





Brighton & Hove
City Council

Policy, Resources & Growth Committee

Title:	Policy, Resources & Growth Committee
Date:	25 January 2018
Time:	4.00pm
Venue	Council Chamber, Hove Town Hall
Members:	Councillors: Morgan (Chair), Hamilton (Deputy Chair), Janio (Opposition Spokesperson), Mac Cafferty (Group Spokesperson), Bell, Mitchell, Peltzer Dunn, Sykes, Wealls and Yates
Contact:	John Peel Democratic Services Officer 01273 291058 john.peel@brighton-hove.gov.uk

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Democratic Services: Policy, Resources & Growth Committee

Monitoring Officer	Councillor Morgan Chair	Chief Executive	Democratic Services Officer
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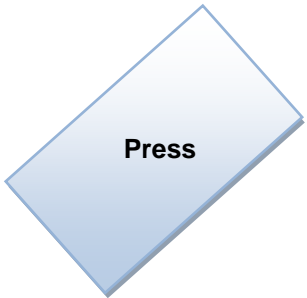
Exec. Director Finance & Resources
Exec. Director Economy, Environment & Culture
Exec. Director Neighbourhoods, Communities & Housing
Exec. Director Families, Children & Learning
Exec. Director Adult Care & Health

Councillor Hamilton Deputy Chair
Councillor Mitchell
Councillor Yates

Councillor Peltzer Dunn
Councillor Wealls
Councillor Bell
Councillor Janio Opposition Spokesperson
Councillor Mac Cafferty Group Spokesperson
Councillor Sykes



Public Speaker	Councillor Speaking
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Public Seating



Public Seating



AGENDA

PART ONE

Page

PROCEDURAL MATTERS

76 PROCEDURAL BUSINESS

(a) Declaration of Substitutes: Where Councillors are unable to attend a meeting, a substitute Member from the same Political Group may attend, speak and vote in their place for that meeting.

(b) Declarations of Interest:

- (a) Disclosable pecuniary interests;
- (b) Any other interests required to be registered under the local code;
- (c) Any other general interest as a result of which a decision on the matter might reasonably be regarded as affecting you or a partner more than a majority of other people or businesses in the ward/s affected by the decision.

In each case, you need to declare

- (i) the item on the agenda the interest relates to;
- (ii) the nature of the interest; and
- (iii) whether it is a disclosable pecuniary interest or some other interest.

If unsure, Members should seek advice from the committee lawyer or administrator preferably before the meeting.

(c) Exclusion of Press and Public: To consider whether, in view of the nature of the business to be transacted, or the nature of the proceedings, the press and public should be excluded from the meeting when any of the following items are under consideration.

NOTE: *Any item appearing in Part Two of the Agenda states in its heading the category under which the information disclosed in the report is exempt from disclosure and therefore not available to the public.*

A list and description of the exempt categories is available for public inspection at Brighton and Hove Town Halls.

77 MINUTES

To Follow

To consider the minutes of the meeting held on 30 November 2017

Contact Officer: John Peel

Tel: 01273 291058

78 CHAIR'S COMMUNICATIONS

79 CALL OVER

- (a) Items 82 – 91 will be read out at the meeting and Members invited to reserve the items for consideration.
- (b) Those items not reserved will be taken as having been received and the reports' recommendations agreed.

GENERAL MATTERS

80 PUBLIC INVOLVEMENT

To consider the following matters raised by members of the public:

- (a) **Petitions:** to receive any petitions presented by members of the public to the full Council or as notified for presentation at the meeting by the due of 15 January 2018;
- (b) **Written Questions:** to receive any questions submitted by the due date of 12 noon on the 19 January 2018;
- (c) **Deputations:** to receive any deputations submitted by the due date of 12 noon on the 19 January 2018.

81 MEMBER INVOLVEMENT

1 - 4

To consider the following matters raised by councillors:

- (a) **Petitions:** to receive any petitions submitted to the full Council or at the meeting itself;
- (b) **Written Questions:** to consider any written questions;
- (c) **Letters:** to consider any letters;
- (d) **Notices of Motion:** to consider any Notices of Motion referred from Council or submitted directly to the Committee.
 - (i) Better Support for Care Leavers
 - (ii) Able & Willing

FINANCIAL MATTERS

82 BUSINESS RATES RETENTION FORECAST 2018/19

5 - 18

Report of the Executive Director, Finance & Resources

Contact Officer: James Hengeveld

Tel: 01273 291242

Ward Affected: All Wards

POLICY, RESOURCES & GROWTH COMMITTEE

83 COUNCIL TAX BASE 2018/19 19 - 28

Report of the Executive Director, Finance & Resources

Contact Officer: James Hengeveld

Tel: 01273 291242

Ward Affected: All Wards

84 LIFE EVENTS FEES & CHARGES 2018/19 29 - 46

Report of the Executive Lead Officer, Strategy, Governance & Law

Contact Officer: Paul Holloway

Tel: 01273 292005

Ward Affected: All Wards

STRATEGIC & POLICY MATTERS

85 COMMUNITY ASSET TRANSFER POLICY 47 - 82

Extract from the proceedings of the Neighbourhoods, Inclusion, Communities & Equalities Committee meeting held on the 27 November 2017; together with a report of the Executive Director, Economy, Environment & Culture and the Executive Director, Neighbourhoods, Communities & Housing

*Contact Officer: Angela Dymott, Emma
McDermott*

Tel: 01273 291450

Tel: 01273 296805

Ward Affected: All Wards

REGENERATION & PROPERTY MATTERS

86 ROYAL PAVILION AND MUSEUMS TRUST ARRANGEMENTS 83 - 200

Extract from the proceedings of the Tourism, Development & Culture Committee meeting held on the 15 January 2018 (to follow); together with a report of the Executive Director Economy, Environment & Culture

Contact Officer: Val Birchall

Tel: 01273 292571

Ward Affected: All Wards

87 STANMER PARK RESTORATION PROJECT - PROCUREMENT OF WORKS 201 - 220

Extract from the proceedings of the Environment, Transport & Sustainability Committee meeting held on the 23 January 2018 (to follow); together with a report of the Executive Director, Economy, Environment & Culture

Contact Officer: Jonathan Dall

Tel: 01273 295037

Ward Affected: All Wards

88 LAND AT WEST BLATCHINGTON PRIMARY SCHOOL: 221 - 328
DEVELOPMENT AGREEMENT WITH THE SECRETARY OF STATE
FOR COMMUNITIES AND LOCAL GOVERNMENT AND 125 YEAR
LEASE FOR THE PURPOSE OF PROVIDING A PERMANENT SITE
FOR KING'S SCHOOL

Report of the Executive Director, Economy, Environment & Culture and
Executive Director, Families, Children & Learning

Contact Officer: Gillian Churchill

Tel: 01273 293515

Ward Affected: All Wards

89 DISPOSAL OF 54 LONDON ROAD 329 - 334

Report of the Executive Director Economy, Environment & Culture

Contact Officer: Jessica Hamilton

Tel: 01273 291461

Ward Affected: St Peter's & North Laine

90 ANIMAL WELFARE FACILITY 335 - 352

Report of the Executive Director, Neighbourhoods. Communities &
Housing

Contact Officer: Roy Pickard

Tel: 01273 292145

Ward Affected: All Wards

GENERAL MATTERS

91 WORKPLACE WELLBEING IN THE COUNCIL 353 - 374

Report of the Executive Director, Finance & Resources

Contact Officer: Janice Percy

Tel: 01273 291636

Ward Affected: All Wards

92 ITEMS REFERRED FOR COUNCIL

To consider items to be submitted to the 1 February 2018 Council
meeting for information.

*In accordance with Procedure Rule 24.3a, the Committee may determine
that any item is to be included in its report to Council. In addition, each
Group may specify one further item to be included by notifying the Chief
Executive no later than 10.00am on [Insert Date] 2013 (the eighth working
day before the Council meeting to which the report is to be made), or if
the Committee meeting takes place after this deadline, immediately at the
conclusion of the Committee meeting.*

PART TWO

REGENERATION & PROPERTY MATTERS

93 DISPOSAL OF 54 LONDON ROAD (EXEMPT CATEGORY 3) 375 - 378

Report of the Executive Director for Economy, Environment & Culture
(circulated to Members only).

Contact Officer: Jessica Hamilton

Tel: 01273 291461

Ward Affected: St Peter's & North Laine

94 PART TWO PROCEEDINGS

To consider whether the items listed in Part Two of the agenda and decisions thereon should remain exempt from disclosure to the press and public.

POLICY, RESOURCES & GROWTH COMMITTEE

The City Council actively welcomes members of the public and the press to attend its meetings and holds as many of its meetings as possible in public. Provision is also made on the agendas for public questions and deputations to committees and details of how questions and deputations can be raised can be found on the website and/or on agendas for the meetings.

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For further details and general enquiries about this meeting contact John Peel, (01273 291058, email john.peel@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

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Date of Publication - Wednesday, 17 January 2018

Council	Agenda Item 59(1)
14 December 2017	Brighton & Hove City Council

NOTICE OF MOTION**BETTER SUPPORT FOR CARE LEAVERS**

This council resolves:

To request the Policy, Resources & Growth Committee to instruct the Chief Executive to undertake a rapid review of statutory and non-statutory support available to care leavers in the City, and bring back a report to the relevant committee(s) as soon as possible, with options of how the Council could provide additional support to care leavers up to the age of 30 who are resident in the City.

Supporting Information:

The Council and all 54 councillors have a statutory responsibility, acting as 'corporate parents', to looked after children in Brighton and Hove. Children in care have consistently requested of the Council that they are cared for and loved as if they were the children of Members and staff of the Council. To meet such an ambition requires a step-change in how children and young adults are supported; particularly when they transition from care to living independent lives in the community.

The Council has already made positive progress. At Budget Council in 2017 the decision was taken to exempt care leavers' from paying Council Tax. The local authority ranks 3rd highest in the country for securing good education, employment and training outcomes for care leavers. The Council however could go further still, by discussing with care leavers, the Children in Care Council and representatives of Care Leavers, what additional measures could be taken to support this highly vulnerable group of young adults.

National research showing that, although care leavers represent just 1% of the youth population, 11% of homeless young people have been in care; 24% of the adult prison population were in care.

For more information on the work being undertaken by the Council refer to:

[Brighton & Hove Virtual School](#)

Council	Agenda Item 59(5)
14 December 2017	Brighton & Hove City Council

NOTICE OF MOTION**ABLE AND WILLING**

"This council resolves:

- (1) That the Policy, Resources & Growth Committee be requested to call for a report on how best to promote, sustain and increase procurement from, Able and Willing.
- (2) To request that the Procurement Advisory Board provide advice and guidance on how the Council can designate Able and Willing as the preferred supplier where they can provide the goods and/or services the Council needs."

Supporting Information:

Able & Willing is a supported employer, sponsored by the council. Able and Willing supports people with all sorts of disabilities. Without Council support, some of their hardworking staff would never experience the dignity of work that many take for granted. Their aim is to help staff move forward towards mainstream employment.

Able and Willing employ people with learning disabilities, giving some of the most vulnerable people in our City a place in a working environment.

This also allows their families to have much deserved respite for a few hours. Without this excellent service being sustained the pressure on Adult Social Care budgets in the future will prove catastrophic. Without this Motion our city could lose a very valuable service, hurting those that need our support most.

Able and Willing is well supported by businesses in the private sector, proving that they provide high quality products and services in a timely manner. CityClean already procure from Able and Willing, as do the GMB, who have been supportive of the concept of Able and Willing from its outset.

Office for National Statistics figures from June 2017 suggested that disabled people were twice as likely to be unemployed as non-disabled people. Prime Minister Theresa May said a person's life and career "should not be dictated by their disability or health condition". Plans to get one million more disabled people in work over the next 10 years have been set out by the government.

Subject:	Business Rates Retention Forecast 2018/19		
Date of Meeting:	25 January 2018		
Report of:	Executive Director of Finance & Resources		
Contact Officer:	Name:	James Hengeveld	Tel: 29-1242
	Email:	James.hengeveld@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 There is a statutory requirement placed on all business rates collection authorities to calculate how much business rates income each authority is likely to receive for the coming year. Members will be aware there is considerable volatility in business rates income which makes it difficult to forecast, and the council is highly reliant on the data and decisions of the Valuation Office Agency (VOA).
- 1.2 The Department for Communities and Local Government ('CLG') issued the NNDR1 2018/19 form on 20 December 2017, which gathers and reports the estimated business rates expected to be collected by the council next year. The NNDR1 form must be submitted to CLG and the Fire Authority by 31 January 2018. To accommodate any updated information becoming available ahead of the deadline, delegated authority to the Executive Director of Finance & Resources following consultation with the Chair is requested in order to agree the final form. Any amendments to the final NNDR1 form will be reflected in the budget report to this committee in February.

2. RECOMMENDATIONS:

That Policy, Resources & Growth Committee:

- 2.1 Notes that the amount forecast to be received by the council in 2018/19 from its share of local business rates and section 31 Local Government Act 2003 compensation grants is £61.361m, based on the latest data. This is £0.238m above the forecast used in the November draft budget proposals report.
- 2.2 Delegates the agreement of the final business rates forecast and the NNDR1 2018/19 form to the Executive Director of Finance & Resources following consultation with the Chair of this Committee for the reasons given in paragraph 1.2.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 Business rates are a property tax based on the rateable value (RV) of each non-domestic property which is determined by the Valuation Office Agency (VOA). At 20 December 2017 the RV for Brighton and Hove on the 2017 rating list was £309.263m.

- 3.2 As with previous rating lists the 2017 rating list is subject to an appeals process and a judgement is made on the level of successful appeals that are estimated to reduce the council's business rates income.
- 3.3 To calculate the bill for each property on the rating list, a multiplier is applied to the RV. There are two multipliers set nationally; the small business non-domestic multiplier which is used for properties with a RV below £51,000, and the non-domestic multiplier due on properties above this level. The provisional small business non-domestic multiplier for 2018/19 is 48.0p in the pound and the provisional non-domestic multiplier is 49.3p in the pound.
- 3.4 Certain categories of occupation are entitled to relief against their business rates bill, for example small businesses and charities receive mandatory relief. Local authorities may also provide relief on a discretionary basis for particular types of occupier.
- 3.5 There are certain reductions in business rates income resulting from Government announcements on reliefs and multiplier caps. Local authorities will continue to be refunded for the loss in receipts as a result of these announcements through section 31 compensation grants. Therefore the overall resources generated through business rates retention is a combination of business rates income and section 31 grants.
- 3.6 The business rates retention scheme allows the council to keep 49% of the net amount raised locally with a further 1% going to East Sussex Fire Authority and the remaining 50% being paid to Government.

Business Rates Collection Fund latest position 2017/18

- 3.7 The monitoring of business rates income during 2017/18 is reported to this committee through the Targeted Budget Management (TBM) reports. The last forecast at TBM month 7 indicated a forecast deficit of £3.951m at 31 March 2018 of which the council's 49% share is £1.936m; however there are government adjustments due for the tariff payment and section 31 (S31) grants that will fund £1.240m of this deficit leaving a net deficit of £0.696m to be funded in 2018/19. This will be updated ahead of the 31 January deadline to take into account the most up to date information available in order that the relevant section of the NNDR1 form can be completed and this will be reported to this committee in both the TBM month 9 and budget reports.

Business Rates estimate for 2018/19

- 3.8 The business rates multipliers have been increased by September CPI at 3% rather than September RPI of 3.9% following an announcement in the Autumn Budget statement. This reduces the level of business rates income to the authority however government will compensate authorities for this loss of income through the section 31 grant.
- 3.9 The estimated tariff payment was based on the draft 2017 valuation list and in December government announced a revised tariff based on the final compiled 2017 valuation list. As Brighton and Hove saw a reduction in RV during this period the tariff payment has been reduced to £1.163m to reflect the reduced business rates income and this is in line with the anticipated change reflected in the current TBM and business rates forecast.

- 3.10 As business rates can be volatile, the most significant factor in determining forecasts of future business rates income are the level of successful appeals. Other factors taken into account are additions and deletions to the rating list and any significant changes to mandatory and discretionary reliefs.

Gross rates payable

- 3.11 Based on the 2017 rating list at 20 December 2017, the gross rates payable for 2018/19 is £148.446m. An allowance is made for a change in the gross rates payable to reflect the forecast change in liability from new properties, deleted properties and other changes to rateable value (excluding appeals). It is estimated there will be a net growth of 0.25% in 2018/19.

Transitional Arrangements

- 3.12 As part of the 2017 revaluation and in line with previous revaluations there are transitional arrangements to smooth out the impact of major changes to business rates bills. The NNDR1 forecasts ratepayers receiving transitional relief of £4.591m and paying a transitional surcharge of £0.599m in 2018/19. The net cost of the transitional arrangements, of £3.992m in Brighton and Hove, is funded entirely by government.

Small Business Rates Relief (SBRR)

- 3.13 The government is currently consulting on the methodology for calculating the level of section 31 grant due to authorities to compensate for the loss of income resulting from threshold changes implemented this year to SBRR. The proposed methodology results in a higher section 31 grant than had been assumed for threshold changes by £0.386m. The NNDR1 form now includes full compensation for the SBRR changes (permanent doubling of SBRR and threshold changes) and the council is forecast to receive section 31 grant of £3.732m for SBRR.

Discretionary Reliefs funded through section 31 grants

- 3.14 New business rates relief schemes to deal with the impact of revaluation on individual ratepayers were announced in the Spring Budget and consisted of a discretionary fund over 4 years; this consisted of supporting small businesses by limiting increases and eligible pubs receiving a £1,000 discount. The Autumn Budget has extended the supporting small businesses relief and pub relief into 2018/19 and the total amount of relief estimated to be awarded under all three schemes in 2018/19 is £0.886m. The council is compensated for its share of reduced business rates income from awarding this relief by section 31 grant funding.

Appeals

- 3.15 The council needs to make a judgement on the level of successful appeals against the 2017 rating list as this reduces business rates income the council will receive in 2018/19. The new appeals process implemented for the 2017 list currently provides limited information on which to gauge the level of successful appeals and therefore the estimate of reduced liability from successful appeals for 2018/19 has been based on implied national assumptions. The methodology

for the appeals provision will be amended in future year's dependant on the level of appeals lodged.

Overall business rates forecast for 2018/19

- 3.16 The following tables summarises the components of the business rates retention income due to the council:

Brighton & Hove City Council share of business rates	£ million
Brighton & Hove City Council 49% of non-domestic rating income (Part 1B line 14 on NNDR1 form)	-57.258
Section 31 compensation grants from government (Part 1C line 36 on NNDR1 form)	-5.381
Tariff Payment (includes section 31 impact from the multiplier cap of £0.024m)	+1.187
Levy payment	+0.091
Total of business rates income retained by the council	-61.361

- 3.17 The business rates income of £61.361m exceeds the forecast made in the draft revenue budget and capital investment proposals 2018/19 report to this committee on 30 November 2017 by £0.238m. The main reason for this change is the increased SBRR threshold section 31 grant that is referenced at paragraph 3.13 which is partially offset by a lower net liability than previously estimated.

Future changes to the business rates retention scheme

- 3.18 On the 19 December 2017 the Secretary for Housing, Communities and Local Government announced the government's aim for local authorities to retain 75% of business rates from 2020/21. In addition, ten areas were announced as successful in their bid to pilot 100% business rates retention in 2018/19, alongside London which had already been announced as a pilot area. Although Brighton & Hove is not involved as a pilot, the council will be monitoring progress, and through Orbis, will have access to first-hand experience involving Surrey County Council.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 The completion of the NNDR1 form is prescribed in the completion guidance notes from CLG.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 The council has a duty to consult representatives of business ratepayers on the council's overall budget and this consultation will take place before the February Policy, Resources & Growth Committee.

6. CONCLUSION

- 6.1 The council has a statutory duty to agree a business rates forecast, set out a forecast surplus or deficit for 2017/18 and submit an NNDR1 form by the 31 January 2018.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The forecast business rates income, including section 31 business rates grants, is £0.238m above the forecast used in the November draft revenue budget and capital investment proposals 2018/19 report. This will be incorporated into the budget report to this committee in February subject to any changes made to the final NNDR1 form. The council's share of the business rates collection fund deficit will also be included within the budget forecast for 2018/19.

Finance Officer Consulted: James Hengeveld

Date: 11/01/2018

Legal Implications:

- 7.2 Under Part 2 of the Non-Domestic Rating (Rates Retention) Regulations 2013 (SI 2013/452), the Council must determine specified information relating to its business rates forecast and notify the Secretary of State and relevant precepting authorities of the amounts. In respect of the year commencing 1 April 2018, these amounts must be determined by 31 January 2018.
- 7.3 This is not a function reserved to Full Council by legislation or local agreement and it is therefore appropriate for this matter to be decided by Policy, Resources & Growth Committee as the calculation of business rates is within its terms of reference.

Lawyer Consulted: Elizabeth Culbert

Date: 14th January 2018

Equalities Implications:

- 7.4 None specific to this report.

Sustainability Implications:

- 7.5 The changes to business rates reliefs and thresholds could have a beneficial impact on the economic health of the city.

Any Other Significant Implications:

Risk and Opportunity Management Implications:

- 7.6 Business rates income is volatile and hard to predict so therefore needs close monitoring. The system allows councils to spread the volatility risks with other councils by pooling. Brighton & Hove is not particularly reliant on business rates income from any one employer or any particular type of business so the risks here are lower. However, the council may wish to consider the merits of pooling in future years.

Corporate / Citywide Implications:

- 7.7 The council has a significant incentive to maintain and grow the business rates income generated by the city and needs to take this into consideration when making all relevant decisions.

SUPPORTING DOCUMENTATION

Appendices:

1. National Non-Domestic Rates Return - NNDR1 2018/19

Documents in Members' Rooms:

None.

Background Documents:

1. Files held with Finance and Revenues.

NNDR1 form 2018/19 – Parts 1, 2 and 3

NATIONAL NON-DOMESTIC RATES RETURN - NNDR1

2018-19

Please e-mail to: nndr.statistics@communities.gsi.gov.uk by no later than **31 January 2018**.
In addition, a certified copy of the form should be returned by no later than **31 January 2018** to the same email address

All figures must be entered in whole £

Please check the validation tabs and supply answers to the validation queries that require a comment

Select your local authority's name from this list:

Breckland
Brent
Brentwood
Brighton and Hove UA
Bristol UA
Broadland

Authority Name
E-code
Local authority contact name
Local authority contact number
Local authority e-mail address

Brighton and Hove UA
E1401

Please enter the name of your authority contact
Please enter your authority contact's phone number
Please enter your authority contact's email address

Ver 1

**PART 1A: NON-DOMESTIC RATING INCOME
COLLECTIBLE RATES**

£

1. Net amount receivable from rate payers after taking account of transitional adjustments, empty property rate, mandatory and discretionary reliefs and accounting adjustments

113,304,380

TRANSITIONAL PROTECTION PAYMENTS

2. Sums due to the authority

3,991,799

3. Sums due from the authority

0

COST OF COLLECTION (See Note A)

4. Cost of collection formula

442,154

5. Legal costs

0

6. Allowance for cost of collection

442,154

SPECIAL AUTHORITY DEDUCTIONS

7. City of London Offset : Not applicable for your authority

0

DISREGARDED AMOUNTS

8. Amounts retained in respect of Designated Areas

0

9. Amounts retained in respect of Renewable Energy Schemes
(See Note B)

0

of which:

10. sums retained by billing authority

0

11. sums retained by major precepting authority

0

NON-DOMESTIC RATING INCOME

12. Line 1 plus line 2, minus lines 3 and 6 - 9

116,854,025

PART 1B: PAYMENTS**This page is for information only; please do not amend any of the figures**The payments to be made, during the course of **2018-19** to:

- i) the Secretary of State in accordance with Regulation 4 of the Non-Domestic Rating (Rates Retention) Regulations 2013;
- ii) major precepting authorities in accordance with Regulations 5, 6 and 7; and to be
- iii) transferred by the billing authority from its Collection Fund to its General Fund,

are set out below

	Column 1 Central Government	Column 2 Brighton and Hove UA	Column 3	Column 4 East Sussex Fire Authority	Column 5 Total
Retained NNDR shares	£	£	£	£	£
13. % of non-domestic rating income to be allocated to each authority in 2018-19	50%	49%	0%	1%	100%
Non-Domestic Rating Income for 2018-19					
14. Non-domestic rating income from rates retention scheme	58,427,013	57,258,472	0	1,168,540	116,854,025
15.(less) deductions from central share	0	0	0	0	0
16 TOTAL:	58,427,013	57,258,472	0	1,168,540	116,854,025
Other Income for 2018-19					
17. add: cost of collection allowance		442,154			442,154
18. add: amounts retained in respect of Designated Areas		0			0
19. add: amounts retained in respect of renewable energy schemes		0	0		0
20. add: qualifying relief in Designated Areas		0	0	0	0
21. add: City of London Offset		0			0
22. add: additional retained Growth in Pilot Areas		0	0	0	0
23. add: in respect of Port of Bristol hereditament		0			0
Estimated Surplus/Deficit on Collection Fund	£	£	£	£	£
24. % of 2017-18 surplus/deficit to be allocated to each authority using 2016-17 shares (for row 25)	50%	49%	0%	1%	100%
25. Estimated Surplus/Deficit at end of 2017-18	0	0	0	0	0
TOTAL FOR THE YEAR	£	£	£	£	£
26. Total amount due to authorities	58,427,013	57,700,626	0	1,168,540	117,296,179

PART 1C: SECTION 31 GRANT (See Note C)**This page is for information only; please do not amend any of the figures***Estimated sums due from Government via Section 31 grant, to compensate authorities for the cost of changes to the business rates system announced in the 2013 to 2016 Autumn Statements and 2017 (November) Budget*

	Column 2 Brighton and Hove UA	Column 3	Column 4 East Sussex Fire Authority	Column 5 Total
Multiplier Cap	£	£	£	£
27. Cost of cap on 2014-15, 2015-16 and 2018-19 small business rates multiplier	1,192,885	0	24,345	1,217,230
Small Business Rate Relief				
28. Cost of doubling SBRR & threshold changes for 2018-19	3,732,086	0	76,165	3,808,251
29. Cost to authorities of maintaining relief on "first" property	13,065	0	267	13,332
Rural Rate Relief				
30. Cost to authorities of providing 100% rural rate relief	0	0	0	0
Local Newspaper Temporary Relief				
31. Cost to authorities of providing relief	0	0	0	0
Supporting Small Businesses Relief				
32. Cost to authorities of providing relief	69,694	0	1,422	71,116
Discretionary Scheme				
33. Cost to authorities of providing relief	272,936	0	5,570	278,506
Pub Relief (<£100k RV)				
34. Cost to authorities of providing relief	100,542	0	2,052	102,594
Designated Areas qualifying relief in 100% pilot areas				
35. Cost to authorities of providing relief	0	0	0	0
TOTAL FOR THE YEAR	£	£	£	£
36. Amount of Section 31 grant due to authorities to compensate for reliefs	5,381,208	0	109,821	5,491,029

NB To determine the amount of S31 grant due to it, the authority will have to add / deduct from the amount shown in line 36, a sum to reflect the adjustment to tariffs / top-ups in respect of the multiplier cap (See notes for Line 36)

PROVISIONAL NATIONAL NON-DOMESTIC RATES RETURN - NNDR1
2018-19

All figures must be entered in whole £

Please check the Validation tab and answer the validation queries that need to be answered

Ver 1

Local Authority : Brighton and Hove UA

PART 2: NET RATES PAYABLE

You should complete column 1 only

GROSS RATES PAYABLE

(All data should be entered as +ve unless specified otherwise)

	Column 1 BA Area (exc. Designated areas) Complete this column £	Column 2 Designated areas Do not complete this column £	Column 3 TOTAL (All BA Area) Do not complete this column £
1. Rateable Value at <input type="text" value="20/12/2017"/>	<input type="text" value="309,262,925"/>	<input type="text" value="0"/>	<input type="text" value="309,262,925"/>
2. Small business rating multiplier <input type="text" value="48.0"/> for 2018-19 (pence)			
3. Gross rates 2018-19 (RV x multiplier)	<input type="text" value="148,446,204"/>	<input type="text" value="0"/>	
4. Estimated growth/decline in gross rates (+ = increase, - = decrease)	<input type="text" value="371,116"/>	<input type="text" value="0"/>	
5. Forecast gross rates payable in 2018-19	<input type="text" value="148,817,320"/>	<input type="text" value="0"/>	<input type="text" value="148,817,320"/>

TRANSITIONAL ARRANGEMENTS (See Note E)

6. Revenue foregone because increases in rates have been deferred (Show as -ve)	<input type="text" value="-4,590,760"/>	<input type="text" value="0"/>	<input type="text" value="-4,590,760"/>
7. Additional income received because reductions in rates have been deferred (Show as +ve)	<input type="text" value="598,961"/>	<input type="text" value="0"/>	<input type="text" value="598,961"/>
8. Net cost of transitional arrangements	<input type="text" value="-3,991,799"/>	<input type="text" value="0"/>	
9. Changes as a result of estimated growth / decline in cost of transitional arrangements (+ = decline, - = increase)	<input type="text" value="0"/>	<input type="text" value="0"/>	
10. Forecast net cost of transitional arrangements	<input type="text" value="-3,991,799"/>	<input type="text" value="0"/>	<input type="text" value="-3,991,799"/>

TRANSITIONAL PROTECTION PAYMENTS (See Note F)

11. Sum due to/(from) authority	<input type="text" value="3,991,799"/>	<input type="text" value="0"/>	<input type="text" value="3,991,799"/>
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MANDATORY RELIEFS (See Note G) (All data should be entered as -ve unless specified otherwise)			
Small Business Rate Relief			
12. Forecast of relief to be provided in 2018-19	<input type="text" value="-10,331,457"/>	<input type="text" value="0"/>	<input type="text" value="-10,331,457"/>
13. of which: relief on existing properties where a 2nd property is occupied	<input type="text" value="-26,120"/>	<input type="text" value="0"/>	<input type="text" value="-26,120"/>
14. Additional yield from the small business supplement (Show as +ve)	<input type="text" value="2,797,090"/>	<input type="text" value="0"/>	<input type="text" value="2,797,090"/>
15. Net cost of small business rate relief (line 12 + line 14)	<input type="text" value="-7,534,367"/>	<input type="text" value="0"/>	<input type="text" value="-7,534,367"/>
Charitable occupation			
16. Forecast of relief to be provided in 2018-19	<input type="text" value="-11,323,938"/>	<input type="text" value="0"/>	<input type="text" value="-11,323,938"/>
Community Amateur Sports Clubs (CASCs)			
17. Forecast of relief to be provided in 2018-19	<input type="text" value="-53,499"/>	<input type="text" value="0"/>	<input type="text" value="-53,499"/>
Rural rate relief			
18. Forecast of relief to be provided in 2018-19	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Summary of Mandatory Reliefs			
19. Forecast of mandatory reliefs to be provided in 2018-19 (Sum of lines 15 to 18)	<input type="text" value="-18,911,804"/>	<input type="text" value="0"/>	<input type="text" value="-18,911,804"/>
20. Changes as a result of estimated growth/decline in mandatory relief (+ = decline, - = increase)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
21. Total forecast mandatory reliefs to be provided in 2018-19	<input type="text" value="-18,911,804"/>	<input type="text" value="0"/>	<input type="text" value="-18,911,804"/>
UNOCCUPIED PROPERTY (See Note H) (All data should be entered as -ve unless specified otherwise)			
Partially occupied hereditaments			
22. Forecast of 'relief' to be provided in 2018-19	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Empty premises			
23. Forecast of 'relief' to be provided in 2018-19	<input type="text" value="-2,909,200"/>	<input type="text" value="0"/>	<input type="text" value="-2,909,200"/>
Summary of Unoccupied Property Relief			
24. Forecast of unoccupied property 'relief' to be provided in 2018-19 (Line 22 + line 23)	<input type="text" value="-2,909,200"/>	<input type="text" value="0"/>	<input type="text" value="-2,909,200"/>
25. Changes as a result of estimated growth/decline in unoccupied property 'relief' (+ = decline, - = increase)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
26. Total forecast unoccupied property 'relief' to be provided in 2018-19	<input type="text" value="-2,909,200"/>	<input type="text" value="0"/>	<input type="text" value="-2,909,200"/>

DISCRETIONARY RELIEFS (See Note J) (All data should be entered as -ve unless specified otherwise)			
Charitable occupation			
27. Forecast of relief to be provided in 2018-19	-34,950	0	-34,950
Non-profit making bodies			
28. Forecast of relief to be provided in 2018-19	-34,800	0	-34,800
Community Amateur Sports Clubs (CASCs)			
29. Forecast of relief to be provided in 2018-19	-2,350	0	-2,350
Rural shops etc			
30. Forecast of relief to be provided in 2018-19	0	0	0
Small rural businesses			
31. Forecast of relief to be provided in 2018-19	0	0	0
Other ratepayers			
32. Forecast of relief to be provided in 2018-19	0	0	0
<i>of which:</i>			
33. Relief given to Case A hereditaments		0	
34. Relief given to Case B hereditaments	0		
35. Forecast of discretionary relief to be provided in 2018-19 (Sum of lines 27 to 32)			
	-72,100	0	
36. Changes as a result of estimated growth/decline in discretionary relief (+ = decline, - = increase)			
	0	0	
37. Total forecast discretionary relief to be provided in 2018-19			
	-72,100	0	-72,100

DISCRETIONARY RELIEFS FUNDED THROUGH SECTION 31 GRANT (See Note K) (All data should be entered as -ve unless specified otherwise)			
Rural Rate Relief			
38. Forecast of relief to be provided in 2018-19	0	0	0
Local Newspaper Relief			
39. Forecast of relief to be provided in 2018-19	0	0	0
Supporting Small Businesses Relief			
40. Forecast of relief to be provided in 2018-19	-139,330	0	-139,330
Discretionary Scheme			
41. Forecast of relief to be provided in 2018-19	-545,645	0	-545,645
Pub Relief (<£100k RV)			
42. Forecast of relief to be provided in 2018-19	-201,000	0	-201,000
43. Forecast of discretionary reliefs funded through S31 grant to be provided in 2018-19 (Sum of lines 38 to 42)	-885,975	0	
44. Changes as a result of estimated growth/decline in Section 31 discretionary relief (+ = decline, - = increase)	0	0	
45. Total forecast of discretionary reliefs funded through S31 grant to be provided in 2018-19	-885,975	0	-885,975
NET RATES PAYABLE			
46. Forecast of net rates payable by rate payers after taking account of transitional adjustments, unoccupied property relief, mandatory and discretionary reliefs	£ 122,046,442	£ 0	£ 122,046,442

PROVISIONAL NATIONAL NON-DOMESTIC RATES RETURN - NNDR1
2018-19

All figures must be entered in whole £

Please check the Validation tab and answer the validation queries that need to be answered

Ver 1

Local Authority : Brighton and Hove UA

PART 3: COLLECTABLE RATES AND DISREGARDED AMOUNTS

You should complete column 1 only

	Column 1	Column 2	Column 3
	BA Area (exc. Designated areas) Complete this column	Designated Areas	TOTAL (All BA Area) Do not complete this column
	£	£	£
NET RATES PAYABLE			
1. Sum payable by rate payers after taking account of transitional adjustments, empty property rate, mandatory and discretionary reliefs	122,046,442	0	122,046,442
(LESS) LOSSES			
2. Estimated bad debts in respect of 2018-19 rates payable	-1,220,464	0	-1,220,464
3. Estimated repayments in respect of 2018-19 rates payable	-7,521,598	0	-7,521,598
COLLECTABLE RATES			
4. Net Rates payable less losses	113,304,380	0	113,304,380

Subject:	Council Tax Base 2018/19		
Date of Meeting:	25 January 2018		
Report of:	Executive Director, Finance & Resources		
Contact Officer:	Name:	James Hengeveld	Tel: 29-1242
	Email:	James.hengeveld@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 The council tax base represents the amount that would be raised by setting a £1 council tax on a band D property. It is a requirement of the Local Government Finance Act 1992 and associated regulations that the tax base is calculated for the purpose of setting the council tax in 2018/19 before 31 January 2018.
- 1.2 The purpose of this report is for Members to agree the tax base for 2018/19. Members will be aware that full Council agreed the Council Tax Reduction (CTR) scheme on 14 December 2017.

2. RECOMMENDATIONS:

That Policy, Resources & Growth Committee:

- 2.1 Approves this report for the calculation of the council's tax base for the year 2018/19.
- 2.2 Notes the collection rate is 99.00%.
- 2.3 Agrees that in accordance with the Local Authorities (Calculation of Tax Base) (England) Regulations 2012, the amounts calculated by Brighton & Hove City Council as its council tax base for the year 2018/19 shall be as follows:-
 - 2.3.1 Brighton and Hove in whole – 88,976.4 (as detailed in appendix 1)
 - 2.3.2 Royal Crescent Enclosure Committee – 31.0 (as detailed in appendix 2)
 - 2.3.3 Hanover Crescent Enclosure Committee – 40.7 (as detailed in appendix 2)
 - 2.3.4 Marine Square Enclosure Committee – 72.6 (as detailed in appendix 2)
 - 2.3.5 Parish of Rottingdean – 1,562.1 (as detailed in appendix 2)
- 2.4 Agrees that for the purposes of Section 35(1) of the Local Government Finance Act 1992, the expenses of meeting the special levies issued to the council by the Enclosure Committees shall be its special expenses.

- 2.5 Agrees that the Enclosure Committees and Rottingdean Parish are paid the required council tax reduction grant of c£4,000 in total, to ensure they are no better or no worse off as a result of the introduction of the council tax reduction scheme for the reasons set out in paragraph 3.8.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 The tax base has been calculated in accordance with the Local Authority (Calculation of Council Tax Base) (England) Regulations 2012. The detail of the calculation for the whole of Brighton and Hove is shown at appendix 1.
- 3.2 The tax base is calculated by estimating how many properties there are in each tax band, determining what relevant discounts and exemptions apply and how much council tax should ultimately be collected, allowing for expected collection rates.
- 3.3 The key changes to the proposed tax base for 2018/19 are listed below:
- At the end of November there were 129,613 properties on the valuation list. It is forecast that 788 new properties are expected to be added by March 2019 equivalent to a 0.6% increase in the housing stock of the city. It should be noted that some new housing developments arise from sites where business rates were previously received and therefore the increase in council tax is not always a net increase in revenue to the council as there is a concurrent loss of business rates income.
 - It is estimated that an average of 5,173 properties will be solely occupied by students during 2018/19 and the estimated value of the exemption in council tax income is £6.378m for the city council alone in 2018/19 (before council tax increase).
 - The number of claimants, both working age and pensioners, receiving CTR has fallen consistently through 2017/18 and the tax base forecast reflects a prudent assumption of this trend continuing into next financial year.
 - There continues to be a significant increase in the number of exemptions for Severely Mentally Impaired (SMI) although in recent months the rate of increase has slowed. An SMI exemption is a 100% discount and therefore with the introduction of the minimum contribution for working age claimants under CTR, it is beneficial for eligible claimants to be appropriately classified. Since there was no difference to the discount level previously, it is likely SMI was under reported. The changes in the numbers of CTR claimants and SMI exemptions have been reflected in the proposed tax base.
 - The council continues to pursue council tax debt going back many years and, following the recent achievement of surpluses, it has been identified that the ultimate collection rate has exceeded the level assumed at budget setting time. To reflect this, the collection rate has been increased from 98.33% to 99.00% and will continue to be kept under close review.

- The proposed tax base for 2018/19 assumes a slightly lower level of single person discounts being awarded despite the increase in properties. This is partly due to the continued focus of the council's revenues and benefits service on ensuring eligibility is correctly applied through data matching to verify the number of adults within a household.

- 3.4 The resultant tax base proposed for 2018/19 is 88,976.4 which is a 1.8% increase from the 2017/18 tax base of 87,388.8 for the reasons explained above and summarised in the table below.

	Tax base
2017/18 tax base	87,388.8
New properties and band changes	+556.2
Reduced CTR caseload	+687.4
Increased collection rate	+595.4
Net increase in exemptions	-229.4
Net increase in discounts	-22.0
2018/19 tax base	88,976.4

- 3.5 This represents an increase of 0.4% in the tax base reported in the Budget Update report to this committee in November 2017, and provides an additional resource of £0.505m before any council tax increase.
- 3.6 A new council tax exemption for care leavers was agreed by this committee in May 2017 and introduced from 1 April 2017. This is a discretionary exemption and is therefore wholly funded by the council and a budget of £0.070m has been included in the general fund budget to cover this cost in 2018/19 on a recurrent basis.
- 3.7 The regulations require a separate calculation for parts of a local authority area where special expenses apply. Appendix 2 show the summary calculation for Enclosure Committees in Brighton and Hove which fall under this category. Each Enclosure Committee sets a levy for maintaining the enclosure gardens, which is recovered through an additional council tax charge to the enclosure residents. Appendix 2 also shows the summary calculation for the Parish of Rottingdean.
- 3.8 The additional discounts generated by the council tax reduction scheme also have implications for the Enclosure Committees and Rottingdean Parish. In line with government guidance and what is considered fair to local residents it is proposed that the relevant proportion of council tax reduction grant is paid to each body to ensure they are no better or no worse off as a result of the local scheme. It is estimated the total grant payable in 2018/19 will be c£4,000 in line with previous years; the actual figure will depend on the tax level set by each body.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 The calculation of the council tax base is determined largely by regulation and is based on the best information available at this time. Options relating to the council tax reduction scheme were considered and agreed by full Council in December 2017.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 There are meetings between Finance and Revenues teams to discuss collection performance, movements in the tax base and the projections used for determining the tax base for the following year.
- 5.2 The Police and Crime Commissioner for Sussex and the East Sussex Fire Authority have been informed of the latest tax base projections as it forms part of setting their council tax precept.

6. CONCLUSION

- 6.1 It is a requirement of the Local Government Finance Act 1992 and associated regulations that the tax base is calculated for the purpose of setting the Council Tax in 2018/19 before 31 January 2018 and this report enables the Council to fulfil that requirement.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The proposed tax base increases resources by £0.505m before any council tax increase in 2018/19 compared to the estimate included in the Draft Revenue Budget proposals report to this committee on 30 November 2017. This additional sum will be reflected in the 2018/19 budget resources and proposals to be brought to this committee and Budget Council in February 2018.

Finance Officer Consulted: James Hengeveld

Date: 09/01/18

Legal Implications:

- 7.2 Under the Local Government Finance Act 1992, the council must determine the council tax base applicable to Brighton & Hove. In respect of 2018/19, the base must be determined before 31 January 2018 as required by regulation 8 of The Local Authorities (Calculation of Council Tax Base) (England) Regulations 2012.
- 7.3 All other references to the legal framework for setting the council tax base are contained within the body of the report.
- 7.4 The calculation of the Council Tax Base is not a function reserved to Full Council by legislation or by local agreement and, as such, it is a matter to be determined by Policy, Resources & Growth Committee.

Lawyer Consulted: Elizabeth Culbert

Date: 15.1.18

Equalities Implications:

- 7.5 There are no equalities impacts as a result of agreeing the council tax base.

Sustainability Implications:

- 7.6 None.

Any Other Significant Implications:

Risk and Opportunity Management Implications:

- 7.7 There are potentially greater risks to the forecasts because of the extensive welfare reform changes being made nationally including universal credit. Monitoring will be maintained at a high level throughout the year to ensure that any issues are identified quickly and mitigation measures adopted. Members will be kept up to date through the regular budget monitoring reports.

Corporate / Citywide Implications:

- 7.8 None.

SUPPORTING DOCUMENTATION

Appendices:

1. Tax base calculation for the whole of Brighton and Hove
2. Tax base calculation for enclosure committees and the parish of Rottingdean

Documents in Members' Rooms

1. None

Background Documents

1. Full Council on 14 December 2017 Agenda item 56 – Council Tax Reduction Review
2. Files held within Finance and the Revenues Teams

Area:- Brighton and Hove (Whole)

Band: Range (£'k):	A entitled to disabled relief reduction	A <40	B 40-52	C 52-68	D 68-88	E 88-120	F 120-160	G 160-320	H >320	Total
1. Number of dwellings on list	0	28,108	28,968	34,226	19,507	11,242	4,618	2,755	189	129,613
2. Estimate of number of dwellings not listed	0	83	197	145	103	10	1	3	2	544
3. Estimate of number of dwellings listed which will not be in band	0	(21)	(54)	(105)	(90)	(66)	(31)	(38)	(20)	(425)
4. Estimated exempt dwellings	0	(2,396)	(1,516)	(2,842)	(1,038)	(359)	(102)	(80)	(18)	(8,351)
5. Disabled relief dwellings from band above	21	54	105	90	66	31	38	20	0	425
6. Number of chargeable dwellings (sum lines 1 - 5)	21	25,828	27,700	31,514	18,548	10,858	4,524	2,660	153	121,806
7. Single person discounts	(15)	(15,183)	(11,780)	(9,677)	(4,834)	(2,335)	(828)	(393)	(10)	(45,055)
8. All but one resident disregarded	0	(524)	(590)	(569)	(249)	(119)	(39)	(11)	(1)	(2,102)
9. All residents disregarded	0	(7)	(20)	(41)	(22)	(26)	(33)	(50)	(13)	(212)
10. Second Home Job Related	0	(2)	(3)	(2)	(3)	(2)	0	0	0	(12)
11. Empty Property Premium	0	45	30	32	9	6	6	5	0	133
12. Council Tax Reduction (CTR)	0	(4,890)	(3,861)	(2,907)	(868)	(233)	(61)	(19)	0	(12,839)
13. Total number of appropriate percentage discounts (Lines 7&8x0.25)+(Lines 9,10 &11x0.50) +(Line12x1.0)	(3.75)	(8,798.75)	(6,950.00)	(5,474.00)	(2,146.75)	(857.50)	(291.25)	(142.50)	(9.25)	(24,673.75)
14. Aggregate of Lines 6+13	17.25	17,029.25	20,750.00	26,040.00	16,401.25	10,000.50	4,232.75	2,517.50	143.75	97,123.25
15. Ratio to Band D	5/9	6/9	7/9	8/9	9/9	11/9	13/9	15/9	18/9	
16. Relevant Amount (Line 14xLine 15)	9.6	11,352.8	16,138.9	23,146.7	16,401.3	12,222.8	6,114.0	4,195.8	287.5	

May contain minor rounding adjustments.

Aggregate of Relevant Amounts	89,869.4
Collection Rate	99.00%
Adjustment (contributions in lieu)	5.7
TAXBASE	88,976.4

Tax base calculation for enclosure committees and the parish of Rottingdean

	Royal Crescent	Hanover Crescent	Marine Square	Rottingdean Parish
Number of dwellings on list	25	45	125	1,621
Number of chargeable dwellings	25	45	120	1,600
Total number of appropriate percentage discounts	(1.75)	(6.75)	(26.50)	(225.25)
Aggregate of chargeable dwellings and discounts	23.25	38.25	93.50	1,374.75
Aggregate of Relevant Amounts	31.3	41.1	73.3	1,577.9
Collection Rate	99.00%	99.00%	99.00%	99.00%
TAXBASE	31.0	40.7	72.6	1,562.1

Subject:		Life Events Fees and Charges for 2018 / 2019	
Date of Meeting:		25 January 2018	
Report of:		Executive Lead Officer for Strategy Governance & Law	
Contact Officer:	Name:	Paul Holloway	Tel: 01273 29-2005
	Email:	Paul.holloway@brighton-hove.gcsx.gov.uk	
Ward(s) affected:		All	

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 This report sets out the proposed fees and charges for the financial year 2018 / 19 for Bereavement Services, Registration Services and Local Land Charges within Life Events in Strategy Governance & Law (SGL).

2. RECOMMENDATIONS:

That Policy, Resources & Growth Committee

- 2.1 Approves a general inflationary increase of 2% on all Life Events fees and Charges for the financial year 2018/19 save for the exceptions set out at 2.2 and 2.3 below.
- 2.2 Approves a proposal to maintain Bereavement Services adult cremation fees at their current levels.
- 2.3 Approves a re-alignment of Registration Services fees as set out in Appendix 2 which, overall, are anticipated to protect and possibly increase current business levels.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 Brighton & Hove City Council adopted a Corporate Fees & Charges Policy in 2008. The main aims of the policy were to ensure that:
- Fees and charges are reviewed at least annually including consideration of potential new sources of income;
 - Fees and charges are set after comparing with 'statistical nearest neighbours' (or other relevant comparator groups) and taking into account market, legal and other contextual information;

- Unless set by a statute, fees and charges are set to recover full costs, including central overheads and capital financing, to ensure that services maximise potential for income generation from the services offered.
- Subsidies and concessions are not applied unless approved by members;
- The impact on financial inclusion is considered when setting fee levels.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 For Life Events, this year's proposals take account of knowledge of the local market in relation to current business levels, as well as projected future demand for services based on this current information. They are however influenced by local competition for cremation and burial services, as well as assessed impact of a high percentage increase for the Local Land Charges property search fee, approved by Members for 2017/18.
- 4.2 The exercise has been to review all non – statutory fees and charges to demonstrate cost recovery, and where possible maximise income for the services offered. It is not within our power to increase statutory fees in any Life Events services. All fees and charges have been set to ensure they cover the actual costs of service provision.
- 4.3 Consultation with the Institute of Cemeteries and Crematorium Management (ICCM) and the General Register Office (GRO) has previously established there is no legal obligation to consult with members of the public about non-statutory fees, as the Local Authority should have its own policies for fee setting against services it provides. Brighton & Hove City Council adopted a Charges and Fees setting policy in 2008.
- 4.4 A further review of fees and charges may be carried out during the financial year 2018/19.

Bereavement Services

- 4.5 An annual fees and charges review at the privately owned Downs Crematorium has meant their adult cremation fees now match fees charged at Woodvale. This provides an opportunity to assess the impact of both the Downs Crematorium, and Woodvale cremation services charging exactly the same fee. It is therefore proposed to hold current Woodvale cremation fees at this time, and review the decision in 6 months. We anticipate the matching of fees for cremation services will be favourable to business levels. This, along with a recent service redesign, will strongly focus on customer services at Woodvale. This approach will allow and emphasise customer support during a period where it is anticipated that essential maintenance on our chapels, which are listed buildings, will need to be carried out during the coming year, 2018/19. This may result in the chapels at Woodvale being unavailable for small periods of time, and therefore may have some impact on income.
- 4.6 Holding cremation fees at current levels will result in a budget pressure of around £25,000 due to the standard 2% inflationary increase to income targets. However, by pricing at a competitive level, only 3 to 4 additional cremations per month would address this pressure, and any additional cremation no's would start to generate extra income against the target. By investing in improved

service delivery, whilst maintaining facilities, as well as having regard for stable fees, we are remaining mindful of the continuing concern around funeral poverty, which is a national issue.

- 4.7 Analysis of burial charges from benchmarking data, held for neighbouring local authorities and other service providers, suggests a sensible approach for burial fees is to propose the annual inflationary increase of 2% only, in line with the fees and charges policy.
- 4.8 Bereavement Services remain competitive with near neighbours and still offer services for a lower fee than most Local Authority neighbours. Please see Appendix 1 for Bereavement Services benchmarking information and proposed changes to fees where relevant.
- 4.9 As with last year's review of Bereavement Services fees and charges, there are no proposals to introduce charging policies in relation to children.
- 4.10 As well as a thorough benchmarking exercise, comprehensive unit costs analysis has established exactly what it costs Brighton & Hove City Council to provide the services offered to our customers. All charges ensure full cost recovery, apart from those provided for children under the age of 17.

Register Office

- 4.11 This year it is recommended that the service increases fees and charges by an overall average of 3.5%, where increases are proposed. There are a few exceptions, as detailed in Appendix 2, where it is proposed to keep the existing charges or change them by a different percentage. The proposed fees involve a realignment to make them simpler to administer and easier for service users to understand
- 4.12 From information obtained by a comprehensive benchmarking exercise, it is apparent that fees charged by Brighton & Hove City Council Registration Service are similar to those offered by neighbouring local authorities at comparative venues
- 4.13 Diagnostic work has revealed the demand for the main ceremony rooms in Brighton Town Hall (Regency Room & Fitzherbert Room) has changed due to options of ceremony facilities available being extended. The Council Chamber was introduced as a ceremony venue in 2015/16 and has proved a very attractive large venue, rising in popularity since its availability, taking some business away from other ceremony rooms in the building.

The service aims to attract additional business, by offering competitive ceremony fees that are affordable. It is also proposed to freeze some fees to align them with nearest competitors. Weekend ceremony rates have been reviewed, to try to generate more business at what we know is a popular time of the week for couples to have ceremonies. Similarly, winter fees have also been reviewed to drive business towards weekend times. As part of the proposed re-alignment in other areas of the service, it is recommended to increase fees by a rate higher than inflation

- 4.14 The proposed new fees in Registration Services take into account analysis of times of the week when ceremonies are held, including weekends, as well as numbers of ceremonies booked, and the rooms the ceremonies are delivered in.
- 4.15 The most popular venues for ceremonies in the city of Brighton & Hove continue to be various ceremony rooms at Brighton Town Hall. These facilities are promoted equally with around 35 approved venues across the city.
- 4.16 It is interesting to note the demand for facilities at Brighton Town Hall which is higher in relation to other venues around the city. The Council Chamber (as previously mentioned) in particular has, since becoming a licensed ceremony venue in 2015/16, become a popular venue, offering a large capacity. Proposed fee increases will, it is hoped, maximise income opportunities from what is proving a very popular venue.
- 4.17 A combination of increases and freezing prices in other rooms at Brighton Town Hall looks to consolidate income at popular times, and attract new business with more competitive and attractive rates at less popular times.
- 4.18 Approved venues ceremony fees have been reviewed, with some changes proposed for Saturday ceremonies. Current fees will remain the same for ceremonies on Sundays at our approved venues across the city.
- 4.19 Additional income as a result of changes to re-align fees in the Registration Service, is likely to be £12,000. Details of proposed changes to fees are illustrated in Appendix 2. Benchmarking information is contained in Appendix 3.

Local Land Charges

- 4.20 Members approved a high percentage increase for property searches when fees and charges were last reviewed in 2017/18. Whilst this has resulted in increased income, there has been an effect on business levels and the number of searches coming through to the service, increasing concerns that local solicitors may be choosing to use competitor private search companies. It is therefore recommended that the search fee charges are increased only in line with the corporate inflationary assumption (2%.)

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 Bereavement and Registration Services continue to work with customers and community groups, including multi-faith groups. Additional engagement with Funeral Directors and the General Register Office, alongside benchmarking information enables these realistic proposals to be put before members.

6. CONCLUSION

- 6.1 A full assessment of services provided, along with unit costings for every service and product, has ensured these proposals cover costs and ensure our fees and charges remain competitive. This approach looks to maximise income where possible, and increase business levels by making prices attractive, where it is felt there is opportunity to do so.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The Life Events service currently has a budgetary pressure of between £0.2m and £0.3m relating to its income generation, which has been addressed as part of the budget setting process for 2018/19. With this in mind, the proposals outlined in the report, including a review of business practice, is expected to ensure the service achieves its income targets in the next financial year. This will also ensure appropriate recovery of costs and overheads in accordance with the corporate fees and charges policy.

Finance Officer Consulted: Peter Francis

Date: 03/01/2018

Legal Implications:

- 7.2 Where non statutory services are provided, the Council has power to charge for these services at a rate determined by the Council, having regard to any Corporate Charging Policy that is in place. S93 of the Local Government Act 2003 limits such charges to a model of full costs recovery. Where the level of fee is discretionary, it is required by law to be set at a level to recover the cost of the service but not make profit.

Lawyer Consulted: Elizabeth Culbert

Date: 15/01/2018

Equalities Implications:

- 7.3 Life Events: an Equalities Impact Assessment screening has been undertaken. The screening has highlighted that no specific minority group is disproportionately affected by increases.

Sustainability Implications:

- 7.4 None

Any Other Significant Implications:

- 7.5 None

SUPPORTING DOCUMENTATION

Appendices:

1. Bereavement Services fees and charges change proposals and benchmarking information
2. Registration Services fees and charges change proposals
3. Registration Services benchmarking information

Documents in Members' Rooms

1. None

Background Documents

1. None

Bereavement Services - Summary Benchmarking Based on CIPFA Categories (Benchmarking at November 2017)
Proposed Fees & Charges Increases for those Categories

Service	Description	BHCC Current Fees from 01/04/17	Proposed Fee from 01/04/18 2% Increase (In line with inflation)	Proposed Fee from 01/04/18 0% Increase (Increased budget pressure)		Downs Fees from 01/10/17	Adur & Worthing Fees from 01/01/17	Eastbourne Fees from 01/04/17	Bournemouth Fees from 01/04/17	Poole Fees from 01/04/17	Hastings Fees from 01/01/17	Clayton Wood Woodland Fees at 28/08/17
Cremation	Adult	633		633		633	795	580	673	755	642	N/A
Cremation	Contract (Early Slot)	439		439		469	595	N/A	N/A	N/A	465	N/A
Strewing Remains	Other Crematoria	69	70			92	110	30 to 85	49	51 to 100	45 to 100	195
Hire of Chapel	Weekday	161	164			317	180	165	115	N/A	110	N/A
Hire of Chapel	Weekend	235	240			633	N/A	N/A	N/A	N/A	N/A	N/A
Grave Purchase	Adult	610	622			950 single 2,186 double	775	850	865 to 1649	805 to 4900	756	N/A
Grave Purchase	Adult Woodland Burials	693	707			N/A	N/A	N/A	662	N/A	382	845 to 3250
Grave Purchase	Child Age limits vary For B&H - 17 and under	0	0			327	115	325 425	293	600 to 1200	N/A	N/A
Interment	Depth of 1	893	911			846	1260	870	725	755	580	395
Interment	Depth of 2	893	911			1130	1260	950	725	755	580	545
Interment	Depth of 3	893	911			N/A	1260	N/A	725	1020	580	N/A
Interment	Child Age limits vary For B&H - 17 and under	0	0			0	0	0 Half Adult Fee	43 to 84	160	0	495

Service	Description	BHCC Current Fees from 01/04/17	Proposed Fee from 01/04/18 2% Increase (In line with inflation)	Proposed Fee from 01/04/18 0% Increase (Increased budget pressure)		Downs Fees from 01/10/17	Adur & Worthing Fees from 01/01/17	Eastbourne Fees from 01/04/17	Bournemouth Fees from 01/04/17	Poole Fees from 01/04/17	Hastings Fees from 01/01/17	Clayton Wood Woodland Fees at 28/08/17
Grave Purchase	Cremated Remains	610	622			N/A	370	515	713	600 to 1200	656	N/A
Grave Purchase	Cremated Remains Woodland Valley Natural Burial Site	693	707			N/A	N/A	N/A	N/A	N/A	N/A	675 to 1195
Interment	Cremated Remains	137	140			119	220	190	235	220	100	125
Interment	Cremated Remains 2nd interment at same time	69	70			N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grave Deed	Transfer of Exclusive Right of Burial By Probate	61	62			74	70	55	N/A	N/A	N/A	N/A
Grave Deed	Transfer of Exclusive Right of Burial By Statutory Declaration	103	105			74	70	70	N/A	N/A	N/A	N/A
Grave Search	Prices from	22	22			24	25	5	N/A	73	23	N/A
Interment Weekend Prices	Depth of 1	288	294			N/A	135	N/A	N/A	N/A	N/A	N/A
Interment Weekend Prices	Depth of 2	288	294			N/A	135	N/A	N/A	N/A	N/A	N/A
Interment Weekend Prices	Depth of 3	288	294			N/A	135	N/A	N/A	N/A	N/A	N/A
Interment Weekend Prices	Cremated Remains	288	294			N/A	135	N/A	N/A	N/A	N/A	N/A
Non Resident Charges	Method of Additional Charge (eg 2 x resident price)	x 2	x 2	x 2		N/A	2	2	2 1.5 for CR	N/A	2	N/A

Service	Description	BHCC Current Fees from 01/04/17	Proposed Fee from 01/04/18 2% Increase (In line with inflation)	Proposed Fee from 01/04/18 0% Increase (Increased budget pressure)		Downs Fees from 01/10/17	Adur & Worthing Fees from 01/01/17	Eastbourne Fees from 01/04/17	Bournemouth Fees from 01/04/17	Poole Fees from 01/04/17	Hastings Fees from 01/01/17	Clayton Wood Woodland Fees at 28/08/17
Memorial Permit Fee	Full Permit Adult Single Headstone	110	112			300	180	£50 to £150	145	142	85	N/A
Memorial Permit Fee	Additional Work (Additional Inscription)	44	45			140	60	£50	50	56	85	N/A
Memorial Permit Fee	Child's Grave	50	51			166	50% of Adult Fee	£50 to £55	50	N/A	N/A	N/A

Report to Policy & Resources Committee: Fees and Charges in Life Events 25 January 2018

Registration Services: proposed fees and charges 2018/19

The following details the changes to our fees and charges:

* denotes statutory charge

Service	What is charged for	Fee 2017/18	Proposed fee for 2018/19	Percentage increase/decrease
Preliminaries for marriages & civil partnerships	*Enter notice of marriage/civil partnership	*£35.00	*£35.00	0%
	Pre-ceremony meeting Monday to Friday	£61.00	£70.00	+14.7%
	Pre-ceremony meeting Saturday	£121.00	£125.00	+3.3%
	Ceremony amendment fee	£33.00	£35.00	+6%
Marriages & civil partnerships: Regency Room (including two certificates)	*Statutory Register office (Wednesday morning)	*£54.00	*£54.00	0%
	Regency Room Monday to Thursday	£176.00	£175.00	-0.5%
	Regency Room Friday	£248.00	£275.00	+10.8%
	Regency Room Saturday	£385.00	£400.00	+3.8%
	Regency Room Sunday	£495.00	£400.00	-19%
	Regency Room Bank holidays	£495.00	£515.00	+4.2%
Marriages & civil partnerships: Fitzherbert Room (including two certificates)	Monday to Thursday	£110.00	£125.00	+13.6%
	Fitzherbert Room Saturday	£385.00	£400.00	+3.8%
	Fitzherbert Room Sunday	£495.00	£400.00	-19%
	Fitzherbert Room Bank holidays	£495.00	£515.00	+4.2%
Marriages & civil partnerships: at other approved venues (including two certificates)	Approved Venues Monday to Thursday	£468.00	£485.00	+3.6%
	Approved Venues Friday	£507.00	£525.00	+3.5%
	Approved Venues Saturday	£523.00	£540.00	+3.2%
	Approved venues Sunday	£633.00	£540.00	-14%
	Approved venues Bank Holidays	£633.00	£655.00	3.4%
Marriages & civil partnerships: Council Chamber (including two certificates)	Council Chamber Monday to Thursday	£468.00	£500.00	+6.8%
	Council Chamber Friday	£507.00	£550.00	+8.4%
	Council Chamber Saturday	£523.00	£600.00	+14.7%
	Council Chamber Sunday	£633.00	£600.00	-5%
	Council Chamber Bank Holidays	£633.00	£650.00	+2.6%

Service	What is charged for	Fee 2017/18	Proposed fee for 2018/19	Percentage increase/decrease
Marriages & civil partnerships: Winter fees Regency Room / Fitzherbert Room / Approved Venues / Council Chamber	Regency Room Monday to Thursday	£97.00	£125.00	+28.8%
	Regency Room Friday	£174.00	£250.00	+43.6%
	Regency Room Saturday	£271.00	£250.00	-7.7%
	Regency Room Sunday	£389.00	£250.00	-35%
	Regency Room Bank Holiday	£389.00	£400.00	+2.8%
	Fitzherbert Room Monday to Thursday	£97.00	£125.00	+28%
	Fitzherbert Room January & February only (Saturday morning)	£385.00	£150.00	-61%
	Approved Venues Monday to Thursday	£312.00	£325.00	+4.1%
	Approved Venues Friday	£389.00	£400.00	+3.5%
	Approved Venues Saturday	£389.00	£400.00	+3.8%
	Approved Venues Sunday	£471.00	£400.00	-15%
	Approved Venues Bank Holiday	£471.00	£470.00	-0.21%
	Council Chamber Monday to Thursday	£344.00	£250.00	-27%
	Council Chamber Friday	£389.00	£450.00	+15%
	Council Chamber Saturday	£433.00	£450.00	+3.9%
	Council Chamber Sunday	£498.00	£450.00	-9.6%
	Council Chamber Bank Holiday	£498.00	£515.00	+3.4%
Non-Statutory Ceremonies: Regency Room	Monday to Friday	£168.00	£175.00	+4%
	Saturday	£377.00	£375.00	+3.9%
	Sunday	£486.00	£375.00	-9.6%
	Bank Holiday	£486.00	£500.00	+3.4%
Non-Statutory Ceremonies: Approved Venues	Monday to Friday	£499.00	£475.00	-4%
	Saturday	£515.00	£500.00	-2%
	Sunday	£625.00	£500.00	-20%
	Bank Holiday	£625.00	£625.00	0%
Certificates & P&P	*Fee at time of registration (birth, death, marriage, civil partnership)	*£4.00	£4.00	n/a
	*Fee after the registration (birth, death, marriage, civil partnership)	*£7.00	£7.00	n/a
	*Fee after the registration (birth, death, marriage, civil partnership)	*£10.00	£10.00	n/a
	Priority certificate service 'within 24 hours'	£20.00	£20.00	n/a
	Express certificate service 'while you wait'	£30.00	£30.00	n/a
	1st Class P&P	£1.00	£1.00	n/a
	Overseas P&P	£6.00	£6.00	n/a
	Special Delivery P&P	£7.00	£7.00	n/a

Service	What is charged for	Fee 2017/18	Proposed fee for 2018/19	Percentage increase/decrease
*New statutory fees (from 1st November 2017)	*SR (local) foreign divorce consideration	*£50.00	£50.00	n/a
	*GRO foreign divorce consideration	*£28.00	£28.00	n/a
	*Locally authorised correction	*£75.00	£75.00	n/a
	*GRO authorised correction	*£32.00	£32.00	n/a
	*Waiver	*£20.00	£20.00	n/a
	*Forename added within 12 months of birth registration	*£40.00	£40.00	n/a
Licensing for approved marriage venues	One room	£1,674.00	£1,733.00	+3.5%
	Two rooms	£2,074.00	£2,147.00	+3.5%
	Three rooms	£2,489.00	£2,576.00	+3.4%
	Additional rooms	£267.00	£276.00	+3.3%
Nationality Checking Service	Adult	£80.00	£80.00	n/a
	Child	£80.00	£80.00	n/a
	Joint Citizenship Application Passport	£95.00	£95.00	n/a
	*Home Office Payment	*£80.00	£80.00	n/a
Citizenship Ceremonies	BTH Monday to Thursday	£124.00	£100.00	-19%
	BTH Friday	£188.00	£150.00	-46%
	BTH Saturday	£281.00	£300.00	6.7%
	BTH Sunday	£309.00	£300.00	-2.9%
	BTH Bank Holidays	£309.00	N/A	n/a
	Approved Venue Monday to Friday	£408.00	£500.00	+22%
	Approved Venue Saturday	£441.00	£500.00	13.3%
	Approved Venue Sunday	£538.00	£500.00	-7%
	Approved Venues Bank Holidays	£538.00	£500.00	-7%
European Passport Return Service	European Passport Return Service	£15.00	£15.00	n/a
	Premium European Passport Return Service	£25.00	£25.00	n/a
	Postage up to 2kg	£10.00	£10.00	n/a
	Postage 2kg-10kg	£30.00	£30.00	n/a
	Postage over 10kg	£50.00	£50.00	n/a

Service	What is charged for	Fee 2017/18	Proposed fee for 2018/19	Percentage increase/decrease
Sundry Items	Bubble Blowers	£1.00	£1.00	n/a
	Rice Confetti	£3.00	£3.00	n/a
	Birth Wallets	£3.00	£3.00	n/a
	Wedcast	£85.00	£50.00	-41%
	Lamination of Certificates	£2.00	£2.00	n/a
	Children's Wall Chart	£5.00	£5.00	n/a
	Wall Chart	£5.00	£5.00	n/a
	Union Jack flags	£1.00	£1.00	n/a
	Union Jack Umbrella	£5.00	£5.00	n/a
Extra Fees	Premium Appointment fee	£14.00	£15.00	7%
	Notice Appointment Cancellation Charge	£35.00	£35.00	n/a
	Ceremony Cancellation Charge	£110.00	£125.00	+13.6%
	*Referral Fee	*£12.00	£12.00	n/a

Fees and Charges in Life Events December 2017

Registration Services: benchmarking

A comparison of our current and proposed fees with those of our nearest neighbours:

* = winter fee

Service		2017-2018	West Sussex	East Sussex	Hampshire	Surrey	Kent
Marriage & Civil Partnerships: Register Office	Statutory	£46	£46	£46	£46	£46	£46
Marriage & Civil Partnerships: Capacity up to 15	Monday to Thursday	£110	£241	£165	£307?	£108	£215
	Friday	£248	£241 - £293	£190	£467?	N/A	£215
	Saturday	£385	£267 - £346	£290	£580?	N/A	£327
	Sunday	£495	£267 - £346	£290	£624?	N/A	£327
	Bank Holiday	£495	£346-£451	£415	£624?	N/A	£327
Marriage & Civil Partnerships: Capacity up to 50	Monday to Thursday	£176	£188	£165 - £275	£307	£168	£327
	Friday	£248	£241	£190 - £300	£467	£238	£327
	Saturday	£385	£267	£290 - £400	£580	£303	£440
	Sunday	£495	£267	£290 - £400	£624	N/A	£440
	Bank Holiday	£495	£246	£415 - £525	£624	N/A	£440
Marriage & Civil Partnerships: Capacity 50 - 100	Monday to Thursday	N/A	£241	£240	£307	N/A	£553 - £801
	Friday	N/A	£293	£265	£467	N/A	£553 - £801
	Saturday	N/A	£346	£365	£580	N/A	£667 - £1071
	Sunday	N/A	£346	£365	£624	N/A	£667 - £1071
	Bank Holiday	N/A	£451	£490	£624	N/A	£667 - £1071

Service		2017-2018	West Sussex	East Sussex	Hampshire	Surrey	Kent
Marriages & Civil Partnerships: Capacity 100+	Monday to Thursday	£468	N/A	N/A	N/A	N/A	N/A
	Friday	£507	£354	N/A	N/A	N/A	N/A
	Saturday	£523	£399	N/A	N/A	N/A	N/A
	Sunday	£633	N/A	N/A	N/A	N/A	N/A
	Bank Holiday						
Approved Premises Registrar Attendance	Monday to Thursday	£468	£418	£475	£447	£458	£436
	Friday	£507	£463	£500	£524	£508	£436
	Saturday	£523	£567	£525	£590	£588	£592
	Sunday	£633	£567	£525	£634	£608	£592
	Bank Holiday	£633	£625	£575	£634	£608	£592

Appendix 3 Fees and Charges in Life Events – Registration Service Benchmarking October 2017

Registration Services: benchmarking

A comparison of our current and proposed fees with those of our nearest neighbours:
(Fees and charges are correct at time of research through SERB.)

Service	What is charged for	Fee 2017/18	West Sussex County Council	East Sussex County Council	Hampshire County Council	Surrey County Council	Kent County Council
Marriages & civil partnerships: Register Office	Monday to Thursday	£46.00	£46	£46	£46	£46	£46
Marriages & civil partnerships: Regency Room	Monday to Thursday	£176.00	£184-£414	£140-£450	£109	£110.00	£215-£801
	Friday	£248.00	£237-£459	£220.00	£120	£140-£210	£215-£1071
	Saturday	£385.00	£254-£540	£290.00	£193	£275.00	£327-£1071
	Sunday	£495.00	£329-£594	£420.00	n/a	£N/A	£327-£1071
	Additional fee for New Years Day/Xmas Eve/Boxing Day/Valentines Day	n/a	n/a	£50	n/a	n/a	n/a
Marriages & civil partnerships: at other approved venues	Monday to Thursday	£468.00	£414.00	£475	£439	£425-£485	£436-£592
	Friday	£507.00	£440.00	£500.00	£503	£455.00	£436.00
	Saturday	£523.00	£564.00	£525.00	£503.00	£455.00	£592.00
	Sunday and bank holidays	£633.00	£621.00	£525.00	£546.00	£500.00	£592.00
	Additional fee for New Years Day/Xmas Eve/Boxing Day/Valentines Day	n/a	£654.00	£575.00	£574.00	£500.00	£678.00
Nationality Checking Service	Adult	£80.00	£85	£80.00	£65.00	£78.00	£65.00
	Child	£80.00	n/a	£55.00	£70.00	£78.00	£65.00
The Fitzherbert Room	Monday – Thursday	£110.00	£179-£398	£110.00	£154.00	£68.00	£215.00
	Friday	£121.00	£229-£440	£140.00	£164.00	£68.00	£215.00

	Winter Saturday morning only	£385.00	£254-£540	£210.00	£224.00	N/A	n/a
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Service	What is charged for	Fee 2017/18	West Sussex County Council	East Sussex County Council	Hampshire County Council	Surrey County Council	Kent County Council
Marriages & civil partnerships: Council Chamber	Monday to Thursday	£468.00	£184-£414	£140-£450	n/a	n/a	£215-£801
	Friday	£507.00	£237-£459	£220.00	n/a	n/a	£215-£1071
	Saturday	£523.00	£254-£540	£290.00	n/a	n/a	£327-£1071
	Sunday	£633.00	£329-£594	£420.00	n/a	n/a	£327-£1071
	Additional fee for New Years Day/Xmas Eve/Boxing Day/Valentines Day	n/a	n/a	£50	n/a	n/a	n/a
Additional services	Cancellation/booking fee	£110.00	£100	n/a	£66	n/a	£55
	Amendment fee	£33.00	n/a	n/a	£66	n/a	£25
	Premium apt fee	£14.00	n/a	n/a	n/a	n/a	n/a

Subject: Community Asset Transfer Policy - Extract from the proceedings of the Neighbourhoods, Inclusion, Communities & Equalities Committee Meeting held on the 27 November 2017

Date of Meeting: 25 January 2018

Report of: Executive Lead for Strategy, Governance & Law

Contact Officer: Name: John Peel Tel: 29-1058
E-mail: john.peel@brighton-hove.gov.uk

Wards Affected: All

FOR GENERAL RELEASE

Action Required of the Policy, Resources & Growth Committee:

To receive the item referred from the Neighbourhoods, Inclusion, Communities & Equalities Committee for decision:

Recommendation:

That Policy, Resources & Growth Committee:

- 1) Approves adoption of the Community Asset Transfer (CAT) Policy as set out in Appendix 1 to this report.
- 2) That the Member-led Asset Management Board receives updates annually on Community Asset Transfers undertaken by the council and that this update is published on the council's website.

BRIGHTON & HOVE CITY COUNCIL

NEIGHBOURHOODS, INCLUSION, COMMUNITIES & EQUALITIES COMMITTEE

4.00pm 27 NOVEMBER 2017

ST RICHARD'S CHURCH HALL, EGMONT ROAD, BN3 7FP

MINUTES

Present: Councillors Daniel (Chair), Moonan (Deputy Chair), A Norman (Opposition Spokesperson), West (Group Spokesperson), Bewick, Cattell, K Norman, Peltzer Dunn, Simson and Phillips

PART ONE

40 COMMUNITY ASSET TRANSFER POLICY

- 40.1 The Committee considered the report of the Executive Director, Economy, Environment & Culture, and the Executive Director, Neighbourhoods, Communities & Housing which sought endorsement of the adoption of a Community Asset Transfer (CAT) Policy, prior to the arrangements being presented to Policy, Resources & Growth Committee for approval. The report was introduced by the Assistant Director Property and Design, and the Head of Community and Equalities.
- 40.2 Councillor Cattell said it would be good to have the current ad hoc arrangements for considering applications for the transfer of council assets to third sector organisations formalised, and supported the adoption of the CAT Policy.
- 40.3 Councillor Simson asked if the new policy would only apply to new applications, and whether existing leases would be amended. The Assistant Director Property and Design said that the policy would not be retrospective and so existing arrangements would remain in place.
- 40.4 Councillor Simson said that if an asset was already being used by one organisation but another organisation had a better use for it, could it be transferred. The Assistant Director Property and Design said that all applications would need to be supported by a business case and would be carefully looked at. The Head of Community and Equalities referred to page 18 of the Policy which gave an option for an asset to be shared with another organisation.
- 40.5 Councillor West welcomed the policy to guide organisations and would support the recommendations. He noted that for leaseholds and freeholds where the transfer was over £250K, it would come to committee for a decision, but for transfers less than that it would be considered under officers delegated powers. There was no right of appeal against any decision, and was concerned about transparency particularly when there were competing bids for an asset, and suggested it would be preferable for more applications to be considered by committee. The Asset Management Board will be

asked to look at how this was going each year, and suggested that they could also look at cases where organisations were unhappy with an officer's decision. The Assistant Director Property and Design said that officers had delegated powers up to specified limits under the council's constitution, and agreed that it was important to have an open and transparent process. In all applications ward councillors would be consulted, there was a complaint process if needed and decisions would be referred to the Asset Management Board.

- 40.6 Councillor Moonan welcomed the report which she felt clarified the existing process. Councillor Moonan asked firstly if assets would be advertised, and secondly whether a lease could be revoked if it was felt that an organisation had strayed from their initial business plan. The Assistant Director Property and Design said that assets would be advertised, if it was felt that the business plan was not being followed, the Heads of Terms would be reviewed to see if they were being used as expected. If they weren't they would be reviewed, and if necessary the lease could be revoked but hoped that any concerns could be resolved before that would happen.
- 40.7 Councillor Peltzer Dunn referred to the Financial Implications in the report, and asked if requirements of the detailed business case would also apply to freehold properties. The Assistant Director Property and Design said that most transfers would be for leaseholds, but if there were a transfer of a freehold it would need to be considered by committee.
- 40.8 Councillor Peltzer Dunn said that when the Council sold a freehold it must be sold at best value, but if an organisation wanted to purchase a freehold and they were paying less rent, it would reduce the value of the property. The Assistant Director Property and Design said they would look at the whole freehold and judge it against a market value at that time.
- 40.9 **RESOLVED TO RECOMMEND:** That the Committee recommended adoption of the Community Asset Transfer Policy to the Policy, Resources & Growth Committee.

The meeting concluded at 7.35pm

Subject:	Community Asset Transfer Policy		
Date of Meeting:	27 th November 2017- Neighbourhoods, Inclusion, Communities & Equalities Committee 25th January 2018 – Policy, Resources & Growth Committee		
Report of:	Executive Director, Economy, Environment & Culture and the Executive Director, Neighbourhoods, Communities & Housing		
Contact Officer:	Name:	Angela Dymott Emma McDermott	Tel: 01273 291450 01273 291577
	Email:	angela.dymott@brighton-hove.gov.uk emma.mcdermott@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 The report seeks Neighbourhoods, Inclusion, Communities & Equalities Committee endorsement of the adoption of a Community Asset Transfer (CAT) Policy prior to the arrangements being presented to Policy, Resources & Growth Committee for approval.
- 1.2 The CAT Policy formalises the current ad hoc arrangements for considering applications for the transfer of council assets to the management of third sector organisations to unlock community benefits and social value.
- 1.3 The Corporate Property Strategy & Asset Management Plan (AMP) sets out the management strategy for the council's property & land portfolios which aims to maximise the value received from them, both in terms of financial return as well as increased social value and community benefits for the city. The CAT Policy fully aligns with these objectives and will sit under the AMP as a key part of our strategic property management framework.
- 1.4 The CAT Policy sets out a consistent and formal process for both the receipt of applications and the evaluation of proposals. The policy will be made available on the council's website to inform third sector organisations who wish to explore this option.

2. RECOMMENDATIONS:

That Neighbourhoods, Inclusion, Communities & Equalities Committee:

- 2.1 Recommends adoption of the Community Asset Transfer (CAT) Policy as set out in Appendix 1 to this report to the Policy, Resources & Growth Committee on 25th January 2018.

That Policy, Resources & Growth Committee:

- 2.2 Approves adoption of the Community Asset Transfer (CAT) Policy as set out in Appendix 1 to this report.
- 2.3 That the Member-led Asset Management Board receives updates annually on Community Asset Transfers undertaken by the council and that this update is published on the council's website.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 Community Asset Transfer is defined as the transfer of stewardship (through a leasehold agreement) or, in exceptional circumstances, the transfer of ownership (through a freehold sale) of a community asset from the council to a third sector organisation at less than best consideration in order to achieve a public benefit and unlock social value.
- 3.2 The CAT Policy is entirely separate to and does not cover the 'Community Right to Bid' scheme which was introduced in the Localism Act 2011. The Community Right to Bid scheme applies to all property in the city (not just council owned), has its own legal process and is administered by the council's planning team.
- 3.3 The council recognises that the transfer of an asset to a third sector organisation can unlock additional social value, support community enterprise and demonstrate commitment to our communities and residents. This in turn can attract additional investment to create a thriving community hub for the benefit of the local neighbourhood and the whole city.
- 3.4 The council has had some notable successes in the past in the transfer of assets to the third sector such as the Open Market CIC and the Bristol Estate Artist Studios. However, such arrangements have tended to be ad hoc and reactive rather than strategic. The purpose of the CAT Policy is to provide a clear, consistent and fair framework for the assessment of future requests for community asset transfers including how the council evaluates the risks and benefits associated with each application as part of its overall asset management processes.
- 3.5 The CAT Policy aligns with the strategic approach to asset management and policy framework set out in our Corporate Property Strategy & Asset Management Plan (AMP). The AMP aims to encourage community asset transfer where appropriate and to maximise the value received from our property assets including community benefits and social value.
- 3.6 Development and publication of a formal CAT Policy was a key recommendation of the Fairness Commission.
- 3.7 The CAT Policy together with a list of council owned buildings designated as 'Community Assets' will be made available on the council's website and reviewed and updated at least annually. Third Sector Organisations are defined in the policy as including not for profit organisations or groups with a local connection.

3.8 The CAT Policy sets out:

- Who is eligible to apply,
- Eligible community assets and standard transfer terms,
- Information required from the applicant group,
- Application evaluation criteria,
- Target timescales for a decision on applications and
- Sources of further information for third sector organisations from both the council and externally.

Appendices to the CAT Policy include a standard application form and an example risk log to guide third sector organisations through the process.

3.9 Certain key principles will apply to the CAT Policy to protect both the council and the third sector organisation applicant. These are set out in the policy document and include:

- Proposed transfers must promote social, economic or environmental well-being within the community and support the priorities & objectives of the council.
- The council will consider transfers proposed at less than Best Consideration only if the applicant is able to demonstrate the additional social value offered within a detailed business case. Achievement of such added value will be monitored and reported regularly to the council to ensure that it is delivered.
- A presumption for leasehold transfers. Freehold transfers will only be considered if a strong case can be made for either additional development opportunities or where freehold ownership is a pre-requisite for funding.
- The council will expect the applicant to take on the running costs of the transferred asset and their ability to do this will be assessed through the business case.

3.10 Once adopted, the CAT Policy will be published on the council's website alongside our asset list and interactive map and the Communities & Equalities team will advertise this to third sector organisations.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

4.1 Option 1 Do Nothing – Without an agreed policy in place, third sector organisations are more likely to be treated in an ad hoc and inconsistent way resulting in potentially wasted effort on both sides.

4.2 The CAT Policy aligns with the property objectives set out in the Corporate Property Strategy & Asset Management Plan (AMP) for the council to take a strategic approach to the management of our assets rather than a reactive ad hoc response to future asset transfer requests from third sector organisations.

5. COMMUNITY ENGAGEMENT & CONSULTATION

5.1 The CAT Policy has been produced by the council's Property & Design, Communities, Equalities & Third Sector, Housing Strategy & Sustainability teams with input from:

- Community Works representatives
- Community Buildings Network

6. CONCLUSION

- 6.1 The recommendation is for the Neighbourhoods, Inclusion, Communities & Equalities Committee to endorse adoption of the new Community Asset Transfer Policy set out in Appendix 1 and that it is subsequently approved by the Policy, Resources & Growth Committee. It is best practice for councils to have a policy in place to clearly set out which assets are eligible for transfer, who can apply, information that the council needs to determine an application and a consistent and transparent method that the council will use to evaluate applications.
- 6.2 The CAT Policy aligns with the objectives of our Corporate Property Strategy & Asset Management Plan (AMP) which requires best use of our assets and to unlock additional social value wherever possible.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The council is legally obliged to ensure that any transfer of asset receives Best Consideration. The Community Asset Transfer Policy continues to ensure that best consideration is received and in the event that less than best consideration is received then the applicant must be able to demonstrate added social and economic value within a detailed business case.
- 7.2 All applications proceeding to the Full Transfer Application stage will be required to submit a detailed business case including risk register. The business case will need to demonstrate that sufficient funding is in place or being secured. Applicants will need to demonstrate that there will be long term financial sustainability for the length of the lease period or a minimum of five years whichever is the lesser. Applicants will be responsible for all building running costs including utilities, repairs, rates, insurance and statutory repairs. There will be a requirement for any building to be handed back at the end of the lease period in no worse condition than was originally transferred.
- 7.3 Applicants will need to be able to demonstrate that they have sufficient financial backing and experience or has support in place to assist in directly managing the asset to be transferred.
- 7.4 The transfer of an asset may take the form of a Licence to Occupy, a short lease (7 years and under), a long lease (7 years or over) or a freehold disposal. The preferred method would be in the form of a lease but in exceptional circumstance a freehold disposal may be considered. The council may receive a capital receipt for either a lease or freehold transfer or a rental income depending on the terms of each individual application. Any revenue income will support the council's annual revenue budget and any capital receipt will support the Medium term Financial Strategy.

Finance Officer Consulted: Rob Allen

Date: 19/09/17

Legal Implications:

- 7.5 The council cannot dispose of land for less than the best consideration that can reasonably be obtained, except with the consent of the Secretary of State (S123 of the Local Government Act 1972). Specific consent is not required for the disposal of any interest in land for an undervalue of up to £2 million provided that the authority considers it will help it to secure the promotion or improvement of the economic, social or environmental well-being of its area.
- 7.6 Each transfer will require an analysis of the activities of the organisation receiving the assistance to ensure that the disposal does not amount to unlawful state aid.
- 7.7 The legal implications of each transfer will be considered on a case by case basis.

Lawyer Consulted:

Alice Rowland

Date: 29/08/17

Equalities Implications:

- 7.8 An Equalities Impact Assessment has not been carried out.

Sustainability Implications:

- 7.9 The Sustainability team has been consulted whilst producing the policy and a sustainability checklist has been included as an appendix.

Any Other Significant Implications:

- 7.10 None.

SUPPORTING DOCUMENTATION

Appendices:

1. Community Asset Transfer Policy document

Documents in Members' Rooms

None

Background Documents

None



Guide to Community Asset Transfer in Brighton and Hove

(BHCC Community Asset Transfer Policy)

Brighton & Hove City Council
Hove Town Hall
Norton Road
Hove
East Sussex
BN3 3BQ

www.brighton-hove.gov.uk

November 2017



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1.0 INTRODUCTION & DEFINITIONS

1.1 Aims of the Policy

The aim of this policy is to provide an open, affirmative and transparent framework for community asset transfer (CAT) from the council to a third sector organisation.

The council recognises that the transfer of an asset to a third sector organisation can unlock social value, support community enterprise, attract additional investment into the asset and local area, and demonstrates the council's commitment to our communities and residents.

Community asset transfer supports council and wider community objectives to be 'citizen focused' and to encourage 'active citizenship'.

This document is designed to be used by third sector organisations and council officers to help them decide whether a community asset transfer is appropriate and, if the organisation then wish to proceed, to provide guidance on how to make an application and the decision making process.

The key principles of the policy are:

- That any transfer application must support the aims and priorities of the council as set out in an adopted policy.
- Community asset transfer is not an automatic right and all applications will be assessed on a case by case basis.
- Approved transfers will generally be on a leasehold basis. Freeholder transfers will only be considered in exceptional circumstances.
- Some transfer applications may require committee approval in addition to the decision-making process set out in section x of this policy. Applicants will be notified where this is the case.

The drivers for a community asset transfer may include:

- Supporting a third sector organisation to continue to deliver a key activity for residents where the transfer will allow the organisation to bid for and secure funds and/or to support a more sustainable business model,
- Supporting a third sector organisation to deliver a specific service in line with the council's objectives where the service can be best provided through a council owned asset,
- Protecting a heritage or otherwise important city asset that may fall into disrepair if stewardship is not provided by a third sector organisation
- Where a third sector organisation is considered to be best placed to provide an alternative delivery model for an existing council service from an existing council owned asset.

1.2 Definitions

The following definitions have been provided to help third sector organisations, council officers and elected members make best use of this policy.

1.2.1 Community Asset Transfer (CAT)

Asset transfer is the passing of management through a lease agreement or, in exceptional circumstances, ownership of a community asset from a public sector body to a third sector organisation at less than best consideration i.e. less than its market value, in order to achieve a public benefit and unlock social value. See **Section 4.2** for more details.

1.2.2 Community Assets

Community Assets that fall within this policy are listed as such on the last column (Column AF - Community Asset Transfer Policy Designation) of the 'Brighton & Hove City Council Property & Land Assets' list. The list can be downloaded from the council's website under the 'Government Transparency Agenda' section at:

<https://www.brighton-hove.gov.uk/content/council-and-democracy/council-property-and-land>.

This list will be kept under review and updated as required. Interested parties may also seek guidance on other council owned assets on the website list with the exception of property & land designated as 'non-operational' which form part of the council's commercial estate.

1.2.3 Third Sector Organisation

These are defined for the purpose of this policy as non-governmental (not part of the statutory sector – it must exist for community, social or environmental benefit), non-profit distributing (it must reinvest any surpluses to further its social and community aims) and having a local connection.

Organisations must be appropriately constituted (such as a registered charity, community interest company or charitable incorporated organisation), a not-for-profit company or cooperative such that the constitution allows the management or ownership of buildings and / or provision of services.

Such organisations must be a legal entity capable of entering a lease agreement with the council.

Local connection means that the organisation's activities are wholly or partly concerned with the city of Brighton & Hove.

1.2.4 Best Consideration

Local authorities are usually required to dispose or transfer their land and property assets on the basis of the best consideration reasonably obtainable. Best consideration refers to the commercial or monetary value to the council.

If the council is disposing of land or buildings for less than best consideration it needs to get the Secretary of State's consent. Specific consent is not required for a disposal for an undervalue of up to £2m provided that the council considers that the disposal will help it to secure the promotion or improvement of the economic, social or environmental well-being of its area. This test is referred to as social value in this policy (see **Section 1.2.5** below).

1.2.5 Social Value

Social value in this context is about ensuring that when a council owned property is transferred (lease arrangement or freehold) to a third sector organisation, that the business case for the transfer clearly explains how the transfer will help maximise economic, social and/or environmental benefits to local residents, the neighbourhood and/or the city.

This involves seeing beyond the price of an individual transfer and looking at the additional benefits to a community and how the transfer might improve the economic, social and environmental well-being of the communities.

The council's Social Value Guidance provides details of the type of social value outcomes that could be included - see **Section 2.3** for the web link.

1.2.6 Community Right to Bid

This policy does not cover the 'Community Right to Bid' which was introduced in the Localism Act 2011. The Community Right to Bid has its own legal process and is administered by the council's planning team. Further details are available on our website using the following link:

<https://www.brighton-hove.gov.uk/content/community-and-life-events/community-and-voluntary-sector-support/community-rights>.

1.2.7 Housing Revenue Account (HRA) Assets

The Housing Revenue Account (HRA) contains the income and expenditure relating to the council's social housing landlord duties in respect of tenanted and leasehold residential properties. The income and expenditure relating to these properties is accounted for separately from the council's other services and activities which form part of the council's General Fund. Should any HRA asset fall within the scope of this policy separate resident consultation (as part of the Resident Involvement Framework) and approval will be required through the Housing Governance Framework. This Framework includes, as appropriate, Area Panels, Estate Regeneration Members Board and the Housing & New Homes Committee. This is in addition to any approval required through the Policy, Resources & Growth Committee. This will mean that the decision on any application relating to HRA community assets will fall outside of the timescales proposed in **Section 6.4** below.

HRA Community Assets are identified as such on the 'Brighton & Hove City Council Property & Land Assets' list referred to in **Section 1.2.2** above. The HRA will only consider non-dwelling assets within the parameters of this policy.

2.0 THE NATIONAL & LOCAL CONTEXT

2.1 National Policy

Central government has clearly signalled their commitment to the principle of asset transfer from the public sector to third sector organisations where this will result in improved outcomes to the citizens.

This policy is underpinned by Treasury guidance which makes clear that council's do not own property and land assets for their own sake. Instead, assets are held for pursuing policy objectives and the valuation of a publically owned asset is based on the interests of society as a whole rather than those of the council alone.

2.2 Local Policy

The Council's Corporate Plan recognises this and sets out how it intends to "develop genuinely engaging and collaborative approaches with citizens for all service design and delivery". These will include:

- Moving beyond council engagement as a transactional approach to more collaborative and empowering relationships with our diverse communities and
- Recognising the role third sector groups' play in engaging our communities and most vulnerable citizens, supporting residents to shape services.

Many funding opportunities previously accessed by the third sector are changing, reducing or stopping as a result of budget reductions across the public sector. These changes provide opportunities for the council to work differently with the third sector, for example, on new approaches to managing rising demand and enabling active citizenship.

The council, in partnership with other public sector providers, recognise the need to support the sector in responding to these challenges, to become more sustainable and better aligned to the changing requirements of citizens and public services.

Community Asset Transfer is one of the methods by which the council can enable and encourage community activity to the benefit of the city as a whole and is supported by the Corporate Property Strategy & Asset Management Plan (see link below). Publication of this policy was a key recommendation of the Brighton & Hove Fairness Commission.

<https://www.brighton-hove.gov.uk/sites/brighton-hove.gov.uk/files/Headline%20report%20-%20Fairness%20Commission.pdf>

The council's HRA Asset Management Strategy (see link below) acts as a link between the Housing Strategy priorities and the housing investment programme. The HRA Asset Management Strategy was agreed in 2016 following extensive consultation and work with residents and, together with the HRA Budget and HRA Capital Investment Programme, aims to balance the priorities of both the council and council housing residents within the context of the Housing Strategy and the Corporate Plan.

2.3 Links to Related Council Policies

- Corporate Plan 2015-19:
<https://www.brighton-hove.gov.uk/content/council-and-democracy/about-your-council>
- Corporate Property Strategy & Asset Management Plan 2014-18:
<https://www.brighton-hove.gov.uk/content/council-and-democracy/council-property-and-land/corporate-property-strategy-and-asset>
- Housing Revenue Account Asset Management Strategy:
<https://www.brighton-hove.gov.uk/content/housing/council-housing/investing-your-homes>

- Brighton & Hove Social Value Framework:

[https://present.brighton-hove.gov.uk/Published/C00000912/M00006397/AI00051935/\\$20160713113212_009343_0038669_BrightonandHoveSocialValueFramework.docx.pdf](https://present.brighton-hove.gov.uk/Published/C00000912/M00006397/AI00051935/$20160713113212_009343_0038669_BrightonandHoveSocialValueFramework.docx.pdf)

3.0 HOW DOES COMMUNITY ASSET TRANSFER WORK?

3.1 The Aim of Community Asset Transfers

The Council's land and property portfolios are held for a variety of different purposes including financial (e.g. commercial portfolios), operational (e.g. civic offices, social care day centres, etc.), heritage (e.g. listed buildings or monuments) and community (e.g. community centres).

For the latter group, the council recognises that third sector management and stewardship can deliver additional benefits to the local community. These may include extended use of the building, thereby increasing the social benefit to users and / or securing additional funding not available to the local authority itself to provide a more sustainable business model.

Benefits to the community include:

- Increasing and improving neighbourhood based service provision; increasing accessibility for local people especially for those with limited mobility or low incomes,
- Bringing a sense of community identity and pride and the potential for increased community cohesion,
- Providing additional jobs, training and business opportunities locally,
- Contributing to physical regeneration
- Increasing confidence, skills and aspirations locally.

Benefits to the council include:

- A more efficient use of a public sector asset – third sector organisations often make extensive use of volunteers and their local knowledge and hands-on management of the asset can result in lower overheads and better value for money as well as more intensive use of the asset,
- Enabling third sector organisations to complement public service provision in ways that are more responsive and better related to local need
- Enabling effective partnerships between the public sector and the third sector to enhance local services.

Benefits to the third sector include:

- Increased sustainability for organisations and increased leverage with other public and private sector organisations – a well-managed asset can provide a third sector organisation with greater financial viability and reduce its dependency on grants,
- Enabling a third sector organisation to apply for funding that is not available to the council and/or even to secure loan finance on the value of the asset
- Facilitating collaboration and resource sharing amongst organisations.

3.2 Community Asset Transfer Principles

Our policy on Community Asset Transfer is underpinned by the following principles:

- Community asset transfer under this policy is not an automatic right. The council is required to maintain a dual role to support the third sector as well as to act as steward of publically owned assets and to derive the best value out of them to the overall benefit of the city.
- Any proposed asset transfer must promote social, economic or environmental well-being within the community and support the priorities and objectives of the council as set out in the city's Sustainable Community Strategy: <http://www.bhconnected.org.uk/>.
- The council will adopt a fair and transparent process to assess and decide community asset transfer applications as set out in this policy document.
- If any proposed transfer will result in a transaction at less than best consideration in strict monetary terms (ie a market rent is not achieved), then the additional social value benefits associated with the proposal will also be considered by the council. These must be clearly identified, assessed and time & value measured within the approved business case and must be monitored and reported to the council in an agreed format to ensure that they are subsequently realised. This requirement to provide social value benefits may be documented within the lease or licence with remedies for the council also documented if the stated social value benefits are not fully realised.
- Third sector organisations seeking an asset transfer will be required to provide details of the organisation's governance, operational and financial arrangements as set out in **Section 5** which will be used to determine that the applicant has sufficient financial backing and experience, or has support in place to assist them in directly managing the asset proposed for transfer.
- Third sector organisations will be required to submit a detailed business case to demonstrate financial resilience and long-term sustainability at least for the period of the proposed transfer or for a minimum of five years whichever is the lesser.
- The council will be as flexible as it can be on the terms of any transfer subject to the overall requirement for it to achieve best consideration. In determining the terms the council will take into account the size of the organisation, excess profits, track record and ability to fund income and/or attract grant funding.
- In the case of a leasehold transfer the council will expect the applicant to be responsible for running costs of the building including utilities, rates, repairs, statutory maintenance and insurance. The council will provide applicants with details of existing running costs that the council is currently responsible for prior to transfer.
- Freehold disposal will not usually be available except under exceptional circumstances, e.g. where freehold ownership is the only available option for the applicant to attract funding or where the transfer is part of a larger development scheme.
- The council will not guarantee exclusivity in any transaction or applications on a first come first served basis.

4.0 WHAT IS THE COUNCIL OFFERING?

4.1 Community Assets

For the purpose of this policy Brighton & Hove City Council is including property & land assets designated as being 'Community Assets' on our asset list as defined in **Section 1.2.2** above.

Interested third sector organisations may also seek guidance from the council's Estates Management Team on other council owned assets on the list with the exception of property & land designated as 'non-operational' which form part of the council's commercial estate. Contact details are provided in **Section 7.1**.

4.2 Tenure

A community asset transfer can take many different forms depending on the nature of the service to be provided, the intended building and the need for the third sector organisation to secure external funding. Options included in this policy are:

- **A Licence to Occupy** – this will normally allow the organisation to have shared use of a building with other groups or individuals for the length of the licence. Running costs and responsibilities will generally be shared between the various occupiers and the building owner.
- **A Short Lease** (up to 7 years) - a leasehold arrangement will provide the third sector organisation with exclusive use of the asset for the duration of the agreement with the expectation that they would take responsibility for the running costs. At the end of the lease the asset will be returned to the council in no worse condition than originally transferred. The lease will include a provision for the asset to return to the council before the end of the lease in certain circumstances which may include bankruptcy, corruption or the originally envisaged benefits not being achieved.
- **A Long Lease** (7 years and over) – as above but subject to a viable business case and appropriate Officer Delegations
- **A Freehold Disposal** - this will be considered in exceptional circumstances only and would result in full ownership and full responsibilities for the asset being permanently transferred to the organisation. Due to the additional risks this could create for both the council and the organisation, this is not the council's preferred method for CAT and will only be considered in exceptional circumstances. Freehold transfer may also require additional Committee approval.

5.0 HOW DO THIRD SECTOR ORGANISATIONS APPLY?

5.1 Who Can Apply?

Applications for the transfer of a community asset under this policy can only be made by a recognised third sector organisation as defined in **Section 1.2.3** above. Evidence of the applicant's status will be required as part of the application process described below. To make best use of both the organisation and the council's time the process has two stages.

5.2 Stage 1: Expression of Interest

An expression of interest will be made by the applicant to provide initial information on their organisation and the building or land asset they are interested in. This will be used by the council to determine whether a valid application for a community asset transfer is likely and to ensure that the organisation does not waste time completing a full application if they do not meet the initial basic requirements. See **Appendix A** for the Expression on Interest form to be submitted at Stage 1. Information required at this stage includes:

- Confirmation that the applicant is a third sector organisation as defined in **Section 1.2.3** above. The applicant may be subsequently required to provide additional evidence of this before the application can progress.
- Summary details of the third sector organisation, where they are based, their purpose, their service offer and outcomes they are expecting to achieve.
- Details of the council owned land or building asset that the organisation is interested in including brief details of the lease they would like to use.
- An explanation of why the organisation is applying for a Community Asset Transfer.
- A declaration to confirm that the applicant organisation has read and understood the CAT Policy, can evidence their support and promotion of the council's vision, values & objectives, is able to provide a robust and sustainable business case and has the experience or the necessary resources to manage a building.

The Expression of Interest (EOI) application will be assessed by the council as described in **Section 6.1** below. The ward members where the asset is located will also be consulted on the EOI and if the asset is a HRA asset the Chair of the Housing and New Homes Committee will be consulted.

The applicant will normally be notified of the initial decision within fifteen working days of the council receiving the EOI application. The ward members will also be notified and the Chair of the Housing and New Homes Committee if a HRA community asset.

5.3 Stage 2: Full Transfer Application

Once a third sector organisation has been notified of a successful Stage 1 Expression of Interest application, it can proceed to a full application as Stage 2. See **Appendix B** for the form to be submitted.

Additional information required at this stage includes:

- Full details of the organisation's intended use of the building and how it can be used to raise additional funds and achieve additional social value aligned to the council's aims & objectives.
- Full details of when these benefits will be achieved and how they will be monitored & reported to the council.
- Evidence to support a local demand for the service.
- Full details of the organisations experience in managing property and providing the intended service including governance & constitution arrangements.
- Full details of the applicants transfer requirements and lease details.
- Full details of the organisations business case.

- Identification and mitigation of any risks associated with the transfer. A list of some of the more common risks is provided as **Appendix C**.

The Full Transfer Application (FTA) will be assessed by the council as described in **Section 6.2** below. The applicant will normally be notified of the decision within fifteen working days of the council receiving the FTA.

The ward members will also be notified and the Chair of the Housing and New Homes Committee if a HRA community asset.

6.0 HOW ARE APPLICATIONS ASSESSED?

6.1 Stage 1: Expression of Interest Assessment Criteria

On receipt of an Expression of Interest form (see **Appendix A**), a cross-council officer group will assess the content to establish whether a transfer is appropriate and meets the initial, basic requirements of this policy. This initial assessment will confirm that:

- **Section C:** The asset to be considered for transfer is council owned and meets the definition of 'Community Asset' stated at **Section 1.2.2**. The council will check that the building is available and able to be transferred.
- **Section C:** The initial agreement terms requested appear reasonable and commensurate with the service proposal.
- **Section D:** The applicant represents a third sector organisation as defined in **Section 1.2.3**.
- **Section E:** The applicant has clearly articulated what services, activities & facilities they will provide from the asset and that these appear to offer additional social value to the local community.
- **Section F:** The reasons stated for a transfer are valid and that no other alternative will offer the same benefit.
- **Section G:** The applicant is able to provide details of how the service will support the council's Corporate Plan objectives if the application proceeds.
- **Section G:** The applicant is able to provide a full financial business case if the application proceeds.
- **Section G:** The applicant is able to provide details of building management expertise if the application proceeds.

Following assessment of the Expression of Interest by the council, the applicant will be advised that their application has either been:

- **Approved** – The applicant may proceed to submit a full CAT application.
- **Rejected** – The application does not meet one or more of the essential criteria required. Feedback will be provided listing the reasons why the application has been rejected.
- **Pending** – The application is incomplete or insufficiently detailed. The applicant will be advised to submit additional information in order for an assessment to be made.

6.2 Stage 2: Full CAT Application Assessment Criteria

On receipt of a Full Transfer Application form (see **Appendix B**), a cross-council officer group will assess the content to establish whether a transfer is appropriate and meets the requirements of this policy. This initial assessment will confirm that:

- **Section D:** The applicant has clearly articulated the local services, activities & facilities they will provide from the asset and who these are intended for.
- **Section E:** The intended use of the building is suitable and the applicant has demonstrated how they are going to manage the building in the most sustainable way (see **Appendix D** for further guidance) and maximise utilisation.
- **Section F:** There is evidenced demand and/or need for the service in the local area.
- **Section G:** The proposed lease length is acceptable to the council and any specific lease requirements are reasonable.
- **Section H:** The Asset transfer promotes social, economic or environmental well-being, adds social value and supports the council's objectives.
- **Section I:** Milestones have been provided for the achievement of the social value benefits with reasonable timescales given the length of the intended lease. The organisation has confirmed that they will provide an annual report to the council.
- **Section J:** The organisation has demonstrated a successful track record or can point to expertise they have that will give sufficient reassurance they are prepared for the responsibilities of their lease.
- **Section K:** Risk mitigation proposals have been identified and appear to be suitable and reasonable.
- **Section L:** A robust business case has been provided including plans for maximising opportunities for sustainable inward investment such as fund raising, grants, social enterprise, etc.
- **Section L:** The organisation has a healthy or sustainable financial position and any fundraising approach appears viable. The organisation demonstrates good governance and a suitable legal structure.

Following assessment of the Full Transfer Application by the council, the applicant will be advised that their application has either been:

- **Approved** – The transfer can proceed subject to agreement of lease conditions.
- **Rejected** – The application does not meet one or more of the essential criteria required. Feedback will be provided listing the reasons why the application has been rejected.
- **Pending** – The application is incomplete or insufficiently detailed. The applicant will be advised to submit additional information in order for an assessment to be made.

6.3 Assessing 'Social Value'

Disposals at less than best consideration may only be justified if they involve indirect benefits to the council in pursuit of wider strategic objectives and outcomes such as the disposal or transfer of a property interest to a third sector organisation designed to achieve social and economic benefits (see **Section 1.2.5** above for further guidance).

In such cases, if the council is to meet its legal obligations (and avoid legal challenge), it is important to be able to demonstrate that a consistent, transparent and well-structured approach has been taken and that value for money will be obtained. The aim of this policy is to provide sufficient information to ensure this.

Key essential information will include an assessment by the council of:

- a. The best consideration that would otherwise be receivable under normal market conditions,
- b. The consideration likely to be received on the proposed terms and conditions of the application and
- c. Any direct and indirect benefits associated with the disposal, expressed in monetary terms wherever possible.

The focus then turns to whether the benefits assessed at **c.** match or exceed the under-value, i.e. the value at **a.** less the value at **b.**

The council may also make an assessment of the current and likely ongoing holding and opportunity costs and any benefits to the council arising from the retention of the asset, to provide a balanced view about the costs and benefits to the authority of transfer.

Successful applicants will be required to sign an undertaking to monitor that the social value proposed in their application is being achieved and to provide a report of their findings to the council at least annually. The council reserves the right to review the terms of the transfer if the organisation is failing to meet the social value elements of the agreements.

6.4 The Decision

Each application will be evaluated by the council's Estates Team in accordance with their delegated powers and the guidance in this policy document. The Estates Team will be guided by the council's Community, Equality & Third Sector team with additional input from relevant council teams who benefit from or may be impacted by the application including the HRA Asset Manager in respect of HRA assets. Feedback from ward members will also be considered.

With the exception of HRA assets (see **Section 1.2.7** above), the council will aim to notify the applicant of the decision for each stage of the application within fifteen working days from receipt of the application pack.

Where the decision falls outside of the Officers delegated powers (e.g. in the case of freehold transfers or long leases) or involves an HRA asset, further approval may be required including from the relevant Committee, which will increase the time for a decision dependent on the Committee timetable. Applicants will be notified about additional approvals and likely timescales. These are likely to vary depending on the asset and application.

7.0 ADDITIONAL HELP & SUPPORT

7.1 Council Help & Support

Initial advice on the CAT Policy and the application process is available.

- For property related advice please contact the council's Estates Management Team by e-mail at commandagriproperty@brighton-hove.gov.uk.
- For other advice to third sector organisations considering a CAT transfer please contact the council's Community, Equality & Third Sector Team by e-mail at: communitiesteam@brighton-hove.gov.uk.

7.2 External Help & Support

Further help and support is available from:

- **Community Works**
Can help you by giving advice and information to help run your organisations and help you develop your business case. We run events so you meet other organisations and you can attend our learning and development opportunities.
Web: www.bhcommunityworks.org.uk
Tel: 01273 234023
- **Locality**
Locality's Asset Transfer Unit is the leading provider of expert advice, guidance and support on the transfer of under-used land & buildings from the public sector to community ownership and management. The Unit has a wide range of tools & resources to help organisations to develop assets and deliver long-term social, economic and environmental benefits. These include legal, business planning & strategic support as well as a help-line service.
Web: <https://mycommunity.org.uk/programme/community-asset-transfer>
Tel: 0845 345 4564
- **Community Matters**
This is the national membership & support organisation for the community sector which champions voluntary and community action at neighbourhood level as a means of local people taking control of issues in their area and fostering community spirit.
Web: <http://advisingcommunities.org.uk/our-services/advice-and-information/4-community-asset-transfer>
- **Brighton and Hove Community Land Trust**
This organisation is leading a programme of Community Led Housing in the city and can provide advice information and support to groups of people seeking community led Housing and other land and property related solutions.
Web: <http://bhclt.org.uk>
Email: admin@bhclt.org.uk
- **Possability People**
Pan impairment voluntary organisation that can provide advice and information on accessibility requirements and considerations.

Web: <https://www.possabilitypeople.org.uk/>
Tel: 01273 89 40 40

- **Brighton & Hove Energy Services Co-Op (BHESCO)**
Energy efficiency and sustainability advice.
Web: www.bhesco.co.uk
- **Brighton Energy Co-Op (BEC)**
Energy efficiency and sustainability advice.
Web: www.brightonenergy.org.uk
- **Freegle**
For advice on material reuse.
Web: www.ilovefreegle.org

7.3 Acknowledgements

This policy has been produced by the council's Property & Design, Community, Equality & Third Sector, Housing Strategy and Sustainability teams in consultation with the city's Community Buildings Network and Community Works representatives.

The following help and support was used in the development of this policy:

- RICS: Local Authority Asset Management Best Practice
- Asset Transfer Unit: Asset Transfer: A Partnership Route Map
- LGA: Empowering Communities – Making the Most of Local Assets
- Community Asset Transfer Policy examples from various other local authorities including Blackpool, Brent, Bristol, East Sussex, Edinburgh, Oldham, Plymouth, Portsmouth, Stoke and Wirral Councils.

APPENDIX A: EXPRESSION OF INTEREST FORM (STAGE 1)

This form is to be completed to make an initial enquiry in respect of a Community Asset Transfer (CAT) under Brighton & Hove City Council's CAT Policy

Section A: Initial Eligibility Test

Note that entering 'No' against either of these statements will mean that your application will be rejected at this stage.

Initial Requirements	Enter 'Yes' or 'No'
Please confirm that you have read the council's Community Asset Transfer Policy and that you consider that this application meets the requirements of the policy.	
Please confirm that you are applying on behalf of a Third Sector Organisation that meets the definition provided in Section 1.2.3 of the Community Asset Transfer Policy.	

Section B: Contact Details

Your Organisation & Contact Details	
Name of third sector organisation	
Type of Organisation	
Contact address	
Your name	
Your position in the organisation	
Contact telephone number	
Contact e-mail address	

Section C: Your Transfer Request

Please be as detailed as you can to enable the council to fully understand your application and requirements. Refer to **Section 4.0** of the CAT Policy for details of available options.

Details of the proposed transfer	
Name of the building or land asset to be transferred	
Full address of the building or land asset to be transferred	
Your anticipated lease / transfer terms	

Section D: Your Organisation

Please describe your organisation's membership, structure and governance including details of the area or communities that you currently serve. (max 500 words)

Section E: Your Service Offer

Please provide a clear description of the services, activities or facilities that will be delivered through the proposed Community Asset Transfer. Please indicate the intended geographical extent of your service offer. (max 500 words)

Section F: Reasons for a CAT Application

Please explain why your organisation believes that a CAT application is necessary to include anticipated community social value benefits and outcomes. Include evidence as to why your service offer may be put at risk if your CAT application does not succeed. (max 500 words)

Section G: Additional Details

Note that entering 'No' against statements 1-3 will mean that your application will be rejected at this stage.

Additional Details	Enter 'Yes' or 'No'
1. My organisation promotes and supports the council's vision, values and objectives as set out in the Corporate Plan (https://www.brighton-hove.gov.uk/content/council-and-democracy/about-your-council). I am able to provide details to evidence this at Stage 2 of the application process.	
2. I confirm that my organisation has a detailed business plan demonstrating financial and organisational resilience which can be made available to the council if this application proceeds to the next stage.	
3. I confirm that sufficient experience is available within my organisation to adequately manage the premises for the term of the transfer and to meet all usual statutory requirements associated with property management. I will be able to supply further details to evidence this if the application proceeds.	
4. My organisation would be willing to explore a joint arrangement with another applicant for this asset and agree for this application to be shared with the other party	

Signed on behalf of the Third Sector Organisation:

Print name and position in the organisation:

Date of application:

On completion please return this form and any supporting information to the council's Estates Team at commandagriproperty@brighton-hove.gov.uk.

On receipt of this Expression of Interest for Community Asset Transfer the council will review your request and may come back to you for more information if this is necessary to fully consider your application.

On receipt of the application and all required supporting information, the council will aim to advise you of its initial decision within a period of fifteen working days.

If your Expression of Interest is rejected at this stage you will be provided with details of why it has not succeeded.

If your expression of Interest is approved at this stage you will be invited to proceed with the full application.

APPENDIX B: FULL COMMUNITY ASSET TRANSFER (CAT) APPLICATION FORM (STAGE 2)

This form should only be completed by Third Sector Organisations who have been notified of a successful Expression of Interest application under Brighton & Hove City Council's CAT Policy

Section A: Initial Eligibility Test

Initial Requirements	
Please confirm that you have read the council's Community Asset Transfer Policy and that you have previously submitted a successful Expression of Interest (EoI) application.	
Please confirm that the details submitted on your original EoI application are unchanged. If any amendments have been made please ensure that any differences are clearly identified in the sections below.	
Please provide the date that your original EoI application was approved.	

Section B: Contact Details

Your Organisation & Contact Details	
Name of third sector organisation	
Contact address	
Your name	
Your position in the organisation	
Contact telephone number	
Contact e-mail address	

Section C: Your Transfer Request

Please be as detailed as you can to enable the council to fully understand your application and requirements. Refer to **Section 4.0** of the CAT Policy for details of available options.

Details of the proposed transfer	
Name of the building or land asset to be transferred	
Full address of the building or land asset to be transferred	

Section D: Your Offer

Please provide a clear description of the services, activities or facilities that will be delivered through the proposed Community Asset Transfer. Please indicate the intended geographical extent of your service offer and your intended service users. (max 500 words)

Section E: Intended Use of the Building

Please provide a clear description of how you intend to use the building and ensure that it is fully utilised and operated in the most environmentally sustainable way. Include details of how you intend using the asset to raise income or increase social enterprise. (max 500 words)

Section F: Service Demand

Please demonstrate that there is a need and demand for the activities being proposed and that your proposals do not duplicate existing facilities in the community. (max 500 words)

Section G: Transfer Requirements

Please detail here any specific lease requirements you will require in order for the CAT to succeed. This should include details of the minimum lease lengths required. (max 500 words)

Section H: Delivering Social Value

Please provide details of how your service offer resulting from a successful CAT application will promote social, economic or environmental well-being and support the council's aims and objectives as detailed in the Corporate Plan – web link below. (max 500 words)

<https://www.brighton-hove.gov.uk/content/council-and-democracy/about-your-council>

Section I: Monitoring of Benefits

Please describe your proposed timescales for achieving social value outcomes described above and how you will monitor these. Please confirm that you will provide an annual report to the council describing progress against the timescales and the impact of the social value. (max 500 words)

Section J: Your Experience

Please describe your organisations skills, knowledge and experience in providing the intended service and in managing a similar property. (max 500 words)

Section K: Risk Mitigation

Please describe how your organisation intends to mitigate the risks identified in **Appendix C** of the CAT Policy. (max 500 words)

Section L: Additional Details

Note that entering 'No' against any of these statements may mean that your application will be rejected at this stage.

Additional Details	Enter 'Yes' or 'No'
I have attached a copy of our business plan that covers at least the period of our intended lease or the first five years whichever falls sooner.	
I have attached a copy of the latest accounts for my organisation.	
I have attached a copy of my organisations governance and legal structures.	

Signed on behalf of the Third Sector Organisation:

Print name and position in the organisation:

Date of application:

On completion please return this form and any supporting information to the council's Estates Team at commandagriproperty@brighton-hove.gov.uk.

On receipt of this application for Community Asset Transfer the council will review your request and may come back to you for more information if this is necessary to fully consider your application.

On receipt of the application and all required supporting information, the council will aim to advise you of its decision within a period of fifteen working days.

APPENDIX C: RISK ASSESSMENT

Community Asset Transfer applicants and the council should be aware of the risks that can be associated with a transfer, the most common of which are summarised below. Third sector organisations are required to identify risks specific to the proposed transfer and to explain how they intend to reduce or remove these as part of the application process (see **Section 5.0** of the CAT Policy).

Identified Risk	Possible Mitigating Actions
1 The organisation does not have the capacity or skills to take over and manage the asset.	Organisation to carry out a skills gap analysis to identify where capacity needs to be built internally or bought in.
2 The organisation does not have the resources to adequately maintain and run the asset.	Council to provide details of current running costs and condition. Organisation to confirm how they will meet statutory and property management obligations.
3 The organisation does not have the financial backing to pay a market rent for the premises.	The organisation will provide the council with details of added social value they intend to create through the transfer that will mitigate a reduced rental income. This will be assessed by the council during the CAT application stage.
4 The organisation does not meet the added social value requirements of the transfer.	Anticipated benefits to be documented prior to the start of the transfer process and monitored and regularly reviewed by both parties.
5 Confusion of roles and responsibilities between the organisation and the council.	Roles & responsibilities are detailed in the transfer agreement.
6 The organisation misuses the asset, under-utilises the asset or allows it to fall into disrepair.	Transfer agreement will allow the council to review use of the building with a remedy to transfer the asset back where considered necessary.
7 The organisation becomes insolvent or ceases to operate.	The council will transfer back the asset under the transfer terms.

APPENDIX D: SUSTAINABILITY CHECKLIST

Applicants for community asset transfer are advised to refer to this checklist when responding to Section E of the Full CAT Application Form.

Area	
Waste	
Reduce	✓ Purchase products with minimal packaging
Reuse	<ul style="list-style-type: none"> ✓ Reuse materials within premises as much as possible ✓ Where useful materials and resources are no longer needed give to charity or through local online reuse sites such as Freegle and Gumtree.
Recycle	<ul style="list-style-type: none"> ✓ Sufficient provision of waste recycling facilities ✓ Adequate disposal bins are provided that are clearly labelled for separating different materials ✓ Ensure recycling stations are clearly signposted so they are easy to find for all building users ✓ Reduce the availability of general waste bins
Energy	
Lights	<ul style="list-style-type: none"> ✓ Ensure there are 'Switch off' signs next to all lights switches and reminder to switch off posters at main points of exit to the building ✓ Ensure low energy lights bulbs or LED lighting is used throughout building ✓ Avoid purchasing desk lamps ✓ Reduce the need to have lights on by not obstructing daylight from entering the building by not covering up windows.
Electrical items	<ul style="list-style-type: none"> ✓ Avoid purchasing unnecessary items unless absolutely necessary ✓ Check energy rating of items before purchasing ✓ Avoid using electrical fans – open windows and doors instead ✓ When boiling kettles only boil as much as you need and clearly sign kitchens so that energy efficient behaviour is encouraged by all users ✓ Ensure air conditioning units are operating efficiently ✓ Turn off appliances, printers, PCs, etc... when not in use
Heating	<ul style="list-style-type: none"> ✓ Avoid using energy intensive electrical heaters ✓ Keep doors and windows closed to avoid losing heat ✓ Install draught excluders and ensure the building is properly insulated
Renewables	<ul style="list-style-type: none"> ✓ Talk to your local community energy cooperative about installing solar PV or other renewable energy technologies to benefit from lower energy buildings and reducing your carbon emissions

Water	
Water saving	<ul style="list-style-type: none">✓ Ensure dripping taps are fixed✓ Ensure there are switch off signs or stickers by all sinks & taps✓ Install water saving devices✓ Install dual flush valves in all toilet✓ Limit users to only 5 min showers✓ Install water efficient toilets, showers and taps when installing new✓ Install rainwater harvesting system to capture rainwater for reuse within or outside of the building
Nature & Biodiversity	
Habitat creation	<ul style="list-style-type: none">✓ Where there is outside space, grow plants that encourage nature and wildlife such as butterfly and bee friendly plants✓ Grow indoor plants to improve air quality inside the building✓ Consider installing a green roofs or living walls where possible✓ Install bird/bat boxes onto the building✓ Choosing planting that isn't too water intensive✓ Design
Landscaping and planting	
Travel & access	
Facilities	<ul style="list-style-type: none">✓ Ensure there are adequate and safe cycle parking facilities provided
Access	<ul style="list-style-type: none">✓ Replace outside paving with permeable surfaces for encouraging good rainwater drainage and to reduce the risk of flooding both externally and inside the building.✓ Ensure there is good wheelchair access into and within the building, with consideration of ramps, stairlifts and self opening doors where needed.

Subject:	Royal Pavilion and Museums Trust Arrangements		
Date of Meeting:	25 January 2018		
Report of:	Executive Director Economy, Environment & Culture		
Contact Officer:	Name:	Val Birchall	Tel: 01273 292571
	Email:	val.birchall@brighton-hove.gov.uk	
Wards affected:	All		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 The purpose of this report is to seek approval for the steps necessary to transfer the Royal Pavilion and Museums from the City Council to a charitable entity. This charitable entity ("the Trust") would have the responsibility of managing the Royal Pavilion and Museums, the Brighton Dome & Brighton Festival and the Music and Arts Service.
- 1.2 There has long been an ambition to create a single cultural Trust that brings together RPM and Brighton Dome & Brighton Festival, with different options to achieve this aim explored over an extended period of years. In January 2017, Policy, Resources & Growth Committee gave approval to develop the necessary legal, commercial and governance arrangements for a two stage solution which entailed establishing a new Trust to manage the services for an initial period, before merging this new Trust with the existing Brighton Dome & Festival Ltd (BDFL).
- 1.3 The move to a single cultural trust is more relevant than ever in the light of sustained financial pressures experienced by local authorities over many years through reducing government grant support and ever growing social care pressures. The trust presents a viable long-term business model that will secure provision of the RPM and museums for the future, which can take full advantage of charitable giving, tax and rate relief benefits, is able to run with lower corporate and central overheads, and can access a range of fundraising and commercial development opportunities.
- 1.4 Through the development of the detailed Heads of Terms for the project it has become clear that progressing straight to a single Trust presents an opportunity to move quicker and reduce duplication. The recommended way of meeting the original objective is therefore to move straight to a single entity, rather than go through a two stage process, in order to give the best opportunity for success in establishing the ongoing resilience and sustainability of the Royal Pavilion & Museums. On 11th January 2018, Tourism, Development & Culture Committee agreed to recommend to Policy Resources & Growth Committee to move to a single trust in one stage rather than two stages, revised a implementation date of 01st July 2018 to allow for further

engagement with staff and unions.

- 1.5 A contractual arrangement, rather than the grant (as foreseen at the time of the previous report), has been identified as more appropriate for articulating the relationship between the Council and the Trust, since it enables the service to be specified with appropriate professional standards, and is also more VAT efficient.
- 1.6 This report informs the Committee of the work that has taken place between council officers, the Shadow Board for the Trust and the BDFL Board and executive, to progress the development of the Heads of Terms of all aspects of the transfer including the leases of property, the loan of the collections, the staff transfer (TUPE) and the transfer of business undertakings. It seeks approval for the principal terms of the transactions, as set out in the appendices, and delegation of authority to conclude detailed negotiations with BDFL.

2. RECOMMENDATIONS:

That the Policy Resources and Growth Committee:

- 2.1 Notes the report and associated information.
- 2.2 Agrees the proposal to move the management of the service to a single cultural trust in one stage rather than two stages, with a transfer date of 1st July 2018;
- 2.3 Agrees the proposal to proceed by way of a contract for services with BDFL, rather than a grant;
- 2.4 Approves the principal terms of the transaction as set out in Appendix 1 and Appendix 3 and notes the indicative (draft) heads of terms in Appendices 1a and 1b;
- 2.5 Approves the policies set out in Appendix 2 which establish the basis on which the charity will manage the museum collection, and notes that the remaining policies currently in the process of being updated will be considered for adoption by the Tourism, Development & Culture Committee on 8 March 2018, and that the BDFL Board will be required to adopt them under the terms of the service contract;
- 2.6 Agrees a service fee to be paid to BDFL in accordance with the terms of the service contract. In 2018/19, this will be a proportion of the planned resources of £1.181m (subject to negotiation to take account of the phasing of the budget over the year). In 2019/20 the fee will be £1.119m and in 2020/21, the fee will be £1.065m;
- 2.7 Notes the intention to award a conditional grant from Modernisation Funding to support BDFL with start-up costs following approval of a business case by the Corporate Modernisation Delivery Board.
- 2.8 Delegates authority to the Monitoring Officer, in liaison with the Executive Director for Economy, Environment & Culture, to consult with the Charity

Commission and amend the governing documents of Preston Manor, as set out in 3.11 below;

- 2.9 Authorises the Executive Director for Economy, Environment & Culture, after consultation with the Monitoring Officer and the Section 151 Officer to finalise negotiations with the Trust, and take all steps necessary or incidental to the implementation of the proposals, including determining the final contract fee and maintenance contribution for 2018/19, authorising any grant required as described at 2.1.7 above, and seeking the consent of the Secretary of State (if necessary) in relation to the leases; and
- 2.10 Authorises the Monitoring Officer to prepare and execute any documents or agreements necessary to give effect to the proposals.

3. BACKGROUND INFORMATION

- 3.1 The Royal Pavilion & Museums comprises 5 museums, including nationally and internationally significant collections, and associated activities. It is an Arts Council England “Major Partner Museum” and also leads museum development services for South East England.
- 3.2 This project is part of the council's Modernisation programme, which has examined how to safeguard the future of the Royal Pavilion & Museums service in the changing operational context and challenging financial environment of reduced council budgets and growing social care cost pressures. The work has looked at alternatives to the City Council directly managing the service in order to achieve a sustainable future, to enable all the sites and the services within the RPM to continue to deliver on the priorities for the city and to maintain and build on the success of the Royal Pavilion & Museums as a nationally significant museum service.
- 3.3 Commitment to and investment in the long term future of the Royal Pavilion & Museums will help to safeguard the critical role that arts and culture (including heritage) play in the future success of the city. Arts and culture contribute to the health and well-being of the city, help to build diverse communities and improve our quality of life. Great art and culture can inspire learning for people of all ages, boost our local economy and enhance our national and international reputation – adding vibrancy to our city and contributing to economic growth.
- 3.4 Members have supported the aim of creating a single charitable entity (Trust) to manage the Royal Pavilion Estate (RPE) including those assets and programmes currently managed by Brighton Dome & Festival Ltd. Creating a single Trust to manage the delivery of activity would enable the Royal Pavilion, Brighton Dome & Royal Pavilion Garden, the museums and Brighton Festival to be programmed, promoted and operated as one, providing greater potential for fundraised and commercial income and resulting in cost efficiencies. A more coherent heritage and contemporary art offer for residents and visitors would lead to service improvement and a greater impact on individuals and communities.
- 3.5 There are anticipated benefits to the City of a new charitable Trust. The proposed charitable Trust will be committed to enriching and changing lives of

residents and visitors through arts, heritage and culture. It will have a vital role in creating Brighton and Hove's sense of place, building on its radical past to create an innovative future. It will focus on ensuring that its services maximise the collective potential of its cultural portfolio and through its partnerships it will support the delivery of the city's priorities.

- 3.6 The proposed Trust arrangement will help to ensure a sustainable level of building maintenance to the portfolio of historic buildings through the Trust's ability to generate funding to support the council's core maintenance budget contribution.
- 3.7 A key aim of moving the Royal Pavilion & Museums to Trust status is to develop a sustainable funding model for the museum portfolio at a time when local government funding is reducing. The report to January 2017 Policy, Resources & Growth Committee outlined that some of the possible benefits of establishing a charitable operation as:
 - Ability of the organisation to focus on its core business and customers;
 - An accountable independent entity having greater ability to respond more quickly to market trends and opportunities;
 - Public recognition and confidence which can assist with fundraising;
 - Business benefits including gift aid on admissions; business rate relief and cultural exemption on business income;
 - Ability to operate on longer term financial and planning time frames which fits with the core nature of museums;
 - Clearer brand profiling, helping with marketing and fundraising;
 - Greater freedom to be enterprising and generate new income streams;
 - Systems and processes aligned to the key purpose of museums;
 - The ability to build up and recycle surpluses into the business to maintain the buildings to an appropriate standard;
 - A nationally recognised museum service (which is not supportable within current Council budgetary controls);
 - Being able to market-test support service contracts to get the best deal for this type of business;
 - Having the freedom to be more innovative, particularly around digital development and ICT systems, to align these better with museums' needs, rather than to meet multiple council requirements and constraints.
- 3.8 As well as overseeing the operation and management of the whole of the city's museums portfolio, the new Trust will also facilitate the aim of reunification of the Royal Pavilion Estate to:
 - Conserve the Royal Pavilion Estate's Grade I and II listed buildings for the future; reconnect the historic buildings and landscape to create a coherent Royal Pavilion Estate;
 - Develop and greatly enhance people's understanding and appreciation of the Royal Pavilion Estate and its historic significance; enable more people to learn about and enjoy the historic royal estate through new approaches to creative and artistic programming;

- Ensure the future sustainability and resilience of both the Royal Pavilion & Museums and Brighton Dome & Festival Limited.

The first phase of this work at the Corn Exchange and Studio Theatre commenced on site in February 2017 and Phase 2 funding applications are now being submitted.

- 3.9 Work was commissioned in 2016 to explore the options for future management of the RPM. The report provided by PwC recommended moving the service to a charitable third party operator, as this model offers the best opportunities to address the planned budget reductions by enabling increased income to be generated from charitable and private sources, and taking advantage of the benefits of Gift Aid, together with savings from business rate relief. It recommended that the council establish a new charity for this purpose as part of its modernisation programme.
- 3.10 Based on this advice, a report was taken to Policy, Resources & Growth Committee on 19 January 2017 recommending a two stage approach to achieving the objective of the proposed new Trust. The Committee agreed to establish a new Trust into which the RPM (including the museums outside the RPE) would transfer on 1st April 2018, with the explicit intention of merging this charity with BDFL (subject to Trustees' approval) within four years. A further report was required to be brought to Committee in January 2018 to approve the Heads of Terms of the transfer and the terms of a grant to the new body.
- 3.11 Since January 2017, work has progressed well to establish the new Trust. This has included appointing a Shadow Board, drafting Heads of Terms for a service contract, collections agreement and leases for property, and doing the groundwork for TUPE transfer, as well as scoping the IT and property maintenance issues, and developing a financial plan and draft constitution for the new entity.
- 3.12 Tourism, Development & Culture Committee met on 11 January 2018 and reviewed progress. The Committee agreed to go to a single trust with Brighton Dome and Brighton Festival in one stage rather than two stages, but with a revised implementation date of 1 July 2018 to allow for further meaningful engagement with staff and Trade Unions.
- 3.13 The council was appointed as the sole corporate trustee of the Booth Museum and Stanford Museum and Public Park (Preston Manor). The council will remain corporate trustee after the proposed transfer but will grant leases of the buildings and use of the collections to the Trust. The council must continue to ensure it acts exclusively in the best interests of Booth Museum and Preston Manor and avoids any conflict of interest. The governing documents will need minor amendment to reflect the new governance arrangements.

Moving directly to a single Cultural Trust for the City

- 3.14 In January 2017, Policy, Resources & Growth (PR&G) committee gave approval to establish a new charitable Trust to manage the Royal Pavilion & Museums (RPM) from April 2018, with the intention of merging it with Brighton Dome & Brighton Festival (BDFL) within four years.

- 3.15 It has since become apparent that it would be both possible and preferable to move directly to a single cultural Trust for the city that brings together both the RPM and BDFL through awarding a contract to BDFL (which will change its name, update its objects and enhance its Board), instead of first establishing a new charitable Trust and then the merger taking place at a later date.
- 3.16 In preparing for the new Trust, officers reviewed the risks and concluded that the proposed two stage process would increase disruption for staff, result in the duplication of some costs and impact upon the resilience of the new entity. Moving directly to a single cultural Trust for the city would allow the long term vision to be achieved more quickly, create greater resilience, and limit the operational impact of having a second major transfer in a few years' time, as well as accelerating the full financial and service benefits of bringing together the RPM and BDFL.
- 3.17 Officers have also been working with the Shadow Board to establish the nature of the funding arrangement and explored whether a contract rather than a grant would be beneficial both financially and in terms of protecting the council's assets and quality of services. The initial assumption was that a 25 year grant would be provided to the new Trust. However, through a contractual arrangement the council would be able to more clearly set out its requirements for managing the assets and collections, as well as specifying the expectations in terms of service quality to ensure the effective management of the whole museum portfolio. In addition, it has become clear that the VAT implications of a grant are likely to be financially disadvantageous to the new Trust in comparison with a contract.
- 3.18 In September 2017, officers sought Leading Counsel's advice in relation to awarding a contract rather than a grant, and the associated risks of doing so. The question of whether it is possible to award a contract directly to Brighton Dome & Festival, thereby accelerating progress towards the agreed outcome of a single operation was also revisited. Advice was therefore sought on the implications of the council entering into a contract (rather than a grant) with a new trust (the first step in the two stage process) or moving directly to a single Trust that encompasses both RPM and BDFL, through the award of a contract directly to BDFL.
- 3.19 The Leading Counsel's advice confirmed that there is a legal argument which would allow the council to award a contract to BDFL without conducting a procurement. This argument is known as the "exclusive rights derogation". BDFL has a long term land interest in the Dome (an exclusive right) so is the only party able to deliver all the cultural services which encompass both the Royal Pavilion and Museums and the Brighton Dome and Brighton Festival, their assets, and collections.
- 3.20 A single stage process has the benefits of achieving the long term aim of a single entity by July 2018, whereas a two stage process would not achieve this for several years. A single entity on the Royal Pavilion Estate will have the advantages of joined-up services and joined-up programming, helping to raise the profile of the museums service further both nationally and internationally, creating a world class destination for the city. A single entity will also benefit from greater business efficiencies across management and support services.

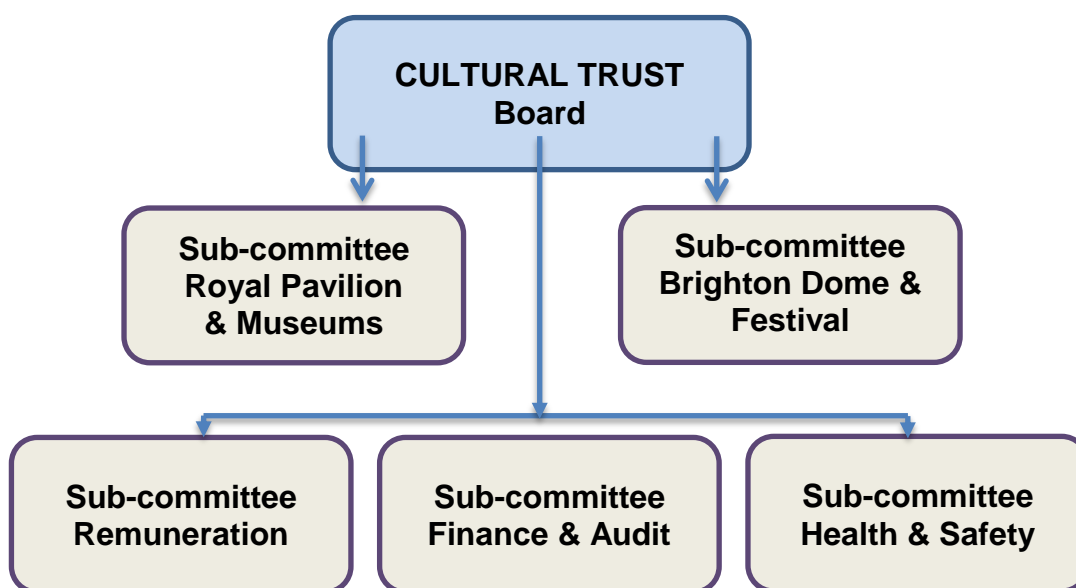
- 3.21 Moving straight to a single entity will also minimise the costs and disruption that come with such a transfer. In a single stage process, legal fees would be minimised, staff would only TUPE once, contracts will only need to be novated once, and the RPM would be moving into an organisation which already has an infrastructure in place. BDFL has also shown it is capable of taking on a new service from the council (albeit a smaller one), with the Music & Arts service transferring to BDFL in July 2017.

Given all the reasons which have emerged in favour of awarding a service contract rather than a grant, together with the benefits of reunifying the Royal Pavilion Estate, whilst also establishing a single cultural Trust with the aim of safeguarding the future of arts, culture and heritage for the City, officers recommend that the council moves straight to a single cultural Trust for the city that incorporates both RPM and BDFL. This approach is also supported by Arts Council England, which is the major funding partner for both RPM and BDFL.

- 3.22 Discussions with staff have been taking place concerning the move to a Trust. These have included monthly staff reference groups since June, as well as opportunities for staff to input and have queries answered via FAQs and an online survey. Since the change of approach to a single step process has been considered, there have been briefings with staff in November, December and January, including an all-staff session with the Shadow Board. Members of staff have raised a number of concerns about the transfer to the new organisation. This has included a petition from staff. Staff and Trade Union engagement will be significantly increased to take account of these anxieties. This will include staff talking directly to the BDFL management prior to transfer which will help to assuage their concerns. Staff will also be encouraged in the run up to transfer, to lead on aspects of the mobilisation. The programme of staff engagement to date, and the plan for future engagement are provided in the appendices to this report.

Ensuring effective governance of the new Cultural Trust

- 3.23 Robust governance arrangements for the new charitable Trust will be key to ensuring that it is able to operate effectively and deliver the aspirations for the city, whilst also protecting the interests of the council. The aim would be to use the current corporate entity of the Brighton Dome and Festival Ltd, but change its purpose, its name, its Board, and its structure, to create a new organisation which is fit for the purpose of managing a high profile and well-respected museums service, alongside Brighton Dome, Brighton Festival and the Music and Arts Service.
- 3.24 The Board will initially have two new sub-committees, in addition to its existing Finance & Audit, Remuneration and Health & Safety Committees. One will have a focus on the Royal Pavilion & Museums, and will include the current members of the Shadow Board. The other will focus on the Dome, the Festival and Music and Arts service. Both parts of the Trust will retain their identities, and will share central support services.
- 3.25 Representatives of the staff at BDFL observe meetings of the Board. Post transfer, this will include staff at RPM.

Proposed governance structure:

- 3.27 The Shadow Board has been appointed to ensure the appropriate range of expertise and experience for the effective future management of the RPM. Members of the Shadow Board not currently on the Board of BDFL will join the new Board and form the new sub-committee for the RPM. It will give consideration to strengthening its membership in terms of diversity, and its expertise in museums and the management of heritage buildings.
- 3.28 The new Trust Board will have elected member representation, to be agreed annually at Full Council. The Council-nominated trustees will not exceed 19% of the total number of trustees of the charity, to avoid issues of control. It is currently anticipated that there will be cross-party representation through 3 elected member seats on the new Trust Board.
- 3.29 The Shadow Board has played a key role in working with officers to develop the necessary legal and commercial agreements required to establish the new Trust. Officers have been undertaking the due diligence necessary to ensure that the newly established Trust is legally robust, appropriately financed, and appropriately staffed.

Ensuring effective management of the Royal Pavilion, Museums, its buildings, assets and collections

- 3.30 Council Officers have been working with the Shadow Board to develop the Heads of Terms of the agreements between the new Trust and the council. Together these agreements will aim to ensure that the assets, collections and services are effectively managed with appropriate oversight of the council whilst allowing the new Trust the freedoms associated with independence.

- 3.31 The terms on which the Trust will manage, maintain and operate the Royal Pavilion and Museums are currently being negotiated and the indicative Heads of Terms are set out in the appendices. Appendix 1 sets out the key terms which the council is not prepared to negotiate. It is likely that there will also need to be a business transfer agreement and an ICT agreement to set out the terms on which the council will provide ICT services to the trust for a period following the commencement date.

ICT

- 3.32 The transfer of ICT for the Trust will be implemented in two phases. Initially the Trust will purchase IT services via BHCC Schools and Traded Services, which will enable the RPM to function 'as is' from the transfer date. This will provide added levels of business assurance to ICT support arrangements whilst providing greater flexibility in the delivery of email and internet services. The second phase will be to move onto the ICT infrastructure of BDFL, and solutions for this are being developed. It is envisaged this could take six to twelve months. Implications for the Council will require approval of the council's Change Advisory Board (CAB), to ensure that they meet the ICT standards and operating principles, including legal and regulatory requirements.

Staff

- 3.33 The knowledge and professional expertise of RPM's staff is vital to the running of the service, and staff numbers and experience are assessed as part of the accreditation process.
- 3.32 Under employment legislation (TUPE), existing staff will transfer to the Trust on their existing terms and conditions of employment and their continuity of service will be preserved. Staff transferring will retain access to the Local Government Pension Scheme.
- 3.34 Both staff and trade unions will be fully informed and engaged regarding the proposal to transfer the service, in line with best practice and legal requirements for a TUPE transfer. Information sharing will be undertaken with affected staff and trade unions, once final approval is given by Policy, Resources & Growth Committee. Both the Shadow Board and the Brighton Dome & Festival Board and executive have agreed to recognise the existing trade unions as part of the new Trust arrangements.
- 3.35 In order to help the trust establish itself and minimise the contractual cost to the council, rather than require a bond from the Trust, the City Council will act as guarantor for the new Trust to enable them to gain admitted body status within the Local Government Pension scheme. Approval to act as guarantor has been granted by the pension scheme administrator (East Sussex County Council). Note that the City Council retains any existing pension deficit in relation to transferred staff (as at the point of transfer) within its scheme in accordance with LGPS regulations.

Financial Model

- 3.36 Council officers have been working with the Shadow Board and officers from Brighton Dome and Brighton Festival to undertake due diligence on the financial model. The proposal is to provide a 25 year funding agreement with a fee agreed each year (after the initial period referred to at 7.3 below) following the City Council's approval of the Trust's business plan.
- 3.37 The Integrated Service & Financial Plan reported to Policy, Resources & Growth Committee in December 2017 included savings totalling £0.392m from 2017/18 to 2019/20 for the Royal Pavilion & Museums budget. As previously approved by Policy Resources & Growth Committee, these savings will be deferred until the 2021/22 financial year to enable viable operation of the Trust.
- 3.38 In accordance with the report to Policy, Resources & Growth Committee, the funding for planned maintenance is being set at a level that will contribute towards the ongoing maintenance requirements of the Royal Pavilion & Museums. Although the planned maintenance annual allocation has usually been in the region of £0.400m, the council has spent an average of £0.594m and this figure, with inflation added each year, has therefore been used in projections to provide accurate comparisons. A building condition survey undertaken in 2015 identified an external planned maintenance essential prioritised need of around £1m spend per annum. This base figure has increased since, however, a benefit of the Trust is that it is assumed that it will have the ability to fundraise for specific capital projects to support the core maintenance budget contribution
- 3.39 Officers from the City Council and BDFL, alongside the Shadow Board, are working together to develop a zero-based budgeting approach to the service budget, and conduct due diligence. This work will continue, with the expectation that a balanced budget will be developed and presented to the City Council prior to the start of the service contract.
- 3.40 As is common for non-local authority bodies, it is anticipated that there will be a significant increase in the employer's pension contribution rate for those staff that will transfer to the Trust and remain in the Local Government Pension Scheme. This is often difficult to comprehend given that the accrued and projected pension benefits and liabilities for this group of staff will not change on transfer and would be the same for both employers. There are many factors that result in a higher employer contribution rate for admitted bodies, the most significant being:
- i) Local Authorities are protected by 'stability mechanisms' in relation to employer contribution rates. This avoids large swings/increases in rates that could destabilise essential public services. These protections are not available to other admitted bodies who must pay the full contribution rate determined by the fund's actuary.
 - ii) The group of staff transferring have different characteristics to the overall council pension pool. Generally, the average age is higher and length of service longer for the transferring group, resulting in a higher employer contribution rate.

- iii) The admitted body scheme will effectively be a 'closed scheme' available only to staff who transfer with Local Government Pension Scheme rights. Such schemes generally have higher contributions rates than open schemes (i.e. Local Authority schemes).

- 3.41 Over a long period of time, the council and the Trust (admitted body) would therefore contribute similar sums to the pension fund in respect of these staff, however, in the shorter term and for the reasons stated above, the higher employer contribution rate will cause cash flow pressure for the Trust during the early years of business start-up. Similarly, there will be other set-up costs and business start-up costs impacting on cash flows during the early years of operations.
- 3.42 The business plan for the new service will therefore need to recognise the impact of set-up costs and other business startup factors, including pension costs, particularly during the early years of operation. Council officers are currently working with representatives of BDFL to review the risks, actuarial assessment and funding arrangements. The outcome of negotiations and due diligence, including appropriate provision of Modernisation Funding to ensure the success of the arrangements during the early years of operation (business start-up), will be subject to approval of the final business case by the Corporate Modernisation Delivery Board.

Next Steps and Timetable

- 3.43 Further to discussion and agreement by the Tourism, Development and Culture Committee on 11 January 2018, the current timetable seeks to establish the new Trust by 1st July 2018 to ensure that there is sufficient time to undertake full and proper information sharing and engagement with staff and trade unions on the transfer in accordance with council procedures.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 An options appraisal considering the governance model for the new Trust has been undertaken by officers, with the involvement of the Shadow Board of the proposed Trust and senior officers of the Brighton Dome & Festival and resulted in the recommended route.
- 4.2 Previous reports to Policy, Resources & Growth Committee have described the options which were considered in relation to the decision to transfer the RPM into a charitable entity. These options have included:
- Remaining with the council. Keeping the service with the council could put museums at risk of having to reduce what they offer or closing through lack of funds.
 - A management contract with a third party commercial organisation. This was thought the least financially sustainable of the options considered because, unlike Trust status, there would be no tax benefits and the council would have to pay a management fee to the contractor.
 - Creating a 'mutual', Community Interest Company, or other form of social enterprise. This option has high risks because it is not a tested model for

museums like Brighton & Hove's which have internationally recognised collections and operate on long timeframes. As a mutual, an organisation may only be awarded a contract for three years and does not attract taxable benefits.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 Discussions have taken place throughout 2017 with the Shadow Board which has been established to set up the new Trust, and with the Brighton Dome & Festival Board, as well as key stakeholders including Arts Council England and Heritage Lottery Fund, staff and trade unions.
- 5.2 BDFL has agreed in principle (at its Board meeting on 12th December 2017) to the transfer subject to negotiation of the terms, and to changing its charitable objects and Board membership, in order to become fit for purpose. This includes extending its Board to include the current members of the Shadow Board set up for the new Trust, and recruiting further museums and heritage experience. It has also agreed to change its name, to reflect its new purpose of delivering the RPM services alongside management of Brighton Dome and Brighton Festival. The BDFL management has agreed to recognise the GMB and Unison trade unions.
- 5.3 Meetings have been held with relevant trade unions. Staff and trade unions will continue to be engaged using the Council's agreed processes in relation to TUPE transfer. It is acknowledged that further information sharing and engagement with staff is required and this will be a key focus for the period prior to transfer, as recommended by Tourism Development & Culture Committee on 11th January 2018. A timetable for staff engagement is attached at Appendix 4 to this report.
- 5.4 Arts Council England (the national funding body for arts and museums) has been consulted fully. Arts Council England is a funder of both the RPM and the Brighton Dome & Festival, and has encouraged the creation of a charitable model for the RPM. It has indicated support for the single step approach.
- 5.5 Officers are engaged in contracting other stakeholders, including those who have funded, donated or bequeathed items in the collection.

6. CONCLUSION

- 6.1 Arts and culture contribute to the health and well-being of the city, help to build diverse communities and improve our quality of life. Great art and culture can inspire learning, boost our local economy and enhance our national and international reputation – bringing vibrancy to our city and contributing to economic growth.
- 6.2 Commitment to and investment in the long term future of the Royal Pavilion & Museums will help to safeguard the critical role that arts and culture plays in the future success of the city. Recent research undertaken by Arts Council England¹ has identified that for every £1.00 of GVA generated by the arts and culture industry, an additional £1.30 of GVA is generated in the wider economy

¹ <http://www.artscouncil.org.uk/economic-contribution>

through wider indirect and induced multiplier impacts of the industry. This research has also identified that for every job supported by the arts and culture industry, an estimated additional 1.77 jobs are supported in the wider economyⁱ.

- 6.3 Establishing a single new cultural Trust for the city will safeguard the Council's heritage assets, buildings and museum collections and provides opportunities for further development of services across both the Royal Pavilion Estate and the whole museum portfolio for the benefit of residents and visitors.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The financial modelling undertaken by external consultants that informed the recommendations to the January 2017 report have been updated to establish a financial business case for the Trust and a required service fee for the provision of services. The most significant changes to the financial modelling compared to that previously reported include an increase in the required employer pension contribution rate on transfer, changes to pay and inflation assumptions, and updated income projections. Council officers will continue to work with the Shadow Board and officers from BDFL to undertake due diligence of the financial model to develop a balance budget for the Trust within the budget resources available, including identified Modernisation Funding support. Modernisation Funds are approved by Budget Council as part of the General Fund Revenue Budget and are provided to facilitate modernisation of council services and delivery of savings proposals contained within the 4-Year Integrated Service & Financial Plans.
- 7.2 Further work has also been carried out on the VAT implications of moving to Trust status, which has identified that the most tax efficient scenario for the Trust is for the council funding being provided as a contractual arrangement (rather than grant funding).
- 7.3 The annual service fee will be met from a combination of the Royal Pavilion and Museums direct service budget, existing Property & Design maintenance budgets relating to the service, and cost reductions from central support service budgets. All three budget areas have been projected in line with savings and other budget assumptions within the latest budget proposals. The table below gives the annual service fee value based on the latest financial model and identifies the required sources of funding. The funding of the service contract requires temporary contributions from reserves in years one and two of the transfer before operational surpluses are generated over the following three years. This incorporates the planned reduction in the annual service fee and cost reductions on central support services. It is anticipated that there will be a significant reduction in the annual service fee from 2021/22 as the Trust become more financially independent.

	2018/19 (£'000)	2019/20 (£'000)	2020/21 (£'000)	2021/22 (£'000)	2022/23 (£'000)
Annual Budget Requirement:					
Provision of Service	1,181	1,119	1,065	734	691
Maintenance Contribution	686	699	713	727	742
Total Budget Requirement:	1,867	1,818	1,778	1,461	1,433
Funded by BHCC Budgets:					
Direct RPM Service Budget	1,164	1,188	1,212	844	861
P&D Maintenance Budgets	463	472	481	491	502
Cost Reductions in Support Service Budgets	50	50	200	200	200
Contributions from / (to) Reserves:	190	108	-115	-74	-109
Total BHCC Funding	1,867	1,818	1,778	1,461	1,454
Remaining Budget Deficit / (Surplus)	0	0	0	0	-21

- 7.4 Note that the table above reflects a full financial year service fee and budget requirement from 1st April 2018. The actual profile of service fee payable will be subject to negotiation with consideration of the proposed transfer date of 1st July 2018.
- 7.5 As mentioned in the main body of the report, the £0.392m savings identified for the Royal Pavilion and Museums service in the 4 Year Integrated Service & Financial Plans will be deferred until the 2021/22 financial year, at which point the required service fee is expected to reduce. It is anticipated that there will be further reduction in the service fee after 2022/23 and potential for further budget savings as the Trust becomes more financially independent.
- 7.6 It should be noted that, in accordance with the contract, Brighton & Hove City Council will act as funder of last resort should the Trust become insolvent to ensure continuity of the service and meet pension fund obligations. However, the contractual terms of the arrangement, the articles of association of the Trust and the Trust Board's governance structure will ensure that financial management risks are minimised.

Finance Officer Consulted: Steven Bedford

Date: 12/01/18

Legal Implications:

- 7.7 Leading Counsel has advised in relation to the procurement and state aid risks of transferring the Royal Pavilion and Museums to the Trust (in a one stage approach) under a contract for services. The council is required to undertake a procurement in compliance with the European procurement regime and the Public Contracts Regulations 2015 if it is awarding a 'public services contract'. However, this is subject to a limited number of exemptions which are contained in the regulations. Leading Counsel has advised that awarding the contract to

the Trust would meet one of tests in Regulation 32 namely that the service can only be supplied by a particular economic operator for the following reason: “the protection of exclusive rights, including intellectual property rights”. This is known as the ‘exclusive rights derogation’. This condition is satisfied because BDFL is the only party that can deliver all the cultural services in BHCC’s area having regard to BDFL’s long term land interest in the Dome. Leading Counsel’s view is that while there is a potential procurement risk, it is low for the reasons given above.

- 7.8 Leading Counsel has also advised that the proposals did not amount to state aid.
- 7.9 Indicative Heads of Terms are appended to this report and other legal agreements (such as a business transfer agreement and an ICT Agreement) are likely to be required to give effect to the proposals set out in this report. Officers in Legal Services will continue to work closely with other officers to ensure that the terms of all agreements are robust and appropriate to protect the council’s assets.
- 7.10 The council is under an obligation when leasing its buildings to achieve the best consideration reasonably obtainable (s123 Local Government Act 1972). It is expected that the council will have to obtain the Secretary of State’s consent to lease the buildings referred to in the property strategy (Appendix 3) at a peppercorn rent so this will need to be in place prior to the 1 July 2018.

Lawyer Consulted: Alice Rowland

Date: 12 /01 /18

Equalities Implications:

- 7.11 A full equalities impact assessment is not required but equalities issues have been considered during the project, including in trustee appointments, shadow board meetings and communications. The Trust will be required under the service contract to have appropriate equality policies.

Sustainability Implications:

- 7.12 None directly related to this report. The Trust will be expected to conduct its business in line with environmentally sustainable business practice and will be required to develop an Environmental Impact Assessment and Action Plan. The Trust model should ensure that the buildings are better maintained over time, which will contribute to improved sustainability and reduced energy consumption.

Any Other Significant Implications:

None

SUPPORTING DOCUMENTATION

Appendices:

1. Summary of Heads of Terms
 - a. Indicative (draft) Heads of Terms for the Contract
 - b. Indicative (draft) Heads of Terms for the Collection
2. Suite of Collections-related Policies
3. Property Strategy
4. Staff Engagement

Documents in Members' Rooms

None

Background Documents

1. Report to Policy, Resources and Growth Committee (Royal Pavilion & Museums), 19 January 2017.
2. Report to Tourism, Development and Culture committee (Royal Pavilion and Museums Trust Arrangements), 11 January 2018.

APPENDIX ONE

Summary of Heads of Terms

The indicative Heads of Terms are attached at Appendix 1a and 1b and are subject to ongoing negotiation with BDFL.

Resources & Growth committee is asked to approve the following terms in accordance with the recommendations in the report.

Services Contract

The Services Contract will be based on the Council's standard services contract. The following terms will not be subject to negotiation:

- The term will be 25 years
- The fee will be set for the first 3 years
- After 3 years, the fee will be determined annually
- The trust will be required to submit its business plan, including updated financial projections, for approval annually by Council officers
- All the agreements are interdependent so if, for example, a lease is terminated all the other agreements will also be terminated
- The parties will both be able to terminate the contract every 5 years provided they have given the other party one year's notice.
- The council will set the annual fee for the following financial year following Full Council in February. The council will also give an indication of the likely fee for the subsequent two years
- The council will be entitled to terminate the contract in the event that the Trust is in financial distress, is at risk of losing its accredited status or is in material breach of any term of the contract

Collection Agreement

The following terms will not be subject to negotiation:

- The Trust will have to look after the collection with all reasonable skill and care and in a proper diligent, expeditious and professional manner
- The Trust will have to maintain its accredited status with the Arts Council England
- The Trust will have to comply with the policies listed in the report

Appendix 1a

DRAFT HEADS OF TERMS (HOT) FOR THE RPMT SERVICES CONTRACT (“The Agreement”)

TERMS

1. SERVICES

- 1.1 The Trust will manage and operate the Royal Pavilion and Museums in accordance with the Agreement in consideration of the payment of the fee, the licence to use the Collection and the leases and /or licences of the premises (which will be listed in a schedule to the Agreement²).
- 1.2 The Trust will perform the Services (which will be set out in a schedule to the Agreement) in accordance with the Business Plan.

2. TERM

- 2.1 The Agreement will be for a term of 25 years.

3. NO FAULT TERMINATION

- 3.1 The parties will be entitled to terminate the Agreement 5 years after the commencement of the Agreement (the Commencement Date). The Parties will further be entitled to terminate this agreement 10, 15, and 20 years after the Commencement Date provided in each case that the party terminating the Agreement gives one year’s notice to the other party.

4. FEE

- 4.1 The council will pay the fee for the performance of the Services in accordance with a schedule to the Agreement (which shall be updated annually after the first three years).
- 4.2 The fee shall be inclusive of all costs, disbursements, expenses and overheads incurred in the performance of the Services.
- 4.3 The council shall be entitled to inspect the Trust’s accounts on reasonable notice.
- 4.4 The Schedule shall identify a final payment which shall not be paid until the Trust has provided all the information required by the council to enable a smooth transition of services to the onward supplier.

² Booth Museum, Preston Manor, Brighton Museum & Art Gallery, Hove Museum & Art Gallery, Royal Pavilion and Royal Pavilion Garden, William IV Gatehouse and India Gate, Northgate House, Old Court House, Jaipur Gate, 4/5 Pavilion Buildings, off-site store unit B5 and Pavilion Gardens Café. These disposals will be subject to separate Heads of Terms.

5. REVIEW OF FEE

- 5.1 The Council will not review the fee in the first three years after the Commencement Date.
- 5.2 Following the initial period of three years, each year the Council will set the fee for the following financial year (the Annual Fee). The Council will also give an indication of the likely fee for the two years following the year to which the Annual Fee relates (the Indicative Fee). The council will inform the Trust of the Annual Fee and the Indicative Fee following Full Council each February.
- 5.3 The Trust will obtain the council's approval of its Business Plan and updated financial projections (in accordance with clause 7 below) annually by the 31 December, in order to assist the council to determine the Annual Fee and the Indicative Fee.

6. BUSINESS PLAN

- 6.1 The Trust shall prepare a Business Plan which must be updated and approved annually by Council officers.
- 6.2 The Business Plan shall set out detailed proposals and forecasts for the following year including the Trust's proposals for the level of the admission charges. The Business Plan shall set out the ambitions and aims for the Trust for the following three years. The Business Plan shall be substantially in the form set out in a schedule to the Agreement.
- 6.3 The Trust shall produce a draft Business Plan by 1 September and submit it to the council for approval. The council in its complete discretion may approve the draft Business Plan or seek amendments to it.
- 6.4 The parties shall meet regularly to discuss the draft Business Plan. To assist the Trust in preparing its Business Plan the council will tell the Trust whether the recommendation which officers of the council will make to Full Council in relation to the Fee will be in line with the Indicative Fee provided in the preceding February.
- 6.5 If the parties are unable to agree a Business Plan by 31 December, the council shall be entitled to terminate the Agreement.
- 6.6 The parties may by agreement in writing extend the 31 December deadline to agree the Business Plan.

7. THE TRUST'S OBLIGATIONS

- 7.1 The Trust shall exercise all the skill, care and diligence in the discharge of the Services to be expected of an appropriately qualified competent provider of museum services experienced in carrying out services of the relevant, scope and complexity as described in the Agreement.
- 7.2 The Trust shall keep and retain records (for a period to be directed by the council) relating to the Services including a record of the admission charges

collected and shall allow the council to inspect those records on reasonable notice.

- 7.3 The Trust shall work closely with the council in the performance of the Services and ensure the reputation of the council is not damaged by the way in which it provides the Services.
- 7.4 The Trust shall ensure that the personnel engaged in providing the Services are appropriately experienced and qualified and shall allocate sufficient resources as are necessary for the proper performance of the Services.
- 7.5 The Trust shall have and maintain policies on as a minimum equal opportunities, insurance, the protection of children, young people and vulnerable adults.
- 7.6 The Trust shall comply with all applicable laws including but not limited to the Public Contracts Regulations 2015 and the Equality Act 2010.

8. TERMINATION FOR CAUSE

- 8.1 The council shall be entitled to terminate the Agreement if –
 - (a) there is a breach of the Trust's obligations which the Trust fails to rectify within 20 working days following the receipt of notice from the council;
 - (b) the Trust is in material breach of its obligations;
 - (c) the Trust has become insolvent (which shall be defined in the Agreement) or it appears to the council that there is a risk that the Trust will become insolvent or is in financial distress;
 - (d) the Trust loses or there is a risk that it will lose its accredited status with the Arts Council England;
 - (e) there is a risk to the designated status of any part of the Collection;
 - (f) the Trust loses or there is a risk that it will lose its charitable status; or
 - (g) The parties are unable to agree the Business Plan by the 31 December or it appears to the council in its complete discretion that the parties will not be able to agree the Business Plan within a reasonable timeframe.
- 8.2 The Agreement shall also terminate if any of the other related agreements including the leases are terminated.

9. SUB-CONTRACTING AND ASSIGNMENT

- 9.1 The Trust shall not sub contract the performance of the Services without the prior written consent of the council.
- 9.2 The Trust shall not assign the Agreement.

10. GOVERNANCE AND REPORTING

- 10.1 The parties shall both appoint representatives who shall attend review meetings on a quarterly basis. The Trust shall provide the council with a

financial and operational report in the form set out in a schedule at least 5 working days prior to the quarterly review meetings.

- 10.2 The Trust shall promptly and within 5 working days report
- (a) any material financial underperformance against forecast income or funding;
 - (b) any material increase in expenditure; or
 - (c) any matter which may have a material impact on the ability of the Trust to deliver the Services, maintain its designation status for collections, its accreditation or charitable status.
- 10.3 The Parties shall convene an annual stakeholder review meeting and shall invite as a minimum Arts Council England and the Heritage Lottery Fund.

11. PUBLICITY

- 11.1 Any public statement regarding the Agreement will only be made with the prior written agreement of the council.

12. OTHER STANDARD TERMS

- 12.1 The Agreement will be contain the council's standard terms including but not limited to Freedom of Information, Data Protection, Dispute Resolution, TUPE and Pensions and Exit.

DRAFT HEADS OF TERMS (HOT) FOR THE BRIGHTON & HOVE MUSEUMS COLLECTION SCHEDULE (“the Schedule”)³

TERMS

1. COLLECTION

- 1.1 The Collection will include the collections and collections-related information, archives and documents both surrogate and supporting, and including those Born Digital; as detailed in the Accession Registers and on the electronic Collections Management Database.
- 1.2 The Collection will include items which are held by the council under various trusts including the following;
 - a) Booth Museum Trust Collection
 - b) Stanford Museum Trust Collection
 - c) National Toy Museum & Institute of Play Collection
- 1.3 The Collection also includes items held on long term loan under loan agreements with various trusts, organisations and private individuals: A full list shall be appended to the Schedule but notably including the following:
 - a) James Henry Green Charitable Trust
 - b) Royal Pavilion & Museums Foundation (South East Arts Craft Collection)⁴
 - c) Royal Collection Trust

2. GRANT OF LICENCE / RIGHT TO USE THE COLLECTION

- 2.1 The council will grant to the Trust a licence to use the Collection.
- 2.2 The Trust’s rights to use the Collection will be set out in an appendix and will include inter alia the right to display and exhibit items, the right to conserve items, and the right to acquire, dispose of and/or lend items subject to the terms of the Services Contract (the Agreement).
- 2.3 In respect of items;-
 - a) purchased in accordance with terms set down by a donor;
 - b) bequeathed;

³ These HOT are intended to indicate the Council’s current view as to the key provisions of the Agreement. They are not intended to be exhaustive. These terms relating to the collection will be a schedule to the Service Contract.

⁴ The intention is that this collection is transferred to the Council and then loaned as part of the Collection to the Trust. The Council is working with the Foundation to seek Charity Commission approval and liaise with Arts Council England.

- c) loaned; or
 - d) donated on terms to the council,
- the Trust shall comply with those terms as if it were directly bound.

- 2.4 The Trust cannot commit to new purchases, bequests, loans or donations on terms or on conditions beyond the bounds of the Service Contract with the council, without first seeking the authority of the council.

3. OBLIGATIONS OF THE TRUST

- 3.1 The Trust will perform the obligations with all reasonable skill and care; in a proper diligent, expeditious and professional manner and in accordance with the current and succeeding laws, standards, guidelines and codes of ethics which shall be set out in an appendix and shall include the following policies and standards for the museum sector:
- a) Accreditation Standard (Arts Council England, revised 2014)
 - b) Code of Ethics for Museums (Museums Association, revised 2015)
 - c) SPECTRUM 5.0 (Collections Trust, revised 2017) (The Trust will maintain a minimum of eight primary procedures of the full 21 procedures)
 - d) Benchmarks in Collections Care for Museums, Archives and Libraries 2.0. (London: Collections Trust, 2011) (Trust will fulfil 100% of 'Basic' requirements)
- 3.2 The obligations on the Trust will cover inter alia the development, care, management, audit, storage, research, interpretation and use of the Collection.
- 3.3 The Trust shall comply with the following policies and procedures:
- a) RPM Collections Development Policy
 - b) RPM Collection Care & Conservation Policy
 - c) RPM Documentation & Information Policy
 - d) RPM Loans Policy (to be developed for approval)
 - e) RPM Documentation Procedure Manual
 - f) RPM Rights Policy (to be developed for approval)
 - g) RPM Digital Preservation Policy (to be developed for approval)
 - h) RPM Human Remains Policy
 - i) RPM Access Statement
- 3.4 The Trust will need to seek council approval for any amendments to the policies and procedures during the period of the Agreement.
- 3.5 The Trust shall provide the council with such information and access to documents and personnel which it shall reasonably require in order to monitor performance of the Trust's obligations and comply with the requirements of the council's auditors.

- 3.6 The Trust shall ensure that all Trust personnel responsible for performing the Trust's obligations possess the appropriate experience, skills and qualifications.

4. COLLECTIONS CARE & CONDITION

- 4.1 The Trust shall report to the council annually if any item in the Collection is lost, seriously damaged or if there is a serious deterioration in its condition. On identification of a loss or serious damage, the Trust will notify the council's Insurance Section for purposes of insurance cover and amendment of the asset register, and take the council's advice concerning any related communications in the public domain
- 4.2 The Trust will determine its plan for carrying out conservation work to the Collection in accordance with its policies and shall report major conservation activity to the council annually.
- 4.3 If the owner of an item in the Collection is not the council, the Trust shall seek the owner's consent prior to undertaking conservation work on that item.
- 4.4 The Trust shall maintain appropriate environments for storing and caring for the Collection items in accordance with Accreditation Standard and in line with RPM Collections Care & Conservation Policy.

5. COLLECTION INFORMATION

- 5.1 The Trust will research enhance and maintain accurate records about the Collection and Collection-related activities (including information about works which are loaned to the Collection by third parties) in line with the Accreditation Standard and the prevailing RPM Documentation & Information Policy.

6. LOANS

- 6.1 The Trust shall not lend to a third party any items forming part of the Collection otherwise than in accordance with the RPM Loans Policy.
- 6.2 The Trust may not loan items where to do so would be in breach of the terms of the bequest / loan of that item to the council.
- 6.3 The Trust shall report annually in arrears on items which have been loaned to or by a third party. If the Government Indemnity Scheme (GIS) does not apply, the Trust prior to securing a loan either to or by the Trust will consult the council's Insurance Section to ensure that the item can be adequately insured at no extra cost to the council. The Trust shall not proceed with the loan if the item cannot be adequately insured at no extra cost to the council unless it obtains the council's consent
- 6.4 The Trust shall comply with a Communications Protocol which will set out the requirements on the Trust to notify the council in the event that:-
- a) it loans certain items from the Collection;

- b) an item in the Collection is lost or damaged; or
 - c) any other event occurs which will have an impact on the reputation of the council.
- 6.5 The Trust shall inform the council, with a minimum of 3 months' advance notice of any proposed loan of an item in the Collection worth over £2million in value, where the intended location is outside the UK, and/or where the loan will be for longer than 1 year.
- 6.6 Existing third party loans to the Collection will be listed in an appendix.
- 6.7 Any item loaned to the Collection after the commencement of the Agreement shall be entered into by the Trust and the third party and the terms of that loan shall reflect the terms of the Agreement including but not limited to the exit provisions of the Agreement to ensure that the council becomes the beneficiary of that loan in the event that the Agreement is terminated.

7. ACQUISITION

- 7.1 The Trust will develop the Collection in accordance with the RPM Collections Development Policy (RPM CDP).
- 7.2 The Trust shall be entitled to accept a bequest or donation, and /or procure the purchase of items for the Collection in accordance with the RPM CDP.
- 7.3 Any items acquired will belong to the council and will form part of the Collection and be governed by the Agreement.
- 7.4 In the event of the Trust having identified an item which it requires the council to purchase, it shall submit a report to the council confirming that the purchase accords with the prevailing RPM CDP and will benefit the Collection. The council will then take steps to purchase the item. The Trust will transfer the sums necessary for the purchase (if they are not already held by the council as a result of previous disposals) and any associated costs incurred by the council prior to the purchase proceeding.
- 7.5 The Trust shall report annually in arrears on items which have been purchased or donated. Prior to securing any acquisition, the Trust will notify the council's Insurance Section to ensure that the acquisition can be adequately insured at no extra cost to the council. The Trust shall not proceed with the acquisition if the item cannot be adequately insured at no extra cost to the council unless it obtains the council's consent
- 7.6 The council can acquire items or material for the Collection in consultation with the Trust and in accordance with the prevailing RPM CDP.
- 7.7 The Trust cannot acquire any items or materials other than for the Collection.

8. DISPOSAL OF ITEMS FROM THE COLLECTION

- 8.1 The Trust may dispose of Collection items in accordance with the prevailing RPM CDP and the prevailing Museums Association Code of Ethics for Museums.
- 8.2 Funds received from disposals will be paid to the council who will keep those funds in a ring-fenced account.
- 8.3 The Trust may only use funds raised by disposals in accordance with the Code of Ethics and exclusively for the support or development of the existing Collection.
- 8.4 The council may in its complete discretion dispose of any item in the Collection following consideration of the RPM CDP and having consulted with the Trust.
- 8.5 The Trust may not charge or use the Collection or any part of it as security against any loan or other borrowing.
- 8.6 The Trust shall report disposals annually to the council. On agreeing a disposal, the Trust will notify the council's Insurance Section for purposes of insurance cover and removing it from the asset register.

9. INSURANCE

- 9.1 The council will insure the Collection and the Trust shall comply with all the conditions of the insurance policy. The Trust shall maintain insurance for any risks which are not covered by the council's insurance policy.
- 9.2 For the avoidance of doubt, the council will receive any payments made pursuant to the council's insurance policy. The council may in its complete discretion require the Trust to indemnify it in relation to any excess due where the claim is a consequence of a breach of the Agreement.

10. MONITORING AND REVIEW

- 10.1 The council's designated officer shall be entitled to have access to the Collection at any time provided they provide reasonable notice to the Trust and comply with any reasonable instructions given by the Trust for the protection of the Collection.
- 10.2 The Trust shall keep full and accurate records in relation to its obligations set out above.

11. REPORTING

- 11.1 The Trust shall provide reports to the council at such intervals and in such form as the council shall reasonably require.

12. IPR

- 12.1 All intellectual property rights in the Collection which currently belong to the council (the Collection IPR) will remain the property of the council.
- 12.2 The council grants a royalty-free, worldwide, non-exclusive licence to use copy, reproduce and exploit the Collection IPR for:-
 - a) purposes which are connected to the Trust's charitable objects;
 - b) for the purpose of promoting the Royal Pavilion and museums, the Trust, Brighton & Hove; or
 - c) for the purposes of generating income for the duration of the Agreement.
- 12.3 The council shall consider applications from the Trust to release all or part of its Collection IPR under a Creative Commons licence and shall consider whether to allow the Trust to become the attributed source of the data.
- 12.4 Applications to protect the Collection IPR shall be made in the name of the council.
- 12.5 The Trust will not take any steps which might jeopardise or invalidate the council's IPR or ability to protect such rights in the future.
- 12.6 The Trust will provide the council with such information and records in relation to its use of the Collection IPR as the council reasonably requires
- 12.7 The parties shall notify each other if they become aware of any infringement or possible infringement by a third party or if any third party alleges that the Collection IPR infringes on a right that they have.
- 12.8 The council may allow the Trust to take action on its behalf in respect of an infringement or alleged infringement. The Trust shall indemnify the council in respect of all costs and keep the council apprised if it takes action in relation to an infringement. The Trust shall obtain the council's consent prior to agreeing any settlement with a third party in respect of any infringement of the Collection IPR.
- 12.9 Alternatively the council may in its complete discretion take action on its own behalf in respect of the infringement.
- 12.10 All IPR created after the commencement of the Agreement by the Trust or the trading subsidiary shall be the property of the Trust. The Trust or its trading subsidiary shall grant a royalty-free non-exclusive licence in perpetuity to the council in respect of that IPR.

APPENDIX TWO

Collections-related Policies

- (a) RPM Collections Development Policy
- (b) RPM Collection Care & Conservation Policy
- (c) RPM Documentation & Information Policy
- (d) *RPM Loans Policy (to follow for approval at TDC Committee in March 2018)*
- (e) RPM Documentation Procedure Manual
- (f) *RPM Rights Policy (to follow for approval at TDC Committee in March 2018)*
- (g) *RPM Digital Preservation Policy (to follow for approval at TDC Committee in March 2018)*
- (h) RPM Human Remains Policy
- (i) RPM Access Statement

All policies above, once approval by BHCC, will need to be adopted formally by the Trust prior to delivery of the service contract.

3a Royal Pavilion & Museums Collections Development Policy

Date at which this policy is due for review: January 2021

1 Statement of Purpose

RPM's vision is to provide museums that play a vital role in making Brighton & Hove a fantastic place to live work and visit, and inspire people to build a more sustainable and socially just world. Our mission is to preserve the past to inform the present. Using the outstanding collections, buildings and knowledge in our care, we will challenge and inspire our visitors to positively shape their future. Our sustainable museums will support the economy of Brighton & Hove, promote personal well-being, and celebrate diversity.

As an organisation we aspire to transform into a resilient organisation with a reputation for vibrancy and relevance, renowned for its digital innovation and inspiring a sense of shared ownership, and where our work is driven by creative collaborations with local communities and partner organisations.

RPM collects, rationalises and disposes of collections within the remit and guidelines set out in this Collections Development policy document, in line with our current Business Plan. The aims for our 2018-22 Business Plan are:

- Be more strategic in caring for and developing our natural, scientific and cultural resources for present and future generations.
- Develop a distinctive offer at each of our five sites and online to support learning, creativity and well-being
- Actively engage more people in understanding, developing and / or interpreting our shared collections, including a focus on children and young people
- Build a co-operative, sustainable and resilient organisation that supports the wider cultural sector
- Ensure the organisation and its work reflects the diverse culture of contemporary society

All five aims are supported by the RPM Collections Development Policy, especially in the areas of the following key activities:

- Public programming
- Learning and community engagement
- Digital engagement
- New galleries
- City-wide initiatives
- Accreditation standards
- Building collections knowledge
- Developing the collections to maintain the contemporary record
- Sustainable use of all resources – sites, collections and assets
- Maximising income generation and fundraising
- Improving RPM's profile and brand
- Digital potential for building sustainable and resilient organisation
- Developing and sustaining partnerships
- Developing processes to support the organisation deliver efficiently and effectively
- Shared ownership

- Supporting museum development through sharing our expertise
- Developing and championing diversity

This RPM Collections Development Policy sets out the principles that will provide the Trust and the workforce of RPM with a framework for responsible and ethical acquisition and disposal of collections.

Implementing this policy will enable RPM to demonstrate the public benefit in their approach to collections development. It provides a basis for open and transparent decision-making and an informed dialogue between governing bodies, donors, funding bodies and other stakeholders.

RPM is committed to collect in a responsible, sustainable and productive manner to ensure preservation, understanding and access to collections and buildings, so that they are enjoyed and understood by current and future generations.

This policy applies to material which is accessioned into the collection or intends to own and accession into the collection.

The acquisition, management and disposal of collections will be guided by:

- the Trust's purpose and objectives, and RPM's Business Plan (2018-22)
- the legal basis on which the collections are held
- the public benefit derived from the effective use and management of the collections
- an assessment of the needs of the museum's collections
- the collections held by other museums and organisations collecting in the same or related geographical areas or subject fields
- strength of collections currently in our care

Procedures designed to support the RPM Collections Development Policy, particularly for the areas of acquisition and disposal, are detailed in RPM Collections Management & Documentation Procedure Manual, and provide clear procedures and decision-making processes common to all Accredited museums.

2 An overview of current collections

2.1 Royal Pavilion & Museums, Buildings and History

The RPM museum service is one of the largest in the south east of England with collections of local, national and international significance, including three Designated collections. RPM enjoys a high profile, regionally, nationally and internationally, and has a reputation for innovative and high quality public engagement and collaborative partnership projects. It directly operates five sites, which are open to the public and provide access to the collections; these are

- The Royal Pavilion
- Brighton Museum & Art Gallery
- Preston Manor
- The Booth Museum of Natural History
- Hove Museum & Art Gallery

RPM is also runs an off-site collections store and has responsibility for a number of historically important listed buildings and monuments across the city. Further details

of these buildings and the historical background to the sites listed above, and the history, significance, strengths of the collections held are further illustrated in RPM Collections Management & Documentation Procedure Manual.

Brighton & Hove City Council holds a long-term management agreement with East Sussex County Council and University of Sussex, with reference to RPM collections stored and accessed at The Keep.

RPM is responsible for over one million artefacts, the collections comprising Fine and Decorative Arts, Local, Social and Oral History, Archaeology, Costume, Toys, Coins, Weapons, Photographs, Film, Musical Instruments, the Natural Sciences, World Art, Egyptology, Rare Book collections and archives.

Three of the collections have Designated status (recognised to be of national and international significance); these are Decorative Art, World Art and Natural Sciences.

2.2 Collections Summary

2.2.1 Decorative Art

Designated collection comprising 17th-21st century British, European and American applied art and industrial design. This includes furniture and furnishing textiles, clocks and watches, metalwork and jewellery, glass and ceramics, also some Oriental and Islamic wares made for the European market and contemporary craft.

The contemporary craft collection includes the Arts Council (South East) Craft Collection, comprising work in all media, by makers living or working in the South-East region.

2.2.2 Natural Sciences

Designated collection covering local, British and international zoological, botanical and geological material, manuscripts and records. This includes The Booth Collection of British Birds, insects (especially Lepidoptera), osteology, birds' eggs, herbaria, molluscs and fossils, and The Booth Book Collection.

2.2.3 World Art

Designated collection of objects and textiles c12th–20th century, with the vast majority of the collection spanning the period 1850-1950 and relating to Africa, Asia, Oceania and the Americas. Includes some archaeological and European folk material.

2.2.4 Musical Instruments

Instruments from the 18th-20th century. This collection comprises European instruments c1780- 1830, including a large collection of whistles, and ethnographic instruments c1850-2000 from Africa, Asia, Oceania and the Americas.

2.2.5 Fine Art

European old masters in particular from the Italian, Netherlandish, German and French schools, 18th-20th century British watercolours, 17th-20th century European prints, 16th-21st century British oil paintings, and the Heyer Bequest of 20th century American Post Abstract Expressionist paintings. Also includes Regency drawings, watercolours and caricatures in relation to the Royal Pavilion and topographical material relating to the history of Brighton, Hove and the immediate locality, including renowned personalities and events.

2.2.6 Costume and Textiles

British, West European and North American men's, women's and children's costume and accessories from the mid-18th century to the present day, costumes from Les Ballets (1933) and some European national costumes. Needlework, samplers and quilts from the mid-18th century to the present day.

2.2.7 Toys and Juvenilia

18th- 21st century toys, games, dolls' houses and dolls including examples that represent particular cultural or ethnic groups. A small collection of nursery equipment and ephemera associated with childhood. A large proportion of this collection was acquired by the National Toy Museum & Institute of Play.

2.2.8 Film and Media

Lantern slides, material and equipment relating to the film industry in England, 1896 to the present day. Material and equipment relating to the cinema in south east England, 1896 to the present day.

2.2.9 Edged Weapons and Firearms

14th-20th century British and European material.

2.2.10 Local and Social History

18th- 21st century artefacts, ephemera, photographs and negatives, British 18th-20th century domestic and agricultural tools and equipment, and fire engine. Includes the Sussex Collection of reference material, books, journals, newspapers, ephemera and documentary archives.

2.2.11 Archaeology

The archaeology collection is extensive and includes excavated material and stray finds of all periods from the Palaeolithic to post-Medieval predominantly from Brighton & Hove, and Sussex. Strengths include regionally important ice-age collections, internationally important material from Whitehawk Neolithic causewayed enclosure, and internationally important Bronze Age material, including the Hove Amber Cup assemblage and hoards from the area immediately around Brighton & Hove.

2.2.12 Egyptology

Egyptology from the pre-Dynastic era to the Roman period. There are approximately 1,700 individual objects represented, some of which relate to excavations by the famous Egyptologist, Flinders Petrie. The collection also includes a very important group of objects from Nubia/Sudan.

2.2.13 Numismatics

Classical Greek and Roman, Celtic, Anglo-Saxon, Medieval material through to the present, including Iron Age and Roman coins, British coins of all periods, as well as those from former British Overseas Territories, and an important collection of trade tokens from Sussex, as well as others from the rest of Britain.

The medal collection includes commemorative medals from Sussex, the majority of which relate to Brighton & Hove, commemorative medals marking events of national importance and some British service medals.

2.2.14 Oral History

Sound recordings made, commissioned or supported by RPM (oral histories and field recordings), or made privately by individuals or organisations acquired by donation, bequest, loan or purchase which relate to our current collections.

The current sound collection includes recordings relating to archaeology, natural sciences, local and social history, fine art, world art, costume, decorative art, toys, film and media, Preston Manor, the Royal Pavilion, Brighton Museum, the Booth Museum and Hove Museum. The collection also holds the BBC Radio Brighton archive and local community oral history projects. Formats include wax cylinder, open reel, cassette, mini disc, CD, digital file and video.

2.2.15 Books and Archives

Archive material is found in all collections in the form of object histories, and collections-related ephemera, but notably RPM holds archives relating to Preston Manor and the Royal Pavilion.

Archives relating to the local area, local community, and books and newspapers which have been accessed through the Brighton History Centre, together form part of the Local and Social History collections.

Brighton & Hove City Council has an archive management agreement with East Sussex County Council (ESCC). ESCC's East Sussex Record Office collects, documents, stores, manages and makes accessible archives relating to Brighton & Hove under a depositor's agreement.

2.2.16 The Royal Pavilion

This collection includes original artefacts from the Royal Pavilion, Regency decorative and fine art relevant to the refurbishment of the Royal Pavilion, and documents, pictures and other items relating to the history, development, occupants and workers of the Royal Pavilion estate (up to the present time).

2.2.17 Preston Manor

This collection contains items formerly in the house or in the possession of the Stanford family (primarily before the house was acquired by BHCC in 1932), topographical material, photographs, oral histories and written testimonies relating to Preston Manor, the gardens and the occupants.

2.2.18 Education Collection

This collection is formed from accessioned and non-accessioned material from across all collections strands and administered by the museum service as a collection of objects and replicas for use in learning sessions on and off site. Some objects are acquired for the Education Collection on the understanding that they will undergo a certain amount of wear and tear. Some of this collection material is used in the form of loan boxes. RPM uses material from this collection and its permanent collections to engage with local community groups. It includes objects used to deliver themed sessions including Victorians, Identity and Egypt. See Appendix 4 for a list of educational sessions delivered using this collection.

3 Themes and priorities for future collecting

This section details the criteria governing future acquisitions at RPM including the subjects or themes, periods of time and/or geographical areas, and any collections which will not be subject to further acquisition.

3.1 Definitions of collecting

- **Active collecting:** RPM will actively seek out objects in these subject areas for acquisition. This may be by means of purchase if necessary.
- **Opportunistic collecting:** If an opportunity to acquire arises, the acquisition will be considered. This may be by means of purchase if necessary.
- **Passive collecting:** If appropriate material is offered as a donation or bequest, the acquisition will be considered.
- **Closed collections:** No further additions will be made to closed collections.

RPM curators undertake passive or opportunistic collecting in line with the key areas of collecting. At the current time none of our collections is considered closed. Where active collecting occurs, it is developed in line with the RPM Business Plan and the cross-collection themes indicated in Section 3.2 below.

Collecting is strategic and is informed by ongoing projects which build use, knowledge and understanding of collections. Typically, these will be display, exhibition, engagement or research projects. Collections material is acquired with strong reference to their potential for use.

When collecting objects from a field work process, undertaken either by an inhouse curator or by an external specialist, and particularly relevant for Natural Sciences, Archaeology and World Art, there is an understanding that RPM will accept only well-documented and provenanced collections.

All proposed acquisitions and disposals are presented by the relevant curator at the RPM Collections Development Panel, held monthly and chaired by the Head of Collections, Interpretation & Learning.

The relevant curator will present the case for the acquisition or disposal of an object, or collection, based on an assessment of all care, conservation, access and information requirements of the object in line with this policy, RPM Collections Care and Conservation Policy and RPM Documentation and Information Policy.

3.2 Cross-collections Themes

While individual RPM collections include items of great importance and historical interest these are enhanced through their relationships with material in other collections.

Themes which can be explored in depth and across a breadth of collections at RPM include:

3.2.1 The Regency

RPM cares for a unique and unparalleled collection of visual and material culture associated with the Regency period, a collection given particular focus and strength by its relationship with the Royal Pavilion. Our Regency holdings include furniture, ceramics, glass, metalwork, satirical prints and costume. Regency period material original to or appropriate to the Royal Pavilion is an ongoing collecting focus.

3.2.2 Local landscapes and biodiversity

Our Natural Sciences collection contains a wealth of specimens specific to the distinctive landscapes of the city and its surrounds, including flora, fauna and geology. Our Archaeology collections provide evidence of early human activity in this area, including material from Whitehawk Camp, one of the earliest sites of structured human activity in Brighton & Hove. Our collection of some 4,000 topographical prints in the Fine Art collection, most of which are of the city and its surrounds, provides an important resource documenting the changes in the environment. Looking to the future, we want to build on this area of strength with a particular focus on the promotion of biodiversity and exploring the impact of climate change.

3.2.3 Subversive design

As is appropriate for a city which houses the quirky and eccentric Royal Pavilion, our collections provide rich evidence of the work of artists and designers who have challenged design norms. Examples include: paintings and artefacts by major Surrealist artists, including Salvador Dali; a rare and exceptional collection of sets, costumes and props created for Les Ballets in 1933; and challenging examples of contemporary art and design, including pieces by Grayson Perry.

3.2.4 Internationalism

Our collections reflect the historical and contemporary cosmopolitanism of the city, with a particular focus on its relationship with the cultures, arts and citizens of India and China. The Royal Pavilion offers the best-preserved and most extensive use of chinoiserie in the country, alongside a distinctive and important collection of Chinese export ware. Its form is also inspired by Mughal architecture and India has had a particular relationship with our city, documented in photographs which record the use of the Royal Pavilion as a World War I hospital for Indian soldiers, the India Gateway, the Jaipur Gate and the collection of pioneering Indian businessman Sake Deen Mahomed. We will continue to collect in ways which reflect this internationalism.

3.3 Collecting strands

Each curator at RPM collects, as appropriate, material against the cross-collection themes illustrated above, and in line with the specific key areas of collecting as per the sections detailed below.

3.3.1 Decorative Art (c1750 to the present)

Key areas of collecting:

- British, European and American decorative art and design. In particular key pieces by established designers, makers and manufacturers.
- British contemporary craft, specifically key pieces by leading makers of national renown and work by makers living or working in the south-east region.
- Archives and ephemera that include documentation/correspondence or period photographs, sketches, designs or blueprints for objects, models, maquettes or trial samples of material, and trade and exhibition catalogues relating to designers, makers or manufacturers represented in the collection.

3.3.2 Natural Sciences (Pre-Cambrian to the present)

Key areas of collecting:

- Local geological specimens, flora and fauna (including that of marine origin) and archives and records from Brighton & Hove, and Sussex.
- British 'hemiptera', pseudoscorpions, psocoptera, Sussex marine life, local vertebrate material (as casualties).
- Documented field collection material relating to Brighton & Hove and Sussex and material illuminating aspects of regional biodiversity.
- Non-local British Lepidoptera, Coleoptera, Mollusca, Vertebrates, and plants.
- International material including Lepidoptera (specific families of butterflies), Mollusca (especially land snails), osteology and birds.

3.2.3 World Art (19th century to the present)

Key areas of collecting:

- Artefacts and contextual documentation from Africa, Asia, Oceania and the Americas and their UK diaspora communities. Emphasis is given to acquisitions that are collected in dialogue or partnership with source communities.

3.2.4 Fine Art (c1600 to the present)

Key areas of collecting:

- Oils, watercolours and drawings, building on the strengths of the existing collections, especially by British artists with national or international reputations.
- Modern and contemporary art that relates to and/or reflects the lives and cultural diversity of people in Brighton & Hove (both by artists living or working in the locality and artists with national and international reputations).
- Modern and contemporary art of high quality in various media that supports the existing collection.
- Topographical images of Brighton, Hove and the immediate locality, together with works depicting renowned personalities and events in Brighton & Hove's history predominantly pre-1900.
- Material relevant to the cultural history of the Royal Pavilion, in particular, caricatures of George IV and his circle.

3.2.5 Costume and Textiles (mid-18th century to the present)

Key areas of collecting:

- Costume, accessories and textiles with a strong provenance or reference to Brighton & Hove.
- Sussex costume and accessories from the Regency period, 1780s to 1830.
- Costume and accessories incorporating aspects of international fashion, especially those inspired by clothing worn in the Middle East, India, China and Japan.

- Sub-cultural dress and testimony, from the 1950s to the present only, particularly pieces with a local provenance.
- Archival and ephemeral material with relation to objects within the existing collection, such as fashion magazines, fashion plates, patterns, photographs, catalogues.

3.2.6 Toys (17th century to the present)

Key areas of collecting:

- Dolls and accessories of all periods and types, dolls houses, furniture and fittings
- Toys and games
- Archive material, books and ephemera which are associated with the objects within the toy collection, and/or associated with the development of the National Toy Museum & Institute of Play.

3.2.7 Film and Media (1896-present)

Key areas of collecting

- Lantern slides, material and equipment relating to film-making and photography in Britain that contextualises RPM's current and local film and media collection.
- Material, equipment, documentation and testimony relating to the Brighton school of film-makers and early film-making pioneers
- Material, equipment and testimony relating to the history of cinemas in Brighton & Hove.

3.2.8 Local and Social History

RPM develops its Local History collection in order to be able to tell the stories of the people of Brighton & Hove, and of the events that have affected them. RPM acquires items which have been manufactured in, used in or associated with Brighton & Hove from the 17th century to the present. Acquisition will relate to one or more of the following spheres of local life experience:

- birth and death
- marriage, family and domestic life
- work, business and technology
- transport
- health and medicine
- conflict
- leisure and sport
- religion and belief
- politics
- civic and national life
- law, punishment and control
- childhood and education
- industry

RPM will seek to develop its Local History collections to reflect the diversity of Brighton & Hove's communities and minority groups. In order to achieve this, from time to time targeted collecting may be necessary and will be carried out in collaboration with community members.

Key areas of collecting:

- Material relating to communities and minority groups of Brighton & Hove.
- Material relating to Brighton & Hove's historical and current position as a major seaside resort.
- Photographic material and other images of Brighton & Hove.
- Domestic social history material for display in the Royal Pavilion or Preston Manor.

3.2.9 Archaeology (Palaeolithic to post-Medieval)

RPM will collect individual artefacts and archaeological archives which relate to historical collections already held by RPM in accord with Sussex Museums Group guidelines for the county.

Key areas of collecting:

- Material with Brighton, Hove or Sussex provenance in accord with the Sussex Museums Group guidelines for the county, with associated documentation.
- Archives produced by development-led archaeology within Brighton & Hove which have been rationalised, before acquisition, using the guidelines stated in the Society of Museum Archaeologists publication Selection, Retention and Dispersal of Archaeological Collections Guidelines 1993 and Sussex Museum Group's Deposition Policy and Procedure.
- Documentary archives relating to excavations or watching briefs undertaken in Brighton & Hove where no finds were recorded.

3.2.10 Numismatics (ancient to the present)

Key areas of collecting:

- Material with a Brighton & Hove or Sussex provenance, including coins, tokens, medals and badges.

3.2.11 Oral History (1900 to present)

Key areas of collecting:

- Testimony relating to all RPM sites and buildings, and their history. This includes the Royal Pavilion estate*, Preston Manor, Hove Museum, and the Booth Museum.
- Testimony relating to RPM collections (see each collection strand for more detail)
- Testimony relating to people related to the history of RPM, including its buildings and collections, such as collectors, owners, donors, occupants, and past staff.
- Testimony collected to support the exhibitions, learning and community engagement programme of RPM.
- Testimony relating to local identity, the Brighton & Hove and Sussex landscape, culture and folklore.
- 'Hidden histories' recorded material from under-represented communities and histories within Brighton & Hove.
- Recorded material from local community projects.

Format: Recordings on digital format (sound and video oral histories) are to be collected as well as recordings that are on older formats which are at risk due to playback obsolescence.

*The Royal Pavilion estate includes the Royal Pavilion; Brighton Museum & Art Gallery; Brighton Dome; the Corn Exchange; the William IV Gate; the Indian Gate; and the Pavilion gardens.

3.2.12 Education and Handling

Key areas of collecting:

- Artefacts and material used for handling and demonstration to deliver themed sessions, in relation to the RPM's collections and RPM's current Business Plan.

3.2.13 Books and Archive Material (medieval to the present)

Key areas of collecting:

- Books, ephemera and archive materials relating to the people who were historically associated with, developed or deposited RPM collections such as, but not exclusive to: Henry Willett, Herbert Toms, Fredrick Lucas, Edward Thomas Booth, Sir Charles and Lady Ellen Thomas-Stanford.
- Books, ephemera and other archive materials (including sketches, designs, and models) up to the present time, relating to the history of RPM and the buildings that RPM cares for:
- the Royal Pavilion and the Royal Pavilion estate (including Brighton Museum & Art Gallery) o Preston Manor and gardens o the Booth Museum of Natural History o Hove Museum & Art Gallery
- Books and archive materials ranging from medieval manuscripts and incunabula to autograph letters as appropriate to support the RPM Business Plan and the key collecting areas of each collection. (See individual collection strands for further details).

3.2.14 Preston Manor

Key areas of collecting:

- Items formerly in the house or in the possession of the Stanford family (primarily before the house was acquired by BHCC in 1932).
- Items that are related to pieces listed in the 1906 inventory of contents of Preston Manor, such as Edwardian furniture, decorative arts and artefacts.
- Topographical material relating to Preston Manor.

3.2.15 The Royal Pavilion

Key areas of collecting:

- Original material from the Royal Pavilion.
- Material relating to George IV, William IV and Queen Victoria, particularly with reference to their connection with the Royal Pavilion.
- Regency furniture, decorative arts, and artefacts which are original, or appropriate to, the Royal Pavilion, and artefacts relevant to the refurbishment of the Royal Pavilion.
- Fine Art material suitable for the historical restoration of the Royal Pavilion, as well as images relevant to its cultural history.

- Archives and ephemera that include documentation/correspondence or period photographs, sketches, designs or blueprints for objects, models, maquettes or trial samples of material, and trade and exhibition catalogues relating to designers, makers or manufacturers represented in the Royal Pavilion collection.

4 Themes and priorities for rationalisation and disposal

This section sets out RPM's approach to rationalisation and disposal. It details the criteria governing future disposals at RPM including the collections, subjects or themes, periods of time and/or geographical areas which will not be subject to further acquisition and, for curatorially motivated reasons, will be disposed of.

Responsible, curatorially-motivated disposal takes place as part of a museum's long-term collections policy, in order to increase public benefit derived from museum collections⁵.

As detailed in section 13 (f) RPM will not undertake disposal motivated principally by financial reasons. Disposal will be motivated by curatorial reasons and follow the procedures outlined in paragraphs 13g-13s. The method of disposal may be by gift, sale or exchange.

4.1 Definitions of disposal

- Active disposal:** where RPM will actively seek to dispose of objects.
- Opportunistic disposal:** If an opportunity to acquire arises, the disposal will be considered. This may be by means of a request by another Accredited museum to acquire the collection to supplement their own.

Where active disposal occurs, it is developed in line with the RPM Business Plan and the cross-collection themes indicated below.

4.2 Cross-collections Disposal Priorities

While individual RPM collections include items of great importance and historical interest they also contain artefacts that have been obtained historically with no provenance, no documentation and are of no current use, either due to their current condition or because they hold little relevance to the core collections and do not 'fit' with the current or past collecting policies.

Therefore the current priorities for objects to be assessed for disposal at RPM are:

- Unaccessioned material, including
 - unsolicited donations, with no records
 - objects or material with little or no documentation
- Accessioned objects (and/or objects from the Education Collection)
 - which have significant damage or have significant deterioration, which means that they can no longer be used or displayed, and have no research potential.
- Accessioned objects that are
 - a hazard and cannot therefore be used effectively within the public local authority museum

⁵ See Museums Association *Disposals Toolkit* page 5

- poorly provenanced, and for which RPM holds little or no documentation.
- a duplicate of another object, which cannot be used for educational sessions or any other uses
- an object that would benefit from improved storage and improved use by being transferred to a specialist (or nonspecialist) museum
- a significant or non-significant object that would be better suited to being used by another Accredited museum which holds a strong collection of objects of this type
- an object which does not fit with the core collection, and holds little or no relevance to current collecting policy
- a significant or non-significant object that is relevant to the local history of another area that this RPM Collections Development Policy does not cover i.e. outside Brighton & Hove, Sussex, or southern UK.

As stated below in section 13, by definition RPM has a long-term purpose and holds collections in trust for society in relation to its stated objectives. This will always be at the forefront when considering rationalisation and disposal of objects. Disposal will only be motivated for curatorial reasons, to the benefit and development of the collections to achieve our mission statement and RPM Business Plan.

The Collections Reviews, completed and planned, which will aid rationalisation and disposal decision making are undertaken following published project methodologies, such as those presented in What's in Store? Collections Review in the North West, and the Museums Association Effective Collections Programme Prospectus 2009-12.

Further information on the procedures including documentation of disposal processes with RPM can be found in RPM Collections Management & Documentation Procedure Manual.

5 Limitations on collecting

RPM recognises its responsibility, in acquiring additions to its collections, to ensure that care of collections, documentation arrangements and use of collections will meet the requirements of the Accreditation Standard. It will take into account limitations on collecting imposed by such factors as inadequate resources, staffing, storage and care of collection arrangements.

Items purchased with external support may be subject to external guidelines e.g. MLA/V&A Purchase Grant Office (Art), MLA/ Preservation of Industrial and Scientific Material/Science Museum (Science and Technology), and National Art Collections Fund (Art) etc.

6 Collecting policies of other museums

RPM will take account of the collecting policies of other museums and other public organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialism, in order to avoid unnecessary duplication and waste of resources.

RPM will co-operate with museums, historic buildings and private collectors on acquisition and disposal issues where possible. When RPM is offered a specimen, artefact or collection which does not meet the acquisition criteria but is of sufficient merit to be used by another museum it will seek to recommend that the specimen,

artefact or collection be offered to a registered institution (starting with relevant museums in the immediate region) which seeks to acquire material of that area type.

As required RPM will seek information about the collecting policies of other institutions locally and from the relevant subject specialist networks and groups, such as the Biological Curators' Group, Geological Curators' Group, Museum Ethnographers' Group, SSN European Paintings pre-1900 and Sussex Museums Group.

Specific reference is made below to the following museums and organisations, and the predominant collections that they hold, which RPM curators will be aware of when accepting new acquisitions and rationalising the current collections:

- **Members of Sussex Museums Group:** Hastings Museum – World Art; Horsham Museum – Local & Social History, Costume; Bexhill Museum – Costume, Archaeology, Natural Sciences, World Art; Redoubt Fortress – Military, Edged Weapons; Worthing Museum – Costume, Archaeology; Littlehampton Museum; Chichester Museum – Archaeology; Weald & Downland Open Air Museum – Local Architecture, Tools; Amberley Museum & Heritage Centre – Industrial Heritage, Tools; Sussex Archaeology Society – Archaeology within Sussex, Local History
- **East Sussex Record Office, Lewes** – Archives of East Sussex, and Brighton & Hove (under agreement with BHCC)
- **West Sussex Record Office, Chichester** – Archives of West Sussex
- **Brighton Toy & Model Museum** – Local & Social History, Toys, Models
- **Fishing Museum, Brighton** – Local & Social History
- **Police Cells Museum, Brighton** – Local & Social History
- **Pallant House, Chichester** – Fine Art, Decorative Art, Local & Social History
- **Towner Art Gallery, Eastbourne** – Fine Art, Local & Social History
- **Jerwood Gallery, Hastings** – Fine Art (currently not collecting specifically for Hastings Gallery)
- **National Trust** – Fine Art, Decorative Art, Local & Social History with relation to properties situated in local Sussex region)
- **English Heritage** – Fine Art, Decorative Art, Local & Social History in relation to properties situated in local Sussex region

A further detailed list of all regional museums and heritage sites within the local southern region can be found in RPM Collections Management & Documentation Procedural Manual.

Where items are acquired for the archaeology collections, RPM will act in accordance with Selection, Retention and Dispersal of Archaeological Collections: Guidelines for use in England, Wales & Northern Ireland by the Society of Museum Archaeologists, 1993.

RPM will be sensitive to the curation of human remains and material of ritual significance, with reference to the Department for Culture, Media & Sport's Guidelines for the Care of Human Remains in Museums, 2005. Please see Appendix 6 for RPM's Care and Treatment of Human Remains Policy.

7 Policy review procedure

This RPM Collections Development Policy was approved with a dated committee minute signed by a properly authorised person. Please refer to the beginning of the document for date and details.

The RPM Collections Development Policy will be published and reviewed from time to time, at least once every five years.

Arts Council England will be notified of any changes to the collections development policy, and the implications of any such changes for the future of existing collections.

13. ACQUISITIONS NOT COVERED BY THE POLICY

Acquisitions outside the current stated policy will only be made in very exceptional circumstances, and then only after proper consideration by the governing body of the museum itself, having regard to the interests of other museums.

14. ACQUISITION PROCEDURES

- a) The museum service will exercise due diligence and make every effort not to acquire, whether by purchase, gift, bequest or exchange, any object or specimen unless the governing body or responsible officer is satisfied that the museum service can acquire a valid title to the item in question or clarify copyright issues relating to the item in question.
- b) In particular, the museum service will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country's laws. (For the purposes of this paragraph 'country of origin' includes the United Kingdom).
- c) In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from 1 November 2002, and the Dealing in Cultural Objects (Offences) Act 2003, the museum will reject any items that have been illicitly traded. The governing body will be guided by the national guidance on the responsible acquisition of cultural property issued by the Department for Culture, Media & Sport in 2005.
- d) So far as biological and geological material is concerned, the museum service will not acquire by any direct or indirect means any specimen that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the United Kingdom or any other country, except with the express consent of an appropriate outside authority.
- e) The museum service will not acquire archaeological antiquities (including excavated ceramics) in any case where the governing body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures. In England, Wales and Northern Ireland the procedures include reporting finds to the landowner or occupier of the land and to the proper authorities in the case of possible treasure as defined by the Treasure Act 1996, or reporting finds through the Treasure Trove procedure (in Scotland).

- f) Any exceptions to the above clauses 9a, 9b, 9c or 9e will only be because the museum is:
- acting as an externally approved repository of last resort for material of local (UK) origin
 - acquiring an item of minor importance that lacks secure ownership history but in the best judgement of experts in the field concerned has not been illicitly traded
 - acting with the permission of authorities with the requisite jurisdiction in the country of origin
 - in possession of reliable documentary evidence that the item was exported from its country of origin before 1970

In these cases the museum will be open and transparent in the way it makes decisions and will act only with the express consent of an appropriate outside authority.

- g) As the museum holds or intends to acquire human remains under 100 years old, it will obtain the necessary licence under the Human Tissue Act 2004.
- h) As the museum holds or intends to acquire human remains from any period, it will follow the procedures in the Guidance for the care of human remains in museums issued by DCMS in 2005.

15. SPOILIATION

The museum service will use the statement of principles Spoliation of Works of Art during the Nazi, Holocaust and World War II Period, issued for non-national museums in 1999 by the Museums and Galleries Commission.

16. THE REPATRIATION AND RESTITUTION OF OBJECTS AND HUMAN REMAINS

The museum's governing body, acting on the advice of the museum's professional staff, may take a decision to return human remains (unless covered by the Guidance for the care of human remains in museums issued by DCMS in 2005), objects or specimens to a country or people of origin. The museum will take such decisions on a case by case basis, within its legal position and taking into account all ethical implications and available guidance. This will mean that the procedures described in 13a-13d, 13g and 13o/s below will be followed but the remaining procedures are not appropriate.

The disposal of human remains from museums in England, Northern Ireland and Wales will follow the procedures in the Guidance for the care of human remains in museums.

12 Management of archives

As the museum service holds archives, including photographs and printed ephemera, its governing body will be guided by the Code of Practice on Archives for Museums and Galleries in the United Kingdom (third edition, 2002).

17. DISPOSAL PROCEDURES

Disposal preliminaries

- a. The governing body will ensure that the disposal process is carried out openly and with transparency.
- b. By definition, the museum has a long-term purpose and holds collections in trust for society in relation to its stated objectives. The governing body therefore accepts the principle that sound curatorial reasons for disposal must be established before consideration is given to the disposal of any item in the museum's collection.
- c. The museum will confirm that it is legally free to dispose of an item and agreements on disposal made with donors will be taken into account.
- d. When disposal of a museum object is being considered, the museum will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant will be followed. This may include repayment of the original grant and a proportion of the proceeds if the item is disposed of by sale.

Motivation for disposal and method of disposal

- e. When disposal is motivated by curatorial reasons the procedures outlined in paragraphs 13g-13s will be followed and the method of disposal may be by gift, sale or exchange.
- f. The museum will not undertake disposal motivated principally by financial reasons.

The disposal decision-making process

- g. Whether the disposal is motivated either by curatorial or financial reasons, the decision to dispose of material from the collections will be taken by the governing body only after full consideration of the reasons for disposal. Other factors including the public benefit, the implications for the museum's collections and collections held by museums and other organisations collecting the same material or in related fields will be considered. External expert advice will be obtained and the views of stakeholders such as donors, researchers, local and source communities and others served by the museum will also be sought.

The following collections are subject to charitable trust and charity law and are legally trust property held on trust by BHCC.

Any considerations of disposal of these collections will be referred to the Charity Commissioners.

- Collections at Preston Manor included within the charity known as The Stanford Museum and Public Park. Charity number 266956.
- Collections at the Booth Museum. Charity number 266954.
- Specified collections in the National Toy Museum & Institute of Play. Charity number 268839.

Responsibility for disposal decision-making

- h. A decision to dispose of a specimen or object, whether by gift, exchange, sale or destruction (in the case of an item too badly damaged or deteriorated to be of any use for the purposes of the collections or for reasons of health and safety) will be the responsibility of the governing

body of the museum acting on the advice of professional curatorial staff, if any, and not of the curator of the collection acting alone.

Use of proceeds of sale

- i. Any monies received by the museum governing body from the disposal of items will be applied for the benefit of the collections. This normally means the purchase of further acquisitions. In exceptional cases, improvements relating to the care of collections in order to meet or exceed Accreditation requirements relating to the risk of damage to and deterioration of the collections may be justifiable. Any monies received in compensation for the damage, loss or destruction of items will be applied in the same way. Advice on those cases where the monies are intended to be used for the care of collections will be sought from the Arts Council England.
- j. The proceeds of a sale will be ring-fenced so it can be demonstrated that they are spent in a manner compatible with the requirements of the Accreditation standard.

Disposal by gift or sale

- k. Once a decision to dispose of material in the collection has been taken, priority will be given to retaining it within the public domain, unless it is to be destroyed. It will therefore be offered in the first instance, by gift or sale, directly to other Accredited museums likely to be interested in its acquisition.
- l. If the material is not acquired by any Accredited museums to which it was offered directly as a gift or for sale, then the museum community at large will be advised of the intention to dispose of the material, normally through an announcement in the Museums Association's Museums Journal, and in other specialist journals where appropriate.
- m. The announcement relating to gift or sale will indicate the number and nature of specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other Accredited museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been received, the museum may consider disposing of the material to other interested individuals and organisations giving priority to organisations in the public domain.

Disposal by exchange

- n. The nature of disposal by exchange means that the museum will not necessarily be in a position to exchange the material with another Accredited museum. The governing body will therefore ensure that issues relating to accountability and impartiality are carefully considered to avoid undue influence on its decision-making process.
- o. In cases where the governing body wishes for sound curatorial reasons to exchange material directly with Accredited or unaccredited museums, with other organisations or with individuals, the procedures in paragraphs 13a-13d and 13g-13h will be followed as will the procedures in paragraphs 13p-13s.
- p. If the exchange is proposed to be made with a specific Accredited museum, other Accredited museums which collect in the same or related areas will be directly notified of the proposal and their comments will be requested.

- q. If the exchange is proposed with a non-accredited museum, with another type of organisation or with an individual, the museum will make an announcement in the Museums Journal and in other specialist journals where appropriate.
- r. Both the notification and announcement must provide information on the number and nature of the specimens or objects involved both in the museum's collection and those intended to be acquired in exchange. A period of at least two months must be allowed for comments to be received. At the end of this period, the governing body must consider the comments before a final decision on the exchange is made.

Documenting disposal

- s. Full records will be kept of all decisions on disposals and the items involved and proper arrangements made for the preservation and/or transfer, as appropriate, of the documentation relating to the items concerned, including photographic records where practicable in accordance with SPECTRUM Procedure on de-accession and disposal.

18. BIBLIOGRAPHY

The documents and publications referred to within this policy are:

- Museums Association, Disposal Toolkit: Guidelines for Museums, London: Museums Association, 2008, revised 2014
- Museums Association, Code of Ethics, London: Museums Association, 2008, revised 2015
- PAS 197:2009 Code of practice for cultural collections management, London: British Standards Institution, 2009
- Internal documents:
 - RPM Collections Care and Conservation Policy, 2013
 - RPM Collections Documentation and Information Policy, 2013
 - RPM Collections Management & Documentation Procedure Manual, 2017
 - RPM Disaster & Business Continuity Plan, 2017
 - RPM Business Plan, 2018
 - RPM Sustainability Action Plan, 2013
 - The Keep Collections Statement, 2013

Publications that have been referred to in this policy are:

- What's in Store? Collections Review in the North West, 2008, Renaissance North West,
- Sally Cross, Museums Association Effective Collections Programme Prospectus 2009-12, Museums Association
- Society of Museum Archaeologists: Selection, Retention and Dispersal of Archaeological Collections Guidelines 1993
- Sussex Museum Group's Deposition Policy and Procedure

3b Royal Pavilion & Museums Collections Care and Conservation Policy

Date at which this policy is due for review: January 2021

1. Statement of purpose

RPM's vision is to provide museums that play a vital role in making Brighton & Hove a fantastic place to live work and visit, and inspire people to build a more sustainable and socially just world. Our mission is to preserve the past to inform the present. Using the outstanding collections, buildings and knowledge in our care, we will challenge and inspire our visitors to positively shape their future. Our sustainable museums will support the economy of Brighton & Hove, promote personal well-being, and celebrate diversity.

We aspire to transform into a resilient organisation with a reputation for vibrancy and relevance, renowned for its digital innovation and inspiring a sense of shared ownership, and where our work is driven by creative collaborations with local communities and partner organisations.

RPM collects, rationalises and disposes of collections within the remit and guidelines set out in this Collections Development policy document, in line with our current Business Plan.

Caring for the collections is a fundamental duty and a core discipline for all museums.

The Royal Pavilion & Museums (RPM) is committed to ensuring the preservation, knowledge of and access to collections and buildings, in order that they are enjoyed and understood by current and future generations. This is achieved through a commitment to pursuing best practice standards in care and conservation for all of RPM's buildings and collections.

The collections are the heart of the organisation; they are both its raison d'être and its unique selling point. They number approximately one million items. The Decorative Art, World Art and Natural Science collections are Designated as being of outstanding national and international importance. The management and care of these collections are central to the aims and key activities which underpin the mission of RPM. As a lead member of the southern region and a major Arts Council England grant holding museum, RPM has a role as an exemplar on care and conservation matters.

RPM's approach to collections care and conservation is illustrated in this policy, which is designed to achieve the aims set out in the RPM Business Plan and to be in proportion to resources available to RPM.

The aims for our 2018-22 Business Plan are:

- Be more strategic in caring for and developing our natural, scientific and cultural resources for present and future generations.
- Develop a distinctive offer at each of our five sites and online to support learning, creativity and well-being
- Actively engage more people in understanding, developing and / or interpreting our shared collections, including a focus on children and young people

- Build a co-operative, sustainable and resilient organisation that supports the wider cultural sector
- Ensure the organisation and its work reflects the diverse culture of contemporary society

All five aims are supported by the RPM Collections Care and Conservation Policy, especially in the areas of the following key activities:

- o Public programming
- o Learning and community engagement
- o Digital engagement
- o New galleries
- o City-wide initiatives
- o Accreditation standards
- o Maintaining and presenting the collections and buildings
- o Developing the collections to maintain the contemporary record
- o Sustainable use of all resources & sites, collections and assets
- o Improving RPM's profile and brand
- o Workforce, volunteer development and succession planning
- o Developing and sustaining partnerships
- o Developing processes to support the organisation deliver efficiently and effectively
- o Leading museum development in the south east
- o Supporting museum development through sharing our expertise
- o Developing and championing diversity
- o Developing dispersed leadership

This policy is designed to

- ensure that RPM promotes physical access and safe use of the collections, whilst preserving the buildings and collections for the future
- ensure that all staff at RPM pursue best practice in care and conservation procedures in accordance with this policy and the following standards
 - o Benchmarks in Collections Care for Museums, Archives and Libraries
 - o PD5454:2012 Guide for the storage and exhibition of archival materials
 - o PAS 197:2009 Code of practice for cultural collections management
 - o SPECTRUM 5.0 The UK Museum Collections Management Standard
 - o ICON and Museums Association Professional Guidelines and Code of Ethics
 - o Code of Ethics and Rules of Practice of the United Kingdom
 - o Institute of Conservation of Historic and Artistic Works (UKIC)
 - o Health and Safety at Work etc Act 1974
- ensure that RPM maximises cost effective and sustainable use of resources in local, regional and global contexts, and prioritises conservation requirements within the framework of resources available
- support and promote the ethics of conservation, and educate the public and staff about conservation principles and methods

This policy applies to all RPM collections and objects in RPM care. This includes objects held in the permanent collection, handling collections and loans in from

other organisations or owners.

This policy is supported by procedures detailed in the RPM Collections Management & Documentation Procedure Manual, and a plan of action illustrated in the RPM Collections Care and Conservation Plan.

2. Preventative Conservation

Preventative conservation covers the measures necessary to retard or minimise deterioration of museum objects, specimens and structures. This is the planned and controlled change to the environment and surroundings of an object to reduce or eliminate, as far as possible, the known aspects of that objects deterioration. The necessary preventative measures are based on a thorough understanding of how objects and specimens react to their environment and how they will deteriorate physically or chemically.

2.1 Staffing and authorisation

- This policy relates to all staff of RPM.
- It is the responsibility of all RPM staff to be aware of the buildings and collections in which they work, and to work with knowledge of the sensitivities of this under the direction of the Collections and Conservation Teams.
- All actions relating to collections will be authorised by the relevant Keeper, Curator and/or Head of Collections, Interpretation & Learning. These actions include (but are not exhaustive to): the movement, handling, remedial and preventative conservation; and the use of and entry to galleries, stores and other areas where collections are stored, displayed or used at all RPM sites.
- The Collections and Conservation Teams are committed to training and raising awareness of collections care issues.
- All guidelines and information relating to collections care practices and procedures will be held on a central computer network and be accessible to all staff.
- RPM will employ qualified and experienced staff to implement this policy.
- RPM will maintain a list of approved external specialist conservation providers and contractors will be maintained and constantly reviewed, being updated every two years.
- Any new contractors will be vetted as per standard vetting procedures prior to employment.
- RPM will seek to benefit from close partnership with local archive services e.g. East Sussex Record Office, in the care of archives and other paper-based collections with the aim of pursuing best practice as per PD5454.
- RPM commits to maintaining sufficient numbers of qualified staff in the areas of security, conservation and curatorship in direct correlation to the significance and preservation needs of the buildings and collections.

2.2 Training, learning and dissemination

- A Care of Collections training programme and guidelines will be developed

and used for the induction of all relevant new members of staff.

- All RPM staff will be made aware of the specific requirements of working within a museum environment, including issues around moving and handling objects, within the first six months of employment.
- RPM staff with direct contact with collections will receive basic training in object handling within the first month of employment.
- The RPM Conservation Team will provide training in conservation and collections care appropriate to the needs of all relevant staff, trainees and volunteers, using external providers where appropriate.
- RPM will continue to develop links with professional conservation training institutions or organisations.
- The RPM Conservation Team will share expertise and disseminate information about conservation and the preservation of material culture, and the natural and built environments and actively take part in the further training on conservation issues of permanent staff and others, including students, interns, trainees and volunteers.
- RPM will make available selected conservation services, training and advice to museums in the south east region and other relevant stakeholders.

2.3 Planning

- RPM will review the RPM Business Plan in order to balance the available resources of the collections care team against the needs of the collections and buildings.
- RPM will survey, benchmark and visually inspect buildings and conditions in which collections are kept to produce a Collections Care and Conservation Plan, in line with RPM Business Plan, and act upon it.

The RPM Collections Care and Conservation Plan will be optimised by assessment and reduction of risks to buildings and collections, with priorities decided in the light of their needs and significance. The plan will include schedules for preventative and remedial conservation, and define priority areas for improvement in line with Benchmarks in Collections Care and other relevant standards.

- RPM acknowledges that standards of care may vary according to the significance, rarity/replaceability, fragility, and access demand for any individual object, or any collection, and in accordance with any owner requirements for items on loan.
- When planning developments, repair programmes and changes of use to any RPM buildings, RPM will ensure best practice, cost-effective and sustainable measures are taken for the benefit of collections and buildings. This will be undertaken in consultation with relevant staff and users, stakeholders, and in line with any statutory requirements e.g. English Heritage Listed Building Consent.
- Where RPM concludes that it is unable to provide adequate care or accommodation, or if better care of and/or access to collections and buildings can be provided by other organisations, rationalisation will be considered using the RPM Collections Development Policy and RPM Disposal Procedures based on the Museums Association's Disposal Toolkit in order to follow best practice.

2.4 Funding

- RPM may seek external funding for specific conservation projects as agreed by the RPM Leadership Team.
- Conservation costs generated by capital projects should be identified and either paid for out of project funds or recognised as part of RPM match funding.
- When acquiring large collections, RPM will seek endowments for their ongoing housing, care and conservation.

2.5 Systems

- RPM collections and buildings are safeguarded through the effective management of the following systems and programmes:
 - Building Maintenance programme, including quinquennial reviews ◦ Building Management System
 - Mechanical and Electrical Maintenance programme
 - Intruder alarms, buildings and specific case alarms
 - Fire and Evacuation Systems
 - Environmental Monitoring Systems ◦ Hanwell, Ridout, and thermo-hygrographs
 - Integrated Pest Management monitoring programme ◦ Collections Management System ◦ MimsyXG
 - The Keep Inventory Management System ◦ IMS
 - Digital Asset Management System ◦ Asset Bank
- All relevant systems will be covered by service contracts as appropriate and inspected periodically.
- All programmes of maintenance will be resourced and undertaken by experienced staff.

2.6 Buildings

- RPM recognises that the maintenance of a building's fabric and services is fundamental to the preservation of both buildings and collections and will seek to secure adequate funding and promote good services in these areas.
- RPM will seek to ensure that all collections are housed in buildings that meet agreed minimum standards of construction and condition as per PD5454 and Benchmarks in Collections Care.

2.7 Security

- RPM aims to provide buildings and maintain security systems that meet current preservation and conservation standards in order that all collections are kept in a state of high protection and security at all times.
- Collections should be stored or displayed in prescribed secure areas in accordance with RPM Security Policy and the Museums and Galleries Commission's Security Guidance Notes.
- For transport and the loan in and out of collections, a security risk assessment and a UKRG Standard Facilities Report of the destination venue will be undertaken by the Curator, with assistance from the Security

& Fire Safety Manager as appropriate.

- RPM will invigilate exhibition and display areas when open to the public.

2.8 Storage

- RPM aims to pursue best practice with its collections in store through the use of buildings, rooms, shelving, and packaging that provides the optimum climate of temperature, relative humidity, and light levels, etc in a pollution- and pest-free environment in accordance with BS5454, PD5454, and Benchmarks in Collections Care.
- RPM will survey its stores bi-annually and score them overall using the ICCROM Storage Evaluation Tools.
- RPM restricts access to collection areas such as stores, conservation workshops and inside display cases to the relevant curatorial or conservation staff, to minimise risk to both objects and staff. The rules and regulations appertaining to the individual stores, conservation workshops and display must be adhered to. Other staff requiring entry to these areas must seek authorisation from the relevant Curator prior to activity.
- Access to RPM archives will be authorised by the relevant Curator, unless outsourced to a third party organisation for management, as with the agreement with East Sussex County Council and the East Sussex Record Office.

2.9 Housekeeping

- RPM will maintain an established housekeeping programme that follows benchmarking action plans. Staff will be trained to clean storage and display areas in a way that is not detrimental to the collections, the fabric of the building, the historic or restored interiors, and to any fixed decoration.
- RPM will minimise the use of chemical-based cleaning products and using dedicated materials and equipment in vulnerable areas.

2.10 Pest Monitoring

- RPM commits to monitoring all display, storage and conservation areas for the presence of pests. RPM will control and aim to eradicate all pests. Any activity that could encourage pest infestation will be assessed for risk prior to commitment.
- RPM will establish and maintain programmes of cleaning, housekeeping and pest management, including segregation and quarantine, which pursue best practice and follow published standards.
- RPM will inform all contractors or partner companies working within RPM buildings and near collections of minimum standards and stipulate that the contractor or company adhere to pest management procedures.
- Any pest treatment carried out by RPM will comply with relevant and current health and safety legislation.

2.11 Acquisition of Collections

- All proposed acquisitions will be assessed before acquisition against the RPM Collections Development Policy and discussed at the Collections

Development Panel, where the cost implications of conservation and long-term care can be discussed, identified and resourced.

- RPM staff will be required to carry out conservation assessments of the collections prior to acquisition, loan and display, assessing objects on inward loan and regularly monitoring the condition of all specimens.
- New acquisitions and incoming materials will be held in quarantine pending full inspection. All incoming materials should be examined for signs of infestation, dampness or mould. Remedial action is taken promptly to deal with any identified problems.

2.12 Handling, Transport of Collections

- RPM will promote best practice in handling and care of objects, and minimise the risks to their long-term preservation.
- RPM acknowledges that to minimise risk of damage to collections, the handling and use of objects is decided by, and restricted to, curators and conservators, except where express permission has been given by the Curator responsible for the collection.
- Movement of large or awkward items will be planned in advance by the Curator having taken advice from the Conservation Team or external specialist, and requires a risk assessment and method statement prior to movement. The risk assessment and method statement should be written by a trained specialist and documented on MimsyXG.
- Specialist trained staff and contractors will be used to handle and transport large, heavy, awkward or fragile objects.
- All RPM objects, and loaned objects, will be suitably crated or wrapped before transport, as specified by the Curator or a conservator.
- RPM objects transported abroad will be accompanied by a courier, who will either be a member of RPM collections or conservation staff or a delegated representative from another museum.
- An assessment will be made by the Curator, in conjunction with the Security & Safety Manager as required, that the level of security is appropriate for any item to be transported or housed offsite.

2.13 Use of Collections and Buildings

- RPM aims to maximise intellectual access to collections by sharing understanding of their physical nature and needs.
- At RPM in general it is taken as read that all accessioned collections objects are non-operated or non-working unless specified in their accompanying documentation and on MimsyXG. A working, historical machinery item or object presents as a special case for consideration of conservation matters and should be assessed in line with Benchmarks in Collections Care.
- If an object or machinery is to be regularly 'moved, worked or played' and is considered as a working object, then a maintenance and operating log will be established in accordance with the Museums and Galleries Commission Care of Collections Guidelines No 4, 1994.
- A change to the use of an object, room or building will be authorised by the

relevant Curator or Head of Collections, Interpretation & Learning after a documented review by a specialist conservator.

- RPM will work with an awareness that in some cases both accessioned and non-accessioned collections or the building may be made so accessible that the object or building fabric is used and handled until it wears out or is destroyed by its use. The level of use is to be decided at the discretion of the relevant Curator and the Head of Collections, Interpretation & Learning after undertaking a risk assessment and method statement to ensure that the use or function of an object or area should not outweigh the limitations, significance and value of the object or area.
- To preserve the internal fabric of historic buildings and the collections held within them and to maintain health and safety for the public, the number of people allowed in each building and each room at any one time will be restricted and monitored.
- Building and room number restrictions will be set by the Senior Keeper: Conservation & Historic Buildings, documented on MimsyXG Facilities module and reviewed every five years. Any changes to this will be discussed and minuted at the Information Exchange meetings chaired by a member of LT.
- Within a reading or research room or any access to collections, public users are asked to abide by the guidelines set out by the Curator or designated staff member, or by written instructions and reading room practices advertised. Procedures for non-compliance with the advertised practices will be strictly enforced.

2.14 Displays and Exhibitions

- RPM aims to present collections in the best possible condition.
- RPM will seek to ensure that all collections are housed, mounted and displayed in buildings, rooms, cases, and on mounts that meet agreed minimum standards of construction and condition, in the knowledge that occasionally, at the discretion of the Curator, the opportunity for use may outweigh the risk to collections.
- RPM aims to pursue best practice to provide optimum climate of temperature, relative humidity, light levels, security etc in a pollution- and pest-free environment that achieves a satisfactory compromise between long-term preservation of objects and specimens, and accessibility to public and staff.
- RPM staff will be committed to best practice in collections care. When new displays and exhibitions are planned, the conservation implications are considered at an early stage to achieve a satisfactory compromise between long-term preservation of collections and their accessibility to the public. This includes, but is not exhaustive to, the selection of objects; assessment of condition; selection of furniture, materials, mounting and presentation aids; and the commissioning of any necessary remedial treatment of individual objects.
- When employing external specialists for display, design, mounting and art handling work, RPM is committed to employing suitably experienced and/or qualified professionals.
- RPM will work with the awareness that some decisions on use of collections could prejudice the future research value of an object.

- Displays, exhibitions events, functions and filming in RPM historic buildings will be organised and undertaken by Curators, Programmers and other relevant staff with an understanding of the need for preservation and the limitations that can working in a historic building can bring. A risk assessment, method statement and discussion with the relevant Curator and Senior Keeper: Conservation and Historic Buildings will be required in line with procedures set out in RPM Collections Management and Documentation Procedure Manual.

2.15 Loans

- RPM is committed to increasing access to the collections through facilitating the process of loans (see RPM Loans Policy).
- RPM will assess and agree loan requests (both incoming and outgoing) at the Collections Loans Panel chaired by Head of Collections, Interpretation & Learning.
- RPM's assessment of loan suitability will be based upon a risk assessment made by the relevant Curator and, if necessary, the advice of a conservator.
- RPM will ensure that lenders' conservation requirements can be met before agreeing to borrow objects for use at RPM sites.
- RPM insists that all objects borrowed and loaned will be condition-checked on arrival and departure by a Curator or their agreed representative.
- RPM is committed to maintaining records of the loan and exhibition processes, which include retaining the risk assessment form, condition report form, object entry and exit forms, any quarantine conditions, and insurance details, all in accordance with SPECTRUM standards.
- Where appropriate RPM will apply the conditions described in the Government Indemnity Scheme and where possible apply the conditions described in the Museum and Galleries Commission Standard for Touring Exhibitions.

2.16 Environmental Monitoring and Control

- RPM aims to pursue best practice to provide optimum climate of temperature, relative humidity, light levels, etc in a pollution-free environment that achieves a satisfactory compromise between long-term preservation of objects and specimens and accessibility to public and staff.
- RPM commits to minimising any risk of damage due to any physical, chemical, biological and environmental factors to collections or buildings.
- RPM commits to minimum standards that aim for all displays, storage and areas that contain collections will be environmentally monitored. (See RPM Collections Management & Documentation Procedure Manual for control factors and methods used).
- A programme of analysis and interpretation of the collected environmental data will occur and be documented, and acted upon to provide stable and appropriate collection environments. The documented records will be retained for a minimum of five years.
- RPM understands that active* and passive** control of the internal

environment of buildings is vital to the preservation of the contents. For reasons of economy and sustainability RPM aims to use passive controls over active or mechanical controls wherever feasible, and conservation advice will be sought whenever changes are planned.

- RPM will inform all contractors or external companies working within RPM buildings and near collections of the minimum standards, and request that the contractor or company adhere to this policy.
- A record is kept of maintenance and calibration of all environmental control equipment.
- * Active ☺ heating, cooling, humidification, de-humidification, mechanical ventilation and lighting **Passive ☺ solar controls, natural ventilation and natural lighting

2.17 Surrogates and New Media

- RPM will aim to preserve some fragile or heavily-used material or objects through the making and use of surrogate copies. The selection for this will be by the Curator and based on an assessment of current and potential for use.
- Fragile items should be assessed by the Curator and a specialist conservator or staff trained in handling and preservation awareness before a surrogate is made.
- The condition of surrogates should be monitored and reviewed every two to five years as appropriate.
- For digital copies, the metadata should be recorded to provide all necessary details of the material's content, layout, format, mode, and density essential to its present and future accessibility.

2.18 Documentation

- RPM will document all activities and conservation measures covered by this policy, to the standards outlined in SPECTRUM.
- Every collections object should have a unique identifier and have a record on MimsyXG.
- All visual references, images, photographs of collection objects and activity associated with objects or buildings should be archived and documented on MimsyXG. If in a digital form they should be both stored on Asset Bank and recorded on MimsyXG.
- All condition and conservation reports will include reference to all visual documentation including photographs, and all reports should be recorded on MimsyXG, and hard copies must be filed with reference to the unique acquisition number in fireproof cabinets.
- RPM will seek to record the condition of collections on MimsyXG, according to their nature and significance, and aims to update records at intervals of not more than seven years.
- RPM will retain a record of the agreed access level for objects on MimsyXG. These records will be used as a basis for selection of handling collections and levels of use. Please see Section 2.13 Use of Collections

and Buildings, bullet point 2, for further guidance.

2.19 Emergency planning, procedures and response

- RPM employs an Incident Management Group (IMG) which meets every six months to review the RPM Disaster & Business Continuity Plan (BCP), the organisation's disaster preparedness and emergency plans, in light of any incidents that have occurred, or potential changes across all RPM sites. This group is formed of curatorial and conservation staff, and staff that represent each department at RPM.
- RPM provides appropriate and regular training to all staff in disaster protection and response.
- RPM provides suitable equipment and materials in Disaster Cupboards at all sites, at all times and this is reviewed every 3 months.
- Disaster response information (see RPM Disaster & Business Continuity Plan) is located in all collection holding areas.
- The RPM Disaster & Business Continuity Plan identifies external bodies whose services may be used in specific emergency situations.
- Risk assessments are made of hazards and these hazards are regularly monitored, and any incidents are acted upon.
- In the event of disastrous damage (as from flood, fire etc), RPM will take measures over and above those necessary for the day-to-day protection of collections, and put in place emergency arrangements and facilities.
- The relevant Curator, Senior Keeper: Conservation & Historic Buildings and Head of Collections, Interpretation & Learning must be notified immediately of any incident involving collections.
- All response teams will include at least one curator and one conservator, who will lead and supervise the handling and care of collections in the aftermath of an emergency.

2.20 Damage

- RPM is committed to minimising damage to objects, buildings and historic or decorated interiors, through use of preventative conservation and conforming to minimum standards. If damage is found by a member of staff (other than the relevant Curator) they must endeavour to inform and seek advice immediately from the relevant Curator or the Senior Keeper: Conservation & Historic Buildings.
- Where damage occurs to an object it is the responsibility of the Curator of each collection to ensure that a remedial assessment is taken promptly and implemented as appropriate. This assessment should be fully documented on MimsyXG to SPECTRUM standards. A record of such damage will also be monitored and filed by the Senior Keeper: Conservation & Historic Buildings.
- Where damage occurs to a building, or the fabric of the building interior, it is the responsibility of the Senior Keeper: Conservation & Historic Buildings, in conjunction with the Security & Fire Safety Manager as appropriate, to ensure

that through prompt action the buildings and collections are made secure and safe, to protect the building, the collections, staff and public.

- It is the responsibility of all RPM staff to be vigilant to any potential, perceived, or real damage to buildings and collections.
- An annual report of all damage occurring to buildings and collections is collated and reported to DMT to inform the RPM Business Plan.

3. Remedial Conservation

Remedial conservation is the active and possibly invasive treatment of an object, specimen, interior, or building to stabilise its condition, or enhance some aspect of its cultural or scientific significance for study and interpretation. The necessary remedial measures are based on a thorough understanding of how objects and specimens were originally constructed and construed, their previous conservation treatments, and the understanding and ability of the conservator to apply an appropriate technique.

Restoration involves the rebuilding of a building, area, object, specimen, image or recording, or a part of these, after the original has been damaged or destroyed, so as to restore it to its original condition. The necessary restoration measures are based on a thorough understanding of how objects and specimens etc were originally constructed and construed, their previous treatments and an understanding of the damage that has occurred.

3.1 Remedial Conservation Treatment

- RPM will conserve its collections and cultural property to the highest possible standard in accordance with best practice guidelines and the RPM Conservation Practice Procedures.
- RPM will work with the awareness that some conservation treatments could prejudice the future research value of an object. The emphasis of all remedial work will be on conservation. Restoration will only be undertaken when it is necessary for the aesthetic, historical or educational interpretation of the object.
- RPM observes that objects, and fabric of RPM buildings, will be selected for conservation treatment in consultation with all relevant parties: curator, project team, owner museum, exhibition team. Clear objectives for the remedial conservation of an object will be discussed and agreed between the Curator and the Conservator, and the criteria will include current object condition as well as the object's use requirements. In some circumstances it is advisable to have the objective in writing.
- RPM recognises that some objects may require further and more in-depth consideration before conservation work is undertaken on them, such as human remains or other objects which are significant for their spiritual

connotations. Please see RPM Care and Treatment of Human Remains Policy for further details.

- RPM agrees that it is the responsibility of the Conservator to determine the appropriate treatment to achieve the agreed objective, after the decision to conserve the object has been taken by the relevant Curator in consultation with the specialist conservator.
- RPM will employ in-house conservators or specialists to care and preserve the collections and cultural property where appropriate. Where there is no in-house expertise, outside agencies will be employed. Where remedial work is contracted out, conservators accredited by the Institute of Conservation (ICON), or those with demonstrable expertise in their specialist field, will normally be selected.
- Only trained conservators will carry out remedial treatment. Treatments may be carried out in RPM premises by less experienced conservators under the supervision of the RPM in-house conservation team.
- RPM endorses the use of volunteers, and as such they may be employed in basic object cleaning, as directed by and always under the supervision of a suitably qualified curator or member of the conservation team. Anything more than this should not be attempted unless specifically authorised and supervised by a Conservator.
- RPM aims to achieve the highest standards of conservation through the use of professionally experienced and qualified staff and state-of-the-art practice and materials.
- Work undertaken by RPM Conservators will conform to the standards set down in RPM Conservation Practice Procedures, best practice standards as outlined in the UKIC: Code of Ethics and Rules of Practice and ICON Professional Guidelines and Code of Ethics.

3.2 Restoration

- RPM will restore and reconstruct objects or cultural property where appropriate in order to promote or enhance their aesthetic, historical or educational value in accordance with RPM Conservation Practice Procedures and the best practice standards (as detailed above).
- All reconstruction undertaken by RPM will be based upon historical, literary, graphic, pictorial, archaeological, cultural, and scientific evidence, and on the basis of an assessment of significance.
- RPM is aware that restoration of its historic buildings and their interiors may require the authorization or involvement of other bodies, such as; English Heritage and other interested stakeholders such as the Royal Collection as applicable.

- Clear objectives for reconstruction will be discussed between the Curator and the Conservator before restoration is undertaken. It is advisable to have this in writing, and the work must be documented on MimsyXG to SPECTRUM standards.

4. Bibliography

The documents and publications referred to within this policy are:

- Benchmarks in Collections Care for Museums, Archives and Libraries 2.0, Collections Trust, 2017
- SPECTRUM 5.0 The UK Museum Collections Management Standard, London: Collections Trust, 2017
- Museums Association, Disposal Toolkit: Guidelines for Museums, London: Museums Association, 2008, revised 2014
- Museums Association, Code of Ethics, London: Museums Association, 2008, revised 2015
- Museums and Galleries Commission Care of Collections Guidelines No 4, London: Museum and Galleries Commission, 1994
- PAS 197:2009 Code of practice for cultural collections management, London: British Standards Institution, 2009
- PAS 198:2012 Specification for managing environmental conditions for cultural collections, London: British Standards Institution, 2012
- PD5454:2012 Guide for the storage and exhibition of archival materials, London: British Standards Institution, 2012
- www.reorg.info UNESCO and ICCROM Storage Evaluation Tool, Version 1.0, 2011
- www.artscouncil.org.uk Department for Culture, Media & Sport, Government Indemnity Scheme: Guidelines for Non-national institutions, London: Arts Council England, 2012
- www.collectionslink.org.uk Museums and Galleries Commission Security Guidance Notes
- www.collectionslink.org.uk Museums and Galleries Commission: Standards for Touring Exhibitions, 1995
- www.collectionslink.org.uk Museums and Galleries Commission: Standards in Museum Care for Large and Working Objects, London: Museum and Galleries Commission, 1994
- www.icon.org.uk Code of Ethics and Rules of Practice, United Kingdom Institute of Conservation of Historic and Artistic Works (UKIC), 1996
- www.icon.org.uk ICON Professional Guidelines and Code of Ethics, Brussels, 2002
- www.legislation.gov.uk Health and Safety at Work etc Act, 1974, London: Health and Safety Executive, 1974

Internal documents:

- RPM Collections Care and Conservation Plan, 2017
- RPM Collections Development Policy, 2018
- RPM Collections Documentation and Information Policy, 2018
- RPM Collections Management & Documentation Procedure Manual, 2018
- RPM Disaster & Business Continuity Plan, 2017
- RPM Business Plan, 2018
- RPM Sustainability Action Plan, 2013
- RPM Security Policy
- The Keep Collections Statement, 2013

3c Royal Pavilion & Museums Collections Documentation and Information Policy

Date at which this policy is due for review: January 2021

1. STATEMENT OF PURPOSE

Royal Pavilion & Museum's (RPM) vision is to provide museums that play a vital role in making Brighton & Hove a fantastic place to live work and visit, and inspire people to build a more sustainable and socially just world. Our mission is to preserve the past to inform the present. Using the outstanding collections, buildings and knowledge in our care, we will challenge and inspire our visitors to positively shape their future. Our sustainable museums will support the economy of Brighton & Hove, promote personal well-being, and celebrate diversity.

We aspire to transform into a resilient organisation with a reputation for vibrancy and relevance, renowned for its digital innovation and inspiring a sense of shared ownership, and where our work is driven by creative collaborations with local communities and partner organisations.

RPM collects, rationalises and disposes of collections within the remit and guidelines set out in this Collections Development policy document, in line with our current Business Plan. The aims for our 2018-22 Business Plan are:

- Be more strategic in caring for and developing our natural, scientific and cultural resources for present and future generations.
- Develop a distinctive offer at each of our five sites and online to support learning, creativity and well-being
- Actively engage more people in understanding, developing and / or interpreting our shared collections, including a focus on children and young people
- Build a co-operative, sustainable and resilient organisation that supports the wider cultural sector
- Ensure the organisation and its work reflects the diverse culture of contemporary society

All five aims are supported by the RPM Collections Development Policy, especially in the areas of the following key activities:

- Public programming
- Learning and community engagement
- Digital engagement
- New galleries
- City-wide initiatives
- Accreditation standards
- Building collections knowledge
- Developing the collections to maintain the contemporary record
- Sustainable use of all resources – sites, collections and assets
- Maximising income generation and fundraising
- Improving RPM's profile and brand
- Digital potential for building sustainable and resilient organisation
- Developing and sustaining partnerships
- Developing processes to support the organisation deliver efficiently and effectively
- Shared ownership
- Supporting museum development through sharing our expertise
- Developing and championing diversity

RPM is accountable for all objects and buildings in its care, and the history of each object and a record of any activities associated with it must be kept. This policy is designed to ensure that RPM fulfils its responsibilities in relation to security, management and access to the collections.

The policy aims to:

- establish that professional standards in collections management are maintained as per PAS 197.2009 Code of Practice in Collections Management
- establish that professional standards in documentation procedures and collection information as described in current SPECTRUM standards need to be maintained
- improve accountability for collections
- extend access to collections information
- strengthen the security of the collections

Throughout this document where the term 'objects in the care of RPM' is used, this includes the permanent collection, objects on loan, unaccessioned or previously undocumented items, temporarily deposited objects, and support collections.

This policy is supported by procedures detailed in the RPM Collections Management & Documentation Procedure Manual, and a plan of action illustrated in the RPM Collections Documentation Plan.

2.POLICY

2.1 Acquisition

This is the documenting and managing the addition of objects and their associated information to the RPM collection.

- RPM will collect objects in line with the current RPM Collections Development Policy.
- The decision to acquire will have been made by Curatorial presentation of the reasons to acquire and the risks associated with the acquisition at the Collections Development Panel meeting.
- RPM Curators will obtain RPM the legal and unambiguous title of the object by asking the owner to complete and object entry and/or transfer of title form.
- RPM Curators will ask any donor or depositor to assign all rights associated with the object to RPM.
- RPM Curators will aim to acquire all relevant, appropriate information and supporting contextual documents alongside the acquisition of the object, see current SPECTRUM standards for further details of types of supporting documents that should be acquired and retained.
- RPM Curators commit to abide by acquisition procedures detailed as part of current RPM Collections Management & Documentation Procedure Manual, these include assigning a unique number to the object, recording the acquisition in the RPM Accession Register, and documenting the acquisition of the object on MimsyXG.
- RPM will send acknowledgement to the Donor as per current SPECTRUM standards.

2.2 Object Entry

This is the management and documentation of the receipt of objects and associated information which are not currently part of the RPM collection.

- RPM commits to maintaining current SPECTRUM standards in relation to object entry procedures.
- RPM Curators will establish the terms under which the object are received, and as appropriate enter the collection.
- RPM will use an Object Entry Form to initially record receipt of the object and provide a receipt for the owner or depositor. This form will indicate:
 - the reason for receipt for the object
 - determine the finite end of the review of a deposit, as appropriate.
 - record details of the owner/depositor.
 - transfer the title of the object to RPM, if required at the time. (if not transferred at entry, and the object is retained, then a Transfer of Title form will be used at the point of acquisition).
 - Capture key information about the object
 - Any insurance details, value and additional information.
 - Must be completed with owner/depositor's signature and that of the RPM relevant Curator.
- RPM Curators will use temporary labelling procedures to uniquely identify the newly received object or group of objects and enter the object details onto MimsyXG, under a unique entry number and include the objects current location.

2.3 Loans In and Out

Managing and documenting the borrowing of objects for which RPM is responsible for a specific period of time and for a specified purpose; usually exhibition, but also research, conservation, education etc.

- RPM commits to maintaining current SPECTRUM standards in relation to loans in and out procedures.
- All Loans requests are assessed according to the current RPM Loans Policy. The RPM Loans Policy, a standard set of conditions and procedures can be found in the current RPM Collections Management & Documentation Procedure Manual.
- RPM will enable the same level of care of the borrowed object as if it were part of the RPM permanent collection.
- RPM will complete written agreements between borrow and lender before the loan commences, ensuring that the loan is for a fixed period of less than five years, and will regularly review its 'long term' loans in and out.
- RPM will ensure and stipulate that the terms and conditions of the loan as agreed are adhered to.
- RPM will ensure that a written record is retained and that up to date information about the location, security and physical wellbeing; environment and condition of the loan objects are maintained on MimsyXg.
- RPM will provide insurance or indemnity for the loan period
- RPM will record sufficient information about the objects so that each object that RPM is legally responsible for can be accounted for, identified, and up-to-date information can be provided as required.

2.4 Inventory Control

This is the maintenance of up-to-date information accounting for and locating all objects for which RPM has a legal responsibility. This may include objects on loan, unaccessioned or previously undocumented items, temporarily deposited objects and support collections.

- RPM commits to maintaining current SPECTRUM standards in relation to inventory control.
- RPM will record sufficient information about the objects so that each object that RPM is legally responsible for can be accounted for, identified, and up-to-date information can be provided as required.
- A regular audit of inventory information will be undertaken quarterly, and results reviewed and systems and procedures updated accordingly.
- RPM is committed to following procedures that maintain up-to-date information locating the current whereabouts of all objects for which RPM has a legal responsibility.
- RPM aims to provide a reference to ownership of each object.
- RPM recognises that it is desirable to have a photographic image of each object, preferably attached to a collections management system (MimsyXG) object record where feasible.
- Every item in a museum collection must carry its unique identity number at all times, so that it can be linked to the information a museum holds about the object. Therefore the labelling, numbering and marking of RPM objects should occur within a maximum of one month from acquisition.
- All labelling or marking of RPM objects with a unique number carried out by the Collections or Conservation Team will be done using a reversible method and adhere to the guidance on methods and position of object labelling as outlined in RPM Object Marking and Labelling Procedures. The proposed temporary object labelling methods for different objects and materials have been agreed by conservation and curatorial staff.
- Prior to the use of any identified methods for the labelling of RPM objects, the health and safety risks associated with the method will be assessed to ensure safe working practices are used at all times

2.4 Location and Movement Control

This is the documentation and management of information concerning the current and past locations of all objects or groups of objects in the organisation's care to ensure the organisation can locate any object at any time. A location is a specific place where an object or group of objects is stored or displayed.

- RPM commits to current SPECTRUM standard procedures for managing and documenting location and movement control.
- RPM will enable access to location information by, at the very least, object number and by location name.
- The location and movement of objects is governed by this policy when such activities take place within the physical and administrative boundaries of the service (e.g. locations where movement can take place before the need to use an Object Exit Form). These boundaries include:
 - Brighton Museum & Art Gallery
 - Hove Museum & Art Gallery
 - Preston Manor
 - The Royal Pavilion

- The Booth Museum of Natural History
 - The Keep
 - Offsite store
 - The Old Courthouse
 - Palace Place conservation studios
 - William IV Gatehouse
 - Northgate House
 - Other council-run buildings across the city of Brighton & Hove
- RPM will record the location where an object is normally displayed or stored.
 - RPM will record the location of an object when it is not at its normal location.
 - RPM will be able to provide an up-to-date record of the relocation of an object within the physical or administrative boundaries of the organisation.
 - RPM will maintain up-to-date records of any movement of an object across the physical or administrative boundaries of the organisation.
 - RPM will record the person responsible for moving an object.
 - RPM will maintain a list of people permitted to view and amend location and movement records. This list is maintained through access permissions set in MimsyXG.
 - RPM will provide a record or a statement of the persons responsible for authorising object movement (see RPM location and movement control procedures).
 - It is the responsibility of the Keeper, Curator or manager of the collection (or the specific object) to ensure that the RPM location and movement control procedures are adhered to.
 - RPM commits to maintaining an up-to-date record of all object locations in the collections management system, MimsyXG. Exceptions to this are:
 - The Booth Museum, who use the SPECOL database for recording all locations except those for Vertebrate material.
 - The Keep which use a separate inventory management system (IMS) to maintain detailed movement control for objects held within The Keep. MimsyXG will maintain a high-level record of the location of these archives, where the object catalogue entry will be associated with the location of The Keep, and a container number, but not with each user and each movement within the building.
 - RPM will provide a history of an object's previous locations, while in the organisation's care.
 - For RPM objects on loan to other organisations, the loans out policy and procedure will be adhered to. This includes recording the name of the organisation the object is on loan to and, if possible, the building in which it will be used for display, research etc.

2.5 Cataloguing

This is the compilation and maintenance of key information, formally identifying and describing objects. It may include information concerning the provenance of objects and also collections management documentation e.g. details of acquisition, conservation, exhibition and loan history, and location history. It need not bring together in one location everything known about an object, but should provide cross-references to any other relevant information source known to RPM.

- RPM will provide a level of description sufficient to identify an object or group of objects and its differences from other similar objects.
- RPM will provide an historical archive relating to an object or cross-references to sources where information can be found.
- RPM collections management system, MimsyXG, is designed to allow convenient access using indexes or free-text retrieval, and this will be maximised by continuous review and revision of data.
- The aim is to catalogue to the most in-depth level, and within reason produce full catalogue records for all objects held by RPM. The RPM Collections Documentation Plan, written in line with the RPM Business Plan, outlines the timescale and targets to achieve this.

2.6 Object exit

This is the management and documentation of objects leaving RPM's premises.

- RPM will ensure that the legal requirements, and RPM policies and procedures, are fulfilled when objects leave its premises.
- RPM is committed to be able to account for the exit of all objects from its premises, including those which have been deposited as offers or for identification or loaned.
- RPM keepers and curators will maintain location information for accessioned objects leaving the organisation's premises.
- RPM keepers and curators will ensure that all objects leave with appropriate authorisation.

RPM keepers and curators will ensure that a signature of acceptance from the recipient is always obtained when transferring custody of an object between parties. Where the first recipient is a courier it may also be necessary to get a signature from the person or organisation to which it is delivered.

2.7 Security and Preservation of RPM Catalogues and Documentation

The security and preservation of the documentation, knowledge and information relevant to, produced by and held by RPM is paramount to the organisation's business continuity.

Documentation must be physically secure. RPM commits to putting measures in place to ensure the physical security and long-term preservation of all documentation records, whether paper or computerised.

- Digital records will be backed up and stored securely.
- Access to hard copy records will be via a designated member of staff, usually the relevant curator.
- Duplicate hard copy records will be maintained at a separate site from the originals.
- At RPM we consider the potential obsolescence of electronic systems. As part of RPM Business Continuity Planning (BCP), a plan to restore and renew these systems is monitored and implemented in order to ensure long-term accessibility of the information held.
- With digital records held in MimsyXG there is the ability to set security and manage authorisation permissions to read, edit and delete records. These security settings are used to prevent unauthorised persons from changing records.

2.8 Insurance and indemnity management

This means the documenting and managing the insurance needs of objects both in RPM's permanent collection and those for which it is temporarily responsible.

- RPM ensures that all the objects in an organisation's care are appropriately insured within the terms of legal and statutory requirements, and the terms of the organisation's policy.
- RPM insurance is managed corporately by Brighton & Hove City Council (BHCC), who arrange for insurance policies to be drawn up under long-term agreements on the basis of three to five years.
- BHCC and RPM commit to reviewing insurance policies annually.
- BHCC officers working with RPM will ensure that current insurance liabilities are up-to-date
- RPM will ensure that there is indemnification in place for all eligible objects in the organisation's custody and while in transit.
- BHCC and RPM will make sure that the appropriate minimum liability sum or excess is available to be paid if required.

2.9 Valuation control

This means the management of information relating to the financial valuations placed on individual objects, or groups of objects, normally for insurance and indemnity purposes.

- RPM ensures that valuation information is available as required to support the organisation's needs.
- RPM policies and procedures used for valuation are approved and applied consistently across collections and museum sites.
- RPM ensures that valuation information is treated as confidential, valuation information is maintained in object history files and on MimsyXG and is only accessible to curatorial staff and other RPM or BHCC officers on request and as required.

2.10 Audit

This is the examination of objects or object information, in order to verify their location, authenticity, accuracy and relationships.

- RPM maintains, manages and documents a regular review of the objects in its collections and the information relating to them.
- RPM uses an audit process to ensure that all relevant object-related documentation is updated as required in a timely manner, and ensures that the audit of objects is based on the physical presence of the objects.
- RPM ensures that remedial action is taken as required, following discovery of missing objects, wrongly or inadequately documented objects, or undocumented items.

2.11 Rights management

The management and documentation of the rights associated with the objects and information for which the organisation is responsible, in order to benefit RPM and to respect the rights of others.

- RPM keeps up-to-date with and takes account of relevant rights legislation, and monitors changes.
- RPM ensures that the rights of others are respected by RPM and BHCC, and any other third-party users.
- RPM works to ensure that the rights of RPM and BHCC are respected by others.

- RPM curators ensure research into all associated rights is carried out as soon as new material is acquired, and this is fully documented within the object history file and MimsyXG.
- When acquiring new acquisitions RPM will always ask for copyright over the work or object so that RPM can use it to its full public benefit. (See current RPM Rights Policy).
- When RPM commissions works, all intellectual property rights (IPR) are assigned to the organisation.
- When RPM creates new material it records the associated rights in MimsyXG, or in RPM's digital asset management system – Asset Bank – as appropriate.
- RPM records and monitors changes, and maintains full details of all associated rights in the relevant database.
- RPM ensures that any contract negotiations for the use of IPR assets are carried out, taking into account the issues of legal entity, legal restrictions, funders' requirements and the tax situation.

RPM is committed to an awareness of material sensitive to publication right (and other rights), and that any publication rights remain the property of RPM and are not accidentally lost.

2.12 Retrospective documentation

This is the improvement of the standard of information about objects and collections to meet current SPECTRUM minimum standards by the documentation of new information for existing objects and collections.

- RPM defines that the primary purpose of RPM's documentation system, MimsyXG, is to establish accountability, increase access and record actions regarding RPM collections.
- RPM has a documentation backlog and RPM curators commit to working towards reducing this backlog through regular projects and programmes of documentation.
- Every item in RPM's collections must carry its unique identity number at all times, so that it can be linked to the information the museum holds about the object. RPM curators will endeavour to create one database record in MimsyXG for each object, or group of objects, which includes at least its unique number, simple name, description and location.
- RPM will review progress on reducing the backlog on a regular basis.
- RPM will work towards an overall improvement in the quality of information held about objects and collections.
- All RPM staff are committed to improving the information, and accessibility to that information, for the benefit of RPM and the public.

2.13 Outsourced management of collections

This relates to BHCC collections that are outsourced to a third-party organisation for management. This could refer to collections that are:

- being managed day-to-day by another organisation, e.g. RPM collections at The Keep (a BHCC/East Sussex County Council/University of Sussex partnership), which East Sussex County Council runs day-to-day;
- or objects that are on loan to other organisations for the purpose of display or research.

- For RPM objects on loan to other organisations for an anticipated period of less than five years, see current RPM Loans Policy and procedures found in the current RPM Collections Management & Documentation Procedure Manual.

3.BIBLIOGRAPHY

The documents and publications referred to within this policy are:

- Collections Trust, PAS 197:2009 Code of practice for cultural collections management, 2009
- Collections Trust, SPECTRUM 5.0 (2017)

Internal documents:

- RPM Collections Care and Conservation Policy, 2018
- RPM Collections Care and Conservation Plan, 2018
- RPM Collections Development Policy, 2018
- RPM Collections Documentation Backlog Plan, 2013
- RPM Collections Management & Documentation Procedure Manual, 2018
- RPM Disaster & Business Continuity Plan, 2017
- RPM Business Plan, 2018
- BHCC Sustainability Policy, 2013, & RPM Sustainability Action Plan, 2013
- Keep Collections Statement, 2013

3d Royal Pavilion & Museums Loans Policy

To be developed for approval by Tourism, Development & Culture Committee in March 2018

3e Royal Pavilion & Museums Documentation Procedure Manual

Date at which this policy is due for review: January 2021

Introduction

What is this document?

This Documentation Procedure Manual is a requirement of the Accreditation Standard and the procedures detailed within it are written in accordance with SPECTRUM standards.

The manual is to give guidance to those responsible for the management of objects in the permanent collections to ensure the safe, secure and effective management of the objects in those collections. It also supports any training that may be given to volunteers, interns, placements who are with the service and working with object management. It also serves as a document outlining the variety of tasks carried out by teams within the service, especially the collections team but also the learning and programming teams and it is available to any member of staff within the service.

Where is the manual kept?

A hardcopy will be held at each site, and a digital copy can be accessed by all staff via a computer, read only copy which is saved on the Royal Pavilion & Museums shared X: Drive

How was the manual produced?

This 2018 version replaces the RPM Documentation Procedure Manual originally written 2005, revised 2009 and again in 2013, with one amend in 2017. It has been compiled by a team of Curators and Keepers, the Senior Keeper and the Head of Collections, Interpretation & Learning.

Are there meetings to communicate and support the use and development of the manual?

Collections Meetings are held monthly to discuss any issues, developments across all areas of collections management, including additions or changes to this document. These are chaired by the Senior and attendees are primarily Keepers, Curators and Assistant Curators and some Conservators. Other colleagues are invited as required.

Other meetings which support procedures are held monthly or bi-monthly, these include:

- RPM Collections Development Panel o Acquisitions & Disposals are discussed and
- RPM Loans Panel o Loans In and Loans Out are discussed and agreed monthly
- The Keep Management Team Meeting o Collections management and operational issues relating to The Keep are discussed and agreed by partners

A list of the attendees, the agendas and minutes for these meetings can be found on the X: Drive.

Object Entry Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- RPM Collections Development Policy 2018
- Object Entry Form
- Oral History Consent Form/ Booth Museum Enquiry Form/ Booth Loan Form (as appropriate)
- Condition Report Form (3d or 2d as appropriate)

- Daybook (as appropriate)
- MimsyXG
- Label

Basic Steps

1. Read and understand the relevant section of RPM Collections Documentation & Information Policy 2018, and RPM Collections Development Policy (if appropriate) and the associated Terms and Conditions.
2. Be aware of the legal environment in which deposits may be accepted
3. Be aware of the SPECTRUM procedure which will inform you of the types of information to record about a deposit
4. Fill in the Entry form (ensure that the terms and conditions are understood by any parties involved in filling out the form)

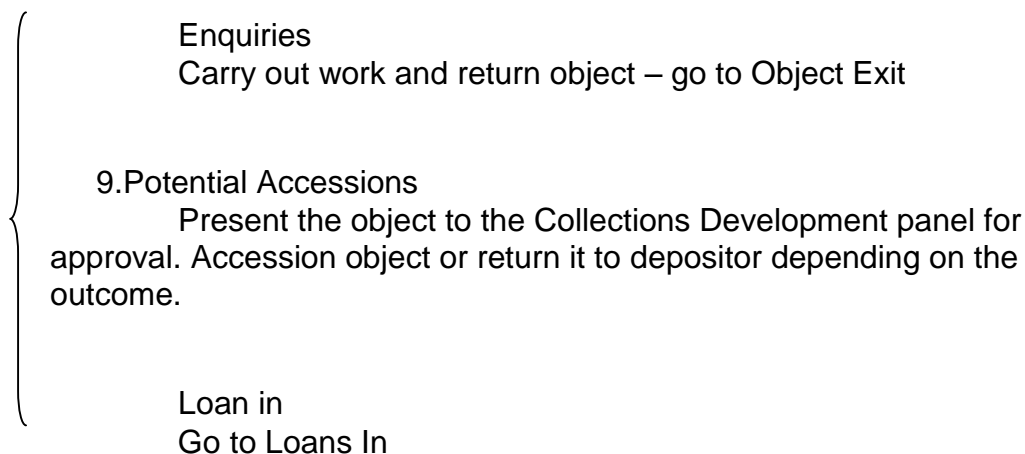
Oral Histories will need Consent Form and a Data Form. Oral History deposits are recorded on the Oral History chart (a list of recordings to be accessioned). Object name/interviewee, date of acquisition/recording, physical description (minidisk etc).

The Booth Museum has separate forms for Enquiries and Loans In.

5. Fill in a separate 3d or 2d condition report if the deposit is an enquiry or loan in.
6. Assign an Entry number (or Accession number if the deposit was expected), Enquiry or Loan In number to the deposit. Create an entry record and catalogue record in MimsyXG. The MimsyXG entry record should be created in Acquisition, Entry or Loans Activities, as appropriate to the activity.
7. Additionally certain collections record object entry in a daybook;
 - World Art – Daybook for enquiries, expected and unexpected deposits for consideration for the permanent collection and loans in; Loans In also have a separate file.
 - Costume & Textiles – Daybook for enquiries, expected and unexpected deposits and loans in. Loans In also have a separate file.
 - Toys, Film & Media - Daybook for enquiries, expected and unexpected deposits.
 - Decorative Art - Daybook for expected deposits or un-expected deposits considered suitable for the permanent collection. Loans In are kept in a separate file.
 - Natural Sciences – Daybook for expected and unexpected deposits, Enquiry and Loans In books are separate.
 - Fine Art - Fine Art Stock Book for expected deposits or un-expected deposits considered suitable for the permanent collection. Loans In are kept in a separate file.
8. Label the object with the entry number or secure the blue copy of the Object Entry Form to the object. (If it's an object for the permanent collection and has

been agreed at Collections Development Panel, follow the Object Marking and Labelling procedure.)

9. Record the Current Location, (and Store Location if appropriate) of the object on MimsyXG. The recommendation is to do this if the object is to be left unattended overnight. There are three secure cabinets for deposits arriving in the Local History & Archaeology department. Dead vertebrates (such as fur and wool) should be quarantined, or at a minimum securely wrapped in polyethylene, prior to entering galleries or storage areas.



Acquisition Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- RPM Collections Development Policy 2018
- Object Entry/Transfer of Title Form
- MimsyXG

Basic Steps

1. Read and understand the Acquisition section of the RPM Collections Documentation & Information Policy 2018.
2. Read and understand the RPM Collections Development Policy and the associated Terms and Conditions.
3. Be aware of the legal environment in which objects can be acquired.
4. Be aware of the SPECTRUM procedure which will inform you of the types of information to record about an acquisition.
5. Ensure that an Object Entry Form exists for all objects entering the permanent collections, with a signature as proof of transfer of title.
6. Create a catalogue record and acquisition activity record on MimsyXG for all objects accepted into the permanent collections in accordance with the RPM Collections Development Policy. Records must be created to at least 'Core'

standard (see field level help in the Object Authority Record Level field in MimsyXG) for all objects entering the permanent collections from June 2005.

7. Mark the object with a unique ID number (see field level help in the Object Authority ID/Acc No field in MimsyXG). The object should be marked in accordance with the Object Marking and Labelling Procedure.
8. If the donor wasn't present at time of donation, a copy of the Object Entry/Transfer of Title form should be sent to the donor with a letter thanking them for their donation.

Object Marking & Labelling Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- MimsyXG
- Marking equipment e.g. 2b pencil, pigma pen, white pen
- Labelling equipment e.g. acid free tags, paper, varnish, cotton tape

Basic steps

1. Read and understand the relevant section on Object Marking and Labelling in the RPM Collections Documentation & Information Policy 2018 (supplement)
2. Be aware of the legal environment surrounding Object Marking & Labelling.
3. All labelling or marking of objects must be carried out using a reversible or temporary method. (see Object Marking & Labelling Guidance for further information)
4. All objects should be labelled with entry number/ accession number/ loan number at time of entry using a temporary method; e.g. acid free tag with pencil written number tied to or kept with the object
5. All items accepted into the permanent collection should be labelled with a more permanent reversible number when entering the collection.
6. Prior to the use of any identified methods for the temporary labelling of museum objects, the health and safety risks associated with the method will be assessed to ensure safe working practices are used at all times
7. During an audit or inventory, objects identified as having been accessioned but not labelled or marked, will be labelled or marked using a temporary method outlined in Object Marking & Labelling Guidance.
8. Each object should be examined carefully prior to labelling, and particular regard given to both the characteristics and the physical properties of the object before labelling. See Object Marking & Labelling Guidance document for further information on where and how to attach labels or mark an object.
9. Any changes to the method of object labelling will need to be agreed at Collections Meeting after discussion with a Conservator

Cataloguing Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- MimsyXG
- Object Data Sheet

Basic steps

1. Read and understand the relevant Cataloguing section of the RPM Collections Documentation & Information Policy 2018.
2. Be aware of the legal environment surrounding Cataloguing.
3. Be aware of the SPECTRUM procedure for Cataloguing.
4. When an object or group of objects is accessioned into the permanent collections create a catalogue record in MimsyXG within one month of the object or group of objects being presented at the Collections Development Panel meeting.
5. If MimsyXG is not available for any reason at the time of cataloguing, make sure all relevant information is recorded on an object data sheet and entered into MimsyXG when access to the system is next available.

Object Exit Procedure

Documentation/Equipment needed:

- RPM Collections Documentation & Information Policy 2018
- Object Exit form MimsyXG

Basic steps

1. Read and understand the relevant Object Exit section of the RPM Collections Documentation & Information Policy 2018.
2. Be aware of the legal environment surrounding Object Exit.
3. Be aware of the SPECTRUM procedure for Object Exit.
4. Ensure that the exit of any object from the boundaries of the service has been approved by the Collections Development Panel, unless the object has been accepted in for Enquiry or Identification purposes.
5. Make sure that the proper arrangements have been made for the transportation of the object. (see Object Exit Guidance)
6. Fill out the Object Exit Form, ensuring that this includes a signature from the remover. If this is a courier a signature will also be required from the person or organisation to which it is being delivered.

7. Copies of the Exit Form are stored by the Keeper or Curator with overall responsibility for the collection to which the object belongs.
8. The new location of the object must be updated in MimsyXG by creating a new location activity record.

Location and Movement Control Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- Movement Slips mimsyxg

Basic steps

1. Read and understand the Location and Movement Control section in RPM Collections Documentation & Information Policy 2018.
2. Be aware of the legal environment surrounding Location and Movement Control
3. Be aware of the SPECTRUM procedure for Location and Movement Control
4. When an object enters, exits, and is moved update the MimsyXG database with its current location.
5. An object in the permanent collection should preferably have its storage location recorded on MimsyXG, to ensure effective storage when not on display.

A Location/Movement Slip should be filled. Attach the blue copy to the object (this may not be appropriate if an object is going on display), leave the yellow copy in the space, place the white copy in a folder with the member of staff responsible for the object and use it to update the MimsyXG database.

Deaccession & Disposal Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- RPM Collections Development Policy 2018
- Object Exit/Transfer of Title Form
- mimsyXG

Basic Steps

1. Read and understand the Deaccession & Disposal section of the RPM Collections Documentation & Information Policy 2018. (supplement)
2. Read and understand the RPM Collections Development Policy 2018 and the associated Terms and Conditions
3. Be aware of the legal environment in which objects can be disposed.

4. Be aware of the SPECTRUM procedure which will inform you of the types of information to record about a disposal.
5. Ensure that an Object Exit Form exists for all objects exiting the permanent collections, with a signature as proof of transfer of title, as appropriate.
6. Create a disposal activity record in MimsyXG for all objects to be disposed of in accordance with the RPM Collections Development Policy. Catalogue records for objects to be disposed of must be to at least 'Core' standard (see field level help in the Object Authority Record Level field in MimsyXG) for all objects exiting the permanent collections from August 2013. See Deaccession & Disposal Guidance for further information on documenting disposal.
7. If the final recipient isn't present at time of Object Exit, a copy of the Object Exit/Transfer of Title form should be sent to the recipient.

Audit Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- Audit Guidance documents
- Object handlist (Crystal Report/Excel sheet)
- MimsyXG

Basic Steps

1. Read and understand the relevant Audit section of the RPM Collections Documentation & Information Policy 2018.
2. Be aware of the legal environment in which objects can be audited.
3. Be aware of the SPECTRUM procedure which will inform you of the types of information to record about an audit.
4. Read the Audit Guidance before carrying out an audit exercise.
5. As a result of the inventory project 2006-2009 RPM currently regards up to date locations as the main driver for carrying out audit exercises. As such it is sufficient to audit a sample selection of objects from one or more locations for an audit exercise. An information audit may be required for various reasons (see Audit Guidance for further details).
6. An audit sample can include both objects on display and in store. You should pick individual objects to audit where possible.
7. The audit exercise can be carried out in one of two ways. Either a handlist, created in mimsy and exported to excel or crystal to be printed out, can be used to carry out physical location checks on objects in store or on display. Or a list of objects in store or on display can be made and then cross referenced back to the information in the database.

8. To ensure object safety, staff safety and consistency of reporting across collections, a member of Curatorial staff, (or their delegated representative*) should be present during an audit where the following are checked;
 - Condition check of object
 - Updating labelling and marking of objects (see the Marking and Labelling Guidance)
 - Taking a digital image where one does not already exist (if legally possible) and follow the Reproduction Guidance for cataloguing and storing this image.
9. The audit can also be used as an opportunity to reassess the environmental, storage and security needs of objects provided that there is a suitably qualified or experienced person present during the audit.
10. Be aware when conducting an audit that resolution of some problems may require a partial or full collections or information inventory.
11. Be aware that before starting an audit it may be necessary to lock MimsyXG records for the objects being audited until the audit is complete.
12. During the audit:
 - Clarify that the object is in its correct location
 - Record the information collected during the audit into MimsyXG
 - Update or amend information on MimsyXG as required with any discrepancies. Discrepancies advice can be found in Audit Guidance.
13. Post-audit action:
 - Record the information collected during the audit into the Audit activity module on MimsyXG
 - Update or amend information with any discrepancies on relevant modules in MimsyXG as required. Discrepancies advice can be found in Audit Guidance.
 - Missing objects require immediate reporting to the Keeper/ Curator (if not present), and then escalated to Head of Collections , Interpretation and Learning; Security Officer; Duty Managers; Conservators and Historic Building Officers, as appropriate.
14. If the audit highlights a flaw in documentation procedures (e.g. inaccurate movement control resulting in objects being mislaid), the relevant procedure will be reviewed, revised or reinforced as required. It is then advisable to reaudit affected objects to ensure that the procedure is working effectively.

*Delegated representative will be a Volunteer, Subject specialist, or member of Conservation or Historic Buildings Team, who is trained in Object Handling and has been given verbal or written instructions from the Keeper or Curator of the collection.

Retrospective Documentation Procedure

Documentation/Equipment Needed:

- RPM Collections Documentation & Information Policy 2018
- RPM Collections Documentation Plan 2013
- RPM Business Plan 2018
- MimsyXG
- Microsoft Excel
- Object Catalogue Sheet/Handlist
- Accession Registers/ Daybooks/ Index Cards/ Object History Files/ Catalogues (as appropriate)

Basic steps

1. Read and understand the relevant Retrospective Documentation section of the RPM Collections Documentation & Information Policy 2018.
2. Be aware of the legal environment surrounding Cataloguing and Retrospective Documentation.
3. Be aware of the SPECTRUM procedure for Retrospective Documentation
4. Read and be aware of RPM Business Plan and the RPM Collections Documentation Plan 2013.
5. RPM's collections management and documentation system is MimsyXG, and should be the primary tool used to establish accountability and access to objects and collections. All retrospective documentation should be entered directly into MimsyXG where possible.
6. If there is no access to a computer, the network and therefore MimsyXG use an excel spreadsheet template. The spreadsheet should be upload or entered onto MimsyXG after its completion.
7. If there is no access to a computer or laptop, then use hardcopy cataloguing sheets, and enter the data directly onto MimsyXG after completion of data gathering.
8. To enhance object catalogue records, attribute acquisition information and to reconcile inventoried temporary numbered objects research will be required. This may involve consulting a Subject Specialist, previous Curators, and researching the object in hardcopy documentation such as Accession Registers, Daybooks, Index Cards, Object History Files and published Catalogues (as appropriate).
9. Review progress on the overall improvement in the quality of information on a regular basis.

3f Royal Pavilion & Museums Rights Policy

To be developed for approval by Tourism, Development & Culture Committee in March 2018

3g Royal Pavilion & Museums Digital Preservation Policy

To be developed for approval by Tourism, Development & Culture Committee in March 2018

3h Royal Pavilion & Museums Human Remains Policy

Date at which this policy is due for review: January 2021

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1. Introduction

- 1.1 This Policy covers collections held by Royal Pavilion & Museums (referred to as “the Service”).
- 1.2 Human remains have a unique status within museum collections. They have the potential to make a contribution to the public good, through research, teaching and, in appropriate cases, display. In many instances they also have a personal, cultural, symbolic, spiritual or religious significance to individuals and/or groups. This places a special responsibility on those museums that hold them.
- 1.3 The Service acknowledges the Department of Culture, Media & Sport’s (DCMS) Guidance for the Care of Human Remains in Museums (2005) (referred to as “the DCMS Guidance”) and this publication is used as a reference throughout this Policy.
- 1.4 The Service’s present position on the care and use of human remains is set out within this document. It will be reviewed at least every five years, in tandem with the Service’s Collections Development Policy (2018).

2. What does “Human Remains” mean?

- 2.1 The definition of human remains for the purposes of this Policy follows that given in the DCMS Guidance:

The term human remains is used to mean the bodies, parts of bodies and cremated remains, of once living people from the species *Homo sapiens* (defined as individuals who fall within the range of anatomical forms known today and in the recent past). This includes osteological material (whole or part skeletons, individual bones or fragments of bone and teeth), soft tissue including organs and skin, embryos and slide preparations of human tissue.

In line with The Human Tissue Act 2004, the definition does not include hair and nails, although it is acknowledged that some cultural communities do give these a sacred importance. Human remains also include any of the above that may have been modified in some way by human skill and/or may be physically bound-up with other non-human materials to form an artefact composed of several materials. Another, but much smaller, category of material included within this definition is that of artworks composed of human bodily fluids and soft tissue. (Taken from DCMS Guidance, p9)

- 3. Where it is known that cultural communities give hair and nails sacred importance, this material will be treated in the same way as human remains according to the above definition and as outlined below. **Current scope of human remains in the collections**

- 3.1 The Service holds more than 1,500 pieces of human remains in four of its collections: Natural Sciences, Archaeology & Local History (which includes Egyptology), World Art and Decorative Art. The remains fall into the following categories:

Collection	Material
Natural Sciences	Osteology
	Histology/pathology
Archaeology & Local History	Osteology
	Cremated remains
	Artefacts, including teeth
Egyptology	Mummified remains
World Art	Artefacts
Decorative Art	Artefacts

Natural Sciences hold some prehistoric material but the vast majority of human remains are no more than 200 years old.

The material from Archaeology & Local History is almost exclusively from Sussex. The Sussex holdings include known human skeletal material (unmodified) from the Neolithic (e.g. Whitehawk) through to the AngloSaxon period (around 1200 BP [800 AD]). The majority is Anglo-Saxon. This material also includes cremated remains.

The ancient Egyptian mummified remains are around 3,000 years old.

Those human remains in the World Art collection are all modified in some way, often for secondary use and are probably no more than 200 years old.

Decorative Art material is around 120-200 years old.

- 3.3 The Service holds human remains by virtue of the historic collections it cares for, for the purposes of research, public and specialist education and the better understanding of humanity.
- 3.4 The Service believes in being open about the contents of the collection and making information available to all enquiries. It will work towards publishing full details of its holdings in a printable format and on the Service's website.

4. Legal

This Policy complies with a number of legal requirements.

- 4.1 The Service cannot legally own human remains except where these remains have been treated or altered „through the application of skill“. „Skill“ is not clearly defined but is likely to include a scientific preparation or the work of an artisan.
- 4.2 The 2005 Church of England and English Heritage joint publication Guidance for Best Practice for Treatment of Human Remains Excavated From Christian Burial Grounds in England (2005) notes that although there are no property rights in human remains, post-excavation processing (such as marking remains with date, site etc), may fall within the definition of the „application of skill“ and possibly

endow skeletal remains with property rights. In this regard, further recommendations are provided in the Society of Museum Archaeologists publication, *Selection, Retention and Dispersal of Archaeological Collections* (1993, 1997).

- 4.3 Human remains less than 100 years old (from the 1st September 2006) come under the statutory requirements of the Human Tissue Act 2004. If the Service holds such material it will be required by law to obtain a licence from the Human Tissue Authority (HTA) to hold human remains that are less than 100 years old. In order to obtain a licence, the Service will have to meet various requirements and adhere to the Code of Practice issued by the HTA as well as to the guidelines for good practice set out in the DCMS Guidance. For human remains less than 100 years old, the Service's HTA-approved „Designated Licence Holder“ will be the Head of Collections, Interpretation & Learning.
- 4.4 Under the Freedom of Information Act 2000 the Service has a requirement to provide information for enquiries received by Brighton & Hove City Council when requested to do so. All requests are considered on their own merits and the Service will provide information within 10 working days with due consideration being taken regarding the Data Protection Act 1998.
- 4.5 Under the provisions of the Data Protection Act 1998, the Service is required to safeguard the confidentiality of personal data. Should the case arise, appropriate consent will be sought regarding the disclosure of such information if it is necessary.
- 4.6 Under the Human Rights Act 1998, there are implications concerning the rights of indigenous peoples who might lay claim for the return of human remains. Specific Articles of the European Convention on Human Rights and its Five Protocols mean that the Service may have obligations to such claimants.
- 4.7 Unauthorised disinterment of a body is a common law offence. Human remains removed during archaeological excavations in the UK are subject to a Home Office licence or directions. Church law requires the reburial of skeletal material excavated from an active church. The Service adheres to these requirements.

5. Ethical framework

- 5.1 The DCMS Guidance is not statutory, but it makes recommendations for best practice. In its approach to the care and treatment of human remains, the Service bases its principles on the ethical and procedural frameworks proposed in the DCMS Guidance.
- 5.2 In summary, the Service will, in handling human remains and claims relating to them, demonstrate:
 - Rigour (act rationally with appropriate knowledge, skill and care, and justify decisions)
 - Honesty and integrity (be worthy of trust by others, declare conflicts of interest, show honesty in communicating knowledge with all interested parties, act in a principled manner)

- Sensitivity and cultural understanding (show sensitivity and compassion for the feelings of individuals, show understanding of different religions, spiritual and cultural perspectives)
- Respect for persons and communities (show respect for individuals and communities, minimise any adverse effect had on people and communities, respect privacy and confidentiality)
- Responsible communication, openness and transparency (listen, inform and communicate openly and honestly)
- Fairness (act fairly, give due weight to the interests of all parties, act consistently).

(Taken from DCMS Guidance, p14)

5.3 The following ethical principles will guide and inform decision-making concerning the handling and care of human remains and in considering claims:

- Non-maleficence (doing no harm)
- Respect for diversity of belief (respect for diverse religions, spiritual and cultural beliefs and attitudes to remains, tolerance)
- Respect for the value of science (respect for the scientific value of human remains and for the benefits that scientific inquiry may produce for humanity)
- Solidarity (furthering the understanding of humanity through cooperation and consensus in relation to human remains)
- Beneficence (doing good, providing benefits to individuals, communities or to the public in general)

(Taken from DCMS Guidance, p14-15)

6. Policy Objectives

6.1 This Policy enshrines the procedural responsibilities and ethical principles outlined in the DCMS Guidance for the management and use of human remains in the Service's care. It also draws on additional professional guidelines and standards to inform policy and practise, including:

- Human Tissue Authority (HTA) Public Display Code of Practice (2006)
- Museum Documentation Association SPECTRUM: The UK Museum Documentation Standard (updated 2005)
- Museums Association professional guidelines and standards (acquisition, disposal, access)
- Museums Association Code of Ethics, 2008, revised 2015
- Museums Libraries & Archives Council (MLA) Inspiring Learning for All (2006)
- Benchmarks in Collections Care for Museums, Archives and Libraries 2.0. London: Collections Trust, 2011
- SPECTRUM 4.0 The UK Museum Collections Management Standard, London: Collections Trust, 2011 (draft of SPECTRUM 5.0 being consulted on as of April 2017)
- Guidance for Best Practice for Treatment of Human Remains Excavated From Christian Burial Grounds in England Society of Museum Archaeologists Selection, Retention and Dispersal of Archaeological Collections, Guidelines for use in England, Wales and Northern Ireland (1993 & 1997)

- 6.2 The Service will work towards these in those areas where current policy and practise require improvement. The Head of Collections, Interpretation & Learning has overall responsibility for ensuring that the procedural responsibilities and ethical principles for the care of human remains in this Policy are properly adhered to, with delegated responsibilities to the relevant Keepers/Curators of Natural Sciences, Archaeology & Local History, World Art and Decorative Art.
- 6.3 Human remains should be treated with respect. Wherever possible, the Service will take account of the wishes of genealogical descendants, cultural communities and faith organisations in the care, management and use of human remains.
- 6.4 Reference is made below to the Service's Human Remains Group. This is made up of the Head of Collections, Interpretation & Learning, Senior Keeper and relevant Keepers/Curators.

7. Collections care and management

Acquisition

- 7.1 The Service will acquire human remains in full and open consultation with appropriate communities. In addition to consent from genealogical and culturally affiliated groups, all acquisitions of human remains will be made in accordance with the Service's Collections Development Policy (2018). Human remains will be acquired responsibly and ethically in accordance with legal requirements and professional standards and so long as the Service is satisfied that it can hold the remains in a lawful manner; provenance has been clearly established; there is no suspicion of illicit trade; and the remains are of potential value to the Service or wider scientific community. Acquisition of remains under 100 years old will, additionally, fall within the remit of the Human Tissue Act 2004

De-accessioning

- 7.3 Human remains must be de-accessioned responsibly, with reference to the legal, ethical and professional principles and procedures set out in the DCMS Guidelines and in accordance with the Service's Collections Development Policy (2018).
- 7.4 Claims for the return of human remains are considered below. If the Service wishes to de-accession human remains in other circumstances it will be pro-active in trying to establish whether any genealogical or cultural descendants exist who might wish to make a claim for return or reburial of historic human remains, although it is unlikely that the Service has material from known individuals. In respect of recent human remains that are identifiable, HTA advice is not to approach families proactively, but to comply with family requests for tissues or organs to be returned if claims are made.
- 7.5 At this time, the Service will only pro-actively dispose of human remains by transfer to another Accredited institution with an appropriate human remains policy.
- 7.6 The Service supports the view in The Guidance for best practice for treatment of human remains excavated from Christian burial grounds in England (Church of England/English Heritage, 2005) that reburial of remains after excavation, rather than long-term retention for scientific research, denies a potentially valuable

research resource to future workers. Indiscriminate reburial of museum collections is therefore undesirable.

7.7 It also accords with Selection, Retention and Dispersal of Archaeological Collections”, Guidelines for use in England, Wales and Northern Ireland (Society of Museum Archaeologists, 1993 and 1997) that re-deposited, disarticulated and fragmentary remains will be retained for their potential contribution to the understanding of funerary and non-funerary practices and post-depositional disturbance, this being especially important for prehistoric sites where fragmented human remains may be recovered from contexts which are not primarily of funerary nature.

7.8 The Service’s Human Remains Group will produce a report and recommendations for the Director of Royal Pavilion & Museums to take to the Service’s governing body for any human remains the Service wishes to pro-actively de-accession, in accordance with the Service’s Collections Development Policy (2018)

Claims for return

7.9 The Service will be open and transparent when dealing with any legitimate claim. Full consultation and equitable negotiations will form the basis of any claim.

7.10 The Service considers that claims are unlikely to be successful for any remains over 300 years old, and are highly unlikely to be considered for remains over 500 years old, except where a very close geographical, religious, or cultural link can be demonstrated.

7.11 The Service will seek to establish the status of the „claimant community“. Broadly, this might be expected to fall into one of two categories: genealogical descendants⁶ or cultural communities of origin⁷.

Where the claim is being made by another party on behalf of the claimant community, wherever possible, the community's support for the claim must be clear.

7.12 Requests must be in writing to the Head of Collections, Interpretation & Learning and be supported by appropriate documentation. All claims will be formally acknowledged in writing within 10 days, together with an indication as to how long the claim may take and the Service’s procedures for dealing with such claims.

7.13 If any such claim is made the Service will be proactive in helping to determine whether the claim is just and take all necessary steps to ensure the claim is properly processed in a sensitive and unbiased way. A full investigation will be undertaken openly and with the full co-operation of the claimant and any other interested parties. The Human Remains Group, working in consultation with claimants, will gather evidence relating to any claim. The Group will use this Policy and procedural guidance in the DCMS Guidelines (Part 3: Claims for the

⁶ “individuals (who) can demonstrate a direct and close genealogical link to the human remains...” (DCMS 2005: 26)

⁷ “For a community to be recognised...it would generally be expected that continuity of belief, customs or language could be demonstrated between the claimants and the community from which the remains originate.” (DCMS 2005: 26)

return of remains) as the basis for the production of a report and recommendations for the Head of Museums and the Royal Pavilion to take to the Service's governing in accordance with the Service's Collections Development Policy (2018).

In undertaking the investigation the Service will, where necessary, engage relevant specialists to provide independent reports. Service staff will be responsible for collating evidence relating to any claim, including commissioning independent research.

In advance of the submission of the report to the Service's governing body, the report may be first considered by an advisory panel, formed of external specialists brought together for that sole purpose. Wherever possible, the Service will ensure that the panel reflects a broad spectrum of interests relevant to the case. The panel's role will be to assess whether the criteria for assessing a claim (as set out in 3.3.2 Evidence Gathering, Part 3: Claims for the return of remains, DCMS Guidelines) have been adequately addressed in the report. Only when this is found to be the case will the Service proceed with a recommendation to the governing body.

7.14 Once a decision has been made, a written report will be prepared that explains how the decision was reached. Claimants will be informed of the decision in writing and decisions will also be published on the museum website.

7.15 Where a decision is made to return remains, the Service will negotiate an agreement with the claimant representative concerning the arrangements for their return. The Service expects that normally claimants will bear the cost of transport for remains returned.

Storage

7.16 Each Keeper responsible for a collection containing human remains will, as a priority, audit storage provision, using Benchmarks in Collection Care, and report to the Human Remains Group on any improvements necessary to meet „Good“ practice classification.

7.17 Human remains will be kept in suitably safe and secure premises, with monitored environments, which are, as far as is practicable, kept clean and regularly checked for pests, damaged and leaking storage containers and other potential threats.

7.18 It will be the aim to place material in individual, marked boxes that also act as auxiliary supports to facilitate handling without direct physical contact. Physical contact will be kept to a minimum although, when absolutely necessary, direct contact with skin will be avoided through the use of conservation standard gloves.

7.19 Human remains will be stored so that access to them is allowed only to authorised staff and supervised visitors with specific permission. Where human remains comprise a small proportion of a larger collection, curators will identify a designated area where human remains will be stored, to create conditions supportive of respectful treatment.

Associated objects

7.20 The DCMS Guidance states that it will usually be acceptable to store objects found associated with human remains separately. However, where known, the wishes of descendants, cultural communities or relevant faith organisations will be taken into consideration. Objects associated with human remains in the care of the Service will be documented with reference to those remains.

7.21 In certain circumstances it may be deemed appropriate to store artefacts and animal remains found in association with the bodies of the dead with the remains they are related to. In such cases, in-house conservation advice will be sought to determine the required conditions and location (Historic Scotland The Treatment of Human Remains (1997)).

Conservation

7.22 The integrity of human remains is important in many belief systems and is also crucial to their future research and study.

7.23 Consent will be sought for any conservation work on material less than 100 years old and consultation undertaken with genealogical descendants or cultural communities for historic human remains.

7.24 A full record of treatment applied to the remains (e.g. washing and sieving of cremations) will be retained as part of the archive associated with any human remains. Appropriate health and safety regulations, such as those concerning the control of substances hazardous to health (COSHH), will be complied with.

Marking and Labelling

7.25 The Service will number the human remains in its care in such a way as to minimise the risk of loss or disassociation. Marking and labelling will, as far as is practicable, be in accordance with MDA Guidelines and professional standards. Although the marking of skeletal remains is standard practice for English remains, this is not always acceptable for those from other cultures.

Documentation

7.26 In all circumstances, copies of all relevant paper or digital records (such as authorisation and funding agreements, correspondence, excavation records, specialist reports, letters etc.) must be retained. In addition, all information connected with conservation, sampling, loans, display, research, filming, photography and use of human remains must be properly documented and this data clearly linked with the remains concerned.

8 Use and access

Access and research

8.1 The Service will develop a research ethics policy (to include a consideration of sampling and other destructive analysis) and an application form for access to human remains. Applicants will be required to sign the application to show that they will abide by the policy and understand their ethical and legal obligations to treat human remains with dignity and respect. All requests to research human remains should be made through the relevant Keeper/Curator. Access to human remains will be granted only after the terms and nature of the access required

has been agreed and appropriate supervision is established. The relevant Keepers/Curators are responsible for ensuring proper handling, care, and security of items being examined by researchers.

- 8.2 The Service will keep a research register of all access granted to human remains.
- 8.3 It may be appropriate to restrict access to certain specified human remains where unrestricted access may cause offence or distress to genealogical or cultural descendants. The Service will not allow public access to any human remains while the outcome of a claim for their return by a source community is pending.
- 8.4 Requests regarding tissue (slides), and any other material less than 100 years old, require the approval of the Service's Human Tissue Authority approved license-holder.
- 8.5 Requests involving invasive or destructive samples for analysis will be assessed on a case by case basis by the Human Remains Group.
- 8.6 Research and sampling of contested or identifiable human remains will only be made after due process of consultation.

Teaching and learning

- 8.7 Provided due regard is given to sensitivities and the care of the objects, it is acknowledged that human remains in teaching sessions can have far more educational impact than using models or other media.
- 8.8 Any members of the public, including teachers, schoolchildren and students, need to be forewarned of any human remains in a museum-based or off-site teaching session. Prior to access to human remains, participants in the session will be told what is meant by dignified and respectful treatment of human remains.

Display

- 8.9 Visitor surveys in other museums have shown that most museum visitors are comfortable with, and often expect to see, human remains as an element of museum displays. The Service continues to display human remains for the purposes of education – for example, explaining burial practices and the use of human remains in the manufacture of artefacts, to bring visitors into physical contact with people of the past and to encourage reflection.
- 8.10 In accordance with the Museum Ethnographers Group Guidelines on Management of Human Remains (1991 and 1994), the Service will endeavour to „take a proactive rather than reactive position with regard to the display of human remains“. Each display containing human remains will be assessed. The assessment will take into account a) the contribution made to the interpretation and whether this contribution could not be made equally through another medium, and b) whether the display is likely to cause offence to genealogical or cultural descendants. Sufficient and appropriate explanatory material should be provided for each display. Decisions on whether and how to include human remains in displays will take account of the intended audience, the display objectives, the method of display and interpretation, the visual and physical

impact of human remains and their fragility. Consideration will be given to how best to prepare visitors to view them respectfully, to explain the context in which they are being displayed, and to warn those who may not wish to see them at all. Wherever possible, consultation will take place to ensure human remains are displayed suitably and acceptably.

8.11 Each entry on the Service's collections website will be assessed in the same way as a display, taking into account the interpretation and value of placing the human remains material on the web.

8.12 Presentation (whether in museum displays or on the web) of contested or identifiable human remains will only be made after due process of consultation and consent.

8.13 As with all displays, light and environmental conditions as well as the safety and security of the display will be taken into account to ensure that the remains are shown respectfully and safely.

Loans

8.14 All loans will adhere to the Service's collections policies. Due regard to the respectful and sensitive handling of the material must be stressed and any loanee must adhere to guidance laid out in this Policy, the DCMS Guidance and the Guidance for best practice for treatment of human remains excavated from Christian burial grounds in England (Church of English/English Heritage, 2005). Likewise, these will be followed when the Service borrows human remains from other institutions. The Service's Human Remains Group will advise the Head of Museums and Royal Pavilion on any requests for incoming or outgoing loans of human remains from the collections.

8.15 Loans of contested or identifiable human remains will only be made after due process of consultation and consent.

Photography and film

8.16 It is generally acceptable to use photography and film of human remains for research, educational and general museum use. However, the views of relevant communities should be taken into account, and consideration should be taken of any sensitivities regarding the taking of pictures and / or how images might be used.

8.17 With any material less than 100 years, the appropriate sections of the Human Tissue Act 2004 will be taken into consideration.

8.18 Currently, photography and filming in the galleries are not prohibited. However, the Service will place labels next to human remains on display, requesting visitors to use sensitivity in photographing or filming them and directing visitors to further information available at the Information Desk.

8.19 Researchers wishing to photograph or film human remains will need to note this on their application, describe the benefit to be gained from it and indicate how s/he intends to use the material in a sensitive and appropriate manner. Applications will be assessed on a case by case basis.

8.20 Requests for images will be assessed on a case by case basis. If/when image orders are agreed to, the images will be accompanied by a note of what is meant by dignified and respectful treatment of human remains.

8.21 Photography or film of contested or identifiable human remains will only be made available (or new images/footage taken) after due process of consultation and consent.

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We would like to thank the University College London (UCL) Human Remains Working Group for allowing us to freely use their Policy. We are also grateful to colleagues in many other museums who commented on an earlier draft of this policy and/or have shared their human remains policies with us, often in draft form including:

Birmingham Museum & Art Gallery, Bristol's City Museum & Art gallery, The British Museum, Glasgow Museums, Hunterian Museum and Art Gallery, Leicester City Museums Service, Liverpool Museum, Museum of London, Natural History Museum, National Museums on Merseyside, Pitt Rivers Museum (University of Oxford), Nottingham City Museum & Gallery, Plymouth Museum.

3i Royal Pavilion & Museums Access Statement

Date at which this policy is due for review: January 2021

Access Policy Statement 2018 – 2022

Introduction

Royal Pavilion & Museums (RPM) is committed to, and believes, that all people and sectors of the community have a fundamental right to engage with, use and enjoy the collections and services it provides. We recognise that there are many barriers to access but are committed to making all aspects of our activities as fully accessible and inclusive as our resources allow, including access to buildings, collections, events, exhibitions, learning and engagement - and to our staff and volunteers as well as visitors.

RPM is committed to increasing public access to collections and information associated with those collections, to increase knowledge and understanding of the items the Service holds and the cultural heritage of Brighton & Hove.

Vision, Mission and Objectives

RPM's vision is to provide museums that play a vital role in making Brighton & Hove a fantastic place to live work and visit, and inspire people to build a more sustainable and socially just world. Our mission is to preserve the past to inform the present. Using the outstanding collections, buildings and knowledge in our care, we will challenge and inspire our visitors to positively shape their future. Our sustainable museums will support the economy of Brighton & Hove, promote personal well-being, and celebrate diversity.

As an organisation we aspire to transform into a resilient organisation with a reputation for vibrancy and relevance, renowned for its digital innovation and inspiring a sense of shared ownership, and where our work is driven by creative collaborations with local communities and partner organisations.

The Aims for our 2018-22 Business Plan are:

- Be more strategic in caring for and developing our natural, scientific and cultural resources for present and future generations.
- Develop a distinctive offer at each of our five sites and online to support learning, creativity and well-being
- Actively engage more people in understanding, developing and / or interpreting our shared collections, including a focus on children and young people
- Build a co-operative, sustainable and resilient organisation that supports the wider cultural sector
- Ensure the organisation and its work reflects the diverse culture of contemporary society

Policy context

RPM will adhere to all national and international statutes of law, including specifically in relation to access, but not exclusively the Equality Act 2010, Freedom of Information Act 2000 and the Data Protection Act 1998.

RPM's Access Policy Statement is consistent with Brighton & Hove City Council's Equality and Diversity Policy Statement and Strategy (2017), and its Corporate Plan 2015-19. The Council's current objective under the Equality Act 2010 is to achieve excellence in its equality practice by 2020, as measured by the Equality Framework for

Local Government. This objective covers all aspects of its work, all its services and everyone protected by the law.

We will follow national standards, ethical codes and best practice guidelines concerning equalities and inclusion.

Types of access

We define access as something that is made possible when physical, cultural, social, sensory, intellectual, financial, emotional and attitudinal barriers are removed or reduced.

To eliminate and reduce barriers and ensure equality of access we will consider the following aspects of accessibility to our services and collections:

- Physical: enabling people with physical disabilities, the elderly and those caring for young people to reach and appreciate every part of the Service, its buildings and its collections.
- Sensory: to build into all aspects of the Service's activities a wide range of different sensory experiences. This encompasses interpretation accessible to those with limited sight or hearing.
- Intellectual: we acknowledge that people have different learning styles and we will provide interpretation taking into account people's varied needs and preferred learning styles by adopting clear interpretive guidance.
- Cultural: we acknowledge and recognise cultural differences, including language, and seek to represent varied cultural experiences and issues through our programmes, exhibitions and events, offering them in various languages where possible and appropriate.
- Emotional / Attitudinal: to ensure that all visitors feel welcomed and valued.
- Financial: we will aim to recognise and minimise financial barriers to the use of sites and the collections, and associated activities products and commercial facilities, wherever possible

How RPM will deliver the policy

Brighton & Hove City Council's Equality and Diversity Policy Statement and Strategy sets out five areas of focus:

- Open and equitable services
- Inclusive employer
- Services that understand our diverse population
- Strong and fair leadership
- Effective partnership working to reduce inequality

RPM will actively contribute to the promotion of equality and inclusion in all five areas in a number of ways including but not limited to:

- Carrying out Equality Impact Assessments of our services, sites and projects.
- Further developing our community engagement and outreach activity; building on our commitment to establish a diverse volunteer base and to making volunteering opportunities as accessible and responsive as possible to the different needs of our volunteers; and extending targeted volunteering pathways for harder to reach groups.

- Ensuring varied and sustainable access to collections and that any competing demands of access and long term care of collection items will be managed in accordance with the outcomes of a collections care risk assessment.
- Providing welcoming staff and treating all visitors with equal respect, and addressing the comfort, ease and safety of all visitors.
- Promoting our sites, activities and collections – and providing information and signage - using accessible means of communication.
- Adopting best practice guidance for interpretation including exhibition texts and interactives.
- Consideration of varied audience needs and learning styles in programme planning including events, and informal and formal learning on- and off-site.
- Consideration of access issues, barriers and priorities at each of RPM's five sites through their individual Site Development Plans with appropriate action plans; and providing an Access Statement for each of our sites.
- Continuing regular consultation with our audiences and non-users to ensure the broadest possible access to our facilities, services and collections. We will ensure that contractor, consultants and outside agencies working for, or with LMG adopt and observe our access policies.

This Access Policy Statement links to the following RPM documents:

- Collections Development Policy (2013)
- Community Engagement Strategy (2013)
- Manifesto (2016)
- Audience Development & Engagement Plan (2018)
- Equalities Action Plan (2017)
- Business Plan (2018)
- Staff Learning & Development Plan (2017)
- Volunteer Policy (2017)

RPM's Leadership Team will be responsible for the implementation of this Policy Statement. It will be reviewed every three years.

APPENDIX THREE - PROPERTY STRATEGY

Leases

It is proposed to grant the Trust three leases, to document the Trust's occupation of the five museums and two operational buildings currently occupied by the service, and to run concurrently and be linked to the service agreement. On termination of the service agreement the leases will also fall away. The three leases will include the following properties; -

Lease A: Royal Pavilion, William IV Gatehouse, Pavilion Garden (including the Pavilion Café)
Brighton Museum and Northgate House
Booth Museum
Hove Museum and Gallery including gardens and Jaipur Gate
Preston Manor and gardens

Lease B: 118 Church Road including the Old Court House (operational)

Lease C: 4/5 Pavilion Buildings (operational)

The inclusion of 4/5 Pavilion Buildings and 118 Church Road under 2 separate leases will allow the Trust to terminate those leases and return the properties back to the council at an earlier date should their requirement for office and operational space reduce.

In addition it is proposed that the council will, with the consent of its landlord, assign the leased in property known as UB5 which is used as a storage facility, to the Trust, with a condition attached that should the service agreement be terminated the lease will be assigned back to the council. Such a condition will need to be included in any further leases granted by the landlord to the Trust.

Plans for the properties are attached to this report.

Lease Terms

Proposed heads of terms for the 3 leases are as follows: -

Term:	25 years, can be terminated on termination of service contract
Demise:	Please refer to plans attached
Rent and rent review:	Leases A & B on a peppercorn
	Lease C for 4/5 Pavilion Buildings to include a rent payable based on the rent passing with annual % reviews or a market rent with 5 yearly reviews
Break clause:	Leases B & C to include break clause provisions for the benefit of the Trust
Maintenance & Repair:	Trust to maintain, repair and ensure statutory compliance
Permitted Use:	Lease A: Museums, art galleries and ancillary uses Leases B & C: Offices, workshops and ancillary uses

Sublettings:	Sublettings of part and hirings permitted To include for example functions, lectures, events, cafés, ice rink (Pavilion), residential flat (Preston Manor) Such uses to be appropriate to the setting and ensure protection of the buildings and heritage. Control mechanisms for the benefit of the council to be included.
Insurance:	Council to retain responsibility for the insurance
Alteration:	Structural alterations not permitted without prior approval
Outgoings:	Responsibility of the Trust
Security of L&T Act 1954:	Excluded

Value and s123 of the 1972 Local Government Act

With the exception of 4/5 Pavilion Buildings, the properties will be leased to the Trust on a peppercorn rent, reflecting the current operation of the service. However in transferring the properties, the council must meet its requirement to achieve best consideration. As there is scant market evidence for museum transactions the properties have been valued using a depreciated replacement cost (DRC) methodology. The valuations compare the DRC value of the properties now to the DRC values deferred 25 years (the length of the lease) and on that basis there is a difference between the two values. The valuations completed suggest that for three of the buildings (the Royal Pavilion, Brighton Museum and Preston Manor) this difference in value is greater than £2m and in those circumstances the council will require ministerial approval to grant a lease for these properties.

4/5 Pavilion Buildings



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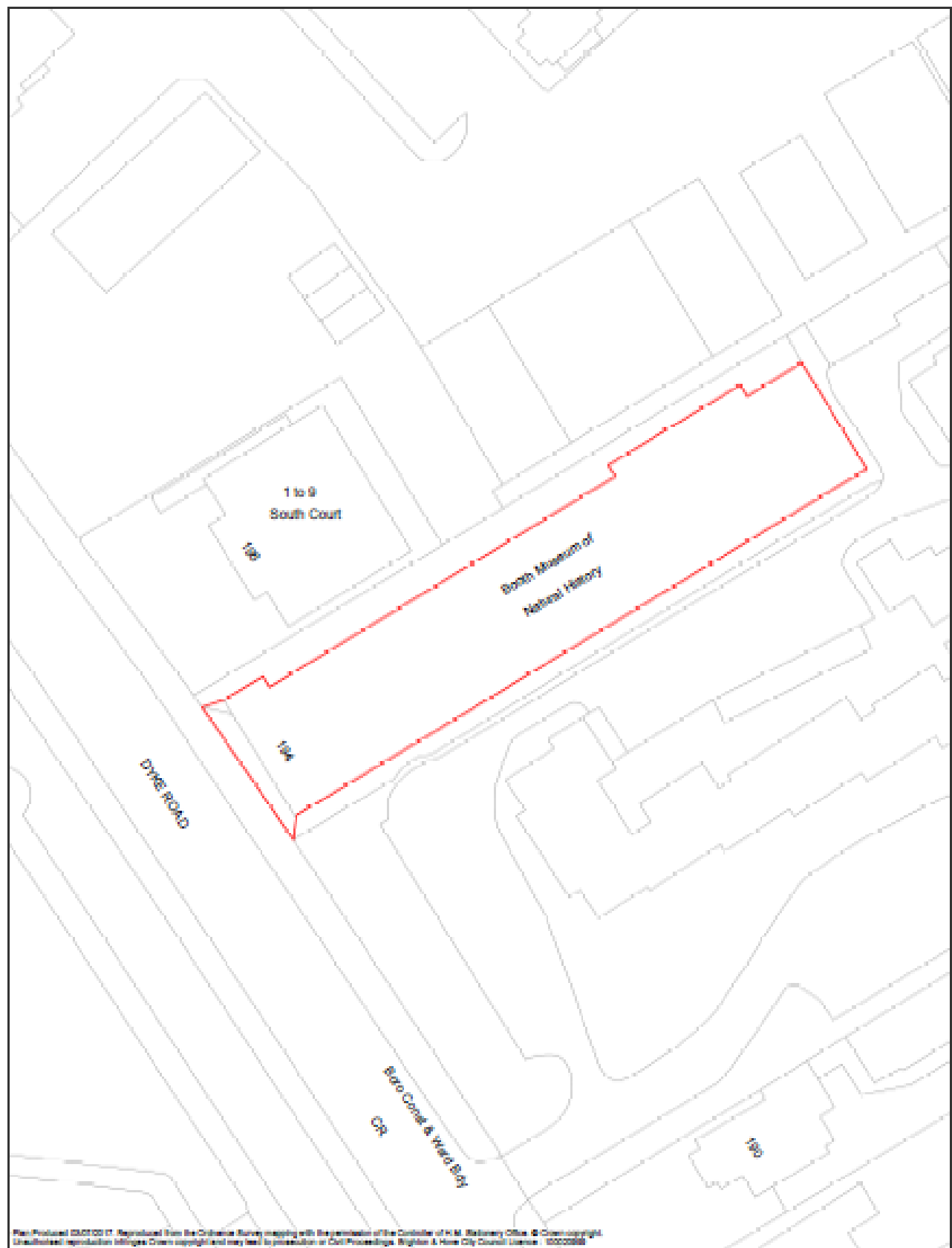


4 - 5 Pavilion Buildings, Brighton

Scale 1:500



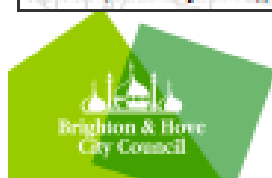
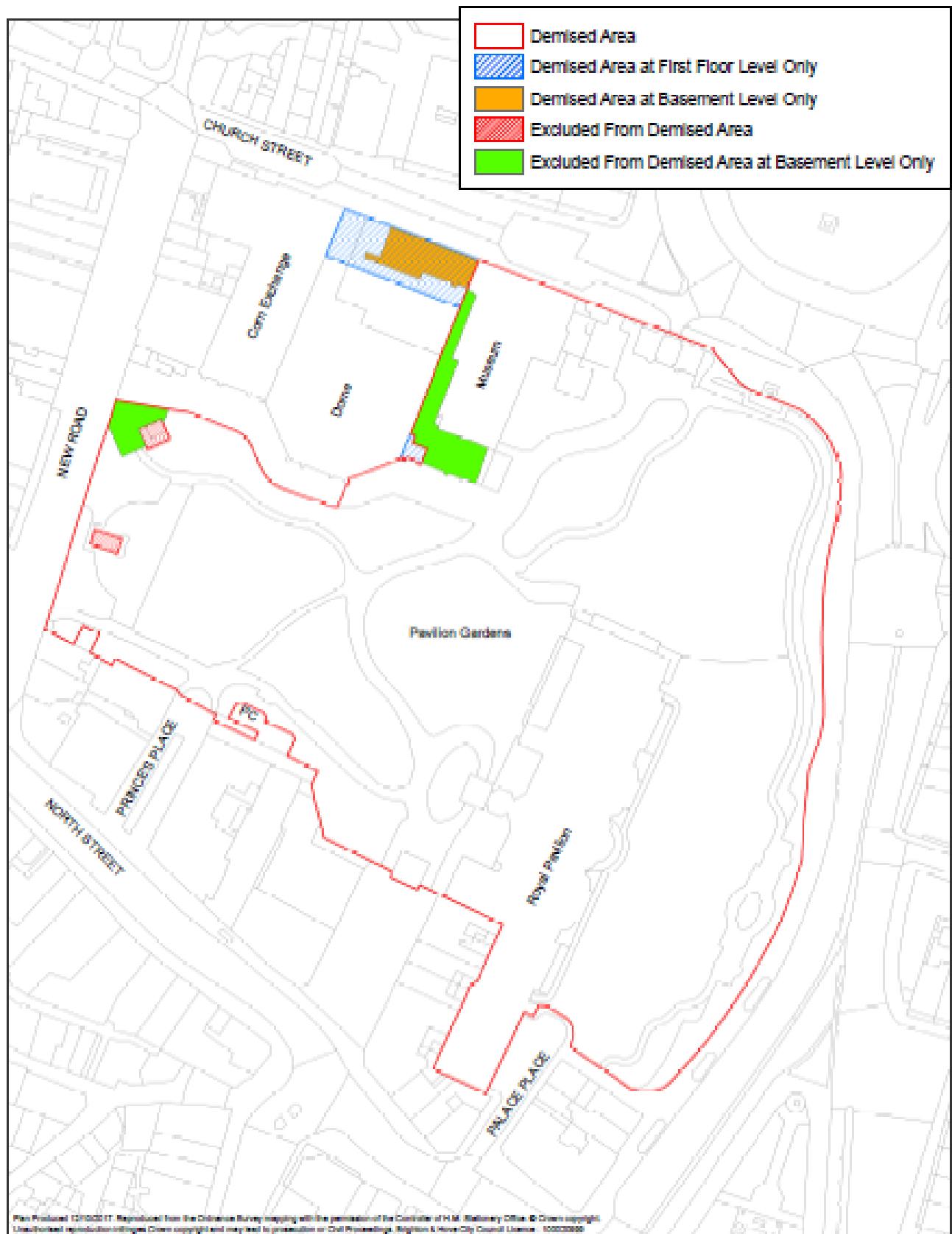
Booth Museum



Hove Museum



Royal Pavilion & Brighton Museum

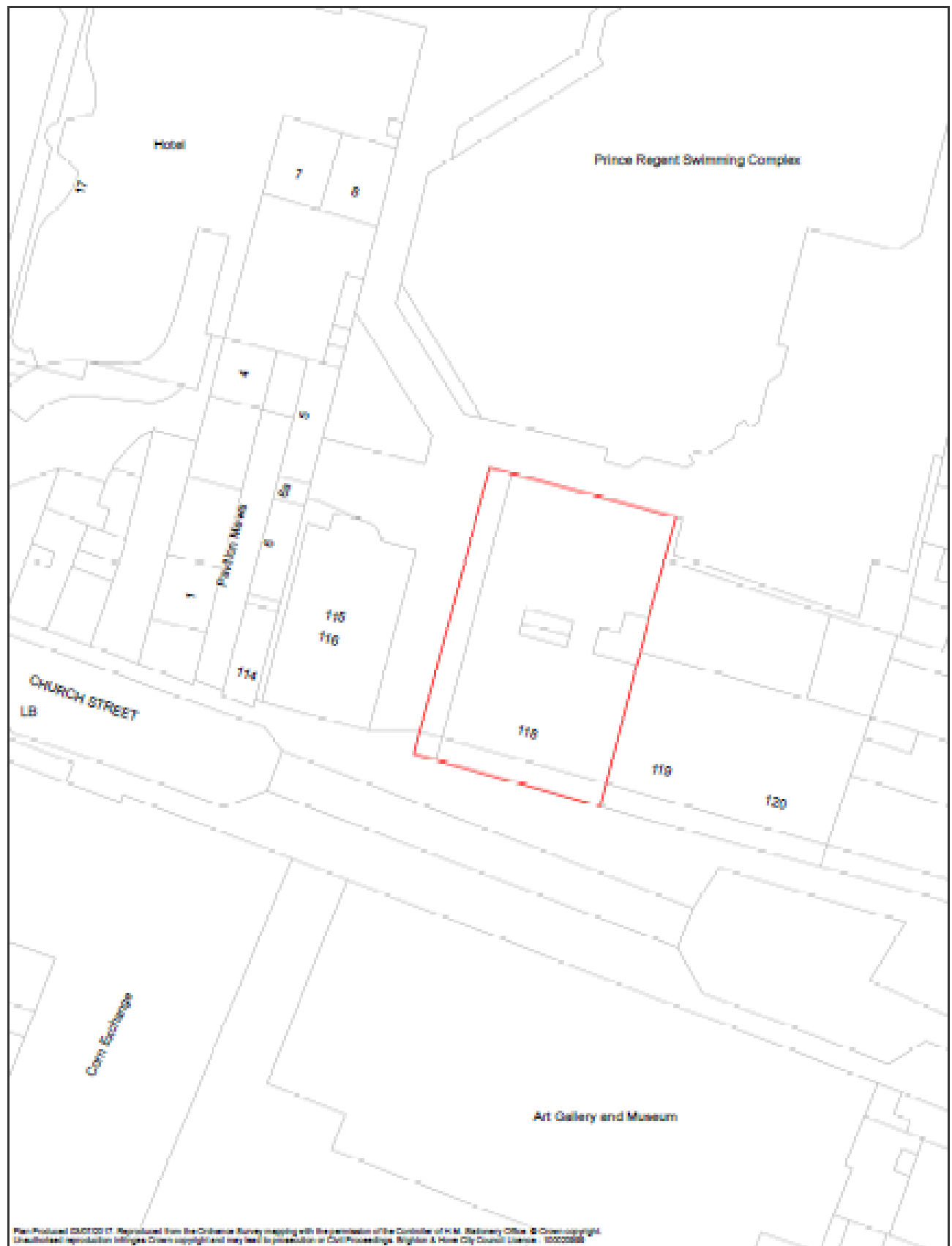


Royal Pavilion, Gardens, North Gatehouse & Museum

Scale 1:1,250



The Old Court House



orbis

The Old Court House, Brighton

Scale 1:500



Preston Manor



APPENDIX FOUR

Staff Engagement Timetable

- 1) Early engagement took place in December 2016 and January 2017 with staff briefings and FAQs relating to TUPE transfers circulated to staff.
- 2) Staff Reference Groups consisting of Shadow Board Representatives, local Senior Management and Staff commenced in June 2017 and have continued to be held every month. There is an open invitation for staff to attend these meetings. Minutes from some of these meetings have been circulated to all staff.
- 3) A physical 'post box' for staff to post questions and an online survey were set up to enable staff to ask questions. The survey is being replaced by an email inbox address to enable the collation of questions and answers to be incorporated into a single FAQ document to be shared with staff.
- 4) Work-streams relating to the proposed transfer were set up including work on Property, HR, Finance, Collections, Legal etc with various staff from within the RPM have been involved in these work-streams.
- 5) On 21st November 2017 an email was sent to all staff regarding the change in direction from a 2-stage process to proceeding straight to a single organisation and that discussions have begun between the council, Shadow Board and the Brighton Dome and Brighton Festival to explore this option. In addition to the email, two staff briefings were delivered by the Head of RPM and the Programme Director for Arts, Culture & Visitor Economy.
- 6) Frequently Asked Questions that staff had raised relating to TUPE and the proposal to proceed to a new single organisation were sent to staff on 8th December.
- 7) On 11th December the RPM was closed to enable staff to attend a meeting with the Shadow Board, Councillor Robins and Nick Hibberd. Presentations were given followed by an open Q&A session.
- 8) Notes from the staff meeting on 11th December along with an updated FAQ were circulated to staff on 4th January. These included updated information to address questions raised relating to the 2018 Pay Award and RPM Casual Workers rate of pay following transfer.
- 9) The Executive Director, Nick Hibberd, attended a RPM Senior Management meeting to discuss the transfer on 5th January, with a further meeting on 9th January, and a visit to the Royal Pavilion and Brighton Museum on 12th January, and to Hove Museum on 19th January.
- 10) Management will continue to update FAQs, and meet with staff (on a one-to-one basis and in staff teams/groups) to listen to concerns, work through issues and answer questions.
- 11) Staff at RPM will start to meet with colleagues at BDFL, following the Committee's decision.
- 12) A timetable for the next phase of staff briefings is set out below:

Team(s)	Date	Time	Location
RP Estate Night security	19 January	07.00am	Royal Pavilion/ JB Office
	22 January	07.00am	Royal Pavilion/ JB Office
	15 February	07.00am	Royal Pavilion/ JB Office
	20 February	07.00am	Royal Pavilion/ JB Office
	15 March	07.00am	Royal Pavilion/ JB Office
	20 March	07.00am	Royal Pavilion/ JB Office
RP Estate, Security, Visitor Service, Premises and Housekeeping	22 January	09.00-09.45am	4/5 Pavilion Buildings staff room
	25 January	09.00-09.45am	4/5 Pavilion Buildings staff room
	5 February	09.00-09.45am	4/5 Pavilion Buildings staff room
	6 February	09.00-09.45am	4/5 Pavilion Buildings staff room
	26 February	09.00-09.45am	4/5 Pavilion Buildings staff room
	27 February	09.00-09.45am	4/5 Pavilion Buildings staff room
	13 March	09.00-09.45am	4/5 Pavilion Buildings staff room
	15 March	09.00-09.45am	4/5 Pavilion Buildings staff room
Fundraising	23 January	1.00-2.00pm	4/5 Pavilion Buildings Fundraising office
	14 February	1.00-2.00pm	4/5 Pavilion Buildings Fundraising office
	13 March	1.00-2.00pm	4/5 Pavilion Buildings Fundraising office
Enterprise and Business Systems	24 January	2.00-3.00pm	BMAG seminar room
	21 February	11.00am	Tbc
	21 March	11.00am	Tbc
Development and Operations and Visitor Services Booth, Preston, Hove	26 January	4.00pm	Preston Manor
	26 February	4.00pm	Preston Manor
	26 March	4.00pm	HMAG
Collections, Learning, Interpretation & Conservation	30 January	09.00-10.00am	BMAG Seminar Room
	28 February	09.00-10.00am	BMAG Seminar Room
	28 March	09.00-10.00am	BMAG Seminar Room
Collections, Learning & Interpretation managers	21 February	tbc	SP office
	21 March	tbc	SP office

13) The programme of a further phase of staff engagement meetings during February and March 2018 is currently under preparation and will be released to staff later this month.

14) Training is being arranged in relation to specific changes, including (for example) the introduction of Gift Aid.

Subject:	Stanmer Park Restoration – procurement of HLF project works and relocation of CityParks depot		
Dates of Meetings:	Environment, Transport & Sustainability Committee 23 January 2018 Policy, Resources & Growth Committee 25 January 2018		
Report of:	Executive Director for Economy, Environment & Culture		
Contact Officers:	Jonathan Dall	01273 295037	
	Rob Dumbrill	Tel: 01273 293007	
	Ian Shurrock	01273 292084	
	Email: jonathan.dall@brighton-hove.gov.uk		
	rob.dumbrill@brighton-hove.gov.uk		
	ian.shurrock@brighton-hove.gov.uk		
Wards affected:	Hollingdean & Stanmer Portslade North		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 Stanmer Park is an important 18th century landscape with many historical features and buildings. The park is contained within the Stanmer Estate which was purchased by the Brighton Corporation (now BHCC) in 1947.
- 1.2 Stanmer Park is on the Historic England (HE) “At Risk” Register and in need of significant investment together with more coherent management arrangements. The council was successful in securing a development (or Stage 1) grant of £291,400 from the Heritage Lottery Fund (HLF) in December 2015. This was followed by the award of a Stage 2 HLF grant of £3,786,400 in January 2017, for delivery of the project. The HLF gave permission to start work on the project in July 2017. The area of the Park to be improved using this grant is approximately 20 hectares of the 485 hectare estate. This includes the main entrance, formal parkland and walled garden areas.
- 1.3 The CityParks depot must move from its current location in Stanmer Park before restoration works can begin. Temporary moves will take place in summer 2018, followed by a proposed permanent relocation to Hangleton Bottom. The relocation will remove some of the more industrial operations and reduce vehicle movements (up to 150 per day) within the historic park. The decision to fund a move of the depot was approved by Policy and Resources committee in February 2016. The new location was selected from a number of potential sites identified, as the best option in terms of access, utilities and impact on service delivery.
- 1.4 This report summarises the progress made to date, seeks agreement to proceed with tendering and appointment of the main contractor for the HLF project, and

seeks permission to progress the relocation of the CityParks depot to Hangleton Bottom with the necessary competitive tendering and appointment of contractors.

2. RECOMMENDATIONS:

That the Environment, Transport & Sustainability Committee:

- 2.1 Notes the progress made on the Stanmer Park HLF Restoration Project as outlined in this report.
- 2.2 Recommends the report to Policy, Resources & Growth Committee as set out in paragraphs 2.3, 2.4 and 2.5 below.

That the Policy, Resources & Growth Committee:

- 2.3 Approves the relocation of the CityParks depot to Hangleton Bottom.
- 2.4 Recommends to February Budget Council the allocation of up to £400,000 capital resources to address the shortfall of funding identified in relocating the CityParks depot, subject to confirmation of costings as outlined in Table 2.
- 2.5 Grants delegated authority to the Executive Director for Economy, Environment & Culture to:
 - (i) Procure and award a contract for the Stanmer Park HLF Restoration Project, to undertake the works listed in paragraph 3.6 below.
 - (ii) Apply for planning consent for the building of new depot facilities at Hangleton Bottom.
 - (iii) Procure and award a contract(s) for the building of new depot facilities at Hangleton Bottom.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 Stanmer Park is a popular, historic country park. It is a significant gateway to the South Downs National Park and has potential to attract more tourism, promote sustainable growth and create new jobs linking in closely with the City's Vision and Values and those of the UNESCO Biosphere.
- 3.2 In January 2014 ETS Committee gave permission to consult on a masterplan in preparation for submission of a funding bid to the HLF. In October 2014 Policy and Resources Committee agreed submission of the Stage 1 Parks for People (PfP) bid to the HLF. In August 2015 the council was awarded £291,400 to develop detailed proposals for restoring the park.
- 3.3 The February 2016 PRG agreed to fund the relocation of the CityParks depot. July 2016 PRG Committee agreed to make a Stage 2 (delivery) bid to the HLF. This was successful, and the HLF awarded a grant of £3,786,400 in January 2017. In July 2017, the HLF gave approval to start on the delivery stage.
- 3.4 The restoration scheme received planning consent in March 2017 from the South Downs National Park Authority (SDNPA).

- 3.5 The CityParks depot must move from its current location in and adjacent to the walled garden, before the HLF project works can begin (see Stanmer projects timeline at Appendix 1). Temporary moves will take place in summer 2018, but work to find a suitable permanent site for the CityParks operational and management team needs to be progressed.

HLF project

- 3.6 The Stanmer Park restoration HLF project will deliver aspects of the masterplan across key areas of the estate encompassing 20 hectares, including the 18th century parkland and approach to Stanmer House, the walled garden and adjacent depot area. The main capital works are as follows (and are shown on the core area masterplan at Appendix 2):

Landscape

- Improvements to the main entrance at Lower Lodges.
- Car parks at Lower Lodges extended and improved.
- New visitors welcome kiosk at the main entrance.
- Repairs to the main drive, and creation of a new “green drive” for pedestrians and cyclists alongside the main drive.
- Removal of incidental car parks from main drive and from in front of Stanmer House.
- Restoration of the Frankland Monument.
- Restoration of historic tree layout.
- Removal of temporary buildings and storage in area north of the walled garden.
- New car parks in an area to north of the walled garden.

Walled garden

- Restoration of the walled garden, including repairs to buildings and perimeter walls.
- Create a new base for Plumpton College in the walled garden including classrooms, public café, toilets, event space, working food production area and nursery sales.

- 3.7 Since receiving approval to start from the HLF in July 2017, the project team has been developing the design in more detail with Plumpton College and the SDNPA. This will lead to the completion of the detailed specifications required for tendering. Assuming a successful outcome from the procurement process, a main contractor should be appointed in summer 2018, with works starting on site in autumn 2018.
- 3.8 The HLF project will also have a number of non-capital outcomes, including:
- Employment of a full time Estate Manager for a minimum of 2.5 years to establish the basis for site-wide management of the park.
 - Working with Plumpton College and community groups based at Stanmer Park, to increase and improve use of the park by the local community and hard to reach groups. Planned activities will include training and learning, physical activities and volunteering opportunities.
 - Introduction of comprehensive controls on parking.

- 3.9 Table 1 shows the expected costs and funding for the project. The HLF has awarded a grant of £3,786,400 towards delivering the project, which is 66% of the eligible costs of £5,706,430. These costs include capital and non-capital activities. Match funding of the remaining 34% (£1,920,030) will be contributed by the council and project partners, and includes £100,000 from Plumpton College and £53,000 from SDNPA.

Table 1 Summary of costs and funding for Stanmer Park HLF Project

	£'000
Costs:	
Capital works	3,677
Professional fees	507
New staff	247
Activity plan	357
Contingency and inflation	565
Other costs	353
Total HLF Bid Costs	5,706
Enhancements: Plumpton College	1,250
Total Project Costs	6,956
Funding:	
Capital Receipts	1,419
HLF Grant	3,786
Other Contributions & Match Funding*	501
Total HFL Bid Funding	5,706
Enhancement sum: Plumpton College	1,250
Total Project Funding	6,956

*This includes external contributions from partners, contributions in kind and donations

- 3.10 In July 2017, Plumpton College committed additional £1.25m to the project, to enhance the walled garden including provision of a larger café. This will require submission of a variation of planning permission to the SDNPA, which will be processed in parallel with the procurement. This additional funding from Plumpton is not match funding and will be accounted for separately from the grant-eligible costs. However, the main contract will include the works which are being directly funded by Plumpton College. This is for co-ordination reasons. These works will be in the same site area (the walled garden) as HLF-funded works and only one main contractor would be able to operate on the site at one time.
- 3.11 The contract will include all the capital works in the wider landscape and the walled garden. Including the enhancements being funded directly by Plumpton College, the value of the main contract will be approximately £4.9 million. This excludes fees for professional services which have already been procured from Land Use Consultants (LUC).

Relocation of CityParks depot

- 3.12 Following a detailed options appraisal process, a new CityParks depot is proposed to be located in Hangleton Bottom, adjacent to the A293/A27, which will be purpose built to meet the needs of CityParks (see site plan at Appendix 3). The designers are working with the council's Highways team to ensure that any potential traffic issues are addressed in the detailed design before the planning application is submitted.
- 3.13 The new depot, and other facilities proposed, will occupy a small portion of the site. The development will be subject to a full planning application process, due early 2018.
- 3.14 The PRG Committee of February 2016 gave permission, as part of the Stanmer HLF restoration project, to relocate the depot away from Stanmer Park to enhance the historic environment of the park and to reduce vehicle movements in the park. This move was to be funded by the disposal of corporate landlord non-core assets: Hollingbury Barn, Easthill Park garage and piggeries. Following further work to assess the needs of CityParks and design development, it is now apparent that the sale of these properties is unlikely to provide sufficient funds to develop the new site (see Table 2 below). It is therefore proposed that there is an allocation of identified usable capital receipts, to cover the shortfall estimated to be up to £400,000.
- 3.15 There is an expected period of at least nine months between the parks operations moving from their existing office and storage base at Stanmer Park, and moving into the new depot at Hangleton. This has given rise to the need to find suitable temporary accommodation which is fit for purpose.
- 3.16 On a temporary basis, team managers and manual operations staff will share accommodation in the refurbished Stanmer workshop, along with SDNPA staff whose existing base at Stanmer Park will be demolished as part of the restoration project. The longer term proposal is to move SDNPA staff into the Long Barn in Stanmer, once restored. The refurbished office and storage space in the former Stanmer workshop will then be available to let at commercial rates.
- 3.17 There will be a requirement to fund the necessary works to temporarily accommodate staff at Hove Cemetery and the Stanmer Park former workshop, at an estimated cost of £100,000. This is also proposed to be funded from useable capital receipts.

Table 2 Summary of funding for depot relocation

Costs:	£'000
Budget estimate build cost at Hangleton Bottom	605
Budget estimate renovation and enabling works for temporary moves*	100
Fees and contingency associated with build for temporary and permanent sites**	145
Total Cost	850
Funding:	
Proceeds from sale of assets per July 2016 Report***	450
Proposed corporate funding as per Budget Update report 30 November 2017 (Subject to Budget Council Approval)	400
Total Funding	850

*Funding for temporary move costs are spread over two sites: Hove Cemetery Office £10k, Stanmer Workshop £90k. These works will make the buildings more suitable for letting commercially once BHCC and SDNPA staff are permanently housed in new facilities. Costs are based on initial surveys and represent the maximum expected costs, detailed design and development work is under way.

** Contingency also covers anticipated costs for clearance of redundant items, waste materials and unforeseen costs

***The valuation of these assets is market dependent, Hollingbury Barn is due to marketed early 2018, Easthill properties can only be disposed of once the new depot is complete and staff can be relocated (2019).

- 3.18 Sites for temporary relocation of staff will be ready by August 2018. It is anticipated that the new depot will be ready for occupation by July 2019.

Procurement Strategy

- 3.19 The procurement process will be overseen by the council's Procurement Team to achieve the project objectives and will adhere to the council's procurement guidance, Contract Standing Orders (CSOs) and best practice.

HLF project

- 3.20 Stanmer Park is Grade II on the English Heritage Register of Parks and Gardens of Special Historic Interest. The project involves landscape works to the park and restoration of significant Grade II listed buildings and the wall itself within the walled garden. As these are of historical importance it is essential that the procurement process ensures that full control is maintained by the client team over design and construction works at all times. The council appointed LUC in January 2016 to lead the design team which will complete the design process and prepare the tender documentation. It is proposed that a main contractor is procured and appointed to carry out all of the capital works, through an open process where LUC will be responsible for contract administration.

- 3.21 The contract value for the construction appointment will exceed the current financial thresholds for works set by the European Commission and therefore The Public Contracts Regulations 2015 and the CSOs will apply to the procurement of the works contract.
- 3.22 The Council is currently the lead organisation and therefore accepts the risks associated with being the recognised accountable body.
- 3.23 A compliant procurement process should ensure effective competition and therefore secure value for money for the council.
- 3.24 On completion of the detailed design by the team of consultants headed by LUC, it is proposed that the main contractor will be procured and appointed to proceed with the works.
- 3.25 The Procurement Advisory Board confirmed its support of this procurement strategy in March 2017.

Relocation of CityParks depot

- 3.26 The total contract value for the Hangleton Bottom construction including associated fees, as detailed within Table 2, is below the current financial thresholds set by the European Commission for Works and therefore the council's CSOs will apply to the procurement of the works contracts.
- 3.27 The Hangleton Bottom construction will most likely be procured through the City Build Partnership managed by the Property & Design Team subject to ensuring VFM. If an alternative route is chosen this will be subject to the necessary procurement procedures to ensure compliance with the councils CSOs.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

HLF project

- 4.1 The HLF has awarded a grant for the restoration of Stanmer Park and the option of not proceeding to deliver the works is untenable. Stanmer Park is now on the Historic England "At Risk" Register. The council is required to prevent further deterioration to the Park and the buildings and it can be subject to enforcement action from the SDNPA as the planning authority. Failure to proceed on the Stanmer Park restoration project would potentially jeopardise other bids to the HLF.

Relocation of CityParks depot

- 4.2 Alternative locations were considered for CityParks' new depot. These were all judged as being less appropriate than the Hangleton Bottom site for a variety of reasons. These included two sites within Stanmer Park and a site at Wilson Avenue. Hangleton Bottom was favoured due to:
 - Ease of access for the rest of the city, being adjacent to the A27 and A293 link road
 - Existing Services
 - Former developed Site

- 4.3 Alternative options for funding of the development have been considered. These include CityParks funding through borrowing, but this would add a future budget pressure for the service which is already seeking to make financial savings.
- 4.4 Failure to relocate the CityParks depot would put the Stanmer Park HLF Restoration Project and funding at risk.

5. COMMUNITY ENGAGEMENT & CONSULTATION

HLF project

- 5.1 Three stages of consultation were carried out to inform the Masterplan for Stanmer Park:
- 2013: People were consulted about how they used the park, what was important to them and what would improve visits. Over 1,500 people responded to this consultation.
 - 2014: Respondents were asked their views on proposed physical improvements to the parkland, uses for Home Farm, restoration of the walled garden and activities they would like to see in the park. Over 1,100 people responded to this consultation.
 - 2016: 500 people responded to the consultation on the developed Masterplan and activity plan.
- 5.2 The consultations showed overwhelming support for the high level proposals and significant interest in some of the proposed uses and activities in the park. Since the start of the project, engagement has taken place with key stakeholders and numerous workshops and meetings have been held on specific aspects of the project, including parking, Stanmer Church, Stanmer Nurseries and Home Farm.

Relocation of CityParks depot

- 5.3 A process of union and staff engagement has commenced. This will confirm who will be moving where and when, and will identify any issues arising from the relocation and the need for temporary relocation.

6. CONCLUSION

- 6.1 The recommendations in this report draw on previous decisions to support the restoration of Stanmer Park and the relocation of the CityParks depot.
- 6.2 The detailed design of the HLF capital works is currently underway and, subject to committee approval, the project team will be ready to start the process of procuring of a main contractor in February 2018.
- 6.3 Providing further capital funding to support the development of a new depot facility at Hangleton Bottom will enhance the capabilities of CityParks to continue to deliver services in as cost effective method as possible.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

HLF project

In January 2017, the HLF awarded a grant of £3,786,400 towards delivering the project cost of £5,706,430. These costs include capital works and non-capital activities. The remaining funding will be met through a combination of contributions from Brighton and Hove City Council, external partners, volunteer contributions and in kind contributions. The council has identified their proportion of the match funding to come from the disposal of a number of surplus assets and these were detailed to Policy & Resources Committee on 11 February 2016.

Relocation of CityParks depot

In July 2016, Policy, Resources and Growth Committee approved the allocation of funds from the sale of assets to fund the depot relocation. Sales of these assets are expected to generate proceeds of £450,000 ring-fenced towards supporting this project. The total anticipated cost of the relocation of the City Parks Depot is £850,000. The Budget Update report of November 2017 identified that up to £400,000 further funding would be required to complete the temporary and permanent moves of CityParks Depot to allow the commencement of the HLF Project. This is subject to approval at Budget Council in February 2018. In the event corporate resources are not made available borrowing of up to £400,000 would be required which would incur financing costs of circa £31,000 pa. No funding to date has been identified to support these potential borrowing costs. The anticipated spend has sufficient contingency to mitigate against increases in build costs or proceeds of the sale of assets being lower than expected.

£100,000 will be used to facilitate the temporary move, bringing existing properties up to commercially lettable standards which will generate rental income once the permanent move of the CityParks depot is completed. It is anticipated that running costs of the new building will be met within existing budgets.

Finance Officer Consulted: Rob Allen

Date: 20/12/17

Legal Implications:

HLF project

- 7.1 The council has a duty to secure continuous improvement in the way in which its functions are exercised having regard to a combination of 'economy, efficiency and effectiveness' (known as the duty of best value).
- 7.2 In accordance with Part 4 of the council's Constitution, the ETS and PRG Committees are the appropriate decision-making bodies in respect of the recommendations set out in paragraph 2 above. In addition, in order to comply

with CSO 3.1, authority to enter into contracts in excess of £500,000 must be obtained by the relevant committee.

- 7.3 The council's legal officers will advise during the procurement process for the works contracts to ensure compliance with all relevant public procurement legislation as well as the CSOs.

Lawyer Consulted: Isabella Sidoli

Date: 19/12/17

Equalities Implications:

HLF project

- 7.4 In preparing the Masterplan for Stanmer Park, a significant number of stakeholders were consulted. The project's Activity Plan sets out a wide range of activities including provision of activities, volunteering and learning opportunities within the themes of horticulture, heritage and fitness. Target audiences will include local communities, schools, young and older people, BAME groups and those with disabilities.

Relocation of CityParks depot

- 7.5 Staff engagement will include investigating any difficulties staff may have regarding the move from Stanmer to Hangleton. Standard council HR procedures will be activated to ensure reasonable steps are taken to accommodate staff members concerns.

Sustainability Implications:

HLF Project

- 7.6 Saving Energy: Conversion of buildings within the project area will be carried out to ensure energy use is kept to a minimum.
- 7.7 Reducing Waste: A waste reduction plan will be produced as part of the process to develop and restore the site.
- 7.8 Sustainable Transport: An outline Sustainable Travel Plan was produced as part of the application to the HLF. This plan will be developed further during the project, to encourage users to consider all means of transport when accessing the park.
- 7.9 Sustainable Materials: Wherever possible construction materials and methods will be sourced with low embodied energy and sourced locally.
- 7.10 Local and Sustainable Food: One of the aims of the project is to develop a food growing operation as part of the ongoing legacy.
- 7.11 Sustainable Water: The project will aim to manage surface water within the estate using sustainable methods of drainage, and will illustrate the importance

of water collection in the history of the estate through interpretation of the historic water catcher.

- 7.12 Land Use and Wildlife: The wider project has produced a Conservation Plan looking at ecological, archaeological and heritage significances across the estate.
- 7.13 Culture & Community: The project aims to nurture a culture of sustainability, community and a sense of place which builds on local heritage, physical and cultural, by engaging with a range of audiences and developing interest in Stanmer, particularly in groups of people under represented on site at present.
- 7.14 Equity & Local Economy: New employment will be developed as part of the project both in the core project and through partner organisations on site.
- 7.15 Health & Happiness: The project and associated activity plan will encourage active, sociable, meaningful engagement and promote good health and well-being.

Relocation of CityParks depot

- 7.16 Saving Energy: Design of buildings within the Hangleton Bottom site will be carried out to ensure energy use is kept to a minimum.
- 7.17 Reducing Waste: A waste reduction plan will be produced as part of the process to develop and restore the site.
- 7.18 Sustainable Transport: Staff will be encouraged to consider all means of transport when accessing the new site.
- 7.19 Sustainable Materials: Wherever possible construction materials and methods will be sourced with low embodied energy and sourced locally.
- 7.20 Land Use and Wildlife: as part of the planning application a phase 1 habitat survey has been produced and will be taken into account to reduce any impacts.

Risk and Opportunity Management Implications:

HLF Project

- 7.21 A risk register for the project is maintained by the project manager and is a requirement of the HLF. The risks and mitigating actions will be considered by the project team and escalated to the project steering group where necessary.

Relocation of CityParks depot

- 7.22 A risk register for the project is maintained by the project manager. The risks and mitigating actions will be considered by the project team and escalated to the project group where necessary.

Crime & Disorder Implications:

- 7.23 The new depot at Hangleton Bottom will contain services which will be staffed 24 hours per day. This will improve the security and oversight of the new facility.

Public Health Implications:

HLF Project

- 7.24 Improvements to Stanmer Park along with a full activity schedule and improved marketing and presence will encourage more people to take advantage of this important heritage site. Offering attractive scenery, gardens and the chance to relax and to volunteer with like-minded people are known to have positive health benefits. Incorporation of improvements for walking and cycling within the project will also encourage more people to become physically active.

Corporate / Citywide Implications:

HLF Project

- 7.25 Stanmer Park represents approximately one third by area of the whole City's parks assets and as such is a citywide and regional resource that has been recognised corporately as requiring a step change in management and investment to secure its long term future. The investment will enhance the park's role as a major destination for visitors to, and residents of, the City.

Relocation of CityParks depot

- 7.26 CityParks currently uses Stanmer Park as a waste transfer site to consolidate material collected from parks and open spaces. Green waste is bulked up to be shredded by contractors and taken to be composted. Metal waste and old machinery from parks is collected in a skip and taken away for recycling. Litter from parks is bulked up before being taken away for disposal.
- 7.27 As well as a planning application, an application will be made to the Environment Agency for a permit to transfer waste, to replace those parks operations currently operated and licensed in Stanmer Park.
- 7.28 Use of Hangleton Bottom as a depot will significantly reduce vehicle movements in Stanmer Park. The new location provides good access for parks staff to maintain parks across the city.

SUPPORTING DOCUMENTATION

Appendices:

1. Stanmer projects timeline
2. Core area masterplan
3. Hangleton Bottom site plan

Background Documents

1. East Sussex, South Downs and Brighton & Hove Waste and Minerals Local Plan.
Waste & Minerals Sites Plan February 2017.

[illegible]



Proposals

1. Lower Lodges entrance enhancements

2. Car parks extended and improved

3. Link to University of Sussex

4. Cycle hire & visitor hub kiosk

5. Possible internal shuttle bus pick up

6. Green Drive - shared use path

7. Restoration of historic tree layout

8. Resurfacing works to access drive

9. Removal of incidental car parks

10. Restoration of the Frankland Monument

11. Opening up views towards Stanmer Church

12. Improved setting of Stamer House

13. Removal of parking outside Stanmer House

14. Biodiversity improvements to the pond

15. New access route

16. New car parks in the Patchway

17. Relocation of industrial uses

18. Pedestrianisation of route to Walled Garden

19. New base for Plumpton College

20. Restoration of traditional Walled Garden

21. Re-establishment of orchards

22. Workshop building to service Stanmer Park

23. Works to enhance the Patchway

24. Overflow car parks for events

25. Interpretation of historic Water Catcher

26. Timber building for use by volunteers

Legend

Stanmer Park HLF & Planning Application

Woodland & trees

General Grassland

Mown grass

Gardens

Nursery / Vegetable Plots

Listed Building / Structure

House

Barn / Office / Greenhouse

Pond

Road (selected areas repaved)

New shared access route

Proposed car parks

Proposed overflow car parks

Proposed planting & trees

Proposed swale & low bank

Public Right of Way - Byway

Public RoW - Footpath

Grass Path

Entrances

Conservation Area Boundary

43 Chalton Street
LONDON NW1 1JD
T: 020 7383 5784
F: 020 7383 4798
london@landuse.co.uk
www.landuse.co.uk

Project
Stanmer Park
Stage II HLF Parks for People Grant

Client
Brighton & Hove City Council

Title
Landscape Proposals
Core Area Masterplan

Scale:
1:2500@A1

Status:
Stage D & Planning

Job No.
6625

Drawing No.
025

Issue
D

Do not scale from this drawing
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Subject:	Land at West Blatchington Primary and Nursery School; Development Agreement with the Secretary of State for Communities and Local Government and 125 year lease for the purpose of providing a permanent home for Kings School		
Date of Meeting:	25 January 2018		
Report of:	Executive Director Economy, Environment and Culture and Executive Director Families Children and Learning		
Contact Officer:	Name:	Gillian Churchill	Tel: 01273 293515
	Email:	Gillian.churchill@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 The purpose of this report is to seek the Committee's authority to enter into a 125 year lease of land at West Blatchington Primary and Nursery School in order to provide a permanent site for Kings School in accordance with an agreement with the Secretary of State for Communities and Local Government.

2. RECOMMENDATIONS:

- 2.1 That the committee delegates authority to the Executive Director Economy, Environment and Culture and Assistant Director Property & Design and Executive Lead for Strategy, Governance and Law to approve the form of lease and the enter into a 125 year lease for land at a peppercorn rent to provide a permanent site for Kings School at the current West Blatchington Primary School site.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 At its meeting on 15 July 2015 Policy and Resources committee approved the continuation of discussions with the Education Funding Agency (now the Education and Skills funding Agency ESFA), the Board of King's School and its promoter the Russell Education Trust (RET) and the governing body of West Blatchington Primary School about a proposal to develop the primary school site as a permanent site for King's School, with a replacement building for West Blatchington Primary School on the same site.
- 3.2 It also confirmed in principle that should these discussions be successful and subject to all necessary consents being obtained, the Council would be willing to enter into a 125 year lease for that part of the site occupied by King's School (either wholly or in shared use with West Blatchington Primary School) with the EFA at a peppercorn rent.

- 3.3 The committee requested that the matter of the 125 year lease will be referred back to Policy and Resources Committee (now Policy Resources and Growth Committee) prior to the lease being signed.
- 3.4 King's School is a secondary free school for up to 150 students per year group plus a sixth form which opened with its first Year 7 cohort in September 2013. King's is temporarily located on the former sixth form site of Portslade Aldridge Community Academy in High Street, Portslade. This site is not large enough for King's once it is full and is not well located for the school's key partner CE primary schools in Hove.
- 3.5 Like other academies and free schools in the city, King's is committed to working in partnership with the Council and other schools in the city as part of the city wide family of schools. It also forms part of the strategy for securing sufficient secondary school places as the number of secondary age children increases.
- 3.6 Since July 2015 the LA has worked with West Blatchington Primary and Nursery School the ESFA and Kings School to develop a scheme that provides the accommodation required by both schools.
- 3.7 The scheme was presented to planning committee at its meeting on 13 September 2017 and the committee resolved to be minded to grant subject to the Secretary of State deciding not to call in the application for determination, and the s106 agreement, conditions and informatives set out in the report as amended.
- 3.8 The Secretary of State confirmed in a letter dated 2 October 2017 not to call in the application and the S106 Agreement was signed on 5 January 2018 with planning consent being granted on 10 January 2018.
- 3.9 During this time work was also being undertaken to complete the Development Agreement and conclude the negotiations on the lease. The Development Agreement (DA) with the Secretary of State for Communities and Local Government sets out the legal structure for the project and includes the form of the 125 year lease which is to be entered into 10 days after Practical Completion of the building project.
- 3.10 The DA has been signed subject to agreement of Policy Resources and Growth committee agreeing the 125 year lease.
- 3.11 The lease as drafted is included at Appendix 1 of this report. At the present time it is not clear whether the lease will be with the Secretary of State for Communities and Local Government (as with the DA) or directly with the Russell Education Trust. This matter will be decided by the Secretary of State prior to entering into the lease.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 Extensive site searches by the ESFA and the Council were unable to identify a suitable alternative permanent site for King's School.

- 4.2 King's School will soon outgrow its current temporary location and it is not possible to provide sufficient accommodation on that site, which in any case is poorly located for the school's admissions policy, which includes a focus on Hove. The school provides essential additional capacity to meet the city's need for secondary school places.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 The initial development of this proposal included discussion with the primary school and its governing body. The school sent letters to parents informing them of the proposal and giving them an opportunity to comment. Relatively few comments were received and most recognised the opportunity for the school which the proposal presents.
- 5.2 There has been considerable consultation with both schools during the course of developing the proposals and with the wider community in advance of submitting the planning application.
- 5.3 The planning process also included the statutory consultation.

6. CONCLUSION

- 6.1 King's School is essential to the secondary school places provision for the city. It cannot remain on its current temporary site as the accommodation will not be large enough for all the school's year groups plus a sixth form and it is not feasible to expand the accommodation suitably on this site.
- 6.2 The proposal provides an opportunity to bring together West Blatchington Primary and Nursery School, the special unit, in a single purpose built building and to remove its dependence on mobile classrooms. The capital costs of this improvement will be met by the ESFA.
- 6.3 Entering into the 125 year lease will secure the site for secondary education.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The 125 year lease will be granted at a peppercorn rent. The council will receive a purpose built replacement Primary and Nursery School at the schools existing site which will be fully funded by the ESFA. The building contract will be with the ESFA and therefore this capital expenditure will not form part of the councils capital programme. The site of the replacement Primary and Nursery School will allow for the existing buildings to continue to be used until the new school is completed.

Finance Officer Consulted: James Hengeveld

Date: 02/01/18

Legal Implications:

- 7.2 The Council is under an obligation to dispose of land for the best price it can reasonably obtain (s123 Local Government Act 1972). However the Secretary of

State has used his power under the act to issue a general consent. This general consent enables a local authority to dispose of land for less than best consideration where the authority considers it will help to secure the promotion or improvement of the economic, social or environmental well-being of the area. The difference between the unrestricted value of the land to be disposed of and the consideration for the disposal cannot exceed £2m.

Lawyer Consulted: Alice Rowland

Date: 12 January 2018

Equalities Implications:

- 7.3 The admissions arrangements for King's School, in accordance with its status as an ecumenical Christian school agreed with the Secretary of State, are fully in accordance with the statutory admissions code. This means that highest priority is given to children in care or adopted from care and to children with a statement of Special Educational Needs where King's is named in the statement. This is followed by priority for siblings of children already attending King's. The allocation of remaining places is shared equally between children who meet the faith criteria set out in the school's admissions policy and those of other faiths or none. The school's vision commits it to being an inclusive school

Sustainability Implications:

- 7.4 Department for Education guidelines for new school buildings require that they are designed and constructed to high sustainability standards and to be highly energy efficient. The buildings for both schools will be significantly more sustainable and energy efficient than the buildings that they replace

Any Other Significant Implications:

- 7.5 None

SUPPORTING DOCUMENTATION

Appendices:

1. 125 year lease

Documents in Members' Rooms

1. None

Background Documents

1. None

DATED 21 December 2017

**AGREEMENT FOR LEASE WITH TENANT'S WORKS (NEW BUILD) AND EARLY ACCESS
FOR TENANT'S FITTING OUT WORKS CONDITIONAL ON PLANNING PERMISSION**

relating to

**LAND AT WEST BLATCHINGTON PRIMARY SCHOOL
HANGLETON WAY HOVE BN3 8BN**

between

BRIGHTON & HOVE CITY COUNCIL (1)

and

**SECRETARY OF STATE FOR
COMMUNITIES
AND LOCAL GOVERNMENT (2)**

Head of Legal Services (ref: FC705.3063)
Room 101 Hove Town Hall
Norton Road Hove BN3 3BQ

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THIS AGREEMENT is dated 21 December 2018 >

PARTIES

- (1) **BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall Norton Road Hove BN3 3BQ (Landlord).
- (2) **SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT** 4th Floor Fry Building, 2 Marsham Street, London SW1P 4DF (Tenant).

BACKGROUND

- (A) The Landlord owns the freehold of the Landlord's Property at West Blatchington Primary School Hangleton Way Hove BN3 8BN and has agreed to grant the Tenant or its nominee a lease of the Property on the terms contained in this agreement.
- (B) The Lease shall contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the lease.
- (C) The Tenant has agreed to apply for detailed planning permission for its proposed works and, subject to obtaining a satisfactory planning permission for those works and the Adjoining Development, to construct the Development as a licensee before the grant of the Lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Academy: an Academy falling within the description contained in section 1(10) Academies Act 2010.

Adjoining Agreement: a development agreement ~~of even date herewith~~ entered into by (1) the Landlord and (2) the Tenant in respect of the Adjoining Development

Adjoining Agreement Unconditional Date: the date upon which the conditions precedent specified in the Adjoining Agreement have been fully discharged or waived in accordance with its terms

Adjoining Development: the works to be carried out by the Tenant on the Adjoining Property pursuant to the Adjoining Agreement.

Adjoining Property: that part of the Landlord's Property shown edged blue on the Plan

WBD for Tenant

Architect: such person as may be appointed as architect for the time being by the Tenant with the approval of the Landlord (such approval not to be unreasonably withheld or delayed), in relation to this agreement and the Building Contract.

Base Rate: the base rate from time to time of Lloyds Bank PLC.

Building Contract: a building contract for the Works to be entered into between the Tenant and the Building Contractor based on the JCT Design and Build Contract, 2011 edition and incorporating such amendments as may be approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) or such other building contract with similar effect as may be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

Building Contractor: such suitably experienced and competent building contractor as may be appointed by the Tenant to carry out the Works and approved by the Landlord (such approval not to be unreasonably withheld or delayed), together with any replacement building contractor that may be appointed by the Tenant in accordance with the terms of this agreement and approved by the Landlord (such approval not to be unreasonably withheld or delayed).

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Collateral Warranties: deeds of collateral warranty from the parties identified in the relevant annex to this agreement together with any replacement party that may from time to time be appointed by the Tenant or the Building Contractor, such deeds to be in the agreed forms annexed to this agreement with such amendments as may be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

Committee: the Landlord's Policy Resources and Growth Committee

Committee Consent: the Committee endorsing a recommendation that the Landlord enter into the Lease.

Committee Long Stop Date: 26 January 2018.

Committee Meeting: a meeting of the Committee.

Compensation Event: an event which impacts upon the delivery and completion of the Works in accordance with the Building Contract which is not the fault of the Building Contractor, Design Sub-contractors or a member of the Professional Team.

Condition: any one of the Part 1 Conditions.

Condition Precedent: the occurrence of the Satisfaction Date.

Contract Rate: 4% per annum above the Base Rate.

Contractor Related Party:

- (a) an officer, agent or employee, contractor or sub-contractor (of any tier) of the Building Contractor acting in the course of his office, employment or appointment (as appropriate); and
- (b) any person visiting the Property at the invitation (whether express or implied) of the Building Contractor and over whom the Building Contractor is able to exercise control.

Court Confirmatory Decision: either:

- (a) a judgment of the High Court or Court of Appeal confirming the grant of Planning Permission, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or
- (b) a judgment of the Supreme Court confirming the grant of Planning Permission.

Design Sub-Contractors: all sub-contractors of the Building Contractor having a design responsibility in relation to the Works under the Building Contract.

Determining Authority: the local planning authority or other appropriate determining body or person.

Development: the construction of the Works on the Property in accordance with the Development Specification.

Development Specification: the plans, specifications, drawings and other data in respect of that part of the Development in the form agreed between the Landlord and the Tenant including any variations or amendments that may be made in accordance with clause 17.6 and clause 17.8.

Direct Losses: all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses.

Employer's Agent: such person as may be appointed as employer's agent for the time being by the Tenant in relation to this agreement and the Building Contract.

Finally Determined: where a Third Party Application has been made, the first of the following events to occur:

- (a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made;

- (b) all Third Party Applications have been withdrawn;
- (c) a Court Confirmatory Decision has been issued; or
- (d) where a Quashing Order has been issued and the Determining Authority has issued a further Planning Permission, the Review Period in respect of that Planning Permission has expired.

Force Majeure Event: the occurrence, after the date of this agreement of:

- (a) war, civil war, armed conflict or terrorism; or
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is as a result of any act of the Tenant or a director, officer, agent, employee, contractor or sub-contractor (of any tier) of the Tenant; or
- (c) pressure waves caused by devices travelling at supersonic speeds;

which directly causes either party to be unable to comply with all or a material part of its obligations under this agreement or which directly causes the Tenant or the Building Contractor to be unable to comply with all or a material part of their obligations under the Building Contract.

Independent Surveyor: the surveyor appointed under clause 12.

Indirect Losses: loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature

Infrastructure Agreements: Any agreement with or disposition within the meaning of section 27(2) of the Land Registration Act 2002 in favour of:

- (a) a statutory undertaker or statutory service provider or local authority in connection with (and containing provisions reinstating the use of the land to) an electricity sub-station, gas governor house, pumping station, balancing pond or other similar utility (including for the avoidance of doubt the grant of rights to such statutory body or demise supply company); or
- (b) a local authority or other statutory body pursuant to a planning, statutory or road dedication obligations.

Landlord's Conveyancer: Head of Legal Services (ref: OA/FC705.3063) Room 101 Hove Town Hall Norton Road Hove BN3 3BQ.

Landlord's Property: the land and premises at West Blatchington Primary School Hangleton Way Hove BN3 8BN registered at the Land Registry under title number ESX310316.

Landlord's Surveyor: the Estates Surveyor of Hove Town Hall Norton Road Hove BN3 3BQ or such other officer that the Landlord shall designate from time to time.

Landlord's Unacceptable Condition: a condition imposed by the Planning Permission or a provision in a Planning Agreement which in the Landlord's reasonable opinion:

- (a) will cause the Planning Permission to be for a limited period only;
- (b) will restrict the operating and servicing hours of the Adjoining Property to hours which are inconsistent with the reasonably anticipated operational requirements of the Landlord; or
- (c) will prevent the Adjoining Land from being used for educational purposes or make it materially more expensive to use it for that use;

Lease: a lease of part of the Property in the agreed form annexed to this agreement subject only to any minor amendments necessitated by any variations made to the Development Specification under clause 17.6 or clause 17.8.

Lease Completion Date: the day that is 10 working days after the Practical Completion Date

Licence Period: the period of up to 12 months from and including the Practical Completion Date until the earlier of completion of the Lease and termination of this agreement.

LTA 1954: Landlord and Tenant Act 1954.

M&E Engineer: such person as may be appointed as mechanical and electrical engineer for the time being by the Tenant, with the approval of the Landlord (such approval not to be unreasonably withheld or delayed), in relation to this agreement and the Building Contract.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Tenant's Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Tenant's Works.

Notice of Completion of Making Good: the Employer's Agent's certificate or written statement issued in accordance with the Building Contract certifying that any defects, shrinkages or faults appearing in the Works during the Rectification Period and for which the Building Contractor is responsible under the Building Contract have been made good.

Part 1 Conditions: part 1 of the Standard Commercial Property Conditions (Second Edition).

Part 2 Conditions: part 2 of the Standard Commercial Property Conditions (Second Edition).

Plan: the plan attached to this agreement at Annex F

Planning Agreement:

- (a) an agreement in respect of and affecting the Property and/or the Adjoining Property, whether or not also affecting other property, entered into pursuant to:
 - (i) section 106 or 106A of the Town and Country Planning Act 1990;
 - (ii) section 111 of the Local Government Act 1972;
 - (iii) section 38 and/or 278 of the Highways Act 1980;
 - (iv) section 104 of the Water Industry Act 1991; or
 - (v) any provision of similar intent;
- (b) an agreement with a water or sewerage undertaker or other appropriate authority as to the water supply to or drainage of surface water and/or effluent from the Property and/or the Adjoining Property; or
- (c) an agreement with any competent authority or body relating to other services including without limit telecommunications, internet or cable providers or other media.

Planning Appeal: an appeal by the Tenant against:

- (a) the refusal of the Determining Authority to grant Planning Permission; or
- (b) the non-determination of the Planning Application; or
- (c) any one or more conditions attached to the Planning Permission.

Planning Appeal Decision: the written decision of the Secretary of State on the Planning Appeal.

Planning Application: the application for Planning Permission that has been submitted to the local planning authority by the Tenant.

Planning Long Stop Date: the date defined in clause 13 and which may be extended as set out in the clause.

Planning Permission: detailed planning permission for the Development and the Adjoining Development.

Practical Completion Date: the date stated in the Practical Completion Statement.

Practical Completion Statement: the Employer's Agent's written statement issued in accordance with the Building Contract stating that practical completion of the Works has occurred according to the terms of the Building Contract and setting out the date on which practical completion occurred.

President: the president for the time being of the RICS.

Principal Designer: such person as may be appointed as a principal designer for the time being by the Tenant with the approval of the Landlord (such approval not to be unreasonably withheld or delayed) for the purposes of this agreement and the CDM Regulations.

Professional Appointment: the appointment of a member of the Professional Team.

Professional Team: the Architect, the Principal Designer, the Employer's Agent, the M&E Engineer, the Structural Engineer and any other specialist advisors or sub-consultants that may, with the approval of the Landlord (not to be unreasonably withheld or delayed), be appointed for the time being in connection with the design and/or management of the Development.

Property: the part of the Landlord's Property shown edged red on the Plan.

Quashing Order: the decision of the court to nullify the Planning Permission granted by either:

- (a) the Determining Authority; or
- (b) the Secretary of State following a Planning Appeal.

Rectification Period: the rectification period or defects liability period for the making good of defects, shrinkages or other faults in the Works under the Building Contract.

Rent: a peppercorn per annum (if demanded).

Requisite Consents: building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Works.

Review Period: either:

- (a) six weeks and ten working days following the date of issue of a Planning Permission by the Determining Authority; or
- (b) six weeks following the date of issue of a Planning Appeal Decision.

RICS: Royal Institution of Chartered Surveyors.

Satisfaction Date: the latest of the following dates:

- (a) the date on which it is established under this agreement that a Satisfactory Planning Permission has been granted;
- (b) the next Working Day after the expiry of the Review Period (provided that no Third Party Application is commenced by such date); and
- (c) in the event that any Third Party Application is commenced, the next Working Day after the date on which:
 - (i) the Third Party Application is Finally Determined; and
 - (ii) a Satisfactory Planning Permission is finally granted or upheld whether after a reference back to the Determining Authority;

so that the Satisfactory Planning Permission is no longer open to challenge in any way by the issue of further Third Party Applications; and

- (d) the date upon which Committee Consent is provided in accordance with this agreement.

Satisfactory Planning Permission: a Planning Permission and Planning Agreement (if any) free from:

- (a) any Landlord's Unacceptable Condition (unless any Landlord's Unacceptable Condition is waived by the Landlord in accordance with this agreement); and
- (b) any Tenant's Unacceptable Condition (unless any Tenant's Unacceptable Condition is waived by the Tenant in accordance with this agreement).

Secretary of State: the Secretary of State for Communities and Local Government or other appropriate Minister in its capacity as Minister of the Crown responsible for determining any Planning Appeal including (where relevant) any inspector appointed to determine any Planning Appeal or the National Assembly for Wales.

Structural Engineer: such person as may be appointed as structural engineer for the time being by the Tenant, with the approval of the Landlord (such approval not to be unreasonably withheld or delayed), in relation to this agreement.

Target Date: 31 January 2020 (as may be extended in accordance with clause 17.3).

Tenant's Conveyancer: Bond Dickinson LLP of St Ann's Wharf, 1123 Quayside, Newcastle upon Tyne NE1 3DX (ref: WJB2/PAR/214.1315).

Tenant's Nominee:

- (a) an Academy or proposed proprietor of an Academy; and/or

- (b) Located Limited (company registration number 07766600); and/or
- (c) a body which is also to become a party to the Building Contract; and/or
- (d) a Minister of the Crown

Tenant's Surveyor: any surveyor whose details may be given in writing from time to time by the Tenant to the Landlord.

Tenant's Unacceptable Condition: a condition imposed by the Planning Permission or a provision in a Planning Agreement which in the Tenant's reasonable opinion is unacceptable

Third Party: a person other than:

- (a) the Landlord;
- (b) the Tenant; or
- (c) anyone acting on the Landlord's or Tenant's behalf.

Third Party Application: either of the following:

- (a) a Third Party's application for judicial review of a decision by the Determining Authority to grant a Satisfactory Planning Permission; or
- (b) a Third Party's application under section 288 of the Town and Country Planning Act 1990 in respect of a decision by the Secretary of State to grant a Satisfactory Planning Permission following a Planning Appeal;

including an application to a higher court appealing against a judgment in respect of an application made under (a) or (b) above, given in a lower court.

Unacceptable Condition: a Landlord's Unacceptable Condition or a Tenant's Unacceptable Condition.

Unconditional Date: the earlier of:

- (a) the Satisfaction Date; and
- (b) the Adjoining Agreement Unconditional Date;
- (c) the date on which the Condition Precedent is waived in accordance with clause 2.3.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Works: the works to construct the Development on the Property to be carried out by the Tenant in accordance with the Development Specification.

Works Long Stop Date: the date which is three years after the Unconditional Date.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include fax or email.
- 1.11 References to a document in **agreed form** are to that document in the form agreed by the parties.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Unless the content otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative

and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 Unless this agreement otherwise expressly provides, a reference to the **Landlord's Property** the **Adjoining Property** the **Property** the **Adjoining Development** the **Development** or the **Works** is to the whole and any part of them.
- 1.17 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

2. CONDITION PRECEDENT

- 2.1 Subject to clause 2.2, this agreement comes into force on the date of this agreement.
- 2.2 Clause 6, clause 8 to 12 (inclusive), clause 15, clause 17 to clause 26 (inclusive), clause 28 to clause 31 (inclusive), clause 34 and clause 35 are conditional on the satisfaction or waiver in accordance with clause 2.3 of the Condition Precedent and shall come into force on the Unconditional Date.
- 2.3 The Landlord and Tenant may only waive the Condition Precedent or any element of it by agreement in writing.

3. COMMITTEE CONSENT

- 3.1 Grant of the Lease is conditional on the Landlord obtaining Committee Consent.
- 3.2 The Landlord will procure that the issue of whether to grant Committee Consent is considered at the next Committee Meeting following the date of this agreement.
- 3.3 The Landlord must keep the Tenant updated with regard to the grant of Committee Consent.
- 3.4 The Landlord must inform the Tenant, and provide a copy of the Committee Consent, within 2 working days of the Committee Consent being granted.

4. LICENCE TO CARRY OUT WORKS

- 4.1 With effect from the date of this agreement the Landlord shall permit the Tenant Building Contractor Design Sub-contractors and the Professional Team to enter upon the Property at its or their risk subject to such reasonable requirements as may be imposed by the Landlord solely for the purpose of carrying out their respective obligations in connection with the Development, including any site investigation and/or preparation or enabling works ahead of commencement of the Works.
- 4.2 The Landlord shall ensure vacant possession is available for the Building Contractor Design Sub-contractors and the Professional Team at all times from the date of this agreement and the Landlord shall at the cost of the Tenant join in any actions or proceedings against trespassers at the Tenant's reasonable request.
- 4.3 If the Tenant enters into occupation of the Property before the Satisfaction Date then as from the date of such occupation the Tenant shall:
- (a) occupy the Property only as the licensee and not otherwise;
 - (b) perform and observe the covenants and conditions contained in the Lease as if a lease in the form of the Lease had been granted so far as the same may be applicable to the licence created by this clause.
- 4.4 Any works carried out at or to the Property by the Tenant before the Satisfaction Date shall be at the sole risk and expense of the Tenant.

5. PLANNING APPLICATION

- 5.1 The Tenant shall use reasonable endeavours to obtain the grant of a Satisfactory Planning Permission as soon as reasonably possible.
- 5.2 If it appears necessary to obtain a Satisfactory Planning Permission, the Tenant may amend the Planning Application or withdraw and submit in substitution a revised application for Planning Permission. Any material amendment, withdrawal and substitution shall be approved by the Landlord (such approval not to be unreasonably withheld or delayed).
- 5.3 The Tenant shall not do anything which may prejudice or obstruct the progress of any Planning Application or Planning Appeal made pursuant to this agreement.

6. PLANNING APPEAL

If the Tenant elects to lodge a Planning Appeal, then the Tenant shall pursue the Planning Appeal with all due diligence.

7. CO-OPERATION OF LANDLORD

7.1 The Landlord shall co-operate with the Tenant and without prejudice to clause 42 use reasonable endeavours to assist the Tenant in obtaining a Satisfactory Planning Permission which shall include entering into a Planning Agreement if reasonably required by the Tenant or the Determining Authority.

7.2 Without prejudice to clause 42 the Landlord shall give all reasonable assistance to the Tenant in pursuing a Planning Appeal.

8. NOTIFICATION OF PLANNING DECISIONS

8.1 The Tenant shall promptly inform the Landlord of any decision it may take in relation to the making, amending or resubmission of a Planning Application or the making of a Planning Appeal.

8.2 Within fifteen working days of receiving notice of the grant of Planning Permission, the Tenant shall give notice to the Landlord in writing whether or not a condition imposed on the Planning Permission is a Tenant's Unacceptable Condition. The Tenant shall give reasons if it considers that a condition or requirement is a Tenant's Unacceptable Condition.

8.3 Within 10 working days of receiving notice from the Tenant under clause 8.2 of the grant of Planning Permission, the Landlord shall give notice to the Tenant in writing whether or not a condition imposed on the Planning Permission is a Landlord's Unacceptable Condition. The Landlord shall give reasons if it considers that a condition is a Landlord's Unacceptable Condition.

9. PLANNING AGREEMENTS

9.1 If a Planning Agreement is required, the Tenant shall (in consultation with the Landlord (who shall act reasonably and promptly)) use reasonable endeavours to negotiate and agree the terms of the Planning Agreement free from any Tenant's Unacceptable Conditions as quickly as reasonably possible.

9.2 Within 10 working days of the final form of the Planning Agreement being agreed, the Tenant shall send a copy of it to the Landlord.

9.3 At the same time as the Tenant sends the final form of the Planning Agreement to the Landlord in accordance with clause 9.2, the Tenant shall give notice to the Landlord in writing whether or not any provision of the final form of any Planning Agreement (if completed in that form) would be a Tenant's Unacceptable Condition. The Tenant shall give reasons if it considers that the final form of any Planning Agreement (if completed in that form) would be subject to any Tenant's Unacceptable Condition.

9.4 The Tenant shall keep the Landlord indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising as a result of a Planning Agreement except in respect of any provision of a Planning Agreement that relates to the ongoing use and management of the Landlord's Property or to the use and occupation of any part or parts of the Landlord's Property other than the Property.

10. RIGHT TO WAIVE UNACCEPTABLE CONDITIONS

10.1 The Tenant may waive its right to treat any condition to a Planning Permission or provision of a Planning Agreement as a Tenant's Unacceptable Condition by giving written notice to the Landlord on or before any of the following dates:

- (a) the date which is 10 working days after the date on which the Landlord serves a notice under clause 8.2 that the condition or requirement is a Tenant's Unacceptable Condition;
- (b) the date which is 10 working days after the date on which the Tenant serves a notice under clause 9.3 that the provision of the final form of a Planning Agreement (if completed in that form) would be a Tenant's Unacceptable Condition; and
- (c) that date which is 10 working days after the date on which it receives the Independent Surveyor's written decision pursuant to clause 12.5(b) that a condition to the Planning Permission or provision of the Planning Agreement is a Tenant's Unacceptable Condition.

10.2 The Landlord may waive its right to treat any condition to a Planning Permission as a Landlord's Unacceptable Condition by giving written notice to the Tenant on or before any of the following dates:

- (a) the date which is 10 working days after the date on which the Landlord serves a notice under clause 8.3 that the condition is a Landlord's Unacceptable Condition; and
- (b) that date which is 10 working days after the date on which it receives the Independent Surveyor's written decision pursuant

to clause 12.5(b) that a condition to the Planning Permission is a Landlord's Unacceptable Condition.

11. THIRD PARTY APPLICATIONS

If a Third Party Application is made, the Tenant shall:

- (a) keep the Landlord regularly informed of the progress of any Third Party Application; and
- (b) within 10 working days after receiving it, give the Landlord a copy of any judgment issued by the court in relation to the Third Party Application proceedings.

12. UNACCEPTABLE CONDITION DISPUTES

12.1 In the event of any dispute arising between the Landlord and the Tenant about whether or not a condition to the Planning Permission is an Unacceptable Condition or a provision of the Planning Agreement is a Tenant's Unacceptable Condition, the Landlord and the Tenant shall use reasonable endeavours to seek to settle the dispute as quickly as possible. If the dispute has not been settled within a period of 20 working days of the dispute arising then it shall be referred to an Independent Surveyor to determine.

12.2 An Independent Surveyor shall be appointed by agreement between the Landlord and the Tenant or, if the Landlord and Tenant are unable to agree an appointment, either of them may request the appointment to be made by the President.

12.3 An Independent Surveyor must be a Fellow of the RICS, with at least ten years' post qualification experience including experience in development of the same type as the Development.

12.4 If an Independent Surveyor appointed dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:

- (a) either the Landlord or the Tenant may apply to the President to discharge the appointed Independent Surveyor and to appoint a replacement Independent Surveyor; and
- (b) this clause shall apply in relation to the replacement Independent Surveyor as if the first appointed Independent Surveyor.

12.5 The Independent Surveyor shall act as an expert and shall be required to:

- (a) decide whether or not a condition to the Planning Permission is an Unacceptable Condition or provision of the Planning Agreement is a Tenant's Unacceptable Condition; and
- (b) prepare a written note of the decision and give a copy of the decision to both the Landlord and the Tenant within 10 working days of the date of the Independent Surveyor's appointment.

12.6 The Independent Surveyor's written decision shall be final and binding in the absence of manifest error or fraud.

12.7 The costs of the Independent Surveyor shall be borne equally by the Landlord and the Tenant or in such different proportion as the Independent Surveyor shall direct.

13. PLANNING LONG STOP DATE

13.1 Subject to clause 13.3, the Planning Long Stop Date is the date which falls 18 months after the date upon which the Planning Application is submitted unless on the date which falls 18 months after the submission of the Planning Application:

- (a) a Planning Application has been submitted to the Determining Authority but has not been determined;
- (b) a Planning Appeal has been lodged but has not been determined;
- (c) a Planning Permission has been granted but it is not yet established under this agreement whether or not the Planning Permission is a Satisfactory Planning Permission;
- (d) a Satisfactory Planning Permission has been granted but the Review Period has not expired; or
- (e) a Satisfactory Planning Permission has been granted but a Third Party Application has been made which has not been Finally Determined;

in which case the Planning Long Stop Date shall be extended as set out in clause 13.2.

13.2 If any of the circumstances set out in clause 13.1(a) to clause 13.1(e) (inclusive) apply, the Planning Long Stop Date shall be extended to:

- (a) (where clause 13.1(a) applies) the date which is 10 working days after the latest of the following dates:
 - (i) the date on which the Planning Application is refused by the Determining Authority (including a deemed refusal under section 78(2) of the Town and Country Planning Act 1990);

- (ii) if a Planning Permission is granted pursuant to the Planning Application, the date on which it is established under this agreement that the Planning Permission is not a Satisfactory Planning Permission;
 - (iii) if it is established under this agreement that the Planning Permission granted pursuant to the Planning Application is a Satisfactory Planning Permission, the date on which the Review Period expires; and
 - (iv) if it is established under this agreement that the Planning Permission granted pursuant to the Planning Application is a Satisfactory Planning Permission and a Third Party Application is made within the Review Period, the date on which the Third Party Application is Finally Determined;
- (b) (where clause 13.1(b) applies) the date which is 10 working days after the latest of the following dates:
 - (i) the date on which the Planning Appeal is dismissed;
 - (ii) if a Planning Permission is granted pursuant to the Planning Appeal, the date on which it is established under this agreement that the Planning Permission is not a Satisfactory Planning Permission;
 - (iii) if it is established under this agreement that the Planning Permission granted pursuant to the Planning Appeal is a Satisfactory Planning Permission, the date on which the Review Period in respect of the Planning Appeal Decision expires; and
 - (iv) if it is established under this agreement that the Planning Permission granted pursuant to the Planning Appeal is a Satisfactory Planning Permission and a Third Party Application is made within the Review Period, the date on which the Third Party Application is Finally Determined;
- (c) (where clause 13.1(c) applies) the date which is 10 working days after the latest of the following dates:
 - (i) the date on which it is established under this agreement that the Planning Permission is not a Satisfactory Planning Permission;
 - (ii) if it is established under this agreement that the Planning Permission is a Satisfactory Planning Permission, the date on which the Review Period expires;
 - (iii) if it is established under this agreement that the Planning Permission is a Satisfactory Planning Permission and a

Third Party Application is made within the Review Period, the date on which the Third Party Application is Finally Determined.

(d) (where clause 13.1(d) or clause 13.1(e) applies) the date which is 10 working days after the latest of the following dates:

- (i) the date on which the Review Period expires;
- (ii) if a Third Party Application is made within the Review Period, the date on which the Third Party Application is Finally Determined.

13.3 Notwithstanding the provisions of clause 13.1 and clause 13.2, the Planning Long Stop Date shall in no circumstances be later than 36 months of the date hereof.

14. TERMINATION

14.1 If the Committee Consent has not been provided by the Committee Long Stop Date, either party may at any time after the Committee Long Stop Date (but only before the date upon which Committee Consent has been provided) give written notice to terminate this agreement.

14.2 If the Unconditional Date has not occurred by the Planning Long Stop Date either the Landlord or the Tenant may at any time after the Planning Long Stop Date (but only before the Unconditional Date) give written notice to the other to determine this agreement.

15. AGREEMENT FOR LEASE

15.1 In consideration of the Tenant's obligations under this agreement and the Adjoining Agreement and subject to obtaining Committee Consent under Clause 3, the Landlord shall grant to the Tenant with full title guarantee and the Tenant shall accept from the Landlord the Lease on the terms set out in this agreement. No purchase price, premium, or deposit is payable.

15.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant or the Tenant's Nominee.

15.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Landlord's Property save that the Tenant can assign the whole of the benefit of this agreement to a Tenant's Nominee.

15.4 Conditions 1.5 and 2.2 do not apply to this agreement.

16. EXCLUSION OF SECURITY OF TENURE

16.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this agreement was entered into (a certified copy of which notice is annexed to this agreement); and
- (b) *w90 for tenant* [with ~~now~~ John DEBOTHANT], who was duly authorised by the Tenant to do so], made a statutory declaration dated [19/11/2017] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which statutory declaration is annexed to this agreement).

17. WORKS

17.1 The Tenant shall apply for and use reasonable endeavours to obtain the Requisite Consents in respect of the Works.

17.2 The Landlord hereby permits the Tenant to enter onto the Landlord's Property in order to carry out and complete the Works.

17.3 The Tenant shall use reasonable endeavours to procure that the Practical Completion Date occurs by the Target Date which shall be extended commensurate with any extensions of time:

- (a) allowed by the Employer's Agent under the terms of the Building Contract; or
- (b) certified by the Employer's Agent as being fair and reasonable, having regard to the delay in question, where completion of the Works is delayed due to an event or cause that is beyond the Tenant's reasonable control.

17.4 The Tenant shall use all reasonable endeavours to procure that the Works are carried out:

- (a) with due diligence and in a good and workmanlike manner;
- (b) using only good quality materials and well-maintained plant and equipment;
- (c) in accordance with this agreement, the Satisfactory Planning Permission, the Development Specification and the Requisite Consents;
- (d) in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;

- (e) in compliance with all relevant British Standards, codes of practices and good building practice;
- (f) take all proper steps to ensure that carrying out the Works does not make any neighbouring land or buildings unsafe.
- (g) so as to cause as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Landlord's Property forms part of any neighbouring land and not infringe any of their rights nor the rights of any other person in relation to the Landlord's Property; and
- (h) by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Landlord's Property and the Landlord's Property.

17.5 The Tenant shall:

- (a) co-ordinate or procure co-ordination of the Professional Team;
- (b) keep the Landlord's Surveyor regularly informed as to progress of the Works;
- (c) without prejudice to clause 17.2, promptly inform the Landlord's Surveyor of any material problems or delays in the performance of the Building Contract together with the Tenant's recommendations for overcoming and/or mitigating them; and
- (d) give at least five working days' notice to the Landlord's Surveyor of all meetings to be held in connection with the progress of the Works and permit the Landlord's Surveyor to attend and to make representations.

17.6 The Tenant shall:

- (a) agree in writing with the Landlord that the Tenant is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations and the parties agree that this clause is such an agreement;
- (b) comply with its obligations as a client for the purposes of the CDM Regulations;
- (c) ensure that the Principal Designer and Building Contractor comply with their respective obligations under the CDM Regulations;
- (d) ensure that all relevant documents relating to the Works are placed in the health and safety file for the Property by the Principal Designer or Building Contractor in accordance with the CDM Regulations.

17.7 The Tenant shall not (subject to clause 17.8) vary, alter, add to or remove anything from the Development Specification without the Landlord's consent (such consent not to be unreasonably withheld or delayed).

17.8 The Tenant may make variations to the Development Specification without the Landlord's consent provided that:

- (a) the variations are insubstantial and immaterial;
- (b) the variations are in accordance with the Satisfactory Planning Permission, the Requisite Consents in respect of the Works and any statutory requirements;
- (c) any substitute materials used are of an equal or better quality and suitability to those originally specified;
- (d) the variations do not delay the completion of the Works;
- (e) the Tenant informs the Landlord of the variations within a reasonable time; or
- (f) the variations are required by any local or competent authority or statutory undertaking as a condition of the grant or continuance of the Satisfactory Planning Permission or any of the Requisite Consents

17.9 The Tenant may make other variations to the Development Specification required as a result of policy or funding alterations in respect of the Works with the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

17.10 Subject to clause 9.4 the Landlord will at the direction of the Tenant enter into Infrastructure Agreements which the Tenant (acting reasonably) specifies are required for the purposes of the Development

18. INSPECTION

The Landlord and any employee of the Landlord may enter the Property, at any time after the commencement of the Works, upon reasonable notice to the Tenant and the Building Contractor, to inspect progress of the Works and the materials used. In entering the Property, the Landlord and Landlord's Surveyor shall not obstruct progress of the Works and shall

16.1 not give any instructions or make any representations directly to the Building Contractor or Professional Team; and

16.2 comply with the Tenant's and Building Contractor's health and safety and site rules.

19. PROFESSIONAL TEAM

- 19.1 The Tenant confirms it has taken (or in the case of a substitute member of the Professional Team shall take) all reasonable steps to be reasonably satisfied that each member of the Professional Team is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.
- 19.2 Subject to clause 19.1, the Tenant shall once such of the Requisite Consents have been obtained so as to enable the Works to commence appoint the members of the Professional Team and shall supply certified copies of each Professional Appointment to the Landlord.
- 19.3 The Tenant shall procure that the terms of the Professional Appointment of the Employer's Agent requires it to act impartially when exercising its power to issue statements, certificates and award extensions of time under the Building Contract and under this agreement.
- 19.4 The Tenant shall use reasonable endeavours to procure that each member of the Professional Team performs and observes the terms of its Professional Appointment. The Tenant agrees not to materially vary, waive or release any member of the Professional Team's Professional Appointment without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 19.5 The Tenant shall not do or omit to do anything that would entitle any member of the Professional Team to regard its employment under its Professional Appointment as terminated. The Tenant shall inform the Landlord as soon as reasonably practicable if the Landlord believes that any member of the Professional Team may be intending to rescind its Professional Appointment.
- 19.6 The Tenant shall not terminate the employment of any member of the Professional Team under its Professional Appointment or treat such Professional Appointment as repudiated without first informing the Tenant of its intention to do so and discussing with the Landlord the appointment of a suitable substitute approved by the Landlord (such approval not to be unreasonably withheld or delayed).

20. BUILDING CONTRACT

- 20.1 The Tenant confirms it shall take, reasonable steps to be reasonably satisfied that the Building Contractor is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.

- 20.2 The Tenant shall once such of the Requisite Consents have been obtained so as to enable the Works to commence enter into the Building Contract with the Building Contractor, appoint the Building Contractor as the principal contractor for the purposes of the CDM Regulations, and supply a certified copy of the Building Contract to the Landlord.
- 20.3 The Tenant shall use reasonable endeavours to procure that the Building Contractor performs and observes the terms of the Building Contract. The Tenant agrees not to materially vary, waive or release any of the terms of the Building Contract without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 20.4 The Tenant shall not do or omit to do anything that would entitle the Building Contractor to regard the Building Contract as terminated by breach. The Tenant shall inform the Landlord as soon as reasonably practicable if the Tenant believes the Building Contractor may be intending to rescind the Building Contract.
- 20.5 The Tenant shall not terminate the employment of the Building Contractor or treat the Building Contract as repudiated without first informing the Landlord of its intention to do so and discussing with the Landlord the appointment of a suitable substitute contractor approved by the Landlord (such approval not to be unreasonably withheld or delayed).

21. PRACTICAL COMPLETION AND RECTIFICATION PERIOD

- 21.1 The Tenant shall use reasonable endeavours to procure that the Employer's Agent:
- (a) gives at least five working days' notice to the Landlord of the Employer's Agent's intention to inspect the Works for the purpose of issuing the Practical Completion Statement and allows the Landlord and the Landlord's Surveyor to attend the inspection and make representations to the Tenant either during the inspection or in writing immediately thereafter; and
 - (b) without fettering the discretion of the Employer's Agent in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 21.1(a) when considering whether to issue the Practical Completion Statement in accordance with the terms of the Building Contract.
- 21.2 The Tenant shall use reasonable endeavours to procure that the Employer's Agent gives a copy of the Practical Completion Statement

to the Landlord as soon as practicable after its issue together with a copy of any accompanying snagging list.

- 21.3 The issue of the Practical Completion Statement shall be conclusive evidence binding on the parties that the Works have been completed in accordance with the terms of this agreement
- 21.4 The Tenant shall use reasonable endeavours to procure that the Employer's Agent gives a copy of the Notice of Completion of Making Good to the Landlord as soon as practicable after its issue.
- 21.5 The Tenant shall use reasonable endeavours to procure the grant of the Collateral Warranties in favour of the Landlord as soon as reasonably practicable after the Unconditional Date and in any event prior to the date on which the Lease is completed.

22. WORKS LONG STOP DATE

If the Practical Completion Date has not occurred by 4.00 pm on the Works Long Stop Date, either the Landlord or the Tenant may, at any time after the Works Long Stop Date (but before the Practical Completion Date), give written notice to the other that, unless the Practical Completion Date occurs within 20 working days of the receipt of that notice (time being of the essence), it may determine this agreement. If the Practical Completion Date does not occur within 20 working days of receipt of that notice then it may, by further written notice determine this agreement with immediate effect.

23. INSURANCE

- 23.1 From the Unconditional Date until the Practical Completion Date, the Tenant shall insure or shall procure that the Building Contractor insures the Works and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Landlord's Property and intended for incorporation in the Works against all perils resulting in loss or damage thereto on customary contractors' all risks terms:
- (a) in the joint names of the Landlord the Tenant and the Building Contractor; and
 - (b) for not less than their full reinstatement value (taking into account the progress of the Works) together with all site clearance and professional fees incurred in connection with such reinstatement
- 23.2 In the event of any loss or damage occurring before the Practical Completion Date to the Works or the Landlord's Property, the Tenant shall procure that their reinstatement or replacement is carried out

diligently and with all reasonable speed. The Tenant shall apply the proceeds of the insurance towards such reinstatement or replacement.

23.3 The Tenant shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal Landlord's Property for an indemnity of not less than £10,000,000 for any one occurrence or series of occurrences arising out of the same event. Such insurance shall be maintained from the Unconditional Date until the end of the Rectification Period.

23.4 The Tenant shall require the Building Contractor, each member of the Professional Team and each Design Sub-Contractor, as a condition of its appointment or contract, to maintain professional indemnity insurance cover with a reputable insurer for an amount not less than that stated in Schedule 1. The insurance cover must be maintained for a minimum of 6 years following the Practical Completion Date, provided that the insurance is available at commercially reasonable rates and terms.

W&D for
Tenant

23.5 The Landlord and the Tenant mutually agree not knowingly to do or permit anything to be done that may render any insurance policy void or voidable.

23.6 Conditions 7.1.1, 7.1.2, 7.1.3 and 7.1.4(b) do not apply to this agreement.

24. DAMAGE AFTER PRACTICAL COMPLETION

24.1 The Landlord shall not be entitled to refuse to complete or to delay completion of the grant of the Lease due to any event occurring after the Practical Completion Date that results in:

- (a) any damage to the Landlord's Property or any part of it;
- (b) any damage to the means of access to the Landlord's Property;
or
- (c) any deterioration in the Landlord's Property's condition

25. INDEMNITIES

25.1 The Landlord shall indemnify and keep the Tenant indemnified at all times from and against liability for Direct Losses arising from:

- (a) any claim for or in respect of death and/or personal injury of any employee of or person engaged by the Tenant or the Building Contractor or a Contractor Related Party;

- (b) any physical loss or damage to the Building Contractor's or a Contractor Related Party's assets or to the Tenant's assets (which for the purposes of this indemnity shall include the assets comprised within the Works);
- (c) any breach of statutory duty for which the Tenant is liable;
- (d) any third party actions, claims and/or demands including costs, charges and expenses (including legal expenses on an indemnity basis) arising in consequence thereof brought against the Tenant or the Building Contractor or a Contractor Related Party;

which may arise out of or in consequence of the performance or non-performance of this agreement by the Landlord or any negligent or wilful act or omission of the Landlord which in each case is a breach of the Landlord's obligations under this agreement other than to the extent that such performance or non-performance or negligent or wilful misconduct would not have occurred but for a breach by the Tenant of its obligations under this agreement.

25.2 The Landlord further agrees that (to the extent not already provided for under the provisions of clause 25.1) any breach by the Landlord of its obligations under this agreement which results in the occurrence of a Compensation Event and the occurrence of a Compensation Event arising as a consequence of a request by the Landlord for the Tenant to do or omit to do anything under this Agreement or the Building Contract shall in either case be the responsibility of the Landlord and accordingly the Landlord shall indemnify and keep the Tenant and any Tenant's Nominee indemnified (subject to the Tenant's duty to secure the mitigation of any loss arising) against any Direct Losses incurred by the Tenant or the Tenant's Nominee or on behalf of the Tenant or the Tenant's Nominee by reason of the occurrence of a Compensation Event for which the Landlord is responsible under the provisions of this agreement other than to the extent that such Compensation Event would not have occurred but for a breach by the Tenant or the Tenant's Nominee (as the case may be) of its obligations under the Building Contract. For the avoidance of doubt the indemnity in this clause 25.1 applies to the liabilities of the Tenant or the Tenant's Nominee under the form of the Building Contract and shall not apply to any increase in such liabilities arising from a variation of the terms of the Building Contract which materially increases liabilities under the Building Contract.

25.3 The Landlord shall have no liability to the Tenant or the Tenant's Nominee pursuant to this Agreement including this clause 25 to the extent that any Direct Losses or Indirect Losses are covered by insurance pursuant to this agreement, the Building Contract or any

other contract to which the Tenant or Tenant's Nominee is a party and are recovered under such insurance, or are recovered pursuant to any other contract to which the Tenant or Tenant's Nominee is a party.

26. COMPENSATION AND RELIEF EVENTS

- 26.1 The Tenant shall be entitled at its sole discretion to agree to any proposals made by the Building Contractor that would lead to the mitigation of any losses that arise, the prompt reinstatement of any parts of the Works that may have been damaged or destroyed and to any proposals for any extension of time that may be forthcoming from the Building Contractor and which may result in the Works not being completed within the programme previously established by the Contractor and to make any payment or settle any claim arising from a Compensation Event in each case consulting with the Landlord so far as is reasonably practicable and advising the Landlord of the outcome.
- 26.2 The Landlord agrees that it shall upon reasonable request and within a reasonable time stated in the request (which timescale will be considered reasonable, without prejudice to other reasons, where it is required in order to comply with timescales under the Building Contract and where the request has been made as soon as reasonably practicable) provide such information, documents and any records in the possession of the Landlord and which the Landlord is lawfully entitled to disclose that are reasonably required by the Tenant or the Tenant's Nominee to operate the Building Contract effectively in relation to a Compensation Event which it is alleged has been caused by the Landlord.
- 26.3 In the event that a claim is made by the Building Contractor to which this clause 26 applies, the Tenant shall take due account of all information provided by the Landlord where the Landlord may be in whole or in part responsible for the circumstances that give rise to the Compensation Event and the Tenant shall use all reasonable endeavours to resist such claim and to require mitigation of the claim where it ought reasonably to do so but otherwise shall be entitled to act in its sole discretion in its negotiations with the Building Contractor regarding any claim that the Building Contractor makes under the terms of the Building Contract.

27. CONDITIONS

- 27.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:
- (a) are applicable to the grant of a lease;

- (b) are not inconsistent with the other clauses in this agreement;
and
- (c) have not been modified or excluded by any of the other clauses
in this agreement.

27.2 The Part 2 Conditions are not incorporated in this agreement.

27.3 Condition 1.1.1(d) is amended so that "completion date" means the "Lease Completion Date" as defined in this agreement.

27.4 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this agreement.

27.5 Condition 1.1.4(a) does not apply to this agreement.

**28. TENANT'S FURTHER OCCUPATION FOLLOWING COMPLETION OF THE WORKS
BUT PRIOR TO THE GRANT OF THE LEASE**

28.1 During the Licence Period the Tenant is entitled to occupy the Landlord's Property for the purpose of:

- (a) carrying out and completing the Works;
- (b) following notification of the Landlord: moving materials and equipment into the Property and carrying out preparatory work and activities in anticipation of the Property being used for the purpose authorised by the Lease Provided That the Tenant shall comply at all times with the terms of this agreement and use all reasonable endeavours to avoid disturbing the Landlord or any occupiers of the Landlord's Property or other neighbouring land.

28.2 This agreement does not operate as a demise of the Property and during the Licence Period:

- (a) any occupation of the Landlord's Property by the Tenant is by way of licence only;
- (b) the Tenant does not have, and is not entitled to, any estate, right or interest in the Landlord's Property;
- (c) the Tenant shall not open and trade from the Landlord's Property nor (save as provided for by way of a separate written agreement with the Landlord by deed) use the Landlord's Property for the purpose authorised by the Lease;
- (d) the parties shall observe and perform their respective obligations imposed by the covenants and conditions in the Lease (to the extent that they are not inconsistent with the

other provisions of this agreement) as if the Lease had been completed on the Practical Completion Date;

- (e) the Landlord shall have the same rights and remedies in respect of any breach of the obligations imposed on the Tenant by the covenants and conditions in the Lease as if the Lease had been completed on the Practical Completion Date; and
- (f) the Tenant shall pay to the Landlord by way of licence fees sums (if any) equal to the rents and other monies that would be payable by the Tenant under the Lease at the same times and in the same manner as if the Lease had been granted on the Practical Completion Date.

28.3 The parties agree that any licence fees paid by the Tenant pursuant to clause 28.2(f) shall be taken into account when calculating the rents payable under the Lease for the same period following completion of the Lease.

29. DEDUCING TITLE

29.1 The Landlord's freehold title to the Landlord's Property has been deduced to the Tenant's Conveyancer before the date of this agreement.

29.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any objection, enquiry or requisition in relation to the Landlord's title.

29.3 Conditions 6.1, 6.2, 6.3, 6.4.2, 10.2.4, 10.2.5, and 10.3 do not apply to this agreement.

30. TITLE GUARANTEE

30.1 The Landlord shall grant the Lease with no title guarantee and with no covenants for title, whether express or implied.

30.2 Condition 6.6.2 does not apply to this agreement.

31. MATTERS AFFECTING THE LANDLORD'S PROPERTY

31.1 The Landlord shall grant the Lease to the Tenant free from encumbrances other than:

- (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry as at 17 November 2016 at 10:58:45 under title number ESX310316;

- (b) all matters contained or referred to in the Lease;
- (c) any matters discoverable by inspection of the Landlord's Property before the date of this agreement;
- (d) any matters which the Landlord does not and could not reasonably know about;
- (e) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this agreement;
- (f) public requirements;
- (g) any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002;
- (h) any Planning Agreement.

31.2 The Tenant is deemed to have full knowledge of the matters referred to in clause 31.1 and shall not raise any enquiry, objection, requisition or claim in respect of any of them save in respect of enquiries arising as a result of pre-completion Land Registry searches and requisitions on title undertaken and issued by the Tenant's Conveyancer.

31.3 Conditions 3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.3 and 6.6.3 do not apply to this agreement.

32. TERMINATION ON MATERIAL NON-COMPLIANCE BY THE TENANT AND TERMINATION ON TERMINATION OF THE ADJOINING AGREEMENT

32.1 If at any time there is any material non-compliance by the Tenant with any of its obligations under this agreement and such default is either:

- (a) not capable of being remedied; or
- (b) is capable of remedy but the Tenant has not remedied the default within 20 working days (or such longer period as may be reasonable in the circumstances) after service on the Tenant by the Landlord of a notice specifying the default;

the Landlord may, at any time prior to grant of the Lease, determine this agreement by giving written notice to the Tenant.

33. CONSEQUENCES OF TERMINATION

If the Landlord gives notice to determine this agreement under clause 14, clause 22 or clause 32 or the Tenant gives notice to determine this agreement under clause 14, clause 22 or clause 32:

- (a) this agreement shall be terminated with immediate effect from the date of the notice to determine and none of the parties shall have any further rights or obligations under this agreement except for:
 - (i) the rights of any party in respect of any earlier breach of this agreement; and
 - (ii) the obligations in clause 32 which shall continue in force notwithstanding the termination of this agreement;
- (b) the Tenant shall immediately cancel all entries relating to this agreement registered against the Landlord's title;
- (c) the Tenant shall as soon as reasonably practicable following termination of this agreement:
 - (i) vacate the Landlord's Property; and
 - (ii) remove all of the Tenant's chattels from the Landlord's Property

34. TIMETABLE FOR ENGROSSMENTS

- 34.1 The Landlord's Conveyancer shall send the engrossed counterpart Lease to the Tenant's Conveyancer within 5 working days after the Practical Completion Date;
- 34.2 The Tenant shall execute the counterpart Lease within five working days after it has been submitted to the Tenant's Conveyancer.

35. COMPLETION OF GRANT OF THE LEASE

- 35.1 Completion of the grant of the Lease shall take place on the Lease Completion Date.
- 35.2 Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".
- 35.3 Condition 9.3 does not apply to this agreement.

36. VAT

- 36.1 Each amount stated to be payable under or pursuant to this agreement is exclusive of VAT (if any).
- 36.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this agreement, the paying party shall pay to the other party an amount equal to that VAT.
- 36.3 Condition 1.4 does not apply to this agreement.

37. ENTIRE AGREEMENT

- 37.1 This agreement the Adjoining Agreement and the documents annexed to them constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 37.2 The Tenant acknowledges that:
- (a) in entering into this agreement and any documents annexed to it the Tenant does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
 - (i) set out in this agreement or the documents annexed to it; or
 - (ii) made or provided in response to enquiries raised as a result of pre-completion Land Registry searches or requisitions on title; or
 - (iii) contained in any written replies that the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this agreement; and
 - (b) no representation or warranty is given or is to be implied by:
 - (i) the Landlord entering into this agreement; or
 - (ii) any step taken by or on behalf of the Landlord in connection with this agreement;as to the suitability of the Landlord's Property for the Works.
- 37.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 37.4 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Landlord's Conveyancer has

given to any written enquiries raised by the Tenant's Conveyancer before the date of the agreement is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."

38. JOINT AND SEVERAL LIABILITY

38.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

38.2 Condition 1.2 does not apply to this agreement.

39. NOTICES

39.1 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

39.2 Any notice or document to be given or delivered under this agreement may be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or

39.3 Any notice or document to be given or delivered under this agreement must be sent to the relevant party as follows:

- (a) to the Landlord at Room 101 Hove Town Hall Norton Road Hove BN3 3BQ
- (b) to the Tenant at 4th Floor Fry Building, 2 Marsham Street, London SW1P 4DF and Sanctuary Buildings, Great Smith Street, Westminster, London SW1P 3BT

or as otherwise specified by the relevant party by notice in writing to each other party.

39.4 Any change of the details in clause 39.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five working days after deemed receipt of the notice.

39.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

39.6 Any notice or document given or delivered in accordance with clause 39.1, clause 39.2 and clause 39.3 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting.

39.7 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed or that the notice or document was left at the address; or
- (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.

39.8 A notice or document given or delivered under this agreement shall not be validly given or delivered if sent by email.

39.9 Condition 1.3 does not apply to this agreement.

39.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

40. THIRD PARTY RIGHTS

(Save in respect of any party to whom this agreement has been assigned in accordance with clause 15.3) a person 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.

41. POWERS OF THE LOCAL AUTHORITY

This document being executed by the Landlord as freeholders of the Landlord's Property and nothing herein contained shall be deemed to

affect the powers authorities and rights of Brighton & Hove City Council as a local authority or as owners of any other Landlord's Property

42. DISPUTES

Save as provided for in clause 12 of this agreement any disputes between the parties shall be resolved by a person nominated by or on behalf of the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations) or if pursuant to clause 15.3 the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations) becomes a party to this agreement such dispute shall be referred on the application of either party to the Centre for Effective Dispute Resolution (**CEDR Solve**).

43. CONSULTATION AND LIAISON

43.1 Each of the Landlord and the Tenant shall ensure that in the case of the Landlord the Landlord's Surveyor and in the case of the Tenant, the Tenant's Surveyor shall consult and regularly liaise with each other in relation to all matters relating to the performance of the Building Contract and in particular each party will:

- (a) use all reasonable endeavours to avoid unnecessary disputes and claims against the other party to this agreement
- (b) not interfere with the rights of any other party and its servants, agents, representatives, contractors or subcontractors (of any tier) in performing its obligations under this agreement nor in anyway hinder or prevent such other party or its servants, agents, representatives or subcontractors (of any tier)) on its behalf from performing those obligations; and
- (c) use reasonable endeavours to assist the other party (and their servants, agents, representatives or subcontractors (of any tier) in performing its obligations under this agreement so far as is reasonably practicable.

43.2 Nothing in this Clause 43 shall:

- (a) interfere with the right of each party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this agreement and in the manner in which it consider to be the most effective and efficient;
- (b) oblige any party to incur any additional cost or expense or suffer any loss of profit in excess of that required by its proper performance of its obligations under this agreement;

- (c) relieve a party from any obligation under any indemnity contained in this agreement or from any obligation to pay any debt due or payable under such documents;
- (d) fetter in any manner the discretion of the Landlord or the Tenant in performing their respective statutory duties;
- (e) oblige the Landlord to perform the Tenant's obligations under this agreement or under the Building Contract; or
- (f) oblige either party to waive any entitlement it may have in connection with this agreement.

44. FORCE MAJEURE

No party shall be entitled to bring a claim for a breach of obligations under this agreement by the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a Force Majeure Event occurs and the relevant party is prevented from carrying out its obligations by that Force Majeure Event. Neither party to this agreement shall be entitled to any compensation or other payment from the other party by reason of the occurrence of Force Majeure Event.

45. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

46. JURISDICTION

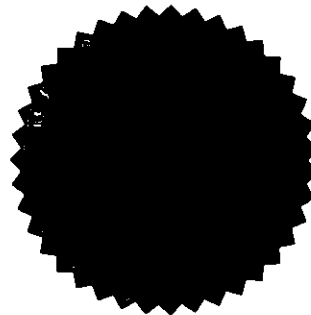
Without prejudice to clause 41 each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

The Common Seal of **Brighton & Hove Council** was hereunto
affixed in the presence of:)
)
)

Authorised Signatory

The Common Seal of The)
Secretary of State for)
Communities and Local)
Government was hereunto)
affixed in the presence of:)



Seal ref: DfE 1202

Smith

Authorised Signatory

Schedule 1 Professional indemnity insurance

Role	Identity	Required level of insurance
Contractor	Martin Perry (Kier)	£10,000,000
Architect	Alfonso Padro (HKS)	£10,000,000
M&E Engineer	Gavin Owens (Gyoury Self)	£10,000,000
Other		£10,000,000

Annex A List of parties required to give Collateral Warranties

Contractor

Architect

Civil Engineer

M&E Engineer – Design

M&E Engineer – Installation

Structural Engineer

Annex B. Agreed forms of Collateral Warranties

Part 1: Form to be provided by Contractors

THIS AGREEMENT is dated [DATE]

Parties

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Contractor).
- (2) **BETWEEN BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall Norton Road Hove BN3 3BQ (Beneficiary).
- (3) **SECRETARY OF STATE FOR THE DEPARTMENT OF COMMUNITIES AND LOCAL GOVERNMENT** 4th Floor Fry Building, 2 Marsham Street, London SW1P 4DF (Employer).]

Background

- (A) The Employer has engaged the Contractor to carry out [design and] construction work.
- (B) The Beneficiary, as [NATURE OF BENEFICIARY'S INTEREST], has an interest in the [design and] construction work. *work for design*
- (C) The Employer requires the Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Contractor has agreed to enter into this agreement with [the Employer and] the Beneficiary for the benefit of the Beneficiary.
- (E) [The Beneficiary has paid £10 to the Contractor [and the Employer] as consideration under this agreement.]

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Building Contract: an agreement in writing dated [DATE] between the Employer and the Contractor.

Business Day: a day other than a Saturday, Sunday or public holiday in [England] when banks in [London] are open for business.

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or

- (c) reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

[Employer: [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].]

Funder: a person that has provided, or is to provide, finance in connection with:

- (f) the whole or any part of the Works or the completed Works; or
- (g) the site of the Works,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement[, extension], building information modelling and repair of the Landlord's Property and the Works.

Landlord's Property: [DESCRIPTION OF LANDLORD'S PROPERTY].

Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 **Clause headings shall not affect the interpretation of this agreement.**
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes fax[and email OR but not email].
- 1.12 [Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.]
- 1.13 [A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.]
- 1.14 References to clauses are to the clauses of this agreement.
- 1.15 [Unless otherwise expressly provided, the obligations and liabilities of [the persons forming the] [PARTIES] under this agreement are joint and several.]
- 1.16 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Comply with Building Contract

2.1 The Contractor warrants to the Beneficiary that:

- (a) it has complied, and shall continue to comply, with its obligations under the Building Contract, including its obligations to:
- (i) carry out and complete the Works properly; and
 - (ii) use workmanship and materials of the quality and standard specified in the Building Contract;
- (b) [without affecting clause 2.1(a), and to the extent that it takes responsibility for the same under the Building Contract, it:
- (i) has designed, or will design, the Works; and
 - (ii) has selected, or will select, goods, materials, plant and equipment for incorporation in the Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works; and]

- (c) it [has used all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Works to OR has

not and will] not specify or use anything in the Works, which, at the time of specification [or use], is Deleterious.

- 2.2 In proceedings for breach of this clause 2, the Contractor may:
- (a) rely on any limit of liability or other term of the Building Contract; and
 - (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint employer, with the Employer, under the Building Contract [(for this purpose not taking into account any set-off or counterclaim against the actual employer under the Building Contract)].

- 2.3 The Contractor's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Landlord's Property; or
 - (ii) the Works; or
 - (iii) any designs or specifications for the Landlord's Property or the Works; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Employer.

- 2.4 [This agreement shall not negate or diminish any duty or liability otherwise owed to the Beneficiary by the Contractor.]

3. [Step-in rights: Contractor may not terminate or discontinue

- 3.1 [Subject to clause 3.6,] the Contractor shall not exercise, or seek to exercise, any right to:

- (a) terminate its employment under the Building Contract; or
- (b) discontinue the [design and] construction of the Works,

for any reason (including any breach on the part of the Employer) without giving the Beneficiary at least [ten OR 15 OR 20] Business Days' written notice of its intention to do so. Any notice from the Contractor shall specify the grounds for the Contractor's proposed termination or discontinuance.

- 3.2 If the Building Contract allows the Contractor a shorter notice period for the exercise of a right referred to in clause 3.1, the notice period in the Building Contract shall be extended to take account of the notice period required under clause 3.1.

- 3.3 The Contractor's right to terminate its employment under the Building Contract, or to discontinue the [design and] construction of the Works, shall cease if, within the period referred to in clause 3.1, the Beneficiary gives notice to the Contractor, copied to the Employer:

- (a) requiring the Contractor not to terminate its employment or not to discontinue the [design and] construction of the Works under the Building Contract;
- (b) acknowledging that the Beneficiary (or its nominee) will assume all the Employer's obligations under the Building Contract; and

- (c) undertaking that the Beneficiary or its nominee will pay to the Contractor:
 - (i) any sums due and payable to the Contractor under the Building Contract in future; and
 - (ii) any sums then due and payable to the Contractor under the Building Contract that are unpaid.
- 3.4 If the Beneficiary (or its nominee) serves notice on the Contractor under clause 3.3, then, from the date of service of the notice, the Building Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (to the exclusion of the Employer).
- 3.5 In complying with this clause 3, the Contractor:
 - (a) does not waive any breach of the Building Contract or default under the Building Contract by the Employer; and
 - (b) may exercise its right to terminate its employment under the Building Contract, or discontinue the [design and] construction of the Works, after the expiry of the notice period referred to in clause 3.1, unless the Contractor's right to terminate or discontinue has ceased under clause 3.3.
- 3.6 [If:
 - (a) the Contractor enters into another agreement with a third party or grants third party rights to a third party concerning the Works at the request of the Employer; and
 - (b) that agreement or those third party rights include similar step-in rights to those in clause 3 or clause 4,
 then, on that third party's (or that third party's nominee's) exercise of those step-in rights:
 - (c) the Contractor shall no longer be bound by clause 3.1 and clause 3.3; and
 - (d) the Beneficiary may no longer exercise its rights under clause 3 or clause 4.]]

4. [Step-in rights: Beneficiary may step-in

- 4.1 [Subject to clause 3.6, and] without affecting clause 3.1, if the Beneficiary serves a notice on the Contractor, copied to the Employer, that:
 - (a) confirms that the Beneficiary wishes to step-in to the Building Contract; and
 - (b) complies with the requirements for a Beneficiary's notice under clause 3.3,
 then, from the date of service of the notice, the Building Contract shall continue in full force and effect, as if it had been entered into between the Contractor and the Beneficiary (to the exclusion of the Employer).
- 4.2 The Contractor shall assume that, between the Employer and the Beneficiary, the Beneficiary may give a notice under clause 4.1. The Contractor shall not enquire whether the Beneficiary may give that notice.

4.3 In complying with this clause 4, the Contractor does not waive any breach of the Building Contract or default under the Building Contract by the Employer.]

5. [Step-in rights: Contractor's position and Employer's consent]

5.1 The Contractor shall not incur any liability to the Employer by acting in accordance with clause 3 or clause 4.

5.2 The Employer has [signed OR executed] this agreement to confirm its consent to the agreement.]

6. [Step-in rights: Beneficiary's guarantee]

If a Beneficiary's notice under clause 3 or clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Contractor, as guarantor, for the payment of any sums due and payable from time to time to the Contractor from the Beneficiary's nominee.]

7. No instructions to Contractor by Beneficiary

[Unless the Beneficiary has stepped-in under clause 3 or clause 4,] the Beneficiary may not give instructions to the Contractor under this agreement.

8. Copyright

8.1 The Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Contractor for any purpose relating to the Works and the Landlord's Property, including any of the Permitted Uses.

8.2 [This licence allows the Beneficiary to use the Material in connection with any extension of the Works, but not to reproduce the designs contained in the Material in any such extension.]

8.3 This licence carries the right to grant sub-licences[and is transferable to third parties without the consent of the Contractor].

8.4 The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

8.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Contractor. On the Beneficiary's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Beneficiary.

9. [Professional indemnity insurance]

9.1 The Contractor shall maintain professional indemnity insurance for an amount of at least £[SUM] [for any one occurrence, or series of occurrences, arising out of any one event OR in the annual aggregate] for a period beginning on the date of this agreement and ending [six OR 12] years after the date of [practical completion OR making good of defects] of the Works, provided that such insurance is available at commercially reasonable rates [and terms]. The Contractor shall maintain that professional indemnity insurance:

(a) with reputable insurers lawfully carrying on insurance business in the [UK or EU];

(b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and

- (c) on terms that:
 - (i) do not require the Contractor to discharge any liability before being entitled to recover from the insurers; and
 - (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 9.2 Any increased or additional premium required by insurers because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.
- 9.3 The Contractor shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Contractor; or
 - (b) by any act or omission lose or affect the Contractor's right to make, or proceed with, that claim against the insurers.
- 9.4 The Contractor shall immediately inform the Beneficiary if the Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Contractor regarding the Works and the Landlord's Property, without that insurance.
- 9.5 [The Contractor shall fully co-operate with any measures reasonably required by the Beneficiary, including:
 - (a) completing any proposals for insurance and associated documents; or
 - (b) maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Contractor for the net cost of that insurance above commercially reasonable rates.]
- 9.6 Whenever the Beneficiary reasonably requests, the Contractor shall send the Beneficiary evidence that the Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Contractor's insurers or brokers confirming:
 - (a) the Contractor's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.]

10. Liability period

The Beneficiary may not commence any legal action against the Contractor under this agreement after [six **OR** 12] years from the date of [practical completion **OR** making good of defects] of all of the Works.

11. Assignment

- 11.1 The Beneficiary may assign the benefit of this agreement:
 - (a) on two occasions to any person [with an interest in the Works]; and
 - (b) without counting as an assignment under clause 11.1(a):

- (i) by way of security [to a Funder] (including any reassignment on redemption of security); or
- (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary [so long as that assignee company remains within the same group of companies as the Beneficiary].

11.2 The Beneficiary shall notify the Contractor [and the Employer] of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

11.3 The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 11.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

12. Notices

12.1 [For the purposes of this clause, but subject to clause 12.7, notice includes any other communication.]

12.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing [and in English[or accompanied by an accurate translation into English]];
 - (b) [shall be signed by or on behalf of the party giving it;]
 - (c) shall be sent to the party for the attention of the contact and at the address[, fax or DX number] listed in clause 12.3;
 - (d) [shall OR may] be sent by a method listed in clause 12.5; and
 - (e) [unless proved otherwise] is deemed received as set out in clause 12.5 if prepared and sent in accordance with this clause.

12.3 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Fax number	DX number
Contractor	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
Beneficiary	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
[Employer]	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]

12.4 A party may change its details given in the table in clause 12.3 by giving notice, the change taking effect for the party notified of the change at [9.00 am] on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date [five] Business Days after deemed receipt of the notice.

12.5 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 12.6:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt [or at the time the notice is left at the address].
Pre-paid first class [recorded delivery] post or other next working day delivery service[providing [proof of postage OR proof of delivery]].	[9.00 am] on the [second] Business Day after posting [or at the time recorded by the delivery service].
Pre-paid airmail [providing [proof of postage OR proof of delivery.]]	[[9.00 am] on the [fifth] Business Day after posting [or at the time recorded by the delivery service.] OR [INSERT TIME AND DATE].
Fax.	At the time of transmission.
Document exchange (DX).	[9.00 am] on the [second] Business Day after being put into the DX.

12.6 For the purpose of clause 12.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

12.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.8 A notice given under [or in connection with] this agreement is not valid if sent by email.

13. Third party rights

A person 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.

14. Governing law

This agreement and any dispute or claim arising out of 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.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

OR

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

Part 2: Form to be provided by the Professional Team

THIS AGREEMENT is dated [DATE]

Parties

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant**).
- (2) **BETWEEN BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall Norton Road Hove BN3 3BQ (**Beneficiary**).
- (3) **SECRETARY OF STATE FOR THE DEPARTMENT OF COMMUNITIES AND LOCAL GOVERNMENT** 4th Floor Fry Building, 2 Marsham Street, London SW1P 4DF (**Client**).

Background

- (A) The Client has engaged the Consultant to perform the Services in relation to the Project.
- (B) The Beneficiary, as [NATURE OF BENEFICIARY'S INTEREST], has an interest in the Project.
- (C) The Client requires the Consultant to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Consultant has agreed to enter into this agreement [with the Client and] the Beneficiary, for the benefit of the Beneficiary.
- (E) [The Beneficiary has paid £10 to the Consultant [and the Client] as consideration under this agreement.]

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in [England] when banks in [London] are open for business.

CDM Regulations: the Construction (Design and Management) Regulations 2007 (SI 2007/320) and the related Approved Code of Practice issued by the Health and Safety Commission.

[**Client:** [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].]

Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC).

Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person; or

- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project; or
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations.

Funder: a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Project or the completed Project; or
- (b) the site of the Project,

whether that person acts on its own account, as agent for a syndicate of other parties or otherwise.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement[, extension], building information modelling and repair of the Landlord's Property and the Project.

Professional Appointment: an agreement in writing dated [DATE] between the Consultant and [the Client OR [ORIGINAL CLIENT]] and novated to the Client under a deed of novation dated [DATE] between the Consultant, [ORIGINAL CLIENT] and the Client].

Programme: the programme, as defined in the Professional Appointment.

Project: [DESCRIPTION OF PROJECT].

Landlord's Property: [DESCRIPTION OF LANDLORD'S PROPERTY].

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project.

Services: the services referred to in the Professional Appointment, performed by or on behalf of the Consultant under the Professional Appointment.

Third Party Agreement: any agreement between the Client and a third party relating to the Project and of which:

- (a) a copy, or relevant extract, is attached at [Schedule 5 OR [REFERENCE]] to the Professional Appointment; or

- (b) the Client notifies the Consultant in writing after the date of the Professional Appointment [enclosing a copy or relevant extracts].
- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision s a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes fax[and email OR but not email].
- 1.12 [A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.]
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 [Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.]
- 1.15 [Unless otherwise expressly provided, the obligations and liabilities of [the persons forming the] [PARTIES] under this agreement are joint and several.]
- 1.16 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. Comply with Professional Appointment**
- 2.1 The Consultant warrants to the Beneficiary that:
 - (a) it has complied, and shall continue to comply, with its obligations under the Professional Appointment, including its obligations to:

- (i) carry out and fulfil, in all respects, the duties of a designer [and CDM co-ordinator] under the CDM Regulations;
 - (ii) not, without the Client's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved; and
 - (iii) act fairly and impartially when exercising its power to issue certificates and award extensions of time under any building contract relating to the Project.
- (b) it has exercised and shall continue to exercise the Required Standard:
- (i) when performing the Services;
 - (ii) not to specify for use anything in the Project, which is Deleterious at the time of specification or use;
 - (iii) to comply with (and ensure the completed Project complies with) any:
 - (A) Act of Parliament;
 - (B) instrument, rule or order made under any Act of Parliament; and
 - (C) regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or Landlord's Property the Project is or will be connected;
 - (iv) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project;
 - (v) to ensure that the Project complies with all planning agreements, permissions and conditions; and
 - (vi) not to cause or contribute to any breach by the Client of any Third Party Agreement provided that, where the Client notifies the Consultant of a Third Party Agreement after the date of the Professional Appointment, the Consultant is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the date of the Professional Appointment.

2.2 In proceedings for breach of this clause 2, the Consultant may:

- (a) rely on any limit of liability or other term of the Professional Appointment; and
- (b) raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Client, under the Professional Appointment [(for this purpose not

taking into account any set-off or counterclaim against the actual client under the Professional Appointment)].

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Landlord's Property; or
 - (ii) the Project; or
 - (iii) any designs or specifications for the Landlord's Property or the Project; or
- (b) any testing of any work, goods, materials, plant or equipment; or
- (c) any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Client.

2.4 [This agreement shall not negate or diminish any other duty or liability otherwise owed to the Beneficiary by the Consultant.]

3. [Step-in rights: Consultant may not terminate or discontinue

3.1 [Subject to clause 3.6,] the Consultant shall not exercise, or seek to exercise, any right to:

- (a) terminate its employment under the Professional Appointment; or
- (b) discontinue performance of the Services,

for any reason (including any breach on the part of the Client) without giving the Beneficiary at least [ten OR 15 OR 20] Business Days' written notice of its intention to do so. Any notice from the Consultant shall specify the grounds for the Consultant's proposed termination or discontinuance.

3.2 If the Professional Appointment allows the Consultant a shorter notice period for the exercise of a right referred to in clause 3.1, the notice period in the Professional Appointment shall be extended to take account of the notice period required under clause 3.1.

3.3 The Consultant's right to terminate its employment under the Professional Appointment, or to discontinue performance of the Services, shall cease if, within the period referred to in clause 3.1, the Beneficiary gives notice to the Consultant, copied to the Client:

- (a) requiring the Consultant not to terminate its employment or not to discontinue performance of the Services under the Professional Appointment;
- (b) acknowledging that the Beneficiary (or its nominee) will assume all the Client's obligations under the Professional Appointment; and
- (c) undertaking that the Beneficiary or its nominee will pay to the Consultant:
 - (i) any sums due and payable to the Consultant under the Professional Appointment in future; and
 - (ii) any sums then due and payable to the Consultant under the Professional Appointment that are unpaid.

3.4 If the Beneficiary (or its nominee) serves notice on the Consultant under clause 3.3, then, from the date of service of the notice, the Professional Appointment shall continue in full force and effect, as if it had been entered into between the Consultant and the Beneficiary (to the exclusion of the Client).

3.5 In complying with this clause 3, the Consultant:

- (a) does not waive any breach of the Professional Appointment or default under the Professional Appointment by the Client; and
- (b) may exercise its right to terminate its employment under the Professional Appointment, or discontinue performance of the Services, after the expiry of the notice period referred to in clause 3.1, unless the Consultant's right to terminate or discontinue has ceased under clause 3.3.

3.6 [If:

- (a) the Consultant enters into another agreement with a third party or grants third party rights to a third party concerning the Project at the request of the Client; and
- (b) that agreement or those third party rights include similar step-in rights to those in clause 3 or clause 4,

then, on that third party's (or that third party's nominee's) exercise of those step-in rights:

- (c) the Consultant shall no longer be bound by clause 3.1 and clause 3.3; and
- (d) the Beneficiary may no longer exercise its rights under clause 3 or clause 4.]]

4. [Step-in rights: Beneficiary may step-in

4.1 [Subject to clause 3.6 and] without affecting clause 3.1, if the Beneficiary serves a notice on the Consultant, copied to the Client, that:

- (a) confirms that the Beneficiary wishes to step-in to the Professional Appointment; and
- (b) complies with the requirements for a Beneficiary's notice under clause 3.3,

then, from the date of service of the notice, the Professional Appointment shall continue in full force and effect, as if it had been entered into between the Consultant and the Beneficiary (or its nominee), to the exclusion of the Client.

4.2 The Consultant shall assume that, between the Client and the Beneficiary, the Beneficiary may give a notice under clause 4.1. The Consultant shall not enquire whether the Beneficiary may give that notice.

4.3 In complying with this clause 4 the Consultant does not waive any breach of the Professional Appointment or default under the Professional Appointment by the Client.]

5. [Step-in rights: Consultant's position and Client's consent

5.1 The Consultant shall not incur any liability to the Client by acting in accordance with clause 3 or clause 4.

5.2 The Client has entered into this agreement to confirm its consent to the agreement.]

6. [Step-in rights: Beneficiary's guarantee

If a Beneficiary's notice under clause 3 or clause 4 refers to the Beneficiary's nominee, the Beneficiary shall be liable to the Consultant, as guarantor, for the payment of any sums due and payable from time to time to the Consultant from the Beneficiary's nominee.]

7. No instructions to Consultant by Beneficiary

[Unless the Beneficiary has stepped-in under clause 3 or clause 4,] the Beneficiary may not give instructions to the Consultant under this agreement.

8. Copyright

8.1 The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Landlord's Property, including any of the Permitted Uses.

8.2 [This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.]

8.3 This licence carries the right to grant sub-licences[and is transferable to third parties without the consent of the Consultant].

8.4 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

8.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Consultant. On the Beneficiary's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Beneficiary.

9. Professional indemnity insurance

9.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £[SUM] [for any one occurrence, or series of occurrences, arising out of any one event OR in the annual aggregate] for a period beginning on the date of this agreement and ending [six OR 12] years after the date of [practical completion OR making good of defects] of the Project, provided that such insurance is available at commercially reasonable rates [and terms]. The Consultant shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the [UK or EU];
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- (c) on terms that:
 - (i) do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and

- (ii) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.
- 9.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 9.3 The Consultant shall not, without the Beneficiary's written consent:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Beneficiary against the Consultant; or
 - (b) by any act or omission lose or affect the Consultant's right to make, or proceed with, that claim against the insurers.
- 9.4 The Consultant shall immediately inform the Beneficiary if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates [and terms], so that the Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Consultant regarding the Project and the Landlord's Property, without that insurance.
- 9.5 [The Consultant shall fully co-operate with any measures reasonably required by the Beneficiary, including:
 - (a) completing any proposals for insurance and associated documents; or
 - (b) maintaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Consultant for the net cost of that insurance above commercially reasonable rates.]
- 9.6 Whenever the Beneficiary reasonably requests, the Consultant shall send the Beneficiary evidence that the Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Consultant's insurers or brokers confirming:
 - (a) the Consultant's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

10. Liability period

The Beneficiary may not commence any legal action against the Consultant under this agreement after [six **OR** 12] years from the date of [practical completion **OR** making good of defects] of all of the Project.

11. Assignment

- 11.1 The Beneficiary may assign the benefit of this agreement:
 - (a) on two occasions to any person [with an interest in the Project]; and
 - (b) without counting as an assignment under clause 11.1(a):
 - (i) by way of security [to a Funder] (including any reassignment on redemption of security); or
 - (ii) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary

[so long as that assignee company remains within the same group of companies as the Beneficiary].

11.2 The Beneficiary shall notify the Consultant [and the Client] of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

11.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 11.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

12. Notices

12.1 [For the purposes of this clause, but subject to clause 12.7, notice includes any other communication.]

12.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing [and in English[or accompanied by an accurate translation into English]];
- (b) [shall be signed by or on behalf of the party giving it;]
- (c) shall be sent to the party for the attention of the contact and at the address[, fax or DX number] listed in clause 12.3;
- (d) [shall OR may] be sent by a method listed in clause 12.5; and
- (e) [unless proved otherwise] is deemed received as set out in clause 12.5 if prepared and sent in accordance with this clause.

12.3 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Fax number	DX number
Consultant	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
Client	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]
Beneficiary	[POSITION OF CONTACT]	[ADDRESS]	[FAX NUMBER]	[DX NUMBER]

12.4 A party may change its details given in the table in clause 12.3 by giving notice, the change taking effect for the party notified of the change at [9.00 am] on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date [five] Business Days after deemed receipt of the notice.

12.5 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place

provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 12.6:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt [or at the time the notice is left at the address].
Pre-paid first class [recorded delivery] post or other next working day delivery service[providing [proof of postage OR proof of delivery]].	[9.00 am] on the [second] Business Day after posting [or at the time recorded by the delivery service].
Pre-paid airmail [providing [proof of postage OR proof of delivery.]]	[[9.00 am] on the [fifth] Business Day after posting [or at the time recorded by the delivery service.] OR [INSERT TIME AND DATE].
Fax.	At the time of transmission.
Document exchange (DX).	[9.00 am] on the [second] Business Day after being put into the DX.

12.6 For the purpose of clause 12.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

12.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.8 A notice given under [or in connection with] this agreement is not valid if sent by email.

13. Third party rights

A person 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.

14. Governing law

This agreement and any dispute or claim arising out of 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.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

OR

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

Annex C. Agreed form of Lease

- LR1. Date of lease: 201[]
- LR2. Title number(s): LR2.1 Landlord's title number(s):
ESX310316
- LR2.2 Other title number(s):
None
- LR3. Parties to this lease:
- Landlord: BRIGHTON & HOVE CITY COUNCIL of Hove
Town Hall Norton Road Hove BN3 3BQ
- Tenant: []
- Surety: None
- LR4. Property: Please see the definition of "Property" in
(referred to in the remainder of this clause 1.1
lease as the "Property")
- LR5. Prescribed statements etc: None
- LR6. Term for which the Property is leased: The term is as follows: 125 years from and
(referred to in the remainder of this including []
lease as the "Term")
- LR7. Premium: None

- LR8. Prohibitions or restrictions on disposing of this lease:** This lease contains a provision that prohibits or restricts dispositions
- LR9. Rights of acquisition etc:**
- LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:
None
- LR9.2** Tenant's covenant to (or offer to) surrender this lease:
None
- LR9.3** Landlord's contractual rights to acquire this lease:
None
- LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:** None
- LR11. Easements:**
- LR11.1** Easements granted by this lease for the benefit of the Property:
Schedule 2
- LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property
Schedule 3

**LR12. Estate rentcharge
burdening the
Property:**

None

**LR13. Application for
standard form of
restriction:**

The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charged registered before the entry of this restriction, is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

**LR14. Declaration of trust
where there is more
than one person
comprising the
Tenant:**

Not applicable

THIS LEASE is made the day of 201[]

BETWEEN:

(1) **BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall Norton Road Hove
BN3 3BQ ("the Landlord")

(2) [] ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

"Academy"	an academy falling within the description contained in section 1(10) Academies Act 2010;
"Amenities"	drainage water gas electricity telephone and any other services or amenities of like nature;
"Break Date"	each of the 25 th , 50 th , 75 th and 100 th anniversaries of the date of this Lease.
"Break Notice"	written notice to terminate this Lease.
"Contaminated Land Regime"	the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it.
"Conduits"	gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
"End Date"	the date that falls 90 working days after the Funding Termination Date;
"Enforcing Authority"	the relevant regulator for the Property under the Contaminated Land Regime;
"Environment Acts"	the Environmental Protection Act 1990, the Environment Act 1995, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;

"Environmental Law"	all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment;
"Fixtures and Fittings"	all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems and any other apparatus from time to time in or upon the Property;
"Funding Agreement"	<p>(a) an agreement pursuant to [Section 1 of the Academies Act 2010] made between (1) the Secretary of State for Education and (2) [name of Academy Trust] [supplemental to a Master Funding Agreement made between the same parties]; and</p> <p>(b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and</p> <p>(c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;</p>
"Funding Termination Date"	the date that falls 30 working days after the termination of the Funding Agreement;
"Hazardous Substances"	any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance.
"Insured/Covered Risks"	(a) where the Tenant is not a member of the Risk Protection Arrangement; fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes,

damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time; or

- (b) where the Tenant is a member of the Risk Protection Arrangement such risks as are covered by the Risk Protection Arrangement

subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";

"Interest"

interest at the rate of four per cent (4%) per annum above Lloyds Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of one per cent (1%) per annum above the rate at which the Landlord could reasonably borrow from time to time;

"Landlord's Property"

land and buildings including the Property registered at the Land Registry under Title Number ESX310316;

"Law"

any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;

"Lease"

this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;

"Outgoings"

all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-

	recurring and including any novel expenses);
"Plan"	the plan annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Playing Fields"	shown edged [] on the Plan;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Regulatory Reform (Fire Safety) Order 2005 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Institution of Chartered Surveyors;
"Property"	the property described in Part 1 Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none"> (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance; (c) obtaining planning and any other requisite consents or approvals; (d) complying with the requirements of any Law; (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement; (f) all construction costs; (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);

"Relevant State"	Secretary of	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;
"Rent"		a peppercorn;
"Retained Land"		the adjoining land of the Landlord described in Part 2 Schedule 1;
"Risk Arrangement"	Protection	such risk protection arrangement scheme as may be operated by the Secretary of State from time to time;
"Secretary of State"		the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"		125 years from and including the Term Commencement Date;
"Term Date"	Commencement	[];
"Termination Date"		the date of expiration or sooner determination of the Term;
"the 1954 Act"		the Landlord and Tenant Act 1954;
"the 1995 Act"		the Landlord and Tenant (Covenants) Act 1995;
"1951 Conveyance"		Conveyance dated 20 September 1951 made between (1) John Wentworth Smith and Hugh Alexander Kinney and (2) The County Council for the Administrative County of East Sussex;
"1952 Conveyance"		Conveyance dated 2 November 1952 made between (1) Cook Brighton Limited and (2) The County Council for the Administrative County of East Sussex;
"1955 Conveyance"		Conveyance dated 28 February 1955 made between (1) John Wentworth Smith and Hugh Alexander Kinney and (2) The County Council for the Administrative County of East Sussex;
"VAT"		Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the eiusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
 - (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or

- (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing;
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;

- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;
- 1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this

Lease is to be construed and interpreted as if such provision were deleted; and

- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 2;

2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);

- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and Upkeep

- 3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:-

- (a) any damage it causes to the Property and/or
- (b) any deterioration to the condition of the Property that may arise from the Term Commencement date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage;

- 3.3.2 To notify the Landlord in writing immediately if any structural damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

- 3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;

- 3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

- (a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or

other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of fifty six (56) days after the service of the Repair Notice and shall be completed diligently thereafter;

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within fifty six (56) days of the service of the Repair Notice:

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement"); and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

(c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme");

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.4.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable.

3.5 Alterations and Additions

- 3.5.1 Not to commit any act of waste;
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-

- (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
- (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or
- (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property;

3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-

- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c);
- (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;
- (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;

3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;

3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;

3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the

Landlord or any occupiers of any part or parts of the Retained Land.

- 3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit.

3.6 Signs and Advertisements

- 3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

- 3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

- 3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

- 3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

- 3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2015 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

- 3.7.4 The parties agree that the Tenant shall be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property;

- 3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of

the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;

3.9.2 Not to use the Property for any illegal or immoral purpose;

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

(a) for the purposes of the provision of educational services; and

(b) for community, fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a).

3.10 Planning and Environmental Matters

3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;

3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;

3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;

3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty (20) days after its receipt by the Tenant;

3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

3.12 Dealings

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that:

- (a) the Tenant may share occupation of the whole or part of the Property with a proprietor or proposed proprietor of an Academy or a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation; and
- (b) the Tenant may share occupation of the Playing Fields with individuals or bodies (whether or not in consideration of payment of a fee) where no relationship of landlord and tenant arises as a result of such occupation

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to the relevant Secretary of State or an entity controlled by it or subsidiary of it or to a proprietor or proposed proprietor of an Academy or to a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 The Tenant is permitted to underlet any part or parts or the whole of the Property without the Landlord's prior written consent

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord.

3.14 Indemnity

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done

on them or any breach of the Tenant's obligations in this Lease;

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising.

3.15 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three (3) months after the Termination Date;

3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a valid VAT invoice addressed to the Tenant;

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT properly paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.17 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.18 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them (excluding the 1951 Conveyance, 1952 Conveyance and the 1955 Conveyance).

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

5. Insurance and Risk Protection Arrangement

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time, or to be a member of the Risk Protection Arrangement;
- 5.1.2 if not a member of the Risk Protection Arrangement to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be

reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within three (3) years of the date of damage or destruction occurring the Tenant may but is not obliged to serve written notice on the Landlord to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall:

- (a) as between the Landlord and the Tenant belong to the Landlord absolutely; and
- (b) be used by the Landlord solely for the provision of facilities or services within the City of Brighton and Hove

5.1.4 if not a member of the Risk Protection Arrangement to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last premium paid or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of twelve (12) months in both cases);

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks if not a member of the Risk Protection Arrangement.

5.3 If for and as long as the Tenant is the Secretary of State for Communities and Local Government the insurance provisions will not apply and the Secretary of State for Communities and Local Government will self-insure.

6. Provisos

6.1 Re-Entry

6.1.1 Where there occurs a breach by the Tenant of Clause 3.9 and/or of Clause 5 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely

determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;
- 6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;
- 6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at

any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

6.5 Governance

6.5.1 This Lease is governed by English law.

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.6.2 The Tenant confirms that:

(a) the Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this Lease on 12/12/2017 in accordance with section 38A(3)(a) of the 1954 Act; and

WJD for Tenant

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on 19/12/2017 in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 Termination

6.7.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:

(a) the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease; or

(b) this Lease has been assigned in accordance with the terms of this Lease.

6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.

6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Agreement on Environmental Liabilities

Notwithstanding any other provisions in this Lease, the Landlord and Tenant agree that:

7.1 any liability under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Property, on or before [*insert occupation date*] shall be the sole responsibility of the Landlord;

7.2 this Clause 7 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs' statutory guidance on the Contaminated Land Regime;

7.3 if the Enforcing Authority serves a notice under the Contaminated Land Regime on either party, either party may produce a copy of this Clause 7 to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the parties relating to this Lease or any of its provisions;

7.4 neither party shall challenge the application of the agreement on liabilities set out in this Clause.

8. Landlord's Powers

8.1 The Landlord enters into this Lease pursuant to its powers under sections 111 ~~120~~ 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

WDD for Tenant

8.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

9. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

10. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Charity

[The Property will as a result of this Lease be held by [] a non-exempt charity and the restrictions on dispositions imposed by section 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117 (3) of that Act).]

[The property will as a result of this Lease be held by [] an exempt charity.]

12. Dispute Resolution Procedure

If the parties fail to agree on any of the provisions or terms of this Lease then either party may refer the matter to arbitration.

13. Tenant's Break Right

13.1 Provided that the Tenant produces to the Landlord evidence of the consent of the Secretary of State to it doing so the Tenant may terminate this Lease on any Break Date by serving a Break Notice on the Landlord at least nine (9) months before the Break Date as stated in the Break Notice.

13.2 The Break Notice shall state the Break Date in respect of which it is served.

13.3 Following service of the Break Notice, this Lease shall terminate on the Break Date specified in the Break Notice.

13.4 Termination of this Lease pursuant to this Clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants contained in this Lease.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SIGNATURE PAGE

EXECUTED (but not delivered until the date
hereof) AS A DEED by affixing the Common Seal
of **BRIGHTON & HOVE CITY COUNCIL** in the
presence of:-

.....
Authorised Signature)

EXECUTED (but not delivered until the date
hereof) AS A DEED by affixing the Common Seal
of [

.....
Director

] in the presence of:-

.....
Secretary

.....
(Date)

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as Land at West Blatchington Primary School Hangleton Way Hove BN3 8BN shown edged red on the Plan and including the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).

Part 2 – The Retained Land

ALL THAT land and buildings known as Land at West Blatchington Primary School Hangleton Way Hove BN3 8BN shown edged blue on the Plan in the ownership of the Landlord adjacent to the Property and including all Conduits exclusively serving such premises so far as the same may exist at any time during the Term

The right to connect into and pass Amenities to and from the Property through conduits now or at any time during the Term laid in or upon the Retained Land together with the right to enter upon the Retained Land upon giving reasonable prior notice to the Landlord (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage

SCHEDULE 2 disturbance or inconvenience as possible to the Landlord or the business being carried on upon the Retained Land and making good as soon as reasonably

1. Access practicable any damage occasioned to the Retained Land by the exercise of this right to the reasonable satisfaction of the Landlord.

~~The right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass with or without vehicles over and along the roadway at the Retained Land shown coloured brown on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever.~~

WBD for Tenant

2. Services

~~The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land PROVIDED that the Landlord has the right at any time or times during the Term:-~~

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and

- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

WBD for Tenant

3. Support

A right of support and protection to the Property from the Retained Land.

4. Access to Retained Land

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

- 4.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 4.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.

SCHEDULE 3

Rights Excepted and Reserved

1. Services

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

2. Access to Property

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

- 2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and
- 2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good at its own cost as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

In exercising its right of access to the Property, the Landlord and those authorised by it shall observe and comply with any safeguarding protocols that the Tenant may reasonably require.

3. Playing Fields

The right upon giving not less than three (3) weeks prior written notice to the Tenant and subject to the approval of the Tenant (such approval not to be unreasonably withheld or delayed) to access and use the Playing Fields as playing fields for the benefit of the adjoining primary school and nursery at the Landlord's Property provided that the Tenant shall be entitled to withhold its approval if the Tenant has:

- 3.1 arranged or planned to use the Playing Fields itself at the time required by the Landlord; or
- 3.2 previously agreed or arranged (whether formally or informally) with any third party for that third party to use the Playing Fields at the time required by the Landlord.

SCHEDULE 4

Landlord's Property

All that parcel of land registered at the Land Registry under title number ESX310316
excluding the following:

1951 Conveyance

1952 Conveyance

1955 Conveyance

Annex D. Copy of Landlord's warning notice served on Tenant

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY

To: SECRETARY OF STATE FOR COMMUNITIES AND LOCAL
GOVERNMENT 4th Floor Fry Building, 2 Marsham Street, London
SW1P 4DF

From: BRIGHTON AND HOVE CITY COUNCIL of King's House Grand
Avenue Hove BN3 2SR

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

12/12/2017 M. A. Ghobri-S/S

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD
AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS
TENANCY

To: RUSSELL EDUCATION TRUST 1 The Crescent Leatherhead
Surrey KT22 8DY
From: BRIGHTON AND HOVE CITY COUNCIL of King's House Grand
Avenue Hove BN3 2SR

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

12/12/2017 M. A. Shabro-S/S

Annex E. Copy of Tenant's statutory declaration

I WILLIAM JOHN BOWEN
of WOMBLE ROAD DICKINSON (UK) LLP ST MARKS CHURCH 112 QUAYNIE
do solemnly and sincerely declare that - 220 CASTLE WOOD TYPE 2E1 3DX

1. ~~I~~ the tenant

proposes to enter into a tenancy of premises at Land at West Blatchington
Primary School Hove

for a term commencing on not before the date of this statutory declaration

2. ~~I~~ the tenant propose to enter into an agreement with Brighton & Hove
City Council (name of landlord) that the provisions of sections 24 to 28 of
the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in
relation to the tenancy.

3. The landlord has served on me/the tenant a notice in the form, or
substantially in the form, set out in Schedule 1 to the Regulatory Reform
(Business Tenancies) (England and Wales) Order 2003. The form of notice
set out in that Schedule is reproduced below.

4. ~~I have~~ The tenant has read the notice referred to in paragraph 3 above
and accept(s) the consequences of entering into the agreement referred to in
paragraph 2 above.

5. (as appropriate) I am duly authorised by the tenant to make this
declaration.

To: SECRETARY OF STATE FOR COMMUNITIES AND LOCAL
GOVERNMENT 4th Floor Fry Building, 2 Marsham Street, London SW1P
4DF

From: BRIGHTON AND HOVE CITY COUNCIL of King's House Grand
Avenue Hove BN3 2SR

IMPORTANT NOTICE

**You are being offered a lease without security of tenure. Do not commit
yourself to the lease unless you have read this message carefully and
have discussed it with a professional adviser.**

Business tenants normally have security of tenure – the right to stay in their
business premises when the lease ends.

**If you commit yourself to the lease you will be giving up these important
legal rights.**

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to
leave the premises.
- You will be unable to claim compensation for the loss of your business
premises, unless the lease specifically gives you this right.

• If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

DECLARED at 8 WPPERFIELD DRIVE, MORPETH NE1 2GH

this

14TH

day of

DECEMBER 2017



Before me LAURA KENCAID, NORTH OF EXLUND PROTECTING AND WIDENING ASSOCIATION, 100 GRAYSIDE, NEWCASTLE UPON TYNE
(signature of person before whom declaration is made) NE1 3DU

A commissioner for oaths or A solicitor empowered to administer oaths or (as appropriate)

Annex F. Plan



Subject:		Disposal of 54 London Road	
Date of Meeting:		25 January 2018	
Report of:		Executive Director, Economy, Environment & Culture	
Contact Officer:	Name:	Angela Dymott Jessica Hamilton	Tel: 01273 291450 01273 291461
	Email:	Angela.Dymott@brighton-hove.gov.uk Jessica.hamilton@brighton-hove.gov.uk	
Ward(s) affected:		St Peter's and North Laine	

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 To seek authority for the disposal of 54 London Road. The disposal will generate a capital receipt less disposal costs. The disposal supports the council's Corporate Property Strategy and Asset Management Plan 2014-2018 and proposed asset investment strategy endorsed by the Asset Member Board by optimising the value received from poor performing properties in the council's non-operational portfolio to provide a net capital receipt for reinvestment into the portfolio.

2. RECOMMENDATIONS:

- 2.1 That the committee authorises the disposal of the freehold of 54 London Road and that delegated powers be given to the Executive Director of Economy, Environment and Culture, Assistant Director Property & Design and Executive Lead for Strategy, Governance and Law to agree terms.
- 2.2 That the committee authorises the retention of the net capital receipt to support the created investment fund, that includes the net capital receipts from 3 other completed property disposals, previously approved by this committee (11 Little East Street, 18 Market Street and 28 York Place).
- 2.3 That the committee notes that the investment fund created will be used to acquire commercial investment property or properties, in accordance with the council's Asset Management Plan, details of which will be presented to this committee with a recommendation when an acquisition opportunity has been identified.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 The property comprises a retail shop and storage at ground floor with an upper floor self-contained residential flat located on the west side of London Road and remains an isolated corner ownership within the Council's investment portfolio. It is situated in a secondary / near tertiary retail location dominated by local businesses serving the mid to bottom-end of the market.

- 3.2 The building is let for a 10-year term from December 2009. The existing full repairing and insuring lease expires 11 December 2019. Evidence indicates there is low demand and limited requirements for this section of London Road.
- 3.3 In April 2017 Cluttons LLP valued the council's freehold investment interest. The valuation reflected those transactions in the market which had occurred in the period leading up to the valuation date, that the property was fully rented to a sound covenant for the remaining period of the lease, albeit if the current tenant failed to renew their lease in 2019 a potential re-let would most likely be to a secondary / tertiary covenant based upon existing demand and known requirements. In addition, Cluttons LLP's valuation had regard to the size, layout, location and nature of this mixed-use accommodation.
- 3.4 Since April 2017 there has been investment sale activity close by of similar mixed use (retail and residential) properties, albeit in preferred locations with superior residential elements, with mixed success illustrating the low demand for commercial investment property in this location.
- 3.5 Most of the tenants' retail outlets are wholly owned and with their existing lease expiring in 24-months' time there is no certainty they will renew, particularly if alternative freehold premises became available in the interim period.
- 3.6 The disposal of this secondary/tertiary property creates funds for the acquisition of more secure property investments as part of the proposed asset investment strategy and rebalancing of the council's urban investment portfolio set out in the council's Corporate Property Strategy and Asset Management Plan. The net capital receipt from the disposal of this property, after deduction of disposal fees, would be added to the capital receipts received from previously approved disposals of 28 York Place, 18 Market Street and 11 Little East Street to create a fund for the future acquisition of an investment property to replace the existing rental stream and the intention of creating an additional income stream from higher performing properties.
- 3.7 Prior to reinvesting the capital receipt the council will have to forgo the net income stream, which will create an immediate budget pressure until that income stream is replaced by the acquisition of an additional property.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 To sell directly to the bidder: It is considered the offer submitted for the council's freehold interest represents an excellent price and best consideration.
- 4.2 To sell on the open market: The disposal of the property on the open market is unlikely to achieve the level of offer submitted.
- 4.3 To retain: And continue to receive an income stream from a sound covenant, albeit there is no certainty the tenant will renew their lease at the end of 2019. If re-let our agents would not envisage securing a covenant approaching the strength of the existing tenancy and marketing / rent free period voids would be incurred.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 There has not been any community engagement as the matter relates to the disposal of a commercial investment property.

6. CONCLUSION

- 6.1 The recommendation is to dispose of the freehold of this property. The net proceeds of the disposal to contribute to an investment fund for the acquisition of a lower risk higher performing investment property in line with the proposed asset investment rebalancing strategy set out in the council 's Corporate Property Strategy and Asset Management Plan .
- 6.2 It is an isolated site and there is a risk that the tenant would not renew their lease when their current lease expires in 2 year time. A reletting of the property is likely to be to a poorer covenant, create a void period and incur a rent free period adding a pressure to the income budget.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The disposal of the site will generate a capital receipt, less any disposal costs, which will be pooled with the net receipts generated from three properties previously disposed of, plus a further property seeking approval at this committee. The balance of receipts will be reinvested back into the property portfolio to generate additional rental income streams over and above the existing rents and this strategy forms part of the council's Integrated Service and Financial Plans. The property is currently occupied and generates a rental income stream. There is likely to be a period for which existing rental incomes will be lost in the short term and these will be reported through the Targeted Budget Monitoring reporting procedure to this committee.

Finance Officer Consulted: Rob Allen

Date: 13/12/17

Legal Implications:

- 7.2 With reference to recommendation 2.1, section 123 of the Local Government Act 1972 ("the Act") enables a local authority to dispose of land provided it achieves the best consideration reasonably obtainable. Paragraph 4 of this report confirms that the proposed offer does represent best consideration as required by the Act.

Lawyer Consulted: Joanne Dougnaglo

Date: 08/12/17

Equalities Implications:

- 7.3 There are none.

Sustainability Implications:

- 7.4 There are none.

SUPPORTING DOCUMENTATION

Appendices:

1. Site Plan

Documents in Members' Rooms

None

Background Documents

None

Appendix 1

Site Plan



Subject:	Animal Welfare Facility		
Date of Meeting:	25th January 2018		
Report of:	Executive Director Neighbourhoods, Communities and Housing		
Contact Officer:	Name:	Nick Wilmot	Tel: 01273 /292157
	Email:	nick.wilmot@brighton-hove.gcsx.gov.uk	
Ward(s) affected:	All wards		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 The Environmental Protection Act 1990 imposes on local authorities a statutory duty to care for stray dogs. This is currently provided by in-house animal wardens using private kennels near Crawley and an out of hour's service based in Hailsham.
- 1.2 This report discusses a new proposal to build and provide an animal welfare facility, at Hangleton Bottom, as part of the redevelopment works to accommodate City Parks.

2. RECOMMENDATIONS:

- 2.1 That the Committee approves a proposal to build and run a new in-house animal welfare facility at Hangleton Bottom to enable the Council to discharge its responsibilities in relation to stray dogs more effectively while also providing the opportunity to generate income on a costs neutral basis for discretionary kennelling and cattery services, this in the way outlined in paras 4.2 and 4.3 below.
- 2.2 That the Executive Director, Neighbourhoods, Communities and Housing be authorised to take all steps necessary to implement the proposals.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 The city council's Animal Welfare Team was redesigned in 2015/16 to achieve departmental savings. The service redesign delivered savings of £150K per annum.
- 3.2 The Animal Warden Team focuses on delivering the council's statutory duties only, which includes the duty to care for stray dogs. The team cares for approximately 200 stray dogs per annum. This statutory duty is imposed by section 149 of the Environmental Protection Act 1990.
- 3.3 This service is currently provided by in-house Animal Wardens (2 FTEs) and private kennelling providers based at Crawley.

- 3.4 This duty to care for stray dogs was strengthened by the Clean Neighbourhoods and Environment Act 2005, when caring for stray dogs became solely the council's responsibility.
- 3.5 When the responsibility for stray dogs became solely the council's in 2006, the council had to provide cover for evenings, weekends and bank holidays. This was previously provided by the police.
- 3.6 To discharge this duty the council uses a private contractor to deliver the out of hour's service that operates evenings/nights and at weekends/bank holidays. This service provides a collection and kennelling function. The stray dogs are kennelled at the contractors Hailsham kennels.
- 3.7 The minimum service required is a drop off point in the city for finders to take strays where they can be cared for. Our current out of hour's services exceeds this minimum statutory requirement.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 A number of different solutions for the provision of an out of hours, stray dog service have been tried over the last few years and have failed. The reasons include.
- The police continuing to provide the out of hour's service. The police were not interested in providing an out of hour's service that the council would pay for.
 - In-house provision and external private kennels. We first tried using the council's emergency out of hour's officers, plus a private kennel provider in Newhaven. This did not work, due to the officers finding it difficult to fit this work around other existing duties. Also the contractual relationship with our private kennel provider proved difficult.
 - A drop off point using a local vet practice. This trial lasted only 3 months. The vet practice did not want to continue the arrangement due to concerns over lone working and the potential for work place violence by some service users. Discussions with other vet practices both at the time and more recently have not resulted in any interest in providing this service.
 - Utilising current departmental workforce. There was a lack of interest by the existing workforce to carry out these additional duties.
 - The RSPCA and Dogs Trust have both been approached and are unable to provide this service.
 - Using a private company called 'The Animal Wardens'. We have invited the company to bid for this contract during each procurement cycle but no bids were received.

The Business Case and Proposal.

- 4.2 The proposal is to build an Animal Welfare facility at Hangleton Bottom as part of the parks service redevelopment plans. This facility will house all stray dogs from the city. The unit will also house dogs from Adur and Worthing, the police, the NHS, adult social care and housing. It will also be used to house the pets of residents, who are evacuated from their homes during a major incident.
- 4.3 It is proposed to offer some services to the wider community including cattery services. This is to fill a gap in the market for cattery spaces in the city and will generate income, although the facility will be cost neutral to the council..
- 4.4 The facility has been designed by the property and design team. Planning permission is being sought for the facility in January 2018.
(see appendix 1-5).
- 4.5 The facility to include 14 kennels (with room for expansion). A cattery of 25 units, office space for the animal warden team and the council's pest control team.
- 4.6 The aim of this venture is to deliver the statutory stray dog service more effectively while generating income to support the service via a facility which is cost neutral..
- 4.7 We have agreement from Adur and Worthing Council, the police, the NHS, Adult social care and housing to use these kennels. This will generate additional income for the unit.
- 4.8 There are significant non-cashable benefits to the organisation. These are.
 - Improve the welfare of animals in council care. Currently provision is a mix or private providers based in Hailsham and Crawley.. Journey times can be lengthy depending on the time of day and create stress for the animals during transit. A kennelling facility in the city will reduce this by providing better journey times and less stress for animals. It will also free up officer time to rehabilitate abandoned dogs in our care with behaviour issues, reducing the need to euthanize them. .
 - Improve customer service. Currently customers have to wait until an animal warden is free to travel to Crawley or Hailsham to collect a dog once the finder has come forward. There are currently no returns at weekends. A facility in the city will mean a dog can be returned faster to its owner, reducing the cost to the council of over weekend stays. It will also reduce the stress on the animal being kennelled for a longer period of time.
 - Reduction in officer time transporting dogs in our care. Currently the animal wardens have to travel to Crawley or Hailsham on a daily basis to kennel a dog, return a dog, or work with dogs (to make them re-homeable) that are in our care for more than 7 days and need rehoming. A facility in the city will significantly reduce this by 10 hours a week, or approximately 520 hours a year. This will free up officer time to carry out other duties.

- Reduce reliance on 2 contractors. Every 3 years the outsourced part of the service is re-procured. Organisations such as the dogs trust, RSPCA, local vets and other local kennel providers are invited to tender. Historically only our current providers bid for these contracts. There is therefore a risk that should one of these suppliers fail the service may not be able to find another supplier. Moreover, there is also a risk that future price rises by these contractors may put pressure on the regulatory services budget.
- Shared service provision with Adur and Worthing. Discussions with the Director of Environment at Adur and Worthing Council have resulted in an initial commitment to be part of the project, with potential funding. Adur and Worthing pick up 160 dogs per annum with 35 requiring re-homing and the remaining dogs returned to their owner. Adur and Worthing has suggested they will require 3 kennels to be reserved for them. Initial calculations show that this would bring in an income of £25k per annum.
- Creating Employment. It is proposed that a Kennel Manager post is created. It is proposed that 4 full time kennel staff are employed on scale 1/2 (subject to job evaluation). These staff will be line managed by the Kennel manager with additional support provided by volunteers, linking in with the council's volunteering programme. Links will also be formed with education establishments such as Plumpton College, with the potential to create opportunities for apprentices.
- Creating volunteering opportunities and partnership working. The Animal Warden Team work in partnership with Brighton Dog Watch. Brighton Dog Watch is a properly constituted group, support by Brighton and Hove City Council. They campaigned to save the council's animal welfare team in 2016 and submitted a petition to Full Council in 2016 with 5,000 signatures. Additionally, they won the council's City Innovation Challenge award in 2016 and one of their ideas was to provide volunteering support for the Councils redesigned Animal Warden Team. Brighton Dog Watch will be a key partner in this project
- Supporting neighbourhood delivery. This neighbourhood hub will be the supporting service for neighbourhood delivery. It will provide expertise and support neighbourhood hubs with dog related issues, including providing support to field officers that find stray dogs and other animal enforcement issues. It will generate income from various sources such as the housing department, which house dogs that have been left in council property after it has been vacated or housing tenants that have died and the dogs need temporary kennels until next of kin are identified. Adult social care for clients that require additional support, the NHS for patients that need kennelling for their dogs and the police to house dogs of individuals they have taken into custody.

5. ENGAGEMENT & CONSULTATION

- 5.1 The initial business case was presented to the Corporate Modernisation Delivery Board in spring 2017. The board asked for more detailed costing and to include a cattery in the proposals.

- 5.2 This work was completed in October and was presented to the Executive Director Neighbourhoods, Communities and Housing Modernisation Board in October and was approved.
- 5.3 The business case was then presented to the Council Corporate Modernisation Board on 8th November and was approved.
- 5.4 A planning application has been submitted and will go through the normal planning process. .

6. CONCLUSION

- 6.1 The project will deliver the Council's statutory stray dogs service in house rather than via a mix of private providers. The proposed animal welfare centre will generate income for the Council by offering animal kennelling services, this on a basis which is cost neutral to the Council
- 6.2 This proposal has non cashable benefits.
- 6.3 The new service will significantly Improve the welfare of dogs in council care
- 6.4 The business case has been approved by the Neighbourhoods, Communities and Housing Modernisation Board and Councils Corporate Modernisation Board.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The kennel and cattery facility as proposed in this report is estimated to be cost neutral to the Council, with net budgets remaining at the current level of £0.131m which is the current cost of the animal welfare team. The estimates include the repayment of an internal loan of £0.160m over 10 years to pay for the capital cost of building the facility. Although this may not deliver cash savings in the short term, there are many non-cash savings as outlined in the body of the report. .

Finance Officer Consulted: Monica Brooks

Date: 15/01/18

Legal Implications:

- 7.2 Bringing Brighton & Hove City Council's delivery of its statutory duties in relation to stray dogs 'in-house' does not in principle present any legal issues. Building new premises to facilitate the Council's discharge of its functions represents a legitimate use of the powers available to the Council under S111 of the Local Government Act 1972, which gives local authorities a wide discretion as to how they exercise their own statutory functions.
- 7.3 The proposals also involve offering animal kennelling services to third parties on a discretionary basis. Local authorities may provide services to a list of named 'public bodies' using powers available under the Local Authorities (Goods and Services) Act 1970, for profit (R v Yorkshire Purchasing Organisation, ex p British Educational Suppliers Association). However those powers are not available

where the Council is offering kennelling services to public bodies (such as NHS trusts) which are not on the afore-mentioned list, and/or to cattery facilities offered to the wider public. As a result the Council may not use its powers under the 1970 Act. However it may instead rely on its Localism Act 2011 powers, which provide the Council with a general power of competence to do anything which an individual may do, whether for the benefit of the authority, its area or residents, or otherwise (S1), and to charge for a service where the recipients agree to pay (S3), this provided that the income received in does not exceed the costs of provision.

- 7.4 It is noted that the proposals to offer an animal welfare facility specifically provide that the facility will not make a profit, but will instead be delivered on a cost-neutral basis. Given this, the proposals are considered to represent a permissible use of the Council's Localism Act powers cited in para 7.3 above. Should the position regarding income change at a future point then the Council would need to consider setting up a company using its powers under section 4 of the Localism Act 2011. In order to do so, it would first need to bring a further Report to Committee which explores amongst other things the employee and tax implications of setting up a company, this by reference to a detailed business case.

Lawyer Consulted: Victoria Simpson

Date: 15.01.18

Equalities Implications:

- 7.3 There are no equalities implications.

Sustainability Implications:

- 7.4 A facility in the city will significantly reduce vehicle movements and travel time. it is estimated it will reduce officer time by this by 10 hours a week, or approximately 520 hours a year. This will free up officer time to carry out enforcement duties.

Any Other Significant Implications:

- 7.5 None

SUPPORTING DOCUMENTATION

Appendices:

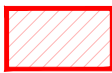
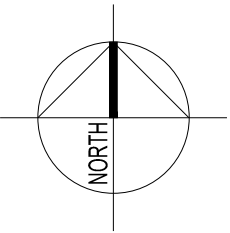
1. Site plan
2. External View
3. Floor Plan
4. 3 D External View
5. 3 D Internal View

Documents in Members' Rooms

1. None

Background Documents

1. Kennels Business case



Red line denotes
boundary of application
site - 1627m²



BHCC land ownership
blue line.



Proposed buildings

REV	DATE	DESCRIPTION

Drawing Status
PLANNING



Brighton & Hove City Council
Property & Design
Hove Town Hall, Norton Road
Hove, East Sussex, BN3 3BQ
Telephone. (01273) 290000

Project
**Animal Welfare Facility
Hangleton Bottom
Hangleton Link Road, Hove**

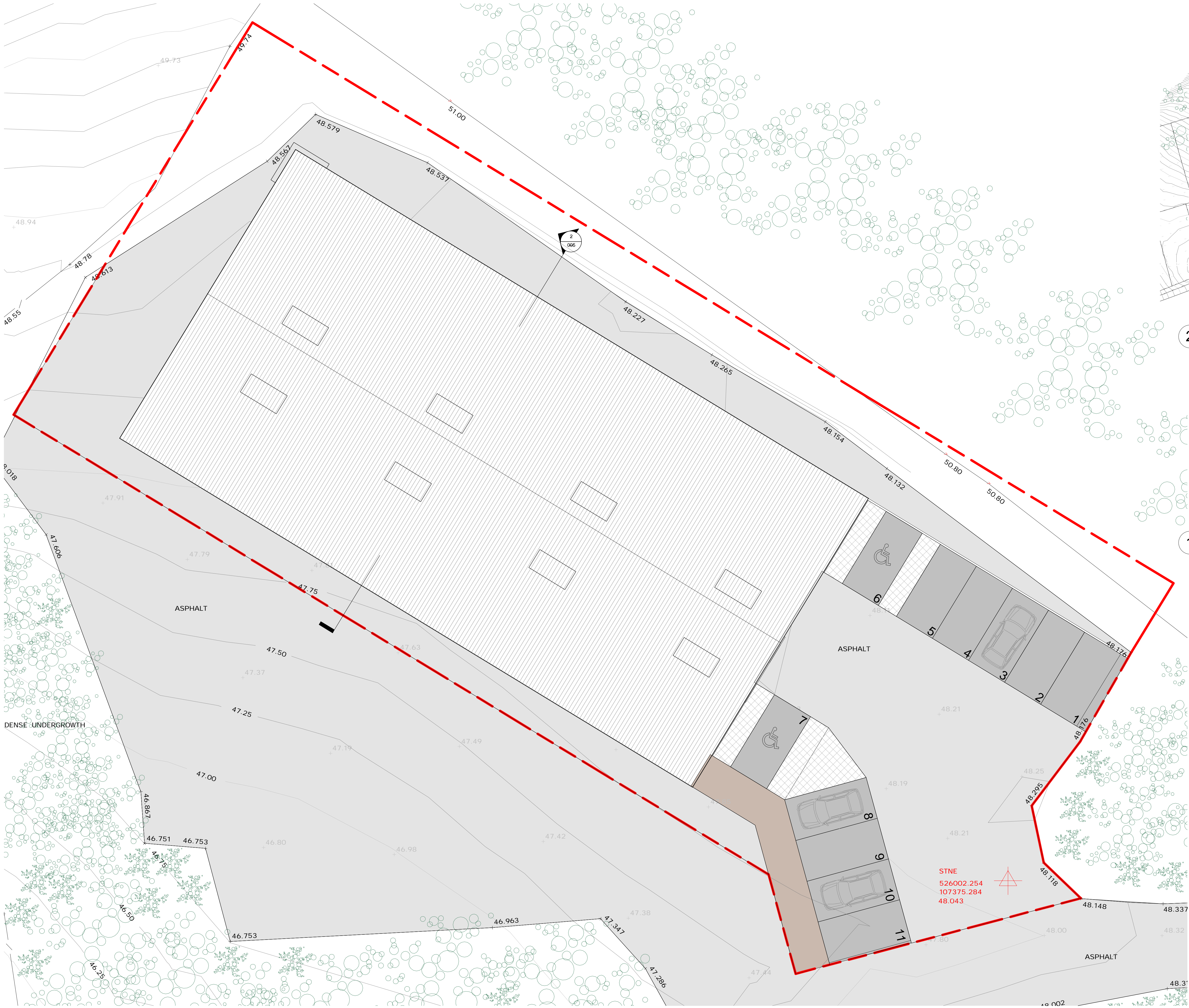
Title
**Site Location Plan
As Proposed**

Drawn By CM	Checked TF	Date 22/12/17
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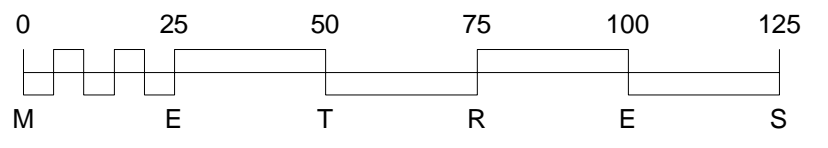
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Drawing No. 001	Revision
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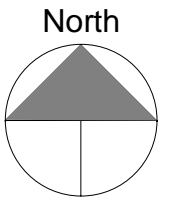
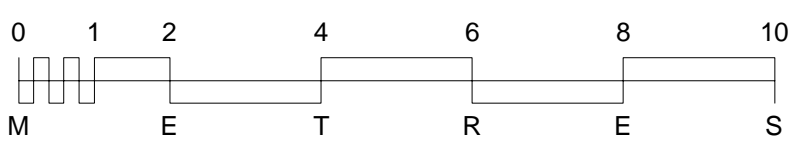
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2 Context Plan
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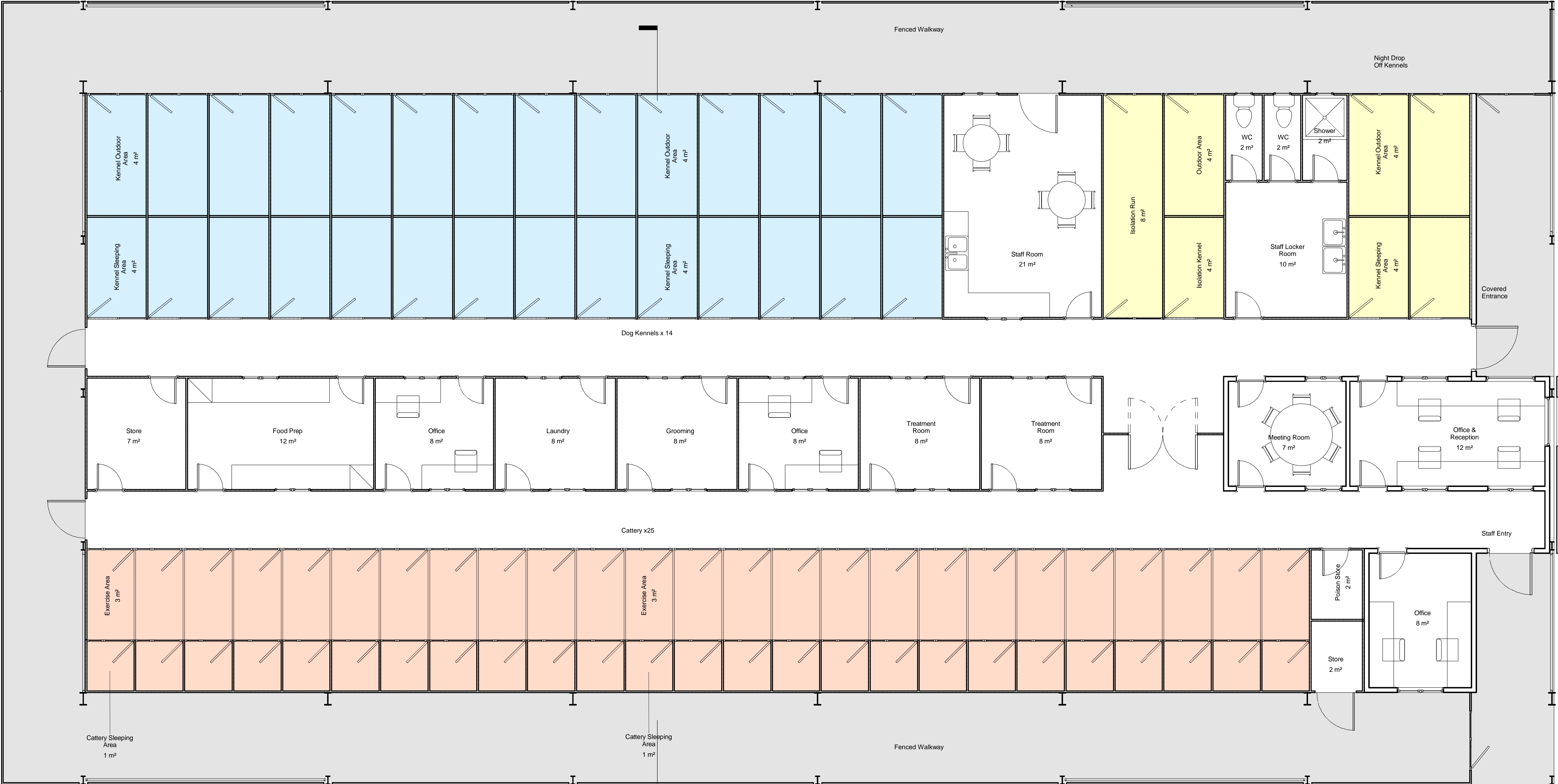


1 01 Site Plan
1 : 100



Rev	Date	Description
Drawing Status		
PLANNING		
		
Brighton & Hove City Council Property & Design Hove Town Hall, Norton Road Hove, East Sussex, BN3 3BQ Telephone 01273 290000		
Project Animal Welfare Facility Hangleton Bottom Hangleton Link Road Hove		
Title Proposed External Work Plan		
Drawn By CM	Checked By TF	Date 22/12/17
Project No. GEN 247	Scale As indicated @A1	
Drawing No. 003	Revision	

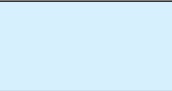
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347

1 01 Animal Welfare FFL
1 : 50

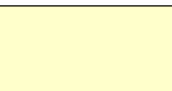
Key:



Prefabricated dog kennels x 14



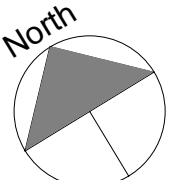
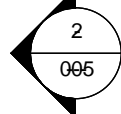
Prefabricated cattery units x 25




Prefabricated temporary and isoaltion dog kennels x 3

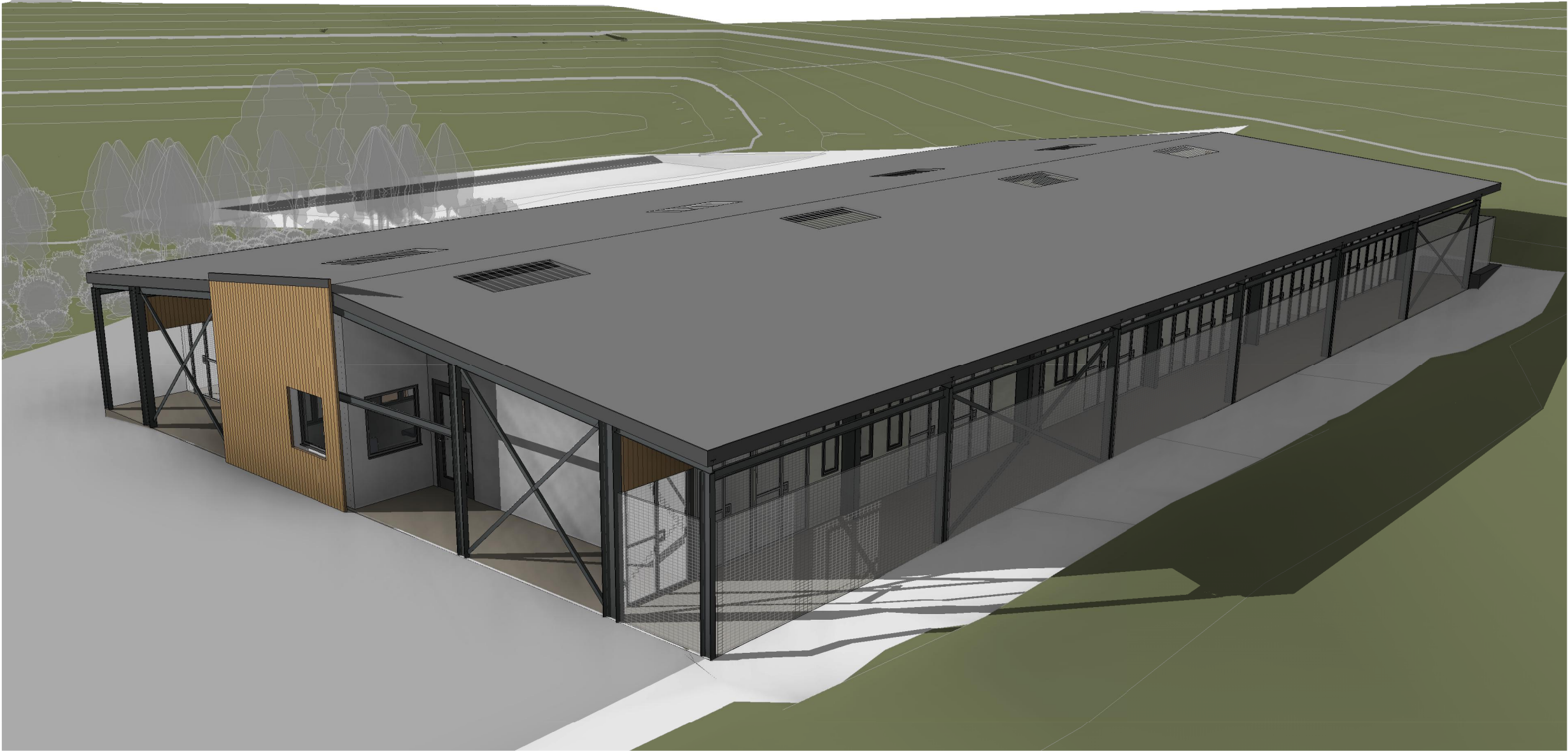


Covered and fenced in walkway area



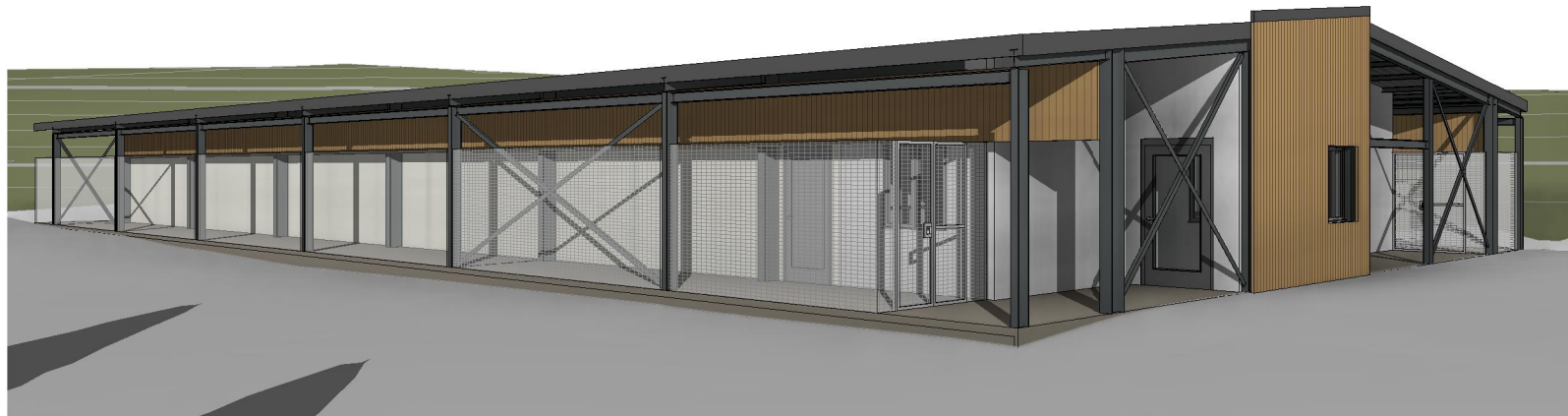
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PLANNING		
		
Brighton & Hove City Council Property & Design Hove Town Hall, Norton Road Hove, East Sussex, BN3 3BQ Telephone 01273 290000		
Project Animal Welfare Facility Hangleton Bottom Hangleton Link Road Hove		
Title Proposed Floor Plan		
Drawn By CM	Checked By TF	Date 22/12/17
Project No. GEN 247	Scale 1 : 50 @ A1	
Drawing No. 004	Revision	

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3D model birdseye view looking south towards the dog kennel areas

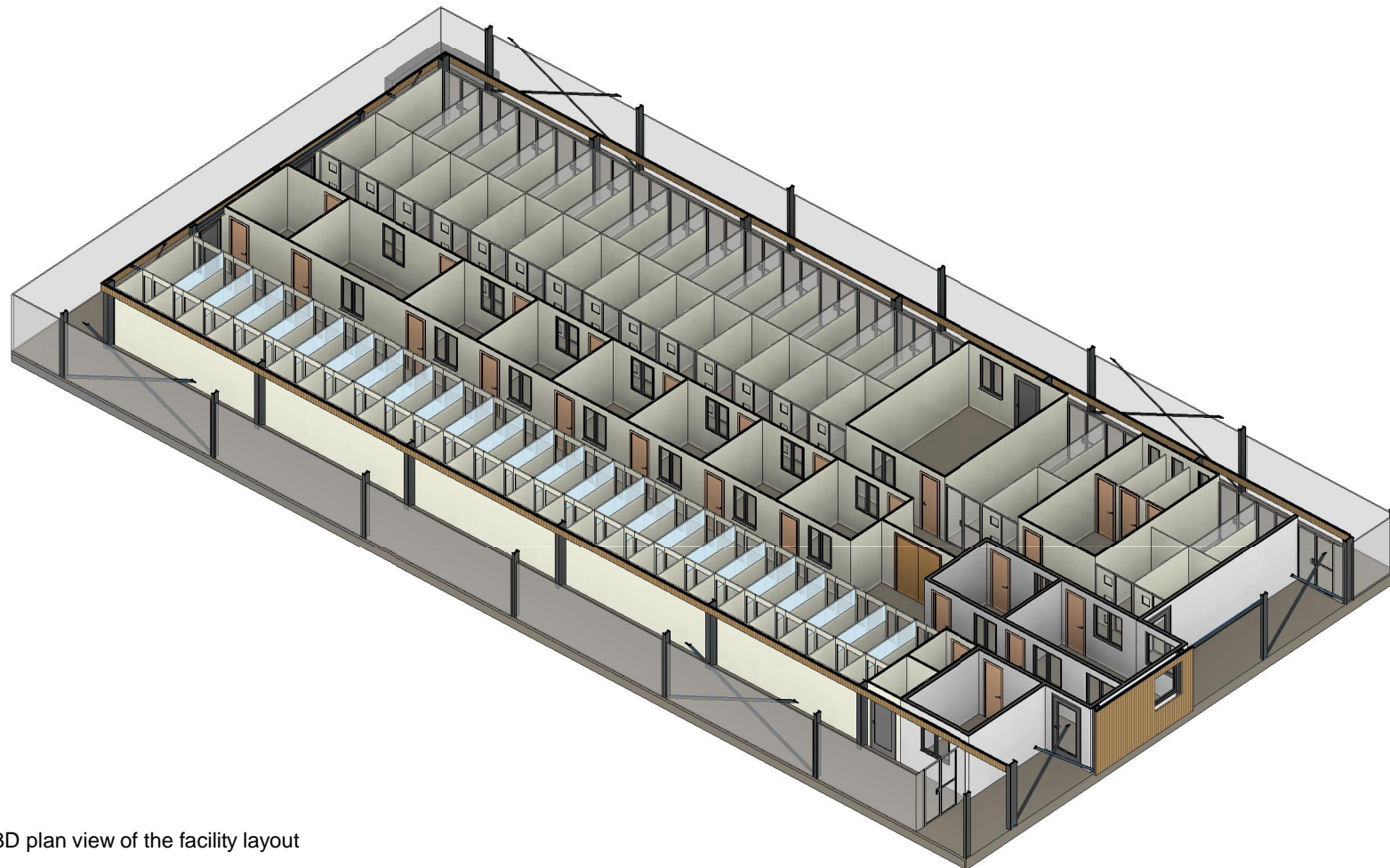
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Project		
Animal Welfare Facility Hangleton Bottom Hangleton Link Road Hove		
Title		
3D View 1		
Drawn By	Checked By	Date
CM	TF	22/12/17
Project No.	Scale	
GEN 247	N/A @A3	
Drawing No.	Revision	
007		



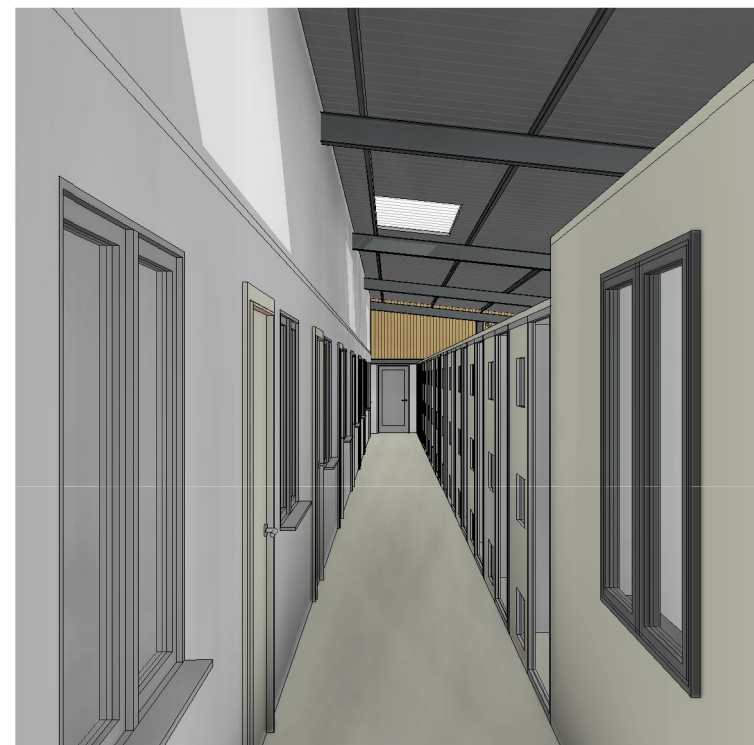
3D model view looking north towards the cattery elevation




View along external walkway outside the dog kennels



3D plan view of the facility layout



Internal view along kennel corridor

Rev	Date	Description
Drawing Status		
PLANNING		
 <p>Brighton & Hove City Council Property & Design Hove Town Hall, Norton Road Hove, East Sussex, BN3 3BQ Telephone 01273 290000</p>		
Project		
Animal Welfare Facility		
Hangleton Bottom		
Hangleton Link Road		
Hove		
Title		
3D Views 2		
Drawn By	Checked By	Date
CM	TM	22/12/17
Project No.	Scale	
GEN 247	N/A @ A3	
Drawing No.	Revision	
008		

Subject:	Workplace Wellbeing in the Council		
Date of Meeting:	25 January 2018		
Report of:	Executive Director Finance & Resources		
Contact Officer:	Name:	Janice Percy	Tel: 01273 290511
	Email:	Janice.percy@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 The workplace plays a key role in supporting the wellbeing of staff and improving mental and physical health. Ensuring arrangements are in place to prevent exposure to harm as well as supporting those experiencing mental and physical health issues are fundamental to this.
- 1.2 On average sickness absence costs employers 8.4 days per year. Sickness rates in the council are higher than this at 10.59 days per year. The council is committed to working with staff to provide a positive work environment and support staff to lead healthy lives.
- 1.3 The purpose of this report is to provide an overview of the existing support that is available and outline the work which is underway to improve our wellbeing offer as part of the council's emerging People Plan.

2. RECOMMENDATIONS:

That committee:

- 2.1 Notes the wellbeing support available to staff and work underway to improve the arrangements in place with additional support and resources.
- 2.2 Notes Health & Wellbeing forms a strand of work under the council's People Plan. (Committee will receive an update on this on 3 May 2018).
- 2.3 Considers member involvement to demonstrate the importance of this work to the council in its role as the employer.
- 2.4 Notes that it will receive a future update from the Wellbeing Steering Group on future priorities with an action plan for wellbeing including resourcing impacts and expected benefits.
- 2.5 Notes the indicators that will enable the council to chart progress.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 As an employer the council cares about the health and wellbeing of its staff and the wellbeing work is focused on ensuring that the workforce is supported to be happy and well both physically and mentally.
- 3.2 The cost and impact of ill-health (physical and mental) nationally in communities and workplaces is outlined in the *2016/17 Statistics for Great Britain*, recently published by the Health and Safety Executive (see Appendix 1).
- 3.3 Employers are uniquely placed and therefore have a key role to play, in particular, through implementing effective arrangements to create an organisational culture that promotes positive health and wellbeing, and supporting those experiencing health issues.
- 3.4 This extends to providing support, including resources and training for employees, managers and those in roles that influence employment practices, health and wellbeing.
- 3.5 The support currently available to council employees of includes:
 - specialist occupational health, counselling and mediation services
 - policies, guidance and templated procedures to assist with local arrangements
 - learning and development through the learning gateway which includes online learning as well as tutor-led training
 - a dedicated staff support page linking to useful resources and support
 - advice and guidance from the HR and Health & Safety business partners
- 3.6 Levels of absence, feedback provided through the staff survey, and learning from casework are all clear indicators that more needs to be done to improve the support available. This has influenced changes to improve the council's approach to organisational culture, performance and wellbeing.
- 3.7 As a result a Wellbeing Steering Group has been formed which is developing an organisational framework for wellbeing together with a prioritised action plan for improvements. The group is chaired by the Executive Director, Finance & Resources, and its membership is formed by:
 - Trade union and workers' forum representatives
 - Public health experts
 - Front-line staff
 - Workplace wellbeing champions
 - Human Resources staff
 - Communications staff

Working in this way to co-create solutions rather than imposing them will lead to better buy-in from staff and therefore better outcomes.

- 3.8 Wellbeing forms one component of the council's People Plan which aims to deliver a workforce for the future that is reflective of our community, to develop to do its best, and to make the council the employer of choice in Brighton & Hove. A report on the People Plan will be brought to this committee next May. An outline of the People Plan workstreams is provided at Appendix 2.
- 3.9 Early actions already agreed by the Steering Group and in progress include:
- Strengthening the council's commitment to workplace health and wellbeing including formalising the work of the Steering Group in the Health & Safety policy.
 - Agreement for the newly appointed workforce wellbeing lead in public health to co-ordinate the wellbeing action plan so the council becomes an exemplar employer in the city.
 - Approval by the Executive Leadership Team to conduct a baseline Health & Wellbeing survey in January and to be repeated to measure progress (this is distinct from the Staff Survey and it will be designed to avoid duplication).
 - Agreement to prioritise mental health training. Work is already underway to tailor specific training for:
 - managers on how to support staff suffering from mental health issues
 - HR Advisory Services on how to support casework
 - broadening awareness for all staff.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 The focus of the Steering Group is defining aims, outcomes and activities which move the organisation towards proactive and / or preventative measures that avoiding over reliance on reactive solutions which will be targeted in a range of areas including:
- Supporting attendance
 - Mental health
 - Smoking & tobacco
 - Physical activity
 - Healthy eating
 - Alcohol & substance misuse
- 4.2 The areas of scope co-incide with those defined in the Workplace Wellbeing Charter and provide a framework defining best practice; however the Group is very clear that the objective is to achieve better outcomes for staff rather than seeking external accreditation.
- 4.3 Although early priorities for action have been agreed as outlined at paragraph 3.9, a more detailed action plan is being developed by sub-groups within the Steering Group.
- 4.4 The following indicators will be used to chart progress and, where necessary, to inform adjustments to the strategy:

- Staff survey – an improvement of at least 5% in the score related to the organisation cares about my wellbeing
- Improved attendance levels and a reduction in levels of sickness attributable to mental health and stress
- Benchmarks available from the Health & Wellbeing survey (see paragraph 8.2)

Other performance indicators will be developed as the action plan for each work stream develops

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 Feedback provided through the Staff Survey has reinforced the need to ensure priorities and focused areas for improvement are tailored to individual service areas as 'one size does not fit all'. Therefore any action plan agreed through the Wellbeing Steering Group will be adaptable to ensure appropriate fit.
- 5.2 Staff representation through the Wellbeing Steering Group includes trade union and workers forum representation. The wider People Plan was presented to the Joint Consultative Staff Forum on 20th November.
- 5.3 Oversight of the work of the Steering Group is achieved through the Corporate Health & Safety Committee and Corporate Modernisation Delivery Board. Any funding implications will be managed through business cases to the corporate modernisation delivery board.

6. CONCLUSION

- 6.1 Failure to effectively support wellbeing results in a heavy burden being placed on staff, and also adversely affect outcomes for the council's clients, customers and partner organisations. Therefore the workplace and the council as the employer play a vital role in helping to secure improvements.
- 6.2 The local evidence for the council to prioritise wellbeing is clear and linked to a national trend. Whilst change will take time, need clearly to define objectives, outcomes and activities must be and is being progressed.
- 6.3 Ensuring appropriate resources are provided to deliver defined and timely outcomes will be essential to delivering sustained improvements.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 By themselves, the recommendations in the report above have no direct financial implications. However any significant expenditure or project work arising from the Wellbeing Steering Group would need to be supported by business cases and agreed by the Corporate Modernisation Delivery Board.

Finance Officer Consulted: Peter Francis

Date: 08/12/17

Legal Implications:

- 7.2 The Health and Safety at Work Act 1974 (HSWA 1974), referred to in paragraph 8.1 below, sets out the basic health and safety duties of an employer to its employees. The Act also provides the framework for other health and safety regulations, including the Management of Health and Safety at Work Regulations 1999 (the Regulations). The range of legal obligations placed on employers with respect to health and safety is extensive. The particular obligations which apply in any given case will depend on the activities carried out by the organisation and the extent of the risks posed by these activities, as well as other factors such as the number of employees. Employers are responsible for ensuring the health and safety of their employees and those that are affected by their activities so far as reasonably practicable (sections 2 and 3, HSWA 1974). The actions outlined in this report aim to improve employee wellbeing and thereby contribute to the effective discharge of the above responsibilities.

Lawyer Consulted: Victoria Simpson

Date: 11/12/17

8. ANY OTHER SIGNIFICANT IMPLICATIONS

Risk and Opportunity Management Implications:

- 8.1 The council's duty of care to employees as defined by the Health and Safety at Work Act 1974 extends to the duty to ensure '*so far as is reasonably practicable, the health, safety and welfare of all employees*'. The imperative to discharge this duty is moral as well as legal and financial as the consequences of inadequate controls and support can be serious, resulting in harm to those affected, regulatory action may also follow resulting in fines and prosecution.

Public Health Implications:

- 8.2 The baseline survey proposed is part of a national public health approach to needs assessment. This will ensure the council has a coordinated approach based on local need, and also provides an opportunity to benchmark our performance against other workplaces.

Corporate / Citywide Implications:

- 8.3 Mental health is an increasingly recognised issue for the city which follows a global and national trend. It is expected that partnership working will enhance the focus on shared outcomes, in particular health and adult social care integration with the Brighton & Hove Clinical Commissioning Group. This links to the council's Strategic Risk SR20 (*'Inability to integrate Health and Social Care services at a local level and deliver timely and appropriate interventions'*) which is overseen by the Audit & Standards Committee, and owned by the Executive Director, Health & Adult Social Care.

Equalities Implications:

- 8.4 None in addition to the implications set out above.

SUPPORTING DOCUMENTATION

Appendices:

1. 2016/17 Statistics for Great Britain, Health and Safety Executive
2. People Plan Overview

Documents in Members' Rooms

None

Background Documents

None



Health and safety at work

Summary statistics for Great Britain 2017

[Key facts](#)

[Ill health](#)

[Injury](#)

[Costs to Britain](#)

[Industries](#)

[European comparisons](#)

[Enforcement](#)

[Sources](#)

[Definitions](#)

Key facts



1.3
million

Work-related ill health cases
(new or long-standing) in 2016/17

Source: Estimates based on self-reports from
the Labour Force Survey, people who worked
in the last 12 months



0.5
million

Work-related stress, depression
or anxiety cases (new or long-
standing) in 2016/17

Source: Estimates based on self-reports from
the Labour Force Survey, people who worked
in the last 12 months



0.5
million

Work-related musculoskeletal
disorder cases (new or long-
standing) in 2016/17

Source: Estimates based on self-reports from
the Labour Force Survey, people who worked
in the last 12 months



9.7
billion

Annual costs of new cases of
work-related ill health in 2015/16,
excluding long latency illness
such as cancer

Source: Estimates based on
HSE Costs to Britain Model



0.6
million

Non-fatal injuries to workers
in 2016/17

Source: Estimates based on self-reports from
the Labour Force Survey



70,116

Non-fatal injuries to employees
reported by employers in 2016/17

Source: RIDDOR



137

Fatal injuries to workers in 2016/17

Source: RIDDOR



5.3
billion

Annual costs of workplace injury
in 2015/16

Source: Estimates based on
HSE Costs to Britain Model



31.2
million

Working days lost due to work-
related ill health and non-fatal
workplace injuries in 2016/17

Source: Estimates based on self-reports from
the Labour Force Survey



12,000

Lung disease deaths each year
estimated to be linked to past
exposures at work

Source: Counts from death certificates and
estimates from epidemiological information



2,542

Mesothelioma deaths in 2015,
with a similar number of lung
cancer deaths linked to past
exposures to asbestos

Source: Death certificates



14.9
billion

Annual costs of work-related
injury and new cases of ill health
in 2015/16, excluding long
latency illness such as cancer

Source: Estimates based on
HSE Costs to Britain Model



Work-related ill health

1.3 million

Workers suffering from work-related ill health (new or long-standing) in 2016/17

516,000

Workers suffering from a new case of work-related ill health in 2016/17

25.7 million

Working days lost due to work-related ill health in 2016/17

13,000

Deaths each year estimated to be linked to past exposure at work, primarily to chemicals or dust

New and long-standing cases of work-related ill health by type, 2016/17

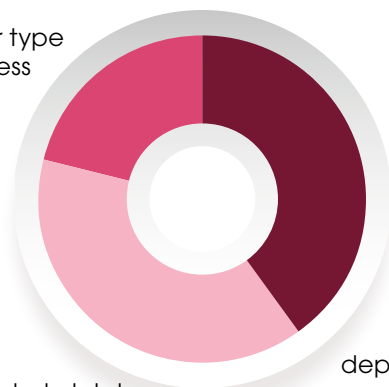
21%

Other type of illness

39%

Musculoskeletal disorders

40%
Stress, depression or anxiety



Working days lost by type of ill health, 2016/17

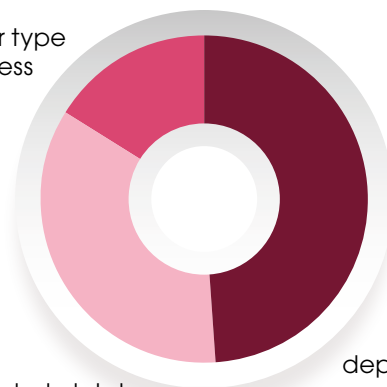
16%

Other type of illness

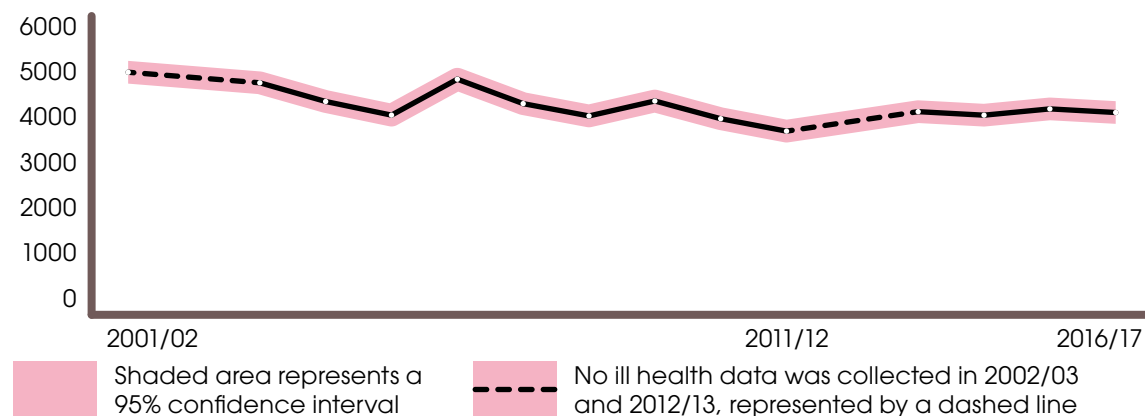
35%

Musculoskeletal disorders

49%
Stress, depression or anxiety



Work-related ill health per 100,000 workers: new and long-standing



● The rate of work-related ill health showed a generally downward trend to around 2011/12; more recently the rate has been broadly flat.

● Working days lost per worker due to work-related ill health showed a generally downward trend up to around 2010/11; since then the rate has remained broadly flat.

Estimates of ill health based on Labour Force Survey (LFS) self-reports and deaths based on proportions estimated to be linked to work.

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/causdis



Work-related stress, depression or anxiety

526,000

Workers suffering from work-related stress, depression or anxiety (new or long-standing) in 2016/17

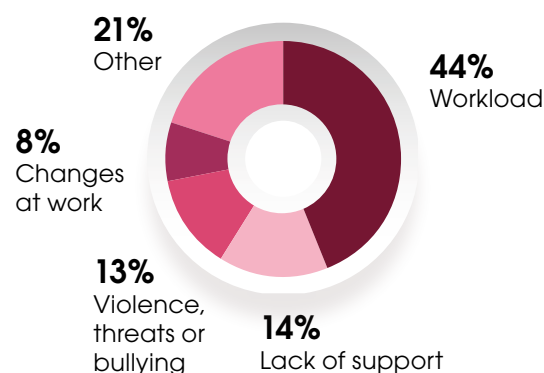
236,000

Workers suffering from a new case of work-related stress, depression or anxiety in 2016/17

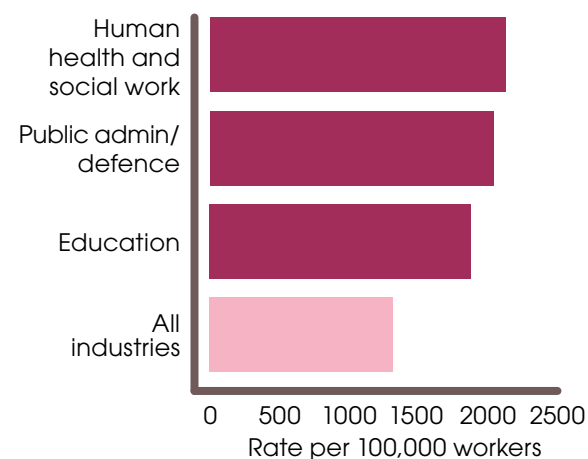
12.5 million

Working days lost due to work-related stress, depression or anxiety in 2016/17

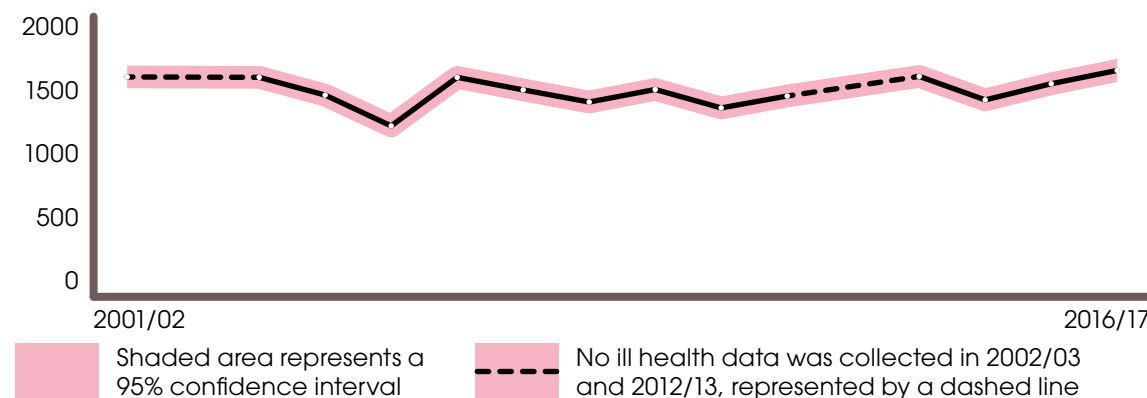
Stress, depression or anxiety by cause, averaged 2009/10–2011/12



Industries with higher than average rates of stress, depression or anxiety, 2014/15–2016/17



Stress, depression or anxiety per 100,000 workers: new and long-standing



The rate of self-reported work-related stress, depression or anxiety has remained broadly flat but has shown some fluctuations. A similar picture was observed for working days lost.

Working days lost due to stress, depression or anxiety accounted for 49% of all working days lost due to ill health in 2016/17.

Estimates of work-related stress, depression or anxiety based on self-reports from the Labour Force Survey (LFS)

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/causdis/stress



Work-related musculoskeletal disorders

507,000

Workers suffering from work-related musculoskeletal disorders (new or long-standing) in 2016/17

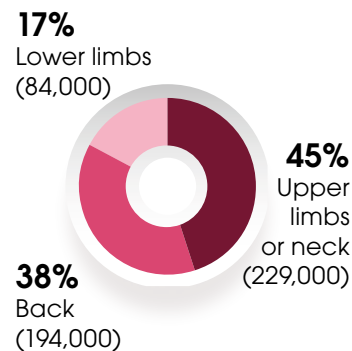
159,000

Workers suffering from a new case of work-related musculoskeletal disorder in 2016/17

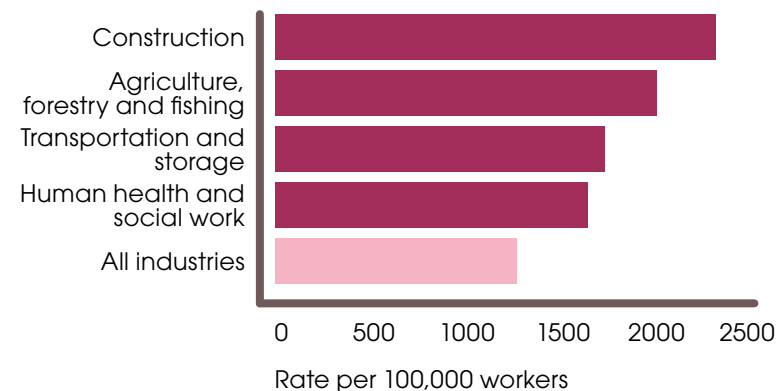
8.9 million

Working days lost due to work-related musculoskeletal disorders in 2016/17

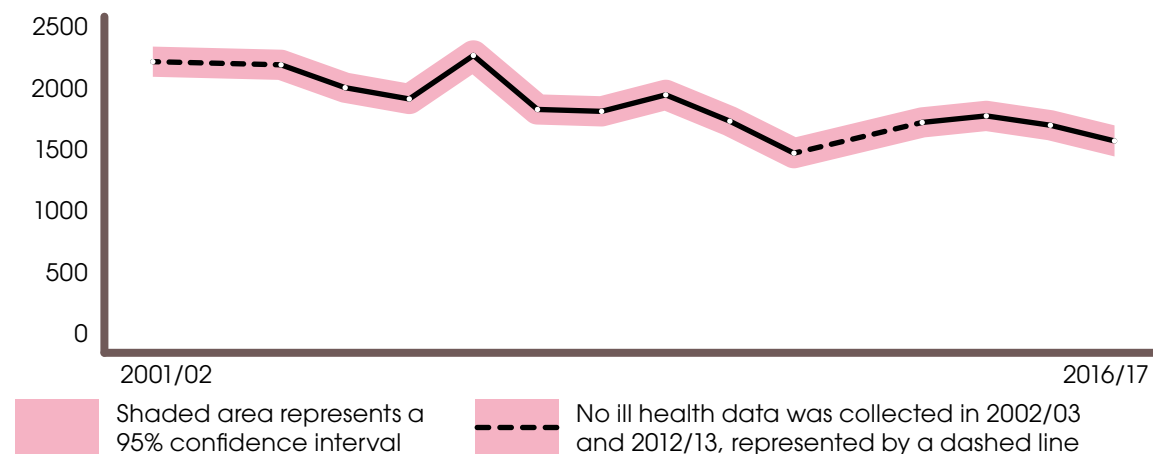
Musculoskeletal disorders by affected area, 2016/17



Industries with higher than average rates of musculoskeletal disorders, averaged 2014/15-2016/17



Musculoskeletal disorders per 100,000 workers: new and long-standing



● The rate of self-reported work-related musculoskeletal disorders has shown a generally downward trend.

● Working days lost per worker showed a generally downward trend up to around 2010/11; since then the rate has remained broadly flat.

● Manual handling, awkward or tiring positions and keyboard work or repetitive action are estimated to be the main causes of work-related musculoskeletal disorders.

Estimates of work-related musculoskeletal disorders based on self-reports from the Labour Force Survey (LFS)

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/causdis/musculoskeletal/



Occupational lung disease

12,000

Lung disease deaths each year estimated to be linked to past exposures at work

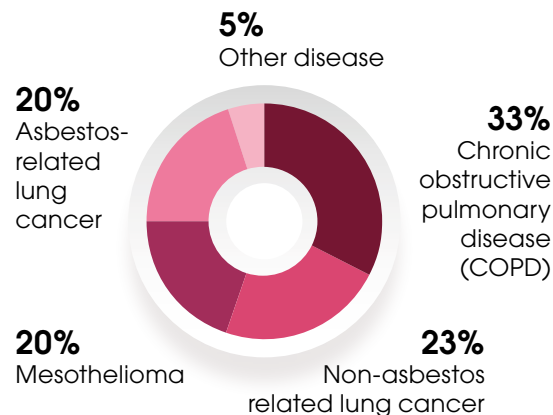
2,542

Mesothelioma deaths in 2015, with a similar number of lung cancer deaths linked to past exposures to asbestos

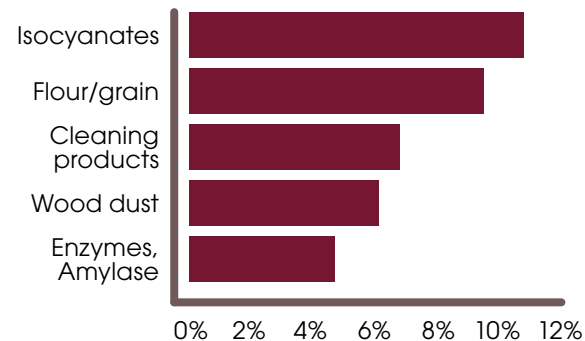
18,000

Estimated new cases of breathing or lung problems caused or made worse by work each year on average over the last three years according to self-reports from the Labour Force Survey

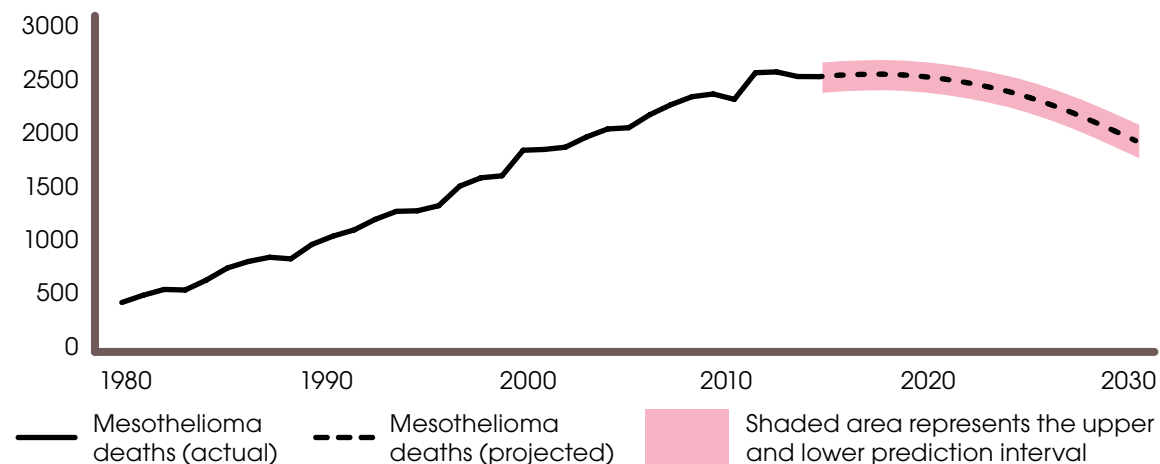
Lung diseases contributing to estimated current annual deaths



Occupational asthma; causal agents most commonly reported by chest physicians during 2012-2016



Mesothelioma in Great Britain: annual actual and predicted deaths



● There are projected to be around 2,500 mesothelioma deaths per year for the rest of the decade before numbers begin to decline.

● There are an estimated 200-300 new cases of occupational asthma seen by chest physicians each year, with no change over the last decade.

● Occupational lung diseases account for around 12,000 of the 13,000 total deaths estimated to be linked to past exposures at work.

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/causdis/respiratory-diseases



Workplace injury

137

Workers killed at work
in 2016/17

609,000

Estimated non-fatal
injuries to workers
according to self-reports
from the Labour Force
Survey in 2016/17

70,116

Employee non-fatal
injuries reported by
employers under
RIDDOR in 2016/17

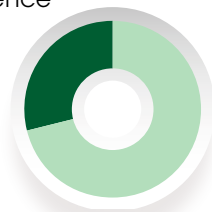
5.5 million

Estimated working
days lost due to non-
fatal workplace injuries
according to self-reports
from the Labour Force
Survey in 2016/17

Estimated self-reported
non-fatal injuries 2016/17

175,000

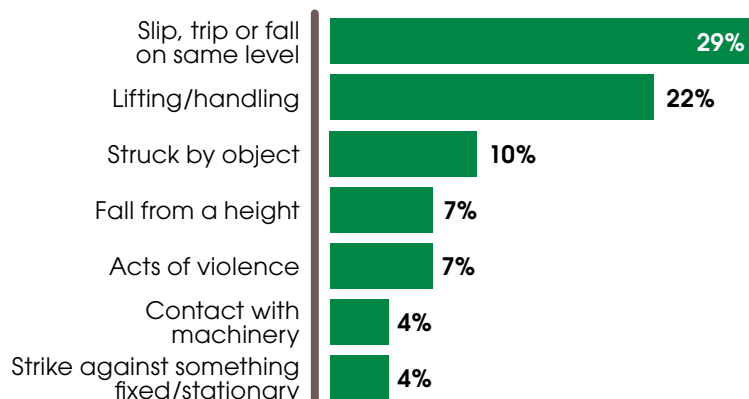
Injuries with over 7 days
absence



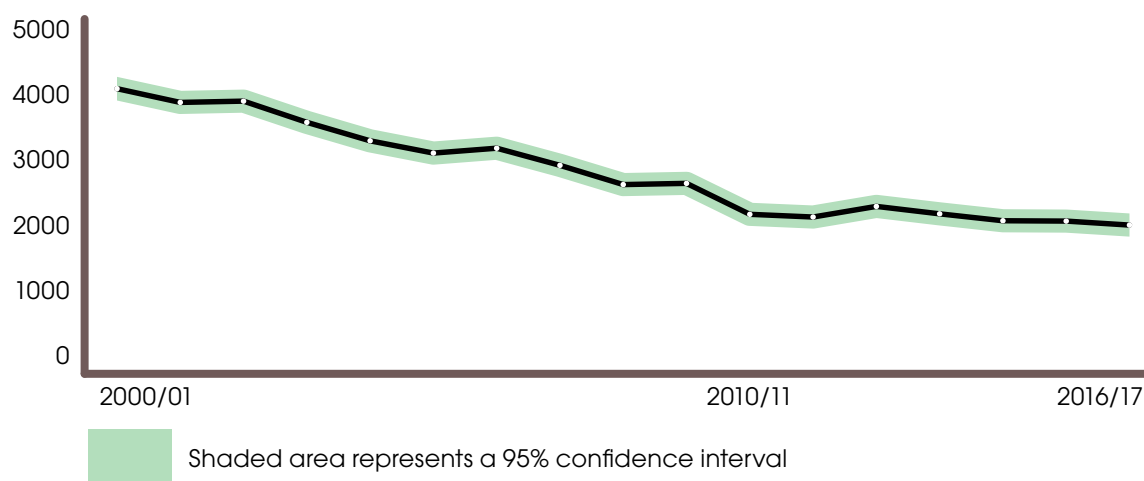
434,000

Injuries with up to
7 days absence

Non-fatal injuries to employees by main accident
kinds (as reported by employers), 2016/17



Estimated self-reported workplace non-fatal injury per 100,000 workers



● There has been a long term downward trend in the rate of fatal injury, with indications of levelling off in recent years.

● The rate of self-reported non-fatal injury to workers showed a downward trend up to 2010/11; since then the rate has been broadly flat.

● The rate of non-fatal injury to employees reported by employers also shows a long-term downward trend, which has continued in more recent years. Reporting is known to be incomplete and may be distorting the trend.

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/causinj/index



Costs to Britain

£14.9 billion

Annual costs of work-related injury and ill health in 2015/16, excluding long latency illness such as cancer

£9.7 billion

Annual costs of new cases of work-related ill health in 2015/16, excluding long latency illness such as cancer

£5.3 billion

Annual costs of workplace injury in 2015/16

Estimates based on Labour Force Survey and RIDDOR for 2014/15-2016/17, and HSE Costs to Britain Model

Costs to Britain of workplace injuries and new cases of work-related ill health in 2015/16 by: type of incident

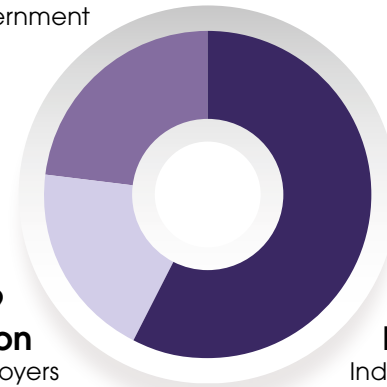
35%
Injury



65%
Ill health

cost bearer

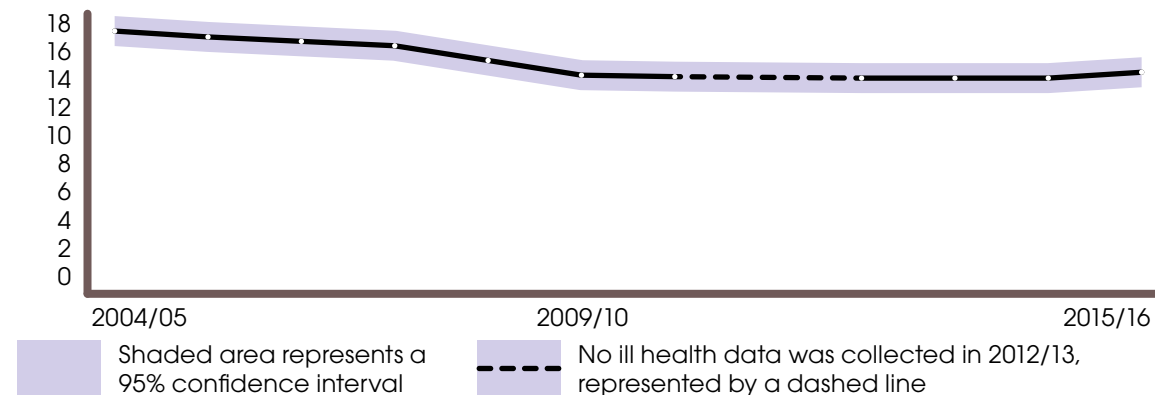
£3.4 billion
Government



£2.9 billion
Employers

£8.6 billion
Individuals

Costs to Britain of workplace injuries and new cases of work-related ill health (£ billion, 2015 prices)



● Total costs showed a downward trend between 2004/05 and 2009/10; this fall was driven by a reduction in the number of workplace injuries. Since then, the annual cost has been broadly level.

● Total costs include financial costs and human costs. Financial costs cover loss of output, healthcare costs and other payments made. Human costs are the monetary valuation given to pain, grief, suffering and loss of life.

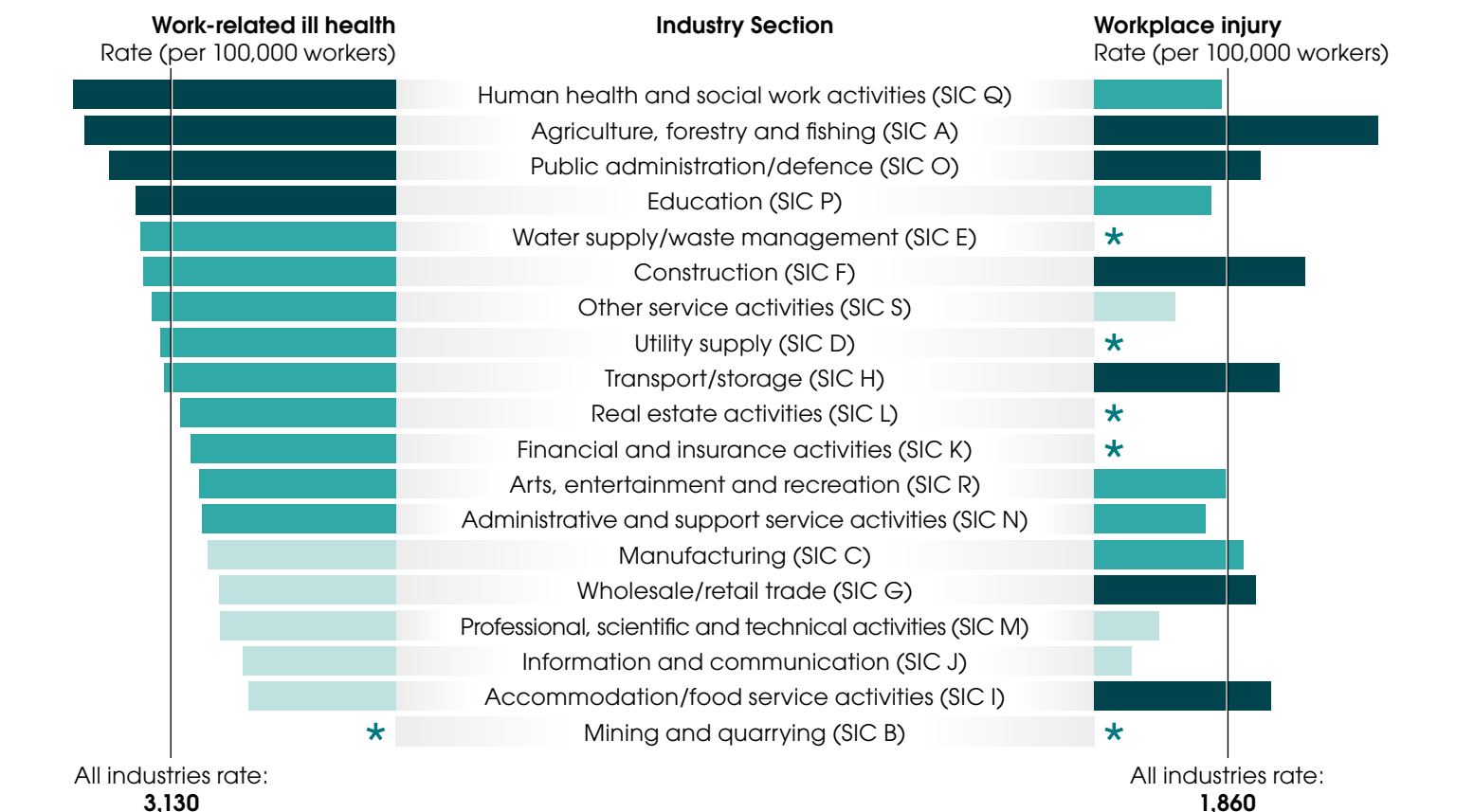
To find out the story behind the key figures, visit www.hse.gov.uk/statistics/cost/

HSE has published research on the costs of work-related cancer. See www.hse.gov.uk/research/rrhtm/rr1074

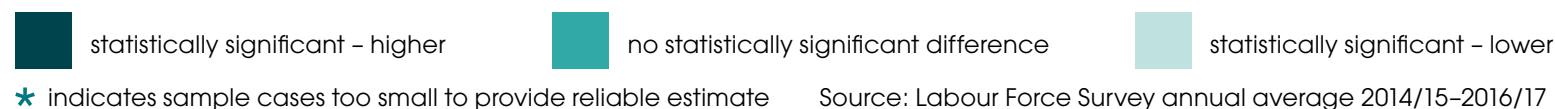


Industries

Rate of self-reported work-related ill health and non-fatal injury by industry



Compared to all industry rate:



Industries with ill health rates statistically significantly higher than the rate for all industries were Human health and social work activities, Agriculture, forestry and fishing, Public administration and defence and Education.

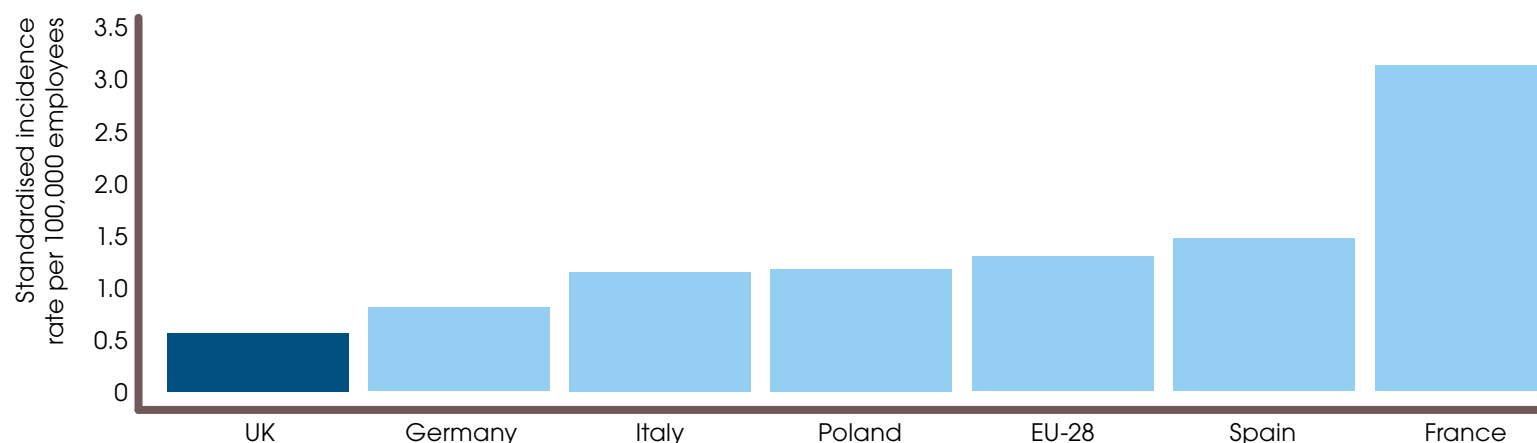
Agriculture, forestry and fishing, Construction, Transport and storage, Accommodation and food services, Public administration and defence and Wholesale and retail trade had statistically significantly higher injury rates than for all industries.

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/industry



European comparisons

Fatal injuries in large EU economies (Eurostat 2014)

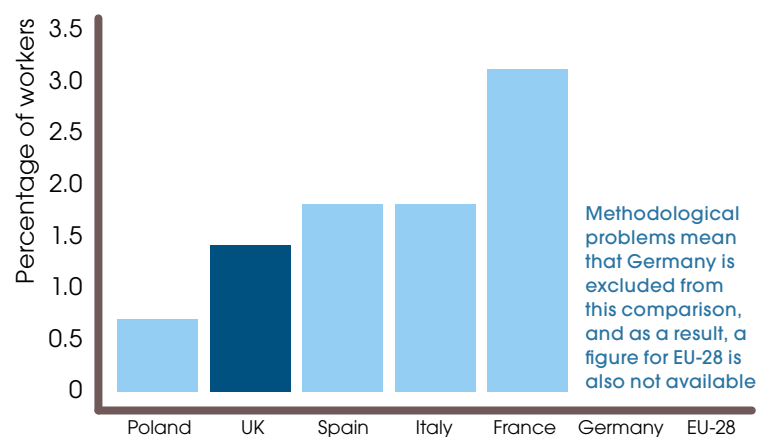


● The UK consistently has one of the lowest standardised rates of fatal injury across the EU, lower than other large economies and the EU average.

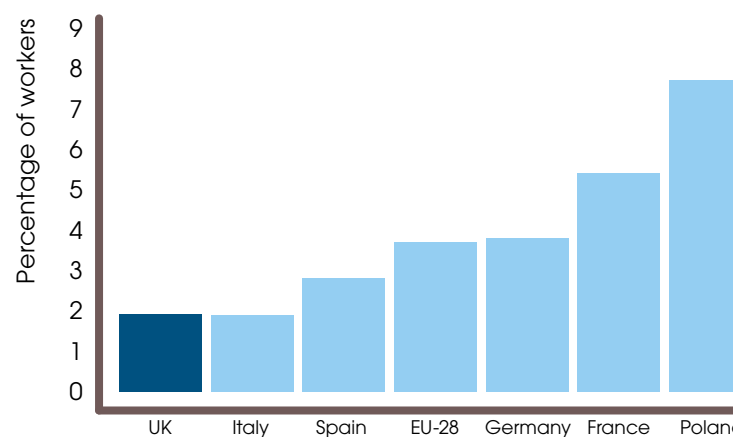
● Non-fatal injuries in the UK were at a similar level to other large economies in 2013.

● UK rates of work-related ill health resulting in sick leave were lower than most other EU countries.

Self-reported work-related injuries resulting in sick leave (EU Labour Force Survey 2013)



Self-reported work-related health problems resulting in sick leave (EU Labour Force Survey 2013)



To find out the story behind the key figures, visit www.hse.gov.uk/statistics/european



Enforcement

554

Cases prosecuted, or referred to COPFS for prosecution in Scotland, by HSE where a conviction was achieved in 2016/17

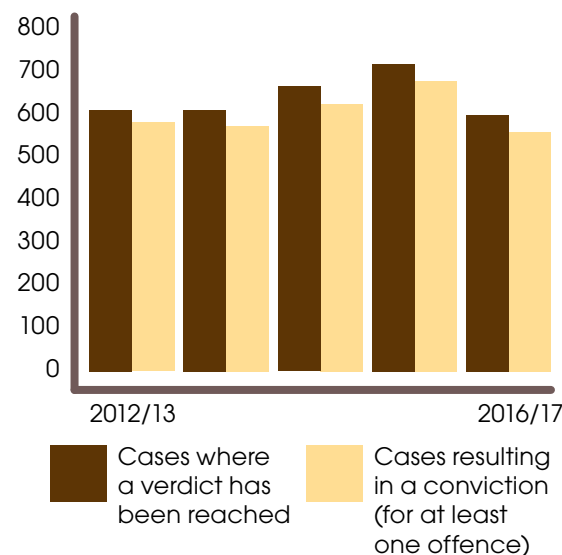
11,913

Notices issued by all enforcing bodies in 2016/17

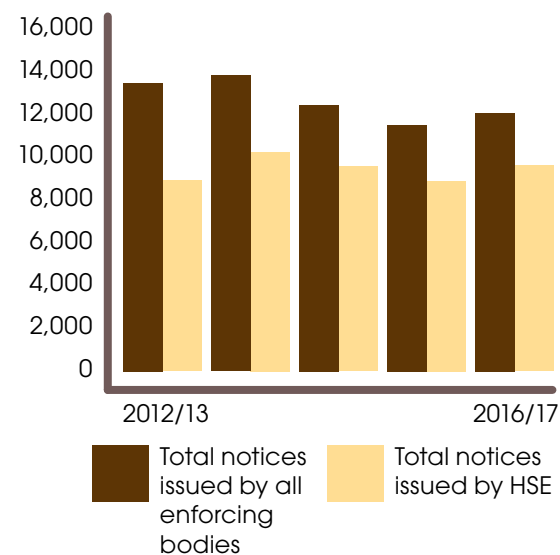
£69.9million

In fines resulting from prosecutions taken, or referred to COPFS for prosecution in Scotland, by HSE where a conviction was achieved in 2016/17

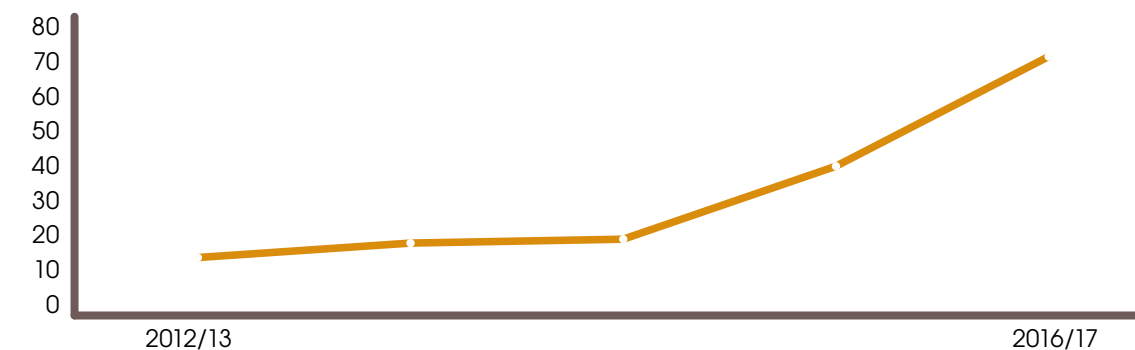
Prosecution cases brought by HSE and, in Scotland, COPFS



Enforcement notices issued by local authorities and HSE



Total fines for health and safety offences prosecuted by HSE and, in Scotland, the Crown Office and Procurator Fiscal Service (COPFS) (£million)



● This year has seen a fall in the number of cases prosecuted following several years of an upward trend.

● The number of notices issued by all enforcing bodies rose this year following several years of a downward trend.

● This is the first full year where new sentencing guidelines have been in effect. Under these guidelines the fine is related to the turnover of organisations and, as a result, large organisations convicted of offences are receiving larger fines than seen prior to these guidelines.

To find out the story behind the key figures, visit www.hse.gov.uk/statistics/enforcement



Sources

The Labour Force Survey (LFS)

The LFS is a national survey run by the Office for National Statistics. Currently around 37,000 households are surveyed each quarter. HSE commissions annual questions in the LFS to gain a view of self-reported work-related illness and workplace injury based on individuals' perceptions. The analysis and interpretation of the data are the sole responsibility of HSE.

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

Requirements under which fatal, over-seven-day and specified non-fatal injuries to workers are reported by employers.

Specialist physician and general practitioner reporting (THOR)

Cases of work-related respiratory and skin disease are reported by specialist physicians within The Health and Occupation Research network (THOR).

Death Certificates

Some occupational lung diseases, including the asbestos-related diseases mesothelioma and asbestosis, can be identified from the recorded cause of death.

Enforcement

The enforcing authorities are HSE, local authorities and, in Scotland, The Crown Office and Procurator Fiscal Service (COPFS). In Scotland, HSE and local authorities investigate potential offences but cannot institute legal proceedings and the COPFS makes the final decision on whether to institute legal proceedings and which offences are taken.

HSE Costs to Britain Model

Developed to estimate the economic costs of injury and new cases of ill health arising largely from current working conditions. The economic cost estimate includes both financial and human costs.

Eurostat

Eurostat (the statistical section of the European Commission) publishes data on fatal accidents at work. Fatality rates are standardised to take account of the different industrial structure of employment across European Union member states, and exclude road traffic accidents and accidents on board of any mean of transport in the course of work.

European Labour Force Survey (EU-LFS)

A large household survey carried out in the Member States of the European Union. In 2013 the EU-LFS included an ad-hoc module asking about accidents at work and work-related health problems in the previous 12 months.

More information about our data sources can be found at www.hse.gov.uk/statistics/sources



Definitions

Rate per 100,000 The number of annual injuries or cases of ill health per 100,000 employees or workers, either overall or for a particular industry.

95% confidence Interval The range of values which we are 95% confident contains the true value, in the absence of bias. This reflects the potential error that results from surveying a sample rather than the entire population.

Statistical Significance A difference between two sample estimates is described as 'statistically significant' if there is a less than 5% chance that it is due to sampling error alone.

Standard Industrial Classification (SIC) the system used in UK official statistics for classifying business by the type of activity they are engaged in. The current version is SIC 2007. Industry estimates presented here are at SIC Section level.

National Statistics

The LFS, RIDDOR, deaths from occupational lung disease, THOR, enforcement and Costs to Britain figures in this report are National Statistics.

National Statistics are produced to high professional standards set out in the National Statistics Code of Practice. They undergo regular quality assurance reviews to ensure that they meet customer needs. They are produced free from any political interference.

HSE Chief Statistician **Alan Spence**

Contact alan.spence@hse.gov.uk

Last updated **November 2017**

Next update **October 2018**

More information about our data sources can be found at www.hse.gov.uk/statistics/sources

HSE's statistics revisions policy can be seen at www.hse.gov.uk/statistics/about/revisions/index

Data tables can be found at www.hse.gov.uk/statistics/tables/

For information regarding the quality guidelines used for statistics within HSE see www.hse.gov.uk/statistics/about/quality-guidelines

People Plan – Themes and Objectives

Great staff, with the City at the heart of what they do!

Health & Wellbeing	Performance & Talent Development	Resourcing, rewards & benefits	Equality & Inclusion	Culture & Brand
<p>Improving mental health</p> <p>Improving financial health</p> <p>Improving physical health</p> <p>Improving attendance and early access to medical support</p> <p>More responsive on reasonable adjustments.</p>	<p>Roll-out of behaviours</p> <p>Rated and moderated appraisal through the organisation</p> <p>Leadership and management development</p> <p>Talent Management and succession planning</p> <p>Coaching and mentoring</p> <p>Digital and commercial skills</p>	<p>Modernising pay and allowances</p> <p>An attractive package of benefits</p> <p>A flexible and agile workforce</p> <p>Recruitment and our employer brand</p> <p>Effective change and Organisational Development</p> <p>Cross Council CMT project work</p> <p>Job families</p>	<p>Staff survey and the employee voice</p> <p>Positive employee relations (LGA recommendations)</p> <p>Mediation and the early resolution of disputes</p> <p>Workforce equalities priorities</p> <p>Global HPO review</p> <p>Workers forums, Directorate and Workforce Equality groups</p>	<p>Refreshed People Plan brand</p> <p>Clear communication of offer to staff</p> <p>Increased awareness of employer brand in the city</p> <p>Enhanced relationships with key city partners</p>

Document is Restricted

