



CABINET

7.30 pm	Wednesday 12 June 2019	Council Chamber - Town Hall
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Members 9: Quorum 3

Councillor Damian White (Leader of the Council), Chairman

Cabinet Member responsibility:

Councillor Robert Benham

Cabinet Member for Education, Children & Families

Councillor Osman Dervish

Cabinet Member for Environment

Councillor Joshua Chapman

Cabinet Member for Housing

Councillor Jason Frost

Cabinet Member for Health & Adult Care Services

Councillor Roger Ramsey

Cabinet Member for Finance & Property

Councillor Viddy Persaud

Cabinet Member for Public Protection and Safety

Andrew Beesley
Head of Democratic Services

**For information about the meeting please contact:
Debra Marlow tel: 01708 433091
e-mail: debra.marlow@onesource.co.uk**



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which is not in camera range.**

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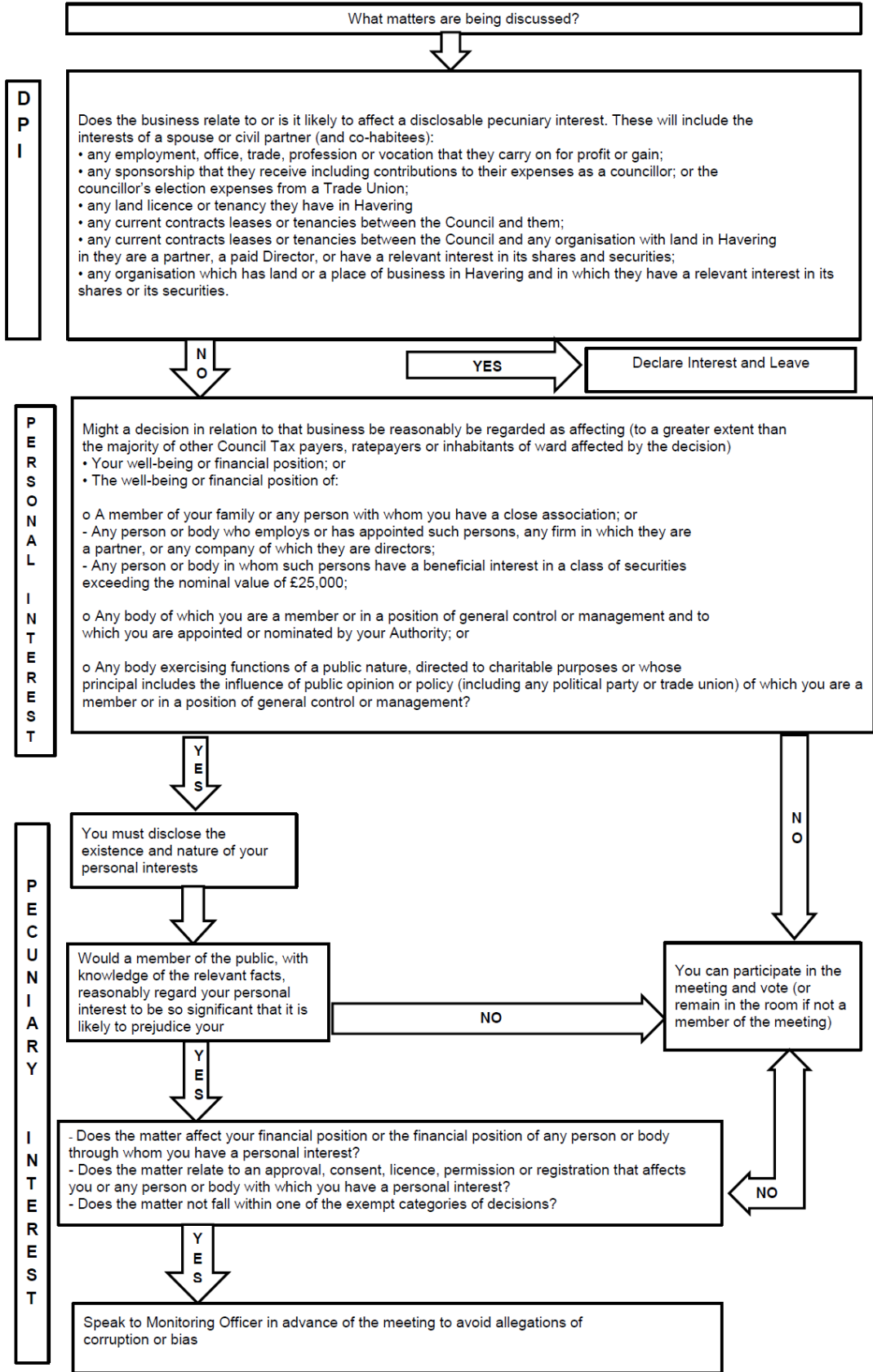
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- using any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later; or
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Members of the public are asked to remain seated throughout the meeting as standing up and walking around could distract from the business in hand.

DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF



AGENDA

1 ANNOUNCEMENTS

On behalf of the Chairman, there will be an announcement about the arrangements in case of fire or other events that might require the meeting room or building's evacuation.

2 APOLOGIES FOR ABSENCE

(if any) - receive

3 DISCLOSURES OF INTEREST

Members are invited to disclose any interests in any of the items on the agenda at this point of the meeting. Members may still disclose an interest in an item at any time prior to the consideration of the matter.

4 MINUTES (Pages 1 - 12)

To approve as a correct record the minutes of the meeting held on 8th May, 2019, and to authorise the Chairman to sign them.

5 ALLOCATION OF RESOURCES TO DELIVER ADOLESCENT SAFEGUARDING PROGRAMME (Pages 13 - 56)

6 APPROVAL OF CHANGES TO HAVERING'S CHILDREN'S SAFEGUARDING PARTNERSHIP (Pages 57 - 92)

7 GOOD GROWTH FUND - RAINHAM INNOVATION HUB AND PUBLIC REALM IMPROVEMENTS CONTRACTUAL AGREEMENTS (Pages 93 - 184)



MINUTES OF A CABINET MEETING
Council Chamber - Town Hall
Wednesday, 8 May 2019
(7.30 - 8.50 pm)

Present:

Councillor Damian White (Leader of the Council), Chairman

	Cabinet Member responsibility:
Councillor Robert Benham	Cabinet Member for Education, Children & Families
Councillor Osman Dervish	Cabinet Member for Environment
Councillor Joshua Chapman	Cabinet Member for Housing
Councillor Jason Frost	Cabinet Member for Health & Adult Care Services
Councillor Roger Ramsey	Cabinet Member for Finance & Property
Councillor Viddy Persaud	Cabinet Member for Public Protection and Safety

There were no apologies for the absence of Councillors.

59 DISCLOSURES OF INTEREST

There were no declarations of interest.

60 MINUTES

The minutes of the Cabinet meeting held on 17th April, 2019 were agreed and signed by the Chair as an accurate record of the same.

61 DEVELOPING THE LOCAL VOLUNTARY AND COMMUNITY SECTOR

Councillor Viddy Persaud presented the report to Cabinet detailing the development of the Local Voluntary and Community Sector (VCS). The Voluntary and Community Sector continue to face many challenges and opportunities. These are best approached by working collaboratively in a strong partnership. The Voluntary and Community Strategic Framework 2019 – 2022 builds on the work of the Council's Voluntary Sector Strategy 2015 – 2018 but seeks to take this work a stage further. The focus of this is

very much on partnership and all sectors working for the common good. The full framework was highlighted within Appendix 1 of the report.

The Framework is divided into three main tranches:

- Building Communities
- Building Partnerships
- Building Resilience

The strategic framework sets an agenda for all sectors to work together to set joint actions and achieve positive outcomes. The draft has been developed jointly with Havering's Compact. The draft strategic framework is cognisant of Havering's new vision, 'Cleaner, Safer, Prouder – Together' and the initial action plan connects with the themes.

- Communities
- Places
- Connections
- Opportunities

The main problem Havering VCS faces is that regarding funding. External funding is simply not enough and it represents figures drastically below the amounts and number of grants generated in Redbridge and Barking & Dagenham. The proposed framework addresses the "Funding Gap"

To unlock the potential of the voluntary sector, it is vital that the Council is able to support the sector to access external funding. Therefore, it was proposed to Cabinet, to use the reward grant, held in reserve to support the development of the Sector. This amounts to £152,586. A number of initiatives have been highlighted.

There was concern that the grant had not been used to date and moving forward, it is important to ascertain why Havering has underperformed in this area. An action plan should be in place to ensure there is a wider consultation to stimulate ideas in order to develop and expand.

Councillor Damian White, the Leader of the Council added that Havering does have a very healthy voluntary sector, particularly in libraries providing an excellent service to residents. When at meetings of London Councils other boroughs express admiration for our voluntary services and are looking to emulate the model in Havering. Focus now must be on continual improvement and confidence to ensure the voluntary sector is vibrant and thriving.

Cabinet:

1. **AGREED** the joint approach of the report in developing the framework into a full strategy with the Voluntary and Community Sector

2. **AGREED** in principle, the use of funding held in reserve for the voluntary and community sector. Each separate spend item to be agreed by the Lead Member for Community Safety and Public Protection through the executive decision process.

62 PRIVATE HOUSING HEALTH ASSISTANCE POLICY

Councillor Jason Frost, Cabinet Lead Member for Health and Adult Care Services, presented the report to Cabinet. Cllr Frost stated that he was delighted to bring this matter to Cabinet Members for approval as the policy helps to address a need which has been very specific to the demographics of Havering.

Under the current process the Council awards Discretionary Facilities Grants (DFG's) to people who meet the eligibility criteria which are set nationally. These are mandatory grants the Council must provide if the eligibility criteria are met.

DFG funding has changed recently, the level of funding for the current financial year has increased as expected to £1.812 million which is an uplift of 8%. The funds now come through the Better Care Fund.

The Policy describes what the Council already does to deliver these mandatory DFGs, this will not change. It also confirms how the Council will use powers under the Regulatory reform (Housing Assistance) (England and Wales) Order 2002, (RRO) in relation to the provision of discretionary housing grants to people in need (i.e. older people, people with disabilities [adults & children], and people [adults and children] with chronic health conditions). The main aims of the policy are to help people in need through the use of housing grants to help them improve their housing conditions in order to:

- reduce the risk of injuries and ill health;
- help people maintain their health and wellbeing;
- enable people to remain independent for as long as possible;
- minimise pressures on local health and social care services.

The new policy will provide the powers to use the DFG funds more flexibly. The new discretionary grants in the policy can provide:

- a DFG "top-up" to facilitate complex home adaptations that cost more than £30,000 (the national limit of DFGs)
- discretionary DFG assistance for people who would suffer financial hardship to fund their home adaptations through the current DFG process
- assistance to help disabled people move to a new home that meets their needs where the Council think this is the best way of meeting their needs
- help to reduce the risk of delayed hospital discharges
- essential home repairs to reduce hazards and health risks
- dementia aids, adaptations and assistive technology
- improved security arrangements to reduce risks associated with domestic violence

The cost of the additional grants will be met within the funding available and the provision of the discretionary grants is subject to the availability of funds from the Batter Care Fund.

There was an amendment to the report at page 68 of the agenda. In the third box down, "Applicant eligibility" the word "exasperated" should be replaced by "exacerbated".

Cabinet:

- **Approved** the Private Housing Health Assistance Policy set out in Appendix 1 of the report.
- **Noted** the expected positive impacts of the policy and the improvements in the health and wellbeing of the residents of Havering as outlined in the Equalities & Health Impact Assessment for the Private Housing Health Assistance Policy.

63 TENANCY POLICY 2018

The report was presented to Cabinet by Councillor Joshua Chapman, Cabinet Lead Member for Housing. The new Tenancy policy replaces the current Tenancy Management Policy. Its purpose is to inform home seekers and council officers about the type of tenancies that will be on offer from the London Borough of Havering. It sets out clearly how the Council lets out its properties.

The length of tenancy and the type of tenancy which we issue to tenants is subject to statute with little scope for discretion which the Council can apply. The proposed policy also sets out how the Council will monitor and review introductory and flexible tenancies. It also provides information on mutual exchanges.

The policy also explains the legal assignment and succession rights afforded to Introductory and Secure tenants. There is guidance on the principles to be applied when officers consider applications to assign or succeed to introductory or secure tenancies. This represents an area of change.

The policy looks to deliver balance and stability for local households with flexibility for the Council to manage existing housing stock.

The draft policy will now be subject to consultation and will return back to Cabinet for full consideration.

There was some concern as to whether a simplified version of the policy would be available to ensure consultation is widely spread and that consultees fully understand the issues involved as it is a very complex area. It will help to ensure officers are available to deal with queries and an All Member Briefing will be required to equip members with information they need to assist residents.

Cabinet:

1. **Approved** the draft Tenancy Policy in principle prior to consultation with residents and other stakeholders.
2. **Agreed** for the Council to consult with residents and other stakeholders on the proposed changes in the draft Tenancy Policy.
3. **Noted** that the results and feedback that emerges from the consultation will assist the Council in the completion of a full Equalities Impact Assessment which will support the final version of the Tenancy Policy.

64 **HAVERING AUTISM STRATEGY (ALL AGE) 2019-2022 - DRAFT**

Councillor Jason Frost presented the report to Cabinet, detailing the draft All Age Autism Strategy. Havering has had an Autism Strategy since 2017, which aligned with the National policy/guidance, with a focus on the needs of the adult community. However, the Government are currently updating the National Autism Strategy and have acknowledged the need to respond to the wider needs of the community, with a focus on prioritising the needs of children and young people as well as adults to produce an All Age Strategy.

Havering has undertaken a number of self-assessment and reviews of current services and needs. A range of positive areas were identified in relation to the provision of services. This also enabled the areas of improvement to be identified, particularly within the context of supporting the wider needs of the community across the age range.

The All Age Strategy has combined the recommendations together with the current known priorities for local people and their families to identify key themes. It contains a high level action plan and makes recommendations for the next steps. There is some stakeholder engagement but it is recognised that a full consultation with all stakeholders regarding the strategy is needed.

The recommendation is for a 3 month consultation which will begin at the end of May and it acknowledges the vital importance to consult not only with stakeholders but also with the wider community. This is a strategy that looks at what is important to people with autism and their families. The consultation will be carried out as widely as possible using a variety of communication and social media as are appropriate.

It is proposed that the strategy will return to Cabinet in the autumn for final sign off and a possible launch to coincide with the new National All-Age Autism Strategy and the 10 year anniversary of passing the Autism Act.

Cabinet:

- 1) **Authorised** the commencement of a consultation process on the content of the draft All Age Autism Strategy set out at Appendix 1 of the report.
- 2) **Noted** that the results of the consultation will be referred back to Cabinet for determination of the final version of the Strategy in the autumn 2019.

65 **ALLOCATION OF RESOURCES TO DELIVER OFSTED IMPROVEMENT PROGRAMME**

Councillor Robert Benham, Cabinet Lead Member for Education, Children and Families was very pleased to present the report to Cabinet setting out an ambitious plan to build on the successes of the Children's Services Department.

Children's Services provide essential statutory social work services, to children who are at risk of harm and those children who are in Local Authority care to whom all elected members are Corporate Parents. The aim is to improve outcomes for the most vulnerable children and families across Havering, and achieve an improved OFSTED rating at the next inspection.

Cllr Benham recommended to Cabinet to approve a proposal to invest £750,000 to resource the improvement programme for Children's social care services. The investment will enable the department to respond to the recommendations made in the 2018 OFSTED inspection, when the social care service received an overall rating of 'Good'.

The goal for this administration, as reflected in the Corporate Plan is for Children's social care to have at least one area rated as 'Outstanding' at the next inspection.

Over the past six months, Children's Services have embarked on a journey of improvement, focusing on seven key priorities: quality assurance, workforce development, planning, supervision, data quality and case recording, transitions to adulthood and adolescent safeguarding. The purpose of the investment is to enable the department to consolidate the improvements to practice that have already been made through the Face-to-Face Programme and quicken the pace of improvement in the most critical areas.

The additional resources will enable the strengthening of the quality assurance and case audit function, secure the future of the systemic practice team, provide capacity to further develop the Social Care Academy and fund the project resource necessary to facilitate the improvement programme.

The improvement work will be overseen by the Children's Services Improvement Board, which in turn will provide regular progress reports to Cabinet.

The additional resource will be drawn on a 'one-off' basis from corporate budgets to cover a twelve month period. There after Children's Services will develop a strategy to sustain any ongoing resource requirements from within the Children's Services budget.

Cllr Benham commended the proposals to Cabinet and paid tribute to all the staff involved who work so hard to improve the lives and outcomes for our

young people in the Borough. The Leader of the Council added his own thanks stating that the turnaround in performance has been amazing and indicative of the hard work and dedication of the Director of Children's Services and his staff.

Following discussion,

Cabinet:

- **Approved** the approach outlined within and agree the financial request for additional resources to be allocated to Children's Social Care for 19/20. This will provide an opportunity consolidate improvements delivered over the last two years, and achieve greater consistency across all service areas.

66 **REVIEW OF PRIVATE SECTOR LEASED (PSL) ACCOMMODATION**

Councillor Joshua Chapman presented the report regarding the Review of Private Sector Leased Accommodation for the consideration of Cabinet. The Private Sector Leasing Scheme (PSL) was introduced in 2014. The review has been set up to look at residents in PSL properties and their needs. It was noted that most tenants depend on benefits to pay rent. In 2010 and 2011 central Government policy eroded the margin between the rental income levels and payments to owners due to the fact that a cap was placed on the amount of housing benefit the Council could claim back for the cost of temporary accommodation.

It was discovered that 22% of tenants live in accommodation that is either too big or too small for their needs. There are also significant support needs for households living in PSL accommodation and so there is a clear need support services and for connections with support networks to be developed and maintained.

There are 881 households living in PSL accommodation and officers contacted all of them to arrange a visit, at a time convenient to them in order to carry out the review.

A summary of the responses are as follows:

- 686 (78%) were assessed,
- 43 (5%) declined the assessment,
- 152 (17%) failed to respond, despite numerous communication to arrange appointments with them so that the review can be carried out in their homes. They were telephoned at least 4 times, voice messages left on their phones and a letter sent asking them to make contact with officers in order for the review visits to be carried out.

The information gleaned has given the Council more clarity regarding the housing and support needs of tenants and this is set out in detail in the report. There is still work to do to engage with those not yet contacted. Some are very vulnerable so it presents as a challenge to provide the support needed. There are plans for an intensive support offer for the future.

The Leader of the Council stated that he was very proud to have such an ambitious plan in the Borough for new truly affordable homes which is all part of an holistic approach to tackle the issues of homelessness as they impact on Havering.

The Review was welcomed by all.

Cabinet:

1. **Noted** the outcome of the review.
2. **Agreed** that officers carry out the recommended actions as set out in the report.

67 **PRIVATE SECTOR HOUSING ENFORCEMENT SCHEME 2: TO CONSULT ON PROPOSALS TO EXPAND PRIVATE SECTOR HOUSING LANDLORD LICENSING IN THE BOROUGH**

Councillor Viddy Persaud, Cabinet Lead Member for Public Protection and Safety, introduced the report to Cabinet.

The report provides an update of the Additional Licensing Scheme for Housing of Multiple Occupation (HMO), which was agreed in October 2017 and has been in operation since 1 March 2018.

It presents a proposal for extending discretionary licensing in the Borough, the legal evidential test required to be met and a recommendation to proceed with a statutory consultation.

The scheme proposed to be consulted on has been determined from a Housing Stock Condition and Stressors Report which is contained within Appendix 1 and provides information about the number of privately rented properties by ward, stock condition, anti-social behaviour linked to rental properties and other housing stressors. The option recommended to Cabinet meets the evidential criteria set out by legislation.

Agreement was sought to conduct a statutory consultation exercise on extending the discretionary licensing scheme to cover the remaining six wards in the Borough. This consultation will be for a period of ten weeks with the results to be brought back to Cabinet for further consideration in the autumn.

Cabinet:

1. **Noted** the progress report on the Additional Licensing Scheme for HMOs introduced in March 2018.
2. **Authorised** commencement of a consultation on extending the coverage of the Additional Licensing Scheme for HMOs (approved by Cabinet on 11th October 2017) to cover the remaining six wards in the Borough, which are Cranham, Emerson Park, Hacton, Hylands, St Andrews and Upminster.

3. **Authorised** commencement of a consultation on a Selective Licensing Scheme for Romford Town and Brooklands wards.
4. **Noted** that, if it is agreed to proceed with the consultation, the results of the consultation will be presented to Cabinet in autumn 2019.

68 **S92 METROPOLITAN POLICE OFFICERS**

Councillor Viddy Persaud presented the MOPAC Partnership Plus Scheme for s 92 Police Officers, to Cabinet.

The Metropolitan Police launched a new PartnershipPlus Scheme in February 2019 in order to support safer neighbourhoods within London Boroughs. The MOPAC PartnershipPlus Scheme for the London Boroughs must be discussed and considered with the Borough Commander as was previously required, and has already been discussed with the East Borough Command Unit (BCU) Commander who is completely supportive of the proposed scheme for Havering.

However, the proposed new scheme is different than the previous scheme (i.e. buy-one-get-one-free basis) in that it now requires the funding of all Police posts involved.

The new scheme will allow local authorities to purchase police officers at a reduced rate of £57,000 per police constable, £70,500 per sergeant and £86,000 per inspector. It represents a discount of over 21% of the full cost of a police constable. There are approximately 10 Public Order High Demand Days per annum, when these police officers will be required elsewhere. The above costs have made provision for these expected abstractions and are incorporated within the rates.

The minimum term for PartnershipPlus Scheme agreement is three years, albeit either party may terminate the agreement with six months' notice for any reason within the term. The process for securing these posts is similar to the previous arrangements with a receipt of a Letter of Intent from the London Borough, confirmation of availability of the additional officers and Deputy Assistant Commissioner's approval. Discussions with both the Borough Commander and MOPAC lead should Havering wish to precede this will be undertaken. Attached at Appendix 1 to the report is a letter to the Council explaining the proposed scheme.

There is the opportunity to explore additional funding to support the scheme locally engaging with other partners including the Business Improvement Districts within Havering.

This represents an additional resource which will focus on issues of particular importance to Havering residents demonstrating a real commitment to tackle the crime in the Borough.

Following discussion,

Cabinet:

Approved the MOPAC Partnership Plus scheme for additional Police officers within Havering and the funding requirements to support the scheme for three years from 2019/20.

69 **EXCLUSION OF THE PRESS AND PUBLIC**

Members of the public and press were excluded from the meeting.

70 **APPROVAL TO ENTER INTO A GRANT AGREEMENT WITH THE GREATER LONDON AUTHORITY IN RELATION TO THE BUILDING COUNCIL HOMES FOR LONDONERS AFFORDABLE HOUSING PROGRAMME**

Consideration was given to the report to enter into the GLA Grant Agreement to Build Council homes for Londoners.

In May 2018 the Mayor of London published the prospectus “Building Council Homes for Londoners” which outlined the bidding and award criteria for a new affordable housing programme. The programme was established in response to the GLA securing additional funding from the Government to help start building at least 10,000 new council homes by March 2022 with a focus on increasing social rented properties by offering enhanced grant rates. Approved providers, including the Council, were invited to submit bids.

Following Cabinet decision of 10th October 2018 the Council’s bid submitted centred on the delivery of additional affordable housing associated with the regeneration of Housing Estates owned and managed by the Councils Housing Services department, as well as other pipeline sites utilising underused housing land and extensions to current sites due for development by the Council’s Joint Ventures.

The Council submitted an ambitious bid for £122m across 24 sites, of which the GLA awarded grants to five sites totalling £24.046m to deliver 282 affordable homes, subject to entering into the Building Council Homes for Londoners contract.

The grant funding will be allocated to the Council through a programme approach which allows the affordable units to be delivered on alternative sites other than those identified in the original bid with the agreement of the GLA. This affords the Council greater flexibility to deliver the 282 truly affordable homes in line with other area-based strategic objectives.

Following discussion,

Cabinet:

1. **Approved** the entering into the Grant Agreement (Local Authority) for which the key terms are set out in exempt appendix 1 in relation to the “Building Council Homes for Londoners Programme” to support the provision of 282 new units of affordable housing as shown in exempt appendix 2 of the report.
2. **Agreed** to delegate to the Leader of the Council, after consultation with the Director of Regeneration and the Director of Legal and Governance authority to agree to enter into any appropriate

contractual extensions or variations in the general management arrangements relating to this Grant Agreement.

Chairman

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CABINET

Subject Heading:

Safeguarding adolescents from serious youth violence and exploitation in Havering

Cabinet Member:

Cllr Benham, Cabinet Member, Education, Children and Families

SLT Lead:

Tim Aldridge, Director for Children's Services

Report Author and contact details:

Anita Stewart, Head teacher, Virtual School and Head of Youth Services and Participation

Policy context:

This report proposes a multi-disciplinary partnership approach, to tackle root causes by intervening earlier to safeguard young people vulnerable to a wide range of exploitation factors.

Financial summary:

This report recommends the creation of an integrated adolescent safeguarding approach, via investment of £750,000 over two calendar years (September 2019-August 2021) in Children's Services.

Is this a Key Decision?

This is a Key Decision on the grounds that expenditure is over £500,000 and has a significant effect on two or more Wards

When should this matter be reviewed?

Consistent with annual budget monitoring and annually at the Children and Learning Overview and Scrutiny Sub-Committee

Reviewing OSC:

Children and Learning Overview and Scrutiny Sub-Committee

The subject matter of this report deals with the following Council Objectives

- Communities making Havering
- Places making Havering
- Opportunities making Havering
- Connections making Havering

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SUMMARY

This report provides a proposal to establish a multi-disciplinary adolescent safeguarding approach to address serious youth violence and exploitation in Havering. This is a preventive, multi-disciplinary and long term approach to safeguard children and young people vulnerable to a range of exploitation factors.

RECOMMENDATIONS

Based on this report, Cabinet is recommended to:

- i. Approve the approach outlined in the Report below and the request for resources allocated to Children's Services, to enable the development of a multi-disciplinary adolescent safeguarding approach to address serious youth violence and exploitation. This would be the mechanism through which to deliver the actions contained in the Serious Group Violence and Knife Crime strategy relating to children and young people, approved at Cabinet in April 2019.
- ii. Agree £750,000 funding over two calendar years (three financial years) over which time this approach will be fully evaluated and other (external) sources of funding can be explored. Following this, the service will be core funded from an allocation of demographic growth and a permanent budget adjustment to carry this work forward. Refer to financial implications and risks at section four.

REPORT DETAIL

- 1.1 Havering is increasingly seeing the effects of serious youth violence and gang activity impacting on our children and young people. Younger children across Havering are being exploited by criminal gangs and whilst we have improved our social work practice around familial safeguarding, sexual exploitation and children who go missing, this report is intended to reinvigorate our approach to "adolescent safeguarding" across a spectrum of 10-18 year olds (up to 25 with SEND) focussed on risk outside of the familial context. One of the key recommendations from the Ofsted inspection of June 2018 was to address our response to children at risk outside of the home.
- 1.2 Adolescent safeguarding makes greater connectivity between areas impacting the welfare of adolescents (exploitation, missing, serious youth violence, trafficking, harmful sexual behaviours and domestic abuse). The local partnership has been re-assessing its approach to addressing serious youth violence over the past few months.

- 1.3 At the Havering Safeguarding Children's Board in December 2018 a proposal was agreed, in principle, to develop a strategy which works across the partnership to develop a multi-disciplinary adolescent safeguarding approach to addressing serious youth violence and exploitation, managed by the Local Authority Children's Services Department. In terms of governance, monitoring of progress will take place consistent with the Children's Services improvement plan which includes addressing Ofsted recommendations (June 2018) relating to risks outside of the familial context.
- 1.4 The development of the adolescent safeguarding approach will better target young people at risk by refocussing our offer to be delivered in places where young people socialise. We have been successful with a funding bid to The Home Office in relation to youth crime and have "reached" over 2,000 children in schools with knife / crime safety workshops and assemblies since November 2018. Detail of projects and programmes dedicated to tackling serious youth violence are included at the foot of this report for information.
- 1.5 Late last year a knife crime all member briefing took place. A further event is planned for the summer of 2019. Later this year (around October) a violence reduction summit event will be hosted by Havering, including the boroughs of Barking and Dagenham and Redbridge with representatives across the partnership.
- 1.6 In operational terms, early identification and increased support are key to increased likelihood of prevention of violence and criminal exploitation. Funding will be used to recruit specialist staff and commissioned projects and programmes for young people, in addition to training on safeguarding adolescents. Our approach will be as follows:
- Prediction- use of business intelligence and data from across agencies, held and analysed in one place, to identify risk factors much earlier and therefore be able to offer targeted support and engagement with children and families. We will respond to the needs of adolescents with SEND and mental health factors, who may be at higher risk of abuse. Other known risk factors include the use of social media and substance misuse by the young person and / or in the family.
 - Prevention- a universal offer to schools and communities, with some targeted engagement work for example to address prior trauma in a young person's life. We will respond to peer networks, pull factors, and the influence of individuals and groups that cause harm to adolescents and can increase the vulnerability in relation an increase in the risk of exploitation.
 - Intervention- specialist multi-agency interventions with young people and families, including speech and language support, CAMHS services, clinical psychology, targeted youth work, systemic work, police support, schools and other settings to work towards diversion and engagement.

- Disruption- there is still a need for enforcement in some cases and enforcement will be part of our multi-disciplinary offer and led by our policing partners and supported by our youth offending service.
- 1.7 This approach aims to ensure that adolescents are safeguarded from risks outside of family and home. It will maximise the use of intelligence to deliver prediction, prevention, intervention and disruption with a focus on earlier intervention (age 10+). This multi-disciplinary, integrated offer will support adolescents to improve their life chances and lead change in safeguarding culture and practice across the partnership. Further detail of the approach can be found on the diagram in Appendix One of this report.
- 1.8 With regards to staffing of the adolescent safeguarding team, most officers will be recruited (seconded) from existing teams in Children’s services. Health provision will be via recommissioned health posts (funded by the local authority and refocused to deliver to this priority). The additional resource subject to this report (£750k over three financial years) is required to: embed data analysis across the partnership to identify children at risk; recruit intervention-based staff to work with families and children at a threshold below statutory social care; two additional workers to engage with adolescents; and also to strengthen leadership capacity in this field.
- 1.9 The proposed funding will also enable packages of support for families and young people, such as diversionary activity. These will be commissioned from local providers as consistent with the local authority’s procurement arrangements. These projects and activities will be informed by engagement and consultation with young people over the summer of 2019 and ongoing. The model of operation for the adolescent safeguarding approach is outlined in the diagram at the foot of this report.

REASONS AND OPTIONS

- 2.1 Whilst Havering remains a London borough with a relatively low rate of crime, the types of crime involving the exploitation of children and young people (youth violence in particular) have increased in recent years. The number of victims of reported serious youth violence in Havering has risen in recent years, to levels similar to neighbouring boroughs of Barking and Dagenham and Redbridge.
- 2.2 The published Ofsted ILACS report (June 2018) contained a recommendation to improve safeguarding practice related to risks present outside the familial setting.
- 2.3 The aim of the multi-disciplinary team is to use business intelligence for earlier identification and intervention for children and families, for children as young as 10 years old. The approach will deliver a trauma-informed practice and look from a “contextual” safeguarding perspective, working across

partnership agencies. An additional two specialist youth roles will target interventions for young people at risk, based on data and intelligence. This approach will work with families, not just young people, and include schools, police and health input. Mental health screening in particular will be embedded in the service, to screen for neurodiversity at a younger age than at present.

IMPLICATIONS AND RISKS

- 3.1 A significant risk at this stage is that the successful implementation of an integrated team would be curtailed without an adequate resource allocation, both inside the local authority and across the partnership. External partners (police and health in particular) are diverting resources to support the development of this approach. Subject to deployment of additional Safer Schools officers, we are working with the police to target this resource in areas of most need. In addition, there are projects ongoing commissioned by the Safer Neighbourhood Board and the Mayor's Office for Police and Crime such as Sparks2Life and Advanced Minerva, in addition to the Early Intervention Fund (via MOPAC) which prioritise this agenda. Refer to Appendix three for examples.
- 3.2 A further significant risk is an escalation of demand, should we not identify and intervene earlier with younger children and their families. An enforcement approach is more costly and does not offer the opportunity to deliver improved outcomes for young people.

4 Financial Implications and Risks

- 4.1 A business case has been presented and approved to provide corporate funding over two years of the programme (£750k total). However, this will likely be required into the third financial year due to the implementation period, with £146k being required in 2021/22 as a result of likely slippage.

	2019/20 £000s	2020/21 £000s	2021/22 £000s	2022/23 £000s	Total £000s
Serious Youth Violence (SYV) Adolescent Safeguarding	254	350	350	350	1,404
Funded by:					
Corporate Business Risk Reserve	(254)	(350)	(146)	0	(750)
Approved growth from prior yr				(204)	(204)
Available Funding / (Deficit)	0	0	204	146	350
Additional Growth request / Efficiencies / External grants	0	0	(204)	(146)	(350)
Net Funding / (Deficit)	0	0	0	0	0

4.2 A formal MTFS request for growth in 2021/22 (£254k) and 2022/23 (£146k) underpins the long term viability of the proposal.

4.3 A bid, and successful application, to the GLA Young Londoner’s Fund, could divert investment on areas contained within this proposal into the grant funding, especially given the high profile nature of this initiative.

5 Human Resources implications and risks

5.1 There are some HR implications in relation to the review and/or re-alignment of the teams to enable better collaborative working arrangements across Children services and external partners which may result in restructuring proposals and if applicable be managed under the council’s Organisational Change process. Training for all partner staff should be arranged to raise awareness of the Council’s revised offer. If specialist skills are required, the service should consider offering this training to existing staff, including this in the restructuring proposals, recruit externally or resource via the partnership arrangement. The service will also need to consider how the hub will be managed in terms of staffing and working hours in the proposals.

6 Legal implications and risks

6.1 The Authority has a number of statutory duties to children and young people who are the intended recipients of the targeted intervention and support described in this Report.

6.2 These include :

- Section 17 Children Act 1989 to safeguard and promote the welfare of children in their area who are in need

- Sections 10-11 Children Act 2004 to ensure that its functions are discharged having regard to the need to safeguard and promote the welfare of children and to promote cooperation between the Authority and its relevant partners to ensure that children's well being is improved.
 - Section 17 Crime and Disorder Act 1989 to exercise its functions with due regard to the need to do all that it reasonably can to prevent crime and disorder, the misuse of drugs, alcohol and other substances and re-offending
 - Section 507B Education Act 1996 to secure sufficient educational and recreational leisure time activities for relevant children and young people.
- 6.3 The proposed actions are an overarching response to these duties predominantly to strengthen the early intervention and social care response and there are no apparent legal implications in increasing the funding for these activities. The changes proposed to the youth service in this report are relatively minor and therefore do not trigger a consultation duty.

7 Equalities implications and risks

- 7.1 The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to:
- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
 - (ii) the need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;
 - (iii) foster good relations between those who have protected characteristics and those who do not.

Note: 'Protected characteristics' are age, sex, race, disability, sexual orientation, marriage and civil partnerships, religion or belief, pregnancy and maternity and gender reassignment.

- 7.2 Exploitation of young people directly impacts on community cohesion and the general sense of wellbeing. Therefore, our work on adolescent safeguarding will be an integral component of our community cohesion agenda. An impact assessment has also been completed in relation to adolescent safeguarding and can be found at Appendix four.
- 7.3 The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio-economics and health determinants.

Appendices

- Appendix one: Integrated adolescent safeguarding model
Appendix two: Safeguarding Adolescent Safeguarding high level plan
2019-20
Appendix three: Existing programme and projects addressing serious youth
violence
Appendix four: Equalities impact assessment

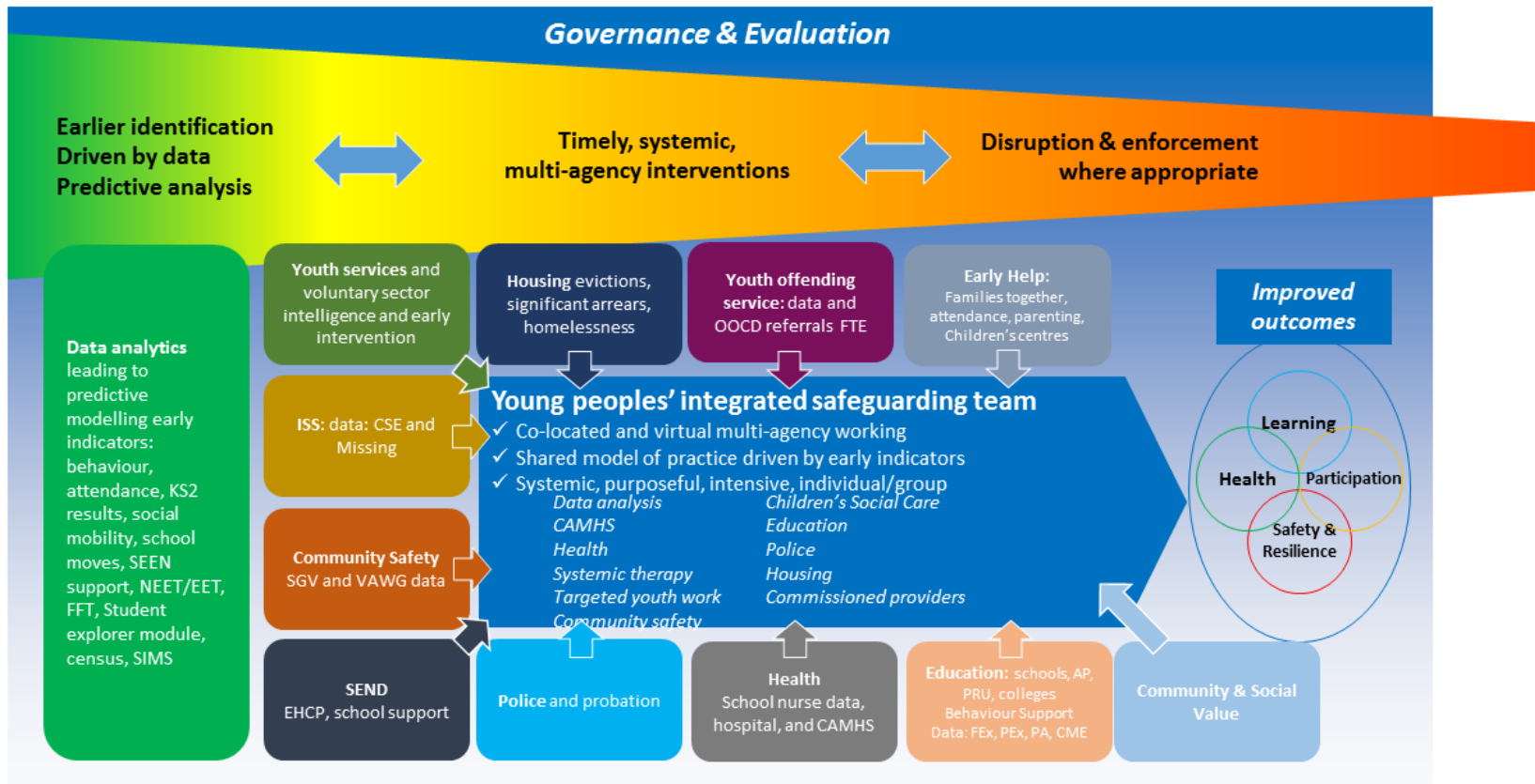
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Safeguarding adolescents from serious youth violence and exploitation in Havering

Appendix One: integrated adolescent safeguarding model



Integrated adolescent safeguarding team



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Safeguarding adolescents from serious youth violence and exploitation in Havering

Appendix two: Safeguarding Adolescent Safeguarding high level plan 2019-20

	2019/20							
	April	May	June	July	Aug	Sept	Q3	Q4
Commissioning programmes (existing) delivered								
Design of approach (resources in place, scoping)								
Stakeholder engagement and consultation								
Data gathering and predictive analysis	Phase 1			Dashboard				
Commissioning programmes (targeted)								
Training package(s)								
Youth service review			Start		End			
Lift and shift service				Start	End			
Recruitment				Start	End			
Group Manager recruited								
Secondments								
New posts								
Heath posts								
Mobilisation stage								
Implementation complete								
Evaluation and performance monitoring			Design		Q1			Q2
Governance & Strategy			Cabinet		LSCB	Strat live		

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Adolescent safeguarding and serious youth violence

Appendix three: existing programme and projects addressing serious youth violence

There are a number of existing programmes and projects, some universal and others targeted at specific cohorts. The Youth Service and Children's Social Care provide support to cohorts at risk of (or involved in) anti-social behaviour and crime but the list below are the main projects aimed at either deterring youth crime or addressing it. (This list is not exhaustive and other projects will inevitably be running in the voluntary and statutory sectors, not reflected below).

Project	Universal or Targeted?	Brief	Commissioned by	Update
<i>Gangs mentoring programme - Spark2Life</i>	Targeted to nominals identified through the Serious Group Violence Panel	Commissioned to run a mentoring programme in Havering. 1-2-1 sessions for our highest risk individuals (including YOS)	MOPAC London Crime Reduction Fund. £45,000 per annum Currently funded to June 2019	Maximum caseload of 15 (This year worked with 47 different young people). Delivering a minimum of 400 per year (658 delivered last financial year).
<i>Street Doctors</i>	Universal (40) sessions to be made available to schools, Targeted the Youth Offending Service and other key groups	Training provided to young people specifically around knife crime, dealing with stab wounds	Safer Neighbourhood Board £8,000 Funded to March 2019 then reviewed	6 of 40 sessions delivered to date. 53 young people received emergency 1 st Aid Training.
<i>No Knives in School Project</i>	Targeted at pupils in year 9. Up to 20 sessions available to schools	Charity. Educational workshop around the dangers of knives	Safer Neighbourhood Board £4,400 Funded to deliver by end of March 2020	5 Sessions completed, a further 3 booked in to take place by July 2019.
<i>Junior citizens</i>	Targeted Year 6	Raising children's general safety awareness at transition from primary to secondary school	MOPAC London Crime Reduction Fund £10,000 Currently funded to March 2019	Last year +2,000 students attended. Due to take place 24 TH June -5 th July +2,000 children expected.
<i>Havering Young People's Mentor Service</i>	Targeted, 10-18yo	Provides support to Havering children and young people aged 10-18	Early Help	
<i>SGV / Gangs Training Junior Smart from the SOS+ project</i>	Training (not intervention)	Training for frontline workers coming into contact with	Via LSCB training programme	

		individuals who may be involved or at risk of being involved in gangs.		
<i>Safer Schools (Officers) & Presentation Team</i>	Universal primary and secondary schools (At present not AP due to resourcing)	Build positive engagement and trust, support school staff where some form of criminality has taken place. Also offer a range of workshops, which include awareness on gangs and knife crime	Metropolitan Police	Every Secondary School in the Borough is allocated a Safer Schools Officer (SSO) & Olive Academy PRU. Presentation Team covers whole EA. +7,000 students were given age appropriate safety advice.
<i>Chance programme</i>	Targeted 8-17yo involved in lower level anti-social behaviour	Multi-agency approach	Metropolitan Police	
<i>Advanced Minerva (based at Myplace)</i>	Targeted post 15, started in the summer	Young females, working around 18 months	MOPAC co-commissioned across 7 boroughs	Currently working with around 15 female clients. Capacity to work with up to 30.
<i>Home Office Early Intervention Fund (via MOPAC)</i>	Alternative Provision crime (preventative) pathway	Targeted at Y6 and 7, then targeted to vulnerable young people.	£461k over 15 months	Over 2000 children reached to date. Runs to March 2020.
<i>Rescue and Response</i>	Targeted 8- 25 year olds in London.	Tracking and supporting young people caught up in county lines (victim/perpetrator)	MOPAC Co-Commissioned Pan-London (3 years)	26 individuals identified as being involved in county lines Havering.
<i>Go Girls project</i>	Target group: potential vulnerable to relationships of power, and/or CSE including children in care and care leavers. Referrals have come from CAMHS, YOS, Social Care and schools.	Exercises, group-work, games and helpful hints on supporting girls and young women's personal development.	Delivered over 8 weeks for 13 – 18 year olds. Funded via Mental Health Transformation Fund	20 young women completed since September 2018.

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**Adolescent Safeguarding and Serious Youth Violence
Appendix four**

Equality & Health Impact Assessment (EqHIA)

Document control

Title of activity:	<i>Adolescent safeguarding service redesign</i>
Lead officer:	<i>Anita Stewart, Head teacher, Virtual School and Head of Youth Services & Participation</i>
Approved by:	<i>Tim Aldridge, Director of Children's Services</i>
Date completed:	<i>April 2019</i>
Scheduled date for review:	<i>April 2022</i>

Did you seek advice from the Corporate Policy & Diversity team?	Yes
Did you seek advice from the Public Health team?	Yes
Does the EqHIA contain any confidential or exempt information that would prevent you publishing it on the Council's website?	No

1. Equality & Health Impact Assessment Checklist

Please complete the following checklist to determine whether or not you will need to complete an EqHIA and ensure you keep this section for your audit trail. If you have any questions, please contact EqHIA@havering.gov.uk for advice from either the Corporate Diversity or Public Health teams.

About your activity

1	Title of activity	<i>Adolescent safeguarding service redesign</i>		
2	Type of activity	<i>Change in service, to develop an Adolescent Safeguarding multi-disciplinary service response to serious youth violence and exploitation in the borough.</i>		
3	Scope of activity	<i>This assessment sits alongside the Cabinet report seeking funds to safeguard adolescents from serious youth violence and exploitation in Havering. (May 2019)</i>		
4a	Are you changing, introducing a new, or removing a service, policy, strategy or function?	Yes	If the answer to <u>any</u> of these questions is 'YES', please continue to question 5.	If the answer to <u>all</u> of the questions (4a, 4b & 4c) is 'NO', please go to question 6.
4b	Does this activity have the potential to impact (either positively or negatively) upon people (9 protected characteristics)?	Yes		
4c	Does the activity have the potential to impact (either positively or negatively) upon any factors which determine people's health and wellbeing?	Yes		
5	If you answered YES:	Please complete the EqHIA in Section 2 of this document.		
6	If you answered NO:			

Completed by:	<i>Ian Elliott, Programme Manager, Havering Children's Services</i>
Date:	<i>12/04/2019</i>

2. The EqHIA – How will the strategy, policy, plan, procedure and/or service impact on people?

Background/context:

The council and its partners are proposing a multi-disciplinary partnership approach to tackle root causes of serious youth violence and exploitation of young people by intervening earlier, thus safeguarding young people vulnerable to a wide range of exploitation factors.

The Council understands that barriers to opportunity can lead to anti-social and offending behaviour. By intervening earlier to prevent, in addition to providing additional support to those already involved in crime as adolescents, it is hoped that we will reduce incidences of offending behaviour and thereby improve the community environment.

The Serious Group Violence and Knife Crime Strategy (approved in April 2019) is the response of the local authority to national and regional initiatives to reduce levels of group violence and knife crime. The strategy includes a number of priorities in relation to children and young people and this service redesign will address these.

Havering has aligned its aims with those set out in the Mayor of London's 2017-2021 Police and Crime Plan, the Mayors 2017 Knife Crime Strategy and the Home Office report on Ending Gang Violence and Exploitation 2016.

The vision for the Council's Serious Group Violence and Knife Crime Strategy (and the development of a multi-disciplinary safeguarding service) is to provide a safe borough where children can grow, play, learn, travel and reach their potential without having to fear or experience crime. We recognise that in the past we have perhaps not taken full account of the constrained circumstances and choices that our young people face. This service change will offer the most appropriate service at the right time, from children 10 and over, up to 18 (or 25 where SEND is a factor).

From September 2019 we propose to implement an enhanced partnership strategy in Havering focussed on Adolescent Safeguarding. An integrated approach is required to tackle issues concerning adolescent risk which includes criminal exploitation, county lines and modern slavery. We will develop a bespoke, data-led and systemic approach to prediction, prevention, intervention and disruption to reduce risk to adolescents in the borough. The purpose is for a multi-disciplinary arrangement to better identify and respond to adolescent safeguarding and meet needs of young people, sooner. Working together, between schools, the local authority and partners the above approach will take time and dedicated resource to fully implement.

There are a range of agencies involved in the delivery of the above. These are:

- Schools and colleges
- National Probation Service
- Police
- London Borough of Havering (including the Community Safety Partnership and Youth Offending service)
- Public Health

- Mental Health Services
- Voluntary, community and faith groups / organisations
- Regional agencies (e.g. Mayor of London and MOPAC)

The assessment recognises that criminal and sexual exploitation of young people is often linked to the drugs and organised crime groups operating locally. Evidence of this can be seen through the rapidly evolving County Lines (drugs lines) and various child sexual abuse cases that emerge within the borough and across London.

This assessment focusses mainly on the service change as outlined above. There is an additional assessment cited throughout which sits alongside the Serious Group Violence and Knife Crime Strategy.

**Expand box as required*

Who will be affected by the activity?

Children from as young as ten and up to 18 (25 with SEND) and their families will be affected by the service change and will benefit from its development.

Specifically, those “vulnerable” to criminal and sexual exploitation and risk outside of the familial context will be identified for potential early intervention and support. This will be led by data analysis and may include (but is not limited to) children missing school for behavioural reasons, those on fixed term or permanent exclusions, looked after by the local authority, care leavers and also children who’s siblings / family connections may indicate raised risk factors in relation to future anti-social behaviour and crime.

In addition, those already known to the local authority and its partners (such as youth offending) will benefit also.

**Expand box as required*

Protected Characteristic - Age: Consider the full range of age groups

<i>Please tick (✓) the relevant box:</i>		Overall impact: Group violence, youth violence and criminal exploitation affects all ages. With children as young as 10 permanently excluded from school, the range of ages prone to exploitation and crime is wide. 20% of Habitual Knife Carriers in the borough are under the age of 18. Our approach is to identify earlier and therefore reduce the flow
Positive	✓	
Neutral		
Negative		

	<p>of individuals becoming victims or involved in child exploitation.</p> <p>Havering has experienced the largest net inflow of children across all London boroughs.</p> <p>30.9% of the Havering population fall within the age group most affected by gang related activity. This percentage is expected to increase due to the future predicted inflow of children into the borough.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>
--	--

Evidence:

Habitual Knife Carriers

Youngest age 15, and oldest age 58

Average age 21

The category of age group with greatest representation is 18 with 5 (33%)

20% of HKC are under the age of 18

Trident Gangs Matrix

Youngest age 15 and oldest age 47

11% of TGM nominals on the Havering matrix are under the age of 18.

66% of TGM Nominals are over the age of 18-24

25% are over the age of 24

Other nominals of note (Shadow list)

Youngest age 14, oldest age 58

Average age 19

47% of nominals that are monitored are under 18 years of Age (Majority of which are 17 years old)

39% of nominals that are monitored are aged 17-18,

38% of nominals that are monitored are aged 18 -24

Havering Demographics

- 30.9% of the population of Havering are aged 10-34.
- 25.3% of the population are aged 15-34. This is the known age group most affected by gangs, group violence and knife crime
- 16.9% (43,399) of the population of Havering are aged between 10 and 24 years
- 5.7% (14,665) are aged between 10 and 14 years
- 5.5% (14,110) are aged between 15 and 19 years
- 5.7% (14,624) are aged between 20 and 24 years
- Havering experienced largest net inflow of children across all London boroughs (4,536 children) in a 6-year period (2010-2015)
- Largest increases in population will occur in children (0-17 years)

**Expand box as required*

Sources used:

- Havering Serious Group Violence and Knife Crime Strategy 2018-21
- Havering Serious Group Violence and Knife Crime Strategy 2018-21 Equality Impact Assessment
- Habitual Knife Carriers List – EA BCU Gangs Unit
- Trident Gangs Matrix for Havering – EA BCU Gangs Unit
- Havering Serious Group Violence Monitoring List – Community Safety
- Havering Data Intelligence Hub

https://www.haveringdata.net/population-demographics/?geography_id=f6fc3f50a6604807b7158781af87a271&feature_id=E09000016

Promoting mental health and wellbeing with men and boys: what works – Men’s Health Forum & Leeds Beckett University

https://cdn.movember.com/uploads/files/2015/Misc/Promoting_MentalHealth_%26_Wellbeing_FINAL%5B2%5D.pdf

**Expand box as required*

Protected Characteristic - Disability: Consider the full range of disabilities; including physical mental, sensory and progressive conditions

Please tick (✓) the relevant box:

Positive

✓

Neutral

Negative

Overall impact:

There is currently no local data available for analysis in relation to disability and adolescent safeguarding.

However it is widely recognized that there is a direct correlation between mental health and involvement in “gangs.” A study by “Coid, 2013” (comparable age group to the majority of Havering nominals on the SGV, Gangs and Knife Crime cohort) reveals that gang members are significantly more at risk of mental health problems compared to a non-violent male.

The research found that for gang members:

- Anxiety disorders – 2 times higher risk
- Psychosis – 4 times higher risk
- Psychiatrist / mental health related admission – 8 times higher risk
- Suicide attempt –13 times higher risk
- Antisocial personality disorder – 57 times higher risk

The same study also revealed that the same males were also 16 times more likely to become drug dependent and 6 times more likely to become alcohol dependent.

Possible explanations given by National Psychiatric Morbidity

	<p>Survey for the overlapping of gangs membership and mental health are the same as those risk factors identified for mental health problems in childhood, which are :</p> <ul style="list-style-type: none"> • From low-income households • From families where parents are unemployed • From families where parents have low educational attainment • Are looked after by the local authority • Have disabilities (including learning disabilities) • From black and other ethnic minority groups • Are in the criminal justice system • Have a parent with a mental health problem • Are misusing substances • Are refugees or asylum seekers • Are being abused/history of abuse <p>By understanding the points above we are able to consider the effects of the risk factors relating to adolescent safeguarding.</p> <p>Further evidence could be gathered on this protected characteristic through the YOS, Probation, Spark2Life and early help for those who feature on the Gangs matrix or SGV list in order to provide a fuller local picture.</p> <p>Whilst many of the sources of evidence cited in this assessment relate to adults (over 18 years for the purposes of this service) we recognize that children from as young as 10 are exploited, over a long period.</p> <p><i>*Expand box as required</i></p>
<p>Evidence: (Coid, 2013) The largest study was a cross-sectional survey administered to a nationally representative sample of 4664 young men (aged 18-34 years) in the UK. The survey also oversampled men from areas with high levels of gang-related violence, such as Glasgow and Hackney in London. Participants were asked about group violence, attitudes towards and experience of violence, and use of mental health services. Psychiatric diagnoses were measured using standardized screening instruments.</p> <p>The survey categorised men into three groups: gang members, violent men (not in a gang) and non-violent men. Anxiety disorders x2 Psychosis – x4 Psychiatrist / mental health related admission x8 Suicide attempt –x13 Antisocial personality disorder- x57</p> <ul style="list-style-type: none"> • As many as 9 out of 10 prisoners report some kind of mental health problem (RC Psych) 	

- Mental health problems are much more common in prisoners than in the general population (RC Psych)
- Research shows that substance misuse may cause or increase symptoms of mental illness (RC Psych)
- Mental illness may lead someone to abuse substances (RC Psych)
- Physical health problems caused by alcohol have doubled in the last 10 years. Deaths have doubled over the last 15 years.

The number of people with a mental illness and who misuse substances has increased by 62%, (RC Psych)

**Expand box as required*

Sources used:

- Mac-uk.org
<http://www.mac-uk.org/wped/wp-content/uploads/2013/03/Mental-Health-and-Gangs-Report-2013.pdf>
- UK, Coid et al 2013
https://www.researchgate.net/publication/248705697_Gang_Membership_Violence_and_Psychiatric_Morbidity
- St. Giles Trust SOS+ Junior Smart training literature
National Psychiatric Morbidity Survey
<http://committees.westminster.gov.uk/documents/s5535/Mental%20Health%20and%20Gangs%20Report%202013.pdf>

**Expand box as required*

Protected Characteristic - Sex/gender: Consider both men and women	
Please tick (✓) the relevant box:	
Positive	✓
Neutral	
Negative	
<p>Overall impact:</p> <p>Serious youth violence, drug networks and criminal exploitation affects women and girls, in the context of abuse and violence both within the home and outside and also with interpersonal relationships.</p> <p>In Havering approximately 100 individuals are regularly monitored under the Gangs Unit, Serious Group Violence Panel and Habitual Knife Carriers list. All but one on the list is male but we know from our work on child sexual exploitation that the impact on girls and young women is more prevalent. Whilst ninety per cent of knife crime offenders are male, 10% are female and interventions and activity delivered through the strategy must consider gender biases and recognise the role of women and girls as offenders as well as victims.</p>	

There are linkages between cohorts involved in gangs, child sexual exploitation, drugs and county lines exploitation but as the Child Sexual Exploitation strategy of the Havering Safeguarding Board highlights, more intelligence needs to be gathered. We are knowledgeable of the 'push and pull' factors (where family breakdown and arguments can generate 'pushing away' as can abuse, drug and alcohol misuse by family members whereas 'pull' factors can include being drawn into an activity outside of the home, varying from missing episodes, associating in harmful peer groups, , becoming involved in drugs and alcohol, being groomed and sexually exploited).

From a service design perspective, we will identify and work with females linked to gang activity who may potentially carry weapons for males (more frequently stopped and searched).

A significant amount of "gang awareness" training has taken place in Havering, where the roles of females has been discussed at length. As a result the Police will now search more females when stopping groups, if considered appropriate at the time. We have specific interventions for girls and young women, as part of the service design.

**Expand box as required*

Evidence:

Trident List

44 on the list
All Male

SGV Monitoring List

49 on the list
48 = Male
1 = Female

Habitual Knife Carriers List

15 on the list
All Male

National Gangs Centre

- Law enforcement agencies overwhelmingly report a greater percentage of male gang members versus female gang members
- A large percentage of agencies (nearly one-quarter) could not provide information regarding the prevalence of female membership within gangs, suggesting that this issue is of secondary or lesser significance for law enforcement.
- Despite a growing concern of females joining gangs, little to no change in the percentage is observed across survey years. (6-7%)

Role of Females within Gangs (Simon Harding)

- Handling stolen goods
- Hiding

- Carry weapons
- Infiltrate a new area
- Explore new markets
- Carry drugs
- Laundering money and banking
- Relationships
- Line ups

**Expand box as required*

Sources used:

- Havering Serious Group Violence and Knife Crime Strategy 2018-21
- Havering Serious Group Violence and Knife Crime Strategy 2018-21 Equality Impact Assessment
- The London Knife Crime Strategy. Mayor of London 2017
- St. Giles Trust SOS+ Junior Smart training literature
- Habitual Knife Carriers List – EA BCU Gangs Unit
- Trident Gangs Matrix for Havering – EA BCU Gangs Unit
- Havering Serious Group Violence Monitoring List – Community Safety
- Simon Harding – Girls in the Gang: Agency and Roles a new interpretation. https://www.google.co.uk/search?dcr=0&source=hp&q=Simon+Hardin+g+%E2%80%93+Girls+in+the+Gang%3A+Agency+and+Roles+a+new+interpretatio+n.&oq=Simon+Harding+%E2%80%93+Girls+in+the+Gang%3A+Agency+and+Roles+a+new+interpretation.&gs_l=psy-ab.3...1418.1418.0.1817.1.1.0.0.0.76.76.1.1.0....0...1.1.64.psy-ab..0.0.0...0.ViChIqUddTs
- National Gang Centre – Survey Analysis and Demographics <https://www.nationalgangcenter.gov/Survey-Analysis/Demographics>

**Expand box as required*

Protected Characteristic - Ethnicity/race: Consider the impact on different ethnic groups and nationalities

<i>Please tick (✓) the relevant box:</i>		Overall impact: Havering is one of the most ethnically homogenous places in London, with 87% of its residents recorded White (Data Intl Hub), which is higher than both London and England. It is projected that the White population will decrease from 85% (in 2015) to 79% (by 2030). Analysis of Metropolitan Police crime data for 2016/17 indicates that 75 per cent of victims of knife crime are male and frequently aged less than 25 years of age. Almost half of all victims of knife
Positive	✓	
Neutral		
Negative		

crime were from BAME backgrounds. Those recorded as black ethnicity represented one in five of all victims of knife crime in 2017. For offenders, almost ninety per cent were male and of those, 62 per cent were from BAME backgrounds.

The BAME statistical breakdown of individuals on the Trident Gangs List, Habitual Knife Carriers list and the Serious Group Violence monitoring list is disproportionate to that of the local borough demographic. Both the gangs list and knife carriers list are made up of over 60% black males, where as white males account for just over 20%.

The issue around the disproportionality of BAME representation within the criminal justice system is not just a local or regional issue, but rather a national issue. Several studies have been carried out, including the 2017 David Lammy review on racial bias and BAME representation within the criminals justice system. The Prime Minister has also launched a new government website specifically focusing on ethnicity facts and figures, including that of crime, justice and the law.

Completing this assessment has highlighted that we do not record sufficient data on ethnicity of young perpetrators of crime (nor on those exploited) to enable trends to confidently be identified. However, because the adult (post 18) statistics make correlation between ethnicity and serious youth violence we are assuming that an earlier intervention “adolescent safeguarding” approach is a “positive” change.

**Expand box as required*

Evidence:

Havering Ethnicity Breakdown %

87.3% population is White
4.9% population is Black
4.8% population is Asian
3% population is Other

Below is a Snapshot of Ethnicity of those monitored by the EA Gangs Unit, Serious Group Violence panel and those on the Habitual Knife carriers list. Using police intel, Black is equivalent to IC3 and White has been made up of both IC1 (White British) & IC2 (White Other)

Habitual Knife Carriers

Black = 60%
White = 27%
Unknown = 13%

Havering Trident Gangs Matrix

Black = 66%
White = 20%
Asian = 2%

Unknown = 10%

Serious Group Violence List

White = 37%

Black = 35%

(13 cases where no ethnicity was provided)

Nationally

Rt Hon David Lammy Independent report into BAME 10-17 year olds in youth secure estate:

9 in every 10,000 young Black people in custody 2015/2016

4 in every 10,000 young Mixed Ethnic people in custody 2015/2016

2 in every 10,000 young Asian people in custody 2015/2016

1 in every 10,000 young white people in custody 2015/2016

Of note: Proven reoffending rates for young white people who left custody between 2010 and 2014 and returned to custody within 6 months and 12 months were higher than for young black people.

Of note: Over a quarter (28%) of those from the 'Asian and other' group had no criminal history prior to being sentenced to custody in 2016. This compares to 10% and 8% for young white and black people respectively. (This would suggest that the crimes committed by the Asian and other ethnic backgrounds are often more severe in order to receive a custodial sentence as a first time offender).

In terms of young offenders at the end of 2018, nine young people were held in custody through the year and the offending profile suggests that seven are White British and two of mixed ethnicity.

**Expand box as required*

Sources used:

- Havering Serious Group Violence and Knife Crime Strategy 2018-21
- Havering Serious Group Violence and Knife Crime Strategy 2018-21 Equality Impact Assessment
- Ministry of Justice – David Lammy Report -Exploratory analysis of 10-17 year olds in the youth secure estate by black and other minority ethnic groups
<https://www.gov.uk/government/publications/lammy-review-final-report>
- Havering Data Intelligence Hub
https://www.haveringdata.net/population-demographics/?geography_id=f6fc3f50a6604807b7158781af87a271&feature_id=E09000016
- Havering Demographic profile
[https://www3.havering.gov.uk/Documents/Equality-and-Diversity/Demographic and Diversity Profile of Haverings Population Jan-15.pdf](https://www3.havering.gov.uk/Documents/Equality-and-Diversity/Demographic%20and%20Diversity%20Profile%20of%20Haverings%20Population%20Jan-15.pdf)
- Habitual Knife Carriers List – EA BCU Gangs Unit
- Trident Gangs Matrix for Havering – EA BCU Gangs Unit
- Havering Serious Group Violence Monitoring List – Community Safety
- GOV.UK – Ethnicity facts and figures: crime, justice and the law
<https://www.ethnicity-facts-figures.service.gov.uk/crime-justice-and-the-law>

- Ministry of Justice – David Lammy Report -Exploratory analysis of 10-17 year olds in the youth secure estate by black and other minority ethnic groups
<https://www.gov.uk/government/publications/lammy-review-final-report>
- Havering Data Intelligence Hub
https://www.haveringdata.net/population-demographics/?geography_id=f6fc3f50a6604807b7158781af87a271&feature_id=E09000016
- Havering Demographic profile
[https://www3.havering.gov.uk/Documents/Equality-and-Diversity/Demographic and Diversity Profile of Haverings Population Jan-15.pdf](https://www3.havering.gov.uk/Documents/Equality-and-Diversity/Demographic%20and%20Diversity%20Profile%20of%20Haverings%20Population%20Jan-15.pdf)
- Habitual Knife Carriers List – EA BCU Gangs Unit
- Trident Gangs Matrix for Havering – EA BCU Gangs Unit
- Havering Serious Group Violence Monitoring List – Community Safety
- GOV.UK – Ethnicity facts and figures: crime, justice and the law
<https://www.ethnicity-facts-figures.service.gov.uk/crime-justice-and-the-law>

**Expand box as required*

Protected Characteristic - Religion/faith: Consider people from different religions or beliefs including those with no religion or belief

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact:

There are no negative or adverse impacts regarding this protected characteristic as any intervention would be developed on a needs-led basis. Any identified issues or needs required by a person’s faith or belief system would be respected and considered on an individual basis.

The local authority’s duty in relation to Prevent is well established and this service re-design will be consistent with the promotion of fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance for those with different faiths and beliefs.

**Expand box as required*

Evidence:

No evidence currently available

**Expand box as required*

Sources used:

Revised Prevent Duty Guidance: for England and Wales 2015

https://www.gscb.org.uk/media/1170/3799_revised_prevent_duty_guidance_england_wales_v2-interactive-65221.pdf

**Expand box as required*

Protected Characteristic - Sexual orientation: Consider people who are heterosexual, lesbian, gay or bisexual

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact:

Any identified issues or needs pertaining to a person's sexual orientation (particularly as a potential source of vulnerability in exploitation terms) would be respected and considered on an individual basis. However, Gay or Bi-sexuality in the context of group violence is likely to generate stigma and distain and can add mental pressure and have additional negativity on individuals who identify as such. The most harmful crimes, such as knife crime, sexual violence and child sexual exploitation are treated as priorities regardless of the sexual orientation of the victim or perpetrator.

**Expand box as required*

Evidence:

No data currently available.

**Expand box as required*

Sources used:

**Expand box as required*

Protected Characteristic - Gender reassignment: Consider people who are seeking, undergoing or have received gender reassignment surgery, as well as people whose gender identity is different from their gender at birth

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact:

Any identified issues or needs pertaining to gender reassignment would be respected and considered on an individual basis. Gender reassignment in the context of group violence (and gangs) is likely to generate stigma and distain and can add mental pressure and additional negative impact upon individuals concerned.

		<i>*Expand box as required</i>
Evidence: No data currently available		
<i>*Expand box as required</i>		
Sources used:		
<i>*Expand box as required</i>		

Protected Characteristic - Marriage/civil partnership: Consider people in a marriage or civil partnership		
<i>Please tick (✓) the relevant box:</i>		Overall impact:
Positive		<p>Trafficking and forced marriage are forms of exploitation and are taken seriously by Havering Council and its partners. Services and mechanisms are in place to identify and protect young women (which it is in the vast majority of cases) from this practice.</p> <p>From an adolescent safeguarding perspective the sexual and criminal exploitation of young women is more prevalent as a factor (refer to the section above on gender) than forced marriage.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>
Neutral	✓	
Negative		
Evidence: Modern Slavery presentation to the Havering Crime and Disorder sub-committee, February 2019 http://democracy.havering.gov.uk/documents/s35657/Appendix%20-%20Modern%20Slavery.pdf		
<i>*Expand box as required</i>		
Sources used: Modern Slavery presentation to the Havering Crime and Disorder sub-committee, February 2019 http://democracy.havering.gov.uk/documents/s35657/Appendix%20-%20Modern%20Slavery.pdf		
<i>*Expand box as required</i>		

Protected Characteristic - Pregnancy, maternity and paternity: Consider those who are pregnant and those who are undertaking maternity or paternity leave

<i>Please tick (✓) the relevant box:</i>		<p>Overall impact:</p> <p>The assessment of whether and when a young person will engage with the adolescent safeguarding service will include details of significant positive and negative events in the life of the family, including traumatic events that may continue to impact on family functioning. This will include history of pregnancy and births, and explore how the family coped, who supported them and the identified resources, strengths or support systems that they have utilised and can continue to draw upon.</p> <p>In multi-agency risk panels this is something that is often dealt with on a case by case basis, partnerships and lead agencies will check that the person concerned is linked in with the health visitor, that the individual is set up with a GP and depending on their/ their partners age and their/ their partners offending history or possible substance misuse social services would be notified.</p> <p>Domestic Violence is also trigger factor which can lead to criminal exploitation and therefore needs to be taken into consideration. Prior trauma is a factor in adolescent exploitation and many young people have seen relationships that are abusive.</p> <p>A female (adult) offender is almost twice as likely to be a victim of Domestic Violence than a non-offender. It should also be noted from research that 1 in 4 young male offenders have disclosed experience of domestic violence.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>
Positive		
Neutral	✓	
Negative		

<p>Evidence:</p> <ul style="list-style-type: none"> • 1 in 4 young male offenders (sentenced or on remand) had experienced domestic violence at home • Nationally 30% of women experience domestic violence in some way shape or form • Over 50% of women in prison report having suffered Domestic Violence. • Over 1/3 of domestic violence incidents starts to get worse when a woman is pregnant. • One midwife in five knows that at least one of her expectant mothers is a victim of domestic violence • A further one in five midwives sees at least one woman a week who she suspects is a victim of domestic violence <p style="text-align: right;"><i>*Expand box as required</i></p>

Sources used:

- Havering Serious Group Violence and Knife Crime Strategy 2018-21
- Havering Serious Group Violence and Knife Crime Strategy 2018-21 Equality Impact Assessment
- Risk and protective factors for offending. Loeber & Farrington, 2000; Fergusson et al., 2005; Rutter et al., 2006
- <http://www.refuge.org.uk/get-help-now/what-is-domestic-violence/domestic-violence-and-pregnancy/>
- <http://www.nhs.uk/conditions/pregnancy-and-baby/pages/domestic-abuse-pregnant.aspx>
- Greater London Domestic Violence Project

<http://www.thamesvalleypartnership.org.uk/wp-content/uploads/gangs-gldvp.pdf>

Prezi.Com – Kody Buchanan

https://prezi.com/ut_c1wvclt_t/domestic-violence-and-gangs/

**Expand box as required*

Socio-economic status: Consider those who are from low income or financially excluded backgrounds

Please tick (✓) the relevant box:

- Positive**
- Neutral**
- Negative**

Overall impact:

Serious youth violence and the criminal / sexual exploitation of children and young people is closely linked to poverty, reduced social mobility and exclusion. Children excluded are predominantly from lower income households (four times more likely to have grown up in poverty) and are more likely to become unemployed, develop severe mental health problems and go to prison.

55 per cent of 5–10 year-olds and 40 per cent of 11–15 year-olds in schools for excluded pupils are eligible for free school meals compared to 14 per cent of the pupil population nationally.

There are strong correlations between children excluded from school and offenders in prison. IPPR in a report (2017) found that 63% of prisoners had been excluded at some point and those prisoners are more likely to reoffend and return to prison.

County Lines (involving the use of mobile phone ‘lines’ by groups to extend their drug dealing business into new locations outside of their home areas) and criminal exploitation continues to be an increasing issue nationally. This directly affects Havering too. We know this because a number of Havering missing children and gang nominals have confirmed this in their return home interviews, a number of Havering missing children have been found in various drug houses around the country and a number of gang nominals have confirmed this in their professional key-working sessions. Most of the young people perceive this activity as financially rewarding (coming from a

background of little disposable income) but in reality they are paid very little if anything at all, or are paid using gifts in kind (clothes, watches, games consoles, trainers etc.).

This issue is being addressed at all levels. At a national level laws are being brought in and adapted to expose this type of “business” as a form of modern day slavery. Guidance on how to deal with county lines is being disseminated at national and regional levels through forums and briefings (example: Ending Gang Violence and Exploitation forum). Locally in Havering training has been given to frontline staff on gangs, how they operate, raising their awareness to county lines and signs to look out for.

**Expand box as required*

Evidence:

Havering Serious Group Violence Problem Profile (2016)

Havering Adult Offender Profile

- 39.8% offenders in Havering identified finance as a contributing factor to their offending
- 59.8% offenders in Havering identified lifestyle as a contributing factor to their offending
- 34.7% offenders in Havering identified drugs as a contributing factor to their offending
- 35.3% offenders in Havering identified alcohol as a contributing factor to their offending
- 23.8% offenders in Havering identified accommodation as a contributing factor to their offending

**Expand box as required*

Sources used:

- Havering Serious Group Violence and Knife Crime Strategy 2018-21
- Havering Serious Group Violence and Knife Crime Strategy 2018-21 Equality Impact Assessment
- Making The Difference: The role of workforce development in breaking the link between school exclusion and social exclusion (IPPR October 2017)
- Havering adult offender profile
<https://www.gov.uk/universal-credit/overview>
- Keeping kids safe, Children’s Commissioner for England February 2019
- National Crime Agency
<http://www.nationalcrimeagency.gov.uk/publications/620-NCA-Intelligence-Assessment-County-Lines-Gangs-and-Safeguarding/file>
- Criminal exploitation of children and vulnerable adults: county lines
<https://www.gov.uk/government/publications/criminal-exploitation-of-children-and-vulnerable-adults-county-lines>
- Havering adult offender profile
<https://www.gov.uk/universal-credit/overview>
- National Crime Agency

<http://www.nationalcrimeagency.gov.uk/publications/620-NCA-Intelligence-Assessment-County-Lines-Gangs-and-Safeguarding/file>

- Criminal exploitation of children and vulnerable adults: county lines

<https://www.gov.uk/government/publications/criminal-exploitation-of-children-and-vulnerable-adults-county-lines>

**Expand box as required*

Health & Wellbeing Impact: Consider both short and long-term impacts of the activity on a person's physical and mental health, particularly for disadvantaged, vulnerable or at-risk groups. Can health and wellbeing be positively promoted through this activity?

Please tick (✓) all the relevant boxes that apply:

Positive

✓

Neutral

Overall impact:

The potential is for this service to have a long term positive impact on young people and their families although in the short term there may be negative impacts.

The Children's Commissioner reports that young people associated with gang activity (and assessed by children's social care) are 77% more likely to have the child's mental health identified as a factor at assessment than other children assessed by children's services. They are also 95% more likely to have Social, Emotional and Mental health issues identified as a primary SEN need than other children assessed by children's services.

Poverty and inequality, mixed with prior trauma and limited aspiration can combine lead to exploitation and with it significant mental ill health.

There are increasing numbers of children with complex needs – where mental ill health, unstable or unsafe family environments and learning needs combine. Our safeguarding adolescents service aims to identify and work sooner with these potentially vulnerable young people.

Negative

✓

It is recognized that the impact of development of our approach on adolescent safeguarding will be positive, in that the health and wellbeing of families in this cohort should improve as a result of identification and earlier intervention. The opportunities for jobs and employment (therefore increased household income) will be a positive. Similarly, looking holistically at the family and wider determinants of health, the systemic (whole family) approach is a positive one and enable the service to potentially address (e.g.) debt and money management in families and reduce reliance on (e.g.) foodbanks, credit and debt.




There could be perceived negative impacts for some families, particularly in the short term and when data from across the partnership has identified a young person who we believe is susceptible to future exploitation. This is not uncommon (for example the Troubled Families programme can experience similar negativity in the early stages of working with families) and this will be mitigated via

	<p>training for workers and clear guidelines on the collection and sharing of information, consistent with data protection protocols and legislation.</p> <p style="text-align: right;"><i>*Expand box as required</i></p> <p>Do you consider that a more in-depth HIA is required as a result of this brief assessment? Please tick (✓) the relevant box</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Evidence: Institute for Public Policy Research, MAKING THE DIFFERENCE BREAKING THE LINK BETWEEN SCHOOL EXCLUSION AND SOCIAL EXCLUSION (2017).</p> <p style="text-align: right;"><i>*Expand box as required</i></p>	
<p>Sources used: Strand S and Fletcher J (2011) A Quantitative Longitudinal Analysis of Exclusions from English Secondary Schools, University of Oxford</p> <p style="text-align: right;"><i>*Expand box as required</i></p>	

3. Outcome of the Assessment

The EqHIA assessment is intended to be used as an improvement tool to make sure the activity maximises the positive impacts and eliminates or minimises the negative impacts. The possible outcomes of the assessment are listed below and what the next steps to take are:

Please tick (✓) what the overall outcome of your assessment was:

	<p>1. The EqHIA identified <u>no significant concerns</u> OR the identified <u>negative concerns</u> have already been <u>addressed</u></p>		<p>Proceed with implementation of your activity</p>
	<p>2. The EqHIA identified some <u>negative impact</u> which still needs to be <u>addressed</u></p>		<p>COMPLETE SECTION 4: Complete action plan and finalise the EqHIA</p>
	<p>3. The EqHIA identified some <u>major concerns</u> and showed that it is <u>impossible to diminish negative impacts</u> from the activity to an acceptable or even lawful level</p>		<p>Stop and remove the activity or revise the activity thoroughly. Complete an EqHIA on the revised proposal.</p>

4. Action Plan

The real value of completing an EqHIA comes from the identifying the actions that can be taken to eliminate/minimise negative impacts and enhance/optimize positive impacts. In this section you should list the specific actions that set out how you will address any negative equality and health & wellbeing impacts you have identified in this assessment. Please ensure that your action plan is: more than just a list of proposals and good intentions; sets ambitious yet achievable outcomes and timescales; and is clear about resource implications.

Protected characteristic	Identified negative impact	Action taken to mitigate impact*	Outcomes and monitoring**	Timescale	Lead officer
Disability	Data around this protected characteristic, in the context of adolescent safeguarding, criminal exploitation and serious youth violence, has not been collated. Whilst there is some scattered data available, there is not enough to make any meaningful conclusion.	Commissioned services and the safeguarding adolescents service will record and collate data on this protected characteristic in future.	Data recorded may highlight trends we have not previously considered. Understanding this characteristic and the reasons leading to the development of this characteristic will enable partners to better address adolescent safeguarding	June 2020	Anita Stewart
Religion/faith	Data around this protected characteristic, in the context of	Commissioned services and the safeguarding adolescents	This characteristic is neutral in the context of equality and potential detriment of service to	To be developed and reviewed June 2021	Anita Stewart

	adolescent safeguarding, criminal exploitation and serious youth violence, has not been collated. Whilst there is some scattered data available, there is not enough to make any meaningful conclusion.	service will record and collate data on this protected characteristic in future, subject to disclosure by individuals where chosen.	individuals concerned. Any identified issues or needs required by a person's specific characteristic would be respected and considered on an individual basis.		
Gender reassignment	Data around this protected characteristics has not been collected by services.	Commissioned services and the safeguarding adolescents service will record and collate data on this protected characteristic in future, subject to disclosure by individuals where chosen.	This characteristic is neutral in the context of equality and potential detriment of service to individuals concerned. Any identified issues or needs required by a person's specific characteristic would be respected and considered on an individual basis.	To be developed and reviewed June 2021	Anita Stewart
Sexual orientation,	Data around this protected characteristic has not been collected by services.	Commissioned services and the safeguarding adolescents service will record and collate data on this protected	This characteristic is neutral in the context of equality and potential detriment of service to individuals concerned. Any identified issues or	To be developed and reviewed June 2021	Anita Stewart

		characteristic in future, subject to disclosure by individuals where chosen.	needs required by a person's specific characteristic would be respected and considered on an individual basis.		
Marriage/civil partnership	Data around this protected characteristic has not been collected by services, with regards to adolescent safeguarding.	Commissioned services and the safeguarding adolescents service will record and collate data on this protected characteristic in future, subject to disclosure by individuals where chosen.	This characteristic is neutral in the context of equality and potential detriment of service to individuals concerned. Any identified issues or needs required by a person's specific characteristic would be respected and considered on an individual basis.	To be developed and reviewed June 2021	Anita Stewart

Add further rows as necessary

* You should include details of any future consultations and any actions to be undertaken to mitigate negative impacts

** Monitoring: You should state how the impact (positive or negative) will be monitored; what outcome measures will be used; the known (or likely) data source for outcome measurements; how regularly it will be monitored; and who will be monitoring it (if this is different from the lead officer).

5. Review

In this section you should identify how frequently the EqHIA will be reviewed; the date for next review; and who will be reviewing it.

Review:

It is proposed for this assessment to be reviewed in September 2020, a year after the planned implementation of the adolescent safeguarding approach.

Scheduled date of review: September 30th 2020

Lead Officer conducting the review: Anita Stewart, Head teacher, Virtual School and Head of Youth Services and Participation.

**Expand box as required*

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CABINET

12th June 2019

Subject Heading:

Approval of changes to Havering's Children's Safeguarding Partnership

Cabinet Member:

Councillor Robert Benham

SLT Lead:

Tim Aldridge Director Children's Services

Report Author and contact details:

Kate Dempsey
01708 431096
kate.dempsey@havering.gov.uk

Policy context:

The safeguarding partnership has responsibility for developing policies and procedures for safeguarding and promoting the welfare of children in Havering.

Financial summary:

The proposed new arrangements will not exceed the cost of the current Local Safeguarding Board. It is envisaged that they will replicate the cost of the current arrangements in the first year. While there is potential for costs to reduce as economies of scale emerge, this is not a guaranteed outcome.

Is this a Key Decision?

This is a Key Decision on the grounds it has a significant effect on more than two wards; significant in that the new arrangements for safeguarding children propose a strategic partnership across a tri-borough footprint which affects all wards in the council.

When should this matter be reviewed?

September 2020

Reviewing OSC:

Children and Learning Overview and Scrutiny Sub-Committee

The subject matter of this report deals with the following Council Objectives

Communities making Havering	<input checked="" type="checkbox"/>
Places making Havering	<input type="checkbox"/>
Opportunities making Havering	<input type="checkbox"/>
Connections making Havering	<input type="checkbox"/>

SUMMARY

Further to the Children & Social Work Act 2017 gaining royal assent and the publication of the Working Together guidance 2018, the three Local Authorities LB Havering, LB Barking & Dagenham and LB Redbridge, along with the Metropolitan Police East BCU and BHR Clinical Commissioning Group have been working together to develop a new safeguarding partnership across BHR. This arrangement is designed to ensure that all agencies collaborate across shared priorities, aligning processes and workforce development in an innovative response to the new guidance.

It is proposed that small, senior group of the statutory Safeguarding Partners will take responsibility in leading the safeguarding arrangements across BHR to develop cross borough approaches where appropriate while ensuring there is a robust focus on local safeguarding priorities. This group will provide challenge, oversight and guidance and ensure there is adequate independent scrutiny. The group will seek to resolve any inter- agency conflict that arise and will maintain an ongoing overview on the system as the changes embed

Each local authority area will construct an arrangement designed to meet local needs, with the core purpose of offering oversight and challenge to the local safeguarding system and ensuring that that work is done as effectively and safely as it can be.

The changes published in *Working Together to Safeguard Children* provide us with an opportunity to consider our options for consolidating our safeguarding partnership responsibilities with our neighbouring boroughs. There has been a great deal of organisational change across the partnership over the last few years, resulting in the police implementing a 'tri-borough' Borough Command Unit (BCU) and in addition, both BHRUT and the CCG already operate across the same footprint. As a local authority, we are already working (or exploring options for doing so) as a tri-borough in an increasing number of areas, including our Child Death Overview Panel, joint commissioning, and sector-led improvement for Children's Services. There is the prospect of replacing the LSCB with new, more flexible, local safeguarding arrangements which also aligns well with the Integrated Care Partnership approach.

Every Local Authority area is required to publish the plan for these new arrangements by the end of June 2019, and implement this new arrangement by September 2019.

RECOMMENDATIONS

Based on this report Cabinet is recommended:

- (i) Approve the principles and approach to the new safeguarding arrangements and child death reviews as set out in this report
- (ii) Agree to delegate to the Director of Children’s Services, after consultation with the Cabinet Member for Education, Children & Families, the responsibility for finalising the plan for the new arrangements by 29th June 2019.
- (iii) Approve the arrangements for Independent Scrutiny set out at 3.1 below.

REPORT DETAIL

1. Outline of the Safeguarding Partnership Proposals for the area covering Havering, Barking and Dagenham and Redbridge (“BHR”)

1.1 Following discussions between the relevant child safeguarding agencies in the BHR area proposals have been made for new arrangements in the light of the requirements to adopt new approaches contained in the Children and Social Work Act 2017.

1.2 The model is founded on the following seven principles:

- 1. A joint commitment to meet the needs of the most vulnerable children and young people in our communities will drive everything we do;
- 2. Where it is better for children, we will work across the wider footprint of the BHR health and care economy; where it is better we respond locally, then we will do so to ensure delivery of the safeguarding priorities for each individual borough;
- 3. As safeguarding partners we will strive to make joint decisions wherever possible, while also recognising the subsidiarity within the joint arrangements;
- 4. The core focus of this Plan is on our quality assurance and scrutiny functions. We will develop an approach that is characterised by reflective learning and appreciative inquiry;
- 5. We will use this Plan and future iterations of it to reduce duplication and repeated demands on those agencies that work across more than one local authority area;
- 6. As Safeguarding Partners we will take the lead responsibility for these arrangements. We will ensure that relevant local agencies are asked to contribute proportionately and in a focussed way to key, relevant priorities;

7. The structure designed to support our arrangements will flex and respond to meet need and circumstances: form will very clearly be driven by function

1.3 Staff in all agencies across BHR will follow the Pan-London Child Protection Procedures. These will continue to govern the operational delivery of safeguarding services to children and young people across our area.

2. Structure and Functions:

2.1 Safeguarding Leadership Group

There will be regular meetings of the statutory Safeguarding Partners – the DCS for each of the three boroughs; the East BCU Commander (Met Police) and the CCG’s Chief Nurse. This small, senior group will take the appropriate level of responsibility in leading the safeguarding arrangements across BHR and in particular will:

- (a) Develop cross-borough responses where it makes sense so to do;
- (b) Ensure that local arrangements are focussed on local issues and that local learning is made available across the BHR area;
- (c) Identify themes and activities that require independent scrutiny, and commission scrutiny providers to provide challenge and guidance (see section on Independent Scrutiny);
- (d) Resolve any inter-agency conflict as might arise;
- (e) Maintain an ongoing overview of the new system as the changes begin to happen.

2.2 Local area Safeguarding Partnership Group

2.2.1 Each local authority area will construct an arrangement designed to meet local needs.

2.2.2 Each will have a core purpose of offering oversight and challenge to the local safeguarding system and ensuring that that work is done as effectively and safely as it can be. The current local proposals are:

2.2.3 Havering will retain a focussed group chaired by the Director of Children’s Services, to work in conjunction with the BHR Partnership and provide overall strategic direction and governance for the safeguarding partnership within Havering. The Havering Safeguarding Partnership Group (HSPG) will develop and oversee the implementation of an annual work programme, identifying key priorities for the partnership, and agreeing objectives for the partnership and individual agencies. Providing leadership and oversight, the HSPG will ensure that the local partnership is effective and provides opportunity for the alignment of safeguarding priorities across agencies and in the wider community of Havering. It will be aligned with national and regional safeguarding work to ensure that local work both learns from and contributes to national best practice.

2.2.4 To facilitate effective scrutiny of interdependent work areas, four local thematic groups overseen by the HSPG are envisaged, each to be chaired by a member of the HSPG. The themes will be: Adolescent Safeguarding; Quality and Effectiveness; Schools and Learners; and Case Review Group. The HSPG will also develop Task and Finish Groups as required to examine areas of particular concern. Terms of reference will be drawn up for the HSPG, Task and Finish groups and thematic work groups to ensure clarity of purpose.

2.2.5 The Havering Safeguarding Partnership Group will liaise with and receive relevant reports from other local **Strategic Partnerships**, such as the **Health and Well-Being Board, Community Safety Partnership**, and the **Safeguarding Adults Board**. At times it will be appropriate to agree joint work with such partnerships.

3. Independent Scrutiny & Governance

3.1 The London Borough of Havering will commission an independent person with significant experience in the strategic co-ordination of multi-agency services to safeguard and promote the welfare of children to scrutinise the work of the HSPG through various mechanisms such as observation of processes, review of minutes, and evolving dialogue with stakeholders, particularly children, young people and their families. The independent person will be asked to comment on the partnership arrangements and to make recommendations for future scrutiny activity. The independent person will provide a report to Cabinet by June 2020 as to how the implementation has progressed with recommendations for frequency of reporting thereafter.

There will be bespoke training for Members to strengthen and inform the scrutiny and governance they bring to bear on the new arrangements at committee and Lead Member level.

3.2 The London Borough of Barking and Dagenham (LBB) will retain a smaller, more focussed group, chaired by their Director of Children's Services. (LBB intend to commission an individual approach to independent scrutiny).

3.3 The London Borough of Redbridge (LBR) will retain a multi-agency partnership, again smaller than currently exists and which will be chaired by an independent chair. LBR have indicated an interest in sharing independent scrutiny arrangements with LB Havering.

4. The Work Programme 2019-20

The BHR Safeguarding Partnership Group has identified three main goals for 2019-20:

4.1 Adolescents both at Risk and who present a Risk

- 4.1.1 There has already been a determination that the first major priority theme within these new safeguarding arrangements is that of, and which will need to cover issues associated with, gang membership and knife crime. This is a clear example of a current pressing issue, felt in all areas, where borough boundaries are irrelevant for both perpetrators and victims of harm and where all agencies have a contribution to make at some level.
- 4.1.2 There is a need to look at the development of a contextual safeguarding approach across the area and a need to actively engage with local communities and young people in seeking to improve responses and to keep more young people safe. The work will coincide with the first review being commissioned by the National Child Safeguarding Practice Panel, which is focussed on adolescents and criminal exploitation.
- 4.1.3 The task and finish group will be asked to review current practice, both strategically and operationally, identify areas of good and best practice that can be more widely adopted, examine the roles and contributions of the existing multi agency arrangements to address the needs of young people at risk.

4.2 Independent Scrutiny.

- 4.2.1 We are committed to the value independent scrutiny can bring to all of our safeguarding work. Holding a mirror up to that work is crucial to provide confidence that practices are as safe and effective as possible. We are committed to seeking challenge that is informed, expert (including expert by experience) and focussed on our overall commitment towards continual improvement.
- 4.2.2 There is a requirement under the new guidance to ensure that a mechanism for independent scrutiny of these Safeguarding Partnership Arrangements is in place.
- 4.2.3 Across BHR there needs to be a range of scrutiny processes in play so we can be assured that added value is being delivered, and we will develop a menu of scrutiny processes that will include:
 - Developing inter-borough peer review and challenge;
 - 1. Promoting the role of children, young people and families to actively engage in system challenge and scrutiny;
 - 2. Commissioning external challenge from experts who have a proven track record in the area under scrutiny;
 - 3. Consider the best way to ensure the “Voice of the Child” is captured in independent scrutiny arrangements.

4.3 Common Processes and Approaches

4.3.1 A number of functions and activities have been identified that could be more efficiently provided either once across the whole area or at least to common templates and processes. We will therefore commission another task and finish group to work on these, building on the best of the work already underway under the governance of the three respective LSCBs and bringing to a conclusion some good work that has already been initiated by those Boards. We have already constructed a response to the Child Death Overview Panel (CDOP) duties across our three areas and we want to extend and expand that approach as far as possible. In particular, we want this group to develop responses to the following, set out against the aspirations and commitments we have agreed for each of these areas of work:

4.3.2 Rapid Reviews

4.3.2.1 Aim: Compliance with the national requirement to complete rapid reviews within 15 working days; reviews that offer the necessary narrative and analysis that enables local partners and the National Safeguarding panel to make informed choices about the way(s) forward and the quick and effective dissemination of learning back into the system.

4.3.2.2 Given these are by definition, case specific, they will be carried out within the area of residence for the child/family involved. We will use our existing local arrangements for the conduct of Serious Case Reviews to conduct these reviews. However, we will develop a common template for all agencies who might be asked to contribute to such a review. The Safeguarding Partners will sign off any completed review and in particular ensure that any recommendations contained therein – whether to conduct a Local Safeguarding Review, whether to conduct any other form of local response; to recommend a national review or to not do any review of any description – are properly owned by the local system.

4.3.2.4 All rapid reviews, regardless of their proposed outcomes, will be tabled both within the local arrangements and with the tri-borough Safeguarding Partners' meeting – it is important that all are sighted on specific incidents of concern and abuse that trigger the rapid review threshold. Safeguarding Partners will want to identify any emerging themes, which might lend themselves to a thematic local child safeguarding practice review.

4.3.3 Local Child Safeguarding Practice Reviews

4.3.3.1 Aim: the completion of LCSP reviews that are short, focussed and reflective, enabling effective dissemination of learning across the system and that meet the standards set out in Working Together 2018 and are responsive to any future guidance from the National Panel.

4.3.3.2 These are child specific and will need to be commissioned and delivered within the relevant authority boundary. Completed reviews will be tabled both locally and across the wider area. In particular, the Safeguarding

Partners will want to maintain an oversight on emerging themes and risks and the production of a review in one area may result in a stocktake and diagnostic in the others.

4.3.4 Multi Agency Case Evaluations/Learning Reviews.

4.3.4.1 Aim: quality assuring safeguarding systems requires regular and challenging reviews of existing practice and service delivery. Our core focus is to enable reflective learning with a strong focus on 'what works'

4.3.4.2 In addition to the LCSP Reviews as required by Working Together, as Safeguarding Partners we are committed to developing a culture of learning and improvement across the whole area. Relevant staff across the three areas will come together to develop a shared programme of reviews across the local system, the outcomes of which will be shared across the whole area. They will identify an agreed methodology for these reviews with a particular focus on not just involving front-line practitioners but enabling them to conduct and lead on practice evaluations; and to identify examples of good effective safeguarding practice that can be reviewed and analysed and findings disseminated.

4.3.5 Agency Challenge

4.3.5.1 Aim: an assurance that all agencies are making their appropriate contribution to the safeguarding of vulnerable children and young people and are contributing as required to the local safeguarding system. Working Together 2018 is clear in setting out the crucial contribution to 'relevant agencies' especially but not solely schools, colleges, other education providers and early year's settings.

4.3.5.2 The Safeguarding Partners will no longer be subject to a Section 11 Children Act 2004 audit. Health providers should be enabled to rely on their reporting against their contracts as appropriate and cross-boundary agencies will only be asked to do a single return. We will develop a model of (section 11) assurance based on firstly, an agency specific clarity about exactly where their duties to safeguard children and young people lie, secondly an identification of what 'good' looks like in those areas.

4.3.6 Data Analysis and Challenge

4.3.6.1 Aim: we will establish a short focussed dataset designed to focus on the outcomes for children and young people across the system and that add value to our overall scrutiny work 4.3.6.2 As with our commitments around independent scrutiny, so our approach to the construction and purpose of a multi-agency dataset will be driven by the need to add value to work already underway across all partner agencies. We will develop data that focusses on outcomes rather than processes and seek to mirror the data analytical work undertaken within the Police. We will have both an area-wide and local data sets and intelligence gathered from them will be added

to that emerging from case and practice evaluations and from our scrutiny work to give a detailed overview into the quality of safeguarding practice in our area(s).

5 New Arrangements for Child Death Reviews

5.1 The Children Act 2004 introduced a requirement for local authorities in England to review the death of any child resident in their area.

5.2 Review¹ of the resulting Child Death Overview Panel (CDOP) process found that only a small proportion of child deaths were the result of neglect or abuse and these were reliably identified and investigated through parallel safeguarding procedures. The majority of modifiable factors associated with child deaths relate to sub-optimal clinical care or lifestyle and societal factors that might be amenable to more effective public health action.

5.3 This analysis informed changes introduced in the Children and Social Work Act 2017 and subsequent statutory guidance² which require: -

- a) Responsibility for child death review to shift from Local Safeguarding Children Boards (LSCBs) to a joint partnership of local authorities and clinical commissioning groups (CCGs), named Child Death Review Partners (CDRP)
- b) Arrangements to cover a minimum geographical footprint yielding sufficient deaths (estimated to be between 60 and 150 per annum) to identify local patterns in cause of death and underlying modifiable factors and monitor trends overtime.
- c) Every child death to be subject to a thorough mortality review led by clinicians in the acute hospital most involved in the care of that child
- d) Support to families affected by child death to be improved by :-
 - (i) identification of a key worker to support the family and help them understand the circumstances of the death
 - (ii) the offer of bereavement support, if needed, at an appropriate time.

5.4 As with other changes regarding children's safeguarding, CDRPs must publish their plans by 29th June and have until 29th September 2019 to meet the new statutory requirements.³

¹ Wood Report: Review of the role and functions of Local Safeguarding Children Boards DfE 2016
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/526329/Alan_Wood_review.pdf

² Child death review: statutory and operational guidance (England) DHSC 2018.
<https://www.gov.uk/government/publications/child-death-review-statutory-and-operational-guidance-england>

³ Working Together: transitional guidance DfE 2018
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/722306/Working_Together-transitional_guidance.pdf

5.5 There are on average around 60 deaths in the Barking Havering and Redbridge patch each year, of which 12 are in Havering. This is also the footprint of the developing Integrated Care System, which will provide the bulk of care for children and their families. Hence BHR CCGs and the three boroughs are currently working together to put in place new arrangements, with BHRUHT and NELFT, and other partners including the MPS, and the Coroner.

REASONS AND OPTIONS

6. Reasons for the decision:

6.1 The Children and Social Work Act 2017 received royal assent on 27th April 2017. Section 16E of the Act requires each Local Authority Area to establish local arrangements for safeguarding and promoting the welfare of children:

- The safeguarding partners for a local authority area in England must make arrangements for —
 - the safeguarding partners, and
 - any relevant agencies that they consider appropriate, to work together in exercising their functions, so far as the functions are exercised for the purpose of safeguarding and promoting the welfare of children in the area.
- The arrangements must include arrangements for the safeguarding partners to work together to identify and respond to the needs of children in the area.
- In this section “relevant agency”, in relation to a local authority area in England, means a person who—
 - is specified in regulations made by the Secretary of State, and
 - exercises functions in that area in relation to children;
- “safeguarding partner”, in relation to a local authority area in England, means—
 - the local authority;
 - a clinical commissioning group for an area any part of which falls within the local authority area;
 - the chief officer of police for a police area any part of which falls within the local authority area.”

6.2 Working Together 2018 guidance (chapter 3, paragraphs 6 & 9) states:

- The three safeguarding partners should agree on ways to co-ordinate their safeguarding services; act as a strategic leadership group in supporting and engaging others, and implement local and national learning including from serious child safeguarding incidents
- In order to work together effectively, the safeguarding partners with other local organisations and agencies should develop processes that:

- facilitate and drive beyond usual institutional agency constraints and boundaries
- ensure the effective protection of children is founded on practitioners developing lasting and trusting relationships with children and their families

6.3 Other options considered:

6.31 The option of maintaining the status quo has been considered and is not recommended as each local authority area is legally required to establish and publish new local arrangements.

6.32 The other option which could be considered is preserving the current geographical borough boundary for the new safeguarding arrangements. This has not been pursued due to the clear benefits of working together across a BHR footprint: borough boundaries are becoming less relevant in safeguarding work particularly in relation to adolescents; numerous shared priorities have been identified in the course of partnership working; and a desire to reduce the burden on the public purse resulting from duplication and repeated demands on those agencies that work across more than one local authority area. This proposed safeguarding partnership also aligns well with the Integrated Care Partnership approach.

IMPLICATIONS AND RISKS

7. Financial implications and risks

7.1 The cost of the new safeguarding arrangements will not exceed the existing costs for the Local Safeguarding Children Board (LSCB) and Local Safeguarding Adults Board (LSAB), and there are potential economies of scale which may be realised in subsequent years.

7.2 The costs of the new Safeguarding Partnership will be met from cost centre A39000. The Net budget for 2019/20 is £144,570, against which net expenditure is projected at £166,835 resulting in an overspend position for 19/20 of £22k, as follows:-

A39000	Revised Budget 18/19	Actual 18/19	Variance 18/19	Budget 19/20	Projected Cost 19/20	Projected Variance 19/20
Expenditure						
Employee Costs	123,460	151,391	+27,931	119,760	175,204	+55,444
Supplies and Services	89,170	69,398	-19,772	89,170	62,537	-26,633
Total Expenditure	212,630	220,790	+8,160	208,930	237,741	+28,811
Income						
Partner Agency Contributions	-64,360	-71,954	-7,594	-64,360	-70,906	-6,546
Total Income	-64,360	-71,954	-7,594	-64,360	-70,906	-6,546
Accrual Balance						
Mar-18	0	-74,500				
Mar-19	0	73,981				
Total Accrual	0	-519	-519	0	0	+0
Transfers from Reserve						
LBA Pay Protection	-190	-189	+1	0	0	+0
Total Transfer	-190	-189	+1			
Total Net Expenditure	148,080	148,128	+48	144,570	166,835	+22,265

7.3 However, this overspend can be offset against the £73,981 income balance that has been carried forward from 2017/18. Figures for partner agency contributions assume continuation of current levels including £28,706 from the Clinical Commissioning Group, £5000 from MOPAC and contributions from other partner agencies to a total £64,360.

7.4 The service has confirmed that the unspent income balance will be fully utilised in 2019/20 and 2020/21. It has been identified that this balance will be used to fund SARs and learning reviews and redevelopment of Board websites. To ensure maximum resources are available for these development areas, it is imperative that the service continues to ensure partner agency contributions are received in a timely manner. From 2020/21 onwards, costs are proposed to be met within the existing partner contributions.

7.5 The projected costs associated with the Safeguarding Partnership arrangements will need to be monitored as part of the monthly budget monitoring process, to ensure delivery against the existing budget.

8. Legal implications and risks:

8.1 Section 16 of the Children Act 2004 (as amended by the Children and Social Work Act 2017) requires the safeguarding partners and relevant

agencies to work together in exercising their functions in respect of safeguarding and promoting the welfare of children in the area.

8.2 The proposed arrangements must be published and must include scrutiny by an independent person of the effectiveness of the arrangements (section 16 G

8.3 The Working Together Transitional Guidance states that from 29 June 2018, local authority areas must begin their transition from LSCBs to safeguarding partner and child death review partner arrangements. The transition must be completed by 29 September 2019.

8.4 The proposed changes to local safeguarding arrangements and Child death overview panels should ensure that the Council and its partners comply with this legislation and statutory Guidance.

9. Human Resources implications and risks:

9.1 There are immediate implications for the role of the independent chair and implications for other roles may emerge as processes become aligned, but these will not occur in 2019/20. The partnership will carefully consider the implications for existing roles and be clear in terms of the staffing structure that is needed before and as this new arrangement embeds, as there may be staffing implications in the three boroughs which will require a formal consultation process and TUPE implications (as for example is the case with the changes to bring arrangements for Child Death Overview Panel to a tri borough footing).

10. Equalities implications and risks:

The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to:

- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- (ii) the need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;
- (iii) foster good relations between those who have protected characteristics and those who do not.

‘Protected characteristics’ are: age, sex, race, disability, sexual orientation, marriage and civil partnerships, religion or belief, pregnancy and maternity and gender reassignment.

Exploitation of young people directly impacts on community cohesion and the general sense of wellbeing. Therefore, our work on adolescent safeguarding will be an integral component of our community cohesion agenda. An EIA has also been completed in relation to adolescent safeguarding

The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio-economics and health determinants. An Equality and Health Impact Assessment is being completed.

BACKGROUND PAPERS

None.

Appendices:

Appendix 1: EqHIA on Changes to Havering Children's Safeguarding Partnership
May 2019

Documents of interest for information and reference:

Wood Report: review of the role and functions of Local Safeguarding Children Boards (March 2016)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/526329/Alan_Wood_review.pdf

Children & Social Work Act 2017 Chapter 2

<https://www.legislation.gov.uk/ukpga/2017/16/contents>

Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children 2018

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779401/Working_Together_to_Safeguard-Children.pdf

Working Together: transitional guidance: Statutory guidance for Local Safeguarding Children Boards, local authorities, safeguarding partners, child death review partners, and the Child Safeguarding Practice Review Panel (July 2018)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/722306/Working_Together-transitional_guidance.pdf

Child death review: statutory and operational guidance (England) DHSC 2018.

<https://www.gov.uk/government/publications/child-death-review-statutory-and-operational-guidance-england>

Equality & Health Impact Assessment (EqHIA)

Document control

Title of activity:	Changes to Havering's Children's Safeguarding Partnership
Lead officer:	Martin Wallace, Partnerships and Learning Manager, Learning and Achievement, Children's Services
Approved by:	Kate Dempsey, Principal Social Worker and Head of Social Care Practice for Children and Adults, Children's Services
Date completed:	20/05/2019
Scheduled date for review:	To be advised

Please note that the Corporate Policy & Diversity and Public Health teams require at least **5 working days** to provide advice on EqHIAs.

Did you seek advice from the Corporate Policy & Diversity team?	Yes
Did you seek advice from the Public Health team?	No
Does the EqHIA contain any confidential or exempt information that would prevent you publishing it on the Council's website?	No

Please note that EqHIAs are **public** documents and must be made available on the Council's [EqHIA webpage](#).

Please submit the completed form via e-mail to EqHIA@havering.gov.uk thank you.

1. Equality & Health Impact Assessment Checklist

Please complete the following checklist to determine whether or not you will need to complete an EqHIA and ensure you keep this section for your audit trail. If you have any questions, please contact EqHIA@havering.gov.uk for advice from either the Corporate Diversity or Public Health teams. Please refer to the Guidance in Appendix 1 on how to complete this form.

About your activity

1	Title of activity	Changes to Havering's Children's Safeguarding Partnership		
2	Type of activity	Strategic development of new Safeguarding Partnership meet statutory obligation to establish and publish new local arrangements		
3	Scope of activity	Development of a new joint Safeguarding Partnership across three Local Authorities – LB Havering, LB Barking & Dagenham, and LB Redbridge – alongside the local Metropolitan Police Borough Command Unit and NHS Clinical Commissioning Group. The proposed new arrangements are designed to ensure that all agencies collaborate across shared priorities, aligning processes and workforce development in an innovative response to the statutory guidance.		
4a	Are you changing, introducing a new, or removing a service, policy, strategy or function?	Yes	If the answer to <u>any</u> of these questions is 'YES', please continue to question 5.	If the answer to <u>all</u> of the questions (4a, 4b & 4c) is 'NO', please go to question 6.
4b	Does this activity have the potential to impact (either positively or negatively) upon people (9 protected characteristics)?	Yes		
4c	Does the activity have the potential to impact (either positively or negatively) upon any factors which determine people's health and wellbeing?	Yes		
5	If you answered YES:	Please complete the EqHIA in Section 2 of this document. Please see Appendix 1 for Guidance.		
6	If you answered NO:	<p><i>Please provide a clear and robust explanation on why your activity does not require an EqHIA. This is essential in case the activity is challenged under the Equality Act 2010.</i></p> <p><i>Please keep this checklist for your audit trail.</i></p>		

Completed by:	Martin Wallace, Partnerships and Learning Manager, Learning and Achievement, Children's Services
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Date:	20/05/2019
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2. The EqHIA – How will the strategy, policy, plan, procedure and/or service impact on people?

Background/context:
<p>To comply with statutory guidance set out in the Children & Social Work Act 2017 and Working Together 2018, the three Local Authorities LB Havering, LB Barking & Dagenham and LB Redbridge, along with the Metropolitan Police East BCU and BHR Clinical Commissioning Group, have been working together to develop a new tri-borough executive Safeguarding Partnership arrangement across the shared footprint.</p> <p>This arrangement is designed to ensure that all agencies collaborate across shared priorities, aligning processes and workforce development in an innovative response to the new guidance.</p> <p>Havering will develop a local Safeguarding Partnership operational group to ensure that local demographics and priorities are not lost within the tri-borough arrangements.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>

Who will be affected by the activity?
<p>This activity will affect children aged 0-18 and their carers and parents resident in Havering.</p> <p>This is because executive decision making about safeguarding children in Havering will be made by a group whose focus will also include children in Barking & Dagenham and Redbridge, where local demographics, priorities and ways of working will inevitably be different.</p> <p>Although the planned alignment of processes between the three boroughs will have no direct impact on the level of service provision, it does seek to enhance the strategic co-ordination of work by all stakeholder agencies to safeguard and promote of the welfare of children in Havering.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>

Protected Characteristic - Age: Consider the full range of age groups		
<i>Please tick (✓) the relevant box:</i>		Overall impact: The development of the tri-borough BHR executive Safeguarding
Positive	✓	

Neutral		Partnership is unlikely to impact on any citizens of Havering because of their age.
Negative		
<i>*Expand box as required</i>		
Evidence:		
All safeguarding activity and intervention with children and their carers and parents in Havering is in accordance with legislation and statutory guidance shared with Barking & Dagenham and Redbridge.		
Alignment of working processes, sharing good practice and focusing on inter-borough themes between the three boroughs based on emerging service priorities for children and young people (for example, knife crime) is likely to have a positive impact on citizens in Havering due to their age.		
<i>*Expand box as required</i>		
Sources used:		
Children & Social Work Act 2017 Working Together 2018		
<i>*Expand box as required</i>		

Protected Characteristic - Disability: Consider the full range of disabilities; including physical mental, sensory and progressive conditions		
<i>Please tick (✓) the relevant box:</i>		Overall impact: The development of the tri-borough BHR executive Safeguarding Partnership is unlikely to impact on any citizens of Havering because of any disability they may have.
Positive		
Neutral	✓	
Negative		
<i>*Expand box as required</i>		
Evidence:		
The special educational needs and disability (SEND) local offer to children and their carers and parents in Havering is in accordance with legislation shared by Barking & Dagenham and Redbridge.		
<i>*Expand box as required</i>		
Sources used:		
Children and Families Act 2014 Children & Social Work Act 2017		
<i>*Expand box as required</i>		

Protected Characteristic - Sex/gender: Consider both men and women		
Please tick (✓) the relevant box:		Overall impact: The development of the tri-borough BHR executive Safeguarding Partnership is unlikely to impact on any citizens of Havering because of their sex or gender. <i>*Expand box as required</i>
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	
Evidence: All safeguarding activity and intervention with children and their carers and parents in Havering is in accordance with legislation and statutory guidance shared with Barking & Dagenham and Redbridge. This legislation and statutory guidance applies equally and proportionately to males and females. <i>*Expand box as required</i>		
Sources used: Children & Social Work Act 2017 Working Together 2018 <i>*Expand box as required</i>		

Protected Characteristic - Ethnicity/race: Consider the impact on different ethnic groups and nationalities		
Please tick (✓) the relevant box:		Overall impact: The development of the tri-borough BHR executive Safeguarding Partnership is likely to have positive impact on members of Havering's Black and Minority Ethnic (BME) population. <i>*Expand box as required</i>
Positive	<input checked="" type="checkbox"/>	
Neutral	<input type="checkbox"/>	
Negative	<input type="checkbox"/>	
Evidence: Comparative data sets shared as part of the development of the tri-borough BHR executive Safeguarding Partnership indicates that Havering's BME population is 13.8% of the overall population, the lowest in London. This compares to 63.6% for Barking & Dagenham, which is above the London average of 60.8%. (Comparative data has not been shared by Redbridge as yet.) This suggests that issues around ethnicity and race will have greater prominence in decision making about Havering citizens at the tri-borough BHR executive Safeguarding Partnership. The local Havering Safeguarding Partnership group will ensure that consideration continues to be given to issues affecting all categories across the local demographic. <i>*Expand box as required</i>		

Sources used:

Comparative data sets shared by LB Barking & Dagenham and LB Havering to contribute to the report on the BHR Safeguarding Partnership being prepared by independent consultant Mark Gurrey.

**Expand box as required*

Protected Characteristic - Religion/faith: Consider people from different religions or beliefs including those with no religion or belief

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact:

The development of the tri-borough BHR executive Safeguarding Partnership is likely to have positive impact on citizens in Havering who belong to the Buddhist, Hindu, Muslim and Sikh faiths. It could also potentially have a negative impact on citizens in Havering who observe the Christian and Jewish faiths, and those who have no religion. However, steps will be taken to ensure that the overall impact remains neutral.

**Expand box as required*

Evidence:

The following comparative data is drawn from the 2011 Census:

Faith	Havering	B&D
Christian	65.6%	56.0%
Buddhist	0.3%	0.45%
Hindu	1.2%	2.40%
Jewish	0.5%	0.23%
Muslim	2.0%	13.7%
Sikh	0.8%	1.6%
Other Religion	0.3%	0.3%
No Religion	22.6%	18.9%
No Response	6.7%	6.4%

This suggests that issues relating to the Buddhist, Hindu, Muslim and Sikh faiths could have greater prominence in decision making about Havering citizens at the tri-borough BHR executive Safeguarding Partnership; and that issues relating to the Christian and Jewish faiths, and to people who have no religion or faith, could have less prominence.

However, the local Havering Safeguarding Partnership group will ensure that consideration continues to be given to issues affecting all categories across the local demographic.

**Expand box as required*

<p>Sources used:</p> <p>2011 Census</p> <p style="text-align: right;"><i>*Expand box as required</i></p>

Protected Characteristic - Sexual orientation: Consider people who are heterosexual, lesbian, gay or bisexual

<i>Please tick (✓) the relevant box:</i>		<p>Overall impact:</p> <p>The development of the tri-borough BHR executive Safeguarding Partnership is unlikely to impact on any citizens of Havering because of their sexual orientation.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	

Evidence:

All safeguarding activity and intervention with children and their carers and parents in Havering is in accordance with legislation and statutory guidance shared with Barking & Dagenham and Redbridge.

This legislation and statutory guidance applies equally and proportionately to people who are heterosexual, lesbian, gay and bisexual.

**Expand box as required*

<p>Sources used:</p> <p>Children & Social Work Act 2017 Working Together 2018</p> <p style="text-align: right;"><i>*Expand box as required</i></p>

Protected Characteristic - Gender reassignment: Consider people who are seeking, undergoing or have received gender reassignment surgery, as well as people whose gender identity is different from their gender at birth

<i>Please tick (✓) the relevant box:</i>		<p>Overall impact:</p> <p>The development of the tri-borough BHR executive Safeguarding Partnership is unlikely to impact on any citizens of Havering who are seeking, undergoing or have received gender reassignment surgery, or anyone whose gender identity is different from their gender at birth.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	

Evidence:

All safeguarding activity and intervention with children and their carers and parents in Havering is in accordance with legislation and statutory guidance shared with Barking & Dagenham and Redbridge.

This legislation and statutory guidance does not discriminate against anyone on the basis of their gender identity.

In addition, Havering Safeguarding Children's Board (the body now being replaced by the new Safeguarding Partnership arrangements) developed a local Transgender Guidance document. This will be shared with the tri-borough BHR executive Safeguarding Partnership as an example of best practice, with a recommendation that its principles are also applied across Barking & Dagenham and Redbridge.

**Expand box as required*

Sources used:

Children & Social Work Act 2017

Working Together 2018

Equalities Act 2010

Havering Safeguarding Children's Board Transgender Guidance, July 2018



Havering LSCB
Transgender Guidanc

**Expand box as required*

Protected Characteristic - Marriage/civil partnership: Consider people in a marriage or civil partnership

Please tick (✓)
the relevant box:

Positive

Neutral

Negative

Overall impact:

The development of the tri-borough BHR executive Safeguarding Partnership is unlikely to impact on any citizens of Havering who are in a marriage or civil partnership.

**Expand box as required*

Evidence:

All safeguarding activity and intervention with children and their carers and parents in Havering is in accordance with legislation and statutory guidance shared with Barking & Dagenham and Redbridge.

This legislation and statutory guidance applies equally and proportionately to families where carers and parents are in a marriage or civil partnership, or in neither.

**Expand box as required*

Sources used:

Children & Social Work Act 2017
Working Together 2018

**Expand box as required*

Protected Characteristic - Pregnancy, maternity and paternity: Consider those who are pregnant and those who are undertaking maternity or paternity leave

<i>Please tick (✓) the relevant box:</i>		Overall impact: The development of the tri-borough BHR executive Safeguarding Partnership is likely to have positive impact on citizens of Havering who are pregnant and those who are undertaking maternity or paternity leave.
Positive	✓	
Neutral		
Negative		

**Expand box as required*

Evidence:

Comparative data sets shared as part of the development of the tri-borough BHR executive Safeguarding Partnership indicates that Havering’s rate of births per 1,000 women is 69.9, which is below the London average. This compares to 82.6 for Barking & Dagenham, which is the highest in London. (Comparative data has not been shared by Redbridge as yet.) This suggests that issues affecting those who are pregnant or undertaking maternity or paternity leave will have greater prominence in decision making about Havering citizens at the tri-borough BHR executive Safeguarding Partnership.

**Expand box as required*

Sources used:

Comparative data sets shared by LB Barking & Dagenham and LB Havering to contribute to the report on the BHR Safeguarding Partnership being prepared by independent consultant Mark Gurrey.

**Expand box as required*

Socio-economic status: Consider those who are from low income or financially excluded backgrounds

<i>Please tick (✓) the relevant box:</i>		Overall impact: The development of the tri-borough BHR executive Safeguarding Partnership is likely to have positive impact on citizens of Havering who are from low income or financially excluded backgrounds.
Positive	✓	
Neutral		
Negative		

**Expand box as required*

Evidence:

Comparative data sets shared as part of the development of the tri-borough BHR executive Safeguarding Partnership indicates that Havering’s unemployment rate is 4.7% of the overall population, which is below the London average of 5.1%. This compares to 6.3% for Barking & Dagenham, which is higher than the London average. (Comparative data has not been shared by Redbridge as yet.) This suggests that issues affecting those from low income or financially excluded backgrounds will have greater prominence in decision making about Havering citizens at the tri-borough BHR executive Safeguarding Partnership.

**Expand box as required*

Sources used:

Comparative data sets shared by LB Barking & Dagenham and LB Havering to contribute to the report on the BHR Safeguarding Partnership being prepared by independent consultant Mark Gurrey.

**Expand box as required*

Health & Wellbeing Impact: Consider both short and long-term impacts of the activity on a person’s physical and mental health, particularly for disadvantaged, vulnerable or at-risk groups. Can health and wellbeing be positively promoted through this activity? Please use the Health and Wellbeing Impact Tool in Appendix 2 to help you answer this question.




<i>Please tick (✓) all the relevant boxes that apply:</i>		Overall impact: Positive
Positive	✓	<p>The stated objective of the tri-borough BHR executive Safeguarding Partnership is to make arrangements to work together, and support and engage others, to safeguard and promote the welfare of all children within the shared footprint. By definition, this includes the promotion of positive physical and mental health, particularly for disadvantaged, vulnerable and at-risk groups.</p> <p>A key positive is the proposed new arrangement for Child Death Reviews. Increasing the geographical footprint of the area of investigation will allow more sophisticated analysis of trends and cause of death in relation to underlying modifiable factors. Such analysis is intended to help support the identification of children at risk and intervene with early help.</p>
Neutral		
Negative	✓	
		<p>The report openly acknowledged that drawing together the partnership may lead to inter-agency conflict, which may affect members’ level of stress and mental wellbeing. This may be mitigated through a system of ongoing review and independent scrutiny.</p> <p>In addition, the report states that there may be some impact on staffing; in terms of impact on health and wellbeing, any potential loss of employment may cause stress, anxiety and possible loss of income.</p> <p>Any potential staffing implications will be considered under TUPE arrangements and will be further explored in a subsequent EqHIA.</p>

	<p>It is recognised that consolidating the Safeguarding arrangements across the tri-borough area may inadvertently lead to identified needs in one area overshadowing or perhaps taking precedence over another area’s needs. However, this is mitigated for by Principle 2 of the partnership model – “Where it is better for children, we will work across the wider footprint of the BHR health and care economy; where it is better we respond locally, then we will do so to ensure delivery of the safeguarding priorities for each individual borough”.</p> <p style="text-align: right;"><i>*Expand box as required</i></p> <p>Do you consider that a more in-depth HIA is required as a result of this brief assessment? Please tick (✓) the relevant box</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Evidence:</p> <p>The purpose of Safeguarding Partnership is set out in the Children and Social Work Act 2017 and Working Together 2018.</p> <p style="text-align: right;"><i>*Expand box as required</i></p>	
<p>Sources used:</p> <p>Children & Social Work Act 2017 Working Together 2018</p> <p style="text-align: right;"><i>*Expand box as required</i></p>	

3. Outcome of the Assessment

The EqHIA assessment is intended to be used as an improvement tool to make sure the activity maximises the positive impacts and eliminates or minimises the negative impacts. The possible outcomes of the assessment are listed below and what the next steps to take are:

Please tick (✓) what the overall outcome of your assessment was:

	1. The EqHIA identified <u>no significant concerns</u> OR the identified <u>negative concerns</u> have already been <u>addressed</u>		Proceed with implementation of your activity
	2. The EqHIA identified some <u>negative impact</u> which still needs to be <u>addressed</u>		COMPLETE SECTION 4: Complete action plan and finalise the EqHIA
	3. The EqHIA identified some <u>major concerns</u> and showed that it is <u>impossible to diminish negative impacts</u> from the activity to an acceptable or even lawful level		Stop and remove the activity or revise the activity thoroughly . Complete an EqHIA on the revised proposal.

4. Action Plan

The real value of completing an EqHIA comes from the identifying the actions that can be taken to eliminate/minimise negative impacts and enhance/optimize positive impacts. In this section you should list the specific actions that set out how you will address any negative equality and health & wellbeing impacts you have identified in this assessment. Please ensure that your action plan is: more than just a list of proposals and good intentions; sets ambitious yet achievable outcomes and timescales; and is clear about resource implications.

Protected characteristic / health & wellbeing impact	Identified Negative or Positive impact	Recommended actions to mitigate Negative impact* or further promote Positive impact	Outcomes and monitoring**	Timescale	Lead officer

Add further rows as necessary

* You should include details of any future consultations and any actions to be undertaken to mitigate negative impacts

** Monitoring: You should state how the impact (positive or negative) will be monitored; what outcome measures will be used; the known (or likely) data source for outcome measurements; how regularly it will be monitored; and who will be monitoring it (if this is different from the lead officer).

5. Review

In this section you should identify how frequently the EqHIA will be reviewed; the date for next review; and who will be reviewing it.

Review:

This EqHIA will be reviewed three months after the implementation of the new tri-borough BHR Safeguarding Partnership at the end of September 2019.

Scheduled date of review: January 2020.

Lead Officer conducting the review: Martin Wallace, Partnerships and Learning Manager.

**Expand box as required*

Please submit the completed form via e-mail to EqHIA@havering.gov.uk thank you.

Appendix 1. Guidance on Undertaking an EqHIA

This Guidance can be deleted prior to publication.

What is it?

The Equality & Health Impact Assessment (EqHIA) is a tool to ensure that your activity meets the needs of individuals and groups that use your service, whilst at the same time ensuring a person's chance of leading a healthy life is the same wherever they live and whoever they are. We want to ensure that the activities of the Council are 'fit for purpose' and meet the needs of Havering's increasingly diverse communities and employees. This robust and systematic EqHIA process ensures that any potential detrimental effects or discrimination is identified, removed, or mitigated and positive impacts are enhanced.

When to Assess:

An EqHIA should be carried out when you are changing, removing or introducing a new service, policy, strategy or function; for simplicity, these are referred to as an "activity" throughout this document. It is best to conduct the assessment as early as possible in the decision-making process.

Guidance: Equality & Health Impact Assessment Checklist

The Checklist in Section 1 asks the key questions,

4a) Are you changing, introducing a new, or removing a service, policy, strategy or function?

4b) Does this activity (policy/strategy/service/decision) have the potential to impact (either positively or negatively) upon people (9 protected characteristics)?

4c) Does this activity (policy/strategy/service/decision) have the potential to impact (either positively or negatively) upon any factors which determine people's health and wellbeing?

- If the answer to ANY of the questions 4a, 4b or 4c of the Checklist is 'YES' then you must carry out an assessment. e.g. Proposed changes to Contact Centre Opening Hours
'YES' = you need to carry out an EqHIA
- If the answer to ALL of the questions, 4a or 4b of the Checklist is NO, then you do not need to carry out an EqHIA assessment. e.g. Quarterly Performance Report
'NO' = you DO NOT need to carry out an EqHIA. Please provide a clear explanation as to why you consider an EqHIA is not required for your activity.

Using the Checklist

The assessment should take into account all the potential impacts of the proposed activity, be it a major financial decision, or a seemingly simple policy change. Considering and completing this EqHIA will ensure that all Council plans, strategies, policies, procedures, services or other activity comply with relevant statutory obligations and responsibilities. In particular it helps the Council to meet its legal obligation under the [Equality Act 2010 and the Public Sector Equality Duty](#) and its public health duties under the [Health and Social Care Act 2012](#).

Having Due Regard

To have due regard means that in making decisions and in its other day-to-day activities, the Council must consciously consider the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between different groups
- Foster good relations between different groups
- Reduce inequalities in health outcomes

Combining Equality and Health Impact Assessment:

[Equality Impact Assessments \(EIAs\)](#) provide a systematic way of ensuring that legal obligations are met. They assess whether a proposed policy, procedure, service change or plan will affect people different on the basis of their 'protected characteristics' and if it will affect their human rights. Currently there are **nine protected characteristics** (previously known as 'equality groups' or 'equality strands'): age, disability, sex/gender, ethnicity/race, religion/faith, sexual orientation, gender reassignment, marriage/civil partnership, and pregnancy/ maternity/paternity.

An activity does not need to impact on all 9 protected characteristics – impacting on just one is sufficient justification to complete an EqHIA.

[Health Impact Assessments \(HIAs\)](#) consider the potential impact of any change or amendment to a policy, service, plan, procedure or programme on the health and wellbeing of the population. HIAs help identify how people may be affected differently on the basis of where they live and potential impacts on health inequalities and health equity by assessing the distribution of potential effects within the population, particularly within vulnerable groups. 'Health' is not restricted to medical conditions, or the provision of health services, but rather encompasses the wide range of influences on people's health and wellbeing. This includes, but is not limited to, experience of discrimination, access to transport, housing, education, employment - known as the 'wider determinants of health'.

This [Equality and Health Impact Assessment \(EqHIA\)](#) brings together both impact assessments into a single tool which will result in a set of recommendations to eliminate discrimination and inequality; enhance potential positive impacts and mitigate where possible for negative impacts. In conducting this EqHIA you will need to assess the impact (positive, neutral or negative) of your activity on individuals and groups with **protected characteristics** (this includes staff delivering your activity), **socio-economic status** and **health & wellbeing**. Guidance on what to include in each section is given on the next pages.

Guidance: What to include in background/context

In this section you will need to add the background/context of your activity, i.e. what is the activity intending to do, and why?

Make sure you include the scope and intended outcomes of the activity being assessed; and highlight any proposed changes. Please include a brief rationale for your activity and any supporting evidence for the proposal. Some questions to consider:

- What is the aim, objectives and intended outcomes?
 - How does this activity meet the needs of the local population?
 - Has this activity been implemented in another area? What were the outcomes?
 - Is this activity being implemented as per best practice guidelines?
 - Who were the key stakeholders in this activity?
- *Note that the boxes will expand as required

Guidance: Who will be affected by the activity?

The people who will be affected may be

Residents: pay particular attention to vulnerable groups in the population who may be affected by this activity

Businesses/ manufacturing / developers / small, medium or large enterprises

Employees: e.g. Council staff for an internal activity, other statutory or voluntary sector employees, local businesses and services

*Note that the boxes will expand as required

Guidance: What to include in assessing a Protected Characteristic e.g. AGE

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact: In this section you will need to consider and note what impact your activity will have on individuals and groups (including staff) with protected characteristics based on the data and information you have. You should note whether this is a positive, neutral or negative impact.

It is essential that you note all negative impacts. This will demonstrate that you have paid 'due regard' to the Public Sector Equality Duty if your activity is challenged under the Equality Act.

*Note that the boxes will expand as required

Evidence: In this section you will need to document the evidence that you have used to assess the impact of your activity.

When assessing the impact, please consider and note how your activity contributes to the three aims of the Public Sector Equality Duty (PSED) as stated in the section above.

It is essential that you note the full impact of your activity, so you can demonstrate that you have fully considered the equality implications and have paid 'due regard' to the PSED should the Council be challenged.

- If you have identified a **positive impact**, please note this.
- If you think there is a **neutral impact** or the impact is not known, please provide a full reason why this is the case.
- If you have identified a **negative impact**, please note what steps you will take to mitigate this impact. If you are unable to take any mitigating steps, please provide a full reason why. All negative impacts that have mitigating actions must be recorded in the **Action Plan**.
- **Please ensure that appropriate consultation with affected parties has been undertaken and evidenced**

Sources used: In this section you should list all sources of the evidence you used to assess the impact of your activity. This can include:

- Service specific data
- Population, demographic and socio-economic data. Suggested sources include:
 - o Service user monitoring data that your service collects
 - o [Havering Data Intelligence Hub](#)
 - o [Office for National Statistics \(ONS\)](#)

If you do not have any relevant data, please provide the reason why.

*Note that the boxes will expand as required

Guidance: What to include in assessing Health & Wellbeing Impact:

Please tick (✓) all the relevant boxes that apply:

Positive

Neutral

Negative

Overall impact: In this section you will need to consider and note whether the proposal could have an overall impact on, or implications for, people's health and wellbeing or any factors which determine people's health.

How will the activity help address inequalities in health?

Include here a brief outline of what could be done to enhance the positive impacts and, where possible, mitigate for the negative impacts.

*Note that the boxes will expand as required

Do you consider that a more in-depth HIA is required as a result of this brief assessment? Please tick (✓) the relevant box

Yes No

Evidence: In this section you will need to outline in more detail how you came to your conclusions above:

- What is the nature of the impact?
- Is the impact **positive** or **negative**? It is possible for an activity to have **both positive and negative impacts**. Consider here whether people will be able to access the service being offered; improve or maintain healthy lifestyles; improve their opportunities for employment/income; whether and how it will affect the environment in which they live (housing, access to parks & green space); what the impact on the family, social support and community networks might be
- What can be done to mitigate the negative impacts and/or enhance the positive impacts?
- If you think there is a **neutral impact**, or the impact is not known, please provide a brief reason why this is the case.
- What is the likelihood of the impact? Will the impact(s) be in weeks, months or years? In some cases the short-term risks to health may be worth the longer term benefits.
- Will the proposal affect different groups of people in different ways? A proposal that is likely to benefit one section of the community may not benefit others and could lead to inequalities in health.

Please use the Health & Wellbeing Impact Tool in Appendix 2 as a guide/checklist to assess the potential wider determinants of health impacts.

This tool will help guide your thinking as to what factors affect people's health and wellbeing, such as social support, their housing conditions, access to transport, employment, education, crime and disorder and environmental factors. It is not an exhaustive list, merely a tool to guide your assessment; there may be other factors specific to your activity.

Some questions you may wish to ask include:

- Will the activity impact on people's ability to socialise, potentially leading to social isolation?
- Will the activity affect a person's income and/or have an effect on their housing status?
- Is the activity likely to cause the recipient of a service more or less stress?
- Will any change in the service take into account different needs, such as those with learning difficulties?
- Will the activity affect the health and wellbeing of persons not directly related to the service/activity, such as carers, family members, other residents living nearby?
- If there is a short-term negative effect, what will be done to minimise the impact as much as possible?

- Are the longer-term impacts positive or negative? What will be done to either promote the positive effects or minimise the negative effects?
- Do the longer term positive outcomes outweigh the short term impacts?

*Note that the boxes will expand as required

Sources used: In this section you should list all sources of the evidence you used to assess the impact of your activity. This could include, e.g.:

Information on the population affected

- Routinely collected local statistics (e.g. quality of life, health status, unemployment, crime, air quality, educational attainment, transport etc.)
- Local research/ Surveys of local conditions
- Community profiles

Wider Evidence

- Published Research, including evidence about similar proposals implemented elsewhere (e.g. Case Studies).
- Predictions from local or national models
- Locally commissioned research by statutory/voluntary/private organisations

Expert Opinion

- Views of residents and professionals with local knowledge and insight

*Note that the boxes will expand as required

Guidance: Outcome of the Assessment

On reflection, what is your overall assessment of the activity?

The purpose of conducting this assessment is to offer an opportunity to think, reflect and **improve** the proposed activity. It will make sure that the Council can evidence that it has considered its due regard to equality and health & wellbeing to its best ability.

It is not expected that all proposals will be immediately without negative impacts! However, where these arise, what actions can be taken to mitigate against potential negative effects, or further promote the positive impacts?

Please tick one of the 3 boxes in this section to indicate whether you think:

1. all equality and health impacts are adequately addressed in the activity – proceed with your activity pending all other relevant approval processes
2. the assessment identified some negative impacts which could be addressed – please complete the Action Plan in Section 4.
3. If the assessment reveals some significant concerns, this is the time to stop and re-think, making sure that we spend our Council resources wisely and fairly. There is no shame in stopping a proposal.

*Note that the boxes will expand as required

Guidance: Action Plan

For each protected characteristic/health & wellbeing impact where an impact on people or their lives has been identified, complete one row of the action plan. You can add as many further rows as required.

State whether the impact is Positive or Negative

Briefly outline the actions that can be taken to mitigate against the negative impact or further enhance a positive impact. These actions could be to make changes to the activity itself (service, proposal, strategy etc.) or to make contingencies/alterations in the setting/environment where the activity will take place.

For example, might staff need additional training in communicating effectively with people with learning difficulties, if a new service is opened specifically targeting those people? Is access to the service fair and equitable? What will the impact on other service users be? How can we ensure equity of access to the service by all users? Will any signage need changing? Does the building where the service being delivered comply with disability regulations?

Guidance: Review

Changes happen all the time! A service/strategy/policy/activity that is appropriate at one time, may no longer be appropriate as the environment around us changes. This may be changes in our population, growth and makeup, legislative changes, environmental changes or socio-political changes.

Although we can't predict what's going to happen in the future, a review is recommended to ensure that what we are delivering as a Council is still the best use of our limited resources. The timescale for review will be dependent on the scale of the activity.

A major financial investment may require a review every 2-3 years for a large scale regeneration project over 10-15 years.

A small policy change may require a review in 6 months to assess whether there are any unintended outcomes of such a change.

Please indicate here how frequently it is expected to review your activity and a brief justification as to why this timescale is recommended.

Appendix 2. Health & Wellbeing Impact Tool

Will the activity/service/policy/procedure affect any of the following characteristics? Please tick/check the boxes below

The following are a range of considerations that might help you to complete the assessment.

Lifestyle YES <input type="checkbox"/> NO <input type="checkbox"/>	Personal circumstances YES <input type="checkbox"/> NO <input type="checkbox"/>	Access to services/facilities/amenities YES <input type="checkbox"/> NO <input type="checkbox"/>
<input type="checkbox"/> Diet <input type="checkbox"/> Exercise and physical activity <input type="checkbox"/> Smoking <input type="checkbox"/> Exposure to passive smoking <input type="checkbox"/> Alcohol intake <input type="checkbox"/> Dependency on prescription drugs <input type="checkbox"/> Illicit drug and substance use <input type="checkbox"/> Risky Sexual behaviour <input type="checkbox"/> Other health-related behaviours, such as tooth-brushing, bathing, and wound care	<input type="checkbox"/> Structure and cohesion of family unit <input type="checkbox"/> Parenting <input type="checkbox"/> Childhood development <input type="checkbox"/> Life skills <input type="checkbox"/> Personal safety <input type="checkbox"/> Employment status <input type="checkbox"/> Working conditions <input type="checkbox"/> Level of income, including benefits <input type="checkbox"/> Level of disposable income <input type="checkbox"/> Housing tenure <input type="checkbox"/> Housing conditions <input type="checkbox"/> Educational attainment <input type="checkbox"/> Skills levels including literacy and numeracy	<input type="checkbox"/> to Employment opportunities <input type="checkbox"/> to Workplaces <input type="checkbox"/> to Housing <input type="checkbox"/> to Shops (to supply basic needs) <input type="checkbox"/> to Community facilities <input type="checkbox"/> to Public transport <input type="checkbox"/> to Education <input type="checkbox"/> to Training and skills development <input type="checkbox"/> to Healthcare <input type="checkbox"/> to Social services <input type="checkbox"/> to Childcare <input type="checkbox"/> to Respite care <input type="checkbox"/> to Leisure and recreation services and facilities
Social Factors YES <input type="checkbox"/> NO <input type="checkbox"/>	Economic Factors YES <input type="checkbox"/> NO <input type="checkbox"/>	Environmental Factors YES <input type="checkbox"/> NO <input type="checkbox"/>
<input type="checkbox"/> Social contact <input type="checkbox"/> Social support <input type="checkbox"/> Neighbourliness <input type="checkbox"/> Participation in the community <input type="checkbox"/> Membership of community groups <input type="checkbox"/> Reputation of community/area <input type="checkbox"/> Participation in public affairs <input type="checkbox"/> Level of crime and disorder <input type="checkbox"/> Fear of crime and disorder <input type="checkbox"/> Level of antisocial behaviour <input type="checkbox"/> Fear of antisocial behaviour <input type="checkbox"/> Discrimination <input type="checkbox"/> Fear of discrimination <input type="checkbox"/> Public safety measures <input type="checkbox"/> Road safety measures	<input type="checkbox"/> Creation of wealth <input type="checkbox"/> Distribution of wealth <input type="checkbox"/> Retention of wealth in local area/economy <input type="checkbox"/> Distribution of income <input type="checkbox"/> Business activity <input type="checkbox"/> Job creation <input type="checkbox"/> Availability of employment opportunities <input type="checkbox"/> Quality of employment opportunities <input type="checkbox"/> Availability of education opportunities <input type="checkbox"/> Quality of education opportunities <input type="checkbox"/> Availability of training and skills development opportunities <input type="checkbox"/> Quality of training and skills development opportunities <input type="checkbox"/> Technological development <input type="checkbox"/> Amount of traffic congestion	<input type="checkbox"/> Air quality <input type="checkbox"/> Water quality <input type="checkbox"/> Soil quality/Level of contamination/Odour <input type="checkbox"/> Noise levels <input type="checkbox"/> Vibration <input type="checkbox"/> Hazards <input type="checkbox"/> Land use <input type="checkbox"/> Natural habitats <input type="checkbox"/> Biodiversity <input type="checkbox"/> Landscape, including green and open spaces <input type="checkbox"/> Townscape, including civic areas and public realm <input type="checkbox"/> Use/consumption of natural resources <input type="checkbox"/> Energy use: CO2/other greenhouse gas emissions <input type="checkbox"/> Solid waste management <input type="checkbox"/> Public transport infrastructure

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CABINET

12th June, 2019

Subject Heading:

Good Growth Fund – Rainham Innovation Hub and Public Realm improvements Grant Agreement

Cabinet Member:

Councillor Roger Ramsey, Cabinet Member for Finance and Property

SLT Lead:

Neil Stubbings, Director of Regeneration Programmes

Report Author and contact details:

Helen Payne, 01708 433276,
helen.payne@havering.gov.uk

Policy context:

This is a commitment in the 2019/2020 Corporate Plan under the Opportunities Theme – Helping our businesses grow, Growing Rainham Employment SIL, Develop a Digital Innovation Hub in Rainham.

Financial summary:

The Grant Agreement sets out the funding to be received for the project from the Greater London Authority, and the terms of the grant including the outputs required. Delivery will be through each of the four partners, and a Delivery Agreement will be entered into with each of the other 3 partners setting out responsibilities. The Grant from the GLA is for £1,631,940. Match funding from the Council will be derived from the value of staff time, and amounts to £16,200, SIP funding of £800,000 and a commitment to identify £56,000 from business sponsorship/social value contributions or S106 (and if not identified by 2021/22, from the Council's economic development budget). Match funding will also be provided by Havering College, Riverside Business Improvement District and SEGRO (totalling 1,049,565). Total match funding is £1,921,765 making a project total cost over 3 years of £3,553,705.

Is this a Key Decision?

Yes - Expenditure (and income) of £500,000 or more

When should this matter be reviewed? March 2021

Reviewing OSC: Overview and Scrutiny Board.

The subject matter of this report deals with the following Council Objectives

Communities making Havering	<input type="checkbox"/>
Places making Havering	<input checked="" type="checkbox"/>
Opportunities making Havering	<input checked="" type="checkbox"/>
Connections making Havering	<input type="checkbox"/>

SUMMARY

Following approval by the GLA to fund the development of an Innovation Hub and public realm improvements in Rainham, this report requests approval from Cabinet to enter into a Grant Agreement with the GLA in order to start drawing down the funding. It also proposes Delivery Agreements be entered into with delivery partners and that a Statement of Intent be agreed with them confirming partners' joint commitment to realising and managing the project over the next 5 years.

RECOMMENDATIONS

Cabinet is recommended to:

- Enter into a Grant Agreement with the Greater London Authority (GLA) until 31st March 2022 to provide an Innovation Hub designed to boost productivity and skills in Havering and across East London and improve the physical environment of the area for workers, students and visitors, focussing initially on the use of digital technologies in logistics, construction and related sectors. The Grant from the GLA is for £1,631,940.
- Approve match funding from the Council be provided to help fund the overall project derived from the value of staff time (£16,200), £800,000 from the London Strategic Investment Pot funding for connectivity in Rainham, £56,000 to be identified from business sponsorship/social value contributions or S106 (and if this is not identified by 2021/22 from the Council's allocated Regeneration and Economic Development revenue budget. Match funding will also be provided by Havering College, Riverside BID and SEGRO at a combined value of £1,049,565.
- Delegate authority to the Director of Regeneration Delivery to enter into Delivery Agreements with SEGRO, Havering College of Further and Higher

Education and the London Riverside Business Improvement District to draw down delivery funding for the project of £309,400, £562,800 and £250,000 respectively, to deliver elements of the project and achieve agreed outcomes;

- To provide forward funding to the Riverside BID of £50,000 (capital) in 2019/2020 and £200,000 (capital) in 2020/2021 to enable them to fund the public realm improvements; and,
- Agree a Statement of Intent with Havering College and SEGRO to confirm the partners' intentions to develop and deliver the Innovation Hub and work together to take it forward; and,
- Note that the process of appointing an operator for the Hub will be undertaken on behalf of the partners through the Council's procurement processes.

REPORT DETAIL

1. The project

- 1.1 This project helps take forward the Corporate Plan priority under the Opportunities Theme of helping our businesses grow. It provides funding to support business growth within the Rainham Strategic Industrial Location (SIL), and specifically to develop an Innovation Hub, alongside public realm improvements that will improve the environment and access to the SIL.
- 1.2 An Executive Decision report was agreed in October 2018 under the Council's urgency procedures, to submit a second stage funding bid to the GLA for projects in Rainham SIL for a maximum of £1.7m under the GLA's Good Growth Fund (see background document). The bid was approved by the London LEAP, and approval is now sought to enter into a Grant Agreement with the GLA, as attached at Appendix 1.
- 1.3 There are two principal elements to the project. The first will be delivered through the London Riverside BID, and this will improve the public realm, which will involve landscaping one or more spaces to provide improved outdoor facilities including a seating area for workers, which is a long-standing priority for the BID. The aim of this element of the project is to improve access into and around the BID area and improve the environment for staff and make the area a more attractive working environment. The continued maintenance of the area or areas will be the responsibility of the BID and funded from their levy.
- 1.4 The innovation hub is a 3-way partnership project involving the Council, Havering College and SEGRO. It will involve construction works at the College's Rainham campus, fit-out of the space within the College and within a SEGRO industrial unit, purchasing of new digital equipment, and a programme of teaching, business support, events and research activities to designed to improve productivity and workforce skills.

- 1.5 The project will provide a key component of a wider strategic vision developed and shared by the partners, for improving and intensifying the Rainham Employment SIL. All partners, including the GLA, the Council, the College and SEGRO are committed to this project and want to see it succeed over the long term, and an initial 5-year business plan has been drafted that demonstrates financial sustainability over this period, given the anticipated income stream from the Hub.
- 1.6 SEGRO is making a commitment to providing space for the hub to operate at zero rent for a period of a minimum of 5 years. The College will build the use of the facilities into its mainstream training programmes and continue to provide match funding for staffing for three years. Income generated by the Hub within the College will be invested in the Incubation Hub team, and help to gradually offset the GLA investment to prepare for 2020/21 when the GLA funding ceases. It is proposed that the Council provide support from social value or S106 funds in the third year of operation of £56,000. The detailed financial projections for the future sustainability of the hub will be refined during the initial 3 years, but partners' intentions are to ensure continuing financial sustainability over the longer term.
- 1.7 The Council is also recommended to direct its regeneration partners to use the facilities at the Hub to support more effective processes, and help assist the construction supply chain in delivering regeneration in the borough. It will also use the hub to help improve the image and marketing of the area to businesses, and help to generate increased investment and therefore business rates.
- 1.8 The innovation hubs could benefit a wider constituency of businesses in the future, through growth, or wider use, and provide a model for supporting London's priority sector skills and productivity improvements across London. They will also link well with other regional and sub-regional initiatives, including the Mayor's Construction Academy, provide a mechanism for implementing the Construction Sector Deal, and enhance the area's prospects of attracting the Heathrow Logistics Hub. The Partnership supporting development of the Riverside Opportunity Area, led by the GLA, will be expanded and strengthened through the programme.

2. Partner roles and Funding

- 2.1 A key Executive Decision report was signed in October 2018 approving the submission of the second stage bid to the GLA, and this was submitted and subsequently approved.
- 2.2 The Good Growth Fund is passed to the Council, as accountable body, on a quarterly basis following the submission by the Council to the GLA of a claim form, accompanied by evidence of GLA-funded and matched spend and achievement of outputs. As this is a partnership project, it will be delivered in part by each of the partners, which will reduce the initial outlay from each partner. In order to share the financial risk, the requirements of the Grant Agreement on the Council will be mirrored in Delivery Agreements between the Council and each of the three delivery partners.

3. Governance

- 3.1 Governance is currently through two Steering Groups – an Innovation Hub Steering Group comprising Havering College, SEGRO and Council officers, and a Good Growth Fund Steering Group, which comprises these partners plus London Riverside BID and the GLA. It is proposed to formalise the Innovation Hub Steering Group into a Board comprising senior officers for the interim period until the final governance structures are agreed. As this Board will have no formal status, all decisions relevant to the Council and the Executive will be bought back by officers to follow any the Councils Constitution prescribed decision-making before providing any external response.
- 3.2 Following decision of this paper a process will be under way to procure a concession operator for the innovation hub, and once they are appointed they will be required to generate income so that the project becomes financially sustainable after the Good Growth Fund spend has finished. The council is developing options for consideration by the partnership for a formal governance structure for the Innovation Hub in order that the income generated can be held by the hub and partners to enable financial sustainability over the longer term. The Council is currently considering options for an independent structure with the advice of the Council's Legal Services.

REASONS AND OPTIONS

4. Reasons for the decision:

- 4.1 It is recommended that the Council enter into a Grant Agreement with the GLA because it is required by the GLA as part of the grant process. In order to minimise risk, those elements of the bid that will be delivered by the Council's partners will be agreed with them in Delivery Agreements that mirror the obligations on the Council. The Council will, however, act as the Accountable Body for the entirety of the funding as the grant applicant.

Other options considered:

- 4.2 Do nothing: If the Council does not enter into the Grant Agreement the project will not be able to proceed.

IMPLICATIONS AND RISKS

5. Financial implications and risks:

- 5.1 The Grant from the GLA is for £1,631,940. Match funding from the Council will be derived from the value of staff time of £16,200, SIP funding of £800,000, and a commitment to identify £56,000 from business

sponsorship/social value contributions or S106, and if this is not identified by 2021/22, an equivalent sum from the Council's revenue budget. Match funding will also be provided by Havering College, Riverside Business Improvement District and SEGRO (totalling 1,049,565). Total match funding is £1,921,765 making a project total cost over 3 years of £3,553,705.

- 5.2 Funding is claimed in arrears, and the Council and partners will therefore be required to spend and claim back the money due from the GLA. Riverside BID will project manage and commission the public realm improvements in conjunction with Council officers. SEGRO and Havering College are taking responsibility for delivering the capital improvements, fit-out and equipment for the two Hub sites. The Council will commission consultant support for the project, procure the Hub operator, and pay running costs for part of the Hub. These costs will be claimed back on a quarterly basis. Spend is currently profiled as £150,520 in 2019/20, £256,520 in 2020/21 and £102,700 in 2021/22 – a total of £509,740 over the financial years 2019/20 to 2021/22.
- 5.3. The Riverside BID is a very small organisation and will require forward funding in order to deliver the public realm improvements because they do not have the finances to pay it and claim back the funding. This will mean the Council providing £50,000 to the BID in 2019/20 and £200,000 in 2020/21 and claiming it back each quarter once the evidence of spend has been received from them. At the end of the first financial year 2019/20, £40k will be outstanding and due to the Council (as indicated in the table below).

	2019/20				2020/21				TOTAL £000
	Q1 £'000	Q2 £'000	Q3 £'000	Q4 £'000	Q1 £'000	Q2 £'000	Q3 £'000	Q4 £'000	
Forward funding			10	40	150	20	30		250
Repayment				-10	-40	-150	-20	-30	-250
Outstanding			10	40	150	20	30	0	0

- 5.4 Match funding from Council officer staff time will be accounted for by submission of timesheets. There is also a commitment for the Council to identify £56,000 from business sponsorship or social value contributions, or S106, and if this is not identified by 2021/22 it will need to be found from the council's revenue budget.

6. Legal implications and risks:

- 6.1 This report seeks authority to enter into a grant agreement with the GLA in respect of its Good Growth Fund.
- 6.2 S1 Localism Act 2011 gives the Council a general power of competence, the Council has the power to receive grant funding and enter into agreements including agreements with others for the delivery of some of the projects.

- 6.3 The Council must ensure compliance with State Aid rules as prescribed under Article 107 Treaty for the Functioning of the European Union 1957. In addition the GLA Grant agreement makes certain conditions in relation to state aid compliance which must be adhered to.
- 6.4 In respect of the operation of the innovation hub the council will arrange a procurement exercise and appropriate decisions as to the operator will need to be taken in due course following the Councils constitution, Contract Standing Orders and Public Procurement and Concession Regulations.
- 6.5 The GLA Grant Agreement requires s151 to give a certificate that amounts to a warranty that the Council will appropriately arrange the funds as Accountable body and observe and perform the terms and obligations under the Grant Agreement.
- 6.6 Terms of the GLA Grant Agreement include the circumstances for clawback and as part of entering into the agreement and throughout the agreement, the Council will be required as Accountable Body to provide a number of warranties and report on performance, including around ability to meet the delivery timescales. In the event the Council is unable to comply, clawback provisions may apply.
- 6.7 There will be a number of financial and legal implications arising from any decision to proceed and these will be the subject of further reports to Cabinet where a key decision is required.

7. Human Resources implications and risks:

- 7.1 The Council is providing resources to lead and support the work of the Steering Group, process claims, and project manage the overall programme, and some of this funding can be claimed from the GLA to cover additional costs. Continuing staff for monitoring and management will be counted as match funding for the project, and can be delivered within existing resources.

8. Equalities implications and risks:

- 8.1 The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to:
- i. The need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
 - ii. The need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;

- iii. Foster good relations between those who have protected characteristics and those who do not

Note: 'Protected characteristics' are: age, gender, race and disability, sexual orientation, marriage and civil partnerships, religion or belief, pregnancy and maternity and gender reassignment.

- 8.2 The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio – economics and health determinants. The proposals relating to this report, if they are implemented, will improve the business environment in the borough and consequently the employment prospects and socio- economic status of residents.
- 8.3 An Equalities Assessment (EA) is attached as Appendix 2 to this report.

BACKGROUND PAPERS

N/A

GREATER LONDON AUTHORITY

**AGREEMENT FOR THE PROVISION OF FUNDING
RELATING TO
Rainham SIL – Access and Innovation**

between

The Greater London Authority

-and-

London Borough of Havering

Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement above (and any variation thereof), organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

Overarching grants programme:	Good Growth Fund	
Description/Purpose of the grant:	<i>To provide an Innovation Hub designed to boost productivity and skills in Havering and across East London and improve the physical environment of the area for workers, students and visitors. The Innovation Hub will focus initially on the use of digital technologies in construction and logistics.</i>	
The grant was for a total of:	<i>One million, six hundred and thirty-one thousand, nine hundred and forty pounds. (£1,631,940)</i>	
The varied grant is now for a total of:	N/A	
The grant was awarded on:	2019/06/03	
The grant was varied on:	N/A	
The original grant covered the following time period:	From 2019/03/31 to 2022/03/31	
The varied grant now covers the following time period:	N/A	
It is awarded to:	London Borough of Havering	
The recipient is:	<i>A voluntary and community sector organisation:</i> <i>A social enterprise:</i> Other: <i>Local Authority</i> <i>If "Other" please provide more detail</i>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
Company or charity registration number:	<i>Company number: n/a</i> <i>Charity number: n/a</i>	
It was awarded by:	Regeneration and Economic Development Development, Enterprise and Environment	
The award of this grant was formally approved by:	DD 2302	
The variation of this grant was formally approved by:	N/A	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2014 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED AND AN UPDATED VERSION WITH A COPY OF ANY VARIATION AS SOON AS IT IS SIGNED .

(Azadur Rahman azadur.rahman@london.gov.uk / Post Point 11 / Tel extension: 4818)

THIS AGREEMENT is made this day of 2018

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and

- (2) **London Borough of Havering** [of/whose principal office is at] Town Hall, Main Road, Romford, RM1 3BD ("the Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. A copy of the Recipient's proposal is on file at the Greater London Authority.

- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its project Rainham SIL Access and Innovation, a project to set up a new innovation hub with public realm improvements by the provision of the GLA Funding to the Recipient.

- 1.3 The Recipient's total costs of fulfilling the Project Objectives are three million, five hundred and fifty-three thousand, seven hundred and five pounds sterling (£3,553,705). The Recipient has committed itself to meeting the Project Objectives and contributing one million, nine hundred and twenty-one thousand, seven hundred and sixty-five pounds sterling (£1,921,765) to the Project ("the Recipient's Contribution") and use all reasonable endeavours to secure additional Funding for use in meeting the Project Objectives.

- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.

- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.

- 1.6 Clause not used

- 1.7 Where the Recipient is an ESdrF Sponsor it shall also, as a condition of this Agreement cooperate fully with the Authority and provide the Authority with such assistance as the Authority requires in relation to any ESF Project which shall include (without limitation) complying fully with the ESF Sponsor Agreement.

1.8 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 21.

2. The Project Objectives

2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.

2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.

2.3 The Recipient shall:

(a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and

(b) where the meeting of Project Objectives consists of the achievement of:

(i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and

(ii) Deliverables, notify the Authority in writing immediately upon becoming aware that any Deliverables are likely to exceed or are likely to be less than the relevant agreed number of Deliverables set out in the Annex to Schedule 1.

2.4 Where the Project involves any element of urban design, sustainability, streetscape design and or architecture, the Recipient shall submit full details of such proposed design and/or re-design work to the Authority for its consideration and will co-operate and engage fully with the Authority to agree design dialogue arrangements to be followed (in accordance with available guidance issued or published by the Authority from time to time) in the procurement, commissioning and undertaking of agreed design and/or re-design work. To the extent that the undertaking of any agreed design and/or re-design work necessitates in the opinion of the Authority, the amendment of this Agreement all such amendment shall not be valid unless made in accordance with Clause 11.

2A. Designated Capital and Revenue Funding and Recipient's Contribution

2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that of the GLA funding: (a) four hundred and eighty-one thousand, three-hundred pounds sterling (£481,300) will be used solely as a contribution to revenue expenditure; and (b) one million, one hundred and fifty-thousand, six hundred and forty pounds sterling (£1,150,640) will be used solely as a contribution to capital expenditure, incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 15 years on average and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 7 to this Agreement.

2A.2 The Recipient shall ensure that it has secured the Recipient's Contribution on or before 30 June 2019. For the avoidance of doubt where the Recipient's Contribution comprises any sum(s) to provided by a third party such component sum(s) shall not

be deemed secured unless a legally binding obligation to provide such sums is in place between the Recipient and such third party funder(s) evidence of which must be provided to the Authority on or before 30 June 2019.

3. Duration of Agreement and Funding breakdown

This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until 31 March 2022.

4. Payment, Performance Monitoring and Repayment Arrangements

4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding Schedule and this Clause 4.

4.2 Where Project Objectives are to be met on a

(a) Milestone basis the provisions of Part A of the Funding Schedule shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and

(b) Project Output basis, the provisions of Part B of the Funding Schedule shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.

4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:

(a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8);

b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8); and

c) ongoing post-Project monitoring reports supplied to the Authority bi-annually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).

4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.

4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

~~4.7~~ Clause not used.

4.8 Clause not used.

5. Ineligible Expenditure

5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:

- a) activities or objectives not listed in Schedule 1 or 2;
- b) recoverable input VAT incurred;
- c) any liability arising out of the Recipient's negligence or breach of contract;
- d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:

- a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
- b) establish, implement and utilise effective monitoring and financial systems,

so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;

- c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- h) make (complying always fully with the requirements of the Data Protection Act 2018) all relevant data, information and documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents);, and
 - ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and

- i) retain and maintain data and systems required (in the reasonable opinion of

the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request; and

j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 No Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 and 6.6 below.

6.3 The Recipient shall procure the maintenance of an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.

6.4 The Recipient shall keep and/or procure the keeping of a register of all Capital Assets which shall be accessible to the Authority its agents and auditors upon request at all reasonable times. Where the GLA Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):

a) the date of purchase;

b) a description sufficient to identify it;

c) the purchase price excluding recoverable VAT;

d) any third party interests or charges over the Capital Asset;

e) the location of the documentation showing the Recipient's title to the Capital Asset; and

f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

7. Breach of Conditions, Retention, Suspension, Withholding and Recovery of

GLA Funding

- 7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:
- a) the Recipient fails to comply with Clause 1.7;
 - b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution to the Project Objectives Milestones and/or Project Outputs;
 - c) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
 - d) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
 - e) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
 - f) the Recipient fails to comply with any other term set out in this Agreement;
 - g) the composition, ownership or control (save where control refers to the makeup of a London Borough Council's elected executive) of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
 - h) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
 - i) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied; and/or
 - j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>)) ;
 - k) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones

and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or

(ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or

l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the reasonable opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving two calendar months' notice in writing to the Recipient.

7.5 In the event that the Authority exercises its right to terminate this Agreement under

a) Clause 7.1:

- i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
- ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
- iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
- iv) the Recipient shall repay to the Authority upon demand such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate including (without limitation) such sums of the GLA Funding which are repayable pursuant to Clause 4 for and/or part C of Schedule 2;

- b) Clause 7.4:
 - i) the provisions of Clause 7.5(a) (i) to (iii) shall apply; and
 - ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and the Funding Schedule.

7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Outputs, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1 rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Funding amount.

8. Procurement and State Aid

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
 - b) in accordance with all relevant law including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code and in any event, where the Recipient is a London Borough Council, in accordance with its relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; and
 - c) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for any application of the Block Exemptions or notification and approval by the European Commission under such rules are met.
- 8.3 Unless otherwise notified by the Authority when utilising the GLA Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as “de minimis aid” in accordance with the De Minimis Aid Exemption.

- 8.4 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
- a) obtain a completed De Minimis Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
 - b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
 - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten financial years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
 - d) permit the Authority its auditors and agents access to the Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business Energy & Industrial Strategy and European Commission.
- 8.5 The Recipient shall notify the Authority when;
- (a) the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point; and
 - (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.
- 8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules, including (without limitation) directing the Recipient:
- a) not to provide the Relevant Enterprise with any further Relevant Aid;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.6 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.

- 8.7 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and/or the London Economic Action Partnership (LEAP) is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, and/or the London Economic Action Partnership (LEAP) and/or each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10. Agency

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of the Authority (unless approved in writing in advance).
- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11. Amendment

The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12 Review, Consultation and Final Report

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
 - b) the amount of Additional Funding secured by the Recipient;
 - c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
 - d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
- a) comply fully with the requirements set out at Schedule 10;

- b) cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project;
- c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project and the Authority's Skills for Londoners Capital Fund and related programmes; and
- d) provide upon request the IMS with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority and/or the IMS conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee including (without limitation) the IMS.

13. Compliance with Legislation and Policies

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
- b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and all money laundering legislation and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and
- c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low.
 - (iii) Foster good relations between people who share a protected characteristic and those that do not.

The protected characteristics noted in the Equality Act include: age, race, sex, disability, religion or belief, sexual orientation, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty in respect of the Authority's compliance with its duties under Clause 13.3(b); and

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 and section 1 when it comes into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (d) shall (before the commencement of the Project):
 - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
 - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures;
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in

accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and

- (f) shall if relevant to the Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations.
- (g) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter

<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>;

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
 - a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
 - b) such other insurance as may be required in order to fulfill the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

15. Data Protection, Freedom of Information, Confidentiality and Transparency

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 1998 (and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 15.2 The Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA, EIR or other applicable legislation.
- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
 - (b) information which is required to be disclosed by law (including the Parties' under the FOIA);
 - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 Both Parties acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 hereby gives their consent for the other Party to publish the Agreement Information to the general public; and
 - (b) may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

16. Entire Agreement

This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

17. Force Majeure

- 17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18. Governing law and jurisdiction

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

19. Contracts (Rights of Third Parties) Act 1999

A party who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected

21. Definition of Terms

In this Agreement the following terms shall have the following meanings:

- 21.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- 21.2 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;
- 21.3 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.

- 21.4 **“Block Exemptions”** the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union. .
- 21.5 **“Certificate of Output Delivery”** means (where applicable) the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, in the form set out Schedule 8 as amended by the Authority from time to time.
- 21.5 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union.
- 21.6 **“De Minimis Disclosure Form”** means the form attached at Schedule 4 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 21.7 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 21.8 **“Deliverables”** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1 and the achievement of which for the avoidance of doubt shall be measured by reference to Output and Outcomes Framework.
- 21.9 **“Output and Outcomes Framework”** means the Good Growth Fund Output and Outcomes Framework as amended from time to time and the current version of which can be found at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london>
- 21.10 **“ESF Project”** means [*not applicable*].
- 21.11 **“ESF Sponsor”** means a person having entered into an ESF Sponsor Agreement with the Authority on the same date as having entered into this Funding Agreement.
- 21.12 **“ESF Sponsor Agreement”** means an agreement governing the Recipient’s provision (as an ESF Sponsor) to the Authority (acting as agent for the Department of Work and Pensions in the award of European Social Funding) in such form as is issued by the Authority from time to time.
- 21.13 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of five thousand pounds sterling (£5,000.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 21.14 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of

which it has entered into contractual obligations, for which payment has been made or is due to be made.

21.15 **“Financial Year”** means the annual period from 1 April to 31 March.

21.16 **“FOIA”** has the meaning given to it in Clause 15.2.

21.17 **“Force Majeure”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the willful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact .

21.18 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement

21.19 **“GLA Funding”** means a sum of up to one million six-hundred and thirty-one thousand, nine hundred and forty pounds sterling (£1,631,940) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

21.20 **“IMS”** refers to any independent monitoring surveyor, acting on behalf of the Authority from time to time.

21.21 **“Insolvent”** means:

- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
 - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the

Enterprise Act 2002 or the Directors of the Recipient resolve to make such a proposal;

- (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to present such a petition;
- (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of its property (or part of it) is appointed;
- (d) a resolution for its voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
- (e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

21.22 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights

21.23 **“Milestones”** means the milestones for the Recipient’s fulfillment of the Project Objectives set out in part A of Schedule 2.

21.24 **“Output Related Funding”** means (where applicable) the any GLA funding paid in respect of Project Outputs as may be set out in Part B of Schedule 2.

21.25 **“Outputs Value Return”** means (where applicable) the return confirming Outputs delivered in a quarterly claim period and cumulatively from which, using the Unit Rates, the claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at Schedule 5(c) as amended by the Authority from time to time.

- 21.26 **“Project Outputs”** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.27 **“Project”** means the Rainham SIL – Access and Innovation.
- 21.28 **“Project Monitoring Form(s)”** means the form(s) to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 5a.
- 21.29 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1, including (without limitation the Deliverables) and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.30 **“Quarter”** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.
- 21.31 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.32 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project whom as at the date of the commencement of this Agreement is Neil Stubbings.
- 21.33 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 21.34 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 21.35 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 21.36 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work

placements and employees where the Relevant Aid provided does not directly assist their employer.

- 21.37 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf.
- 21.38 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 21.39 **“State Aid”** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 21.40 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **“Statement of GLA Funding Expenditure”** means the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient’s finance management system and certified as true and accurate records of such expenditure by the Recipient’s Chief Financial Officer in the form set out in Schedule 7 as amended by the Authority from time to time.
- 21.42 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 21.43 **“Sustainability Charter”** means the Authority’s policies and guidance on sustainability as comprised in the Sustainability Charter (<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>),
- 21.44 **“Sustained Deliverables”** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.45 **“Sustained Outcomes”** means (where applicable) any outputs or outcomes which by their nature are to be measured over a sustained period as may be set out at Annex 1 to Schedule 1.
- 21.46 **“Transparency Commitment”** means the Authority’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims

received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code..

21.47 **"Unit Rates"** means (where applicable) the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.

22. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

IN WITNESS OF THE ABOVE the parties have executed and delivered this Funding Agreement as a deed on the date written at the head of this document.

The Corporate Seal of the)
GREATER LONDON AUTHORITY)
hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

[Execution block to be obtained from recipient and inserted]

The Common Seal of)
London Borough of Havering)
hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

Schedule 1

Project Objectives

Rainham SIL – Innovation and Access

Project Summary

Part of a wider area improvement programme for Rainham Industrial Employment Area, this cross-sector project will provide an Innovation Hub designed to boost productivity and skills in Havering and across East London, and improve the physical environment of the area for workers, students and visitors. The Innovation Hub will focus initially on the use of digital technologies in construction and logistics. It will be a multi-site Hub, and the GLA support will enable conversion of a mezzanine floor within the Havering College building in Rainham, and fit out of this facility and an industrial unit at SEGRO Park, Rainham. These two sites will be equipped with Virtual and Augmented Reality and immersive technologies and this will be used to support businesses and students to upskill and adopt new business processes in order to increase skills and productivity. The public realm improvements are part of a wider programme of physical improvements to the area which will help increase access to the jobs in the area for local residents, and improve conditions for the workforce.

Project Objectives

Rainham Strategic Industrial Location is an important industrial area and is home to a wide range of businesses including construction, engineering, manufacturing and logistics, along with an increasingly diverse range of other sectors. They benefit from its access to the national as well as London road networks, relatively low land values, and the availability of reasonable quality premises. With the development of new housing in Rainham, intensification of employment is a priority for both the Council and the GLA, as set out in the Riverside opportunity area framework. However, productivity is low, at 78% of the London average, and this is reflected in lower wages for people working in the area (and the borough as a whole). Qualification levels are very low, with roughly half the London average level of adult working age population qualified to L4 and above. Local stakeholders have identified a lack of ambition among young people and their parents to achieve academically, and the Council is working with partners to help improve results at L3 and above.

Many SMEs in the area are unable to adopt the new technological developments they need in order to compete in an increasingly challenging global environment, and to recruit and train staff. Without public support they may continue to suffer the long-term decline experienced by these traditional sectors. Existing occupiers and land-owners are seriously concerned about the quality of digital and transport infrastructure, which is acting as a barrier to growth. If it is not easy for staff to access the area, businesses will be unable to locate or expand in the area.

Havering is undergoing significant growth in population and housing, and the Council is supporting regeneration through the formation of four Joint Venture companies to implement major regeneration schemes across the borough, including one in Rainham. Construction firms are particularly well represented in Havering, and this sector is of course critical for regeneration and growth. Partners are providing support for these firms to access larger contracts, and Havering College is working closely with the industry to provide skilled workers, particularly from local disadvantaged communities. New construction methods and smart processes will be fundamental to the design and construction of the new housing, and supporting the local supply chain to respond to these demands will be difficult without facilities to do so.

A wide range of other industries are located in and around the area, including logistics companies and other businesses that rely on the movement of goods and materials across significant distances. The growth of e-commerce, and the growth of London itself, mean that these functions will come to have an increasing

impact on the way the capital manages growth and continues to function effectively. The social (including health) and environmental impacts of this warrant serious consideration, and many of the small firms operating in these sectors in the area will not manage the changes that will be necessary without support.

These are the first two areas of interest for an innovation hub that will change in focus over time as strategic and businesses interests develop and jointly inform ongoing strategy.

The business community in the area has supported the London Riverside BID into its third term. The BID has made many improvements over its 12 or so years, responding to the most challenging issues relating to safety and security, and making improvements to the environment. The Industrial Area suffers from lack of public transport, and a physical environment that does not encourage access by local residents by foot.

Once workers are in the area, there is little open space that is useable, and these issues combine to reduce the attractiveness of the area for businesses and workers alike.

Design Management Arrangements

This is a partnership project, and includes the fit-out of two spaces for the Innovation Hub on two distinct sites, and a separate project within the programme, to improve open spaces for use by workers in the area.

In conjunction with GLA officers, design consultancies have been commissioned, separately for the Innovation Hub and for the public realm improvements. The two project elements require different areas of expertise but we want to see design consistency across the programme and area as a whole. For this reason, we have commissioned two separate design consultancies and will ensure that they inform each other's work in order to end up with a coherent approach to improvements to the Rainham Strategic Industrial Area.

For the Innovation Hub, we have asked for design work up to RIBA stage 03/04 to provide an agreed specification for the fit out works to support procurement of this work.

Please set out the stages from the Good Growth fund project start date.

Stage	Description of Design management arrangements
Project scoping	<p>The project has been in development for some time, with a Steering Group of partners meeting over the last year. Design consultants are being commissioned for both the public realm improvements and the Innovation Hub sites.</p>
Brief writing	<p>Briefs for the design of the Innovation Hub and for the public realm work were written to find a design led practice who would bring added value to the project. The briefs were written and reviewed with GLA lead to secure a design team with the right skills for the project.</p> <p>The design briefs were specifically aimed at the procurement of the design teams, there will be an opportunity for the procured design team to appraise and shape the final design requirements. .</p> <p>Consultants are providing support to the Steering Group in producing a clear specification for the Innovation Hub operator and with procurement of an Operator.</p>
Procurement (design team and contractor)	<p>Procurement of design teams was discussed in detail with GLA Regeneration Team, and with the ADUP Panel lead. As small projects, they were procured through a tendering process by the Council and the Riverside BID from small companies recommended by the GLA.</p> <p>Contractors for the College Construction work will be through the College procurement process, and a contractor for the fit out works will be identified through the Steering Group.</p> <p>The procurement process for the operator will be lengthy, to enable discussions to take place with specialists in innovation within the construction and logistics industries, and potentially to come together with event and facility managers and business support providers.</p>
Design review, and preparation for delivery to development milestone	<p>Procurement of design teams was discussed in detail with GLA Regeneration Team, and with the ADUP Panel lead. It was decided that due to the scale of the project, it was sensible to procure the project directly through LB Havering and London Riverside BID focussing on SME design practices, with the project an opportunity to support new practices within the sector. We were keen to invite female and BAME practices to tender for the project.</p> <p>The procurement process also matched the ADUP process with a 75/20/5 quality, cost and EDI breakdown. The ITT included sections for the tendering company to set out their vision for how they will support social value and equality diversity and inclusion principles throughout the project.</p> <p>Contractors for the College Construction work will be through the College procurement process, and a contractor for the fit out works will be identified through the Steering Group. Similarly, to the procurement of the design practices, the steering group will require the potential contractors to state their approach to social value and EDI.</p>

Development to delivery milestone	Completed in schedule 2, part A
Delivery	In the delivery stage, the public realm works will be completed through an approved contractor, managed by the design consultants. Once completed, this part of the project will be finished. For the Innovation Hub, once the construction and fit-out works have been completed, and Hub operator procured, the programme for delivery will be developed and a launch agreed. There will then be a 4-year period of operation during which the Hub team will gradually increase income from activities to the point where public funding can cease and the facility will be self-sustaining.
Completion and Evaluation	Evaluation will be undertaken using the self-evaluation tool. The Riverside BID undertakes regular surveys of its members and will also undertake surveys of the public. The Innovation Hub team will carry out evaluation of Hub users, as well as monitor delivery against the milestones agreed.

Achieving Social Value and Equality, Diversity & Inclusion

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012, and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organization.

Equality and diversity objective	Current position/ What is the current Baseline (if yes please include)	Action/task	When	Person responsible/ Resource Required	Measure of success

Project Objectives - Achieving Social Value					
To increase accessibility of the SIL to local residents.	Currently the SIL has little public transport within it, and is difficult to access by foot.	Improvement to public realm.	2019/2020	Riverside BID – GGF funding.	Increased local use – determined by surveys.
To increase the number and diversity of people gaining the skills they need.	Havering has a low % of adults with NVQ 3 and 4 qualifications	Numbers and diversity of people trained	Through the GGF grant period.	Havering College	Qualifications awarded
To increase uptake of training in key sectors	Ditto	Numbers of people trained in key sectors	Through the GGF grant period.	Havering College	Qualifications awarded in construction, logistics, engineering
To adopt inclusive procurement processes for design team selection.	N/A	Invite SMEs to tender for design work for Hubs and public realm	Spring 2019	Havering Council, Riverside BID	Tenders received from SMEs.
Organisation Objectives - Addressing Equality, Diversity & Inclusion					
Ensure that all contractor staff and suppliers adopt Equality, Diversity and Inclusion policies	N/A	Assess in tender processes and in user evaluations	Through out GGF grant period	All Partners	Policies available and evaluations positive
Ensure fair pay and labour conditions for Hub operator	N/A	Ditto	Ditto	Ditto	Test in tender process
Provide access to training and development opportunities for people in the local area	Low % of adults with higher level skills.	Workforce development within businesses in SIL and wider area	From start of hub operation	Operator	Monitoring uptake of workforce development.

Annex to Schedule 1 - Deliverables

<u>Deliverables</u>	Baseline	Target	Monitoring Approach Overview	Information Collected	Relationship to project activities
	<i>Where applicable include a baseline figure</i>	<i>What is your overall aim against this Deliverable?</i>	<i>Please insert a brief description of the approach you will take</i>	<i>List monitoring & verification information you intend to collect</i>	
Number of people who actively participate in a project		1000 pa ¹	Records of participants to be maintained.	Hard copies of names, address or organisation, dates.	School students, college students, business owners and workforce, and communities will be supported through the project.
Number of people progressing in work		60 pa	Follow up surveys with employers and participants	Hard copy surveys and records of correspondence with employers and participants	Workforce development will benefit existing employers and students will access employment following training.
Improved educational outcomes	College to provide baseline figure by Sept 19	200 pa	Monitoring achievements will be recorded	Hard copy records of participant achievements.	College courses will be assessed and qualifications obtained.
Increase in students in priority training sectors	College to provide baseline figure by Sept 19	80 pa	Monitoring increased numbers of students in priority training sectors	Hard copy records of participants will be collected and compared with previous years.	Priority training sectors include construction, logistics in particular.
People entering employment		50 pa	Working with JCP, LA and Housing Associations to recruit unemployed people. Monitoring and tracking through the agencies.	Liaison with agencies and employers. Hard copy records to be collected by the College.	College course participants will be monitoring following completion.
Amount of public realm being created or improved (m ²)		257 sq m	A design agency will be contractually committed to deliver improvements.	Contract evidence and design plans.	Public realm improvements are a key objective of the project, and will be the focus of specific contract via the Riverside BID.
Number of vacant units used		SEGRO unit	Hub opening	Hub opening event photos.	This unit will house a part of the Innovation Hub itself.
Number of new jobs being created/ existing jobs being protected and safeguarded		50 pa	Follow up surveys of businesses supported.	Hard copy of correspondence with businesses.	Businesses increasing productivity through business support will generate new jobs.
Number of businesses receiving support through the project		28	Monitor and record businesses accessing support, through Hub team.	Hard copy monitoring forms to be used.	Businesses receiving support with use of the Innovation Hub facilities in order to increase productivity.
Increase in business turnover (£ or %)		2-10%	Correspondence with businesses receiving bespoke support with new technology.	Hard copies of correspondence.	The businesses above receiving support should, through this support, increase turnover.

¹ Note references to delivery pa refer to the academic years 2019/20 and 2020/21.

Schedule 2

Funding Schedule

Part A: Milestone Related GLA Funding

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 5 (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer) or where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
 - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 5); and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. If the report referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

Part B: Output Related GLA Funding

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each quarter (Quarters commencing on 1 April 2019, for the term of this Agreement, a:
 - (a) completed Outputs Value Return (in the form set out at part C of Schedule 5 as amended by the Authority from time to time). The Recipient shall ensure that all Project Outputs claimed meet the eligibility criteria as specified in Schedule 9 (Programme/Project Output Definitions & Evidence Requirements);
 - (b) written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require from time to time (in the form of the Monitoring Forms set out at Schedule 5);
 - (c) in addition and without prejudice to the forgoing provisions of this paragraph 1 the Recipient shall prepare and submit to the Authority an end of financial year estimate claim which shall confirm actual Project Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Project Outputs to be delivered pursuant to the Project to the end of that financial year no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;
 - (d) the Recipient shall no later than fifteen (15) working days after the end of a Financial Year in respect of which GLA Funding has been or is to be sought submit to the Authority a fourth Quarter actual claim indicating actual Project Outputs delivered in the fourth quarter (January-March) of the previous financial year; and
 - (e) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that financial year) the Recipient shall submit to the Authority a Certificate of Output Delivery which shall confirm actual Outputs delivered and the associated drawdown of GLA Funding.
2. The Authority shall make payment to the Recipient in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s) for the final ten percent (10%) of the GLA Funding until it is satisfied, **that the Recipient has adhered to its obligations under this Part B of Schedule 2 under this Agreement**, having conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary or otherwise.
3. The Recipient shall only include in any claims made in respect of Project Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Output Related Funding Schedule and which meet the eligibility criteria as specified in Schedule 9.]
4. If the Certificate of Output Delivery shows that the GLA Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any GLA Funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

5. In accordance with the guidance set out in the Output Definitions & Evidence Requirements document (Schedule 9 of this Agreement), the Recipient shall retain data and systems needed for verification of each Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

Part C – Repayment Profile

N/A

Schedule 3

The Authority's Logo

MAYOR OF LONDON



For advice and guidance on how to reproduce and use these logos, please contact your assigned project lead for more information

Schedule 4

De Minimis Disclosure Form

GREATER LONDON AUTHORITY DE MINIMIS AID DISCLOSURE FORM DE MINIMIS DECLARATION

The GLA is considering giving you de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 (“the Regulation”)² up to a maximum of the GLA Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Project

Under the Regulation, the GLA is required to check whether you will have received more than €200,000 (€100,000 if you are an entity operating in the road freight transport sector) of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to your accounting reference date) and in the previous 2 fiscal years when combined with the proposed Project de minimis aid. **Please note if you are part of a group of companies your declaration needs to relate to funds received by all entities within that group for these purposes (see definition of “single undertaking” under Article 2 of the Regulation for further information).**

Please note you do not need to include funding that you may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation unless such funding has been/is intended to be used by you in relation to the same costs as the proposed Project de minimis funding. If you have (in this fiscal year or the 2 fiscal years prior to that) received any de minimis aid or public funding in respect of costs to which you are intending to apply the de minimis aid proposed to be provided to you under the Project (as detailed above), you must inform the Grantor (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert “None” in the Amount column in the relevant table(s). **Please also provide details of any de minimis aid not yet received but which you already have a legal right to receive during the remainder of this fiscal year.**

Accordingly please complete and return this documents having signed and dated it and (where applicable) having completed the tables below. Please then return the document to goodgrowthfund@london.gov.uk. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the Grantor will be unable to provide you with a de minimis grant in relation to the Project.

Provider of de minimis aid	Purpose and Name of specific entity receiving de minimis aid	Amount	Date

Amount of other public funding applied/ to be	Provider of other funding	Date (if already granted)
---	---------------------------	---------------------------

² http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf

applied towards same costs as the required de minimis aid		

I confirm the above details are correct as at the date below.

Name	Position	Signature	Date

Schedule 5

a) Monthly Monitoring Form

GREATER LONDON AUTHORITY Monthly monitoring form		Organisation: <input style="width: 150px;" type="text"/>	Project: <input style="width: 150px;" type="text"/>			
1. Delivery progress		G				
Please provide an update on progress made in the last month highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken						
2. Current top three items to report						
1						
2						
3						
3. Project Risks & issues		R				
Top 3 risks						
	Risk description (cause, 'risk event', potential impacts)	Mitigation / Risk response	Probability (1 to 4) Impact (1 to 4) RAG Project owner (name)			
1						
2						
3						
Top 3 current issues						
	Issue description	Potential impact	RAG Action plan Project owner (name)			
1						
2						
3						
4. Milestones						
#	Chronological milestones: what are the key actions and steps to be undertaken to deliver the project from inception to completion	Planned date	Revised date Complete?			
1		dd/mm/yyyy	dd/mm/yyyy N			
2		dd/mm/yyyy	dd/mm/yyyy N			
3		dd/mm/yyyy	dd/mm/yyyy N			
4		dd/mm/yyyy	dd/mm/yyyy N			
5		dd/mm/yyyy	dd/mm/yyyy N			
6		dd/mm/yyyy	dd/mm/yyyy N			
7		dd/mm/yyyy	dd/mm/yyyy N			
8		dd/mm/yyyy	dd/mm/yyyy N			
9		dd/mm/yyyy	dd/mm/yyyy N			
10		dd/mm/yyyy	dd/mm/yyyy N			
5. Outputs						
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI <input type="text"/>						
<i>What is the definition? How is it calculated?:</i>						
Delivered in previous years	Q1	Q2	Q3 Q4 2015-16 total Future years			
Target profile as at Apr 15						
<i>If required, revised profile as at XX 15</i>						
Delivered to date						
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI <input type="text"/>						
<i>What is the definition? How is it calculated?:</i>						
Delivered in previous years	Q1	Q2	Q3 Q4 2015-16 total Future years			
Target profile as at Apr 15						
<i>If required, revised profile as at XX 15</i>						
Delivered to date						
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI <input type="text"/>						
<i>What is the definition? How is it calculated?:</i>						
Delivered in previous years	Q1	Q2	Q3 Q4 2015-16 total Future years			
Target profile as at Apr 15						
<i>If required, revised profile as at XX 15</i>						
Delivered to date						
6. Finance						
	Previous years	Q1 2018-19	Q2 2018-19 Q3 2018-19 Q4 2018-19 2018-19 total Future years			
REVENUE	Budget profile					
	Revised profile					
	Actual spend					
CAPITAL	Previous years	Q1 2018-19	Q2 2018-19 Q3 2018-19 Q4 2018-19 2018-19 total Future years			
	Budget profile					
	Revised profile					
	Actual spend					
7. Communications						
List out the details of any upcoming events (i.e. markets, festivals, openings, launches, etc.) and list out the details of any communications materials (press releases, articles, leaflets, website screen shots, photographs) you are attaching. Please be sure to attach the relevant material when you submit this form to your GLA project manager						
Date	Upcoming News items		Description			

Sample - to be provided in spreadsheet at a later date

b) Quarterly Claim Form

GREATER LONDON AUTHORITY	
Schedule 6 Section B	
Cover Sheet	
<i>For delivery partner use</i>	Org Name: Project name: Project Manager: Start Date: Completion:
<i>For internal use</i>	GLA Lead: Date submitted to GLA Programme Manager:
Contents	Guidance
Section I	Please submit an electronic copy of this claim form signed by your Section 151 Officer/Chief Finance Officer, and follow up with an hard copy. Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA Please attach evidence of expenditure (see section II for guidance on acceptable evidence).
Section II	Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and or committed expenditure by your section 151 officer/Chief Finance Officer).
Section III	A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your section 151 officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the section 151 officer/Chief Finance Officer.
Section IV	A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.

GREATER LONDON AUTHORITY	
Section I: Quarterly Claim Form	Guidance
Organisation Name	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in Organisation	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Samples - to be provided in spreadsheet at a later date

Guidance on completing table:

- A: Each Claim should have a unique ID. It should be in the order it is listed in on the claim form. Mark the claim form with the unique ID given below.
- B: Projects should match with the projects set out in Schedule 2 of the funding agreement.
- C: Workstream should match the projects set out in schedule 2 of the funding agreement.
- D: Milestones should match with the milestones set out in Schedule 2 of the funding agreement.
- E: Only submit evidence relevant to this particular claim. Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.
- F: Self-explanatory
- G: Budget should match the budget set out in Schedule 2 of the funding agreement.
- H: Cumulative spend to date on this project against this milestone (i.e to include all previous claims against this milestone if relevant)
- I: Total amount claiming for this item in this claim.

A: Unique ID	B: Project	C: Workstream	D: Milestone	E: Evidence	F: Supplier name and invoice number	G. Budget (£)		H. Cumulative spend to date (£)		I. Claim from the CLA (£)	
						Capital	Revenue	Capital	Revenue	Capital	Revenue
TOTAL						0.00	0.00	0.00	0.00	0.00	0.00

Performance Reporting Schedule 2018/19

Financial period	Deadline for quarter (n) submissions by delivery partners
Quarter 1	20th July 2018
Quarter 2	19th October 2018
Quarter 3	18th January 2019
Quarter 4*	15th March 2019*

*Subject to change

Section III: Declaration and undertaking

[Guidance](#)

We declare that:

- We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- The information on this form is correct to the best of our knowledge and belief and I/we accept full responsibility for it;
We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers;
- We have taken delivery of and/or incurred expenditure on the project objectives for which we are claiming grant and our claim covers only the amounts spent on the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- We undertake that we will notify the GLA immediately in writing or by email of any changes to the details provided in this form.
- We confirm that this claim is for the following amount and relates to the following quarter:

Capital		Q1
Revenue		Q1

- We confirm that the following **match funding** has been spent on the project this quarter as set out in the schedule 4 of the funding agreement:

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
			0.00	
			0.00	

- We confirm that the following is an accurate reflection of the **GLA** funding drawdown to date:

GLA Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the **match funding** accounts:

Match Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the overall project accounts, including both **match and GLA funds**:

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital	0.00	0.00	0.00	0.00	0.00	0.00
Revenue	0.00	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Section 151 Officer/Chief Finance Officer

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(S151/Chief Finance Officer)	

c. Output Values Return

Not applicable

Schedule 6

Evaluation

Evaluation Strategy

Stage	Description of approach
<p>Overview of project context and rationale: the socio-economic conditions your project is responding to, the local strategic context, and the beneficiaries that you project is targeting</p>	<p>Rainham Strategic Industrial Location is an important industrial area and is home to a wide range of businesses including construction, engineering, manufacturing and logistics, along with an increasingly diverse range of other sectors. They benefit from its access to the national as well as London road networks, relatively low land values, and the availability of reasonable quality premises. With the development of new housing in Rainham, intensification of employment is a priority for both the Council and the GLA, as set out in the Riverside opportunity area framework. However, productivity is low, at 78% of the London average, and this is reflected in lower wages for people working in the area (and the borough as a whole). Qualification levels are very low, with roughly half the London average level of adult working age population qualified to L4 and above. Local stakeholders have identified a lack of ambition among young people and their parents to achieve academically, and the Council is working with partners to help improve results at L3 and above.</p> <p>Havering is undergoing significant growth in population and housing, and the Council is supporting regeneration through the formation of four Joint Venture companies to implement major regeneration schemes across the borough, including one in Rainham. Construction firms are particularly well represented in Havering, and this sector is of course critical for regeneration and growth. Partners are providing support for these firms to access larger contracts, and Havering College is working closely with the industry to provide skilled workers, particularly from local disadvantaged communities. New construction methods and smart processes will be fundamental to the design and construction of the new housing, and supporting the local supply chain to respond to these demands will be difficult without facilities to do so.</p> <p>A wide range of other industries are located in and around the area, including logistics companies and other businesses that rely on the movement of goods and materials across significant distances. The growth of e-commerce, and the growth of London itself, mean that these functions will come to have an increasing impact on the way the capital manages growth and continues to function effectively. The social (including health) and environmental impacts of this warrant serious consideration, and many of the small firms operating in these sectors in the area will not manage the changes that will be necessary without support.</p> <p>These are the first two areas of interest for an innovation hub that will change in focus over time as strategic and businesses interests develop and jointly inform ongoing strategy.</p>
<p>Project objectives: a</p>	<p>To improve the public realm of the SIL for workers, and enable increased access to the area for work by local residents.</p>

<p>clear set of objectives which are S.M.A.R.T: specific, measurable, achievable, relevant and time-specific</p>	<p>To increase training in digital technologies, particularly for construction and logistics industries. To support businesses in the wider East London and surrounding area to develop their workforce and adopt new business processes through the operation of an Innovation Hub, thereby improving productivity.</p>
<p>Project logic chain: your completed project logic chain, setting the foundations for your evaluation. preparation for delivery to development milestone</p>	<p>There is a clear, established need to improve skills levels and productivity in the area. The project will do this through providing access to digital technologies and training for businesses and for school and college students. This will need to be carefully curated and promoted through the partnership of agencies working in the area in order to ensure relevance for businesses, uptake and impact. The key KPIs that will identify whether success has been achieved are therefore those relating to skills and productivity, and eventually to business growth. These are increasing numbers of students in priority training sectors, jobs created and increase in business turnover.</p>
<p>Approach to data collection: a summary of how you will collect data to measure performance against each of the output and outcome measures, and to understand wider qualitative and strategic aspects of project performance</p>	<p>See Annex to Schedule 1 deliverables for how outputs will be monitored. We will take these outputs, and put the results together with other information in order to evaluate success. The other information will be overall use of the facility – numbers, and increase over time, financial success – monitoring the extent to which the original business plan is being achieved, look at survey data from users, stakeholders, and residents, to identify whether there is a change, over time, in views of the area and its facilities and the desirability of the SIL as a business location.</p>
<p>Resources and practicalities: a summary of the resources you will use to collect evidence, focusing on the need for robust and timely reporting</p>	<p>The key KPIs will be monitored in accordance with GLA monitoring requirements, and this will be done through the Council as accountable body. Business surveys will be carried out by the Riverside BID on a bi-annual basis, and user surveys will be carried out on a 6-monthly basis by the College and the Innovation Hub team. This will be collected by the Hub Team and discussed within the GGF Steering Group.</p>
<p>Future tracking: consideration of how you might track the impact</p>	<p>The project will provide a key component of a wider strategic vision developed and shared by the partners, for improving and intensifying the Rainham Employment SIL. The Council, the College and SEGRO are committed to this project and want to</p>

<p>and legacy in the longer term, once Good Growth Fund delivery has finished.</p>	<p>see it succeed over the long term. We understand that there is a danger that if the project is funded principally by the GLA over 2-years, there is a real danger that it will not yet have established a sufficient range and quantum of income streams for it to continue into the longer term. For this reason, we have explicitly committed to additional medium term funding contributions. A 5-year business plan has been developed by the Steering Group that demonstrates financial sustainability over this period, given the anticipated income stream from the Hub. This will be set out in the final report from the consultants which will be available in early November.</p> <p>SEGRO is making a commitment to providing space for the hub to operate, at zero rent, for a period of a minimum of 5 years. The College will build the use of the facilities into its mainstream training programmes and continue to provide match funding through ESFA for staffing into the foreseeable future. Income generated by the Hub within the College will be invested in the Incubation Team, and help to gradually offset the GLA investment to prepare for 2020/21 when the GLA funding ceases. The Council will provide support from social value or S106 funds in the third and fourth year of operation in order to get to the break-even point. It also intends to direct its regeneration partners to use the facilities at the Hub to support more effective processes, and help assist the construction supply chain in delivering regeneration in the borough. It will also use the hub to help improve the image and marketing of the area to businesses, and help to generate increased investment and therefore business rates.</p> <p>London Riverside BID will continue to make improvements in the area through investment of the BID levy, and to lobby with other partners for other public and private investment in the area. The landscaped areas will be situated on Council land and will be a permanent feature. The large communal area would also be a permanent fixture. The new bus service will open up the industrial zone enabling the local workforce to take advantage of the broad range of jobs available in the area.</p> <p>The innovation hubs could benefit a wider constituency of businesses in the future, through growth, or wider use, and provide a model for work on London priority sector skills and productivity improvements across London. They will also link well with other regional and sub-regional initiatives, including the Mayor's Construction Academy, provide a mechanism for implementing the Construction Sector Deal, and enhance the area's prospects of attracting the Heathrow Logistics Hub. The Partnership supporting development of the Riverside Opportunity Area, led by the GLA, will be expanded and strengthened through the programme.</p>
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Self Evaluation Template

To be completed after project completion

Section 1: Project Information

Note: this section is required for submission to the GLA, but may be excluded in versions of the evaluation for publication / sharing with your local partners.

Project Summary: please insert short description of your project	
Place and Borough	
Lead Delivery Organisation	
GLA Project Manager	
Self-evaluation lead	
Total GLA funding for project	
Total lifetime cost of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	
Evaluation methodology: please include a short summary of the approach that you have taken to completing the self-evaluation, including the groups and individuals you have consulted with, and the primary research you have undertaken.	

Section 2: Stand-out Messages

A one page summary of your project and key achievements and/or lessons learned. This might include:

- A quick introduction to the project and what's been delivered
- A summary of impacts achieved to date
- An overview of wider achievements and lessons learned
- Project legacy.

Section 3: Project Context and Objectives and Design

This section will provide an overview of the context of the project and summarise how the project was designed to respond to this. This section effectively summarises the information and set out within your bid for funding, and within your grant agreement. It provides a basis against which to test the performance of project delivery.

Please complete the assessment under the following headings:

3.1: Project background: a summary of the local socio-economic and strategic context that your project was responding to.

3.2 Project rationale: a summary of how your project was designed to respond to this context, and the rationale for public sector intervention (i.e. the need for Good Growth Funding).

3.3 Project aims and objectives: an outline of the specific objectives identified by your project at outset.

3.4 Project design and delivery activities: please provide a short overview of the project delivery activities agreed at outset.

3.5 Funding and delivery mechanisms: please provide an overview of the GLA and match funding agreement for your project (as agreed at outset), and the delivery mechanisms that you were expecting to be in place to deliver the project.

3.6 Project targets: please set out here the specific output and outcome targets that have been agreed with the GLA, along with any wider measures that you will be assessing your project performance against.

3.7 Project logic chain: *please insert your project logic chain which in effect summarises the above information.*

Section 4: Project delivery

This section will provide a review of the delivery process after grant agreement stage, including activities delivered, performance in terms of delivery timescales, funding, and outputs (deliverables):

Section 4.1: Overview of Project Design Process: a summary of how the project design process, including commentary on stakeholder and community engagement

Section 4.2: Activities Delivered: this section should provide an overview of the activities which have been delivered. It should include:

A table summarised the different strands of delivery activity, and a summary of delivery progress

Commentary on each of the strands of delivery activity, outlining what has been delivered and outlining any way in which this evolved from original plans. Photos / plans may help to illustrate this.

Commentary on any strands of delivery not delivered, outlining the reasons for this and how funding was reallocated

Section 4.3: Delivery Timescales. A summary of delivery timescales, reflecting on how the project progressed versus the timescales planned at outset, and any reasons for delays.

Section 4.4: Funding Performance. A summary of how the project has performed financially. Please include a table which compares actual spend to budgeted spend for each funding source. Please include commentary on any reasons for variance.

Section 4.5: Delivery Mechanics. A summary of the mechanisms underpinning delivery. This should consider:

A summary of external support procured (to support design, construction, and delivery), and approach taken to procurement

A summary of project management mechanisms

A summary of any project governance mechanisms put in place (eg project boards or steering groups).

Section 4.6: Summary of delivery performance: drawing on the above consideration, a brief summary of delivery performance. As part of this, please include a table outlining how the project has performed against the output targets agreed with the GLA at inception (note: this should focus on output targets only; outcome targets are considered in the next section). The table should include the output target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

Section 5: Project impacts:

This section will focus on the impacts of the project to date.

Section 5.1: A review of economic, social and environmental impacts achieved to date.

The structure of this section will need to be developed to reflect the specific characteristics of the project and should explore the impact of your project on the places, communities, people, and businesses it has sought to support. Example impact themes include (but are not limited to): impact on town centre vitality; impact on skills and employment outcomes; impact on business / enterprise performance; impact on community inclusion and vitality.

The analysis is likely to need to draw upon bespoke research on or with the project beneficiaries: this might comprise surveys, focus groups, consultations, or observational research.

Analysis should draw on both quantitative and qualitative insights. Case studies of beneficiaries can be used to supplement quantitative analysis, and are helpful in telling the story of your project.

Section 5.2: A review of strategic and financial impacts achieved to date:

Please provide an overview of the strategic impacts of your project. This might include improvements in partnership working, strong leadership shown by partner organisations in working towards shared objectives, improving efficiency by testing new ideas / approaches, or putting in place new systems / structures, or leveraging in new funding / resource

If there are any financial impacts of your project (e.g. generation of new business rates, council tax, or improved financial resilience of delivery organisations), please summarise these here. This section can be excluded if not.

Section 5.3: Future Impact. A short section exploring how the impacts achieved might be expected to evolve over the coming years (acknowledging that it may take time for certain impacts to emerge).

Section 5.4: Summary of impacts to date performance: drawing on the above consideration, a brief summary of impact achieved to date. As part of this, please include a table outlining how the project has performed against the outcome targets agreed with the GLA at inception. The table should include the outcome target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

Section 6: Project achievements and lessons:

Building on the assessment of delivery performance and impacts achieved, this section should provide an overview of overall achievements and lessons learnt. Please complete the assessment under the following headings:

6.1: Project achievements: building on the preceding section, identify the areas of greatest achievement for the project. These might relate to any aspect of delivery (from stakeholder engagement, to impacts achieved).

6.2: Barriers to achievement: please identify any challenges experienced which acted as barriers to achievement. This might include practical issues (such as problems during construction, to strategic issues (such as challenges securing agreement on designs).

6.3: Lessons to take forward: please identify the main lessons that you will take forward in delivering future projects of this nature.

Section 7: Project legacy and forward plan

Please provide a summary of the legacy of the project and next steps. Please complete the assessment under the following headings:

7.1: Project Legacy: a overview of the legacy of the project. This might include ongoing / complementary delivery activities, the physical / operational legacy of the project, and planned next steps to embed and build on the legacy

7.2: Challenges and Opportunities: a summary of remaining challenges or emerging opportunities. These might relate to the delivery / bedding in / long term management of the project, or the surrounding socio-economic context

7.3: Recommendations: drawing on the research undertaken, a summary of recommendations to inform ongoing project delivery, or future areas for action / intervention.

Section 8: Conclusions

To conclude, please provide short assessment of the extent to which project objectives have been achieved to date, with specific reference to each of the objectives listed in section 3. This should acknowledge where there is further / ongoing work needed to help achieve objectives.

Schedule 7

Name of programme: Good Growth Fund

Name of applicant organisation: London Borough of Havering

	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient Match	Non Recipient Match	Recipient Match capital	Recipient Match revenue	Non Recipient match capital	Non Recipient match revenue
2018-19	£0,000	0	0		0	0	0	0	0	0	0
2019-20	£1,073,142	£862,320	£740,240	£122,080	£ 210,822	£5,400	£205,422	0	£5,400	£0	£205,422
2020-21	£1,927,934	£666,920	£410,400	£256,520	£1,261,014	£805,400	£455,614	£800,000	£5,400	£100,000	£355,614
2021-22	£552,629	£102,700	0	£102,700	£449,929	£61,400	£388,529	0	£61,400	£0	£388,529

Page 159

I hereby certify that:

1. the organisation named above is eligible to provide public match funding
2. the match funding provided does not contain any funds which have been provided by the GLA group

Signed: _____

Name: _____

Date: _____

Schedule 8

Certificate of Output Delivery

Not applicable

Schedule 9

Programme/Project Output Definitions & Evidence Requirements

Not applicable

Schedule 10

Performance reporting

The Recipient shall unless otherwise agreed in advance by the Authority in writing submit updates on performance to the Authority in the forms set out at :

- Part a of Schedule 5 on a monthly basis; and
- Part b of this Schedule 5 on a Quarterly basis.

Without prejudice and in addition to the foregoing the Recipient shall also provide the GLA and/or the IMS with:

- such information as is requested and in such form as notified by the GLA and/or the IMS at regular intervals as set by GLA Officers; and
- notice of, access and invitations to Project sites, Project meetings and board meetings of the Recipient (as an observer at board meetings of the Recipient) and all documentation relating to such Project meetings including (without limitation) agendas for the same at least five working days in advance.

Equality & Health Impact Assessment (EqHIA)

Document control

Title of activity:	Good Growth Fund – Rainham Innovation Hub and Public Realm improvements – Grant Agreement
Lead officer:	Helen Payne, Interim Business Development Manager, Development.
Approved by:	Neil Stubbings, Director of Regeneration Programme Delivery.
Date completed:	18/04/2019
Scheduled date for review:	18/04/2020

Please note that the Corporate Policy & Diversity and Public Health teams require at least **5 working days** to provide advice on EqHIAs.

Did you seek advice from the Corporate Policy & Diversity team?	Yes
Did you seek advice from the Public Health team?	No
Does the EqHIA contain any confidential or exempt information that would prevent you publishing it on the Council's website?	No

Please note that EqHIAs are **public** documents and must be made available on the Council's [EqHIA webpage](#).

Please submit the completed form via e-mail to EqHIA@havering.gov.uk thank you.

1. Equality & Health Impact Assessment Checklist

Please complete the following checklist to determine whether or not you will need to complete an EqHIA and ensure you keep this section for your audit trail. If you have any questions, please contact EqHIA@havering.gov.uk for advice from either the Corporate Diversity or Public Health teams. Please refer to the Guidance in Appendix 1 on how to complete this form.

About your activity

1	Title of activity	Good Growth Fund – Rainham Innovation Hub and public realm improvements contractual agreements.		
2	Type of activity	Enter into a grant agreement with the Greater London Authority (GLA) until 31 st March 2022 to provide an Innovation Hub designed to boost productivity and skills in Havering and across East London and improve the physical environment of the area for workers, students and visitors.		
3	Scope of activity	The contract with the GLA will entail entering into an agreement with three delivery partners including SEGRO, Havering College of Further and Higher Education and the London Riverside Business Improvement District. The agreement will set out the responsibilities of each partner in delivering the project. The Innovation project will provide support for students and businesses to use digital technologies that they may not otherwise have access to, workforce development, information and research. The public realm work will improve the physical environment of the industrial area for workers within the industrial estate.		
4a	Are you changing, introducing a new, or removing a service, policy, strategy or function?	Yes	If the answer to <u>any</u> of these questions is 'YES', please continue to question 5.	If the answer to <u>all</u> of the questions (4a, 4b & 4c) is 'NO', please go to question 6.
4b	Does this activity have the potential to impact (either positively or negatively) upon people (9 protected characteristics)?	Yes		
4c	Does the activity have the potential to impact (either positively or negatively) upon any factors which determine people's health and wellbeing?	Yes / No		
5	If you answered YES:	Please complete the EqHIA in Section 2 of this document. Please see Appendix 1 for Guidance.		

6	If you answered NO:	<p><i>Please provide a clear and robust explanation on why your activity does not require an EqHIA. This is essential in case the activity is challenged under the Equality Act 2010.</i></p> <p><i>Please keep this checklist for your audit trail.</i></p>
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Completed by:	Daniel Moore, Interim Business Development Officer, Development
Date:	03/05/2019

2. The EqHIA – How will the strategy, policy, plan, procedure and/or service impact on people?

Background/context:
<p>LBH successfully secured £1.6m from the GLAs good growth fund to improve the public realm in the Rainham BID area and create an innovation hub that will be situated on two sites at Havering College and SEGRO.</p>

Who will be affected by the activity?
<p>When the innovation hub is established it will have a positive economic effect on businesses in Rainham, Havering borough and the wider area. It will allow them access to technologies and training to enable them to improve their outputs and productivity. As part of the hub will be based at Havering College students will have the opportunity to use the hub to improve their qualifications and skill sets. The public realm improvements that will be included as part of the project will benefit residents, visitors and businesses based in the Rainham BID area.</p> <p>As stipulated in the grant agreement the project will adhere to the Mayor’s equality, diversity and inclusion (EDI) strategy ‘Inclusive London’. Projects awarded funding through the GGF will also be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012, and demonstrate this through regular reporting of progress to the GLA.</p>

Protected Characteristic - Age: Consider the full range of age groups	
<i>Please tick (✓) the relevant box:</i>	<p>Overall impact: Part of the Hub will be based at Havering College and will allow younger people the opportunity to access new training opportunities to improve their employment options. Beneficiaries of the hub will also include older participants who are in employment but require upskilling.</p>
Positive	

Neutral		
Negative		
Evidence:		
<p>The successful bid that was submitted to the GLA stipulated that the creation of an innovation hub in Rainham will generate outputs including:</p> <ul style="list-style-type: none"> • Improved educational outcomes across all areas but particularly London priority sectors (200pa) • Increase in the number of students in priority training sectors (80pa) • People entering into employment (all people local people, equalities, groups) (50pa) 		
Sources used:		
<p>The outputs that were stated in the bid have been included as part of the grant agreement and delivery partners will be contractually obliged to meet these outputs.</p>		

Protected Characteristic - Disability: Consider the full range of disabilities; including physical mental, sensory and progressive conditions		
<i>Please tick (✓) the relevant box:</i>		Overall impact:
Positive	<input checked="" type="checkbox"/>	The innovation hub and public realm improvements will benefit residents and visitors including people with physical mental and sensory and progressive conditions.
Neutral	<input type="checkbox"/>	
Negative	<input type="checkbox"/>	
Evidence:		
<p>Havering College remain committed to ensuring all member of the community are actively engaged with and encouraged to fulfill their educational potential including residents with physical, mental, sensory and progressive conditions.</p> <p>As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.</p> <p>The college work with external agencies including:</p> <ul style="list-style-type: none"> • NELFT Adult mental health Service • Talking Therapies • Havering Association for People with Disabilities (HAD) 		

- Having MIND

The innovation hub will allow the college to continue to work with people with disabilities and potentially offer them the opportunity to upskill and exploit new opportunities.

The design specification for the public realm improvements in the LRBID reference the requirement that the space must be accessible for all people including those with disabilities.

Sources used:

[Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.](#)

London Riverside BID Rainham SIL: Access and Innovation Public Realm project – 2nd stage Interview briefing.

Protected Characteristic - Sex/gender: Consider both men and women

Please tick (✓) the relevant box:

Overall impact: The project will look to encourage women to participate in training and in accessing the facilities of the innovation hub.

Positive ✓

Neutral

Negative

**Expand box as required*

Evidence:

The successful bid to secure funding for this project states that the innovation hub will encourage women, who have been traditionally been under represented at all levels in construction and engineering, to upskill and train to take advantage of the employment opportunities in these sectors.

Sources used:

The successful bid to the GLA.

Protected Characteristic - Ethnicity/race: Consider the impact on different ethnic groups and nationalities

Please tick (✓) the relevant box:

Overall impact:

Positive ✓

The innovation hub and public realm improvements will benefit residents and visitors including people of different ethnic groups or nationalities.

Neutral	<input type="checkbox"/>	
Negative	<input type="checkbox"/>	
Evidence:		
<p>As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.</p>		
Sources used:		
<p>Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.</p>		

Protected Characteristic - Religion/faith: Consider people from different religions or beliefs including those with no religion or belief		
<i>Please tick (✓) the relevant box:</i>		Overall impact: The innovation hub and public realm improvements will benefit residents and visitors of all religions and those with no religion or belief.
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	
Evidence:		
<p>As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.</p>		
Sources used:		
<p>Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.</p>		

Protected Characteristic - Sexual orientation: Consider people who are heterosexual, lesbian, gay or bisexual

<i>Please tick (✓) the relevant box:</i>		Overall impact: The innovation hub and public realm improvements will benefit residents and visitors including people who are heterosexual, lesbian, gay or bisexual.
Positive		
Neutral	✓	
Negative		
Evidence: As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.		
Sources used: Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.		

Protected Characteristic - Gender reassignment: Consider people who are seeking, undergoing or have received gender reassignment surgery, as well as people whose gender identity is different from their gender at birth		
<i>Please tick (✓) the relevant box:</i>		Overall impact: The innovation hub and public realm improvements will benefit residents and visitors including people who are seeking or have received gender reassignment surgery.
Positive		
Neutral	✓	
Negative		
Evidence: As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics. The report details workshops that were ran to increase LGBT awareness.		

Sources used:

Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.

Protected Characteristic - Marriage/civil partnership: Consider people in a marriage or civil partnership

<i>Please tick (✓) the relevant box:</i>		Overall impact: The innovation hub and public realm improvements will benefit both married people and people within a civil partnership.
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	

Evidence:

As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.

Sources used:

Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.

Protected Characteristic - Pregnancy, maternity and paternity: Consider those who are pregnant and those who are undertaking maternity or paternity leave

<i>Please tick (✓) the relevant box:</i>		Overall impact: The innovation hub and public realm improvements will benefit those who are pregnant and those undertaking maternity or paternity leave.
Positive	<input type="checkbox"/>	
Neutral	<input checked="" type="checkbox"/>	
Negative	<input type="checkbox"/>	

<p>Evidence:</p> <p>As a response to the Equality Act of 2010 Havering College produces an annual report which covers the nine protected characteristics including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation, marriage or civil partnership and disability. The report illustrates how the college actively engages with and monitors the progress of students with protected characteristics.</p>
<p>Sources used:</p> <p>Havering College of Further and Higher Education Equality and Diversity Report 2017/2018.</p>

<p>Socio-economic status: Consider those who are from low income or financially excluded backgrounds</p>	
<p><i>Please tick (✓) the relevant box:</i></p>	<p>Overall impact: The creation of the hub will allow residents to benefit from training opportunities and allow them to access trades and sectors which currently suffer from a shortage of skilled employees.</p>
<p>Positive <input checked="" type="checkbox"/></p>	
<p>Neutral <input type="checkbox"/></p>	
<p>Negative <input type="checkbox"/></p>	

<p>Evidence:</p> <p>Within the successful bid that was submitted to the GLA it was stipulated that the creation of an innovation hub in Rainham will generate outputs including:</p> <ul style="list-style-type: none"> • Number of people progressing into work (60 people pa).
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<p>Sources used:</p> <p>The outputs that were stated in the bid have been included as part of the grant agreement and delivery partners will be contractually obliged to meet these outputs.</p>




<p>Health & Wellbeing Impact: Consider both short and long-term impacts of the activity on a person's physical and mental health, particularly for disadvantaged, vulnerable or at-risk groups. Can health and wellbeing be positively promoted through this activity? Please use the Health and Wellbeing Impact Tool in Appendix 2 to help you answer this question.</p>	
<p><i>Please tick (✓) all the relevant boxes that apply:</i></p>	<p>Overall impact: The public realm improvements in the Rainham BID area will be designed specifically to promote good mental, physical and social</p>

Positive	✓	health.
Neutral		
Negative		<p>Do you consider that a more in-depth HIA is required as a result of this brief assessment? Please tick (✓) the relevant box</p> <p style="text-align: right;"> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </p>
<p>Evidence: The successful bid to the GLA states that the public realm improvements will encourage greater use of the outdoors and educate the local community on flora and fauna, air quality and benefits of regular exercise.</p> <p>The economic growth that will be stimulated through the innovation hub will financially benefit residents and add to health and wellbeing.</p>		
<p>Sources used:</p> <p>The outputs that were stated in the bid have been included as part of the grant agreement and delivery partners will be contractually obliged to meet these outputs. One of the outputs is the amount of public realm being created or improved.</p> <p>The successful bid to the GLA.</p>		

3. Outcome of the Assessment

The EqHIA assessment is intended to be used as an improvement tool to make sure the activity maximises the positive impacts and eliminates or minimises the negative impacts. The possible outcomes of the assessment are listed below and what the next steps to take are:

Please tick (✓) what the overall outcome of your assessment was:

	<p>1. The EqHIA identified <u>no significant concerns</u> OR the identified <u>negative concerns</u> have already been <u>addressed</u></p>		<p>Proceed with implementation of your activity</p>
	<p>2. The EqHIA identified some <u>negative impact</u> which still needs to be <u>addressed</u></p>		<p>COMPLETE SECTION 4: Complete action plan and finalise the EqHIA</p>
	<p>3. The EqHIA identified some <u>major concerns</u> and showed that it is <u>impossible to diminish negative impacts</u> from the activity to an acceptable or even lawful level</p>		<p>Stop and remove the activity or revise the activity thoroughly. Complete an EqHIA on the revised proposal.</p>

4. Action Plan

The real value of completing an EqHIA comes from the identifying the actions that can be taken to eliminate/minimise negative impacts and enhance/optimize positive impacts. In this section you should list the specific actions that set out how you will address any negative equality and health & wellbeing impacts you have identified in this assessment. Please ensure that your action plan is: more than just a list of proposals and good intentions; sets ambitious yet achievable outcomes and timescales; and is clear about resource implications.

Protected characteristic / health & wellbeing impact	Identified Negative or Positive impact	Recommended actions to mitigate Negative impact* or further promote Positive impact	Outcomes and monitoring**	Timescale	Lead officer
Age	Positive	Outreach and ongoing work with employers and further educational providers.	Obligations under the contract with the GLA. Monitoring and tracking of participants who use the innovation hub.	2 years	Helen Payne
Sex/Gender	Positive	Outreach to JCP and employment agencies.	Monitoring and tracking of participants who use the innovation hub.	2 years	Helen Payne
Socio economic status	Positive	Outreach with JCP, LA and housing associations to recruit unemployed people.	Obligations under the contract with the GLA. Monitoring and tracking of participants who use the innovation hub.	2 years	Helen Payne

Health and Wellbeing	Positive	Work closely with the GLA and the BID to ensure high quality design.	Ensure design principles are adhered to.	2 years	Helen Payne
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Add further rows as necessary

* You should include details of any future consultations and any actions to be undertaken to mitigate negative impacts

** Monitoring: You should state how the impact (positive or negative) will be monitored; what outcome measures will be used; the known (or likely) data source for outcome measurements; how regularly it will be monitored; and who will be monitoring it (if this is different from the lead officer).

5. Review

In this section you should identify how frequently the EqHIA will be reviewed; the date for next review; and who will be reviewing it.

Review: The EqHIA will be reviewed after two year's, this will allow the grant agreement to be signed and delivery of the project to commence.

Scheduled date of review: 30/04/2021

Lead Officer conducting the review: Helen Payne

Please submit the completed form via e-mail to EqHIA@havering.gov.uk thank you.

Appendix 1. Guidance on Undertaking an EqHIA

This Guidance can be deleted prior to publication.

What is it?

The Equality & Health Impact Assessment (EqHIA) is a tool to ensure that your activity meets the needs of individuals and groups that use your service, whilst at the same time ensuring a person's chance of leading a healthy life is the same wherever they live and whoever they are. We want to ensure that the activities of the Council are 'fit for purpose' and meet the needs of Havering's increasingly diverse communities and employees. This robust and systematic EqHIA process ensures that any potential detrimental effects or discrimination is identified, removed, or mitigated and positive impacts are enhanced.

When to Assess:

An EqHIA should be carried out when you are changing, removing or introducing a new service, policy, strategy or function; for simplicity, these are referred to as an "activity" throughout this document. It is best to conduct the assessment as early as possible in the decision-making process.

Guidance: Equality & Health Impact Assessment Checklist

The Checklist in Section 1 asks the key questions,

4a) Are you changing, introducing a new, or removing a service, policy, strategy or function?

4b) Does this activity (policy/strategy/service/decision) have the potential to impact (either positively or negatively) upon people (9 protected characteristics)?

4c) Does this activity (policy/strategy/service/decision) have the potential to impact (either positively or negatively) upon any factors which determine people's health and wellbeing?

- If the answer to ANY of the questions 4a, 4b or 4c of the Checklist is 'YES' then you must carry out an assessment. e.g. Proposed changes to Contact Centre Opening Hours
'YES' = you need to carry out an EqHIA
- If the answer to ALL of the questions, 4a or 4b of the Checklist is NO, then you do not need to carry out an EqHIA assessment. e.g. Quarterly Performance Report
'NO' = you DO NOT need to carry out an EqHIA. Please provide a clear explanation as to why you consider an EqHIA is not required for your activity.

Using the Checklist

The assessment should take into account all the potential impacts of the proposed activity, be it a major financial decision, or a seemingly simple policy change. Considering and completing this EqHIA will ensure that all Council plans, strategies, policies, procedures, services or other activity comply with relevant statutory obligations and responsibilities. In particular it helps the Council to meet its legal obligation under the [Equality Act 2010 and the Public Sector Equality Duty](#) and its public health duties under the [Health and Social Care Act 2012](#).

Having Due Regard

To have due regard means that in making decisions and in its other day-to-day activities, the Council must consciously consider the need to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between different groups
- Foster good relations between different groups
- Reduce inequalities in health outcomes

Combining Equality and Health Impact Assessment:

[Equality Impact Assessments \(EIAs\)](#) provide a systematic way of ensuring that legal obligations are met. They assess whether a proposed policy, procedure, service change or plan will affect people different on the basis of their 'protected characteristics' and if it will affect their human rights. Currently there are **nine protected characteristics** (previously known as 'equality groups' or 'equality strands'): age, disability, sex/gender, ethnicity/race, religion/faith, sexual orientation, gender reassignment, marriage/civil partnership, and pregnancy/ maternity/paternity.

An activity does not need to impact on all 9 protected characteristics – impacting on just one is sufficient justification to complete an EqHIA.

[Health Impact Assessments \(HIAs\)](#) consider the potential impact of any change or amendment to a policy, service, plan, procedure or programme on the health and wellbeing of the population. HIAs help identify how people may be affected differently on the basis of where they live and potential impacts on health inequalities and health equity by assessing the distribution of potential effects within the population, particularly within vulnerable groups. 'Health' is not restricted to medical conditions, or the provision of health services, but rather encompasses the wide range of influences on people's health and wellbeing. This includes, but is not limited to, experience of discrimination, access to transport, housing, education, employment - known as the 'wider determinants of health'.

This [Equality and Health Impact Assessment \(EqHIA\)](#) brings together both impact assessments into a single tool which will result in a set of recommendations to eliminate discrimination and inequality; enhance potential positive impacts and mitigate where possible for negative impacts. In conducting this EqHIA you will need to assess the impact (positive, neutral or negative) of your activity on individuals and groups with **protected characteristics** (this includes staff delivering your activity), **socio-economic status** and **health & wellbeing**. Guidance on what to include in each section is given on the next pages.

Guidance: What to include in background/context

In this section you will need to add the background/context of your activity, i.e. what is the activity intending to do, and why?

Make sure you include the scope and intended outcomes of the activity being assessed; and highlight any proposed changes. Please include a brief rationale for your activity and any supporting evidence for the proposal. Some questions to consider:

- What is the aim, objectives and intended outcomes?
 - How does this activity meet the needs of the local population?
 - Has this activity been implemented in another area? What were the outcomes?
 - Is this activity being implemented as per best practice guidelines?
 - Who were the key stakeholders in this activity?
- *Note that the boxes will expand as required

Guidance: Who will be affected by the activity?

The people who will be affected may be

Residents: pay particular attention to vulnerable groups in the population who may be affected by this activity

Businesses/ manufacturing / developers / small, medium or large enterprises

Employees: e.g. Council staff for an internal activity, other statutory or voluntary sector employees, local businesses and services

*Note that the boxes will expand as required

Guidance: What to include in assessing a Protected Characteristic e.g. AGE

Please tick (✓) the relevant box:

Positive

Neutral

Negative

Overall impact: In this section you will need to consider and note what impact your activity will have on individuals and groups (including staff) with protected characteristics based on the data and information you have. You should note whether this is a positive, neutral or negative impact.

It is essential that you note all negative impacts. This will demonstrate that you have paid 'due regard' to the Public Sector Equality Duty if your activity is challenged under the Equality Act.

*Note that the boxes will expand as required

Evidence: In this section you will need to document the evidence that you have used to assess the impact of your activity.

When assessing the impact, please consider and note how your activity contributes to the three aims of the Public Sector Equality Duty (PSED) as stated in the section above.

It is essential that you note the full impact of your activity, so you can demonstrate that you have fully considered the equality implications and have paid 'due regard' to the PSED should the Council be challenged.

- If you have identified a **positive impact**, please note this.
- If you think there is a **neutral impact** or the impact is not known, please provide a full reason why this is the case.
- If you have identified a **negative impact**, please note what steps you will take to mitigate this impact. If you are unable to take any mitigating steps, please provide a full reason why. All negative impacts that have mitigating actions must be recorded in the **Action Plan**.
- **Please ensure that appropriate consultation with affected parties has been undertaken and evidenced**

Sources used: In this section you should list all sources of the evidence you used to assess the impact of your activity. This can include:

- Service specific data
- Population, demographic and socio-economic data. Suggested sources include:
 - o Service user monitoring data that your service collects
 - o [Havering Data Intelligence Hub](#)
 - o [Office for National Statistics \(ONS\)](#)

If you do not have any relevant data, please provide the reason why.

*Note that the boxes will expand as required

Guidance: What to include in assessing Health & Wellbeing Impact:

Please tick (✓) all the relevant boxes that apply:

Positive

Neutral

Negative

Overall impact: In this section you will need to consider and note whether the proposal could have an overall impact on, or implications for, people's health and wellbeing or any factors which determine people's health.

How will the activity help address inequalities in health?

Include here a brief outline of what could be done to enhance the positive impacts and, where possible, mitigate for the negative impacts.

*Note that the boxes will expand as required

Do you consider that a more in-depth HIA is required as a result of this brief assessment? Please tick (✓) the relevant box

Yes No

Evidence: In this section you will need to outline in more detail how you came to your conclusions above:

- What is the nature of the impact?
- Is the impact **positive** or **negative**? It is possible for an activity to have **both positive and negative impacts**. Consider here whether people will be able to access the service being offered; improve or maintain healthy lifestyles; improve their opportunities for employment/income; whether and how it will affect the environment in which they live (housing, access to parks & green space); what the impact on the family, social support and community networks might be
- What can be done to mitigate the negative impacts and/or enhance the positive impacts?
- If you think there is a **neutral impact**, or the impact is not known, please provide a brief reason why this is the case.
- What is the likelihood of the impact? Will the impact(s) be in weeks, months or years? In some cases the short-term risks to health may be worth the longer term benefits.
- Will the proposal affect different groups of people in different ways? A proposal that is likely to benefit one section of the community may not benefit others and could lead to inequalities in health.

Please use the Health & Wellbeing Impact Tool in Appendix 2 as a guide/checklist to assess the potential wider determinants of health impacts.

This tool will help guide your thinking as to what factors affect people's health and wellbeing, such as social support, their housing conditions, access to transport, employment, education, crime and disorder and environmental factors. It is not an exhaustive list, merely a tool to guide your assessment; there may be other factors specific to your activity.

Some questions you may wish to ask include:

- Will the activity impact on people's ability to socialise, potentially leading to social isolation?
- Will the activity affect a person's income and/or have an effect on their housing status?
- Is the activity likely to cause the recipient of a service more or less stress?
- Will any change in the service take into account different needs, such as those with learning difficulties?
- Will the activity affect the health and wellbeing of persons not directly related to the service/activity, such as carers, family members, other residents living nearby?
- If there is a short-term negative effect, what will be done to minimise the impact as much as possible?

- Are the longer-term impacts positive or negative? What will be done to either promote the positive effects or minimise the negative effects?
- Do the longer term positive outcomes outweigh the short term impacts?

*Note that the boxes will expand as required

Sources used: In this section you should list all sources of the evidence you used to assess the impact of your activity. This could include, e.g.:

Information on the population affected

- Routinely collected local statistics (e.g. quality of life, health status, unemployment, crime, air quality, educational attainment, transport etc.)
- Local research/ Surveys of local conditions
- Community profiles

Wider Evidence

- Published Research, including evidence about similar proposals implemented elsewhere (e.g. Case Studies).
- Predictions from local or national models
- Locally commissioned research by statutory/voluntary/private organisations

Expert Opinion

- Views of residents and professionals with local knowledge and insight

*Note that the boxes will expand as required

Guidance: Outcome of the Assessment

On reflection, what is your overall assessment of the activity?

The purpose of conducting this assessment is to offer an opportunity to think, reflect and **improve** the proposed activity. It will make sure that the Council can evidence that it has considered its due regard to equality and health & wellbeing to its best ability.

It is not expected that all proposals will be immediately without negative impacts! However, where these arise, what actions can be taken to mitigate against potential negative effects, or further promote the positive impacts?

Please tick one of the 3 boxes in this section to indicate whether you think:

1. all equality and health impacts are adequately addressed in the activity – proceed with your activity pending all other relevant approval processes
2. the assessment identified some negative impacts which could be addressed – please complete the Action Plan in Section 4.
3. If the assessment reveals some significant concerns, this is the time to stop and re-think, making sure that we spend our Council resources wisely and fairly. There is no shame in stopping a proposal.

*Note that the boxes will expand as required

Guidance: Action Plan

For each protected characteristic/health & wellbeing impact where an impact on people or their lives has been identified, complete one row of the action plan. You can add as many further rows as required.

State whether the impact is Positive or Negative

Briefly outline the actions that can be taken to mitigate against the negative impact or further enhance a positive impact. These actions could be to make changes to the activity itself (service, proposal, strategy etc.) or to make contingencies/alterations in the setting/environment where the activity will take place.

For example, might staff need additional training in communicating effectively with people with learning difficulties, if a new service is opened specifically targeting those people? Is access to the service fair and equitable? What will the impact on other service users be? How can we ensure equity of access to the service by all users? Will any signage need changing? Does the building where the service being delivered comply with disability regulations?

Guidance: Review

Changes happen all the time! A service/strategy/policy/activity that is appropriate at one time, may no longer be appropriate as the environment around us changes. This may be changes in our population, growth and makeup, legislative changes, environmental changes or socio-political changes.

Although we can't predict what's going to happen in the future, a review is recommended to ensure that what we are delivering as a Council is still the best use of our limited resources. The timescale for review will be dependent on the scale of the activity.

A major financial investment may require a review every 2-3 years for a large scale regeneration project over 10-15 years.

A small policy change may require a review in 6 months to assess whether there are any unintended outcomes of such a change.

Please indicate here how frequently it is expected to review your activity and a brief justification as to why this timescale is recommended.

Appendix 2. Health & Wellbeing Impact Tool

Will the activity/service/policy/procedure affect any of the following characteristics? Please tick/check the boxes below

The following are a range of considerations that might help you to complete the assessment.

Lifestyle YES <input type="checkbox"/> NO <input type="checkbox"/>	Personal circumstances YES <input type="checkbox"/> NO <input type="checkbox"/>	Access to services/facilities/amenities YES <input type="checkbox"/> NO <input type="checkbox"/>
<input type="checkbox"/> Diet <input type="checkbox"/> Exercise and physical activity <input type="checkbox"/> Smoking <input type="checkbox"/> Exposure to passive smoking <input type="checkbox"/> Alcohol intake <input type="checkbox"/> Dependency on prescription drugs <input type="checkbox"/> Illicit drug and substance use <input type="checkbox"/> Risky Sexual behaviour <input type="checkbox"/> Other health-related behaviours, such as tooth-brushing, bathing, and wound care	<input type="checkbox"/> Structure and cohesion of family unit <input type="checkbox"/> Parenting <input type="checkbox"/> Childhood development <input type="checkbox"/> Life skills <input type="checkbox"/> Personal safety <input type="checkbox"/> Employment status <input type="checkbox"/> Working conditions <input type="checkbox"/> Level of income, including benefits <input type="checkbox"/> Level of disposable income <input type="checkbox"/> Housing tenure <input type="checkbox"/> Housing conditions <input type="checkbox"/> Educational attainment <input type="checkbox"/> Skills levels including literacy and numeracy	<input type="checkbox"/> to Employment opportunities <input type="checkbox"/> to Workplaces <input type="checkbox"/> to Housing <input type="checkbox"/> to Shops (to supply basic needs) <input type="checkbox"/> to Community facilities <input type="checkbox"/> to Public transport <input type="checkbox"/> to Education <input type="checkbox"/> to Training and skills development <input type="checkbox"/> to Healthcare <input type="checkbox"/> to Social services <input type="checkbox"/> to Childcare <input type="checkbox"/> to Respite care <input type="checkbox"/> to Leisure and recreation services and facilities
Social Factors YES <input type="checkbox"/> NO <input type="checkbox"/>	Economic Factors YES <input type="checkbox"/> NO <input type="checkbox"/>	Environmental Factors YES <input type="checkbox"/> NO <input type="checkbox"/>
Page 183 <input type="checkbox"/> Social contact <input type="checkbox"/> Social support <input type="checkbox"/> Neighbourliness <input type="checkbox"/> Participation in the community <input type="checkbox"/> Membership of community groups <input type="checkbox"/> Reputation of community/area <input type="checkbox"/> Participation in public affairs <input type="checkbox"/> Level of crime and disorder <input type="checkbox"/> Fear of crime and disorder <input type="checkbox"/> Level of antisocial behaviour <input type="checkbox"/> Fear of antisocial behaviour <input type="checkbox"/> Discrimination <input type="checkbox"/> Fear of discrimination <input type="checkbox"/> Public safety measures <input type="checkbox"/> Road safety measures	<input type="checkbox"/> Creation of wealth <input type="checkbox"/> Distribution of wealth <input type="checkbox"/> Retention of wealth in local area/economy <input type="checkbox"/> Distribution of income <input type="checkbox"/> Business activity <input type="checkbox"/> Job creation <input type="checkbox"/> Availability of employment opportunities <input type="checkbox"/> Quality of employment opportunities <input type="checkbox"/> Availability of education opportunities <input type="checkbox"/> Quality of education opportunities <input type="checkbox"/> Availability of training and skills development opportunities <input type="checkbox"/> Quality of training and skills development opportunities <input type="checkbox"/> Technological development <input type="checkbox"/> Amount of traffic congestion	<input type="checkbox"/> Air quality <input type="checkbox"/> Water quality <input type="checkbox"/> Soil quality/Level of contamination/Odour <input type="checkbox"/> Noise levels <input type="checkbox"/> Vibration <input type="checkbox"/> Hazards <input checked="" type="checkbox"/> Land use <input type="checkbox"/> Natural habitats <input checked="" type="checkbox"/> Biodiversity <input type="checkbox"/> Landscape, including green and open spaces <input type="checkbox"/> Townscape, including civic areas and public realm <input type="checkbox"/> Use/consumption of natural resources <input type="checkbox"/> Energy use: CO2/other greenhouse gas emissions <input type="checkbox"/> Solid waste management <input type="checkbox"/> Public transport infrastructure

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