry)	60

Places will be allocated to pupils who have an Education, Health and Care (EHC) plan which names the school as the appropriate provision.

#### Oversubscription Criteria

When there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including internationally adopted previously looked after children
2. Children who live in the linked area
3. Children with a sibling (brother or sister) continuing at the school at the time of admission
4. Children who live closer to the school than any other school
5. Other children

#### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

#### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

### 3.6 Community Junior Schools – urban (with linked area)

SCHOOL	PAN
Brackley CE Junior School	60

Places will be allocated to pupils who an Education, Health and Care (EHC) plan which names the school as the appropriate provision

#### Oversubscription Criteria

Where there are more applications for places than there are places available, priority will be given in the following order:

1. Looked after children and all previously looked after children including internationally adopted previously looked after children
2. Children who live in the linked area
3. Children with a sibling (brother or sister) continuing at the school at the time of admission
4. Children who attend the linked Infant School(s)
5. Children who live closer to the school than any other school
6. Other children

#### Allocation of places up to PAN (Published Admission Number)

If the Published Admission Number (PAN) is exceeded within any criterion, priority will be given to those who live closest to the school. For more information, please see “Allocation of places up to PAN” in the Glossary.

#### Tie-breaker

Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place.

## 4. Glossary

### Definitions and Explanation of Terms

#### Admission Authority

This is the body responsible for deciding a school’s admission arrangements.

- West Northamptonshire Council is responsible for Community and Voluntary Controlled schools.
- The Governing Body is responsible for Voluntary Aided, Foundation and Free Schools.
- The Academy Trust is responsible for Academy schools.

#### Age range

This means the ages of children who attend the school e.g. primary school age range is 4–11 years of age.

#### Allocation of places up to PAN (Published Admission Number)

Where the number of applications exceeds the Published Admission Number (PAN) for a particular school, applicants will be ranked according to the over-subscription criteria for the school.

Where there are more children in a particular criterion than there are places remaining to take the school up to its PAN, the children are ranked according to the distance from their home address to the preferred school or their nearest alternative school, depending on the school and the criterion in question. Please note, some schools do not use distance to rank applicants at all and may use random allocation.

- **Distance ranking Type 1:** Children who live closest to the school.

7

The distance from each applicant's home address to the preferred school will be measured (see below for information on how measurements are carried out). The children will then be ranked according to these measurements with those living closest to the school at the top of the list. Children will then be allocated places in this order, until the PAN is reached.

- **Distance ranking Type 2:** Children who live furthest from their nearest alternative school. The distance from each applicant's home address to all nearby schools will be measured to establish which school is closest to their home address (not including the preferred school). The children will then be ranked according to the measurements to their nearest alternative school, with those living furthest away from their nearest alternative school at the top of the list. Children will then be allocated places in this order until the PAN is reached. This way of ranking children is used to ensure that the majority of children have a reasonable distance to travel to school.

An alternative school is one at which a place could have been allocated as an alternative to the preferred school. The nearest alternative school will be the closest school to applicant's home address, not including the preferred school for which the child is being ranked. The nearest alternative school does not have to be one of the stated preferences and may be different for each child depending on where they live.

Please note: Single sex schools and schools which allocate places on the basis of religious allegiance are not regarded as alternative schools.

To ensure consistency in the allocation process, late applications processed after National Offer Day will still have distances measured to their nearest alternative school if necessary, regardless of whether or not there are places remaining at that alternative school.

Unless otherwise stated, distances are measured from the address point of the home address to the address point of the school on a straight-line basis, using a geographical information system. Address points are determined by Eastings and Northings points. Each address has a unique address point established by the most valuable elements from the National Land and Property Gazetteer (NPLG), Ordnance Survey Master Map, Royal Mail Postal Address File and The Valuation Office Agency. An address point for a property does not change.

### Appeal Panel

This is an independent panel which hears appeals relating to school admissions decisions.

### Application form (Common Application Form, CAF)

This is the form provided by the Local Authority which enables parents to express their preferences for a place at any state funded school, with a maximum of 3 preferences in rank order, allowing them to give reasons for their preferences.

## Children in public care or previously in public care (see Looked After Children)

### Closest school

A number of schools use 'Children who live closer to the preferred school than any other school' (or similar) as an oversubscription criterion when there are more applicants than there are places.

Each applicant's closest school will be determined using the GIS (see definition in Glossary).

Faith Schools are **not** included when determining a child's closest school.

### Community schools

The local authority (West Northamptonshire Council) is responsible for the admission arrangements at these schools.

### Coordinated Scheme

The process by which local authorities coordinate the distribution of offers of places for schools in their area. All local authorities are required to coordinate the normal admissions rounds for infant, primary, junior and secondary schools in their area.

### Department for Education (DfE)

This is the government department responsible for education.

### DfE number

These are unique numbers which are allocated to (a). All local authorities (the DfE number for West Northamptonshire LA is 941) and (b). Individual schools – each school has a four digit DfE number which provides a unique point of identification.

### Education, Health and Care (EHC) Plan

Children who have an Education, Health and Care (EHC) Plan which names a particular school as offering the appropriate provision, are given the highest priority when school places are allocated.

### Equal Preferencing

This is the process that admission authorities must use to consider all applicants that state a preference for a school, regardless of whether it is their first, second or third preference.

### Faith schools

These schools can be Voluntary Aided Schools, Free schools, Academies etc., but are associated with a particular religion. Faith schools are mostly run like other state schools. They have to follow the National Curriculum except for religious studies, where they are free to only teach about their own religion. The admissions criteria and staffing policies may be different too, although anyone can apply for a place.

Please Note: Faith Schools are not included when determining a child's closest school.

**Geographical Information System (GIS)**

This is the computer system the Local Authority uses to work out distances from home to school addresses. All distances are measured on a straight line basis from the child's home address point to the address point of the school unless the school states otherwise.

**Home address (child's)**

The permanent residence of the child at the closing date for applications.

**Infant class size**

The law requires that the size of an infant class (i.e. Reception, Year 1 or Year 2) is limited to 30 pupils per school teacher.

**Internationally Adopted Previously Looked After Children (IAPLAC)**

See definition for Previously Looked After Children

**In-year applications**

This is any application for a school place during the school year and/or an application for admission to a school at the start of the school year for any age group other than the normal year of entry.

**Late application**

This is any application form we receive after the closing date – after 5 p.m. on Monday 15 January 2020. Late applications will not receive an offer of a school place on National Offer Day but will be processed in the next round of allocations.

**Linked area**

Most rural areas, and some defined areas within urban West Northamptonshire are 'linked' to certain schools. This means that some priority may be given under the school's admission criteria to children who live in these areas.

Please note that living in an area linked under a school's admission criteria does not, on its own, mean that free transport will be provided by the Council.

**Linked school (sometimes referred to as Feeder School)**

There are some infant schools which are linked to certain junior schools. Attendance at a linked infant school does not guarantee a place at the junior school, but may be one of the priorities used in the admission policy when determining the allocation of places, if the school is oversubscribed.

**Local Authority (LA)**

This is your local council, which has responsibility for schools and education in your local area.

**Looked After Children (LAC) (see also Previously Looked After Children)**

This refers to children who are (a) in the care of a local authority, or (b) being provided with accommodation by a local authority in the exercise of their social services functions (see the definition in Section 22 (1) of the Children Act 1989) at the time of application to a school.

The highest priority is given to Looked After children and Previously Looked After children (School Admissions Code, 2014: 10, notes 16-18).

**Oversubscription admission criteria**

This refers to the published criteria that an admission authority applies in order to decide which children will be allocated a place, when a school has more applications than places available.

**Own Admission Authority Schools (OAA Schools)**

Whereas the local authority is the Admissions Authority for Community and Voluntary Controlled schools, other school types (Academy, Free School, UTC, Foundation, Voluntary Aided) have their own admission authorities, e.g. the Academy Trust, or similar.

**Parent**

This refers to both individual parents as well as those with parental responsibility for a child, e.g. carers or guardians.

**Preferences**

These are the names of the three schools, in order of preference, for which you would like your child to be considered.

**Previously Looked After Children (PLAC) (see also Looked After Children - LAC)**

This refers to children who were looked after, but ceased to be so because they were adopted (or became subject to a child arrangements order or special guardianship order).

The highest priority is given to Looked After children and Previously Looked After children (School Admissions Code, 2014: 10, notes 16-18).

**Internationally adopted previously looked after children (IAPLAC)**

The 2021 School Admissions Code requires that highest priority must also be given to children who appear (to the admission authority) to have been in state care outside of England and ceased to be in state care as a result of being adopted.

**Public Care**

See definition for Looked After Children (LAC) and Previously Looked After Children (PLAC).

**Published Admission Number (PAN)**

The number of pupils that can be allocated to each year group as agreed with the Admissions Authority.

**Random Allocation**

The process where places are allocated randomly all applicants to be considered are given a unique number. The range of numbers is then entered into a randomiser which returns the numbers in a random order.

This order is then recorded and applicants will be ranked according to this randomly generated sequence.

**School year**

The period beginning with the first school term to begin after July and ending with the beginning of the first such term to begin after the following July, as defined by Section 579 of the Education Act 1996.

**Siblings**

A brother or sister living at the same address as the applicant (within a family unit) including adopted children, step-brothers, step-sisters and children in foster care.

**Sibling Link**

Some schools give priority to children whose brother(s) or sister(s) are already on roll at a preferred school. This is called a sibling link. The sibling may be required to be on roll at the preferred school on the date of application and/or the date of admission of the child for which you are applying. If a sibling secures a place at the school after an application has been submitted for the child, the parent/carer should advise the School Admissions Team as a sibling link may now exist.

If siblings live between two addresses, applicants must provide proof to show that the main address is the same for both children.

**Statements of Special Educational Needs (SEN)**

See definition for Education, Health and Care (EHC) Plans

**Summer born children**

A child reaches compulsory school age on the prescribed day following his/her fifth birthday (or on his/her fifth birthday if it falls on a prescribed day). The prescribed days are 31 December, 31 March and 31 August (e.g. a child born on 16 February 2016 reaches compulsory school age on 31 March 2021). The term 'summer born' refers to children born from 1 April to 31 August. These children do not reach compulsory school age until a full school year after the point at which they could first have been admitted, at the point at which other children in their age range are beginning Year 1.

The School Admissions Code (2014) allows parent(s)/carer(s) of summer born children to request that they are admitted outside their normal age group, into Reception rather than Year 1, if they feel that it would not be in their child's best interests to start school before he/she reaches compulsory school age.

Paragraph 2.17A of the School Admissions Code requires that, in any circumstance where a parent/carers requests their child is admitted out of their normal age group, the admission authority of the preferred school must make a decision on the basis of the circumstances of the case and in the best interests of the child concerned. They must also take into account the views of the Head teacher of the preferred school(s). Please note: The admission authority for all community and voluntary controlled schools is WNC, whereas the admission authority for Academies, Voluntary Aided, Foundation and Free Schools, is either the Governing Body (VA and Foundation Schools) or the Academy Trust (Academies and Free Schools).

Parent(s)/carer(s) of summer born children who could start school in September 2021, but wish to delay applying for a Reception place to start in September 2022, should make their request before 1 December 2020. This is to enable sufficient time for requests to be processed and, where a request is not agreed, for the family to have adequate time to make an application for a place for September 2021, before the deadline of 5 p.m. 15 January 2021.

**The following process will be followed for requests to delay entry to Reception for a whole school year for Northamptonshire schools:**

**Process for requesting delayed application**

If you have more than one preferred school, you can request a delay from each of the schools. The following steps will be required depending on the type of school you are applying for

**A) If your preferred school is a Community or Voluntary Controlled school:**

- 1) Parent(s)/carer(s) make a formal written request (with reasons for the request) to School Admissions at WNC (as this is the admission authority for these schools);
- 2) Parent(s)/carer(s) supply School Admissions with supporting information from a professional and/or Early Years practitioner if available, at the point of request;
- 3) School Admissions will consult with the Head teacher of the preferred school and take into consideration any evidence supplied in order to make a decision.

**B) If your preferred school is an Academy, Voluntary Aided, Foundation or Free School (or your preferred school is a Community or Voluntary Controlled school outside West Northamptonshire):**

- 1) Parent(s)/carer(s) make a formal written request (with reasons for the request) to the preferred school;
- 2) Parent(s)/carer(s) supply the school with supporting information from a professional and/or Early Years practitioner if available, at the point of request;

- 3) The preferred school will then approach their admission authority with the reasons and evidence supplied by the parent(s)/carer(s) so that a decision can be made (by the admission authority);
- 4) The request and written confirmation from the admission authority of the preferred school that they are in agreement with the parent(s)/carer(s) request to delay their application to Reception for a year, must be sent to School Admissions at WNC.

### What happens next?

If the admission authority of a school agrees to the parent(s)/carer(s) request to delay applying for a Reception place for a year, School Admissions will write to the parent(s)/carer(s) confirming that an application can be made in the following year. A copy of the letter sent by School Admissions to the parent(s)/carer(s) will be sent to the Head teacher of the school(s) concerned; the letter will highlight the potential risks/impact of making a delayed application which may include the following:

- The application will be processed as part of the normal admissions round in the following year, according to the oversubscription criteria of each school stated as a preference;
- While a school may agree to a delayed application, there is no guarantee that the child will be allocated a place at that school in the following admissions round as other children may have a higher priority within the school's oversubscription admission criteria. No additional priority will be given to an applicant applying under the summer born policy, nor will they be penalised;
- The local authority will make every effort to allocate a Reception place (rather than a Year 1 place). However, it may not be possible to allocate a Reception place at the parent(s)/carer(s) preference or at the local school. This is because WNC is not the admissions authority for all schools, and schools which are their own admission authority may not agree to the delayed entry;
- If we are unable to offer a place at one of your preferred schools, it **may** not be possible to offer a place in Reception at another school (as they will not have agreed to delayed application). In this case, you would be offered a place at a school in Year 1 at the nearest school with a place available.

If the request is not agreed, parent(s)/carer(s) will receive a letter from the admission authority of the preferred school providing reasons for refusal.

- Any complaints should be addressed to the admissions authority of the school in question;
- If parent(s)/carer(s) change their minds about wanting delayed entry by a whole school year, they may still apply by the national closing date for primary school admissions (15 January, 5 p.m.) in the normal admissions round to start in the September following their child's fourth birthday. If an application is received by 15 January, the parent/carer's previous request to delay until the following year would no longer apply. Applications received *after* 5 p.m. on 15 January (the closing date) will be treated according to the current WNC's late application policy;
- Parent(s)/Carer(s) who choose to delay entry by a whole school year will need to apply for a school place in the admissions round for the following year. It will not be possible to make

an application online. School Admissions will send a paper application form for parent(s)/carer(s) to complete;

- If a child is given an Education Health Care Plan (EHCP) after an agreement has been made with School Admissions to delay an application for a place in Reception, the EHCP will override any agreement made and will specify which school the child will attend and which year group the child will be in;
- Please note that other Local Authorities may have different arrangements for how they deal with Summer Born requests and this may affect you if you move to another county before taking up a school place in West Northamptonshire.
- Parent(s)/carer(s) who have made online applications for their normal cohort and have been offered a place in Reception, and then later change their minds and wish to delay their child's entry to Reception, should, in the first instance, discuss their options with the Head teacher of the allocated school. A request to delay applying for a Reception place for a summer born child will not be agreed if the reasons for the request are based on dissatisfaction with the place offered or if a place has not been offered at a preferred school.

### **Further considerations**

#### **Will your child move back to their normal year group?**

Once a child has been admitted to a school, it is for the head teacher to decide how best to educate them. This may, on occasion, include deciding that a child should be moved to higher or lower age group, including moving a child who has been admitted out of their normal age group, into their normal age group. This decision should only be made where there are sound educational reasons to do so and in consultation with the child's parents.

#### **Will there be a problem if you change school or when transferring to secondary school?**

If your child has been admitted out of their normal age group and then moves school, for example because you move house, you will need to make a new request for admission out of the normal age group if you want them to continue to be educated out of their normal age group. You will also need to make a new request when you apply for junior or secondary school;

The admission authority of the new school is not required to continue to educate your child out of their normal age group, but they should take account of the fact they have already been educated out of their normal age group when making their decision.

#### **What happens when a child reaches school leaving age in year 10?**

A child ceases to be of compulsory school age on the last Friday of June in the school year they turn 16. They are not legally required to attend school after this point. A summer born child who has been educated out of their normal age group will cease to be of compulsory school age at the end of year 10. This means they will be under no obligation to attend school in year 11 when most children take their GCSEs.

The school will not ask your child to leave because they are no longer of compulsory school age, but they may not be able to enforce their attendance.

#### **Will there be an effect on home to school transport?**

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Local authorities have a statutory duty to provide free home to school transport to eligible children. To be eligible, a child must be of compulsory school age. If your child is educated out of their normal age group, and is eligible for free home to school transport, they will stop being eligible before they finish secondary school. Local authorities can choose to continue to provide free transport at this point, but they are under no duty to do so.

**Will Alternative Provision still be available for children who are summer born delayed?**

Local authorities have a duty to make arrangements for the provision of suitable education, other than at a school, for children of compulsory school age who otherwise will not receive a suitable education, whether that is because they are ill, have been excluded, or for another reason. This duty will not apply in relation to a child who ceases to be of compulsory school age before they finish secondary school.

**What may be the impact on participation in extra-curricular activities?**

You may wish to consider whether your child will be able to participate in organised sports and extra-curricular events with their classmates. For example, some sporting organisations organise teams based on age. This may mean your child would be eligible for a different sports team than their classmates.

**Admission of children out of their normal year group (out of cohort)**

West Northamptonshire Council's policy is for children to be educated within their correct chronological year group, with the curriculum differentiated as necessary to meet the needs of individual children. This is in line with DfE guidance which states that "in general, children should be educated in their normal age group". If parent(s)/carer(s) believe that their child/children should be educated in a different year group they should, at the time of application, submit supporting evidence from relevant professionals working with the child and family stating why the child must be placed outside their normal age appropriate cohort. DfE guidance makes clear that: "it is reasonable for admission authorities to expect parents to provide them with information in support of their request – since without it they are unlikely to be able to make a decision on the basis of the circumstances of the case".

For Community and Voluntary Controlled schools, West Northamptonshire Council, as the admission authority, will decide whether or not the application will be agreed on the basis of the information submitted. Decisions will be made on the basis of the circumstances of each case and in the best interests of the child concerned. This will include taking account of the parent(s)/carer(s) views; information about the child's academic, social and emotional development; where relevant, their medical history and the views of a medical professional; whether they have previously been educated out of their normal age group; and whether they may naturally have fallen into a lower age group if it were not for being born prematurely. Admission authorities must also take into account the views of the head teacher of the school concerned. When informing a parent/carers of their decision on the year group the child should be admitted to, the admission authority must set out clearly the reasons for their decision.

There is no guarantee that an application will be accepted. If the application is refused, this does not constitute a refusal of a place and there is no right to an independent statutory appeal. Similarly, there is no right of appeal for a place in a specific year group at a school. The internal management and organisation of a school, including the placement of pupils in classes, is a matter for the Head teacher and senior leadership of individual schools. The Governing Body/Academy Trust of schools, which is responsible for their own admissions arrangements (academies, Voluntary Aided, Foundation and Free Schools) are responsible for making decisions about applications for places in their schools.

### Supplementary Information Form (SIF)

This is an additional form which needs to be completed for certain schools before they are able to allocate school places. The completed SIFs must be returned directly to the schools themselves.

### Tiebreaker

All admission arrangements must include an effective, clear and fair tie-breaker to decide between two applications that cannot otherwise be separated. Where two or more applications cannot otherwise be separated, random allocation will be used to decide which applicant should be allocated a place. This process will be independently verified.

### Transfer applications at normal transfer time in Northamptonshire

This is any application for a child to start school at the normal point of entry at the beginning of the school year in September, as illustrated below:

Primary School	Reception
Infant School	Reception
Junior School	Year 3
Secondary School	Year 7
UTC	Year 10

### Waiting lists

A list of children held and maintained by the admission authority when the school has allocated all of its places, on which children are ranked in priority order against the school's published oversubscription criteria.

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# WEST NORTHAMPTONSHIRE COUNCIL

## FAIR ACCESS PROTOCOL - proposed for September 2021

### 1. Introduction

The Department for Education (DfE) has published a revised School Admissions Code 2021 (“the Code”) in May 2021, following a consultation exercise which ended in October 2020. Subject to parliamentary approval, the Code will be in force from 1 September 2021.

The 2021 Code aims to improve the operation of the admission process to ensure that vulnerable children are out of school for as short a time as possible. It is the responsibility of admission authorities to act in accordance with the Code and to ensure compliance with the Code’s new requirements. The key changes to the Code relate to: Looked After and Previously Looked After Children, In-year admissions and the Fair Access Protocol. In addition to these main areas, there are a number of minor policy and technical drafting changes.

### 2. Key Changes in the FAP in the Code (2021)

Details of the new and existing requirements of the FAP can be found in paragraphs 3.8 – 3.22 of the Code (2021).

- There is now a standard definition of ‘**challenging behaviour**’ and it will be for admission authorities to ensure that, prior to refusing a child under normal in-year admissions and referring an unplaced child for considered under the FAP, they have evidence to support the definition of challenging behaviour as described. (Footnote 76 to paragraph 3.10);
- Admission authorities must consider their duties under the Equality Act 2010 when refusing a child with challenging behaviour if the consequence of their disability is challenging behaviour (Footnote 77 to paragraph 3.10);
- Admission authorities can take account of reports from previous schools about children’s past behaviour as stated in paragraph 1.9(g) solely for the purpose of making a decision on whether it would be appropriate to refuse admission on the basis of challenging behaviour as described in paragraph 3.10. (Footnote 78 paragraph 3.10)
- The duty that all admission authorities must participate with the agreed FAP now includes the requirement for admission authorities to provide a **representative with delegated authority** from the admission authority to make allocation decisions - an exception to paragraph 2.7 in the Code (Paragraph 3.15 & Footnote 79);

- The list of children to be included in the new FAP has been extended. The groups of vulnerable/hard to place children to be included in the new FAP has been standardised and contains the only categories who will be supported through the FAP – i.e. there will be no local variation; all LAs must include the same groups of unplaced children in their FAPs and these children should only be considered under the FAP once it is demonstrated that reasonable measures have been taken to secure a place through the usual in-year admission process (Paragraph 3.17);
- Allocation decisions must be made within **20 school days** from the date when the child was referred to the FAP and arrangements should be made by admission authorities for the child to start as soon as possible (paragraph 3.21)

### 3. Fair Access Protocol – School Admission Code (2021) requirements:

**3.1** Each local authority must have a Fair Access Protocol (FAP) to ensure that \*unplaced and vulnerable children, and those who are having difficulty in securing a school place in-year, are allocated a school place as quickly as possible (paragraph 3.14) and within the **20** school days’ timeframe.

**\*WNC’s Definition of ‘Unplaced’** is a child who is residing in the county without a school place and could include:

- A child who has moved into the county;
- A child who has moved from one area of the county to another due to a change of address, where it is considered to be an unreasonable distance for a child to get to their current school e.g. a move from Towcester to Northampton;
- A child who is being electively home educated (EHE) by the parent/carer and where the EIP team have little evidence to support the view that an appropriate education is being provided;
- A child who is unable to return to their current school due to an exceptional circumstance/incident occurring out of school, but who has not been permanently excluded.

**3.2** The LA remains responsible for drawing up the FAP which must be consulted upon and developed in partnership with schools in the LA’s area and it must be agreed by the majority of schools;

**3.3** Once the FAP has been agreed, all admission authorities in the area must participate in it. Participation includes the requirement for admission authorities to provide a **representative with delegated responsibility** who is authorised to participate in discussions, make allocation decisions on placing children via the Protocol and admitting pupils when asked to do so in accordance with the Protocol, even when the school is full.

**3.4** Local authorities such as WNC must share information with admission authorities, giving reasonable notice of FA meetings and information about how and when discussions around the placement of children via the Protocol will take place (Paragraph 3.15 & Footnote 79).

- 3.5** West Northamptonshire Council's Fair Access Protocol has been written by the LA (School Admissions), in partnership with colleagues in the Education, Inclusion and Partnerships (EIP) Team and the Protocol Steering Group (PSG). The Protocol Steering Group is composed of representatives from: (i) School Admissions; (ii) EIPT and (iii) a representative from each of the secondary schools in distinct geographical areas of the West Northamptonshire.
- 3.6** Regular FA Panel meetings are held at a time and venue to suit all parties and are expected to take place every 4 weeks in order to discuss the cases with representatives from schools in the area who are authorised to make decisions regarding appropriate school placements. FA Panels may have to meet more frequently in order to comply with the timescales required by the School Admissions Code (2021);
- 3.7** The operation of the FAP is in accordance with the requirements of the School Admissions Code (2021) and related guidance.
- 3.8** The LA has to ensure that no school - including those with places available – should be asked to take a disproportionate number of children who have been permanently excluded from other schools, who display challenging behaviour, or who are placed via the FAP. Fair Access Protocols must also set out how the needs of children who have been permanently excluded, and children for whom mainstream education is not yet possible, will be met (Paragraph 3.16) This paragraph is as follows;  
WNC's Education Inclusion and Partnership (EIP) Team holds a weekly panel (Social Inclusion Panel – SIP) where the needs of children being presented by School Admissions at the Fair Access Panel can be considered and support identified for these groups of children. The support will range from the services of an Inclusion Officer to a placement in an alternative provision, depending upon the needs of the children
- 3.9** Eligibility for the Fair Access Protocol does not limit a parent's right to make an in-year application to any school for their child. Admission authorities must process these applications in accordance with their usual in-year admission procedures (as set out in paragraphs 2.23-2.31 and West Northamptonshire's In-Year Scheme). They must not refuse to admit such children on the basis that they may be eligible to be placed via the FAP. The parent will continue to have the right of appeal for any place they have been refused, even if the child has been offered a school place via the Fair Access Protocol (Paragraph 3.18)
- 3.10** There is no duty for local authorities or admission authorities to comply with parental preference when allocating places through the Fair Access Protocol, but parents' views should be taken into account (Paragraph 3.19). Due consideration will therefore be made to parental preference when discussions with admission authorities in regards to the identified school are being made.
- 3.11** Fair Access Protocols should seek to place a child in a school that is appropriate to any particular needs they may have. The Fair Access Protocol must not require a school automatically to admit a child via the Fair Access Protocol, in place of a child permanently excluded from the school (Paragraph 3.20)
- 3.12** Where it has been agreed that a child will be considered under the Fair Access Protocol, a school place must be allocated for that child within 20 school days. Once the allocation of a school place via the Fair Access Protocol had been decided, arrangements should be made

by the admission authority to ensure the child starts at the school as soon as possible (Paragraph 3.21);

- 3.13** In the event that the majority of schools in an area can no longer support the principles and approach of their local Fair Access Protocol, a review must be facilitated. An urgent meeting of the Protocol Steering Group will be convened to examine the issues to find a suitable resolution. (Paragraph 3.22). The existing Fair Access Protocol will remain binding on all schools in the local area until the point at which a new one is adopted.
- 3.14** The FAP will remain binding on all school in the local area until the point at which a new one is adopted.

#### **4. Determining that cases qualify as Fair Access**

All in-year applications received by the School Admissions team from parents/carer's, will follow normal in-year admission procedures as described in **West Northamptonshire** Council's In-year Co-ordination Scheme.

There are some important factors when considering in-year applications:

- 4.1 Where a child has been permanently excluded from two or more schools** there is no need for an admission authority to comply with parental preference for a period of two years from the last exclusion<sup>75</sup>.

The twice excluded rule does not apply to the following children:

- a) children who were below compulsory school age at the time of the permanent exclusion;
- b) children who have been reinstated following a permanent exclusion (or would have been reinstated had it been practicable to do so);
- c) children whose permanent exclusion has been considered by a review panel, and the review panel has decided to quash a decision not to reinstate them following the exclusion; and
- d) children with Education, Health and Care Plans naming the school (Paragraph 3.8);

- 4.2** Admission authorities must not refuse to admit a child on behavioural grounds in the normal admissions round or at any point in the normal year of entry, except for where paragraph 3.8 applies (Paragraph 3.9)

- 4.3** Where an admission authority receives an in-year application for a year group that is not the normal point of entry and it does not wish to admit the child because it has good reason to believe that the child may display \*challenging behaviour, it may refuse admission and refer the child to the Fair Access Protocol. (Paragraph 3.10).

**\* Definition of Challenging Behaviour:**

Behaviour can be described as challenging where it would be unlikely to be responsive to the usual range of interventions to help prevent and address pupil misbehaviour or it is of such severity, frequency, or duration that it is beyond the normal range that schools can tolerate. We would expect this behaviour to significantly interfere with the pupil's/other pupils'

education or jeopardise the right of staff and pupils to a safe and orderly environment.

(Paragraph 3.10 Footnote 76)

However, a child with challenging behaviour may also be disabled as defined in the Equality Act 2010. When considering refusing admission on these grounds, admission authorities must consider their duties under that Act. Admission authorities should also consider the effect of the decision of the Upper Tribunal in *C & C v The Governing Body of a School, The Secretary of State for Education (First Interested Party) and The National Autistic Society (Second Interested Party)* (SEN) [2018] UKUT 269 (AAC) about the implications of the Equality Act 2010 when a pupil exhibits a tendency to physical abuse of other persons as a consequence of a disability (Paragraph 3.10 Footnote 77).

In order to evidence that a child has challenging behaviour, the LA will request information from the previous school regarding the child's previous history solely for the purpose of making a decision on whether it is appropriate for the admission authority to refuse admission under the normal in-year process as a result of challenging behaviour (Paragraph 3.10 Footnote 78).

- 4.4** An admission authority should only rely on the provision in paragraph 3.10 if it has a particularly high proportion of either: children with challenging behaviour or previously permanently excluded pupils on roll compared to other local schools and it considers that admitting another child with challenging behaviour would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.11).

If the decision by the admission authority is to refuse admission, the admission authority would have to provide evidence in writing to the Senior Admissions Officer for the area in order to comply with paragraph 3.11 above. The LA also has access to school data for all schools in its area, so a comparison could be made to the position of other local schools. The Senior Admissions Officer would then discuss the decision to refuse admission with the School Admissions Manager and, when appropriate, the decision would be discussed at a weekly Social Inclusion Panel meeting with colleagues, including Service Managers from the EIP team.

- 4.5** The provision in paragraph 3.10 cannot be used to refuse admission to looked after children, previously looked after children; and children who have Education, Health and Care Plans naming the school in question. (paragraph 3.12).

- 4.6** Admission authorities **must not** refuse to admit a child thought to be potentially disruptive, or likely to exhibit challenging behaviour, on the grounds that the child is first to be assessed for special educational needs. (paragraph 3.13).

## **5. Children who will be considered under the FAP**

Fair Access Protocols may only be used to place the following groups of vulnerable and/or hard to place children, where they are having difficulty in securing a school place in-year, and it can be demonstrated that reasonable measures have been taken to secure a place through the usual in-year admission procedures<sup>80</sup>. For example, where an application has been made to at least one school and this has been refused or the LA has confirmed there are no available places at any school within a reasonable distance (Paragraph 3.17):

- a) children either subject to a Child in Need Plan or a Child Protection Plan or having had a Child in Need Plan or a Child Protection Plan within 12 months at the point of being referred to the FAP<sup>81</sup>
- b) children living in a refuge or in other Relevant Accommodation at the point of being referred to the protocol;
- c) children from the criminal justice system;
- d) children in alternative provision who need to be reintegrated into mainstream education or who have been permanently excluded but are deemed suitable for mainstream education;
- e) children with special educational needs (but without an Education, Health and Care plan), disabilities or medical conditions;
- f) children who are carers;
- g) children who are homeless;
- h) children in formal kinship care arrangements as evidenced;
- i) children of, or who are, Gypsies, Roma, Travellers, refugees, and asylum seekers;
- j) children who have been refused a school place on the grounds of their challenging behaviour and referred to the Protocol in accordance with paragraph 3.10 of this Code;
- k) children for whom a place has not been sought due to exceptional circumstances as decided by the LA based on the circumstances of the case. School Attendance Orders may be included in this category – to be discussed with EIP and PSG.
- l) children who have been out of education for four or more weeks where it can be demonstrated that there are no places available at any school within a reasonable distance of their home. This does not include circumstances where a suitable place has been offered to a child and this has not been accepted; and
- m) previously looked after children for whom the local authority has been unable to promptly secure a school place.

## **6. Operation of the Fair Access Protocol in West Northamptonshire**

- 6.1** Once it has been determined that an in-year application meets the criteria for the FAP, School Admissions Officers will seek as much information as possible about the child from the previous education provision and/or other professionals;
- 6.2** Fair Access cases will then be added to the Fair Access meeting agenda and the cases presented to schools at area FA Panel / BAP meetings. The cases will be discussed with schools in the appropriate area so that a school which will admit the child can be identified. The agenda will be circulated to FA Panel members approximately 3 days prior to the meeting, dependent upon weekends or school holidays;

- 6.3 Where applicable, there may be other representatives /professionals at the meeting who have had some involvement with the child – see Terms of Reference for FA Panel Meetings;
- 6.4 As the 2021 Code specifies that school representatives at area Fair Access meetings must be authorised to make decisions on placing children via the Protocol, the decision regarding the identified school will be made at the meeting by all school representatives. (Paragraph 3.15);
- 6.5 Admission authorities should be admitting pupils when asked to do so in accordance with the Protocol, even when the school is full. (Paragraph 3.15);
- 6.6 Taking into account of both the needs of the child and those of the school, when identifying a school under the FAP, the following considerations will be made by members of the area FA Panel at the meetings when placing pupils:
- **Parental preference** – though there is no duty to comply with parental preference, the wishes of parents should be taken into account;
  - **The number of children allocated previously** to a particular school in an area under the FAP during the current term/academic year and into the same year group;
  - **The rank order** of schools in an area, determined by the points-based system used by the LA once a child has been allocated to a school. Each criterion for the FAP is weighted with a particular number of points;
  - **Previously attended schools** – consideration will be given to any previous serious breakdown in relationships between a school and the family including: a failed managed move, or strong views of parents/carers regarding the religious ethos of a school;
  - **Reasonable distance** to the identified school from the home address and availability of transport;
  - The recent admission into the same year group at the preferred school of a child with Statement of **Special Educational Needs (SEN)** or **Education Health & Care Plan (EHCP)** who has previously been permanently excluded or has significant additional needs and/or challenging behaviour issues;
  - **The recent admission into the same year group** at the preferred school of a **looked after child** with significant additional needs and/or challenging behaviour;
  - **The recent admission into the same year group** of the preferred school of a child with significant additional needs and/or challenging behaviour following an agreed and successful **managed move** with another school.
- 6.8 Following the meeting, a FAP letter, (together with any documents regarding the child’s previous history) and the points allocation sheet will be sent to the representative from the identified school; the letter will be copied to other professionals involved and the area representative from the Protocol Steering Group. It is expected that, following receipt of the FAP letter (via email), the identified school will make contact with the parent - and any professional where applicable - to arrange a meeting to discuss the admission arrangements without delay.
- 6.9 All allocations made under the FAP will be recorded and monitored by the Senior Admissions Officer responsible for In-year and Fair Access admissions for **West Northamptonshire** and data regarding the FAP will be provided to schools in an area on a termly basis.

## 7. Primary Age Children Meeting the Criteria of the FAP

The Fair Access Protocol will apply for children of primary school age who meet the criteria for the FAP.

## 8. Transport

Where a child has been placed at a school through the FAP, the entitlement to free transport will be assessed using WNC's Home to School Transport Policy. [Link](#)

## 9. Protocol Steering Group (PSG)

In West Northamptonshire, a Protocol Steering Group has been established to monitor the operation and effectiveness of the **West Northamptonshire** FAP. The PSG membership consists of:

- The School Admissions Manager;
- The Senior Admissions Officer responsible for Fair Access;
- A representative from secondary schools from the main school areas in West Northamptonshire – Northampton, Daventry, South Northamptonshire;
- The Service Manager for the Education Inclusion Partnership team.

The PSG meets up to three times per academic year (once in each term). If a school has any fundamental issues in relation to the operation of the FAP, they should refer their concerns to their area representative on the PSG, the Senior Admissions Officer responsible for Fair Access for West Northamptonshire, or the School Admissions Manager, so that the issues can be reviewed at the next PSG meeting.

At the beginning of each academic year, the School Admissions Technical Officer responsible for the collation of data which underpins the Fair Access points system, will provide the PSG with an annual report giving statistical information on the effectiveness of the FAP.

## 10. Powers of Direction

### 10.1 Local Authority Powers of Direction – General

A local authority has the power to direct the governing body of a maintained school for which they are not the admission authority to admit a child in their area even when the school is full. The local authority can only make such a direction in respect of a child in the local authority's area who has been refused entry to, or has been permanently excluded from, every suitable school within a reasonable distance. The local authority **must** choose a school that is a reasonable distance from the child's home and from which the child is not permanently excluded. It **must not** choose a sixth-form that selects by ability unless the child meets the selection requirements, or a school that would have to take measures to avoid breaking the rules on infant class sizes if those measures would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.23).

Before deciding to give a direction, the local authority **must** consult the governing body of the school, the parent of the child and the child if they are over compulsory school age. If,

following consultation, the local authority decides to direct, it **must** inform the governing body and head teacher of the school. The governing body can appeal by referring the case to the Schools Adjudicator within 15 days. If it does this, the governing body **must** tell the local authority. The local authority **must not** make a direction until the 15 days have passed and the case has not been referred (Paragraph 3.24)

If the case is referred to the Schools Adjudicator, the Schools Adjudicator may either uphold the direction, determine that another maintained school **must** admit the child or decide not to issue a direction. The Adjudicator's decision is binding. The Schools Adjudicator **must not** direct a school to admit a child if this would require the school to take measures to avoid breaking the rules on infant class sizes and those measures would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.25)

## **10.2 Local authority powers of direction (looked after children)**

A local authority also has the power<sup>86</sup> to direct the admission authority for any maintained school in England (other than a school for which they are the admission authority) to admit a child who is looked after by the local authority, even when the school is full. The local authority **must not** choose a school from which the child is permanently excluded but may choose a school whose infant classes are already at the maximum size<sup>87</sup>(Paragraph 3.26)

Before deciding to give a direction, the local authority **must** consult the admission authority of the school it proposes to direct. The admission authority **must** tell the local authority within 7 days whether it is willing to admit the child (Paragraph 3.27)

If, following consultation, the local authority decides to direct, it **must** inform the admission authority, the governing body (if the school is a voluntary controlled or community school), the local authority that maintains the school, and the head teacher. The admission authority can appeal by referring the case to the Schools Adjudicator within 7 days. If the child has been permanently excluded from two other schools and the most recent exclusion was within the previous two years, the governing body (if the school is a voluntary controlled or community school) may also refer the case to the Schools Adjudicator. The admission authority or governing body **must not** refer the case unless it considers that admitting the child would seriously prejudice the provision of efficient education or the efficient use of resources. If the admission authority or governing body does refer the case, it **must** notify the local authority that looks after the child. The local authority **must not** make a direction until the 7 days have passed and the case has not been referred.

If the case is referred to the Schools Adjudicator, the Schools Adjudicator may either uphold the direction or determine that another maintained school in England **must** admit the child. The Schools Adjudicator's decision is binding. The Schools Adjudicator **must not** direct an alternative school to admit a child unless the local authority that looks after the child agrees, nor if the child is permanently excluded from that school, nor if the admission of the child would seriously prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.28)

## **10.3 Secretary of State's power of direction (Academies)**

Where a local authority considers that an Academy will best meet the needs of any child, it can ask the Academy to admit that child but has no power to direct it to do so. The local authority and the Academy will usually come to an agreement, but if the Academy refuses to admit the child, the local authority can ask the Secretary of State to intervene. The Secretary of State has the power under an Academy's Funding Agreement to direct the Academy to

admit a child and can seek advice from the Schools Adjudicator in reaching a decision<sup>88</sup> (Paragraph 3.9)

The School Admissions Manager and Service Manager for the EIP team are responsible for resolving any disputes arising from the FA Panel meetings and further advice and guidance may be sought from the area member of the Protocol Steering Group.

## 11. Local authority reports

Local authorities **must** produce an annual report on admissions for all the schools in their area for which they co-ordinate admissions. **From 2022**, it **must** be published locally and sent to the Schools Adjudicator by **31 October** each year covering the prior academic year. The report **must** cover as a minimum:

- information about how admission arrangements in the area of the local authority serve the interests of looked after children and previously looked after children, children with disabilities and children with special educational needs, including any details of where problems have arisen;
- an assessment of the effectiveness of Fair Access Protocols including how many children were admitted to each school under it; and
- any other issues the local authority may wish to include.

**West Northamptonshire Council aims to establish excellent working relationships with all types of schools (maintained schools, academies, Free Schools, UTCs) in the West Northamptonshire area to ensure that we fulfil our legal obligations as defined in the School Admissions Code (2021) and in order to achieve the best outcomes for all children in West Northamptonshire. The effective operation of the FAP is integral to these aims.**

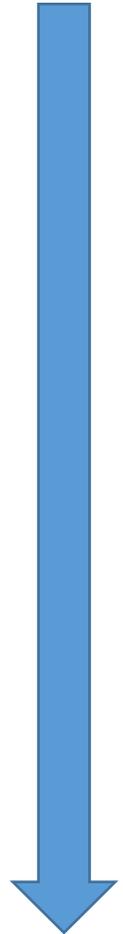
### Looked after children

Looked after children are not a listed group of children in the FAP. The Code recognises that Looked After Children are extremely vulnerable and the highest priority must be given to this group in the admission arrangements of all state schools.

## Appendices

### APPENDIX 1 – Timeline for Fair Access Process

School place refused by admission authority as a normal in-year admission – case identified as Fair Access within 10 school days of receipt of an application from a parent/carer
FA Officer to gather and collate as much information as possible about the child's previous history in a timeframe dependent on the date of the next area FA Panel / BAP meeting
Brief details of each child will be added to the agenda for the area FA Panel/BAP meeting and circulated to the FA Panel/BAP members 3 working days prior to the meeting
Cases will be discussed at the area FA Panel/BAP meeting and a decision will be made, by representatives present at the meeting, about which school will be allocated
Following the meeting, the FA Officer to draft FAP letters for both the school and the parents and send to the Senior Admissions Officer for checking and sending – within the 20 school day timeframe from the date when the case was identified as Fair Access
Following receipt of the FAP letter – the school to make contact with the parent as soon as possible to arrange a date for admission
School to notify the Senior Admissions Officer and/or FA Officer when the child has been placed on roll so that the child's records can be updated accordingly and the case can be closed



## APPENDIX 2 – Points Score / Ranking explained

The system of allocating FA points is just one of the considerations that are made when making decisions about identifying a school and aims to ensure that no schools, including those with available places, are asked to take a disproportionate number of children who have been excluded from other schools, or who have challenging behaviour.

While it is recognised that all schools in the local authority area of West Northamptonshire council are inclusive and already admit children from a wide and diverse population, the points-based system is intended to help with identifying those schools in an area that may already have more challenges than others.

### Data sets and Formulas used to Determine Scores and Rankings

The following data sets are used to determine the initial scores for each school at the start of each academic year in September and are taken from the January School Census of the same *calendar* year i.e., information is based on the January census from preceding academic year. For example, data to establish the starting point scores for each school for September 2021 was obtained from the census in January 2021 (when the children were in the previous academic year).

<b>Geo-demographic Factor – based on FSM</b>	Number of pupils eligible for Free School Meals. The formula used here simply converts FSM eligibility (percentage) from January 2016 School Census data into a rounded number.
<b>Pupils whose Home Language is not English (EAL/ESOL)</b>	The formula determining this score is: (number of learners with English as additional or other language ÷ number on roll) x 100.
<b>Mobility</b>	This is calculated in exactly the same way as a school's mobility formula. The formula = (number of students in + number of students leaving divided by the number of students on roll) x 1000
<b>Prior Attainment</b>	The formula for conversion of Key Stage 2 Average. Point Score is: (33-KS2 APS) x 10

15

The data needed to establish the FA Protocol school rankings is provided by schools in the annual School Census (January base). The accuracy of the data on which the ranking is based is, therefore, the responsibility of each school. Copies of the census data used to determine school rankings and scores is circulated to members of the Fair Access Protocol Steering Group (PSG) in the first meeting of the academic year;

Based on the data sets above, each school will be allocated a set of points at the start of the academic year (September) and all schools will be ranked accordingly. The schools with the least number of points based on the above data will be at the top of the ranked list of schools and would be the schools most likely to receive a protocolled student first;

The ranked order of schools will be just one of the considerations when identifying a school for a child under the FAP and the full ranked order of schools will be filtered into the relevant area of the West Northamptonshire to show the ranked order of schools in those areas;

Additional points will be allocated to each identified school for each child admitted, based on the criteria of the FAP that the child falls into. Each criterion of the protocol has a point weighting. The weightings have been discussed and agreed by members of the Protocol Steering Group - see table below. The order of schools is re-ranked after points have been allocated to the identified school;

The FAP report will also show the number of children allocated to each school during the term/academic year, their names, date of birth, NCY, previous school, the date they were protocolled and the date they were admitted on roll and the reason for the protocol. This report is updated and monitored by the Senior Admissions Officer;

As part of the agenda for the FA Panel meetings, and to ensure transparency, a copy of the ranked order of schools based on previous FAP allocations, will be forwarded to senior school representatives who attend the FA Panel and who are responsible for admissions at each school;

An annual report including statistical information relating to the operation of the FAP will be presented to members of the Protocol Steering Group at the end of each academic year. This information can be shared and discussed with other schools in the area at local FA Panel/BAP meetings;

Point scores for each criterion – Each time a child is admitted under the FA Protocol, the total number of points for each child will be added to the identified school's existing points total:

**Fair Access Protocols may only be used to place the following groups of vulnerable and/or hard to place children, where they are having difficulty in securing a school place in-year:**

	<b>Groups of children</b>	<b>Points awarded</b>
a	children either subject to a Child in Need Plan or a Child Protection Plan or having had a Child in Need Plan or a Child Protection Plan within 12 months at the point of being referred to the FAP <sup>81</sup>	
b	children living in a refuge or in other Relevant Accommodation at the point of being referred to the Protocol	
c	children from the criminal justice system	
d	children in alternative provision who need to be reintegrated into mainstream education or who have been permanently excluded but are deemed suitable for mainstream education	
e	children with special educational needs (but without an Education, Health and Care plan), disabilities or medical conditions	
f	children who are carers	
g	children who are homeless	
h	children in formal kinship care arrangements	
i	children of, or who are, Gypsies, Roma, Travellers, refugees, and asylum seekers	
j	children who have been refused a school place on the grounds of their challenging behaviour and referred to the Protocol in accordance with paragraph 3.10 of this Code	
k	children for whom a place has not been sought due to exceptional circumstances <sup>83</sup>	
l	children who have been out of education for four or more weeks where it can be demonstrated that there are no places available at any school within a reasonable distance of their home. This does not include circumstances where a suitable place has been offered to a child and this has not been accepted	
m	previously looked after children for whom the local authority has been unable to promptly secure a school place <sup>84</sup>	
	<b>Please note, criteria points to be discussed and agreed during the consultation period with the Protocol Steering Group</b>	

## APPENDIX 3 – Terms of Reference for FA Panel Meetings

### West Northamptonshire Council

#### FAIR ACCESS PANEL MEETINGS

#### TERMS OF REFERENCE

(Updated June 2021)

#### Purpose of the Fair Access Panel

To ensure that West Northamptonshire Council's Fair Access Protocol (FAP) operates effectively outside the arrangements of co-ordination and will be triggered when a parent of an eligible child has not secured a school place under in-year admission procedures.

In order to ensure that both the pupils and the school receive appropriate support from other agencies, the Fair Access Panel (FA Panel) meetings will have multi-agency representation to ensure that all pupils are placed into school with appropriate support and without unnecessary delay.

The FA Panel will meet in the following areas of the West Northamptonshire:

- Northampton
- Daventry/Towcester

#### 1. Membership of the FA Panel

1.1 Each secondary school within West Northamptonshire will nominate a representative who will have lead responsibility for Admissions and/or Inclusion at the school and who will be able to contribute effectively to discussions regarding the most appropriate school for the child based on the factors considered. If representatives from either the school or the LA are unable to attend, they **must** send a suitable substitute who is authorised to make a decision at the FA meeting;

1.2 Representatives from the LA (dependent on the circumstances of the cases presented) may include:

- Senior Admissions Officer (West) – School Admissions
- Senior Inclusion Officer or Education Inclusion Manager – EIPT
- Early Help Coordinator for the area
- A representative from the AP, where appropriate.

#### 2. Accountability

2.1 Following discussions at the meeting by all parties, a school will be identified at the meeting as the appropriate school to admit the student;

2.2 The 2021 School Admissions Code is clear that agreement must be reached and decisions made at the Fair Access at the meetings;

- 2.3 Parental preference will be the main consideration, though it does not have to be adhered to for allocations made under the Fair Access Protocol (ref. School Admissions Code 3.11);
- 2.4 Following the FA Panel meeting, the identified school will receive a FAP letter and it is expected that the school will make contact with the parent to arrange a date for admission without delay.

### **3. Operation of FA Panel Meetings**

- 3.1 Meetings are planned to be held at 4-weekly intervals at a date and venue to be agreed at the start of the academic year for the rest of the year or, in some cases, at the previous meeting by all members of the panel. Meetings will be held at intervals which make it possible for the LA to achieve allocation of places via the FAP within the 20-school day timescale required by the Code;
- 3.2 Dates and venues for areas which hold a Behaviour & Attendance Partnership (BAP) meeting (Towcester) will be agreed by schools in those areas – the intervals of the meetings must enable the LA to achieve allocation of places via the FAP within the 20-school day required by the Code;
- 3.3 The School Admissions team will send details of the FA cases to be presented at the FA Panel in an agenda. The agenda will be sent via Egress secure email to panel members up to three days before the meeting is to be held.

### **4. Discussion and outcome of FA Panel meetings:**

- 4.1 The FA Panel/BAP members will discuss each case on the agenda in order to establish the most appropriate school/provision and the FA Panel will decide who will be the lead professional in the case;
- 4.2 Information regarding the child's previous history will be presented at the meeting, including details of 'other agency' involvement;
- 4.3 If the child was previously attending a school in the area, the representative from that school will be expected to present to the FA Panel any additional information about the pupil's previous history, attendance, behaviour and details of any support which has been in place at the school.
- 4.4 Following discussion, a school will be identified at the meeting;
- 4.5 Once a school has been identified by the FA Panel, the WNC's School Admissions team will send a letter promptly to the Academy Trust / Admissions Committee confirming the allocation and ensuring that that the child is admitted as soon as possible.

### **Review of the FA Protocol**

The working methods and effectiveness of the Fair Access Protocol will be reviewed at each PSG meeting.

### **To be discussed at PSG**

Fair Access meetings to be chaired by one of the schools in the area.

## Proposed In-year Co-ordination scheme for West Northamptonshire Council 2021-2022

### Background

The DfE has recently published a revised School Admissions Code 2021 (“the Code”), following a consultation exercise which ended in October 2020. Subject to parliamentary approval, the Code will be in force from 1 September 2021.

The new Code aims to improve the operation of the admission system to ensure that vulnerable children are out of school for as short a time as possible. It is the duty of admission authorities to act in accordance with the Code and there will be an obligation for all admission authorities to undertake certain actions to ensure compliance with the Code’s new requirements. The key changes to the Code concern: Looked After and Previously Looked After Children, In-year admissions and the Fair Access Protocol. In addition to these main areas, there are a number of minor policy and technical drafting changes.

### In-year applications

An application is an in-year application if it is for the admission of a child to a relevant age group and it is submitted on or after the first day of the first school term of the admission year; or it is for the admission of a child to an age group other than a relevant age group.

### Requirements of the School Admissions Code (2021)

- A parent can apply for a place for their child at any school, at any time;
- Local authorities (LAs) are not required to co-ordinate in-year applications for schools for which they are not the admission authority;
- LAs may, however, co-ordinate in-year applications for any or all own admission authority schools in their area, with the agreement of the relevant admission authorities – see below for information about the schools in Northamptonshire which are part of the WNC in-year co-ordination process;
- In 2021, information will be published on the WNC website by 31 October 2021 to explain how in-year applications can be made and how they will be dealt with from 1 November 2021 until 31 August 2022. **In all subsequent years, WNC must** publish information on their website by **31 August** at the latest each year to explain how in-year applications can be made and how they will be dealt with from 1 September onwards in that year;
- WNC will set out which schools they will co-ordinate the applications for and which schools will manage their own in-year admissions;

- Contact details for any admission authority that manages its own in-year admissions will be provided.

### Responsibility of own admission authority schools (OAAs)

- **In 2021**, own admission authority schools **must** inform the local authority (LA) by **1 October** whether they intend to be part of the local authority's in-year co-ordination scheme for the period to 31 August 2022 (where this is offered);
- **In all subsequent years**, own admission authorities **must** inform the local authority by **1 August** at the latest each year whether they intend to be part of the local authority's in-year co-ordination scheme for the following 1 September to 31 August (where this is offered) or whether they will be managing their own in-year admissions;
- From 2022, by 1 August, for schools that intend to be part of the local authority's in-year co-ordination for the following academic year, they **must** also provide the local authority with all the information that the local authority is required to publish on its website, including application forms;
- WNC will provide a suitable application form (and a supplementary information form where necessary) for parents to complete when applying for a place for their child at a school for which the council co-ordinates in-year admissions;
- Where WNC receives an in-year application for a school which manages its own in-year admissions, it **must** promptly forward the application to the relevant admission authority, which **must** process it in accordance with its own in-year admission arrangements.

### Actions required by OAAs and governing bodies of schools

- In 2021, own admission authorities and governing bodies **must** set out on the school's website by **31 October 2021** how in-year applications will be dealt with from the 1 November 2021 until 31 August 2022;
- **In all subsequent years**, they **must** set out by **31 August** at the latest each year, on the school's website how in-year applications will be dealt with from the **1 September** until the following **31 August**;
- They **must** set out how parents can apply for a school place, and, where they manage their own in-year admissions, provide a suitable application form for parents to complete (and a supplementary information form where necessary), and set out when parents will be notified of the outcome of their application and details about the right to appeal;
- If the admission authority is to be a part of the local authority's in-year co-ordination scheme, it **must** provide information on where parents can find details of the relevant scheme.
- An admission authority, governing body or local authority (WNC) **must** provide a hard copy of the information about in-year applications on request for those who do not have access to the internet.

- Admission authorities must, on request, provide information to prospective parents about the places still available in all schools within their area;
- The admission authorities for all schools in the area **must** provide the local authority with details of the number of places available at their schools whenever this information is requested, to assist a parent seeking a school place. Such details should be provided no later than **two school days** following receipt of a request from the local authority;
- With the exception of designated grammar schools, all maintained schools, and academies, including schools designated with a religious character, that have places available **must** offer a place to every child who has applied for one, without condition or the use of any oversubscription criteria, unless admitting the child would prejudice the efficient provision of education or use of resources. For example, admission authorities **must not** refuse to admit a child solely because:
  - a) they have applied later than other applicants;
  - b) they are not of the faith of the school in the case of a school designated with a religious character;
  - c) they have followed a different curriculum at their previous school; or
  - d) information has not been received from their previous school.
- Where an admission authority is dealing with multiple in-year admissions and does not have sufficient places for every child who has applied for one, they must allocate places on the basis of the oversubscription criteria in their determined admission arrangements only;
- Parents must not be refused the opportunity to make an application or be told that they can only be placed on a waiting list rather than make a formal application.

### **Timescales for in-year applications**

- Upon receipt of an in-year application, the admission authority, or the local authority if it is co-ordinating the admissions authority's in-year admissions, should aim to notify the parents of the outcome of their application in writing within 10 school days, but they **must** be notified in writing within 15 school days;
- Where an application is refused, the admission authority **must** also set out the reason for refusal and information about the right to appeal in accordance with paragraph 2.32 of the Code;
- Where an admission authority manages its own in-year admissions, it **must** also notify the local authority of every application and its outcome as soon as reasonably practicable, but should aim to be within **two school days**, to allow the local authority to keep up to date figures on the availability of places in the area and to ensure they are aware of any children who may not have a school place;
- Where an applicant is offered a school place following an in-year application, and the offer is accepted, arrangements should be made for the child to start school as soon as possible, especially where the child is out of school (5 school days).

## Right to appeal

When an admission authority informs a parent of a decision to refuse their child a place at a school for which they have applied, it **must** include the reason why admission was refused; information about the right to appeal; the deadline for lodging an appeal and the contact details for making an appeal. Parents **must** be informed that, if they wish to appeal, they **must** set out their grounds for appeal in writing. Admission authorities **must not** limit the grounds on which appeals can be made.

## The In-Year Co-ordination process in West Northamptonshire

- The School Admissions team will process in-year applications for school places in the WNC local authority area;
- While Local authorities (LAs) are not required to co-ordinate in-year applications for schools for which they are not the admission authority, WNC co-ordinates in-year applications for the vast majority of own admission authority schools in its area;
- WNC does **not** co-ordinate in-year applications for the schools listed below – these school are responsible for conducting their own in-year admission process.

### School which are *not* part of the WNC In-year Co-ordination scheme (for 2021-22)

Buckton Fields Primary School  
Bracken Leas Primary School  
Marie Weller Primary School  
Northampton School for Boys  
Nicholas Hawksmoor Primary School  
Preston Hedges Primary School  
Pineham Barns Primary School  
Parklands Primary School  
The Radstone Primary Academy  
Silverstone UTC  
Woodland View Primary School

## WNC – In-year co-ordination Scheme 2021

### Aims

- Parents seeking school places in-year within WNC will be able to access clear, simple and consistent information and advice on the In-Year application process either online or by contacting a member of the School Admissions Team via telephone or email;
- The School Admissions Team will respond to all parental enquiries and aim to do so within three working days;

- Parents will be able to access information on how to apply for an In-Year school place, by referring to the Composite Prospectus of Schools in the LA: “Applying for a Primary / Secondary School Place in WNC published each academic year and available online;
- Parents will be able to use WNC’s online Schools’ Directory search engine on the website to help them to identify their local schools;
- The School Admissions Team will provide on request parents/carers and professionals with information to parents on the availability of school places within the LA.

The in-year co-ordination scheme for West Northamptonshire Council will operate as follows:

1. The LA will provide a Common Application Form for in-year applications. An online form will be available at [www.northamptonshire.gov.uk/admissions](http://www.northamptonshire.gov.uk/admissions). A paper form will be available upon request from the School Admissions Team: [admissions.ncc@northanorthants.gov.uk](mailto:admissions.ncc@northanorthants.gov.uk). The In-Year application form will be the only acceptable form of application for schools and academies taking part in WNC scheme of In-Year coordination.
2. The application form allows parents/carers, applying from both inside and outside the Local Authority (WNC) to express a preference for up to **three** WNC schools in ranked order. If parents / carers apply for more than one school, the ranked order of school preferences will remain confidential to the LA prior to allocation, but the information may be made available at appeal.
3. The LA will also provide access to an application form (and Supplementary Information Form, where required) for all schools within WNC which do not take part in the WNC’s IY Co-ordination Process. These forms can be accessed by visiting the website: [www.northamptonshire.gov.uk/admissions](http://www.northamptonshire.gov.uk/admissions)
4. When the School Admissions team receives a completed in-year application form, the application will be placed on the computer data base within **2 working days** and the application details will be forwarded to the admission authority of the school(s) applied for.
5. The LA aims to provide outcomes for applications within **10 school days** and parents must be made within 15 school days. Own admission authority schools must decide if they can offer places and these schools are expected to respond promptly to the LA with an outcome of the application so that the published timeframes are adhered to. Parents have a statutory right to appeal against the refusal of a place at a school for which they have applied.
6. In-year applications should not be made more than a month in advance of when the school place is required as the LA does hold places open. **In-year applications received more than four weeks in advance** of when the school place is required are treated as ‘applied too early’. The School Admissions Team will contact (by email or letter) parents who apply too early, advising them to apply again within 4 weeks of the date the school place is required. The exception to this is in the case of children of UK service personnel and crown servants where the applications may be processed in advance.
7. Families living overseas, and those living out of the WNC area, but intending to move to WNC

or back to an existing WNC address, may apply for a West Northamptonshire school place on the WNC In-Year application form. However, the address used to process the application must be where the child lives at the time of application. The West Northamptonshire address will not be used until the LA/school has received proof that the child is living at that address.

8. Children of UK service personnel or crown servants are an exception to this requirement. In these cases, WNC will allocate a place in advance of the family arriving in the area, provided the application is accompanied by an official letter that declares a relocation date and a Unit postal address or quartering area address in West Northamptonshire, for consideration of the application against oversubscription criteria. If it is not possible to offer a place at a preferred school, a place will be offered at the closest school with a vacancy in the appropriate year group.
9. If an applicant owns a property in West Northants but is not living in it, for example: because they are working abroad at the time of application, the WNC address will not be accepted for the purposes of admission until the child is living at that address.
10. WNC parents wishing to apply for a place at a maintained school or academy in a different local authority must apply directly to the LA where the school is situated.
11. If the School Admissions team receives an application for a school or academy which does not co-ordinate in-year applications within the WNC Co-ordination Scheme, details of the application will be forwarded directly to the school and parents will be informed. The school or academy must then notify the School Admissions team of the outcome of the application and inform the parent of their statutory right of appeal if a place is refused. The same timeframes apply to own admission authority schools as to the LA i.e. 10 days for schools to provide an outcome; however, a written outcome **must** be provided to parents/carers by 15 school days at the latest.
12. All admission authorities will remain responsible for school place allocation decisions and for ranking applications and waiting lists in accordance with schools' oversubscription criteria. Own admission authorities may ask the School Admissions team at WNC to undertake the administration of in-year applications on their behalf.
13. The School Admissions team aims to process in-year applications and notify applicants of the outcome of their applications within 10 school days of receipt of the WNC in-year application form. However, applicants must be notified in writing within 15 school days.

These timescales apply not only for the School Admissions team when they process in-year applications, but also to the own admission authority schools which manage their own in-year application process.

14. The School Admissions team will offer places at community and voluntary controlled schools as well as at the other schools or academies operating within the scheme. Places will be offered to children on a waiting list, as vacancies arise. Waiting list will be maintained in accordance with the school's oversubscription criteria.

Where the School Admissions team manages the waiting lists for schools, numbers on roll will be requested frequently (and must be provided by schools within 2 school days) and places will be offered from the waiting list when they become available.

### **How preferences work**

15. Parents may apply for up to 3 schools. If more than one school has a place available in the relevant year group, a place will be offered at the highest ranked school where the child qualifies for a place. When a place cannot be offered at any of their preferred schools, the following process applies:
  - the School Admissions team will offer a place at the nearest school with a place available;
  - the School Admissions team will advise parents, on request, about place availability in other schools or academies/Free Schools;
  - the School Admissions team will not offer a place at an alternative school to pupils who are already on roll at a WNC school (unless the child/family has moved house).
16. If a place could be offered at a school within WNC's IY Co-ordination scheme and a place has already been offered by a school outside the scheme (or vice versa), School Admission officers will contact the family to ascertain which is the preferred school.
17. A place will be considered to be available (unless otherwise indicated) at a preferred school if the number on roll in the relevant year group does not meet or exceed the published admissions number (PAN).
18. Upon receipt of a completed application form, the LA will check our records of place availability) to confirm their current numbers on roll at the preferred schools.
19. If a parent declines the offer of a school place, the School Admissions team will inform the school concerned. Parents and carers (of children of Compulsory School Age) who refuse offers of school places, must inform the LA about how they intend their children to be educated – this will be followed up by the School Admissions Team.
20. If parents need assistance with Transport they must contact the School Transport team.

### **What happens after places are allocated?**

21. Schools are expected to contact parents about a start date and to place children on roll within 5 school days of allocation. Every effort must be made by the school to contact the parent. If the parent fails to respond, the place may be withdrawn and reallocated. Schools must follow their safeguarding procedures as advised in the allocation letter.

### **School Appeals**

22. Parents have a statutory right to appeal against the refusal of a place at a school for which they have applied.

23. In the event of a school or an academy refusing to allocate a place, the School Admissions team (for community and voluntary controlled schools and on behalf of the governing bodies of own admission schools and authorities which have opted into the IY co-ordination scheme) will include the reason for refusal; information about the right to appeal; the deadline for lodging an appeal and the contact details for making an appeal. Parents will be informed that, if they wish to appeal, they must set out their grounds for appeal in writing. The LA and other admission authorities must not limit the grounds on which appeals can be made. Schools should not refuse admission if places are available, unless paragraphs 3.10 and 3.11 of the School Admissions Code (2021) apply.
24. Some in-year applications will be complex and may have to be referred to the Fair Access Process where different timescales apply. For further information on Fair Access, the Fair Access Protocol can be found here: [link to WNC's FAP](#).
25. The School Admissions team (and OAA schools which manage their own in-year process) will write to parents inform them both of their statutory right of appeal and of the waiting list process.

### **Operation of Waiting lists**

26. Waiting lists for all community and voluntary controlled schools will be held and administered centrally by the School Admissions Team for all year groups and will be ranked in accordance with the published admission criteria for the respective school.
27. The LA administers the waiting lists at the request of some OAA schools. As in 29. Above, the waiting lists will be ranked in accordance with the published admission criteria of the respective schools.
28. Waiting lists are cleared at the end of each full term. In order for your child to remain on the waiting list you must submit your request to the School Admissions Team in writing after the Easter and Christmas Break.
29. Applicants wishing to remain on the waiting list of a school in the following academic year must make a new application (as the application will be for a different year group).
30. Parents should contact OAA schools which manage their own in-year application process the waiting list policy for these schools may differ from the WNC's process.

### **Looked After and Previously Looked After Children**

31. It is the clear expectation of West Northamptonshire Council that where a school receives an In Year application for a school place for a Looked After (LAC) or Previously Looked After Child (PLAC) then that school will ensure a place is offered to that child within 10 school days.

32. Should any school for whom the Local Authority acts as the Admission Authority refuse to offer a place to a LAC or PLAC or fail to do so in a timely manner, the Local Authority will direct that school to make a place available for the LAC or PLAC with immediate effect. Should any 'Own Admission Authority' school refuse to offer a place to a LAC or PLAC or fail to do so in a timely manner then the Local Authority will refer the matter to the Regional Schools Commissioner or Office of Schools Adjudicator as appropriate, for further action (please see sections 3.27 – 3.29 of the Code for further information on local authority's powers of direction).
33. WNC will seek to comply with the following notes within the Code, footnote 63 (relating to 2.32 'Right to Appeal') in the 2021 Code states:  
'Where a looked after child has been refused a school place, it is likely to be more appropriate for the local authority looking after the child to use the powers of direction set out in paragraphs 3.27 to 3.29 of the Code, than to submit an appeal.'

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# WEST NORTHAMPTONSHIRE COUNCIL

## FAIR ACCESS PROTOCOL - proposed for September 2021

### 1. Introduction

The Department for Education (DfE) has published a revised School Admissions Code 2021 (“the Code”) in May 2021, following a consultation exercise which ended in October 2020. Subject to parliamentary approval, the Code will be in force from 1 September 2021.

The 2021 Code aims to improve the operation of the admission process to ensure that vulnerable children are out of school for as short a time as possible. It is the responsibility of admission authorities to act in accordance with the Code and to ensure compliance with the Code’s new requirements. The key changes to the Code relate to: Looked After and Previously Looked After Children, In-year admissions and the Fair Access Protocol. In addition to these main areas, there are a number of minor policy and technical drafting changes.

### 2. Key Changes in the FAP in the Code (2021)

Details of the new and existing requirements of the FAP can be found in paragraphs 3.8 – 3.22 of the Code (2021).

- There is now a standard definition of ‘**challenging behaviour**’ and it will be for admission authorities to ensure that, prior to refusing a child under normal in-year admissions and referring an unplaced child for considered under the FAP, they have evidence to support the definition of challenging behaviour as described. (Footnote 76 to paragraph 3.10);
- Admission authorities must consider their duties under the Equality Act 2010 when refusing a child with challenging behaviour if the consequence of their disability is challenging behaviour (Footnote 77 to paragraph 3.10);
- Admission authorities can take account of reports from previous schools about children’s past behaviour as stated in paragraph 1.9(g) solely for the purpose of making a decision on whether it would be appropriate to refuse admission on the basis of challenging behaviour as described in paragraph 3.10. (Footnote 78 paragraph 3.10)
- The duty that all admission authorities must participate with the agreed FAP now includes the requirement for admission authorities to provide a **representative with delegated authority** from the admission authority to make allocation decisions - an exception to paragraph 2.7 in the Code (Paragraph 3.15 & Footnote 79);

- The list of children to be included in the new FAP has been extended. The groups of vulnerable/hard to place children to be included in the new FAP has been standardised and contains the only categories who will be supported through the FAP – i.e. there will be no local variation; all LAs must include the same groups of unplaced children in their FAPs and these children should only be considered under the FAP once it is demonstrated that reasonable measures have been taken to secure a place through the usual in-year admission process (Paragraph 3.17);
- Allocation decisions must be made within **20 school days** from the date when the child was referred to the FAP and arrangements should be made by admission authorities for the child to start as soon as possible (paragraph 3.21)

### 3. Fair Access Protocol – School Admission Code (2021) requirements:

**3.1** Each local authority must have a Fair Access Protocol (FAP) to ensure that \*unplaced and vulnerable children, and those who are having difficulty in securing a school place in-year, are allocated a school place as quickly as possible (paragraph 3.14) and within the **20** school days’ timeframe.

**\*WNC’s Definition of ‘Unplaced’** is a child who is residing in the county without a school place and could include:

- A child who has moved into the county;
- A child who has moved from one area of the county to another due to a change of address, where it is considered to be an unreasonable distance for a child to get to their current school e.g. a move from Towcester to Northampton;
- A child who is being electively home educated (EHE) by the parent/carer and where the EIP team have little evidence to support the view that an appropriate education is being provided;
- A child who is unable to return to their current school due to an exceptional circumstance/incident occurring out of school, but who has not been permanently excluded.

**3.2** The LA remains responsible for drawing up the FAP which must be consulted upon and developed in partnership with schools in the LA’s area and it must be agreed by the majority of schools;

**3.3** Once the FAP has been agreed, all admission authorities in the area must participate in it. Participation includes the requirement for admission authorities to provide a **representative with delegated responsibility** who is authorised to participate in discussions, make allocation decisions on placing children via the Protocol and admitting pupils when asked to do so in accordance with the Protocol, even when the school is full.

**3.4** Local authorities such as WNC must share information with admission authorities, giving reasonable notice of FA meetings and information about how and when discussions around the placement of children via the Protocol will take place (Paragraph 3.15 & Footnote 79).

- 3.5** West Northamptonshire Council's Fair Access Protocol has been written by the LA (School Admissions), in partnership with colleagues in the Education, Inclusion and Partnerships (EIP) Team and the Protocol Steering Group (PSG). The Protocol Steering Group is composed of representatives from: (i) School Admissions; (ii) EIPT and (iii) a representative from each of the secondary schools in distinct geographical areas of the West Northamptonshire.
- 3.6** Regular FA Panel meetings are held at a time and venue to suit all parties and are expected to take place every 4 weeks in order to discuss the cases with representatives from schools in the area who are authorised to make decisions regarding appropriate school placements. FA Panels may have to meet more frequently in order to comply with the timescales required by the School Admissions Code (2021);
- 3.7** The operation of the FAP is in accordance with the requirements of the School Admissions Code (2021) and related guidance.
- 3.8** The LA has to ensure that no school - including those with places available – should be asked to take a disproportionate number of children who have been permanently excluded from other schools, who display challenging behaviour, or who are placed via the FAP. Fair Access Protocols must also set out how the needs of children who have been permanently excluded, and children for whom mainstream education is not yet possible, will be met (Paragraph 3.16). WNC intends to meet the needs of these children in the following manner;  
NNC's Education Inclusion and Partnership (EIP) Team holds a weekly panel (Social Inclusion Panel – SIP) where the needs of children being presented by School Admissions at the Fair Access Panel can be considered and support identified for these groups of children. The support will range from the services of an Inclusion Officer to a placement in an alternative provision, depending upon the needs of the children.
- 3.9** Eligibility for the Fair Access Protocol does not limit a parent's right to make an in-year application to any school for their child. Admission authorities must process these applications in accordance with their usual in-year admission procedures (as set out in paragraphs 2.23-2.31 and West Northamptonshire's In-Year Scheme). They must not refuse to admit such children on the basis that they may be eligible to be placed via the FAP. The parent will continue to have the right of appeal for any place they have been refused, even if the child has been offered a school place via the Fair Access Protocol (Paragraph 3.18)
- 3.10** There is no duty for local authorities or admission authorities to comply with parental preference when allocating places through the Fair Access Protocol, but parents' views should be taken into account (Paragraph 3.19). Due consideration will therefore be made to parental preference when discussions with admission authorities in regards to the identified school are being made.
- 3.11** Fair Access Protocols should seek to place a child in a school that is appropriate to any particular needs they may have. The Fair Access Protocol must not require a school automatically to admit a child via the Fair Access Protocol, in place of a child permanently excluded from the school (Paragraph 3.20)
- 3.12** Where it has been agreed that a child will be considered under the Fair Access Protocol, a school place must be allocated for that child within 20 school days. Once the allocation o fa

school place via the Fair Access Protocol had been decided, arrangements should be made by the admission authority to ensure the child starts at the school as soon as possible (Paragraph 3.21);

- 3.13** In the event that the majority of schools in an area can no longer support the principles and approach of their local Fair Access Protocol, a review must be facilitated. An urgent meeting of the Protocol Steering Group will be convened to examine the issues to find a suitable resolution. (Paragraph 3.22). The existing Fair Access Protocol will remain binding on all schools in the local area until the point at which a new one is adopted.
- 3.14** The FAP will remain binding on all school in the local area until the point at which a new one is adopted.

#### **4. Determining that cases qualify as Fair Access**

All in-year applications received by the School Admissions team from parents/carer's, will follow normal in-year admission procedures as described in **West Northamptonshire Council's** In-year Co-ordination Scheme.

There are some important factors when considering in-year applications:

- 4.1 Where a child has been permanently excluded from two or more schools** there is no need for an admission authority to comply with parental preference for a period of two years from the last exclusion<sup>75</sup>.

The twice excluded rule does not apply to the following children:

- a) children who were below compulsory school age at the time of the permanent exclusion;
  - b) children who have been reinstated following a permanent exclusion (or would have been reinstated had it been practicable to do so);
  - c) children whose permanent exclusion has been considered by a review panel, and the review panel has decided to quash a decision not to reinstate them following the exclusion; and
  - d) children with Education, Health and Care Plans naming the school (Paragraph 3.8);
- 4.2** Admission authorities must not refuse to admit a child on behavioural grounds in the normal admissions round or at any point in the normal year of entry, except for where paragraph 3.8 applies (Paragraph 3.9)
- 4.3** Where an admission authority receives an in-year application for a year group that is not the normal point of entry and it does not wish to admit the child because it has good reason to believe that the child may display \*challenging behaviour, it may refuse admission and refer the child to the Fair Access Protocol. (Paragraph 3.10).

**\* Definition of Challenging Behaviour:**

Behaviour can be described as challenging where it would be unlikely to be responsive to the usual range of interventions to help prevent and address pupil misbehaviour or it is of such severity, frequency, or duration that it is beyond the normal range that schools can tolerate. We would expect this behaviour to significantly interfere with the pupil's/other pupils'

education or jeopardise the right of staff and pupils to a safe and orderly environment.

(Paragraph 3.10 Footnote 76)

However, a child with challenging behaviour may also be disabled as defined in the Equality Act 2010. When considering refusing admission on these grounds, admission authorities must consider their duties under that Act. Admission authorities should also consider the effect of the decision of the Upper Tribunal in *C & C v The Governing Body of a School, The Secretary of State for Education (First Interested Party) and The National Autistic Society (Second Interested Party)* (SEN) [2018] UKUT 269 (AAC) about the implications of the Equality Act 2010 when a pupil exhibits a tendency to physical abuse of other persons as a consequence of a disability (Paragraph 3.10 Footnote 77).

In order to evidence that a child has challenging behaviour, the LA will request information from the previous school regarding the child's previous history solely for the purpose of making a decision on whether it is appropriate for the admission authority to refuse admission under the normal in-year process as a result of challenging behaviour (Paragraph 3.10 Footnote 78).

- 4.4** An admission authority should only rely on the provision in paragraph 3.10 if it has a particularly high proportion of either: children with challenging behaviour or previously permanently excluded pupils on roll compared to other local schools and it considers that admitting another child with challenging behaviour would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.11).

If the decision by the admission authority is to refuse admission, the admission authority would have to provide evidence in writing to the Senior Admissions Officer for the area in order to comply with paragraph 3.11 above. The LA also has access to school data for all schools in its area, so a comparison could be made to the position of other local schools. The Senior Admissions Officer would then discuss the decision to refuse admission with the School Admissions Manager and, when appropriate, the decision would be discussed at a weekly Social Inclusion Panel meeting with colleagues, including Service Managers from the EIP team.

- 4.5** The provision in paragraph 3.10 cannot be used to refuse admission to looked after children, previously looked after children; and children who have Education, Health and Care Plans naming the school in question. (paragraph 3.12).

- 4.6** Admission authorities **must not** refuse to admit a child thought to be potentially disruptive, or likely to exhibit challenging behaviour, on the grounds that the child is first to be assessed for special educational needs. (paragraph 3.13).

## **5. Children who will be considered under the FAP**

Fair Access Protocols may only be used to place the following groups of vulnerable and/or hard to place children, where they are having difficulty in securing a school place in-year, and it can be demonstrated that reasonable measures have been taken to secure a place through the usual in-year admission procedures<sup>80</sup>. For example, where an application has been made to at least one school and this has been refused or the LA has confirmed there are no available places at any school within a reasonable distance (Paragraph 3.17):

- a) children either subject to a Child in Need Plan or a Child Protection Plan or having had a Child in Need Plan or a Child Protection Plan within 12 months at the point of being referred to the FAP<sup>81</sup>
- b) children living in a refuge or in other Relevant Accommodation at the point of being referred to the protocol;
- c) children from the criminal justice system;
- d) children in alternative provision who need to be reintegrated into mainstream education or who have been permanently excluded but are deemed suitable for mainstream education;
- e) children with special educational needs (but without an Education, Health and Care plan), disabilities or medical conditions;
- f) children who are carers;
- g) children who are homeless;
- h) children in formal kinship care arrangements as evidenced;
- i) children of, or who are, Gypsies, Roma, Travellers, refugees, and asylum seekers;
- j) children who have been refused a school place on the grounds of their challenging behaviour and referred to the Protocol in accordance with paragraph 3.10 of this Code;
- k) children for whom a place has not been sought due to exceptional circumstances as decided by the LA based on the circumstances of the case. School Attendance Orders may be included in this category.
- l) children who have been out of education for four or more weeks where it can be demonstrated that there are no places available at any school within a reasonable distance of their home. This does not include circumstances where a suitable place has been offered to a child and this has not been accepted; and
- m) previously looked after children for whom the local authority has been unable to promptly secure a school place.

## **6. Operation of the Fair Access Protocol in West Northamptonshire**

- 6.1** Once it has been determined that an in-year application meets the criteria for the FAP, School Admissions Officers will seek as much information as possible about the child from the previous education provision and/or other professionals;
- 6.2** Fair Access cases will then be added to the Fair Access meeting agenda and the cases presented to schools at area FA Panel / BAP meetings. The cases will be discussed with schools in the appropriate area so that a school which will admit the child can be identified. The agenda will be circulated to FA Panel members approximately 3 days prior to the meeting, dependent upon weekends or school holidays;

- 6.3 Where applicable, there may be other representatives /professionals at the meeting who have had some involvement with the child – see Terms of Reference for FA Panel Meetings;
- 6.4 As the 2021 Code specifies that school representatives at area Fair Access meetings must be authorised to make decisions on placing children via the Protocol, the decision regarding the identified school will be made at the meeting by all school representatives. (Paragraph 3.15);
- 6.5 Admission authorities should be admitting pupils when asked to do so in accordance with the Protocol, even when the school is full. (Paragraph 3.15);
- 6.6 Taking into account of both the needs of the child and those of the school, when identifying a school under the FAP, the following considerations will be made by members of the area FA Panel at the meetings when placing pupils:
- **Parental preference** – though there is no duty to comply with parental preference, the wishes of parents should be taken into account;
  - **The number of children allocated previously** to a particular school in an area under the FAP during the current term/academic year and into the same year group;
  - **The rank order** of schools in an area, determined by the points-based system used by the LA once a child has been allocated to a school. Each criterion for the FAP is weighted with a particular number of points;
  - **Previously attended schools** – consideration will be given to any previous serious breakdown in relationships between a school and the family including: a failed managed move, or strong views of parents/carers regarding the religious ethos of a school;
  - **Reasonable distance** to the identified school from the home address and availability of transport;
  - The recent admission into the same year group at the preferred school of a child with Statement of **Special Educational Needs (SEN)** or **Education Health & Care Plan (EHCP)** who has previously been permanently excluded or has significant additional needs and/or challenging behaviour issues;
  - **The recent admission into the same year group** at the preferred school of a **looked after child** with significant additional needs and/or challenging behaviour;
  - **The recent admission into the same year group** of the preferred school of a child with significant additional needs and/or challenging behaviour following an agreed and successful **managed move** with another school.
- 6.8 Following the meeting, a FAP letter, (together with any documents regarding the child’s previous history) and the points allocation sheet will be sent to the representative from the identified school; the letter will be copied to other professionals involved and the area representative from the Protocol Steering Group. It is expected that, following receipt of the FAP letter (via email), the identified school will make contact with the parent - and any professional where applicable - to arrange a meeting to discuss the admission arrangements without delay.
- 6.9 All allocations made under the FAP will be recorded and monitored by the Senior Admissions Officer responsible for In-year and Fair Access admissions for **West Northamptonshire** and data regarding the FAP will be provided to schools in an area on a termly basis.

## 7. Primary Age Children Meeting the Criteria of the FAP

The Fair Access Protocol will apply for children of primary school age who meet the criteria for the FAP.

## 8. Transport

Where a child has been placed at a school through the FAP, the entitlement to free transport will be assessed using WNC's Home to School Transport Policy.

## 9. Protocol Steering Group (PSG)

In West Northamptonshire, a Protocol Steering Group has been established to monitor the operation and effectiveness of the **West Northamptonshire** FAP. The PSG membership consists of:

- The School Admissions Manager;
- The Senior Admissions Officer responsible for Fair Access;
- A representative from secondary schools from the main school areas in West Northamptonshire – Northampton, Daventry, South Northamptonshire;
- The Service Manager for the Education Inclusion Partnership team.

The PSG meets up to three times per academic year (once in each term). If a school has any fundamental issues in relation to the operation of the FAP, they should refer their concerns to their area representative on the PSG, the Senior Admissions Officer responsible for Fair Access for West Northamptonshire, or the School Admissions Manager, so that the issues can be reviewed at the next PSG meeting.

At the beginning of each academic year, the School Admissions Technical Officer responsible for the collation of data which underpins the Fair Access points system, will provide the PSG with an annual report giving statistical information on the effectiveness of the FAP.

## 10. Powers of Direction

### 10.1 Local Authority Powers of Direction – General

A local authority has the power to direct the governing body of a maintained school for which they are not the admission authority to admit a child in their area even when the school is full. The local authority can only make such a direction in respect of a child in the local authority's area who has been refused entry to, or has been permanently excluded from, every suitable school within a reasonable distance. The local authority **must** choose a school that is a reasonable distance from the child's home and from which the child is not permanently excluded. It **must not** choose a sixth-form that selects by ability unless the child meets the selection requirements, or a school that would have to take measures to avoid breaking the rules on infant class sizes if those measures would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.23).

Before deciding to give a direction, the local authority **must** consult the governing body of the school, the parent of the child and the child if they are over compulsory school age. If,

following consultation, the local authority decides to direct, it **must** inform the governing body and head teacher of the school. The governing body can appeal by referring the case to the Schools Adjudicator within 15 days. If it does this, the governing body **must** tell the local authority. The local authority **must not** make a direction until the 15 days have passed and the case has not been referred (Paragraph 3.24)

If the case is referred to the Schools Adjudicator, the Schools Adjudicator may either uphold the direction, determine that another maintained school **must** admit the child or decide not to issue a direction. The Adjudicator's decision is binding. The Schools Adjudicator **must not** direct a school to admit a child if this would require the school to take measures to avoid breaking the rules on infant class sizes and those measures would prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.25)

## **10.2 Local authority powers of direction (looked after children)**

A local authority also has the power<sup>86</sup> to direct the admission authority for any maintained school in England (other than a school for which they are the admission authority) to admit a child who is looked after by the local authority, even when the school is full. The local authority **must not** choose a school from which the child is permanently excluded but may choose a school whose infant classes are already at the maximum size<sup>87</sup>(Paragraph 3.26)

Before deciding to give a direction, the local authority **must** consult the admission authority of the school it proposes to direct. The admission authority **must** tell the local authority within 7 days whether it is willing to admit the child (Paragraph 3.27)

If, following consultation, the local authority decides to direct, it **must** inform the admission authority, the governing body (if the school is a voluntary controlled or community school), the local authority that maintains the school, and the head teacher. The admission authority can appeal by referring the case to the Schools Adjudicator within 7 days. If the child has been permanently excluded from two other schools and the most recent exclusion was within the previous two years, the governing body (if the school is a voluntary controlled or community school) may also refer the case to the Schools Adjudicator. The admission authority or governing body **must not** refer the case unless it considers that admitting the child would seriously prejudice the provision of efficient education or the efficient use of resources. If the admission authority or governing body does refer the case, it **must** notify the local authority that looks after the child. The local authority **must not** make a direction until the 7 days have passed and the case has not been referred.

If the case is referred to the Schools Adjudicator, the Schools Adjudicator may either uphold the direction or determine that another maintained school in England **must** admit the child. The Schools Adjudicator's decision is binding. The Schools Adjudicator **must not** direct an alternative school to admit a child unless the local authority that looks after the child agrees, nor if the child is permanently excluded from that school, nor if the admission of the child would seriously prejudice the provision of efficient education or the efficient use of resources (Paragraph 3.28)

## **10.3 Secretary of State's power of direction (Academies)**

Where a local authority considers that an Academy will best meet the needs of any child, it can ask the Academy to admit that child but has no power to direct it to do so. The local authority and the Academy will usually come to an agreement, but if the Academy refuses to admit the child, the local authority can ask the Secretary of State to intervene. The Secretary of State has the power under an Academy's Funding Agreement to direct the Academy to

admit a child and can seek advice from the Schools Adjudicator in reaching a decision<sup>88</sup> (Paragraph 3.9)

The School Admissions Manager and Service Manager for the EIP team are responsible for resolving any disputes arising from the FA Panel meetings and further advice and guidance may be sought from the area member of the Protocol Steering Group.

## 11. Local authority reports

Local authorities **must** produce an annual report on admissions for all the schools in their area for which they co-ordinate admissions. **From 2022**, it **must** be published locally and sent to the Schools Adjudicator by **31 October** each year covering the prior academic year. The report **must** cover as a minimum:

- information about how admission arrangements in the area of the local authority serve the interests of looked after children and previously looked after children, children with disabilities and children with special educational needs, including any details of where problems have arisen;
- an assessment of the effectiveness of Fair Access Protocols including how many children were admitted to each school under it; and
- any other issues the local authority may wish to include.

**West Northamptonshire Council aims to establish excellent working relationships with all types of schools (maintained schools, academies, Free Schools, UTCs) in the West Northamptonshire area to ensure that we fulfil our legal obligations as defined in the School Admissions Code (2021) and in order to achieve the best outcomes for all children in West Northamptonshire. The effective operation of the FAP is integral to these aims.**

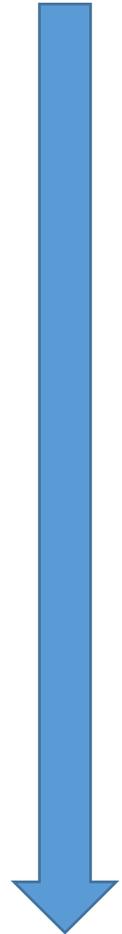
### **Note - Looked after children**

Looked after children are not a listed of group of children in the FAP. The Code recognises that Locked After Children are extremely vulnerable and the highest priority must be given to this group in the admission arrangements of all state schools.

## Appendices

### APPENDIX 1 – Timeline for Fair Access Process

School place refused by admission authority as a normal in-year admission – case identified as Fair Access within 10 school days of receipt of an application from a parent/carer
FA Officer to gather and collate as much information as possible about the child's previous history in a timeframe dependent on the date of the next area FA Panel / BAP meeting
Brief details of each child will be added to the agenda for the area FA Panel/BAP meeting and circulated to the FA Panel/BAP members 3 working days prior to the meeting
Cases will be discussed at the area FA Panel/BAP meeting and a decision will be made, by representatives present at the meeting, about which school will be allocated
Following the meeting, the FA Officer to draft FAP letters for both the school and the parents and send to the Senior Admissions Officer for checking and sending – within the 20 school day timeframe from the date when the case was identified as Fair Access
Following receipt of the FAP letter – the school to make contact with the parent as soon as possible to arrange a date for admission
School to notify the Senior Admissions Officer and/or FA Officer when the child has been placed on roll so that the child's records can be updated accordingly and the case can be closed



## APPENDIX 2 – Points Score / Ranking explained

The system of allocating FA points is just one of the considerations that are made when making decisions about identifying a school and aims to ensure that no schools, including those with available places, are asked to take a disproportionate number of children who have been excluded from other schools, or who have challenging behaviour.

While it is recognised that all schools in the local authority area of West Northamptonshire council are inclusive and already admit children from a wide and diverse population, the points-based system is intended to help with identifying those schools in an area that may already have more challenges than others.

### Data sets and Formulas used to Determine Scores and Rankings

The following data sets are used to determine the initial scores for each school at the start of each academic year in September and are taken from the January School Census of the same *calendar* year i.e., information is based on the January census from preceding academic year. For example, data to establish the starting point scores for each school for September 2021 was obtained from the census in January 2021 (when the children were in the previous academic year).

<b>Geo-demographic Factor – based on FSM</b>	Number of pupils eligible for Free School Meals. The formula used here simply converts FSM eligibility (percentage) from January 2016 School Census data into a rounded number.
<b>Pupils whose Home Language is not English (EAL/ESOL)</b>	The formula determining this score is: (number of learners with English as additional or other language ÷ number on roll) x 100.
<b>Mobility</b>	This is calculated in exactly the same way as a school's mobility formula. The formula = (number of students in + number of students leaving divided by the number of students on roll) x 1000
<b>Prior Attainment</b>	The formula for conversion of Key Stage 2 Average. Point Score is: (33-KS2 APS) x 10

15

The data needed to establish the FA Protocol school rankings is provided by schools in the annual School Census (January base). The accuracy of the data on which the ranking is based is, therefore, the responsibility of each school. Copies of the census data used to determine school rankings and scores is circulated to members of the Fair Access Protocol Steering Group (PSG) in the first meeting of the academic year;

Based on the data sets above, each school will be allocated a set of points at the start of the academic year (September) and all schools will be ranked accordingly. The schools with the least

number of points based on the above data will be at the top of the ranked list of schools and would be the schools most likely to receive a protocolled student first;

The ranked order of schools will be just one of the considerations when identifying a school for a child under the FAP and the full ranked order of schools will be filtered into the relevant area of West Northamptonshire to show the ranked order of schools in those areas;

Additional points will be allocated to each identified school for each child admitted, based on the criteria of the FAP that the child falls into. Each criterion of the protocol has a point weighting. The weightings have been discussed and agreed by members of the Protocol Steering Group - see table below. The order of schools is re-ranked after points have been allocated to the identified school;

The FAP report will also show the number of children allocated to each school during the term/academic year, their names, date of birth, NCY, previous school, the date they were protocolled and the date they were admitted on roll and the reason for the protocol. This report is updated and monitored by the Senior Admissions Officer;

As part of the agenda for the FA Panel meetings, and to ensure transparency, a copy of the ranked order of schools based on previous FAP allocations, will be forwarded to senior school representatives who attend the FA Panel and who are responsible for admissions at each school;

An annual report including statistical information relating to the operation of the FAP will be presented to members of the Protocol Steering Group at the end of each academic year. This information can be shared and discussed with other schools in the area at local FA Panel/BAP meetings;

Point scores for each criterion – Each time a child is admitted under the FA Protocol, the total number of points for each child will be added to the identified school's existing points total.

**Fair Access Protocols may only be used to place the following groups of vulnerable and/or hard to place children, where they are having difficulty in securing a school place in-year:**

	<b>Groups of children</b>	<b>Points awarded</b>
a	children either subject to a Child in Need Plan or a Child Protection Plan or having had a Child in Need Plan or a Child Protection Plan within 12 months at the point of being referred to the FAP <sup>81</sup>	
b	children living in a refuge or in other Relevant Accommodation at the point of being referred to the Protocol	
c	children from the criminal justice system	
d	children in alternative provision who need to be reintegrated into mainstream education or who have been permanently excluded but are deemed suitable for mainstream education	
e	children with special educational needs (but without an Education, Health and Care plan), disabilities or medical conditions	
f	children who are carers	
g	children who are homeless	
h	children in formal kinship care arrangements	
i	children of, or who are, Gypsies, Roma, Travellers, refugees, and asylum seekers	
j	children who have been refused a school place on the grounds of their challenging behaviour and referred to the Protocol in accordance with paragraph 3.10 of this Code	
k	children for whom a place has not been sought due to exceptional circumstances <sup>83</sup>	
l	children who have been out of education for four or more weeks where it can be demonstrated that there are no places available at any school within a reasonable distance of their home. This does not include circumstances where a suitable place has been offered to a child and this has not been accepted	
m	previously looked after children for whom the local authority has been unable to promptly secure a school place <sup>84</sup>	
	<b>Please note, the number of points that each school will receive under FAP will be decided via consultation with the PSG and WNC schools and as such have not been provided here.</b>	

## APPENDIX 3 – Terms of Reference for FA Panel Meetings

### West Northamptonshire Council

#### FAIR ACCESS PANEL MEETINGS

#### TERMS OF REFERENCE

(Updated June 2021)

#### Purpose of the Fair Access Panel

To ensure that West Northamptonshire Council's Fair Access Protocol (FAP) operates effectively outside the arrangements of co-ordination and will be triggered when a parent of an eligible child has not secured a school place under in-year admission procedures.

In order to ensure that both the pupils and the school receive appropriate support from other agencies, the Fair Access Panel (FA Panel) meetings will have multi-agency representation to ensure that all pupils are placed into school with appropriate support and without unnecessary delay.

The FA Panel will meet in the following areas of the West Northamptonshire:

- Northampton
- Daventry/Towcester

#### 1. Membership of the FA Panel

1.1 Each secondary school within West Northamptonshire will nominate a representative who will have lead responsibility for Admissions and/or Inclusion at the school and who will be able to contribute effectively to discussions regarding the most appropriate school for the child based on the factors considered. If representatives from either the school or the LA are unable to attend, they **must** send a suitable substitute who is authorised to make a decision at the FA meeting;

1.2 Representatives from the LA (dependent on the circumstances of the cases presented) may include:

- Senior Admissions Officer (West) – School Admissions
- Senior Inclusion Officer or Education Inclusion Manager – EIPT
- Early Help Coordinator for the area
- A representative from the AP, where appropriate.

#### 2. Accountability

2.1 Following discussions at the meeting by all parties, a school will be identified at the meeting as the appropriate school to admit the student;

2.2 The 2021 School Admissions Code is clear that agreement must be reached and decisions made at the Fair Access at the meetings;

- 2.3 Parental preference will be the main consideration, though it does not have to be adhered to for allocations made under the Fair Access Protocol (ref. School Admissions Code 3.11);
- 2.4 Following the FA Panel meeting, the identified school will receive a FAP letter and it is expected that the school will make contact with the parent to arrange a date for admission without delay.

### **3. Operation of FA Panel Meetings**

- 3.1 Meetings are planned to be held at 4-weekly intervals at a date and venue to be agreed at the start of the academic year for the rest of the year or, in some cases, at the previous meeting by all members of the panel. Meetings will be held at intervals which make it possible for the LA to achieve allocation of places via the FAP within the 20-school day timescale required by the Code;
- 3.2 Dates and venues for areas which hold a Behaviour & Attendance Partnership (BAP) meeting (Towcester) will be agreed by schools in those areas – the intervals of the meetings must enable the LA to achieve allocation of places via the FAP within the 20-school day required by the Code;
- 3.3 The School Admissions team will send details of the FA cases to be presented at the FA Panel in an agenda. The agenda will be sent via Egress secure email to panel members up to three days before the meeting is to be held.

### **4. Discussion and outcome of FA Panel meetings:**

- 4.1 The FA Panel/BAP members will discuss each case on the agenda in order to establish the most appropriate school/provision and the FA Panel will decide who will be the lead professional in the case;
- 4.2 Information regarding the child's previous history will be presented at the meeting, including details of 'other agency' involvement;
- 4.3 If the child was previously attending a school in the area, the representative from that school will be expected to present to the FA Panel any additional information about the pupil's previous history, attendance, behaviour and details of any support which has been in place at the school.
- 4.4 Following discussion, a school will be identified at the meeting;
- 4.5 Once a school has been identified by the FA Panel, the WNC's School Admissions team will send a letter promptly to the Academy Trust / Admissions Committee confirming the allocation and ensuring that that the child is admitted as soon as possible.

### **Review of the FA Protocol**

The working methods and effectiveness of the Fair Access Protocol will be reviewed at each PSG meeting.

### **To be discussed at PSG**

Fair Access meetings to be chaired by one of the schools in the area.



## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13<sup>TH</sup> JULY 2021

#### CABINET MEMBER FOR FINANCE: Councillor Malcolm Longley

Report Title	Shared Service Arrangements
Report Author	Martin Henry, Executive Director, Finance

#### Contributors/Checkers/Approvers

West MO	Geoff Wild	
West S151	Martin Henry	
Other Director/SME		

#### List of Appendices

Appendix A – Internal Audit report

Appendix B – Revenues and Benefits Options appraisal

#### 1. Purpose of Report

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- 1.1. This report provides members with an overview of the current Internal Audit Service and the Revenues and Benefits service and asks members to consider and approve options for future service delivery.

#### 2. Executive Summary

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- 2.1 On vesting day West Northamptonshire Council inherited a mixture of operating models from the sovereign councils for a number of services.
- 2.2 This report focusses on the operating models inherited for Internal Audit Services and the Revenues and Benefits service and seeks to streamline the arrangements so that only one operating model is in place (for each service) rather than a number of different models as is currently the case.

- 2.3 This will allow for greater influence and control over the provision of the service, the implementation of best practice, the streamlining of processes and the avoidance of duplication of effort.
- 2.4 The report recommends that these two services are brought in-house. It is anticipated that the cost of the revised service can be contained within existing budgets.
- 2.5 Members are asked to consider the content of this report and to endorse the option to bring the services back in-house as soon as is practicable .

### **3. Recommendations**

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3.1 It is recommended that the Cabinet:

- a) Note the contents of this report and the related appendices
- b) Approve the option to bring the Internal Audit Service in-house
- c) Approve the option of an in-house service delivery model for Revenues and Benefits
- d) Grant delegated authority to Executive Director, Finance in consultation with the Portfolio Holder for Finance to take all necessary steps to implement the in-house provision of internal audit services and Revenues and Benefits services as soon as is practicable.

### **4. Reason for Recommendations**

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To enable the implementation of a single operating model for Internal Audit Services and Revenues and Benefits services in order to streamline service provision and become a more efficient arrangement which incorporates best practice wherever possible. This should lead to improved customer service to residents and businesses in the area.

In addition, following the notice of termination of a partner (Cherwell District Council) and subsequent desire by the provider company to terminate the arrangement

### **5. Report Background**

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5.1 The following arrangements were inherited by West Northants on Vesting Day for Internal Audit and the Revenues and Benefits Service.

#### **Internal Audit Services**

5.2 On vesting day the following arrangements were inherited by West Northants Council in respect of Internal Audit Services.

- Northants County Council Service provided under lead authority arrangements
- Northampton Borough Council service provided under a combination of lead authority arrangement, an outsourced service and some in house provision.
- Daventry District Council service provided by an in-house team
- South Northants Council provided by an out-sourced arrangement.

This mixture of service provision was transferred to WNC on 1 April 2021.

5.3 Currently Internal Audit Services have an interim arrangement in place across the three predecessor areas. The Chief Internal Auditor role is provided by Milton Keynes Council.

5.4 Attached at Appendix A is a report that was considered and supported by the Executive Leadership team providing further detail behind the recommendation to bring the service back in house.

### **Revenues and Benefits**

5.5 Revenues and Benefits provides one of the largest customer services of the Council and offer the following services to both maximise income to the Council and to protect and support some of our most vulnerable residents:

- Housing Benefit and Council Tax Reduction to over 30,000 households
- Council Tax billing and collection for over 178,000 households
- Business Rates billing and collection for over 12,000 businesses
- Collection of the Business Improvement District Levy for Northampton Town Centre; and
- Delivery of a debt and money advice service for our residents.

5.6 Similar to the Internal Audit Service there is currently a complex 'patchwork' of service delivery models across the three predecessor areas:

- Daventry has an in-house team with approximately 21 FTEs who are employees of WNC
- Northampton's service is provided by the lead authority model led by MKC with the operational management and resources (around 98 FTEs) delegated to MKC and then provided back to WNC; and
- South Northants use a local authority wholly owned TECKAL company (CSN Resources) to provide the service.

5.7 With the creation of WNC Cherwell District Council have taken the decision to create an in-house service and have served formal notice to terminate the CSN contract and to cease to be a member of CSN Resources with effect from 5 November 2021, which has necessitated a change and restructure of the current arrangement with the service provider, (CSN).

5.8 Moving forward the ambition for the service is to deliver an excellent, efficient, cost effective service reflected by strong collection rates, good benefits performance and delivery of a shared single software system for WNC. This will be very difficult to achieve with the current service delivery arrangements and should drive not only service improvement but also financial savings.

5.9 Attached at Appendix B is an options appraisal that was recently considered and supported by the Executive Leadership Team.

## **6. Implications (including financial implications)**

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### **6.1 Resources and Financial**

- 6.1.1 There are no financial implications arising directly from this report. The report sets out a proposed direction of travel and seeks delegated authority to the Executive Director of Finance to implement an in-house team for Internal Audit and Revenues and Benefits.
- 6.1.2 The primary reason for this is to have one operating model in place for each service in order to 'clean up' the currently over complicated, inherited arrangements. This will lead to improved service provision, incorporation of best practice, streamlined processes and ultimately reduce costs or increase income (Council Tax and Business rates).
- 6.1.3 The appendices set out the reasons for the recommendations in more detail and it is expected that the cost of the new service in both cases will be at least cost neutral. Detailed design and implementation of the proposed approach will determine any financial savings that can also be harvested as part of the process.
- 6.1.4 There will be HR and transformational implications associated with these proposals.

## 6.2 **Legal**

- 6.2.1 Although there are no legal implications arising directly from this report the proposals will necessitate early termination of the lead authority arrangements for Internal Audit and Revenues and Benefits, the termination of the service contract with CSN Resources and dissolution of CSN Resources as a company.
- 6.2.2 Legal advice has been sourced to ensure that due process is followed throughout the process of restructure, specifically in relation to the termination and exit strategies for existing agreements to include considerations relating to TUPE, IPR, company dissolution and contractual terms and conditions.
- 6.2.3 Legal advice is sourced to support the service in ensuring that there is continuity of service provision to ensure that the Council continues to meet its statutory obligations and duties during the transition process.

## 6.3 **Risk**

- 6.3.1 It will be essential to ensure that there is a robust and agreed transition plan in place to ensure a smooth transition and to ensure service delivery continuity.
- 6.3.2 In order for delegation to be exercised any risks arising during the process or as a result of the legal advice received will be clearly identified and mitigated.

## 6.4 **Consultation**

- 6.4.1 Executive Leadership team (ELT) have received and supported a report on the proposal for Internal Audit Service (copy is shown at Appendix A of this report). The issue of potentially exiting the internal audit arrangement has also been raised at the lead authority board on 26 May 2021.

6.4.2 The Revenues and Benefits Options Appraisal has also been received by ELT and the option of an in-house service has been approved. MKC as the lead authority have been made aware of the potential direction of travel and are currently considering the impacts.

6.4.3 An initial update has been given to a meeting of the Directorate Consultation Forum on 15 June 2021.

6.5 **Consideration by Overview and Scrutiny**

6.5.1 Not yet considered by committee.

6.6 **Climate Impact**

6.6.1 No impacts have been identified

6.7 **Community Impact**

6.7.1 No specific impacts have been identified at this stage, but any impacts are expected to be beneficial in that a single in-house service delivery will help to deliver improved services to our residents.

**7. Background Papers**

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7.1 None.

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**Shared Services Arrangements. APPENDIX A**

**Options Appraisal**

<b>Project Stage</b>	Approval
<b>Document Type</b>	Options Appraisal
<b>Project No.</b>	
<b>Project Name</b>	Revenues and Benefits Future Service Delivery
<b>Audience for this document</b>	
ELT	
<b>Purpose of this document</b>	
To outline the current service delivery of the Revenues and Benefits service for West Northamptonshire Council (WNC) and to provide options for the future delivery under a single service delivery model.	

**1. Document Control**

<b>Version History</b>			
<b>Date</b>	<b>Version</b>	<b>Author</b>	<b>Brief Comments on Changes</b>
22.5.21	1	Belinda Green	

<b>Distribution (For Information, Review or Approval)</b>	
<b>Name</b>	<b>Resp <sup>(1)</sup></b>
	R/A/I

<sup>(1)</sup> Responsibility: R=Review, A=Approval, I=Information

<b>Document Approval</b>	
<b>Date</b>	<b>Who</b>



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**2. Options Appraisal**

**1. What is the business challenge?**

Revenues and Benefits provides one of the largest customer services of the Council comprising of the administration and operation of the Council’s Council Tax, Business Rates and Benefits services as well as the debt and money advice service, inspections to maximise income and recovery of overpaid Housing Benefit.

These services include:

- Housing Benefit and Council Tax Reduction support to over 31,000 households
- Council Tax billing and collection for over 178,000 households
- Business Rates billing and collection for over 12,000 businesses
- Collection of the Business Improvement District Levy for Northampton Town Centre and Brackmills
- Delivery of a debt and money advice service offering support to our residents.

Fraud investigation is delivered differently across West with an in-house team at Daventry, an external service provider for South Northants and Internal Audit delivering for Northampton. It is suggested that this area is not included in the options appraisal and that service delivery should remain unchanged pending a corporate review.

Moving forward the ambition for the service is to deliver an excellent, efficient, cost effective service to all our residents and partners. This will be reflected in the following:

- Collection performance which maintains or improves on the current performance of the predecessor councils
- Benefits performance on assessment of new claims and changes which is above national position and supports and protects our most vulnerable customers
- Delivery of digital services and a shared single software system
- Maximising income to West Northants Council by inspections and pro-active collection methods
- Develop the skills and capability of team members who are trained and motivated and offered development opportunities
- Working with other departments and partners to identify efficiencies deliver a joined-up customer focused service
- Delivery of a collaborative debt and money advice service across West Northants.

**In scope for this options appraisal**

Area	In scope?	
Council Tax billing, collection and recovery including evening team and inspections	Yes	



NDR billing, collection and recovery including evening team and inspections	Yes	
Business Improvement District Levy collection	Yes	
Assessment of Housing Benefit and Council Tax Reduction claims including DHPs, appeals, hardship payments, recovery of overpaid Housing Benefit	Yes	
Housing Benefit subsidy and government returns	Yes	
Systems and performance	Yes	
Debt and money advice	Yes	
Fraud	No	<b>No change suggested pending corporate review</b>

There is currently a 'patchwork' of service delivery models for WNC

**Current service delivery models**

**Northampton area**

In June 2013 Northampton Borough Council (NBC) entered into a Partnership and Delegation Agreement (PDA) with Local Government Shared Services (LGSS) for the delivery of their Revenues and Benefits service.

The PDA was then extended to include a wider partnership with Milton Keynes. The LGSS Revenues and Benefits Joint Committee was established to facilitate the joint delivery of the Revenues and Benefits functions.

Cambridgeshire County Council (CCC), Northampton County Council (NCC), Milton Keynes Council (MKC) and Northampton Borough Council (NBC) decided to terminate the LGSS Revenues and Benefits agreement and the Joint Committee was also dissolved with effect from 1<sup>st</sup> December 2020.

The decision was taken to continue to work collaboratively to deliver the Revenues and Benefits Shared Service under a lead authority model led by MKC. It was also agreed by all parties that from 1<sup>st</sup> December 2020 CCC would not be party to the new agreement. A Shared Services Agreement (under Local Government (Goods and Services) Act 1970) was established between NCC, MKC and NBC.

Lead Authority model means that the strategic and operational management of the Revenues and Benefits service are delegated to MKC.



Support services are supplied by MKC and/or Northampton

A Revenues and Benefits Partnership Board has been established from March 2021 for oversight of the Shared Service chaired by S 151 at MKC and attended by S151 at WNC and Revenues and Benefits AD for West and MK Head of Revenues and Benefits service.

Under the shared services employees were not transferred to another employer as result of Northampton entering this agreement and therefore remain as employees of WNC. Lead Authority have delegated responsibility for day to day management of the team

Any Council may withdraw from this agreement with notice of not less than 18 months (or such other period of notice as the Councils may agree).

### **South Northants**

The Revenues and Benefits service for South Northants area is delivered by CSN Resources, a not for profit teckal company. CSN is jointly owned by Cherwell District Council and West Northants Council (from 1 April 2021) and was established to support delivery of the councils' Revenues and Benefits services and to provide an operating environment for commercial services. The service includes Revenues and Benefits, Inspections, Recovery of overpaid Housing Benefit and a Debt and Money Advice service (delivered just for South Northants)

It is a fully fledged company with strong governance arrangements in place with an overarching Articles of Association setting out the purpose of the company, powers, rights of the shareholders and procedures for shareholder meetings and board meetings. The articles are supplemented with a shareholder agreement.

There are service contracts between the two Councils and CSN (i.e. each Council contracts separately with CSN). There are SLAs in place for support services.

The board of directors including four non-executive directors two from each Council and a Managing director and Operations Director meet on a bi-monthly basis. Shareholder meetings are also held on a regular basis

With the creation of the new West Northants unitary council Cherwell Council have reflected on the future delivery of their Revenues and Benefits service and have taken the decision to bring their services back in house. On 5 May 21 Cherwell issued formal notice to terminate the contract and to cease to be a member of CSN Resources after a period of 6 months so the agreement will terminate on 5 November 2021. Cherwell will stand up an in-house structure in June/July 21. The contracts will remain in place until 5 November 2021 and CSN will continue to deliver the service to both Councils. Any officers who do not express an interest roles in the CDC structure will remain in CSN post November 21 delivering a service to West Northants unless WNC seek to move away from CSN as a service provider at the same time.



**Daventry**

The service for the Daventry area is offered by an in-house team. The service delivery includes Revenues and Benefits, Inspections, Fraud, recovery of overpaid Housing Benefits and debt and money advice.

**Financial and staffing**

**Northampton (delivered BY MK under Lead Authority model).**

There are approximately 99 FTEs WNC employees in the Lead Authority service. This includes 5 full time Service Delivery Managers who currently report to the Head of Revenues and Benefits at MKC.

The service cost for 2020-2021 was £3,637,000 93% of which is staffing related. The Lead Authority have also historically had any central government new burdens grant ‘passported’ to the service. This excludes costs for software systems.

**South Northants delivered by CSN Resources**

There are 65.2 FTEs in the company of which approximately 26 FTEs are employed on South Northants work at any given time.

The cost of the South Northants (excluding any SLA costs) in 2020-2021 was £1,153,566. CSN have also had an element of any central government new burdens grant ‘passported’ to the service. This cost excludes software systems.

**Daventry delivered in-house.**

There are approximately 21 FTEs delivering the in-house service for the Daventry area. The cost of the service in 2020-2021 was £1,255,711 of which £922,138 was staffing costs. This cost includes software system for Daventry.

**Performance**

Revenues and Benefits service reports on a number of national performance indicators. [Appendix A](#) of this report provides detailed performance data for the three areas from 2015-2016 onwards.

The table below provides a snapshot of the levels of performance for 2019-2020.

	<b>Daventry</b>	<b>Northampton</b>	<b>South Northants</b>	<b>National average</b>
<b>Council tax collection in year</b>	97.84%	95.99%	98.64%	96.8%



<b>Business rates collection in year</b>	98.88%	97.92%	98.5%	98%
<b>Benefits average time to assess new claims</b>	25.2 days	20.11 days	6.82 days	17 days
<b>Benefits average time to assess changes</b>	3.63 days	7.06 days	4.2 days	4 days

<b>2. Options Summary</b>	
<b>2.1 Option 1 - No change</b>	
<b>Criterion</b>	<b>Comment – to retain the status quo i.e. three different service delivery models.</b>
<b>Description</b>	Retain the three very different service delivery methods.
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• Minimises change for staff</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Complex picture with differing financial models and governance arrangements</li> <li>• Resources required to monitor external service delivery</li> <li>• Difficult to manage, limited direct control for West Northants</li> <li>• Reduces opportunity to align to West Northants culture and values</li> <li>• Multiple engagement/consultations for any service changes</li> <li>• Benefits and savings associated with one single service delivery will not be realised</li> <li>• Different visions and strategic priorities of the different partners make this option impractical</li> <li>• Negative impact on staff morale – confusion around management</li> <li>• Reduced opportunity to deliver performance improvement</li> </ul>



<b>2.2 Option 2 – Outsourcing</b>	
<b>Criterion</b>	<b>Comment</b>
<b>Description</b>	Delivering of the Revenues and Benefits service by an external company
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• Method of dispersing Revenues and Benefits function</li> <li>• Don't have to worry about resource management</li> <li>• Can be ideal for short-term projects</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Dependent on finding a supplier</li> <li>• Possibility of opting for 'unfit' larger supplier</li> <li>• Full procurement process required</li> <li>• Long delivery times – up to 12 months to get this in place</li> <li>• Service in hands of a third party</li> <li>• Loss of management control and flexibility</li> <li>• Limited ability to influence operations of activities</li> <li>• Lack of quality control as focus often profit driven</li> <li>• Potential quality issues</li> <li>• Instability for service and staff</li> <li>• Loss of local jobs/impact on local economy</li> <li>• Productivity can fluctuate through the year depending on how resources allocated</li> <li>• Communication challenges and cultural differences</li> <li>• Lack of understanding of local issues</li> <li>• Complexities of Service Level Agreement documents</li> <li>• Resources to monitor the service level agreements</li> <li>• Need to perform client-side function</li> <li>•</li> </ul>

<b>2.3 Option 3 – Enter into the Lead Authority (Shared Service) arrangement lead by Milton Keynes</b>	
<b>Criterion</b>	<b>Comment</b>
<b>Description</b>	Revenues and Benefits service delivered under a Lead Authority model
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• Opportunity to share good practice and learning</li> <li>• Opportunity to grow market share</li> <li>• Potential access to larger pool of talent</li> </ul>



<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Loss of management control as functions are delegated</li> <li>• Impact on staff – organisational structure/sharing staff is sometimes unclear</li> <li>• Different cultures across the shared service partners</li> <li>• Lack of a clear and shared vision</li> <li>• Different expectations about standards of performance</li> <li>• Complex HR issues including lack of opportunity to harmonise terms and conditions due to local variety</li> <li>• Technical issues are challenging – integrating different IT servers and systems and hosting of infrastructure</li> <li>• Transparency is challenging</li> <li>• Complexity of charging model, indemnities and risk</li> <li>• Complex governance arrangements including requirement for joint boards/committees</li> <li>• Decision making becomes complex and lengthy process</li> <li>• Need to perform client-side function</li> <li>• Reduces opportunity to harmonise software systems</li> <li>• Performance lags behind other arrangements</li> </ul>
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<b>2.4 Option 4 – CSN Resources to offer service</b>	
<b>Criterion</b>	<b>Comment</b>
<b>Description</b>	Not for profit teckal company, CSN is jointly owned by Cherwell District Council and West Northants Council
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• As sole owner of the company from November 21 WNC will have 100% control of fully established company</li> <li>• Could be used for other commercial opportunities/services</li> <li>• Opportunity to make savings from pension contributions</li> <li>• Limited risk if providing services solely to WNC</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Seeking commercial opportunities can take attention away from core service delivery</li> <li>• Only get the service agreed under the contract– no extras</li> <li>• Complex governance arrangements – need to have Board with MD/Non-Execs, company secretary</li> <li>• Lack of flexibility</li> <li>• Lack of direct control</li> <li>• Need to perform client-side function - resources</li> <li>• More complex financial model</li> <li>• Potential to use CSN for other services will be restricted by the Articles of Association</li> </ul>



	<ul style="list-style-type: none"> <li>• Complexity around staff terms and conditions very different – e.g. pension schemes</li> <li>• Greater exposure to risk if begin trading with other councils</li> <li>• Legal compliance</li> </ul>
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<b>2.5 Option 5 – Insource all Revenues and Benefits service</b>	
<b>Criterion</b>	<b>Comment</b>
<b>Description</b>	Delivering the Revenues and Benefits service in house under one structure
<b>Advantages</b>	<ul style="list-style-type: none"> <li>• Direct control of the service</li> <li>• Opportunity to make savings in 22-23 and beyond</li> <li>• Opportunity to import best practice and stabilise and then improve performance</li> <li>• Escapes outsourcing costs like unnecessary fees</li> <li>• Opportunity to align service delivery to West Northants Council values and plans</li> <li>• Opportunity to re-engineer services to deliver improved services</li> <li>• Better control over decision making and priorities</li> <li>• Recruitment and retention of staff – employee sense of identity</li> <li>• Culture – one organisational culture and expectations about performance and behaviours</li> <li>• Opportunity to harmonise IT systems including servers/hosting of infrastructure to make savings/efficiencies</li> <li>• Opportunity to develop working relationship with NNC</li> <li>• Opportunity to harmonise terms and conditions</li> <li>• Ability to understand and react to the needs of residents and service users</li> <li>• Opportunity to develop talent of employees</li> <li>• Better for local economy – job retention</li> <li>• Opportunity to work collaboratively with other WNC services to improve customer service/efficiencies</li> <li>• Flexibility and added value</li> <li>• No need for client side function</li> </ul>
<b>Disadvantages</b>	<ul style="list-style-type: none"> <li>• Risk of not being able to recruit in current market</li> <li>• Onboarding new employees including training takes time</li> <li>• Could be an impact on central resources such as HR</li> </ul>



### 3. Financial Appraisal

Area	Approximate costs 2020-2021
Daventry (in-house)	£1,255,711
Northampton (MK Lead Authority)	£3,637,000
South Northants (CSN Resources)	£1,153,566
<b>Total</b>	<b>£6,046,277</b>

### 4. Benefits Appraisal

### 5. Recommendations

Recommendation is option 5 –establish an in-house service delivery for Revenues and Benefits.

#### Provisional timetable/key milestones

	Date	Officer
Options appraisal to be completed	By 25 May 2021	Belinda Green
Report to S151	By 1 <sup>st</sup> June 2021	
Options appraisal to ELT for decision	Early June	
Implementation Plan (including democratic decision- making process)	End of July	



**SWOT analysis to support recommended option**

<p><b>Strengths</b></p> <ul style="list-style-type: none"> <li>• Direct control of service delivery</li> <li>• Simplified decision-making process</li> <li>• Less complex governance arrangements</li> <li>• Ability to develop and invest in staff</li> <li>• Flexibility</li> <li>• Added value</li> <li>• No additional costs from outsourcing</li> <li>• Working collaboratively with other WNC services</li> <li>• Working with NNC</li> <li>• Local knowledge to inform service delivery</li> <li>• Ability to react quickly to change</li> <li>• Benefits local economy</li> <li>• Shared values</li> <li>• More motivated workforce</li> <li>• Greater links between service delivery and strategic priorities</li> <li>• Incorporation of best practice</li> </ul>	<p><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>• Time taken to train new team members in complex areas.</li> </ul>
<p><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>• Potential to make savings on service provision</li> <li>• Incorporation of best practice</li> <li>• Stabilisation and improvement of performance</li> <li>• Potential service redesign</li> <li>• Quality value for money service provision</li> <li>• More responsive to local need/customers</li> </ul>	<p><b>Threats</b></p> <ul style="list-style-type: none"> <li>• Unforeseen changes to government legislation</li> <li>• Changing national policy agendas</li> <li>• Welfare reform and impact on residents</li> <li>• Change in government targets</li> <li>• Unable to recruit experienced staff to key roles</li> <li>• Harmonisation of IT systems and data</li> </ul>



**West  
Northamptonshire  
Council**

<ul style="list-style-type: none"><li>• Develop local talent/team members</li><li>• Align culture to that of WNC</li><li>• Opportunity to harmonise systems for efficiencies</li><li>• Quick wins to deliver service improvements</li><li>• Service integration – more joined up services</li><li>•</li></ul>	
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**APPENDIX A**

**PERFORMANCE DATA**

**COUNCIL TAX COLLECTION – IN-YEAR**

	15/16	16/17	17/18	18/19	19/20
Daventry	97.76%	98.15%	98.10%	97.97%	97.84%
Northampton	96.04%	96.32%	96.34%	93.32%	95.99%
South Northamptonshire	99.10%	99.02%	99.00%	98.50%	98.64%
West Northants Council	97.23%	97.44%	97.44%	97.28%	96.88%

**BUSINESS RATES COLLECTION – IN-YEAR**

	15/16	16/17	17/18	18/19	19/20
Daventry	99.42%	99.26%	99.57%	98.73%	98.88%
Northampton	98.43%	97.00%	97.42%	98.17%	97.92%
South Northamptonshire	98.18%	98.51%	98.68%	99.06%	98.50%
West Northants Council	98.66%	97.81%	98.17%	98.44%	98.27%

**Benefit New Claim – average time to assess**

	15/16	16/17	17/18	18/19	19/20
Daventry	30.21	27.37	28.20	25.44	25.26
Northampton	27.07	23.91	27.52	26.59	20.11
South Northants	9.55	13.24	10.34	9.30	6.83
West Northants	25.74	23.11	25.55	24.69	19.67



**Benefits – average time to assess changes**

	15/16	16/17	17/18	18/19	19/20
Daventry	3.83	3.55	3.71	4.52	3.63
Northampton	9.51	5.97	10.02	7.47	7.06
South Northants	3.03	3.27	4.79	4.74	4.23
West Northants	8.19	5.34	8.76	6.89	6.40

## Shared Services Arrangements APPENDIX B

### Shared Service Arrangements

#### Internal audit

##### Introduction

This briefing note sets out the current situation with the Internal Audit Service.

##### Information

Internal audit was previously provided under the Local Government Shared Service (LGSS) arrangement. In December some ex-LGSS services were essentially replicated in a lead authority arrangement whereby resources should be put at the disposal of a lead authority who would direct those resources to provide the relevant service to the participating organisations.

The lead authority for Internal Audit Services is currently Milton Keynes Council.

Lead authority arrangements work for high volume transactional services but do not work very effectively for professional or advisory services. The resource and charging mechanism is also overly complicated and difficult to understand.

The arrangement is further complicated where ex-District and Borough councils also ran those services and the staff involved in those services transferred to West Northamptonshire on 1 April.

The expectation for those services was that all resources (regardless of where they came from) would be delegated to the lead authority who would then provide the service back to participating authorities.

However, the structures for the lead authority services were not agreed and therefore consultation with affected staff could not take place and from the 1 April we have had interim arrangements in place whereby all the staff (and contracts in some cases) transferred to West Northants .

It is fair to say that these interim arrangements and lack of clarity on the arrangements are having a negative impact on some staff.

The current interim arrangement for Internal audit Services is as follows:

- Chief Internal Auditor role (Duncan Wilkinson) provided by Milton Keynes
- Some management support provided by Milton Keynes
- Half of the ex LGSS/NCC staff transferred to WNC
- SNC external contract for internal audit transferred to WNC
- NBC internal controls staff and manager transferred to WNC
- DDC internal audit staff transferred to WNC

As the lead authority internal audit structure was not in place for vesting day the direct line management arrangements currently reports into the Executive Director – Finance with a dotted

line into the Chief Internal Auditor at Milton Keynes in order for resources to be directed to the audit plan.

Under the lead authority arrangement all resources should be put at the disposal of the Chief Internal Auditor for him to use across the all of the different partners as he sees fit. However, it has been made clear that there is an expectation in this interim period that the resources that have come across to WNC are dedicated to WNC and should not provide support to other areas.

Ordinarily the resources would be provided to Milton Keynes who would then provide a service back to WNC and then charge WNC for that service. This is an unnecessarily over-complicated arrangement.

The preference is for a straightforward arrangement whereby the resources inherited by WNC for Internal Audit are used for WNC's internal audit and we move away from the lead authority arrangement. This would involve recruiting our own Chief Internal Auditor who would have responsibility just for WNC and the resources available for Internal Audit that came across on vesting day. But we would have a fully dedicated resource.

The complication in all of this is that to exit the lead authority arrangements we would be expected to give 18 months' notice to the Lead Authority board. The preference is for us to exit the arrangement as soon as possible but ensuring a smooth transition to exit.

The issue of potentially exiting the internal audit arrangement was raised at the lead authority board on 26 May 2021 with a preference that we have exited the arrangement by 1 April 2022. This approach was supported by North Northamptonshire who also have a preference for their own dedicated internal audit team.

Milton Keynes (as lead for this service) agreed to bring back an options paper to the board setting out the potential consequences of this decision and options associated with it. A subsequent discussion with Milton Keynes indicated that there may be agreement to bring the arrangement to an end sooner rather than later but certainly ahead of the 18 month notice period.

### **Recommendation**

This briefing paper has been brought for information and for ELT colleagues to consider and endorse the approach to bring the internal audit service back in house as soon as is practicably possible whilst ensuring the authority is not exposed to an excessive level of risk in relation to bringing the service back in house.

There are HR and transformational implications associated with this approach and these will be picked up separately with these service areas.

Should we move from the interim arrangements to the lead authority arrangement properly there would also be HR and Transformation implications.

Martin Henry

28 May 2021.



## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

13 July 2021

#### CABINET MEMBER WITH RESPONSIBILITY FOR ECONOMIC DEVELOPMENT, TOWN CENTRE REGENERATION AND GROWTH: COUNCILLOR LIZZY BOWEN

Report Title	Northampton Market Square Redevelopment
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Contributors/Checkers/Approvers		
West MO	Catherine Whitehead	2nd July 2021
West S151	Martin Henry	2nd July 2021
Executive Director for Place, Economy and Environment	Stuart Timmiss	2nd July 2021

#### List of Appendices

Appendix 1 – Northampton Market Square Stage 2 Design Report

Appendix 2 – Master Programme

#### 1. Purpose of Report

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- 1.1 The purpose of this report is to update Cabinet and seek the necessary approvals to deliver the Future High Street Funded project on Northampton Market Square. This includes approving the use of the ring fenced Future High Street Fund Grant of £8,427,625, making all necessary appointments, including the design team and

contractors and seeking all other approvals required including planning and Highways.

## 2. Executive Summary

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- 2.1 This report provides context on the Future High Street Fund (FHSF) grant that was awarded to West Northamptonshire Council on the 1<sup>st</sup> April 2021 for the Northampton Market Square public realm improvements.
- 2.2 The 2018 budget announcement central Government launched Our Plan for the High Street which included £830 million for the Future High Street Fund. The aim of the Future High Street Fund is to renew and reshape town centres and high streets in a way that drives growth, improves experience and ensures future sustainability.
- 2.3 The process of public consultation, design development, final design objectives and principles are explained. The Stage 2 Design Report (**Appendix 1**) that formed part of the successful FSHF bid provides further guidance on the evolution of the public realm design proposals. These proposals will see the transformation of the Market Square with new planting, tiered seating, an interactive water feature, a condensed & improved market and new surfacing.
- 2.4 The next stages of the capital project are explained including the WNC project governance process, Design Team appointments, the detailed design process, details of further public consultation, the planning process and procurement of a principle contractor. The programme for the project leading to final completion of the public realm improvements in November 2023 is broken down, in line with the FHSF deadline for final completion at the end March 2024.

## 3. Recommendations

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- 3.1 Cabinet is asked to:
  - a) Note the work to date on securing £8,427,625 for the redevelopment of Northampton Market Square and the next steps that are required to take forward this project.
  - b) Approve the use of the ring fenced Future High Street Grant Funding of £8,427,625 for the Northampton Market Square public realm improvements as set out in this report and the Stage 2 Design report (appendix 1).
  - c) Delegate authority to the Executive Director of Place, Economy and Environment in consultation with the Section 151 Officer, the Monitoring Officer and the Cabinet Member for Economic Development, Town Centre Regeneration and Growth to:

- appoint the Design Team to develop the Market Square proposals following an OJEU compliant procurement process.
  - appoint the principle contractor that demonstrates best value and quality using an OJEU compliant procurement process.
- d) Delegate authority to the Head of Major Projects and Regeneration to approve the final design ahead of the procurement of a principal contractor. This will be taken through the Northampton Town Deals Board, Northampton Forward, to seek their agreement and incorporate feedback following the public consultation while ensuring that the design principles set out in the current stage of work are adhered to.
- e) Note that a full planning application using the detailed design proposals will be submitted as part of this work.
- f) Note the additional revenue pressure that this project will create to West Northamptonshire Council as a result of different maintenance regimes being required and as a result of the monitoring and evaluation obligation upon completion.

### 3.2 Reason for Recommendations

- The recommendations proposed align closely with the objectives established in the West Northamptonshire Council Corporate Plan 2021-2025, specifically the Green and Clean, Thriving Villages & Towns and Economic Development priorities.
- The recommendations proposed align with the Northampton Town Centre Masterplan and will see the design and implementation of the catalyst regeneration project for the Town.
- The recommended course of action is in line with the objectives, outputs and benefits expected from the Future High Street Fund to renew and reshape town centres and high streets in a way that drives growth, improves experience and ensures future sustainability.
- The recommendations above are required to progress the public realm improvement as submitted to the FHSF.

## 4. Report Background

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### Future High Street Fund (FHSF) grant

- 4.1 In the 2018 budget announcement central Government launched Our Plan for the High Street which included £830 million for the Future High Street Fund. The aim of the Future High Street Fund is to renew and reshape town centres and high streets in a way that drives growth, improves experience and ensures future sustainability. It will

do this by providing capital funding to successful applicants to support transformative and structural changes to overcome challenges in their area. Northampton was shortlisted as one of one hundred Towns to bid for the funding.

- 4.2 In 2019, Northampton Forward was formed to develop the Town Centre Masterplan Plan. This underwent public consultation in 2019 and proposed a range of capital projects for funding that would enable the Regeneration of Northampton Town Centre.
- 4.3 Northampton Forward is an informal partnership with the primary role of coordinating and driving forwards the integrate regeneration and growth within Northampton, including Northampton town centre. The board is responsible for establishing a strategy and delivery framework for future development to achieve this vision. The delivery of the regeneration framework shall be carried out by Northampton Forward's key partners, i.e. West Northamptonshire Council, South East Midlands Local Enterprise Partnership, The University of Northampton, Northampton Town Centre Business Improvement District, Northamptonshire Police, Northamptonshire Chamber of Commerce, Royal and Derngate as well as representatives from the private and community sectors.
- 4.4 After further public consultation and workshops two were selected from the Masterplan that would have the greatest transformative impact for the Town and were selected for inclusion in the final FHSF business case. The two projects that were put forwards included the Market Square public realm improvements and the refurbishment/extension of Waterloo House (a building adjacent to the Market Square) as a co-working space. In June 2020 Northampton Forward approved and submitted the detailed business case at a value of £12.21m.
- 4.5 After a clarification process over the course of 2020/21, on the 1st April 2021 West Northamptonshire Council received confirmation of £8,427,625 from the FHSF to fund the Market Square public realm in full. The Waterloo House project was not funded by the FHSF grant and has subsequently been purchased by a private developer.

#### **Northampton Town Centre**

- 4.6 Northampton Town Centre plays a vital role as a major centre serving the town and a wider catchment of over 1m people. The population is expected to grow further over the coming years, supported by the Town's alignment to the Ox-Cam Arc increasing the role of the town centre in providing facilities that encourage community cohesion.
- 4.7 Despite the increase in population Northampton Town Centre has seen a decrease in footfall of 14.4% year on year, with this currently greatly increased because restrictions that have been implement as a result of the Covid 19 Pandemic.

- 4.8 The Northampton Town Centre Masterplan was approved by Cabinet in October 2019, this document sets the principles and the approach that will be taken to deliver the transformational change that is required.
- 4.9 The Town Centre Masterplan identifies catalyst regeneration projects aligned to the Council's long-term strategic objectives for Northampton Town Centre. These were focussed on, consolidating the retail core, growing the density of the town centre and nurturing an ecosystem for all kinds of urban life to flourish and expand. These proposals are framed within five town centre areas including the Market Square, Greyfriars, Abington Street - Eastgate Quarter, The Cultural Quarter and Marefair.

### **Northampton Market Square**

- 4.10 The Market Square lies at the heart of Northampton and was considered by the town's population as one of the most attractive and impressive parts of the Town Centre. The square has suffered from a lack of investment, with the market continuing to suffer from a declining number of stalls and the stalls being a focal point for anti-social behaviour into the evening.
- 4.11 The Towns Centre Masterplan public consultation demonstrates that the Market Square is a priority for the residents of Northampton to transform this area of the town. The lack of investment in the area has led to reduced footfall. Since January 2019, vacancy rates in Market Square and the surrounding area have increased by 11% (prior to the pandemic), highlighting the need for urgent intervention. This has been further exacerbated by the Covid 19 Pandemic.

### **The Market Square masterplan**

- 4.12 The design proposals for the Market square as submitted to Future High Street Fund are -
- The key activities across the square are broadly zoned by the paving banding, creating periphery activity to engage with the building frontages and a clear open central space for flexible events and activities.
  - The market will be condensed but will be significantly improved with the inclusion of a fixed permanent markets stalls and an area set up to receive temporary or seasonal stalls. It is intended that key desire lines and routes from transport connections to Abington Street will pass near the market stalls to assist with footfall.
  - The two large existing trees are proposed for removal and replacement. The existing trees, albeit mature and provide green amenity are not ideal species, nor have a particularly elegant form and would not endure the life expectancy of the new square proposals. Proposed trees are suggested to replace the

existing, and will be constructed with large underground cells to ensure they will have the potential to reach maturity

- To the north of the square a grove of trees will provide shade during the summer months. These trees help to frame the central event space and provide screening for the architecture to the north of the square. Stepped seating will be introduced to utilise the subtle level change across the square and provide an informal resting place for people to congregate and enjoy looking across the square.
- A large event space will be created at approximately 1,500m<sup>2</sup> which will have the capability to host a variety of types and sizes of events, performances and seasonal activities within the square.
- A water feature will be installed as the central attraction that provides everyday animation within the square. Its linear design is intended to support the activation of the western façades which are most suitable for cafe spill out interaction with the square. The feature will utilise the natural fall from north to south to create a rill type feature with small crossings to create east west permeability. The feature will end in the southern corner of the square with a larger, shallow pool with interactive jet fountains to create vertical interest and play provision.
- Large, elegant double-sided seating will sit along the length of the feature to allow for increased activation and people watching. The water feature will be illuminated at night-time with variable and seasonal display loops
- The whole Square will be resurfaced with a combination of new robust paving and re-using the existing cobble setts as a clear feature. New street furniture, lighting services, drainage and public art will be included.

- 4.13 The Market Square Stage 2 design report (**Appendix 1**) establishes the core principles that will rejuvenate the Market Square however the designs are for master planning and budgeting purposes only. It will now be a requirement to develop the proposals in more detail in order to obtain planning approval, tender the construction contract and implement the scheme to the best standards.

#### **Northampton Forward Towns Deal Board**

- 4.14 The Town Centre Masterplan and FHSF business have been developed in collaboration with Northampton Forward, a strategic partnership established to address existing issues within Northampton Town Centre. The partnership includes membership from key stakeholder groups across business, public services, the Northampton Town Centre BID and the community to ensure input from a broad cross-section of groups.
- 4.15 Northampton Forward Board meets monthly and is administered by West Northamptonshire Council. Board stakeholders have been engaged throughout the business case development process - setting the vision for success from the outset,

shortlisting options, reviewing and providing input into all aspects of the final submission including approving the final submission. The Board will continue as the key governance forum for overseeing transformational change in Northampton and the completion of the Market Square project.

#### **Detailed design and professional appointments**

- 4.16 The design proposals for the Market Square are currently designed to RIBA Stage 2. A Design Team will be appointed through an OJEU compliant procurement process in consultation with WNC Procurement to Design the proposals to RIBA stage 3+, this will consider the physical constraints and opportunities of the site. The detailed design work will include undertaking further invasive surveys, drainage CCTV, ground penetrating radar and topographical surveys of the site. The detailed designs will then be developed for the public realm including modelling the water feature and plans for hard landscaping, utilities, tiered seating, soft landscaping, tree planting, the type and number of permanent & temporary market stalls, level changes and all associated works.
- 4.17 External appointments will be required as the skills, qualifications and experience required to undertake the design work cannot be found in house at WNC. The appointments needed are listed below –
- Gillespie’s Landscape Architects will be appointed via the Procure Partnerships Framework due to their lead role in preparing the stage 2 designs. They will be employed as lead designer and will guide all the design team consultants in preparing details drawings and specifications.
  - A conservation advisor will be appointed to prepare a detailed heritage report in consultation with Historic England and the WNC Conservation Officer including a Heritage Impact Assessment.
  - Mechanical and Electrical consultant for the new street lighting proposals, power supplies for traders and events, new CCTV and mechanical equipment for the water feature.
  - Civil Engineer to provide detailed specifications and ensure compliance with relevant standards.
  - Quantity surveyor and Contract Administrator to manage the cost plan, ensure value for money, review/compare the costs submitted at procurement of the principle contract and manage any variations required during the works.

#### **Procurement of the principle contractor**

- 4.18 There is not the capability within WNC to undertake a construction project of this scale and complexity therefore there is a requirement to procure the services of a capable, competent and financially stable principle contractor. The contractor will be responsible for managing a range of employed staff and sub-contractors to undertake

the public realm improvements from start to completion, this includes a defects/liability period of 12 months.

- 4.19 This will be complex project in terms managing relationships with surrounding businesses and landowners before, during and after implementation. It is important the contractor proves their capability and allocates a resource to this task. This will be assessed as part of the quality criteria established during a compliant procurement process.
- 4.20 A robust procurement strategy will be applied to ensure the best value for money as well as compliance with relevant legislation. The principle contractor will be procured through a WNC approved competitive process. This competitive process will be a mini-competition or direct award through an OJEU compliant Framework Agreement. Contractors on the framework will be required to submit tender responses to a detailed set of pre-qualification questions, specifications and plans as prepared by the appointed Design Team within an agreed timeframe. Site visits, interviews with the contractor's management team, references and a clarification process will be a requirement of the procurement process.
- 4.21 Tender responses will be evaluated by WNC officers and the professional team against a percentage score of 60% price and 40% quality. The highest score for price (60%) will be given to the contractor that proves best value for money whilst demonstrating they have clearly understood and abided by the guidance given in a detailed pricing schedule. The 40% quality score will be broken down into sections including but not limited to relevant capability & experience, a detailed methodology for the works, a detailed programme of works for the construction and defects phase, risk management plans, added value, social value and environmental impact assessment.
- 4.22 All relevant assurances will be sought from the contractor including suitable insurance cover, liquidated and ascertained damages, performance bonds and parent company guarantees.

#### **Contractor management and contingency budgeting**

- 4.23 WNC will appoint an employer's agent, contract administrator and cost consultant (quantity surveyor) to manage the construction project through design and implementation. These appointments will be made at the same time as the design team to ensure consistency and continuity. The appointments will be procured in consultation with WNC Procurement through a compliant process.
- 4.24 The WNC Principle Regeneration Officer will be overseeing design and implementation and reporting back to the Project Board and Northampton Forward through the project initiation document, monthly highlight report and updates to the risk register. WNC project Governance and management processes will be followed.

- 4.25 There is a 10% risk contingency budget and 10% optimism bias adjustment built into the project cost plan as submitted to the funder to allow for unforeseen costs and inflationary pressures. This will ensure the project can be delivered at a time when construction supplies and materials are experiencing significant inflationary pressures. The design process will also be scrutinised by the appointed Quantity Surveyor to ensure it can be delivered on time and on budget.
- 4.26 The project will be delivered in line with the contractor's method statements submitted at the procurement stage, regular meetings defined at the tender stage and in line with a master programme.

### **Master Programme (Appendix 2)**

- 4.27 The FHSF project must achieve final completion by March 31st, 2024.
- 4.28 Surveys and the appointment of the Design Team will commence as a priority in July 2021. Detailed design and engagement with various stakeholders including the market traders and Town Centre Management Team will commence immediately in order to achieve milestones in the master programme.
- 4.29 There will be a 12-14-month design and planning process whereby the masterplans will be worked up in more detail by the Design Team and submitted to West Northants Development Control for approval. This process will take 3-4 months.
- 4.30 After a competitive procurement process works will commence in Summer 2022 and take approximately 12-18 months to Practical Completion. There will be a 12-month defects and liability period thereafter.

## **5. Implications (including financial implications)**

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### **5.1 Resources and Financial**

#### **Capital budget funded by way of the FHSF grant**

- 5.2 The cost for the project were calculated from the Stage 2 Design proposals with a QS appointed to undertake this assessment. A contingency budget is included with an allocation also made for optimism bias adjustment for unforeseen costs and inflation.
- 5.3 Additional funds were allocated to the project as part of the FHSF clarifications process and were allocated as a further contingency for inflationary pressures since the cost plan was finalised. The revised capital ask was approved by the FHSF at £8,427,625. The breakdown of the budget and the phasing of the payments is shown in the Revised business case spreadsheet budget confirmation.

- 5.4 All capital expenditure on the project will be approved and monitored by the WNC Capital and Assets Board with a Senior Finance Officer in attendance at all project board meetings. Expenses will be monitored through the WNC finance software ERP Gold and an evolving cost plan based on up to date records of purchases.
- 5.5 The phasing of the capital spend by financial year is shown in the table below –

<b>Northampton Market Square - FHSF capital grant - phased payments</b>			
2021/22	2022/23	2023/24	TOTAL GRANT
£822,157.00	£6,741,689.00	£863,779.00	£ 8,427,625.00

- 5.6 There is no WNC committed match funding for the project, the capital project is funded in full of the FHSF grant.

#### **Revenue costs**

- 5.7 The annual revenue costs for project delivery, ongoing maintenance and monitoring/evaluation are estimated to be £75k above the current position. There will be no additional revenue costs outside of the project costs up to March 2024 as this will be the construction period. In the years after the project completion the cost will come from increased ongoing maintenance costs (£65k - £25k for the Water Feature and £45k for other areas) as well as costs associated with the monitoring and evaluation of the project (£5k).
- 5.8 The revenue position will be confirmed once the next stages of the design process are complete. The next will identify items such as the exact number of new trees, paving types and specification of the water feature so that firm costs are able to be given.

#### **Legal**

- 5.9 Legal advisors are required to attend all project board meetings (in accordance with the grant funding terms), to provide advice and ensure compliance with regulatory requirements. Legal will be consulted regularly and at all stages of the project. It is likely that due to the complexity of the Project, specialist external legal advisors will need to be sourced.
- 5.10 Legal advice will be required to ensure all due process is followed and procurements are undertaken in a correct and compliant way throughout the duration of the Project term and specifically to advise on the correct procedures, contractual terms and conditions, collateral warranties provided professional advisors, insolvency bond requirements, amendments to standard forms of contract, latent defects, defects and

liability clauses, contract variations, freedom of information and other related statutory requirements.

- 5.11 Legal advice will be needed on WNC's insurance requirements for the construction works to ensure suitable cover.
- 5.12 Market traders will be affected on a short-term basis during the delivery of the public realm improvements. There will be a requirement to move position or relocate to an alternative location whilst construction works are completed. There will also be long term changes to the location, type, size and number of market stalls in the Market Square. Further consultation with the market traders and the WNC Town Centre team is underway to determine the correct process that should be followed to understand the requirements of current and future traders. There will be legal considerations that need to be applied to these decisions e.g. changing licence/lease arrangements and making new arrangements for the new permanent and temporary market stalls. Legal advice will be required on these arrangements in consultation with WNC Estates.
- 5.13 It may necessary to add/remove equipment from surrounding buildings. WNC Legal advice will be needed on the necessary arrangements/permissions/licences.
- 5.14 Legal advice relating to changes to services and agreements with statutory undertakers will be needed on a case by case basis.

### **Risk**

- 5.15 In approving the Future High Street Grant Funding for £8,427,625 for the Northampton Market Square public realm improvements there are inherent risks. The FHSF grant funding has an obligation to complete the project by March 2024. There are uncertainties at this early stage of the project that means WNC does not fully understand if the programme will be achievable. This includes discovering obstructions in the ground, archaeological/conservation constraints and objections from local businesses and individuals.
- 5.16 Project management and governance controls have been put in place to allow issues discovered during the design and construction works to be evaluated and addressed. The scope of works for the design team will also be reviewed in detail to ensure these risks are addressed at an early stage in the project to avoid lengthy delays.
- 5.17 Mitigation measures to avoid significant disruption to the programme of works include extensive surveys and early consultation with the Local Planning Authority, statutory organisations and key stakeholders. There will also be provision within the construction contract to ensure delays not foreseen and out WNCs control are the responsibility of the contractor. There will also be regular communication with the FHSF to alert them should any significant delays arise.

- 5.18 In approving the use of the grant and proceeding with the project there are risks associated with the changes to the location, type, number and size of market stalls. Work is underway with the market team to establish the future form of the market to ensure a high-quality offer as part of the work to the market Square.
- 5.19 WNC have commenced early stage consultation with the Market traders to ensure they are kept informed. Options will be developed on the optimal provision of market stalls and the design and location of these in line with the principles established in the stage 2 design report. Further consultation will be undertaken with market traders and other stakeholders to inform the final proposals.
- 5.20 There is a risk that due to the current extraordinary inflationary pressures on construction materials that the costs will exceed the budget for the public realm improvements as specified. A significant (contingency) budget and optimism bias allocated for the work but due to the pressure on prices in the past year being so high, caused by the pandemic and other national factors, that this couldn't have been accounted for at the time. If the Contingency and Optimism bias do not cover the increases, then VE options will be looked at within the scheme.
- 5.21 Project management and governance controls have been put in place with financial management and reporting a key part of this. A Quantity Surveyor will also be appointed to the Design Team from inception to completion of the project. This will ensure costs are closely monitored and controlled.
- 5.22 The design team and procured contractor will consider the best option to phase implementation to meet the needs of these businesses but some disruption will be unavoidable. The additional time and cost considerations associated with phasing the work will also need to be factored into the agreed approach. The Project Board will consider the best option based on evidence and direct consultation with key stakeholders.
- 5.23 **Consultation**
- 5.24 The Town Centre Masterplan included substantial consultation and informed the development of the projects for inclusion in the Town Centre Masterplan. The Market Square is the catalyst regeneration project in the Masterplan. Key themes running through the masterplan area are:
- A need for more residential provision in the town centre to support retail
  - Improving the retail experience (a reduction in empty sites and an improvement in the appearance and quality of retailers represented in the town centre)
  - Cleanliness and tidiness
  - Greater provision of food and drink

- 5.25 The final design for the Market Square was selected after three design options were shared during 6-week public consultation in 2019/20. The results of this are shown in the Market Square Evaluation report.
- 5.26 A further public consultation will be undertaken in Autumn 2021 when the designs for the Market Square have been worked up in more detail. Qualitative and quantitative survey comments will be sought to inform the final designs before submission to the Local Planning Authority.
- 5.27 Direct consultation is underway with key stakeholders and statutory undertakers at meetings, workshops and through formal channels to inform the final design of the public realm.
- 5.28 The public art project commission at the Market Square project will require extensive engagement with the local community. It is essential the community is engaged with the space for it to be successful, this is one way of achieving this.

#### **Consideration by Overview and Scrutiny**

- 5.29 N/A

#### **Climate Impact**

- 5.30 Providing quality open spaces in urban areas is an important consideration in urban planning and addressing the effects of climate change. The new tree planting and soft landscaping within the Market Square will set a precedent for further tree planting in the Town and therefore help to capture CO2 emissions.
- 5.31 The materials used in the construction of the public realm will, where possible, be sourced in the UK to reduce the CO2 emissions caused through long distance transportation. All timber products will be sourced from ethical and accredited FSC suppliers.
- 5.32 The principle contractor that is procured for the project will be required to demonstrate social value including best practice to reduce the impact on the environment. The use of local sub-contractors will reduce the CO2 emissions caused through long distance travel.
- 5.33 Renewable energy sources will be considered for the temporary and permanent market stalls.

#### **Community Impact**

- 5.34 Northampton Town Centre faces a number of problems associated with antisocial behaviour, drug abuse and homelessness. The Regeneration objectives and projects

identified in the Town Centre Masterplan aim increase footfall and improve opportunities to live, work and socialise by rejuvenating core areas in the Town. The Market Square will be the catalyst regeneration project to enable these objectives and improve the outlook for the local community.

- 5.35 Local businesses have experienced significant a loss of footfall and revenue in recent years, this has been exacerbated by the Covid 19 Pandemic. The Market Square public realm improvements will provide a destination that will attract more people to experience the Town and its unique heritage and cultural venues. This will increase retail and leisure activity in the centre improving the outlook for local businesses.
- 5.36 The combined long-term effect of the Regeneration projects proposed in the Town Centre Masterplan will be to generate further private investment the area, improving job opportunities and therefore the quality of life for residents.

## **6. Background Papers**

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- 6.1 **See Appendices**



# GILLESPIES

NORTHAMPTON MARKET SQUARE & EMPORIUM WAY

STAGE 2 DESIGN REPORT

01 JUNE 2020



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# 01 INTRODUCTION, PURPOSE AND APPROACH

## STRATEGIC CONTEXT

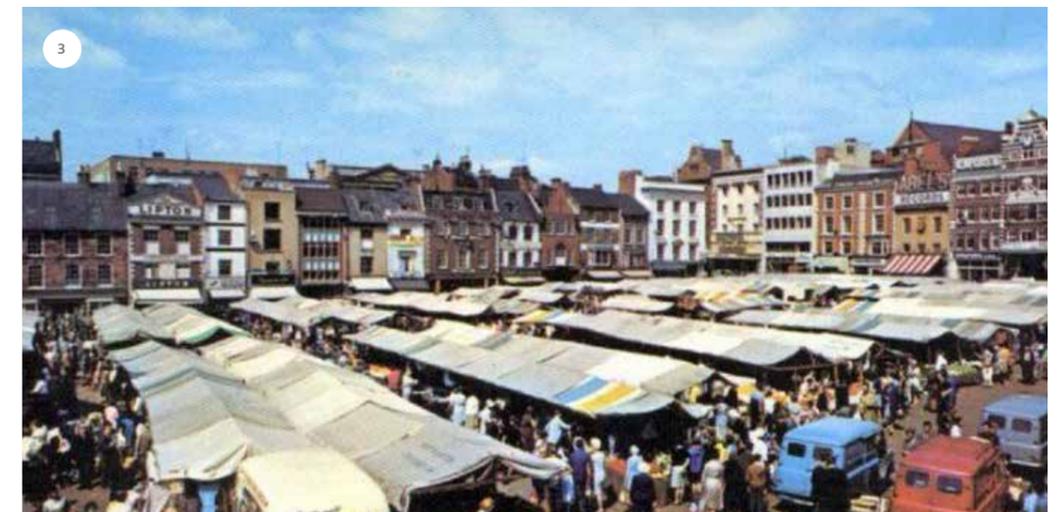
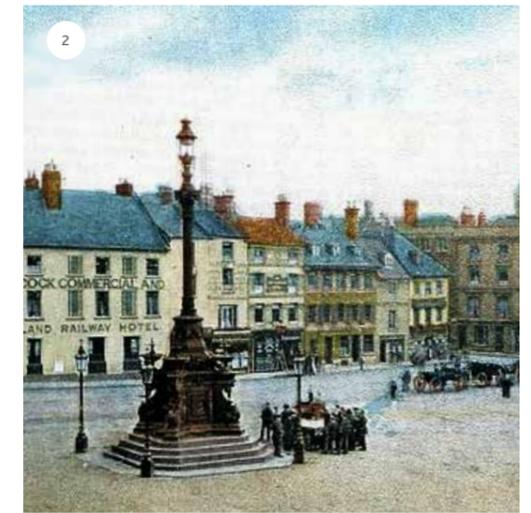
Gillespies have been appointed by Northampton Borough Council to support their bid to secure funding from the Government's Future High Streets Fund. Following a strategic high level study of 'the Northampton Town Centre Masterplan (October 2019)' undertaken by 5plus Architects, a series of development and regeneration opportunities were devised to establish a transformative vision for the town centre.

The town centre masterplan identifies catalyst projects, within long term strategic objectives, which set the tone for the future direction of Northampton town centre, one of which has been identified for significant improvement is the public realm, in particular the town's historic Market Square and a proposed new route linking this to the north of the town.

This piece of work collaboratively, with Northampton Borough Council and its partners on the Northampton Forward board has developed schematic proposals for the regeneration of the Market Square and associated public realm, and the creation of the new link called Emporium Way. It outlines a process of research and analysis, followed by an appraisal of design options taken to public consultation and the development of a landscape masterplan and concept specification to RIBA Work Stage 2.

The purpose of this document is to outline the value and justification for potential investment into the Market Square and Emporium Way. It demonstrates that this key space in the town is in a poor state with many vacant shops and a dwindling market. This important space needs a refresh so that it can once again act as the public realm heart to the town and a catalyst for regeneration and the reinvention of the town centre.

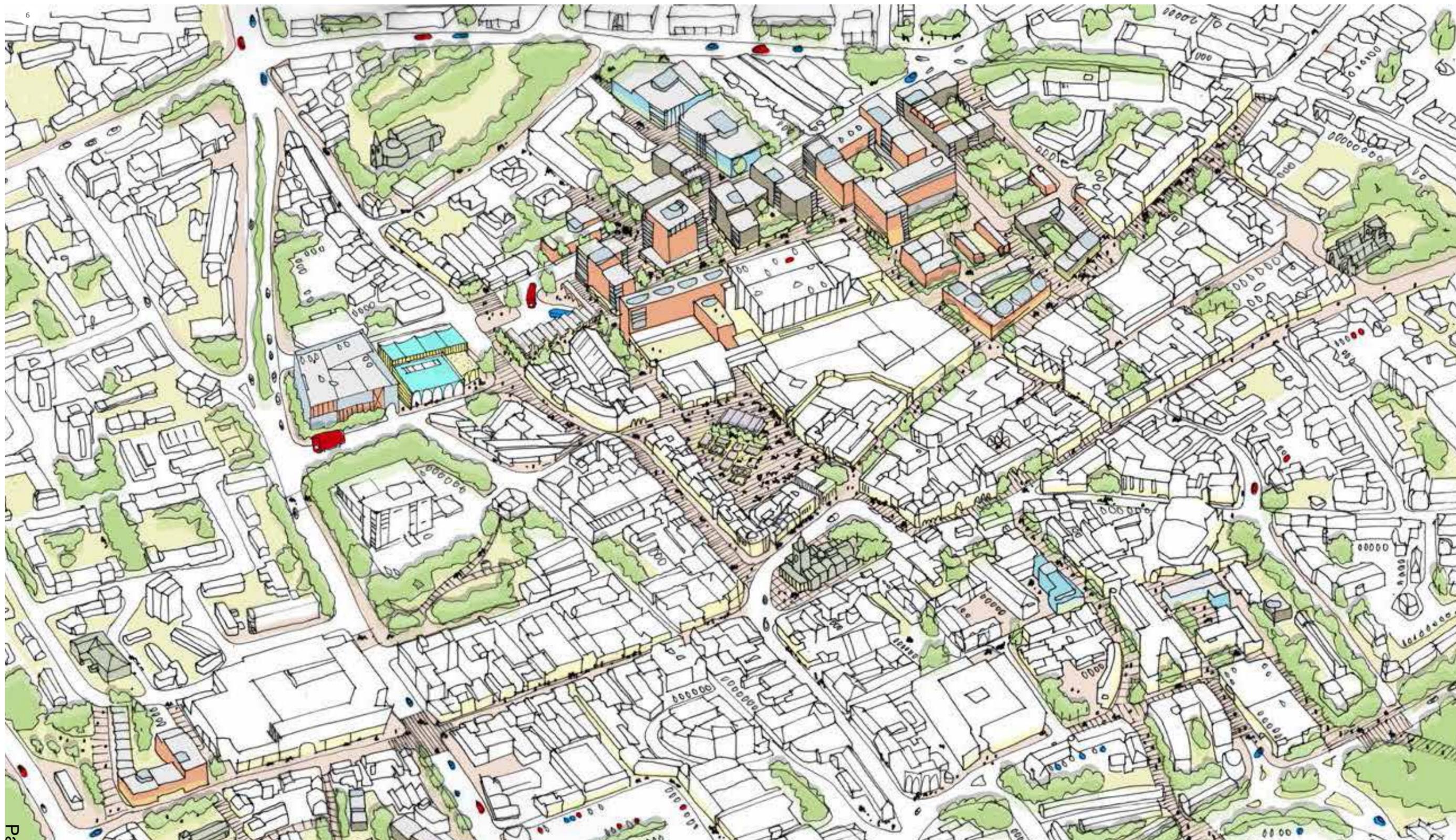
This document will provide the basis of the supporting information (as an appendix) to the bid for the Future High Streets Fund bid on behalf of Northampton Borough Council.



1. Market Traders mid 20th Century
2. Early 20th Century, with fountain
3. Market traders mid-late 20th Century
4. 2010 Lighting transformation
5. Google aerial image 2019
6. Illustrative strategic masterplan for Northampton, produced by 5plus architects

# 01 INTRODUCTION, PURPOSE AND APPROACH

## STRATEGIC CONTEXT







## 02 ANALYSIS

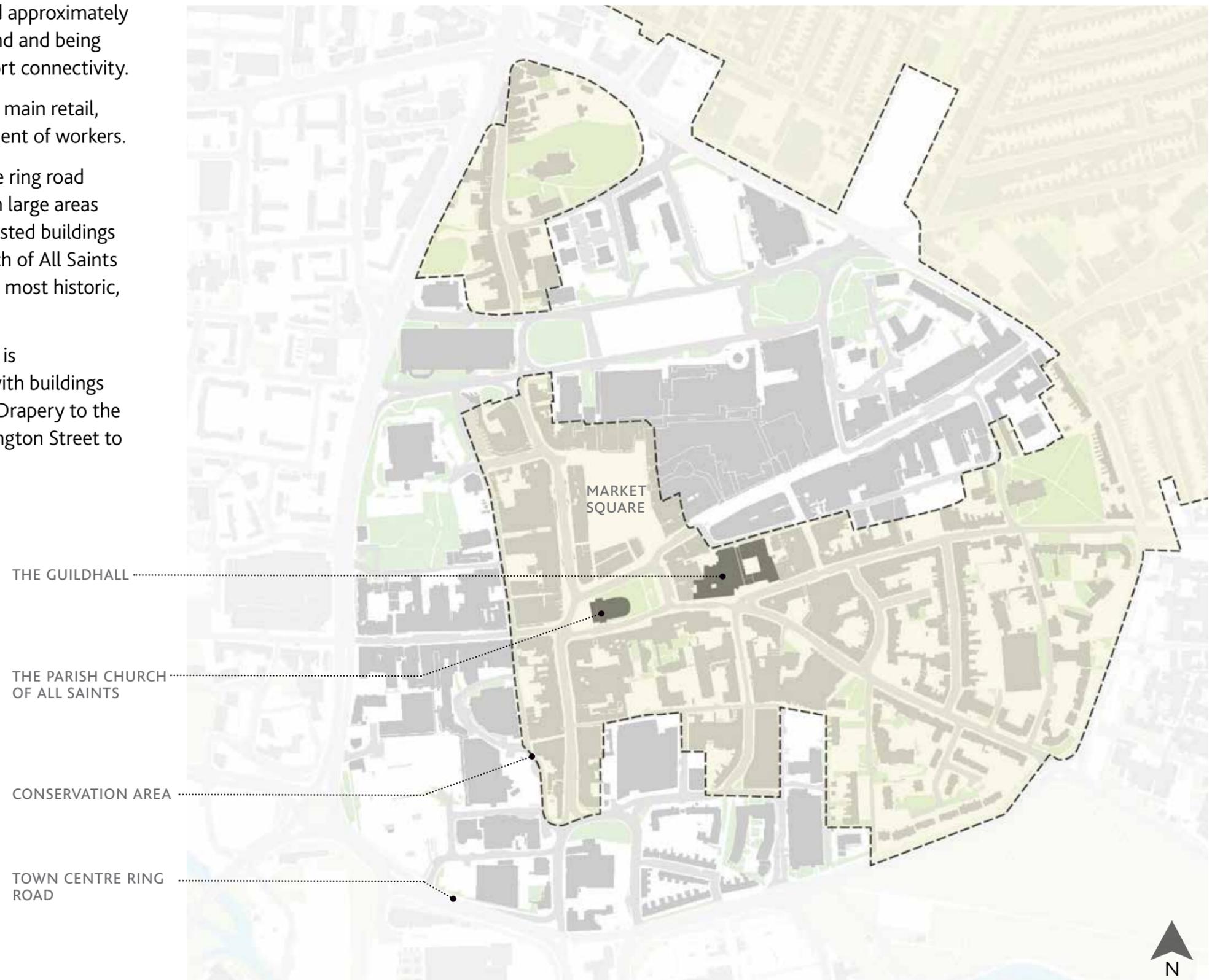
### THE TOWN OF NORTHAMPTON

Northampton is the largest market town in the UK, located approximately 65 miles north of London. Being fairly central within England and being served by the M1 motorway it offers good national transport connectivity.

It is the county town of Northamptonshire and is the areas main retail, cultural and employment centre, drawing in a large catchment of workers.

Northampton Town Centre is contained by the town centre ring road and is approximately 63 hectares. It has a historic core with large areas contained within conservation areas and some significant listed buildings and heritage sites, including the Guildhall, The Parish Church of All Saints and the Market Square which is one of the UK's largest and most historic, dating back to the 12th century.

The Market Square is located in the centre of the town and is approximately 2 acres in size. It is a well contained space, with buildings on all four sides with two primary access points, one from Drapery to the west and the second from Mercers Row, connecting to Abington Street to the south.



## 02 ANALYSIS

### THE MARKET SQUARE



1. Street sign for Market square
2. Beethoven house, Market square
3. Diwali parade
4. Fruit and vegetable market
5. Summer 'beach' in the square
6. Christmas Lights switch-on

Northampton's town centre is made up of a mosaic of architectural language and history. The Market Square itself demonstrates this with buildings dating from the 16th century and from all centuries following. Some provide far greater contributions architecturally than others.

Market Square has a strong connection with Abington Street because of the retail use and its proximity to a wider area of pedestrian friendly routes through the town centre. The Parish Church of All Saints is located to the South of Mercers Row, and its grounds and openness relate to the square as well as its tower providing an important vista from the northern boundary of the square.

Today the square is dominated by its market trading function. Half of the square contains permanent market stalls, with an additional smaller area providing semi-permanent structures to be used on a seasonal basis. There are also a number of trading vehicles, including up-to 5 hot food vendors. The market runs from Monday - Saturday, but with Monday providing fresh fruit and vegetables and cut flowers and plants only. At its peak demand the market can host up-to 90 market stalls from across its 60 traders on the books, but in recent years the trading stalls are in decline and the overall quality of produce and products being sold is depleting.

The square has an events programme throughout the year including Christmas lights switch-on, a parade at Easter and for Diwali in Autumn, a summer 'beach' with fairground amusements and other smaller scale events across the seasonal calendar.

There is a periphery vehicular route that runs around the inside of the square providing service delivery access for both market traders and buildings, particular those facing Drapery. The square has a 24 hour parking exclusion, with the exception of unloading which is usually carried out before 11am.

The overall appearance of the square is rather tired and underused. A significant portion of the market stalls are not occupied, the increase in vacant ground-floor buildings and building uses such as betting offices become an attractor for frequent antisocial behaviour and the congregation of homeless people.

# 02 ANALYSIS

## HISTORIC CONTEXT OF MARKET SQUARE

The history of Northampton can be traced back to Roman times. In 1285 a Royal Charter was granted for a market to be set out in the centre of Northampton. With large numbers of visitors using the Great Road from the south to the north, by the 16th century Northampton had become a prosperous market town.

The majority of the existing frontages in the square date from the 19th century, when Northampton evolved at an extremely rapid rate. In 1901 the historic Parade House was demolished to make way for Emporium Arcade.

Until the second World War Northampton's medieval streetscape survived in relatively good condition, but following the war the rate of change was rapid. Between the 1950s and early 1970s significant works were undertaken to clear the town centre 'slums'. At this time the story of the Market Square's historic buildings also became one of decline, as handsome buildings were lost to replacements with little visual or architectural merit to them. This dramatic time of change also saw the introduction of the ring road which lost the clear legibility of Northampton's ancient roads which originated from the Market Square.

The most notable aspect of the heritage of the square is the significance of trading for over 700 years. Buildings have come and gone, roads have shifted and ceased but the town has always preserved its market's heritage and its need for a central public open space.



- 1. Early 20th Century
- 2. Historic map showing ancient road layout
- 3. Emporium Arcade, early 20th Century
- 4. Historic photograph (photographed from a version located in Northampton Borough Council offices - circa 1920)

**1189**

Northampton received its first market charter allowing markets and fairs to be held on the ground east of All Saints.

**1516**

The town was destroyed by fire for the first time.

**1675**

The Great Fire of Northampton devastated the Town Centre, destroying over 600 buildings in just six hours. Local people raised around £25,000 towards rebuilding the town centre based around the Market Square.

**17th Century**

Large-scale horse markets in the town were described by Daniel Defoe as 'the centre of all horse markets and horse fairs in England'. They were held four times a year.

**1845**

Mr Gyngell the tightrope walker and fireworks 'expert' ascended a tightrope whilst holding two lit fireworks. Halfway up the rope he threw one of them into the watching crowd, killing Mrs E Smith.

**1873**

The town's cattle market was built. Before which, animals were penned and sold on the Market Square and the surrounding streets - hence the names of the Sheep Street and Marefair.

**19th Century**

Fun fairs offering the popular amusements of the day such as dancing bears, acrobats, jugglers and sideshows were regularly held on the Market Square. Steam driven Carousels and other rides also made appearances

**1930's -**

The Square was the venue for an open-air cinema with films used to enlist troops for the armed forces.

**1285**

The market moves to its present location in the Market Square after Henry III forbade the selling of goods in the churchyard of All Saints.

**1530**

The Market Square was paved

**16th and 17th Centuries**

Strict legislation covered all aspects of trading. No foreign traders were allowed on the Square and discord among females appears to have been rife: an order from the time states "No butchers or fishmonger's wife shall fall out with one another nor use or speak any evil or slanderous words or otherwise revile" Anyone who flouted the order was under the threat of the stocks or a three shilling fine.

**1828**

A balloon ascent from the Square ended with it failing to take flight and the female aeronaut having to escape through an attic window.

**1863**

A cast iron fountain was presented to the town by a Captain Isaacs to commemorate the marriage of Prince Albert (later King Edward VII) to Princess Alexandra of Denmark. The fountain stood until 1962.

**1874**

The Square was the scene of the Bradlaugh Riots when supporters of radical Charles Bradlaugh believed an election had been rigged. Soldiers fired shots over the heads of the crowd to disperse them.

**1913**

King George V visited and was received on the Market Square.

**Second World War**

The square was used for War Weapon Weeks to raise money for Spitfires, Warships and Tanks

## 02 ANALYSIS

### HISTORIC CONTEXT OF MARKET SQUARE



# 02 ANALYSIS

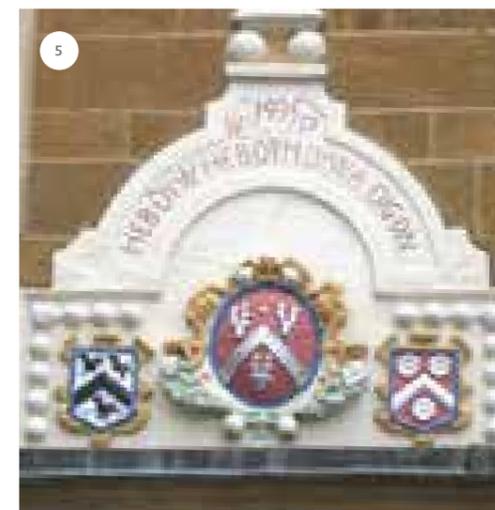
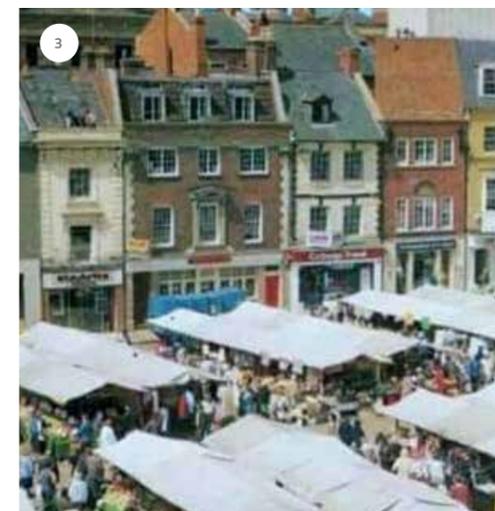
## HISTORIC FEATURES

There are limited original historic features in terms of the square itself. There is however a rich tapestry of architectural styles framing the square mixed with some unsympathetic regeneration and development to the northern and eastern edges of the square.

As shown on the historic map (opposite), circa 1947 the urban grain retained its small scale and modulated elevations until the significant changes of the second half of the 20th Century. Notable building uses include pubs, hotels, halls, clubs, a printing works and a picture theatre.

The tradition of having an ornament in the Square was a long standing one: the first Market Cross was built in 1285, the second in 1535 and the Market Cross stump which graced the Square from 1675 was replaced in 1780 by an obelisk. In 1863 the Pump and Gas Standard which had stood in the Market Square since 1805 and 1826 respectively were replaced with a grand fountain.

The water fountain was erected in 1863 to commemorate the marriage of Prince Albert to Princess Alexandra of Denmark. It was no ordinary cast-iron fountain, 45 feet high and 19 feet wide with many of the enrichments cast in valuable bronze. The structure was seated on an octagonal plinth with four steps leading to the base of the fountain which formed a St. Andrew's cross. Drinking basins were located on the north and south sides. In 1930 the Market Square fountain was renovated, and the globe lamp which had already been replaced by 1900 was replaced once again with four suspended lamps. After being a much loved focal point of the Market Place for almost a century, the cast iron fountain was removed in 1962 due to repeated vandalism and the opinion that the structure was unsafe. This opinion was proven false when it took several days, six men, a crane and a blowtorch to remove it. The stone steps remained and were used by market traders to stack their goods. In due time the steps and the cobbles in the square were also removed leaving no vestige of the fountain ever being there.



- 1. Existing Cobbled surface
- 2. Existing cobbled surround
- 3. Existing modulated elevations
- 4. The Historic water fountain
- 5. Plaque on Welsh House (oldest building)
- 6. Historic Map from 1947

# 02 ANALYSIS

## HISTORIC FEATURES



# 02 ANALYSIS

## THE MARKET SQUARE- ARCHITECTURE AND BUILDING USE



NORTH-FACING ELEVATION



EAST-FACING ELEVATION

## 02 ANALYSIS

### THE MARKET SQUARE - ARCHITECTURE AND BUILDING USE

The architectural value and the ground floor use of the buildings surrounding the Market Square play an important part in defining the space and how it is used. A number of factors which contribute to the visual appeal of frontages within the market square is set out (opposite), extracted from Building Frontage Appraisal; Market Square 2008. These factors all have an impact on likely use and activation spill out into the public realm, as well as aesthetic appeal.

#### North-facing elevation:

The buildings at the southern end of the square, facing north are varied in their architectural form, notably with Waterloo House being of fairly recent construction and unsympathetic in its detailing and design. Generally the other buildings have interesting modulation and variety in materials and silhouette which create a strong architectural elevation. Currently there is one building with an A3 use; a small cafe.

#### East-facing elevation

A much longer elevation of over 100m, the East-facing elevation is made up of over 10 different ground floor premises, including a number of A3 uses of a pub, a cafe and takeaway. This is architecturally the most significant elevation with very little recent or unsympathetic buildings. There is a variety of modulation, heights, architectural styles and use of materials resulting in an interesting frame to the square.

#### *Factors Which Contribute to the Visual Appeal of the Market Square's Frontages*

**Modulation:** *The manner in which the frontages are not all built on the same plane but dressed forward and back (albeit only by small amounts) greatly enlivens their visual appeal.*

**Frontage Width:** *Just as ranks of evenly widthed frontages might appear monotonous, so the appearance of the streetscape is enhanced by the irregularity in the width of the frontages.*

**Frontage Height:** *The variance in the height of the frontages enlivens the punctuation of the skyline. This variance is enhanced on the Square's east and west sides by virtue of the 3m fall in the gradient from north to south.*

**Fascia Board Height:** *Encouraging each frontage to be read individually and not as part of a homogenised run of frontages, the variation of fascia board heights (determined by internal floor level) further excites the rhythm of the streetscape.*

**Variations in Architectural Styles and Detailing:** *Whilst evidently working in the same architectural language, incorporating elements from a 'limited palette', the subtle variations in treatment (for instance of window detailing, structural opening sizes etc.) lend distinctiveness to each façade whilst ensuring that it corresponds (happily) with its neighbours.*

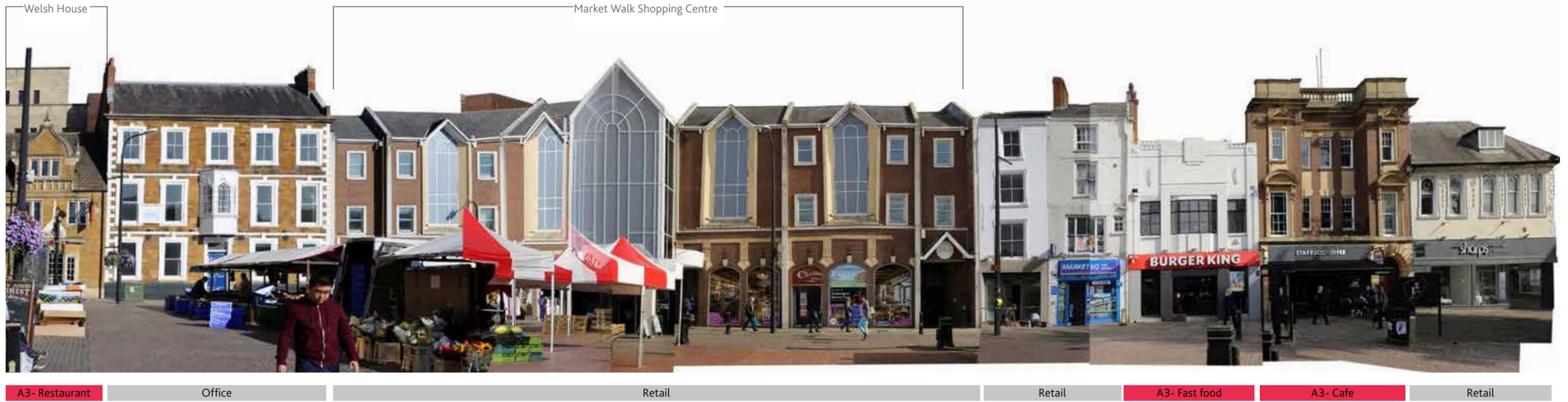
**Variety in Building Materials:** *The chief means by which the frontage of each plot is visually distinguished from its neighbour is through the variance in tone and hue of its exposed brick, stone or painted render frontage. The patterns and rhythms created by the variance in the frontages' breadth and height are further enlivened by these differences in tone and hue.*

**Silhouette:** *The variety in frontage heights, the lack of uniformity in the roof heights and gradient of pitches, the non-standard treatment of dormer windows and chimney stacks all contribute to a skyline which is charmingly lively whether seen from nearby or across the Square. Whilst this skyline may seem somewhat random, it is comprised of elements designed in accordance with a certain subtle language. For instance, whilst in other historic settings gabled frontages are commonplace, here the only historic gable on the Square is that at no. 3 the Parade (a frontage which effectively stands on the Drapery).*

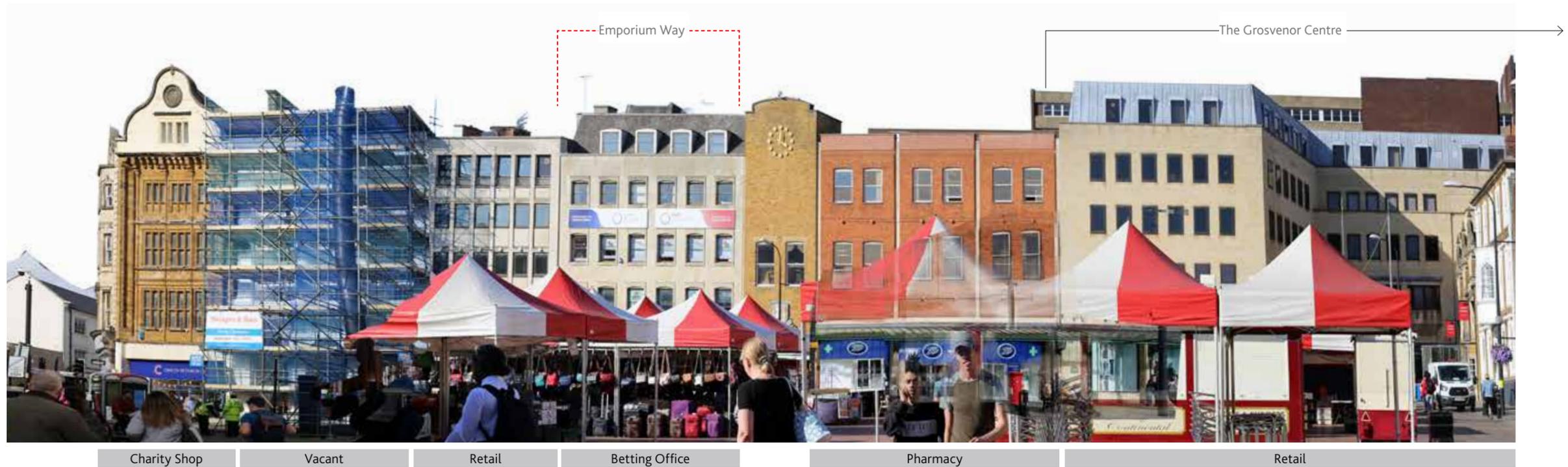
*Extract from Building Frontage Appraisal; Market Square 2008*

# 02 ANALYSIS

## THE MARKET SQUARE- ARCHITECTURE AND BUILDING USE



WEST-FACING ELEVATION



SOUTH-FACING ELEVATION

## 02 ANALYSIS

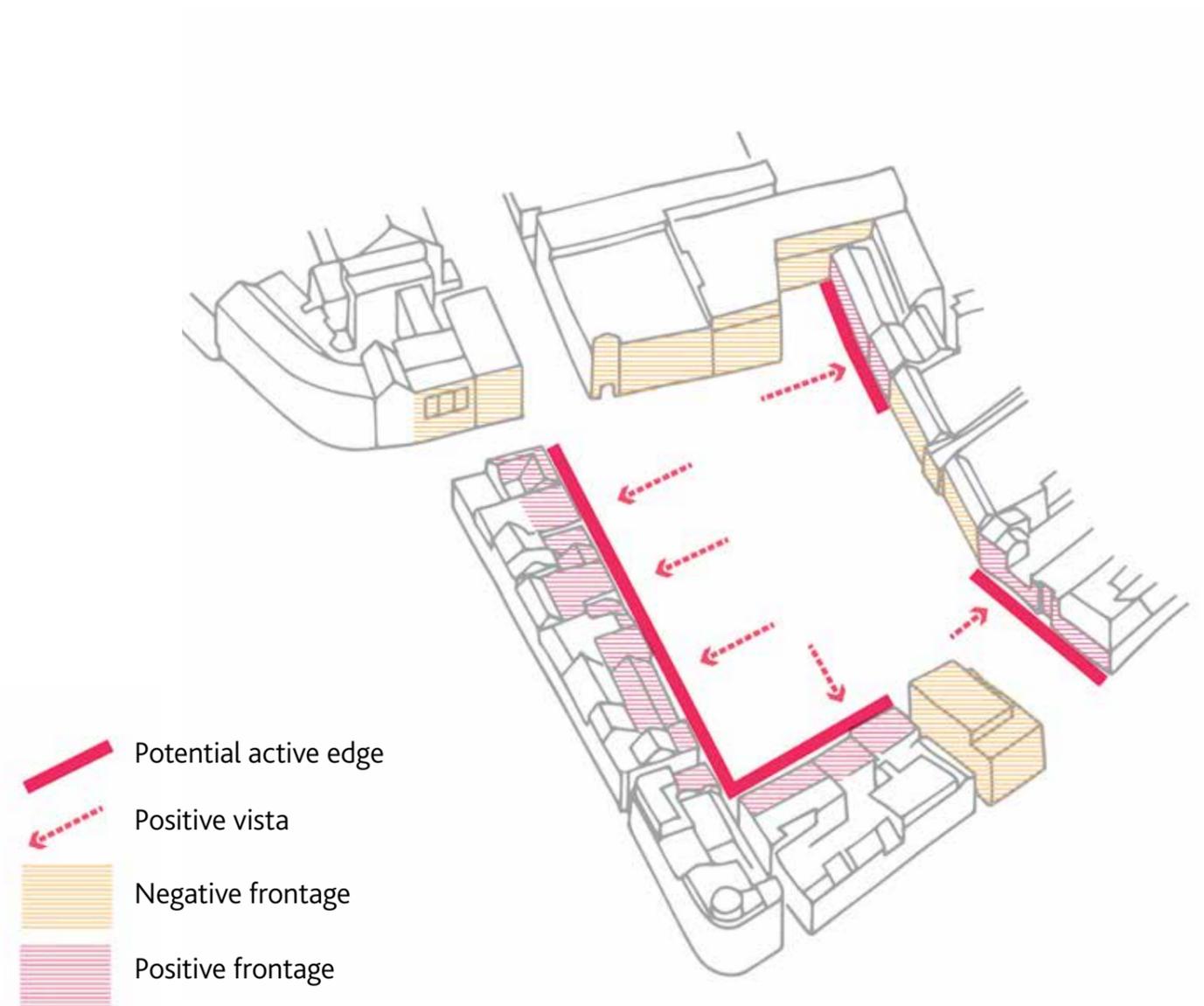
### THE MARKET SQUARE - ARCHITECTURE AND BUILDING USE

#### West-facing elevation:

The majority of buildings facing west are of fairly recent construction and typically unsympathetic in their detailing and design, this is particularly true of the Market Walk shopping centre which has little respect for the Square's architectural heritage or rhythm, notably its use of 'gabled' double height windows. At the northern end of the square two handsome buildings are located, one Welsh House which is the oldest building remaining in the square, dating back to 1595. The long expanse of market walk allows for limited modulation and variety, however the smaller buildings to the south have a richer make-up of style, materiality and use.

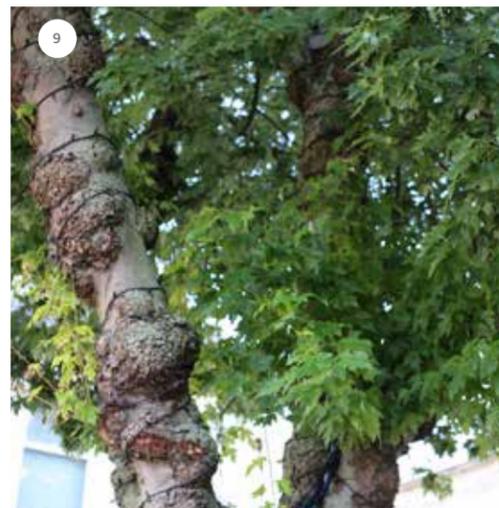
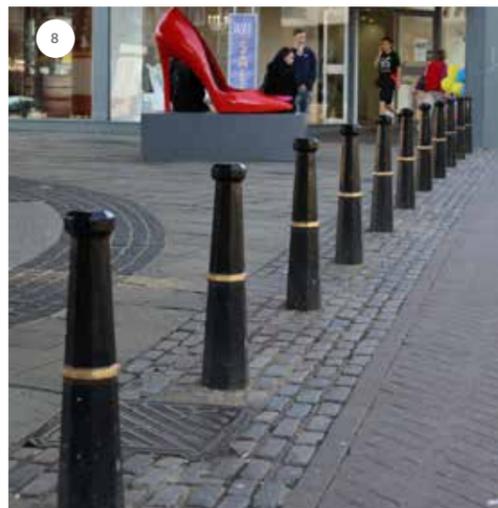
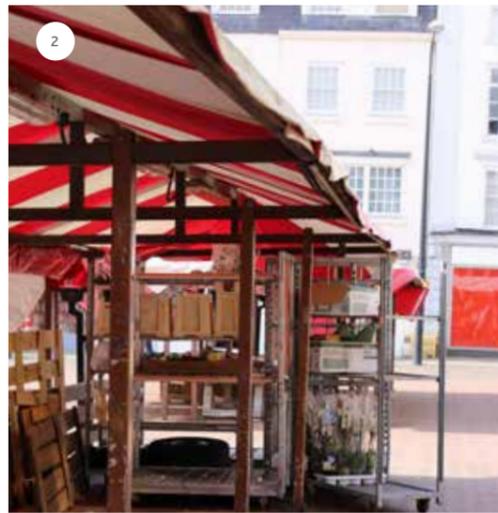
#### South-facing elevation

The south-facing elevation is dominated by the Grosvenor centre, which does not specifically contribute to the Square's historic frontages, but also does not unduly detract from the visual rhythm. Typically this elevation is made up of larger units, with very limited modulation, and variety in height, style and materiality.



# 02 ANALYSIS

## CONSTRAINTS- PHOTOGRAPHIC ASSESSMENT



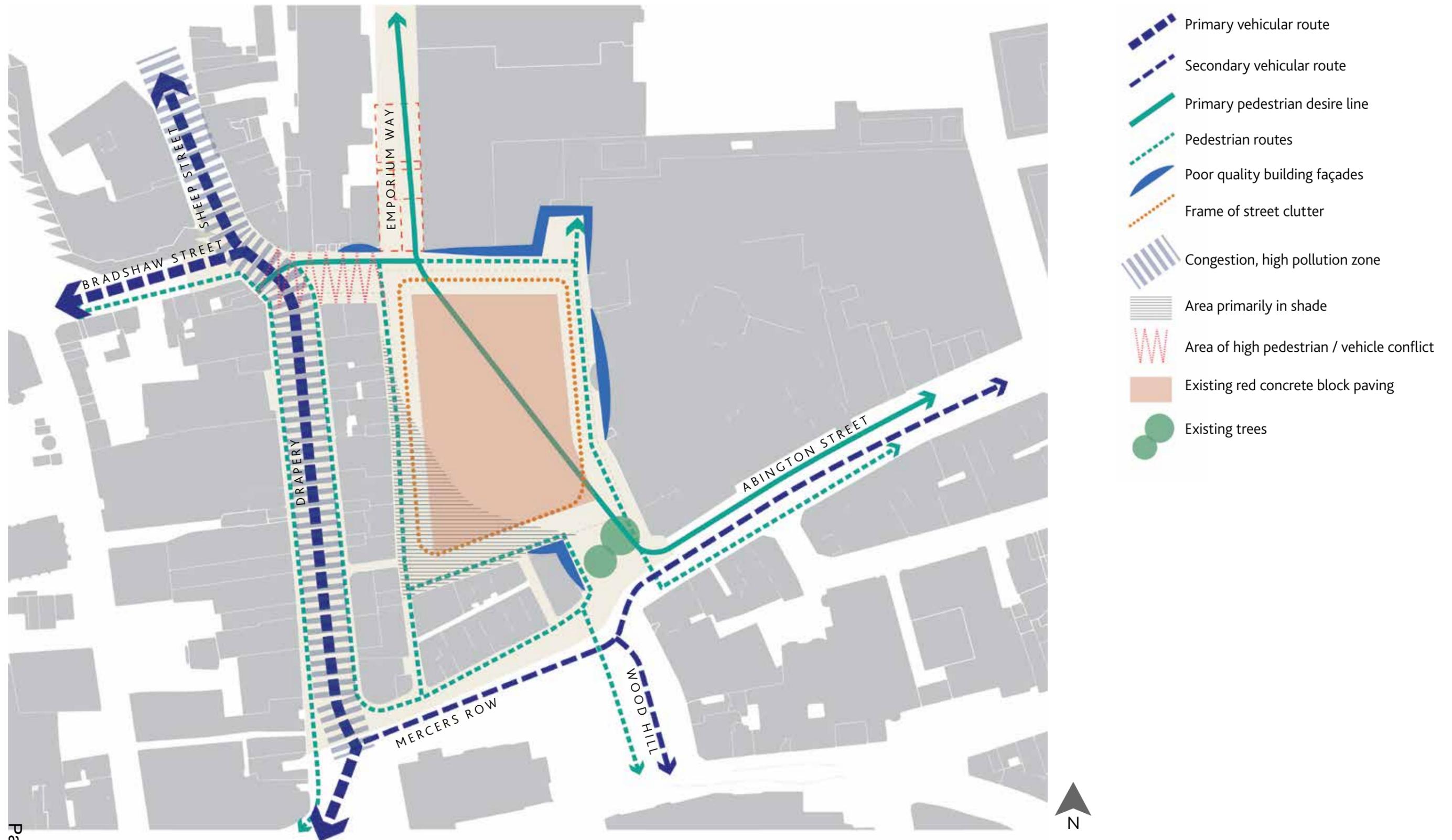
The following sets out some of the key issues identified within the Market Square today:

- Dwindling market despite low stall rents
- Very poor pedestrian connection, shared with vehicles to access the Square from Drapery
- Mixed and poor quality paving
- Large amounts of street clutter, including bollards, lighting, bins all poorly located and not unified in design.
- Limited seating within the Square.
- Poor quality architectural façades to the North and East.
- Detracting shop frontages, and building uses including betting shops and vacant properties
- Existing trees (silver maples) with poor crown form, significant canker and roots disturbing paving surround.

1. Permanent market stalls vacant
2. Stall holders spreading into unused space
3. Poor quality frontages and activation
4. Narrow Vehicular route
5. Confusing pedestrian environment
6. Untidy and poor quality frontages
7. Red concrete paving blocks
8. Mixed cobbles and natural setts
9. Existing trees uneven in form and outgrowing tree pit

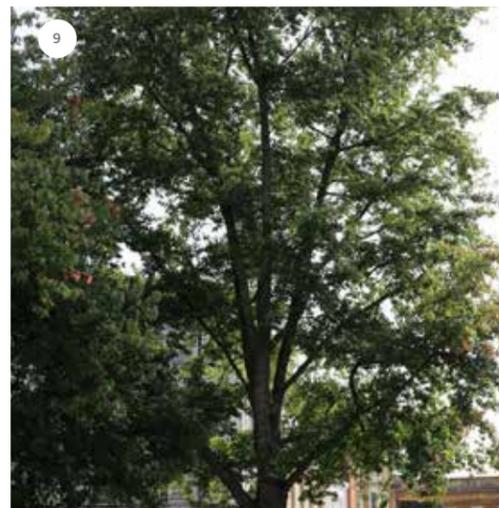
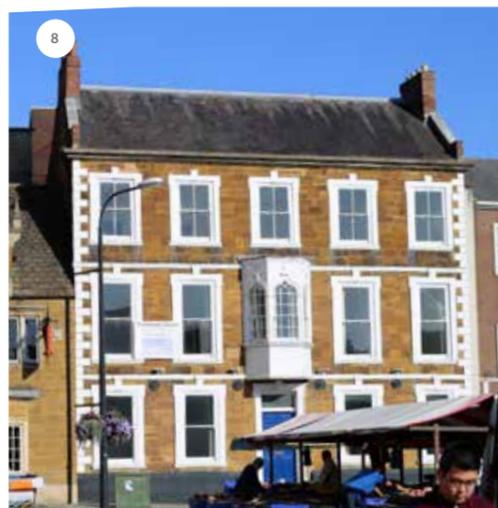
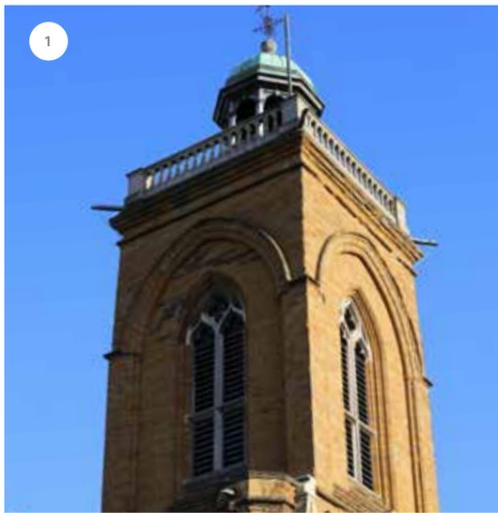
# 02 ANALYSIS

## CONSTRAINTS APPRAISAL



# 02 ANALYSIS

## OPPORTUNITIES- PHOTOGRAPHIC ASSESSMENT



The following sets out some of the key opportunities identified within the Market Square today:

- A key view of the Parish Church of All Saints tower can be seen within the square, providing a framed vista to draw people through the space
- There are a number of existing buildings with current A3 building use at ground floor which could be enhanced to provide spill out and activation with the Square.
- The north-south orientation of the Square provides a sheltered and sunny micro-climate in the north east corner
- Large existing trees provide green / amenity value
- There is a strong visual connection between the Wood Hill, Mercers Row and church area to the south of the square
- A close connection to Abington Street and the retail and pedestrianised part of the town centre
- There is a gentle level change of approximately 2.5m across the Square
- Today's market has a variety of traders with some very successful and busy stalls
- There is an existing and varied calendar of events held within the square
- Some existing quality natural stone surface materials

1. Views and connection to church tower

2. High modulation and architectural variation

3. Some vibrant and busy market stalls

4. Large available space

5. Quality old signage

6. Evening sun trap in north east corner

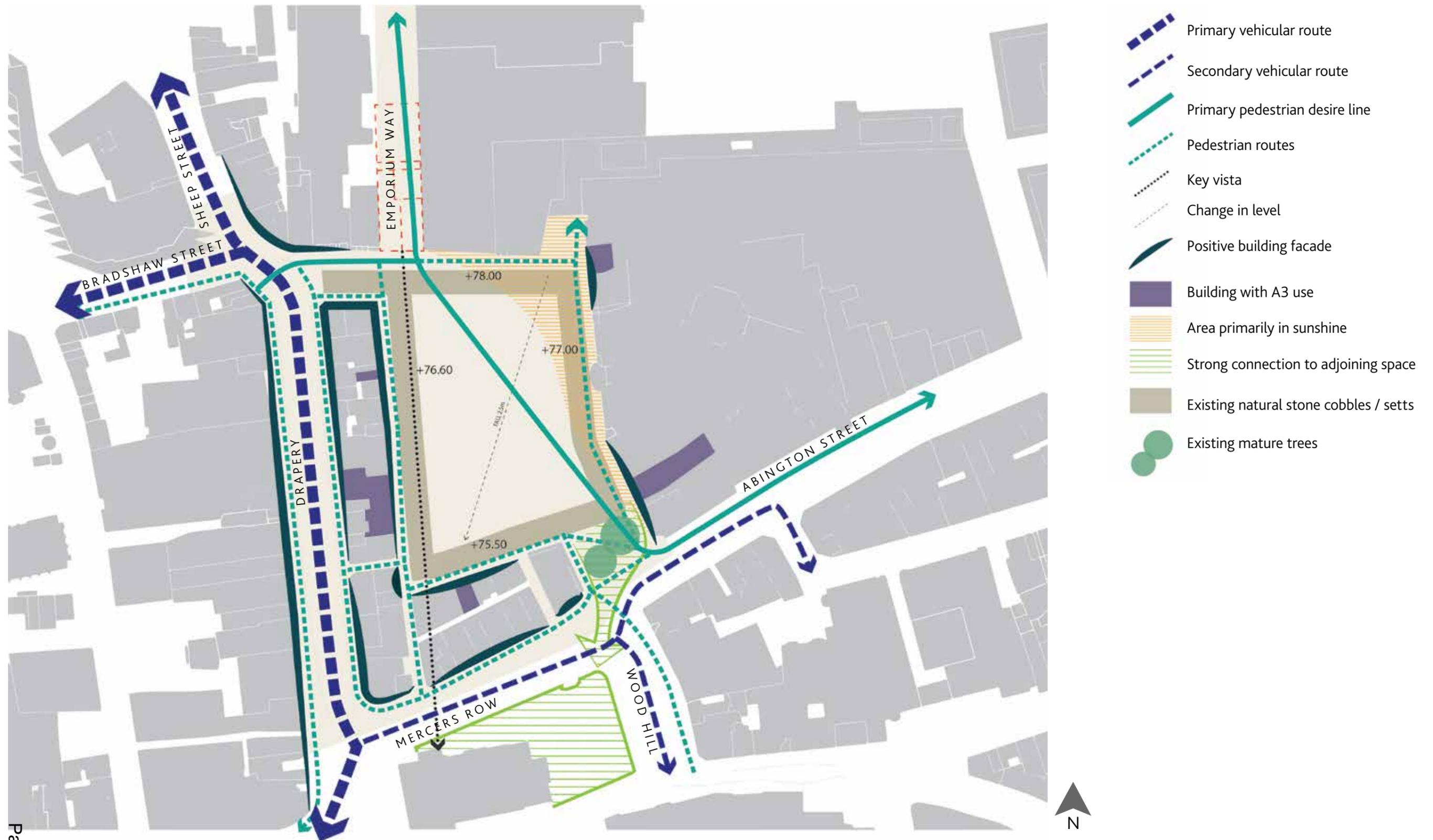
7. Natural stone setts / cobbles

8. Handsome and historic architecture

9. Existing trees providing green amenity

# 02 ANALYSIS

## OPPORTUNITIES APPRAISAL

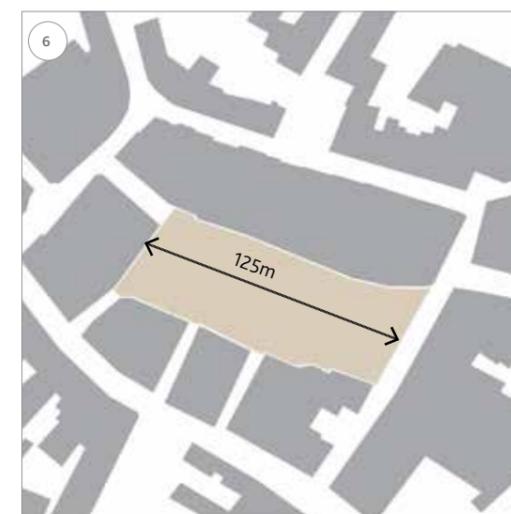
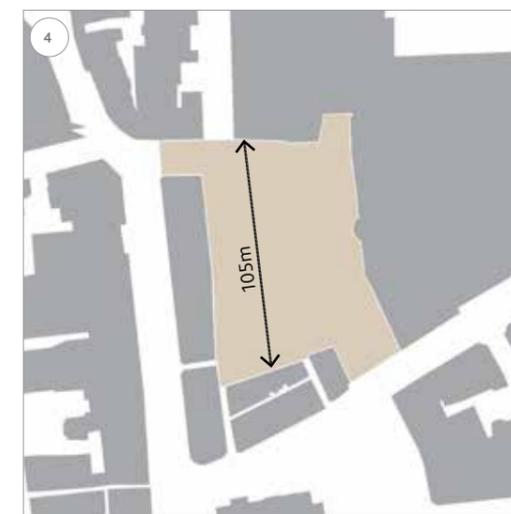
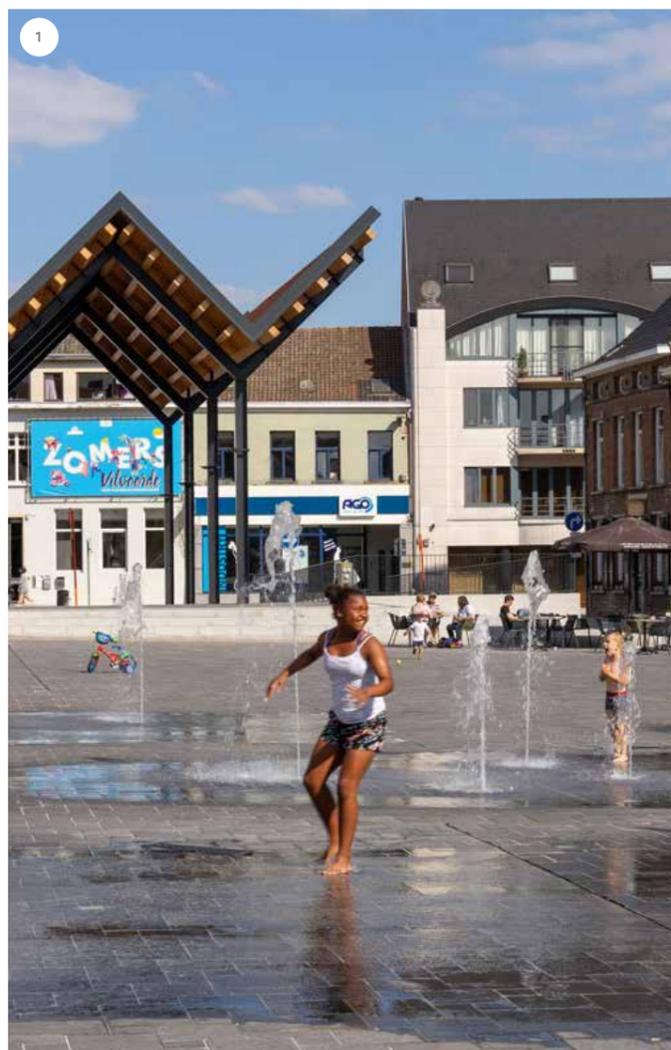


# 02 ANALYSIS

## COMPARABLE SPACES

Northampton Market Square is approximately 8,300m<sup>2</sup>, and just over 100m in length from North to South. Understanding similar examples of multi-functional spaces, their scale, capacity and uses at day and night have informed the design proposals for Northampton Market Square.

Precedents included are Nottingham Market Square at approx. 10,000 m<sup>2</sup>, Grote Markt Vilvoorde, Belgium at approx. 6,100 m<sup>2</sup> and Granary Square, Kings Cross, London at approx. 6,400 m<sup>2</sup>. These are all examples of public squares that have the capability to host markets, but at the same time provide elegant and robust spaces for a variety of other uses including interactive water features, seating and space for a variety of events.



1. Grote Markt Vilvoorde, Belgium

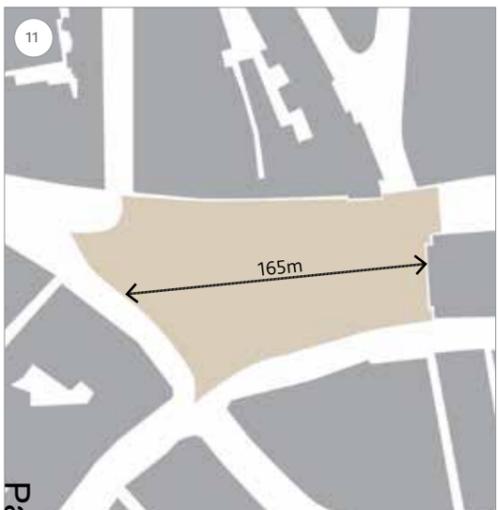
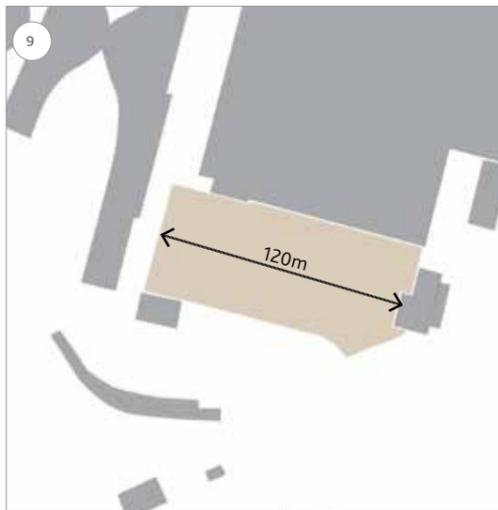
2. Gillett Square, Dalston, London

3. Skierniewice, Poland

4. Northampton Market Square (approx. 8,300 m<sup>2</sup>)

5. Tonsburg, Norway

6. Grote Markt Vilvoorde, Belgium (approx. 6,100 m<sup>2</sup>)



- 7. Bollnas Brotorget, Sweden
- 8. Bollnas Brotorget, Sweden
- 9. Granary Square, Kings Cross, London (approx. 6,400 m<sup>2</sup>)
- 10. Grote Markt Vilvoorde, Belgium
- 11. Nottingham Market Square (approx. 10,000 m<sup>2</sup>)
- 12. Granary Square, Kings Cross, London
- 13. Grote Markt Vilvoorde, Belgium



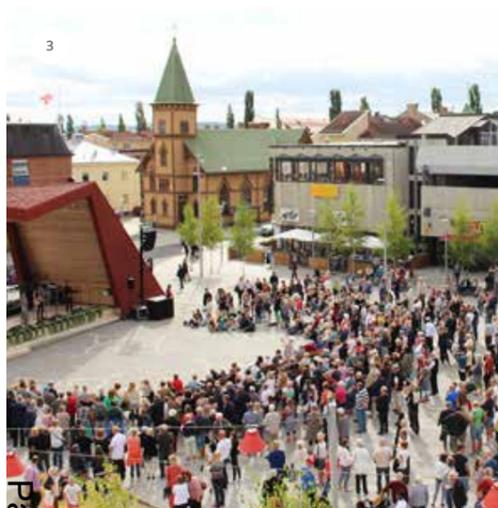
## BRIEF DEFINITION

# 03 BRIEF DEFINITION

## DESIGN OBJECTIVES

The vision for the new Market Square is the creation of a place that encourages the regeneration and transformation of the town centre. It is required to invite people to gather, explore and engage with their surroundings.

A number of key objectives have been developed in conjunction with Northampton Borough Council and their partners Northampton Forward to assist with defining the brief for the new square.



1. Bench , Piazza Mazzini, Italy

2. Kerb Market, Kings Cross, London

3. Grote Markt Vilvoorde, Belgium

4. Radiant Lines by Asif Khan

### 01 A REVIVED 'HEART' OF THE TOWN

Enabling the market square to be the beating heart where people meet, gather and stay. It should be the primary space that provides the life and soul of Northampton.

### 02 AN ICONIC AND ATTRACTIVE SPACE

The Square should be identifiable and unique, picking up Northampton's important heritage and emphasising the positive qualities, such as historic existing architecture.

### 03 A FLEXIBLE CANVAS FOR EVENTS

The proposed square should enable a diversity of different uses across the seasons, including markets, festivals, performance and installations.

### 04 A CONDENSED, IMPROVED QUALITY MARKET

The existing traders market should be reduced in size and upgraded with a mixture of permanent and temporary stalls. This should enable a smaller number of higher quality stalls.

### 05 A SPACE FOR EVERYBODY

The square should provide a space attractive, accessible and exciting for a large diversity of the community, including families, tourists, young professionals and the elderly.

### 06 A CATALYST FOR TRANSFORMATION OF THE TOWN

The square is critical to the wider regeneration of the town, providing the centre-point for the transformational change, and setting the precedent for the future vision of Northampton.

### 07 A NEW LEISURE DESTINATION

The Square should be diversifying its appeal to the wider community, providing opportunities to visit more frequently and to stay longer, including places to eat and drink both in the day time evening.

### 08 A TRIGGER FOR THE REGENERATION OF SURROUNDING BUILDINGS

An improved public realm for the Square would also trigger important positive change to existing buildings and their associated ground floor uses and activation and spill out into the square.

## 03 BRIEF DEFINITION

### A FLEXIBLE SPACE FOR TEMPORARY AND SEASONAL USES

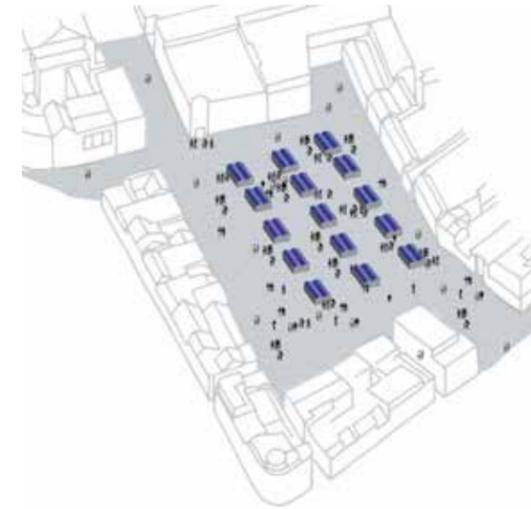
The proposals for the square consider a diverse and flexible programme of potential events to take place within the space alongside more day to day activities such as the permanent traders market.

Whilst these potential events should not dominate the design development of the space a number of considerations have been built into the scheme to enable sufficient flexibility such as; available clear space for stalls or vans, including pedestrian circulation and queuing; emergency access through an event, allowance for power, water and cleaning; surfacing to be designed to withstand vehicular loading and resistance to stains.

The existing events programme will develop and expand over time and could include the following:

- Local food and produce market (temporary/ pop up)
- Music, theatre or art performance
- Concerts
- Christmas market and Christmas tree
- Amusements and fairground including summer beach
- Exhibitions or art installations
- Parade and festivals
- Vintage or craft fairs
- Seasonal Ice rink
- Outdoor cinema / sports screening
- Night-time leisure destination (eating / drinking)

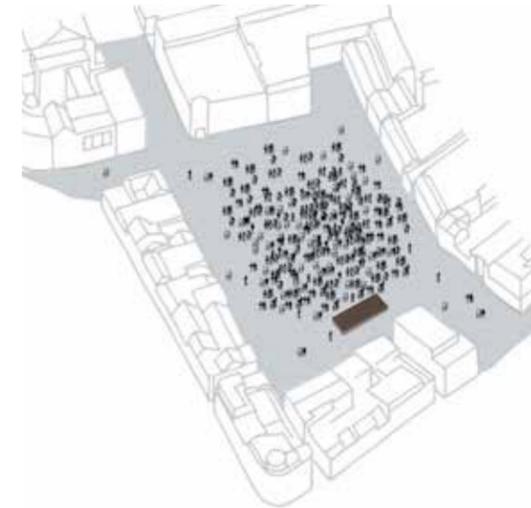
LOCAL MARKET



OPEN-AIR CINEMA



CONCERT



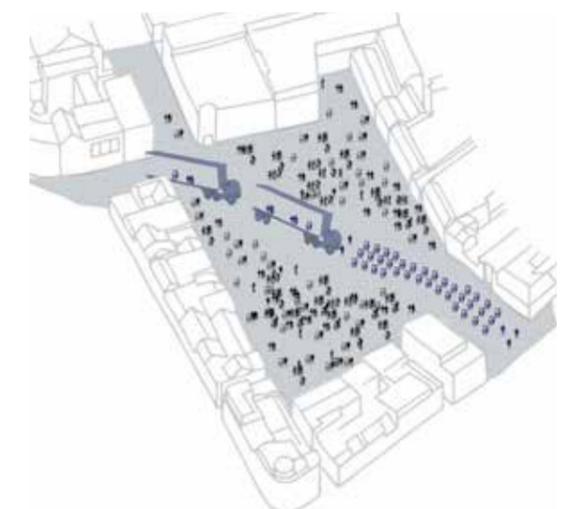
SEASONAL EVENTS



PERFORMANCE



PARADE







# 04 DESIGN APPROACH

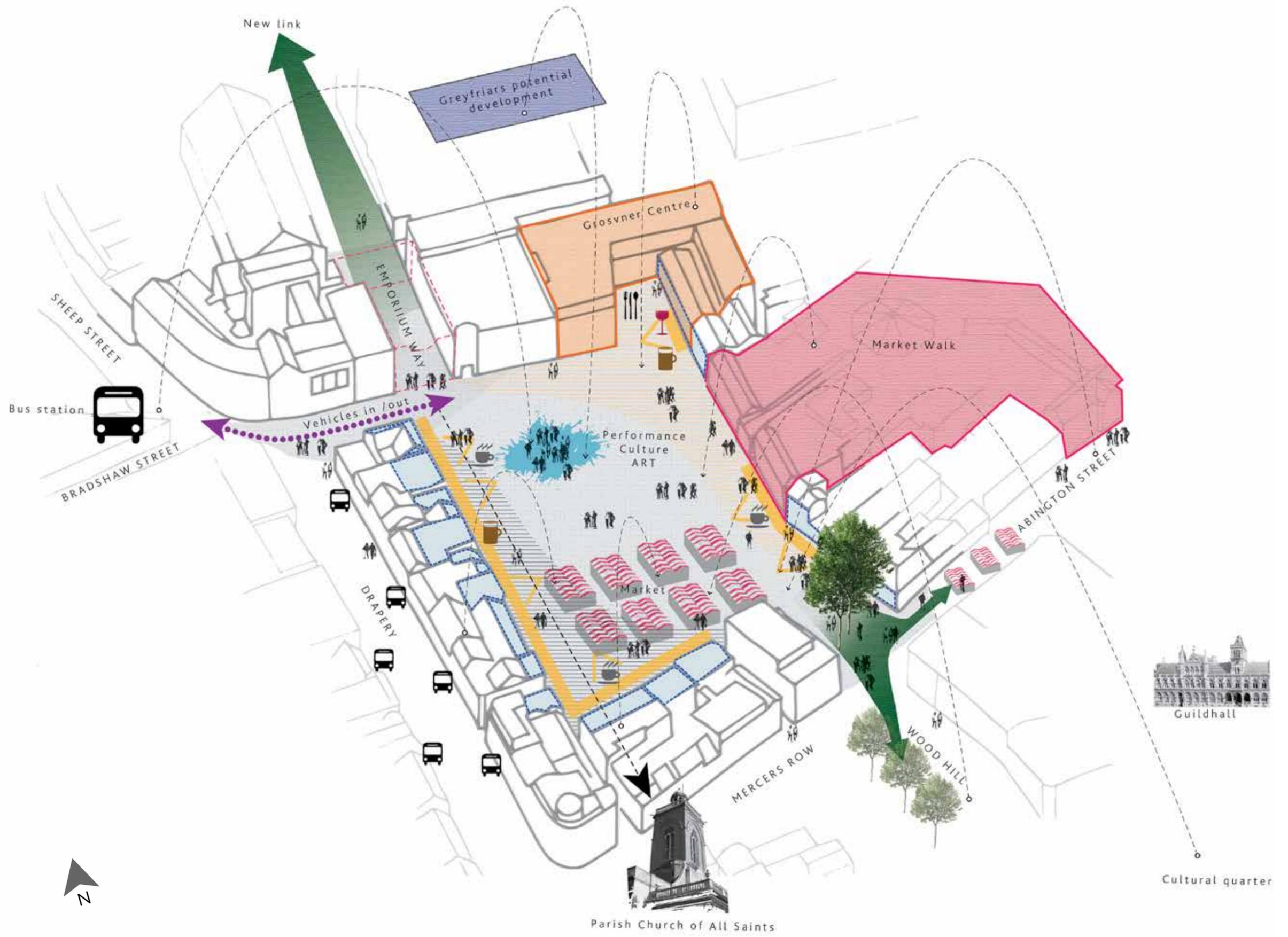
## KEY CONSIDERATIONS

The Market Square has a strong architectural frame which provides a sense of enclosure to the space. This relationship with the buildings, their current and future uses, and the potential creation of spill-out space is critical to the success of an active and engaging public square.

The design considerations set up the baseline for the design proposals and help inform and create the key design principles.

Some key design considerations are illustrated opposite and listed as follows:

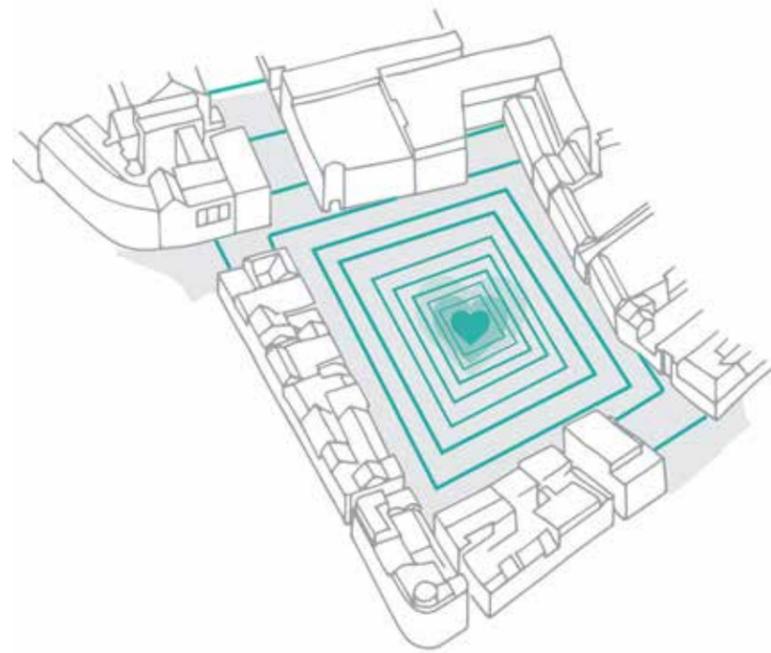
- Pedestrian connectivity to the town centre and transport hubs
- Practical functionality of service delivery access for shops and buildings
- Building relationship to the square, maximising frontages and façades that have potential to 'give back' to the square
- Creation of place and identity that connects to its history and heritage
- Facilitating transformative change whilst retaining market function
- Enhancing green connections to Parish Church of All Saints and by opening up Emporium Way



# 04 DESIGN APPROACH

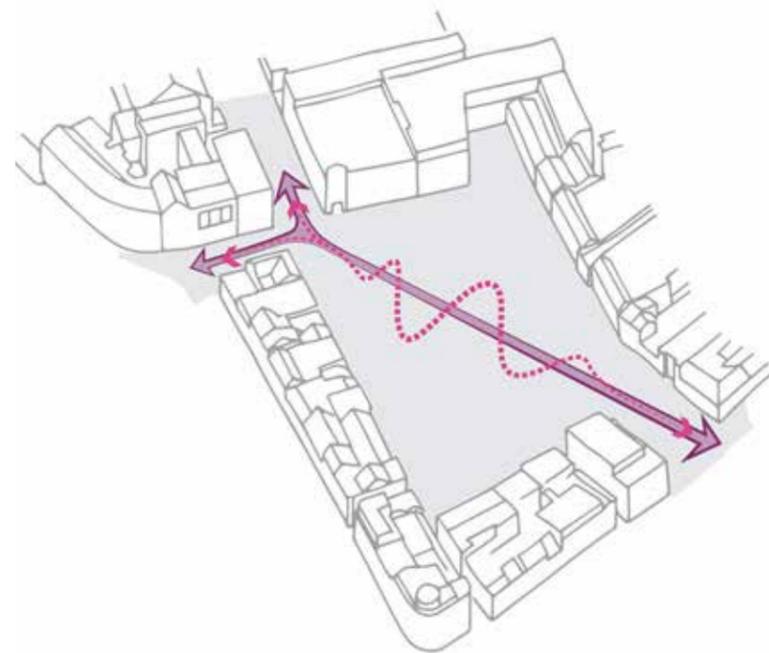
## KEY PRINCIPLES

By considering the design objectives in conjunction with the site analysis and design considerations the following design principles emerge that underpin the proposals for the square:



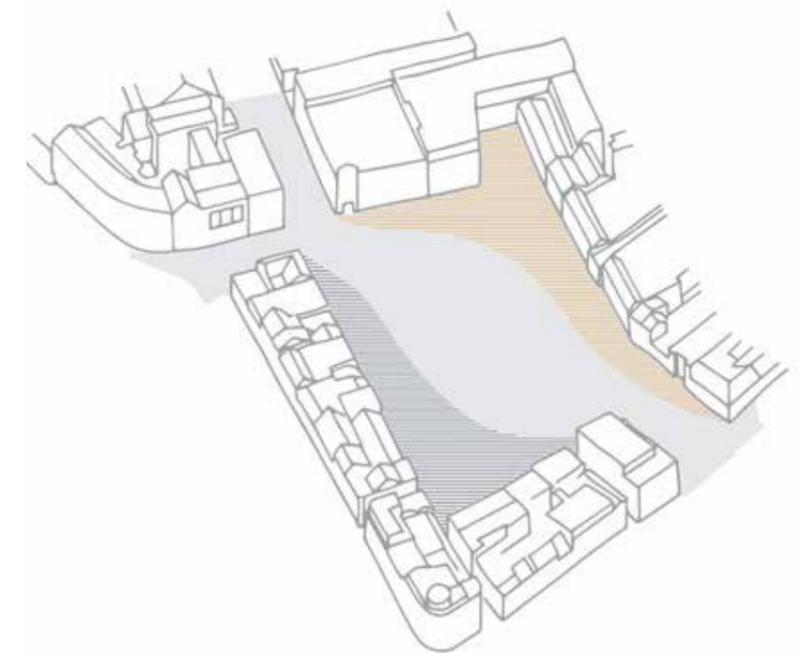
### CREATING THE HEART

Located in the middle of the retail core the square will form the heart of the town drawing people through and into the space.



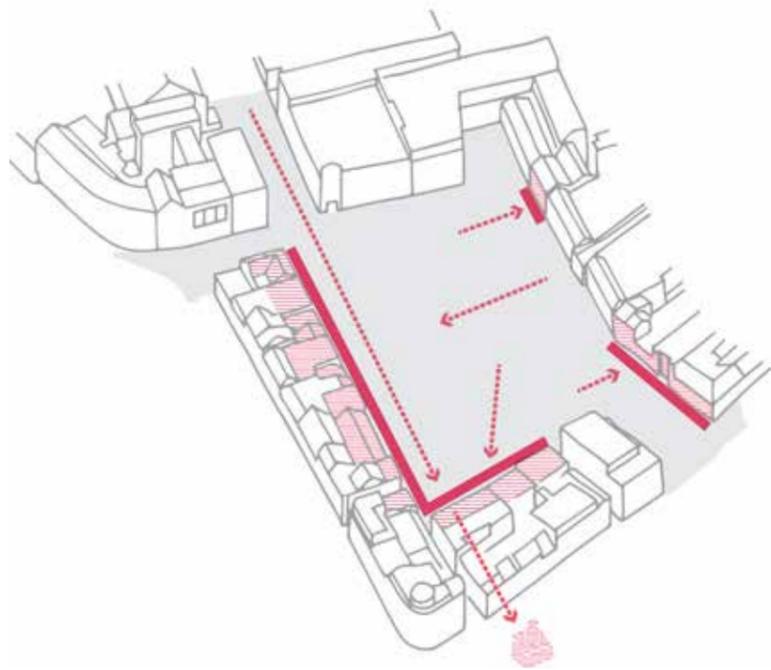
### ENABLING CONNECTIVITY

Maintaining the primary pedestrian routes through the square, enabling both direct and meandering routes with opportunities to stop



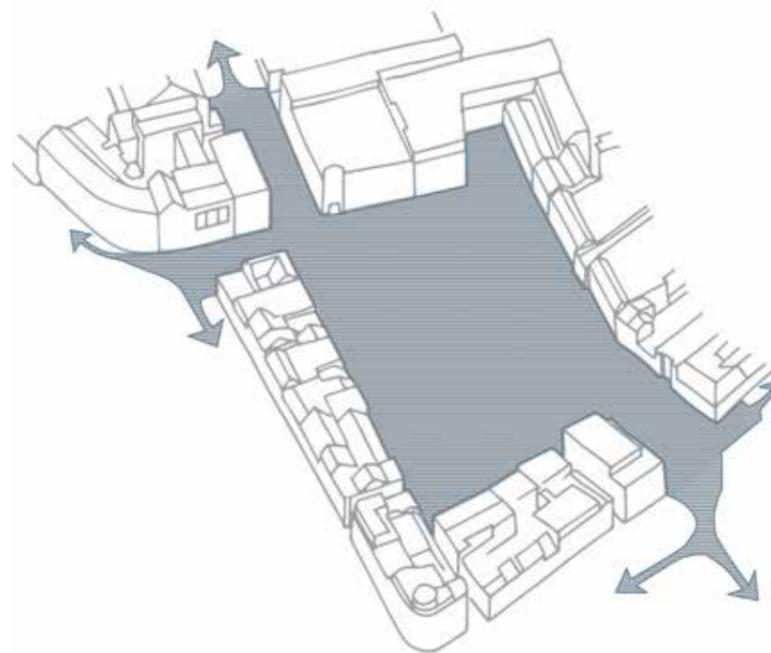
### RESPONSIVE TO MICRO-CLIMATE

Proposals will respond to the micro-climate of the site as it changes through the day and with the seasons. Seating areas and dwell spaces will be concentrated in sunnier areas, with tree planting to create shelter year round, and dappled shade in summer.



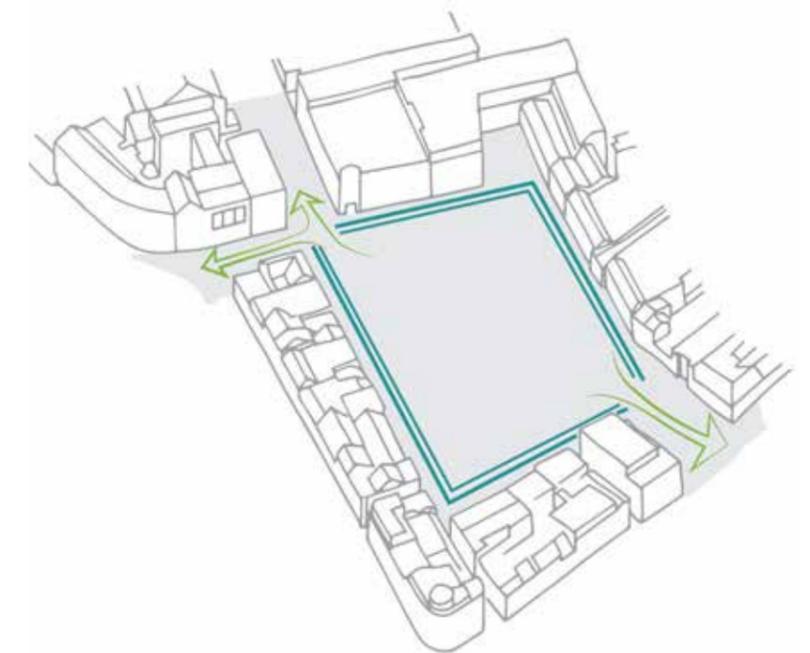
#### MAXIMISING QUALITY FAÇADES

The design will emphasise the positive relationships with the quality building frontages and help facilitate activity and engagement across building thresholds.



#### REACHING OUT TO THE WIDER TOWN

Proposals will not be an isolated proposition. They will extend and help connect the square into the town centre, and north through Emporium Way to unlock potential development platforms.



#### FRAMING THE SPACE

The design will utilise building façades and vertical elements to create a sense of containment and screening to maximise vistas and the relationship to the open space.

# 04 DESIGN APPROACH

## KEY COMPONENTS

The proposed design of the new Market Square will be made up of a number of different design components. These include a variety of hard landscape elements such as a canopy structure or stage, seating and a water feature, soft landscape such as trees, and spaces and surfaces that are designed for specific uses such as markets or events. Depending on priorities these components will be varied in size to suit how the square could be used across the year.



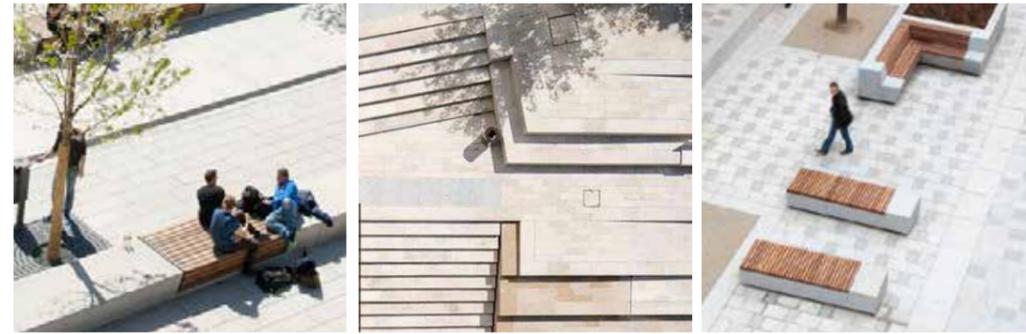
INTERACTIVE WATER FEATURE

An interactive water feature provides activation and engagement at times when the square may be less busy.



TREES AND GREEN AMENITY

Tree planting is beneficial to both the environment by removing pollutants and carbon dioxide and to peoples well being and mental health.



SEATING

A variety of options for both informal sitting and perching along with more traditional benches create opportunities for people to linger longer.



CANOPY / STAGE

An architectural feature or plinth for events, markets or performances could provide a focus for events.



CAFE SPILL OUT SPACE

Provision of space to allow existing and potential retailers to 'spill-out' and use the square for eating and drinking will contribute to the activation.



PERFORMANCE & EVENT SPACE

An open and large area that could be used for a variety of different events and uses throughout the year to provide flexibility in function.



PERMANENT & TEMPORARY MARKET STALLS

A number of fixed permanent market stall for regular traders and an area designated for seasonal or temporary pop-up markets.





# OPTIONS APPRAISAL & CONSULTATION

# 05 OPTIONS APPRAISAL & CONSULTATION

## INITIAL OPTIONS

A number of initial concept options were developed to test components and their relationships versus functionality within the square. A series of five high level strategic options were initially developed and following client review these were tested and consolidated into three options that were taken to Northampton Forward Board members.

The options demonstrate a number of different priorities and scenarios to test against the design principles and objectives of the square. This process enabled the design and client team to 'fine-tune' the important components and elements through a critical review and comparison process.



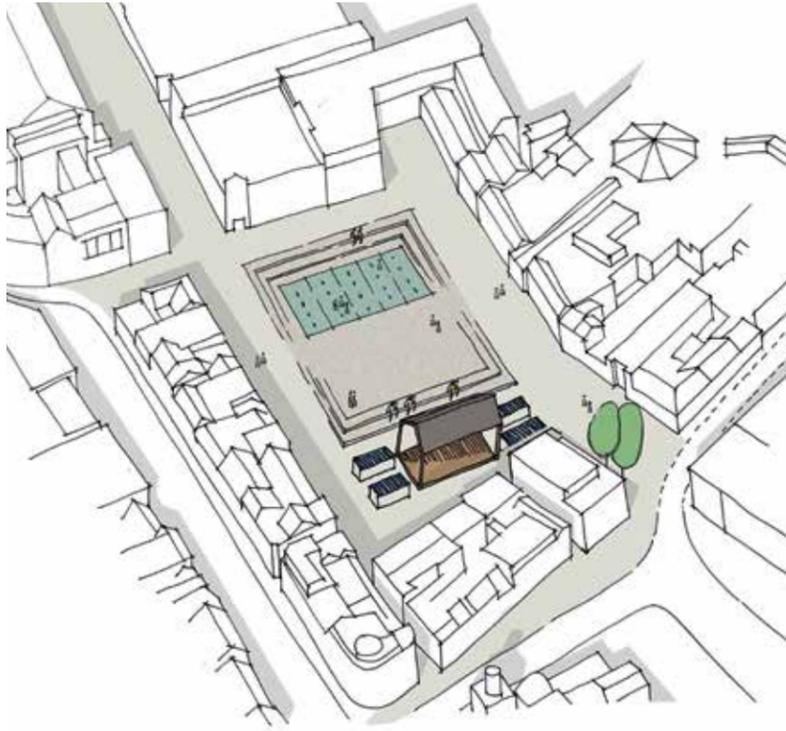
THE GARDEN SQUARE

- Green heart with semi-mature tree planting
- Large, simple, elegant open space
- Feature performance stage / plinth
- Traditional and formal geometry
- Large central space for events
- Periphery market stalls set with trees



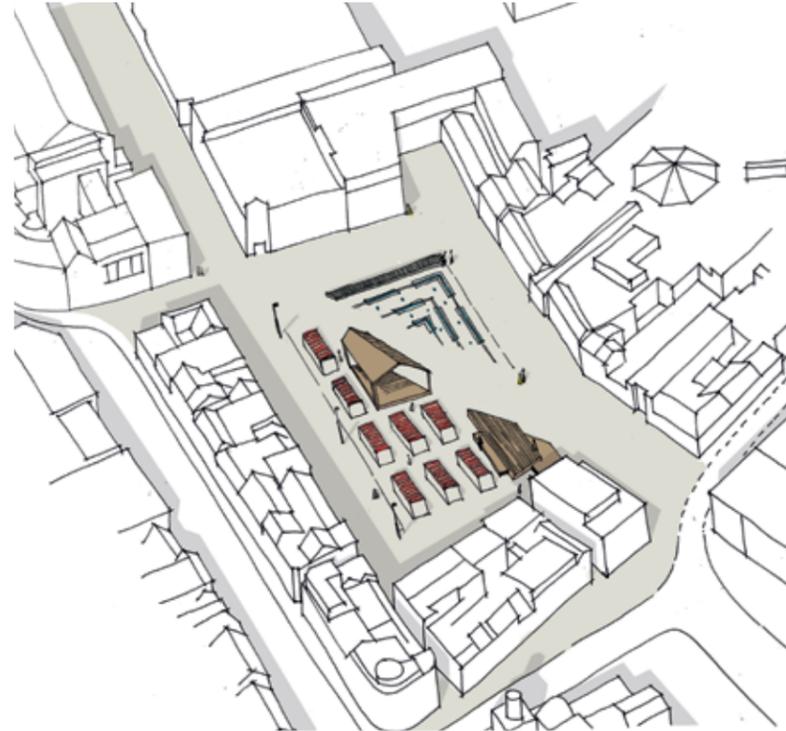
THE DE-CONSTRUCTED SQUARE

- Contemporary de-constructed geometry
- Inclusion of canopy / structure as focal feature
- Re-defining a traditional 'square' with no periphery vehicular route
- Large central space for events
- Minimal area for markets



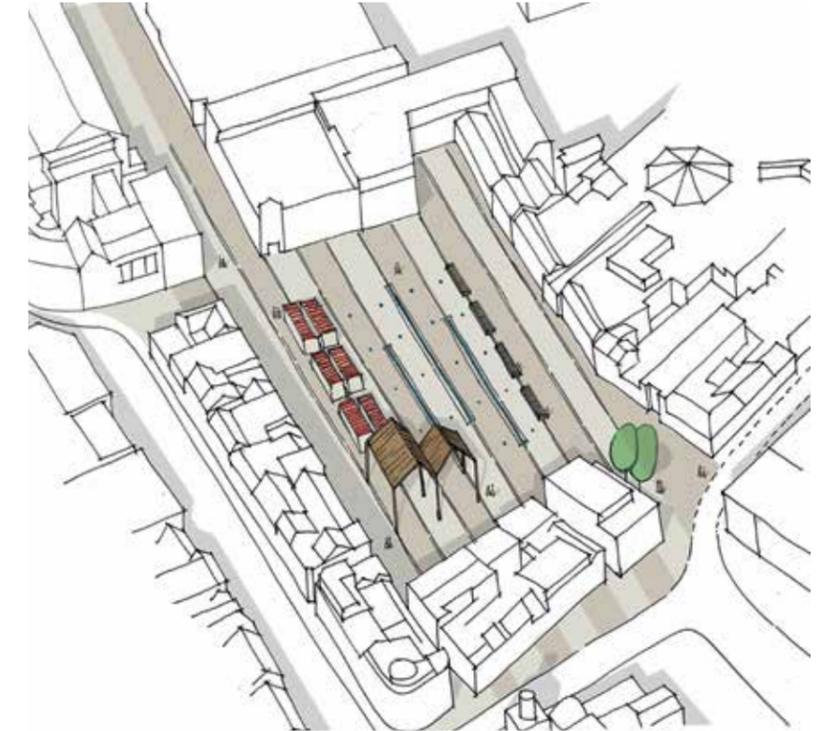
THE STEPPED SQUARE

- Utilising level change to create seats and steps
- Defining separate spaces for the market / with flexible event space and the public 'square'
- Smaller area for events with level access limitations
- Large central water feature



THE DIAGONAL SQUARE

- Prioritising a direct route and vista based on a desire line
- Defined separate spaces for the market / with flexible event space and the public 'square'
- Minimal area for events
- Large central canopy / structure



THE BANDING SQUARE

- Bold banding and patternation providing order to elements within the square
- Large central space for events
- Large canopy / structure as feature

# 05 OPTIONS APPRAISAL & CONSULTATION

## DEVELOPED OPTIONS

Three concept options were developed to challenge the thinking of a traditional market square;

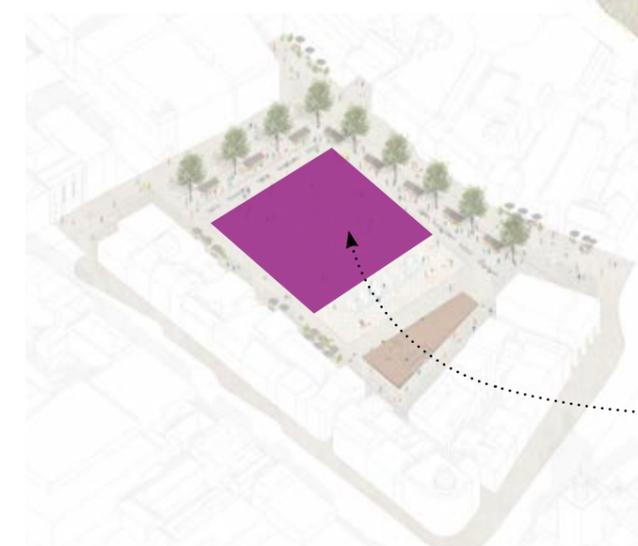
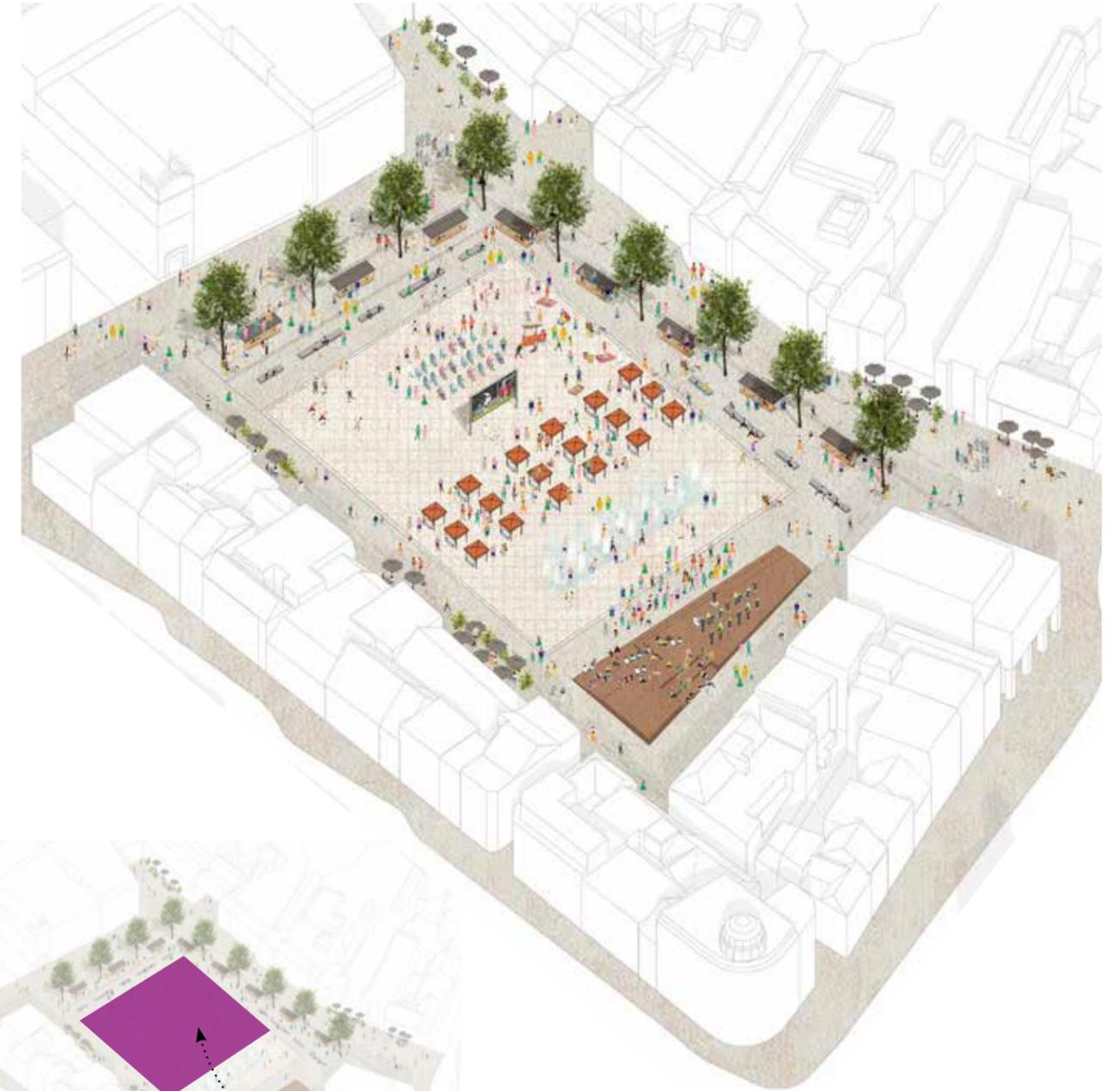
- The Garden Square was based on the idea of a large simple open space in the centre of the square with day to day activities and activation pushed to the periphery of the space. The 'traditional' square is framed by tree planting to assist with screening of poor architecture and combines this avenue planting as a setting for the market stalls.
- The De-constructed Square goes against the typical convention of an urban square by utilising geometric forms not directly correlating to the building edge. This enables spatial planning, and activity areas to have more freedom in size and shape to suit their needs and to respond to site and micro-climate opportunities.
- The Stepped Square seeks to maximise the natural level change across the square to create opportunities for seating and containment of activity spaces.

Following a review with Northampton Borough Council and their partners Northampton Forward, it was agreed that the De-constructed Square was the preferred option. It provided a greater flexibility in layout for the variety of components and the linear water feature which utilises the natural fall across the site could strongly contribute to activating the western edge of the square.

A critical review of the components in regards to budget and best value was undertaken. Consideration for transformative impact, flexibility and longevity of use as well as ongoing maintenance costs were reviewed.

It was agreed that the inclusion of an architectural feature such as a market canopy or plinth for events would be too static for the space and not provide good value in terms of seasonal flexibility.

THE GARDEN SQUARE



Potential space for events

THE DE-CONSTRUCTED SQUARE



Potential space for events

THE STEPPED SQUARE



Potential space for events

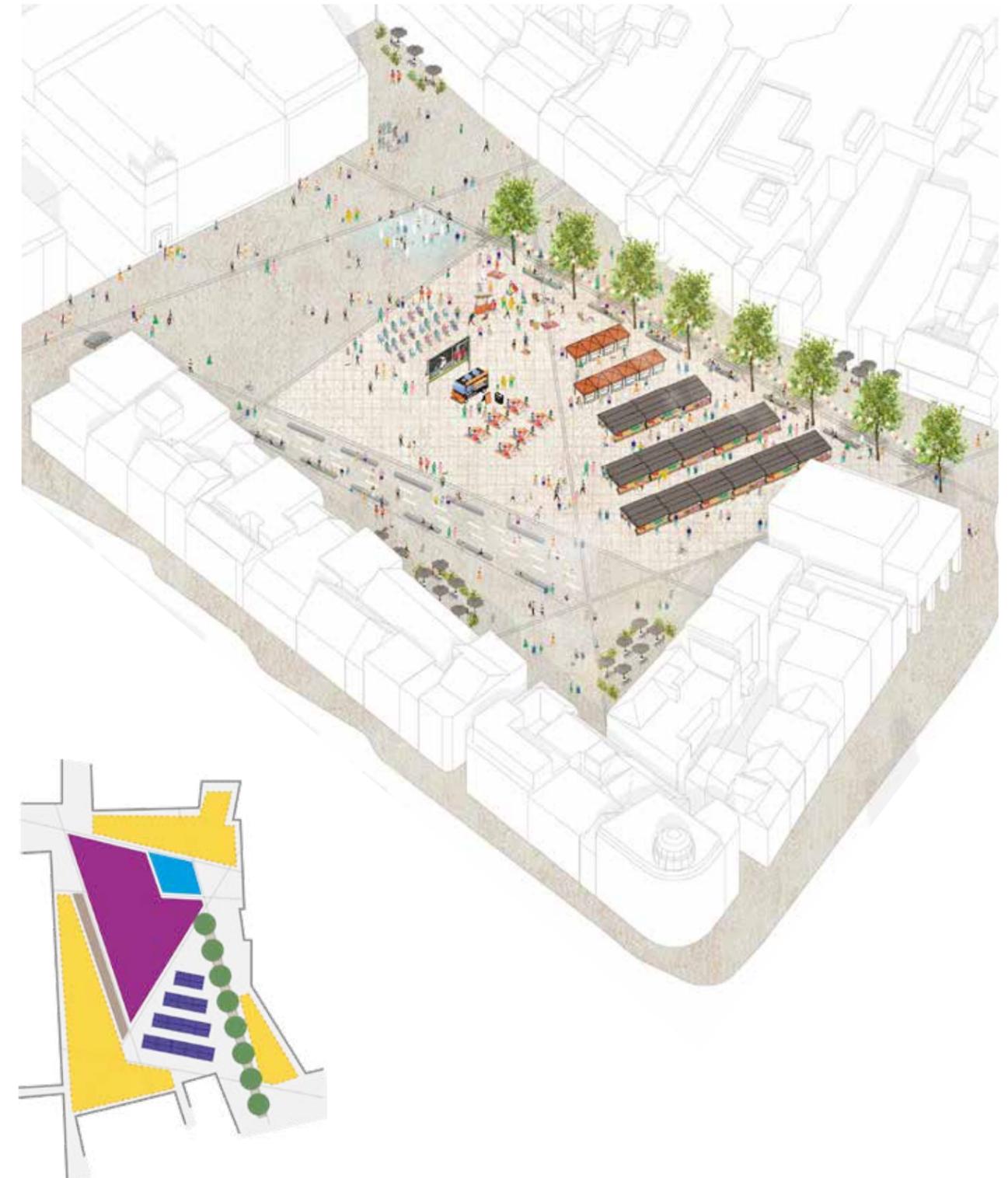
Potential space for events with restricted access

# 05 OPTIONS APPRAISAL & CONSULTATION

## CONSULTATION OPTIONS

The preferred option was developed into three schemes for public consultation. These explored the location and scale of various components such as grove or avenue tree planting, linear or square water feature and number of permanent market stalls.

OPTION ONE



LINEAR TREE AVENUE



WATER FEATURE



MARKET STALLS



SEATING FEATURE

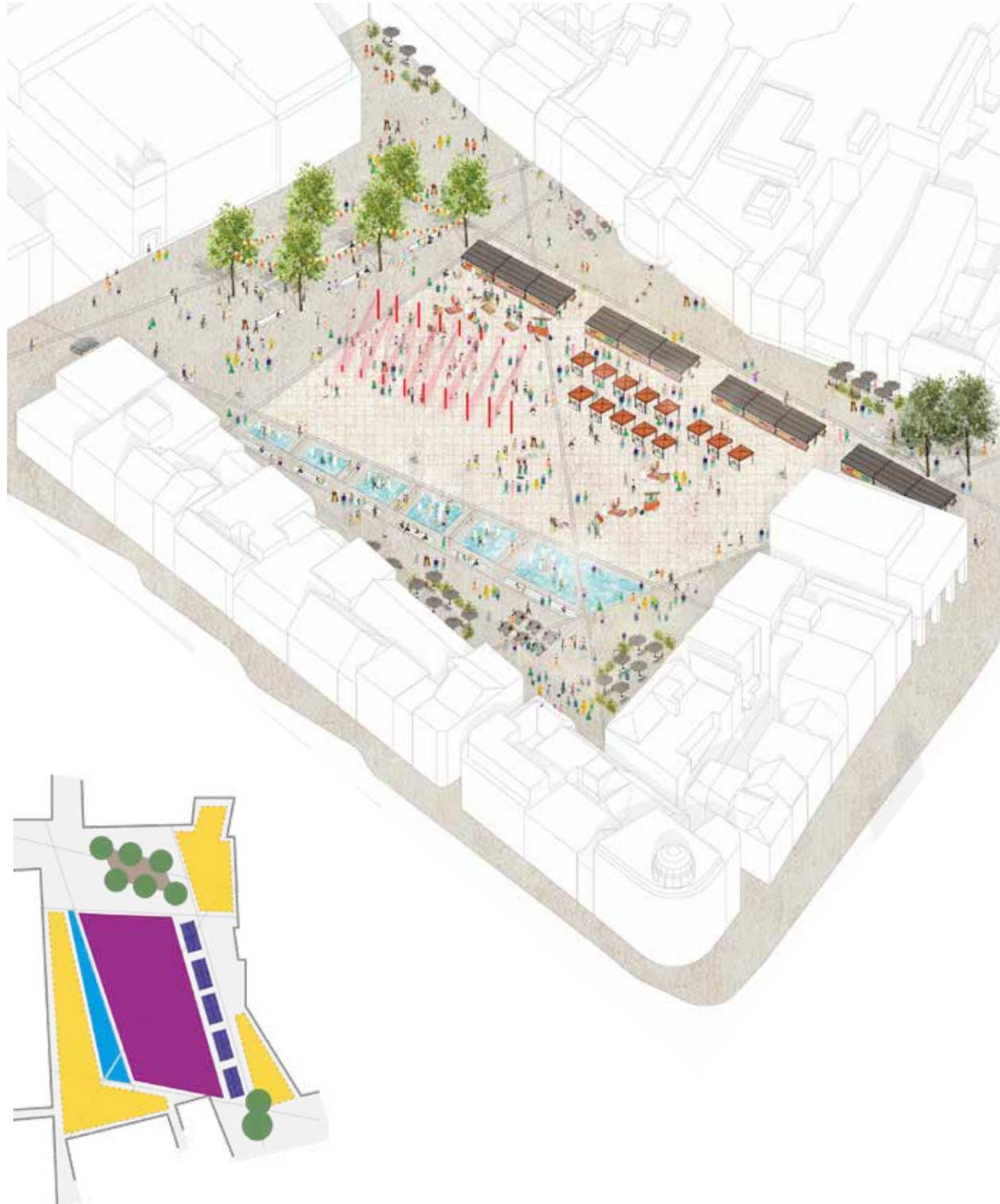


EVENT SPACE

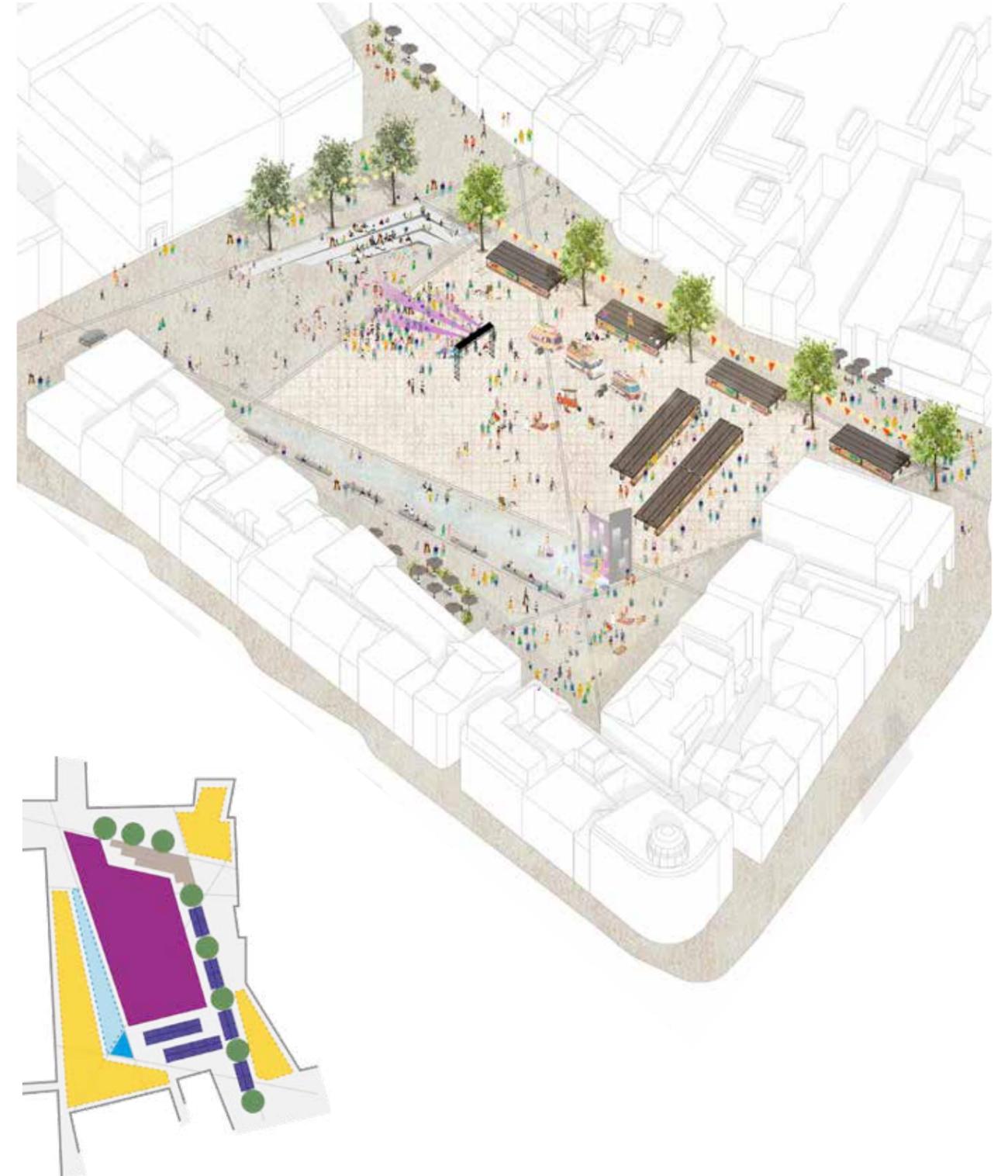


SPILL OUT SPACE

OPTION TWO



OPTION THREE

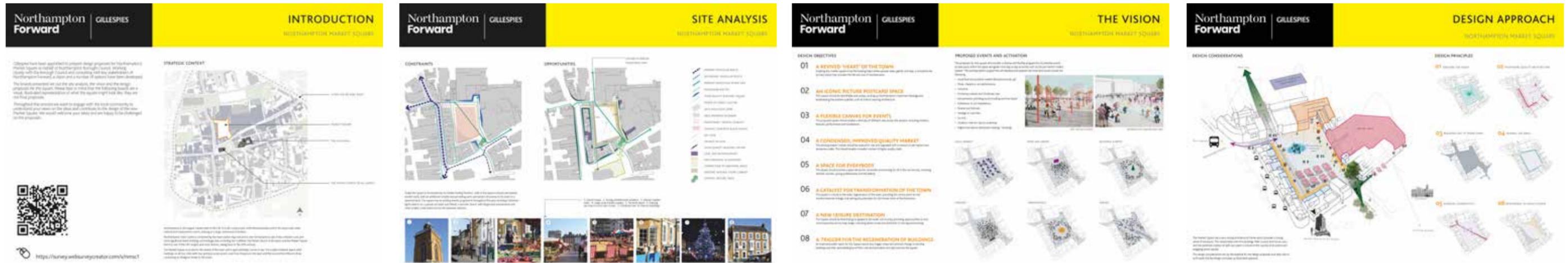


# 05 OPTIONS APPRAISAL & CONSULTATION

## PUBLIC CONSULTATION

In December 2019 three design options for the Market Square were taken to public consultation to help inform and develop the proposals. These options tested what local people wanted in terms of layout and the scale of various components such as tree planting, the water feature and number of permanent market stalls.

An event within the Market Square was held to engage as many people as possible, along with an online survey and publication in the local press. The consultation material, explaining the process and illustrating the options is set out below.



**Northampton Forward** | GILLESPIES

### COMPONENT ELEMENTS

NORTHAMPTON MARKET SQUARE

**Northampton Forward** | GILLESPIES

### OPTION ONE

NORTHAMPTON MARKET SQUARE

**Northampton Forward** | GILLESPIES

### OPTION TWO

NORTHAMPTON MARKET SQUARE

**Northampton Forward** | GILLESPIES

### OPTION THREE

NORTHAMPTON MARKET SQUARE

# 05 OPTIONS APPRAISAL & CONSULTATION

## PUBLIC CONSULTATION RESPONSE

All survey data was collected and analysed by Think Turquoise, and the highlights of this information have been summarised below with graphics to support opposite.

*There is a desire from the general public for the market square to be rejuvenated and the three proposed designs were favourably received.*

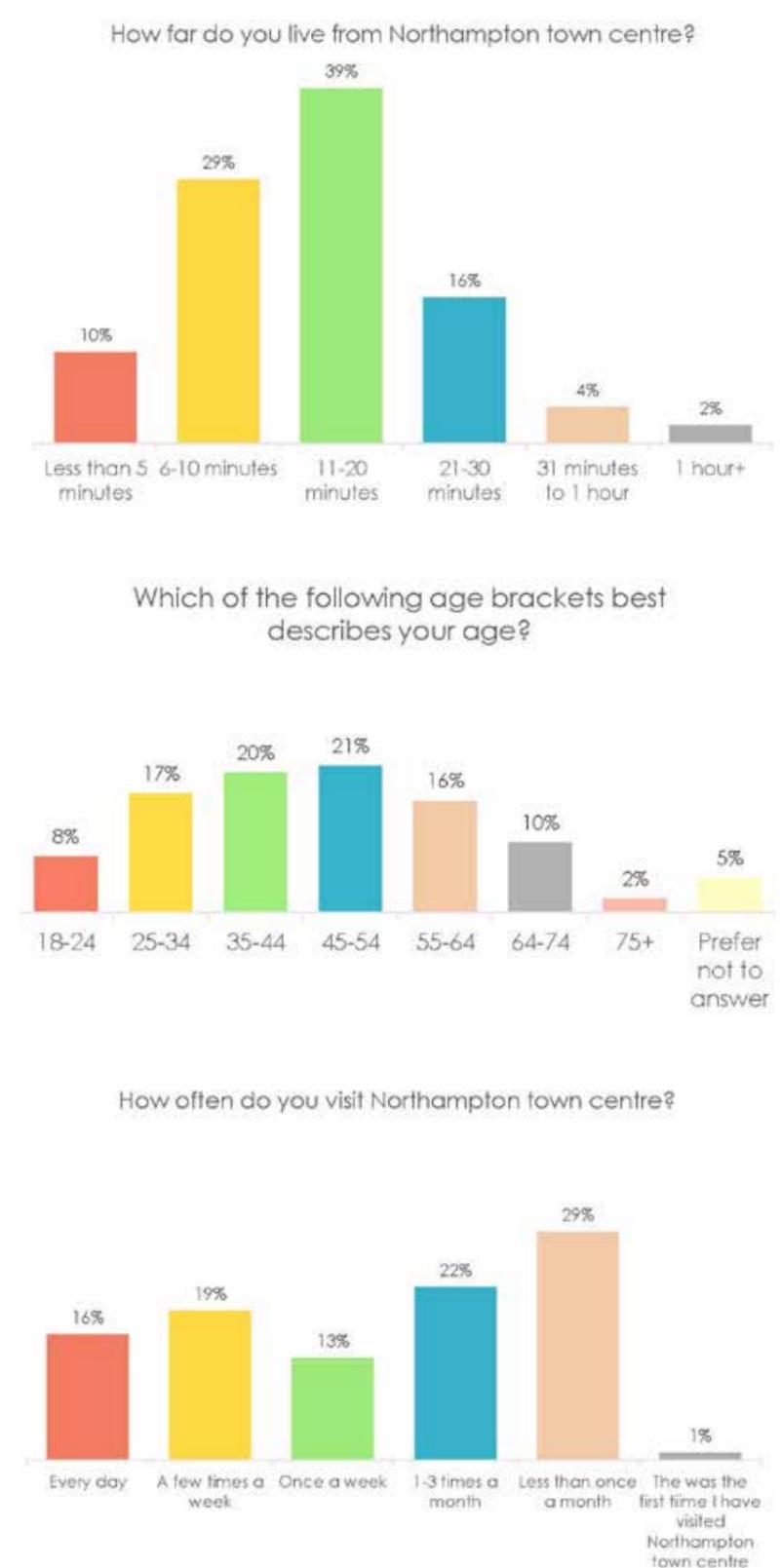
*Key for respondents is ensuring that the market square is a welcoming, usable, safe space that at its heart is a market square (with quality traders) but can also be a space that lends itself to other events.*

*Those surveyed want greenery and trees to be featured and for there to be seating so that it can become a space where you can sit and relax. Cafe and restaurant spill out was also seen to be a welcomed element of the designs.*

*Anecdotally from the open comments given by the public if the market square is rejuvenated it is important that the surrounding area, buildings and shops are also refreshed and fit in with the new look and feel of the market square. Without improvements to these areas as well the impact of the rejuvenated market square will be lessened.*

*Similarly maintenance and upkeep of the rejuvenated market square going forwards will be a key point of concern that may need to be addressed amongst the general public. Cleaning, litter, maintenance of the water feature, managing anti-social behaviour and ensuring a high standard of traders are maintained are key to ensure the value of the investment.*

Design Option 3 was the public's preferred option and along with other comments is developed into a RIBA Stage 2 design proposal as set out in the following chapters.



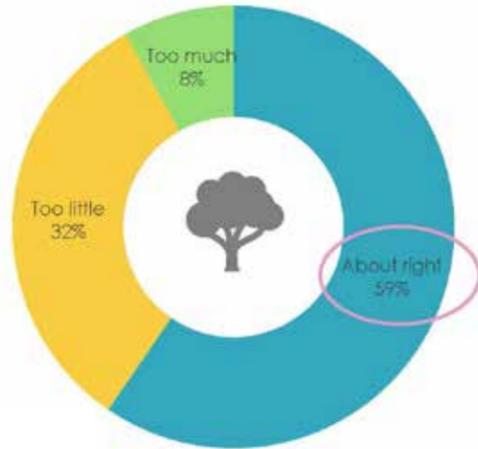
With regards stepped seating terraces there is a desire for any design to include this element.

The proposed level of tree planting within the designs is about right and they favour a design that includes a tree grove with an interspaced linear avenue of trees.

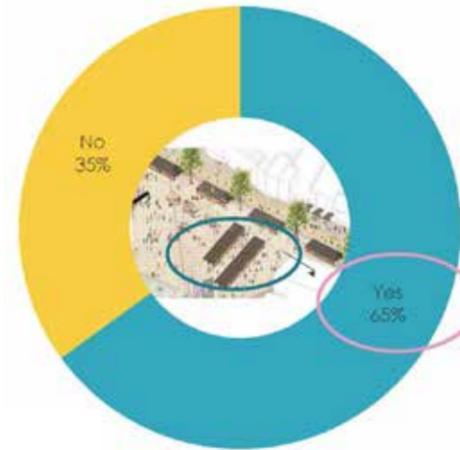
A linear interactive water feature within the design is preferred.

With regards market stall placement there is a desire for any design to include the additional permanent stalls to the south side.

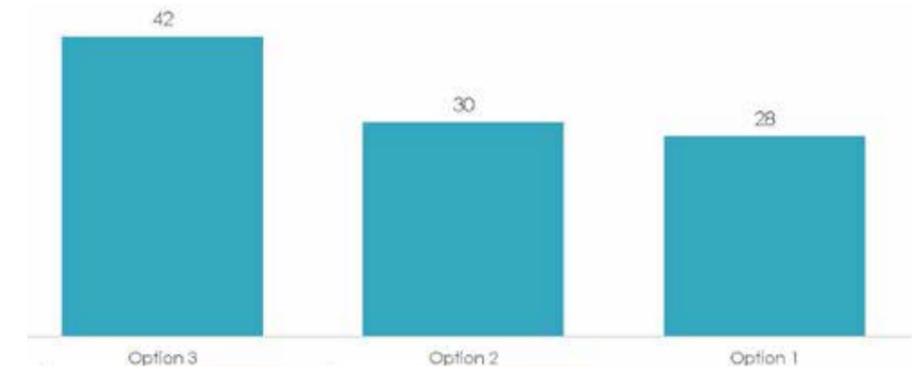
Overall, across all designs, how do you feel about the level of tree planting proposed?  
 More than half of respondents (59%) felt that the level of tree planting proposed was about right.



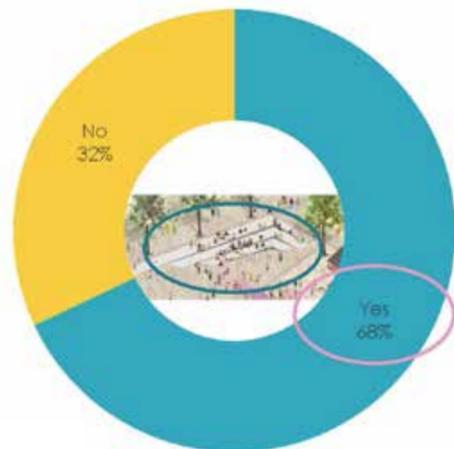
Design option 3 has additional permanent stalls to the south side of the square. Are these additional stalls something you would want to see incorporated regardless of which design is implemented?  
 Nearly two of thirds of respondents would like to see the additional permanent stalls incorporated regardless of which design is implemented.



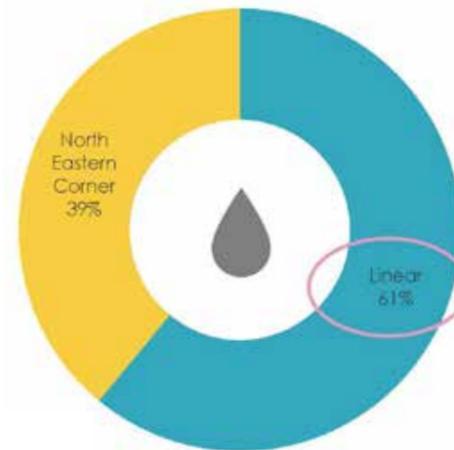
Taking the above aspects explored into consideration, overall which of the proposed Northampton market square designs do you prefer?  
 Design 3 proved to be the most preferred overall with 42% of respondents selecting this design.



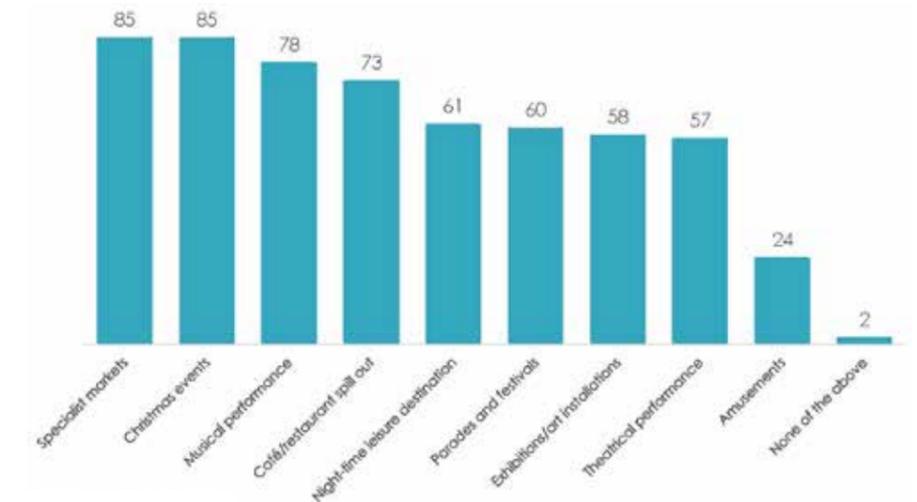
Option 3 shows stepped seating terraces in the north-eastern corner of the square. If this something you would want to see incorporated regardless of which design is implemented?  
 Just over two thirds of respondents would like to see stepped seating terraces incorporated regardless of which design is implemented.



There will be an interactive water feature within the square, would you prefer to see a linear feature such as option 2 and 3 or an area to the north east as illustrated in option 1?  
 61% of respondents preferred a linear water feature as opposed to a water feature in the North East corner.



The intention is that the square will also become an area to host even more seasonal and diverse events. Which of the following kinds of events do you feel should be hosted?  
 Specialist markets and Christmas events were the most popular types of event that could be hosted in the market square.







# 06 DESIGN DEVELOPMENT

## RETAINING THE HERITAGE

Some comments and discussion from the public consultation highlighted the importance of the history and heritage of the square to local people. The existing cobbles within the square are an important asset that enable people to connect to the heritage of the Market Square. As part of the development of design proposals inspiration was taken from the historic routes into the town centre that once all converged into Market Square and All Saints Church plaza. The idea of clear routes being demarcated and to draw people into the square from surrounding streets can be realised with the reuse of the existing cobbles. These strong ground patterns can be used to help frame different spaces and uses within the square, whilst adding a tactile element of interest across a large area of hard standing.



1. Existing Cobbled surface

2. Existing cobbled surround

3. 1810 engraving by George Cole

4. Historic map showing ancient road layout

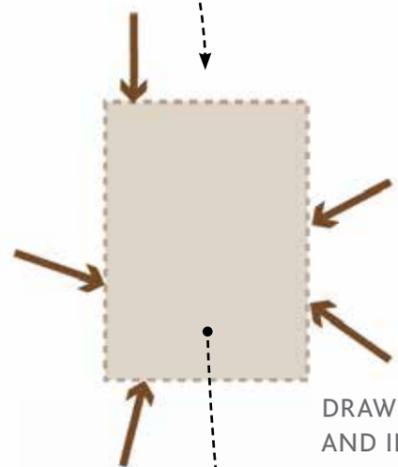
5. Existing cobble stone layout

# 06 DESIGN DEVELOPMENT

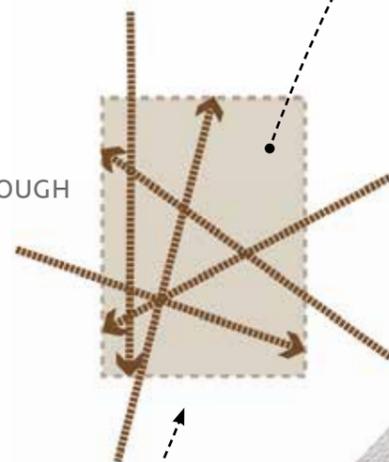
## RETAINING THE HERITAGE



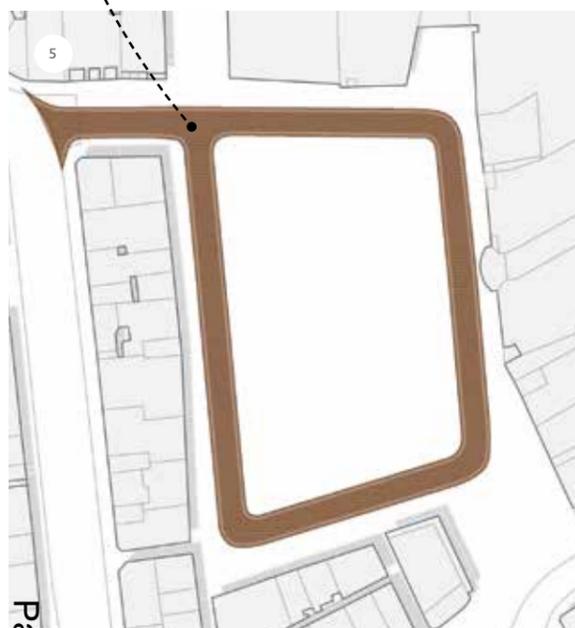
HISTORIC ROUTES MEETING AT THE SQUARE



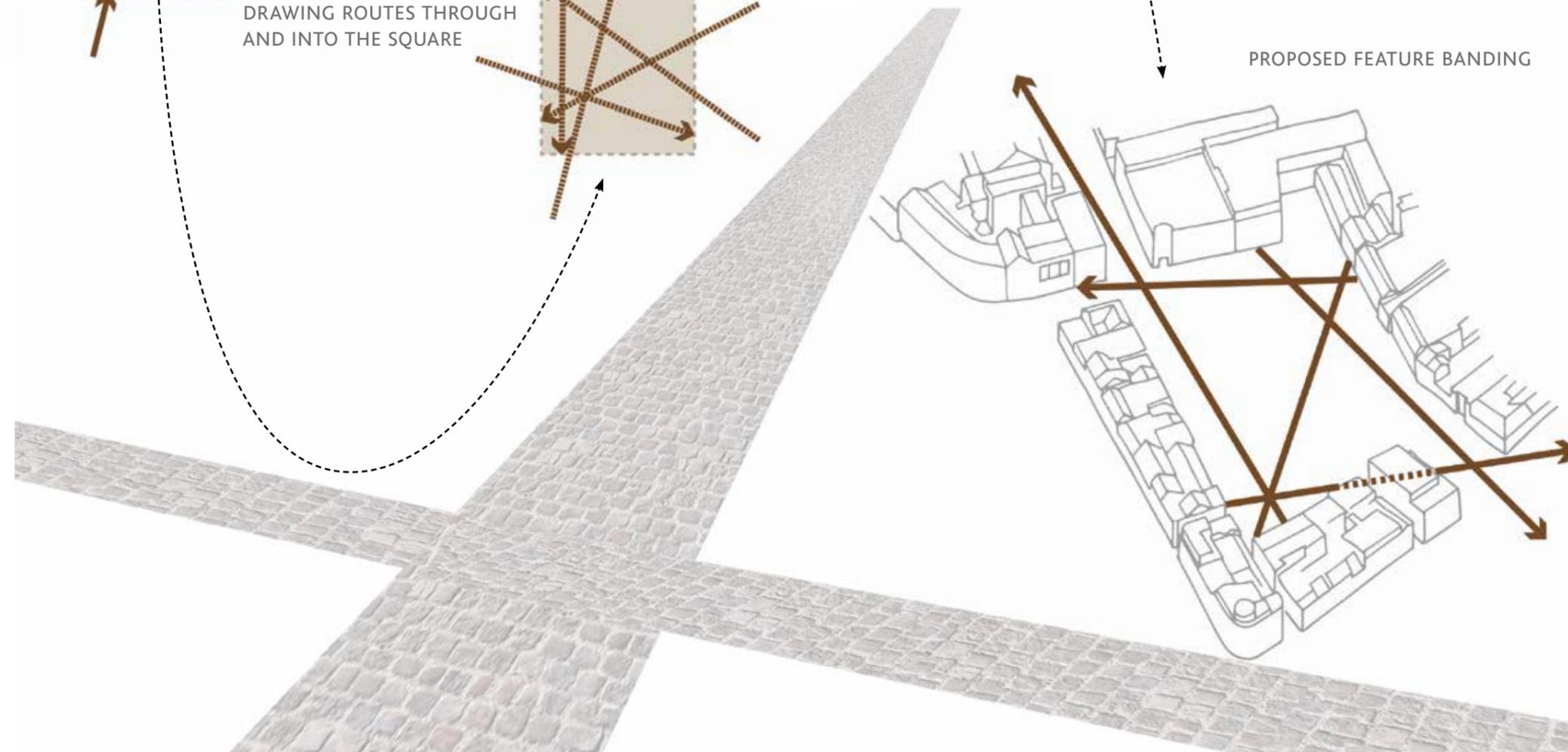
DRAWING ROUTES THROUGH AND INTO THE SQUARE



PROPOSED FEATURE BANDING



EXISTING PERIPHERY COBBLE ROUTES



# 06 DESIGN DEVELOPMENT

## EMPORIUM WAY

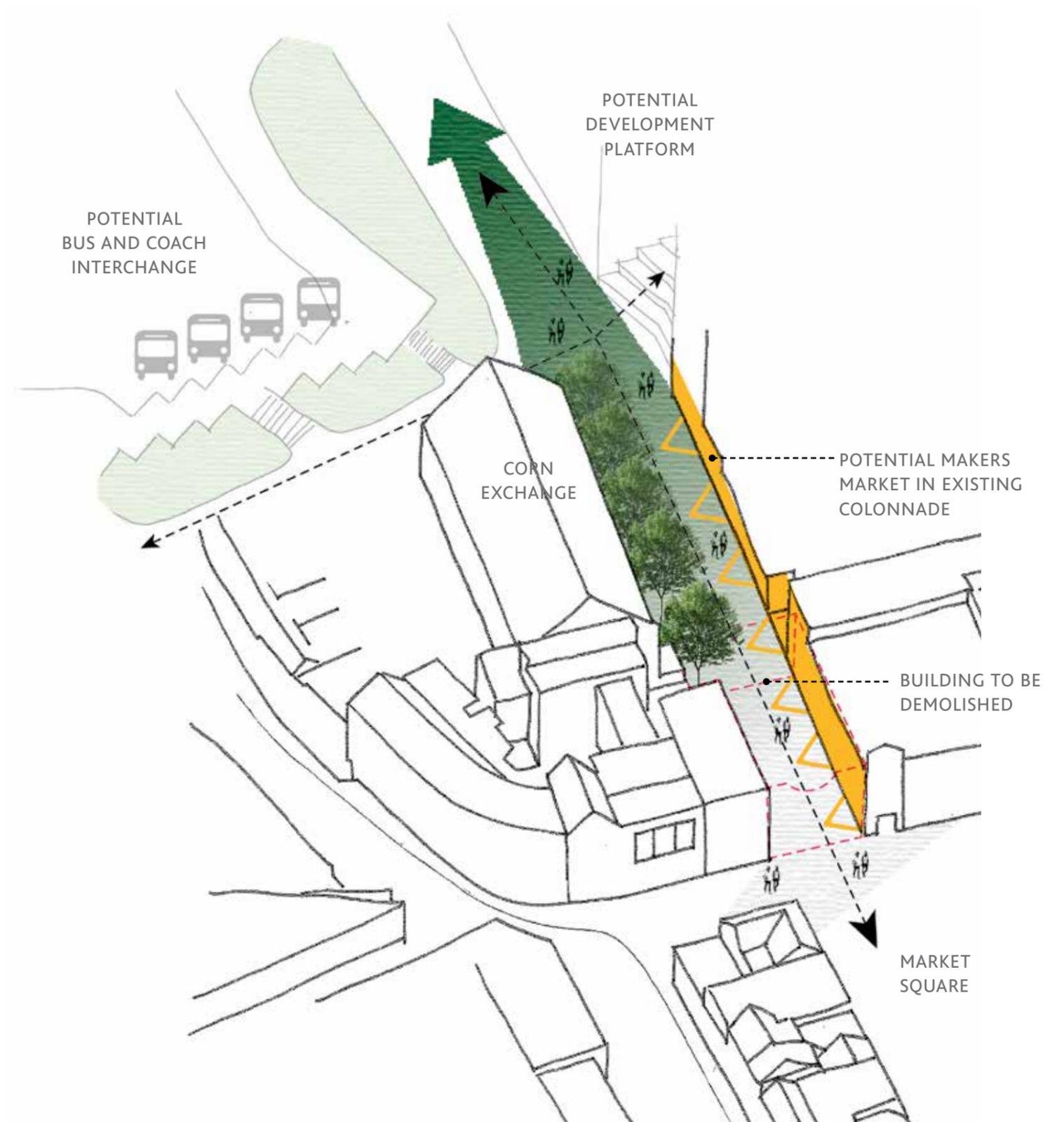
As part of the wider proposals for the regeneration of the Market Square, a key connection that will unlock further investment within the town is the northern route to Greyfriars, proposed as Emporium Way.

This connection would be enhancing an existing, very weak pedestrian route by demolishing a building to create a direct and strong pedestrian thoroughfare.

Based on the principles of the masterplan it is intended to activate the eastern facade, an existing colonnade, with the creation of small craft units that could facilitate a makers market.

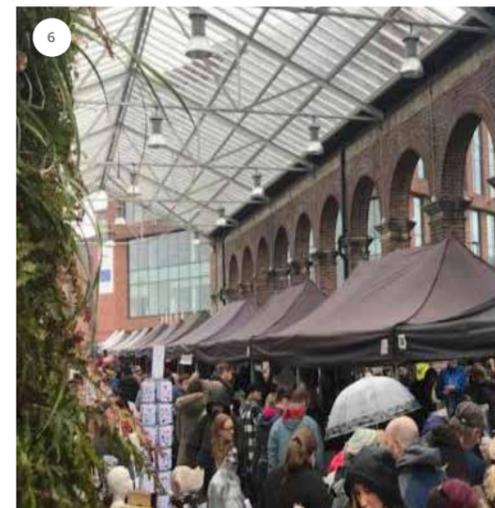
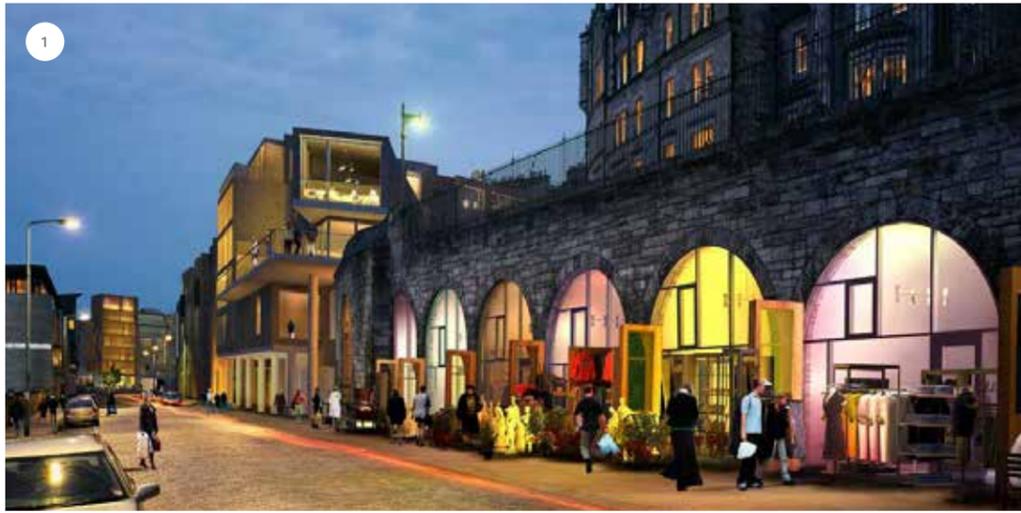
The western facade, the old Corn Exchange provides a very poor frontage to Emporium Way with limited windows or permeability to the buildings. This provides an opportunity to add in some significant 'green' in the form of tree planting and lower level shrub and herbaceous planting.

At approximately 15m wide there is ample space to allow people to stop and linger and interact with the 'makers market' so seating and places of rest should be provided.



# 06 DESIGN DEVELOPMENT

## EMPORIUM WAY



The existing colonnade, will be transformed into a makers market with small craft units for independent makers and sellers of craft products.

The refurbished colonnade is proposed to be a mixture of:

- Makers-market units, to include power, water and data
- Single unit kitchen / bathroom facility for makers market occupants
- Market Square event storage, for seasonal/ pop-up furniture etc.
- Refuse store (for square fronting buildings - as existing use in colonnade)

1. Market Street Arches, Edinburgh
2. The Carriage Shed, Chester
3. Brixton Arches Market
4. Handmade crafts
5. Handmade crafts
6. The Carriage Shed, Chester with market stalls





# 07 DESIGN PROPOSALS

## THE MASTERPLAN

The illustrative masterplan sets out the proposals for both the Market Square and Emporium Way. These are proposed to be part of one continuous space with the same materials palette moving through Emporium Way connecting to the north from the square.

The key activities across the square are broadly zoned by the paving banding, creating periphery activity to engage with the building frontages and a clear open central space for flexible events and activities.

The following pages show the key areas of the square in greater detail.

THE MARKET SQUARE



# 06 DESIGN PROPOSALS

## THE MASTERPLAN

### EMPORIUM WAY



#### HARD LANDSCAPE LEGEND

- Paving Type 1 - Central Square  
Granite Setts (mixed smaller units)
- Paving Type 2 - Square surround  
Granite Setts / slabs (mixed larger units)
- Paving Type 3 - Water feature  
Carved and textured granite stones
- Paving Type 4 - Banding  
Re-used existing cobbles
- Stepped seating  
Granite slabs / stones
- Space for temporary / seasonal market stalls
- Fixed permanent market stalls
- Proposed granite kerb
- Granite bench
- Cafe spill out area
- Lighting column
- Timber bench
- Fixed bollards
- Demountable bollards
- Interactive wall

#### SOFT LANDSCAPE LEGEND

- Existing trees to be removed
- Proposed large tree in hard landscape
- Proposed medium tree in hard landscape
- Proposed small tree in soft landscape
- Mixed shrub and herbaceous planting

# 07 DESIGN PROPOSALS

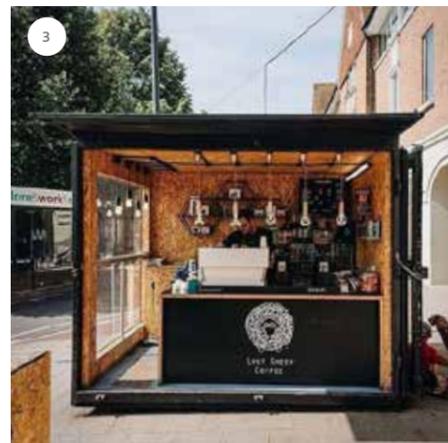
## MARKET AVENUE

The markets has been condensed but will be significantly improved with the inclusion of a number of fixed permanent markets stalls and an area set up to receive temporary or seasonal stalls. It is intended that key desire lines and routes from transport connections to Abington Street will pass in close proximity to the market stalls to assist with footfall.

The two large existing trees are proposed for removal and replacement. The existing trees, albeit mature and provide green amenity are not ideal species, nor have a particularly elegant form and would not endure the life expectancy of the new square proposals. Proposed trees are suggested to replace the existing, and will be constructed with large underground cells to ensure they will have the potential to reach maturity.



- 1. Kings Cross Market, London
- 2. Waddeson Manor seasonal market, Buckinghamshire
- 3. Seasonal coffee shop, Canterbury





# 07 DESIGN PROPOSALS

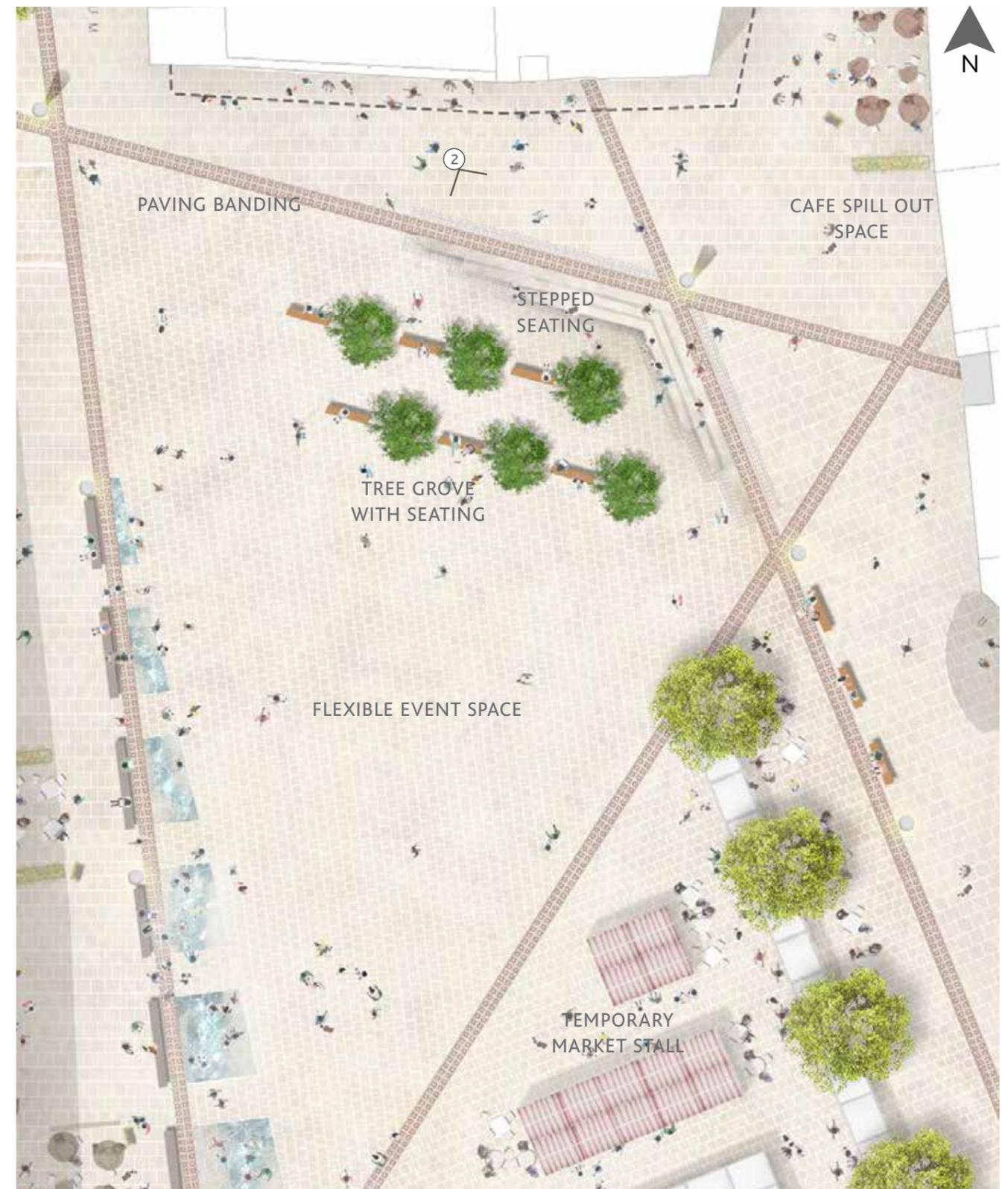
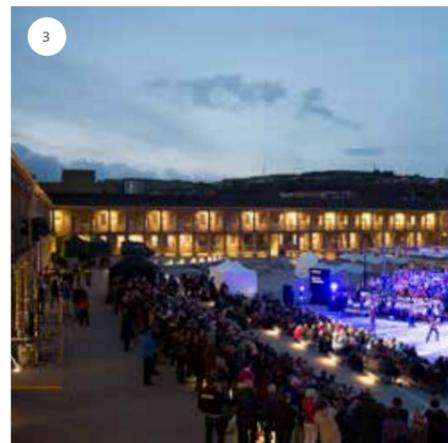
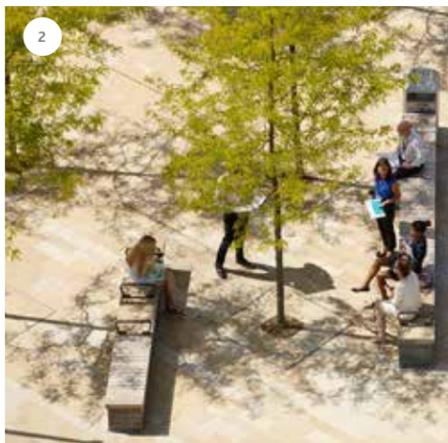
## GROVE SEATING AND EVENT SPACE

To the north of the square lies a grove of trees that will provide dappled shade during the summer months. These trees help to frame the central event space and provide screening for the architecture to the north of the square. The stepped seating area utilises the subtle level change across the square and provides an informal resting place for people to congregate and enjoy looking across the square.

The large event space (illustrated by the dashed line below) is approximately 1,500m<sup>2</sup> which will have the capability to host a variety of types and sizes of events, performances and seasonal activities within the square.



- 1. Granary Square, London
- 2. Sovereign Square, Leeds
- 3. The Piece Hall, Halifax





# 07 DESIGN PROPOSALS

## WATER FEATURE

The water feature is designed to be the central attraction that provides everyday animation within the square. Its linear design is intended to support the activation of the western façades which are most suitable for cafe spill out interaction with the square.

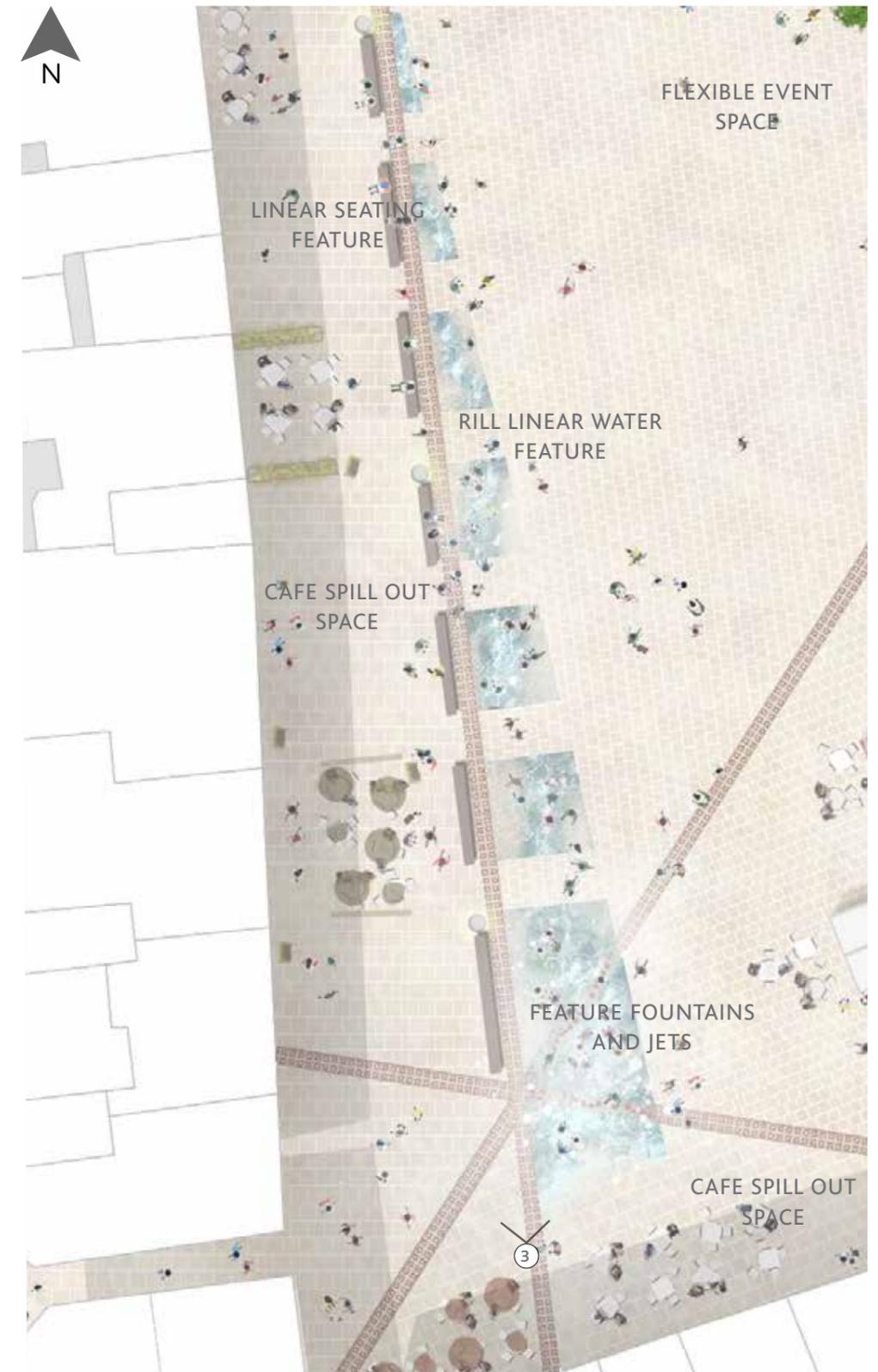
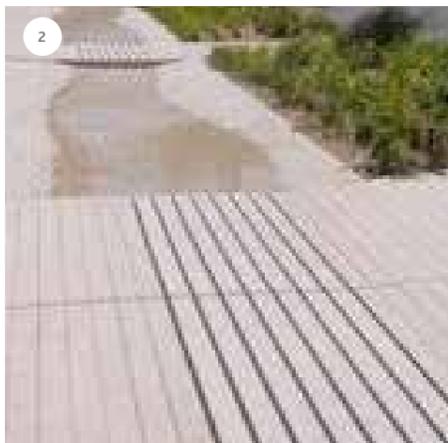
The feature will utilise the natural fall (where possible) from north to south to create a rill type feature with small crossings to create east west permeability. The feature will end in the southern corner of the square with a larger, shallow pool with interactive jet fountains to create vertical interest and play provision.

Large, elegant double sided seating will sit along the length of the feature to allow for increased activation and people watching.

The water feature will be illuminated at night time with variable and seasonal display loops.



- 1. Princess Diana Memorial Fountain, London
- 2. Gondrecourt-le-Château, France
- 3. Granary Square, London







**OUTLINE SPECIFICATION**

# 08 OUTLINE SPECIFICATION

## HARD LANDSCAPE MATERIALS

### GENERAL DESIGN CONSIDERATIONS

All hard landscape areas shall be fit for purpose and have the capability to withstand the appropriate level of vehicle loading and trafficking.

It is proposed that all of the square is laid on a rigid concrete sub-base construction, but that the central area will need to meet greater wear and tear requirements and stain resistance.

A clear colour contrast with appropriate light reflectance value (LRV) will be used to demarcate any changes in level.

The proposed hard landscape should be robust and cost effective with a long term life expectancy, considerate of future uses and flexibility.

### STRATEGIC DESIGN

The re-use of the existing cobbles to create the feature banding will help to reference the heritage of the site. These would need to be hand-picked, cleaned and sorted to source the best units for re-use.

The proposed colour palette is warm tones of natural stone. These should include a subtle variation of buff, pink and cream tones found in granite.

The demand for flexibility and variety of uses suits a small size sett or block rather than slabs that would be susceptible to cracking.

Laying pattern, stone finish, shape and size of units will provide interest and variation across larger areas of open paving.

All design intent is subject to review and coordination with engineers.



# 08 OUTLINE SPECIFICATION

## HARD LANDSCAPE MATERIALS



### Paving Type 1 - Central square

Granite setts: variety of finishes and colours as above.

2 coursing widths: 100mm x random length  
150mm x random lengths

### Paving Type 2 - Square surround

Granite setts: variety of finishes and colours as above.

3 coursing widths: 150mm x random length  
250mm x random length  
300mm x random length

### Paving Type 3 - Water feature

Bespoke carved granite stones

Variety of finishes and colours as above.



### Paving Type 4 - Feature banding 1m wide

Re-use existing cobbles. Hand-pick, clean and sort to source the best units for re-use. Feature lighting, inlays or coloured grout to be used to enhance feature.



### Stepped level change / seating

Granite slabs to match granite paving to create large stepped seats. Contrasting colour granite used were required. Corduroy tactile paving used at top and bottom of steps.

# 08 OUTLINE SPECIFICATION

## WATER FEATURE

### STRATEGIC DESIGN CONCEPT

The water feature is based on a concept of a flowing rill from north to south, which can utilise the natural gradient of approx 2.5m.

Constructed out of natural stone, meanders and textures to be carved into the stone to create variety and interest in flow.

All areas are to be accessible and safe for children and adults to play.

The feature will be illuminated at night time with variable and seasonal display loops.

Plant room location (preferably above ground) and water tank storage location to be considered for best value proposals and successful long term management and maintenance.

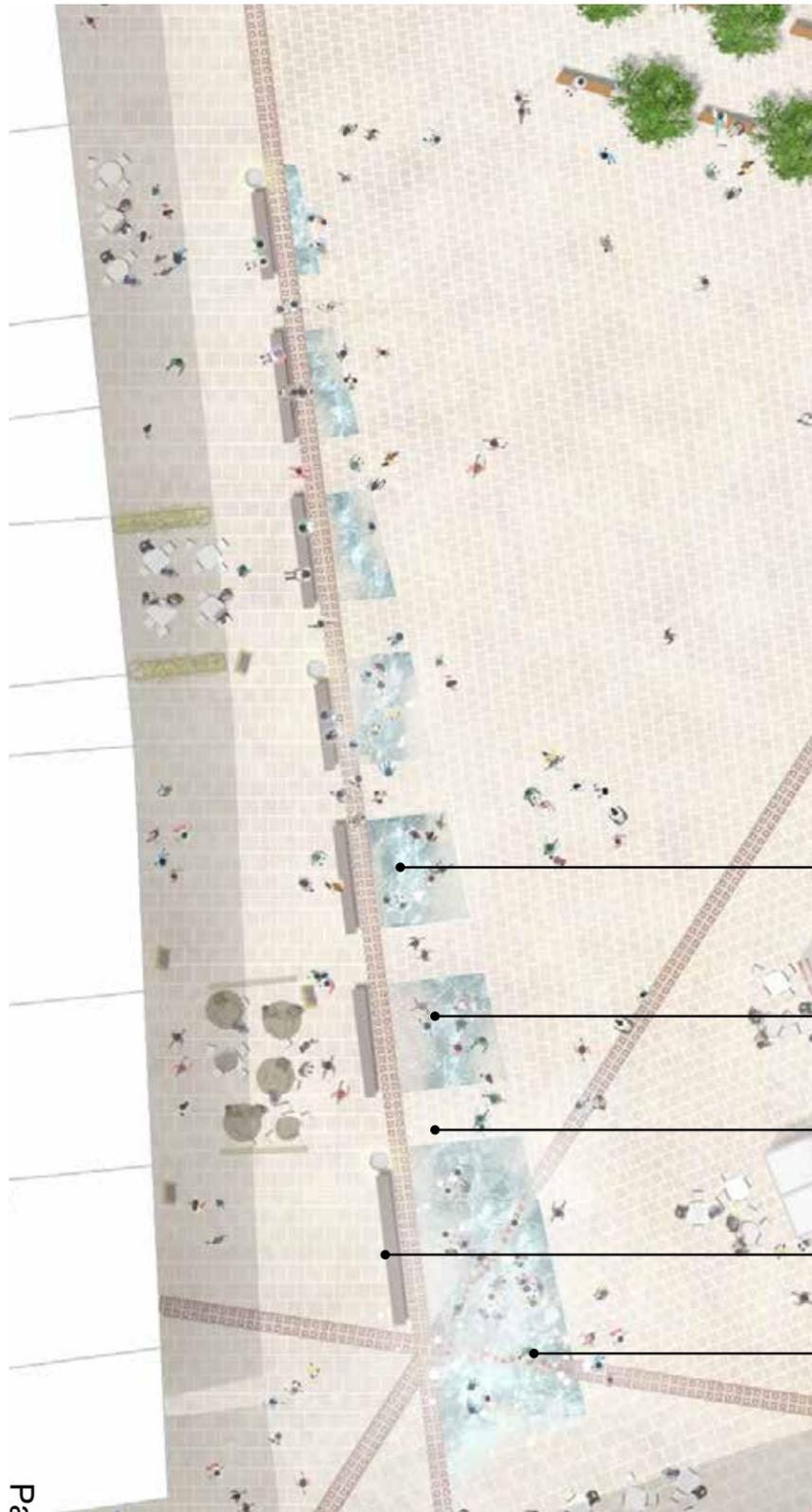
Surface run-off drainage to be separate system from water feature.

All design intent is subject to review and coordination with engineers and specialist water feature designers.



# 08 OUTLINE SPECIFICATION

## WATER FEATURE



Open rill feature with sloped sides and meandering water flow

Variety of textures / patterns carved into stone surface

Paved crossing feature, to allow water to flow under

Linear feature granite seating

Main feature with fountains and jets over paving banding

## 08 OUTLINE SPECIFICATION

### STREET FURNITURE



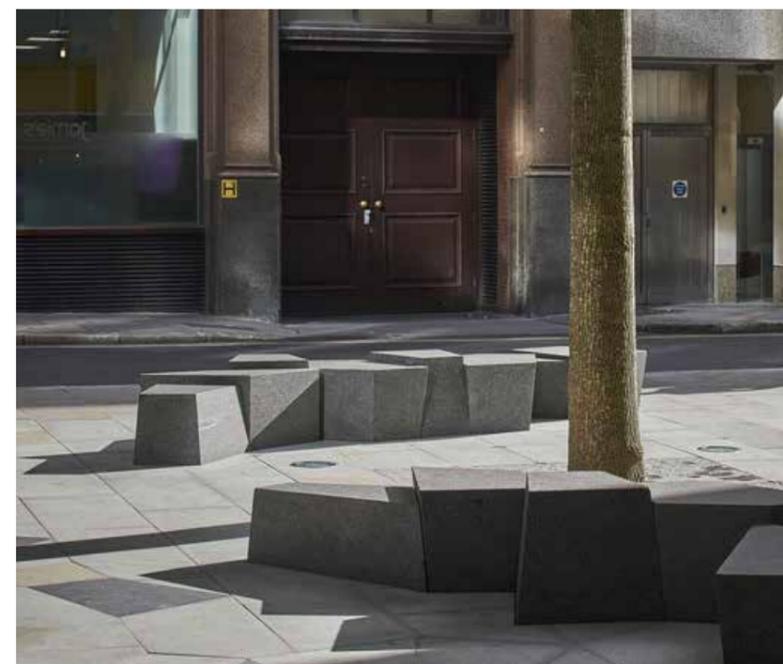
**Timber (and metal) bench**

Lighter-weight, with potential for being moved for large events or replaced after 5-10 years.



**Bespoke granite bench - adjacent to water feature**

Robust, solid granite linear seats



**Bespoke granite bench -Abington St entrance**

Designed to meet HVM rating PAS 68 to prevent vehicular access. Use of varied shapes and forms to allow people to congregate.

# 08 OUTLINE SPECIFICATION

## LIGHTING AND ENGINEERING



Inset feature lighting for paving banding and level changes

Feature lighting for seating and trees

High quality amenity lighting - columns and architectural façades.

NOTE potential to refurbish existing lighting on façades



Permanent and pop-up service units

Stainless steel slot drains

# 08 OUTLINE SPECIFICATION

## SOFT LANDSCAPE



**Large mature trees (60cm girth or above)**

Suggested species - *Platanus x hispanica*  
 - *Liriodendron tulipifera*

Trees to be in cellular tree pit with underground guying



**Medium semi-mature trees (30-40cm girth)**

Suggested species - *Acer campestre*  
 - *Gleditsia triacanthos*

Trees to be in cellular tree pit with underground guying



**Tree grilles**

Heavy duty stainless steel tree grilles with in-laid paving including up-lighters



**Small trees in soft landscape (18-20cm girth or m/s)**

Suggested species - *Amelanchier lemarkii*  
 - *Carpinus cordata*



**Mixed shrub and herbaceous planting**

Shade tolerant species including *Hebe*, *Hydrangea*, *Ferns* and groundcovers

# 08 OUTLINE SPECIFICATION

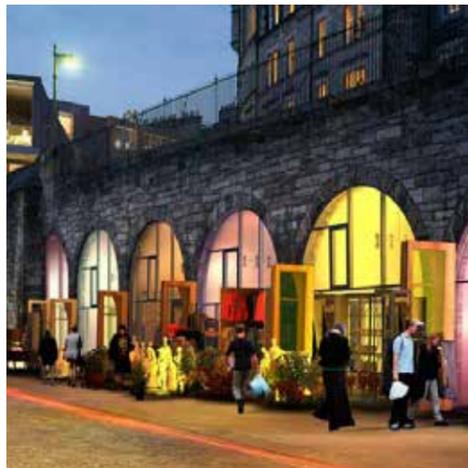
## MARKET STALLS



### Temporary and permanent market stalls

Bespoke designed units to allow stall holders to rent lockable, fixed position stalls.

Temporary pop up stalls for seasonal demand.



### Emporium Way Makers Market (Excluded from Scope of works / cost plan)

Refurbished Colonnade to include power, water and data, plus shared kitchen / toilet facilities

# 08 OUTLINE SPECIFICATION

## ART AND CULTURAL OVERLAY



### Art, branding and curation overlay for Square

Suggestion to allocate budget (£250,000) for providing, engagement with local artists for potential art installation, branding or event curation.

# 08 OUTLINE SPECIFICATION

## ART AND CULTURAL OVERLAY



### Art Screen / Wall

Large art installation with graphics, branding and lighting to enhance the Corn Exchange elevation



## VALUE OF PROPOSALS IN A POST COVID-19 WORLD (ADDENDUM - MAY 2020)

# 09 VALUE OF PROPOSALS IN A POST COVID-19 WORLD

ADDENDUM (MAY 2020)

## THE NEW NORMAL

The current Covid-19 Pandemic has significantly changed the world and how we currently occupy it both temporarily, but also likely in many permanent ways. The importance and role of public open space and how people can and should interact in these spaces is likely to evolve over the coming years as we find a 'New normal'. Throughout history, significant diseases have shaped cities by driving change in planning and development of infrastructure. It is hoped that anticipated changes will bring positive progress in raising the profile and importance of external environments that people can inhabit, share and enjoy.

Design of spaces should not be about permanently minimising everyday interactions, but allowing greater flexibility to ensure public open spaces are accessible and resilient to whatever the future holds.

For the time being many activities will be safer outdoors than indoors. Almost certainly, the recovery will happen in public spaces, with outdoor functions and activities being prioritised. This significantly increases the need for people to shop, dine and work outside where possible.

This emerging 'New normal' puts increased significance and worth in the current proposals for Northampton Market Square. The following sets out some thinking in regards to the value that the proposals can offer the community and town of Northampton in a post Covid-19 world;

- Greater need and importance to access open space
- Flexibility in where people work
- Increase in demand for outdoor dining and shopping
- Flexibility to adapt to changing circumstances
- Emphasis on active travel and improving routes



1. Social distance installation after lockdown, Vicchio, Italy

2. Pavement dining, Covent Garden, London

3. Restaurants and bars with alfresco offer

4. Outside food stall / markets

5. Temporary painted circles in Domino Park, New York

# 09 VALUE OF PROPOSALS IN A POST COVID-19 WORLD

ADDENDUM (MAY 2020)



## GREATER NEED AND IMPORTANCE TO ACCESS OPEN SPACE

Following the UK's lockdown advice, people were unable to travel as far as they were used to, and instead forced to get to know and spend time within their local, walkable area. The importance of daily exercise and engaging with nature have been highlighted to improve mental health and well-being. Fresh air, water and sunlight in particular rate as high priorities. When living in a city or in a town centre, access to space outdoors for recreation, play and exercise is even more important where private gardens are limited.

In the likely event of a recession or economic downturn people will be restricted in their capacity to travel and holiday, and therefore will have a greater need for free outdoor leisure events and activities that are local to them. Curation and programming can help strengthen and rebuild a sense of community and create places for people to connect, especially the more vulnerable and elderly. An emphasis on arts and culture will help restart a damaged sector, but more importantly highlight the joys of being human. The proposals for the Market Square provide the perfect space to bring the community together again. The large open and flexible space can enable events of different scales and activities to occur, even in times where social interactions may be restricted there is available space to accommodate a range of user activities.

## FLEXIBILITY IN WHERE PEOPLE WORK

The dramatic overnight shift from office based working to working from home is anticipated to have some longer term impacts in the way, and where we work in the future. Working remotely and in a more flexible way is likely to become more common place. As more freedom of movement and social interaction becomes acceptable people are likely to want to work in cafes, parks and plazas and shared community work hubs. People will want to stay local but get a change of scene or some peace and quiet from family life, especially if time is saved on commuting and travel.

Public open space and town centre squares like in Northampton can provide a heart and hub for people to use. Cafes with indoor and outdoor facilities and small interventions such as power sockets can be incorporated into seating to enable greater opportunities for people to have more choice in where they choose to work.

Given Northampton's proximity to London, it is a prime location for people wanting to live and work most of their time away from the capital but with good train connections for intermittent office attendance.

# 09 VALUE OF PROPOSALS IN A POST COVID-19 WORLD

ADDENDUM (MAY 2020)

## INCREASE IN DEMAND FOR OUTDOOR DINING AND SHOPPING

During times of social restrictions the core leisure activities of shopping and dining will be safer and easier to facilitate when outdoors. Even without knowing the longer term implications in regards to social distancing there will be an increased emphasis and a likely public desire to undertake these activities outdoors as a preference.

The revitalisation of the square in Northampton is the perfect opportunity to enhance the existing market offer and provide generosity in space for café culture to spill out and both engage and enhance the character of the square.

## FLEXIBILITY TO ADAPT TO CHANGING CIRCUMSTANCES

With so many unknowns looking ahead at how people will be able to interact, how long some restrictions might be in place or if likely to be a more regular occurrence, resilience, flexibility and adaptability are key requirements for public space design. Considerations for social distancing can include things like queue management, seating provisions including longer benches, and large open spaces for people to gather but with adequate space requirements.

The proposals for the Market Square provide a robust and flexible scheme that can adapt to changing unknown circumstances. The principles of the proposed design allow for a variety of interaction level and activities, whilst the existing square is very prescribed in its function, layout and use.

## EMPHASIS ON ACTIVE TRAVEL AND IMPROVING ROUTES

Social distancing has forced people to move away from using public transport. With reduced commuting and less vehicles on the roads people are enjoying the benefits of active travel (cycling, running or walking) and hopefully some of these changes are here for the longer term. The design of new public spaces and streets can provide improved, safer routes and connections with minimal clutter and obstacles. The proposed route north of the market square, Emporium Way can provide a positive contribution to improving pedestrian connections within the town centre.



1. Long length benches, Ruhr West University of Applied Sciences, Germany

2. Walking and cycling routes, Brighton © Gehl Architects

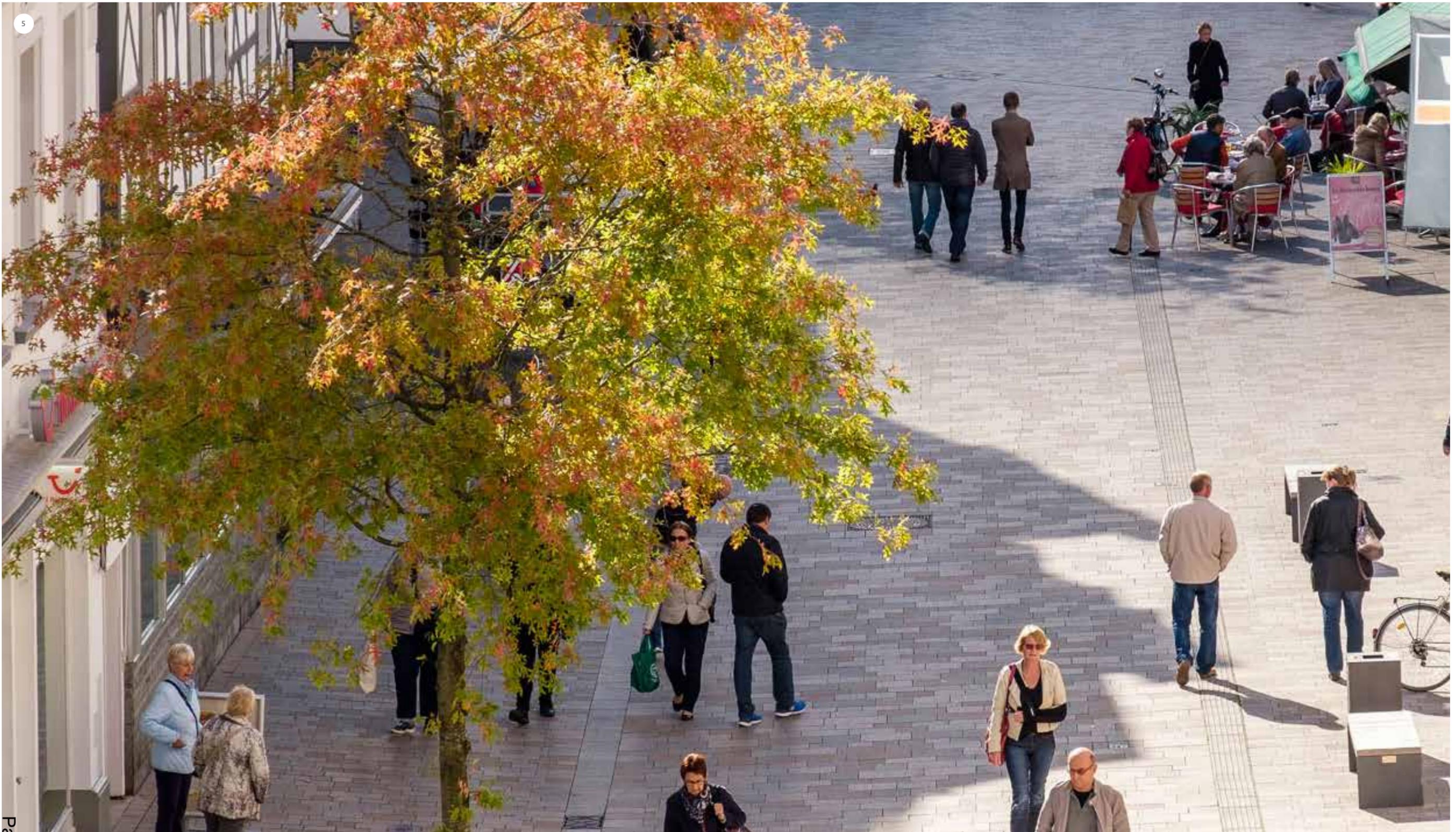
3. Increased flexibility in working remotely

4. Increase in walking and cycling as principle means of transport

5. Clear and clutter free pedestrian routes, Bad Salzflufen, Germany

# 09 VALUE OF PROPOSALS IN A POST COVID-19 WORLD

ADDENDUM (MAY 2020)



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Please click here to view Appendix 2 – Market Square Master Programme:

<https://westnorthantsintranet.moderngov.co.uk/documents/s1367/Appendix2MarketSquaremasterprogramme.xlsx.pdf>

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## WEST NORTHAMPTONSHIRE COUNCIL

### CABINET

TUESDAY 13<sup>TH</sup> JULY 2021

#### CABINET MEMBER WITH RESPONSIBILITY FOR ECONOMIC DEVELOPMENT, TOWN CENTRE REGENERATION AND GROWTH: COUNCILLOR LIZZY BOWEN

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Contributors/Checkers/Approvers		
West MO	Catherine Whitehead	2 <sup>nd</sup> July 2021
West S151	Martin Henry	2 <sup>nd</sup> July 2021
Executive Director for Place, Economy and Environment	Stuart Timmiss	2 <sup>nd</sup> July 2021

#### List of Appendices

#### Appendix A – Northampton Town Investment Plan

##### 1. Purpose of Report

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- 1.1. This report highlights the progress made to date on progressing the Northampton Towns Fund programme and the next steps to successfully draw down on the allocated grant of £24.9m from MHCLG.
- 1.2. This report highlights and requests the resources required to develop this complex programme which will include the development of Green Book compliant business cases for each project, in order to access the funding.

## **2. Executive Summary**

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- 2.1 The Towns Fund is part of the Government’s plan for levelling up the UK economy. Towns across England will work with the Government to address growth constraints and to ensure there is a course of recovery from the impact of COVID-19. The overarching aims of the Towns Fund are to drive the sustainable economic regeneration of towns to deliver long term economic and productivity growth.
- 2.2 In September 2019, Northampton was one of the 101 places invited to develop proposals for a Town Deal, as part of the £3.6 billion Towns Fund.
- 2.3 In December 2020, led by Northampton Forward, Northampton submitted a Town Investment Plan to Government setting out 10 project proposals to deliver long-term sustainable economic growth in Northampton.
- 2.4 In March 2021, Northampton was offered a Town Deal of a value of £24.9m with a set of Draft Heads of Terms, which have subsequently been signed, and conditions that need to be met to access the funding.
- 2.5 The 10 projects agreed within the Heads of Terms now need business cases completing and to be approved through a local assurance process as set out in the body of the report. Each business case will then need to come back to Cabinet for final sign off before any funds can be drawn down for the delivery of the projects.

## **3. Recommendations**

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- 3.1 It is recommended that Cabinet:
  - a) Note the Towns Fund grant allocation to West Northamptonshire Council from MHCLG of £24.9m, subject to approval of stage two business cases for each project.
  - b) Approve £110,000 of new WNC funding required to develop the stage two businesses cases for the Towns Fund as set out in points 4.26 – 4.31.
  - c) Note that each project business case will need to come back to Cabinet for consideration approval.

## **4. Reason for Recommendations**

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- The recommendation is being made so the regeneration of Northampton Town Centre can begin with the delivery of the Towns Fund projects.

## **5. Report Background**

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- 5.1 In September 2019, the Government announced the initial 101 places invited to develop Town Deal proposals as part of the £3.6 billion Towns Fund. The purpose of the Towns Fund is to drive the sustainable economic regeneration of towns to deliver long term economic and productivity growth. It focuses around the three streams of urban regeneration, land use planning and infrastructure, and skills and enterprise.
- 5.2 Northampton was included in this initial 101 places and Northampton’s Town Investment Plan was submitted to Government in December 2020. The Northampton Forward Board, which has been in place since early 2019 to oversee the Future High Street Submission has oversaw and led the submission.
- 5.3 Northampton Forward is an informal partnership with the primary role of coordinating and driving forwards the integrate regeneration and growth within Northampton, including Northampton town centre. The board is responsible for establishing a strategy and delivery framework for future development to achieve this vision. The delivery of the regeneration framework shall be carried out by Northampton Forward’s key partners, i.e. West Northamptonshire Council, South East Midlands Local Enterprise Partnership, The University of Northampton, Northampton Town Centre Business Improvement District, Northamptonshire Police, Northamptonshire Chamber of Commerce, Royal and Derngate as well as representatives from the private and community sectors.
- 5.4 The Northampton Forward Board meets the requirements set by Government so also acted as the Town Deal Board for Northampton.
- 5.5 The other main requirement set by Government in order to get a Town Deal was to submit a Town Investment Plan. This must be well-evidenced and set out a clear understanding of the area, focusing on its assets, opportunities and challenges. A Town Investment Plan for Northampton was submitted to Government in December 2020 that set out the project proposals to deliver long-term sustainable economic growth in Northampton.
- 5.6 In March 2021, Northampton was offered a Town Deal to a value of up to £25million with a set of Draft Heads of Terms, which have subsequently been signed, and conditions that need to be met to access the funding.
- 5.7 A breakdown of the agreed projects and their financial profile is detailed below:

Project						Value
<b>Town Centre Public Realm</b> This project will deliver public realm improvements in the town centre, revitalising pedestrianised areas of Northampton’s main shopping street, Abington Street, and improving other key streets to enhance the pedestrian experience.						£5m
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	£100,000	£130,000	-	-	
<b>Capital</b>	-	£200,000	£4,080,630	£100,000	-	
						Page 433

<b>41 – 45 Abington Street</b>						£5.4m
This project will see the transformation of the former M&S site into high quality apartments above new commercial units.						
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	-	£200,000	
<b>Capital</b>	£1,000,000	-	£2,000,000	£1,247,000	£1,047,000	
<b>35 – 39 Abington Street</b>						£4.2m
This project will see the transformation of the former BHS site into high quality apartments above new commercial units.						
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	£200,000	-	-	-	
<b>Capital</b>	-	£2,400,000	£1,620,000	-	-	
<b>Marefair Heritage Gateway</b>						£2m
This project will see the creation of a new heritage park and mixed-use development within the heritage gateway area of the town.						
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	£100,000	-	
<b>Capital</b>	-	-	£1,800,000	£100,000	-	
<b>Four Waterside</b>						£1.5m
This project will see the redevelopment of the Four Waterside site through a mix of residential, office and hotel space.						
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	-	-	
<b>Capital</b>	-	-	-	£1,500,000	-	
<b>24 Guildhall Road Arts Centre</b>						£1.75m
This project will see the transformation of 24 Guildhall Road into a full-use arts centre, creating jobs and footfall in the cultural quarter.						
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	£100,000	-	
<b>Capital</b>	-	-	£1,000,000	£550,000	£100,000	
<b>Extension of 78 Derngate – the Charles Rennie Mackintosh Museum</b>						

This project will enable an extension of the Rennie Mackintosh Museum plus the conversion of part of the site to create a new functional garden for the museum.						£400k
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	-	-	
<b>Capital</b>	-	£200,000	£200,000	-	-	
<b>Emporium Way</b> This project will see Emporium Way connect with the Market Square to the Greyfriars site which will help unlock one of the major opportunity areas within the town centre and address one of the main challenges outlined in the Northampton Town Centre Masterplan (2019) which is severance of the north part of the town centre.						£4.2m
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	£200,000	-	
<b>Capital</b>	-	£2,000,000	£1,103,365	£903,364	-	
<b>St Peters and the Old Black Lion</b> This project will transform the closed and poorly maintained Grade II listed public house into a vibrant community destination.						£315k
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	-	-	-	-	
<b>Capital</b>	-	-	£315,000	-	-	
<b>Skills and Social Enterprise Development Fund</b> This project will be a fund to facilitate and support social enterprises in Northampton						£500k
	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>24/25</b>	
<b>Revenue</b>	-	£200,000	£100,000	£100,000	£100,000	
<b>Capital</b>	-	-	-	-	-	
						<b>£24.9m</b>

5.8 Following the submission of the Town Investment Plan for Northampton, the Northampton Forward Board were later informed that the Future High Street Fund submission that had been made for Northampton had been successful. Northampton will receive £8.44m for the development of the Market Square.

5.9 The funding for each project will be subject to successfully completing phase two of the Towns Fund process. This includes detailed project development and business case assurance at a local level.

5.10 Green book compliant business cases need to be developed for each project in order to allocate government funds. The business cases need to include:

- The evidence of intervention using rigorous analysis of quality data and the application of best practice
- An assessment of value for money. Attention should be given to how different types of projects will be compared and assessed. Typically, this would include the following considerations at a level proportionate to the scale of funding required for the proposal:
  - A clear economic rationale that justifies the use of public funds in addition to how a proposed project is expected to contribute to strategic objectives
  - Clearly defined inputs, activities, outputs, and anticipated outcomes, ensuring that factors such as displacement and deadweight have been considered
  - Benefits that exceed the costs of intervention using appropriate value for money metrics
  - Appropriate consideration of deliverability and risk along with appropriate mitigating action (the costs of which must be clearly understood).

5.11 As part of the next stage of work and ahead of the fully costed business cases for each agreed project, there is a requirement to set out the assurance process for each individual project. There are two routes for Towns Fund project to have business cases approved:

- Using MHCLG financial processes. This will normally be where the project is outside the scope of the intervention framework, it is a novel and unusual investment, or a project has scored amber in its project assessment.
- Using the agreed accountable body's green book-compliant assurance processes. This will be for the majority of the business cases.

5.12 Within the Heads of Terms for Northampton's Town Deal, it was agreed that all of the projects for Northampton will follow the West Northamptonshire's green-book compliant assurance process.

5.13 West Northamptonshire Council is the Accountable Body for the Northampton Town Deal. All of the business cases for the projects will need to be completed in a green book compliant process and will be in the template provided by the Towns Fund team.

5.14 All business cases will go through a three-stage governance process, as detailed below:

**1. Northampton Forward Delivery and Oversight Group**

The role of this group is to oversee the delivery of the programme of projects that are to be funded through the Government's Future High Street and Towns Fund, ensuring the compliance with the assurance process and oversee the appraisal process for each project specific business case.

The group will have a term of reference outlining their roles and responsibilities and will act to endorse recommendations to the main Northampton Forward Board if it feels the business cases should be supported.

**2. Northampton Forward Board**

This Board sits at least monthly and comprises the required attendees to ensure compliance with the Towns Deal Board guidance. The Board oversees the delivery of the Town Deal and will take decisions on funding approvals.

### **3. West Northamptonshire Executive**

Stage two business cases for each project will be brought back to Cabinet for final approval.

- 5.15 It is worth noting that as the Council is following a local assurance framework, the development and review of the business cases will be done in a non-competitive environment as the grant has already been allocated to the Council. Business cases are required to draw down on that funding for each project.
- 5.16 An independent appraisal and prioritisation report will be produced for each project that will be reviewed by the Boards listed above.
- 5.17 Where projects have a Capital allocation in for the current year (2021/22) we will look to establish a streamlined process to allow the funds to be drawn down sooner so that spending profiles can be achieved. This will require an outline business case to be prepared ahead of the main business case for the specific element that is required to be drawn down. There are two projects that this process applies to, with these being 35-39 Abington Street and Emporium Way.
- 5.18 As part of the project Assurance process, the Council will undertake programme-wide level impact assessments, relevant project-level impact assessment and relevant Environmental Impact Assessments in line with the Towns Fund Guidance.
- 5.19 Once the business case has been through the assurance processes, there is a requirement to present the Towns Hub with a summary which provides assurance that the business case approval process has been robust, along with details of the delivery arrangements, including financial commitments (more details on this are included in the next section).
- 5.20 The Town Deal Summary Document will include:
- A list of agreed projects
  - Details of business case assurance process followed for each project
  - An update on actions taken in relation to the Heads of Terms key conditions and requirements
  - A delivery plan (including details of the team, working arrangements and agreements with stakeholders)
  - A monitoring and evaluation plan
  - Confirmation of funding arrangements and financial profiles for each project
  - Confirmation of approval of planning applications
  - Letters of approval from the Town Deal Board and Accountable Body
- 5.21 Once the Council have had confirmation from Government following the submission of the summary document, then delivery of the projects will begin. A simplified programme of the projects is below:

<b>Town Centre Public Realm</b>	
<i>Northampton Forward Sign Off</i>	January 2022
<i>Cabinet Sign Off</i>	February 2022
<i>Submission to Government</i>	March 2022
<i>Delivery</i>	April 2022
<b>35 – 39 &amp; 41 – 45 Abington Street</b>	
<i>Northampton Forward Sign Off</i>	February 2022
<i>Cabinet Sign Off</i>	March 2022
<i>Submission to Government</i>	April 2022
<i>Delivery</i>	June 2022
<b>Marefair Heritage Gateway</b>	
<i>Northampton Forward Sign Off</i>	December 2021
<i>Cabinet Sign Off</i>	January 2022
<i>Submission to Government</i>	February 2022
<i>Delivery</i>	April 2022
<b>Four Waterside</b>	
<i>Northampton Forward Sign Off</i>	August 2021
<i>Cabinet Sign Off</i>	September 2021
<i>Submission to Government</i>	October 2021
<i>Delivery</i>	November 2021
<b>24 Guildhall Road Arts Centre</b>	
<i>Northampton Forward Sign Off</i>	October 2021
<i>Cabinet Sign Off</i>	November 2021
<i>Submission to Government</i>	December 2021
<i>Delivery</i>	April 2022
<b>Extension of 78 Derngate</b>	
<i>Northampton Forward Sign Off</i>	September 2021
<i>Cabinet Sign Off</i>	October 2021
<i>Submission to Government</i>	November 2021
<i>Delivery</i>	January 2021
<b>Emporium Way</b>	
<i>Northampton Forward Sign Off</i>	February 2022
<i>Cabinet Sign Off</i>	March 2022
<i>Submission to Government</i>	April 2022
<i>Delivery</i>	May 2022
<b>St Peters and Old Black Lion</b>	
<i>Northampton Forward Sign Off</i>	September 2021
<i>Cabinet Sign Off</i>	October 2021
<i>Submission to Government</i>	November 2021
<i>Delivery</i>	April 2022
<b>Skills and Social Enterprise Fund</b>	
<i>Northampton Forward Sign Off</i>	September 2021
<i>Cabinet Sign Off</i>	October 2021
<i>Submission to Government</i>	November 2021
<i>Delivery</i>	April 2022

- 5.22 It is worth noting, the above timeline is indicative and subject to change as the work programme progresses and the schemes are developed and refined in more detail.
- 5.23 As part of the programme planning, a review of resourcing has been undertaken to assign officers to each project and identify where there is need for additional resource.
- 5.24 In order to deliver the Towns Fund programme to the required standard and within the timeframe, 3 new officer roles are needed, being Regeneration Programme Manager, Regeneration Programme Officer and a Capital Projects Officer.
- 5.25 The Regeneration Programme Manager role will be fully funded through the Towns Fund revenue contribution, this role will be to oversee the Towns Fund programme. The other two roles will be funded through existing vacant posts and will work on the delivery of the projects.
- 5.26 A budget estimate to undertake the necessary work for the stage 2 business cases has been completed. This work will include the appointment of design teams, cost consultants, soft market testing, public consultation and the development of business cases and an independent appraisal. Based on quotes and estimates it is forecast that this work will cost £443,000, with this figure also includes a 10% contingency.
- 5.27 For the projects to be delivered within the timeframe detailed above, additional resource is required. Current funding committed to the development of the projects is listed below:
- £99,497 - MHCLG Towns Fund capacity funding grant,
  - £200,000 - Towns Fund 2021/22 revenue grant
  - £34,000 - Northampton Waterside Enterprise Zone (Funding Four Waterside business case)
- 5.28 This leaves a figure of £110,000 to fund stage two of the Towns Fund process.
- 5.29 In each stage two business case, there will be detail of the ongoing revenue costs to the Council of each project.
- 5.30 A number of projects also have committed match funding, this is detailed below:

<b>41 – 45 Abington Street</b>
<ul style="list-style-type: none"> <li>• £1million early Town Investment Plan accelerator funding for asbestos clearance</li> <li>• £1.5million West Northamptonshire Council funding to purchase the building (already funded through NBC’s lifetime)</li> <li>• £32m private sector developer investment</li> </ul>
<b>35 – 39 Abington Street</b>
<ul style="list-style-type: none"> <li>• £25m private sector developer investment</li> </ul>
<b>Marefair Heritage Gateway</b>
<ul style="list-style-type: none"> <li>• £32m private developer investment</li> </ul>
<b>Four Waterside</b>

<ul style="list-style-type: none"> <li>• £1.5m from West Northamptonshire Council</li> <li>• £7m from Waterside Enterprise Zone Business Rates Uplift</li> <li>• £65m private developer investment</li> </ul>
<b>24 Guildhall Road Arts Centre</b>
<ul style="list-style-type: none"> <li>• £1.15m Getting Building Fund</li> <li>• £385k West Northamptonshire Council</li> <li>• £25k NN Contemporary</li> </ul>
<b>78 Dergate</b>
<ul style="list-style-type: none"> <li>• £200,000 West Northamptonshire Council</li> <li>• £200,000 donors</li> </ul>
<b>St Peters and Old Black Lion</b>
<ul style="list-style-type: none"> <li>• £1,841,000 National Lottery Heritage Fund</li> <li>• £200,000 West Northamptonshire Development Corporation</li> <li>• £29,000 Church's Conservation Trust</li> <li>• £150,000 West Northamptonshire s106</li> <li>• £55,000 Volunteer Time Capital Works</li> </ul>

5.31 All projects, apart from Four Waterside, have spent their match funding as part of the Towns Fund process. The £1.5 million from West Northamptonshire Council for Four Waterside is not yet spent, this will be detailed in the Four Waterside business case which will come back to Cabinet.

## 6. Issues and Choices

---

6.1 To approve the funding required to develop the stage two business cases for the Towns Fund projects as described in this report.

6.2 To not approve the funding for the next stage. This will mean that there is not the adequate resource to develop the business cases for all projects and the Council wouldn't get awarded the full £24.9 million grant from Government.

## 7. Implications (including financial implications)

---

### 7.1 Resources and Financial

7.2 WNC has been granted £24.9m to deliver the Towns Fund projects.

7.3 Some of the above £24.9m above requires match funding from WNC. The majority of this match funding has either already been spent, or is included in the existing capital programme. The only element of match funding that will require new funding relates to Four Waterside. This scheme was included in the NBC capital development pool but, as West Northants does not use a development pool, it will be subject to a new West Northants capital approval process.

7.4 We now need to undertake stage two of the Towns Fund process in order to draw down on the Government grant of £24.9. To do this, upfront expenditure is required of c. £350k. This will partly be funded through other grants, Enterprise Zone budgets, and existing staffing budgets.

However, of this upfront expenditure, £110,000 is currently unbudgeted and will need to be funded through from the general fund.

7.5 If there is insufficient funding and resource allocated to the next stage of the Towns Fund process, then the Government grant of £24.9 million will not fully be able to be accessed, and project costs will rise due to the Council not being able to undertake proper due diligence.

#### 7.6 **Legal**

- There are no legal implications arising from the proposals.

#### 7.7 **Risk**

7.8 There is no way to reasonably delay or cut activity without significant financial, reputational and political risks. A brief summary of the risks is detailed below:

- Financial risks: if the projects are not delivered within time and deadlines are not met, the Council risks losing external funding and faces increased costs within projects through not being able to undertake appropriate due diligence.
- Reputational risks: if the programme of work is not delivered timely, then it weakens the Council's position to leverage funding from Government. And other external funders in the future. There would also be a reputational hit with the public with many of these schemes already heavily promoted.
- Political risks: as a new authority, the Council are under increased scrutiny from Government and the public and if the projects are not delivered efficiently or efficiently then this can seriously harm the Council's perception to these audiences.

7.9 Each project will have a project board established, with a wide range of representatives from the Council. A project specific risk register will be developed and regularly monitored by the project board.

#### 7.10 **Consultation**

- As part of the development of the Town Centre Masterplan and Town Investment Plan, significant consultation with the public has been undertaken via public exhibitions, online publication of consultation material, online surveys and distribution of leaflets and flyers.
- Each project board reports into the Northampton Forward Board, made up of key stakeholders and partners from across Northampton who led the submission of the Town Investment Plan and continue to oversee the delivery of the projects.
- Further consultation for each project will be undertaken as appropriate.

#### 7.11 **Consideration by Overview and Scrutiny**

- N/A

#### 7.12 **Climate Impact**

- The Council will undertake Environmental Impact Assessments in line with the Towns Fund Guidance and the stage two business cases will look at the climate and environmental impact as part of their development.

### 7.13 **Community Impact**

- The Council will undertake programme-wide level impact assessments, relevant project-level impact assessment and Equality and Impact Assessments when required.
- Significant consultation with the public has taken place, with many of these projects delivering assets which will benefit the community.

## **1. Background Papers**

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- 1.1 Northampton Town Investment Plan
- 1.2 Northampton Town Centre Masterplan

Northampton  
**Town Investment Plan**

**Discover  
our town's  
potential**

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### Appendices

(Please see attached documents)

- Appendix 1: Letters of Support
- Appendix 2: Proforma Section 2 Project Summaries
- Appendix 3: COVID 19 Impact Report
- Appendix 4: Evidence of Need Report
- Appendix 5: Stakeholder Engagement Plan



## Foreword

The Northampton Forward Board are delighted to submit our Town Investment Plan. The plan will rejuvenate the town, strengthen its position as a thriving centre for our residents, visitors, and businesses, to crucially serve Northamptonshire as an integral hub of the wider Oxford-Cambridge Arc.

Our Board is made up of local businesses, education providers, community groups and local government, which has carefully guided the development of our Town Investment Plan. Working with businesses and the local community, we have identified a programme of transformational investment that builds on the successes of our recent town projects and complements our wider priorities in the key development area of West Northamptonshire and the Arc.

2020 has been a year of considerable challenge and the social and economic landscape remains uncertain. Northampton faces specific challenges relating to the vibrancy of our town centre, inequality within our communities, and the need to significantly improve the conditions for all our businesses – both large and small. There is a Business skills gap currently restraining growth and an urgent need to attract further entrepreneurship into our town to make it an attractive place to live, work and invest.

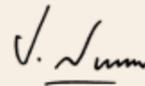
However, there are many opportunities for growth in Northampton. The historically important town benefits from excellent connections to the whole of the country, has a rich history of enterprise that is maintained to this day, and is home to a number of major employers. The town has a proud and prestigious history in the manufacture of footwear and is home to several world renowned modern shoe brands.

From Market Square to the Cultural Quarter, our town is also home to unique cultural and heritage assets that we believe can help to re-establish it as a major destination. The town has proven its ability to deliver with major complimentary investments already taking place including the Northampton Museum and Art Gallery, The Vulcan Works, and Northampton Station projects.

Our Town Investment Plan will accelerate the delivery our 2030 Vision to ensure Northampton meets its full potential as a thriving, innovative and attractive business destination at the centre of the Oxford Cambridge Arc. We firmly believe that our plan provides the value proposition that will transform the town and deliver a roadmap for future investment and growth.

As a board, we are very proud to have collectively delivered this exciting Town Investment plan, which is ambitious and bold. With the necessary support from government, we believe that we will be able to deliver our core objectives for the town and secure a brilliant future for Northampton.

### The Northampton Forward Board



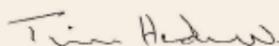
**Cllr Jonathan Nunn, Chair**  
Northampton Borough Council



**Martin Mason, Vice Chair**  
Trickers



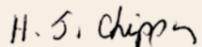
**Andrew Lower, MBE MP**  
Member of Parliament for  
Northampton South



**Tim Hadland**  
Northampton Borough Council



**Brendan Bruder**  
Northampton Business  
Improvement District



**Hilary Chipping**  
South East Midlands Local  
Enterprise Partnership



**Mick Stamper**  
Northamptonshire Police



**Matt Golby**  
Northamptonshire  
County Council



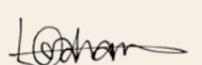
**Jo Gordon**  
Royal and Derngate



**Jane Bunce**  
University of Northampton



**James Roberts**  
Grosvenor Shopping  
Centre



**Laura Graham**  
LiftNN

## Statement from Leaders of the West Northamptonshire Councils

As leaders of the four councils coming together to form the new West Northamptonshire Council area, we are all fully behind the vision set out in the Northampton Town Investment Plan.

As the largest economic centre within the county of Northamptonshire, Northampton plays an important strategic role in the wider Oxford-Cambridge Arc area.

Amongst our ambitions for the new West Northamptonshire council, is the importance that we feel must be placed on Regeneration and Place-making, and so our pursuing the developments set out within the following plan will help us ensure that Northampton realises its full potential to the benefit of the wider area.

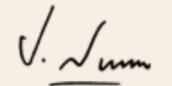
Like many large town and city centres across the country, Northampton has seen the impact of shifting consumer behaviour which has been enormously accelerated by Covid-19, but these plans embrace the town's heritage, including historic buildings and cultural assets, as key parts of its offer, making it fit for the next phase of its life.

Our support for these proposals and plans will assist in the recovery process, and aid a speedy evolution to a town that addresses and meets changed, modern needs, providing future economic opportunities through the delivery of modern workspaces, and transforming public areas to those which residents can be proud of.

All of the projects included within the Northampton Town Investment Plan are vital pieces of the jigsaw of activity needed to revitalise the town, and to ensure that it not only recovers, but thrives.



**Cllr Ian McCord**  
Leader South  
Northamptonshire Council,  
Leader West Northants  
Shadow Authority



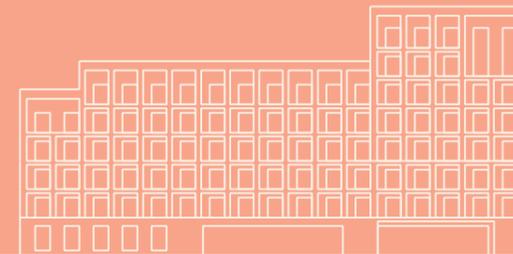
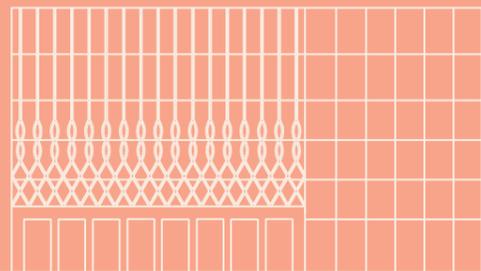
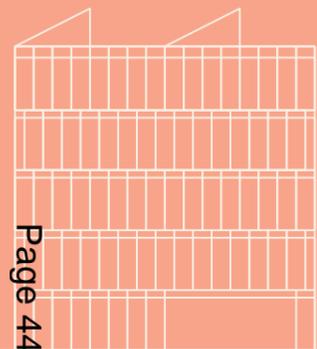
**Cllr Jonathan Nunn**  
Leader Northampton Borough  
Council, Deputy Leader West  
Northants Shadow Authority



**Cllr Richard Auger**  
Leader Daventry District  
Council, Executive Member  
West Northants Shadow  
Authority



**Cllr Matthew Golby**  
Leader of Northamptonshire  
County Council, Executive  
Member West Northants  
Shadow Authority



# Executive Summary

The Northampton Town Investment Plan (TIP) sets out our ambitious plan to deliver:

- **15,600 sqm** of new and refurbished commercial floorspace (including shared workspace)
- **24,900 sqm** of new public spaces
- **2,300 sqm** of new or expanded cultural and heritage venues, including new space for skills facilities
- Remediation and enabling works for key sites in the town centre to enable new public spaces, new mixed-use urban quarters, and commercial facilities.

Successful delivery of these outputs and the wider impacts associated with the TIP investments will help us achieve our 10-year vision to:

Our vision is supported by:

- Four cross-cutting Investment Principles to ensure that the TIP investments directly address the needs of our businesses and communities and that the future growth of the town will contribute to national social and economic priorities.
- Ten Strategic Objectives link the town’s opportunities and challenges to tangible measures of success.

Northampton’s Town Investment Plan has been designed from the ground-up. Drawing on the Towns Fund Guidance, our Vision builds on our existing priorities. It reflects the latest evidence on the key issues and objectives facing Northampton, including the social and economic implications of Covid-19.

In developing the Vision and supporting Investment Principles and Strategic Objectives, we have also consulted local communities and stakeholders to ensure that the TIP genuinely reflects local priorities.

Our 10 Year Vision	
<p><b>Strengthen</b> – Northampton’s position at the centre of the Oxford-Cambridge Arc by providing modern spaces for creative businesses to capitalise on the town’s manufacturing and entrepreneurial passion.</p>	<p><b>Build</b> – on our rich heritage and cultural offers to rejuvenate the town centre so it once again represents the aspirations of its residents.</p>
<p><b>Create</b> – high-quality housing, digital infrastructure and open spaces that will enable our communities to grow and flourish to meet economic, health and wellbeing and environmental challenges.</p>	<p><b>Improve</b> – access to skills and training while promoting first-rate higher and further education opportunities.</p>

Cross Cutting Principles of Investment	
<p><b>1. A vibrant heart to the town centre</b> A rejuvenated town centre that better serves our communities and businesses</p> 	<p><b>2. Building on our outstanding cultural and heritage assets</b> Celebrating Northampton’s heritage and culture to create a town that reflects its proud history and modern aspirations</p> 
<p><b>3. Inclusive Economic Growth</b> Prioritising investment to meet the needs of our diverse and multicultural communities</p> 	<p><b>4. Enhancing the town’s green spaces and adopting low carbon principles</b> Celebrating the town’s natural environment and ensuring sustainability and the low carbon agenda is central to all investment</p> 
 <p><b>TIP Strategic Objectives:</b></p>	
<p><b>Objective.1</b> To drive the regeneration of Northampton’s town centre and improve residents and visitors experience, bolstering daytime activity and encouraging increased footfall and spend.</p>	<p><b>Objective.2</b> To instil pride and a strong sense of identity and belonging to create a cohesive and welcoming community where residents feel connected, involved and empowered.</p>
<p><b>Objective.3</b> Transform the heart of the town by investing in high-quality and attractive public realm that reflects the ambition and pride of Northampton.</p>	<p><b>Objective.4</b> To provide a distinctive town centre experience by investing in cultural and leisure uses.</p>
<p><b>Objective.5</b> To re-energise and breathe new life into heritage assets and redundant buildings.</p>	<p><b>Objective.6</b> To invest in flexible commercial space to encourage businesses back into the town centre and ensure that Northampton is a compelling business environment.</p>
<p><b>Objective.7</b> To drive resilience and growth by supporting a diverse business base and providing improved access to skills and quality jobs.</p>	<p><b>Objective.8</b> To adopt an approach which reflects the aspirations of the community to deliver well-designed and functional spaces to help tackle crime, fear of crime and anti-social behaviour.</p>
<p><b>Objective.9</b> To address deprivation and inequalities by investing in and supporting assets within the town centre to improve the vitality, health and wellbeing of the local community.</p>	<p><b>Objective.10</b> To ensure the principle of clean growth is at the heart of everything we do.</p>

**Developing our Vision**

**Underpinned by Town Investment Plan Guidance**

**Community Consultation**  
 Grass roots project development  
 Community insight and priorities

**Investment Themes**  
 Urban Regeneration, Connectivity and Skills / Enterprise  
 Recovery from COVID-19  
 Green Recovery



**Strategic Documents and Planning Consultations**

- Northampton Local Plan Part 2 June 2020
- Northampton Town Centre Masterplan Sept 2019 – based on over 600 consultation responses

**September 2020 Online Public Consultations**

- Feedback on initial project longlist
- Feedback sought on the issues and opportunities for the town centre
- 1,495 consultation responses

**Workshop Consultations**

- Four Workshops covering: Urban Regeneration, Business, Enterprise and skills, Deprivation and Inequality
- 150 invited to participate
- 27 attendees

**#My Town Analysis**

- Feedback on the needs and opportunities in the town
- Feedback on initial project ideas
- 160 responses



**Our Shared Vision for Northampton**

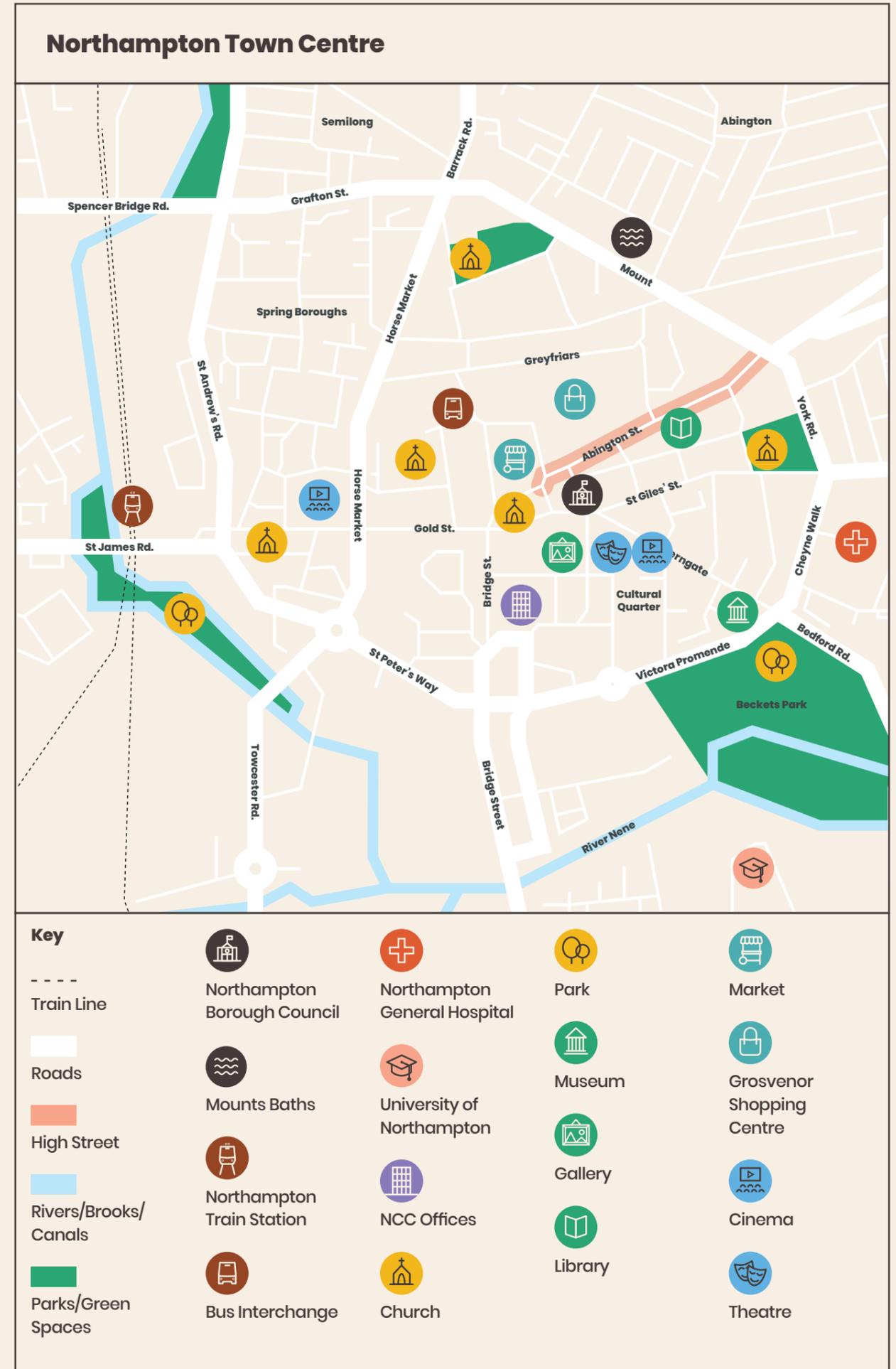
Cross Cutting Principles of Investment

Strategic Objectives

# Investment Programme

To deliver our 10 Year Vision, we are seeking £37.2 million from the Towns Fund for the following 12 projects. This will unlock a further £170 million in match funding and dependent private sector investment:

- Town Centre Public Realm
- 41-45 Abington Street
- 35-39 Abington Street
- Marefair Heritage Gateway
- Four Waterside
- 24 Guildhall Road Arts Centre
- Extension of 78 Derngate – The Charles Rennie Mackintosh Museum
- Emporium Way
- St Peter’s and the Old Black Lion
- Skills and Social Enterprise Development Fund
- Market Square
- Waterloo House



# 2

## Context and Analysis

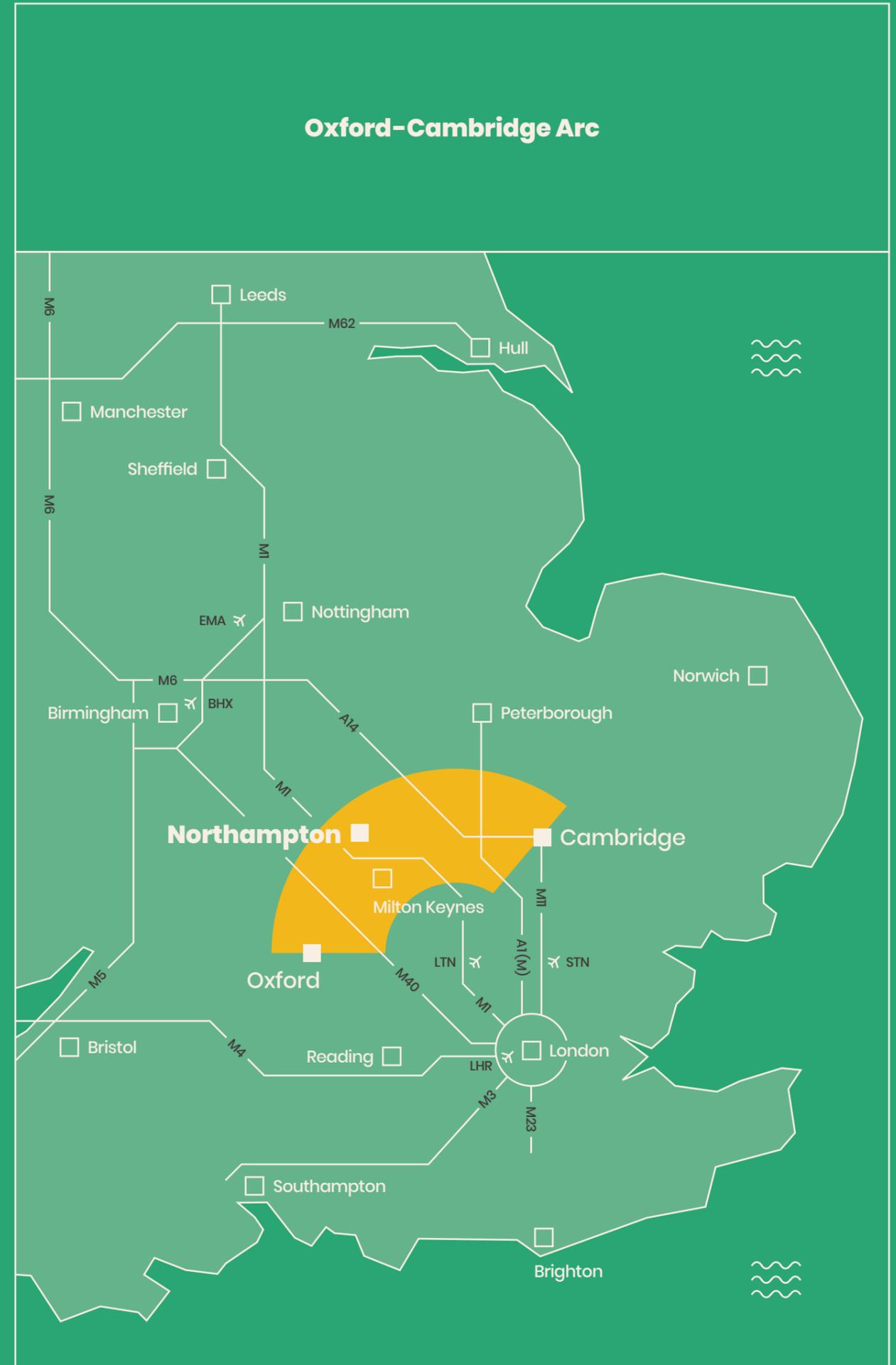


# Introducing Northampton

With a proud history of manufacturing and craft, focused on leather and shoemaking, Northampton is now the largest town in England. With a population of 225,100 (in 2018) it is also the largest area shortlisted for the Towns Fund.

Northampton is the county town of Northamptonshire, located in the East Midlands. Strategically located midway between London and Birmingham, it has significant potential to drive the growth of the wider region.

<p><b>Transport Links</b> Northampton benefits from exceptional transport connectivity: The M1 connects Northampton with London and the North. The West Coast Main Line (WCML) provides direct rail services to London Euston, Birmingham and Crewe and HS2 will provide an opportunity to improve WCML services to Northampton. Northampton is located 34 miles from Luton airport and 39 miles from Birmingham International airport.</p>	<p><b>Oxford-Cambridge Arc</b> Northampton is situated centrally in the globally significant Oxford-Cambridge Arc, a strategic focus of investment for both government and the private sector. In partnership with national government, the Arc can double its economic output by 2050 to over £200bn. This Town Investment Plan will ensure that Northampton can maximise its potential contribution to the Arc.</p>
<p><b>The Town is home to exceptional anchor institutions</b> The University of Northampton and St Andrew's Hospital are major employers and anchor institutions. The University's new £330 million Waterside Campus provides a new engineering building, creative hub and student accommodation in the centre of Northampton. Northampton College is one of the largest Further Education (FE) colleges in the South Midlands, with two campuses in the town. Moulton FE College is also located to the north of Northampton.</p>	<p><b>Employers</b> Northampton is home to the headquarters of a range of large employers such as Barclaycard, Carlsberg, Avon, Cosworth, Travis Perkins, and several members of the Midlands Aerospace Alliance.</p>
<p><b>High Performance Engineering and Advanced Manufacturing</b> Northampton is recognised by the South East Midlands Local Enterprise Partnership (SEMLEP) as one of the key economic contributors to the region, pursuing high-growth strategies in the automotive sector, high-performance engineering, logistics and advanced manufacturing.</p>	<p><b>Northampton Waterside Enterprise Zone</b> Many of our larger employers are located at the 120-hectare Northampton Waterside Enterprise Zone. The potential to retain and reinvest business rates associated with the Enterprise Zone over the next 18 years provides a significant opportunity to support further expansion to meet the needs of Northampton's current and future businesses.</p>
<p><b>Enterprise Parks</b> There are prospering industrial and enterprise parks surrounding the town, including the Brackmills and Moulton Park industrial estates. These attract employment across a variety of sectors, including construction, logistics, wholesale and professional services.</p>	<p><b>Natural Environment</b> The town is situated on the River Nene and surrounded by the Northampton countryside. Northampton has a network of prestigious and award winning parks including Abington Park, Becketts Park, Hunsbury Hill, the Racecourse, Upton Country Park and the Wetland Special Protection Area, all within walking distance of the town centre.</p>
<p><b>Heritage and Cultural Assets</b> Northampton is a market town established in the Middle Ages with the construction of Northampton Castle. The town's Market Square is one of Britain's largest and most historic, dating back to 1235, and the area is surrounded by architecturally significant buildings linked to past industry. Historically, Northampton has been as a major centre of shoemaking and leather manufacturing. Since WWI this has dramatically shifted, although the town still boasts a large cluster of the finest shoe manufacturers in the world.</p>	<p><b>Food and Drink</b> Food and drink sellers, independent retail and innovative social enterprise are the foundation of the Town Centre economy with a focus on the Grosvenor Centre, St Giles' Street, Wellingborough Road and the area surrounding the Market Square.</p>



## Northampton's Evolution

<p>1.</p> 	<p>3.</p> 	<p>5.</p> 
<p><b>A potted history of manufacturing</b> By the end of the 18<sup>th</sup> century, Northampton had become a major centre of footwear and leather manufacturing. It has been reported that by the early 1800's a third of all the town's male workers were shoemakers.</p>	<p><b>Industrialisation drives expansion</b> By 1900, industry grew rapidly, and the emergence of factories spilt outside the original town walls increasing Northampton's footprint. This physical growth coincided with a large population increase and the delivery of council housing that was built largely to the east, north and south of the town. This includes Abington, Far Cotton, Kingsley, Kingsthorpe and Dallington – areas which were incorporated within the borough's boundaries in 1901.</p>	<p><b>Designation as a New Town and arrival of the M1</b> These events were fundamental to the evolution of Northampton as a town.</p>
<p>2.</p> 		<p>6.</p> 
<p><b>Connectivity spurring trade</b> The River Nene was navigable from King's Lynn to Northampton in 1762 through the investment of Nene Navigation Company, allowing cheap transportation of coal and other goods to the town. However, by 1815, the Grand Union Canal reached the town, joining the River Nene, giving the town a direct link to the Midlands coalfields, Birmingham, Manchester and London.</p>	<p>4.</p>  <p><b>Decline in the shoe industry</b> In the 1920s and 30s Northampton's specialisation in shoe manufacturing is threatened as the global industry falls into decline after WWI.</p>	<p><b>Business Innovation</b> Today Northampton is home to high-value businesses operating in advanced manufacturing and high-performance engineering. SEMLEP identify Northampton as a cluster of businesses and assets associated with 'future of mobility' and 'clean growth industries', within a wider network spanning the Oxford-Cambridge Arc.</p>

## Issues and Opportunities for Northampton

Alongside the town's considerable strengths, there are a number of challenges constraining growth and limiting the town's contribution to the wider region. Addressing these will provide considerable opportunities for Northampton and the key issues are considered in turn<sup>1</sup>.

The Town Investment Plan has been prepared in the context of the global pandemic. This has accelerated trends in our town centres and high streets across the country, however there is evidence to suggest that Northampton has been one of the hardest hit parts of the county. In addition to the closure of further high profile retailers, Northampton has seen some of the highest increases in unemployment and the proportion of the workforce furloughed. These issues are considered in greater detail below. They reinforce the need to redefine the role of our town centre and create the high quality employment opportunities more resilient to external shocks and support long-term sustainable growth of Northampton.

1. Evidence of the key challenges and opportunities is primarily taken from: Northampton Evidence of Need Report (Hatch, August 2020) and Impact of Covid-19 on Northampton (Hatch, November 2020). Both are provided as appendices to this report.



# Issues and Opportunities for Northampton

## Challenge 1: Creating a Vibrant and Welcoming Town Centre

Northampton town centre is in decline. It is failing to meet the needs of residents and businesses and is not keeping pace with other regional town centres and retail destinations, including Milton Keynes and Rushden Lakes. Vacancy rates in the primary shopping area are 15%, and the town has seen a year-on-year decline in footfall of 14%. The loss of major national retailers has left large vacant premises that have no viable alternative uses creating large disjointed and inactive areas.

The importance of high quality amenities to high-value employers, particularly professional services firms, is well established. The weakness of the town centre is a major barrier to Northampton re-establishing itself as a regionally significant business hub within the Oxford-Cambridge Arc.

The decline of the town centre is also one of the primary concerns of our residents, evidenced through our community consultation. A high proportion of respondents within 20 minutes-walk of the town visited the town less than once a month (34%) and many described the town centre as ‘scruffy’ with vacant units, and high levels of crime and homelessness. The lack of a quality retail offer and town centre attractions, plus competition from other areas are the key reasons why residents are not making better use of their town.

However, residents recognised the potential for Northampton to re-establish itself by building on its rich history, beautiful architecture and artisan culture. Northampton can be a real destination within the region, building on a good night-time economy offer and creating events spaces within the public realm. Residents feel Northampton can become a modern thriving market town.

Covid-19 has accelerated many of the long-term negative trends affecting high streets across the UK, including Northampton. The need to strengthen and diversify the town centre is more important than ever.

“Showcase Northampton’s culture and heritage to attract people to come to the town. Looking to nearby towns and cities like Stratford, Warwick, Leicester and Oxford – move away from mainstream shops and parks to places people want to visit for culture, leisure and novelty. Northampton has a lot to offer – shoe history, heritage sites and country homes, all currently in my opinion, poorly showcased. It would be wonderful to see Northampton vibrant with people enjoying the town and put it on the tourist map. Money will naturally follow for improvements elsewhere.”<sup>2</sup>

According to the Office for National Statistics in May 2020 Northampton was ranked 3rd highest nationally for total received government support (Job retention scheme, self-employment scheme and claimant count). On claimant count alone Northampton had the second largest increase in claimant count between March and April 2020, according to Office of National Statistics.

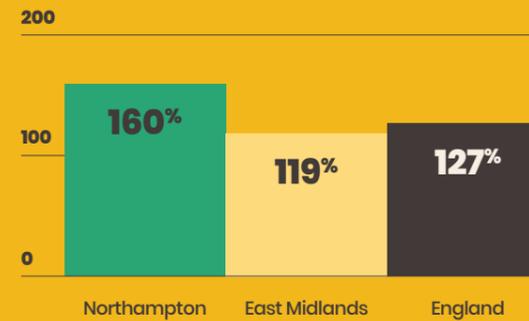
Between January and September Northampton experienced a 160% increase in claimant count, compared to 119% in the East Midlands and 127% across England. By August 2020, 63% of eligible businesses have taken up the self-employment support scheme, compared to 59% in East Midlands and 60% across the UK.

However, there are also a number of recent trends that may present opportunities for longer-term investment in the town including:

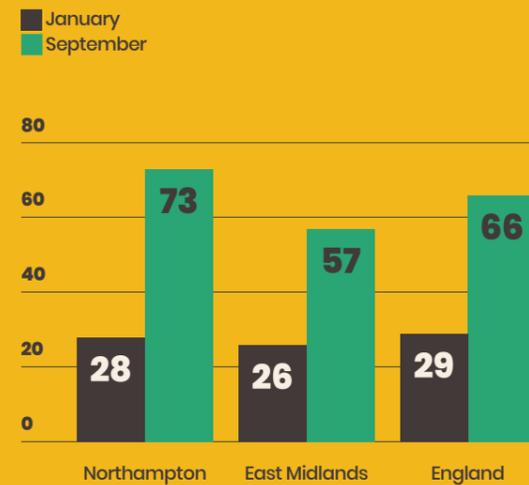
- A shift to local spend - greater local spend from people within the town and suburban areas
- A reduction in out-commuting, creating the potential to retain skills in the local labour market and generate new uses in the town centre.

# Northampton’s town centre is failing to meet the needs of our residents and businesses and is a major barrier to the sustainable growth of the town

% Change in claimant count January – September 2020



Claimant Count per 1,000 working age residents, January 2020 and September 2020



Northampton town centre and its surrounding areas are not effectively serving the town. Retail and visitor trade is being lost to other areas and the town is not currently providing the range of amenities attractive to business. We will build on the investments completed to date to create a town that meets the needs of our residents and businesses. Key intervention areas will include:

- Enabling the redevelopment and reactivation of key sites that remain vacant and have no alternative viable use. These will become vibrant new commercial and residential hubs that support the heart of the town centre.
- Enhancing the town’s cultural offer through targeted investments in the cultural quarter. Supporting the growth of our important community and cultural assets to encourage residents and visitors back into the town
- Significantly enhancing the town’s public realm to improve accessibility, connectivity and create new public spaces.

# Northampton currently performs exceptionally well in terms of business start-ups, but struggles to scale up firms and secure business survival

# 1,800

New businesses started in Northampton in 2019.

Recent and ongoing investments at the University and Further Education colleges will help bolster the entrepreneurial potential of Northampton and improve the work readiness of our residents. Recent investments such as the Vulcan Works SME HUB will help to nurture creative businesses through affordable and flexible workspace and create hubs where entrepreneurs can share ideas, identify mutually beneficial opportunities, and collaborate.

The TIP will support inclusive economic growth through investment in the Cultural Quarter – expanding the provision of accessible workspace and skills support for new cultural businesses – and creating new modern and flexible workspace at Waterloo House and within the Waterside Enterprise Zone. We will also work closely with partners, including SEMLEP’s Growth Hub to ensure that businesses receive the necessary ongoing support for growth.

New mixed-use communities, enabled by TIP investment, will provide co-working space accessible to entrepreneurs and new businesses, as well as those adapting to post-Covid-19 working practices. Investment in skills development and social enterprise will also ensure that our entrepreneurs are better equipped to build successful and thriving enterprises.

## Challenge 2: Providing the Conditions for Business to Flourish

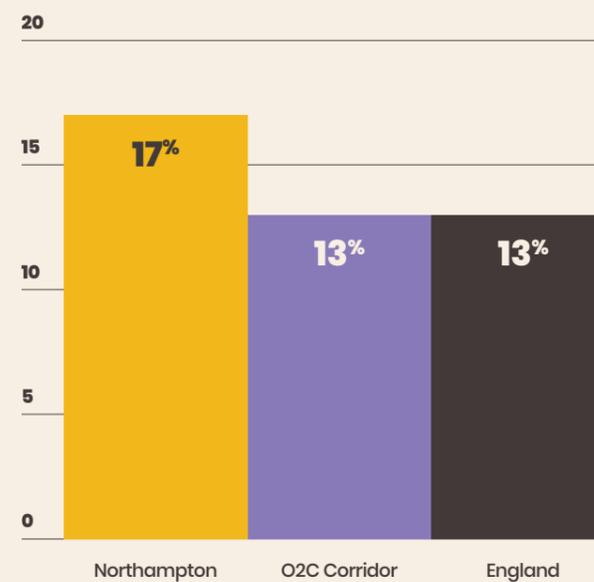
### A critical mass of business starts

Last year there were 1,800 new businesses formed in Northampton<sup>3</sup>. This is a significant opportunity, with start-ups generating employment opportunities in the town and contributing to economic dynamism through innovation and competition.

### Exceptional start up performance

As shown in the graph below, Northampton excels in generating start-up businesses, compared to the wider Oxford to Cambridge Arc.

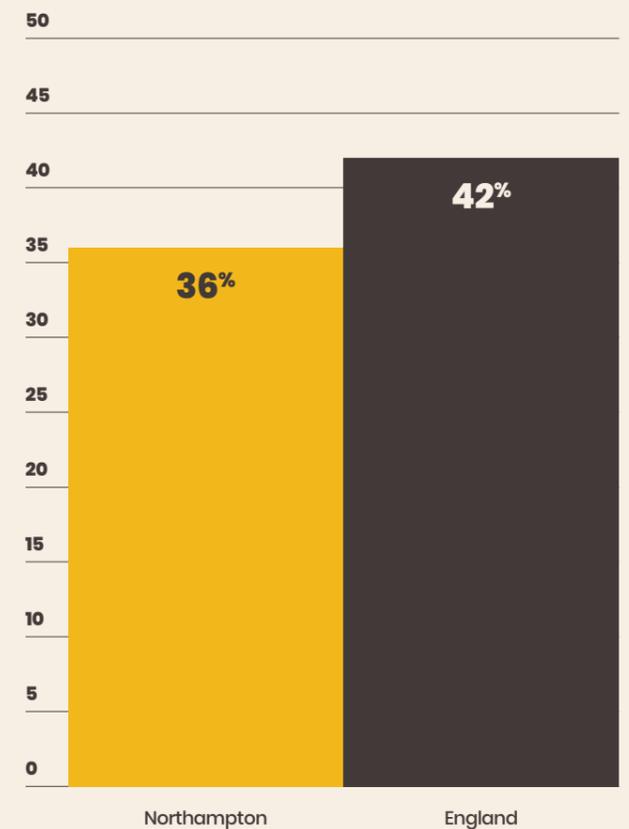
Business Start Ups, as a Active Businesses (%)



### Northampton is struggling to nurture this start up activity

However, as indicated by the 5-year survival rate, the start-up rate is not translating into long-term survival. This represents a significant loss of entrepreneurial and economic capacity for the town.

5-Year Survival Rate (%)



### Under-representation of high growth companies

Northampton is home to many innovative and successful businesses. However, in 2020 there were no formally designated scale-up (high growth) companies located in Northampton<sup>4</sup>. These rapidly growing firms, in terms of jobs and turnover, accelerate local economic growth and are estimated to account for 20% of national economic growth<sup>5</sup>. There are a range of factors that create the conditions to attract and nurture scale-up businesses including:

- High quality amenity offer
- The provision of high-quality workspace
- Excellent transport and digital connectivity
- Access to skills
- Access to finance

There is a clear alignment between the requirements of scale-up businesses and the priorities of our TIP.

3. ONS, Business Demography, 2019

4. Scale Up Institute, 2020

5. Octopus Investments (2015). "High Growth Small Business Report 2015. How Britain's Fastest Growing Smaller Companies Can be a Force for Regional Revival." <http://www.scaleupinstitute.org.uk/wp-content/uploads/2016/05/HGSB-report-2015.pdf>

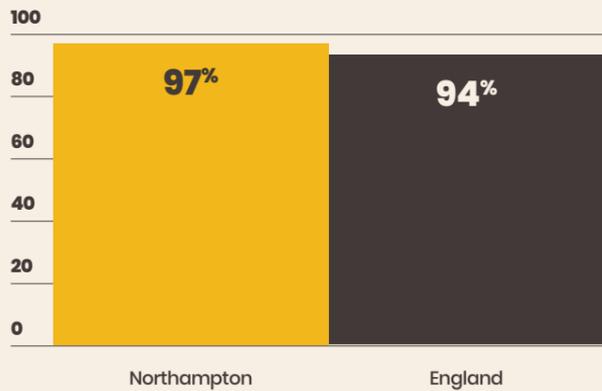
**Challenge 3: Securing High Quality Workspaces Suitable for post Covid-19 Employment**

**Low levels of high-grade office stock**

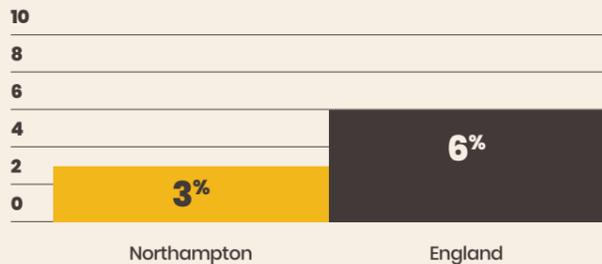
As illustrated in the graphs below, Northampton is characterised by an aging and poorly provisioned office stock, with only 3% categorised as high-quality (A-B) – half the national rate of 6%. This is also true for town centre accommodation, where Centre for Cities categorises 11% of office stock as high quality, compared to 25% nationally.



**C Grade Stock (%)**



**A-B Grade Stock (%)**



**Poor range of employment spaces**

Office accommodation accounts for approximately a quarter of all employment floorspace in the town. This shortfall, when compared to nearby towns such as Milton Keynes, will reduce the town’s perception as an employment destination and will limit the town’s flexibility and resilience as office-based employment adapts to the legacy of Covid-19.

This translates into trailing office rental values. Office rental values in Northampton are significantly lower than the national average – only £11 per square foot in 2019 compared to the national average of £27.

**Despite low values office vacancy remains stubbornly high**

Whilst vacancies have declined over the past decade, office vacancy rates in the town centre remain 20% higher than the national average (at 5.6% compared to 4.6% across England), suggesting that the available floorspace is not meeting the demands of modern employers.

**Vicious Cycle preventing Regeneration**

The lower quality stock leads to lower rents, in turn discouraging speculative development by the private sector and limiting investment in office accommodation. However, there is evidence of latent demand for space – research by Lambert Smith Hampton finds that letting transactions in Northampton have plateaued in recent years primarily because of the lack of Grade A office space, not due to a lack of interest from businesses. The inability to coordinate high quality investment in office accommodation in the town underpins one of the primary market failures constraining economic growth of the town.

**Future of Office Employment**

The legacy of Covid-19 is not certain, but it is clear that there will be a permanent impact on ways of working. Northampton provides an affordable location well connected to London and Birmingham. A transition to a hub and spoke model of office accommodation will increase demand, if met by high quality and flexible accommodation that can meet a range of modern business needs.

**Amenity Offer**

In addition to the quality and availability of office space, the strongest performing firms will locate in places that are accessible and attractive to their workforce. This is particularly important for professional services, with employers prioritising places that provide high quality amenities. While Northampton benefits from strong connectivity, the current amenity offer – particularly within the town centre – will further disincentivise investment and reduce the town’s competitiveness over time.

**A lack of high-quality office stock and town centre vibrancy means rental values remain low**

Existing investments within the Waterside Enterprise Zone are improving the overall quality of commercial accommodation available in Northampton. The TIP will help accelerate this delivery by supporting the development of Four Waterside.

Investment in Northampton’s public realm will improve perceptions of the town as a place to invest and work. Enabling of new mixed-use developments within the town centre will strengthen the urban core – improving its attractiveness for businesses and their employees. The resulting developments will incorporate their own commercial spaces and provide affordable accommodation for Northampton’s future workforce.

Building on existing investment in the Cultural Quarter, we will also improve the availability of high quality and affordable accommodation available to sole-traders, micro and small businesses. Waterloo House will provide much needed commercial space in the town centre.

# The under-supply of housing is contributing to local deprivation that is stifling the town's growth aspirations

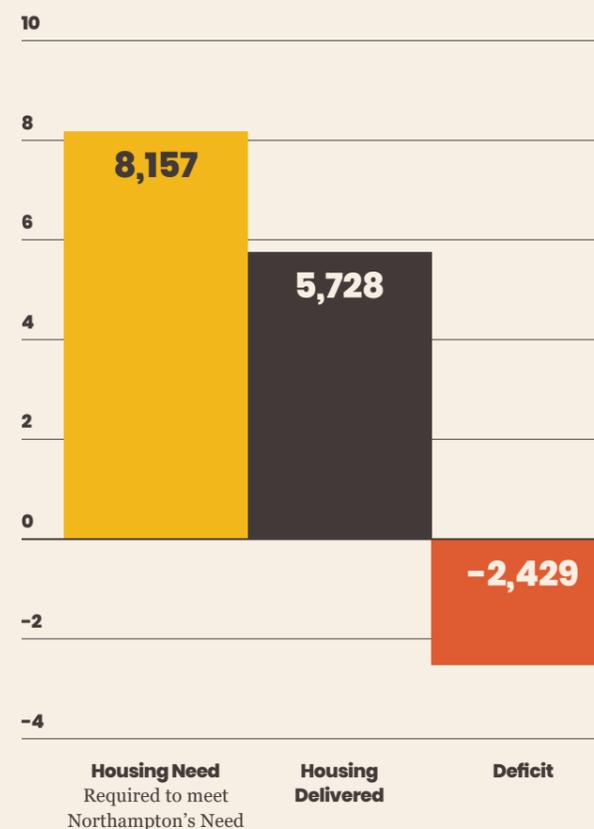
The departure of large retailers has accelerated the decline of the town centre and is contributing to crime, antisocial behaviour, and affects the attractiveness of the town as a place to visit and do business. Enabling investment in Northampton's strategic sites will support Northampton's housing need, transform the town centre, support retail, and food and beverage businesses, and encourage further investment in the town.

By ensuring that these developments accommodate a mix of uses, they will directly contribute to the community, create amenity and improve the commercial outlook.

## Challenge 4: Supporting Our Growth by Delivering Housing

Northampton is currently not delivering the amount and quality of housing it needs. According to the latest Land Supply Assessment for Northampton (2019), the town is not delivering the housing it needs to sustain its growing population. Over the past eight years, the town has delivered around 5,700 homes – 2,400 short of what the town requires.

### Northampton Housing Delivery against Need (2011-2019)



Housing need is a challenge that is set to increase. The annual housing requirement is significantly higher than what has been delivered in recent years. Key barriers to the delivery of strategic sites have been identified as site readiness and viability.

The Council, in partnership with Daventry and South Northamptonshire, has plans for an urban extension and is in the process of investing in enabling infrastructure, such as the Northampton North West Relief Road. However, strategic sites in central Northampton also provide opportunities to meet this need and create a diverse array of housing.

The importance of housing is clearly recognised by Northampton's communities and is reflected in the consultation responses that called for investment in a range of housing types and densities including affordable family accommodation.

**“All of the above (projects) rely on footfall, so an increased mix of quality affordable residential accommodation will make a real difference. For every £1 spent locally in a small business, 60p stays in the community, so the more we can do to encourage this change, the more small businesses will feel encouraged to come back and trade in the town, making Northampton a “market” town to be proud of.”<sup>6</sup>**

The link between new residential-led developments in the town centre and the economic sustainability of Northampton is also well understood. Enabling the development of strategic sites in the town centre will strengthen the retail core, and reinvigorate key locations in the town centre. By re-introducing walking connections and active frontages on major thoroughfares, it will also help reduced perceived and actual crime and antisocial behaviour.

6. Northampton Borough Council Towns Fund Consultation Research Findings, Turquoise Thinking (October 2020)

**Challenge 5:  
Creating a Town Centre that  
Benefits all of our Communities**

Several neighbourhoods within and close to the town centre have relatively high levels of deprivation<sup>7</sup>

There are also other deprived areas notably to the north of New Dunston in the west and around Riverside in the east. While there are many factors influencing deprivation, supporting a diverse and growing employment base will help improve opportunities for all of our residents.

**Unemployment is a key challenge across Northampton**

Despite the high number of jobs and major employers located in Northampton, around 5% of the working age population are unemployed. This is higher than both the regional average (3.8%) and national average (4.0%). Northampton has been particularly badly hit by Covid-19, with the claimant count increasing by 160% between January and September 2020, compared to 127% nationally.

Northampton has also seen a higher proportion of its workforce furloughed compared to other areas (258 employees per 1,000 working age residents in August, compared to 230 across England).

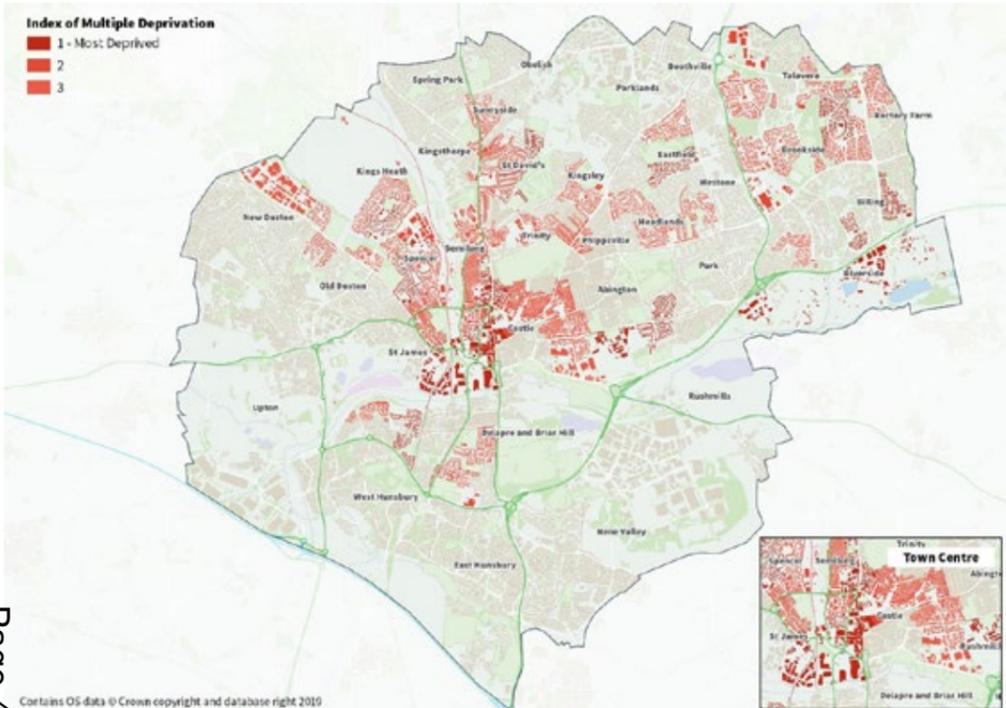
**Northampton Areas of Significant Deprivation (Top 30% Nationally).<sup>8</sup>**

Limited access to housing is a key driver of local deprivation  
Housing and services, alongside crime, is a particular challenge for Northampton, where two-thirds of neighbourhoods are ranked as being among the most deprived nationally.

**There is an opportunity to make the town centre more inclusive for all communities**  
The online consultation held in September 2020 found that residents wanted the town centre to be open to everyone. Those that live more than 20 minutes away from Northampton town centre put a large importance on walking and cycling routes, signposting and wayfinding in order to boost the number of town centre visitors.

There was also an identified need to deliver a greater diversity of uses for all residents (including the young and elderly), placing importance on the provision of community centres, activities and community spaces. There is an opportunity to champion these uses in the delivery of new residential neighbourhoods and ensure developments are connected to the wider urban fabric through sustainable travel methods.

7. Classified as being in the top 10% most deprived nationally, based on the ONS Index of Multiple Deprivation, 2019  
8. Source: ONS, 2019. Reproduced by Hatch. The shading covers all buildings within each Lower Super Output Area – including non-residential buildings.

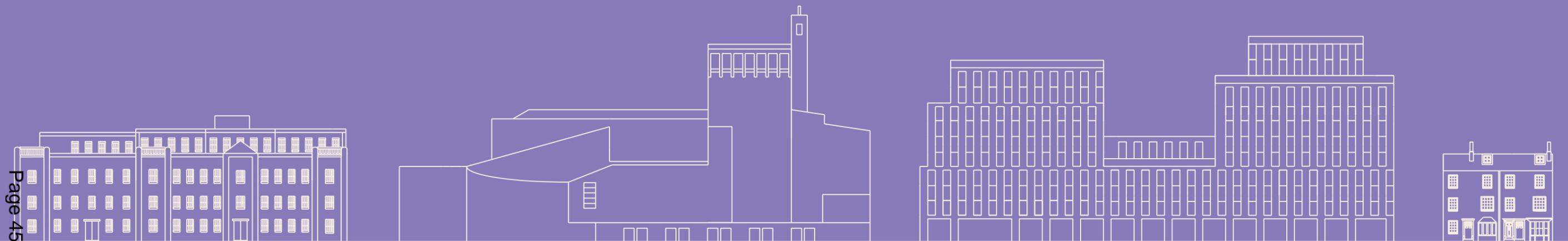


# There is an opportunity for the town centre to improve the lives of all communities across Northampton

Number and Percentage of Neighbourhoods in top 20% most deprived nationally		“The town needs to be a place for everyone, including the young and elderly. There therefore needs to be provision for both in the form of youth centres / activities / community spaces”  In developing our Transport Strategy for Northampton we will complement the TIP and wider investments and improve connectivity and accessibility across the town. The TIP will also make a direct contribution to these challenges through the public realm investments which will improve accessibility and connectivity across the town centre and surrounding areas. Investment in co-working and flexible workspaces, as well as commercial space more generally, will expand the opportunities available to our residents. We will directly support community inclusion and engagement through investment in community facilities in the town and the development of a Skills and Social Enterprise Development Fund, which will expand the reach of the TIP investments.
Housing and Services (87/133)	<b>65%</b>	
Crime (86/133)	<b>65%</b>	
Education and Skills (15/133)	<b>11%</b>	
Health (11/133)	<b>8%</b>	
Income (9/133)	<b>7%</b>	
Living Environment (6/133)	<b>5%</b>	
Employment (7/133)	<b>5%</b>	

# 3

# Strategy



# Our Shared Vision for Northampton

The Northampton Investment Plan responds to the challenges facing Northampton and sets out how we will position the town as a cultural, community and economic centre serving the wider region over the next ten years. It is guided by our Vision as shown below.

The TIP builds on the priorities established by the Town Centre Masterplan and the extensive stakeholder consultation and engagement that has taken place over the past two years. In developing our shared vision we sought feedback from the community, business, stakeholder groups and the Northampton Forward Board.

Our Vision sets out how successful Town’s Fund investment in Northampton has the potential to unlock and complement our wider priorities and aspirations for the town. It is underpinned by:

- Four cross-cutting Investment Principles which will guide the TIP investments – ensuring that they directly address the needs of our businesses and communities, and that future growth will align to national social and economic priorities.
- Ten Strategic Objectives, which link the town’s opportunities and challenges to tangible measures of success.

The 10 Strategic Objectives each contribute to at least one of the Principles of Investment. By making a balanced contribution to these principles, the TIP will support our overarching priorities and the deliver our Shared Vision for Northampton.

Our 10 Year Vision	
<p><b>Strengthen</b> – Northampton’s position at the centre of the Oxford-Cambridge Arc by providing modern spaces for creative businesses to capitalise on the town’s manufacturing and entrepreneurial passion.</p>	<p><b>Build</b> – on our rich heritage and cultural offers to rejuvenate the town centre so it once again represents the aspirations of its residents.</p>
<p><b>Create</b> – high-quality housing, digital infrastructure and open spaces that will enable our communities to grow and flourish to meet economic, health and wellbeing and environmental challenges.</p>	<p><b>Improve</b> – access to skills and training while promoting first-rate higher and further education opportunities.</p>

Cross Cutting Principles of Investment	
<p><b>1. A vibrant heart to the town centre</b> A rejuvenated town centre that better serves our communities and businesses</p> 	<p><b>2. Building on our outstanding cultural and heritage assets</b> Celebrating Northampton’s heritage and culture to create a town that reflects its proud history and modern aspirations</p> 
<p><b>3. Inclusive Economic Growth</b> Prioritising investment to meet the needs of our diverse and multicultural communities</p> 	<p><b>4. Enhancing the town’s green spaces and adopting low carbon principles</b> Celebrating the town’s natural environment and ensuring sustainability and the low carbon agenda is central to all investment</p> 
	<p><b>TIP Strategic Objectives:</b></p>
<p><b>Objective.1</b> To drive the regeneration of Northampton’s town centre and improve residents and visitors experience, bolstering daytime activity and encouraging increased footfall and spend.</p>	<p><b>Objective.2</b> To instil pride and a strong sense of identity and belonging to create a cohesive and welcoming community where residents feel connected, involved and empowered.</p>
<p><b>Objective.3</b> Transform the heart of the town by investing in high-quality and attractive public realm that reflects the ambition and pride of Northampton.</p>	<p><b>Objective.4</b> To provide a distinctive town centre experience by investing in cultural and leisure uses.</p>
<p><b>Objective.5</b> To re-energise and breathe new life into heritage assets and redundant buildings.</p>	<p><b>Objective.6</b> To invest in flexible commercial space to encourage businesses back into the town centre and ensure that Northampton is a compelling business environment.</p>
<p><b>Objective.7</b> To drive resilience and growth by supporting a diverse business base and providing improved access to skills and quality jobs.</p>	<p><b>Objective.8</b> To adopt an approach which reflects the aspirations of the community to deliver well-designed and functional spaces to help tackle crime, fear of crime and anti-social behaviour.</p>
<p><b>Objective.9</b> To address deprivation and inequalities by investing in and supporting assets within the town centre to improve the vitality, health and wellbeing of the local community.</p>	<p><b>Objective.10</b> To ensure the principle of clean growth is at the heart of everything we do.</p>

Strategic Investments and Cross Cutting Principles of Investment		Cross Cutting Principles of Investment			
		Vibrant Heart to the Town Centre	Building our Outstanding Cultural and Heritage Assets	Inclusive Economic Growth	Enhancing the Towns Green Space and Adopting Low Carbon Principles
Strategic Objectives	1. Town Centre Regen	✓	✓	✓	
	2. Community	✓		✓	
	3. Public Realm	✓			✓
	4. Cultural and Leisure		✓		✓
	5. Heritage Assets and Redundant Buildings	✓	✓		
	6. Flexible Commercial Workspace	✓		✓	
	7. Diverse Business Base			✓	
	8. Well Designed Spaces Addressing Crime and Anti-Social Behaviour	✓		✓	
	9. Deprivation and Inequality	✓		✓	
	10. Clean Growth				✓

# Investment Proposals

We are seeking £37.2 million from the Towns Fund, which will unlock £170 million in match funding and dependent private sector investment to support the delivery of:

- **15,600 sqm** of new and refurbished commercial floorspace (including shared workspace)
- **24,900 sqm** of new public spaces
- **2,300 sqm** of new or expanded cultural and leisure venues, including new space for skills facilities
- Remediation and enabling works for key sites in the town centre to create new public spaces, new mixed-use urban quarters, and commercial facilities.

The following 12 projects have been prioritised for the Town Investment Plan and together provide a comprehensive package of investment that will:

- Deliver our Vision and Strategic Objectives
- Align to the priorities of the Towns Fund – including a contribution to Urban Regeneration, Skills and Enterprise Infrastructure, and Connectivity
- Complement our wider investment prioritises and support the transformation of Northampton

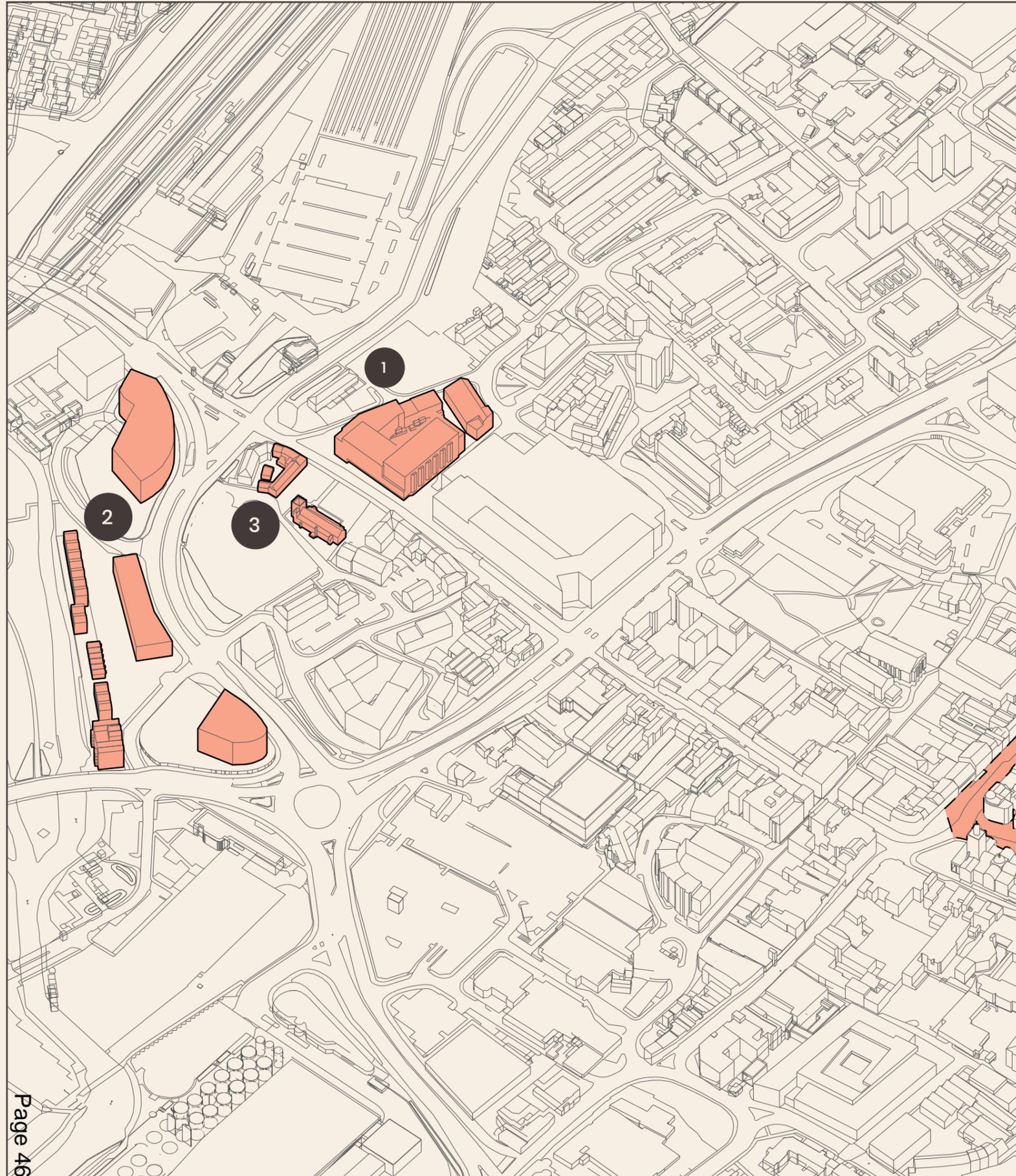
Further information on each project, including strategic alignment and delivery programme is provided in Part 3 of this TIP.

Two of the projects (Market Square and Waterloo House, with a combined value of £12.2 million) were included in Northampton’s submission to the Future High Street Fund. They are also included in our TIP as they are considered essential to achieving our vision for the town and score highly against our strategic objectives. However, if the full amount of FHSF sought is awarded to Northampton our total investment ask from the Towns Fund would reduce to £24.9 million.



## Contribution of the TIP to Our Strategic Objectives

Projects	Objectives									
	1	2	3	4	5	6	7	8	9	10
Town Centre Public Realm	Achieving	Achieving	Contributing	Contributing				Achieving	Achieving	Achieving
41-45 Abington Street	Achieving	Achieving	Contributing	Contributing	Achieving	Contributing		Achieving	Contributing	Contributing
35-39 Abington Street	Achieving	Achieving	Contributing	Contributing	Achieving	Contributing		Achieving	Contributing	Contributing
Marefair Heritage Gateway	Achieving	Achieving	Contributing	Contributing	Achieving	Contributing		Achieving	Contributing	Achieving
Four Waterside	Contributing	Contributing	Contributing			Achieving	Achieving	Contributing		Contributing
24 Guildhall Road Arts Centre	Achieving	Achieving		Contributing	Achieving	Achieving	Achieving		Contributing	Contributing
Extension of 78 Derngate – The Charles Rennie Mackintosh Museum	Contributing		Contributing	Contributing	Contributing				Contributing	Contributing
Emporium Way	Achieving	Contributing	Contributing	Contributing	Contributing	Contributing		Contributing	Contributing	Contributing
St Peter’s and the Old Black Lion	Contributing	Contributing		Contributing	Achieving			Contributing	Achieving	Contributing
Skills and Social Enterprise Development Fund		Contributing					Achieving		Achieving	
Market Square	Achieving	Achieving	Contributing	Contributing	Achieving			Achieving		Achieving
Waterloo House	Achieving		Contributing	Contributing	Achieving	Achieving	Achieving		Contributing	Contributing
<b>Objectives Key</b>	<span style="color: #FFC000;">■</span> Achieving <span style="color: #FFD700;">■</span> Contributing		1. Town centre Regen 2. Community 3. Public Realm 4. Culture and Leisure 5. Heritage Assets and Redundant Buildings 6. Flexible Commercial Workspace				7. Diverse Business Base 8. Well designed Spaces Addressing Crime and Anti-Social Behaviour 9. Deprivation and Inequality 10. Clean Growth			



1

**Marefair Heritage Gateway**

Transforming the gateway from the train station to Northampton Town Centre, we will provide a new heritage park that will address negative perceptions of the town and provide new amenity space. The investment will help to unlock a new mixed-use development providing co-working and leisure spaces and family homes to reflect the needs of local residents.



2

**Four Waterside**

Providing 60,000 sqft of grade A office space, a new hotel and 90 homes at a gateway site close to the train station. Meeting the demands of modern businesses, the accommodation will include flexible co-working space for local SMEs and start-ups.



3

**St Peter's and the Old Black Lion**

Providing a new community hub in a Grade II listed building, it will provide a venue for volunteering, community engagement, and skills and training activities in an area of Northampton with high deprivation. Commercial income from a food venue will ensure the wider site, including the Grade I listed St Peter's Church will be sustainable into the future.



4

**Town Centre Public Realm**

Providing improved public realm on Abington Street, The Drapery, Fish Street and St Giles' Street: A major priority from the public consultation, this investment will significantly enhance the public spaces, complementing the investment proposals at Market Square. Improving pedestrian access and providing new seating, signage and tree planting. It will drive footfall and help address concerns around crime and safety.



5

**41-45 Abington Street**

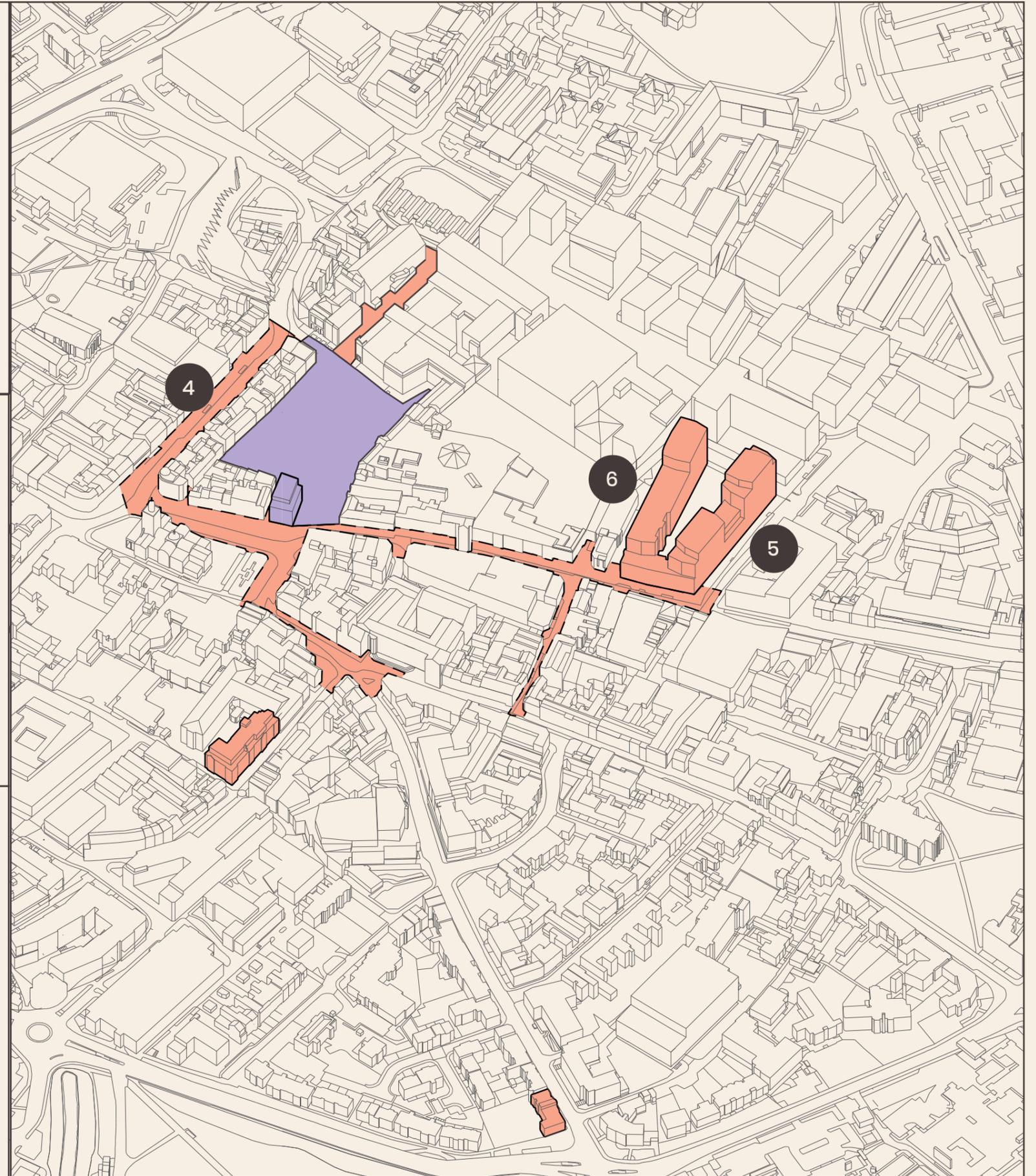
Enabling the redevelopment of the former M&S building – a high profile, site in the town centre which has remained vacant since 2018 to the detriment of the town. TIP investment will unlock a mixed-use development which will support the ongoing regeneration of the town.



6

**35-39 Abington Street**

Complementing investment at 41-45 Abington Street, TIP investment will enable the redevelopment of a large vacant site formerly home to BHS. The project will support the regeneration of the town and provide an important pedestrian link to the future Greyfriars strategic development site.



7

**24 Guildhall Road Arts Centre**

Building on a GBF funded investment to relocate NN Contemporary Arts in the Cultural Quarter. This investment will support the redevelopment of the upper floors into a flexible space for skills development and education in the creative sectors.



8

**Extension of 78 Derrigate – The Charles Rennie Mackintosh Museum**

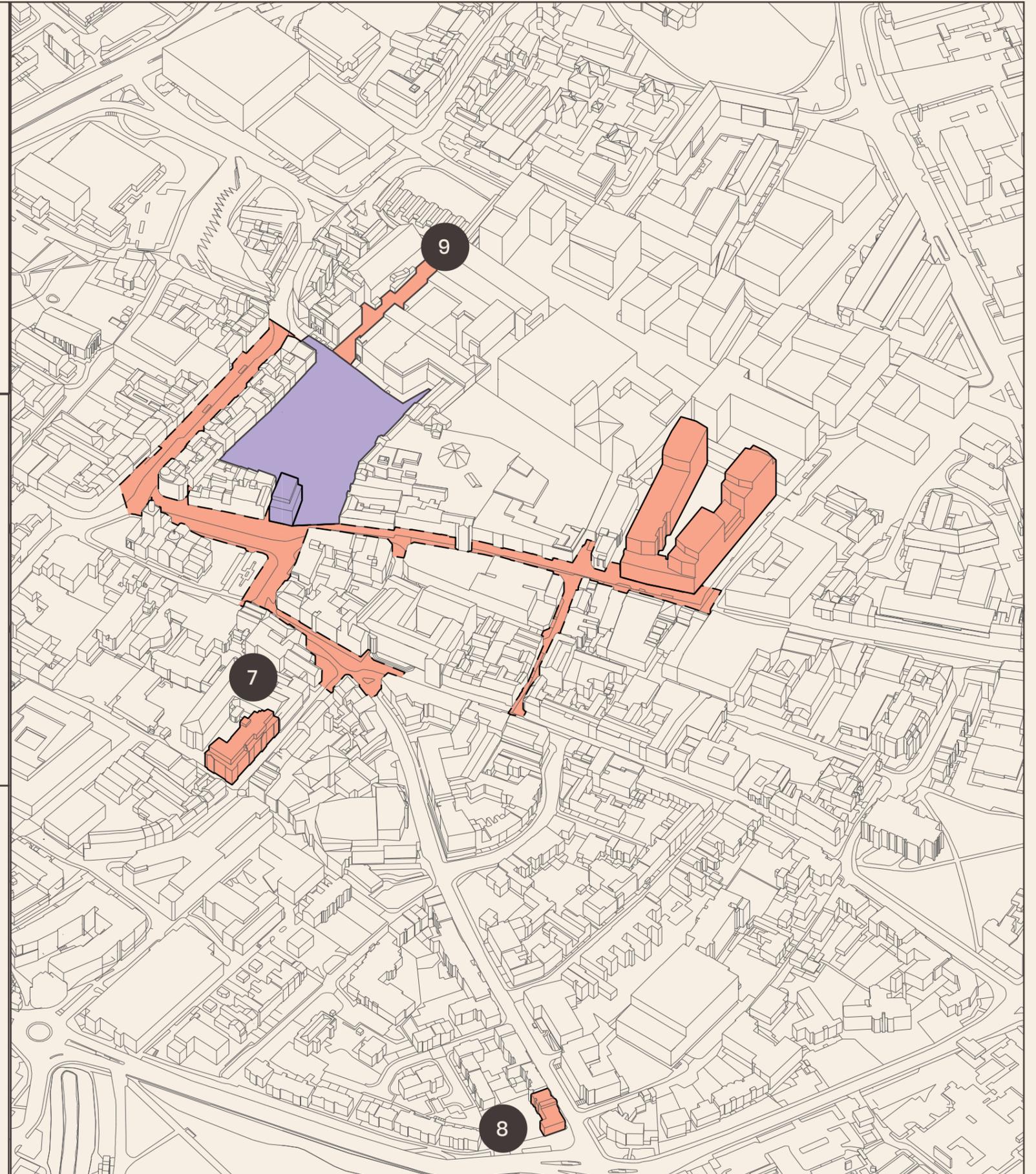
This project will enable an extension of the Rennie Mackintosh Museum and the create a new functional garden for the museum on disused land. It will provide an improved visitor experience and build on a brand that is well known and an iconic visitor attraction.



9

**Emporium Way**

Creating a new pedestrian thoroughfare between Market Square and the future Greyfriars development, supporting enhanced town centre footfall. The project will also provide stalls for a Makers Market, complementing other cultural and creative investments in the town.



10

**Skills and Social Enterprise Development Fund**

A grant fund to ensure that the wider TIP investment package is inclusive of Northampton's diverse communities and provides much needed support for the town's small start-up and growing social enterprises.



11

**Market Square**

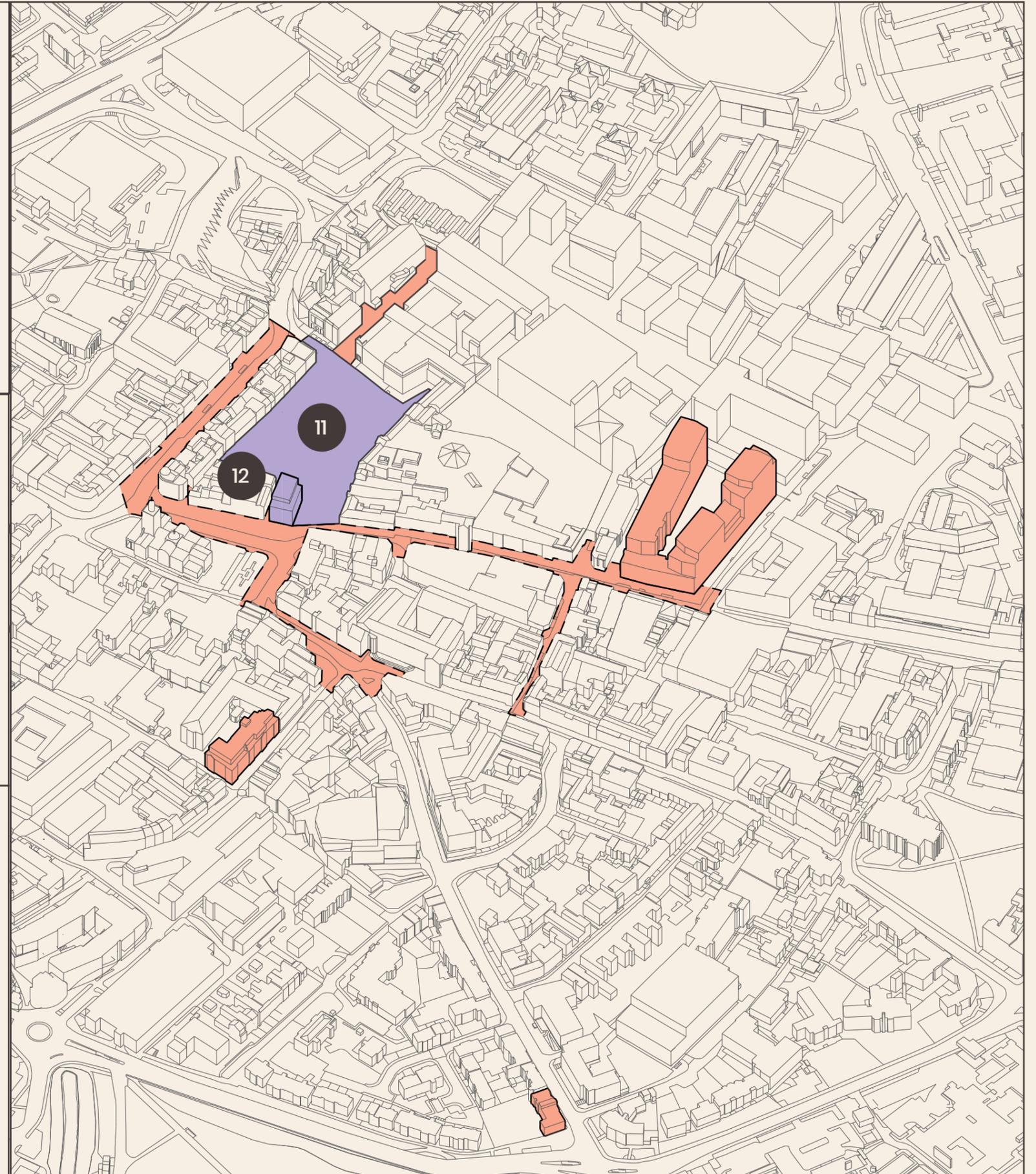
Given its historic role and central location, investment in the Market Square is considered to be an essential catalyst to the wider regeneration of the town. The Towns Fund will provide significantly enhanced public realm and existing stalls will be transformed to provide a smaller, more attractive platform for independent traders – freeing up space for functions, events and activities, re-establishing its role as the heart of the town centre.

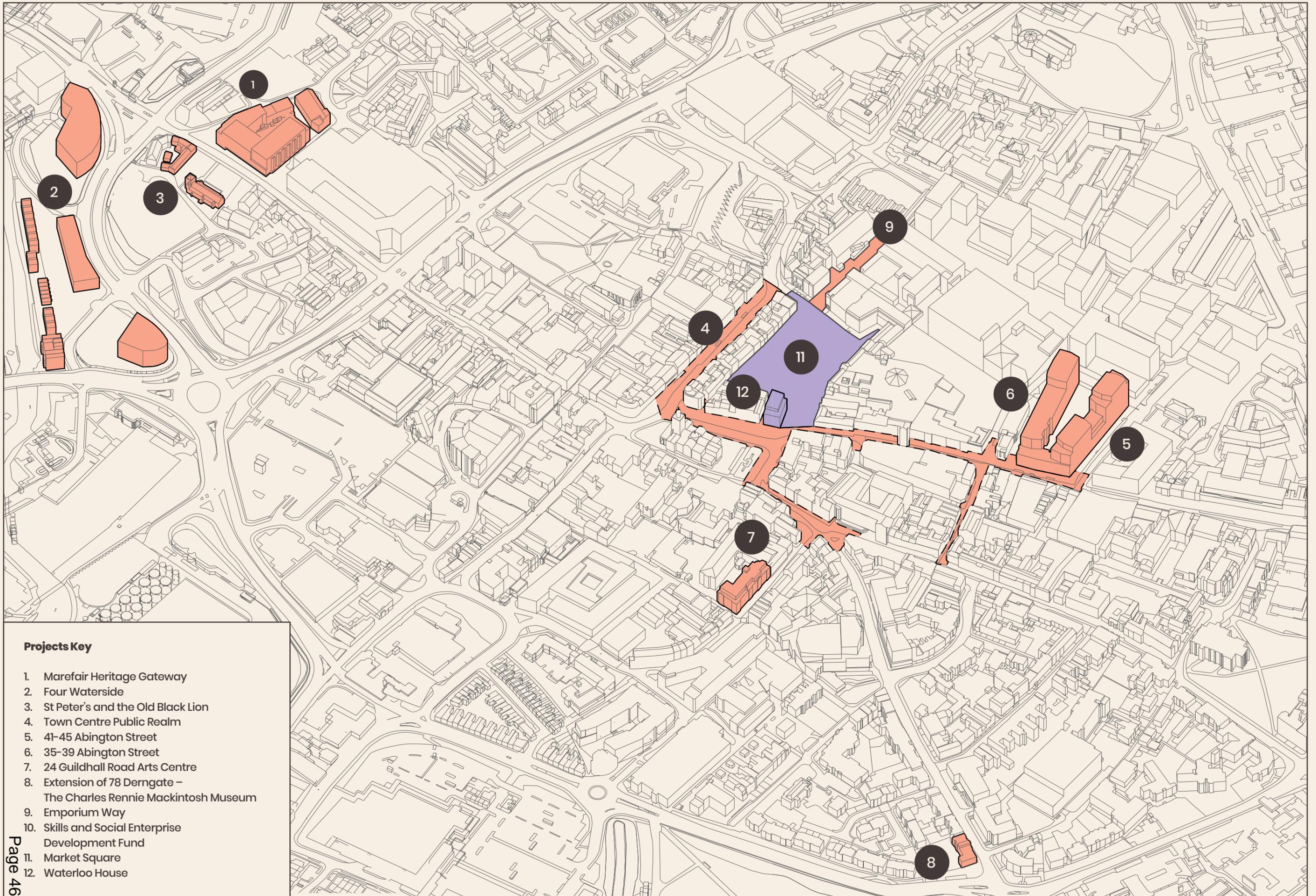


12

**Waterloo House**

Redevelopment of an underutilised building in a key location on the Market Square into grade A office space providing co-working and serviced offices in addition to active uses (café/restaurant) on the ground floor.





**Projects Key**

- 1. Marefair Heritage Gateway
- 2. Four Waterside
- 3. St Peter's and the Old Black Lion
- 4. Town Centre Public Realm
- 5. 41-45 Abington Street
- 6. 35-39 Abington Street
- 7. 24 Guildhall Road Arts Centre
- 8. Extension of 78 Derngate –  
The Charles Rennie Mackintosh Museum
- 9. Emporium Way
- 10. Skills and Social Enterprise  
Development Fund
- 11. Market Square
- 12. Waterloo House

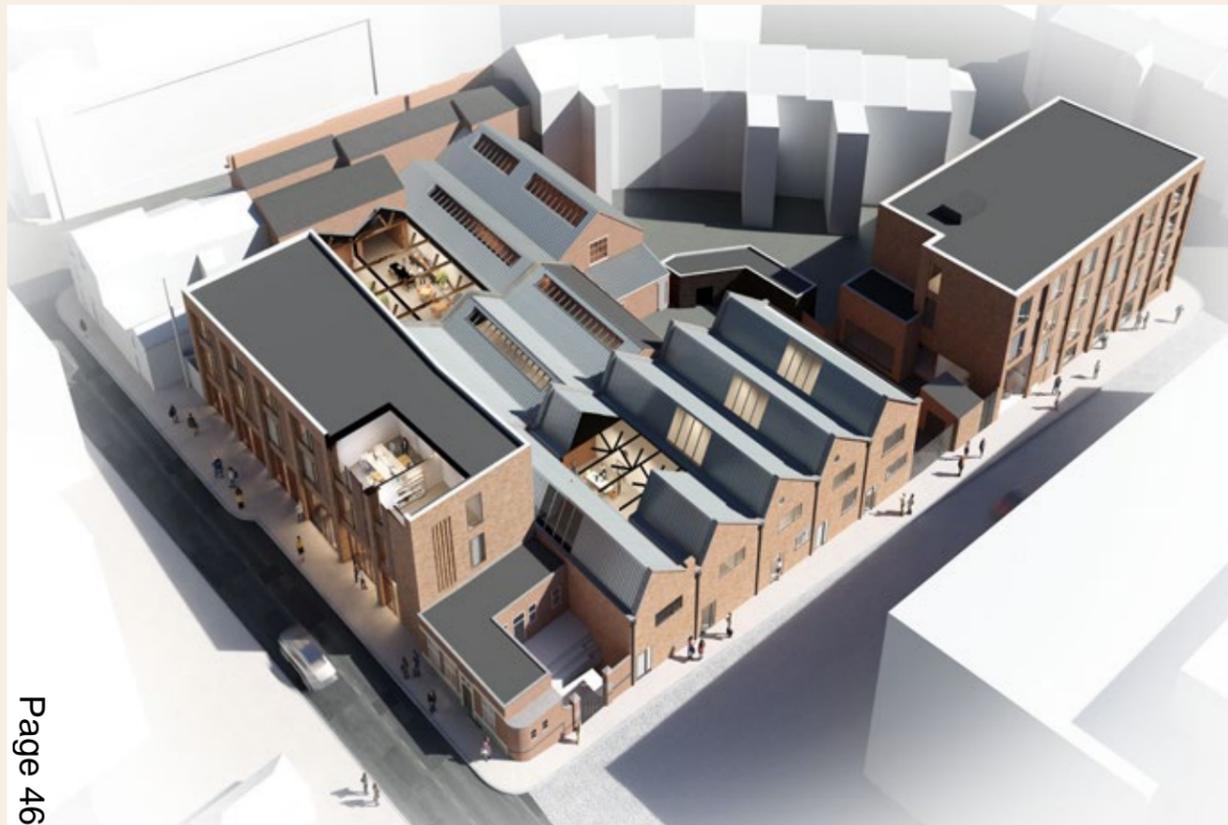
# Prioritisation Process

Our investment programme has been identified following extensive stakeholder consultation, which has influenced the selection and design of our proposals – from the initial long list of projects, to the design of the Vision and Strategic Objectives that informed the prioritised programme.

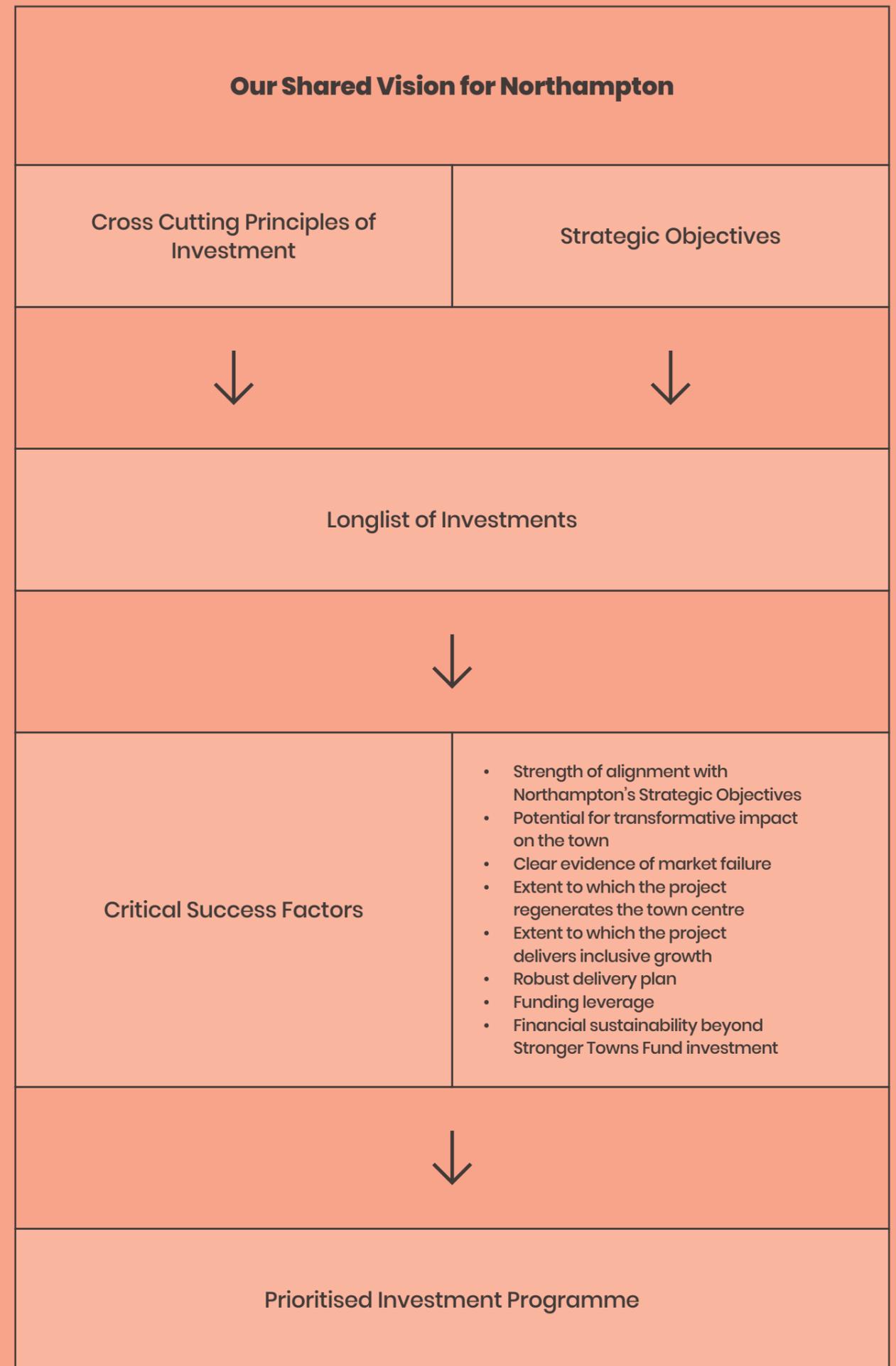
22 projects that support our TIP Vision and Strategic Objectives were included in the longlist. Another 3 projects were considered, but were excluded as they were not deliverable within timescales required for the Towns Fund.

The investment longlist was scored against the Critical Success Factors (CSFs) to identify a prioritised programme. This process ensures that the prioritised programme will make a strong contribution to our Vision and Strategic Objectives and align with national priorities, including the requirements of the Towns Fund. The CSFs have also been designed to ensure that prioritised projects can be supported by a robust business case.

Investments not prioritised for the TIP included projects relating to further investment on the Enterprise Zone, the redevelopment of strategic investment sites in the town centre, such as Greyfriars, pedestrian improvements, and a new Digital Hub at Northampton Library. These projects will be considered as pipeline projects that may mitigate any unexpected risks to the delivery of the prioritised programme.



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Vulcan Works concept visual



## A Foundation to Build on for the Future

Our vision for Northampton stretches beyond the five-year term of the Towns Fund. The package of investments set out in this Town Investment Plan will complement existing investments, help us to tackle our most immediate challenges, and position the town for long-term sustainable growth. The investment programme will unlock and enable future investment and help to secure Northampton's vision as a vibrant county town with a central role in the Oxford-Cambridge Arc.

Getting the right investments in place now and seizing on the opportunities currently available will be critical to the longer-term success of Northampton.



### Short Term (1-3 years)

The emergence of a town centre that better serves Northampton's businesses and residents

- Early TIP investments will build on the success of newly delivered investments at Vulcan Works and Northampton Museum and Art Gallery.
- New cultural and community venues will help to diversify the town centre and strengthen links with local communities.
- 24 Guildhall Road Arts Centre will provide support for new cultural organisations, people and businesses through the provision of workspaces and training facilities.
- Public realm investments in the Market Square and the wider town centre will drive footfall, increase visitor dwell time, and help to promote the town centre as a destination that can compete with other towns in the region.
- Early stage investment in public realm and new urban quarters will demonstrate the commitment to Northampton and potential for transformation.

### Medium Term (3-5 years)

A transformed Northampton focused on revitalised gateways and a core hub around Market Square.

- New mixed-use urban quarters and commercial developments in the town centre will promote a vibrant day and night time economy and support a strengthened retail core focused on Market Square.
- Emporium Way will provide a major investment in town centre public realm. The makers market will provide a platform to drive new footfall to the town centre and support the growth of local creative businesses.
- Four Waterside and complementary investments around the Station Gateway will provide modern and flexible business accommodation, that respond to the post Covid-19 challenges and are attractive to the Arc's priority sectors – including professional services, high performance and advanced manufacturing.
- Four Waterside and complementary investments around the Station Gateway will provide modern and flexible business accommodation, that respond to the post-Covid-19 challenges and are attractive to the Arc's priority sectors – including professional services, high performance and advanced manufacturing.

- An array of flexible business accommodation across the town will help attract and grow a diversified business base. A more resilient business ecosystem will help address local challenges with business survival.
- Investment in social enterprise will further promote the diversity of Northampton's business base and improve links with the town's most deprived communities.
- Further strengthening of the town's cultural offer will help to improve perceptions of the town and draw people into Northampton as a destination.
- The complementary roll-out of city fibre and Northampton's Transport Strategy will further enhance the town as a location for businesses and visitors.

### Long Term (5+ years)

Demonstrating success and providing a platform for future economic growth.

- A new vibrant heart and gateway to the town centre will help to enhance perceptions of Northampton. A strengthened retail core will support a higher quality retail and leisure offer; and an improved business ecosystem will support business growth and diversification. Improved land values and commercial rents will promote further commercial and residential development. Northampton will be perceived as a key investment location in the Oxford-Cambridge Arc, attracting inward investment and fully contributing more to the region's productive capacity.
- Improved employment opportunities from retail and services to advanced manufacturing will create new opportunities for our residents and promote inclusive economic growth.
- Building on our outstanding cultural and heritage assets, Northampton will become a cultural and heritage attraction and a focal point in the Oxford-Cambridge arc.
- The provision of new green and open spaces across the town and through embedding low carbon principles in our TIP developments will demonstrate our commitment to sustainable economic growth and set the standards for future delivery.

## Investment Rationale

### Market Failures

There are a range of market failures constraining investment in Northampton. Specific assessments are provided in the project level summaries, but the primary failures relate to:

#### Externalities and Coordination Failure

Achievable office rents in Northampton are currently low relative to the surrounding area, given the poor fit between available accommodation and modern business needs. This will disadvantage first-movers who cannot recoup the wider spill-over benefits of early stage investment.

In addition schemes targeting community and heritage assets will support wider community priorities and add to the cultural offer of the town – benefiting retailers and food & beverage businesses. While the operation of these schemes is financially viable, the high upfront capital cost will limit investment without public support.

#### Abnormal Costs

Northampton is a historic town with many development sites that are difficult to develop and do not currently provide financially viable private investment opportunities. For example, strategic sites in the town centre have remained vacant since the departure of large retailers and have no realistic alternative uses in their current form. Development will require significant remediation work that is not viable - particularly while potential returns on investment remain low.

### Public Goods

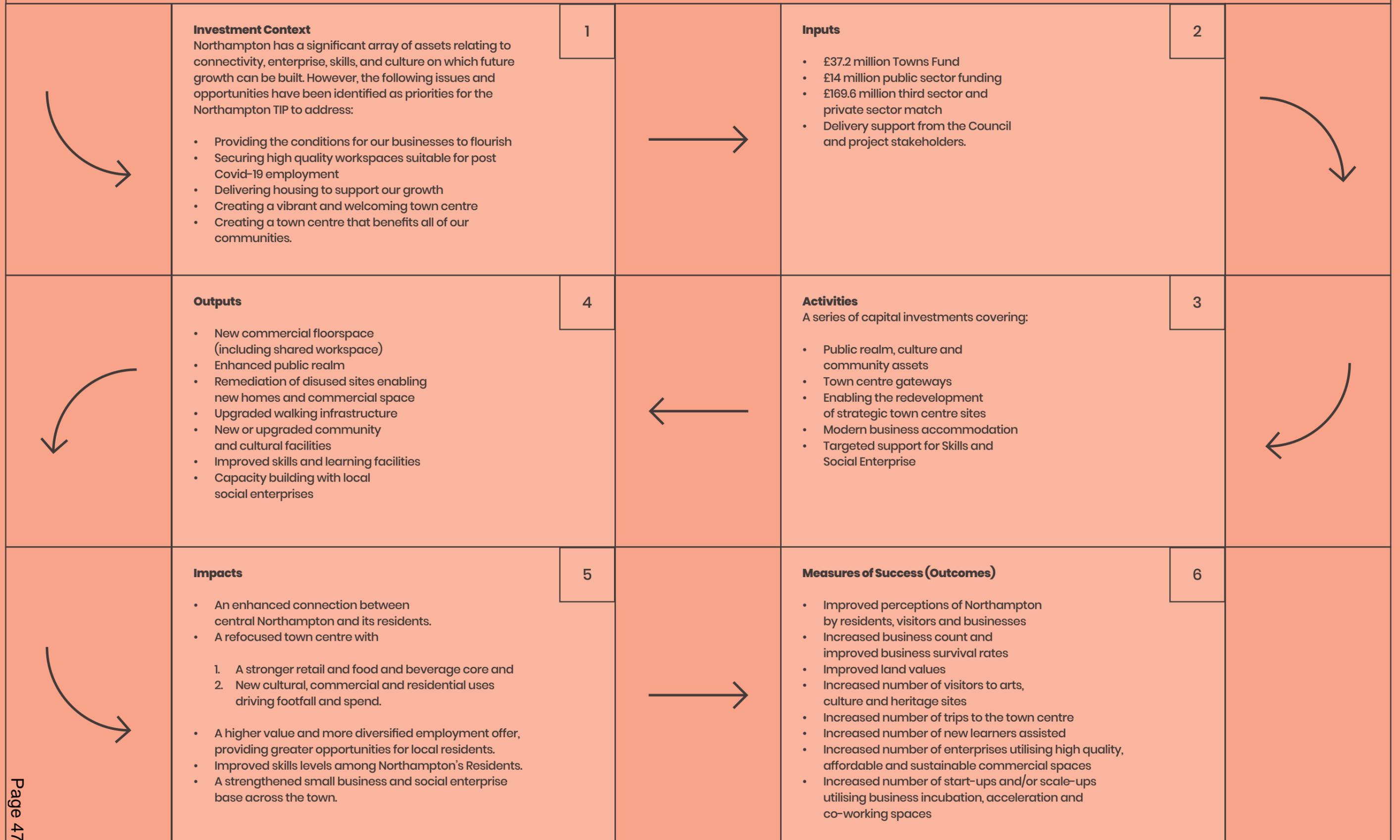
Several investments relating to public realm and gateways to the town have the qualities of public goods and are the types of investment that local authorities would take responsibility for. In some cases it may be possible to raise funding from developer contributions. However whilst development is not forthcoming this investment will not materialise.

### Theory of Change

The Northampton TIP Theory of Change sets out how our proposals to build on the available evidence and deliver tangible and measurable outcomes for the benefit of the town.



# Theory of Change



# Alignment to Wider Activity

## Strategic Alignment

Our Town Investment Plan does not exist in isolation. It aligns with existing strategies which will help prioritise and direct wider investment in the town, including:

- Northampton Town Centre Masterplan developed by the Council to build on the culture, history and heritage of Northampton and transform the heart of town. This will be achieved by creating a smaller and stronger retail core complimented by new residential development serving the needs of the community.
- Waterside Enterprise Zone Delivery Strategy – setting out an ambitious plan to regenerate nearly 120 hectares of brownfield land along the town’s river front. Since 2011 Enterprise Zone status has helped to transform a large area of previously under-developed land in Northampton and has, to date, attracted £320million of private sector investment. Key investments include construction of the new Northampton railway station, the University of Northampton Waterside Campus, and the proposed investment at Four Waterside.
- Northampton Local Plan 2011-29 – a second round of consultation was held in September 2020. The plan sets out Northampton’s ambition to deliver 18,870 new homes by 2029. It recognises the need to balance the town’s growth requirements against the need to protect and enhance the built and natural environment.
- West Northamptonshire Joint Core Strategy 2014 sets out the long-term vision and objectives for the whole of the area covered by Northamptonshire County Council, Daventry District, Northampton Borough and South Northamptonshire Councils.
- Northampton Transport Strategy – The Council are also in the process of developing a Transport Strategy which will identify further investment priorities in our transport network, building on the investments set out in this Investment Plan. The Council are also implementing their Local Cycling and Walking Action Plan (2020-31).
- The Climate Change Strategy 2020-2023 that establishes a Framework for tackling the causes and effects of climate change by: raising awareness of the issues and impacts of climate change on Northamptonshire; reducing emissions of greenhouse gases across the County; and planning for and adapting to the impacts of climate change.
- The Oxford-Cambridge Arc Prospectus sets out the vision for the Arc to become a global hub for innovation, and home to exemplary models of green development that will inspire communities around the world. Through strong collaboration, the Arc can enhance the lives of its residents, increase the global opportunities for its businesses and improve the environment for the prosperity of all.

## Wider Investment Activity

An important consideration for the TIP is the extent to which the proposals build on our recent and ongoing investments in the town and complement activity by the Council and our partners.

## Town Centre Regeneration

- Further development at Northampton Station – to expand and relocate parking provision at the station and create a new gateway into Northampton, to be delivered by Network Rail.
- One Angel Square – an exciting new public sector headquarters situated in the middle of Northampton town centre. The new, modern building is able to house up to 2,000 professional workers and bring a minimum of £12 million additional spend into the town centre economy.
- Northampton Museum and Art Gallery - a major transformation to create a high profile cultural attraction for Northamptonshire and the East Midlands. The project has doubled the size of the museum, created four new permanent galleries, and a 400 sqm temporary exhibitions gallery, capable of hosting major national and international touring exhibitions.
- Northampton Place Marketing Strategy – being developed to increase future inward investment, increase tourism and improve local perception / civic pride. The strategy will complement the potential initial investment from the TIP and accelerate funding for other projects highlighted in the Masterplan.

## Skills and Enterprise Infrastructure

- University of Northampton – a £330 million investment in the relocation of the university to a new campus on the Waterside Enterprise Zone.
- Vulcan Works – a £14 million investment, drawing on SEMLEP Local Growth Fund, ERDF and contributions from NBC was secured to refurbish a Grade II listed Factory and create a new three-storey building comprising 68 lettable units. The units will be a mix of office, studio and managed workshops aimed at start-ups and growing businesses in the creative sector. During its first 10 years of operation, Vulcan Works is expected to support up to 100 businesses, creating around 300 jobs.

- Northampton College has received funding from LGF, including £3.2 million for a ‘digital academy’ housed in a purpose-built 1,300 sqm new block. The new facility will focus on developing and delivering key digital skill programmes (levels 1-3 and T-Levels) to provide a strong pipeline of digitally skilled students able to progress onto Higher Education, Apprenticeships and into work. The College will engage with the Digital Institute of Technology at Bletchley Park at Milton Keynes and employer partners to develop a new digital curriculum.

## Growth and Connectivity

- City Fibre is the process of rolling out a £40 million investment in superfast broadband in Northampton which will benefit the town and all proposed investment sites, as well as enabling the deployment of 5G across the town.
- County Council Transport Investments - Northamptonshire County Council is investing heavily in our transport infrastructure, including commitments for the A43 Northampton to Kettering – Phase 3, Northampton East-West Walking and Cycling Corridor, and the Greyfriars Bus Punctuality and Traffic Scheme.
- The draft Local Cycling and Walking Infrastructure Plan (LCWIP) supports an ambition for Northampton to become a leading centre for active travel, which fully embraces walking and cycling, underpinning plans for any further expansion of the town. The LCWIP sets out the cycling and walking improvements required and identifies short, medium and longer term measures as part of a network approach. The key outputs of LCWIP are: a network plan for walking and cycling which identifies preferred routes and core walking zones for further development; a prioritised programme of infrastructure improvements for future investment; and a report which sets out the underlying analysis carried out and provides a narrative which supports the identified improvements and network. The TIP proposals for Northampton Town Centre will support the proposed improvements in the LCWIP to promote active travel, connectivity and reduce carbon emissions.

- The recent £1.392m Active Travel Fund award from the Department of Transport will target the Billing Road Corridor and provide improved cycling facilities. The investment demonstrates support for active travel in the Town that will tackle climate change, improve air quality and wellbeing.
- Upton Country Park is a green infrastructure project which compliments the large scale growth in southwest Northampton. Phase 1 of the country park was delivered in 2008 and included the Elgar Community Centre. The second phase is now complete with some additional works taking place at surrounding entrance points. This includes new footpaths, cycle paths and leisure areas. The scheme has been largely funded by Section 106 receipts.

The Northampton TIP has a range of partners that are essential to its successful delivery. Detailed delivery arrangements are provided in Section 2, but key partners include:

- Northampton Borough Council
- West Northamptonshire Council
- Northamptonshire County Council
- Northampton Forward
- Northampton Digital
- University of Northampton
- Northampton Social Enterprise Town
- NN Contemporary
- South East Midlands Local Enterprise Partnership
- Legal and General
- Northampton Town Centre Business Improvement District
- Tricker's
- Northamptonshire Chamber of Commerce

#### Partner Investment and Support

The Northampton TIP will build on and complement a range of existing funding programmes, including:

- Northampton Borough Council (NBC) has received £1 million accelerated Towns Fund capital funding for the removal of asbestos and site remediation. This Towns Fund application will build upon this initial investment and allow this project to be brought forward for development.
- The Council and NN Gallery have secured £1.15 million from the Getting Building Fund (GBF), which will fund Phase 1 of refurbishment works to 24 Guildhall Road.
- Enterprise Zone Business Rate Uplift funding will provide match funding for the investment proposals at Four Waterside and ongoing investment for the EZ.
- LGF investment at Vulcan Works Creative HUB is ongoing and scheduled for completion in Spring 2021.
- We are in the process of seeking Future High Street Fund for two of the key investments set out in our Town Investment Plan (Market Square and Waterloo House). If this bid is successful, this will reduce our overall ask from Towns Fund by £12.2 million to £25 million.

## Spatial Strategy

#### Key

- Town Centre
- Masterplan Boundary
- Enterprise Zone Boundary



# 4

## Engagement and Delivery



# Role of the Community and Stakeholder Consultation

The development of the Town Investment Plan has been guided by community and stakeholder consultation throughout its development.

The TIP builds on initial consultation work undertaken to inform the development of the Northampton Town Centre Masterplan which seeks to address many of the challenges outlined in this TIP. The consultation exercise for the masterplan informed the early development of the project longlist.

Since the announcement of the Towns Fund, the following process of engagement and consultation has been adopted to shape its development.

## Northampton Forward Board

The development of the Northampton Town Investment Plan has been overseen by Northampton Forward Board, a public / private partnership board established in early 2019. The Board is formed of a wide range of partners including:

- Northampton Borough Council
- Northamptonshire County Council
- Northants Police
- Grosvenor Centre
- Northampton Town Centre BID
- University of Northampton
- Royal and Derngate
- LiftNN (Community representative)
- South East Midlands Local Enterprise Partnership (SEMLEP)
- Tricker's
- Northamptonshire Chamber
- Andrew Lewer MP

The Board is responsible for developing the vision and objectives for the Town Investment Plan. It has agreed the Critical Success Factors and prioritised the longlist of projects. Northampton Forward have also overseen the development of the Future High Street Fund Bid and Northampton Town Centre Masterplan, therefore ensuring that all potential development and funding bids are complimentary and coherent.

## Online Consultations

Online consultations on the potential TIP proposals were held in September 2020 to determine the community's priorities for investment, gain feedback and opinions on a range of proposed investment areas and determine the challenges / opportunities for the town. Approximately 434 individuals replied to the questionnaire creating a total of 1,495 pieces of project level feedback. The responses were evenly split between males and females. 18% of respondents were aged under-35 and 15% were over-65.

Overall, the majority of responses were positive about how beneficial the projects would be to improve the town centre. The main challenges highlighted were a lack of quality goods offered in the town centre, poor appearance of the town centre and competition with other areas. The main opportunities were bringing disused buildings / public space back into use and improving the public realm. The initial survey was followed by more detailed questioning of a web community across three days.

This builds on over two years of consultation completed on the ground and through all media channels. The online consultation completed for the Town Centre Masterplan in 2019 informed the development of the longlist of projects developed for this TIP. Key local priorities identified at that stage include the restoration and upkeep of historic buildings, improving the quality of retail, the quality of public realm and greenspace in enhancing the town centre, pedestrianisation in the town centre, and the potential to accommodate new homes.

## Consultation Workshops

A series of consultation workshops were completed in October 2020 focusing on Urban Regeneration; Deprivation and Inequality; and Business, Enterprise and Skills. Approximately 150 stakeholders were approached to take part in the workshops. Workshops were attended by key stakeholders in Northampton including local businesses, social enterprises (Northampton Social Enterprise Town), Community Town Safety Teams, Northampton Digital, Northampton Arts and University of Northampton.

Engagement with private sector bodies aided understanding of growth barriers and helped to ensure the plan remains responsive in uncertain times.

Engagement with public sector and community organisations highlighted how social enterprises can be incorporated into projects.

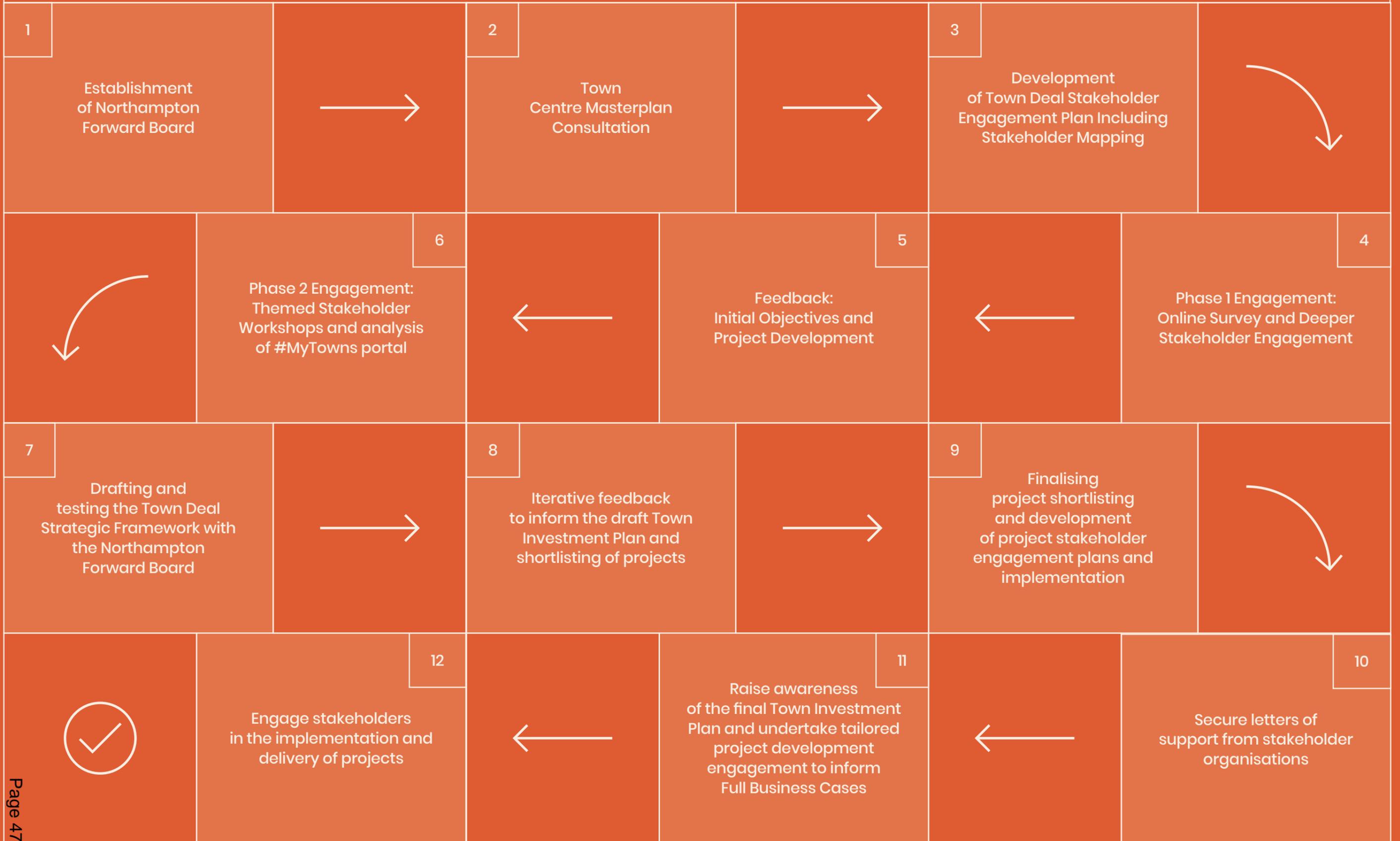
The consultations produced a number of themes for the Town Investment Plan including re-energising cultural and historic assets, diversifying the housing offer to match the needs of the community, make the town centre feel safer and upgrade / improve management of key public spaces.

## Stakeholder Engagement Plan

A Stakeholder Engagement Plan has been developed to accompany the Launch of Northampton's finalised Town Investment Plan. This document sets out our commitment to develop ongoing relationships with key stakeholders to ensure implementation of the Town Investment Plan remains responsive to the overarching needs of the town.



# Timeline of Stakeholder Engagement



## Partner Commitments

As identified above, our Town Investment Plan is supported by a broad range of partners, including those that will have a formal role in delivering or funding the proposed investments. Further detail on each project is provided in Section 2, but overall, the Town Investment Plan will be supported by a match funding from a variety of sources, set out in the table opposite.



Match funding from Northampton Borough Council	Getting Building Fund
<b>£3,735,000</b>	<b>£1,150,000</b>
Enterprise Zone Business Rate Uplift	National Lottery Heritage Fund
<b>£7,000,000</b>	<b>£1,850,000</b>
Other Public and Third Sector	Private Sector Contributions
<b>£254,000</b>	<b>£155,650,000</b>

# Town Centre Public Realm

TIP Funding  
**£4.6 million**

Total Funding  
**£4.6 million**

Accountable Body  
**NBC/WNC**

Delivery  
**September 2023**



Rationale	Outcomes
<ul style="list-style-type: none"> <li>• Providing high quality civic space to drive footfall, promote investment and encourage diversified activity in the town centre.</li> <li>• Building on investment in the Market Square and complementing the TIP investments on Abington Street.</li> <li>• A priority investment from the public consultation to address concerns over safety, crime and antisocial behaviour.</li> </ul>	<ul style="list-style-type: none"> <li>• Improved perceptions by residents, businesses and visitors.</li> <li>• Increased number of visitors to arts, cultural and heritage events and venues.</li> <li>• Increased town centre footfall and spend.</li> </ul>

Strategic Alignment																
Investment Principles				Objectives												
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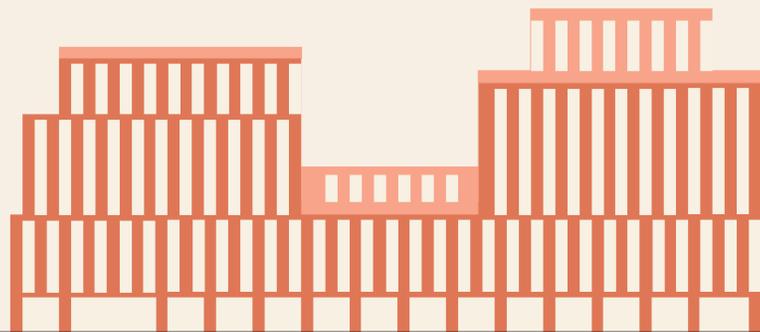
# 41-45 Abington Street

TIP Funding  
**£5.5 million**

Total Funding  
**£39 million**

Accountable Body  
**NBC/WNC**

Delivery  
**Spring 2025**



Rationale					Outcomes													
<ul style="list-style-type: none"> <li>Public investment will enable the redevelopment of a large, long-term vacant department store.</li> <li>Without investment the strategic site will remain inactive and vacant, exacerbating public concerns of crime and antisocial behaviour and reducing the potential impact of wider TIP investments.</li> <li>The mixed-use development will regenerate the town centre, create new employment opportunities, diversify town centre activity and help strengthen the retail core – a key principle of the Town Centre Masterplan.</li> </ul>					<ul style="list-style-type: none"> <li>Perceptions of Northampton by residence, businesses and visitors.</li> <li>Increase land values.</li> <li>Increased number of enterprises utilising affordable and sustainable commercial workspaces.</li> <li>Increased number of start-ups using co-working space.</li> </ul>													
Strategic Alignment																		
Investment Principles					Objectives													
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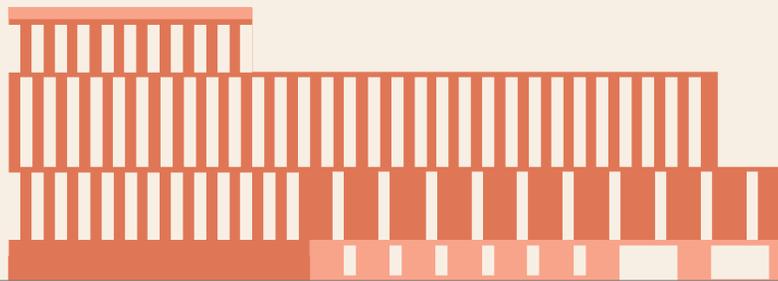
# 35-39 Abington Street

TIP Funding  
**£4.2 million**

Total Funding  
**£30.1 million**

Accountable Body  
**NBC/WNC**

Delivery  
**March 2026**



Rationale					Outcomes													
<ul style="list-style-type: none"> <li>Public investment will enable the redevelopment of a large, vacant department store.</li> <li>Without investment the strategic site will remain inactive and vacant, exacerbating public concerns of crime and antisocial behaviour, reducing the potential impact of wider TIP investments.</li> <li>Mixed-use development will regenerate the town centre, create new employment opportunities, diversify town centre activity and help strengthen the retail core – a key principle of the Town Centre Masterplan</li> </ul>					<ul style="list-style-type: none"> <li>Perceptions of Northampton by residents, businesses and visitors.</li> <li>Increased land value.</li> <li>Increased number of enterprises utilising affordable and sustainable commercial workspaces.</li> <li>Increased number of start-ups using co-working space.</li> </ul>													
Strategic Alignment																		
Investment Principles					Objectives													
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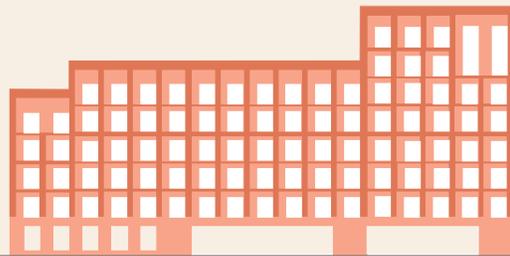
# Marefair Heritage Gateway

TIP Funding  
**£2 million**

Total Funding  
**£34.5 million**

Accountable Body  
**NBC/WNC**

Delivery  
**April 2025**



Rationale				Outcomes													
<ul style="list-style-type: none"> <li>Public funding will provide a new park and pedestrian connection at the strategic gateway site for Northampton with significant heritage value.</li> <li>Investment will improve connections between town centre, the train station, key employment sites and wider TIP investments – driving footfall to the town and improving the desirability of these locations.</li> <li>Provision of new open space is a priority from our community engagement.</li> <li>Enabled development will incorporate greater family homes to reflect community priorities.</li> </ul>				<ul style="list-style-type: none"> <li>Perceptions of Northampton by residents, visitor and businesses.</li> <li>Increased land values.</li> <li>Increased number of visitors to heritage sites and venues.</li> </ul>													
Strategic Alignment																	
Investment Principles				Objectives													
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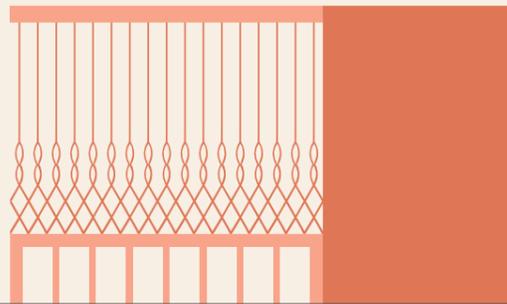
# Four Waterside

TIP Funding  
**£1.5 million**

Total Funding  
**£75 million**

Accountable Body  
**NBC/WNC**

Delivery  
**June 2026**



Rationale				Outcomes												
<ul style="list-style-type: none"> <li>The project meets an identified need for high-quality commercial premises in Northampton.</li> <li>Redevelopment of a strategically located vacant plot on the gateway to the town near the station.</li> <li>The project will break the cycle of low office rents constraining commercial development and help accelerate wider development on the Enterprise Zone.</li> </ul>				<ul style="list-style-type: none"> <li>Improved perceptions of Northampton by businesses.</li> <li>Improved land values.</li> <li>New businesses investing in Northampton.</li> <li>Improved business count and survival rates.</li> </ul>												
Strategic Alignment																
Investment Principles				Objectives												
1		3					1	2	3	4	5	6	7	8	9	10

# 24 Guildhall Road Arts Centre

TIP Funding  
**£1.75 million**

Total Funding  
**£3.3 million**

Accountable Body  
**NBC/WNC in partnership with NN Gallery**

Delivery  
**Summer 2023**



Rationale				Outcomes													
<ul style="list-style-type: none"> <li>Investment will bring a redundant heritage building back into use as a new cultural venue and support regeneration of Northampton Town Centre.</li> <li>Affordable workspace and training facilities will provide much needed support for small and start-up creative businesses, addressing an identified need.</li> <li>A priority investment from the community consultation, investment will facilitate an expanded cultural offer across the town centre.</li> </ul>				<ul style="list-style-type: none"> <li>Improved perceptions of Northampton by businesses, residents and visitors.</li> <li>Improved land values.</li> <li>Increased number of visitors to cultural and heritage venues.</li> <li>Increased number of new learners assisted.</li> <li>Increased number of start-ups and/or scale-ups utilising business incubation, acceleration and co-working spaces.</li> <li>Business count and survival.</li> </ul>													
Strategic Alignment																	
Investment Principles				Objectives													
1		2		3				1	2	3	4	5	6	7	8	9	10

# Extension of 78 Derngate – The Charles Rennie Mackintosh Museum

TIP Funding  
**£400,000**

Total Funding  
**£800,000**

Accountable Body  
**78 Derngate Trust**

Delivery  
**Spring 2022**



Rationale				Outcomes												
<ul style="list-style-type: none"> <li>Extending a key visitor destination in the town centre. This will expand the cultural offer in the town – and boosting footfall and spend.</li> <li>A new publicly accessible outdoor space will be created in the town centre, another priority from the public consultation.</li> <li>Support the regeneration of the town by transforming a disused site to the rear of the museum.</li> </ul>				<ul style="list-style-type: none"> <li>Improved perceptions of Northampton by visitors, residents and businesses.</li> <li>Increased number of visitors to cultural and heritage venues.</li> <li>Improved land values.</li> </ul>												
Strategic Alignment																
Investment Principles				Objectives												
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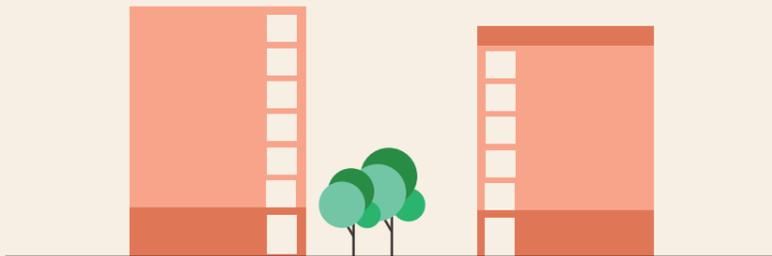
# Emporium Way

TIP Funding  
**£4.2 million**

Total Funding  
**£4.2 million**

Accountable Body  
**NBC/WNC**

Delivery  
**November 2023**



Rationale				Outcomes														
<ul style="list-style-type: none"> <li>Demolition of a poor and underutilised building to support the wider regeneration of Northampton.</li> <li>Enhance connection between Greyfriars and Market Square and support the future development of Greyfriars – a priority long-term investment for residents.</li> <li>Makers Market will support local creative businesses and complement other key cultural investment in the town.</li> </ul>				<ul style="list-style-type: none"> <li>Improved perceptions of Northampton by residents, visitors and businesses.</li> <li>Improved wider land values.</li> <li>Increased number of visitors to cultural and arts events.</li> <li>Increased local businesses trading in town centre.</li> <li>Increased footfall and expenditure.</li> </ul>														
Strategic Alignment																		
Investment Principles					Objectives													
1		2		3		4			1	2	3	4	5	6	7	8	9	10
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# Skills and Social Enterprise Development Fund

TIP Funding  
**£500,000**

Total Funding  
**£500,000**

Accountable Body  
**Partnership between NBC/WNC  
and Northampton Social Enterprise Town  
(NSET)**

Delivery  
**April 2025**



Rationale				Outcomes										
<ul style="list-style-type: none"> <li>• Social enterprise support will encourage and strengthen the local enterprise base and maximise community impacts.</li> <li>• Skills support will reduce barriers and improve links between TIP capital investment and our residents.</li> <li>• The potential contribution of social enterprise was identified through our stakeholder contribution.</li> <li>• NSET will help to inform the design and use of wider investments to better meet community needs.</li> </ul>				<ul style="list-style-type: none"> <li>• Learners assisted.</li> <li>• Increased number of social enterprises.</li> <li>• Greater residents from deprived communities benefiting from TIP investments.</li> </ul>										
Strategic Alignment														
Investment Principles				Objectives										
3					1	2	3	4	5	6	7	8	9	10
				As a revenue scheme, fewer objectives are directly supported. However, investment will embed community links and participation into the wider TIP investments.										

# Market Square

TIP Funding  
**£8.1 million**

Total Funding  
**£8.1 million**

Accountable Body  
**NBC/WNC**

Delivery  
**April 2023**



Rationale	Outcomes
<ul style="list-style-type: none"> <li>• Re-establish Market Square as the heart of Northampton town centre.</li> <li>• Provide high quality civic space to drive footfall, promote investment and encourage activity in the town centre.</li> <li>• Complementing and linking wider TIP investments in the heart of the town centre.</li> <li>• Address concerns over safety, crime and antisocial behaviour – a major priority from our public consultation.</li> </ul>	<ul style="list-style-type: none"> <li>• Improved perceptions by residents, businesses and visitors.</li> <li>• Increased wider land values.</li> <li>• Increased town centre footfall and spend.</li> </ul>

Strategic Alignment																	
Investment Principles				Objectives													
1		2		4				1	2	3	4	5	6	7	8	9	10

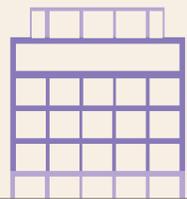
# Waterloo House

TIP Funding  
**£4.1 million**

Total Funding  
**£4.1 million**

Accountable Body  
**NBC/WNC**

Delivery  
**Spring 2023**



Rationale				Outcomes												
<ul style="list-style-type: none"> <li>The existing building is in a poor condition and without investment will remain under-utilised.</li> <li>Redevelopment is unviable given prevailing town centre commercial rents.</li> <li>The prominent location and improved active frontages on Market Square will support wider TIP investments.</li> <li>High quality commercial and co-working space in town centre will support local enterprises to collaborate and grow.</li> </ul>				<ul style="list-style-type: none"> <li>Improved perceptions of Northampton by businesses.</li> <li>Improved land values.</li> <li>Increased number of enterprises utilising affordable and sustainable commercial workspaces.</li> <li>Increased number of start-ups using co-working space.</li> </ul>												
Strategic Alignment																
Investment Principles				Objectives												
1		3					1	2	3	4	5	6	7	8	9	10

# Programme Delivery

**The 12 projects together make a strong contribution to the investment themes and priorities of the towns fund as illustrated below.**

**Key**  
 Primary Theme  
 Secondary Themes

Projects	TIP Themes				
	Connectivity	Urban Regeneration	Arts, Culture and Heritage	Skills Infrastructure	Enterprise Infrastructure
Town Centre Public Realm					
41-45 Abington Street					
35-39 Abington Street					
Marefair Heritage Gateway					
Four Waterside					
24 Guildhall Road Arts Centre					
Extension of 78 Derngate – The Charles Rennie Mackintosh Museum					
Emporium Way					
St Peter’s and the Old Black Lion					
Skills and Social Enterprise Development Fund					
Market Square					
Waterloo House					

**Programme Management**

Northampton Borough Council is the accountable body for this TIP on submission (11th December 2020). On 1st April 2021 the new West Northamptonshire Council (WNC) will replace Northampton Borough Council, however the shadow authority overseeing this transition has been consulted at key milestones throughout the preparation of the Town Investment Plan and is committed to its delivery.

**Business Case Development**

Following agreement of Heads of Terms, NBC via its project management resource will develop full business cases covering the 12 investments, acting as the accountable body but working where necessary in partnership with partners.

Project leads will be responsible for the development of individual business cases, with an assurance role played by the Programme Manager. The Programme Manager will manage this through NBC’s Green Book-compliant assurance processes. The business cases will set out:

- The Strategic Case including demonstration of need and market failure, and alignment with objectives of the Towns Fund
- The Economic Case demonstrating impacts of the scheme and value for money
- The Financial Case demonstrating affordability
- The Commercial Case demonstrating deliverability
- The Management Case outlining capability and management arrangements

The business case development process will draw on support from external consultants as required. In parallel, activities to refine the design and options for projects will continue, as will further community and stakeholder engagement on the proposals and options.

The Critical Success Factors used for the project prioritisation process has ensured that the TIP includes projects that have the potential to satisfy the five cases. In some cases, Business Cases are complete or underway.

We will work with advisers from the Towns Fund Hub to confirm the approach for business case development (for example, the potential to package up complementary investments into a single business case) and to provide assurances that the process adopted is robust and in line with the requirements of the Towns Fund.

**Delivery and Management**

The Towns Fund project team has a strong and demonstrable track record in delivering major, transformational projects. The Council has put in place the arrangements for successful delivery of the interventions, including: a robust governance structure, risk and change management plan, and a system for monitoring and evaluating post-delivery benefits. The Town Investment Plan will be delivered initially by Northampton Borough Council with support from its partners, and then by the new West Northamptonshire Council. Members of the new authority have been involved in the development of the TIP through the Northampton Forward Board which will continue to act as the Programme Delivery Board for the TIP.

This approach is aligned two quality frameworks – the Council’s Code of Corporate Governance<sup>9</sup> which is based on national best practice framework developed by CIPFA/SOLACE (2007), and our Performance Management Framework – and will align with all new Unitary frameworks.

9. <https://www.northampton.gov.uk/info/200033/councillors-and-committees/1015/borough-secretary-and-monitoring-officer/3>

# TIP Investment Profile

Projects	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Town Centre Public Realm						
41-45 Abington Street						
35-39 Abington Street						
Marefair Heritage Gateway						
Four Waterside						
24 Guildhall Road Arts Centre						
Extension of 78 Derngate – The Charles Rennie Mackintosh Museum						
Emporium Way						
St Peter’s and the Old Black Lion						
Skills and Social Enterprise Development Fund						
Market Square						
Waterloo House						



# Northampton Town Investment Plan



**NORTHAMPTON**  
BOROUGH COUNCIL

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