

Council

Thursday 28 September 2017

CONFIRMATION OF CABINET AND COMMITTEE RECOMMENDATIONS AND RELEVANT ORIGINATING BACKGROUND PAPERS

ITEM ON SUMMONS	CABINET / COMMITTEE RECOMMENDATION	ORIGINATING REPORT
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Recommendation Cabinet
I:
(13 July 2017)

8.	COMMUNITY SAFETY AND VIOLENCE VULNERABILITY AND EXPLOITATION STRATEGY	Report of Divisional Director, Strategic Commissioning (Pages 3 - 102)
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Recommendation Cabinet
I:
(13 July 2017)

9.	CORPORATE PARENTING STRATEGY	Report of Corporate Director, People (Pages 103 - 130)
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Recommendation Cabinet
I:
(14 September
2017)

10. USE OF RETAINED RIGHT TO BUY RECEIPTS Report of Divisional Director, Housing (Pages 131 - 194)
-

Recommendation Pension Fund
I: Committee
(28 June 2017)

11. PENSION FUND COMMITTEE - ROLE OF CO-OPTEE Report of Director of Finance (Pages 195 - 198)
-

Recommendation Pension Fund
I: Committee
(18 September
2017)

12. IMPLEMENTATION OF THE MARKETS IN FINANCIAL INSTRUMENTS DIRECTIVE (MiFID II). Report of Director of Finance (Pages 199 - 218)
-



REPORT FOR: CABINET

Date of Meeting:	13 July 2017
Subject:	Community Safety, Violence, Vulnerability and Exploitation Strategy
Key Decision:	Yes
Responsible Officer:	Alex Dewsnap, Divisional Director of Strategic Commissioning
Portfolio Holder:	Councillor Varsha Parmar, Portfolio Holder for Public Health, Equality and Community Safety
Exempt:	No
Decision subject to Call-in:	No, as the decision is reserved to Council
Wards affected:	All
Enclosures:	<ol style="list-style-type: none">1. Community Safety, Violence, Vulnerability and Exploitation Strategy2. Annual Crime Report3. Reference from Overview and Scrutiny Committee

Section 1 – Summary and Recommendations

This report sets out the strategic vision of Harrow's Community Safety Partnership in the Annual Community Safety, Violence, Vulnerability and Exploitation Strategy for 2017-2020.

Recommendation:

Cabinet is requested to:

- 1) Recommend endorsement and adoption of the Community Safety Strategy 2017-2020 to Council; and
- 2) Authorise the Portfolio Holder for Public Health, Equality & Community Safety to make minor amendments to the draft report, in conjunction with Harrow Community Safety Partnership, Safer Harrow, for presentation to Harrow Full Council meeting in September 2017.

Reason: To endorse the Safer Harrow Partnership's Community Safety Strategy 2017-2020 and adopt it as Harrow Council's Community Safety Plan.

Section 2 – Report

Introductory paragraph

All Community Safety Partnerships are required by law to conduct an annual assessment of crime, disorder, anti-social behaviour, substance misuse and reoffending within the borough. This is known as the Strategic Assessment. The Strategic Assessment is then used to produce the partnership's Community Safety Strategy. The last Community Safety Strategy was published in 2016 and is refreshed on an annual basis. However, with a new Mayor in post, the priorities from the previous Mayor's Office for Policing and Crime (MOPAC) 7 crimes have changed significantly¹, which involves the replacement of the previous Mayor's crime targets in favour of a thematic approach which gives local areas greater control of local police priorities.

This Community Safety and Violence, Vulnerability and Exploitation (VVE) Strategy sets out the Council's vision for tackling community safety in Harrow and takes into account the recommendations from two substantial reviews; the Home Office led Ending Gang and Youth Violence peer review in 2015 and the Local Assessment Process (LAP) in 2016, which addressed the issue of gang and youth violence locally. Furthermore, given that there is now a new strategic approach from the Mayor to policing and crime, there are clear synergies with the VVE agenda in general and also with domestic and sexual violence under the '*Tackling Violence Against Women and Girls*' theme. This Strategy will therefore include our vision for Domestic and Sexual Violence.

The following high volume crimes have been prioritised following a significant increase in these areas and in agreement with the Mayor's Office for Policing and Crime (MOPAC):

1. *Burglary*
2. *Non-domestic violence with injury*

¹ MOPAC 7 crimes are: Violence with injury; Robbery; Burglary; Theft of a motor vehicle; Theft from a motor vehicle; Theft from a person; Criminal damage

3. *Anti-social behaviour (ASB)*

The Strategy also has a strong focus on the following aspects of high harm crime which reinforce the commitment to tackle violence, vulnerability and exploitation in the borough. This also firmly echoes the current Mayor's priorities, and includes a renewed focus on tackling Youth Violence. The following areas are seen as priorities in Harrow:

1. *Youth violence and knife crime (including gang crime, and Child Sexual Exploitation)*
2. *Domestic and sexual abuse*
3. *Drug and alcohol misuse (including tackling the supply of illegal substances, and targeted support for ex-prisoners)*
4. *Extremism and hate crime*

Options considered

No other option has been considered as it is a statutory requirement for Council to produce an Annual Community Safety Plan. The new Strategy has been updated to reflect changes in the Mayor's Office for Policing and Crime priorities.

Risk Management Implications

There are none specific to this report.

Legal Implications

The Crime and Disorder Act 1998 , as amended by the Police and Crime Act 2009 requires that the Partnership be set up, and the formulation of the strategy is required under s6 of the Crime and Disorder Act 1998.

The plan , formulated with the relevant partner agencies , must address

- (a) a strategy for the reduction of re offending, crime and disorder and for combating substance misuse in the area
- (b) the priorities identified in the strategy for the previous year
- (c) steps necessary for responsible authorities to implement the strategy and meet priorities
- (d) How resources should be allocated to implement the strategy and meet priorities
- (e) steps for each responsible authority to take to measure its success to implement strategies and meet priorities
- (f) steps strategy group proposes to comply with community engagement obligations, considering the extent that people in the area can assist in reducing re offending, crime and disorder and substance misuse, and publicising that partnership plan.

S17 of the Act imposes a duty on the Council when exercising its functions to have due regard to the likely effect of the exercise of those functions on, and the need to prevent, crime and disorder , misuse of drugs, alcohol and other substances and re offending.

Financial Implications

All Councils have received funding under the MOPAC London Crime Prevention Fund (LCPF) to tackle priorities in the new London Police and Crime Plan. Harrow has been allocated £266,525 in year 1, and £186,376 in year 2 (after a 30% MOPAC top slice), which gives us a combined 2 year allocation of £452,628. As part of this, we have approved funding aimed at a programme of Violence, Vulnerability and Exploitation projects which will help us respond to the gangs peer review, and the rise in youth violence that we are seeing in the borough.

All other activities will be met within existing budgets.

Equalities implications / Public Sector Equality Duty

No; equality implications may have to be considered on implementation of the recommendations.

Council Priorities

The Council's vision:

Working Together to Make a Difference for Harrow

This Strategy relates to the corporate priorities of:

- Protect the most vulnerable and support families

Section 3 - Statutory Officer Clearance

Name: Dawn Calvert	<input checked="" type="checkbox"/>	on behalf of the Chief Financial Officer
Date: 15 June 2017		
Name: Sharon Clarke	<input checked="" type="checkbox"/>	on behalf of the Monitoring Officer
Date: 14 June 2017		

Ward Councillors notified:	NO, as it impacts on all Wards
EqIA carried out:	YES
EqIA cleared by:	Alex Dewsnap – DETG Chair, Resources & Commercial Directorate

Section 4 - Contact Details and Background Papers

Contact: Shumaila Dar, Policy Office, x.2820
Shumaila.dar@harrow.gov.uk

Background Papers: EqIA

Call-In Waived by the Chair of Overview and Scrutiny Committee	NOT APPLICABLE <i>[Call-in does not apply as the decision is reserved to Council]</i>
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**Community Safety,
Violence
Vulnerability and
Exploitation Strategy
2017 – 2020**

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Foreword

On behalf of Safer Harrow, the Harrow Community Safety Partnership, I am pleased to introduce Harrow's Community Safety and Violence, Vulnerability and Exploitation Strategy for 2017-2021. This year we are presenting a Community Safety Strategy that is different from last year's Strategy, which was based around the seven crime priorities from the Mayor's Office for Policing and Crime such as robbery, theft from vehicles and burglary (known as the MOPAC 7).

Following consultation on a new Police and Crime Plan, the Mayor has significantly changed his priorities for London, which involves the scrapping of the MOPAC 7 crime targets in favour of a thematic approach which gives local areas greater control of local community safety priorities. This new approach will ensure that police and councils are focused on the issues of greatest concern in their areas and that serious, high-harm, high vulnerability crimes that are a priority for the whole city are more central to our local approach. Within our strategy we still have a clear commitment to tackle high volume crime such as burglary, but we have also given a greater focus to what are low-volume but high harm crimes, which include youth violence, domestic abuse and drug and alcohol misuse. Given this greater focus on high harm crimes, we have also taken the decision to merge our Domestic and Sexual Violence Strategy (which would be up for renewal this year) into a single overarching Community Safety and Violence, Vulnerability and Exploitation Strategy.

Under my leadership, Safer Harrow will continue to work to address those high volume crimes which have seen an increase in the last year, including burglary, non domestic violence with injury, and anti-social behaviour, whilst ensuring we are tackling the high-harm crimes. Through this approach I feel we are firmly echoing the Mayor's priorities, which includes a renewed focus on tackling knife crime and youth violence, which also builds on recommendations from a Home Office led Ending Gangs and Youth Violence Peer Review which took place in 2015, and is clearly in my view aimed at delivering better outcomes for Harrow residents and making Harrow as a place safer for everyone.

Councillor Varsha Parmar

Portfolio Holder, Public Health, Equality and Community Safety

Chair, Safer Harrow

Introduction

The Council's vision is "working together to make a difference for Harrow". This is particularly relevant to the work of Harrow's Community Safety Partnership, Safer Harrow. The Partnership brings together many organisations that contribute to our ambition of making Harrow the Safest Borough in London. We are working together to achieve better and safer outcomes for people who live, work, and study in the borough.

All Community Safety Partnerships are required by law to conduct an annual assessment of crime, disorder, anti-social behaviour, substance misuse and reoffending within the borough. This is known as the Strategic Assessment. The Strategic Assessment is then used to produce the partnership's Community Safety Plan. The last Community Safety Strategy was published in 2016 and is refreshed on an annual basis. However, with a new Mayor in post, the priorities from the previous Mayor's Office for Policing and Crime (MOPAC) 7 crimes have changed significantly¹, which involves the replacement of the previous Mayor's crime targets in favour of a thematic approach which gives local areas greater control of local police priorities.

This new approach is designed to ensure that police, councils, and other partners are focused on the issues of greatest concern in their areas and that serious, high-harm, high vulnerability crimes that are a priority for the whole city are not overlooked. The new themes in the Mayor's Police and Crime Plan 2017-21 are:

- Neighbourhood Policing
- Keeping Children and Young People Safe
- Tackling Violence Against Women and Girls
- Criminal Justice that Works for London
- Hate Crime

This Community Safety and Violence, Vulnerability and Exploitation (VVE) Strategy sets out the Council's vision for tackling community safety in Harrow and takes into account the recommendations from two substantial reviews; the Home Office led Ending Gang and Youth Violence peer review in 2015 and the Local Assessment Process (LAP) in 2016,

¹ MOPAC 7 crimes are: Violence with injury; Robbery; Burglary; Theft of a motor vehicle; Theft from a motor vehicle; Theft from a person; Criminal damage

which addressed the issue of gang and youth violence locally. Furthermore, given that there is now a new strategic approach from the Mayor to policing and crime, there are clear synergies with the VVE agenda in general and also with domestic and sexual violence under the '*Tackling Violence Against Women and Girls*' theme. This Strategy will therefore include our vision for Domestic and Sexual Violence.

In taking forward the proposed Community Safety and VVE Strategy the following partners have been consulted through Safer Harrow:

- Environmental Crime / Community Safety (Public Protection)
- Children's Services (YOT, Early Intervention)
- Housing
- Domestic and Sexual Violence
- Local Safeguarding Children's Board
- Safeguarding Adults Services
- Police
- Public Health
- Probation
- Community Rehabilitation Company
- Health partners
- London Fire Brigade

Local Context

Harrow prides itself in being one of the most ethnically and religiously diverse boroughs in the country with people of many different backgrounds and life experiences living side by side. It is the richness of this diversity, and the positive impact that it has on the borough and our community, that we believe helps make Harrow such a great place to live, work and visit. 69.1% of residents classify themselves as belonging to a minority ethnic group and the White British group forms the remaining 30.9% of the population, (down from 50% in 2001). The 'Asian/Asian British: Indian' group form 26.4% of the population. 11.3% are 'Other Asian', reflecting Harrow's sizeable Sri Lankan community, whilst 8.2% of residents are 'White Other', up from 4.5% in 2001. In terms of religious belief, Harrow had the third highest level of religious diversity of the 348 local authorities in England or Wales. The borough had the highest proportion of Hindus, Jains and members of the Unification Church, the second highest figures for Zoroastrianism and was 6th for Judaism. 37% of the population are Christian, the 5th lowest figure in the country. Muslims accounted for 12.5% of the population.

Harrow has a population of 247,130 people² which has grown over the last decade by 11.8%. This is above the UK average annual population increase rate over the same time period. 49.8% of the population are male, whereas 50.2% of Harrow's residents are female. Harrow is an affluent borough with pockets of deprivation mainly around the centre, the south and east of the borough; including the wards, Roxbourne, Greenhill, Marlborough, Harrow Weald, and Wealdstone, which also has the highest level of income deprivation in the borough. Harrow's least deprived areas are largely found in the north and west of the borough.

² According to 2015 Mid-Year Population Estimates

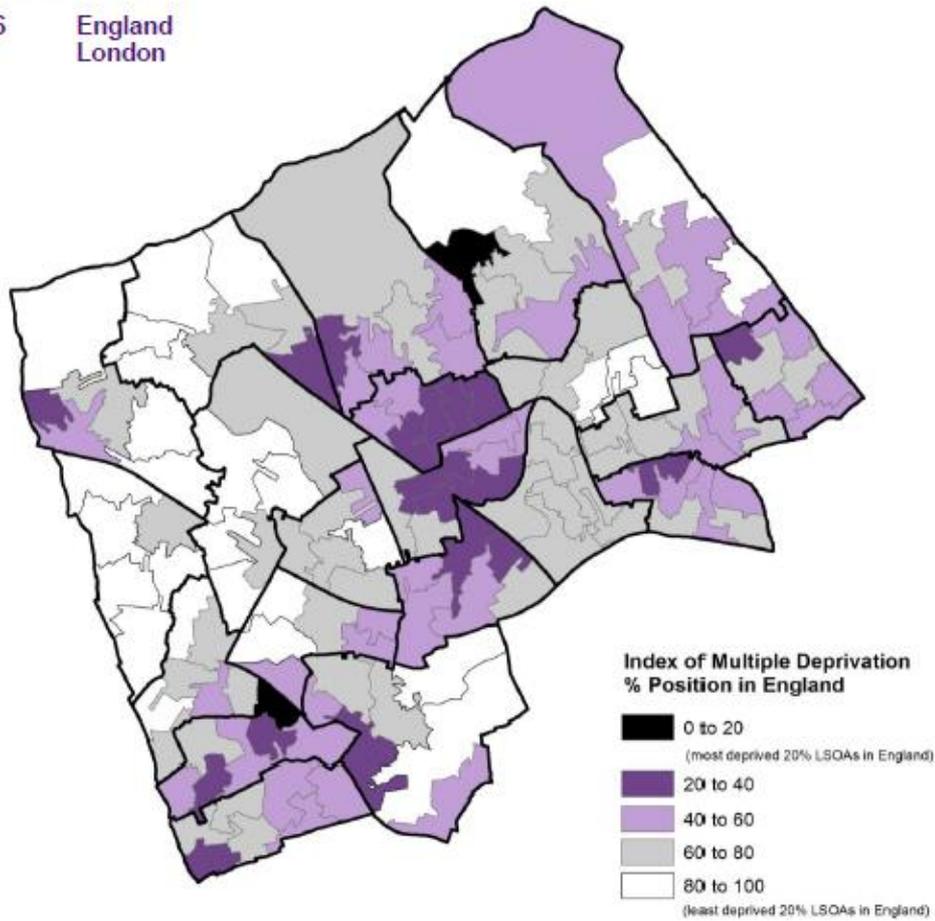


Figure 1 – Deprivation in Harrow based on the Index of Multiple Deprivation, 2015

Employment levels in Harrow are generally good, and Harrow has seen a reduction in unemployment and the number of long term unemployed claimants. However, a number of residents are low paid and have low functional skills. The employment deprivation domain within the 2015 Index of Multiple Deprivation (IMD) indicates 12,083 of Harrow's residents experiencing employment deprivation. This includes people who would like to work but are unable to do so due to unemployment, sickness or disability, or caring responsibilities.

Overall, Wealdstone is Harrow's most deprived ward for employment deprivation, closely followed by Roxbourne. Unemployment figures are highest in Greenhill, Wealdstone and Roxbourne wards. Employment deprivation is generally concentrated in areas with higher levels of social housing, such as the Rayners Lane Estate in Roxbourne; the Headstone Estate in Hatch End and Harrow Weald; the Woodlands and Cottessmore Estates in Stanmore Park; and the former Mill Farm Close Estate in Pinner.³

³ Harrow Council (2017) *Equality Matters: Reducing Inequality in Harrow*

It should be noted however that a report by London School of Economics (2016)⁴ suggests that the £140m regeneration programme in the Rayners Lane estate has brought positive changes to the estate. With residents saying that they think the estate is now 85% better than it was.

In terms of income deprivation, the Indices of Multiple Deprivation (IMD) Income Deprivation scale indicates that 30,733 of Harrow's residents are currently experiencing income deprivation. Wealdstone is Harrow's most deprived ward for this measure and for income deprivation affecting children, closely followed by Roxbourne, then Marlborough and Harrow Weald. Over a fifth of Harrow's residents are in low paid jobs. In part this relates to the business composition of the borough, with small businesses paying less than larger companies and in part due to a significant number of residents having low skills⁵.

In terms of child poverty⁶, Within Harrow, the highest proportions of the population without qualifications or with low level qualifications are in Kenton East, Edgware, Roxbourne and Roxeth. Poor language skills are a major barrier to progressing in the workplace. Harrow was one of 25 local authority areas identified by the Department for Communities and Local Government as an area with high levels of need for English Language provision. 28.5 % of Harrow's residents have a foreign first language. In 15.9 % of households English is not the main language of any household occupants, the 10th highest ranking nationally and much higher than the national level of 4.3 %. The 2011 census showed 1% of Harrow residents unable to speak English at all, compared to 0.6% for London and a national figure of 0.3%.

In terms of child poverty, 17% (London average 17%) children are living in poverty in Harrow before housing costs, and this rises to 27% (London average 37%) after housing costs in Harrow (Dec 2015)⁷. Child poverty has long-lasting effects. By the time children reach GCSE-age, there is a 28 per cent gap between children receiving free school meals

⁴ LSE, (2016) *Moving on without moving out: the impacts of regeneration on the Rayners Lane Estate*

⁵ CLG, *Indices of Deprivation 2015*, Crown Copyright

⁶ Poverty in this document refers to the *relative* poverty measure (defined by Peter Townsend as "Resources that are so seriously below those commanded by the average individual or family that they are, in effect, excluded from ordinary living patterns, customs and activities."). The definition of poverty used in this document is: *Families which have £79 less per week than families on average income.*

⁷ <http://www.endchildpoverty.org.uk/poverty-in-your-area-2016/>
<https://www.gov.uk/government/statistics/households-below-average-income-199495-to-201516>

(FSM) and non FSM in terms of the number achieving at least 5 A*-C GCSE grades. Families in Harrow experience poverty for a variety of reasons, but its fundamental cause is not having enough money to cope with the circumstances in which they are living. A family might move into poverty because of a rise in living costs, a drop in earnings through job loss or benefit changes. Children in large families are at a far greater risk of living in poverty – 34% of children in poverty live in families with three or more children.

Schools in Harrow are; on the whole, among the best performing in the country which has been maintained over a number of years, with 95% being judged as Good or Outstanding (31st August 2016). However, inequalities in education exist in Harrow, particularly amongst children with special educational needs (SEN), those eligible for FSM, and specific ethnic groups. There is a wider gap between pupils who have special educational needs and their peers at Key Stage compared to the national average. Additionally, children who receive FSM show less progress across all subjects between Key Stage 1 and Key Stage 2 compared to their peers.

In terms of public voice and victim satisfaction, *Harrow is currently recording 79% victim satisfaction (ranked 20th in London) and 64% ‘good job’ confidence levels for residents of the borough (27th of the 32 London boroughs);* this is according to data published by the Mayor’s Office for Policing and Crime.

Between October 2015 and September 2016, a total of 13,631 crimes were recorded in Harrow, this equates to 1.79% of all crime reported in Greater London and was the sixth lowest of actual crimes reported.

The table below shows the difference in crime rate between Harrow and our neighbouring boroughs from October 2014-September 2015 and October 2015-September 2016. Hillingdon has shown the greatest reduction in the crime rate between the same two time periods and Ealing’s reduction was slightly lower than Harrow’s. Barnet showed a similar increase to Harrow and Brent recorded the largest increase in the area.

Total offences	October 2014-September 2015		October 2015-September 2016		% Change
	Offences	Rate (per 1,000)	Offences	Rate (per	

				1,000)	
Hillingdon	21921	73.63	22415	75.29	2%
Ealing	26775	78.05	27877	81.26	4%
Harrow	12598	50.98	13631	55.16	8%
Barnet	24002	63.21	25824	68.01	8%
Brent	24833	76.64	27540	85.00	11%
Greater London	727488	83.87	758919.00	87.50	4%

Figure 2: Rate change showing the change in percentage when comparing crime per 1,000 population

Crime increased by 8% compared to the same period of time the previous year; this is higher percentage increase than Greater London as a whole, where crime increased by just 4%.

Progress under the Mayor's Office for Policing and Crime (MOPAC) 7 crimes

This section reports on progress made against 6 of the 7 previous MOPAC 7 crimes, which includes, Violence with injury; Robbery; Theft of a motor vehicle; Theft from a motor vehicle; Theft from a person; Criminal damage. As Burglary has increased considerably in Harrow this has been identified as a strategic objective in this strategy and will be looked at in more detail in the Strategic Objectives chapter.

Violence with Injury includes a range of offences including murder, wounding / grievous bodily harm (GBH) and assault with injury, and there were 1,327 offences that took place in relation to this indicator from October 2015 to September 2016. There has been a reduction of 4 offences (or 0.3%) compared to the same period in the previous year (see table below). However, data on victims of knife crime shows an increase over the same period (see below) which corresponds with experience of local police and other front line staff.

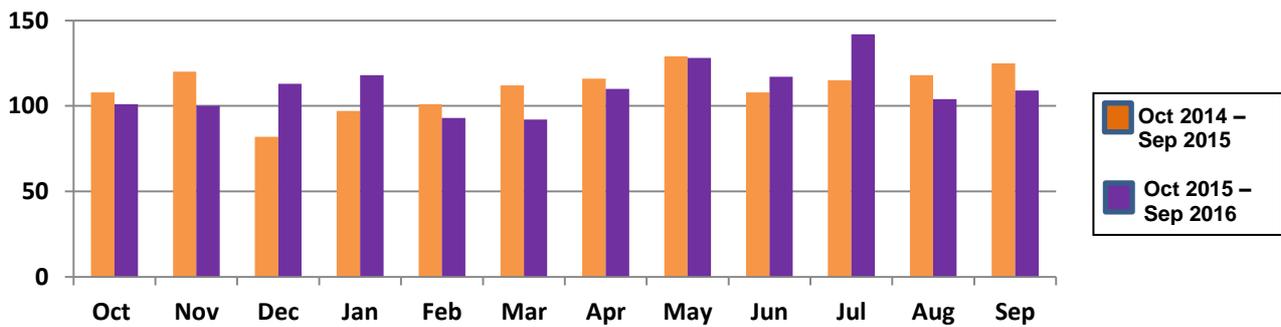


Figure 3 – Violence with injury offences (number) between October 2015 and September 2016 compared to the previous year

Incidences of *Robbery* (including crimes such as theft with the use of force or a threat of force, personal robberies, commercial robberies snatch), have increased significantly by 22.2%, with 391 offences being recorded this year compared to 320 offences being recorded in in the previous year.

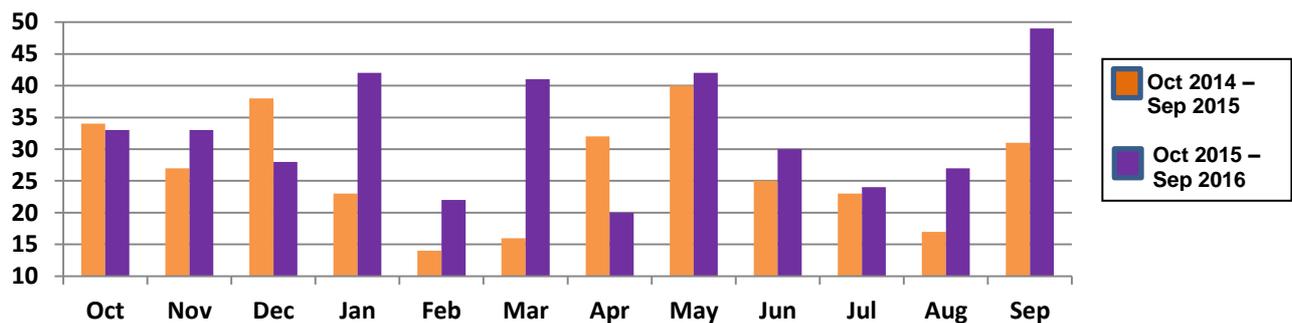


Figure 4 – Robbery offences between October 2015 and September 2016 compared to the previous year

Theft of a motor vehicle has seen the largest increase in percentage terms of all of the MOPAC indicators, having increased 44% in the last year in the same reporting period. When looking at this in a population context, this translates to an increase of 0.36 per 1000 population.

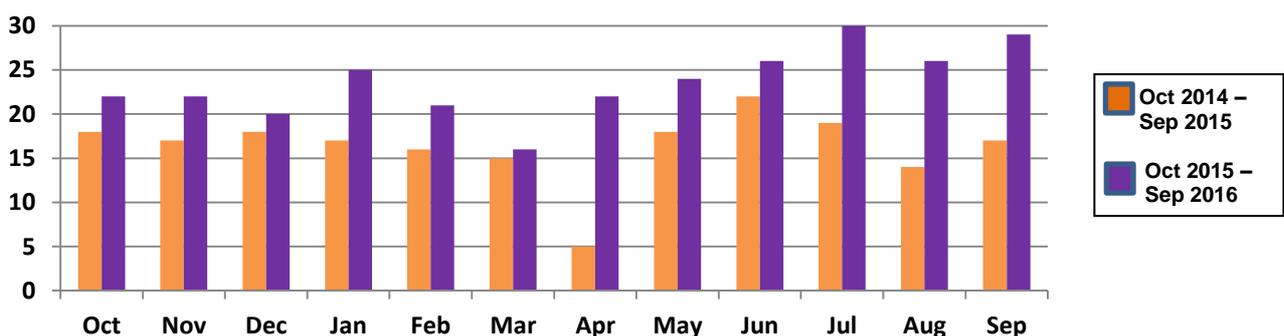


Figure 4 – Theft of a motor vehicle offences between October 2015 and September 2016 compared to the previous year

There were a total of 1,133 offences relating to *theft from a motor vehicle* between October 2015 and September 2016, which is an increase of 6% compared to the previous year.

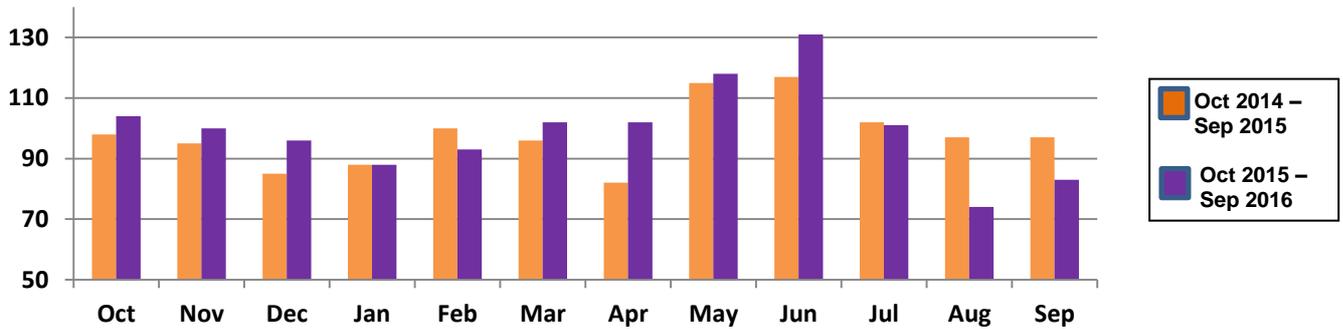


Figure 5 – Theft from a motor vehicle offences between October 2015 and September 2016 compared to the previous year

346 offences in relation to *theft from a person* took place during the last year; this has risen by 21.4%, and is a significant increase.

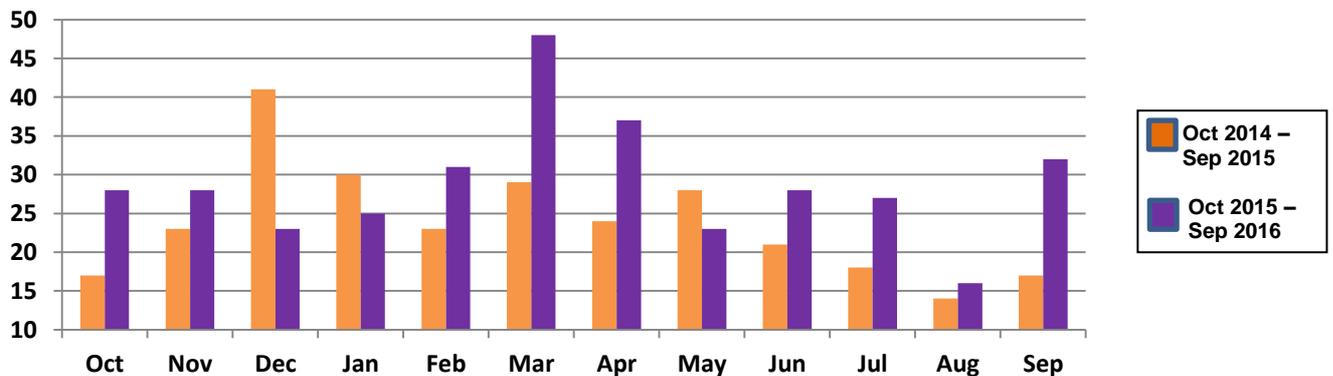


Figure 6 – Theft from a person offences between October 2015 and September 2016 compared to the previous year

Criminal damage includes offences such as damage to a dwelling, damage to other buildings, damage to a motor vehicle and other criminal damage offences. There were a total of 1,192 offences this year, which translates to a small increase of 1.7% or 20 additional offences.

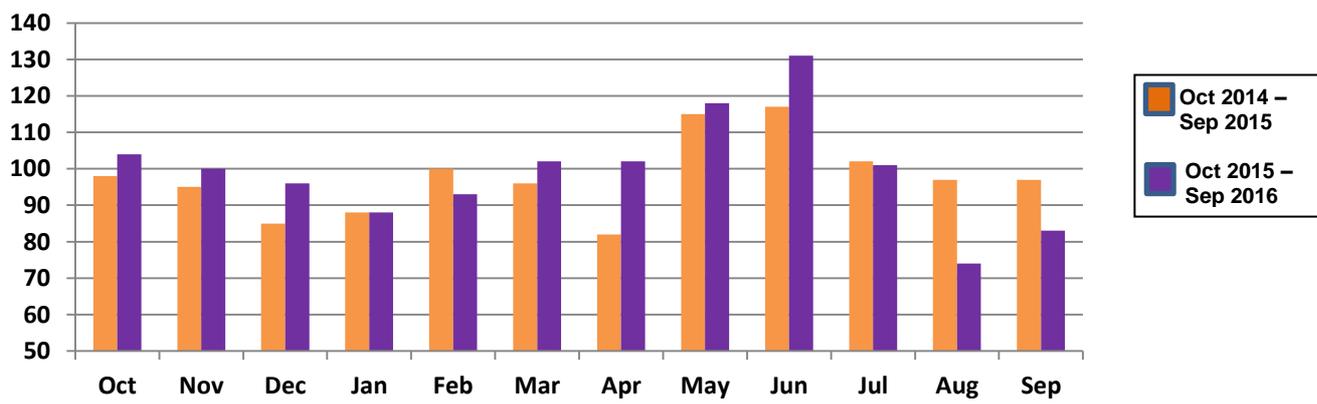


Figure 7 – Criminal damage offences between October 2015 and September 2016 compared to the previous year

Strategic Objectives

Our aim is to deal with the cause of crime and not just the problem itself through the continuation of our services across the partnership and a distinct set of projects which work with perpetrators and those on the edge of crime. Harrow's strategic objectives are two-fold, and based around intelligence gathered from the previous Mayor's Office for Policing and Crime (MOPAC) 7 crimes and around anecdotal accounts such as the rise in youth violence and gang-related activity, which has given us an understanding of what is important in Harrow. Our focus for the next four years will be based on two strategic areas; *high volume crime*, which include crimes that have seen a significant increase in the last year, and *high harm crime*, which encompass Harrow's central commitment to tackle *Violence, Vulnerability and Exploitation (VVE)* in the borough.

We understand that while there are many indicators of high harm crime, the nature of the root causes are not always understood. There has never been a more critical time to explore the strong link between the complex needs of vulnerable young people who are at risk of being exploited and individuals who take to offending. However, vulnerability isn't just limited to people, and at times local areas can turn into crime hotspots and vulnerability can become concentrated into particular areas, where people are more likely to become victims of both high volume and high harm crimes. By putting VVE at the core of our strategy we plan to reduce crime in the borough not just through enforcement and convictions but by also working with those people who are vulnerable to being brought into association with crime either as a perpetrator or as victim (and in some instances both).

We pledge to make Harrow the safest place to live for all those who live, work, and study in the borough and this will be achieved through a distinct set of strategic objectives set out below:

High volume crime

The following crimes will be prioritised following a significant increase in these areas and in agreement with the Mayor's Office for Policing and Crime (MOPAC):

1. *Burglary* – To reduce the number of burglaries and fear of crime in the borough and increase public confidence in the police;

2. *Non-domestic violence with injury* – To reduce the number of incidents of grievous bodily harm and actual bodily harm (NB, this is still an emerging theme with MOPAC, but in devising our strategy and concentrating on high harm crime, we believe we will cover non-domestic violence with injury with the areas in our delivery plan)

3. *Anti-social behaviour (ASB)* – To reduce the number of anti-social behaviour incidents that occur in the borough and ensure victims get the support they need.

High harm crime

We will have a strong focus on the following aspects of high harm crime which reinforce our commitment to tackle violence, vulnerability and exploitation in the borough. This also firmly echoes the current Mayor's priorities, and includes a renewed focus on Anti-Social Behaviour and Youth Violence.

1. *Youth violence and knife crime* –
 - a. To reduce the number of young people involved in youth violence and gang crime and to decrease the number of young people carrying offensive weapons,
 - b. To embed a cultural shift within the schools on the issues of sexual assault, child sexual exploitation and digital exploitation, and to promote a culture of awareness of child sexual exploitation;

2. *Domestic and sexual abuse* – To provide critical support to the most vulnerable members of our community who are affected by domestic and sexual violence and female genital mutilation;

3. *Drug and alcohol misuse* –
 - a. To reduce the number of young people involved in the supply of illegal substances and to build resilience in young people so that they are able to spot the signs of dealer grooming;

b. To reduce alcohol and drug-related reoffending via targeted early support and treatment for ex-prisoners;

4. *Extremism and hate crime* – To prevent young people from being drawn into terrorism; and to improve hate crime reporting rates.

High Volume Crime

1. Burglary

The Indices of Deprivation (IMD) Crime Domain and Burglary, Robbery, Violence with Injury and ASB Data from 2015-16 provides a list of wards in which residents are most at risk of crime victimisation. The following wards feature in both top 7 most at-risk lists: Greenhill, Edgware, Marlborough, Roxeth, Harrow on the Hill, Roxbourne, and Queensbury. Analysis of these wards shows a particular peak in some crime during the winter months when clocks go back and the nights get longer, making homes an easier target. Notably, Edgware, which is the 2nd most at risk according to BRVA data, and is also 1st in the IMD Crime Domain. Furthermore, 6 out of 10 of the most deprived wards according to the Index of Multiple Deprivation (IMD) are also in the top 10 wards at the highest risk of crime based on the BRVA measurement. These are, Roxbourne, Greenhill, Marlborough, Edgware, Roxeth, and Harrow on the Hill. This suggests a correlation between deprivation and crime levels.

There were a total of 2,025 burglary offences between October 2015 and September 2016. This is a significant increase when compared to the same period in the previous year, and translates to a 27% increase or 489 additional offences in this period. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

Burglary	October 2014 - September 2016		October 2015 – September 2016		Offences Change	% Change
	Offences	Rate (per 1,000)	Offences	Rate (per 1,000)		
Ealing	2782	8.11	2542	7.41	-240	-9%
Hillingdon	2471	8.30	2064	6.93	-407	-16%
Barnet	3700	9.74	3707	9.76	7	0%
Brent	2660	8.21	2747	8.48	87	3%
Harrow	1586	6.42	2025	8.19	439	28%
Greater London	58768	6.78	69456	8.01	10688	18%

Table 1 – Burglary offences in Harrow and neighbouring boroughs

The chart below shows the number of offences recorded in Harrow during each month between October 2015 and September 2016 (purple) compared to the previous year (orange).

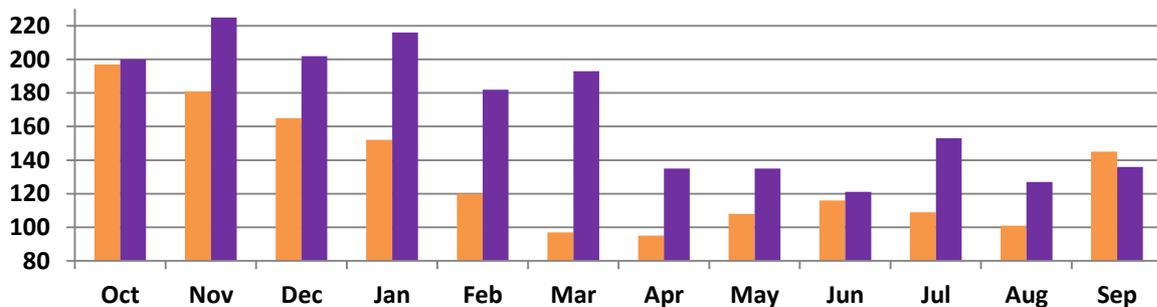


Figure 8 – Burglary offences between October 2015 and September 2016 compared to the previous year

Harrow Police have launched a campaign called ‘Autumn Nights’ which is aimed at increasing public confidence and reduction of a fear of crime, as well as a reduction of burglaries itself. This project aims to:

- Provide a lawful and proportionate policing response to the anticipated rise in residential burglary during the darker nights of the autumn

- Prevent burglary and provide a reasonable and proportionate response if a burglary is committed
- Work together with partner agencies

In preparation for this campaign, police teams will be working to identify vulnerable people and burglary and theft 'snatch' hotspots across the borough. Once launched, the campaign will provide specific Intelligence and the tasking of Safer Neighbourhood Teams, including fortnightly street briefings and weekly contact with hard to reach groups, community events, faith premises, and sellers which include supermarkets. In addition to this, literature and other publicity material will be used to promote anti-burglary messages, which typically increase as the clocks go back and the nights are longer.

The police also plan on increasing signage on roads, raising awareness of panic alarms and light timers and ensure there is higher visibility in burglary areas, including the deployment of high visual cycle patrol officers who will cover high-risk areas at particular times of the day or night. In addition to this, METRACE will continue to be rolled out to priority areas. The police commit to working closely with the Council to make best use of opportunities to use CCTV intelligence.

With regards to intervention and prevention at schools, dedicated Schools Officers already exist, and the aim is to ensure all Schools Officers discuss concerns in relation to the misuse of fireworks and 'trick or treating' and highlight the consequences of offences. Following on from this the police will maintain a list of bail/curfew restrictions and carry out truancy patrols.

In the past the Autumn Nights campaign has proved successful in reducing burglaries during autumn when a number of religious festivals, including Navratri, Diwali, Hanukkah and Christmas occur. In 2015 the project was very popular with the community in reminding them to keep their home safe. However with such a great increase in burglary in the last year it is clear that there now needs to be a greater focus on this area.

In addition to this, the Harrow Safeguarding Adults Board (HSAB) has identified a priority for future work in tackling scams, door step crime and distraction burglary which relate to older and vulnerable people. Locally there have also been victims and the HSAB wants to get a better understanding of the numbers and is promoting the "little book of big scams"

(Home Office/Metropolitan Police) and “watch out for scams” (“National Trading Standards/Police) publications as widely in the borough as possible.

2. Non-domestic violence with injury

This is a new indicator for MOPAC and is recorded as allegations of grievous bodily harm, actual bodily harm, wounding, and assault with injury. We aim to address this through our commitment to tackling violence, vulnerability and exploitation in its general sense and this is explored in further detail in the next section.

The MOPAC Crime Dashboard⁸ shows an increase in Common Assault offences in the last 12 months, which make up 9.5% of total notable offences. Offences are highest in five wards in the south and centre of the borough, namely; Greenhill, Harrow on the Hill, Roxbourne, Marlborough and Roxeth wards. Over 43% of Common Assault offences across the borough occur in these five wards.

3. Anti-Social Behaviour

Anti-social behaviour covers a wide range of unacceptable activity that causes harm to an individual, to their community or to their environment. This could be an action by someone else that leaves a person feeling alarmed, harassed or distressed. It also includes fear of crime or concern for public safety, public disorder or public nuisance.

Examples of anti-social behaviour include:

- Nuisance, rowdy or inconsiderate neighbours
- Vandalism, graffiti and fly-posting
- Street drinking
- Environmental damage including littering, dumping of rubbish and abandonment of cars
- Prostitution related activity
- Begging and vagrancy
- Fireworks misuse
- Inconsiderate or inappropriate use of vehicles

⁸ <https://www.london.gov.uk/what-we-do/mayors-office-policing-and-crime-mopac/data-and-research/crime>

The police, local authorities and other community safety partner agencies, such as Fire & Rescue and social housing landlords, all have a responsibility to deal with anti-social behaviour and to help people who are suffering from it.

There has been an upward trend in incidents of Anti-Social Behaviour since summer 2016 with Harrow recording an 8.2% increase compared to the previous 12 month period, which currently ranks Harrow at 27th out of 33 boroughs within London.

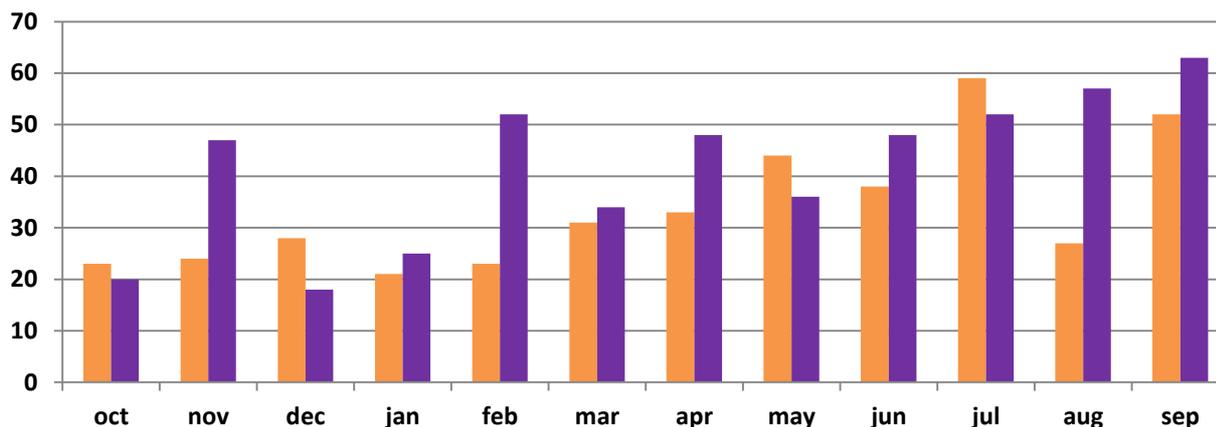


Figure 9 – Anti social behaviour incidents between October 2015 and September 2016 compared to the previous year

Locations in the borough that have seen a considerable rise include Queensbury, Stanmore Park, and Belmont, with the peak months for anti-social behaviour incidents occurring in September, August, and February.

The Council’s Community Safety Team is responsible for dealing with matters of Anti-Social Behaviour arising in the Borough and is responsible for investigating all complaints of ASB through to resolution using the appropriate tools and powers and through engagement with partners, including the Council’s Housing Team. In order to enhance our partnership between the Council and the Police, Police Officers sit with the Team to ensure sharing of information and a co-ordinated approach for the Borough. To ensure the protection of the community, the team remit includes elements of violence and vulnerability and the central focus of the team is the victim and also supporting the community. Officers are also responsible for taking forward recommended actions outlined on the partnerships Risk Matrix, part of the Council’s Anti-Social Behaviour Action Group (ASGAB), to support victims.

Currently the team has been acting as the Single Point of Contact for operational issues in relation to gangs and has been coordinating a partnership approach to dealing with gang related crime through monthly Gangs Multi Agency Partnership meetings, which has been set up in response to increasing violence from gangs on the borough and emerging risks of those exploited by gangs. The group meets on a monthly basis and bring together partners to add value to the enforcement options delivered by the police. The Community Safety Team work with internal and external agencies to tackle matters of violence, vulnerability and exploitation through identification, education, disruption and enforcement. The aims are to:

- Provide first line support and act as primary co-ordinators and enforcers for matters of ASB, crime and disorder in the Borough in partnership with other Council partners and external agencies;
- Take the recommended action outlined on the Partnership Matrix to support the victim(s) as well as the appropriate course of action to tackle the perpetrator(s)
- Investigate all ASB complaints to resolution using the appropriate tools and powers and through engagement with partners. This includes the organisation of a series of meetings that are governed by set protocols that ultimately report to the Safer Harrow Board and the Home Office where necessary;
- Provide proactive reassurance and support in relation to ASB issues, to those who live, work and visit Harrow in partnership with relevant agencies
- Work closely with other Councils to share best practice in combatting crime and disorder, in line with Home Office guidance
- Support and protect vulnerable victims and manage risk in accordance to them, working closely with safeguarding units

In addition to this, CCTV continues to play an instrumental role in making the borough safer. The Council works closely with the police in this area and delivers a 24/7/365 CCTV service. This has worked well and includes utilising direct video and radio links. The good work of the team has been recognised at a local and regional level.

Over recent months a MOPAC-led taskforce has been exploring opportunities to secure sustainable CCTV provision in London. This is in recognition of the challenging financial climate faced by local authorities, which are the primary funders of public space community safety CCTV. Harrow Council is one of the sites that the taskforce visited. The findings from the work of the taskforce will inform future approaches to CCTV. In addition,

the council will continue to engage with the development of any regional strategy in this area.

Services for offenders

All local authorities have a significant role to play in reducing reoffending as well as tackling crime. This includes ensuring partners take account of the concerns of residents and businesses and understanding the health and wider needs of offenders. A number of partners are responsible for commissioning and providing a range of services that support the rehabilitation of offenders. Examples include community based and residential drug and alcohol treatment and recovery services, support with mental health needs, housing provision and benefits, social care services, and access to training, volunteering, education, and employment opportunities.

The Council continues to develop an effective working relationship with the National Probation Service a Community Rehabilitation Company through various panels, including the Integrated Offender Management (IOM) service. The IOM panel meets on a monthly basis providing an opportunity for the provision of intelligence sharing through a number of partners and uses of a range of enforcement powers to take action against offenders who choose not to engage with IOM services, and who continue to offend. Harrow Council plays an integral role in the strategic development and operational delivery of IOM in terms of securing partnership buy-in and resources for multi-disciplinary IOM teams and ensuring robust governance arrangements are in place to support delivery and ensure accountability.

High Harm Crime

Violence, Vulnerability and Exploitation (VVE)

This strategic objective for Harrow has been informed by the Ending Gang and Youth Violence Peer Review, which was commissioned by the Home Office in 2015. The Review found that Harrow is dealing with some of the highest risk young people, and recognised emerging issues of serious youth violence vulnerability and exploitation. Following the Peer Review, a Local Area Profile was commissioned which involved a one-day Local Area Assessment, giving us invaluable insight through interviews and focus groups with front-line practitioners to gather information, building a qualitative picture of the key issues

and drivers around county lines with our neighbouring boroughs, gangs, youth violence and vulnerability. Additionally, one of the recommendations of the Peer Review was to develop a problem profile, which explores the risk factors that affect violence, vulnerability and exploitation and gain an in-depth understanding of the causes of gang membership. In identifying these issues, we hope to reduce the number of people drawn into gang membership through early intervention and equipping existing gang members with the support they need to exit a disruptive pathway. This will not only safeguard younger siblings and family members who may be on the periphery of exploitation but also help to prevent gang culture becoming further embedded in Harrow.

Several partners have a role to play in dealing with all aspects of VVE in our strategic objectives and boroughs have received funding from MOPAC via the London Crime Prevention Fund (LCPF) in order to address key priorities related to crime reduction. We have worked with our voluntary and community sector (VCS) to design a range of interventions that have been proven to be successful in the borough and elsewhere, these are outlined in more detail further on. Our aim is that by working in partnership with the local VCS they will be able to leverage in additional funding and resource to support this agenda in addition to what the Council can provide.

4. Youth violence and knife crime

We have seen an increase in the number of victims of knife crime within the borough and young people convicted of weapons offences has also risen. In 2016/17 36 young people were convicted of possession of an offensive weapon, compared to 28 young people in the previous year however, the number of first time entrants has decreased by 7.9% compared to the previous year; this is based on data collected by the Council's Youth Offending Team (YOT). The graph below shows how FTE has changed over the past six years.

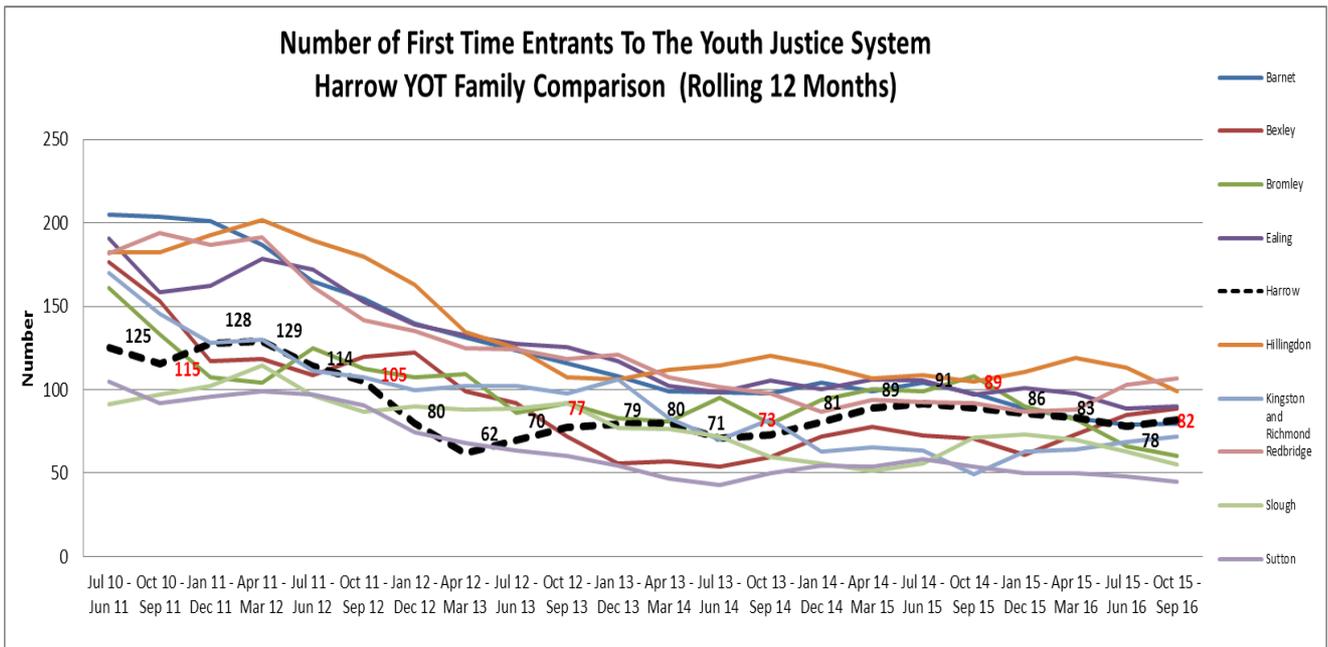


Figure 10 – Number of first time entrants to the Youth Justice System

In addition to this, the Triage service has been transferred to Harrow’s YOT service which has meant a more streamlined approach to early intervention to address youth violence. During 2016/17 the YOT received 73 referrals, 68 of which went on to have a triage intervention. Overall; including those already with triage at the start of the year; the team delivered triage interventions to 83 young people. There were a total of 50 young people discharged from the triage programme in 2016/17 45 (90.0%) of whom completed the programme successfully.

However, assessments of young people by the YOT indicate that young people are carrying knives due to feeling unsafe and the majority of knives have been kitchen knives rather than “trophy” knives. Knife crime incidents made up a total of 281 offences in April 2015 to March 2016 in young people aged 0-25, this increased by 29% in the following year to 362 incidents between April 2016 to March 2017. The graph below shows the upward trend of knife related incidents in the borough:

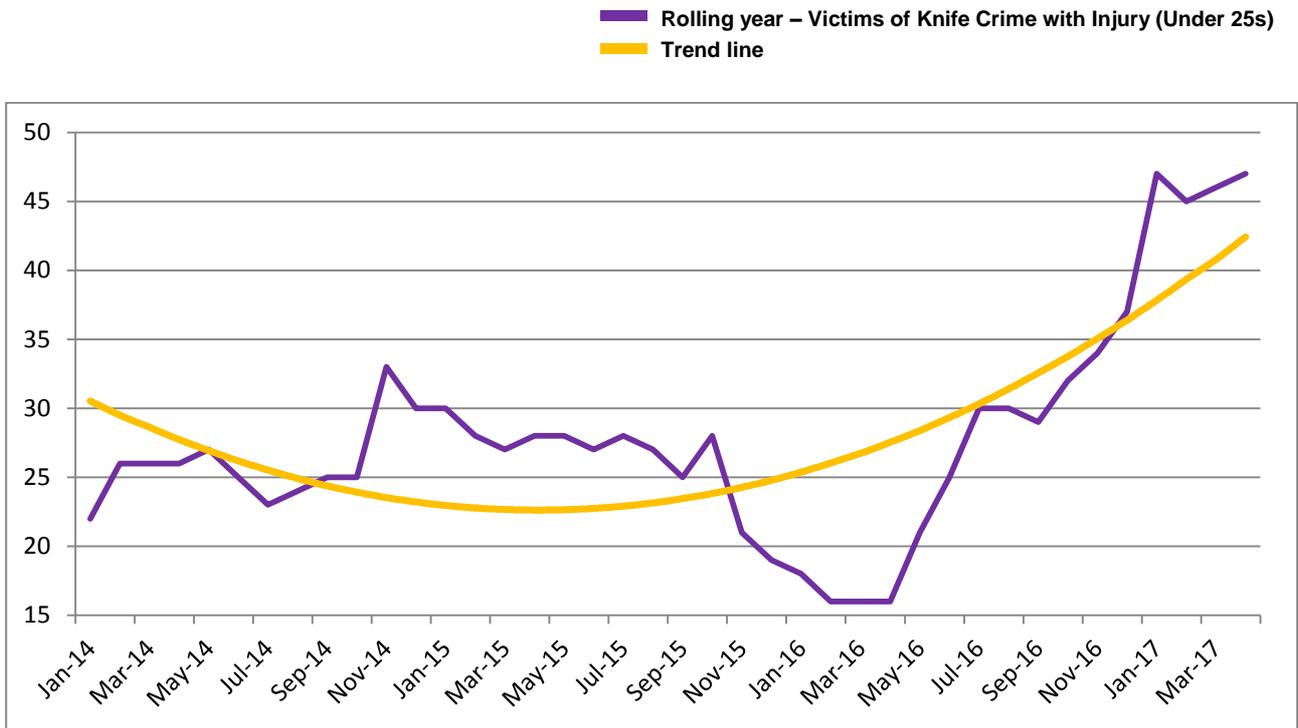


Figure 11 - Knife Crime with Injury (Under 25s) from October 2015 – April 2017, MOPAC Dashboard

Harrow has seen a particular rise in youth violence in the South Harrow and Rayners Lane area and in light of this increase, and in response to offences linked to knife crime and serious offences involving stabbings, the Council are developing a Youth Offer as part of the Early Support and in conjunction with Youth Offending Team to directly address young people who are vulnerable to being either victims or perpetrators of such crime.

In addressing the issue of youth violence, the Council have been working with Ignite a well-known voluntary and community organisation, with a team of experienced youth workers, to recruit a full-time Gangs Worker for the Rayners Lane Estate and South Harrow area. The programme is specifically aimed at working with young people connected to the known gangs in the area and those who are engaged in high levels of anti-social, violent and criminal behaviour.

This service aims to achieve a reduction in youth offending and gang-related behaviour, and support young people to disengage with and ultimately leave associated gangs. The Gangs Worker will work in close partnership with the Community Safety Team and attend monthly GMAP meetings to share intelligence and anecdotal insight. Outcomes will

include reduced incidents of violent youth crime in Harrow and a reduction in children and young people 'coming to notice' by the police and young people demonstrating improved self-esteem, engagement, confidence and skills, helping them to make positive choices and increasing their aspirations and hope for the future. The programme will enable young people to demonstrate improved personal and social skills such as communication and emotional resilience.

Connected to this, we believe that prevention and early intervention is better than cure, and we have therefore invested in a drama programme with Synergy Theatre. Synergy have a proven track record in working to rehabilitate ex-prisoners and have featured in the national press for their successful work in changing the attitudes and behaviours of participants and the audience. The production company will work in a select number of targeted schools where young people are at risk of entering the criminal justice system to help them discover alternative pathways and become an integral and meaningful part of society. Synergy have developed a ground breaking, interrelated programme of artistic work that seeks to build a bridge from prison to social reintegration, prevent young people from entering the criminal justice system, and inspire change by capturing the imagination and affecting the feelings, behaviours and attitudes of participants and public.

Through the opportunities offered by this project, participants will be challenged to try new activities and learn new skills to overcome destructive patterns of thinking and behaviour. Many may discover untapped potential and talent and these achievements and skills gained can foster a more positive mode of behaviour and encourage re-engagement with education and increase future employability.

Another programme called Street Doctors has been selected to assist Harrow Youth Service in addressing the rise in knife crime. Street Doctors is a group of 2nd year medical students who volunteer their time to work with young people who may come into contact with a stab victim. They work with multiple partners across London to help fund, facilitate and strengthen the delivery of pragmatic, life-saving first aid to young people at risk of youth violence in the city. The programme they deliver includes a minimum of 42 young people (potentially 6 per cohort) at risk of youth violence educated in each of two modules – 'What to do when someone is bleeding' (6 sessions) and 'What to do when someone is unconscious' (6 sessions). Those at risk are defined as any one of the following:

- Young people who have already received a conviction for violence or weapon carrying
- Young people who are deemed by other services as being at higher risk. Example services include: Youth Offending Institutes/ Teams, Pupil Referral Units, Specialist Charities, and Youth Clubs
- Young people living in areas where there is a high rate of violence

Young people who attend the Street Doctors course receive a certificate of attendance at the end of the programme. Once the course is complete the team share subsequent intelligence and analysis with key stakeholders. Discussions are also underway with the Beacon Centre which is located in Rayners Lane to host these sessions. We know from recent experience that this is a worthwhile venture as two young people known to the YOT who witnessed the aftermath of a stabbing were able to utilise their skills learned from these sessions and stop the bleeding of a victim.

In conjunction with these practical activities, the Youth Offer delivers a programme to help young people explore their current mind-set and consider ways of approaching different situations that they are faced with both in and out of school. The Mental Toughness programme works closely with young people aged 12 to 19 to help them drive positive and sustainable changes that will make a real difference to their attitude, mind-set and behaviour. The aims of the programme are to help them; not to fear failure; challenge stereotypes & ditch labels; be resilient to challenge; be confident to make mistakes.

In addition, Children's Services have been in discussion with Ignite to look at ways in which to partner further and develop a more bespoke youth offer to the area which will include joint outreach/detached youth work, engagement events with young people in the South Harrow area and youth club sessions built on the feedback from young people as to what they want to see delivered. It is the intention that once a model of delivery is agreed and rolled out at the Beacon Centre, that this model is then replicated in other areas of Harrow where there is a need.

Work continues to extend the youth offer to other areas of the Borough including activities being run in partnership with Watford FC based at the Cedars Youth and Community Centre and plans to add youth services to the programme of activities from the Early Support Hub at the Pinner Centre.

Key to further developments around the Youth Offer is our partnership with Young Harrow Foundation, a not for profit youth organisation, who are assisting Harrow Early Support in developing an overarching youth strategy along with other partners within the private and voluntary sector.

In addition to this some of Harrow's young people access services at St Mary's Hospital Emergency Department run by Red Thread, a collaborative youth charity, which provides youth intervention programmes to support and engage with victims of serious youth violence and exploitation.

In providing a joint response to child sexual exploitation (CSE), missing children, and gang related activity, Harrow Children's Services took the steps to mobilise resources associated with Violence Vulnerability and Exploitation and create the Violence, Vulnerability and Exploitation (VVE) team in April 2016. The VVE Team has a CSE Coordinator, Missing Children/Runaways Family Support Worker and a Gangs worker in order to provide a joined up response to children and young people displaying vulnerabilities associated with these key risk areas. This work compliments the work being carried out by the Community Safety Team, informing and supporting intelligence shared at monthly Gangs Multi Agency Partnership meetings. The VVE team works in collaboration with key partners, including the Police, Youth Offending Team and Education to provide a joint response to CSE, Missing Children and Gang related activity, as well as being involved in Channel and preventing extremism. The team also serves to develop key themes and trends, improve collective response through an informed understanding of the issues, which will feed into the development of the problem profile in respect of young people.

In November 2016 a Harrow led Violence, Vulnerability and Exploitation mapping exercise of approximately 40 known young people was undertaken involving professionals across the partnership including Harrow Children's Services, Police, Education, Housing, Community Safety Team, Helix Pupil Referral Unit (PRU) and Health. The purpose was to explore the links and key themes between the young people in respect of VVE indicators and vulnerabilities. The mapping exercise highlighted links and relationships involving missing young people, CSE, youth violence, suspected county lines drug trafficking and gang associations, primarily the development of a new group/gang. The Helix PRU was also becoming a prominent location where a key number of VVE young people were meeting and forming peer groups.

Case Study

In December 2016 a Multi-Agency Child Protection Strategy meeting was held involving approximately 35 multi-agency professionals across the partnership regarding a family address and location in the Roxbourne Ward, Harrow. The location was a recurring theme with young people associated with VVE. The concerns at the address included CSE, Missing young people, substance use and youth violence associated with the new 'Group/Gang.

The Police, with support of Children's Services and the Community Protection Team, were able to submit representations to Harrow court and obtain a Closure Order for 3 months covering period 10.12.16 – 4.3.17. (*ASB Crime & Police Act 2014 – Sect.80*). *Disorderly, offensive or criminal behaviour ...serious nuisance... disorder to members of the public*. The order ensured that only the named individuals residing at the address could be there prohibiting access to the premises to anyone else.

Effective partnership working with corporate and with key stakeholders led to successful disruption activity, safeguarding children missing from home and care and at risk of Child Sexual Exploitation. The success of the disruption activity and reduced anti-social behaviour firmly rests with the strength of partnership working between Children's Services, Police, Community safety and Housing. Swift action on the part of everyone involved led to a reduction in criminality and children being safeguarded.

Over the next two years the Council will also invest in a programme aimed at generating a cultural shift within schools on the issue of sexual assault, CSE, and digital exploitation violence, and promote a culture of awareness.

We know that young women in Harrow, particularly from the Black, Asian and Minority Ethnic communities (BAME), are disproportionately affected by crimes of sexual assault in schools, and Child Sexual and Digital Exploitation. A report by the Government's Women and Equalities Committee released on 13 September 2016 shows that sexual harassment and sexual violence in schools are widespread nationally. Testimonials from young women and girls affected suggest that schools are failing to deal effectively with the problem. A

new programme aimed at early intervention and prevention will be delivered by Wish, a charity supporting young people into recovery from self harm, violence, abuse and neglect. Wish will work in close partnership with the Harrow Violence Vulnerabilities and Exploitation team, to deliver an Outreach and Support service to young people within identified schools and/or “hotspot” areas in Harrow. Working within clearly identified strategic goals agreed across multi-agency partnerships such as the local authority, police, health and other key agencies like probation and youth offending, information and intelligence will be shared to fully understand the local patterns of child sexual exploitation and peer related sexual violence, to disrupt and deter perpetrators and to identify, help and protect children. Raising awareness across the community is crucial, and the service will work with children to develop materials to support other children to understand the risks and issues. Schools will be supported to deliver appropriate responses to young people on the issues, and to tackle incidents such as sexual assault in appropriate ways.

This project aims to narrow the vulnerability gap by increasing targeted interventions in schools where a high percentage of sexual assault and digital exploitation incidents are known and through a whole school approach will generate a strong counter culture of challenge and change to tackle and prevent violence, vulnerability and exploitation.

Female Genital Mutilation (FGM)

Female genital mutilation (FGM) refers to procedures that intentionally alter or cause injury to the female genital organs for non-medical reasons. FGM is a criminal offence – it is child abuse and a form of violence against women and girls, and has been illegal in the UK since 1985, with the law being strengthened in 2003 to prevent girls travelling from the UK and undergoing FGM abroad⁹. FGM is a procedure where the female genital organs are injured or changed and there is no medical reason for this. It is frequently a very traumatic and violent act for victims and can cause harm in many ways the practice can cause severe pain and there may be immediate and/or long-term health consequences, including mental health problems, difficulties in child birth, causing danger to the child and mother and/or death. The age at which FGM is carried out varies enormously according to the

⁹ Under section 1(1) of the Female Genital Mutilation Act 2003, a person is guilty of an offence if they excise, infibulate or otherwise mutilate the whole or any part of a girl's labia majora, labia minora or clitoris. Section 6(1) of the 2003 Act provides that the term “girl” includes “woman” so the offences in section 1 to 3 apply to victims of any age.

community. The procedure may be carried out shortly after birth, during childhood or adolescence, just before marriage or during a woman's first pregnancy.

Between April 2015 and March 2016, 70 women or girls (i.e. under 18) in Harrow were identified as having had FGM at some point in their lives¹⁰. Compared to the rest of the local authorities in England, Harrow ranks joint 27th highest and joint 19th highest in London. The highest numbers identified were seen in Birmingham, Bristol and Brent. These small numbers do not allow us to divide the cases into those aged under or over 18. The recording of age at which FGM took place is very poorly recorded and so it is not currently possible to say how many are recent cases, or indeed, if any of them are.

Harrow ranks 4th highest nationally in the rate of hospital, clinical, or GP attendances for women or girls with FGM, i.e. the number of contacts with the health services that any woman previously or concurrently identified as having FGM. We do not have data on the reasons for these attendances. Some/most are certainly maternity cases and will be receiving a number of antenatal attendances while others may be having treatment for their FGM and other attendances could be completely unrelated to their FGM. What is clear is that the number of attendances in Harrow is 6 times the number of cases compared to 3 times the cases in Brent, who use the same hospital Trust, and between 1 and 2 times elsewhere. Due to poor quality data it is impossible to ascertain the reasons behind this at this time.

North West London Healthcare Trust safeguarding nurses have ensured that questions about FGM are routinely asked as part of the Trust's safeguarding policy. These questions are asked regardless of whether the child or mother are attending accident and emergency, paediatrics, maternity or a surgical ward. Since the introduction of mandatory reporting for certain professions, combined with the local awareness raising activity, referral figures are increasing. Referral figures to the MASH have risen from an average of 3-4 per year prior to 2015 to 14 in 2015-6. While most of these cases were children identified as potentially "at risk" of FGM, one case was of a young woman who had already had FGM. This case was investigated and it was established that she had undergone FGM prior to arriving in the UK.

¹⁰ The number of newly recorded cases has been rounded to the closest 5 to prevent disclosure.

The Harrow Domestic and Sexual Violence Forum has identified FGM as a priority area. In line with this, a series of posters and communication plan have been produced to raise the profile of this critical issue. They were distributed throughout the Borough at 26 on street sites and in council publications, with the design options distributed to local sites for display at their discretion. In addition to this, the Harrow Local Children's Safeguarding Board (LSCB) ran briefings for staff on the new duties and to reinforce understanding about the harmful initial and long term effects of FGM. Harrow has two safeguarding health professionals who lead on FGM based at Northwick Park Hospital within London North West Healthcare Trust (LNWHT). They provide training, advice, and support to health professionals within the hospital community; to other health providers such as the mental health trust; and to safeguarding leads based in general practice settings. This increased awareness has improved the quality and timeliness of GP referrals and their action plans. In turn, the GPs report that responses from MASH have improved so they know what is happening with their patients.

As part of the HSCB, colleagues in Public Health have FORWARD trained FGM trainers who deliver a cross agency session as part of our race, culture, faith and diversity implications for safeguarding children effectively course. These trainers work as part of our voluntary community and faith child safeguarding engagement.

Case Study

Schools in Harrow have been working with NSPCC and FORWARD on FGM. Norbury School is the leading primary school in the NSPCC Talk PANTS programme and lead in Female Genital Mutilation education, working alongside the Azure Project with the Metropolitan Police. The school had six months of regular meetings with stakeholders including health services, children's services, their parent group, the voluntary sector, the police, cluster schools and charities to understand the facts, the various educational approaches, training and engagement with communities. Following these meetings the school created their own FGM lesson plans, resources and approaches which they were shared with their stakeholders and modified as required. All Year 5 & 6 pupils' parents met the school and reviewed the resources before the lessons were piloted and INSETs were held for their staff, governors and parents. Under the slogan My Body My Rules, Norbury has specific FGM lessons from year 3-year 6. Norbury School has also delivered CPD Online seminar lessons and has participated in three conferences, a radio programme and has developed a video. They are also a case study championed by the

Home Office and have shared the approach and learning with other schools. Their role in raising awareness of FGM has also been recognised by the United Nation, within the Big Bro Movement.

A number of lesson plans are being created in Harrow schools and colleges, in partnership with their community, under the support and guidance of Norbury Primary School. Norbury is also working with older students from a high school to train as providers in lessons. As local education champions on FGM, Norbury has developed the lesson plans for PANTS from Nursery through to year 6. Norbury has trained and facilitated assemblies, seminar lessons and taught across 10 different boroughs in London. Norbury is now a facilitator for a national training provider speaking at Conferences in Bristol, Manchester and London.

In addition to this, Harrow High School met with KS3 parents to share Harrow High's Talk PANTS and FGM vision with the plan to deliver lessons. Elmgrove has received staff training and is working with Community Ambassadors to deliver Talk PANTS/FGM lessons. Grange has completely adopted the programme working with Norbury on a weekly basis in the Autumn Term. HASVO (Harrow Association of Somali Voluntary Organisations) are working with Rooks Heath School to support the FGM agenda and developing an FGM film. Harrow College has included FGM awareness in its health fair.

Domestic and Sexual Violence

Domestic violence and abuse is any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to psychological, physical, sexual, financial and/or emotional abuse.

Controlling behaviour is a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour. Coercive control is an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish or frighten their victim.

Since the publication of our Domestic and Sexual Violence Strategy, the legislative and policy context has developed considerably. We see this is a positive step. A range of new legislative measures have been introduced including specific offences of stalking, forced marriage, failure to protect from Female Genital Mutilation (FGM), and revenge pornography, as well as a new definition of domestic abuse which includes young people aged 16 to 17 and “coercive control”. Other key legislative developments include the introduction of the Modern Slavery Act (2015), the rolling out of Domestic Violence Protection Orders (DVPOs) and the Domestic Violence Disclosure Scheme (DVDS), the introduction of FGM Protection Orders and an FGM mandatory reporting duty, and enhanced measures to manage sex offenders and those who pose a risk of sexual harm.

The Government has also released a national strategy, Ending Violence Against Women and Girls 2016-20. This refreshes the first UK national VAWG Strategy launched in 2010. The strategy retains the framework of Prevention, Provision of services, Partnership working and Pursuing perpetrators. In addition to this, the London Mayor has launched five new priorities for London as part of the Police and Crime Plan, and this includes a priority to tackle violence against women and girls, putting this issue right at the top of the political agenda.

There is a general acceptance that cases of domestic abuse are under reported, and the new laws around coercive control have not resulted in many convictions to date. There have been four reports to Police in Harrow over the past year, and none have resulted in further action being taken.

There has been a clear increase in recorded domestic offences in London. In the year to December 2016 there were over 149,000 incidents, which was an increase of 3.0% compared to the previous year. In December 2012 there were 118,013 incidents, which has increased year on year. Barking and Dagenham has the highest recorded rate of domestic abuse in London, with 26 incidents per 1,000 population as of December 2016. In Harrow the rate was 12 as of December 2016, with only Richmond upon Thames and Kensington and Chelsea having lower incident levels (11 recorded incidents per 1,000 population).

There are challenges in capturing an accurate picture of the levels of domestic and sexual violence in Harrow, including under-reporting by victims, inconsistencies in approach to data collection across services, Home Office changes to the way MPS police forces record

domestic violence offences and the hidden nature of this type of violence and associated stigma. Therefore, whilst the data we have collected enables us to look at general trends, we suspect that the true levels of domestic violence in the borough are likely to be higher.

In Harrow, the local Community Independent Domestic Violence Advocates (IDVAs) are now receiving an average of 93 referrals per quarter. This is set against 81 referrals per quarter for 2015/16 and 30 per quarter for 2014/15. The IDVA based in the MASH (Multi Agency Safeguarding Hub) is receiving an average of 30 referrals per quarter, slightly down on last year's peak of 35, but against just 18 referrals per quarter in 2014/15.

The local Multi Agency Risk Assessment Conference (MARAC), which deals with the highest level of domestic abuse cases, has considered an average of 16 cases each month; this number has remained largely consistent for the past two years (18 cases per month in 2015/16 and 19 cases per month in 2014/15). This may well reflect that the MARAC referral process is well embedded into local organisations and working well.

In terms of the national Troubled Families agenda, locally referred to as "Together with Families", 314 out of 718 eligible and verified families on this programme in Harrow have domestic violence recorded as one of the criteria; which is 43.7%.

This local data clearly demonstrates that the Harrow Domestic and Sexual Violence Strategy, and the hard work of the local authority and partner organisations, has been successful in terms of raising the profile of domestic violence services; educating the local community around how to access the available services; and ultimately, increasing our referral rates and therefore being able to provide an intervention, help and support to more local victims of domestic and sexual violence.

We need to better understand domestic violence in our local community, and will work jointly with our strategic partners to ensure access to high quality intelligence to map the nature of domestic violence in Harrow. In addition, we propose to work with local communities, partners and all stakeholders, to increase the number of crime reports, and in particular raising awareness of coercive control as a form of domestic violence.

Harrow has invested £552,000 over two years in domestic and sexual violence services through a contract with Hestia. Through this we have provided a six unit refuge for women and children fleeing domestic abuse; practical and emotional support, advice and

advocacy to victims and their children on matters including housing, welfare benefits, legal options, health, education, training and childcare; and Independent Domestic Violence Advocate (IDVA) provision.

The big success over the past year has been the successful delivery of Harrow Couple's Domestic Violence Programme, where Harrow Children's Services partnered with the renowned Tavistock Relationships to deliver a feasibility project trialling a 'mentalisation' based couple's therapy approach to intervention with couples who are parents of one or more Children in Need, and where there is situational violence between the partners. The aim of the pilot was to assess whether the intervention helps alleviate the incidence of violence, improves the couple's relationship, and improves outcomes for children. This was the first time a programme like this has been used in a domestic violence context and so was ground breaking; it was a small pilot and it indicated proof of concept as well as offering a promising potential intervention in a field where there is very little research on what works for couples experiencing domestic violence and abuse.

The results of the programme indicated that it is possible to deliver a couple therapy intervention to carefully assessed and selected parents with a history of domestic violence safely and productively. Couples referred to the project had a total of 67 police call outs (average of 6.1, range 1 - 24) and 41 contacts (average of 3.7, range 1 - 11) with Children's Services prior to starting the intervention (each police call out is calculated at £477). Working with the couples together led to no further incidents of domestic violence being recorded to date. A post-intervention review by Harrow Children's Services in October 2016 showed that there had been no new incidents involving the Police or referrals to Children's Services for any of the 11 couples in the project.

The improvements can also be demonstrated through the reduced need for statutory social care interventions. Four couples who had been on Child Protection Plans were stepped down to Child in Need Plans; two couples whose children had been on Child in Need Plans improved and their cases were closed; four couples remain on Child in Need Plans (partly because there are other concerns, for example about a parent's mental health or accommodation issues); one couple was not on a Plan.

Qualitative reports from interviews with the couples showed how much they valued the intervention and how much it helped change the interactions in their relationships, and, in some cases at least, had a beneficial knock-on effect on their children, who were happier

and more able to function at school. Partners reported not arguing as much or as heatedly and being able to cool things down between them when they did begin to argue. They talked about being able to keep their children in mind and being better parents. Eight out of eleven partners said they would seek the same kind of help again, and one had recommended it to a friend. Officers have now successfully secured funding from the Department of Education to extend the programme for another year.

Case Study

This case summarises the advice and support provided to a low/medium risk victim of domestic abuse during a two year period within the Harrow Floating Support Service.

The client's past experiences of domestic abuse within the former abusive relationship include physical abuse, intimidating/threatening behaviours, emotional abuse, controlling and/or coercive behaviour, verbal abuse, sexual abuse including rape and financial abuse. The provision of advice and support to the client has ensured on-going safety planning and review of relevant risk factors attributable to the former partner's abusive behaviour. In addition to safeguarding, the client was provided with support in gaining legal remedies (referral to immigration lawyer and family lawyer who applied for a Non Molestation Order and Child Arrangement Order), alleviating her housing situation (referral to housing service and support in applying for JSA and housing benefit), extending her support networks, assisting with her finances and budgeting and work (pursued an Employer User Programme within the NHS (Mental Health Service) and through this programme, the client secured part-time employment), and empowerment and self-esteem in her moving-on/recovery process towards leading an independent and safe life.

'The Floating Support Worker has accompanied me to the Police station on a number of occasions and she has also accompanied me to a Parent-Teacher meeting in relation to my child; her presence has made me feel safer and more confident. The Floating Support Worker has since the beginning of my case focused a lot on how I can increase my self-esteem, self-worth and sense of empowerment in my moving-on/recovery process in particular when I interact with my former partner during handovers and when we need to communicate by email. During this process I have gradually strengthened my emotional resilience and my ability to detach from my former partner's abusive behaviour on a mental and emotional level which has proved vital as I need to meet him face to face during handovers. I have learnt that I cannot give my power and control away to my former

partner and that I cannot stop him from exercising these forms of abuse against me. Instead I am slowly starting to understand that by detaching myself from my former partner on a mental, emotional and psychological level, I can reclaim power and control in my own life and chose how to respond to his abusive behaviour by not allowing it to affect me on a deeper level. This is a process however I have a greater belief in myself that I can do it'.

The Floating Support Worker has empowered me to take charge of the situation and it has made me realise that I have the right to assert boundaries and that my former partner can only stop me from exercising my independence if I allow him to. I feel that this is still a learning process and the Floating Support Worker has played a big part in lifting me up and supporting me to believe in myself and my potential to be able to move forwards in my life. In this context, I feel that the provision of emotional support and focus on increasing self-esteem and independence has had a significant and positive impact on my wellbeing and moving-on/recovery process. There is a safety plan in place which I a mindful of and I feel safer now compared to before when I was not supported by the Harrow IDVA or Harrow Floating Support Service'.

In 2014 we published our Domestic and Sexual Violence Strategy and over the past four years, this has enabled us to make real progress in delivering an integrated approach to tackling domestic violence across Harrow. We are proud to have made this a priority for the Council and provided additional investment to enhance our service offer. Despite our achievements, domestic violence still exists, and its prevalence remains too high and so we still have work to do.

One of the Strategy Group's priorities for 2016/17 was signing up to the UK SAYS NO MORE campaign. UK SAYS NO MORE is a national campaign to raise awareness to end domestic violence and sexual assault and is a unifying symbol and campaign to raise public awareness and engage bystanders around ending domestic violence and sexual assault. We were very proud to be the first local authority partner and will continue to support the campaign over the coming year.

Over the life of the strategy, there has been a marked increase in referrals received into our services. This can be attributed to a number of factors, including the increased investment the Council has made; the fact that it has been a priority for the Administration and therefore has been subject of a long running communications campaign; and the

profile of domestic violence having been raised significantly, through changes in legislation, national campaigns and high profile media cases.

We now make a renewed commitment through this strategy on behalf of all of the members of the Safer Harrow Partnership, to prioritise tackling domestic violence through a closer working and will now be integrated into the overall Community Safety and VVE Strategy. We commit to aligning budgets across the partnership, where possible, to make the best use of available resources in challenging financial times, to funding high quality provision, and to putting victims, and those affected, at the forefront of our work.

We recognise that some sectors of society can experience multiple forms of discrimination and disadvantage, or additional barriers to accessing support. These include victims from Black, Asian and Minority Ethnic (BAME) communities, lesbian, gay, bisexual and transgender (LGB&T), older people, disabled people, those with insecure immigration status and men. We are committed to ensuring that our approach takes into account the differing needs of victims, and the wider needs of our communities. In particular we recognise that adults in need of care/support are often at risk of domestic violence and abuse. A recent deep dive by the Safeguarding Adults Team showed that 33% (171 cases) of all safeguarding adults enquiries taken forward in 2016/17 had an element of domestic violence and abuse, and older people were the most “at risk group” (45%) followed by mental health users (42%). The Harrow Safeguarding Adults Board (HSAB) has agreed that training and awareness raising should be targeted to agencies where no/low referrals have been generated, this will also include a greater focus on the multi-agency training programme for safeguarding adults in relation to this domestic violence and abuse.

The Safer Harrow and Harrow Domestic and Sexual Violence Forum also aim to secure funding to continue current provision of domestic violence services for 2018/19. This will demand a true partnership approach with all avenues being considered. It is also proposed that a business case be developed to ascertain the options around potentially commissioning or developing a perpetrator programme locally. In addition, we would aim to future proof the Harrow Couples Domestic Violence Programme, to ensure that we can continue to provide this vital, ground breaking service. Perpetrator programmes aim to help people who have been abusive towards their partners or ex-partners change their behaviour and develop respectful, non abusive relationships. Taking part in a perpetrator programme can make a real difference to the lives of those involved, including children

who have been affected. The Harrow Domestic Violence Forum and Strategy Group have long called for a perpetrator programme to be provided more widely in Harrow (it is currently spot purchased by Children's Services on a case by case basis).

Drug and alcohol misuse

Our strategic objective for drug and alcohol misuse lie around the need to ensure there is a continuity of treatment from prison to community. There is evidenced correlation between the commission of acquisitive crimes such as burglary and the misuse of Class A drugs, especially crack cocaine and heroin. Most prisoners recovering from drug or alcohol addiction will continue to require treatment after they leave prison and there is also a greater risk of drug-related deaths in the few weeks after release. It is also crucial to attack both the supply and demand for drugs, while ensuring addicts are given the best possible help to recover and necessary for those prisoners and their families who are faced with the destructive consequences of addiction. It is also necessary for local people who become victims of preventable crimes every year at the hands of those desperately trying to pay for their drug and/or alcohol habits and reinforces our commitment to helping the most vulnerable.

The Harrow Substance Misuse Service is tailored for both young people and adults. The role of specialist substance misuse services is to support young people and adults to address their alcohol and drug use, reduce the harm caused by it and prevent it from becoming a greater problem.

Harrow Young People's Substance Misuse Service (YPSMS) is provided by Compass who delivers a well-developed care pathway and range of early, targeted and specialist interventions that have been further developed throughout the year to increase Service User engagement including a Young People's Service User Group. Compass's co-location continues within the Youth Offending Team (YOT) to respond to youth cautions, youth conditional cautions and court orders in partnership with the YOT and the Police. The Compass Service Manager is a member of the Youth Offending Board and the Service has recently developed closer joint working arrangements at A&E to identify young people attending A&E with drug and /or alcohol related conditions.

There has been a significant increase in referrals from universal and alternative education between 15/16 Q3 and 16/17 Q3 with referrals from YOT remaining consistent. In 16/17

Q3 there were more referrals from education than from YOT which reflects the changing national picture. The Young people’s statistics from the National Drug Treatment Monitoring System (NDTMS) recent report highlighted that nationally, it is the first year of reporting that referrals from education services have exceeded referrals from youth/criminal justice sources.

The number of young people receiving drug and alcohol treatment intervention has also increased and this is a reflection of the increased engagement and co-locations of Harrow’s Young People’s Substance Misuse Service across the borough.

Harrow Young People’s Substance Misuse Service	Q3 15-16	Q4 15-16	Q1 16-17	Q2 16-17	Q3 16-17
Numbers in Treatment	72	78	89	83	90

During 2016/17 (information up until Q3) 48% of young people exiting treatment were drug free and 26% exiting treatment had reduced use. Compass has continued to undertake workforce development of multi-agency practitioners working with young people at risk of offending and offenders to enable early identification of substance use and to be able to deliver brief interventions.

Case Study

Compass’s first contact with a young person was in June 2016 when they were given ‘Triage’ by the Police for a possession of cannabis offence. The young person was required to complete statutory appointments with the YOT and Compass. Prior to their assessment with Compass, the young person had been using cannabis (on average) twice per month had a sibling in prison for a serious offence, a history of gang affiliation, anger issues and a complex family relationship. The young person (who had been using cannabis as a coping mechanism to deal with these issues) engaged well with the YOT who, as part of the process communicated with the police to inform them the young person had successfully completed their YOT programme. Once the sessions were completed with the YOT, the young person was given the option by Compass to continue to work with them on a voluntary basis which was accepted. The young

person appreciated the safe place they were given to talk and throughout their engagement and attendance was exemplary. The young person also reported during their Compass engagement that they only used cannabis on 2 occasions from their assessment with Compass to discharge (period of engagement lasting 9 months).

To encourage positive activities, Compass also visited a gym with the young person that they were interested in joining and also attended their school (with their permission) to complete some three-way work with the staff. In addition, Compass also completed some of their sessions at the school so this did not impinge of after school studies/activities. In planning discharge, Compass made arrangements with the school for the young person to have access to a staff member for regular support sessions/counselling so they did not lose a safe place to talk. The young person was discharged from Compass in March 2017 with no evident of reoffending during their time of engagement.

Compass have also recently been awarded a two-year grant which aims to provide preventative interventions to support young people at risk of becoming involved in the supply of illicit substances and build resilience in young people to recognise the signs of dealer grooming. This project will work with young people to help them build resilience so that they are able to spot the signs of dealer grooming and are able to choose not to supply substances, and to reduce the harm that supply of substances does to individuals, families and communities by supporting them to exit this lifestyle. It also seeks to reduce the numbers of young people choosing to or being coerced into supplying substances; by measuring the number of young people referred to the drug and alcohol service regarding preventative work using local public health data.

Compass will deliver focused early interventions to young people involved in the supply of illicit substances in the form of Cognitive Behaviour Therapy (CBT) based 1-1 sessions, and delivering targeted preventative interventions to support young people who are risk of becoming involved in the supply of illegal substances via psycho-educational 1-1 and group sessions. In addition to this, the project will roll out universal awareness sessions in schools via assemblies and tutor groups to help build young people's resilience against offending. Compass will build on its close working relationships with Harrow Council and specific agencies, including MACE, MARAC, YOT, CSE and Northwick Park paediatric A&E to deliver this programme.

The chart below shows Substance Misuse Service users by age during October 2015 to September 2016. The highest numbers of users of the Service are aged 35-39 and interestingly, where there is a high proportion of young people aged 15-19 years old entering the service, this drops dramatically young people aged 20-24, which could indicate a potential gap in services for young people transitioning to adult services. To reduce the risk of ‘cliff edge’ of support between Young People’s and Adult Services, the age range for access to Harrow’s Young People’s Substance Misuse Service has been extended to 24 years.

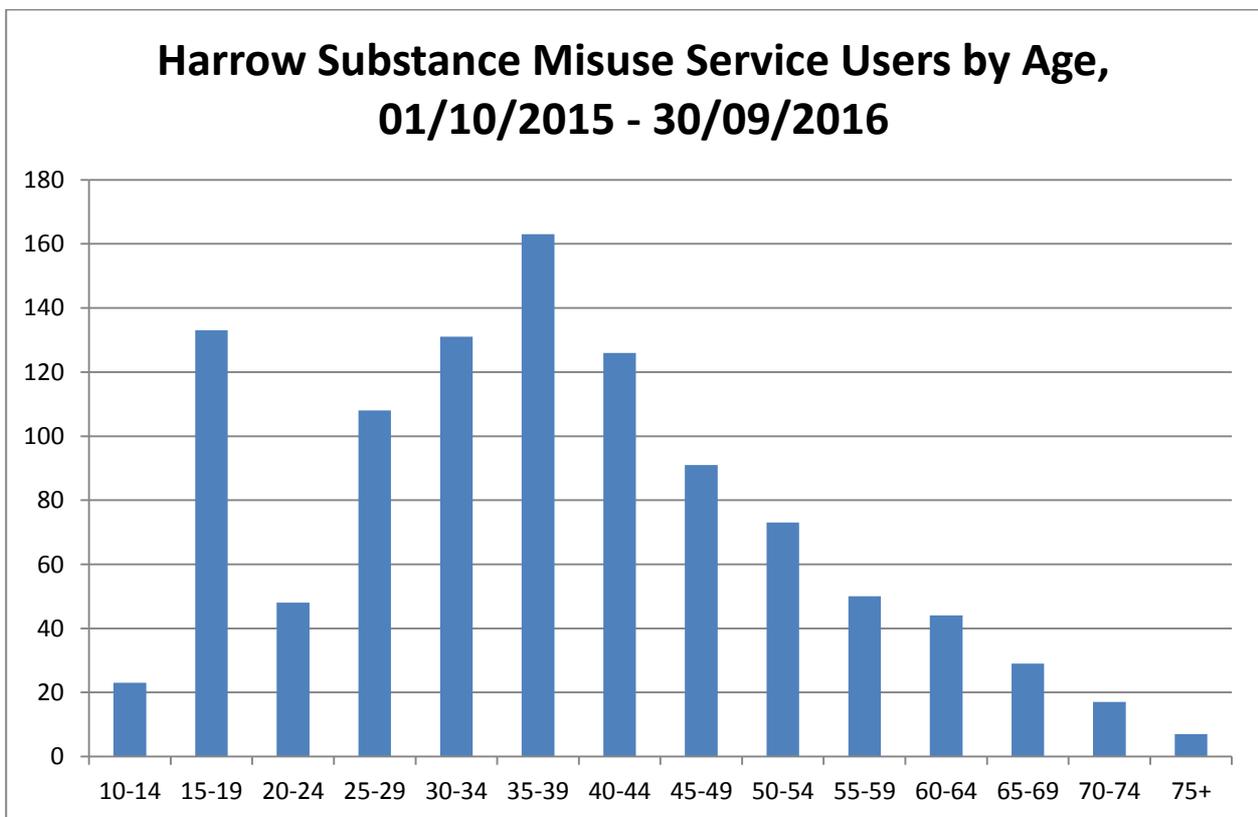


Figure 11 - Harrow Substance Misuse Service Users by Age, October 2015 – September 2016

The Harrow Adult Substance Misuse Service is delivered by Westminster Drug Project (WDP) who have a strong partnership and satellite provision with their Criminal Justice System partners by joint working and co-location with Police, Probation (National Probation Service and the Community Rehabilitation Company and at Court where Drug Rehabilitation Requirements and Alcohol Treatment Reports are delivered. WDP are co-located in Custody three mornings a week to undertake assessments and offer seven slots a week for required assessment appointments and all individuals that commit a “trigger offence” such as burglary, shoplifting and common assault are target tested. If positive for cocaine/heroin they will be required to come and see WDP for an assessment and also a

follow up appointment to support them into treatment. There is also continuation of the local drug testing on arrest (DTOA) initiative implemented in 2012 in partnership with the Metropolitan Police and continuation of the prison link/community resettlement pathway for substance-misusing prisoners with Integrated Offender Management (IOM). The presence of WDP staff in Custody also provides support to Custody officers in what to look out for in terms of an individual experiencing withdrawal of alcohol and / or opiates). WDP staff working in custody have MET clearance so they can undertake “cell sweeps” and deliver Identification and Brief Advice on alcohol (‘IBA’) which is a brief intervention approach and is aimed at identifying increasing risk drinkers.

The number of adults assessed in a Criminal Justice System (CJS) setting has remained consistent, although there was a sharp rise in referrals during 16/17 Q2. However there is still opportunity and on-going joint work between WDP and Police Custody to increase referrals and improve the rate of individuals being referred to and accessing treatment. A number of individuals coming through Police Custody reported themselves to be recreational users. Whilst numbers of individuals assessed in a CJS setting were lower in 16/17 Q3 than 16/17 Q2, the conversion rate into treatment was higher at 61% from 56%.

The number of individuals on Court ordered Drug Rehabilitation Requirements has increased over the past 12 months with an increase in treatment starts in 15/16 Q3 and the number of individuals on Court ordered Alcohol Treatment Requirements plus treatment starts have also increased.

The new Public Health Outcome Framework (PHOF) indicator 2.16 supports a priority under the National Partnership Agreement between NHS England, National Offender Management Service (NOMS) and Public Health England (PHE) to strengthen integration of services and continuity of care between custody and the community. Prisoners will need to be supported to engage in community treatment within three weeks of their release. The recent PHOF 2.16 activity shows the rate of successful transfer from prison to community treatment in Harrow is lower than the national average and represents a lost opportunity to potentially engage people who had been in treatment while in prison.

WDP have recently been awarded a two-year grant to provide a Prison Link Worker. Although a particularly difficult cohort to engage there is a great deal that can be undertaken to improve outcomes in this area and the Prison Link Worker will work with the prison’s CARAT (Counselling, Assessment, Referral, Advice and Through-care) team to

identify substance misusers within prisons. Links will be reinforced with key individuals within prisons and robust referral pathways implemented to ensure that all offenders are offered an appointment on release and where appropriate can be assessed within prison before their release. The Prison Link Worker will be co-located at NPs and CRC and other appropriate criminal justice settings including but not limited to prisons themselves.

Increased involvement of Harrow Substance Misuse Service with the CRC and NPS via a new Prison Link Worker will help make the critical phase of transition more likely to succeed and support the engagement of drug and alcohol misusing offenders into effective treatment with the objective of reducing drug and/or alcohol-related crimes and anti-social behaviour.

Despite high abstinence levels, partly due to the ethnic and religious breakdown of the borough it is estimated that 50,000 people in Harrow are drinking at hazardous and harmful levels and 1,607 people have an alcohol dependence requiring treatment¹¹. We are committed to addressing the cause of alcohol misuse. Those drinkers who are drinking at any elevated level of risk will benefit from accurate identification and advice from their professional and the evidence base for the effectiveness of IBA is strong. The World Health Organisation and the Department of Health have both acknowledged over 50 peer reviewed academic studies that demonstrate IBA is both effective and cost effective in reducing the risks associated with drinking. On average, 1 in 8 drinkers who receive this type of support from a health care professional will reduce their drinking to the lower-risk levels¹². However, this may be an underestimation of the benefits as some may reduce their drinking but not to lower-risk levels.

WDP is currently delivering IBA across the borough and supporting Harrow stakeholders in the shared objective to improve the wellbeing and quality of life of residents. IBA training is currently being offered to frontline staff including Custody and Neighbourhood Police, Domestic Violence Agencies, Children and Family Services (including supporting family members to respond to change resistant drinkers, making family members more aware of

¹¹ Estimates of Alcohol Dependence in England based on APMS 2014, including Estimates of Children Living in a Household with an Adult with Alcohol Dependence Prevalence. Trends, and Amenability to Treatment - Public Health England, March 2017

¹² Moyer, A., Finney, J., Swearingen, C. and Vergun, P. (2002) Brief Interventions for alcohol problems: a meta-analytic review of controlled investigations in treatment-seeking and non-treatment seeking populations, *Addiction*, 97, 279-292.

barriers to change, harm reduction and impact of physical effects) to improve engagement with individuals who may not normally access a Drug and Alcohol Service.

The Council helps support the responsible retailing of alcohol through its' statutory duties under the Licensing Act 2003, which includes preventing crime and disorder arising from alcohol-licensed premises. In 2016 it launched the Best Bar None accreditation scheme for pubs and bars with the police, Harrow Town Centre Business Improvement District and the private sector, in which thirteen premises participated. The Council's plan is to increase the number and type of premises taking part in Best Bar None year-on-year.

In 2017 the Council's licensing team conducted on-street surveys in Burnt Oak Broadway and Sudbury which confirmed that on-street drinking was perceived as a concern for local residents of both sexes and across different ages and ethnic backgrounds. The licensing team will work with the police and Trading Standards to introduce Neighbourhood Watch-style schemes with off-licences in Wealdstone, Burnt Oak Broadway, Sudbury Town and potentially Northolt Road to promote responsible alcohol retailing, information-sharing and reduce on-street drinking.

Extremism and hate crime

The Counter Terrorism and Security Act (2015) placed a duty on specified authorities to have due regard to the need to prevent people from being drawn into terrorism. Authorities subject to the provisions must have regard to the Prevent Duty Guidance when carrying out the duty.

Specified authorities include:

- Local authorities
- Higher/further education
- Schools and registered child care providers
- The health sector
- Prisons and probation (including Young Offenders Institutions)
- Police

By endorsing and supporting the approach being taken in Harrow the Council will be working towards complying with the Prevent duty Harrow. The Prevent strategy, published by the Government in 2011, is part of the overall counter-terrorism strategy, CONTEST.

There are four work streams within CONTEST:

- PREVENT: to stop people becoming terrorists or supporting terrorism
- PROTECT: to strengthen our protection against an attack
- PREPARE: to mitigate the impact of an attack
- PURSUE: to stop terrorist attacks

The aim of the Prevent strategy is to reduce the threat to the UK from terrorism by stopping people becoming terrorists or supporting terrorism. The Prevent strategy has three specific objectives:

- Responding to the ideological challenge of terrorism and the threat we face from those who promote it;
- Preventing people from being drawn into terrorism and ensuring that they are given appropriate advice and support; and
- Work with sectors and institutions where there are risks of radicalisation that we need to address.

Terrorist groups often draw on extremist ideology, developed by extremist organisations. The Government has defined extremism in the Prevent strategy as: 'vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces.'

The Prevent strategy was explicitly changed in 2011 to deal with all forms of terrorism and with non-violent extremism, which can create an atmosphere conducive to terrorism and can popularise views which terrorists then exploit. Prevent is intended to deal with all kinds of terrorist threats in the UK.

The current threat level for international terrorism for the UK is assessed as severe, which means that a terrorist attack is highly likely. Preventing people from being drawn into

terrorism is therefore a high priority for government, and by introducing the Prevent duty all named authorities must ensure that they have due regard to the need to prevent people from being drawn into terrorism.

The approach taken in Harrow has been to work in partnership with other named authorities bound by the duty, and to engage with communities in this challenging and high profile area of work.

Harrow's approach has also been firmly rooted from a safeguarding perspective. The Prevent strategy states that 'safeguarding vulnerable people from radicalisation is no different from safeguarding them from other forms of harm'.

In complying with the duty a risk assessment has been carried out in Harrow (in partnership with Harrow police and SO15 – Counter Terrorism Command) and a local Prevent Action Plan has been drawn up. A multi-agency Prevent Action Plan Group has been set up to review progress of the action plan and where necessary to agree additional actions if required.

Some of the main areas of work to date have been around raising awareness of Prevent, staff training (Workshop to Raise Awareness of Prevent – WRAP), establishing and effectively operating a multi-agency panel for those individuals identified as vulnerable to radicalisation (Channel), and ensuring that publically owned venues and resources do not provide a platform for extremists. All of these actions assist us in meeting the recommendations of the Prevent Duty Guidance which was issued in 2015 alongside the counter Terrorism and Security Act.

Our aim is to ensure that all relevant practitioners and frontline staff, including those of its contractors, have a good understanding of Prevent and are trained to recognise vulnerability to being drawn into terrorism and are aware of available programmes to deal with these issues. Over the last year over 1,500 people were trained, by the Council, using the Home Office WRAP package – Workshop to Raise Awareness of Prevent.

There are a number of expectations upon local authorities including:

- Making appropriate referrals to Channel (a programme that provides support to individuals who are at risk of being drawn into terrorism, which has been put on a

statutory footing by the Counter Terrorism and Security Act). Channel arrangements are established in Harrow and the multi-agency panel meets on a monthly basis.

- Ensuring publically-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. This includes considering whether IT equipment available to the general public should use filtering solutions that limit access to terrorist and extremist material. Prevent advice (and police recommendations regarding halls for hire), has been shared across the Council and with partners.
- Ensuring organisations who work with the Council on Prevent are not engaged in any extremist activity or espouse extremist views. Currently the Council is not delivering any specific Prevent projects.

In addition to this, all Local Authorities are also expected to ensure that these principles and duties are written into any new contracts for the delivery of services in a suitable form. Discussions around this have been started with procurement colleagues and commissioners.

In relation to community cohesion, Harrow is a hugely diverse borough, which benefits from positive levels of community cohesion. In the last Reputation Tracker 79% of residents were positive about people from different backgrounds in their area getting on well together.

However, we are not complacent about community cohesion, and on a weekly basis (in partnership with Harrow police) we monitor community tensions. Where necessary, appropriate action is taken with relevant partners to ensure that tensions do not escalate.

Following national and international events the Council has brought leaders from different communities together to hear key messages from the police and council and to ensure that messages of unity, community cohesion and reassurance are given and disseminated via different community leaders. This has proved to be a very helpful approach.

Harrow has the lowest level of hate crime in London, but we recognise that hate crime is often under reported. The Council has commissioned Stop Hate UK to provide third party reporting arrangements. Stop Hate UK information is widely promoted and communities

are encouraged to report incidents of hate crime directly to the police or via Stop Hate UK. Victims of hate crime are provided with casework support via the Community Safety Team.

In addition to this we often hear from people with care/support needs and those with learning disability about being targeted e.g. bullying by young people around the bus station. They also experience “mate crime” where they can be befriended for the purposes of exploitation. The Safeguarding Adults Board has prioritised community safety this year and hope to formally launch the “Safe Place Scheme” later this year.

Delivering the Strategy

The Strategy's objectives will be delivered in partnership through Safer Harrow, which is responsible for co-ordinating activity between the Police, the British Transport Police, the Council, the London Fire Brigade, the London Probation Service, the Voluntary and Community Sector and any other relevant organisation to reduce crime, disorder, anti-social behaviour and the fear of crime. In light of our renewed focus in the Strategy, Safer Harrow will be reviewing the current governance arrangements and are in the process of developing a process which will be better aligned to ensuring the effective implementation of the Delivery Plan.

The role of Safer Harrow is to bring key agencies and players together in order to ensure that we are working effectively with one another in order to reduce crime and disorder in Harrow. Safer Harrow adds value by having a strategic overview of all programmes and providing support to partners in order to ensure that the overall objectives of the partnership are achieved through effective collaboration. Its purpose is to identify links, reduce duplication, and make sure that gaps in service provision are identified so that programmes can address issues that are of particular concern. Although Safer Harrow cannot instruct other agencies what to do or how to do it, it can highlight 'need' and encourage joint working, co-operation and participation in achieving improvements and solutions.

Safer Harrow also provides a forum in which to examine the performance of programmes and how they can be assessed. This includes facilitating the sharing of data and information in a timely and relevant way so that those who need to know can easily find out about problems, issues, individuals of interest, and those needing support. A number of data sharing agreements have been reviewed in the last year and will be refreshed to facilitate better joint working.

Governance of community safety, including this Strategy, sits with Safer Harrow and the strategic objectives will be measured through a Delivery Plan, which will clear outcomes and measures. In order to establish an effective delivery mechanism of the fund, Safer Harrow will be working closely with the voluntary and community sector to deliver the projects outlined in this strategy aimed at reducing violence, vulnerability and exploitation, and a Delivery Group will oversee the whole programme. In doing this we will ensure that we avoid duplication and support existing bodies where they already exist.

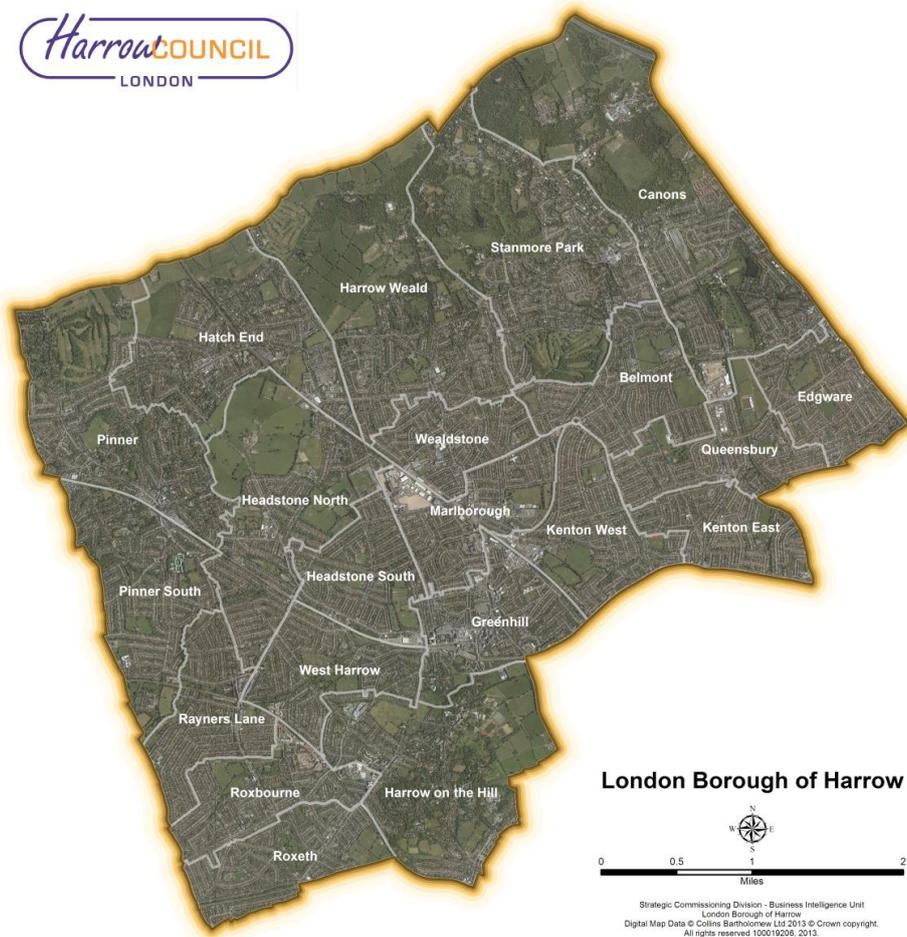
Over the next two years the Council will be receiving funding under the Mayor's Office for Policing and Crime (MOPAC) through the London Crime Prevention Fund (LCPF) to tackle priorities in the new London Police and Crime Plan. As part of this, MOPAC have approved funding aimed at a programme of Violence, Vulnerability and Exploitation projects, outlined in this strategy, which will help us respond to the gangs peer review, the rise in youth violence that we are seeing in the borough.

We are fortunate in that we have a vibrant and efficient voluntary and community sector with which we have a close working partnership. This has meant that to date we have made substantial gains in closing the gap between vulnerable groups through targeted interventions, and this will continue to be the theme of our forthcoming programmes.

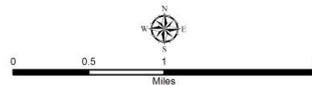
In delivering this Strategy Safer Harrow will be producing a themed Delivery Plan which will oversee projects which will contribute to the strategic objectives outlined in this Strategy, including all of the MOPAC funded projects agreed for the 2017/18 and 2018/19 financial years.

Annual Crime Report 2015 & 2016

A Summary of Crime in Harrow



London Borough of Harrow



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London Borough of Harrow
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Harrow Council, Station Road, Harrow, HA1 2XY
Strategic Commissioning Division - Business Intelligence Unit



Harrow Annual Crime Report 2015 & 2016

Title:	Safer Harrow Annual Crime Report
Purpose:	Planning for Community Safer Strategy
Relevant to:	Safer Harrow Management Group
Authors:	Harrow Council - Business Intelligence Unit
Date Created:	December 2016

Acknowledgements

- Metropolitan Police – <http://maps.met.police.uk/tables.htm>
 - Data extract: December 2016
- Safe Stats – <https://maps.london.gov.uk/safestats/>
 - Data extract: March 2017



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Purpose

Safer Harrow refers to the Community Safety Partnership that was set up following the 1998 Crime and Disorder Act with the aim of promoting a multi-agency approach to reducing crime and anti-social behaviour. Safer Harrow comprises the Police, Harrow Council, the Primary Care Trust, London Probation, London Fire Brigade, Trading Standards and the voluntary sector.

Crime rates were based on ONS Mid-year Population Estimates:

- Harrow: 246,000 (2014), 247,130 (2015)
- Greater London: 8,530,700 (2014), 8,673,713 (2015)

Time periods:

1. October 2014 through September 2015
2. October 2015 through September 2016

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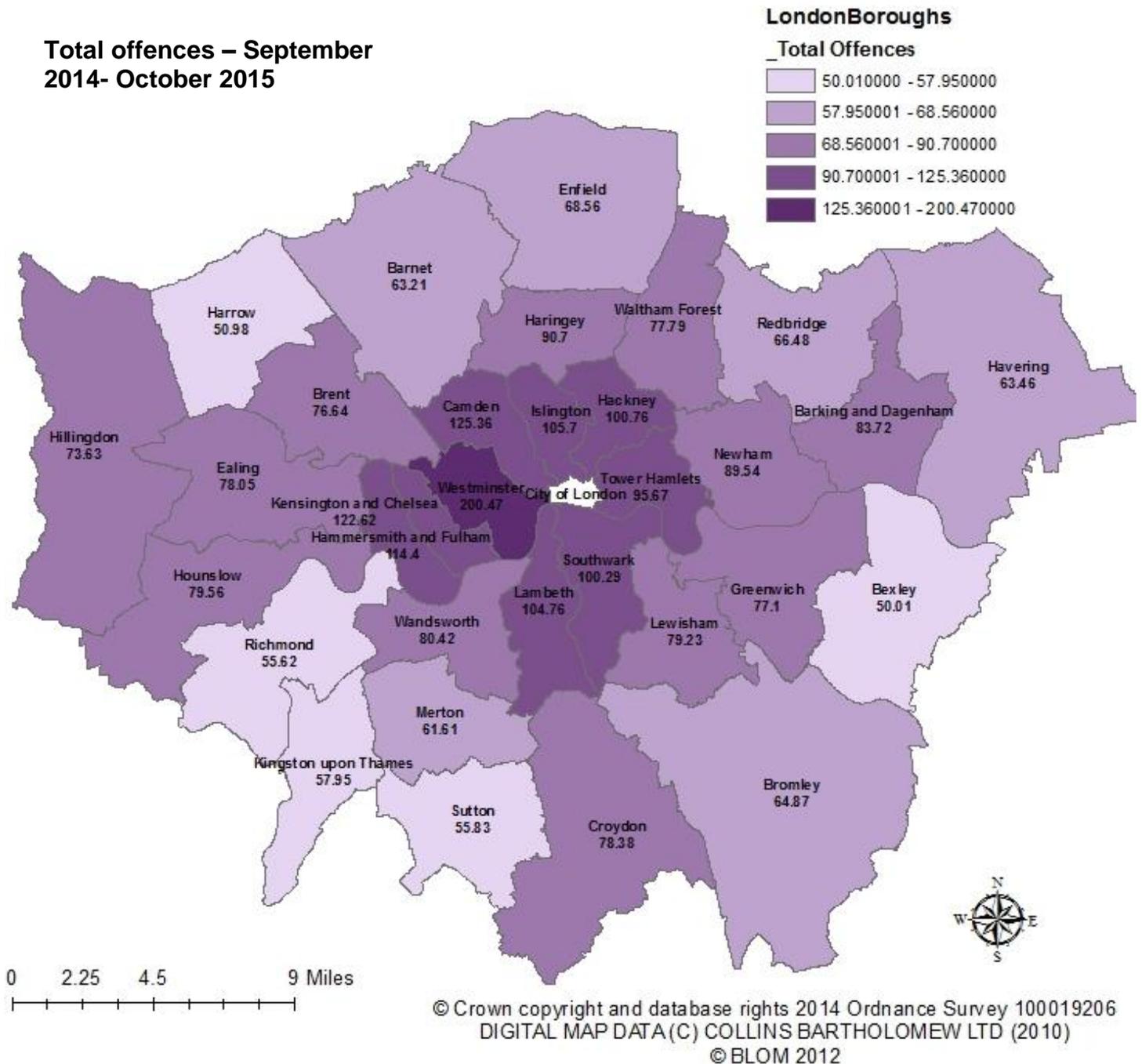
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Level of total crime in Harrow & Greater London

Greater London

The total of recorded offences during Period 1 (October 2014 - September 2015), for Greater London, was 727,488. The total of recorded offences during Period 2 (October 2015 - September 2016), for Greater London, was 758,919

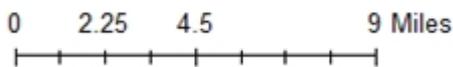
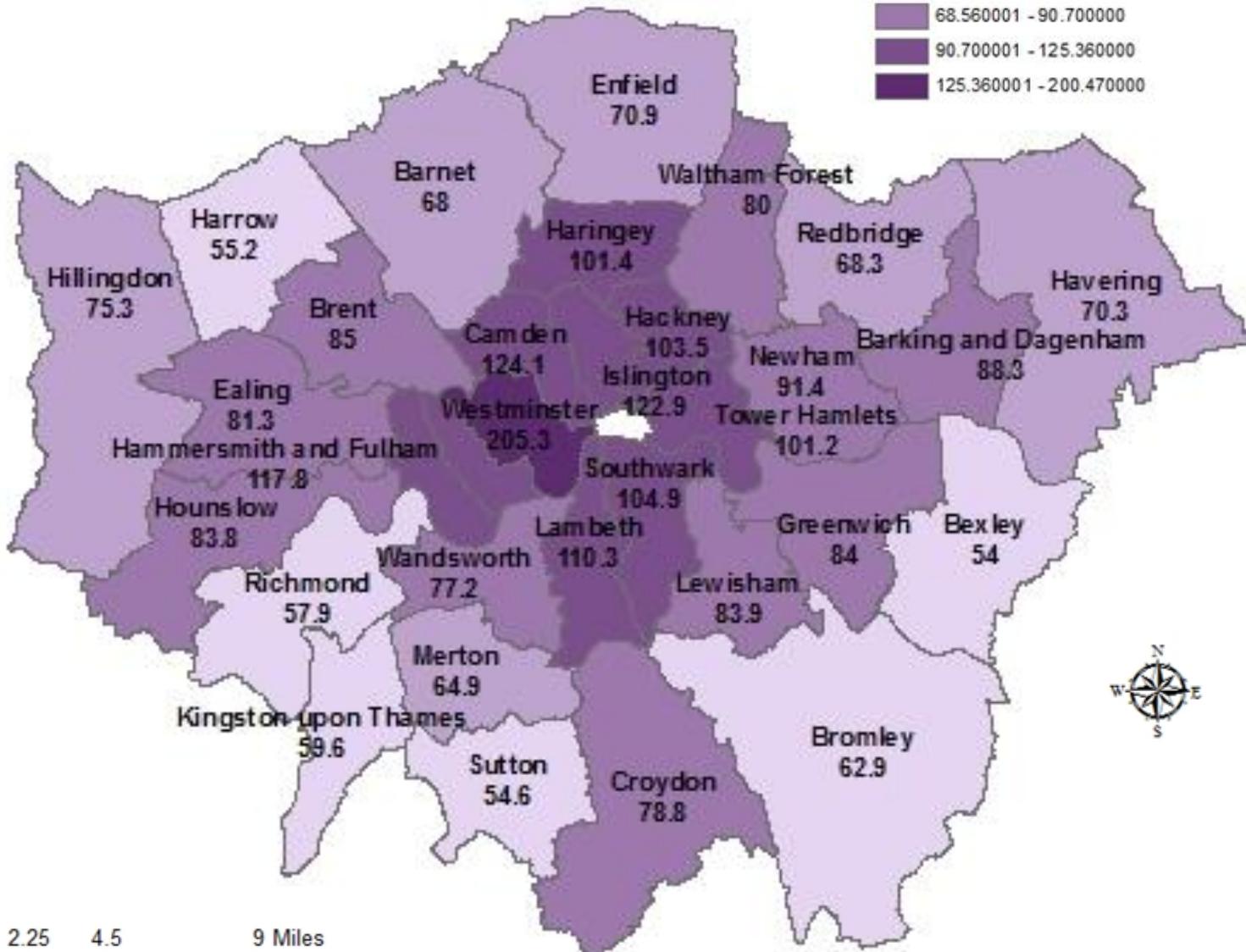
This represents a 4.32% increase or 31,431 more crimes in period 2 over period 1.



Total offences – September 2015- October 2016

London Boroughs

_Total Offences



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Change in the level of crime in Harrow & Greater London

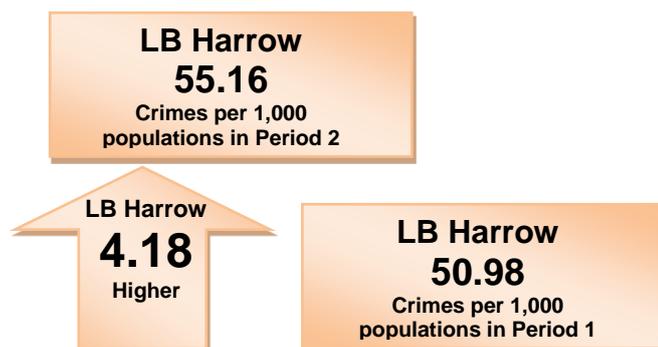
Harrow

In Harrow, a total of 13,631 crimes were recorded during Period 2, which was 1.79% of all crime reported in Greater London. This was the sixth lowest of actual crimes reported. When this total is divided by Harrow's population the resulting crime rate is 55.2 crimes per 1,000 population. This gives Harrow the third lowest crime rate in London.

The total number of all crimes in Harrow in Period 2 increased by 8.19%, compared to Period 1 (12598 to 13631). This is higher than Greater London's 4.42% increase as a whole.

When comparing with Harrow's neighbouring boroughs; Hillingdon has shown the greatest reduction in the crime rate between the two time periods and Ealing' increase was slightly lower than Harrow's. Barnet showed a similar increase to Harrow and Brent recorded the largest increase in the area.

Total offences	Period 1 - Previous		Period 2 - Current		Offences Change
	Offences	Rate	Offences	Rate	
Hillingdon	21921	73.63	22415	75.29	1.66
Ealing	26775	78.05	27877	81.26	3.21
Harrow	12598	50.98	13631	55.16	4.18
Barnet	24002	63.21	25824	68.01	4.80
Brent	24833	76.64	27540	85.00	8.35
Greater London	727488	83.87	758919.00	87.50	-3.62



Borough	Previous *	Current *	Change *	Borough	Previous *	Current *	Change *
Barking and Dag'	83.72	88.28	4.56	Hounslow	79.56	83.77	4.21
Barnet	63.21	68.01	4.80	Islington	105.70	122.89	17.20
Bexley	50.01	53.97	3.96	Kens' and Chelsea	122.62	129.67	7.04
Brent	76.64	85.00	8.35	Kings' upon Thames	57.95	59.60	1.65
Bromley	64.87	62.91	-1.96	Lambeth	104.76	110.25	5.48
Camden	125.36	124.11	-1.25	Lewisham	79.23	83.88	4.65
Croydon	78.38	78.83	0.45	Merton	61.61	64.88	3.27
Ealing	78.05	81.26	3.21	Newham	89.54	91.40	1.86
Enfield	68.56	70.88	2.32	Redbridge	66.48	68.35	1.87
Greenwich	77.10	83.98	6.88	Rich' upon Thames	55.62	57.92	2.31
Hackney	100.76	103.49	2.73	Southwark	100.29	104.91	4.62
Ham and Fulham	114.40	117.85	3.45	Sutton	55.83	54.61	-1.23
Haringey	90.70	101.38	10.68	Tower Hamlets	95.67	101.23	5.57
Harrow	50.98	55.16	4.18	Waltham Forest	77.79	80.04	2.25
Havering	63.46	70.35	6.89	Wandsworth	80.42	77.21	-3.21
Hillingdon	73.63	75.29	1.66	Westminster	200.47	205.34	4.87

* Previous - Crime rates based on offences from October 2014 - September 2015 with ONS Mid-Year Estimates from 2014 & 2015.

* Current - Crime rates based on offences from October 2015 - September 2016 with ONS Mid-Year Estimates from 2015.

* Change - The percentage change based on the two time periods.

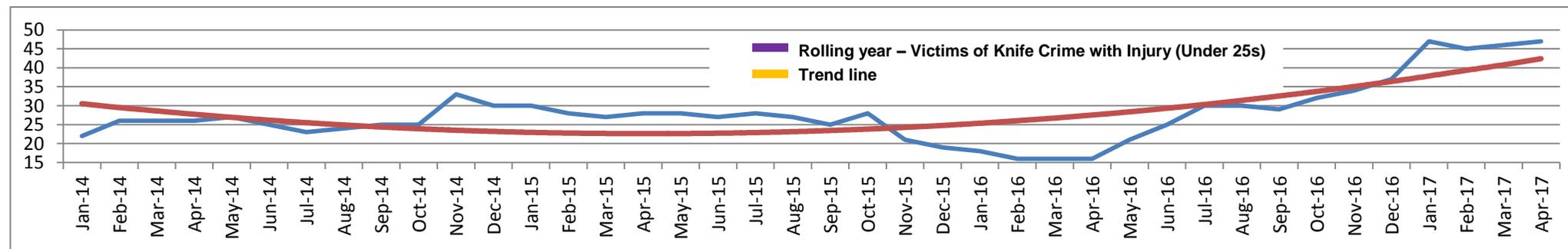
Gang Crime and Serious Youth Violence

Knife Crime w/Injury

This includes victims of knife injury aged between 1-24 years not flagged as Domestic Abuse. There was a total of 47 under 25s victims of knife crime injury in 2016/17. This translates to a 0.13 rate increase or 31 additional victims from 2015/16. Both Barnet and Ealing have seen a decrease in victims both over last 4 years and the recent year. Brent and Harrow have seen significant increases over these periods.

	Rolling year April 2014		Rolling year April 2015		Rolling year April 2016		Rolling year April 2017		(over 4 years) Actual Change	(over 4 years) Rate change	(over last year) Actual Change	(over last year) Rate change
Barnet	42	0.11	34	0.09	67	0.18	37	0.10	-5	-0.01	-30	-0.08
Brent	40	0.12	60	0.19	55	0.17	92	0.28	52	0.16	37	0.11
Ealing	65	0.19	78	0.23	67	0.195	61	0.18	-4	-0.01	-6	-0.02
Harrow	26	0.11	28	0.11	16	0.06	47	0.19	21	0.08	31	0.13
Hillingdon	28	0.10	30	0.10	32	0.11	47	0.16	19	0.06	15	0.05

The graph shows from January 2014- April 2017 that there is an upward trend in under 25 year old victims of knife crime with injury. In January 2014 the trend began by decreasing but then started increase from June 2015 with a sharper increase from October 2016.



Source: MOPAC Gangs Dashboard April 20

Gang Flagged offences

This includes any crime or crime-related incident where any individual believes that there is a link to the activities of a gang or gangs.

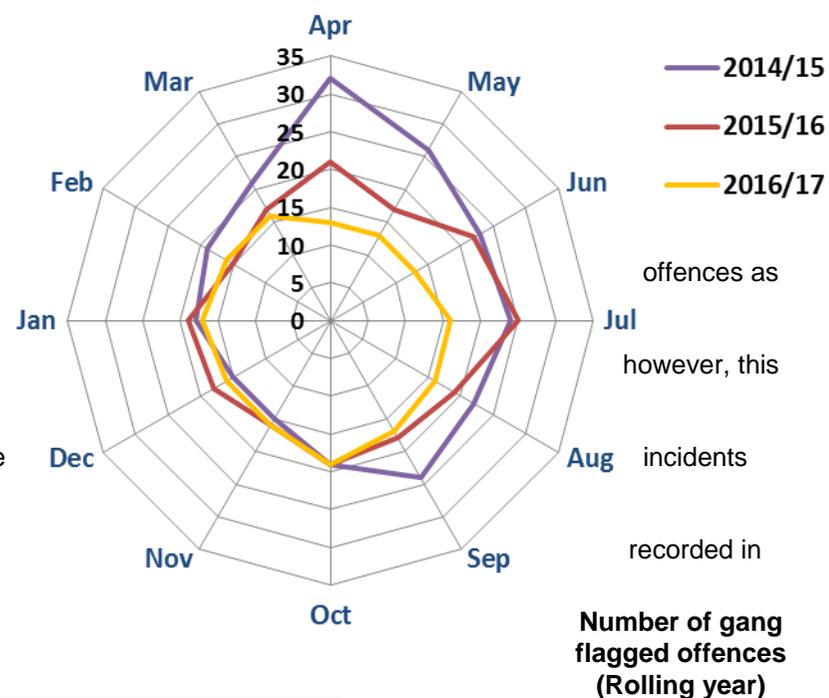
The chart below shows that since 2014/15 the number of gang flagged offences has fallen significantly. There has been a downward trend in gang flagged offences in Harrow, with a total of 17 in 2016/17. This translates to a 0.6 rate decrease or 15 fewer incidents since 2014.

The data does not correspond with local experience so may reflect a change in the tendency to flag gang related

In 2014 Brent had the highest amount of offences, reducing significantly to 39 in 2016. Over the last year has increased to 53.

Barnet has experienced the most significant upward trend of Harrow's nearest neighbours – with 38 more recorded in 2017 than in 2014.

Over the last four years Ealing has sustained a downward trend in offences, with 38 fewer incidents 2017 than in 2014 and 4 fewer incidents since 2016.



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	Rolling year April 2014	Rate	Rolling year April 2015	Rate	Rolling year April 2016	Rate	Rolling year April 2017	Rate	(over 4 years) Actual Change	(over 4 years) Rate change	(over last year) Actual Change	(over last year) Rate change
Barnet	22	0.06	54	0.14	20	0.05	58	0.15	36	0.09	38	0.10
Brent	71	0.22	44	0.14	39	0.12	53	0.16	-18	-0.06	14	0.04
Ealing	30	0.09	42	0.17	18	0.07	14	0.04	-16	-0.05	-4	-0.03
Harrow	32	0.13	21	0.08	13	0.05	17	0.07	-15	-0.06	4	0.02
Hillingdon	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a

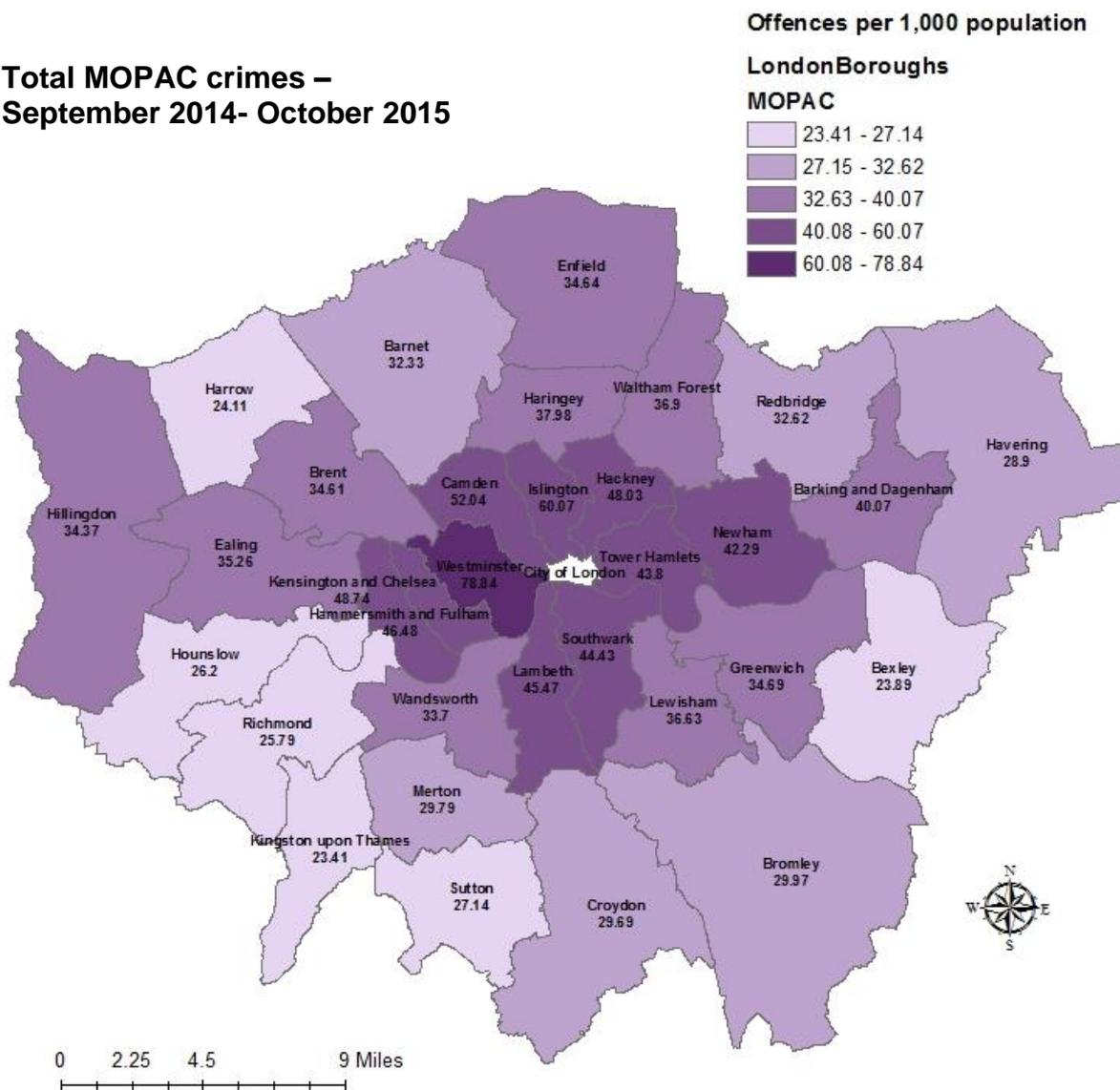
Source: MOPAC Gangs Dashboard April 2017

MOPAC 7 Crimes in Greater London

There were 406,797 MOPAC offences reported throughout Greater London during Period 2 (October 2015 - September 2016) giving a rate of 46.9 crimes per 1,000 population. This was an increase of 2.5% from the 335,482 MOPAC 7 crimes committed during time Period 1 (October 2014 through September 2015) at a rate of 38.68 crimes per 1,000 population.

In Harrow, a total of 6,697 MOPAC crimes were recorded during Period 2, which was 2% of all MOPAC 7 crimes reported in Greater London. This was the sixth lowest number of crimes reported giving Harrow a rate of 27.10 MOPAC crimes per 1,000 population. Harrow had the sixth lowest MOPAC 7 recorded crime rate, with Barnet Kingston upon Thames, Bexley, Sutton and Richmond upon Thames all being above Harrow.

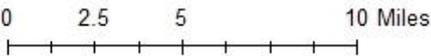
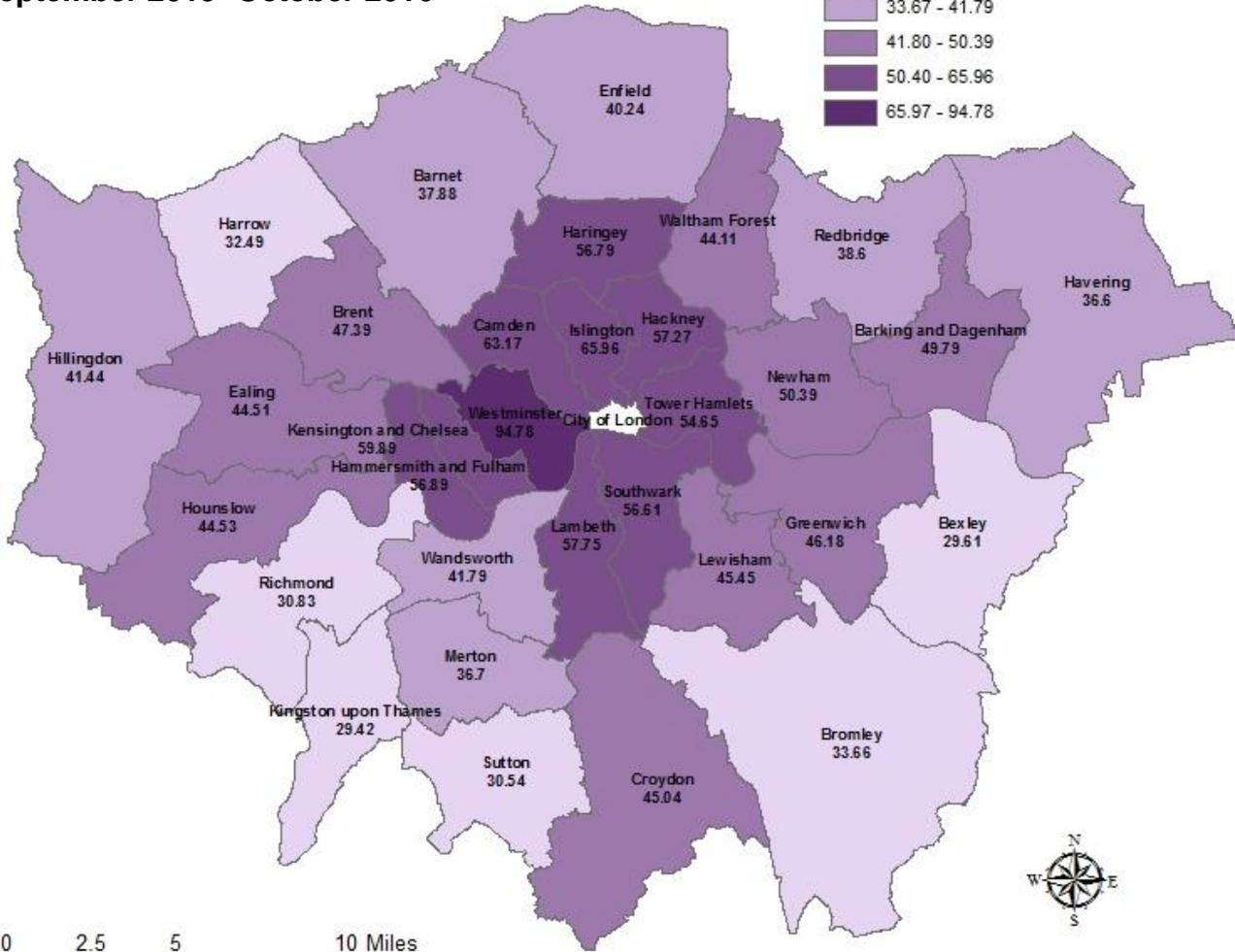
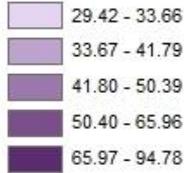
Total MOPAC crimes – September 2014- October 2015



**Total MOPAC crimes –
September 2015- October 2016**

Crime rate values

London Boroughs



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Greater London
38.68
MOPAC Crimes per 1,000
populations in Period 1

Greater
London
8.22
higher

Greater London
46.9
MOPAC Crimes per 1,000
populations in Period 2

LB Harrow
24.11
MOPAC Crimes per 1,000
populations in Period 1

LB Harrow
higher
2.99

LB Harrow
27.10
MOPAC Crimes per 1,000
populations in Period 2

MOPAC 7 Crimes in Greater London Below are the MOPAC 7 Crime totals and rates per 1,000 pop from the latest 12 month period (October 2015 to September 2016).

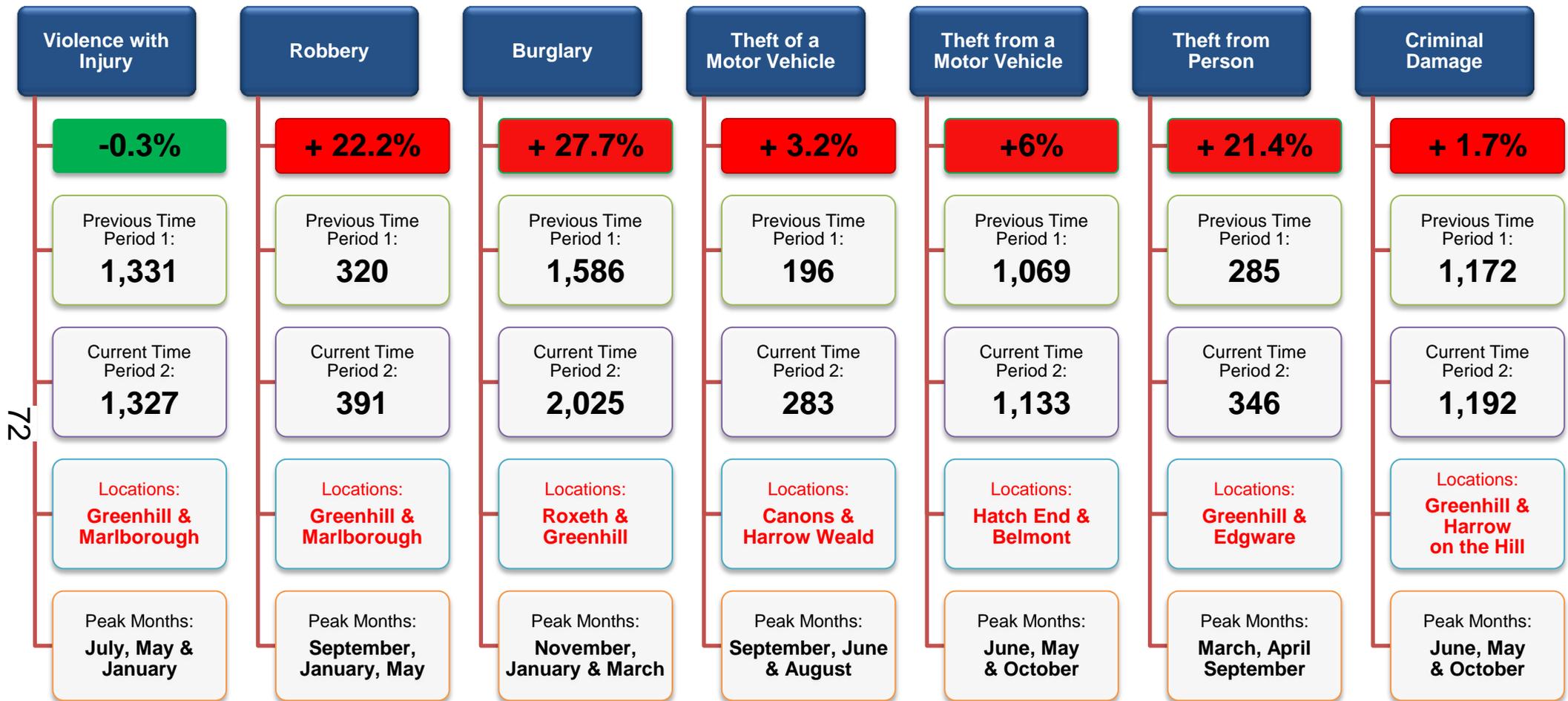
Borough	Violence with Injury		Robbery		Burglary		Theft of Motor Vehicle		Theft from a Motor Vehicle		Theft from Person		Criminal Damage	
	Figures	Rate	Figures	Rate	Figures	Rate	Figures	Rate	Figures	Rate	Figures	Rate	Figures	Rate
Barking and Dagenham	2139	10.59	587	2.91	1413	7.00	868	4.30	1025	5.07	353	1.75	2004	9.92
Barnet	2226	5.86	478	1.26	3707	9.76	832	2.19	2323	6.12	667	1.76	2244	5.91
Bexley	1494	6.17	198	0.82	1055	4.36	570	2.35	919	3.80	164	0.68	1646	6.80
Brent	3042	9.39	975	3.01	2747	8.48	827	2.55	1965	6.06	729	2.25	2247	6.93
Bromley	2014	6.20	339	1.04	2340	7.20	733	2.26	1390	4.28	308	0.95	2179	6.71
Camden	2378	9.86	865	3.59	2697	11.19	849	3.52	1563	6.48	2614	10.84	1954	8.11
Croydon	3475	9.17	1106	2.92	2755	7.27	1077	2.84	1895	5.00	587	1.55	3253	8.58
Ealing	2935	8.56	667	1.94	2542	7.41	838	2.44	2114	6.16	624	1.82	2633	7.68
Enfield	2377	7.24	861	2.62	2715	8.27	704	2.14	1905	5.80	534	1.63	2097	6.38
Greenwich	2761	10.05	500	1.82	1754	6.38	858	3.12	1384	5.04	559	2.03	2500	9.10
Hackney	2723	10.12	1028	3.82	2816	10.47	641	2.38	1531	5.69	2485	9.24	1984	7.38
Hammersmith & Fulham	1759	9.80	368	2.05	1605	8.95	829	4.62	1770	9.87	722	4.02	1437	8.01
Haringey	2922	10.71	1209	4.43	2441	8.95	898	3.29	1807	6.62	1775	6.51	2246	8.23
Harrow	1327	5.37	391	1.58	2025	8.19	283	1.15	1133	4.58	346	1.40	1192	4.82
Havering	1984	7.97	308	1.24	1940	7.79	793	3.18	1004	4.03	392	1.57	1827	7.33
Hillingdon	2492	8.37	393	1.32	2064	6.93	701	2.35	1706	5.73	447	1.50	2472	8.30
Hounslow	2357	8.77	383	1.43	1817	6.76	758	2.82	1914	7.12	444	1.65	2255	8.39
Islington	2443	10.73	923	4.05	2167	9.52	703	3.09	1398	6.14	3344	14.69	2010	8.83
Kensington & Chelsea	1246	7.90	485	3.08	1506	9.55	875	5.55	1678	10.64	1234	7.82	1073	6.80
Kingston upon Thames	1121	6.46	132	0.76	872	5.03	242	1.39	464	2.67	404	2.33	1060	6.11
Lambeth	3732	11.50	1141	3.52	3010	9.28	961	2.96	2144	6.61	2092	6.45	2791	8.60
Lewisham	2852	9.59	837	2.82	2130	7.16	889	2.99	1407	4.73	588	1.98	2365	7.95
Merton	1433	7.01	267	1.31	1512	7.39	567	2.77	957	4.68	241	1.18	1411	6.90
Newham	3312	9.95	1295	3.89	2123	6.38	969	2.91	2463	7.40	1369	4.11	2478	7.45
Redbridge	2051	6.91	589	1.98	1952	6.58	952	3.21	1738	5.86	546	1.84	1748	5.89
Richmond upon Thames	930	4.78	125	0.64	1292	6.63	472	2.42	1001	5.14	210	1.08	1154	5.93
Southwark	3275	10.60	1239	4.01	2925	9.47	1039	3.36	1920	6.22	1724	5.58	2678	8.67
Sutton	1254	6.27	158	0.79	1216	6.08	332	1.66	751	3.75	145	0.72	1287	6.43
Tower Hamlets	2933	9.93	1183	4.01	2700	9.15	1163	3.94	1539	5.21	1606	5.44	2353	7.97
Waltham Forest	2466	9.09	583	2.15	1970	7.26	678	2.50	1518	5.60	648	2.39	2034	7.50
Wandsworth	2162	6.87	597	1.90	2444	7.77	1173	3.73	2122	6.75	703	2.23	1860	5.91
Westminster	3339	13.78	1770	7.31	3192	13.17	985	4.07	2166	8.94	5919	24.43	2182	9.01
Greater London Totals:	140268	16.17	21984	2.53	69456	8.01	25090	2.89	50680	5.84	34590	3.99	64729	7.46
Upper Quartile		6.91		1.32		6.89		2.37		4.93		1.57		6.64
Median		8.93		2.02		7.59		2.83		5.77		2.01		7.42
Lower Quartile		9.94		3.54		9.00		3.23		6.51		5.48		8.25

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MOPAC 7 Crimes in Harrow

October 2015 to September 2016

All figures stated below were taken from the MET Police website that was available at the end of December 2016. (+/- Percentage change of **actual** recorded crimes)



MOPAC 1: Violence with Injury

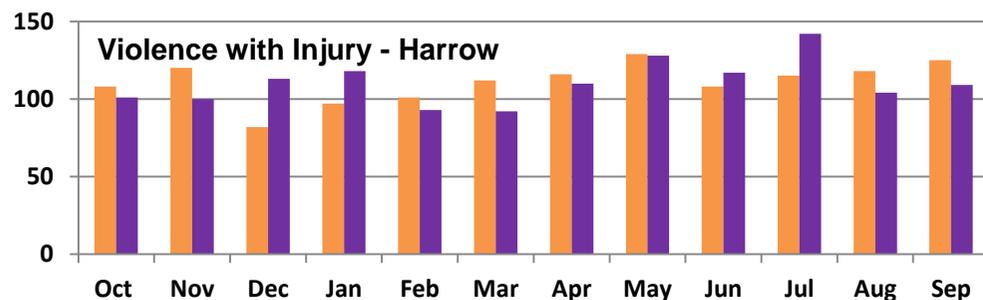
This includes a range of offences such as Murder, Wounding / GBH and Assault with Injury.



There were a total number of 1,327 offences during Period 2, which is a slight decrease from the Period 1. This translates to a 0.02 rate reduction or -4 offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

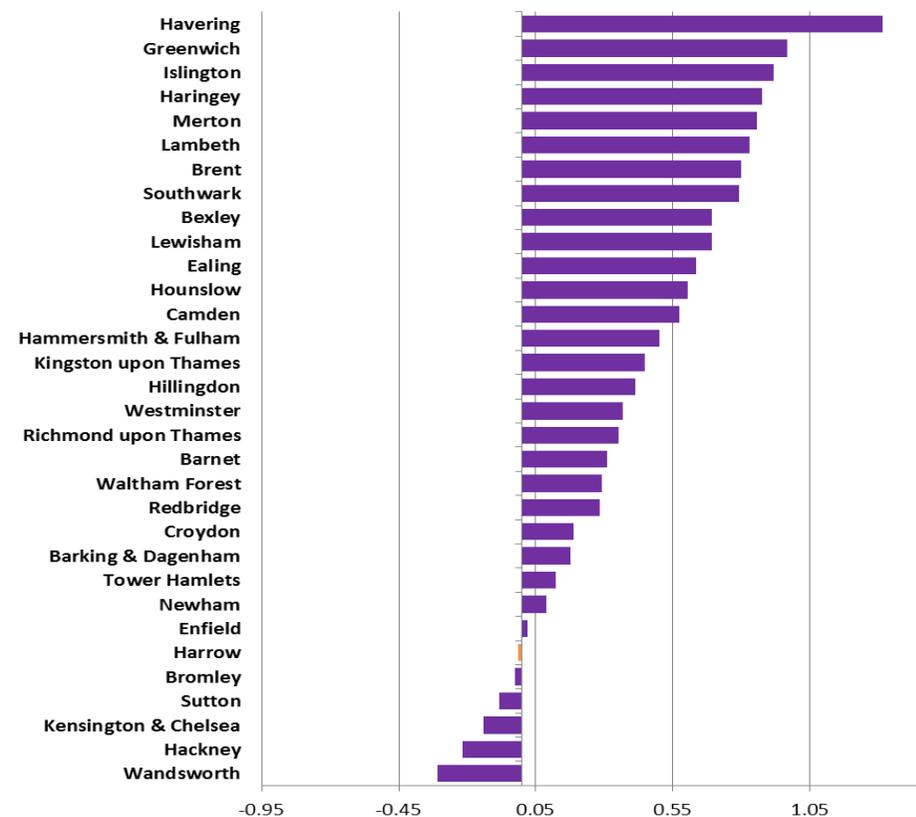
Violence with Injury	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Harrow	1331	5.39	1327	5.37	-4	-0.02
Barnet	2108	5.55	2226	5.86	118	0.31
Brent	3042	9.39	3042	9.39	0	0.00
Ealing	2717	7.92	2935	8.56	218	0.64
Hillingdon	2369	7.96	2492	8.37	123	0.41
Greater London	116162	13.39	140268	16.17	24106	2.78

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. Harrow has recorded small decrease in violence with injury between Periods 1 and 2. Less than a fifth of boroughs recorded a decrease.

Violence with injury - Rate change Period 1 – 2



MOPAC 2: Robbery

This includes crimes such as theft with the use of force or a threat of force. Personal robberies, commercial robberies and snatch are also included.

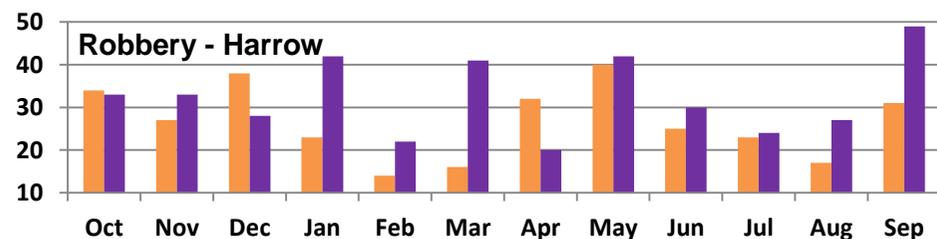


There was a total of 391 offences during Period 2, which is an increase from Period 1. This translates to a 0.29 rate increase or 71 additional offences in Period 2. The chart below also shows the number of offences in neighbouring boroughs and in Greater London.

Robbery	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Ealing	637	1.86	589	1.98	-48	-0.12
Barnet	635	1.67	478	1.26	-157	-0.41
Hillingdon	345	1.16	393	1.32	48	0.16
Harrow	320	1.29	391	1.58	71	0.29
Brent	792	2.44	975	3.01	183	0.57
Greater London	18623	2.15	21984	2.53	3361	0.39

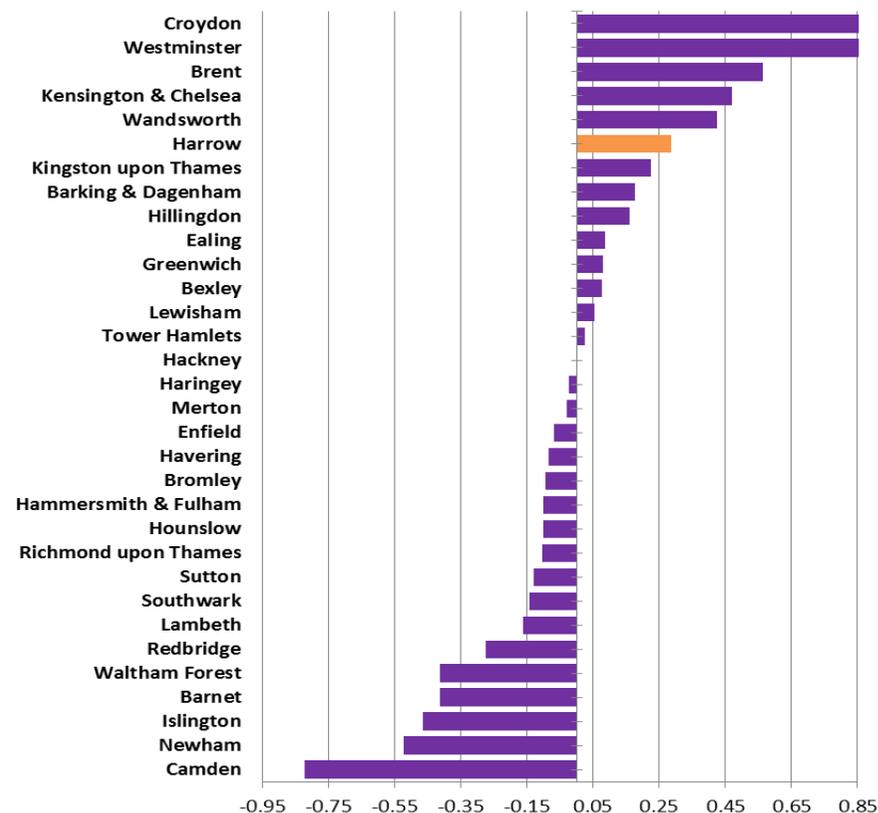
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The chart below shows in purple the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2.



The following chart shows the change in robbery from Period 1 and Period 2 by each London Borough. Harrow has recorded an increase. Slightly fewer than half of boroughs saw a decrease in robbery between Periods 1 and 2.

Robbery - rate change Period 1 – 2



MOPAC 3: Burglary

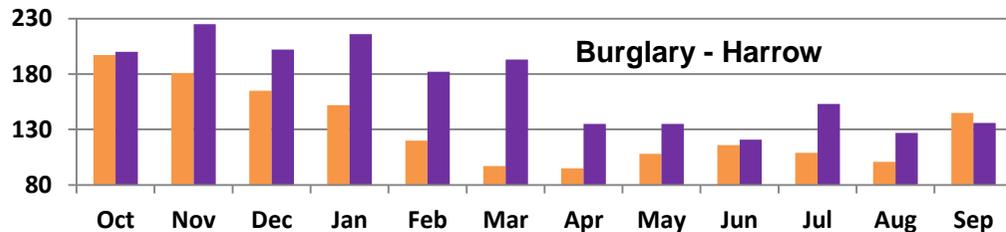
This includes the theft, or attempted theft, from a residential or commercial building/premises where access is not authorised. Damage to a building/premises that appears to have been caused by a person attempting to enter to commit a burglary, is also counted as burglary.



There was a total of 2,025 offences during Period 2, which is a significant increase from Period 1. This translates to a 1.78 rate increase or 489 additional offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

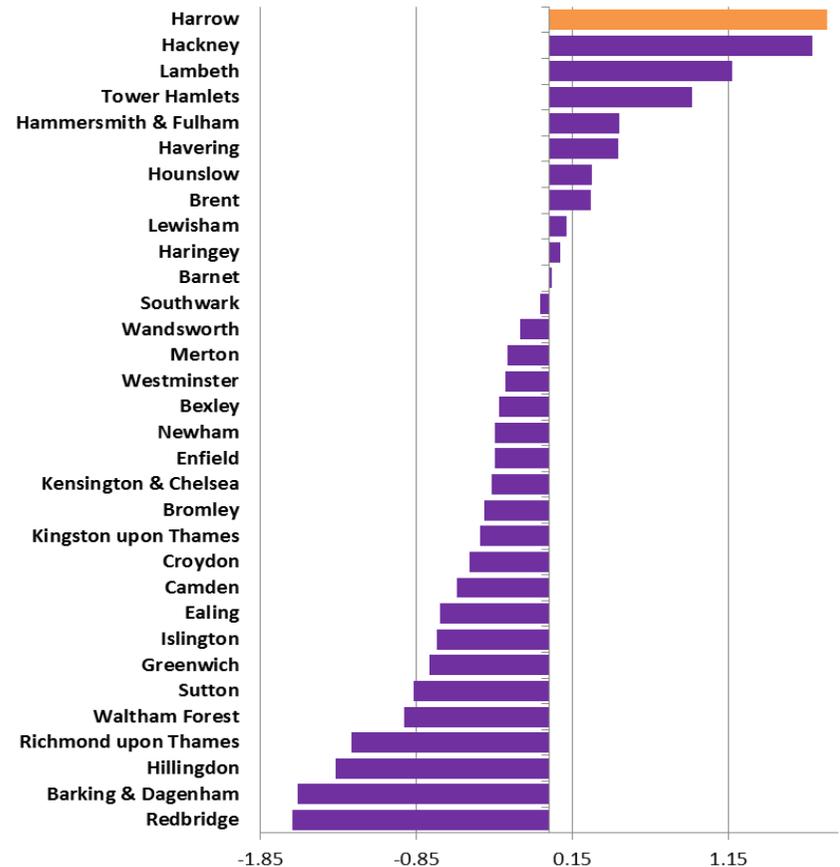
Burglary	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Ealing	2782	8.11	2542	7.41	-240	-0.70
Hillingdon	2471	8.30	2064	6.93	-407	-1.37
Barnet	3700	9.74	3707	9.76	7	0.02
Brent	2660	8.21	2747	8.48	87	0.27
Harrow	1586	6.42	2025	8.19	439	1.78
Greater London	58768	6.78	69456	8.01	10688	1.23

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. The burglary rates in over half of London boroughs have shown a decrease. Harrow experienced the largest rate increase when compared with the rest of Greater London.

Burglary rate change Period 1 – 2



MOPAC 4: Theft of a Motor Vehicle

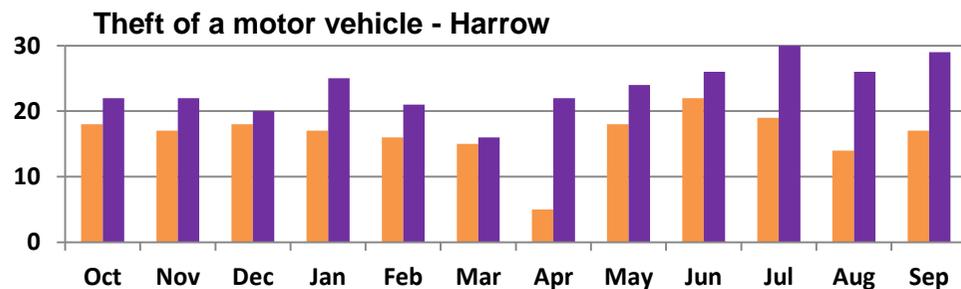
This includes the theft / taking of a motor vehicle or a similar type of motor vehicle.

0.35
Increase

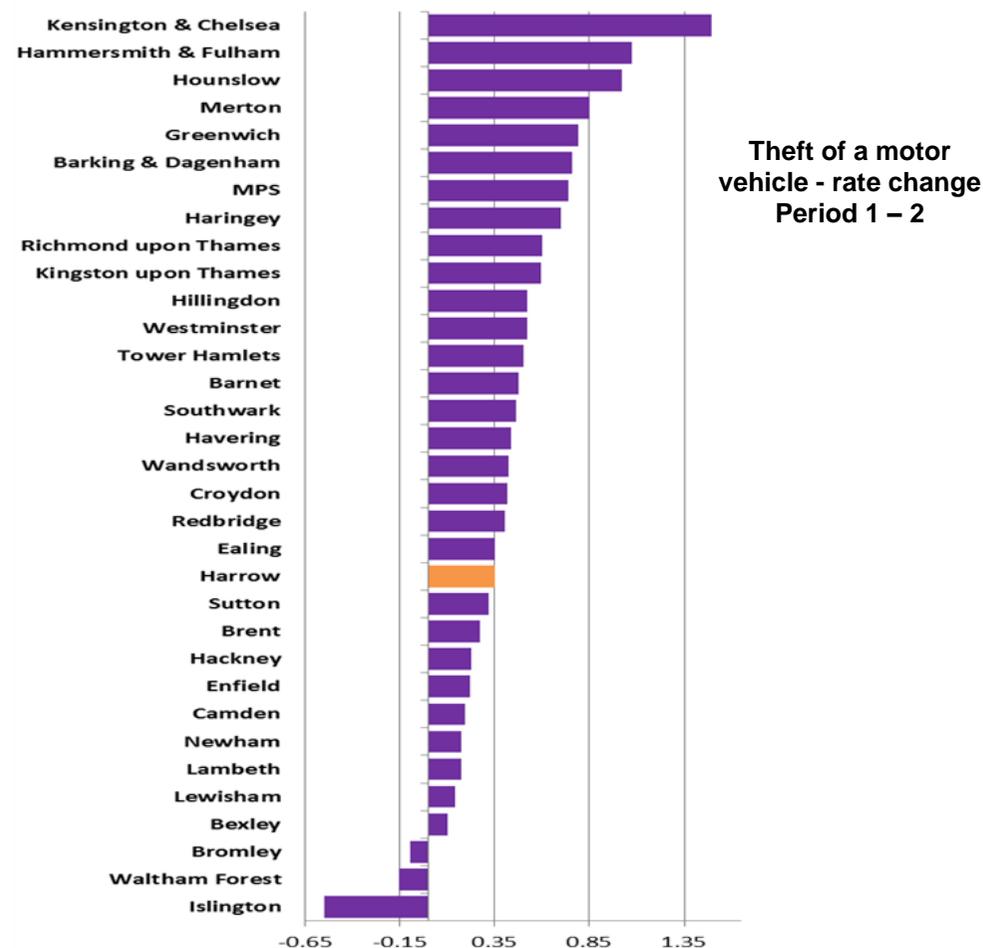
There was a total of 283 offences during Period 2, which is up from the previous Period. This translates to a 0.35 rate increase or 87 additional offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

Theft of a motor vehicle	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Hillingdon	546	1.83	701	2.35	155	0.52
Barnet	651	1.71	832	2.19	181	0.48
Harrow	196	0.79	283	1.15	87	0.35
Ealing	717	2.09	838	2.44	121	0.35
Brent	739	2.28	827	2.55	88	0.27
Greater London	18677	2.15	25090	2.89	6413	0.74

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. Harrow has shown a small increase in the rate of theft of a motor vehicle within Greater London. There is an upward trend across London as nearly all London Boroughs also experienced an increase.



MOPAC 5: Theft from a Motor Vehicle

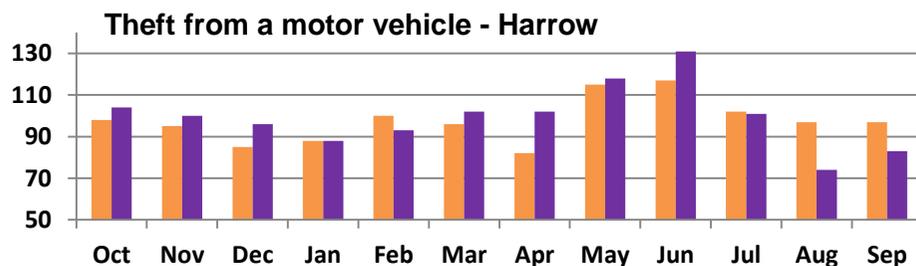
This includes theft of an item or object from a Motor Vehicle.



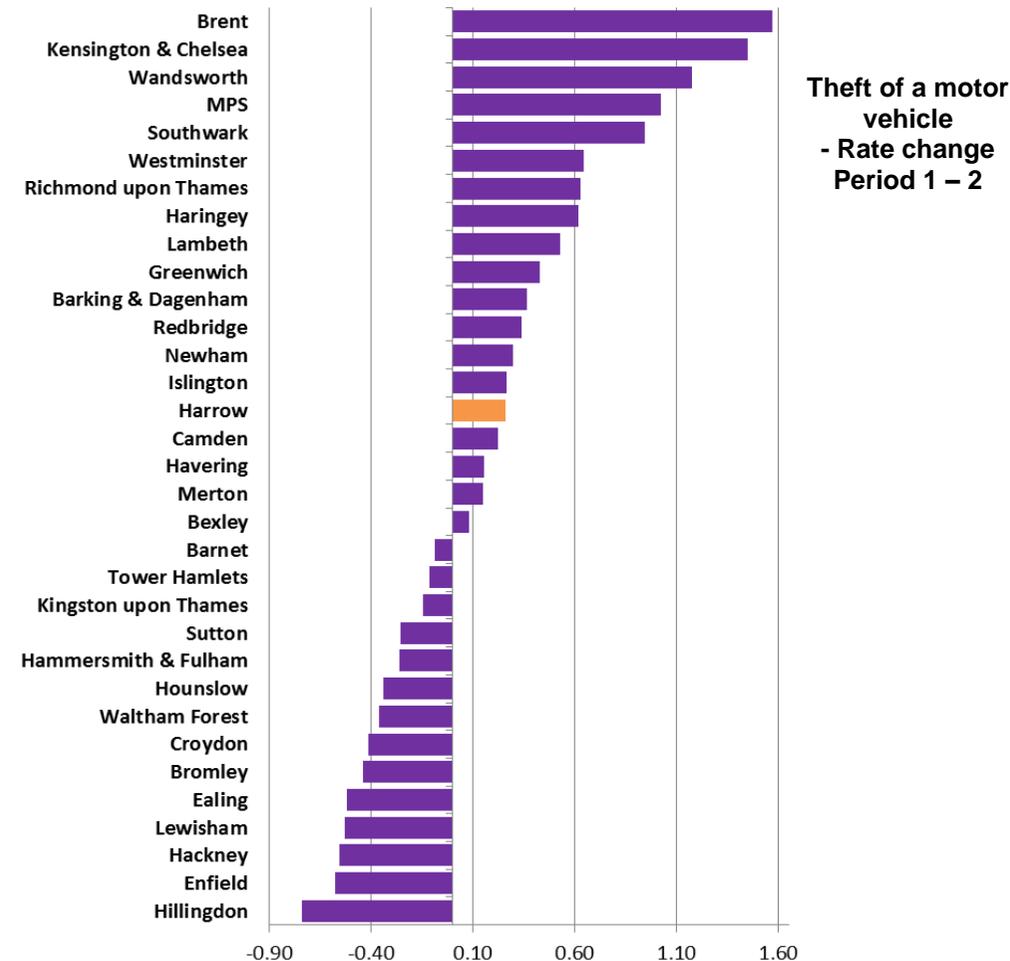
There was a total of 1,192 offences during Period 2, which is an increase from Period 1. This translates to a 0.08 rate increase or 20 additional offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

Theft from a Motor Vehicle	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Harrow	1,172	4.74	1,192	4.82	20	0.08
Barnet	2,202	5.80	2,244	5.91	42	0.11
Brent	2,109	6.51	2,247	6.93	138	0.43
Ealing	2,402	7.00	2,633	7.68	231	0.67
Hillingdon	2,214	7.44	2,472	8.30	258	0.87
Greater London	53,456	6.16	64,729	7.46	11273	1.30

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. Over half of boroughs experienced an increase in the rate of theft from a motor vehicle within Greater London. When compared to these areas Harrow's increase was relatively small.



MOPAC 6: Theft from a Person

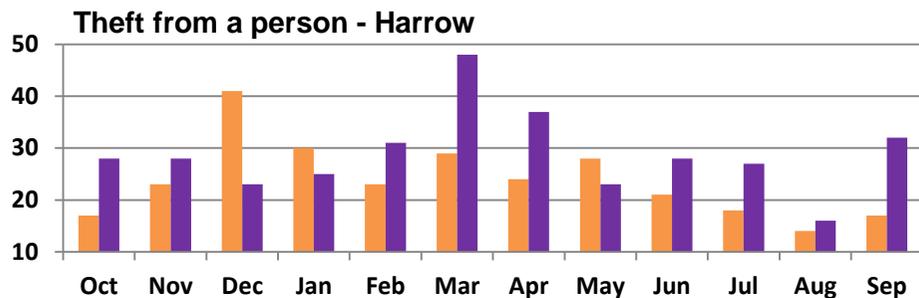
This includes theft from a person, pickpocket and other theft.

There was a total of 346 offences during Period 2, which is down from Period 1. This translates to a 0.25 rate increase or 61 additional offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

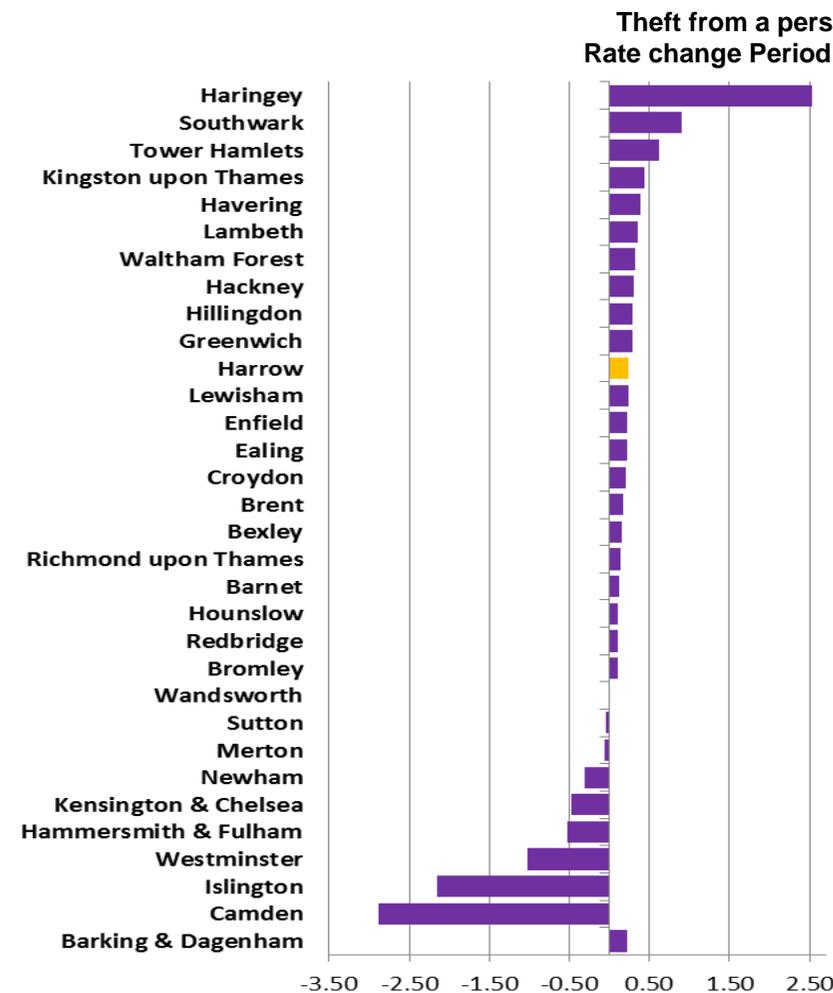


Theft from a person	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Harrow	285	1.15	346	1.40	61	0.25
Barnet	621	1.64	667	1.76	46	0.12
Brent	675	2.08	729	2.25	54	0.17
Ealing	547	1.59	624	1.82	77	0.22
Hillingdon	361	1.21	447	1.50	86	0.29
Greater London	27,981	3.23	34,590	3.99	6609	0.76

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. Harrow has shown an increase in the rate of theft from a person. Over half of boroughs experience an increase within Greater London.



MOPAC 7: Criminal Damage

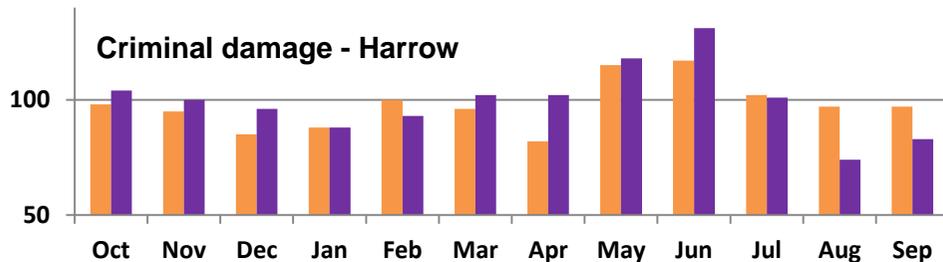
This includes offences such as damage to a dwelling, damage to other buildings, damage to a motor vehicle and other criminal damage offences.

0.8
Increase

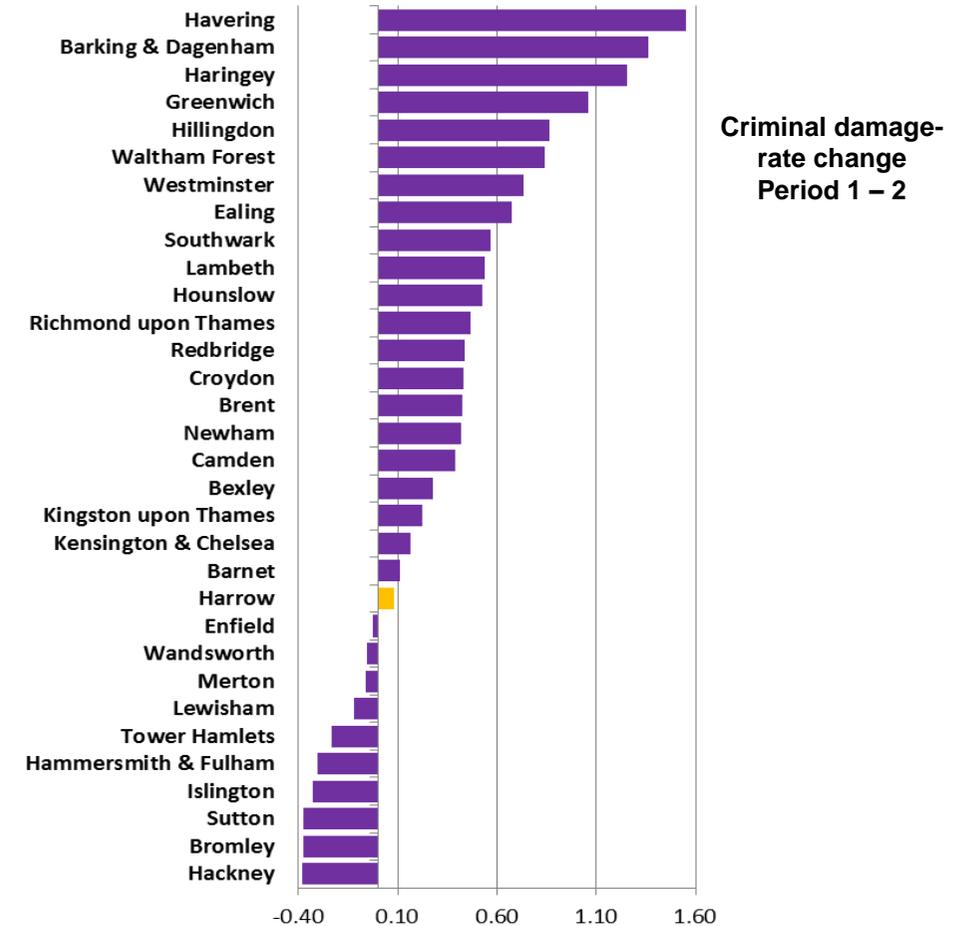
There was a total of 1,192 offences during Period 2, which is up from Period 1. This translates to a 0.08 rate increase or 20 additional offences in Period 2. The chart below also shows the number of offences in boroughs around Harrow and in Greater London.

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Hillingdon	2,214	7.44	2,472	8.30	258	0.87
Greater London	53,456	6.16	64,729	7.46	11273	1.30

The chart below shows the number of offences recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



The following chart shows the change in crime from Period 1 and Period 2 by each London Borough. Harrow has shown a relatively small increase in the rate of criminal damage in Greater London. There is an upward trend across London as nearly all London Boroughs also experienced an increase.

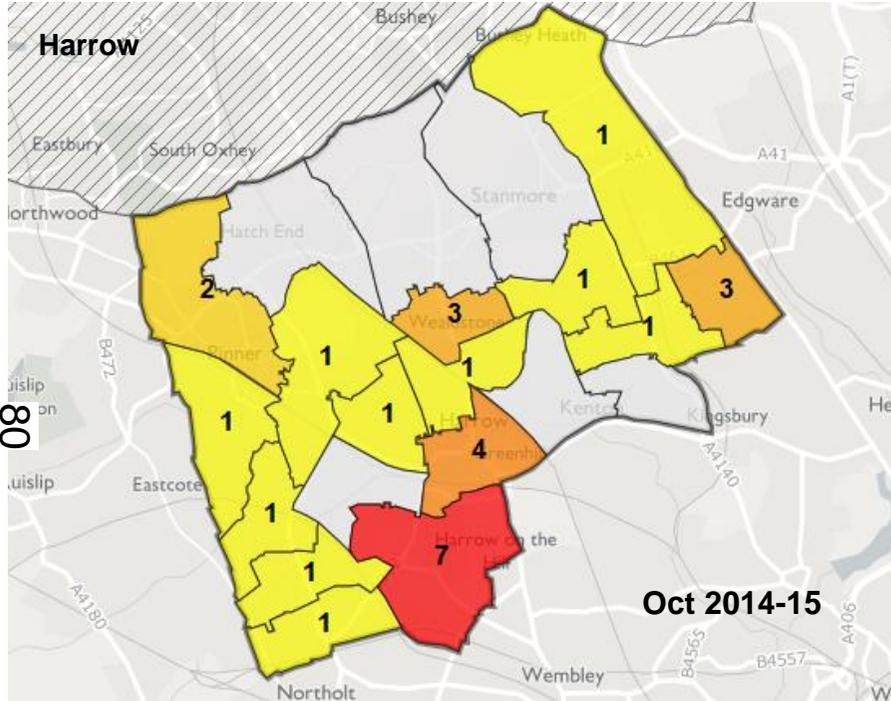


Emergency Care Data Set

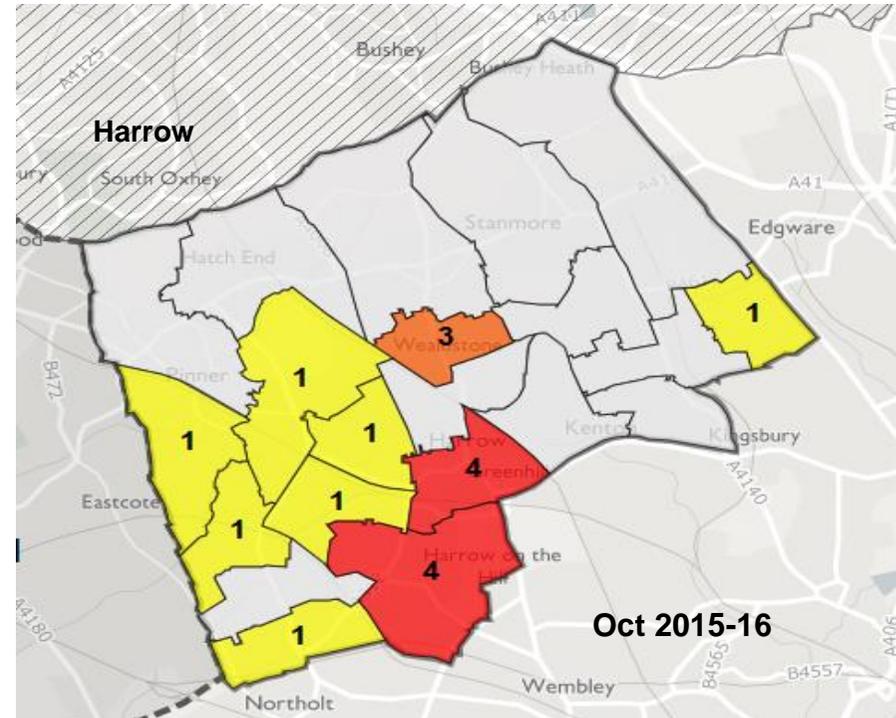
London's Information Sharing to Tackle Violence (ISTV) project estimates that currently only 23% of people injured and treated in hospital as a result of violent assaults are also recorded by police.

**62%
Reduction**

The maps below illustrate Emergency Department (ED) attendances from across London, resulting from violent incidents taken place in Harrow. This data does not include ED attendances from outside London.



For period 1 there were a total 29 emergency attendances where the location of the incident given was a ward in Harrow. The majority of these incidents took place in and around the Borough's boundaries. The highest number of these incidents took place in Harrow on the Hill.



For period 2, a total 18 (11 fewer than period 1), emergency attendances took place where the location of the incident given was a ward in Harrow.

The majority of these incidents took place in the south west of the borough - with the highest numbers in Harrow on the Hill and Greenhill wards.

Data Source: Safe Stats portal (Information sharing to Tackle violence, ISTV), March 2017

Anti-Social behaviour

Anti-Social behaviour incidents- Local

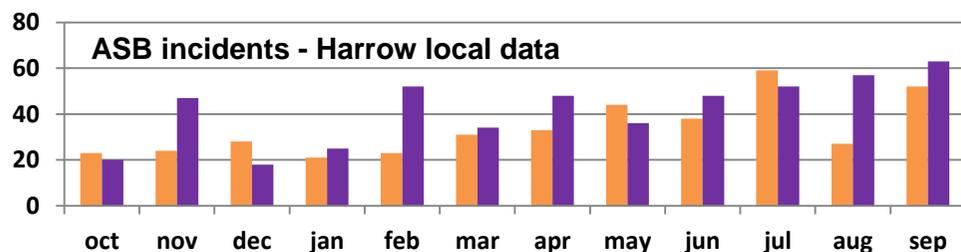
Anti-social behaviour covers a wide range of unacceptable activity that causes harm to an individual, to their community or to their environment. This could be an action by someone else that leaves a person feeling alarmed, harassed or distressed. It also includes fear of crime or concern for public safety, public disorder or public nuisance.

Examples of anti-social behaviour include nuisance, rowdy or inconsiderate neighbours, vandalism, graffiti and fly-posting, street drinking, environmental damage including littering, dumping of rubbish and abandonment of cars, prostitution related activity, begging and vagrancy, fireworks misuse, inconsiderate or inappropriate use of vehicles.

There were a total of 500 incidents recorded during Period 2, which is up from Period 1. This translates to a 0.37 rate increase or 97 additional incidents.



The chart below shows the number of incidents recorded in Harrow during each month for Period 1 in orange and Period 2 in purple.



Source: Harrow MVM data March: 2016

Ward	Sep-Oct 2014/15	Sep – Oct 2015/16	Incidents +/-
Belmont	11	25	14
Canons	27	28	1
Edgware	43	54	11
Greenhill	34	36	2
Harrow on the Hill	16	10	-6
Harrow Weald	20	23	3
Hatch End	6	8	2
Headstone North	8	9	1
Headstone South	13	17	4
Kenton East	21	20	-1
Kenton West	9	15	6
Marlborough	18	29	11
Pinner	7	13	6
Pinner South	8	3	-5
Queensbury	27	49	22
Rayners Lane	30	16	-14
Roxbourne	30	25	-5
Roxeth	26	45	19
Stanmore Park	17	38	21
Wealdstone	23	21	-2
West Harrow	9	16	7
Grand Total	403	500	97

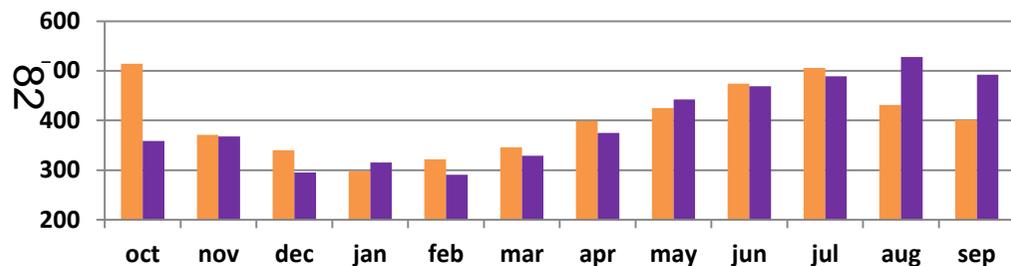
Anti-Social behaviour incidents- MET

There were a total of 4752 incidents recorded during Period 2, which is up from Period 1. This translates to a 0.3 rate decrease or 75 fewer incidents.

ASB	Period 1 - Previous		Period 2 - Current		Offences Change	Rate Change
	Offences	Rate	Offences	Rate		
Harrow	4827	19.53	4752	19.23	-75	-0.3
Barnet	8074	21.26	8242	21.71	168	0.44
Brent	8242	25.44	9234	28.50	992	3.06
Ealing	9613	28.02	9981	29.09	368	1.07
Hillingdon	8188	27.50	8949	30.06	761	2.56

Source: Police street crime data set,
<https://data.police.uk/docs/method/crime-street/> March 2016

The chart below shows the number of incidents recorded in Harrow during each month for Period 1 in orange and Period 2 in purple. The chart shows that for period 2 the peak months were August, September and July.



LONDON BOROUGH OF HARROW

CABINET – 13 JULY 2017

REFERENCE FROM THE OVERVIEW AND SCRUTINY COMMITTEE – 27 JUNE 2017

Community Safety, Violence, Vulnerability and Exploitation Strategy for 2017-2020

The Committee considered a report setting out the strategic vision of Harrow's Community Safety Partnership in the Annual Community Safety, Violence, Vulnerability and Exploitation Strategy for 2017-2020. In discussion, the following principal points were made:

- a) The information in the strategy related to the year October 2015 to September 2017, and it was therefore not reflecting the current position in the Borough, but rather the circumstances more than 9 months previously. Some more recent information was made available at the meeting, and it was acknowledged that reporting comprehensive, up-to-date information was challenging, but the Committee nevertheless considered it difficult to engage with the issues raised in the report when circumstances could have altered significantly in the interim period. It was suggested that arrangements be made for the Committee's consideration of the data to be brought forward to February while retaining the approval of the annual strategy in June.
- b) The strategy had been influenced by the new approach to policing and crime taken by the Mayor of London elected in May 2016. The previous Mayor had established seven key areas of priority across the capital based on the outcome of public consultation, yet some of these were not prevalent issues in Harrow borough and there had therefore been a mismatch between regional and local priorities.
- c) One of the themes of the new strategy was the value of focusing on some low volume, but high impact crimes rather than simply targeting the high volume crimes. There had also been efforts to coordinate with other separate strategies, for example, by integrating the domestic violence strategy.
- d) There was reference to instances of people coming from other boroughs to commit crime locally, for example, the recent case of someone stabbed to death in South Harrow. There were a number of cross-borough initiatives, including on knife crime, designed to mount a more effective response to these situations. Meetings on crime and community safety were held with Ealing, Brent, Barnet and Watford. Superintendent Claire Clark confirmed that there were also discussions about the Mayor's Office for Policing and

Crime (MOPAC) moving towards a “merger” of their policing resources across groups of boroughs.

- e) There had been growing concerns over the number of young people caught carrying knives; there were some links to gang activity, but also many young people were mistakenly doing so for reasons of self-defence. Young people were increasingly worried over the issue as there were predominantly the victims of knife attacks. A considerable amount of time and effort was devoted to trying to engage young people. By comparison with other areas of London, Harrow did not have high numbers of these crimes, but they were on the increase and were often associated with perpetrators from other areas. Superintendent Clark confirmed that regular weapons sweeps were carried out and there was good community support for spreading the message about the dangers involved.
- f) The Harrow Youth Parliament had produced very helpful cards for young people on the subject of knife crime; it was suggested that these would help both spread the message about dangers in carrying knives but also help in the interaction between police officers and young people when searches were carried out. Superintendent Clark was interested in learning more about the cards and confirmed that she was aware of some loss of confidence among officers in carrying out knife searches of young people. She underlined that searches could only be initiated where the Police officer had a reasonable suspicion that a weapon might be involved; they had to be targeted and carried out for a specific reason. She was concerned that young people often did not object to the search itself, but perhaps to the manner and approach of the Police officer, so there were lessons to be learned about appropriate and respectful conduct in these situations. In conjunction with knife crime charities, Superintendent Clark was planning a seminar for parents in September, and was keen to develop a range of community-based activities to highlight the issues involved, including role models among those who had turned away from knife crime, engagement with Police cadets, the use of drama, etc. The Street Doctor scheme was a new programme and further information would be provided at the seminar for parents.
- g) Harrow was in the fortunate position that Michael Lockwood was a lead Chief Executive for policing and crime in the capital and was therefore in a better position to influence discussions and decisions at a regional level.
- h) Members expressed concern that there had as yet been no convictions for Female Genital Mutilation (FGM) in the Borough. Superintendent Clark was aware that there had been very few across London and would check whether any prosecutions had been initiated in the Borough. A separate report on FGM had been prepared for the Scrutiny Lead Members and this included some data on referrals as well as an outline of the good work being done to encourage reporting.
- i) In relation to tackling domestic violence, the Council had invested funds in the work of community-based organisations providing support to victims and building confidence to report crimes and abuse. There was also support for school-based programmes highlighting issues of sexual violence and coercion. The Council was keen to work with voluntary and community

organisations, such as the Shiva Foundation, in these areas. It was acknowledged that one of the factors behind under-reporting of these crimes was the immigration status of the victims. It was understood that cases of domestic abuse involving “coercive control” were not progressed mainly because complainants were not willing to appear in court to give evidence.

- j) London Councils had led the project examining the opportunities to secure sustainable CCTV provision across the capital. It was understood this had been reported to the London Crime Board but this would be confirmed.
- k) The “Equaliteach” project, funded through the Home Office, was being offered to schools to help respond to the risks of radicalisation of vulnerable young people. Some schools had been concerned about WRAP training within the Prevent programme, but there had been few, if any, issues about information sharing.
- l) The Harrow Youth Council representative expressed concern that the report gave insufficient coverage to prevention strategies; reference was made to the work of charitable organisations such as WISH and Compass, and to the impact of the reorganisation of youth services on the level of support which could be provided to young people. The Council was trying to maximise the value of its resources even though there had been cuts in funding; the Police were also facing further budget cuts totalling £400 million across London. The point with regard to the balance in the strategy between prevention of crime and dealing with perpetrators would be reconsidered. There were many measures focused on early intervention and prevention and the contribution of the Harrow Youth Parliament to the review of these, was very welcome.
- m) There was some concern that progress in the Borough on crime and community safety might be overshadowed by an undue focus on London-wide issues and this was reinforced by the reference to future merging of Police responsibilities across boroughs. It was argued that Harrow should continue to focus on its own priorities and take pride in the effectiveness of so many of its activities. Superintendent Clark could not provide any assurances about the decisions by the Mayor of London and MOPAC about the reorganisation of policing across the capital or indeed, about the impact of pending budget cuts in the Metropolitan Police. However, in her first few months in post in the Borough, she had been impressed by the potential of the initiatives developed to tackle crime and improve community safety.
- n) It was acknowledged that access to mental health services for young people has been an issue; indeed it now had a national profile. It would be increasingly important for the Council to continue working closely with the health sector and relevant voluntary organisations and schools to strengthen the Future in Mind [Harrow Horizons] programme which has recently been commissioned through Barnardos, to deliver an extensive menu of emotional well-being and mental health services for children and young people in Harrow.

RESOLVED –

That the report be noted and that the comments made at the meeting be drawn to the attention of the Cabinet when it considers the Annual Community Safety, Violence, Vulnerability and Exploitation Strategy.

Background Documents:

Agenda of the Overview and scrutiny Committee – 27 June 2017: Report on the Community Safety, Violence, Vulnerability and Exploitation Strategy for 2017-2020.

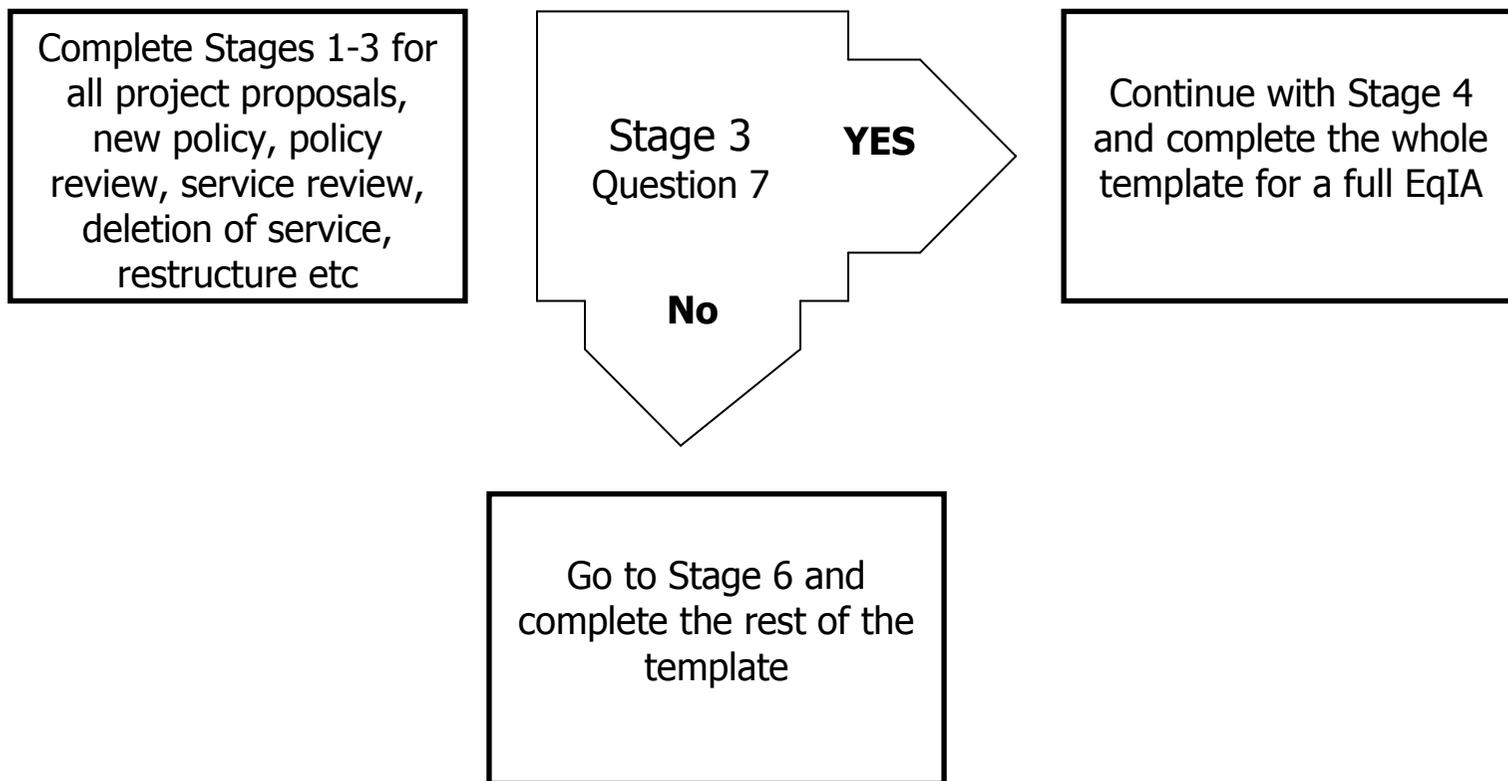
Contact Officer:

Frankie Belloli, Senior Democratic Services Officer

Tel: 020 8424 1263

Equality Impact Assessment Template

The Council has revised and simplified its Equality Impact Assessment process. There is now just one Template. Project Managers will need to complete **Stages 1-3** to determine whether a full EqIA is required and the need to complete the whole template.



Equality Impact Assessment (EqIA) Template

In order to carry out this assessment, it is important that you have completed the EqIA E-learning Module and read the Corporate Guidelines on EqIAs. Please refer to these to assist you in completing this assessment.

It will also help you to look at the EqIA Template with Guidance Notes to assist you in completing the EqIA.

Type of Project / Proposal:	Tick ✓	Type of Decision:	Tick ✓
Transformation		Cabinet	✓
Capital		Portfolio Holder	
Service Plan		Corporate Strategic Board	
Other		Other	
Title of Project:	The Community Safety Strategy for 2017-2020		
Directorate/Service responsible:	Resources to co-ordinate; all to deliver		
Name and job title of lead officer:	Shumaila Dar, Policy Officer		
Name & contact details of the other persons involved in the assessment:	Safer Harrow		
Date of assessment:	20 th June 2017		

Stage 1: Overview

1. What are you trying to do?

(Explain proposals e.g. introduction of a new service or policy, policy review, changing criteria, reduction / removal of service, restructure, deletion of posts etc)

All Community Safety Partnerships are required by law to conduct an annual assessment of crime, disorder, anti-social behaviour, substance misuse and reoffending within the borough. This is known as the Strategic Assessment. The Strategic Assessment is then used to produce the partnership's Community Safety Strategy. This Strategy sets out priorities for community safety activity over the years 2017-2020 so that the Council, the Police, the Health Service, voluntary and community organisations and others share a common direction of travel in relation to community safety.

The priorities from the previous Mayor's Office for Policing and Crime (MOPAC) 7 crimes have changed significantly, which involves the replacement of the previous Mayor's crime targets in favour of a thematic approach which gives local areas greater control of local police priorities. This Community Safety and Violence,

Vulnerability and Exploitation (VVE) Strategy sets out the Council's vision for tackling community safety in Harrow and takes into account the recommendations from the Home Office led Ending Gang and Youth Violence peer review in 2015, which addressed the issue of gang and youth violence locally. Furthermore, given that there is now a new strategic approach from the Mayor to policing and crime, there are clear synergies with the VVE agenda in general and also with domestic and sexual violence under the '*Tackling Violence Against Women and Girls*' theme. This Strategy will therefore include our vision for Domestic and Sexual Violence.

The following high volume crimes have been prioritised following a significant increase in these areas and in agreement with the Mayor's Office for Policing and Crime (MOPAC):

1. *Burglary*
2. *Non-domestic violence with injury*
3. *Anti-social behaviour (ASB)*

The Strategy also has a strong focus on the following aspects of high harm crime which reinforce the commitment to tackle violence, vulnerability and exploitation in the borough. This also firmly echoes the current Mayor's priorities, and includes a renewed focus on tackling Youth Violence. The following areas are seen as priorities in Harrow:

1. *Youth violence and knife crime (including gang crime, and Child Sexual Exploitation)*
2. *Domestic and sexual abuse*
3. *Drug and alcohol misuse (including tackling the supply of illegal substances, and targeted support for ex-prisoners)*
4. *Extremism and hate crime*

In addition to this we have considered commitments within the forthcoming **Safeguarding Adults Strategic Plan 2017-20** and the **Review of Female Genital Mutilation (FGM) in Harrow**, in order to ensure a consistent and joined up approach across the Council.

2. Who are the main people/Protected Characteristics that may be affected by your proposals? (✓ all that apply)

Residents/Service Users	✓	Partners	✓	Stakeholders	✓
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Staff	✓	Age	✓	Disability	✓
Gender Reassignment	✓	Marriage and Civil Partnership		Pregnancy and Maternity	
Race	✓	Religion or Belief	✓	Sex	✓
Sexual Orientation	✓	Other			

3. Is the responsibility shared with another directorate, authority or organisation? If so:

- Who are the partners?
- Who has the overall responsibility?
- How have they been involved in the assessment?

All Council Directorates, including Environmental Crime, Community Safety, and Children's Services (YOT, Early Intervention), Domestic and Sexual Violence, Safeguarding Adults Services, Housing, Public Health, and Police, Local Safeguarding Children's Board, Probation, Community Rehabilitation Company, Health partners, and the London Fire Brigade.

Safer Harrow has considered the Annual Crime Report which analyses all Mayor's Office for Policing and Crime 7 crimes (Violence with injury; Robbery; Burglary; Theft of a motor vehicle; Theft from a motor vehicle; Theft from a person; Criminal damage) as well as, ASB, Knife Crime with Injury, and Gangs Flagged Offences. This Community Safety Strategy has been drafted in light of the evidence we have gathered in relation to these high volume and high harm crimes. Had any adverse impacts been identified in this report, they would have been reported to Safer Harrow to consider changing the Strategy.

06

Stage 2: Evidence / Data Collation

4. What evidence/data have you reviewed to assess the potential impact of your proposals? Include the actual data, statistics reviewed in the section below. This can include census data, borough profile, profile of service users, workforce profiles, results from consultations and the involvement tracker, customer satisfaction surveys, focus groups, research interviews, staff surveys; complaints etc. Where possible include data on the nine Protected Characteristics.

(Where you have gaps (data is not available/being collated), you may need to include this as an action to address in your Improvement Action Plan at Stage 7)

Age (including carers of young/older people)

20.6% of Harrow's residents are under 16. 64.5% of Harrow's population are of working age (16 to 64) and 14.9% of Harrow's residents are 65 or older.² The average (median) age is 37 years, lower than most other places³. As with most areas in the country, the borough has an aging population. It is expected that the number of residents aged 65 plus will increase by nearly 42% and those aged 85 plus could increase by over 62% by 2029.

Of the crime types where the age of the victim and the suspect might be relevant, crimes relating to the

	<p>following crime types will be young, aged from 0-25:</p> <ul style="list-style-type: none"> • Youth Violence – In 2016/17 36 young people were convicted of possession of an offensive weapon, compared to 28 young people in the previous year, this is based on data collected by the Council's Youth Offending Team. • Knife Crime – Assessments of young people by the YOT indicate that young people are carrying knives due to feeling unsafe and the majority of knives have been kitchen knives rather than "trophy" knives. Knife crime incidents made up a total of 281 offences in April 2015 to March 2016 in young people aged 0-25, this increased by 29% in the following year to 362 incidents between April 2016 to March 2017. • Child Sexual Exploitation and Female Genital Mutilation – Crimes are relating to young people aged under the age of 18. Young people involved in the supply of illegal substances – There has been a significant increase in referrals to the Harrow Young People's Substance Misuse Service from universal and alternative education between 15/16 Q3 and 16/17 Q3 with referrals from YOT remaining consistent. In 16/17 Q3 there were more referrals from education than from YOT which reflects the changing national picture <p>There is a particular focus on high harm crime in the Community Safety Strategy which is aimed largely at young people. This reinforces our commitment to tackle violence, vulnerability and exploitation in the borough and firmly echoes the current Mayor's priorities, and includes a renewed focus on Anti-Social Behaviour and Youth Violence</p>
Disability (including carers of disabled people)	15.4% of Harrow's working age population classified themselves as disabled, a total of 24,600 people. 7,690 individuals, 3.1% of the total population, receive Disability Living Allowance. We recognise that adults in need of care/support are often at risk of domestic violence and abuse. A recent deep dive by the Safeguarding Adults Team showed that 33% (171 cases) of all safeguarding adults enquiries taken forward in 2016/17 had an element of domestic violence and abuse, and older people were the most "at risk group" (45%) followed by mental health users (42%). The Harrow Safeguarding Adults Board (HSAB) has agreed that training and awareness raising should be targeted to agencies where no/low referrals have been generated, this will also include a greater focus on the multi-agency training programme for safeguarding adults in relation to this domestic violence and abuse.
Gender Reassignment	No data on crime affecting this protected characteristic
Marriage/Civil Partnership	No data on crime affecting this protected characteristic
Pregnancy and Maternity	No data on crime affecting this protected characteristic

<p>Race</p> <p>92</p>	<p>9.1% of residents in Harrow classify themselves as belonging to a minority ethnic group. The White British group forms the remaining 30.9% of the population, (down from 50% in 2001). The 'Asian/Asian British: Indian' group form 26.4% of the population. 11.3% are 'Other Asian', reflecting Harrow's sizeable Sri Lankan community. 8.2% of residents are 'White Other', up from 4.5% in 2001. In percentage terms, in 2011, Harrow had the second largest Indian, the largest 'Other Asian' and the 7th largest Irish population of any local authority in England and Wales. Harrow also had the highest proportion of Romanian (4,784) and Kenyan born residents, the latter reflecting migrants from Kenya who are of Asian descent</p> <p>Of the crime types where the ethnicity of the victim and of the suspect might be relevant, there is no clear pattern.</p> <p>Harrow has the lowest level of hate crime. However, there is thought to be significant under reporting in relation to racist and religious hate crime nationally.</p> <p>There is limited data in relation to the racial make-up of offenders, however last year the Government published the Lammy Review, which looks at BAME disproportionality in the criminal justice system in England and Wales.</p> <p>According to a developing 'Problem Profile' it would appear that there is a danger of young females, particularly of Black British/Black African ethnicity, becoming involved in gang-related activity. Among those deemed at risk of involvement (eg through sibling relationship to gang nominals) who are under the age of 13, there is a significant gender difference compared to the older gang-related cases: almost 50% of this sub-group are females, while 44% are of Black or Black British ethnicity. Addressing this issue can be seen as part of the Mayor of London's objective of diverting young females from the criminal justice system.</p>
<p>Religion and Belief</p>	<p>Harrow had the third highest level of religious diversity of the 348 local authorities in England or Wales. The borough had the highest proportion of Hindus, Jains and members of the Unification Church, the second highest figures for Zoroastrianism and was 6th for Judaism. 37% of the population are Christian, the 5th lowest figure in the country. Muslims accounted for 12.5% of the population. Harrow has the lowest level of hate crime. However, there is thought to be significant under reporting in relation to racist and religious hate crime nationally.</p>
<p>Sex/Gender</p>	<p>49.8% of the population in Harrow are male and 50.2% are female. 92% of cases referred to MARAC, Community IDVA and MASH IDVA were women.</p> <p>There is currently no provision for refuge accommodation for male victims of DV in Harrow; however this is a pan-London issue and is identified as a service provision gap. Most recent MOPAC figures (March</p>

	2017) show that men represented 24% of all victims of Domestic Abuse and Violence. Closer working with police partners and neighbouring Boroughs would appear to be beneficial in this area, with a view to widen the provision of support. From the data available it would also seem necessary to consider the provision of hostel space and support for male victims – in line with Equality and Diversity strategies – as these are, at present, wholly lacking.
Sexual Orientation	2% of cases referred to MARAC, Community IDVA and MASH IDVA were LGBTQ.
93 Socio Economic	<p>Harrow is an affluent borough with pockets of deprivation mainly around the centre, the south and east of the borough; including the wards, Roxbourne, Greenhill, Marlborough, Harrow Weald, and Wealdstone, which also has the highest level of income deprivation in the borough. Harrow's least deprived areas are largely found in the north and west of the borough.</p> <ul style="list-style-type: none"> • The 2015 Index of Multiple Deprivation (IMD) indicates 12,083 of Harrow's residents experiencing employment deprivation (this includes people who would like to work but are unable to do so due to unemployment, sickness or disability, or caring responsibilities). • Wealdstone is Harrow's most deprived ward for employment deprivation, closely followed by Roxbourne. • Unemployment figures are highest in Greenhill, Wealdstone and Roxbourne wards. • Employment deprivation is generally concentrated in areas with higher levels of social housing, such as the Rayners Lane Estate in Roxbourne; the Headstone Estate in Hatch End and Harrow Weald; the Woodlands and Cottesmore Estates in Stanmore Park; and the former Mill Farm Close Estate in Pinner (however a recent report by London School of Economics (2016) suggests that the £140m regeneration programme in the Rayners Lane estate has brought positive changes to the estate) • The Indices of Multiple Deprivation (IMD) Income Deprivation scale indicates that 30,733 of Harrow's residents are currently experiencing income deprivation. Wealdstone is Harrow's most deprived ward for this measure and for income deprivation affecting children, closely followed by Roxbourne, then Marlborough and Harrow Weald. • Over a fifth of Harrow's residents are in low paid jobs. In part this relates to the business composition of the borough, with small businesses paying less than larger companies and in part due to a significant number of residents having low skills¹. • The highest proportions of the population without qualifications or with low level qualifications are in Kenton East, Edgware, Roxbourne and Roxeth, and Harrow was one of 25 local authority areas identified by the Department for Communities and Local Government as an area with high levels of need for English Language provision.

¹ CLG, *Indices of Deprivation 2015*, Crown Copyright

	<ul style="list-style-type: none"> • 28.5 % of Harrow’s residents have a foreign first language. In 15.9 % of households English is not the main language of any household occupants, the 10th highest ranking nationally and much higher than the national level of 4.3 %. • The 2011 census showed 1% of Harrow residents unable to speak English at all, compared to 0.6% for London and a national figure of 0.3%. • 17% of children are living in poverty in Harrow before housing costs, and this rises to 27 after housing costs in Harrow (Dec 2015).
--	--

5. What consultation have you undertaken on your proposals?

Who was consulted?	What consultation methods were used?	What do the results show about the impact on different groups / Protected Characteristics?	What actions have you taken to address the findings of the consultation? (This may include further consultation with the affected groups, revising your proposals).
Safer Harrow 94	Consultation at Safer Harrow and informally with key stakeholders.	There is no significant adverse impact on our proposals on any of the protected characteristics within the borough. However there is a small issue with data collection around the ethnicity of young people committing crimes. There is also an issue around the collection of data in relation to cases of FGM, however this is a national issue and not exclusive to Harrow.	The issue of better data collection will be picked up as part of Safer Harrow’s governance review and will be part of the Community Safety and VVE Delivery Plan which will be published in September 2017. In addition to this, colleagues from Children’s Services are involved in a roundtable discussion in relation to the David Lammy review of the disproportionality of ethnic minorities in the criminal justice system. Outcomes and recommendations from this will be addressed by the Safer Harrow partnership.

6. What other (local, regional, national research, reports,	<ul style="list-style-type: none"> • Metropolitan Police
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media) data sources that you have used to inform this assessment?
 List the Title of reports / documents and websites here.

- Safe Stats
- MOPAC Crime Dashboard
- MOPAC Gangs Dashboard
- Emergency Care Dataset
- Harrow MVM data
- Police street crime data set
- Mid-Year Population Estimates
- Indices of Deprivation 2015
- Harrow Council (2017) Equality Matters: Reducing Inequality in Harrow
- LSE, (2016) Moving on without moving out: the impacts of regeneration on the Rayners Lane Estate
- Harrow Council's Safeguarding Adults Strategic Plan 2017-20
- Harrow Council's Review of Female Genital Mutilation (FGM) in Harrow

Stage 3: Assessing Potential Disproportionate Impact

7. Based on the evidence you have considered so far, is there a risk that your proposals could potentially have a disproportionate adverse impact on any of the Protected Characteristics?

95	Age (including carers)	Disability (including carers)	Gender Reassignment	Marriage and Civil Partnership	Pregnancy and Maternity	Race	Religion and Belief	Sex	Sexual Orientation
Yes									
No	x	x	x	x	x	x	x	x	x

YES - If there is a risk of disproportionate adverse Impact on any **ONE** of the Protected Characteristics, continue with the rest of the template.

- **Best Practice:** You may want to consider setting up a Working Group (including colleagues, partners, stakeholders, voluntary community sector organisations, service users and Unions) to develop the rest of the EqIA
- It will be useful to also collate further evidence (additional data, consultation with the relevant communities, stakeholder groups and service users directly affected by your proposals) to further assess the potential disproportionate impact identified and how this can be mitigated.

NO - If you have ticked 'No' to all of the above, then go to **Stage 6**

- Although the assessment may not have identified potential disproportionate impact, you may have identified actions which can be taken to advance equality of opportunity to make your proposals more inclusive. These actions should form your Improvement Action Plan at Stage 7

Stage 4: Collating Additional data / Evidence

8. What additional data/evidence have you considered in relation to your proposals as a result of the analysis at Stage 3?

(include this evidence, including any data, statistics, titles of documents and website links here)

9. What further consultation have you undertaken on your proposals as a result of your analysis at Stage 3?

Who was consulted?	What consultation methods were used?	What do the results show about the impact on different groups / Protected Characteristics?	What actions have you taken to address the findings of the consultation? (This may include further consultation with the affected groups, revising your proposals).

Stage 5: Assessing Impact and Analysis

10. What does your evidence tell you about the impact on different groups? Consider whether the evidence shows potential for differential impact, if so state whether this is an adverse or positive impact? How likely is this to happen? How you will mitigate/remove any adverse impact?

Protected Characteristic	Adverse ✓	Positive ✓	Explain what this impact is, how likely it is to happen and the extent of impact if it was to occur. Note – Positive impact can also be used to demonstrate how your proposals meet the aims of the PSED Stage 9	What measures can you take to mitigate the impact or advance equality of opportunity? E.g. further consultation, research, implement equality monitoring etc (Also Include these in the Improvement Action Plan at Stage 7)
Age (including carers of young/older)	If you ticked no for the PC's in Stage 3,	x	Harrow Council has been successful in securing funding from the Mayor's London Crime Prevention Fund aimed at tackling violence, vulnerability and exploitation in young people and children. Four innovative programmes will focus on secondary	

<p>people)</p> <p>97</p>	<p>you don't need to complete this section, go to stage 6.</p>		<p>aged children with a view to engaging with vulnerable young people who are at risk of criminal activity. This includes:</p> <ul style="list-style-type: none"> • Recruitment of a gangs worker who will work with young people connected to the known gangs in the area and those who are engaged in high levels of anti-social, violent and criminal behaviour. • Art and drama programme aimed at Years 9 and 10 for children at risk of entering the criminal justice system. • Working with WISH to deliver targeted outreach and support services to young people within identified schools specifically aimed at promoting awareness of sexual assault, CSE, and digital exploitation. • Delivering preventative interventions via Compass to support young people at risk of becoming involved in the supply of illicit substances via 1-1 and group sessions. 	
<p>Disability (including carers of disabled people)</p>				
<p>Gender Reassignment</p>				
<p>Marriage and</p>				

Civil Partnership				
Pregnancy and Maternity				
Race				
Religion or Belief				
Sex				
Sexual orientation				
11. Cumulative Impact – Considering what else is happening within the Council and Harrow as a whole, could your proposals have a cumulative impact on a particular Protected Characteristic? If yes, which Protected Characteristics could be affected and what is the potential impact?	Yes		No	x
11a. Any Other Impact – Considering what else is happening within the	Yes		No	x

08

Council and Harrow as a whole (for example national/local policy, austerity, welfare reform, unemployment levels, community tensions, levels of crime) could your proposals have an impact on individuals/service users socio economic, health or an impact on community cohesion?

If yes, what is the potential impact and how likely is to happen?

12. Is there any evidence or concern that the potential adverse impact identified may result in a Protected Characteristic being disadvantaged?
 (Please refer to the Corporate Guidelines for guidance on the definitions of discrimination, harassment and victimisation and other prohibited conduct under the Equality Act) available on Harrow HUB/Equalities and Diversity/Policies and Legislation

	Age (including carers)	Disability (including carers)	Gender Reassignment	Marriage and Civil Partnership	Pregnancy and Maternity	Race	Religion and Belief	Sex	Sexual Orientation
Yes									
No	x	x	x	x	x	x	x	x	x

If you have answered "yes" to any of the above, set out what justification there may be for this in Q12a below - link this to the aims of the proposal and whether the disadvantage is proportionate to the need to meet these aims. (You are encouraged to seek legal advice, if you are concerned that the proposal may breach the equality legislation or you are unsure whether there is objective justification for the proposal)

So the analysis shows the potential for serious adverse impact or disadvantage (or potential discrimination) but you have identified a potential justification for this, this information must be presented to the decision maker for a final decision to be made on whether the disadvantage is proportionate to achieve the aims of the proposal.

- If there are adverse effects that are not justified and cannot be mitigated, you should not proceed with the proposal. **(select outcome 4)**
- If the analysis shows unlawful conduct under the equalities legislation, you should not proceed with the proposal. **(select outcome 4)**

Stage 6: Decision

13. Please indicate which of the following statements best describes the outcome of your EqIA (✓ tick one box only)

Outcome 1 – No change required: the EqIA has not identified any potential for unlawful conduct or disproportionate impact and all opportunities to advance equality are being addressed.	✓
Outcome 2 – Minor adjustments to remove / mitigate adverse impact or advance equality have been identified by the EqIA. <i>List the actions you propose to take to address this in the Improvement Action Plan at Stage 7</i>	
Outcome 3 – Continue with proposals despite having identified potential for adverse impact or missed opportunities to advance equality. In this case, the justification needs to be included in the EqIA and should be in line with the PSED to have 'due regard'. In some cases, compelling reasons will be needed. You should also consider whether there are sufficient plans to reduce the adverse impact and/or plans to monitor the impact. (Explain this in 13a below)	
Outcome 4 – Stop and rethink: when there is potential for serious adverse impact or disadvantage to one or more protected	

groups. (You are encouraged to seek Legal Advice about the potential for unlawful conduct under equalities legislation)	
13a. If your EqIA is assessed as outcome 3 or you have ticked 'yes' in Q12 , explain your justification with full reasoning to continue with your proposals.	

Stage 7: Improvement Action Plan

14. List below any actions you plan to take as a result of this Impact Assessment. This should include any actions identified throughout the EqIA.

Area of potential adverse impact e.g. Race, Disability	Action required to mitigate	How will you know this is achieved? E.g. Performance Measure / Target	Target Date	Lead Officer	Date Action included in Service / Team Plan
100					

Stage 8 - Monitoring

The full impact of the proposals may only be known after they have been implemented. It is therefore important to ensure effective monitoring measures are in place to assess the impact.

15. How will you monitor the impact of the proposals once they have been implemented? What monitoring measures need to be introduced to ensure effective monitoring of your proposals? How often will you do this? <i>(Also Include in Improvement Action Plan at Stage 7)</i>	The Crime Report is produced annually and the Community Safety Strategy updated to reflect changing circumstances. Therefore, a change in the crime pattern affecting one or more protected characteristic will be highlighted early in the new financial year. Safer Harrow is also in the process of developing a Community Safety and VVE Delivery Plan which will enable Safer Harrow to monitor the progress of all proposals.
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16. How will the results of any monitoring be analysed, reported and publicised? (Also Include in Improvement Action Plan at Stage 7)	Regular crime monitoring at Safer Harrow will enable the impact of the actions proposed in the Community Safety Strategy to be assessed.
17. Have you received any complaints or compliments about the proposals being assessed? If so, provide details.	No

Stage 9: Public Sector Equality Duty

18. How do your proposals contribute towards the Public Sector Equality Duty (PSED) which requires the Council to have due regard to eliminate discrimination, harassment and victimisation, advance equality of opportunity and foster good relations between different groups.

(Include all the positive actions of your proposals, for example literature will be available in large print, Braille and community languages, flexible working hours for parents/carers, IT equipment will be DDA compliant etc)

Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010	Advance equality of opportunity between people from different groups	Foster good relations between people from different groups
The Strategy includes recognition of the importance of Community Cohesion in setting a climate in which crime is regarded as unacceptable. Community Cohesion is enhanced by more comprehensive reporting of crimes and especially Hate Crime and its prompt and robust investigation.		Reducing crime increases community confidence and cohesion, enabling people from different backgrounds more easily to trust each other.

Stage 10 - Organisational sign Off (to be completed by Chair of Departmental Equalities Task Group)

The completed EqIA needs to be sent to the chair of your Departmental Equalities Task Group (DETG) to be signed off.

19. Which group or committee considered, reviewed and agreed the EqIA and the Improvement Action Plan?			
Signed: (Lead officer completing EqIA)	Shumaila Dar	Signed: (Chair of DETG)	Alex Dewsnap
Date:	20 th June 2017	Date:	20 th June 2017
Date EqIA presented at the EqIA Quality Assurance Group	27 th June 2017	Signature of ETG Chair	Alex Dewsnap



REPORT FOR: Cabinet

Date of Meeting:	13 July 2017
Subject:	Corporate Parenting Strategy
Key Decision:	Yes
Responsible Officer:	Chris Spencer, Corporate Director of People
Portfolio Holder:	Councillor Christine Robson, Portfolio Holder for Children, Young People and Schools
Exempt:	No
Decision subject to Call-in:	No, as the decision is reserved to Council
Wards affected:	All Wards
Enclosures:	Corporate Parenting Strategy 2017 to 2019 Recommendation from Corporate Parenting Panel

Section 1 – Summary and Recommendations

Recommendations:

To approve the Corporate Parenting Strategy 2017 – 2019, as recommended by the Corporate Parenting Panel on 14th June 2017, and recommend the Strategy to Council.

Reason for Recommendation: All councillors are Corporate Parents and need to be aware of how these responsibilities are being carried out.

Section 2 – Report

Introductory paragraph

Looked After Children and Care Leavers are a vulnerable group. The Council has a responsibility to ensure those who have had a poor start to their lives and become Looked After are given high quality levels of care and support to ensure they are prepared for adulthood; and that good outcomes are achieved in their lives

The Strategy is attached and sets out the key priorities

Regular performance reports are submitted to the Corporate Parenting Panel alongside which the priorities outlined in the strategy can be measured

The strategy outlines how Children Looked After In Harrow are provided with stable and secure placements and given support to ensure they are healthy and receive good quality education

Ofsted looked at the strategy as part of its inspection in January 2017 and noted that the strategy is detailed and sets out clear priorities and areas for improvement

Options considered

None this is an information report

Risk Management Implications

Risk included on Directorate risk register? Yes

If Harrow does not fulfil its corporate parenting functions it would fail to meet its statutory duties and the requirements of increased inspection and regulatory framework for delivering safe and secure services across our partnerships. There is also financial risk to the MTFs savings if placement sufficiency is not achieved as this could result in an increase in high cost placements.

Legal Implications

Once a child becomes looked after, the local authority has a number of duties towards him or her under the Children Act 1989 and associated legislation.

These include:

- (a) to safeguard and promote the child's welfare, including providing advice, assistance and befriending;
- (b) to provide services for the child in addition to accommodation;
- (c) to ascertain and give consideration to the wishes and feelings of the child and family members;
- (d) to provide a complaints procedure;
- (e) to keep a child's care plan under review.

The local authority also has extensive duties to former looked after children.

Once relevant provisions of the Children and Social Work Act 2017, which received Royal Assent on 27th April 2017, come into force, the local authority's duties to care leavers will be further extended and the local authority will have to have regard to seven corporate parenting principles when carrying out its statutory functions in respect of children in its care and relevant care leavers (s1).

Financial Implications

There are no financial implications arising from this report:

Equalities implications / Public Sector Equality Duty

Children Looked After in Harrow come from diverse backgrounds and have a range of needs which reflects that of the wider community. The Corporate Parenting strategy outlines how foster carers and placements are recruited to ensure these needs are met and how a range of services are available to meet their diverse needs. It also notes that the staff involved in working with Children Looked After reflect the local community

Council Priorities

The Council's vision:

Working Together to Make a Difference for Harrow

Please identify how the report incorporates the administration's priorities.

- Making a difference for the vulnerable
- Making a difference for communities
- Making a difference for local businesses
- Making a difference for families

This update supports Harrow's Ambition plan and priority to protect the most vulnerable and support families; as well as being more business-like in commissioning and procurement to ensure best value in Children's placements.

Section 3 - Statutory Officer Clearance

Name: Jo Frost	<input checked="" type="checkbox"/>	on behalf of the Chief Financial Officer
Date: 15 May 2017		
Name: Helen Ottino	<input checked="" type="checkbox"/>	on behalf of the Monitoring Officer
Date: 15 June 2017		

Ward Councillors notified:	NO, as it impacts on all Wards
EqIA carried out:	Not applicable Update report N/A
EqIA cleared by:	

Section 4 - Contact Details and Background Papers

Contact: Peter Tolley, Head of Service Corporate Parenting, Children and Young People Service Division, People Services Directorate
Peter.tolley@harrow.gov.uk 02087366943

Background Papers:

- 1) Corporate Parenting Panel Minutes 14th June 2017
<http://www.harrow.gov.uk/www2/documents/g64154/Printed%20minutes%20Wednesday%2014-Jun-2017%2019.30%20Corporate%20Parenting%20Panel.pdf?T=1>
- 2) Minutes of Cabinet April 2016
<http://www.harrow.gov.uk/www2/documents/g62623/Printed%20minutes%20Thursday%2021-Apr-2016%2018.30%20Cabinet.pdf?T=1>

**Call-In Waived by the
Chairman of Overview
and Scrutiny
Committee**

NOT APPLICABLE

*[Call-in does not apply as the
decision is reserved to Council]*

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Corporate Parenting Strategy 2017 to 2019

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2. Our Vision
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6. Key priorities
 - 6.1 Education, attainment and school attendance; narrow the gap
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Appendix A The corporate parenting pledge

Appendix B Legal duties and responsibilities

Appendix C Detailed health outcomes

Harrow Ofsted Jan 2017

‘Elected Members of the Corporate Parenting panel demonstrate a clear commitment to improving the life chances of children looked after. They have oversight of detailed performance information and analysis, with a range of professionals presenting reports. This helps them to clarify, challenge and question activity. Mandatory training enhances their understanding. The corporate parenting strategy is detailed and it sets clear priorities and the areas for improvement’

1. “Introduction

Corporate parenting is the term used to describe the duties and responsibilities of a local authority in respect of the children looked after by the authority. Parental responsibility for looked after children is the responsibility of the whole council, not just children services.. In addition the local authority should enrol the support of its partner agencies in helping them to fulfil their obligations in respect of their corporate parenting responsibilities for the children looked after by the council.

Corporate parenting relates to all children looked after by the authority, wherever they are placed, including young people receiving after care services up to, in some circumstances, 25 years of age.

Corporate parenting is about offering at least the same standards of care as would a ‘reasonable parent’ in respect of the children looked after by the council. The outcomes for children who have been looked after can be poor with the reasons which brought them into care such as abuse, neglect, separation, loss and rejection significantly affecting their subsequent life experiences. As adults; they do less well educationally; they are over represented in the criminal justice system; have poorer health outcomes including an increased risk of suffering from mental health difficulties; have an increased likelihood of becoming homeless and experience economic and relationships difficulties in their own families.

It is important that being looked after responds effectively to this disadvantage.

The thrust of corporate parenting is about improving the life chances of children looked after – protecting their welfare, promoting their wellbeing, enhancing their lives and helping them reach their full potential. Everyone should have high aspirations for, and expectations of, children who are looked after

A key strand of corporate parenting is that it should be undertaken in consultation with children and young people who should have a say about how services for them are provided on both an individual and collective basis.

In addition to enrolling the support of all chief officers within the local authority and partner agencies such as police, probation, youth justice, connexions, health and schools, the local authority should harness the support and resources of local communities, sport and leisure facilities, business and faith groups.

The Looked After children population in Harrow has increased over the past 12 months from 180 32 per 10,000 children) at 31st March 2016 to 211 (37 per 10,000 children at 31st May 2017.

Harrow is also responsible for 176 Care Leavers between 18 and 25

2. Our Vision

As corporate parents we are committed to ensuring that every child looked after has the best possible start in life, is given help to achieve their potential and experience safe and positive parenting.

- We want our children and young people to be happy and healthy, to be safe and protected from harm and sexual exploitation and be supported into adulthood.
- We want our children to have everything that good parents want for their children.
- We want our looked after children and young people to work with us, along with their parents and carers, in shaping how we manage and organise the planning, resources and services that support and care for them.
- We want them to achieve their potential especially in education, to make the most of the opportunities offered and to participate in the decisions affecting their care and their lives.
- We want our looked after children to be in placements that are as close as possible to their homes where they feel safe, happy and taken care of.
- We want our looked after children and young people to be supported in maintaining their culture, ethnicity and religion and to be supported to maximise the opportunities available to them.
- We want young people leaving care to be prepared for independent living, and supported to participate fully as active citizens into adulthood.

3. Achievements to date and examples of good practice

- Looked after children are offered, as a priority, places in their preferred schools in the borough
- Annual achievement celebration for looked after children, organised by children and young people, beyond educational attainment
- Annual foster carer celebration and awards evening
- All children are given extra tuition according to their need
- The Staying Put scheme enables care leavers to remain with their foster carers after their 18th birthday
- Care Leavers claim their entitlement to Housing Benefit appropriately
A Care Leavers Charter developed with young people
- Full engagement with 2 year old, and 3 and 4 year old nursery offers
- Virtual School promotion of £1900 pupil premium funding use and monitoring for impact
- LINAB – “Language is not a Barrier” Club for Care Leavers continued and weekend activities developed
- Increase in the number of care leavers at university to 15

4. The Corporate Parenting Strategy

4.1 Corporate Parenting Panel

This strategy outlines our aspirations for looked after children and young people and sets out the actions we intend to take to achieve them.

Harrow Council is ambitious for looked after children and young people and as corporate parent for 213¹ children, our priority is to secure the very best care and opportunities for them. To achieve this we will work in partnership with children, young people, their families

¹ Snapshot data: 1/6/2017

and partner agencies to ensure that children and young people enjoy their childhood and succeed in adult life. This commitment includes those care leavers for whom we have responsibility to support their transition into adulthood. This means that “children in care should be cared about, not just cared for”.

The Corporate Parenting Panel², a Council Committee, made up from elected members, provides strategic leadership to ensure the council is delivering its corporate parenting duties. It has responsibility to advise officers about action to improve outcomes and life chances for all its Looked After Children and Care Leavers and comment on reviewing and developing policy in key areas such as the review process. Agendas, reports and minutes are published on the council website.

All councillors hold a responsibility as corporate parents. Members’ induction is mandatory with training offered or all councillors at least annually.

4.2 Key reference documents used to hold officers and providers to account for CLA life outcomes include:

Management Performance reports

Quarterly performance activity reports
Children & Families Complaints Annual Report

Placement and planning – quality and timeliness:

Statement of Purpose for the Adoption Service – for annual CPP approval
Statement of Purpose for the Fostering Service – for annual CPP approval
Placement Sufficiency Strategy³
Independent Reviewing Officer Annual Report –
Adoption and Fostering Panel Annual report
Case Tracking Annual Report

Education, employment and training specific – attainment and achievement of potential:

Virtual Head teacher Annual Report
Virtual School Development Plan
Not in employment, education or training [NEETs] Care Leavers - twice yearly reports

Health including dental checks

Regular Provider reports

Participation

Children and young people’s engagement and feedback – twice yearly reports

Crime: youth offending/re-offending

Housing and Childrens Services Protocol for homeless 16 to 17 year olds

4.3 Management performance information is required by the corporate parenting panel to enable robust scrutiny of performance, to inform priorities and determine what action needs to be taken.

To inform the work of the corporate parenting board and to enable it to set priorities performance management information is necessary. This information relates to the life chances of children looked after, supported by research and evidence as to where activity

²<http://www.harrow.gov.uk/www2/mgCommitteeDetails.aspx?ID=788> Purpose, role & membership

³ See priority 6.4

can be directed which makes a difference. This focuses on the areas where children looked after historically do not do well and which, if improved, make a difference as to how they will fare as adults. This includes:-

- Improving their educational achievement, school attendance and attainment,
- Getting a job and living in a good standard of accommodation on becoming a care leaver
- Promoting their health (both physical and emotional),
- Having stable placements
- Supporting offenders to reintegrate into work, education and establish positive relationships
- Mitigating the negative impact of young people who go missing
- Supporting care leavers who are parents to successfully care for their children

5. What makes a difference?

The following are a range of activities which can act as protective factors and can help militate against some of the disadvantage which may have been experienced by looked after children. They are also actions undertaken by a good parent to give their children a good start in life. Because of their experiences, some children may need extra support to take advantage of opportunities offered.

5.1 Education

Education is probably the single most influential factor in ensuring that children fare well and are successful as adults. Things which support educational achievement and attainment of looked after children are that they are:-

- offered, as priority, places in the schools that are best for them
- not excluded from school
- provided with extra help and tuition, particularly at test and examination times
- encouraged and supported to go on to further and higher education

5.2 Placements

Harrow has developed a robust Placement Sufficiency Strategy which outlines the range of placement options and interventions. Including fostering, family and friends care, residential care and a range of semi-independent provisions

Harrow is also working with other boroughs within the West London Alliance to ensure greater placement choice and value for money across West London

5.3 Interests and talents

Having an interest or a talent is a very significant factor in improving children's life chances and hence when a child has an interest or a talent whatever this is it should be nurtured and developed improving self-esteem and achievement which often result in much better outcomes in adult life.

Supporting children's interests and talents can be achieved in the following ways, by:-

- Identifying a mentor within the Council who can coach, encourage and develop these skills and talents
- Making available resources to purchase any special equipment, clothing or materials to enable the child to participate on an equal footing with other children

5.4 Health

Improving children's health and wellbeing involves ensuring regular medical, dental checks and eye tests and being concerned and alert to children's wellbeing both physical and emotional and responding in a timely and appropriately manner.

5.5 Jobs, apprenticeships and work experience

Harrow and its partner agencies are major employers in the borough and in respect of looked after children they are the 'family businesses'.

As 'family businesses' the following opportunities could be made available to looked after young people in when they leave school:-

- Work experience opportunities particularly in preparation for higher or further education
- Priority access to apprenticeships within the Council
- Priority access to employment with the LBH or its partner agencies
- Making available LBH employees to help prepare/equip young people for world of work, higher or further education

Employees could offer support and guidance to looked after young people and care leavers in respect of work experience, jobs, apprenticeships, further and higher education on both a professional and personal capacity, if appropriate.

5.6 Offending

Young people's lives can be blighted by offending behaviour. It affects their ability to obtain and keep jobs, maintain stable relationships and somewhere decent to live. Diverting young people from and reducing offending is critical to their life experiences as adults.

The Youth Offending Service has a key role in working with looked after children who offend.

5.7 Celebration of achievements

As well as focusing on activities to improve their life chances it is important to recognise and celebrate the achievements and successes of looked after children.

6. Key Priorities

6.1 Improve the education attainment and school attendance of looked after children; narrow the gap with other children

The role of Harrow Virtual School⁴ is to raise the attainment and outcomes of Harrow's Children Looked After ⁵(CLA). The Virtual School do this by challenging and supporting the schools, as well as providing a support service to a number of stakeholders in order to ensure that all Harrow CLA and Care Leavers receive a high standard of education and are involved in appropriate educational activities. The Virtual School focus their work on raising the aspirations of young people and relevant professionals so that they can reach their potential and move forward into further and higher education and gainful employment. The Virtual Headteacher Annual Report informs the corporate parenting agenda regarding CLA educational attainment, school attendance, employment and training, to accelerate progress to Narrow the Gap.

Designated Teachers network

⁵.

Training and support is provided through the linked teachers from schools in Harrow. This has recently been combined with the group run by the Local Safeguarding Children Board, to enable more joined up work.

Alternative education provision

- Personal Education Plans (PEPs) and Pathway plans more outcome focused and specific:95% up to date
- Raise attainment outcomes – target for each child or young person to match national standards
- Improve attendance % of all CLA and reduce exclusions
- Increase liaison and support to reduce time students are not registered at school, especially where placed out of borough and attending
- Further raise awareness and understanding of all placement staff and allocated social workers regarding the significance of PEPS and Pathway plans
- Evaluate and report the impact of the Pupil Premium for CLA.

6.2 Improve the involvement and participation of young people in all services for children looked after and care leavers

Participation

Children and young people looked after will be treated with respect by all who are involved with them, and have access to a range of activities to facilitate their participation in service development.

Ofsted January 2017 'Harrow Children looked after benefit from an impressive range of creative and innovative participation and engagement opportunities, and an active Children in Care Council, Beyond Limits'

Harrow's **Participation Strategy**⁶ sets out our vision for involving children and young people in influencing the services which we provide. Their views will be listened to and they will be involved in making decisions about their lives. They will be involved in the planning, provision and evaluation of the services they need. They will know how to get information and support as well as how to raise a concern.

The child's voice will be at the centre of all decision making and we will take time to talk to children on their own and can tell the child's journey.

Our aim is that participation is a routine element of practice for all practitioners and managers, keeping the voice of the child at the heart of decision making :That there is a culture that changes things for children and young people and that we work together and we improve the quality of case work and managing risk to the child. We hold the child's perspective and we develop effective systems that keep children safe using the ideas they offer us.

The Children in Care Council "Beyond Limits"⁷

The Beyond Limits group is for all children and young people who are looked after aged 11-25 years, separated into an older and younger group for age appropriate activities. Meeting monthly, currently around a core group of 6-8 young people, the group aims to listen to the opinions of children and young people and to be the voice for all children looked after. It liaises with a range of professionals to resolve the difficulties young people may encounter. Face to face: The group meets with the Corporate Parenting Panel every 4 months.

Child's Voice Monthly newsletter

⁶

⁷

A monthly newsletter has been developed to promote the child's voice, celebrate good practice and to encourage staff to listen to children and young people, taking action when appropriate. An editorial team, including children and young people, is being developed.

Pre LAC Review consultation

The Independent Reviewing Officer consults with children looked after two weeks prior to their statutory review. Young people are supported by their placements, carers, social worker, advocates or the Children's Participation Co-ordinator if required. Online and printed feedback sheets are provided, and work to refresh the content and improve response rates is in progress.

Celebration of achievement awards – annual event

An annual event is held to celebrate the achievements and attainment of children and young people who are looked after. This event is organised in consultation with young people who co-host the event, and perform. The next event is on 25th October 2017

Leaving Care Charter –

The Leaving Care Charter was reviewed and re- launched, following consultation with young people.

Leaving Care Forum

The Leaving Care Forum meets quarterly, as a well attended forum which offers young people the opportunity to have direct contact with senior managers. Further work is being undertaken to enable young people to lead and develop the forum for themselves.

The young people have been very engaged in these sessions and offer valuable feedback and input into service development e.g. refreshing the charter, developing 'what a good placement looks like' highlighting what's important to young people in placement matching and clarifying what support is required in order for us to ensure as many young care leavers as possible are able to go to the university of their choice.

6.3 Children looked after will be happy and healthy, safe and protected from harm and sexual exploitation: improve the physical, emotional and social health and wellbeing of children looked after and care leavers

Children Looked After are the responsibility of the local authority in the same way as we are responsible for our own children. We therefore require the same standard of health and wellbeing, but often these children enter the care system with worse levels of health due to poor parenting, chaotic lifestyles, poverty, neglect and abuse. Therefore it is the role and the responsibility of the Provider of these services, to ensure health and wellbeing needs are addressed and outcomes improve to the same standard as peers in Harrow.

Specific outcomes we are aiming for all Children Looked After to Achieve:

- Reach their developmental milestones at appropriate age
- Good physical health including attaining a healthy weight, taking regular exercise and eating a balanced and nutritious diet
- Improved levels of oral health and fewer dental cavities
- Immunised against preventable diseases
- A wider and more positive social and healthy lifestyle including strong self-esteem, positive image of self (including body image), free from bullying and free from violence and abuse
- Good mental, emotional and behavioural health and a strong sense of personal and emotional wellbeing.

- Harrow and the CCG have jointly commissioned the CLA Health service from CNWL which has seen a positive increase in the health outcomes for Looked After Childrens. This service has been extended for a further 2 years
- Harrow and the CCG have also commissioned Barnardos to provide services for the emotional needs of children and young people with Looked After children being a priority group. This service has already started taking referrals and is being formally launched in July
- Educational attainment and attendance improved as a result of better health and well-being
- Less harmful use of substances including alcohol, drugs and tobacco
- Healthy and appropriate relationships and awareness of good sexual health
- Reduction in the number of CLA becoming teenage parents
- CLA placements are stable as a result of having health and wider needs met
- CLA know where to go for health and wellbeing support, and are able to self-manage their health needs when they leave care (including physical health, sexual health, mental, emotional and behavioural health, oral health, diet, exercise, substances, sun safety, parenting skills, medicines and minor ailments, accident prevention, etc).

6.4 Safe and stable placements: provide a choice of good quality placements that provide security, stability, safety and high standards of care

As corporate parents it is imperative that we commission the right accommodation and supporting services available so that outcomes for each child and young person are the best possible. Harrow's Placement Sufficiency Strategy forms part of the commissioning strategy that we are in the process of developing for our Children Looked After.

Harrow Ofsted report January 2017 'The sufficiency Strategy is clear and coherent with relevant priorities linked to present and future need. Appropriate commissioning arrangements are in place to ensure that there is a range of placements to meet the needs of children looked after.'

In the strategy we set out the supporting legislation, needs of children looked after, and the resources at our disposal, and set out resulting actions for changing the internal and external market of services that we rely on.

Based on feedback from children and young people looked after, care leavers, and primary and secondary legislation, we have the following aims for our CLA services:

1. All children looked after are placed in appropriate placements with access to the support that they need, as identified in their care plan
2. Resources are available to respond to predicted demand for a range of needs and emergencies
3. Services are provided within the local authority area as far as possible or within the West London Alliance boundaries, except where this is not consistent with the welfare of a child, or is a specialist placement that it is not possible to commission locally
4. Children and Housing services have robust joint working protocols to meet the needs of those who are at risk of becoming looked after at the age of 16 and 17 as a result of homelessness
5. A sufficient range of accommodation and support packages are available to care leavers to facilitate their pathway plans and to ensure all transitions are undertaken in a planned and supportive manner. This includes a clear staying put policy to enable care leavers to remain with their foster carers up to the age of 25 if desired and appropriate

6. Services are of a high quality and deliver the specific outcomes identified in the care plans of children looked after
7. A range of placement choices are developed to meet the needs of the diverse Looked after children population in Harrow
8. Systems are in place to ensure careful matching of placements and to prevent disruption and to ensure placement stability

Placement stability is an incredibly important indicator of performance, as stability can be linked to permanence and better outcomes. Stability is therefore a good proxy-indicator for the positive outcomes we want to achieve.

Access to Resources Team

We have established an Access to Resources Team which commissions external placements and we aim to use only those providers who have an OFSTED judgement of good or outstanding. We are members of the West London Alliance project looking at shared commissioning of placements for children who are looked after. The Access to Resources Team has a responsibility to ensure careful matching of the placement to best meet the assessed needs of the child or young person. Strengths and difficulties questionnaires are completed and help identify where additional support may be required.

Fostering

We recognise that children do best in local placements where they can remain close to family, friends and their community, We have a robust targeted recruitment strategy to ensure we have a diverse range of foster carers to meet the needs of children looked after. Foster carers have access to a comprehensive training programme to ensure they have the skills to meet the needs of the young people they care for, and they are supported by the fostering social worker through robust supervision. Children and young people receive information about their placement in advance and are listened to if they have concerns at any time.

Residential Care

Harrow has low use of residential care and only considers this after alternatives have been tried or assessed as unviable. We aim to use only those providers who have an OFSTED judgement of good or outstanding.

The decision for a child or young person's placement is based on their need and tends to end with one of the following accommodation options and additional services for specific needs. Accommodation options include:

- Internal foster care
- External foster care
- Internal residential care
- External residential care
- Parent and child assessment
- Semi-independent and care leavers

Adoption

Harrow has invested in a domestic adoption partnership with Coram, a voluntary adoption agency. Three members of Coram staff are co-located with Children and Families social workers. This has enabled early identification and planning for adoption cases. The partnership with Harrow was established in 2006, and since that time there have been no disruptions of a Harrow child's placement, demonstrating the quality of preparation and support to adopters. Under the Harrow partnership agreement Coram also provides advice and consultation on permanence planning to Harrow Children and Families Directorate for children entering care. Following recent legislative and grant changes options for future provision are currently under consideration.

Special Guardianship

We have increased the number of children and young people who are subject to Special Guardianship Orders.

Family Group Conferences

In September 2016 Harrow set up an inhouse Family Group Conference service to maximise the opportunities to explore all options within a child's extended family and friends network, including placement and support options.

6.5 Identity: looked after children know who they are and why they are looked after; feel valued and respected by others and their individual needs arising from gender, race, culture, disability, sexuality and religion are understood and met

Our staff and managers are committed to the following

- **Continue to recruit foster carers that reflect the diversity of the local community**
- **Ensure all young people permanently fostered and adopted have lifestory books and later life letters**
- **Young people develop a positive identity, emotional resilience and self esteem**
- **The work force reflects the diversity of the local community**

6.6 Smooth transition to adulthood and independence: ensure children looked after and care leavers receive focused support at key transition points in their lives

The Leaving Care and Unaccompanied Asylum Children Team are responsible for those young people leaving care. They have developed a range of opportunities with partner agencies to support young people as they make the transition to adulthood.

Catch 22 Programme

The Catch 22 Programme was introduced 2 years ago as a follow on from the Lifeskills Folder. Catch 22 Folder was put together to give young people who are in or leaving care information and advice to help prepare them for adult life.

The experience of leaving care and starting life as an adult is different for everyone. It can be a time of joy, discovery, worry, excitement and many other emotions but one thing that applies to everyone is the fact that the more you know, the better prepared you are for whatever comes your way. The Catch 22 provides information around, health, EET, money management, accommodation, having you say, lifeskills and family relationships. Social Workers and carers work jointly with the young people to complete the folder which is introduced when the young people turn 18.

Lifeskills Workshop

The Lifeskills Workshop was introduced 6 years ago and has been running successfully with a group of 20 young people attending annually.

The Lifeskills Workshop brings together professionals from health looking at sexual health, drug and alcohol and mental health, housing and benefits and EET all providing information as well as young people undertaking practical skills such as cooking, budgeting, writing CV's and interview skills.

MyBank - Money works

MyBank is an independent training organisation focusing on money management. Mybank run a course for Harrow young people looked after. Twice a year the course runs over 2 days and the young people receive a Level 1 - Personal Money Management certificate. Money Works provides survival money management skills to young people in need.

Education, Employment and Training

The Leaving Care and Unaccompanied Asylum Children Team has a careers advisor based within the service. Their primary role is to work with those young people who are not in employment, education or training and to support other workers in engaging with this group of young people.

Not in Employment, Education or Training Panel [NEET]

The NEET Panel meets monthly and targets those young people not engaged in EET. It consists of a range of professionals from different disciplines to offer advice and guidance around engagement and access to a range of services. A robust action plan is then developed to actively engage with the young person.

Housing sub group

This has now run successfully for 12 months, to ensure maximum benefit for meeting quarterly, with representatives from Housing, LCT & UASC, Housing Benefit, Council Tax, and more recently Supporting People (Council Adults' Team). The housing department will continue to attend the Corporate Parenting Panel on a regular basis.

All young people that have been put forward have successfully claimed housing benefit and there have been no issues to date. This can be seen as an important improvement towards independence.

Leaving Care Charter

The Leaving Care Charter was recently re-launched and outlines the Local Authority's commitment to Care leavers and specific areas of support, financial, practical and emotional.

PAFT (Parents as first Teachers) Programme

The Family Centre PAFT programme, designed to work with teenage parents, has developed a dedicated course for care leavers. The aims of the course are to increase parent knowledge of early childhood development, improve parenting practice, provide early detection of developmental delays and health issues and prevent child abuse and neglect and to increase children's school readiness and school success.

Clinic in a box

Working in partnership with the sexual health nurse we offer advice and information in respect of sexual health. There is a drop-in service and she attends the lifeskills course annually.

Leaving Care Forum (see 6.2 earlier)

Staying Put policy

Lead worker NEET

Increased Leaving Care grant made by the Council to support the transition

Priority Actions for 2017 to 2019

- **To strengthen the Children in Care Council 'Beyond Limits' through increases participation of children looked after and care leavers**
- **Ensure that the Corporate Parenting Panel receives regular feedback from children looked after and takes any necessary action arising from that feedback**
- **Expand participation engagement with CLA placed out of borough**
- **Increase response rates through refreshed feedback options for CLA reviews and CP Conferences**
- **Advocacy and Independent Visitor Services are used by children and young people to ensure their voices are heard**

- **Ensure providers deliver 100% health assessments on time**
- **Care leavers have health passports**
- **CLA wellbeing improves**

- **Increase capacity and placement choice; increase numbers of in-house foster carers including specialist placements for the children with the most complex needs**
- **Further reduce the number of placement moves**
- **Reduce the length of time children wait for adoptive placement**
- **Continue to recruit foster carers that reflect the diversity of the local community**
- **Ensure all young people permanently fostered and adopted have lifestory books and later life letters**
- **Young people develop a positive identity, emotional resilience and self esteem**
- **The workforce reflects the diversity of the local community**
- **Improve opportunities for care leavers to access education ,employment or specially trained apprenticeships**

Appendix A: Corporate Parenting Pledge⁸ to Looked After Children

For a better future

Harrow Council provides care and support to those children and young people who, for whatever reason, cannot live with their birth family. For some this may be a short time and for others it may be longer. However long or whether you live with foster carers, residential care, adoptive parents or another member of your family we are committed to giving you the best start in life possible - helping you to be the best that you can be.

The Local Authority is your corporate parent - which simply means trying to do everything that a good parent does throughout your time in our care. Our commitment to you is made by the politicians, who represent the community in the running of the council, all directors and senior managers and our staff, who provide care and support for you.

Children and young people who are in our care or who have been in our care in the recent past have told us what kind of good care and support they need to be the best they can be. We have listened to this and the commitments we make in this children's pledge reflect this.

Our pledge

We pledge to work together to provide you the best possible care and support to help you be the best you can be in your life - now and in the future. To do this we will:

1. **Provide you with a safe home to live where you feel happy and taken care of.** This means that wherever possible you will have a choice about where you live and that you will not be moved from a settled home unless absolutely necessary, or if it is deemed to be in your best interests.
2. **Provide you with the support you need to do well in education.** This means that we will make sure you have the opportunity to go to a school where you can flourish, get the support outside of school to do well in exams and have access to college and university.
3. **Listen to you about things in your own life and about the care that you receive from us.** This means that we will always make sure that you are involved in decisions that are made about your own life and that we find ways to help you tell us your views if you find this difficult. We will also make sure that there are opportunities to tell us what you think about the care that you receive and that if you have a complaint you get the help to get heard.
4. **Be honest with you about things that have happened in your life and the decisions that are made about your care.** We know that at times it is difficult to understand what has happened to you and why certain decisions are made about your care. We can't promise that you will always agree with these decisions. But, we will always be honest with you about the reasons for these decisions and, where possible, what has happened in your life.
5. **Help you to develop good relationships with the people that you care for and the people in your life that are most important to you.** This means that, as far as possible, we will provide you with opportunities to see those people that are important to you in your life. We will help you to develop and maintain relationships and friendships with the people that provide care and support for you and other children and young people.
6. **Provide you with support and opportunities to enjoy your life and have interests and hobbies of your own.** This means that we will make sure you have information and access to opportunities and activities outside of education that you enjoy.
7. **Provide you with the support you need when you leave care to become independent and be the best you can be in adult life.** This means that we will make sure that you have choices about how and when you leave care and that we will make

⁸ http://www.harrow.gov.uk/info/200161/children_look_after/487/harrow_pledge/2

sure we support you to be prepared for independence and have the help you will need to make independence work when you leave care.

We make these pledges to you and will do our best to always fulfil each one. There are many teams involved in helping make these pledges happen - from Children's Services to Housing and Health. We will make sure that we work together to do this.

Harrow Council - Corporate Parenting Panel

The Harrow Pledge is endorsed by the Corporate Parenting panel on behalf of the Council.

All policy and procedures relating to children looked after are overseen by the Corporate Parenting panel.

Members and senior officers from the Council meet to discuss the performance, service delivery and aspirations for the Council in respect of Children Looked After and young people leaving care. Beyond Limits representatives also attend the Corporate Parenting panel.

This panel is lead by members to challenge, scrutinise and support the services for children looked after.

Appendix B: Legal duties and responsibilities

The Children Act 1989 sets out the local authority's legal duties and responsibilities which underpin service provision for looked after children, young people and care leavers.

Although the term corporate parenting is not specifically mentioned in the Children Act 1989 it is a term that has been widely adopted and is included in the recent guidance associated with the Act. Further, under s1 of the Children and Social Work Act 2017 the local authority will be obliged to have regard to seven 'corporate parenting principles' when exercising its statutory functions in respect of children in its care and relevant care leavers. The Act received Royal Assent on 27th April 2017 but s1 is not yet in force.

The Children Act 1989 has been substantially amended, over the years, by some of the legislation listed below. In particular, amending legislation, regulations and statutory guidance extended and strengthened the obligations of local authorities towards looked after children, including:-

- 1998 letter from the Secretary of State for Health, Frank Dobson regarding councilors roles and responsibilities toward looked after children
- Children (Leaving Care) Act 2000 (amending the Children Act 1989) - extended the types of service and upper age limit of young people the local authority are responsible for as a corporate parent
- Subsequent government guidance issued for councillors has reiterated the role that they should play in being an effective corporate parent for looked after children in their care. The "If this were my child" (DfES 2003) guidance posed the benchmark question to develop the necessary mind set for achieving high quality outcomes for looked after children. This established a clear expectation that once a child becomes looked after all councilors and officers of the council need to be concerned about them 'as if they were their own children'.
- Children Act 2004 - contains a statutory requirement for local authorities to promote the educational achievement of looked after children and emphasizes the role of collaborative service agreements to achieve the right type of service provision
- Children & Young People Act 2008 - reinforced the message that all councils, and particularly elected members, hold responsibility for ensuring good outcomes for looked after children
- April 2011, further statutory guidance was introduced to clarify the local authority's responsibilities for looked after children. The revised statutory guidance is presented as a suite of documents as follows;
 - Care Planning, Placement & Care reviews
 - Planning Transitions to Adulthood for Care Leavers
 - Independent Reviewing Officer (IRO) Handbook
 - Sufficiency - securing sufficient accommodation for looked after children
 - Short Breaks
- Children and Families Act 2014 (amending the Children Act 1989) introduced the statutory 26 week time limit for consideration by the court of care order applications for a child, such time limit having been earlier introduced by way of judicial good practice guidance, in response to recommendations of the Family Justice Review.
- Virtual school head in every local authority
- July 2013 revised statutory guidance on adoption published
- *Working Together to Safeguard Children* April 2013
- From Sept 2013 all young people must remain in education or training until the end of the academic year they turn 17.

Appendix C: Detailed Health outcomes

The CLA health outcomes service shall be available to:

- Children within the children in need and child protection system who are accommodated on section 20 of the Children Act 1989
- Children Looked After who are accommodated under section 31 (Care Orders) and 38 (Interim Care Orders) of the Children Act 1989
- Children looked after who are in pre-adoption placements and transition planning for those moving to post adoption placements
- Children looked after with special guardianship orders
- Children who are unaccompanied asylum seeking minors and are in the care of the Local Authority
- Children placed in short term care
- Young people up to 25 years who are within the leaving care team plus transition planning
- All carers and professionals who relate to the above and are involved in their care planning
- Statutory and voluntary agencies who are involved in care planning.

Service scope includes the following:

- Responsibility for health and wellbeing outcomes for CLA
- Monitoring of health and wellbeing outcomes for CLA and tracking of assessments
- Identified health lead professional for each child which may be the Health Visitor, Community Children's Nurse or school nurse
- Assessment of CLA health including all initial and review health assessments except where already a key health worker has built a relationship with the child / young person – this would be assessed on an individual basis
- Health care plans and health passports for care leavers
- Advisory and signposting of support for CLA and care leavers
- Participation in professional meetings and identification of suitable care placements, including through attending fostering panels and adoption panels
- Provision of reports to panels and court proceedings
- Training for Council, NHS, Schools, carers, parents and other partners in support of the Designated Professional
- Sharing information and support to Council, NHS, Schools, carers, parents and other partners as appropriate
- Co-ordination of Council, NHS, School, other partner and Community resources to improve CLA health and wellbeing outcomes
- Supporting CLA and carers to access non-medical specialised services when needed through referral and care pathway routes
- Support to CQC, Ofsted and other inspections as and when required.

The same monitoring, outcome and quality requirements will apply regardless of geographical location of CLA. Arrangements with other providers of assessments and support will be approved by the Commissioner and Designated Nurse.

The CLA health outcomes service may also be requested to support Children Looked After who are placed within Harrow by other authorities. In the event that the service Provider chooses to provide services for non-Harrow CLA it must recharge the originating CCG accordingly, record this activity separately and report to the Commissioner and Designated

Nurse. The recharge to the originating CCG will be completed by the Designated Nurse for CLA once the details have been shared by the CLA Service.

Both initial and review health assessments shall:

- Identify the health needs of the child
- Ensure the voice of the child is recorded and the assessment is co-produced
- Establish health history and identify gaps in routine child health surveillance
- Request the health information from local health providers and specialist services to ensure a full and accurate overview of the child health needs
- Identify family health history
- Promote optimal health and address areas of unmet health needs
- Formulate a strategy and action plan for meeting health needs
- Address the needs of the child in the placement so that the carer is empowered and feels confident to provide for the support and health care needs of their child, at the same time as feeling that their own needs are also being supported.

The following are actions, to be undertaken, as a result of each high quality health assessment:

- Clear identification of the level of unidentified health needs and how to address these
- Agreement with the child on how, where and when and by whom professional support shall be provided
- Agreement with the child on how, when and by whom their development shall be monitored
- Identify gaps in service provision and escalate to Senior Managers and the Designated Nurse and Commissioner
- Identify key health issues and how these shall be addressed
- Liaise with partner agencies including CAMHS, substance misuse services, sexual health agencies, leisure services, schools to ensure needs are addressed
- A health care plan for every child in care including details of how progress shall be monitored.

The Provider working closely with social care is responsible for following up health assessments and health care plans with the child, and shall maintain contact with the child throughout the year to offer support and refer to other services as appropriate. Tracking of the child shall be at a level equivalent to their needs and requirements.

Plans will be co-produced with children, their carers and where appropriate parents to ensure all stakeholders are contributing to the health and wellbeing outcomes of the child.

Health plans shall address all health and wellbeing outcomes and include, as a minimum:

- Reflect the voice of the child
- Clear identification of overall objectives
- Named professional responsible for actions
- Timescales for delivery
- Clarify monitoring arrangements

We will support the development of Health passports working closely with the Local authority, GP's and Young People. Health passports shall address all health and wellbeing outcomes and where possible include:

- NHS number
- Blood group
- Birth information
- Growth Statistics and Percentiles
- Hearing Function Information
- Medical history
- Family Health History

- Regular medication
- Contact details for GP, dentist, optician and other health professionals,
- Immunisation records
- Eye Test Results / Prescriptions
- Information promoting healthy and active lifestyles
- Organ donation register information if deemed appropriate

Resources to engage include, but are not limited to:

- Children Looked After
- Carers and parents
- Community resources
- Health Visiting
- School Nursing
- Public Health
- GPs
- CAMHS
- Harrow Children & Families
- Virtual Heads
- Independent Visitors
- Dentistry
- Child Development teams
- Community Children's Nursing teams
- Secondary care providers
- Specialist / tertiary services e.g., paediatric, stoma, craniofacial or chronic skin disease
- Schools (including team around the school)
- Children's Centres
- Dietetics
- Sexual Health Services including GUM
- Local services to where children and young people are placed
- Early Intervention Service
- COMPASS and Each
- Police services
- Harrow Youth Offending Team
- Harrow CCG
- Voluntary and community organisations
- Children with Disabilities Team

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CORPORATE PARENTING PANEL

MINUTES

14 JUNE 2017

Chair: * Councillor Aneka Shah-Levy

Councillors: * Christine Bednell * Mrs Christine Robson
* Simon Brown Anne Whitehead
* Janet Mote

**Non-Voting
Advisory Member:** * Valerie Griffin

* Denotes Member present

RECOMMENDED ITEMS

158. Corporate Parenting Strategy

The Head of the Corporate Parenting Service introduced the report, explaining the Panel was being asked to make a recommendation to Cabinet to approve the strategy set out in the report.

Councillor Bednell endorsed the recognition of the role of carers in the strategy, and Councillor Mote commended the work of the Virtual School. It was suggested that the Headteacher of the Virtual School bring the tablet device for Looked After Children to the next meeting so that members of the Panel could see how it operated. Val Griffin reported that children had reacted very positively to the "letterbox" initiative with a foster child in her care saying he felt "famous" as a result.

Resolved to RECOMMEND:

That the Cabinet be recommended to approve the Corporate Parenting Strategy 2017-2019.

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REPORT FOR: CABINET

Date of Meeting:	14 September 2017
Subject:	Use of Retained Right to Buy receipts
Key Decision:	Yes
Responsible Officer:	Nick Powell, Divisional Director of Housing
Portfolio Holder:	Councillor Glen Hearnden, Portfolio Holder for Housing and Employment
Exempt:	No
Decision subject to Call-in:	Yes
Wards affected:	All
Enclosures:	Appendix 1: Retained receipts spend schedule Appendix 2: Draft form of Grant Agreement

Section 1 – Summary and Recommendations

This report sets out proposals to enable the use of retained Right to Buy receipts to fund housing associations to develop social housing, which the Council would use for households in priority housing need.

Recommendations:
Cabinet is requested to:

1. Give delegated authority to the Divisional Director Housing Services following consultation with the Portfolio holder for Housing and Employment and Portfolio Holder for Finance & Commercialisation to use retained Right to Buy Receipts to support Registered Providers bringing forward social housing schemes to which the council will have 100% nomination rights, subject to the RP entering into a grant agreement with the council;
2. Create a capital budget of £5,000,000 for the purpose of recommendation 1 within the HRA Homes for Harrow programme, which will be fully funded from retained HRA Right to Buy capital receipts with no impact on General Fund or HRA revenue resources.
3. Approve the addition of the £5m capital budget to the HRA Capital Programme in 2017-18 and to recommend to full Council the additional capital budget be approved and added to the Capital Programme.

Reason: (For recommendations) To increase the supply of affordable housing for households in priority housing need.

Section 2 – Report

Introductory paragraph

2.1 The need for affordable housing has been well documented. In particular the Council faces increased demand due to the general unaffordability of private housing – whether to rent or buy, continued welfare reform, the existing small social housing stock in Harrow compared to other London boroughs and the additional statutory duties introduced by the Homelessness Reduction Act 2017. It is therefore imperative that all options and available funding for increasing affordable housing are implemented.

2.2 This report proposes using retained receipts to fund Registered Providers (RPs) to build new social housing to which the Council will have nomination rights, in addition to using the receipts to fund the Council's own new social house building programme and purchase of existing properties.

Options considered

2.3 The following options for the use of the retained receipts have been considered:

1. To support the direct delivery of new social housing by the Council. This option is already approved and being taken forward to develop new homes for rent on infill housing land;
2. To support other housing providers to bring forward social housing schemes. This option is recommended

3. To voluntarily hand back retained receipts to the Department of Communities and Local Government (DCLG) which they will invest in the provision of social housing. However in this case the social housing is not likely to be provided in Harrow and the Council is unlikely to receive the nomination rights. This option is not recommended at the present time.

Background

2.4 The Council entered into an agreement with Government on 26th September 2012 and varied on 10 July 2013 which, under s11(6) of Local Government Act 2003, permits the Council to retain an increased proportion of receipts arising from disposal of HRA properties under the Right to Buy (RTB), providing these proceeds are reinvested into replacement social or affordable rented housing within three years monitored via quarterly spend targets.

2.5 The retained receipts can form no more than 30% of the cost of the new housing, the balance funded from other resources. The payments can contribute to the Council's new build social housing programme or as a contribution to a development of new social housing by a third party, on condition this is of benefit to the Council. In the latter case a benefit will be granted if the Council has 100% nomination rights to the new homes. Retained receipts can also be used to fund the purchase of existing properties for letting as social housing, as long as they have not been previously owned by the Council or other social landlord.

2.6 The Council's infill new build programme is partially funded by retained RTB receipts and we have also funded a small existing property purchase programme (8 units) and the buyback of leasehold properties on the Grange Farm estate.

2.7 When the agreement with Government was signed the Council was already at its HRA borrowing cap so it could not borrow to fund the 70% of development costs not funded by receipts. However, it did have sufficient reserves and funding from S106 agreements to allow the new build programme to proceed. Subsequently the Government has introduced a 1% rent reduction over 4 years for all HRA properties which means we do not now have sufficient resources to fund additional new homes or purchase of additional properties because there are no further HRA resources to fund 70% of the costs. It is not possible to combine the use of receipts with other grant funding, for example from the GLA, on the same property as the total public subsidy must not exceed the 30% maximum of development cost.

2.8 Failure to spend retained RTB eligible expenditure within three years of the related disposals will, as a condition of the retention agreement, trigger repayment to Government with interest. Spending the receipts is made harder by the application of quarterly spend targets. This means that if a staged payment on a scheme is delayed by only a few days at the end of a quarter or a purchase completion is similarly delayed, then the requirement to repay with interest is triggered. This is at odds with most other grant programmes such

as the GLA's Affordable Housing Programme where spend targets can be up to 4 years.

2.9 Because of the strict criteria for the use of retained receipts, nationally local authorities have struggled to spend them with many having handed them back to central government.

2.10 To date, the Council has spent £2.2m retained receipts. It has repaid £464k with interest of £55k as a result of delays on staged payments on the infill programme and delays in property completions. The current position is shown in Appendix 1. Over the next 3 years we will have up to £15m retained receipts available to fund new affordable rented housing.

2.11 Although the Council would like to continue building its own affordable housing this is not possible without changes to the retained receipt spend rules, an increase in the HRA borrowing cap and relaxation of the 1% rent reduction. Alternative approaches are being explored including the setting up of separate companies outside the HRA.

2.12 The Council is also able to fund third parties such as Registered Housing Providers (RPs) to part fund their new build developments for social housing in return for nomination rights thereby alleviating the pressures on General Fund Homelessness costs. Any payments will need to be in line with the retention agreement and must, fundamentally meet the definition of eligible expenditure and be for the benefit of the Council. The Registered Provider will be asked to enter into a grant agreement, a draft of which is attached at Appendix 2 which will be revised where appropriate. Officers have met with a number of RPs who are reviewing schemes they may be able to bring forward. In view of the spend targets delegated authority is requested to enter into agreements with RPs for schemes that deliver nominations to additional social housing and to create a capital budget of £5m within the HRA Homes for Harrow programme, which will be fully funded from retained HRA Right to Buy receipts, with no impact on General Fund or HRA revenue resources.

Risk Management Implications

Risk included on Directorate risk register? No
Separate risk register in place? No

There are no risk implications of the proposed decision. The decision will assist in maximising the opportunities for spending retained receipts and assist in limiting any repayment of receipts with interest to the government.

Legal Implications

The Council entered into an agreement with Government on 26th September 2012 (as varied) which, under s11(6) of Local Government Act 2003, permits the Council to retain an increased proportion of receipts arising from disposal of HRA properties under Right to Buy (RTB), providing these proceeds are

reinvested into replacement social or affordable rented housing within three years. There are strict procedures for how the receipts are to be spent set out in the retention agreement.

In the agreement 'Social housing' means low cost rental accommodation as defined by section 68(1)(a) of the Housing and Regeneration Act 2008 and therefore includes Affordable Rent homes.

The authority may make payments to a third party, provided the Authority does not have a controlling interest in the third party, on the development costs associated with the provision of social housing for the benefit of the Authority's area. Social housing is provided for the benefit of the Authority where it is situated in the area of the Authority or the Authority has nomination rights in respect of the social housing.

The draft Grant Agreement attached at Appendix 2 will oblige a Registered Provider to spend the receipts paid to them in accordance with the retention agreement dated 26th September 2012.

Financial Implications

Retained receipts can only be spent in accordance with the signed retention agreement to provide affordable rented housing. This decision will increase the opportunities to enable the receipts to be spent and limit any repayment with interest.

Provision has been made within the HRA budget financial forecasts for 2017-18 for repayment of some receipts plus interest in 2017/18 should it not be possible to bring forward schemes. There is no impact on General Fund revenue or capital costs, and the expenditure will be financed entirely from HRA right to buy receipts which would otherwise have to be returned to Government with interest.

New affordable housing supply helps to mitigate General Fund Homelessness costs by avoiding costs that would otherwise be incurred in providing expensive temporary accommodation such as Bed and Breakfast.

The accounting treatment to be used would be Revenue Expenditure Funded from Capital Resources under Statute ("refcus").

Financial regulation B48 permits additions to the Capital Programme to be approved by Cabinet up to £500,000, where the expenditure is funded by external sources and there is no revenue impact.

As this sum is above £500,000 is being recommended to Council for approval.

Equalities implications / Public Sector Equality Duty

A specific Equalities Impact Assessment is not required for this decision. Any proposal to increase the availability of affordable housing is likely to have a positive impact on protected characteristics that are represented disproportionately in terms of priority housing need and homelessness.

Council Priorities

The Council's vision:

Working Together to Make a Difference for Harrow

This decision will directly support the following Council priorities:

- Making a difference for the vulnerable
- Making a difference for communities
- Making a difference for families

By providing additional affordable housing for the most vulnerable households in Harrow it will also contribute to the avoidance of costs associated with placing homeless households in expensive and lower quality temporary accommodation.

Section 3 - Statutory Officer Clearance

Name: Sharon Daniels	<input checked="" type="checkbox"/>	on behalf of the Chief Financial Officer
Date: 4 August 2017		
Name: Louise Middleton	<input checked="" type="checkbox"/>	on behalf of the Monitoring Officer
Date: 4 August 2017		

Ward Councillors notified:	NO, as it impacts on all Wards
EqIA carried out:	NO

EqIA cleared by:

Previous Equality Impact Assessments have demonstrated there is a positive impact on protected characteristics for proposals that increase the supply of social housing.

Section 4 - Contact Details and Background Papers

Contact: Alison Pegg, Head of Housing Regeneration, 020 8424 1933, alison.pegg@harrow.gov.uk

Background Papers:

Housing Strategy and Housing Strategy Equalities Impact Assessment -

http://www.harrow.gov.uk/info/200003/housing_policies_and_planning_for_housing/184/housing_changes/2

Retention Agreement

Call-In Waived by the Chair of Overview and Scrutiny Committee

NOT APPLICABLE

[Call-in applies]

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Appendix 1: Retained Receipts Schedule

Year	Retained RTB receipts	Spend target	Estimated eligible expenditure, Infill	Estimated eligible expenditure, Grange Fm	Estimated eligible expenditure, total	Shortfall (Excess)	Additional Cap Expenditure Needed to Avoid Repayment	Estimated Repayment to Government	Estimated Interest to Government	Estimated balance, RTB "141" replacement reserve after repayments and financing
2017.18	Quarter 1	2,267,176	664,242	0	664,242	1,602,934	1,602,934	480,880	67,743	11,615,998
	Quarter 2	1,664,090	1,010,869	0	1,010,869	653,221	653,220	195,966	27,468	12,728,837
	Quarter 3	4,537,568	1,506,652	624,800	2,131,452	2,406,116	2,406,116	721,835	100,669	13,073,998
	Quarter 4	1,056,588	1,860,251	2,499,200	4,359,451	-3,302,863	0	-	-	11,933,000
2018.19	Quarter 1	1,350,301	2,126,534	0	2,126,534	-776,233	0	-	-	13,037,497
	Quarter 2	5,070,471	1,854,104	0	1,854,104	3,216,367	0	-	-	14,390,890
	Quarter 3	1,905,722	1,125,434	0	1,125,434	780,288	0	-	-	15,495,388
	Quarter 4	5,861,601	978,209	0	978,209	4,883,392	4,809,870	1,442,961	196,165	13,580,536
2019.20	Quarter 1	4,557,145	1,284,084	0	1,284,084	3,273,061	3,257,113	977,134	132,151	13,745,943
	Quarter 2	3,559,828	1,768,084	0	1,768,084	1,791,744	1,791,744	537,523	72,684	14,607,044
	Quarter 3	1,624,220	1,393,584	0	1,393,584	230,636	230,637	69,191	9,356	15,680,394
	Quarter 4	3,318,594	1,177,584	0	1,177,584	2,141,010	2,141,010	642,303	86,853	14,749,715

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**DATED
GRANT RECIPIENT**

20XX

**LONDON BOROUGH OF HARROW
AND
[GRANT RECIPIENT]**

**GRANT FUNDING AND DELIVERY AGREEMENT
IN RELATION TO THE PROVISION OF AFFORDABLE HOMES**

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DRAFT

Dated

PARTIES

1. The Mayor and Burgesses of the London Borough of Harrow of the Civic Centre, Station Road, Harrow, HA1 2XY (the **Council**); and
2. [XXX] whose registered office is at [XXX] (the **Grant Recipient**).

INTRODUCTION

- (A) The Grant Recipient wishes to (construct XX housing units on the land known as [XXX]) (purchase homes on the open market) to be let as affordable housing.
- (B) The Council has agreed to provide the Grant Recipient with financial assistance for the purchase and/or construction of the affordable housing units in accordance with the terms as set out in this Agreement. The Grant Recipient is responsible for obtaining all additional funding required to complete the purchase, construction and fit out of the affordable housing units.
- (C) The Council is empowered under Section 25(1) of the Local Government Act 1988 and pursuant to the Secretary of State's general consent to, inter alia, make grants available to provide financial assistance in connection with the construction of privately let housing for housing accommodation.
- (D) The Grant Recipient agrees to deliver the affordable housing units in accordance with the terms of this Agreement.

PART 1 – INTRODUCTION AND GENERAL

1. DEFINITIONS AND INTERPRETATIONS

1.1. General

In this Agreement except where the context otherwise requires:

- 1.1.1. the masculine includes the feminine and vice-versa;
- 1.1.2. the singular includes the plural and vice versa;
- 1.1.3. a reference to any clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.1.4. save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.1.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.1.6. a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.1.7. words and phrases with a first capital letter or any derivation thereof shall (as the context so requires) have the meanings set out in Schedule 1;
- 1.1.8. headings are for convenience of reference only;
- 1.1.9. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.1.10. a document in the agreed form is to be the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the parties) or in the form set out in a Schedule or an Appendix to this Agreement;
- 1.1.11. an obligation to do anything includes an obligation to procure its being done; and
- 1.1.12. The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the Council for the acts or omissions of any Sub-Contractor as if they were the acts or omissions of The Grant Recipient.

1.2. Schedules

The Schedules to this Agreement form part of this Agreement.

1.3. Precedence of Documentation

In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, or between the Schedules, the inconsistency shall be resolved according to the following descending order of priority;

- 1.3.1. this Agreement and Schedule 1 (Definitions);
- 1.3.2. the Schedules to the Agreement (other than Schedule 1)

1.4. Approval

1.4.1. Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Council, nor the failure of the same, shall unless otherwise expressly stated in this Agreement, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the Council in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.

1.4.2. In any case where the consent or approval of the Council (or any officer of the Council) is required or a notice is to be given by the Council, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified by the Council by notice in writing to the Grant Recipient

1.5. Succession

References to a public organisation (other than the Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation. References to other persons (other than the Council) shall include their successors and assignees.

1.6. Third Party Rights

No term of this Agreement is enforceable under the Agreements (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

2. CONDITIONS PRECEDENT

2.1. This Agreement shall not come into full force and effect unless and until the Grant Recipient fulfils the Conditions Precedent to the satisfaction of the Council, (acting reasonably). If the Conditions Precedent are not fulfilled to the satisfaction of the Council by no later than [DD/MMM/YYYY] (or such other date as agreed between the Parties) this Agreement shall lapse and the Grant Recipient shall not be entitled to any proportion of the Grant. For the avoidance of doubt any Works carried out before the Condition Precedents are satisfied in accordance with this Clause shall be at the Grant Recipient's risk.

2.2. The conditions specified in Schedule 2 are inserted solely for the Council's benefit. The Council may, in its absolute discretion waive them, in whole or in part and with or without conditions.

3. THE AFFORDABLE HOUSING PROJECT

3.1. The Grant Recipient shall procure the carrying out and completion of the Works

3.1.1. in a proper and workmanlike manner;

3.1.2. in compliance with this Agreement, which includes without limitation, the Specification, any Statutory Requirement and Consents and shall give all notices required by the Statutory Requirements;

- 3.1.3. diligently and in a timely fashion, using reasonable endeavours to achieve Practical Completion on or before the Longstop Date.
- 3.2. The Grant Recipient agrees to enter into a Nominations Agreement in substantially the form set out in Schedule 6 attached hereto before Practical Completion.
- 3.3. The Grant Recipient shall be responsible for and be liable for the design of the units funded. Through this agreement such liability shall not, for the avoidance of doubt, be reduced, obviated, diminished or avoided by the fact that any part of the design was carried out by the Council or otherwise.
- 3.4. The Grant Recipient shall develop and finalise the design and specification of the Affordable Housing units. In relation to the design of the units the Grant Recipient warrants that:
 - 3.4.1. it has used, and will continue to use, the degree of skill and care in the design of the affordable housing units that would reasonably be expected of a competent professional designer experienced in carrying out design activities of a similar nature, scope and complexity to those comprised in the Works;
 - 3.4.2. the Grant Recipient's design complies with the Consents and Statutory Requirements (as applicable); and
 - 3.4.3. the Grant Recipient's design complies with, and wherever possible exceeds, the minimum requirements set out in local, regional and national guidance on the standards and quality for Affordable Housing Units.
- 3.5. The Council expressly acknowledges that
 - 3.5.1. the Grant Recipient's maximum liability under this Agreement (whether pursuant to Clause 8 or otherwise) shall not, in any circumstance, exceed the sum paid to it by the Council under this Agreement.

PART 2: THE GRANT

4. THE GRANT AND ADDITIONAL FUNDING

- 4.1. The Council has agreed to make the Grant available to the Grant Recipient to procure the delivery of the Affordable Housing Units subject to and in accordance with the terms and conditions of this Agreement.
- 4.2. The Grant Recipient acknowledges and agrees that:
 - 4.2.1. the Grant is being made available by the Council on the express understanding that it is applied solely for the purposes of funding the Development Costs of the Affordable Housing Units;
 - 4.2.2. the Grant will not exceed an amount equal to a specified proportion of the aggregated Actual Development Costs incurred by the Grant Recipient in respect of the delivery of the Affordable Housing Units;
 - 4.2.3. the Grant Recipient shall provide all reasonable evidence and certification of Actual Development Costs to ensure the Grant does not exceed the specified proportion of the Actual Development Costs;
 - 4.2.4. the Grant Recipient shall use all reasonable endeavours to seek and obtain Additional Funding from alternative sources to finance the rest of the Development Costs;
 - 4.2.5. the Council shall not be responsible for any failure of the Grant Recipient to obtain Additional Funding and the Council is not able to make up a short fall in Additional Funding with additional Grant over and above the specified proportion of the aggregated Actual Development Costs;
 - 4.2.6. the Grant Recipient shall provide all reasonable evidence and certification that the Additional Funding does not include any other public subsidy (other than discounted land); and
 - 4.2.7. the Grant Recipient shall comply with the Open Book Obligations.
- 4.3. The Grant Recipient has submitted a bid for grant funding to the Council which has been accepted and approved by the Council and is attached as Schedule 8.

5. FINANCIAL REPORTING AND PROJECT CERTIFICATIONS

- 5.1. The Grant Recipient shall use reasonable endeavours to deliver the Affordable Housing Units in accordance with the proposals submitted to and approved by the Council and set out in Schedule 5 attached hereto.
- 5.2. The Grant Recipient shall provide on demand all reasonable evidence to support every and all grant claims to include purchase completion certificate construction certificates invoices and records of payment of the same.

First Report

- 5.3. Prior to the application for payment of the First Instalment of the Grant in accordance with clause 6.1, the Grant Recipient shall provide to the Council a First Report setting out:
 - 5.3.1. the anticipated Total Development Costs for the completion of the Affordable Housing Units; which shall include without limitation the land purchase costs, professional costs, the construction costs, fit out costs, irrecoverable VAT and any other related costs; and

- 5.3.2. the funding obtained or agreed including the Grant and any Additional Funding and the funding provided by the Grant Recipient to facilitate the purchase and construction of the Affordable Housing Units.
- 5.4. The Council shall assess and analyse the report submitted by the Grant Recipient and apply the methodology and assumptions set out in Schedule 4 and seek such additional information as required from the Grant Recipient or such other parties as required.
- 5.5. The Council shall confirm to the Grant Recipient :
- 5.5.1. whether the total of the Grant and the Additional Funds are greater than or equal to the whole anticipated Development Costs and if they are then the Project shall be considered financially viable (“Financially Viable”); and
- 5.5.2. whether all or only part of the Instalments of Grant is required for the purchase and construction of the Affordable Housing Units; and
- 5.5.3. where, pursuant to clause 5.5.2, any proportion of the Instalment is not required for the purchase and construction of the Affordable Housing Units, to calculate the sum which the Council considers is required in accordance with clause 4.2.2. and this shall be the qualifying grant amount.
- 5.6. In the event that the First Report confirms that:
- 5.6.1. the Project is Financially Viable and the whole of the Grant is required for the construction of the Affordable Rented Units then Condition Precedent 2 shall be satisfied; or
- 5.6.2. the Project is Financially Viable and only part of the Grant is required for the construction of the Affordable Rented Units then Condition Precedent 2 shall be satisfied but, provided that all the Condition Precedents are satisfied, the Grant Recipient shall only be entitled to the qualifying grant amount as calculated in accordance with clause 5.5.3.; or
- 5.6.3. the Project is Financially Viable and none of the Grant is required for the construction of the Affordable Rented Units then Condition Precedent 2 shall be satisfied notwithstanding the qualifying grant amount as calculated in accordance with clause 5.5.3.; or
- 5.6.4. the Project is not Financially Viable then Condition Precedent 2 shall not be satisfied and the parties shall meet to discuss how the parties wish to proceed.

Grant Instalment Reports

- 5.7. The Grant shall be paid to the Grant Recipient in instalments as a proportion of incurred Actual Development Costs.
- 5.8. Prior to the submission of an application for payment of any Instalment of the Grant pursuant to clause 6.2 below, the Grant Recipient shall provide to the Council a report setting out:
- 5.8.1. the Actual Development Costs incurred in the purchase of the land and the construction of the Affordable Rented Units including, for the avoidance of doubt, the Building Contract and any fees payable in addition to the Building Contract;
- 5.8.2. any deviation from the anticipated Total Development Costs provided in the First Report in accordance with clause 5.3.1 and an explanation for the change; and

- 5.8.3. how the Total Development Costs are to be funded, clearly showing what funds are to be used for the Project and where the funds originate from.
- 5.9. The Council shall assess and analyse the report submitted by the Grant Recipient and apply the methodology and assumptions set out in Schedule 4 and seek such additional information as required from the Grant Recipient or such other parties as required.
- 5.10. The Council shall confirm to the Grant Recipient :
- 5.10.1. whether the total of the grant and the additional funds are greater than or equal to the whole anticipated development costs and if they are then the project shall be considered financially viable (“financially viable”); and
 - 5.10.2. whether all or only part of the Instalments of Grant is required for the purchase and construction of the Affordable Housing Units; and
 - 5.10.3. where, pursuant to clause 5.5.2, any proportion of the Instalment is not required for the purchase and construction of the Affordable Housing Units, to calculate the sum which the Council considers is required in accordance with clause 4.2.2. and this shall be the qualifying grant amount.

Final Report

- 5.11. Prior to the submission of an application for payment of the Final Instalment of the Grant pursuant to clause 6.3 below, the Grant Recipient shall provide to the Council a report setting out:
- 5.11.1. the actual Total Development Costs incurred in the construction of the Affordable Housing Units including, for the avoidance of doubt, any retentions payable at the end of any defects liability period in accordance with the provisions of the Building Contract; and
 - 5.11.2. how the Total Development Costs have been funded, clearly showing what funds were used for the Project and where the funds originated from.
- 5.12. The Council shall assess, interrogate and analyse the report submitted by the Grant Recipient in accordance with clause 5.11 and apply the methodology and assumptions set out in Schedule 4 and seek such additional information as is reasonably required from the Grant Recipient or such other parties (as required). The Grant Recipient shall provide as much assistance, at its own cost, as the Council shall reasonably require.
- 5.13. The Council shall confirm whether in its opinion:
- 5.13.1. the total of the funds including the Grant and the Additional Funds are greater than or equal to the Total Development Costs; and
 - 5.13.2. any element of the Grant was not required for the purchase and construction of the Affordable Housing Units.
- 5.14. The Parties may jointly appoint an independent financial assessor (the “Financial Expert”) to carry out an assessment of the financial viability of the Project. The Grant Recipient shall pay for the appointment of the Financial Expert. The appointment shall make clear that in determining the viability of the Project and the Grant necessary to make the Project financially viable (and in the production of any reports required of the Financial Expert hereunder), the Financial Expert shall apply the methodology and assumptions set out in Schedule 4.

- 5.15. The decision of the Financial Expert shall be binding on both Parties who shall forthwith give effect to the decision, unless and until either Party refers the dispute to the Dispute Resolution procedure in accordance with clause 16, in which event, the decision of the Financial Expert may be opened up and reviewed.

6. PAYMENT OF THE GRANT

6.1. First Instalment

6.1.1. At any time which is no earlier than 5 Business Days after satisfaction of the Condition Precedents, the Grant Recipient shall be entitled to apply for the payment of the First Instalment of the Grant. In submitting an application pursuant to this Clause 6.1.1 the Grant Recipient is deemed to represent and warrant to the Council that:

- i. The Grant Recipient has delivered the First Report;
- ii. The Conditions Precedents have been achieved and signed off (or waived by the Council); and
- iii. The Grant Recipient has completed the purchase of the site for the construction of the Affordable Housing Units or has completed the purchase of existing dwellings for use as Affordable Housing Units.

6.2. Further Instalments

6.2.1. At any time after the date which is no earlier than three months after Start on Site of the Affordable Housing Units is reached, and every three months thereafter up to Practical Completion, the Grant Recipient may apply to the Council for payment of Instalments of the Grant. In submitting an application pursuant to this Clause 6.2 the Grant Recipient is deemed to represent and warrant to the Council that:

- i. The building contractor has been appointed and has commenced works on site;
- ii. All certifications and confirmations made by the Grant Recipient under this Agreement in relation to the Affordable Housing Project are correct in all material respects; and
- iii. The Grant Recipient has obtained all Consents necessary for the lawful development of the Affordable Housing Units;

6.3. Final Instalment

6.3.1. At any time after the date which is no earlier than 5 Business Days after the Affordable Housing Units are ready for occupation, the Grant Recipient may apply to the Council for payment of the Final Instalment of the Grant. In submitting an application pursuant to this Clause 6.2 the Grant Recipient is deemed to represent and warrant to the Council that:

- i. the Affordable Housing Units have been procured and completed in accordance with the requirements of this Agreement and meets the Agreed Purposes and is fully Fitted Out and ready for use;

- ii. all certifications and confirmations made by the Grant Recipient under this Agreement in relation to the Affordable Housing Units are correct in all material respects;
- iii. the Grant Recipient has delivered an executed Nominations Agreement and provided the Council with its irrevocable authority to complete the same following execution by the Council; and
- iv. the Grant Recipient has obtained all Consents necessary for the lawful occupation of the Affordable Housing Units.

6.4. Payment of Grant Instalment

6.4.1. Subject to:

- i. the Council (acting reasonably) being satisfied with the Grant Recipient's application for payment in accordance with 6.1, 6.2 or 6.3 above; and
- ii. in respect of Clause 6.1 only, the matters set out at Clauses 6.1.1.i to 6.1.1.iii having been satisfied;
- iii. in respect of Clause 6.2 only, the matters set out at 6.3.1.i to 6.3.1.iv having been satisfied; and
- iv. in respect of Clause 6.3 only, the matters set out at 6.3.1.i to 6.3.1.iv having been satisfied

the Council shall pay the relevant proportion of the Grant to the Grant Recipient calculated in accordance with Clause 6.5.1 within thirty (30) Business Days of receipt of the satisfactory application.

6.5. Calculation of the Grant Instalment

6.5.1. The Council shall only be required to pay a proportion of the total grant to the Grant Recipient in instalments and such proportion shall be no more than 30% of actual Total Development Costs incurred at the date of the Grant Claim less any Grant previously paid to the Grant Recipient.

6.6. Suspension of Funding

6.6.1. In the event the Council becomes aware of any matter or matters, whether relating to the Grant or the Works or otherwise that it considers may amount to a breach on the part of the Grant Recipient of its obligations under this agreement, the Council may postpone or suspend the payment of any part of the Grant so as to enable the Council and the Grant Recipient to investigate and resolve such matters.

6.6.2. The suspension of payments under Clause 6.6.1 shall be without prejudice to the right of the Grant Recipient under this agreement to receive the full amount of the Grant.

6.7. Disputes

6.7.1. If the Council is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for

payment identifying the reason for its dissatisfaction. The Council must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly. The Parties shall meet as soon as reasonably practicable after the receipt of the Grant Recipient's response and shall attempt to resolve the dispute amicably between them. If the Parties are unable to reach agreement the Council shall be entitled to continue withholding payment and the matter shall be referred to the dispute resolution procedure under Clause 16. If the Parties are in agreement the Grant Recipient shall resubmit its application for payment or an amended application for payment in accordance with clauses 6.1 and 6.2 and 6.3 above (as applicable).

6.8. Longstop Date

6.8.1. For the avoidance of doubt the Council shall not be obliged to pay the Final Instalment or any proportion of the same unless the Practical Completion is reached prior to the Longstop Date and the Council shall be entitled to recover any monies paid in accordance with this Clause 6 in accordance with the conditions of Clause 8.

7. VAT

7.1. Except where expressly stated to the contrary in this Agreement:

7.1.1. the amount of any payment or the value of any supply is expressed exclusive of VAT properly chargeable on it; and

7.1.2. where any payment or taxable supply falls to be made pursuant to this Agreement VAT properly chargeable on it will be paid in addition by the recipient of the supply for which payment (if any) is consideration on the provision of a valid VAT invoice for it.

7.2. The payment of the Grant or any part thereof hereunder by the Council to the Grant Recipient shall be regarded as inclusive of any VAT chargeable thereon

8. REPAYMENT OF GRANT

8.1. Without prejudice to any other term of this Agreement, the Council reserves the right to recover from the Grant Recipient the Grant or such part thereof as is determined in accordance with clause 8.2 (the "Recoverable Amount") in circumstances where:

8.1.1. the Agreement is terminated in accordance with the provisions of Clause 15 (Termination);

8.1.2. the Grant has been paid to the Grant Recipient on the basis of a misrepresentation made by or on behalf of the Grant Recipient;

8.1.3. the Grant has been paid to the Grant Recipient but the Council becomes aware that the Affordable Housing Units are not fit for the Agreed Purposes and cannot reasonably be used for its Agreed Purposes;

8.1.4. disposal of the Affordable Housing Units in whole or in part by the Grant Recipient to another party for any use other than the Agreed Purposes and/or where the other party does not enter into a nominations agreement with the Council on substantially the same terms as the Nominations Agreement or otherwise on terms satisfactory to the Council;

8.1.5. the Affordable Housing Units are not completed by the Longstop Date;

- 8.1.6. the Grant paid by the Council is greater than the total qualifying grant proportion of the actual Total Development Costs; or
 - 8.1.7. the Council has made an overpayment or has made a payment in error to the Grant Recipient;
 - 8.1.8. The affordable housing unit tenant exercises any statutory right to buy or equivalent right to acquire ownership of the affordable housing unit.
- 8.2. In the circumstances set out in:
- 8.2.1. Clauses 8.1.1 to 8.1.5 the Recoverable Amount shall be a sum equivalent to the proportion of Grant paid to the Grant Recipient;
 - 8.2.2. Clauses 8.1.6 or 8.1.7, the Recoverable Amount shall be a sum equal to the amount of the overpayment, the sum paid in error or the difference between the amount of the Grant actually paid (together with any grant funding provided by other public bodies) and the Development Costs;
 - 8.2.3. Clauses 8.1.8, the Recoverable Amount shall be a sum calculated using the formula $A/B \times C$ where A is the number of habitable rooms in the affordable housing unit sold, B is the total number of habitable rooms in the Project delivered with the Grant and C is the total amount of Grant paid to the Grant Recipient for the Project.
- 8.3. The Grant Recipient shall pay the Recoverable Amount to the Council within twenty one (21) Business Days of demand together with interest at two per centum (2%) above the base rate from time to time of the Barclays Bank Plc such interest to run from the date upon which the Grant (or relevant part thereof) overpayment or payment in error was paid to the Grant Recipient until the date upon which the Council receives the repayment required from the Grant Recipient under this Clause 8.
- 8.4. Where the Late Payment of Commercial Debts (Interest) Act 1998 applies the Parties agree that the rate of interest referred to in Clause 8.3 above shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.5. Notwithstanding any other term of this Clause 8, where a payment has been made following an administrative error by the Council or overpayment, the Grant Recipient shall not be liable for interest on the amount repayable.
- 8.6. Where any part of the Grant becomes repayable by the Grant Recipient the Council may, at its sole discretion, agree to waive repayment in part or in whole and/or waive payment of any interest payable under Clause 8.3. The Council shall give due consideration to that part of the works (if any) that has been successfully completed and may impose such reasonable conditions on any waiver as it may see fit.

9. STATE AID

- 9.1. If the Council is required pursuant to the Decision of the Commission of the European Communities published on 15 July 2005 in relation to public sector compensation granted to certain undertakings entrusted with the operation of services of general economic interest to recover any amount of overcompensation (as described in the Decision) the Council will be entitled to recover any such amount from the Grant Recipient

PART 3 – CHANGES

10. PROJECT CHANGES

- 10.1. The Council acknowledges that the Grant Recipient may seek a change to the Specification (and the terms of this Agreement) during the Term to ensure that inter alia:
- 10.1.1. The design of the Affordable Rented Units and the Fit Out Works are fit for the Agreed Purposes;
 - 10.1.2. The Facility is completed before the Longstop Date;
 - 10.1.3. the Project Aims are being delivered; and/or
 - 10.1.4. The Grant Recipient remains capable of delivering the Project from time to time and the Council shall be entitled to propose changes in accordance with Clause 10.2.
- 10.2. The Council shall be entitled to request changes to the Affordable Rented Units which are minor in nature and which it regards (acting reasonably) as necessary to ensure that the Affordable Rented Units meet the Agreed Purposes.
- 10.3. A change to the Project may take the form of one or more (or a combination of) the following:
- 10.3.1. a change to the Longstop Date;
 - 10.3.2. the anticipated date for Practical Completion; and/or
 - 10.3.3. the Specification.
- 10.4. Either Party shall notify the other in writing when it becomes aware of circumstances which give rise (in that Party's opinion (acting reasonably)) to entitle it to request a change to the Project. Any Project Change Notice shall specify the reasons for the proposed change to the Project and describe the proposed nature of the change being sought.
- 10.5. Save where the parties agree that a meeting is unnecessary a meeting of the Project Group shall be convened as soon as is practicable (but in any event no later than the next scheduled Project Group Meeting) to discuss a Project Change Notice and shall be attended by the same persons as those required (or permitted) to attend Project Group Meetings.
- 10.6. In determining whether to implement a change to the Project and the substance of that change, the parties shall act in good faith, reasonably and shall take account of:
- 10.6.1. the Project Aims;
 - 10.6.2. the performance, to date, of the Grant Recipient under the Agreement;
 - 10.6.3. If the progress of the Works is delayed:
 - i. The relevant circumstances of the delay;
 - ii. Details of the part of the Works which are delayed;
 - iii. The length of the expected delay;
 - iv. Any impact on the anticipated Practical Completion Date or the Longstop Date;
 - v. Any measures that the Grant Recipient has taken or is taking to minimise the delay and its effects upon the cost and progress of the Works.
 - 10.6.4. the time and costs associated with implementing the proposals set out in the Project Change Notice (having particular regard to (i) the final date upon which

the Affordable Rented Units must reach Practical Completion in order to claim any grant funding from other sources and (ii) the Development Costs submitted to the Financial Expert pursuant to clause 5.2 of this Agreement.)

- 10.7. Where the Parties are unable to agree whether or not to implement a change or proposal contained in a Project Charge Notice within twenty (20) Business Days of the said notice being submitted, the matter shall be referred for dispute resolution in accordance with clause 17.

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PART 4 – MONITORING

11. PROJECT MEETINGS, MONITORING AND REPORTING

11.1. The Grant Recipient shall identify as soon as reasonably practicable one of its employees to act as Project Manager, to:

11.1.1. ensure the effective operation of and implementation of the Project in line with the Project programme; and

11.1.2. report on progress on the Project at regular intervals.

11.2. Within 30 days of the date of this Agreement, the Parties shall form a Project Group to review and monitor the progress of the Project throughout the Term. The Project Group shall comprise at least the following members:

11.2.1. Council's Representative from the Council or their deputy

11.2.2. Project Manager from The Grant Recipient or their deputy

11.2.3. A representative of the Building Contractor;

11.2.4. The Employer's Agent;

And the parties agree that any other persons may be invited to attend the meetings as the Project Group may deem appropriate.

11.3. The Project Group shall meet not less than every six weeks from the date of this Agreement and throughout the Term to review The Grant Recipient's delivery of the Project. Such meetings shall coincide with scheduled progress meetings at the Site between THE GRANT RECIPIENT and the Building Contractor.

11.4. The Grant Recipient acknowledges the high importance to the Council of it being advised when any circumstance occurs which may:

11.4.1. impact on THE GRANT RECIPIENT's ability to deliver the Project;

11.4.2. result in The Grant Recipient not receiving any or all of the Additional Funding;

11.4.3. indicates that the Council is making available more grant than is required to deliver the Project; or

11.4.4. jeopardise the completion or otherwise of the Project by the anticipated Practical Completion Date.

11.5. The Grant Recipient shall comply fully with the contract management and reporting obligations set out in this Clause 11.

11.6. The Council or the Grant Recipient may also call a Project Group Meeting at any time outside of the six-week cycle provided that the party requesting the meeting:

11.6.1. gives reasonable prior written notice to the other of such meeting; and

11.6.2. includes with the notice an agenda for such meeting.

11.7. Save as otherwise agreed between the parties, any meeting under this Clause 11 shall be minuted by The Grant Recipient and such minutes shall be distributed within ten (10) Business Days following the meeting to the Council and any other attendee.

12. OPEN BOOK OBLIGATIONS

12.1. The Grant Recipient shall on an Open Book basis:

- 12.1.1. at all times maintain a full record of particulars of all the income (including the Grant and any Additional Funds) received and Development Costs incurred by the Grant Recipient in respect of the Project;
 - 12.1.2. at all times when reasonably required to do so by the Council, provide a summary of any of the income and Development Costs referred to in Clause 12.1.1 as the Council may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and
 - 12.1.3. at all times provide such access or facilities as the Council may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Clause 12.
- 12.2. Compliance with the above shall require the Grant Recipient to keep (and where appropriate to procure that any Sub-Contractor shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Grant Recipient or Sub-Contractor and which do not directly relate to the Project) in accordance with good accountancy practice with respect to all the Project showing in detail:
- 12.2.1. all income (including the Grant and any Additional Funds);
 - 12.2.2. administrative overheads where directly attributed or where apportioned on a pro rata basis;
 - 12.2.3. payments made to Sub-Contractors;
 - 12.2.4. capital and revenue expenditure;
 - 12.2.5. VAT incurred on all items of expenditure where The Grant Recipient has received grant under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Grant Recipient of such VAT as input tax from HM Revenue & Customs or other competent authority; and
 - 12.2.6. such other item as the Council may reasonably require to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement;
- and the Grant Recipient shall have (and shall use its reasonable endeavours to procure that the Sub-Contractors shall have) the books of account evidencing the items listed in this Clause available for inspection by the Council (and any person appointed pursuant to the dispute resolution provisions at Clause 16 to determine a dispute or otherwise authorised by the Council) upon reasonable notice, and shall submit a report of these to the Council as and when requested.

13. MANAGEMENT INFORMATION

- 13.1. The Grant Recipient shall comply with the monitoring arrangements set out in this Agreement, and shall provide such Management Information as the Council may reasonably request from time to time in order that the Council may assess THE GRANT RECIPIENT's compliance with its obligations under this Agreement and the application of the Grant.
- 13.2. Subject to clause 13.3, the Grant Recipient hereby consents to the Council:
 - 13.2.1. publishing on its website (or in any alternative media) information which it provides pursuant to Clause 14.1;
 - 13.2.2. storing and analysing such information and producing statistics; and

- 13.2.3. sharing such information or any statistics produced using such information, with any other Contracting Authority
- 13.3. Subject always to the Council's statutory obligations under FOIA and/or EIR and clause 19 of this Agreement, where the Grant Recipient determines (acting reasonably) that the publication of information provided pursuant to clause 13.1 would prejudice the Grant Recipient's commercial interests, the Grant Recipient shall notify the Council to that effect and the Council shall take into account the Grant Recipient's views before determining whether to publish such information. Without prejudice to the foregoing, the Council acknowledges that the information comprised in Schedule 4 is information which the Grant Recipient regards as information which, if published, would prejudice the Grant Recipient's commercial interests and the Council hereby agrees to, if reasonably practicable in the circumstances, notify the Grant Recipient in writing before it publishes such information.

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PART 5 - TERMINATION

14. TERMINATION

- 14.1. If any one or more of the matters in Clause 14.2 ("Termination Rights") occurs the Council shall be entitled to forthwith terminate the Agreement in whole or in part by issuing a written notice to the Grant Recipient to that effect in accordance with Clause 14.3. For the avoidance of doubt the occurrence of any one of the matters listed in Clause 14.2 shall be deemed a repudiatory breach of contract by The Grant Recipient. The right of the Council to terminate shall be a contractual right pursuant to this clause and/or a common law right accepting THE GRANT RECIPIENT's repudiatory breach as the circumstances dictate.
- 14.2. The matters referred to in Clause 14.1 above are:-
- 14.2.1. a Prohibited Act has been committed by or on behalf of The Grant Recipient and the Waiver Condition has not been satisfied; or
 - 14.2.2. the Grant Recipient uses the Grant other than for the Development Costs;
 - 14.2.3. the Grant Recipient does not receive the first instalment of any Additional Funding and/or its agreements for the Additional Funding are terminated;
 - 14.2.4. the Grant Recipient commits an act of fraud or bankruptcy; or
 - 14.2.5. the Grant Recipient suffers an Insolvency Event; and/or
 - 14.2.6. the Affordable Rented Units are not completed by the Longstop Date.
- 14.3. Termination Notice
- 14.3.1. The Termination Notice issued pursuant to Clause 14.1 shall:
- i. set out the matter or matters giving rise to such Termination Notice, giving reasonable details;
 - ii. state on its face that it is a Termination Notice;
 - iii. state the date on which the termination is to take effect; and
 - iv. be signed by the Council's Borough Solicitor.
- 14.4. The rights of the Council under this clause are in addition and without prejudice to any right that either Party may have against the other for prior breach and to any right the Council may have against the Grant Recipient for the breach, default, negligence or event leading to the Termination Date.

15. CONSEQUENCES OF TERMINATION

- 15.1. On the Practical Completion Date or earlier termination pursuant to this Agreement clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: Clause 15 (Consequences of Termination), 8.1.2, 8.1.4, 8.1.6 and 8.1.8 (Repayment of Grant) 16 (Dispute Resolution), 18 (Freedom of Information and Confidentiality) 12 (open Book Obligations) and 9 (State Aid) and the Agreement shall determine and cease to have effect and the Parties shall (save as aforesaid) be released from any further liability under this Agreement.
- 15.2. On the earlier termination of this Agreement, no further instalment of the Grant shall be payable and the provisions of Clause 8 (Repayment of the Grant) shall apply.
- 15.3. The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination. The Clauses of this

Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

- 15.4. Notwithstanding any breach of this Agreement by either Party, and without prejudice to any other rights which the other Party may have in relation to it, the other Party may elect to continue to treat this Agreement as being in full force and effect and to enforce its rights under this Agreement. The failure of either Party to exercise any right under this Agreement, including any right to terminate this Agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

16. DISPUTE RESOLUTION

- 16.1. All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this Clause 16.
- 16.2. In the event that the Grant Recipient or the Council consider that a Dispute exists, such party shall serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this Clause 16.
- 16.3. Representatives of the parties shall meet within five (5) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of receipt of a Notice of Dispute.
- 16.4. Where either no representatives of both parties are available to meet within the period set out in Clause 16.3 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Grant Recipient and the Council (the **Chief Executives**).
- 16.5. The Chief Executives shall meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of such referral to attempt to resolve the Dispute. Any unanimous resolution of the Chief Executives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.
- 16.6. If the Dispute remains unresolved after ten (10) Business Days following referral to the Chief Executives, such Dispute must be dealt with in accordance with Clause 16.7.
- 16.7. In the circumstances contemplated in Condition 16.6, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. The parties agree that:
 - 16.7.1. to initiate the mediation a party must give notice in writing (ADR notice) to the other party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR.
 - 16.7.2. the mediation shall start not later than twenty eight (28) days after the date of the ADR notice; and
 - 16.7.3. except where the right to issue proceedings would be prejudiced by a delay, no party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

PART 6 – GENERAL PROVISIONS

17. REPRESENTATIONS AND WARRANTIES

- 17.1. Without prejudice to any other term of this Agreement, the Grant Recipient:
- 17.1.1. represents and warrants to the Council on the date hereof and on each day until and including the date upon which the Grant Recipient receives the last payment of Grant payable under this Agreement in the terms set out in Schedule 3 inclusive; and
 - 17.1.2. acknowledges and agrees that the Council is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

18. DATA PROTECTION AND FREEDOM OF INFORMATION

- 18.1. THE GRANT RECIPIENT shall comply with its obligations under the Data Protection Act 1998 and all amendments and all new statutory provisions, regulations, orders, directives and requirements that may come into force or being and ensure the protection of all data and archive material from unauthorised access, tampering and system failures.
- 18.2. The Grant Recipient acknowledges that the Council is subject to obligations under the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”) and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation and shall assist and co-operate with the Council (at THE GRANT RECIPIENT’S expense) to enable the Council to comply with its obligations under such legislation.
- 18.3. The Grant Recipient shall and shall procure that its Sub-contractors shall provide the Council with a copy of any requested information under Clause 18.2 within 5 Business Days from the Council’s request and to provide all necessary assistance as reasonably requested by the Council to enable it to comply with its obligations under the FOIA or the EIR.
- 18.4. The Grant Recipient acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, the FOIA, or the EIR disclose information: (i) without consulting with The Grant Recipient; or (ii) following consultation with THE GRANT RECIPIENT and having taken its views into account.
- 18.5. The Grant Recipient shall ensure that all information relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

19. CONFIDENTIAL INFORMATION

- 19.1. Subject always to any other express provision in this Agreement, The Grant Recipient shall not without the prior written consent of the Council during the Term or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), this Agreement or any information contained therein that the Council provides or the Grant Recipient generates pursuant to or in connection with this Agreement, all of which information shall be treated by the Grant Recipient as confidential.
- 19.2. Nothing in this Clause 19 shall restrict the Council from complying with its FOIA and EIR obligations pursuant to Clause 18.

20. HEALTH AND SAFETY EQUALITY AND DIVERSITY

- 20.1. The Grant Recipient will comply in all material respects with all relevant Legislation relating to health and safety, equality and relevant employment matters and will use reasonable endeavours to procure that all Sub-Contractors do likewise.
- 20.2. The Grant Recipient confirms that it has, and is in full compliance with, a policy covering equal opportunities designed to ensure that discrimination prohibited by the Equality Act 2010 is avoided at all times and will provide a copy of that policy and evidence of the actual implementation of that policy upon request by the Council.
- 20.3. The Grant Recipient shall have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 insofar as its activities under this Agreement could reasonably be deemed to be functions of a public nature for the purposes of that Part.
- 20.4. To the extent that the Council is a 'client' for the purposes of the CDM Regulations:
- 20.4.1. where the Grant Recipient is engaging consultants and a contractor or contractors as Sub-Contractors to deliver the Project The Grant Recipient elects to be the only client in relation to the Project; or
- 20.4.2. where the Grant Recipient is contracting with a developer as a Sub-Contractor to deliver the Project the Grant Recipient shall procure that such developer shall elect to be the only client in relation to the Project
- and the Council hereby agrees to such election.
- 20.5. the Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to clause 20.4.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to clause 20.4.2 without the Council's prior written consent, which the Council may in its absolute discretion withhold.
- 20.6. The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the Health and Safety at Work etc Act 1974 and the CDM Regulations in connection with the Works.
- 20.7. The Grant Recipient shall at all times procure the compliance with all obligations, requirements and duties arising under the Health and Safety at Work etc Act 1974 by any and all parties appointed in connection with the Works or allowed on the Site.
- 20.8. The Grant Recipient shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with the Project.

21. CO-OPERATION

- 21.1. Each party undertakes to co-operate in good faith with the other to facilitate the proper performance of this Agreement and the delivery of the Project. Without prejudice to the generality of the foregoing
- 21.1.1. the Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time:
- 22.1.1.1 of any auditor (whether internal or external) of the Council and/or
- 22.1.1.2 of the Council where the Council is required under any legislation to provide any document relating to the Project to any person; and

- 22.1.2 the Council shall co-operate fully and in a timely manner with any reasonable request from time to time of any auditor (whether internal or external) of The Grant Recipient (including, without limitation, any compliance audit carried out in respect of the provision of grant funding by the GLA).

22. NOTICES

- 22.1. All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, facsimile, electronic data transmission or by hand, or leaving the same at:

Grant Recipient	Council
[Officer]	[Authorised Officer]
[Address at front of Agreement]	London Borough of Harrow at the Civic Centre, Station Road, Harrow, HA1 2XY
E-mail:	E-mail:
Fax:	Fax:

- 22.2. Either Party to this Agreement (and either representative) may change its nominated address or facsimile number by prior notice to the other Party.
- 22.3. Notices given by post shall be effective upon the earlier of actual receipt and five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:
- 22.3.1. within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or
- 22.3.2. by 11am on the next following Business Day, if sent after 4pm on a Business Day but before 9am on that next following Business Day.

23. NO FETTER ON STATUTORY FUNCTIONS

- 23.1. Notwithstanding anything apparently or impliedly to the contrary in this Agreement or any of the deeds and documents referred to herein, in carrying out its statutory duties or functions the discretion of the Council shall not be fettered, constrained or otherwise unlawfully affected by the terms of this Agreement or any such other deed or document.

24. NO AGENCY

- 24.1. Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties.
- 24.2. the Grant Recipient shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Council and the Grant Recipient. Neither the Grant Recipient nor any of its employees shall at any time hold itself or themselves out to be an employee of the Council.

25. ASSIGNMENT AND SUB-CONTRACTING

- 25.1. The Council will be entitled to transfer or assign all or part of this Agreement to any body to whom the functions of the Council are transferred pursuant to any statutory reorganisation.

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

26. ENTIRE AGREEMENT

26.1. This Agreement and the conditions herein contained together with the Schedules and Annexes constitute the entire agreement between the parties and may only be varied or modified in writing by agreement under the seals of the parties.

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

27. SEVERABILITY

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

28. CUMULATIVE RIGHTS AND ENFORCEMENT

28.1. Any rights and remedies provided for in this Agreement whether in favour of the Council or The Grant Recipient are cumulative and in addition to any further rights or remedies which may otherwise be available to those parties.

28.2. The parties acknowledge that money damages alone may not properly compensate the Council for any breach of The Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation in addition to any other rights or remedies the Council may have in law, in equity or otherwise the Council shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

29. WAIVER

29.1. No term or provision of this Agreement shall be considered as waived by any Party unless a waiver is given in writing by that Party.

29.2. No waiver under Clause 29.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

30. GOVERNING LAW

31.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Clause 16 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

32. FORCE MAJEURE

32.1. Neither party will be deemed to be in breach of its obligations herein contained if prevented from carrying them out due to circumstances beyond their control, provided that:

32.1.1. if it is possible to achieve the purpose of the obligation in any other reasonable expedient manner the breaching party shall do so;

- 32.1.2 as soon as the preventing circumstances cease to apply the party that is in breach shall promptly fulfil any outstanding part of the obligation;
- 32.1.3 the parties will co-operate to minimise any adverse consequences during the period of the intervening force majeure circumstances; and
- 32.1.4 if the circumstances continue to apply for a period of more than 12 months, then either party may serve written notice upon the other to terminate this Agreement with immediate effect.
- 32.2 Any termination of this Agreement pursuant to Clause 15 shall not affect any rights that may have accrued to either party up to the date of such termination.

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**SCHEDULE 1
DEFINITIONS AND INTERPRETATION**

Definitions

In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

Word or Phrase	Meaning
Actual Development Costs	means in respect of the Project the amount of Development Costs actually incurred by the Grant Recipient in developing the Project
Additional Funds	means any funding (other than the Grant) which the Grant Recipient obtains in relation to the Project whether from lending institutes or otherwise or which it agrees to invest in the construction of the Affordable Rented Units;
Affordable Housing Units	Dwellings to be let by the Grant Recipient at rents inclusive of service charges of no more than 80% of open market rents or the Local Housing Allowance, whichever is lower, as agreed by the Council and Grant Recipient;
Agreed Purposes	means the purposes for which the Facility is to be used, which is to provide dwellings to be let at affordable rents to households in need of such accommodation;
Agreement	means this Agreement (including its Schedules, Annexures and Appendices (if any));
Anticipated Date of Practical Completion	means the expected dated of completion of building works being [DD/MMM/YYYY] or such other date as the Grant Recipient may notify pursuant to clause 11 of this Agreement;
Authorised Officer	means such person or persons as the Council may nominate to act as its representative from time to time for the purposes of this Agreement;
Building Contract	means the Agreement entered into between the Grant Recipient and the Building Contractor relating to the construction and development of the Project;
Building Contractor	means the building contractor or developer appointed or to be appointed by the Grant Recipient in respect of the Project;
Business Day	means any day other than a Saturday, Sunday or a statutory Bank Holiday in England;
CDM Regulations	means the Construction (Design and Management) Regulations 2015;
CEDR	means the Centre for Effective Dispute Resolution;

Word or Phrase	Meaning
Condition Precedent	means the conditions set out in Schedule 2 which must be fulfilled by the Grant Recipient to the satisfaction of the Council ;
Consents	means any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any Relevant Authority and/or required under any legislation for the construction of the Works including without limitation planning consent the Grant Recipient
Council's Representative	means [] as appointed in such role by the Council or his appointed deputy;
Development Costs	means the costs relating to the procurement and development of the Project incurred or to be incurred in respect of the Project by the Grant Recipient in respect of the heads of expenditure set out in Schedule 4 or such other heads of expenditure as the Council may in its absolute discretion agree in respect of the Project provided always that the Grant Recipient's cost of funding referred to in Clause 5.1 shall be treated as Development Costs;
EIR	means the Environment Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such statutory instrument;
Employer's Agent	Means the agent acting on behalf of the Grant Recipient as the contract administrator lead consultant cost consultant or other such consultant role as appointed to by the Grant Recipient;
First Report	means a report prepared by the Grant Recipient setting out the anticipated Total Development Costs to be used to determine Grant funding;
Final Report	means a report prepared by the Grant Recipient setting out the actual Development Costs to be used to determine the actual amount of Grant to be paid to the Grant Recipient not exceeding 30% of qualifying actual total development costs;
Fitted Out (Fitting Out)	means fitted out to the Required Standard ;
Fit Out Works	means the Works associated with the Fitting Out of the Facility;
FOIA	means the Freedom of Information Act 2000, and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
Grant	means xxxxxx pounds (£ xxxx), being the maximum amount of grant the Council has agreed to pay to the Grant Recipient in respect of the Project;

Word or Phrase	Meaning
Grant Instalment	means any part payment of the agreed Grant;
Information Commissioner	has the meaning set out in Section 6 of the DPA 1998;
Legal Charge	means the fixed legal charge in favour of the Council over the Site in the form annexed to this Agreement at Schedule 7 which is to be registered against the Site as security for the First Instalment and as set out in more detail at Clause 10 of this Agreement;
Legislation	means: <ul style="list-style-type: none"> (a) any Act of Parliament; (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (c) any exercise of the Royal Prerogative; and (d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; in each case in the United Kingdom;
Local Housing Allowance	means the maximum weekly rent eligible for housing benefit by property size by location as published by the Valuation Office Agency from time to time;
Longstop Date	means [DD/MMM/YYYY] or such other date as agreed between the Parties in accordance with the terms of this Agreement;
Management Information	means the information that The Grant Recipient shall provide to the Council as requested from time to time by the Council (as applicable) in relation to the Project including (inter alia): <ul style="list-style-type: none"> • Invoice Dates • Contract Dates • VAT Rates • Invoice amounts The above list is not exhaustive and the Council may reasonably from time to time change the items in the list provided that it has given the Grant Recipient notice of such changes in accordance with Clause 13;
Material Adverse Effect	means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to deliver the Project within the time limits (if any) for doing so;
Nominations Agreement	means the agreement in substantially the form set out in Schedule 6 to be entered into before Practical Completion;
Open Book	means the declaration of all price components including profit margins, central office overheads, site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and services with all and any books of accounts, correspondence, agreements, orders, invoices, receipts and other documents available for inspection;

Word or Phrase	Meaning
Open Book Obligations	mean the obligations set out in Clause 12;
Practical Completion	<p>means the state in which the Facility and Works are:</p> <ul style="list-style-type: none"> (i) complete in all respects; (ii) the Site is clean and clear of rubbish and surplus material and builder's plant, tools and equipment; and (iii) free from apparent or known defects, save for any minor items of incomplete work or minor defects, the existence, completion or rectification of which in the opinion of the Council are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Facility and which would be reasonable to include in a snagging list; (iv) fit for beneficial occupation as a residential development in accordance with NHBC or equivalent requirements; (v) the Affordable Rented Units are fully Fitted Out and all testing and commission of mechanical and electrical systems are complete. <p>and Practically Complete shall be construed accordingly.</p>
Practical Completion Date	The date set out on the Practical Completion certificate being the date the Project achieves Practical Completion;
Project Aims	<p>means the Council's requirements:</p> <ul style="list-style-type: none"> (a) that the Affordable Rented Units meet the Agreed Purposes; and (b) that the Grant is properly and effectively spent;
Project Manager	means [XXXX] appointed in such role by the Grant Recipient for the purposes of the Project pursuant to clause 12.1;
Prohibited Act	<ul style="list-style-type: none"> (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward: <ul style="list-style-type: none"> a. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or b. for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; (b) entering into this Agreement or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its

Word or Phrase	Meaning
	<p>behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> a. under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010; b. under Legislation creating offences in respect of fraudulent acts; or c. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; <p>(d) defrauding or attempting to defraud or conspiring to defraud the Council;</p>
Project	means the construction of the Affordable Rented Units details of which are appended at Schedule 5 (as the same may be amended from time to time in accordance with Clause 11);
Project Change Notice	means a notification served by one party on the other pursuant to Condition 8;
Project Group	means the group as referred to in clause 11.2;
Project Group Meeting	means a meeting held pursuant to Conditions 11;
Relevant Authority	means any governmental or other authority, court with relevant jurisdiction, the local planning authority, landlord, funder, adjoining landowner or any other person whose consent is required to undertake the Works necessary to the delivery of the Project or perform the Grant Recipient's obligations under this Agreement;
Required Standards	Planning permission, planning consent, practical completion certificate, building regulations sign off, Code for Sustainable Homes 4 and Final report, As built Building for Life Assessment, Secure by Design Certificate, NHBC cover notes, as build drawings and Lifetime Homes;
RIDDOR	means Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995 (as amended from time to time);
Site	means the site identified of the Affordable Rented Units as shown edged red on the plan attached at Schedule 5;
Specification	means the specification of the Affordable Rented Units (including all design and works required to build the Affordable Rented Units) as set out in Schedule 5) as may be amended from time to time in

Word or Phrase	Meaning
	accordance with Clause 11;
Start on Site Works	<p>means:</p> <ul style="list-style-type: none"> (a) excavation for strip or trench foundations or for pad footings; (b) digging out and preparation of ground for raft foundations; (c) vibrofloatation, piling, boring for piles or pile driving; or (d) drainage work specific to the building forming part of the Project;
Statutory Requirements	Any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose system the Works are, or are to be, connected;
Sub-Contractor	means any contractor appointed by the Grant Recipient to undertake all or part of the Works;
Term	means the period of time from the date hereof until the date of Practical Completion or the Longstop Date whichever is the sooner (subject to earlier termination by the Council of the entirety of this Agreement);
VAT	means Value Added Tax as presently charged under the Value Added Tax Act 1994 or any tax of a similar nature;
Waiver Condition	<p>means provision of satisfactory evidence by the Grant Recipient that the relevant Prohibited Act was committed by:-</p> <ul style="list-style-type: none"> (a) an employee acting independently of The Grant Recipient; or (b) a Subcontractor (or any employee of a Subcontractor not acting independently of the Sub - Contractor); or (c) an employee of a Sub- Contractor acting independently of such Subcontractor; or (d) any person not specified in parts (a), (b) or (c) <p>and the Council is satisfied that the Grant Recipient and/or the Sub - Contractor (as applicable) has taken such action as is appropriate taking into account the nature and the circumstances of the relevant Prohibited Act. "Acting independently" for these purposes means not acting with the authority or knowledge of any one of more of the directors of the Grant Recipient or the relevant Subcontractor.</p>

Word or Phrase	Meaning
Works	means all of the works (including design, infrastructure works and all other works necessary) to be undertaken in order to ensure that the Affordable Rented Units meets the Required Standards and the Specification.

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**SCHEDULE 2
CONDITIONS PRECEDENT**

This Agreement is conditional on the satisfaction of the following matters to the absolute satisfaction of the Council, whose decision will be final.		Documentation required as evidence
Condition Precedent 1: The Grant Recipient has legal ownership of the Land	The Grant Recipient shall prove their interest in the land	Either: (a) An Official Copy of the Land Registry entry together with any supporting documentation or documentation listed on the land registry entry. or (b) If (a) is not available at the point of satisfaction of this Condition Precedent, an alternative form of evidence which satisfactorily evidences title in the Land. The form of such evidence to be agreed with the Council
Condition Precedent 2: Financial Viability	The Bid for Local Authority Grant Funding confirms that the Project is Financially Viable and the Grant is required	Cost Consultant or Employer's Agent report setting out the costs of the Project and the Grant Recipient's confirmation of the availability of the additional funding for the Project
Condition Precedent 3: Project Viability	The Grant Recipient to provide evidence that the Project is viable and that the site is suitable for the Affordable Rented Units proposed.	<ul style="list-style-type: none"> • Soil surveys, • archaeological survey, • utilities survey, • load bearing capacity and contamination studies; and • rights of light survey.

**SCHEDULE 3
REPRESENTATION AND WARRANTIES**

1. POWERS, VIRES AND CONSENTS

- 1.1 It is not subject and will not become subject to any other obligation, compliance with which will, or is likely to, have a Material Adverse Effect.
- 1.2 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.
- 1.3 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect.
- 1.4 It has not committed any Prohibited Act.
- 1.5 The Grant Recipient:
- 1.5.1 is a Registered Provider;
 - 1.5.2 has not had any application to be an Investment Partner rejected;
 - 1.5.3 is incorporated under the laws of England or Wales and registered as a Registered Society;
 - 1.5.4 has power to own its assets and carry on its business as currently being conducted from time to time; and
 - 1.5.5 has power to enter into the Transaction Documents and to exercise its rights and perform its obligations there under.
- 1.6 The obligations expressed to be assumed by it in the Transaction Documents are (or when executed will be) legal and valid obligations, binding on it in accordance with the terms thereof.
- 1.7 All acts, authorisations, consents, conditions and things required to be done, fulfilled and performed in order to (a) enable it lawfully to enter into, exercise its rights under, and perform and comply with, the obligations expressed to be assumed by it in each of the Transaction Documents, (b) ensure that the obligations expressed to be assumed by it in each of the Transaction Documents are legal, valid and binding and (c) make each Transaction Document admissible in evidence in England, have been (or will be, subject to due registration within applicable registration periods) done, fulfilled and performed.

2. SCHEME DELIVERABILITY

- 2.1 It has obtained or will by Practical Completion of the Affordable Housing Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.

- 2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.
- 2.3 All information supplied by or on behalf of it to the Council or its agents or employees in connection with the Grant Recipient's application to be a grant recipient and otherwise other applications for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.4 All data or other information supplied to the Council in connection with, or related to the Affordable Housing Project or its application to be a grant recipient is accurate.
- 2.5 It has informed the Council of any material change that has occurred since the date of submission of the application to be a grant recipient of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect including without limitation the provision or offer of any additional Public Sector Subsidy.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the Council and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.8 Save where expressly agreed by the Council, all Affordable Housing Units will be let in accordance with the terms of the Affordable Housing Project.
- 2.10 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Affordable Housing Project details (including, inter alia, projected Start on Site and Practical Completion dates) are capable of being delivered without the need for a change to the Affordable Housing Project details.
- 2.11 The Grant Recipient possesses or will possess a Secure Legal Interest in the Site.

3. Authority of Grant Recipient's Representative

The Grant Recipient's Representative is empowered to act on behalf of the Grant Recipient for all purposes connected with this Agreement.

**SCHEDULE 4
DEVELOPMENT COSTS HEADS OF EXPENDITURE AND SCHEME METHODOLOGY**

Financial viability of schemes is assessed based on the total scheme costs associated with the land purchase, planning, build and fit out of a scheme to ensure successful delivery and 'fit for purpose' dwellings.

These costs would include the following:

- Land acquisition price
 - Gross build contract sum
 - Surveys required to be submitted with planning application
 - Pre planning fees
 - Planning fees
 - Planning architect fees
 - Employer's agent fees relating to building contract management only
 - CDM Co-ordinator fees
 - Clerk of Works fees
 - Legal fees associated with land purchase, Unilateral Undertaking (including Council fees covered by The Grant Recipient) negotiation & agreement, build contract and disbursements.
 - Valuation fees (land purchase plus unit valuations confirming OMV and market rent of individual units as required by the GLA)
 - Party Wall fees (including adjoining owners fees)
 - Grant financial advisor
 - Costs associated with fit out and furnishings to required standard
 - VAT – while the majority of the works will be zero rated, the cost associated with certain items such as white goods and furnishings are standard rated. VAT is also chargeable at standard rate on professional fees (EA, CDMC, Valuer, legals etc)
 - Development Allowance in relation to building contract (i.e. developers profit)
 - Capitalised interest
 - Contingency (3% of works price) in relation to building contract
- Any other surveys/advice/services that may be required to ensure successful delivery and specific to the scheme.

Revenue Details

The scheme is to be appraised assuming the starting rents as detailed in the table below to comply with IMS input details. Income to be based on net rent not gross rent.

No. of units	Type of Units	Gross Rents (per week)	HB Service Charge (per week)	Eligible Charge	Net Rents (per week)

Assessment of Grant Instalment Payments

At Acquisition the assessment and calculation of the First Grant Instalment is based on actual land cost and actual fees incurred to purchase completion and planning permission.

During construction the assessment and calculation of Further Grant Instalments is based on actual incurred build costs as certified by the Grant Recipient's Employer's Agent or equivalent consultant or project manager and any additional fees incurred since the First Grant Instalment.

At practical completion the assessment and calculation of the final grant instalment is based on *actual* total incurred scheme costs. At this stage the estimated final account for the build contract is available. As there is a 12 months defects period some contingency is retained.

Documents Provided for Assessment and Audit

In terms of carrying out the initial assessment upon which the first instalment of grant is based the following details are to be provided:

- Estimated total scheme costs upon which the scheme budget has been set
- Land purchase completion statement or equivalent confirming actual cost of the land
- Consultants Fee Invoices

A copy of the land valuation and Cost Consultants build cost estimate could be made available at this stage if so required, if requested by the Council.

For the second assessment upon which the second instalment of grant is based the following details are to be provided:

- A copy of the build contract
- Employer's Agent or equivalent certifications for payment

For the final assessment upon which the final instalment of grant is based a breakdown of actual costs incurred is to be provided (this will need to take into account retentions to be held for the defects liability period and could provide the following as evidence:

- Land valuation
- Financial extracts from the build contract; any contract instructions and the estimated final account related to the build contract
- Copies of appointment letters/documents/ invoices verifying payments
- Calculation of capitalised interest
- Details of outstanding payments and retentions
- Final fee estimate

Demonstration of 'fit for purpose'

in order to demonstrate/ measure the scheme as being constructed to be fit for purpose the following documents are to be provided:

- Planning permission
- Discharge of planning conditions
- Practical completion certificate
- Building regulations sign off
- As built Building for Life assessment

- Secure by Design Certificate
- NHBC Cover Notes
- As built drawings

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**SCHEDULE 5
SPECIFICATION AND SITE**

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**SCHEDULE 6
NOMINATIONS AGREEMENT**

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**SCHEDULE 7
BID**

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

THE COMMON SEAL of THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF HARROW was affixed to this)
DEED BY ORDER)

Authorised Officer:

Seal Register No:

SIGNED as a DEED and DELIVERED)
by [])
for and on behalf of)
THE GRANT RECIPIENT)
("THE GRANT RECIPIENT") in the presence of:)

Full name of Witness (print)

Full address of Witness (print)
.....
.....

Occupation of Witness (print)

Signature of Witness

Agreement – Section 11(6) of the Local Government Act 2003

This agreement is made pursuant to section 11(6) of the Local Government Act 2003.

Parties

The Secretary of State for Communities and Local Government (“the Secretary of State”) and the
.....**London Borough Of Harrow**.....(“the Authority”).

This agreement comprises 10 pages

General

1. In this agreement :

“the due date”, “quarter” and “the relevant quarter” have the same meaning as in the Regulations;

“receipts” means the receipts to which Schedule 1 to the Regulations applies;

“retained amount” means the amount calculated in Part 1;

“the Regulations” mean the Local Authority (Capital Finance and Accounting) (England) Regulations 2003;

“social housing” means low cost rental accommodation as defined by section 68(1)(a) of the Housing and Regeneration Act 2008;

“the sub-liability” means the sub-liability calculated under Schedule 1 to the Regulations;

the terms “A”, “E”, “F”, “G”, “J” and “K” used in this agreement have the same meaning as in Schedule 1 to the Regulations.

2. This agreement applies to receipts received on or after 1st July 2012 (“the commencement date”).

3. The Authority is not required to pay to the Secretary of State such portion of the sub-liability calculated in accordance with Part 1 of this agreement provided the Authority complies with the conditions set out in this agreement.
4. The Authority must use the retained amounts for the provision of social housing. Any amounts not used for this purpose must be paid to the Secretary of State and interest will be payable calculated in accordance with paragraph vi of Part 1.
5. The Authority must provide the information set out in Parts 1 and 4 of this agreement to the Secretary of State at the times and in any format the Secretary of State may request.
6. This agreement may be terminated by the Secretary of State by giving notice of one quarter.
7. This agreement may be amended by agreement.

Part 1 - Calculation of the portion of the sub-liability that the Authority may retain.

- i. Where in any quarter –

A is more than $(3.398347729 \times G) + E + F + J$

the Authority may retain an amount (“the retained amount”) up to–

K less $(2.398347729 \times G)$.

- ii. The Authority must inform the Secretary of State of the following by the due date of the relevant quarter-
 - (a) the value of K less $(2.398347729 \times G)$;
 - (b) the retained amount; and

(c) any amount not retained by the Authority.

- iii. Where the Authority has informed the Secretary of State (under paragraph ii(c)) that an amount will not be retained, the Authority must pay that amount to the Secretary of State by the due date of the relevant quarter.
- iv. Where the Authority has informed the Secretary of State that an amount will not be retained and fails to pay that amount on the due date of the relevant quarter, interest is payable and incurred from the due date until the Authority pays that amount to the Secretary of State.
- v. Where the Authority does not inform the Secretary of State of the amount it will not retain by the due date of the relevant quarter, it will be assumed that the retained amount for that quarter is the full amount the Authority may retain and where an amount is not retained and is paid to the Secretary of State, interest will be payable and incurred from the due date until the date the Authority pays that amount to the Secretary of State.
- vi. The Authority may pay any part of the retained amount to the Secretary of State and where it does so, interest is payable and incurred from the due date of the relevant quarter in which the retained amount was retained by the Authority until the date it is paid to the Secretary of State.

Part 2– Return of retained amounts

- i. This Part applies where 13 quarters have expired since the commencement date.
- ii. In this Part :
 - “the reckonable quarter” means the quarter 12 quarters prior to the relevant quarter;

“quarter 1” means the quarter in which the commencement date falls;

A is the total of the retained amounts for all quarters from quarter 1 to the reckonable quarter;

“the total amount spent on the provision of social housing” is the amount spent on the provision of social housing from quarter 1 to the last day of the relevant quarter;

R is the total of the returnable amounts calculated under paragraph iv of this Part and amounts paid to the Secretary of State under paragraph vi of Part 1 for all the quarters from quarter 1 to the reckonable quarter.

- iii. The total retained amount is calculated as follows –

$$A - R.$$

- iv. Where on the last day of the relevant quarter, the total retained amount exceeds 30% of the total amount spent on the provision of social housing, the Authority must pay to the Secretary of State the portion of the total retained amount in excess of 30% of the total amount spent on the provision of social housing (“the returnable amount”).
- v. Where the Authority must pay a returnable amount to the Secretary of State under paragraph iv of this Part, interest is payable, calculated and incurred from the due date of the reckonable quarter until the date the returnable amount is paid to the Secretary of State.

Part 3 - Calculation of interest

Where interest is payable under this agreement, it will be calculated at a rate of 4% above the base rate on a day to day basis compounded with three-monthly rests and “base rate” has the same meaning as in the Regulations.

Part 4 - Provision of information

On the due date of each relevant quarter the Authority must provide to the Secretary of State the details of the number of starts on site since the commencement date.

“Start on site” means the earlier of commencement of the following by the Authority or other body to which the Authority has paid all or part of the retained amount for the purpose of providing social housing:

- (a) excavation for strip or trench foundations or for pad footings;
- (b) digging out and preparation of ground for raft foundations;
- (c) vibrofloatation, piling, boring for piles or pile driving; or
- (d) drainage work specific to the buildings forming part of the scheme.

Part 5 – The amount spent on the provision of social housing

- i. The amount spent on the provision of social housing shall not include any expenditure which has been used or which the authority intends to use to-
 - (a) reduce a capital receipt under regulation 15(1)(c) of the Regulations (capital allowance); or
 - (b) buy back a relevant interest defined in paragraph 3(1)(b) of the Schedule to the Regulations and claim buy back allowance in respect of that expenditure under paragraph 3 of the Schedule to the Regulations.

- ii. The amount spent on the provision of social housing shall not include –
 - a. any expenditure on dwellings which are social housing at the time of the expenditure; or
 - b. any expenditure for the provision of housing which is funded, wholly or in part, by grant paid by the Homes and Communities Agency.

- iii. The amount spent on the provision of social housing is the amount spent by the Authority or by a body to which the Authority has paid some or all of the retained amounts (such body must not be a body in which the Authority holds a controlling interest) on the development costs associated with the provision of social housing for the benefit of the Authority's area.

- iv. Where the Authority has paid all or some of the retained amounts to a body for the purpose of contributing towards the cost of providing social housing, the Authority must ensure that only retained amounts provided by the Authority have been used by such body for the provision of social housing for the benefit of the Authority.

- v. Social housing is provided for the benefit of the Authority where it is situated in the area of the Authority or the Authority has nomination rights in respect of the social housing.

- vi. The amount spent on social housing includes the following:
 - (a) the development costs associated with the acquisition of dwellings to be used as social housing;
 - (b) the development costs associated with the acquisition of land for the construction of dwellings to be used as social housing;
 - (c) the development costs of the construction of dwellings to be used as social housing:

- vii. In this Part “development costs” means the costs set out in Part 6.

Part 6 – Development costs

Development costs means the costs relating to the development of social housing in respect to the heads of expenditure set out below.

Heads of expenditure

1 Acquisition

1.1 *Purchase price of land/site.*

1.2 *Stamp Duty Land Tax on the purchase price of land/site.*

2 Works

2.1 *Main works contract costs (excluding any costs defined as on costs).*

2.2 *Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition.*

2.3 *statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such works) where applicable.*

2.4 *Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.*

2.5 *Irrecoverable VAT on the above (where applicable).*

3 On costs

3.1 *Legal fees and disbursements.*

3.2 *Net gains/losses via interest charges on development period loans.*

3.3 *Building society or other valuation and administration fees.*

3.4 *Fees for building control and planning permission.*

- 3.5 *Fees and charges associated with compliance with European Community directives, and any requirements relating to energy rating of dwellings, Eco-Homes certification and Housing Quality Indicators.*
- 3.6 *In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note 1 below).*
- 3.7 *Insurance premiums including building warranty and defects/liability insurance (except contract insurance included in works costs).*
- 3.8 *Contract performance bond premiums.*
- 3.9 *Borrowing administration charges (including associated legal and valuation fees).*
- 3.10 *An appropriate proportion of the development and administration costs of the Authority or the body in receipt of funding from the Authority.*
- 3.11 *Irrecoverable VAT on the above.*

Note 1

Where the development contract is a design and build contract, the on-costs are deemed to include the builder's design fee element of the contract sum. The amount included by the builder for design fees should be deducted from the works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and planning permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as development costs unless the Authority can clearly demonstrate that such costs are properly chargeable to the social housing, i.e. for the sole use of the residents or to comply with any statutory obligations that may have been imposed.

Examples of these are as follows:

- *works to any roads which do not exclusively serve the social housing;*
- *landscaping to areas of land which lie outside the boundaries of the land on which the social housing is situated;*
- *district heating systems;*
- *trunk sewers and sewage disposal works;*
- *special refuse treatment buildings;*
- *public conveniences;*
- *community halls, club rooms, recreation rooms.*

Note 3

Subject to the above, where any cost incurred or to be incurred by the Authority or a body in receipt of funding from the Authority is common both to the development of the social housing and to any other activity, asset or property of the Authority or a body in receipt of funding from the Authority, only such part of that cost as is attributable to the development of the social housing may be treated as a cost in respect of which the retained amount may be paid.

Signed on behalf of the Authority by ...

Lynne Pennington,

Divisional Director of Housing



.....26th September 2012

(Add signature and date)

Julie Alderson

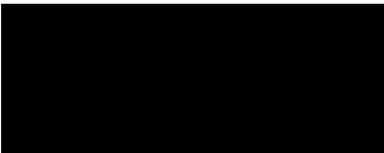
Chief S151 Officer



.....26th September 2012

(Add signature and date)

Signed on behalf of the Secretary of State by Graham Duncan – Deputy
Director – Affordable Housing Regulation and Investment



.....(add signature
and date)

26 September 2012

Reference no. S11(6) 12-13/151

REPORT FOR: Pension Fund Committee

Date of Meeting: 28 June 2017

Subject: Role of Co-optee

Responsible Officer: Dawn Calvert, Director of Finance

Exempt: No

Wards affected: All

Enclosures: None

Section 1 – Summary and Recommendation

Summary

The Committee are asked to consider the role of the non-voting co-optee to the Committee.

Recommendation

The Committee are recommended to agree to the role of, and the working arrangements applying to, the non-voting co-optee to the Committee as described in paragraphs 10 and 11.

Section 2 – Report

Introduction and role of co-optee

1. At their meeting on 7 March 2017 the Committee considered a report in which they were asked, inter alia, to agree “that the appointment of a co-optee to the Committee be ceased and no nominee is put forward to Council for such an appointment.”
2. The Committee resolved that “the consideration of the cessation of a co-optee to the Committee be deferred to the next meeting following the receipt of a report discussing the exact role.”
3. As regards the exact role of a co-optee, Section H of the Council’s Constitution includes:
 - 1.1 The Council may appoint non-voting co-opted members to its Committees;
 - 3.1 The basic rule is that co-opted members have such rights as agreed by the parent body making the appointment;
 - 3.3 Unless otherwise determined by the parent bodyall co-opted members and advisers will be afforded the right to:
 - Receive all agenda papers including “Part II” of confidential papers
 - Be notified of all meetings
 - Attend all meetings
 - Contribute to the consideration of all items
4. No further rights or duties are conferred on co-optees and their only stated obligations concern the non-disclosure of confidential information.
5. The appointment of a co-optee to one of the Council’s committees is generally subject to annual renewal by the Council. However, the terms of reference of the Committee include exercising on behalf of the Council “all the powers and duties of the Council in relation to its functions as Administering Authority of the LB Harrow Pension Fund save for those matters delegated to other Committees of the Council or to an Officer.” Assessing the support it requires from non-Councillors is clearly within this remit.
6. On 18 May 2017 the Council agreed to the appointment of co-optees to various committees but, to avoid pre-judging the consideration by the Committee, no appointment to the Pension Fund Committee was agreed.

Background

7. In June 2006 the, then, Legal and General Purposes Committee agreed to the appointment of Mr Howard Bluston as a non-voting co-optee to the, then, Pension Fund Investment Panel. Since then Mr Bluston has remained in this position (now with the Pension Fund Committee).

8. The co-optee role has not been reviewed for many years and, possibly, not since 2006.
9. Since July 2014, the Committee has had in place two independent advisers in addition to the “professional” investment adviser, Aon Hewitt and the Actuary, Hymans Robertson. The Committee is now clearly well-served for advice and the role of the co-optee warrants review.
10. Notwithstanding the amount of independent and professional investment advice available to the Committee, at their meeting on 7 March, several Members expressed appreciation of the contributions made by Mr Bluston at meetings of the Committee. It is therefore recommended that Council be asked to renew his appointment for the current Municipal Year. However, the role should be operated within that set out in the Council’s Constitution with the postholder afforded the right to:
 - Receive all agenda papers including “Part II” of confidential papers
 - Be notified of all meetings
 - Attend all meetings
 - Contribute to the consideration of all items
11. There would be no “advisory” or “representative” duties attached to the role. Attendance at any meeting or function where the involvement with the Committee is a contributory factor in that attendance will be subject to officer approval and, if appropriate, an entry in the corporate hospitality register and any necessary declaration of interest.

Financial Implications

12. Non-voting co-optees are paid an allowance of £445 pa plus payments in respect of out-borough travel and subsistence expenses for approved duties which must be approved by an appropriate officer in advance. All costs are charged to the Pension Fund.

Risk Management Implications

13. The risks arising from “Committee” performance are included in the Pension Fund risk register.

Equalities implications

14. There are no direct equalities implications arising from this report.

Council Priorities

15. Investment performance has a direct impact on the financial health of the Pension Fund which directly affects the level of employer contribution which then, in turn, affects the resources available for the Council’s priorities

Section 3 - Statutory Officer Clearance

Name: Dawn Calvert Director of Finance

Date: 19 June 2017

Name: Caroline Eccles on behalf of the
Monitoring Officer

Date: 19 June 2017

Ward Councillors notified: NO

Section 4 - Contact Details

Contact: Ian Talbot, Treasury and Pension Fund Manager
0208 424 1450

Background Papers – None

REPORT FOR: Pension Fund Committee

Date of Meeting:	18 September 2017
Subject:	Implementation of the Markets in Financial Instruments Derivative (MiFID II)
Responsible Officer:	Dawn Calvert, Director of Finance
Exempt:	No
Wards affected:	All
Enclosures:	Appendix 1 Protections available to retail clients Appendix 2 Opt up Process Flowchart Appendix 3 information Template

Section 1 – Summary

This report outlines the impact of the implementation of the Markets in Financial Instrument Directive 2014/65 (“MiFID II”) and in particular the risk to the administering authority of becoming a retail client on 3rd January 2018 and recommends that the committee agree that elections for professional client status should be made on behalf of the authority immediately.

Recommendations: That the pensions committee

- i. Notes the potential impact on investment strategy of becoming a retail client with effect from 3rd January 2018.
- ii. Agrees to the immediate commencement of applications for elected professional client status with all relevant institutions in order to ensure it can continue to implement an effective investment strategy.

- iii. Agrees to approve delegated responsibility to the Director of Finance for the purposes of completing the applications and determining the basis of the application as either full or single service.

Section 2 – Report

Context

1. Under the current UK regime, local authorities are automatically categorised as ‘per se professional’ clients in respect of non- MiFID scope business and are categorised as ‘per se professional’ clients for MiFID scope business if they satisfy the MiFID Large Undertakings test. Local authorities that do not satisfy the Large Undertakings test may opt up to elective professional client status if they fulfil certain ‘opt-up criteria’.
2. Following the introduction of the Markets in Financial Instrument Directive 2014/65 (“MiFID II”) from 3 January 2018, firms will no longer be able to categorise a local public authority or a municipality that (in either case) does not manage public debt (“local authority”) as a ‘per se professional client’ or elective eligible counterparty (ECP) for both MiFID and non-MiFID scope business. Instead, all local authorities must be classified as “retail clients” unless they are opted up by firms to an ‘elective professional client’ status. The extra protections applied to “retail clients” are set out in APPENDIX 1.
3. Furthermore, the FCA has exercised its discretion to adopt gold-plated opt-up criteria for the purposes of the quantitative opt-up criteria, which local authority clients must satisfy in order for firms to reclassify them as an elective professional client.

Potential impact

4. A move to retail client status would mean that all financial services firms like banks, brokers, advisers and fund managers will have to treat local authorities the same way they do non-professional individuals and small businesses. That includes a raft of protections ensuring that investment products are suitable for the customer’s needs, and that all the risks and features have been fully explained. This provides a higher

standard of protection for the client but it also involves more work and potential cost for both the firm and the client, for the purpose of proving to the regulator that all such requirements have been met.

5. Such protections would come at the price of local authorities not being able to access the wide range of assets needed to implement an effective, diversified investment strategy. Retail status would significantly restrict the range of financial institutions and instruments available to authorities. Many institutions currently servicing the LGPS are not authorised to deal with retail clients and may not wish to undergo the required changes to resources and permissions in order to do so.
6. Even if the institution secures the ability to deal with retail clients, the range of instruments it can make available to the client will be limited to those defined under Financial Conduct Authority (FCA) rules as 'non-complex' which would exclude many of the asset classes currently included in LGPS fund portfolios. In many cases managers will no longer be able to even discuss ('promote') certain asset classes and vehicles with the authority as a retail client.

Election for professional client status

7. MiFID II allows for retail clients which meet certain conditions to elect to be treated as professional clients (to 'opt up'). There are two tests which must be met by the client when being assessed by the financial institution: the quantitative and the qualitative test.
8. The Local Government Pension Scheme Advisory Board (SAB) and the Local Government Association (LGA) along with the Department of Communities and Local Government (DCLG) and the Investment Association (IA) have successfully lobbied the FCA to make the test better fitted to the unique situation of local authorities.
9. The new tests recognise the status of LGPS administering authorities as providing a 'pass' for the quantitative test while the qualitative test can now be performed on the authority as a collective rather than an individual. The election to professional status must be completed with all financial institutions prior to the change of status on 3rd January 2018. Failure to do so by local authorities would result in the financial institution having to take 'appropriate action' which could include a termination of the relationship at a significant financial risk to the authority.
10. The SAB and the LGA have worked with industry representative bodies including the IA, the British Venture Capital Association (BVCA) and others to develop a standard opt-up process with letter and information templates. This process should enable a consistent approach to assessment and prevent authorities from having to submit a variety of information in different formats.

11. A flowchart of the process is attached as **APPENDIX 2** and the information template is attached as **APPENDICE 3**.
12. Applications can be made in respect of either all of the services offered by the institution (even if not already being accessed) or a particular service only. A local authority may wish to do the latter where the institution offers a wide range of complex instruments which the authority does not currently use and there is no intention to use the institution again once the current relationship has come to an end, for example, if the next procurement is achieved via the LGPS pool. It is recommended that officers determine the most appropriate basis of the application, either via full or single service.
13. Authorities are not required to renew elections on a regular basis but will be required to review the information provided in the opt-up process and notify all institutions of any changes in circumstances which could affect their status, for example, if the membership of the committee changed significantly resulting in a loss of experience, or if the relationship with the authority's investment advisor was terminated.

LGPS pools

14. LGPS pools will be professional investors in their own right so will not need to opt up with the external institutions they use. Local authorities will however need to opt up with their LGPS pool in order to access the full range of services and sub-funds on offer. It is a requirement of the London CIV that any participant 'opts up' with them.
15. In some circumstances, in particular where the pool only offers access to fund structures such as ACS, the pool could use 'safe harbour' provisions resulting from local authorities continuing to be named as professional investors in both the Financial Promotion Order (the "FPO") or in the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order (the "PCISO"). These provisions would enable the promotion and potential sale of units in fund structures to local authorities as retail investors.
16. Elections to professional status will be needed for every financial institution that the authority uses outside of the pool, both existing and new, together with a continuing review of all elections. If all new purchases are made via fund structures within the pool then no new elections will be required, only an ongoing review of the elections made with the pool and any legacy external institutions, the number of which would reduce as assets are liquidated and cash transferred.

Next steps

17. In order to continue to effectively implement the authority's investment strategy after 3rd January 2018, applications for election to be treated as a professional client should be submitted to all financial institutions with whom the authority has an existing or potential relationship in relation to the investment of the pension fund.

18. This process should commence as soon as possible in order to ensure completion in good time and avoids the need for appropriate action to be taken by institutions in relation to the authority's pension fund investments.

19. The officer named in the recommendations should be granted the necessary] delegation to make applications on the authority's behalf and to determine the nature of the application on either full or single service basis.

Financial Implications

20. There are no financial implications arising from this report.

Risk Management Implications

22 The overall objective of MiFID II is to reduce the risk of mis-selling by the investment industry. By classifying local authority clients as "retail" clients by default, thus requiring the elective professional opt up process, asset managers are required to assess the knowledge of the collective decision making group before taking them on as clients.

23, The risk of "opting up" is that the additional protections available as set out in Appendix 1 will not be available. However, these protections are not available now and so no additional risk is being incurred by "opting up". The risks of not "opting up" are set out in this report in paragraphs 5 and 6. In addition, as set out in paragraph 14, the pension fund would not be able participate in the CIV if it does not apply to 'opt up' in respect of the CIV.

Equalities implications

23 There are no direct equalities implications arising from this report.

Council Priorities

24. Investment performance has a direct impact on the financial health of the Pension Fund which directly affects the level of employer contribution which then, in turn, affects the resources available for the Council's priorities

Section 3 - Statutory Officer Clearance

Name: Dawn Calvert



Director of Finance

Date: 7 September 2017

Name: Caroline Eccles



On behalf of Monitoring
Officer

Date: 6 September 2017

Ward Councillors notified:

NO

Section 4 - Contact Details

Contact: Iain Millar, Treasury and Pensions Manager 0208
424 1432

Background Papers - None

Warnings - loss of protections as a Professional Client

Professional Clients are entitled to fewer protections under the UK and EU regulatory regimes than is otherwise the case for Retail Clients. This document contains, for information purposes only, a summary of the protections that you will lose if you request and agree to be treated as a Professional Client.

1. Communicating with clients, including financial promotions

As a Professional Client the simplicity and frequency in which the firm communicates with you may be different to the way in which they would communicate with a Retail Client. They will ensure however that our communication remains fair, clear and not misleading.

2. Information about the firm, its services and remuneration

The type of information that the firm provides to Retail Clients about itself, its services and its products and how it is remunerated differs to what the firm provides to Professional Clients. In particular,

- (A) The firm is obliged to provide information on these areas to all clients but the granularity, medium and timing of such provision may be less specific for clients that are not Retail Clients; and
- (B) there are particular restrictions on the remuneration structure for staff providing services to Retail Clients which may not be applicable in respect of staff providing services to Professional Clients;
- (C) the information which the firm provides in relation to costs and charges for its services and/or products may not be as comprehensive for Professional Clients as it would be for Retail Clients, for example, they are required when offering packaged products and services to provide additional information to Retail Clients on the risks and components making up that package; and
- (D) when handling orders on behalf of Retail Clients, the firm has an obligation to inform them about any material difficulties in carrying out the orders; this obligation may not apply in respect of Professional Clients.

3. Suitability

In the course of providing advice or in the course of providing discretionary management services, when assessing suitability for Professional Clients, the firm is entitled to assume that in relation to the products, transactions and services for which you have been so classified, that you have the necessary level of experience and knowledge to understand the risks involved in the management of your investments. The firm will assess this information separately for Retail Clients and would be required to provide Retail Clients with a suitability report.

4. Appropriateness

For transactions where the firm does not provide you with investment advice or discretionary management services (such as an execution-only trade), it may be required to assess whether the transaction is appropriate. In respect of a Retail Client, there is a specified test for ascertaining whether the client has the requisite investment

knowledge and experience to understand the risks associated with the relevant transaction. However, in respect of a Professional Client, the firm is entitled to assume that they have the necessary level of experience, knowledge and expertise to understand the risks involved in a transaction in products and services for which they are classified as a Professional Client.

5. Dealing

A range of factors may be considered for Professional Clients in order to achieve best execution (price is an important factor but the relative importance of other different factors, such as speed, costs and fees may vary). In contrast, when undertaking transactions for Retail Clients, the total consideration, representing the price of the financial instrument and the costs relating to execution, must be the overriding factor in any execution.

6. Reporting information to clients

For transactions where the firm does not provide discretionary management services (such as an execution-only transactions), the timeframe for our providing confirmation that an order has been carried out is more rigorous for Retail Clients' orders than Professional Clients' orders.

7. Client reporting

Investment firms that hold a retail client account that includes positions in leveraged financial instruments or contingent liability transactions shall inform the Retail Client, where the initial value of each instrument depreciates by 10% and thereafter at multiples of 10%. These reports do not have to be produced for Professional Clients.

8. Financial Ombudsman Service

The services of the Financial Ombudsman Service may not be available to you as a Professional Client.

9. Investor compensation

Eligibility for compensation from the Financial Services Compensation Scheme is not contingent on your categorisation but on how your organisation is constituted. Hence, depending on how you are constituted you may not have access to the Financial Services Compensation Scheme.

10. Exclusion of liability

The FCA rules restrict the firm's ability to exclude or restrict any duty of liability which the firm owes to Retail Clients more strictly than in respect of Professional Clients.

11. Trading obligation

In respect of shares admitted to trading on a regulated market or traded on a trading venue, the firm may, in relation to the investments of Retail Clients, only arrange for such trades to be carried out on a regulated market, a multilateral trading facility, a systematic internaliser or a third-country trading venue. This is a restriction which may not apply in respect of trading carried out for Professional Clients.

12. **Transfer of financial collateral arrangements**

As a Professional Client, the firm may conclude title transfer financial collateral arrangements with you for the purpose of securing or covering your present or future, actual or contingent or prospective obligations, which would not be possible for Retail Clients.

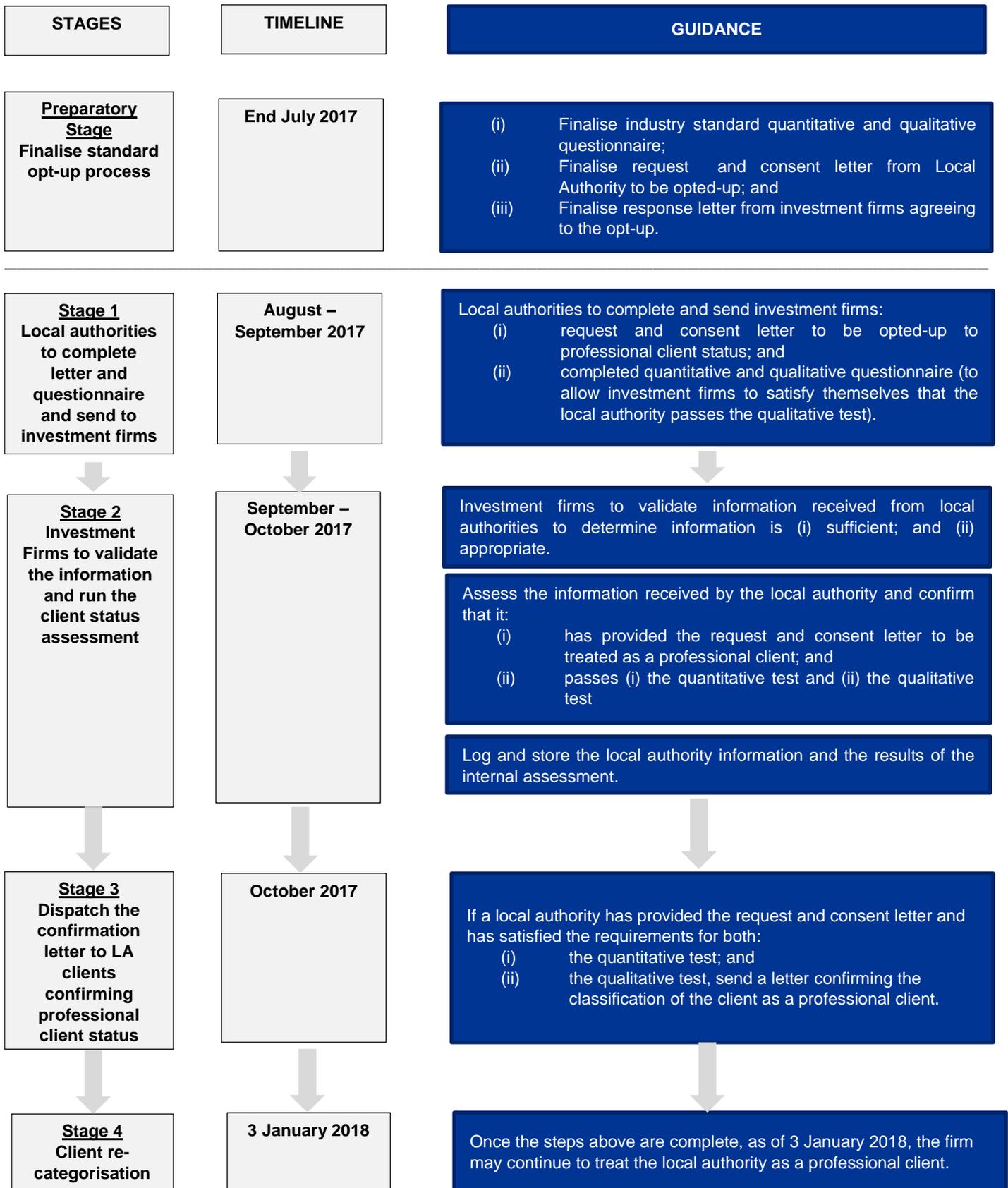
13. **Client money**

The requirements under the client money rules in the FCA Handbook (CASS) are more prescriptive and provide more protection in respect of Retail Clients than in respect of Professional Clients.

It should be noted that at all times you will have the right to request a different client categorisation and that you will be responsible for keeping the firm informed of any change that could affect your categorisation as a Professional Client.

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UK Local Authority Client Opt-Up Process



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Elective Professional Client - Status AssessmentNAME OF LOCAL AUTHORITY: London Borough of HarrowCAPACITY: **As administering authority of the local government pension scheme**NAME OF OFFICIAL COMPLETING QUESTIONNAIRE: Iain MillarDATE: 5 September 2017**QUANTITATIVE TEST**

Answer questions (a) - (d) below. Please ensure that the detail forming the basis of the determination is recorded.

<i>Please answer question (a) with a "Yes" / "No" answer</i>	
(a) Does the size of the local authority's financial instruments portfolio (including both cash deposits and financial instruments) for the purposes of its administration of a local government pension scheme exceed GBP 10,000,000? Portfolio size <u>£818 million</u> as at date: <u>31 July 2017</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(b) Is the local authority an 'administering authority' of the Local Government Pension Scheme within the meaning of the version of Schedule 3 of The Local Government Pension Scheme Regulations 2013 or, (in relation to Scotland) within the meaning of the version of Schedule 3 of The Local Government Pension Scheme (Scotland) Regulations 2014 in force at 1 January 2018, and is acting in that capacity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If the answer is "Yes" to question (b) above, it is not necessary to carry out the assessment in question (c) or question (d) and the answer "N/A" can be given in both cases</i>	
(c) Has the local authority carried out transactions (in significant size) on the relevant market, at an average frequency of at least 10 per quarter for the previous four quarters (i.e. at least 40 investments on the relevant market in the last year)? Transaction total:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
(d) Does the person authorised to carry out transactions on behalf of the local authority work or has that person worked in the financial sector for at least one year in a professional position, which requires knowledge of the provision of services envisaged? Details of role:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

QUALITATIVE TEST

The “qualitative test” requires a firm to undertake an assessment of the **expertise, experience and knowledge** of the local authority, in order for the firm to be reasonably assured, in light of the nature of the transactions or services envisaged, that the local authority is capable of **making its own investment decisions** and **understanding the risks involved**¹.

In order for a firm to undertake the assessment required for the purposes of the qualitative test, certain information must be received from local authorities. Local authorities should provide answers to the questions set out below in as comprehensive a fashion as possible. The responses received from the local authority client should be considered and assessed internally by the firm.

TO BE COMPLETED BY THE LOCAL AUTHORITY CLIENT

Section 1: Decision making body for pension investing within your authority

Please complete the following section in relation to the decision making body within the authority.

1.	Please indicate which <u>one</u> of the models below is used for investment decisions in the administering authority.
----	---

a	All decisions delegated to committee or sub-committee. <i>(Please tick whether you have enclosed or provided a link to the minute giving the officer completing this document the necessary authorisation to do so)</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Link <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b	Decisions delegated to committee or sub- committee with partial delegation to an officer or officers. <i>(Please tick whether you have enclosed or provided a link to the minute giving the officer completing this application the necessary authorisation to do so)</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> Enclosed <input type="checkbox"/> Link <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c	All decisions delegated to an officer or officers.	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d	Other	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

2.	Please enclose or provide a link to the relevant scheme of delegations, which confirm details of the model elected above.	Enclosed <input type="checkbox"/> Link <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
----	---	--	--

3.	If you have selected model “d - other” above, please use the box below to describe the composition of the decision making model giving details of the parties and their functions. Details should include information on how the decision making body is constructed, constituted and periodically reviewed.

¹ COBS 3.5.3R (1)

Section 2: Expertise, experience and knowledge

Please answer the following questions in relation to the members of the committee or sub-committee (*not officers, investment advisors or consultants*) which makes investment decisions of behalf of the authority.

If you answered (c) to Section 1 Question 1, please move to Section 3.

1	Are members provided with a written brief on joining the committee? <i>(Please tick whether you have enclosed or provided a link to a copy of an example of the briefing)</i>	YES NO Enclosed Link	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2	Are members provided with training on investment matters? <i>(Please tick whether you have enclosed or provided a link to examples of the training offered to members in the last 12 months)</i>	YES NO Enclosed Link	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Please indicate the total number of hours of training offered and delivered to the committee over the last 12 months.		hours offered hours delivered
3	Is the attendance of members at training monitored and recorded?	YES NO	<input type="checkbox"/> <input type="checkbox"/>
4	Please state the average number of hours of training committee members have attended over the last 12 months.		hours
5	Please state the average number of hours at investment conferences that committee members have attended over the last 12 months.		hours
6	Are members required to complete a self-assessment with regard to their knowledge of investments? <i>(Please tick whether you have enclosed or provided a link to details of the self-assessment tool used)</i>	YES NO Enclosed Link	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7	Please state the number of years served on the committee (or other such investment committees) on average for each member		years
8	Please provide any other information which may assist with the assessment of the knowledge, experience and expertise of the committee or sub-committee - (such as the average number of years of independent investment experience by members).		

Section 3: Investment history and strategy

1	Please complete the following questions in relation to the authority's history and current strategy with regard to investments which are acquired through an investment manager's investment mandate or invested in directly (e.g. funds).
---	--

Asset class or investment vehicle	Number of years held	Currently Held
Fixed interest securities	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Index-linked securities	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Listed equities	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pooled investment vehicles (PIVs) – authorised funds (e.g. UCITS, NURS, PAIFs)	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Pooled investment vehicles (PIVs) – unauthorised (e.g. investment trusts, close-ended real estate funds, hedge funds)	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Property PIVs	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Private equity funds	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Property	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Exchange traded derivatives (ETDs)	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Over-the-counter derivatives (OTCs)	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Commodities	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Cash deposits	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Commercial paper	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Floating rate notes	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Money market funds	0 <input type="checkbox"/> 1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Other asset classes or investment vehicles where the authority has experience (Please give details below)		
	1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
	1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
	1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
	1-3 <input type="checkbox"/> 4-5 <input type="checkbox"/> 5+ <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

2	Please tick whether you have enclosed or provided a link to the most recent version of the authority's Investment Strategy Statement (England and Wales) or Statement of Investment Principles (Scotland) .	Enclosed	<input type="checkbox"/>
		Link	<input type="checkbox"/>
3	Has the authority taken the appropriate advice, as required by regulation, in preparing its Investment Strategy Statement?	YES	<input type="checkbox"/>
		NO	<input type="checkbox"/>

Section 4: Understanding risks

Please answer the following questions in relation to the members of the committee or sub-committee or officers (*not investment advisors or consultants*) making investment decisions of behalf of the authority.

1	<p>Does the authority have a risk framework and/or risk management policy in place in relation to investments?</p> <p><i>(Please tick whether you have enclosed or provided a link to a details of the framework/policy)</i></p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>Enclosed <input type="checkbox"/></p> <p>Link <input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
2	<p>Was external advice taken with regard to the preparation, monitoring and review of the framework/policy?</p> <p>If yes, please provide the name of the advisor:</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
3	<p>Is the risk framework/policy reviewed on a regular basis?</p> <p>If YES please state the frequency of the review.</p> <p><i>(Please tick whether you have enclosed or provided a link to details of the last review)</i></p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>Enclosed <input type="checkbox"/></p> <p>Link <input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
4	<p>Are those directly involved in decision making provided with training on risk management, including focused training on understanding the risks involved with investments?</p> <p><i>(Please tick whether you have enclosed or provided a link to examples of the training offered in the last 12 months)</i></p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>Enclosed <input type="checkbox"/></p> <p>Link <input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
5	<p>Are those directly involved in decision making required to complete a self-assessment with regard to their understanding of risk management?</p> <p><i>(Please tick whether you have enclosed or provided a link to details of the self-assessment tool used)</i></p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> <p>Enclosed <input type="checkbox"/></p> <p>Link <input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

Section 5: Support for investment decisions taken by committee/sub-committee of the authority

Please answer the following questions in relation to those officers, advisors or consultants who directly contribute to assisting the committee/sub-committee of the authority take investment decisions or those officers who have delegated decision making powers.

In Section 1 Question 1, if you answered:

- Model a - please complete Question 1 below
- Model b - please complete Questions 1 and 2 below
- Model c - please complete Question 2 below
- Model d - please complete the below questions as appropriate

1.	For each <u>officer providing support</u> to the committee or sub-committee please provide the following information.
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Job title	Relevant qualifications	Years experience in role ²

2.	For each <u>officer with delegated investment powers</u> please provide the following information (these may be the same officers as above).
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Job title	Limit on asset classes or investment vehicles	Limit on delegation (£m)

3	Does the authority have a written succession plan in place to manage key person risk in relation to the above officers? <i>(Please tick whether you have enclosed or provided a link to details of the succession plan)</i>	YES NO	<input type="checkbox"/> <input type="checkbox"/>
		Enclosed Link	<input type="checkbox"/> <input type="checkbox"/>

4.	For each <u>individual investment advisor</u> used by the authority please provide the following information <i>only to be completed where these individual investment advisors are engaged on an independent basis and not acting on behalf of an entity listed in point 5 below</i> .
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Name	Relevant qualifications	Years experience in role ³

² Or similar role which would provide knowledge of the provision of the services envisaged, which may have been carried out at a different organisation.

³ Or similar role which would provide knowledge of the provision of the services envisaged.

5. For each investment advisory firm used by the authority please provide the following information.

Name of firm	Details of FCA authorisation	Years employed by authority

6. For each individual investment consultant used by the authority please provide the following information (*only to be completed where these consultants are engaged on an independent basis and not acting on behalf of an entity listed in point 7 below*).

Name	Relevant qualifications	Years experience in role ⁴

7. For each investment consultancy firm used by the authority please provide the following information.

Name of firm	Details of FCA authorisation	Years employed by authority

8. Please confirm whether the officer, investment advisor firm/individual, investment consultancy firm/individual, is aware of the reliance being placed on it for the purposes of the client categorisation of Local Authorities. YES NO

⁴ Or similar role which would provide knowledge of the provision of the services envisaged.

Section 6 General questions

1.	In the last three years has the authority been censured for a material breach of Local Government investment regulations in force from time to time or any other related legislation governing investment? <i>(If yes please tick whether you have enclosed or provided a link to a details of the breach)</i>	YES NO Enclosed Link	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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2.	Please use the box below to provide any further information which may be useful in the support of your application.
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