



Agenda for a meeting of the Executive to be held on Tuesday, 9 April 2024 at 10.30 am in the Council Chamber - City Hall, Bradford

Members of the Executive – Councillors

LABOUR
Hinchcliffe (Chair)
I Khan
Ross-Shaw
Ferriby
Jabar
Duffy

Notes:

- This agenda can be made available in Braille, large print or tape format on request by contacting the Agenda contact shown below.
- The taking of photographs, filming and sound recording of the meeting is allowed except if Councillors vote to exclude the public to discuss confidential matters covered by Schedule 12A of the Local Government Act 1972. **Recording activity should be respectful to the conduct of the meeting and behaviour that disrupts the meeting (such as oral commentary) will not be permitted. Anyone attending the meeting who wishes to record or film the meeting's proceedings is advised to liaise with the Agenda Contact who will provide guidance and ensure that any necessary arrangements are in place.** Those present who are invited to make spoken contributions to the meeting should be aware that they may be filmed or sound recorded.
- **Members of the public are respectfully reminded that this is a meeting that is being held in public NOT a public meeting. The attendance of the public to observe the proceedings is welcome.**
- If any further information is required about any item on this agenda, please contact the officer named at the foot of that agenda item.

From:

Jason Field
Interim Director of Legal and Governance
Agenda Contact: Yusuf Patel
Phone: 07970 411923
E-Mail: yusuf.patel@bradford.gov.uk

To:

A. PROCEDURAL ITEMS

1. DISCLOSURES OF INTEREST

(Members Code of Conduct – Part 4A of the Constitution)

To receive disclosures of interests from members and co-opted members on matters to be considered at the meeting. The disclosure must include the nature of the interest.

An interest must also be disclosed in the meeting when it becomes apparent to the member during the meeting.

Notes:

- (1) *Members must consider their interests, and act according to the following:*

Type of Interest	You must:
<i>Disclosable Pecuniary Interests</i>	<i>Disclose the interest; not participate in the discussion or vote; and leave the meeting <u>unless</u> you have a dispensation.</i>
<i>Other Registrable Interests (Directly Related)</i> OR <i>Non-Registrable Interests (Directly Related)</i>	<i>Disclose the interest; speak on the item <u>only if</u> the public are also allowed to speak but otherwise not participate in the discussion or vote; and leave the meeting <u>unless</u> you have a dispensation.</i>
<i>Other Registrable Interests (Affects)</i> OR <i>Non-Registrable Interests (Affects)</i>	<i>Disclose the interest; remain in the meeting, participate and vote <u>unless</u> the matter affects the financial interest or well-being</i> <i>(a) to a greater extent than it affects the financial interests of a majority of inhabitants of the affected ward, and</i> <i>(b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest; in which case speak on the item <u>only if</u> the public are also allowed to speak but otherwise not do not participate in the discussion or vote; and leave the meeting <u>unless</u> you have a dispensation.</i>

- (2) *Disclosable pecuniary interests relate to the Member concerned or their spouse/partner.*
- (3) *Members in arrears of Council Tax by more than two months must not vote in decisions on, or which might affect, budget calculations, and must disclose at the meeting that this restriction applies to them. A failure to comply with these requirements is a criminal offence under section 106 of the Local Government Finance Act 1992.*
- (4) *Officers must disclose interests in accordance with Council Standing Order 44.*

2. **MINUTES**

Recommended –

That the minutes of the meetings held on 5 March 2024, including Budget Executive be signed as a correct record (previously circulated).

(Yusuf Patel – 07970 411923)

3. **INSPECTION OF REPORTS AND BACKGROUND PAPERS**

(Access to Information Procedure Rules – Part 3B of the Constitution)

Reports and background papers for agenda items may be inspected by contacting the person shown after each agenda item. Certain reports and background papers may be restricted.

Any request to remove the restriction on a report or background paper should be made to the relevant Strategic Director or Assistant Director whose name is shown on the front page of the report.

If that request is refused, there is a right of appeal to this meeting.

Please contact the officer shown below in advance of the meeting if you wish to appeal.

(Yusuf Patel – 07970 411923)

4. **RECOMMENDATIONS TO THE EXECUTIVE**

The following recommendations have been referred to the Executive:

(i) Petition received at Council – Tuesday 12 March 2024

Petition - objection to the sale of Skirrow Street Car Park, Cottingley.

Resolved – That the petition be referred to the Executive for further consideration.

(ii) Regeneration and Environment Overview & Scrutiny Committee held on Tuesday 19 March 2024

REPORT ON THE USE OF GLYPHOSATE FOR WEED CONTROL WITHIN BRADFORD METROPOLITAN DISTRICT COUNCIL

Resolved –

- (1) That, following consideration the options set out in Document “AG”, that Option 2: All Area constituencies to stop using Glyphosate in all Parks and Cemeteries (except in exceptional use) using strimming as a control measure, in April 2024, be recommended to the Executive for adoption. This would see the adopted highway continue to be weed sprayed but avoiding sensitive areas highlighted in Document “AG”.**
- (2) That it be further recommended to the Executive that clear signs be placed in all relevant areas explaining what the Council is doing.**
- (3) That officers continue to add areas of high sensitivity to be avoided in the use of glyphosate in particular areas around schools and play parks.
- (4) That officers continue to liaise with other Local Authorities re best practice and experiences in the reduced use of glyphosate.
- (5) That should Option 2 be adopted (as set out in Resolution 1), information be circulated to Area Committee Chairs informing them of the cessation of glyphosate use (except in exceptional use) as detailed in Option 2.

To be actioned by: Strategic Director, Place

(iii) **Corporate Overview and Scrutiny Committee – Thursday
21 March 2024**

BRADFORD COUNCIL'S GAMBLING CROSS DEPARTMENTAL
ACTION PLAN - PROGRESS REPORT

Resolved –

- (1) That this Committee requests progress against Bradford Councils Gambling Cross Departmental Action Plan, be presented to this Committee in 12 months, which also includes all outcomes delivered.
- (2) That this Committee requests that Bradford Councils Leader and Chief Executive write to the District MP's and Ministers, to encourage the Gambling Commission and Helpline to refer cases to services, such as those provided by the NHS.
- (3) This Committee requests that Bradford Council Licensing consider a proactive approach to under age activity inspections, of gambling premises.
- (4) **That this Committee asks the Executive to consider Bradford becoming a gambling free advert zone, similar to Sheffield and explore possibility of Bradford 2025 Capital of Culture events, to not advertise gambling related activities.**

To be actioned by – Director of Public Health

(Yusuf Patel – 07970 411923)

B. STRATEGIC ITEMS

LEADER OF COUNCIL & CORPORATE

(Councillor Hinchcliffe)

5. QTR 4 FINANCE POSITION STATEMENT FOR 2023-24

1 - 66

The Director of Finance will submit a report (**Document AY**) which provides Members with the forecast year-end financial position of the Council for 2023-24 and sets out the unprecedented scale of its financial challenges. It outlines the revenue and capital budgets and the year-end forecast financial position based on information at the end of February 2024. It states the Council's current reserves and school balances.

The Council's forecast overspend has a net decrease of £1.2m from Quarter 3/ Period 9 to £74.2m as outlined in the report. This is subject to the actual outturn, closure of the accounts and the pending balance sheet review. A final 2023-24 Finance Position Statement will be provided in July based on outturn data at the 31st March 2024.

The report outlines the unprecedented overspend, and the ongoing action being undertaken to address the current challenges and further urgent action that will be required to secure a sustainable financial position. The Council has now effectively run out of reserves, and consequently it applied for, and has now had approved, Exceptional Financial Support from Government of £80m for 2023-24 and £140m for 2024-25.

A capitalisation directive approved is however only an interim solution. To achieve a financially sustainable position, the Council and the Trust will need to deliver a combination of; significantly higher level of savings than is currently proposed; additional income, further asset disposals and further capital expenditure reductions.

A continuous cycle of identifying new savings and other measures to reducing the gap will need to be embedded in 2024-25.

Recommended –

That the Executive

- (1) Review and comment on the Qtr 4 Finance Position Statement for 2023-24**
- (2) Note the following has been approved under Section 1.7 of the Financial Regulations for inclusion in the Capital programme:**
 - £0.075m for capital works on the garden and the purchase of three hoists at a Children's Residential Homes. This will be funded from the 2023-24 General Contingency budget included in the CIP.**
- (3) Approve the charges for court costs in respect of Council Tax and Business Rates as outlined in section 15.3 to Document "AY".**

Overview and Scrutiny Committee: Corporate

(Andrew Cross – 01274 436823)

C. PORTFOLIO ITEMS

HEALTHY PEOPLE AND PLACES PORTFOLIO

(Councillor Ferriby)

6. REVIEW OF INTERMEDIATE CARE SERVICES

67 - 86

The Strategic Director of Adult Social Care and Health will submit a report (**Document “AZ”**) which sets out ambitious plans for our health and care partnership to transform intermediate care (IMC) services in Bradford District and Craven. We have drawn on our District Plan and strategies as a Health and Care Partnership; approaching this challenge as one system, committed to the sustainability of all partners.

Recommended –

- (1) Members are asked to comment and agree the blueprint for intermediate care in Bradford District and Craven.**
- (2) Members are asked to agree the permanent closure of Thompson Court Care Facility in Crossflatts and Norman Lodge Care Facility in Odsal.**

Overview and Scrutiny Committee: Health and Social Care

(Iain MacBeath – 01274 432990)

REGENERATION, PLANNING & TRANSPORT PORTFOLIO

(Councillor Ross-Shaw)

7. BRADFORD COMMUNITY INFRASTRUCTURE LEVY (CIL) - ALLOCATION OF FUNDS TO SUPPORT THE EXPANSION OF HEALTH PROVISION IN BURLEY IN WHARFEDALE

87 - 138

The Council resolved at the meeting of Executive on 13 July 2023 to be minded to allocate £400,000 from the Bradford Community Infrastructure Levy (CIL), towards the costs of the construction of an extension of Grange Road GP Surgery Burley in Wharfedale, in order, to increase capacity of the practice. This was subject to the need for a further report to Executive to formally allocate the funds which were conditional on the receipt of CIL from the Sun Lane housing development and a funding agreement between the Council and the surgery.

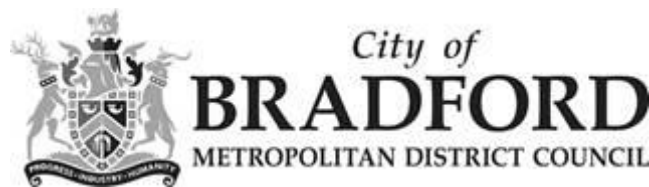
The Strategic Director, Place will submit a report (**Document “BA”**) which confirms receipt of the first phase of funds from the development and a draft funding agreement has been prepared with the surgery and their lenders. The report recommends that the Council formally allocate the £400,000 to the Surgery in line with the funding agreement to support the delivery of the extension.

Recommended –

- (1) That the Executive approves the allocation of £400,000 from CIL to the Grange Park Surgery, Burley in Wharfedale**
- (2) The allocation be made available in line with the mechanism set out within the draft funding agreement which allows staged draw down linked to the construction plan**
- (3) That the implementation of the funding agreement and any variation required is delegated to the Strategic Director (Place) in consultation with the Interim Director of Legal and Governance, Section 151 Officer and the Portfolio Holder.**

Overview and Scrutiny Committee: Regeneration and Environment

(Michala Bartle - 01274 432522)



Report of the Director of Finance to the meeting of the Executive to be held on 9th April 2024.

AY

Subject: Qtr 4 Finance Position Statement for 2023-24

Summary statement:

This report provides Members with the forecast year-end financial position of the Council for 2023-24 and sets out the unprecedented scale of its financial challenges. It outlines the revenue and capital budgets and the year-end forecast financial position based on information at the end of February 2024. It states the Council's current reserves and school balances.

The Council's forecast overspend has a net decrease of £1.2m from Quarter 3/ Period 9 to £74.2m as outlined in the report. This is subject to the actual outturn, closure of the accounts and the pending balance sheet review. A final 2023-24 Finance Position Statement will be provided in July based on outturn data at the 31st March 2024.

The report outlines the unprecedented overspend, and the ongoing action being undertaken to address the current challenges and further urgent action that will be required to secure a sustainable financial position. The Council has now effectively run out of reserves, and consequently it applied for, and has now had approved, Exceptional Financial Support from Government of £80m for 2023-24 and £140m for 2024-25.

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A continuous cycle of identifying new savings and other measures to reducing the gap will need to be embedded in 2024-25.

Equality & Diversity:

Services delivered and commissioned through Council resources play a significant part in addressing inequality, improving well-being, and widening access to opportunities. The COVID pandemic and cost of living crisis have had a disproportionate impact on the district, amplifying existing inequalities and threatening to generate new ones. The Council's response has sought to mitigate the disproportionate impact on our most disadvantaged and vulnerable groups of people wherever possible, and resources continue to be deployed in support of that objective.

Steven Mair
Director of Finance

Portfolio:
Leader of the Council and Corporate

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Overview & Scrutiny Area:
Corporate

INTRODUCTION

1.0 This report is the fourth monitoring report presented to Members on the Council's 2023-24 financial position. It provides the forecast revenue and capital financial position of the Council at the 31st of March 2024 based on information available on the 29th February 2024. A final 2023-24 Finance Position Statement will be provided in July 2024 based on outturn data at the 31st March 2024.

This report covers:

- The forecast outturn of the Council's revenue budget in 2023-24
- The forecast delivery of budgeted savings in 2023-24
- An update on the Bradford Children & Families Trust
- A statement on the Housing Revenue Account
- A statement on the Council's reserves
- An update on the Council Tax and Business Rates collection funds
- An update on the Capital Investment Plan.
- Benchmarked spend and income comparators.

1.1 A growing number of Councils across the country are reporting severe financial pressures. Bradford also faces financial challenges on an unprecedented scale and the Council, including the Bradford Children and Families Trust (BCFT), is forecast to overspend its £453m net revenue budget for 2023-24 by £74.2m at March 31st 2024 based on forecasts calculated at the end of February 2024.

Council Forecast Outturn of the revenue budget in 2023-24

	Gross Budget £ms	Net Budget £ms	Total Variance £ms
Adult Social Care	237.2	141.4	11.4
Children's Services excl BCFT* variance	387.1	29.6	6.6
Department of Place	158.0	78.4	0.9
Corporate Resources	216.3	58.7	4.9
Chief Executive including Public Health	62.3	6.7	-0.6
Non-Service Budgets	6.9	6.1	-0.3
General Fund	57.2	-46.6	6.6
Net Budget Funding	-48.5	-453.2	0
Total Council	1,076.5	0	29.6
BCFT*	187.6	178.8	44.6
Total Council and Trust	1,264.1	0	74.2

*Bradford Children and Families Trust – See section 10 for details

1.2 It should also be noted that the Council 2023-24 budget is being supported by £48m of one-off reserves. The structural gap in 2023-24 is consequently c£120m.

1.3 The £74.2m variance is made up of £29.6m that relates to Council provided and commissioned services, and c£44.6m that relates to the costs associated with Bradford Children & Families Trust as detailed in section 10.

- 1.4 The main issues are
- An £11.9m overspend in Adult Social Care due to underdelivered savings and additional demands.
 - £6.6m of forecast overspends in the non BCFT part of Childrens Services, which is mainly driven by overspends in Home to School Transport, and Children’s Social Care related Transport and Legal Services.
 - £4.9m of overspends in Corporate Resources caused mainly by underdelivered savings and energy costs
 - £6.6m of overspends in the General Fund caused mainly by a higher than budgeted pay award and Treasury management costs with some other offsets.
- 1.5 The departmental commentaries in sections 4-8 provide additional detail on the above, and other smaller scale variances. The forecast Council overspend is a best estimate of the 2023-24 year-end position based on current trajectories, but there are a number of material items that could impact the final year end outturn variance as outline in section 3.
- 1.6 It should also be noted that the Council departmental overspends are inclusive of c£10.5m of underdelivered savings out of the £38m of budgeted savings, due mainly to underdelivered vacancy and abatement factor savings (c£5.3m), Adults demand management savings (£2.6m), and others as outlined in section 9.
- 1.7 BCFT is forecast to cost c£44.6m more than the Councils £178.8m net revenue budget for Children’s Social Care. Key pressures on the Trust’s finances include high levels of agency staff, and ongoing increases in expensive residential care placements which run counter to budgeted reductions as detailed in section 10 of this report. The £44.6m overspend is mainly due to
- A £5.6m forecast overspend on staffing budgets.
 - a £33.6m forecast overspend on Placement costs.
 - £5m on other items – staff transport £0.2m, direct / home support payments £2m, Section 17.6 (unregulated placement costs) £2.8m, offset by additional income of £1.4m.
 - £1.8m of additional inflationary costs associated with Foster Care fees and the 2023-24 pay award being higher than was assumed in the original contract sum.
- 1.7 BCFT is an independent company wholly owned by the Council and managed by respected leaders in the sector. It was established following a directive from the then Secretary of State Nadhim Zahawi and the Department for Education (DfE) following a period since 2018 where the Council had been supported by a government appointed advisor; a Commissioner and the DfE. The Trust is therefore a new company operating in a particularly challenging environment in which unprecedented market pressures for residential placements are leading to high costs across the sector.
- 1.8 BCFT has developed a Business Plan that will see it reduce costs over time, but significant immediate pressures remain. An in-year mitigations plan to seek to address the significant areas of pressure is outlined in section 10.40.

Material Changes since Quarter 3

2.1 The Council's forecast overspend has a net decrease of £1.2m from Quarter 3/ Period 9 to £74.2m as outlined in the table below.

Department £000s	Variance at last report	Variance	Variance from last Exec Report
	£000	£000	£000
Childrens Services (excl BCFT)	5,400	6,614	1,204
Adult Social Care	10,474	11,409	936
Non Services	-770	-280	490
Corporate Resources	4,613	4,884	270
General Fund	6,329	6,584	255
Chief Executive	-649	-560	89
Dept of Place	2,585	973	-1,612
Total Council	27,982	29,624	1,632
BCFT*	47,493	44,609	-2,874
Total Council and Trust	75,475	74,234	-1,242

2.2 The main changes since Qtr 3/ Period 9 include.

- The non-Trust related part of Children's Services forecast overspend has increased by £1.2m to £6.6m due primarily to increases within Home to School Transport caused by increased costs and demand across transport budgets, as outlined in section 5.
- The Adult Social Care forecast overspend has increased by £0.9m to £11.4m. This is primarily due to increased activity across both Older People and Learning Disabilities packages of care; the forecast includes payments to providers which have been backdated to earlier in the financial year. More detail is outlined in section 4.
- The Non Service forecast underspend has reduced by c£0.5m to £0.3m as the costs for pension contributions for former employees is not as low as previously anticipated. They will cost c£3.3m rather than the £3.0m previously anticipated. Costs continue to reduce annually as numbers of recipients reduce. Additionally, we have recently received notification that the expected dividend from YPO is expected to be c£0.2m less than previously expected.
- The General Fund forecast variance has increased by £0.3m to £6.6m due mainly to
 - +£1m increase in Treasury Management/ capital financing costs resulting from higher interest rates and higher overall borrowing.
 - +£0.9m resulting from lower forecast contributions from the Leeds City Region Business Rates pool.
 - £1.2m from additional National Levy Account Surplus

-£0.5m lower than forecast overspend associated with the 2023-24 pay award.

- The Department of Place forecast overspend has reduced by c£1.6m to £0.9m. This is mainly due to
 - A remaining £0.6m of CAZ substitution which was shown as mitigation, is now included in the forecast as undelivered.
 - Recognition of Museum's £0.5m rates rebate, within the outturn position
 - £0.3m improvement in the Markets due to the centralisation (to Corporate Services) of the utilities and Building Services forecasted pressure.
 - £1.4m of additional income in Waste Services resulting from an energy generation gain share from our Waste Disposal contract. This is likely to generate significant additional benefit over the upcoming financial years also.

- The BCFT related part of Children's Services has reduced by c£2.9m to £44.6m. The movements mainly relate to a reduction in the staffing forecast of £0.5m linked to a lower number of agency staff; an increase in placement income of £3.4m which is split across additional contributions from DSG £1.3m, education £0.7m, health £0.6m and the home office for Unaccompanied Asylum Seeker Children £0.8m. In addition, the direct payment and home care forecast has also reduced by £0.6m. These are partly offset by other inflationary Social Care related costs that add to the contract price that were not budgeted.

Material issues not currently factored into the forecast.

- 2.3 The c£74.2m forecast variance does not include the following which could impact on the variance by year end.
- 2.4 The Trust are seeing reductions in Looked After Children numbers, and this could improve the forecast before year end.
- 2.5 There are costs that are planned to be covered by the flexible use of capital receipts where the Council can use capital receipts gained from the disposal of assets to cover qualifying revenue costs. Following recent asset disposals, the Council is now likely to exceed the £3m that was previously forecast. The implications are currently being assessed.
- 2.6 The Council has been incurring costs associated with weak concrete (RAAC) in schools. It is currently hoped that these costs will be reimbursed by Government, but this is not yet assured.
- 2.7 There is likely to be some Public Health grant that can be utilised on qualifying expenditure not currently factored into forecasts. This will benefit the overall position at year end.
- 2.8 Some planned capital expenditure may have to be funded from revenue on the grounds that it is not capitalizable – the extent of this is currently being assessed.

Reserves

- 3.1 As outlined in section 12, The Council has previously used its reserves to help cover the acute financial pressures associated with inflation and Children's Social Care, and remaining available reserve levels will not be sufficient to cover the forecast year-end overspend in 2023-24, and consequently the Council has requested and had approved Exceptional Financial Support from Government.

Exceptional Financial Support request.

- 3.2 In recognition of the scale of its financial challenges including the depletion of reserves, the Council has been in dialogue with the Department for Levelling Up Housing and Communities (DLUHC) and the Department for Education (DfE) for some time to explore potential solutions including access to additional sources of funding which would help to secure a sustainable financial position. The Council and Trust have requested additional grant support from the DfE to support the Trust, and the Council also submitted a request for Exceptional Financial Support to DHLUC for 2023-24 and 2024 -25 initially as outlined in the Budget Update – Exceptional Financial Support request report.
- 3.3 In principle approval of £80m in 2023-24, and £140m in 2024-25 was received from Government on the 29th February, and this has enabled the S151 Officer to not issue a Section 114 notice at this time.
- 3.4 As outlined in the S151 report on the robustness of the 2024-25 budget, though an S114 notice has not been issued at this time, if the Council deviates from the plan, or it is not delivered, a S114 report would be issued.
- 3.5 It should also be noted that a capitalisation directive is only an interim solution. To achieve a financially sustainable position, the Council and the Trust will need to deliver a combination of;
- significantly higher level of savings than is currently proposed,
 - additional income,
 - further asset disposals and
 - further capital expenditure reductions.
- 3.6 A continuous cycle of identifying new savings and other measures to reducing the gap will need to be embedded in 2024-25.

Departmental Commentaries

Adult Social Care

- 4.1 Adult Social Care are forecast to overspend the £141.4m net expenditure budget by £11.4m.
- 4.2 The forecast overspend is mainly derived from continued demand and cost pressures within Learning Disabilities long term support, particularly from young people transitioning from the Children's Trust with high care and support needs.

- 4.3 The department had unachieved LD demand management savings carried forward from previous years of £11.989m. In recognition that the savings are behind schedule, an additional £5m budget has been provided through the 2023-24 budget process to alleviate some of the pressure, leaving an outstanding target of £6.9m for 2023-24. Work has commenced to reduce expenditure and additional budget has been re-directed to this area, therefore at this stage in the financial year it is forecast that £2.6m will be unachieved. The department is working hard to reduce this further through contract negotiations that do not affect the quality of life of people, with further full year effect expenditure reductions in 2024-25.
- 4.4 In September, Adult Social Care took part in a 3-day Peer Review which was undertaken by the Association of Directors of Adult Social Care (ADASS) and the feedback received was very positive about the service.

Older Peoples Services

- 4.5 Older Peoples Services are forecast to overspend the £55.9m net expenditure budget by £3.7m.
- 4.6 Older Peoples purchased care budgets are forecast to overspend the £25.6m net expenditure budget by £5.1m, reflecting increased demand across both Residential and Nursing and Home Support. Within this £5.1m pressure, Home Support budgets are forecast to be £0.8m overspent by the year end driven by increased activity; an additional c38,000 home care hours have been delivered in 2023/24, compared to the previous year.

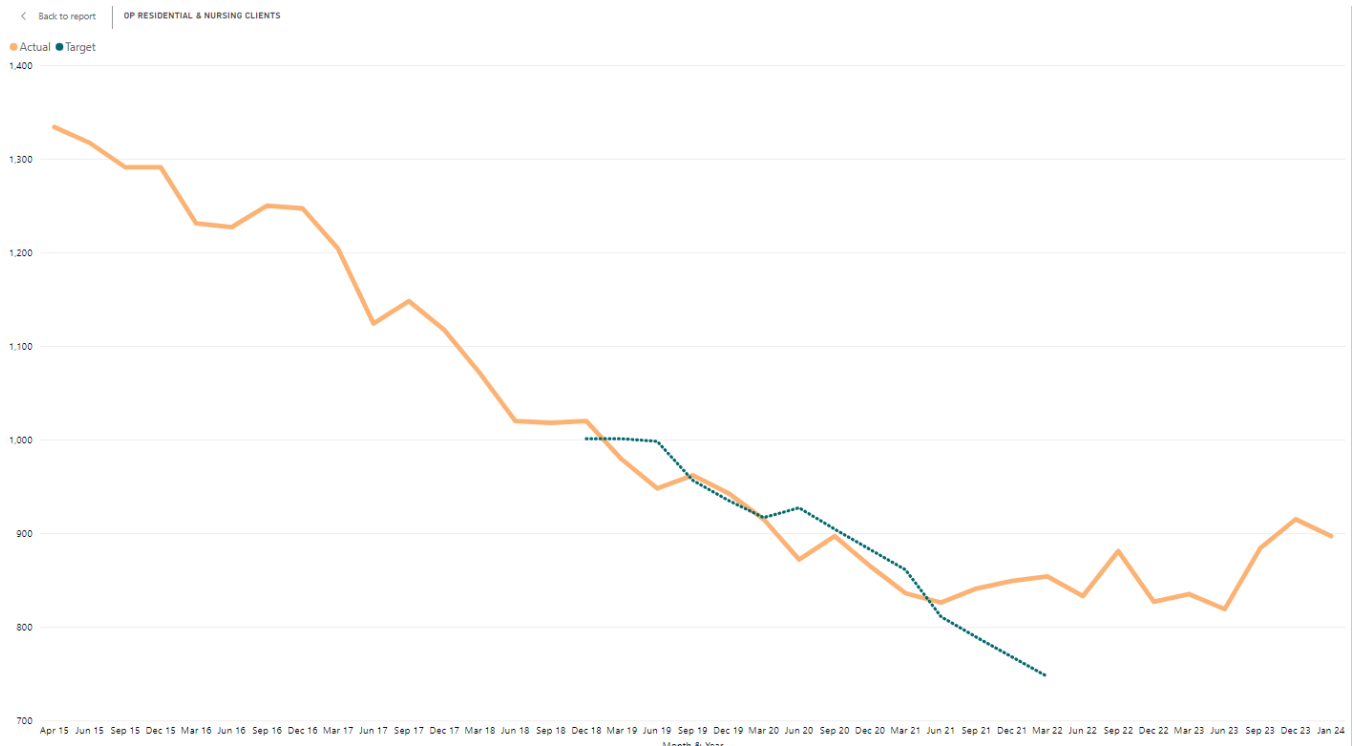
Level 5 Desc	Year Before Last	Last Year	This Year
OP Home Care - Purchased	838,909	690,044	816,630
OP ISF's (Home Support)	294,746	471,860	383,205
Total	1,133,655	1,161,903	1,199,835

- 4.7 Older People Residential and Nursing budgets are forecast to overspend the £12.9m net expenditure budget by £3.3m. The department has seen significant reductions in the use of costly residential and nursing placements, from 1,403 in 2016 to 892 as at February 2024. However, 2023/24 has seen an increase in placement activity resulting in the reported budget pressure, suggesting that there is now reduced scope for even further reductions. Within the £3.3m overspend is a c£0.5m pressure relating to Discharge to Assess Residential beds, purchased from the independent sector, to assist in timely discharge from hospital.

	31.02.22	31.02.23	31.02.24
Total Older People Residential and Nursing Clients	838	801	892

- 4.8 Although Adults Social Care are starting to see some growth in residential and nursing care client numbers, it should be noted that the service transformation away from residential and nursing care and towards community services has been very successful. Back in April 2015 for example there was 1,334 clients in

these types of care settings.



4.9 Non-Residential income is forecast to result in a £0.5m pressure, due to a higher number of credit notes processed than expected.

4.11 The above forecast financial pressures are being supported by a £1.7m underspend as a result of the closure of Woodward Court and Thompson Court Residential Home. This underspend is partially non-recurrent as a proportion (c£1.1m) will be required to fund the revenue costs of the recently approved Saltaire Residential Scheme.

Mitigation Actions to reduce the overspend.

- 4.12 Older Peoples Services will pursue the following actions to reduce the forecast overspend.
- Additional capacity in the BEST service will result in increased outcomes for people, which should reduce the long-term costs on home support.
 - Increase reviewing capacity across the service.
 - Seek additional income from health towards the Councils in-house residential homes. £1.45m has been agreed for 2023/24.

Adults with Disabilities

4.13 Adults with Disabilities is forecast to overspend the £75.3m net expenditure budget by £11.6m. The overspend is primarily within Learning Disabilities purchased care, which is forecast to overspend the £56.7m net expenditure budget by £11m. The service has a recurrent pressure on long term care budgets but is also experiencing additional pressure as a result of people transitioning from the Children's Trust with complex needs and high-cost

packages. The service also has a £2.6m pressure as a result of previous years unachieved demand management savings.

- 4.14 The service also has a £1.4m forecast pressure on staffing budgets, some of which has been funded by reserves in previous years. £0.5m of the overspend relates to the new Emergency Duty Team service; previously EDT was managed by Children's Services and following the creation of the Children's Trust a new service has been established for Adult Services, without the associated funding.
- 4.15 The above pressures are partially offset by a £0.8m underspend within Mental Health purchased care budgets as a result of reduced activity across both Residential and Nursing and community care services.

Mitigations to reduce the forecast variance.

- 4.16 Adults with Disabilities will pursue the following actions to reduce the forecast overspend.
- Work is underway on transforming the remaining Residential and Nursing block contracts and re-commissioning the Respite residential contract.
 - As the new EDT service is established, the service is looking at potential options to reduce expenditure going forward.
 - Reviewing Transport arrangements to ensure all expenditure is appropriately recharged for health funded clients.

People Commissioning and Integration

- 4.17 People Commissioning and Integration is forecast to underspend the £13.6m budget by £0.6m, a favourable movement of £0.3m from Q3. The forecast underspend is primarily on staffing, due to holding vacancies and utilising grants and reduced forecast expenditure within commissioned services.

The service has a £0.2m pressure as a result of the new People, Commissioning and Contracting function established to support Children's Services, including the Children's Trust. Although initially a cost pressure, this investment in staffing will enable future efficiencies and savings to be delivered. This pressure is currently being offset by non-recurrent staffing underspends elsewhere with the service.

Strategic Director

- 4.18 The Strategic Director budget area overall is reflecting a £3.1m underspend, which is partially offsetting the reported pressures across the department. This £3.1m contribution is a result of an additional £1.45m income contribution from the ICB towards the cost of Intermediate Care services provided by the Council, £3.493m of Market Sustainability and Improvement Fund, (as per the grant conditions this has been used to increase fees to providers and to support reduced waiting times by contributing to additional unbudgeted demand and staffing pressures) and a further £0.3m of forecast underspends, linked to maximising grant income.

- 4.19 Within this area is a £2.2m non-recurrent pressure due to the departments backdated pay-award costs as a result of the JEGS process. It was initially planned that this would be funded from reserves, however the reserve has now been fully utilised and therefore the additional costs in 2023-24 have been factored into the revenue position for ASC.
- 4.20 The department has been allocated £2.2m of the vacancy review and abatement factor saving and it is forecast that this will be achieved full.

Children's Services – excluding the Trust.

- 5.1 Children's Services, are forecast to overspend the £29.7m net expenditure budget by £6.6m. This position does not include the overspend associated with the Bradford Children's & Families Trust which is outlined in section 10, but does include £2.5m of pressures due to Children's Social Care budgets (Transport and Legal) transferring back from the Children's Trust.
- 5.2 £4.3m of the overspend is due to Taxi Transport where numbers of children transported are increasing. There has also been a rise in exclusions being transported to Out of Area provisions which is more expensive. The Q4 position includes a £1m pressure on Transport due to the Children's Social Care Transport budget transferring back from the Trust.
- 5.3 The Q4 position includes £0.5m of 2022-23 legal costs which were not accrued and a further £1.5m legal costs, following the Social Care Legal budgets transferring back from the Children's Trust.
- 5.4 The Q4 forecast assumes that the £0.9m vacancy and abatement factor will be unachieved.

Mitigating Actions

- 5.5 The Home to School transport service is continually reviewing transport arrangements to reduce the need to use single use taxis where this is possible and appropriate.
- 5.6 Children's Services are also seeking to increase income generation to help mitigated demand led variances.

Department of Place

- 6.1 The Department of Place is forecast to overspend its £78.4m net expenditure budget by £0.9m.

Strategic Director

- 6.2 The service is currently showing an overspend position of £2.9m due to the vacancy abatement factor of £3.5m. For the purposes of presentation, the departments activity to offset its overall staffing costs is reflected via the individual service areas. £0.6m of CAZ substitution has been included within forecast. These have been offset by a one-off drawdown from reserves of £1.2m.

Neighbourhood and Community Services

- 6.3 The Service is forecast to underspend the £5.2m net expenditure budget by £0.1m. Underspends in the AD area, Neighbourhood Service and Environmental services, totalling £0.2m are offset by pressures within Uniformed Services (£0.1m). The Service also continues to manage costs, taking prudent financial decisions to make a positive contribution towards those areas that are currently overspending elsewhere.

Economy & Development Services

- 6.4 Economy & Development Services is forecast to breakeven the £7.4m net expenditure budget. The main pressure still comes from the Markets Service who are forecasting an underachievement of £0.6m income due in part to being unable to fill vacant spaces as current occupants leave, to note that in CP10 this dropped by £0.3m through the centralisation of the utilities and buildings services forecasted spend. There is a continuing pressure from Housing Development (for-runner to the HRA), due to rental repayments due back to tenants to be repaid at £0.3m.
- 6.5 The overall pressures in Economy and Development are being offset by favourable positions in Regen, Client Services, Economic Development, Housing Operations and Housing Strategy.

Planning, Transportation & Highways

- 6.6 Planning Transportation & Highways are forecasting a £0.5m pressure against a net budget of £19.9m. The £0.5m pressure in the main is due to an under recovery in Planning Fees, Land Charges income, Street Lighting Energy and Building Control Fees.
- 6.7 Transportation & Highways are forecasted to overspend it's £16.2m net budget by £0.5m, which is mainly due to a pressure of £0.5m in Street Lighting Energy. Favourable movements in energy costs are expected towards the year end as the street lighting inventory is updated as part of the Smart Street Lighting Project. Delays in the billing process from N Power are preventing a more accurate forecast until revised invoices and credit notes are issued.
- 6.8 Planning & Transport Strategy is forecasted to underspend its £2.4m net budget by £0.3m. Increase in budget for planned capitalisation.
- 6.9 Development Services are forecasted to overspend the £1.0m net budget by £0.4m. This is due to the under recovery of Planning Fees as a result in a decreasing number of planning applications and low numbers of major applications. This is following the trend nationally where applications are down 13% from the previous year. There is also a pressure in Land Charges income of £0.2m. This is partially offset by staffing vacancies within the Service.

Sport & Culture

- 6.10 Sports & Culture are forecasting a £1.2m pressure against a net budget of £6.4m. This is mainly due to the following:-
- 6.11 A £0.6m forecast overspend in Sports Facilities is mainly driven by a £1.2m pressure on casuals and a £0.2m pressure on rates, which is currently being offset by a £0.5m forecast overachievement of income and a £0.3m favourable position against permanent staff.
- 6.12 Within Bereavement Services there is a £0.3m pressure in Woodlands, due to the increase in the level of statutory work needing to be undertaken for Ash Dieback.
- 6.13 Undelivered savings of £1.0m is included in the forecast, in the following Services, whilst plans are developed to either achieve or mitigate the required saving.
- £0.5m – Museum’s deferred 2020/21 savings
This is currently mitigated by a one-off benefit that has arisen due to the back dated rates rebate received in respect of the revised rateable values of the premises occupied by the Museum’s Service.
 - £0.4m - Library’s deferred 2020/21 savings
 - £0.1m – Sports Facilities Casual Staff savings

Clean Air Plan

- 6.14 The Clean Air Programme is forecasting a balanced budget at year end, against its net budget of £(0.1m). All service costs for 2023-24 (c£3.8m) will be covered through a combination of funds held in a ring-fenced reserve and Clean Air Zone proceeds. Clean air zone funds can only be used on qualifying areas of expenditure in line with the Clean Air Zone charging scheme order.

Waste, Fleet & Transport

- 6.2 The Waste, Fleet & Transport service is forecasting to underspend the £43.8m net budget by £3.6m, Underspends across the Waste, Fleet and Transport Service totalling £4.0m are offset by pressures within Licensing and Street Cleansing and Parks of £0.4m.
- 6.3 Waste Services are forecasting to underspend the £33.1m net budget by £3.6m, this in the main is comprised of a £2.8m underspend in Waste Disposal which includes a £1.4m benefit resulting from a power generation energy price gain share, a £0.5m underspend in Trade Waste, a £0.5m underspend in Kerbside Waste & recycling, and a £0.3m underspend in Garden Waste collection. There are pressures of £0.4m within Admin & Depots, and £0.1m in household waste sites.
- 6.4 Environmental Health transitioned into Department of Place on the 23rd of July 2023. The service are forecast to underspend the net £1.1m budget by £0.3m due mainly to an underspend on staffing.

- 6.5 Fleet Services are forecasting to overachieve the £0.1m net income budget by £0.1m which is mainly due to a more realistic income alignment. There is currently a transformation programme in place looking at fleet efficiencies that include reducing grey fleet, centralising budgets, reducing the use and costs of hire vehicles and value for money vehicle replacement plans.

Corporate Resources

- 7.1 Corporate Resources are forecast to overspend the £59m net budget by £4.9m, up slightly from £4.6m at Qtr 3. The main pressures remain as previously identified, namely mainly relating to vacancy abatement and the reduced scope to make savings in non-employee costs to offset both the pressure on resulting from a reduction in Estates rent roll income, now expected to be £0.85m and in District Elections costs, £0.3m. This overspend contains the impact of ongoing extraordinary inflationary impacts relating to utilities costs for Council buildings.
- 7.2 The forecast for employee's expenditure allows for £1.8m having been achieved via actions taken in respect of vacancy control and abatement, leaving a remaining shortfall of £1.45m against the original savings figure of £3.26m. This has been further reviewed and updated and allows for the impact of the pay award and the corresponding budget updates.
- 7.3 It also assumes that within Revenues & Benefits the impact of re-grading can be managed within existing budget. At present this includes both further actual one-off backdated payments made in cp11 and a forecast for further outstanding sums to a combine value of £350k. In total the value of potential further mitigating savings to achieve this forecast position has been reduced to zero, assuming that there is no further scope to achieve more in the remainder of the financial year. Additionally forecast annual agency costs have risen by £1m since Qtr 2 due to the need maintain/increase numbers up to financial year end due to the difficulties in recruiting to key positions.
- 7.4 In respect of utilities, the forecast overspend remains at £1.8m. Additional peak price costs during 2023-24 were initially anticipated to be funded from a dedicated reserve. However, this is currently shown directly as an in-year service overspend. This assumes the drop in usage levels achieved over spring/summer is maintained over autumn/winter.
- 7.5 The cost of utilities in 23-24 is after the end of the price cap. The expectation is that by 2024-25 prices and costs will return to a level below the base 23-24 budget, after allowing for normal inflationary pressures. Current estimates are based on forecast prices from April 23 now the price cap has been replaced with a discount scheme and YPO reported levels for pre-purchased gas & electric. However, this is still a best estimate as the eventual cost will depend on several factors, including the relative increase in standing charges compared to unit rates, the purchase prices to be paid by Yorkshire Purchasing Organisation (YPO) for later tranches, and usage levels, especially over the winter period.

- 7.6 Additionally, the impact of high food price inflation is still affecting the school catering service in year. This has been, and will be, partially mitigated by changes to menus, and a re-pricing on contracts for the academic year 2023-24. Overall, there is expected to be a cost pressure on catering services of £0.6m, reduced by £0.3m by other mitigating one off savings.
- 7.7 Excluding the extraordinary inflationary impacts and the vacancy abatement budgeted for saving, the Department would be forecasting a broadly balanced position. Underspends in Revenues & Benefits, HR and ICT are expected to offset overspends within Estates (rental income), Catering (Traded) and Democratic services (Elections costs). ICT forecast is allowing for pressures (increased staffing levels, data & licensing costs) being managed down via a combination of offsetting savings and a reduction in agency. It should be noted that the Revenues & Benefits forecast position allows for a pressure from an increase in unsubsidised Housing Benefit and assumes that revised court costs fees put in place for 2023-24 bring income levels back in line with budget.
- 7.8 These forecasts also include the net impacts of pre-existing and ongoing pressures, including on trading with schools such as ICT (£0.4m), rental income within Estates (£0.8m) and City Centre Catering (£0.1m). ICT Education trading service and City Centre Catering have been subject to review. Estates rent roll is likely to remain a substantial pressure, due to economic conditions, both for 2023-24 and beyond. ISG forecast for 2023-24 is for a small surplus, compared to budget, from a previously forecast overspend, as sales levels have risen year on year. However, it should be noted that costs have also risen significantly due to inflationary pressures, and it is not always been possible to immediately recoup these by re-pricing existing contracts.

General Fund & Non-Service

- 8.1 The General Fund and Non-Service budget areas that provides budgets for the West Yorkshire Combined Authority, Capital Financing, and contingencies amongst others is forecast to overspend by £6.3m. This results mainly from the following.
- 8.2 A c£5.5m overspend on the 2023-24 pay award (c6.3% vs 4% budgeted). The accepted employer offer was £1,925 for all staff below a PO6 paygrade, and 3.5% for all staff above.
- 8.3 A £0.5m under delivery of a budget savings plan associated with prepaying employee pension contributions to the West Yorkshire Pension Fund, as the Council doesn't have available cashflow to enable this without additional borrowing which would negate the benefit.
- 8.4 A £0.2m underachievement of the dividend budget associated with YPO following recent notification.
- 8.4 A c£3.5m forecast overspend on Treasury Management costs. The Council is having to borrow more than previously, and this comes at a time of higher interest rates.

8.5 A £0.9m reduction in forecast contributions from the LCR Business Rates pool. c£800k of this is due to a lower share of the previously estimated levy contribution for 2022-23, with the remaining c£100k resulting from a lower estimates pool distribution from 2023-24. Notification of this has only recently been received following pool members completion of Business Rates related returns.

These are partly offset by.

£1.2m from Bradfords share of the redistribution of the National Levy Account Surplus for 2023-24 following notification via the Local Government financial settlement in February 2024.

£1m from planning to use additional capitalisation/ capital flexibilities.

£1.0m Corporate Contingency

£0.5m from a lower than budgeted cost of pensions associated with former employees due to lower numbers. No former employees’ pension entitlements are affected. This is however c£0.3m lower than previously forecast following recent notification from WYPF.

Budget Savings Tracker

- 9.1 The combined budget savings of £30m in 2023-24 brings the total savings the Council has had to approve following the 2010 Comprehensive Spending Review (CSR) to c£350m.
- 9.2 The 2023-24 budget includes £30m of new budget reductions, however £8.0m of prior year underachieved savings have carried forward into 2023-24, meaning that £38m of savings are budgeted to be delivered in 2023-34. This excludes £6m that relates to BCFT and is included within the Trusts forecasts.
- 9.3 In tracking progress made against each individual saving proposal, £27.5m of the £38m of Council savings is forecast to be delivered, leaving £10.5m that is forecast not to be delivered.

	Prior year underachieved Savings outstanding at 31/3/23	2023/24 New Savings	Total Savings 2023/24	Forecast Variance 2023/24 at Period 10
Adult Social Care & Public H	7.0	1.3	8.2	2.6
Children’s Services exc BCFT Place	0.0	0.5	0.5	0.0
Corporate Resources	1.0	5.7	6.7	2.0
General Fund	0.0	0.7	0.7	0.0
Cross Cutting	0.0	11.8	11.8	0.5
Total	0.0	10.0	10.0	5.3
	8.0	30.0	38.0	10.5

9.4 The savings that have to be delivered this year are significantly higher than prior years. Many of the savings are expected to be delivered in full however there are still risks associated with some, and currently £10.5m is not expected to be delivered as planned.

	Underachieved Savings in year £ms
2013/14	4.4
2014/15	2.3
2015/16	4.9
2016/17	7.9
2017/18	22.6
2018/19	13.4
2019/20	7.9
2020/21	6.5
2021/22	10.9
2022/23	13.3
2023/24 Forecast	10.5

- 9.5 The main forecast underachieved savings are £2.6m of underachieved Learning Disability Demand Management savings in Adult Social Care. There has however been good progress, and the department are confident that further improvements will be delivered in future periods.
- 9.6 The £2.0m forecast underachievement in the Department of Place is mainly due to delayed implementation of savings plans which has resulted in a part year effect for 2023-24. The £3m saving associated with the Clean Air Zone is forecast to be underachieved by £0.6m due to difficulties identifying qualifying expenditure in Council services. Museums and Libraries savings of £0.9m are also forecast to be underachieved and work continues to consider opportunities to diversify funding sources. There is a delay in savings for several services which are not expected to fully deliver until 2024-25, these include Fleet Services £0.2m, Car Parking £0.2m and PTH improvement Plan £0.1m
- 9.7 The £0.5m forecast underachievement in the General Fund is due to the underachievement of a plan to save £0.5m by prepaying employer pension contributions to the West Yorkshire Pension Fund as the Council doesn't have the necessary cash balances to do this without further borrowing. To do so would result in additional costs of borrowing and would largely negate the financial benefit.
- 9.8 The £5.3m forecast underachievement in Cross Cutting is linked to the forecast under delivery of the £10m Vacancy & Abatement Factor saving. Significant effort has been put into place to cleanse structures of vacant posts, and an effective vacancy freeze has been put in place for non-statutory/ essential posts. Agency staff, Overtime and other staffing related costs are also being reviewed and reduced, and this could have some further impact between now and year end. The table below tracks Council FTE numbers and Agency staff numbers across the year. So far there has been a net increase in Full Time Equivalent posts and a reduction in Agency staff.

	1 May	1 June	1 July	1 Aug	1 Sept	1 Oct	1 Nov	1 Dec	1 Jan 24	1 Feb 24	1 Mar 24
Total FTEs	5,730	5,750	5,784	5,796	5,807	5,849	5,876	5,871	5,858	5,857	5,853
Total Headcount (HC)	7,274	7,301	7,337	7,345	7,340	7,385	7,411	7,402	7,381	7,379	7,361
Agency Staff numbers.	304	277	305	304	217	227	304	208	230	255	196

	1 May	1 June	1 July	1 Aug	1 Sept	1 Oct	1 Nov	1 Dec	1 Jan 24	1 Feb 24	1 Mar 24
Total FTEs	5,730	5,750	5,784	5,796	5,807	5,849	5,876	5,871	5,858	5,857	5,853
ASC	1,307	1,315	1,317	1,195	1,219	1,235	1,243	1,241	1,239	1,235	1,231
Children's	824	829	841	744	749	761	773	776	774	777	782
Dept of Place	1,861	1,865	1,883	1,826	1,820	1,831	1,836	1,827	1,827	1,825	1,826
Corp Resource	1,481	1,484	1,486	1,578	1,564	1,559	1,558	1,560	1,551	1,544	1,535
CXO	257	257	258	453	455	462	466	466	468	476	479
Total FTEs	5,730	5,750	5,784	5,796	5,807	5,849	5,876	5,871	5,858	5,857	5,853

Bradford Children's & Families Trust

- 10.1 In line with Councils across the country, Bradford, over the last few years has seen increasing workload pressures in Children's Social Care, with more children entering care leading to subsequent pressure on staffing levels and budgets. There has been an increasing dependency on agency staffing and an increased dependency on high-cost external placements. These factors, alongside dysfunctional market conditions for residential care and the need to drive improvements locally have led to increasing pressure on the Children's Social Care budget and required new investment to be made to keep pace.
- 10.2 Since 1st April 2023 Children's Social Care provision has been provided by the Bradford Children's and Families Trust following a directive from the then Secretary of State Nadhim Zahawi and the Department for Education (DfE) that this would be the most appropriate vehicle to drive improvement. The Council has made significant additional investment to secure those improvements both prior to, and in preparation for the formation of the Trust.
- 10.3 Overall, the gross expenditure (the total amount spent before deducting income from non-Council sources) for Children's Social Care provision in Bradford increased by over £100m per year between 2018-19 and 2022-23, and it is forecast by the Trust to increase by a further £67m to £253.9m in 2023-24. For comparison, the total amount raised from Council Tax is £233m.

	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24 per BCFT forecast
	Actuals £ms	Actuals £ms	Actuals £ms	Actuals £ms	Actuals £ms	
Gross Expenditure	83.9	99.5	114.7	139.5	186.8	253.9*
Income	-7.6	-12.5	-28.4	-31.5	-14.0	-30.6
Total	76.3	87.0	86.3	108.0	172.7	223.3
Non-Service Managed costs	3.7	5.3	6.0	11.6	8.6	
Total incl Non-Managed costs	80.0	92.3	92.3	119.6	181.3	

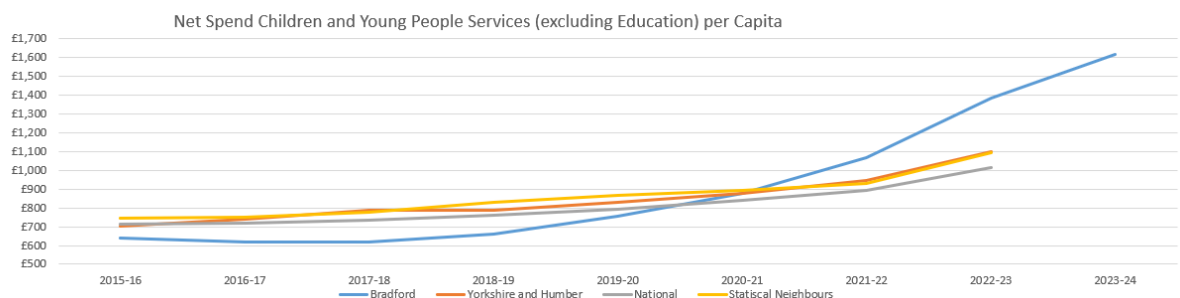
*Includes £10.8m funded by one off DfE grant. Excludes SLAs.

- 10.4 The considerable continued increase in expenditure has resulted in benchmark spend per head of children population going from low to very high over recent years and is now higher than other similar benchmark Councils.

Net Spend on Children and Young People Service per Capita

As a result of high Agency staff costs, and the growth in Child Looked After placements (particularly Residential Care placements), net spend on Children and Young People per capita, has grown significantly in recent years.

Local Authorities	16-17	17-18	18-19	19-20	20-21	21-22	22-23	% Growth 16-17 to 22-23	Estimated 23-24
Bradford	£619	£621	£659	£756	£877	£1,067	£1,386	117.60%	£1,614
Yorkshire and Humber	£742	£753	£785	£832	£875	£946	£1,101	56.20%	
National	£718	£735	£762	£794	£834	£895	£1,013	41.70%	
Statistical Neighbours	£752	£776	£829	£867	£887	£928	£1,091	46.50%	



- 10.5 Indicatively, based on the c142,000 children in the district, if Bradford's net spend on Children and Young people per child in 2022-23 (£1,386) were at the same level as Statistical Neighbours in 2022-23 (£1,091), the Council would have spent c£42m less per year in 2022-23. As estimated spend per child has since increased by a further £228 per child population in 2023-24 to £1,614, it is now very likely that in 2023-24 the spending gap against Statistical Neighbour averages will have increased significantly beyond the £42m in 2022-23.
- 10.6 With the active engagement of the DfE, and agreement between the Council and the Trust Board, an initial contract price for Childrens Social Care services of £170.3m was agreed for 2023-24, and the DfE also provided £10.8m of one-off

grant to help the Trust pay for the additional running costs of becoming a company and increasing improvement capacity, giving a net total of £181m. This has since been increased to £185.4m for specific items including inflation and costs of staff TUPE’s from the Council, which were not included in the original contract price termed ‘true up’ items.

10.7 Against the original £185.4m budget the Trust is now forecasting an overspend of £42.8m. It should however be noted that there are other related costs that take the Council overspend on Children’s Social Care to c£47.7m in 2023-24.

Description	£m
BCFT Overspend Excluding Change Notice	42.8
Add Children Social Care Transport Overspend	1.0
Add Children Social Care Legal Overspend	2.1
Add Pay Award & Contract Inflation True Ups	1.8
Total Council Children Social Care related variance	47.7

10.8 The £42.8m BCFT variance against the original budget is mainly due to agency staffing levels, and residential care placements, with specific details outlined below.

- £5.7m forecast overspend on staffing budgets due to agency workers.
- £33.5m forecast overspend on placement costs, mainly linked to external residential placements.
- £5.0m on other items – staff transport £0.2m, direct / home support payments (£2.0m) Section 17 (unregulated placement cost) (£2.8m).
- Less £1.4m overachievement of income,

Detailed analysis is outlined in the sections below.

Staffing

10.9 A £5.7m variance on the staffing budget is due largely to the complexity of agency arrangements from 2022-23 to manage higher workloads, staffing pressures and the need to keep children safe. The continued use of agency staff since the Trust went live due to a shortage of permanent staff and the need to transition to new staffing arrangements, which to some extent reflects national challenges around recruitment.

10.10 The amounts incurred on Agency staff have increased significantly over recent years (£4.3m in 2018-19, £11.7m in 2019-20, £17.4m in 2020-21, £20.1m in 2021-22 and £28.5m in 2022-23) and are currently forecast at c£33m for 2023-24. This relates not just to the actual numbers of staff but the use of agency Managed Teams which are significantly more expensive but were brought into Bradford prior to the Trust going live due to the urgency of need for sufficient staffing.

10.11 The movement in agency social workers is shown over the page. When the contract model was being developed in December 2022, a number of actions were planned to reduce the number of agency Social Workers including the recruitment of International Social Workers and trainee social workers (AYSEs), and hence the number of agency Social Workers was planned to reduce to 201 by contract start date, with further reductions as additional International Social Workers and AYSEs were recruited and took on increasing caseloads. However, the modelling was in the Trust’s view was over-optimistic as to how quickly this could be achieved, especially in light of the complexity of removing managed teams which requires preparation for a group of staff to leave together, with backfill in place to avoid unallocated cases. As it involves a transition from staff with experience of those specific cases and therefore, temporarily, higher levels of support are required to effect handover.

10.12 The table below shows however that at contract start date (1st April 2023) there were 43 more Level 2 and 3 agency Social Workers than had been assumed in the contract model, and that agency staff numbers have continued to see a small rise, rather than fall as planned. The small rises in October and December were to enable the exit of managed teams where duplication of staffing was needed for a short time. Ten managed have now left Bradford, one team is due to leave at the end of March with plans for remaining two to leave by end of April. Many of those roles have been replaced by individual agency staff as the Trust continues to work on more rapid recruitment of permanent staff. The cost of the agency staff will reduce but no saving is visible in year due to the necessity of the double running for around four weeks.

Month	Apr 20	Apr 21	Mar 22	Sep 22	Dec 22	Mar 23	Jun e 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	BP* Mar 24
Number of Agency L2/L3 Social Workers	129	170	164	204	233	244	250	253	246	253	239	212	235
Contract Model						201	146	139	143	143	143	146	146
Difference						43	104	114	103	110	96	66	90

*Revised Business Plan assumptions

10.13 The contract value also included amounts for other agency staff as outlined below. In short there were a total of 68.5 extra agency staff at contract commencement than had been included in the contract model. Planned reductions were also included in the contract model, and they have not come to pass to the planned extent and as explained above there is some (temporary) increase related to the swapping out of managed teams.

Agency Staff

Role	Contract Model					Actuals 31.03.23	Actuals (Q1) 30.06.23	Actuals (Q2) 31.08.23	Actuals (Q3) 31.12.23	Actuals M10 31.01.24	Actuals M11 29.02.24
	31.03.23	30.06.23	30.09.23	31.12.23	31.03.24						
Service Managers/Other Manager roles	13	9	6	3	1	14	16	14	13	11	9
Team Managers	27	20	17	13	10	38	40	42	42	44	38
Child Protection Co-ordinator/IRO	3	0	0	0	0	3	2	2	3	3	3
Practice Supervisor	14	11	8	5	1	17.5	19	17	19	20	21
L2/L3 Social Worker	201	146	139	143	146	244	250	256	253	239	212
Other Roles (Court Consultant etc)	5	3	2	1	1	5	6	7	6	6	5
Subtotal Agency Social Work Roles	263	188	172	165	159	321.5	333	338	336	323	288
Assistant Director	1	1	0	0	0	1	1	0	0	0	0
Head of Service	1	1	1	0	0	0	1	2	2	1	1
Support Workers/CRW/PA	25	18	15	12	10	35	30	28	28	18	13
Residential Practitioner	5	5	0	0	0	9	2	3	2	1	1
BSO/Minutetaker	10	5	0	0	0	7	9	6	10	5	2
Subtotal Other Agency Children Social Care Roles	42	30	16	12	10	52	43	39	42	25	17
Subtotal Children Social Care Agency Staff	305	218	188	177	169	373.5	376	377	378	348	305

10.14 The table below demonstrates that although significant effort was being made to recruit new Social Workers, the numbers of leavers exceeded the numbers of new starters both in 2021-22 and 2022-23. As a result of a recruitment drive to appoint Assessed and Supported Year in Employment (ASYE) newly qualified Social Workers and International Social Workers prior to the Trust formation, a number of these have now been appointed, and overall, there has been more new Social Worker starters than leavers since the formation of the Trust.

Social Worker Starters and Leavers											
Description	2021/22 Total	Apr - Jun 22	Jul - Sept 22	Oct - Dec 22	Jan - Mar 23	2022/2023 Total	Apr - Jun 23	Jul - Sept 23	Oct - Dec 23	Jan - Mar 24	23/24 Total
Starter	43	12	20	3	24	59	28	10	10	11	59
Leaver	64	15	22	19	13	69	12	22	6	2	42
Net	-21	-3	-2	-16	11	-10	16	-12	4	9	17

10.15 The table below shows that although there had been some progress in increasing the numbers of permanent Social Workers up to September 2021 the numbers then reduced to December 2022, and have since increased following a number of new appointments, and this is planned to continue in the coming months. A revised recruitment plan is now being embedded in the Trust and the impact will be closely monitored. Recruitment of new senior staff on a permanent basis, together with further work on what makes Bradford a great place to work and more streamlined recruitment processes will hopefully impact on bringing more new staff to Bradford in addition to the further attention to the pipeline of new starters that is well developed. Work is also taking place on the support and development offer to encourage staff to stay and build their careers in Bradford.

	Apr 21	Sept 21	Apr 22	Sept 22	Dec 22	Mar 23	Jun 23	Sept 23	Dec 23	Feb 24
No of Permanent Social Workers	293	303	283	281	265	276	292	280	284	293

- 10.16 Benchmarking data demonstrates that the percentage of agency Social Work staff in Bradford has increased significantly over the past 5 years and is significantly higher than comparators.

Agency staff as % of Social Work Workforce										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Bradford	4	3	4	4	12	30	34	39	46	50
Yorkshire and Humber	8	6	9	8	8	10	11	13	16	16
National	15	16	16	16	15	16	15	16	18	18
Statistical Neighbours	17	15	17	16	15	16	16	18	19	18
West Yorkshire										
Bradford	4	3	4	4	12	30	34	39	46	50
Calderdale	7	3	0	5	2	7	3	9	14	8
Kirklees	4	3	26	18	6	2	0	0	0	0
Leeds	8	4	4	1	1	1	0	0	3	4
Wakefield	19	-	9	6	29	32	22	14	14	16

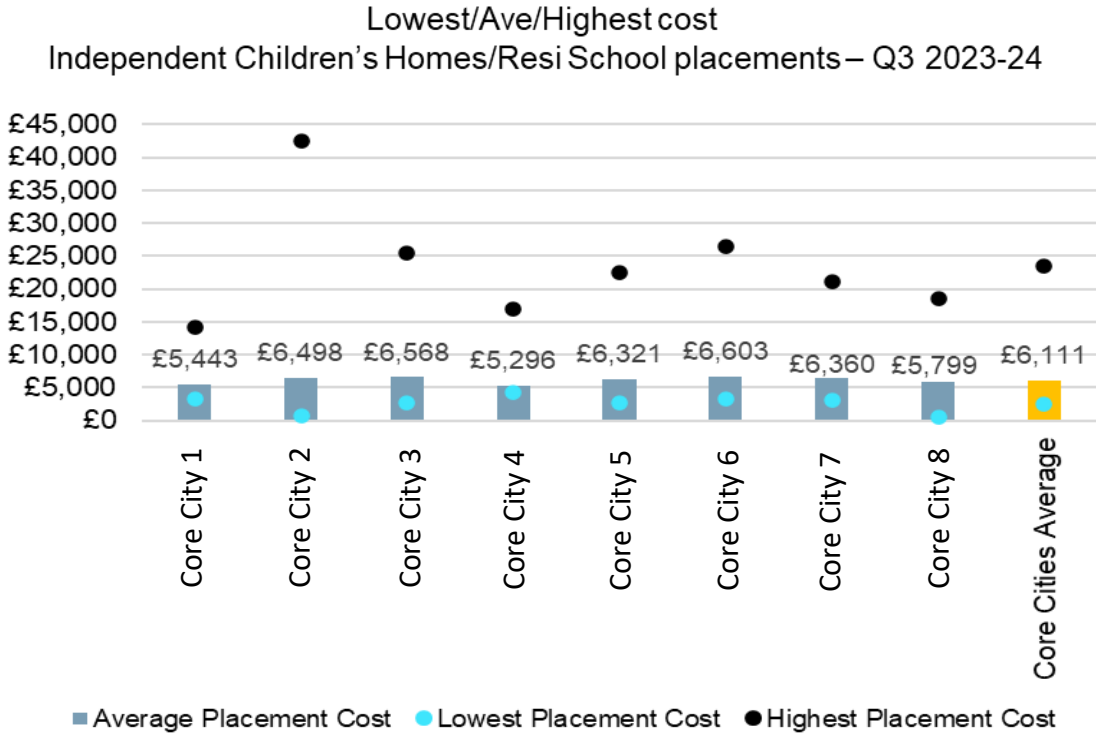
- 10.17 In addition to demonstrating that agency use is particularly acute in Bradford, the table also demonstrates that agency use has reduced from high levels in other West Yorkshire Councils that have also previously been assessed as inadequate (Kirklees & Wakefield), suggesting that there is clear scope for Bradford to follow a similar trajectory over time.
- 10.18 The 3-year business plan from the Childrens Trust also identified the need to reduce reliance on agency staff, with commitments to reductions in agency staff as a % of all Social Work roles to 20% of the workforce by March 2026.

Placements

- 10.19 Despite a positive reduction in the numbers of children needing to be in care, adverse budget variances are also occurring in placement costs due to a lack of suitable placements with family, in foster care or in our own residential care, which is resulting in a placements budget pressure. This is resulting in a disproportionate use of high cost external residential and Independent Fostering placements for those who do need to come into care or where placements break down, which impact on the budget pressure at a greater level than the actual numbers in care might suggest.
- 10.20 Work to increase local placements is underway through the implementation of the Sufficiency Strategy and a reduction in those coming into care as a result of more effective support work are having an impact for children, but this does not yet show in the budget outturn.

10.21 Residential placements are costing on average close to £338k per year per child each, and the average cost of a placement has risen dramatically from c£3,600 per week per child in 2020-21 to current average cost of £6,517 in 2023-24. The £6,517 includes inflation uplifts for 2023/24 from the White Rose Framework (implemented 1 August 2023) and from other providers off framework that will not be included in the residential unit costs in the table below.

10.22 Regional data from Core Cities (Birmingham, Leeds, Liverpool, Manchester, Newcastle, Nottingham, and Sheffield) in Dec 23 date provide an average cost of £6,111 for external residential placements, see table below for details



10.23 In addition to a growth in unit costs most other core cities have seen a significant increase in spend on residential care in 2023-24 in comparison to 2022-23 as outlined in the table below.

Residential Spend: 2022/23 compared to Q3 2023/24 Projection



10.24 A recent Competition and Markets Authority report has found the purchased placements market to be dysfunctional and subject to profiteering by suppliers. The Trust is working with the Council Commissioning and Contacts team on reviewing high-cost placements to seek value for money price reductions where possible and to plan moves for children where appropriate for their welfare needs in the short to medium term.

10.25 The numbers of children in placements had never been higher as outlined in the table below. There has been intensive work in the current financial year to secure discharges from care orders and on 29th February, 182 discharges of care had been secured.

Type of Placement	17-18	18-19	19-20	20-21	21-22	22-23	Feb 23-24 per BCFT	Avg Cost per week 2022-23	Avg Cost per week 2023-24
Placed with Parents	117	129	150	162	166	171	115	£0	£0
Placed for Adoption	25	26	24	35	52	31	29	£0	£0
Friends and Families	235	301	357	372	394	405	379	£354	£383
Foster Parents	371	354	368	393	375	390	328	£546	£593
Fostering Agencies	57	88	131	164	191	274	312	£950	£925
Residential Care (Internal)	51	45	51	45	38	26	21	£4,472	
Residential Care (External)	42	42	60	70	105	169	204	£5,086	£6,517
Other*	62	68	90	107	125	120	127	£1,951	£1,894
Sub Total (Number of Children Looked After)	960	1,053	1,231	1,349	1,446	1,586	1,515		
Residence Orders	46	40	37	33	30	29	26	£164	£193
Adoption Orders	247	239	237	226	214	204	212	£168	£187
Special Guardianship Orders	320	338	364	435	473	523	602	£164	£196
Sub Total (Chd in Permanent Arrangements)	613	617	638	694	717	756	840		
Total Children Receiving Support	1,573	1,670	1,869	2,043	2,163	2,342	2,355		

, * Includes Supported Living placements, Hospital Placements and Mother/Baby placements.

10.26 The table below outlines how the monthly placement numbers compare to those included in the contract model and the difference between the actuals and the contract price assumptions provide a crucial understanding of the variance in the costs despite the actual numbers of children in care reducing. The Sufficiency Strategy work is crucial to change this balance over time. At contract start date, the numbers of placements were similar to the total numbers that had been assumed at that point (2,342 actual vs 2,328 per the contract model).

10.27 Although the actual numbers were slightly higher than the contract model, it should be noted that the actual numbers included significantly higher numbers of children placed with parents that have a £0 placement cost. (171 actual vs 99 in the contract model).

10.28 As the numbers of children in expensive residential care placements was already so much higher than benchmarks in 2022-23, reviews of costly placements; improvements in Social Care practice, and investment into Internal Residential

Care were already planned when services were being run by the Council. However, the assumptions as to the speed at which this would impact on costs were optimistic and the pace of growth in internal sufficiency has not happened as assumed. The work now progressing through the multi-agency Sufficiency Board will increase the placement types we need over time. Phase 1 and Phase 2 of the Residential Homes strategy was agreed in July 2023.

Placement Numbers – 29th February 24 vs Budget Models

Type of Placements	Actual												£170m Model					
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-23	Jun-23	Sep-23	Dec-23	Mar-24	Average
Placed with Parents	171	162	174	163	149	144	130	120	110	117	116	115	99	99	99	99	99	99
Placed for Adoption	31	31	30	29	29	33	30	32	34	28	29	29	43	45	45	44	44	44
Friends and Families	405	393	397	413	426	422	426	409	406	396	382	379	444	453	449	444	440	447
Foster Carers (Internal)	390	388	377	367	362	347	349	344	339	351	352	328	391	394	396	400	396	393
Fostering Agencies (Ext)	274	280	281	288	293	295	296	300	285	277	275	312	245	247	241	236	230	258
Residential Care (Internal)	26	26	24	25	25	23	23	25	26	22	22	21	30	35	40	44	53	41
Residential Care (Ext)	169	170	179	187	190	196	203	208	211	216	208	204	174	147	141	134	128	145
Supported Accommodation	109	114	116	115	123	122	132	135	128	126	121	120	123	124	122	120	118	122
Other *	11	15	17	13	13	12	9	11	9	8	7	7	8	8	8	9	9	8
Subtotal	1586	1579	1595	1600	1610	1594	1598	1584	1548	1541	1512	1515	1557	1552	1541	1530	1517	1557
Child Arrangement Order	29	29	29	29	29	27	27	28	26	26	24	26	26	26	26	26	26	26
Adoption Order	204	211	209	209	209	203	209	211	211	213	214	212	222	222	222	222	222	222
Special Guardian Order	523	538	552	559	555	548	559	571	575	579	587	602	523	526	530	535	539	533
Subtotal	756	778	790	797	793	778	795	810	812	818	825	840	771	774	778	783	787	781
Overall Total	2,342	2,357	2,385	2,397	2,403	2,372	2,393	2,394	2,360	2,359	2,337	2,355	2,328	2,326	2,319	2,313	2,304	2,338

10.29 As individual residential placements cost on average £6,517 per week (£338,000 per year), growth in these types of placement results in very significant financial pressures.

10.30 Indicatively, the cost of 1 placement for a year is broadly equivalent to the net operating cost of a small leisure centre, and so far this year there have been **35** additional external residential placements made. This compares to an increase in the same period in the previous financial year of 56 additional external placements to end of February 2023. The cost implications are compounded as the contract model which assumed that residential placements would have reduced by 20 by now for the reasons outlined in 10.28. New projections have now been developed by the Trust as part of the medium-term financial plan and the work to achieve them is being implemented.

10.31 The average cost per week of an external residential care placement has increased very significantly in recent years as outlined below.

2019-20	2020-21	2021-22	2022-23	2023-24 per Contract	2023-24 per Trust Period 11 forecast
£3,326	£3,600	£4,800	£5,086	£5,429	£6,517

- 10.32 Children needing residential care often demonstrate acute distressed behaviour and their needs are unable to be met in larger homes with a lower cost per week. This has resulted in an increase in smaller homes at an increased cost, with tight monitoring by Ofsted as to whether the homes meet the needs of those placed there. The dysfunctional and profiteering care market has accentuated placement costs and this remains a national as well as local issue. The solution is to need fewer such placements over time by reducing the number of children who need to be in care and meeting their needs in more family-based arrangements where appropriate.
- 10.33 Over 16 provision has also been bought into the regulated sector since October 2023 with the aim of improving quality which can be variable. There was a requirement for provisions to register with Ofsted, and inspections of those provisions start in April 2024. The anticipated additional cost pressure of placements is being monitored closely but will fall to Councils without the provision of an associated increase in recurrent funding.
- 10.34 Benchmarking data shows that over recent years the numbers of Children Looked After supported by Children's Social Care increased from a relatively low number per 10,000 to a relatively very high number in comparison to other Councils, and growth in numbers has been significantly higher than other comparators, but the latest number shows that those numbers are starting to reduce in accordance with the Trust business plan work and projections.

	2016	2017	2018	2019	2020	2021	2022	2023	% Gro wth	Mar 23	Feb 24
Bradford	61	66	70	82	87	94	103	113	85%	113	108
Yorks and Humber Avg	63	67	71	74	77	78	81	81	29%		
Statistical Neighbour Avg	84	87	84	87	88	90	88	89	6%		
National Avg	60	62	64	65	67	67	70	71	18%		

- 10.35 Bradford is also spending highly disproportionate (approximately double) amounts on high-cost placements like Residential Care. The table demonstrates very significant growth in costs since 2020-21 to 2022-23, and further very high increases are expected in 2023-24. The work led by the Trust but working with the Council Commissioning and Contracts Team is essential to understand and reduce this differential.

Local Authorities – Spend per head of Child Population on Residential Care	16-17	17-18	18-19	19-20	20-21	21-22	22-23	% Increase 15- 16 to 22-23	23- 24
Bradford	£111	£105	£114	£145	£181	£236	£376	251.40%	£500
Yorkshire and Humber	£100	£112	£120	£126	£140	£163	£205	113.54%	
National	£96	£111	£117	£126	£143	£159	£197	121.35%	
Statistical Neighbours	£120	£134	£158	£157	£163	£163	£219		

Children with Disability Service

10.36 The Children with Disability Service also has a forecast variance on the direct payment/home support budget of £2.0m (before contract change requests (£2.1m)). This is being reviewed by the Trust with a steering group established for short breaks to plan the future. Whilst the budget has not increased since 2022/23, the number of children in need of short breaks has increased significantly and a flexible solution is needed to meet their needs going forward.

Section 17

10.37 The Section 17 preventative assistance budget has a variance of £2.8m (£1.0m after contract change requests) mainly due to growth in alternative placements costs. Work on these costs has now been undertaken and it is expected that this pressure will reduce for the future. This is being closely monitored.

Income

10.38 The Trust is forecast to overachieve the placement income budget by £1.4m, which reflects additional income of £2.1m this period linked to UASC, health and education contributions, see table below.

Description	Budget	Forecast	Variance
Health Income	£6,370,100	£2,125,800	£4,244,300
Education Income	£714,100	£4,611,100	-£3,897,000
UASC Income	£1,074,000	£2,913,000	-£1,839,000
Total	£8,158,200	£9,649,900	-£1,491,700

10.39 This is despite the income pressures and underachievement of the £6m budgeted Continuing Care contributions from Health partners which was set in the initial contract price assumptions. This budget was established in 2023/24 as part of the initial contract price. A joint working protocol has been agreed with health partners to seek to secure appropriate contributions; embedding of the protocol is continuing.

Trust Mitigations

10.40 During the nine months of operation, BCFT worked to understand the reasons for the scale of the continuing budget pressures and developed a comprehensive financial mitigations plan which is fully linked to the overarching business plan for the Trust. The benefit from the 21 mitigations workstreams has been included in the forecast.

- 10.41 The mitigations plan included.
- a strong focus on reducing the need for children to come into care through intensive earlier support, strengthening support to families and practice improvements across a range of activities.
 - increasing the sufficiency of family and local placements for those children who do need to be in care by implementing the Sufficiency Strategy already agreed by the Council and making sure that children only stay in care for as long as they need to with effective long term and permanence planning. Over time this will reduce the numbers of children in care and realign the placements for those in care which will deliver better outcomes and reduce costs.
 - tighter commissioning and contracting arrangements, plus clearer financial decision-making processes, approvals of expenditure and revised practices in relation to the recording of key areas of expenditure which supports a stronger focus on value for money as well as seeking the right placements and support for those children and young people who need them.
 - a clear workforce plan is in place to reduce the need for the volume of agency workers over time which will support a greater level of permanent staffing and a reduction in the cost of agency staffing over time.
 - a reduction in the cost of agency staffing over time.
- 10.42 As BCFT is a wholly owned company of the Council and provides statutory services it must remain solvent. As the Trust will overspend the contract sum as previously outlined, the Council has consequently approved change requests during the year to reimburse them for costs above the contract sum. The final change request will be submitted by the Trust in May 2024, and an interim payment of £10m was made on the 28th March 2024.

Impact to date and future implications

- 10.43 The focus on intensive early and family help, building our restorative practice approach and working with greater confidence to meet children's needs at home is resulting in a reduction in children needing to come into care. Combined with a strong focus on permanence and discharging of care orders, plus returning some children home, our overall numbers in care have reduced significantly. We are averaging 15 children fewer in care per month currently and at the end of February we had 1,515 children in care which is lower than our end of year forecast of 1,552. In light of this progress BCFT are doing the following:
- Reviewing the end of year forecast and the likely continued reduction of children in care for 2024-25. BCFT have drafted a projected end of year number of 1,495 and are building a forecast of an average monthly reduction of 9 and 12 per month for the next two years.
 - BCFT are developing a needs assessment for new placements based on ages of those coming into care and those we know will exit, plus those we want to move. This will translate into a placement sufficiency plan linked to anticipated changes to numbers of placements needed of each type against which we can set average costs.
 - BCFT have now removed 10 managed teams, with 1 more due to leave in

March and the remaining two in the first quarter of 2024/25. This work led to some small increases in individual agency numbers as they worked through the swap out of the teams. Not all teams were replaced in full and recruitment of permanent staff is on-going. The full impact of the changes to budgets will come in 2024-25.

- BCFT are in active dialogue with the council about future commissioning and contracting arrangements and the first stage of work on VFM has produced a very limited return from the time invested so we are focusing on how to do this more effectively for new placements and options to review current placement costs in accordance with reviews of children's needs.

Housing Revenue Account (HRA)

	Gross Expenditure Budget £000's	Gross Expenditure Forecast £000's	Income Budget £000's	Income Forecast £000's	Budget £000's	Forecast £000's	Variance £000's
Housing Revenue Account							
HRA Extra Care	576	554	-632	-548	-56	6	62.3
Housing Revenue Account	1,489	1,483	0	-6	1,489	1,477	-11.7
Affordable Housing (inc New)	588	772	-2,020	-1,964	-1,432	-1,192	240.5
Total	2,652	2,810	-2,652	-2,519	0	291	291

- 11.1 The Council's Housing Revenue Account (HRA) accounts for all Council Housing related revenue expenditure and income in a separate statutory (ring-fenced) account. The forecast revenue outturn is a £0.3m overspend in 2023-24.
- 11.2 There are significant pressures on the income budget due to a high level of voids (empty properties) at Fletcher Court and under recovery of service charges. Repairs and maintenance are forecast to overspend, due to the current pressures caused by inflationary increases and the difficulties arising from the management and maintenance of these facilities. A full review of all budgets has been undertaken and it is proposed to reduce the repairs and maintenance expenditure and bring efficiency through re-letting voids quicker.
- 11.3 The Council is in the process of procuring a new housing management and maintenance contract in relation to the council's 'General Needs' housing stock as the current provider contract ends 31 March 2024.

Reserves

- 12.1 As a result of planned reserve use, and unplanned use of reserves to cover high inflation and significant variances in Children's Services in 2022-23, the Council's non schools reserves reduced by £110m in 2022-23 to c£120m. After a further c£48m reduction to balance the budget in 2023-24 approved by Budget Council

was transacted, this left c£73m of non-Schools reserves going into the 2023-24 year which was an historic low.

- 12.2 The £73m of reserves were inclusive of Grant reserves for specific purposes (c£16.4m), c£34m of currently earmarked reserves, and the £22m General Fund reserve that is the minimum amount of un-ringfenced reserves that it is recommended to be held to fund unforeseen events. Any use of the General Fund reserve would however require it to be replenished for next financial year in line with recommended practice.
- 12.3 A recent successful exercise to repatriate West Yorkshire + Transport Fund reserves has resulted in a c£11.8m increase in General Fund reserve levels which has been partly offset by remaining amounts required to balance the budget.

Reserve Type	Total Reserves Opening Balance £s	In year reserve Movements £s	Total Reserves Closing Balance £s
General Fund Balance	22,001,000	10,732,911	32,733,911
Service Earmarked Reserves	45,345,686	-19,998,309	25,347,377
Grant Reserves	17,400,500	-4,245,900	13,154,600
Corporate Earmarked Reserve	35,274,080	-29,279,202	5,994,878
Corporate Capital Reserves	442,700	0	442,700
Total	120,463,966	-42,790,500	77,673,466

- 12.4 It should however be noted that available reserve levels will not be sufficient to cover the forecast year-end overspend in 2023-24, and consequently the Council has requested Exceptional Financial Support from Government.

School Balances

- 13.1 The table below shows the School Reserves (including Schools Contingencies) position at 31 March 2023. Schools do not report their quarter three financial positions for 2023-24 until the end of January. Therefore, the forecast figures for 31 March 2024 that are shown in the table below use quarter two forecasts for schools that were maintained at 1 January 2024.

	Balance 31 March 2023		Forecasted Balance 31 March 2024		Movement	
	Nos	£000	Nos	£000	Nos	£000
Nursery	7	1,259	7	1,162	0	(97)
Primary	61	6,569	51	3,243	(10)	(3,326)
Secondary	4	2,971	2	1,769	(2)	(1,202)
Special	2	1,077	1	270	(1)	(807)
Pupil Referral Units (PRU)	1	497	1	181	0	(316)
Subtotal	75	12,373	62	6,625	(13)	(5,748)
School Contingency		37,080		29,975	0	(7,105)
Other Activities/Closed Schools		267		267	0	0
Total	75	49,720	62	36,867	(13)	(12,853)

- Ten schools (one maintained nursery school and nine primary schools) at quarter two forecasted cumulative deficit revenue balances at 31 March 2024, with a combined forecasted deficit value of £0.360m.
- Thirteen maintained schools have converted to academy status so far during 2023-24: 10 primary schools, 2 secondary schools and 1 special school.

Capital Expenditure

14.1 The Council continues to seek to deliver a large capital programme across the District, which will provide improved facilities and infrastructure to support the delivery of the Council Plan.

14.2 The profiled resource position for 2023-24 for the Capital Investment Plan stands at £219.1m. To the end of February there has been total spend of £149.3m. A summary by service is shown below with a detailed monitor in Appendix 3.

Directorate	Q3 Budget	Changes	Re profiled Budget 23-24	Spend 29 Feb 2024	Budget 24-25	Budget 25-26	Budget 26-27 onwards	Total
	£m	£m	£m	£m	£m	£m	£m	£m
Health and Wellbeing	4.7	0.1	4.8	1.6	6.1	6.1	1.7	18.7
Children's Services	19.9	0.8	20.7	14.2	15.8	10.1	3.9	50.5
Place - Economy & Development Services	52.6	0.1	52.7	39.3	37.9	26.9	6.1	123.6
Place - Planning, Transport & Highways	69.0	-1.4	67.6	53.3	39.8	20.9	104.1	232.4
Place – Other	20.0	0.0	20.0	11.3	41.9	16.6	1.1	79.6
Corp Service – Estates & Property Services	32.6	-0.1	32.5	25.8	15.4	7.0	2.0	56.9
TOTAL - Services	198.8	-0.5	198.3	145.5	156.9	87.6	118.9	561.7
Reserve Schemes & Contingencies	18.9	-0.8	18.1	0.0	77.8	34.0	45.2	175.1
TOTAL – General Fund	217.7	-1.3	216.4	145.5	234.7	121.6	164.1	736.8
Housing Revenue Account	1.8	0.0	1.8	3.8	4.5	0.0	0.0	6.3
Reserve HRA	1.0	0.0	1.0	0.0	10.0	10.0	8.2	29.2
TOTAL – HRA	2.8	0.0	2.8	3.8	14.5	10.0	8.2	35.5
TOTAL	220.5	-1.3	219.2	149.3	249.2	131.6	172.3	772.3

14.3 Overall, there has been a reduction in the total budget of £3.2m to £772.3m. The main changes relate to:

- £8.6m budget for schemes have been removed / reduced because of the 2024-25 Budget review.
- £3.0m budget increase in the 2024-25 Budget including £1.0m contingency and £2.0m for IT in future years.
- £1.3m New grant funding, including £0.6m DfE grant for Connecting the Classrooms and £0.7m grant increase for the UKSPF project.
- £0.5m additional for capital costs transferred from revenue.

14.4 Other changes since Qtr 3 are:

- £1.4m Darley St Food and Beverage Court approved, £1m funding moved from reserves and £0.4m from the main Darley St Market project.

14.5 Considering the significant financial challenges faced by the Council, the current Capital Plan and the Plan for all future years are currently subject to a rigorous review with a view to reducing debt charges as a contribution to the Council's savings target in subsequent years. This will mean some capital schemes will be reprofiled, deferred or even stopped entirely.

14.6 Subject to the review referred to above, Officers will continue to review capital budget profiles in year as part of future financial monitoring. Any changes would reflect the affordability, sustainability, and prudence of the Capital Programme in the context of the Council's financial challenge as well as growing complexities and challenges over the next 5 years in delivering to this scale of ambition.

Capital Programme 2023-24 Update

14.7 The latest forecast for expenditure for 2023-24 is £185.6m, compared to a revised budget of £219.1m. Spend to the end of February is £149.3m. A summary by service is shown below with a detailed monitor in Appendix 3.

Budget, forecast and spend to date as at 29 February for 2023-24

	Revised Budget 2023-24 £m	Annual Spend Forecast £m	Variance £m	Spend 29 February 2024 £m	Spend to date as a % of forecast %
Health and Wellbeing	4.8	3.2	1.6	1.6	50.0%
Children's Services	20.7	18.8	1.9	14.2	75.5%
Place - Economy & Development	52.7	45.3	7.4	39.3	86.8%
Place - Planning, Transportation & Highways	67.6	69.9	-2.3	53.3	76.3%
Place – Other	20.0	13.9	6.1	11.3	81.3%
Corporate Resources – Estates & Property	32.5	28.2	4.3	25.8	91.5%
Reserve Schemes & Contingencies	18.1	0.7	17.4	0.0	0.0%
TOTAL – General Fund	216.4	180.0	36.4	145.5	80.8%
Housing Revenue Account	2.8	5.6	-2.8	3.8	67.9%
TOTAL - All Services	219.2	185.6	33.6	149.3	80.4%

14.8 There is a forecast capital programme variance of £33.6m between the budget and the latest expenditure forecast. In the HRA forecast spend is higher than budget due to acquiring LAHF properties in 23-24. Budget from future years will be used to fund this. Also in Planning, Transportation & Highways forecast spend is higher than budget due to acceleration on Transforming Cities Fund.

14.9 Spend is higher than at this time in the previous two years but 2022-23 was impacted by delays due to Covid and this year there has been several significant schemes that have been in their full construction stage. Scheme phasing will continue to be monitored to ensure that it is accurate and realistic.

New Capital Schemes

- 14.10 New schemes for the 2024-25 programme have been included in the 2024- 25 Budget Proposals Report and included in this Q4 CIP.
- 14.11 The following scheme has been approved under Section 1.7 of the Financial Regulations. Executive are asked to note.
- **Children’s Residential Homes** – £0.075m for capital works on the garden and internal works to replace three hoists at a Children’s Residential Homes. Upon completion the project will provide a safe, reliable home area for the children, enabling staff to demonstrate that the Council and BCFT provide a service that meets their needs. The work is required to meet Ofsted regulatory requirements and to ensure that the home is fit for purpose. This was an emergency decision as assurance needed to be provided to Ofsted that the works had started as soon as possible. It will be funded from the 2023-24 General Contingency budget included in the CIP.

Capital Resources / Treasury Management

- 14.12 Capital receipts from the sale of fixed assets are £1.6m to date and the Council is expected to achieve a budget of £3.5m in capital receipts for the year. The Council has received an additional £76.6m in capital grants and contributions so far this year.
- 14.13 A £6.484m PWLB (Public Works Loan Board) matured in January 2024 with a rate of interest of 9.125%. Due to the overall financial position and the underlying need to borrow for capital purposes (the Capital Financing Requirement CFR) new PWLB borrowing undertaken to date is £140m with an average interest rate of 4.98%.
- 14.14 In recent years the Council has been able to minimise its need to borrow to fund capital expenditure as it has held significant reserves; this is termed under-borrowing. As those reserves reduced significantly during 2022-23 and are forecast to continue to reduce in 2023-24 the Council will now need to borrow to finance capital expenditure. The Council has taken out a mixture of short-term and long-term borrowing. These borrowing requirements, combined with high interest rates will create a budget pressure of £3.5m.
- 14.15 It is now a requirement of the CIPFA Prudential Code that Prudential and Treasury Management Indicators are reported on a quarterly basis. These indicators are shown in Appendix 5.
- 14.16 As indicated above, considering the financial challenge faced by the Council and, specifically, the forecast overspend on the Council’s debt charges, work is underway to review the debt charges budget. This is being undertaken in conjunction with the review of the Capital Programme, the crux of which is to determine to what extent the Council can reduce the amount of Prudential Borrowing.
- 14.17 At the same, given the change in interest rates over the last 12 months and the deterioration in the Council’s reserves and with it the extent to which the Council

can internally borrow, a review of the Treasury Management Strategy is underway with a view to ensuring the Council's Strategy focuses on optimising its debt portfolio in support of its Capital Programme.

Council Tax and Business Rates Collection Fund

- 15.1 Council Tax and Business Rates are paid into a separate account, from which precepts (distributions) are paid to Bradford Council, the Government, the police and fire authorities will be paid over its budgeted Council Tax precept (£233m) in 2023-24. The Councils forecast share of the Council Tax collection fund surplus for 2023-24 in year collection, is £880k. This has been included in the 2024-25 budget.
- 15.2 Regarding Business Rates, the Council will be paid its budgeted Business Rates of £58.2m in 2023-24. A Business Rates collection fund deficit of c£2m from 2022-23 will also have to be repaid in 2023-24 as budgeted. The Councils forecast share of the Business Rates collection fund surplus for 2023-24 in year collection is £390k. This has been included in the recently submitted NNDR1 form which sets the Business Rates budget for 2024-25.
- 15.3 The Council applies costs to Council Tax and Business Rates accounts to cover the sum reasonably incurred in taking action through to the Magistrates Court in line with legislation. The charges for these are recommended to rise from £85 in 2023-24 to £100 in 2024-25 for Council Tax and from £110 in 2023-24 to £125 in 2024-25 for Business Rates. The charges remain broadly comparable with those charged across other West Yorkshire Councils.

16.0 RISK MANAGEMENT

- The financial risks of future known, and uncertain liabilities are being addressed through contingencies and provisions outlined in this report.
- The Council's Strategic Risk Register is included in Appendix 4. This shows the position at the half year. There has been very little change from the first quarter where a significant number of risks were categorised as red. This highlights the capacity issues that the Council has to implement the required changes to reduce risk. The risk environment will continue to be monitored through the year.

17.0 LEGAL APPRAISAL

- This report is submitted to the Executive in accordance with the Budget and Policy Framework Procedure rules. There are no other legal implications arising from this report.

18.0 OTHER IMPLICATIONS

19.0 EQUALITY & DIVERSITY

None

20.0 SUSTAINABILITY IMPLICATIONS

None

21.0 TACKLING THE CLIMATE EMERGENCY IMPLICATIONS

None

22.0 COMMUNITY SAFETY IMPLICATIONS

None

23.0 HUMAN RIGHTS ACT

None

24.0 TRADE UNION

None

25.0 WARD IMPLICATIONS

None

26.0 IMPLICATIONS FOR CHILDREN & FAMILIES

None

27.0 ISSUES ARISING FROM PRIVACY IMPACT ASSESMENT

None

28.0 NOT FOR PUBLICATION DOCUMENTS

None

29.0 RECOMMENDATIONS

That the Executive

- 29.1 Review and comment on the Qtr 4 Finance Position Statement for 2023-24
- 29.2 Note the following has been approved under Section 1.7 of the Financial Regulations for inclusion in the Capital programme:
- £0.075m for capital works on the garden and the purchase of three hoists at a Children's Residential Homes. This will be funded from the 2023-24 General Contingency budget included in the CIP.
- 29.3 Approve the charges for court costs in respect of Council Tax and Business Rates as outlined in section 15.3.

30.0 APPENDICES

- Appendix 1 Benchmark Spend by Service
- Appendix 2 Reserves Statement
- Appendix 3 Capital Investment Plan
- Appendix 4 Prudential & Treasury Management Indicators

31.0 BACKGROUND DOCUMENTS

- Qtr 3 Finance Position Statement – Executive 6th February 2024
- Budget Update Report – Exceptional Financial Support request – Executive 21st December 2023.
- Qtr 2 Finance Position Statement – Executive 7th November 2023
- Qtr 1 Finance Position Statement – Executive 13th July 2023
- 2022-23 Finance Position Statement – Executive 13th July 2023

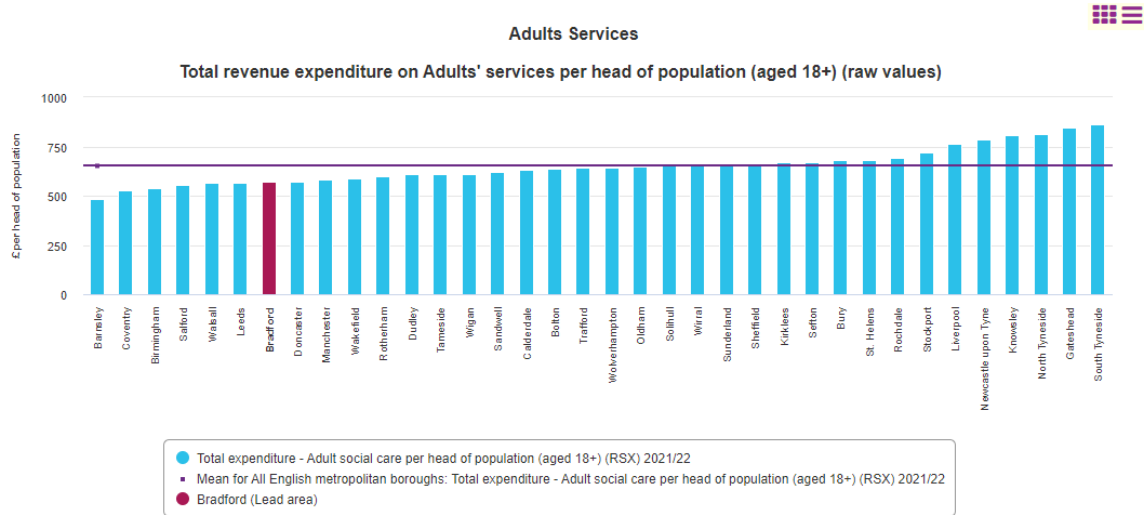
Benchmark Spend data

Appendix 1

Adult Social Care & Public Health

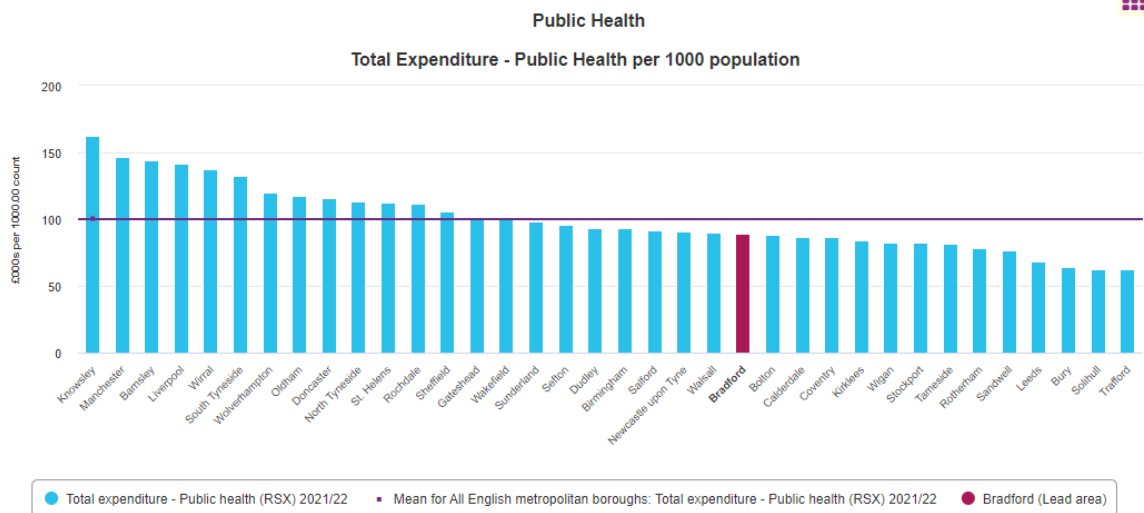
Adult Services

Spend on Adult Services per head of adult population in Bradford has been low for many years. The Service has a good record of prevention, and there have been improvements in inspection outcomes in recent years.



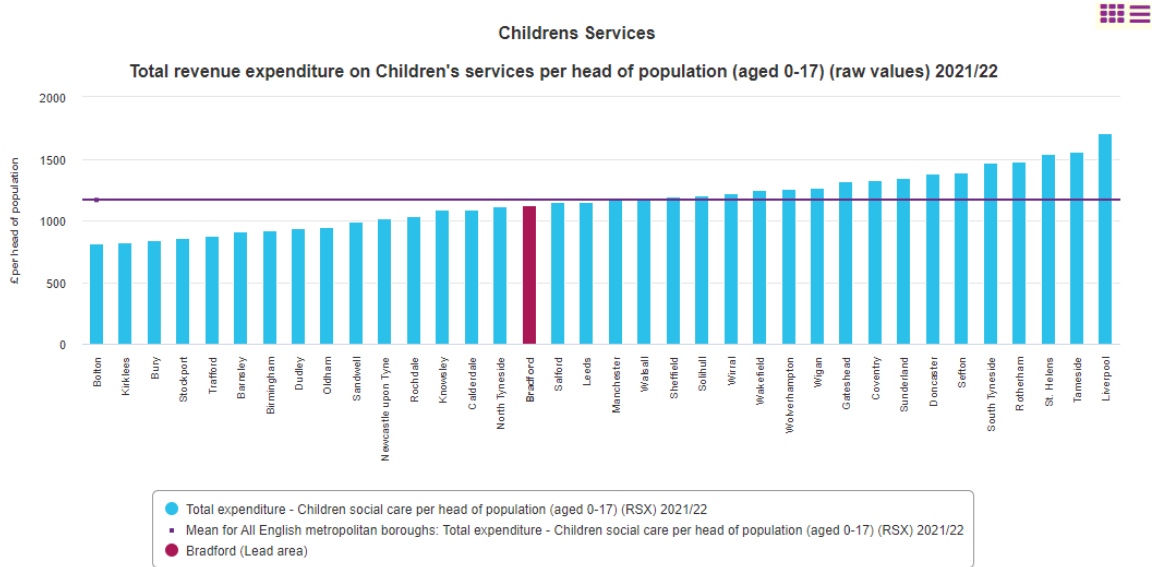
Public Health

Public Health spend is driven by the Public Health grant which is based on a national formula and distributed by Government. Spnd per 1,000 population is close to benchmark averages.



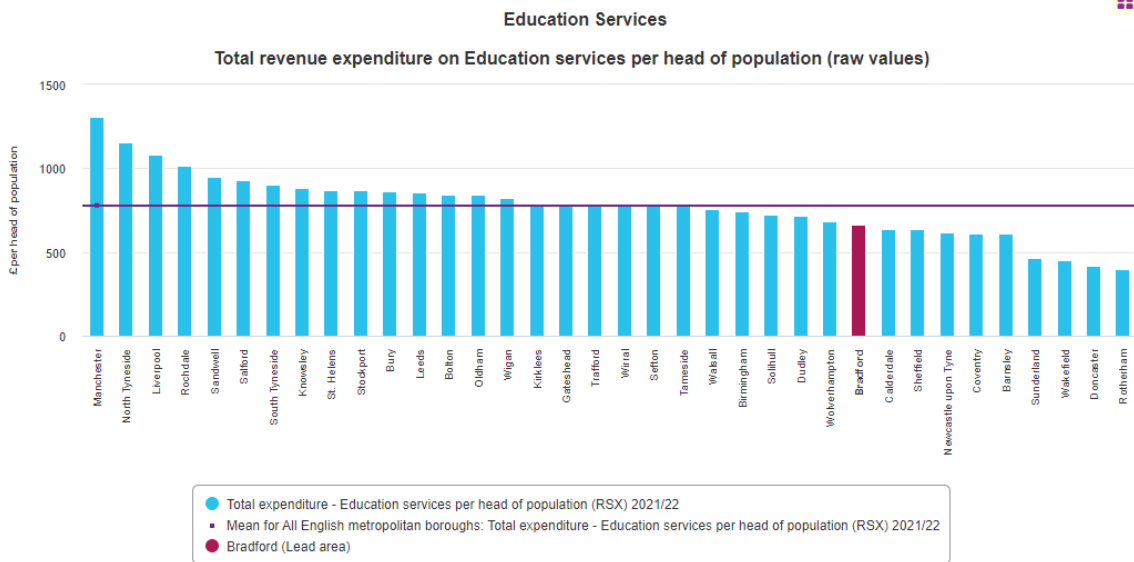
Children's Services

Spend per head (aged 0-17) on Children's Services was relatively low in 2021-22. As a result of growth in spend in Children's Social Care as outlined in Section 10, this will likely have increased since then. The below benchmark group is in comparison to Met Councils. When compared to Childrens Statistical Nearest Neighbours, spend on Children's Services was above benchmarks in 2021-22.



Education Services

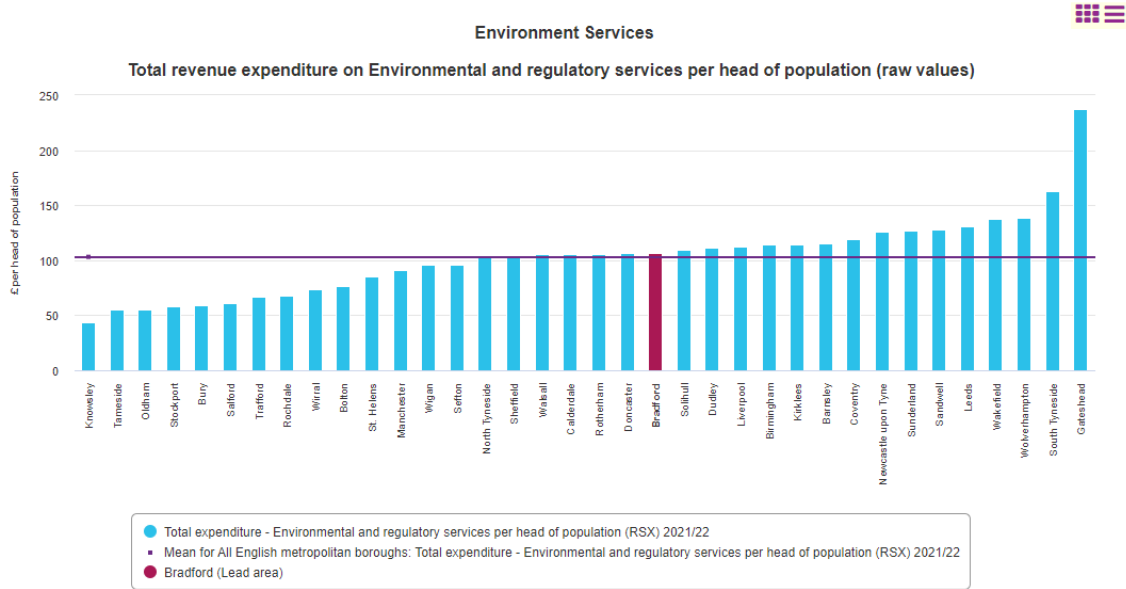
Spend per head on Education Services is relatively low in Bradford.



Department of Place

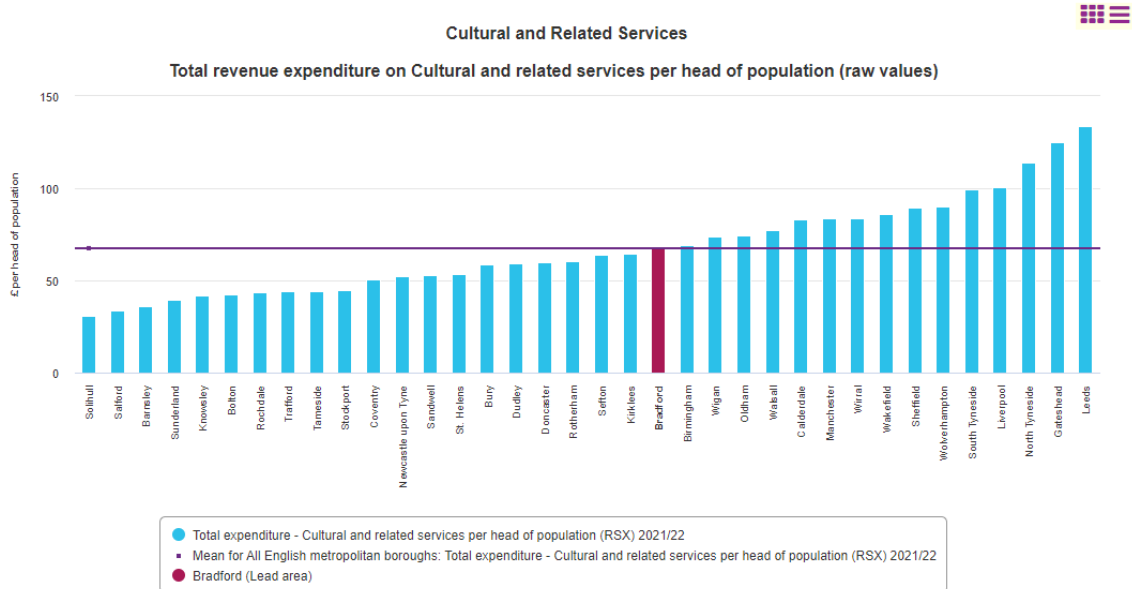
Environment Services

Spend on Environment Services includes Waste Services, Bereavements, Environmental Health, Housing Standards and other regulatory services. Spend per head of population was close to the benchmark average in 2021/22.



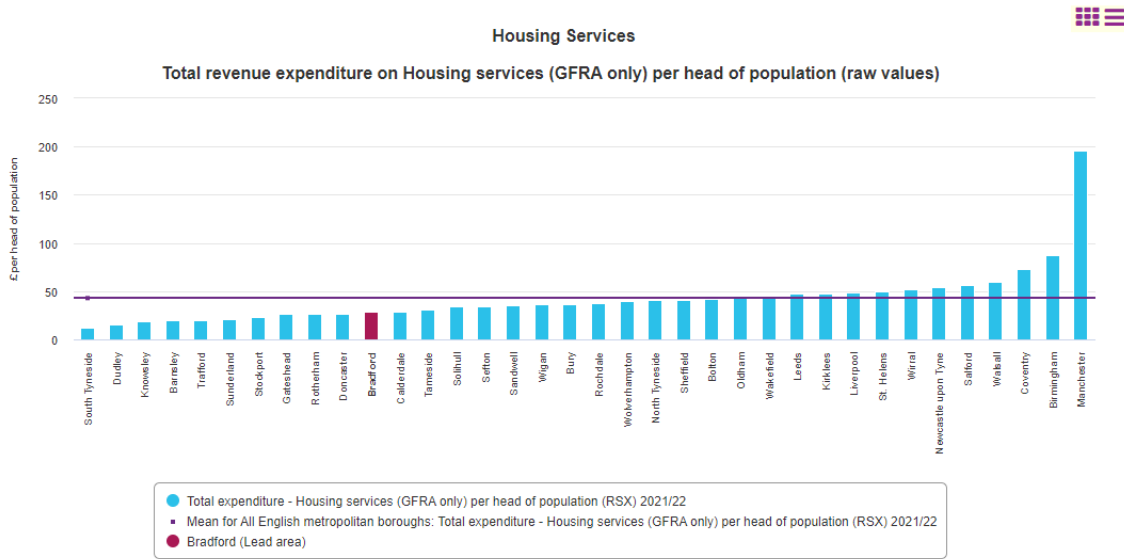
Cultural and Related Services

Spend on Culture Related services is relatively low.



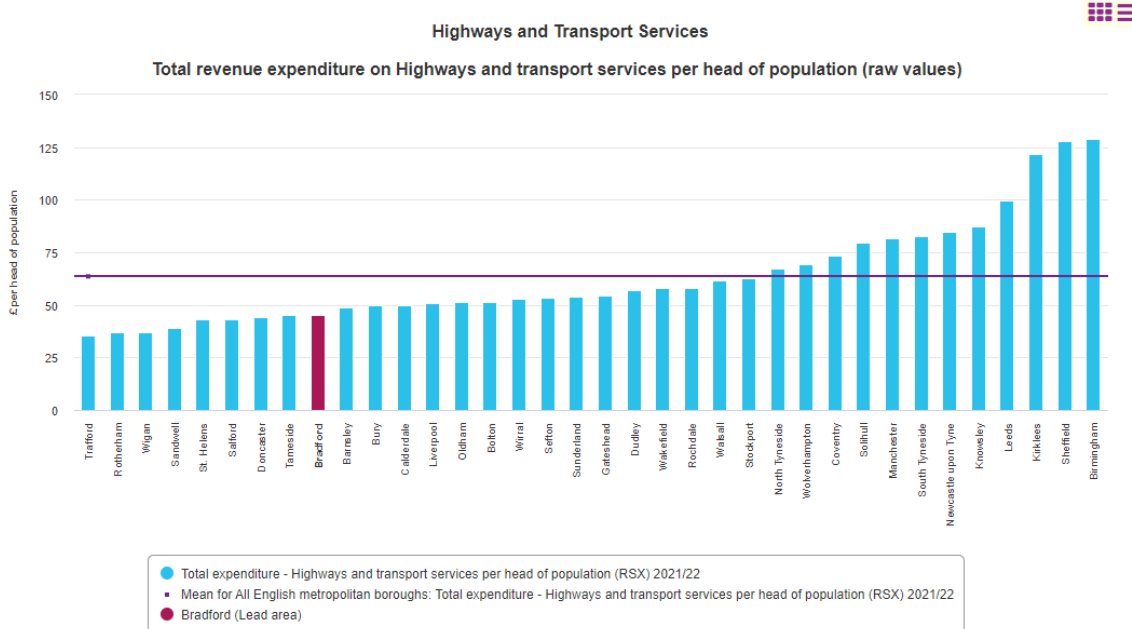
Housing Services

Spend per head of population on general fund related Housing Services per head of population is relatively low in Bradford



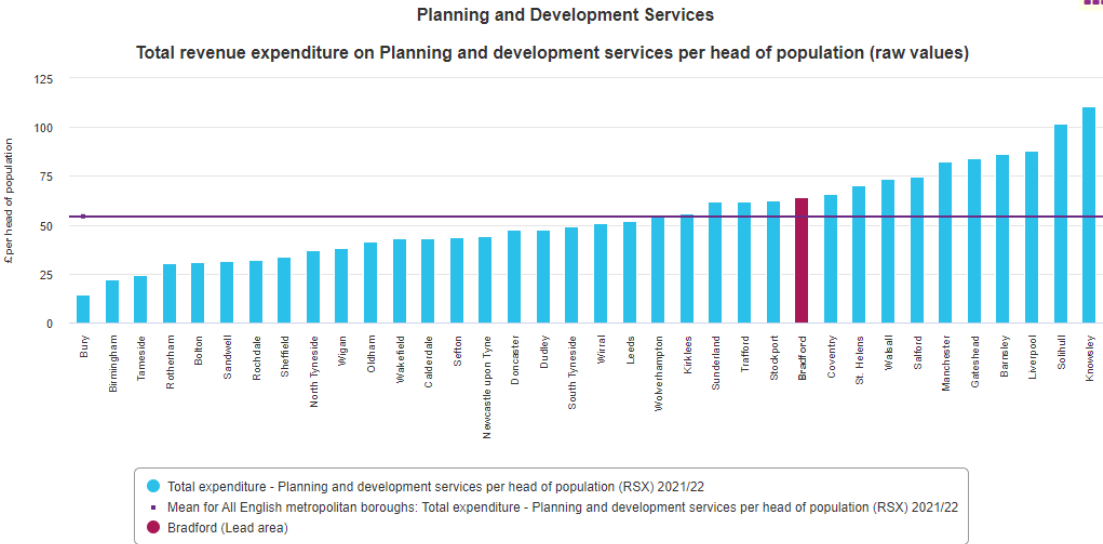
Highways and Transport Services

Spend on Highways and Transport Services is relatively low in Bradford in comparison to benchmarks



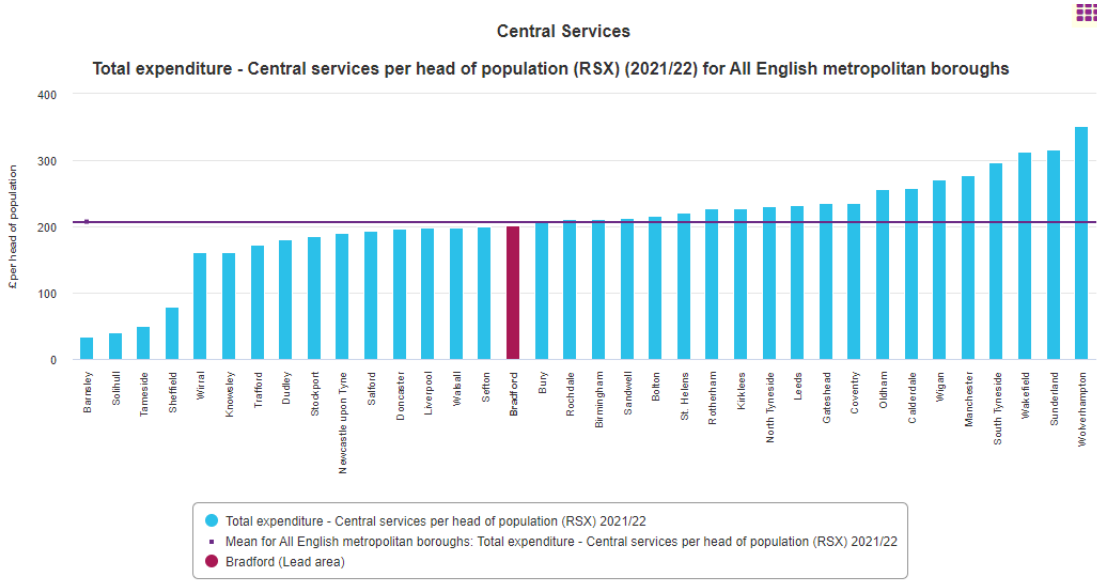
Planning and Development

Planning and Development includes Planning, Building Control and Economic Development. Spend per head of population was slightly above the average of benchmarks in 2020-21.



Central Services

Spend on Central Services (mostly Corporate Resources and Chief Execs) per head of population was slightly lower than the average of benchmarks.



Reserves Statement at 29th February 2024

Appendix 2

	Opening Balance £000	Movement in 2023-24 £000	Closing Balance £000	Comments
A. Reserves available to support the annual revenue budget				
Unallocated Corporate Reserves	0	0	0	
Total available Unallocated Corporate Reserves	0	0	0	
B Corporate Earmarked Reserves to cover specific financial risk or fund specific programmes of work.				
ESIF – STEP	746	-463	283	Funding to support young and disadvantaged people into employment
PFI credits reserve	490	-490	0	Funding to cover outstanding potential Building Schools for the Future liabilities.
Regional Growth Fund	1,588	-1,588	0	To support strategic plans within Department of Place
Discretionary Social Fund	456	0	456	To fund a replacement local welfare scheme following the government ending its Local Welfare Assistance grant programme on 31 March 2015.
Dilapidation & Demolition	412	0	412	At the end of a lease on a building, the Council will be liable for any dilapidations of the building. The Council also plans some demolition work.
Implementation Reserve	1,504	-1,504	0	To fund Projects associated with delivering savings plans.
Redundancy Reserve	1,045	-258	787	To provide for the costs of future redundancies
Leeds City Region Economic Development	1,407	-201	1,206	Match fund for urban centre regeneration
Financing Reserve	22,378	-22,378	0	Drawn down in 2023-24.

	Opening Balance £000	Movement in 2023-24 £000	Closing Balance £000	Comments
Markets Compensation	890	-640	250	Statutory compensation obligation for terminating tenancies
Finance Works Reserve	154	-154	0	Reserve to fund additional project Finance Work including Collection fund improvements and CCAB apprentices
S31 Business Rate Grants Reserve	2,600	0	2,600	Will be used in 2023-24.
Project Feasibility Reserve	1,604	-1,604	0	To fund feasibility work associated with major projects
Sub Total	35,274	-29,280	5,994	
C. Reserves to support capital investment				
IT Renewals and replacement	443	0	443	See above
Sub total	443	0	443	
D. Service Earmarked Reserves	45,346	-19,998	25,348	See over page
E. Revenue Grant Reserves	17,401	-4,246	13,155	
F General Reserves				
General Fund	22,001	10,733	32,734	The GF balance acts as a necessary contingency against unforeseen events. The balance represents a minimum of 5% of the Council's net budget requirement in line with guidance.
Schools delegated budget	49,720	0	49,720	Represents in the main balances held by schools as part of delegated budget responsibility. These balances are not available for Council use but are balances attributable to individual schools.
LA Education Reserve	915	-58	857	

	Opening Balance £000	Movement in 2023-24 £000	Closing Balance £000	Comments
LA Admission Appeals Reserve	13	0	13	
Sub Total General Fund Reserve & School balances	72,649	10,675	83,324	
Grand total	171,113	-42,849	128,264	

Departmental Earmarked Reserves Statement as at 31st December 2023

	Opening Balance £000	Movement in 2023-24 £000	Latest Balance £000	Comments
Adult and Community Services				
Integrated Care	8,152	0	8,152	NHS and Council monies used to support ring fenced projects and integration of health and social care
Great Places to Grow Old	112	-112	0	Funding to cover management and staffing costs linked to the transformation of services for older people.
Transforming Systems	2,610	-683	1,927	To support the implementation of the Care Act
Health Improvement Reserve	249	-49	200	
H&WB Covid Reserve	53	-53	0	Remaining Covid related funding.
Total Adult and Community Services	11,176	-897	10,279	
Children Services				
BSF Unitary Charge	9,576	-9,576	0	These reserves are being built up to ensure that in the future there is sufficient money available to meet the cost of BSF annual contract payments when the PFI grant the Council receives reduces
BSF Unitary Charge Phase 2	6,421	-6,421	0	See above
Retail Academy (Skills for Employment)	51	-51	0	Skills for work
One Workforce Reserve	463	0	463	Workforce development schemes funded from Leeds City Region business rates pool.
Creative Skills	27	-27	0	Workforce development schemes funded from LCR business rates pool.
ICE Advanced Skills	308	-308	0	Training for post 16 Children through Industrial Centres of Excellence.
Raising Attainment - Language Learning, Phonics, Maths & English	497	-497	0	Covid funded.
Total Children	17,343	-16,880	463	

Department of Place

	Opening Balance £000	Movement in 2023-24 £000	Latest Balance £000	Comments
Taxi Licensing	602	0	602	Statutory requirement to set aside any taxi licensing surplus when setting future fees.
HMO Licencing Scheme	619	0	619	A statutory requirement that fees can only be generated and retained within the HMO licensing function.
VCS Transformation Fund	165	0	165	Developing peer to peer solutions to building capacity within the VCS
PT&H - Local Plan Reserve	645	0	645	For Local Plan
City Park Sinking Fund	150	-150	0	Funding set aside to meet the future maintenance costs of City Park.
European Structural Investment Programme	912	-912	0	Match funding for ESIP
Private Housing Rented Option	200	0	200	Incentives to private landlords.
Homelessness prevention	283	-283	0	To fund initiatives to prevent Homelessness.
Longfield Drive Housing Scheme (Council Housing Reserve)	503	0	503	
District Tenants Federation	30	0	30	Funding committed to provide support to District Tenants Federation
Fresh Start	412	0	412	Housing project focussing on offenders
Complex Needs Project	280	-280	0	Project to support hard to place vulnerable homeless people
Ad:venture & community enterprise Reserve	60	-44	16	Match funding for a Leeds City Region business support project.
Economic Strategy Reserve	132	-132	0	For delivery of the Economic growth strategy.
Bereavement Strategy	272	0	272	Reserve to fund the Prudential Borrowing element of the Crematoria Investment Programme.
Housing CPNI Reserve	895	0	895	A statutory requirement that fees can only be generated and retained within the Housing enforcement function.

	Opening Balance £000	Movement in 2023-24 £000	Latest Balance £000	Comments
New Projects (Parks, Open Spaces and Libraries) Reserve	78	0	78	
Traffic Management Permit Scheme	764	0	764	
PT6 Implementation Traffic Enforcement Powers	86	0	86	
Matching Towns Fund for Shipley and Keighley	324	0	324	Match funding for Towns Fund
Climate change initiatives	235	0	235	
CAZ Revenue Ring Fenced Reserve	2,514	0	2,514	
City of Culture - Bradford Culture Company Reserve	2,500	0	2,500	
Culture Policy & Events - WYCA Reserve	91	0	91	
Cultural & Sporting Events Reserve	203	0	203	
City of Film Reserve	125	0	125	
Department of Place	13,080	-1,801	11,279	
Corporate Resources				
HR - Learning & Development Reserve	354	-44	310	Changing the organisation - vision & values, recruitment & selection, development of managers, performance management, leadership & succession planning.
District Elections	176	0	176	To smooth the cost of District Elections over a four-year period.
Subsidy Claim	250	-250	0	Contingent support set aside to address the fluctuations in the subsidy claims.
ISG over achievement trading reserve	51	-51	0	To support ISG
Emergency Planning Reserve	10	-10	0	To cover costs of covering emergency/critical alert requirements
Corporate Resources - Covid Impacts	1,591	0	1,591	Remaining Covid related monies
Regen Opportunity - Kirkgate Reserve	1,250	0	1,250	
5yr invest in Child friendly Dist up to & incl 2024/5	65	-65	0	
Total Corporate Resources	3,747	-420	3,327	
Total Service Earmarked Reserves	45,346	-19,998	25,348	

Capital Investment Plan

Appendix 3

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Adult Social Care														
CS0237a	Saltaire Residential Care Home	2,051	0	2,051	500	268	4,500	4,961	1,657	0	0	4,033	9,136	13,169
CS0237c	Kghly Rd Residential Care Valley View	293	0	293	293	0	0	0	0	0	0	293	0	293
CS0373	BACES	848	0	848	848	821	750	750	0	0	0	0	2,348	2,348
CS0239	Community Capacity Grant	206	0	206	206	127	0	0	0	0	206	0	0	206
CS0311	Autism Innovation Capital Grant	31	0	31	31	31	0	0	0	0	31	0	0	31
CS0312	Integrated IT system	44	0	44	44	0	0	0	0	0	44	0	0	44
CS0532	Changing Places Toilets	514	0	514	469	10	0	0	0	0	212	0	302	514
CS0535	Beckfield Resource Centre	237	0	237	237	201	0	0	0	0	0	0	237	237
CS2000	DDA	81	0	81	65	0	80	10	0	0	0	0	171	171
CS0567	MH Crisis House	70	0	70	70	70	0	0	0	0	70	0	0	70
CS0570	Adults Technology Enabled Care	400	0	400	400	25	807	344	0	0	151	0	1,400	1,551
CS0546	Capitalise Items Adults 23-24	0	63	63	63	63	0	0	0	0	0	0	63	63
Total - Adult Social Care		4,775	63	4,838	3,226	1,616	6,137	6,065	1,657	0	714	4,326	13,657	18,697

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Children's Services														
CS0249	Schools DRF	1,500	0	1,500	1,500	0	0	0	0	0	1,500	0	0	1,500
CS0022	Devolved Formula Capital	568	0	568	537	1,959	0	0	0	0	568	0	0	568
CS0030	Capital Improvement Work	100	0	100	227	189	100	100	0	0	300	0	0	300
CS0240	Capital Maintenance Grant	6,239	0	6,239	4,946	4,012	2,500	0	0	0	8,739	0	0	8,739
CS0244a	Primary Schools Expansion Programme	342	0	342	100	10	0	0	0	0	342	0	0	342
CS0244b	Silsden School	1,900	0	1,900	200	161	0	0	0	0	1,900	0	0	1,900
CS0362	Secondary School Expansion	371	0	371	262	163	1,000	0	0	0	1,371	0	0	1,371
CS0244c	SEN School Expansions	4,000	0	4,000	3,440	3,167	4,000	6,000	1,900	0	15,900	0	0	15,900
CS0550	SEND Expansion Capital Works	4	0	4	0	0	3,990	0	0	0	0	0	3,994	3,994
CS0531	Bingley Grammar Expansion	1,500	0	1,500	2,750	2,317	3,700	4,000	2,000	0	11,200	0	0	11,200
CS0421	Healthy Pupil Capital Grant	32	0	32	36	36	0	0	0	0	32	0	0	32
CS0436	Children's Homes	17	0	17	17	0	0	0	0	0	0	0	17	17
CS0488	Digital Strategy	80	0	80	80	40	100	0	0	0	0	0	180	180
CS0500	TFD	13	0	13	13	8	0	0	0	0	0	0	13	13
CS0338	Ingleborough Hall	81	0	81	81	0	0	0	0	0	0	0	81	81
CS0568	Children's Residential Care	1,900	0	1,900	1,900	0	401	0	0	0	0	0	2,301	2,301
CS0559	Connect the Classroom	1,235	578	1,813	2,500	2,031	0	0	0	0	1,813	0	0	1,813

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0580	Resilient Schools Project Funding	0	200	200	200	0	0	0	0	0	200	0	0	200
CS0364	Capitalise Items Childrens 23-24	0	34	34	34	96	0	0	0	0	0	0	34	34
Total - Children's Services		19,882	812	20,694	18,823	14,188	15,791	10,100	3,900	0	43,865	0	6,620	50,485
Place - Economy & Development Services														
CS0136	Disabled Housing Facilities Grant	5,900	0	5,900	6,000	5,559	7,097	4,058	4,058	0	8,902	0	12,211	21,113
CS0137	Development of Equity Loans	770	0	770	480	375	700	700	0	0	0	0	2,170	2,170
CS0144	Empty Private Sector Homes Strat	498	0	498	700	357	1,000	1,000	1,000	1,000	498	0	4,000	4,498
CS0496	Towns Fund Keighley & Shipley	68	0	68	19	8	0	0	0	0	68	0	0	68
CS0527	Towns Fund Keighley P2	8,234	0	8,234	5,000	4,237	12,745	11,519	0	0	32,498	0	0	32,498
CS0526	Towns Fund Shipley P2	4,905	0	4,905	2,500	2,349	9,597	9,598	0	0	24,100	0	0	24,100
CS0577	UKSPF hyper-local programme	309	248	557	309	140	1,350	0	0	0	1,907	0	0	1,907
CS0084	City Park	192	0	192	192	0	0	0	0	0	0	0	192	192
CS0085	City Centre Growth Zone	350	-350	0	0	0	0	0	0	0	0	0	0	0
CS0291	One City Park	15,531	0	15,531	15,350	15,281	2,902	0	0	0	3,294	15,134	5	18,433
CS0408	City Village - stage one	750	0	750	27	52	0	0	0	0	500	0	250	750
CS0228	Canal Road	100	0	100	0	0	0	0	0	0	0	0	100	100

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0172	Saltaire R/bout Cong& Safety Works	4	0	4	4	0	0	0	0	0	4	0	0	4
CS0293	West Yorks & York Transport Fund	1,509	0	1,509	1,882	1,717	12,937	0	0	89,897	104,343	0	0	104,343
CS0396	WYTF Corr Imp Projects	4,879	0	4,879	4,516	3,412	2,100	2,000	943	0	9,922	0	0	9,922
CS0512	Bradford Beck	1,441	-1,441	0	0	0	0	0	0	0	0	0	0	0
CS0306a	Strategic Transport Infrastructure Priorities	1,188	0	1,188	716	0	0	0	0	0	223	0	965	1,188
CS0323	Flood Risk Mgmt	71	0	71	206	277	0	0	0	0	71	0	0	71
CS0386	Cycling & Walking Schemes LTP3	0	0	0	17	0	0	0	0	0	0	0	0	0
CS0398	Bfd City Ctre Townscape Heritage (grants)	592	0	592	592	154	1,613	0	0	0	2,205	0	0	2,205
CS0398b	Top of Town Public Realm	1,037	0	1,037	1,037	959	0	0	0	0	0	0	1,037	1,037
CS0430	Hwys Maint Fund Oct18	97	0	97	97	98	0	0	0	0	97	0	0	97
CS0432	Steeton/Silsden Crossing	7	0	7	358	367	0	0	0	0	7	0	0	7
CS0434	Smart Street Lighting	20,710	0	20,710	10,000	11,034	5,261	2,933	0	0	0	28,904	0	28,904
CS0455	IP4 projects	511	0	511	0	251	0	0	0	0	511	0	0	511
CS0464	Ben Rhydding Railway Station Car Park	0	0	0	0	0	1,042	750	259	0	2,051	0	0	2,051
CS0467	Transforming Cities Fund (TCF)	8,120	0	8,120	24,656	17,142	0	0	0	0	6,882	0	1,238	8,120
CS0469	IP4 Safer Roads 20-21	0	0	0	39	78	0	0	0	0	0	0	0	0
CS0470	IP4 Safer Roads 21-22	601	0	601	148	30	0	0	0	0	601	0	0	601
CS0529	Safer Rds 22-23	1,652	0	1,652	175	658	1,164	1,164	1,164	0	5,144	0	0	5,144

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0562	CRSTS - Safer Roads 23/24	1,232	0	1,232	1,164	527	0	0	0	0	1,232	0	0	1,232
CS0483	Motorcycle Parking	40	0	40	40	0	0	0	0	0	40	0	0	40
CS0486	Active Travel Fund Programme	861	0	861	788	239	0	0	0	0	861	0	0	861
CS0502	Corridor Improvement Prog (CIP2)	75	0	75	500	-265	0	0	0	0	75	0	0	75
CS0477	CCTV Infrastructure	485	0	485	485	134	0	0	0	0	0	0	485	485
CS0533	UTMC – CRSTS Traffic Mgmt System	0	0	0	1,315	910	1,150	1,150	1,150	0	3,450	0	0	3,450
CS0539	Traffic Management	230	0	230	230	0	0	0	0	0	0	230	0	230
CS0542	UTMC – CRSTS Traffic Mgmt System22-23	12,423	65	12,488	13,420	11,433	10,892	10,657	10,657	0	44,694	0	0	44,694
CS0555	Moorland Restoration for Climate Emergency	250	0	250	90	8	150	0	0	0	200	0	200	400
CS0556	CRSTS - Kings Rd & Wakefield Rd	684	0	684	468	298	0	0	0	0	684	0	0	684
CS0575	City Centre Ducting	450	-150	300	450	0	450	0	0	0	0	0	750	750
CS0582	LUF2 Bus Hotspots	0	114	114	114	5	0	0	0	0	114	0	0	114
Total Place - Planning, Transportation & Highways		60,786	-1,412	59,374	65,208	49,798	36,759	18,654	14,173	89,897	184,598	29,134	5,125	218,857
Dept of Place - Clean Air Zone														
CS0471	Clean Air Zone	8,225	0	8,225	4,623	3,558	3,080	2,265	0	0	13,570	0	0	13,570

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Total Place - Clean Air Zone		8,225	0	8,225	4,623	3,558	3,080	2,265	0	0	13,570	0	0	13,570

Dept of Place - Waste, Fleet & Transport		0												
CS0060	Replacement of Vehicles	2,500	0	2,500	3,000	3,538	1,541	0	0	0	0	4,041	0	4,041
CS0517	Electric vehicles	520	0	520	0	125	355	18	0	0	0	197	696	893
CS0435	Sugden End Landfill Site	22	0	22	22	8	0	0	0	0	0	0	22	22
CS0359	Community Resilience Grant	3	0	3	3	0	0	0	0	0	3	0	0	3
CS0497	Climate Change Initiatives – Vehicles	105	0	105	0	0	0	0	0	0	105	0	0	105
CS0503	Environmental Delivery Works	22	0	22	22	15	0	0	0	0	0	0	22	22
Total Place - Waste, Fleet & Transport		3,172	0	3,172	3,047	3,685	1,896	18	0	0	108	4,238	740	5,086

Dept of Place - Sports & Culture														
CS0487	Alhambra Theatre Lift	2	0	2	2	2	0	0	0	0	0	0	2	2
CS0162	Capital Projects - Recreation	105	0	105	23	19	0	0	0	0	105	0	0	105
CS0530	LDP (Active Bradford)	358	0	358	450	382	50	0	0	0	408	0	0	408
CS0004	S106 Recreation	50	0	50	0	0	0	0	0	0	50	0	0	50

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0501	Parks Development Fund	275	0	275	100	75	0	0	0	0	275	0	0	275
CS0404	SPIP Phase 1	1,715	0	1,715	1,840	1,868	0	0	0	0	1,683	0	32	1,715
CS0576	SPIP - Phase 2	625	0	625	535	56	11,000	0	0	0	7,125	0	4,500	11,625
CS0537	Silsden Park Section 106 Projects	224	0	224	85	29	0	0	0	0	224	0	0	224
CS0489	Playable Spaces	537	0	537	705	256	1,500	1,337	1,081	0	1,035	0	3,420	4,455
CS0541	Levelling Up Parks – Grosvenor Park	85	0	85	90	77	0	0	0	0	85	0	0	85
CS0543	Corn Mill Green Improvements, Steeton	49	0	49	46	41	0	0	0	0	49	0	0	49
CS0549	Allerton Cricket Clubhouse	0	0	0	100	1	0	0	0	0	0	0	0	0
CS0560	Marley Tip Top Land Slip	500	0	500	200	32	1,000	500	0	0	0	0	2,000	2,000
CS0564	Bolton Woods Play equipment	27	0	27	27	25	0	0	0	0	27	0	0	27
CS0403	Bereavement Strategy	7,481	0	7,481	3,440	2,628	8,000	1,055	0	0	0	7,000	9,536	16,536
CS0552	New Cemetery Extension	2,565	0	2,565	1,000	264	1,000	800	0	0	0	0	4,365	4,365
CS0508	Theatres Website	45	-45	0	0	0	0	0	0	0	0	0	0	0
CS0245	Doe Park	27	0	27	27	8	0	0	0	0	27	0	0	27
CS0461	ShIPLEY Gym extension & equipment	51	-51	0	0	0	0	0	0	0	0	0	0	0
CS0572	Gym Equipment Keighley & Sedbergh	300	0	300	300	242	0	0	0	0	300	0	0	300
CS0356	Sedbergh SFIP	46	0	46	46	21	0	0	0	0	0	0	46	46
CS0354	Squire Lane	1,000	0	1,000	1,600	1,520	17,437	12,866	0	0	16,403	0	14,900	31,303

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0498	Libraries IT Infrastructure	165	0	165	25	25	0	0	0	0	0	60	105	165
CS0519	CILS Libraries	191	0	191	0	0	0	0	0	0	191	0	0	191
CS0509	Libraries (Equipment/Shelving)	21	0	21	0	0	0	0	0	0	21	0	0	21
CS0534	Libraries as Locality Hubs (LIF)	222	0	222	26	26	0	0	0	0	222	0	0	222
CS0571	Victoria Hall Seating	140	0	140	140	0	0	0	0	0	0	0	140	140
CS0545	Capitalise Items Place - sports 23-24	0	13	13	13	18	0	0	0	0	0	0	13	13
CS0578	Capitalise Items Place - libraries 23-24	0	75	75	75	0	0	0	0	0	0	0	75	75
Total Place - Sports & Culture		16,806	-8	16,798	10,895	7,615	39,987	16,558	1,081	0	28,230	7,060	39,134	74,424

Corp Resources - Estates & Property Services														
CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Invest to Save Funding	Corporate Borrowing	Budget Total
CS0333	Argus Chambers / Britannia Hse	150	0	150	0	0	0	0	0	0	0	0	150	150
CS0511	Property Programme 21-22	292	0	292	369	346	0	0	0	0	0	0	292	292
CS0528	Property Programme 22-23	2,381	0	2,381	1,650	1,031	0	0	0	0	0	0	2,381	2,381
CS0554	Property Programme 23-24	2,000	0	2,000	1,400	1,042	2,000	0	0	0	0	0	4,000	4,000
CS0460	Mitre Court CPU Property & Equip	0	0	0	0	1	0	0	0	0	0	0	0	0
CS0230	Beechgrove Allotments	0	0	0	0	0	0	148	0	0	148	0	0	148
CS0565	CILS-Allotments Refurbishment	150	0	150	0	0	0	0	0	0	150	0	0	150

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0476	Carbon and Other Mgmt. Efficiencies P2	780	0	780	400	359	500	750	0	0	0	0	2,030	2,030
CS0420	Electric vehicle charging Infrastructure (Taxi Scheme)	56	0	56	166	16	0	0	0	0	56	0	0	56
CS0495	Bradford LAD Scheme	1,835	0	1,835	1,835	1,359	0	0	0	0	1,835	0	0	1,835
CS0381	Godwin St	18,000	0	18,000	18,000	17,953	4,986	2,000	0	0	0	6,986	18,000	24,986
CS0381b	Culvert	0	0	0	30	0	0	0	0	0	0	0	0	0
CS0409	Coroner's Court and Accommodation	350	-220	130	95	115	0	0	0	0	0	0	130	130
CS0520	Regeneration Opportunity	534	0	534	228	80	5,500	4,000	2,000	0	0	0	12,034	12,034
CS0408	City Village (pre 21 St Johns St)	0	0	0	23	23	74	0	0	0	0	0	74	74
CS0573	Newhall Park – BHT site	127	0	127	127	123	0	0	0	0	0	0	127	127
CS0522	Children's Homes Capital Works	121	0	121	197	191	0	0	0	0	0	0	121	121
CS0525	Baildon Library	929	0	929	80	75	0	0	0	0	929	0	0	929
CS0445	Core IT Infrastructure	3,867	0	3,867	2,500	2,060	2,360	0	0	0	0	0	6,227	6,227
CS0551	Future Security Strategy	965	0	965	965	892	0	0	0	0	100	0	865	965
CS0378	Customer Services Strategy	50	0	50	10	0	0	0	0	0	0	0	50	50
CS0544	Capitalise Items Corporate 23-24	0	134	134	134	134	0	0	0	0	0	0	134	134
Total Corp Resources – Estates & Property Services		32,587	-86	32,501	28,209	25,799	15,420	6,898	2,000	0	3,218	6,986	46,615	56,819
Reserve Schemes & Contingencies														
CS0395z	General Contingency	235	0	235	235	0	1,000	1,000	0	0	0	0	2,235	2,235

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0397z	Property Programme	0	0	0	0	0	2,000	4,000	2,000	0	0	0	8,000	8,000
CS0399z	Strategic Acquisition	0	0	0	0	0	5,000	5,000	10,000	0	0	20,000	0	20,000
CS0400z	Keighley One Public Sector Est	0	0	0	0	0	200	400	400	0	0	1,000	0	1,000
CS0576z	Sports Pitches	0	0	0	0	0	0	2,000	6,990	3,627	10,142	589	1,886	12,617
CS0405z	City Hall	500	0	500	0	0	3,000	3,500	500	0	0	3,750	3,750	7,500
CS0408z	City Village Stage 2	0	0	0	0	0	1,925	0	0	0	0	0	1,925	1,925
CS0060z	Vehicles	0	0	0	0	0	3,000	0	0	0	0	3,000	0	3,000
CS0060zb	Electric vehicles/ New street cleansing	0	0	0	0	0	323	0	0	0	0	323	0	323
CS0472z	District Heating	0	0	0	0	0	750	750	0	0	0	0	1,500	1,500
CS0473z	Renewable Energy (Solar Farm)	0	0	0	0	0	3,000	2,000	0	0	2,000	3,000	0	5,000
CS0474z	Transforming cities fund	13,737	0	13,737	0	0	44,090	9,444	0	0	67,271	0	0	67,271
CS0484z	New Reserve	2,000	0	2,000	0	0	0	0	0	0	0	0	2,000	2,000
CS0244z	SEND	0	0	0	0	0	1,500	500	0	0	0	0	2,000	2,000
	2022-23 Schemes													
CS0060w	Vehicles	0	0	0	0	0	0	3,000	0	0	0	3,000	0	3,000
CS0395w	Contingency	0	0	0	0	0	1,000	0	0	0	0	0	1,000	1,000
CS0538w	Energy efficiency	250	0	250	0	0	500	500	500	250	0	0	2,000	2,000
	2023-24 Schemes													

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
CS0395f	Children's Residential Care	0	0	0	0	0	2,899	0	0	0	0	0	2,899	2,899
CS0395i	Inflation Contingency	350	0	350	0	0	4,000	0	0	0	0	0	4,350	4,350
CS0395j	Area office accommodation	800	-800	0	0	0	0	0	0	0	0	0	0	0
CS0395m	Bereavement Strategy – Phase 2	0	0	0	0	0	1,620	0	0	0	0	0	1,620	1,620
CS0445f	IT Programme	0	0	0	0	0	0	0	2,000	0	0	0	2,000	2,000
CS0060f	Vehicles	0	0	0	0	0	0	0	3,000	0	0	3,000	0	3,000
CS0397f	Property Programme	0	0	0	0	0	0	0	4,000	0	0	0	4,000	4,000
CS0395g	Contingency	0	0	0	0	0	0	0	1,000	0	0	0	1,000	1,000
CS0566g	City of Culture	1,000	0	1,000	500	0	1,500	500	0	0	3,000	0	0	3,000
CS0574z	New Towns Fund Keighley	0	0	0	0	0	500	1,500	1,500	6,500	10,000	0	0	10,000
2024-25 Schemes														
CS0395h	Contingency	0	0	0	0	0	0	0	0	1,000	0	0	1,000	1,000
CS0445g	IT Programme	0	0	0	0	0	0	0	0	2,000	0	0	2,000	2,000
Total - Reserve Schemes & Contingencies		18,872	-800	18,072	735	0	77,807	34,094	31,890	13,377	92,413	37,662	45,165	175,240
TOTAL - General Fund		217,707	-1,320	216,387	179,985	145,571	234,800	121,527	59,759	104,274	440,409	105,540	190,798	736,747

CS Ref	Scheme Description	2023-24 Budget	Q4 Service change	Revised 2023-24 Budget	2023-24 Forecast Spend	Spend at 29/02/24	2024-25 Budget	2025-26 Budget	2026-27 Budget	2027 onwards	Specific Grants, cap receipts, reserves	Funding		Budget Total
												Invest to Save Funding	Corporate Borrowing	
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Place - Housing Revenue Account (HRA)														
CS0237b	Keighley Rd Extra Care Fletcher Court	62	0	62	0	-182	0	0	0	0	0	0	62	62
CS0407	Property Acquisition – Local Authority Housing Fund (LAHF)	1,580	0	1,580	5,516	3,962	4,471	0	0	0	4,931	1,120	0	6,051
CS0558	HRA Disabled Adaptations	160	0	160	50	13	40	20	0	0	0	220	0	220
Total - Housing Revenue Account (HRA)		1,802	0	1,802	5,566	3,793	4,511	20	0	0	4,931	1,340	62	6,333
Reserve Schemes & Contingencies														
CS0407z	Affordable Housing	1,000	0	1,000	0	0	10,000	10,000	8,224	0	14,430	14,794	0	29,224
TOTAL - HRA		2,802	0	2,802	5,566	3,793	14,511	10,020	8,224	0	19,361	16,134	62	35,557
TOTAL - All Services		220,509	-1,320	219,189	185,551	149,364	249,311	131,547	67,983	104,274	459,770	121,674	190,860	772,304

Prudential & Treasury Management Indicators Quarter 4 2023-24 Appendix 4

It is now a requirement of the CIPFA Prudential Code that these are reported on a quarterly basis.

Prudential Indicators

Capital Expenditure

The Council has undertaken and is planning capital expenditure as summarised below.

Capital expenditure	2022-23 Actual £m	2023-24 Estimate £m	2024-25 Estimate £m	2025-26 Estimate £m	2026-27 Estimate £m	2027-28 Estimate £m
General Fund	-	216	234	122	60	104
HRA*	-	3	15	10	8	-
Total	154	219	249	132	68	104
Capitalisation direction (EFS)	-	80.0	140	106	88	52
TOTAL CAPITAL SPEND	154	299	389	238	156	156

* Separate HRA applies from 01-04-2023

Capital Financing Requirement

The Council's cumulative outstanding amount of debt finance is measured by the Capital Financing Requirement (CFR). This increases with new debt-financed capital expenditure and reduces with MRP, loan repayments and capital receipts used to replace debt. The actual CFR is calculated on an annual basis.

	2022-23 Actual £m	2023-24 Estimate £m	2024-25 Estimate £m	2025-26 Estimate £m	2026-27 Estimate £m	2027-28 Estimate £m
General Fund	-	904	1,099	1,195	1,242	1,277
HRA*	-	33	39	44	49	49
Capital Financing Requirement	769	937	1,138	1,239	1,291	1,326
Movement in CFR		168	201	101	52	35

Movement in CFR represented by

Net financing need for the year (above)		189	226	133	89	75
Less MRP/VRP and other financing movements		-21	-25	-32	-37	-40
Movement in CFR		168	201	101	52	35

The effect from the change in the accounting for leases has not yet been reflected in the CFR.

Gross Debt and the Capital Financing Requirement

Statutory guidance is that debt should remain below the capital financing requirement, except in the short term. The Council has complied and expects to continue to comply with this requirement in the medium term as is shown below.

	31/03/23 Actual £m	31/03/24 Estimate £m	31/03/25 Estimate £m	31/03/26 Estimate £m	31/03/27 Estimate £m	31/03/28 Estimate £m
Capital Financing Requirement	769	937	1,138	1,239	1,291	1,326
General Fund - Private Finance Initiative	-139	-130	-121	-111	-101	-90
External Borrowing	-465	-668	-885	-995	-1,115	-1,137
<i>Under-borrowing</i>	165	139	132	133	75	99

Treasury Indicators

Debt and the Authorised Limit and Operational Boundary

The Council is legally obliged to set an affordable borrowing limit (also termed the Authorised Limit for external debt) each year. In line with statutory guidance, a lower Operational Boundary is also set as a warning level should debt approach the limit.

	2022-23 £m	2023-24 Estimate £m	2024-25 Estimate £m	2025-26 Estimate £m
Operational boundary	840	860	1,140	1,250
Authorised limit	860	880	1,160	1,270

Since the operational boundary is a management tool for in-year monitoring it is not significant if the boundary is breached on occasions due to variations in cash flow, and this is not counted as a compliance failure. Total debt did not go above the operational boundary.

Proportion of Financing Costs to Net Revenue Stream

Although capital expenditure is not charged directly to the revenue budget, interest payable on loans and MRP are charged to revenue.

Prudential Indicators	2023-24 Budget £m	2023-24 Revised Estimate £m
Capital expenditure (Revised Q4 Budget)	219.0	186
Capital Financing Requirement (CFR)	854.0	937
Ratio of financing costs to net revenue stream	13.0%	13.1%

Maturity Structure of Borrowing

This indicator is set to control the Council's exposure to refinancing risk. The upper and lower limits on the maturity structure of all borrowing were:

Maturity structure of fixed interest rate borrowing 2023-24		
	Lower	Upper
Under 12 months	0%	20%
12 months to 2 years	0%	20%
2 years to 5 years	0%	50%
5 years to 10 years	0%	50%
10 years to 20 years	0%	90%
20 years to 30 years	20%	90%
30 years to 40 years	20%	90%
40 years to 50 years	20%	90%

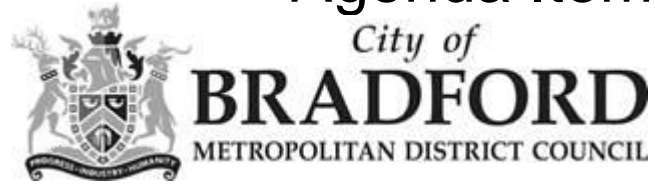
Maturity structure of variable interest rate borrowing 2023-24		
	Lower	Upper
Under 12 months	0%	20%
12 months to 2 years	0%	20%
2 years to 5 years	0%	20%
5 years to 10 years	0%	20%
10 years and over	0%	20%

Long term Treasury Management Investments

The purpose of this indicator is to control the Council’s exposure to the risk of incurring losses by seeking early repayment of its investments. The prudential limits on the long-term treasury management limits are:

£m	2022-23 £m	2023-24 £m	2024-25 £m
Principal sums invested for longer than 365 days	£20m	£20m	£20m

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Report of the Strategic Director of Adult Social Care & Health to the meeting of Executive to be held on Tuesday 9 April 2024

AZ

Subject: Review of Intermediate Care Services

Summary statement:

Intermediate care services are provided to people after leaving hospital or when they are at risk of being sent to hospital. The services offer a link between hospitals and where people normally live, and between different areas of the health and social care system – community services, hospitals, GPs, and adult social care.

The review of intermediate care is a workstream of the Bradford District & Craven Partnership's Healthy Communities Programme. A rapid review was completed in December 2022 and throughout 2023, system partners have worked together to design a blueprint to implement the review's recommendations.

This paper sets out the design for the future of sustainable intermediate care services in Bradford District and Craven, focuses on timely services in a 'home first' model of care and proposes some changes to Bradford Council's contribution to the overall model, including reducing the number of care home beds through the closure of two short-stay care facilities and increasing capacity in the council's BEST enablement care service.

EQUALITY & DIVERSITY:

A full equality impact assessment is being completed by all system partners on the wider intermediate care review and implications for patients in line with the national Home First policy which has been consulted upon by the Department for Health and Social Care. Individual equality impact assessments and local consultations have been conducted by services.

Iain MacBeath
Strategic Director, Adult Social Care & Health

Portfolio:
Healthy People and Places

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Overview & Scrutiny Area:
Health & Social Care Overview & Scrutiny
Committee

1. SUMMARY

This report sets out ambitious plans for our health and care partnership to transform intermediate care (IMC) services in Bradford District and Craven. We have drawn on our District Plan and strategies as a Health and Care Partnership; approaching this challenge as one system, committed to the sustainability of all partners.

The sustainability of our intermediate care offer and how we could maintain the performance around low delays in hospital but enhance performance around the outcomes for people when they returned home are at the forefront of the blueprint we have designed. The recommendations include disinvesting in short stay care home beds and investing in community-based enablement care services.

2. BACKGROUND

What is intermediate care?

Intermediate care is defined as ‘a range of integrated services to promote faster recovery from illness, prevent unnecessary acute hospital admission, and premature admission to long term residential care, support timely discharge from hospital, and maximize independent living’. For this report, the term ‘intermediate care services’ refers to all those services that offer special care and support, whose aim is to support people’s recovery, rehabilitation and reablement. Intermediate care can be provided to people in different places, and by a variety of professionals. Services are time-limited, normally no longer than six weeks, offered free of charge and often last as little as one or two weeks, personalised to the individual’s needs and recovery.

Models of Intermediate Care

Intermediate care is a function rather than a discrete service, so it can incorporate a wide range of different services, depending on the local context of needs and other facilities available. Four broad service models of intermediate care have evolved:

- **Bed-based services** are provided in an acute hospital ward, a community hospital, residential care home, nursing home, standalone intermediate care facility or local authority facility.
- **Community-based services** provide assessment and health and care interventions to people in their own home or in a care home where they live.
- **Crisis response services** are based in the community and are provided to people in their normal residence with the aim of avoiding hospital admissions.
- **Reablement services** are based in the community and provide assessment and interventions to people in their normal residence. These services aim to help people recover skills and confidence to live at home and maximise their independence (step up and step down from hospital).

Most of our intermediate care services are supporting people with ‘frailty’. Frailty is typically assessed in older populations. Identifying frailty in adults aged under 60 years may also have value, if it supports the delivery of timely care. The principles underpinning the design and delivery of intermediate care are:

- A more integrated approach to planning, funding, and delivery of all four models above, including shared assessments that are accepted across all services, is likely to achieve better use of resources and outcomes.

- Capacity should be planned across the whole patient flow. There should be a balance between 'step-up' services (designed to prevent hospital admissions) and 'step-down' services (to enable timely hospital discharge). Step-up capacity is essential to support admission avoidance but can come under pressure as places are filled.

What do people want?

People have the right to expect that their journey from hospital back to the place they call home will support them to be as independent as possible. If they need it, a dedicated intermediate care service will be available for them as close to them as possible, with the right environment to maximise their independence. Our focus is therefore on getting people home, or enabling them to stay at home, with the right level of care and support.

Our services will support people who would otherwise face an unnecessarily prolonged or inappropriate hospital stay. No-one should underestimate the importance of being at home. For most people being able to stay at home when we are ill, or frail is what we would truly wish. That independence, in turn, is likely to keep us as well as we can be and reduce costs to the system.

Care, when delivered at home, not only leads to better outcomes for the individual, but is also a better use of resources. Our current resources will therefore be reshaped towards more home-based, strengths-based care and support, and with less reliance and expenditure on bed-based provision.

What is national policy?

New Hospital Discharge and Community Support Guidance was issued in April 2022. There is evidence to show that patients recover better at home once their treatment in hospital is complete. Patients who stay in hospital longer than is necessary may face issues including:

- 35% of 70-year-old patients experience functional decline during hospital admission in comparison with their pre- illness baseline; for people over 90 this increases to 65%
- 48% of people over the age of 85 die within one year of hospital admission

People should not be routinely discharged to a community step-down bed simply to free an acute hospital bed, nor should they routinely be discharged to a community bed simply because home-based care is not available.

Home First / Discharge to Assess. Section 91 of the Health and Care Act 2022 came into force on 1 July 2022. It revokes procedural requirements in Schedule 3 to the Care Act 2014 that require local authorities to carry out long-term health and care needs assessments, in relevant circumstances, before a patient is discharged from hospital.

Section 91 is defined as 'Where people who are clinically optimised and do not require an acute hospital bed but may still require care, services are provided with short-term, funded support to be discharged to their own home (where appropriate) or another community setting. Assessment for longer-term care and support needs is then undertaken in the most appropriate setting and at the right time for the person'.

Support services should be time limited – up to 6 weeks. In the best systems, the average appears to be 2 weeks. Assessment for long-term care needs is then undertaken when the actual level of care required can be more accurately assessed. Discharging people to the most appropriate place to meet their needs requires active risk management across organisations to always reach a reasonable balance between safety, and independence.

What services do we currently have in Bradford District?

A summary of the services available across our District can be found at Appendix A.

These include:

- 161 short-stay beds in community hospitals or local authority care homes
- 155 'virtual ward' beds to provide clinical intervention in their own home
- 2-hour urgent community response to avoid hospital admission
- BEST enablement service for up to 160 people at any one time
- Multi-Agency Support Team (MAST) in Emergency Departments
- Multi-Agency Integrated Discharge Teams (MAIDT) in our hospitals

For intermediate care to work effectively, the NHS and Bradford Council need to jointly commission a combined set of services, into which people can be placed to support their recovery back at home. This requires a common understanding of the services commissioned; the likely demand on those services, and the outcomes that those services are achieving in relation to helping older people return home.

Performance

Bradford adult social care performs well in having a low number of older people permanently admitted into care homes from hospital. But Bradford does not perform as well in terms of the number of people who receive intermediate care who are still at home 91 days after their hospital stay. This is likely to be because we have not been targeting intermediate care most effectively and have been using intermediate care beds to discharge people quickly as a staging post to permanent care home beds. This will change with our new care pathway design.

How do we compare?

In comparison to West Yorkshire, Bradford District and Craven (BDC) has a high level of Intermediate Care services across all four models listed above, as well as a wide-ranging supporting infrastructure. Bradford Council's in-house reablement offer (BEST) is comprehensive and operating effectively at reducing delays to transfers of care and keeping people out of hospital. Our neighbours visit us to see the 'Bradford model' with a view to replicating many of our arrangements.

Our neighbouring Partnerships have a mixed model of NHS, Local Authority or jointly funded bed provision. All areas are looking to reduce their reliance on bedded facilities in favour of integrated community services. Leeds has just completed the diagnostic phase of an intermediate care redesign programme, with the aim to keep more people at home and reduce reliance on bed-based care.

Wakefield has developed a capacity and demand model, using information to unlock transformation. Wakefield (population 350,000) aims to have 48-68 beds at the end of transition to a new model, double the current number. The Partnership also needs

to double community reablement capacity, with a view to releasing the equivalent of 65 beds (through people having a reduced length of stay / no admission to hospital).

The National Audit for Intermediate Care (2018) states that the mean number of beds per 100,000 population was 23 in BDC in December 2023. Excluding the population of Craven this means:

- Population registered with a Bradford district GP: 600,000
- Number of community beds for our population against this mean =138
- Current beds (NHS = 69 and Social Care = 179 exc. 5 long stays) = 248

As a system, we had 110 beds more than might be expected prior to the closure of Woodward Court and the mothballing of Norman Lodge and Thompson Court local authority short-stay care homes. Closing / mothballing these beds has reduced our bed-base by 105 beds.

Bradford District and Craven Health and Care Partnership performs well in terms of not having people still in hospital when they are fit to be discharged. The community teams are able to 'pull' people out of hospital to home. The admission prevention work, which will also reduce pressure on beds, is less easy to quantify.

3. OTHER CONSIDERATIONS

The key principle of a local Intermediate Care offer is for partners to jointly plan and deliver discharge and recovery services from acute hospitals and community rehabilitation settings that are affordable within existing budgets available to NHS commissioners and local authorities. People should be discharged to the right place, at the right time and with the right support that maximises their independence and leads to the best possible sustainable outcomes.

As the concept and delivery of Intermediate Care has evolved over time, there is no commonality of approach or single operating model nationally. The design of Intermediate Care at a local level is often the result of local estate and staffing arrangements, funding settlements and ad-hoc innovation. In most cases it has not been grounded in a local needs analysis.

Factors underpinning effective cooperation across the NHS, social care, and the voluntary sector include:

- strong relationships and trust between colleagues across different sectors;
- a shared understanding of the problems of delayed discharge and the benefits that successful discharge can yield; and
- collaborative working to design, test and iterate new approaches.
- Bradford district and Craven emerges as an innovative exemplar site, demonstrating continuous improvement in relation to how we work together as a health and care partnership.

Opportunities and way forward

Strategic direction: our intermediate care function should be managed in an integrated way. Integration can and should exist at several levels – strategic, operational and performance management. Partners should consider how capacity across the system is being used to support people in their own homes and consider how resources can be best used to support this, strongly promoting and implementing a ‘home first’ model as the default goal.

The Partnership has established a significant domiciliary care reablement offer. A range of telehealth, telemedicine and telecare including equipment to support people at home. There are opportunities to build on this successful model of technology enabled care. The Partnership was highly bed reliant as a model. The discharge process exposes the interdependence of hospital performance on community care, social care, and the voluntary sector – underscoring the need to invest in those services, and their critical importance for NHS recovery.

The Partnership has trialled reducing the current bed base to a level more in line with the national average through the mothballing of facilities with no great detriment to system performance.

Commissioning of services

The Partnership should consider formalising the integrated commissioning of services to work as joined up operating models, with a view to reducing admissions to hospitals and reducing costs to the system overall. This includes mechanisms that support clear planning, delivery, and monitoring of the effectiveness of local discharge and recovery, rehabilitation and reablement arrangements.

Better Care Fund

A single pot of money is key to removing unhelpful organisational and individual behaviours in the system because it shifts the focus from a question over who is paying to asking, ‘how do we best support the person?’ This ultimately leads to delivering better outcomes that cost less overall. The alternative is that we will see an expansion of investment in hospital beds to accommodate ever-increasing demand in the system - but the trade-off will be that fewer people are successfully supported at home or in their communities.

The proposed shift of culture to a reablement focused system, discharging patients in a timely manner to regain their independence in the community, is our recommended way forward. We will shorten the length of time before people’s first review at home to optimise their care pathway. The impact of this would be to reduce the length of stay in hospital, prevent associated deterioration, prevent the use of discharge to assess beds and support the older population to remain well and in their own homes rather than accessing long term care.

Delivery

The role of social care is to seek the best outcomes for the person. Not to reduce delays at the expense of poorer outcomes for people. During the pandemic, the focus was on moving as many people as possible out of hospital as quickly as possible. The emphasis may have shifted to an expectation to continue to expedite

discharge to clear a bed rather than the person needing a spell in bedded or community enabled care. Discharge to Assess should be implemented in ways that are true to the original aims of the Discharge to Assess approach and not used as a shorthand for any attempt to speed up hospital discharge.

Our Blueprint

In the context of financial challenges facing both health and care partners, and evolving models of best practice, we know we need to reduce, stop, and/or change our offer. In Bradford District and Craven, we are fortunate to have all the component parts to develop and deliver a comprehensive intermediate care offer.

As a Partnership we will re-model the following Intermediate Care Services into a comprehensive, affordable, offer:

- Accommodation-based Council and NHS bedded services (now 82 short-stay council beds over two sites and 71 NHS community beds over 4 sites);
- Community-based services, including the Virtual Wards (155 beds by March 2024), Crisis Response Services, and BEST Reablement Services; and
- A more comprehensive statutory and VCSE infrastructure that supports people being discharged from our hospitals with a range of support needs, and admission avoidance, keeping people well at home.

Our approach is 'Home First', providing people with support at home or intermediate care. Wherever possible, people will be supported to return to their home for assessment to avoid the over-prescription of care. Going home is the default pathway (with alternative pathways for people who cannot go straight home).

4. FINANCIAL & RESOURCE APPRAISAL

One catalyst for the review of intermediate care was the identified over-provision of short-stay care homes beds funded by the local authority, which is unusual and has become financially unsustainable for Bradford Council. Provision of such a high number of beds was also counter to the national strategy of 'Home First'.

The short-stay care facility at Woodward Court in Allerton was mothballed in February 2023 after problems with the fabric of the building. The Council's Executive agreed to close this facility in April 2023. System partners agreed to the mothballing of Thompson Court care facility in Crossflatts from January 2024 due to under-occupancy, to see if the system could cope with a smaller number of beds. This does not appear to have affected performance around the requirement for short-stay beds.

Due to positive changes made to other care pathways since then to enable 'Home First', occupancy at Norman Lodge care facility in Odsal has dropped to around 50% of available beds so partners agreed to the mothballing of that facility to assess system resilience. It closed to new admissions from 19 February and system performance is manageable with few people waiting for onward care packages.

The two-remaining short-stay care facilities operated by the council will be Valley View Court, Oakworth and Beckfield, Bolton Woods Road totalling 85 beds. This is close to the national average and will be funded from within the Better Care Fund.

The decision to close Woodward Court and the recommendation to permanently close Thompson Court and Norman Lodge will save approximately £4.1m in 2024-25 from the adult social care budget and will be used to mitigate existing departmental budget pressures. In 2026/27, an estimated £1.1m budget will be required to fund the new Saltaire Care Facility capital scheme, exclusive of the current revenue budget for Beckfield, which will close once Saltaire is operational. The table below shows the breakdown of the revenue saving from the closed homes.

Closed In-House Residential Homes

	2024/25	2025/26	2026/27	2027/28
<u>Expenditure</u>	£000s	£000s	£000s	£000s
Employees	4,960	4,960	4,960	4,960
Premises	56	56	56	56
Transport	3	3	3	3
Supplies & Services	57	57	57	57
Total Revenue Expenditure	5,076	5,076	5,076	5,076
<u>Income</u>				
Total Revenue Income	-217	-217	-217	-217
Net Financial Impact	4,859	4,859	4,859	4,859
Additional costs associated with Supernumerary Staff	759	759	0	0
Further Budget Required for Saltaire Scheme (Estimate)	0	0	1,100	1,100
Revised Financial Impact (Saving)	4,100	4,100	3,759	3,759

The above financial saving does not take into account additional savings within Corporate Services related to premises, utility and catering associated with the closure of the three residential homes. The table below shows the revenue expenditure budget for the remaining two homes (Valley View and Beckfield), which will be fully funded from the existing resources (Better Care Fund). The calculations assume Saltaire residential home will open 2026/27.

Remaining In-House Residential Homes

	2024/25	2025/26	2026/27	2027/28
<u>Expenditure</u>	£000s	£000s	£000s	£000s
Employees	4,644	4,644	5,764	5,764
Premises	46	46	57	57
Transport	3	3	3	3
Supplies & Services	47	47	54	54
Total Revenue Expenditure	4,741	4,741	5,878	5,878
<u>Income</u>				
Total Revenue Income	-694	-694	-738	-738
Net Financial Impact	4,047	4,047	5,140	5,140

5. RISK MANAGEMENT AND GOVERNANCE ISSUES

Given the gradual reduction in short-stay beds across the system and corresponding changes to discharge pathways out of our two hospitals in order to assess performance and resilience, there are no significant risks arising out of the implementation of the proposed recommendations.

6. LEGAL APPRAISAL

The Council has various duties under the Care Act 2014 which the Directorate believes that these proposals comply with. Under S3 1)A local authority must exercise its functions under this Part with a view to ensuring the integration of care and support provision with health provision. It is believed that these proposals will assist in this duty.

Under S5 Promoting diversity and quality in provision of services (1)A local authority must promote the efficient and effective operation of a market in services for meeting care and support needs with a view to ensuring that any person in its area wishing to access services in the market (a)has a variety of providers to choose from who (taken together) provide a variety of services; (b)has a variety of high-quality services to choose from. It is not believed that the “mothballing” of resources referred to will breach this duty as there is a choice of alternative provisions within the Borough.

Finally, it has a duty under S18 to meet needs for care and support. It is understood that those individuals referred to in paragraph 4 of the report will have their needs for care and support met by alternative provisions.

7. OTHER IMPLICATIONS

7.1 SUSTAINABILITY IMPLICATIONS

- Other than a smaller and more efficient buildings estate there are no other sustainability implications from these recommendations.

7.2 TACKLING THE CLIMATE EMERGENCY IMPLICATIONS

- These recommendations should result in a less buildings-based offer and with improvements to the efficiency of the council’s buildings estate.

7.3 COMMUNITY SAFETY IMPLICATIONS

- There are no community safety implications from these recommendations.

7.4 HUMAN RIGHTS ACT

- Any decisions taken around people’s hospital discharges and onward services are taken alongside people with their allocated social care practitioners with full adherence to humans right legislation and mental capacity law.

7.5 TRADE UNIONS

Staff from Woodward Court and Thompson Court were offered reasonable comparable alternative job roles within Bradford Council with no compulsory redundancies. We are now endeavouring to offer staff at Norman Lodge the same, though roles may not be completely comparable, and this may not be possible for all staff. We have therefore issued Unions with a Section 188 notice in case we are not able to find suitable alternatives and/or redundancies are necessary. We have worked closely with trade unions and staff groups to communicate and find collective solutions.

7.6 WARD IMPLICATIONS

- Local members have been made aware of these changes.

7.7 AREA COMMITTEE LOCALITY PLAN IMPLICATIONS

- There are no implications for locality plans.

7.8 IMPLICATIONS FOR CHILDREN AND YOUNG PEOPLE

There are no implications for children and young people.

7.9 ISSUES ARISING FROM PRIVACY IMPACT ASSESMENT

There are no data protection and information security matters arising from these recommendations.

8. NOT FOR PUBLICATION DOCUMENTS

- Not applicable.

9. RECOMMENDATIONS

- Members are asked to comment and agree the blueprint for intermediate care in Bradford District and Craven.
- Members are asked to agree the permanent closure of Thompson Court Care Facility in Crossflatts and Norman Lodge Care Facility in Odsal.

10. APPENDICES

- Appendix A – Local Intermediate Care Delivery Model

11. BACKGROUND DOCUMENTS

[Hospital Discharge and Community Support Guidance 2022](#)

APPENDIX A

Local intermediate care delivery model

This section considers a long list of local services across the four types of intermediate care to give an overview of the delivery model in use (in line with the broad models on page 2).

1. Bed-based services (161 short stay beds)

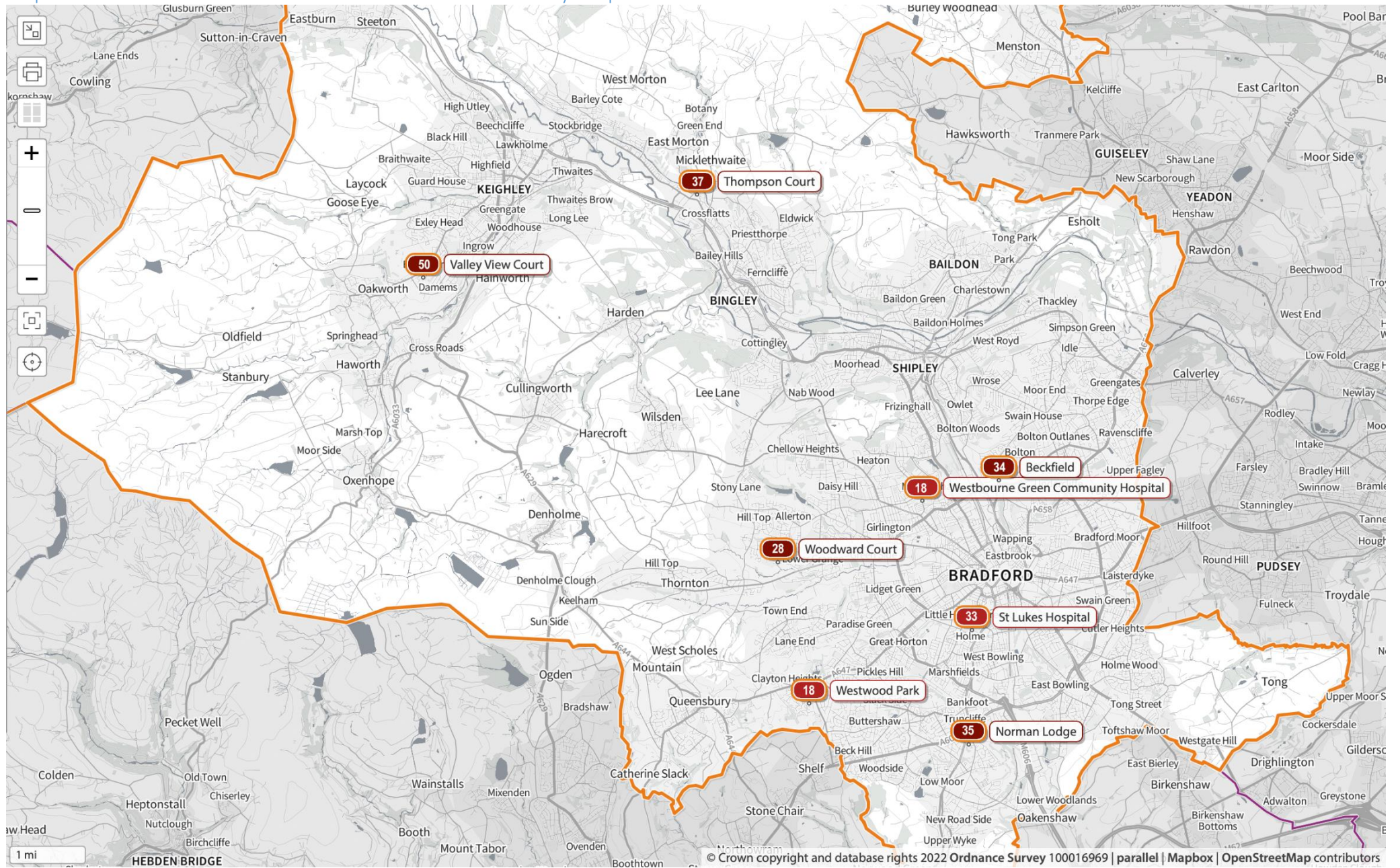
Definition: service is provided within an acute hospital, community hospital, residential care home, nursing home, standalone intermediate care facility, independent sector facility, Local Authority facility or other bed-based setting.

Table: Bradford district and Craven Intermediate care beds

Provider	Unit Name	Location	Maximum no. beds	
			Short stay	Long stay
ANHSFT TOTAL Castleberg			10	0
BTHFT	St Luke's Hospital	BD5 ONA Little Horton	33	0
	Westbourne Green	BD8 8RA Heaton	18	0
	Westwood Park	BD6 3NL Queensbury	18	0
BTHFT TOTAL			69	0
CBMDC	Beckfield	BD2 4BN Bolton	34	0
	Norman Lodge*	BD6 1EX Odsal	35	0
	Thompson Court*	BD16 2EP Bingley	36	0
	Valley View Court	BD22 7NU Oakworth	48	2
CBMDC TOTAL			82	2
BDC HCP TOTAL			161	2

*Beds at Thompson Court and Norman Lodge were mothballed from January 2024 and April 2024 respectively as new community-based processes were implemented to get people 'Home First'.

Map: CBMDC bedded units and Bradford district NHS Community Hospitals



2. Community-based services

Definition: community-based services provided to service users in their own home / care home with a focus on rehabilitation. Predominantly staffed by health professionals.

Bradford Elderly ‘Virtual Ward’

There are 155 virtual ‘beds’, known as a Virtual Ward, across Bradford district (75 Frailty, 50 Multi-Specialty, 30 Tech Enabled). This includes step-up and step-down pathways, which predominantly deliver care, support, and interventions to people with frailty. A Virtual Ward is a safe and efficient alternative to NHS bedded care that is enabled by technology. Virtual Wards support people who would otherwise be in hospital to receive the acute care, monitoring, and treatment they need in their own home. This includes either preventing avoidable admissions into hospital or supporting early discharge out of hospital.

The service delivers face to face care in a patient’s own home. This enables patients to be discharged home quickly once reviewed on the elderly assessment ward, meaning that medical, nursing and therapy programmes can start at home within 2 hours of discharge. This multidisciplinary team (MDT) approach also supports admission avoidance. Patients are assessed in community by primary care staff, via 111, via ambulance crews or in the emergency department. Once referred a patient is reviewed at home within 2 hours. A plan of care may include a medical plan, the prescribing of medication, point of contact blood testing, reablement and a therapy plan.

Airedale and Craven Community Collaborative Teams ANHSFT

The Community Collaborative Teams (CCTs) aim to prevent avoidable admission to hospital and facilitate an early discharge. The service provides intermediate care in patient’s homes and within inpatient assessment beds located at Castleberg Hospital. Staff working within the CCT include Advanced Clinical Practitioners, Urgent Community Response Practitioners, Nurses, Physiotherapists, Occupational Therapists, Mental Health Nurses, Assistant Practitioners, Social Workers, Voluntary and Community Services and Community Support Workers. The team work closely with Primary Care, Yorkshire Ambulance Service and Community Matrons, along with other community services.

3. Crisis Response services

Definition: assessment and short-term interventions to avoid hospital admission

2-hour Urgent Community Response

Urgent Community Response (UCR) is the collective name for services that improve the quality and capacity of care for people through delivery of urgent, crisis response care within two-hours and/or reablement care responses within two-days. A two-hour response is typically required when a person is at risk of admission (or re-admission) to hospital due to a ‘crisis’ and it is likely they will

attend hospital within the following 0-to-24-hour period, without intervention to prevent further deterioration and where the response can keep the person safe at home/usual place of residence. The two-hour crisis response standard is designed to reduce avoidable hospital admissions.

The Elderly Virtual Ward and the CCTs deliver our 2-hour UCR service in partnership with Bradford Council and North Yorkshire County Council. In Bradford, BDCFT unplanned care team also pick up catheter care, diabetes care and end of life support as services that are not provided by the Elderly Virtual Ward. Bradford Council provides the Bradford Enablement Support Team (BEST), which works in collaboration with the Elderly Virtual Ward services to deliver the social care elements.

BEST Rapid Response

The service provides short term support to people who cannot easily care for themselves, because they are ill or disabled, with an aim to help people to maintain their independence and stay in their own home. The BEST 2-hour social care service includes a falls response service as being part of the integrated community response service. Additional equipment and training for lifting people who have fallen is used by BEST teams and care homes to reduce the need for conveyance to hospital by ambulance.

MAST – Multi-Agency Support Team

The MAST team is a team of VCS organisations based across both hospitals delivering interventions and health messaging in Emergency Departments (ED) and across some wards to support the health system and provide support around the some of the identified ‘pressure points’ in the system. The team works across the ED and wards as appropriate identifying patients at all stages of their admissions from triage to the ward who would benefit from a mental health, older person’s services, or alcohol interventions.

MAST links into existing community resources in localities, including social prescribing. MAST includes Home from Hospital, supported discharge, alcohol support workers, Mental Health peer support workers and Age UK support workers.

4. Reablement services

Definition: Community-based services provided to service users in their own home / care home with a focus on reablement. Predominantly staffed by care professionals.

The Bradford Enablement Support Team (BEST)

Bradford Enablement and Support Team (also known as Bradford Home Support) is registered to provide personal care and support to people at home. The service provides short term support to people when they are discharged from hospital or in response to a social care crisis. Because of the type of service, the numbers of people supported can vary from day to day and at any given time the service supports around 150 - 200 people, allocated to community teams by resource planners.

On the day of visiting the service the caseload was 198 people. New packages are reviewed by an Enablement Coordinator at 72 hours. All staff delivering 'daily cares' have smart phones and a roll out of high-specification tablet devices is underway.

Home Support Reviewing Team

The HSRT was established within BEST following a pilot in 2018, to regularly review packages of care and, where possible, reduce the level of care required. The teamwork with independent providers of home support to enable them to continue supporting people when their needs change either after a stay in hospital or in their place of residence. The HSRT hold a caseload of c350 cases at any one time and continue an overview of enablement packages brokered to the independent sector. The HSRT can complete Fast Track checklists and have an agreed pathway to screen and refer for CHC assessment with the Decision Support Tool (DST) completed by a Social Worker.

6. Supporting Infrastructure

This section outlines the wider services supporting admission avoidance and discharge.

Multi Agency Integrated Discharge Team (MAIDT) ANHSFT and BTHFT

The MAIDT (Hospital Discharge Team) in both hospitals are multi-agency teams operating a discharge to assess model 7 days a week. The MAIDT brings together dedicated health and social care professionals and members of the voluntary and community sector (VCS) who work to ensure patients with complex needs can be discharged from our hospitals on the correct pathway in a safe and timely way. Transfers take place every day. At ANHSFT, complex referrals are escalated via the Multi-Agency Referral Hub (MARH).

Intermediate Care Hub BTHFT

The Intermediate Care Hub receives referrals from primary care, Yorkshire Ambulance Service, the Emergency Department and Same Day Emergency Care for people who require an immediate MDT approach to their care. The step-up model operates 7 days a week for people aged over 65 where there is a sudden change in a person's needs/functioning, or they are unwell and the level of health and social care or support cannot be met by community health services. The discharge to assess model reviews people within 2 hours offering a comprehensive geriatric assessment and point of care diagnostics. A Rapid Response social care package and 'Just checking' installation can be used to enable improved safety.

Bradford Council Bed Bureau

The Bed Bureau aims to enable more effective and efficient discharge of patients particularly to support discharge planning around complex cases. It is used to manage everyday flow and performance management, facilitating 50-90 discharge packages per week and 40-90 reviews. BEST and Trusted Assessors are moving to a stand-alone system 'APC' that will allow staff to log 'live'

data, see the full-service user record, access training, and inform planning and monitoring of service delivery and outcomes.

Residential and Nursing Home beds

Local Authority	Homes	Maximum beds	Occupied	Admittable
Bradford	113	3,922	3,125	639
Craven	18	583	476	73
Total	133	4,505	3,601	712

Note: beds may not be admittable for a variety of reasons. Source Capacity Tracker 18/11/22

On average, homes are at 80% capacity and have been for the last few years. This is slightly less for Older People, with mental health / physical disability / learning disability slightly higher. The national Capacity Tracker provides a breakdown by home but is only as good as information provided by homes in terms of an accurate day to day picture.

Digital Care Hub including Immediate, MyCare24 and Goldline

The Immediate Hub is available to all care homes (including Bradford Council bedded units), providing access to advice and support to homes as well as for individual patients, often with a variety of long-term conditions. The team has full access to service users' care records, allowing them to give comprehensive clinical assessments, guidance on condition management, and ongoing monitoring. In addition, an Immediate Portal allows GP practices and other community clinicians direct access to care homes through the telemedicine laptop, enabling proactive ward rounds and triage/assessment using high-definition video.

MyCare24 COPD

MyCare24 provides proactive monitoring and support service for people with moderate/severe/very severe Chronic Obstructive Pulmonary Disease supporting 6,000 patients with COPD. People on the caseload have access to a 24-hour support team that can be contacted remotely should a person find it difficult to manage their health condition at home.

Goldline

Goldline is a nurse-led, 24/7 telephone and video consultation service. Goldline provides a dedicated single point of contact for patients who are on the nationally recognised Gold Standards Framework (GSF). The GSF offers gold standard care for people with a serious illness who may be in their last year of life. The service has been specifically designed to help GSF patients live as well as possible before they die. Current case load of around 2,231 patients a year and handling over 1,200 calls per month.

Safe and Sound

Safe and Sound supports technology enabled care. The team can put a person in contact with friends or family in an emergency or send the Rapid Response team to help and assist. The response team will assess a situation, take the appropriate action, and advise what needs to be done should something happen at home, such as a fall. Safe and Sound is a combination of what was previously known as Careline and Telecare. It is 24 hours a day, 7 days a week, 365 days a year service.

Enhanced Health in Care Homes (EHCH) Direct Enhanced Service (DES)

The EHCH model moves away from traditional reactive models of care delivery towards proactive care that is centred on the needs of individual residents. A care home premium set at national level is paid to Primary Care Networks for each care home bed in its catchment (Appendix C). All CBMDC beds have additional GP practice support.

Home Care

Home care is the range of services put in place to support an individual to live independently in their own home and is available to those that require additional support with day-to-day household tasks, personal care or any other activity that allows them to maintain their quality of life and independent living. Locally, the majority is provided by the private sector or, for a short-term period, by BEST. Home Care commissioned by Bradford Council includes:

- 82 home support providers in the district;
- 50 of which CBMDC regularly contract packages of care with; and
- 2,674 service users currently receiving 48,595 hours.

Approximately 5,000 staff are delivering home support services.

Trusted Assessors

A Trusted Assessor carries out 'Home First' short term support assessments of hospital patients to consider what the patient's needs are to allow them to go home, to a care home or to a council bedded facility. The Trusted Assessor Model is based on having a dedicated person, trusted by care homes and all agencies, who is wholly focused on carrying out hospital-based assessments. Using trusted assessors to carry out a holistic assessment of need avoids duplication and speeds up response times so that people can be discharged in a safe and timely way. They make clear and transparent recommendations and proposals as to the future destination of care in the best interests of the person following the completion of an assessment. Trusted Assessors are based in both local hospitals reaching into wards.

Home from Hospital

The Home from Hospital team is part of Carers' Resource, supporting people when they return home from hospital or are at risk of hospital admission. The service makes sure people have everything they need to stay well and independent, regain confidence and re-adjust to living at home, and avoid a return to hospital. The service offers flexible weekly visits to give emotional support and help with a variety of tasks such as finding solutions for shopping, providing nutritional information, help with benefits, form filling, reducing social isolation and promoting self-care. The service supports up to 90 people per month post discharge.

Bradford and Airedale Community Equipment Service (BACES)

BACES is a formal partnership arrangement between Bradford Council and the ICB. The service provides a wide and varied range of nursing and 'aids to daily living' equipment e.g., profiling beds, hoists, specialist mattresses, commodes etc. to help support people leaving hospital following discharge, or to prevent a hospital admission.

BRICSS (Bradford Respite and Intermediate Care Support Service)

BRICSS was established to address the complex medical and social care needs of homeless people being discharged from hospital and prevent the 'revolving door' of admissions. The service helps people who are leaving hospital, and have nowhere safe to live, access short term reablement or supported housing. Clinical care is provided by Bevan GP practice.

ASIST – Alcohol Specialist Intervention Support Team (Bradford Royal Infirmary)

The ASIST role is performed by a team of specialist alcohol support workers, who liaise closely with the MAST, Psychiatric Liaison Nurses (PLN), and staff on the wards at BRI.

The focus of the ASIST role is to deliver timely, motivational interventions at the bedside to patients admitted to hospital for alcohol related reasons. The ASIST service has an initial focus on harm reduction, to help the people to reduce their alcohol consumption or achieve abstinence to minimise hospital admissions. The service aims to reduce admissions with a goal of no readmissions within the 6 months following engagement with the service.

Hospices

There are two hospices in the area, Marie Curie Hospice (Barkerend) and Sue Ryder Manorlands Hospice (Oxenhope). They offer services including inpatient care; day services; community services and rehabilitation. Hospices provide care for people from the point at which their illness is diagnosed as terminal to the end of their life, however long that may be.

Carers Resource

Carers' Resource supports unpaid carers. A carer is anyone who looks after a family member,

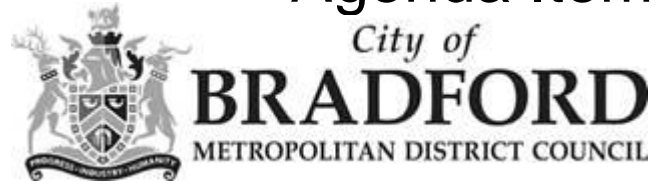
friend, or neighbour who, due to disability, physical or mental health condition, illness, frailty, or addiction, cannot cope without their support. The service provides information, advice, and support to carers, to the people they care for and to professionals who work with them.

A significant reason for readmission to hospital within 91 days is 'carer strain'. A pilot is underway whereby the Carer's Assessment is delegated to Carers Resource and then recorded. Taking a strengths-based approach, the person then becomes a 'supported carer', with links to Carer Navigators.

Wellbeing Hubs

Wellbeing hubs have been established provided managed by the VCS Alliance in six areas across Bradford district and Craven. A referral pathway via MAST is established which includes Emergency Departments and those on Pathway 0. The Wellbeing Hubs link with existing family hubs and safer places (mental health alternative crisis services) in communities.

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Report of the Strategic Director, Place to the meeting of the Executive to be held on 9th April 2024

BA

Subject:

Bradford Community Infrastructure Levy (CIL) – Allocation of funds to support the expansion of health provision in Burley in Wharfedale.

Summary statement:

The Council resolved at the meeting of Executive on 13 July 2023 to be minded to allocate £400,000 from the Bradford Community Infrastructure Levy (CIL), towards the costs of the construction of an extension of Grange Road GP Surgery Burley in Wharfedale, in order, to increase capacity of the practice. This was subject to the need for a further report to Executive to formally allocate the funds which were conditional on the receipt of CIL from the Sun Lane housing development and a funding agreement between the Council and the surgery.

This report confirms receipt of the first phase of funds from the development and a draft funding agreement has been prepared with the surgery and their lenders. The report recommends that the Council formally allocate the £400,000 to the Surgery in line with the funding agreement to support the delivery of the extension.

EQUALITY & DIVERSITY:

The proposed use of CIL will support the provision of a number of infrastructure and services including education, open space and public realm which will have benefits for local communities and users. The recommendations themselves do not have any direct negative impacts on protected characteristic groups. Individual projects which these financial contributions support will be subject to separate consideration of equalities as part of scheme development and implementation in line with Equalities duty.

Richard Hollinson, Assistant Director
(Planning, Transportation and Highways)

Portfolio:

Regeneration, Planning and Transport

Report Contact: Michala Bartle
Planning Obligations Monitoring Officer
Phone: (01274) 432522
E-mail: michala.bartle@bradford.gov.uk

Overview & Scrutiny Area:

Regeneration and Environment

1. SUMMARY

- 1.1 The Council resolved at the meeting of Executive on 13 July 2023 to be minded to allocate £400,000 from the Bradford Community Infrastructure Levy (CIL), towards the costs of the construction of an extension of Grange Road GP Surgery Burley in Wharfedale, in order, to increase capacity of the practice. This was subject to the need for a further report to Executive to formally allocate the funds which were conditional on the receipt of CIL from the Sun Lane housing development and a funding agreement between the Council and the surgery.
- 1.2 This report confirms receipt of the first phase of funds from the development and a draft funding agreement has been prepared with the surgery and their lenders. The report recommends that the Council formally allocate the £400,000 to the Surgery in line with the funding agreement to support the delivery of the extension.

2. BACKGROUND

- 2.1 The District CIL was adopted by Full Council on 21 March 2017, and the charges were implemented from 1st July 2017. The process for the collection, spending and reporting of CIL monies must be transparent and undertaken in line with the requirements set out in the CIL Regulations.
- 2.2 The report to the Governance and Audit Committee on 28 February 2017, sets out the governance arrangements for allocating, spending and reporting on the Bradford CIL. This resolved that CIL receipts will be directed into two main funding streams; a CIL Strategic Fund and a Neighbourhood CIL Fund. The Council will retain 5% of the total CIL receipts collected to cover administration and implementation costs.
- 2.3 The Council reports annually to Executive in July on the amount of CIL collected in the previous financial year and sets out the proposed allocation of the funds. The report to the 13th July 2023 meeting of Executive considered a specific request from the Grange Park GP Surgery to provide £400, 000 toward to cost of the extension to the surgery to meet the needs of the community and that of the future residents of new housing development which will take place in the coming years. The report set out in section 3 the details of the request and provided in Appendix 2 further details as submitted by the Surgery.
- 2.4 The request is linked directly to the planning permission for a residential development of 475 dwellings, granted at Land at Sun Lane and Ilkley Road, Burley in Wharfedale. The development will be constructed over nine phases with each phase having its own CIL liability to be paid when it commences. In total the development will generate a CIL payment of £5,641,305.69.
- 2.5 Three of the nine phases have commenced and the CIL liability for those three phases totals £2,132,026.22. Each phase will pay their individual liability in four equal instalments spanning a two-year period. This is in line with the CIL instalments policy. The first instalments are due September 2023 with subsequent instalments due at six-month intervals.

2.6 Senior officers have been approached by Grange Park Surgery, Burley in Wharfedale to request a CIL allocation to help fund an extension to their practice. The extension is required to help meet demand from the new housing development.

2.7 The Executive resolved that:

(6) That, at the July 2024 Executive, the Executive agrees to consider a further report prepared by the Strategic Director in consultation with Portfolio Holder on whether or not to allocate a maximum of £400,000.00 from the Sun Lane CIL payments to help fund the extension works to the Grange Park Surgery in Burley in Wharfedale. The allocation will be subject, amongst any other matters deemed necessary by the Council, to the following conditions:

- 1. That the Grange Park Surgery enter a funding agreement with BMDC setting out the process for drawing down the CIL funding, the return of unspent money and the arrangement for returning the monies should the Surgery cease to exist this may include placing a legal charge on the property. Bradford Council reserve the right to include other matters in any such funding agreement.**
- 2. That the Grange Park Surgery only request CIL funding once the funds raised by personal loans have been exhausted.**
- 3. All requests for CIL funding to be drawn down must be supported by evidence of spend.**
- 4. In the event that planning permission for the extension is not secured, or is secured but fails to commence and therefore expires, the CIL allocation will not be allocated to the Surgery for use on other projects. The CIL allocation is only to assist in the extension development once the appropriate planning permission has been secured.**

2.8 Following the July Executive the Council has received the CIL funds from the Sun Lane Development linked to the first phases.

2.9 The Council has drafted a funding agreement with engagement with the Surgery, together with their lender and NHS Health and Care Partnership which will support the use of the allocated funding to support the total costs of the extension. The balance of the required funds is to be provided by the Surgery.

2.10 The Surgery has planning permission for the extension and has engaged a builder through a design and build contract to take forward the scheme to implementation.

- 2.11 The draft funding agreement is contained in Appendix 1. This sets out the approach to making the funding available and safeguarding of the public funds. The payments are linked to those of the lender and a build programme which is regularly monitored. This is a change to the approach agreed at Executive in July 2023 which under (2) saw CIL as the last source of funding. The report recommends that a change to the approach is approved which allows the CIL grant funding to be released in advance in tranches based on the construction plan for the extension alongside the personal loans secured by the Surgery.

3. OTHER CONSIDERATIONS

- 3.1 The CIL allocation and spend will be monitored and reported in the annual Infrastructure Funding Statement.

4. FINANCIAL & RESOURCE APPRAISAL

- 4.1 The proposed allocation was considered by Executive in July 2023 and allocated subject to the funds being paid by the developer and a further report to Executive. The Council has now received the initial payments linked to the first phases of development which are sufficient to cover the proposed allocation.
- 4.2 The funding agreement sets out the key controls for making the funds available and monitoring progress.
- 4.3 The implementation and monitoring of the spend with the Surgery will be undertaken within the service as part of the regular CIL implementation function which is supported by an annual contribution from CIL.

5. RISK MANAGEMENT AND GOVERNANCE ISSUES

- 5.1 The collection, spend and reporting of CIL is governed by legislation set out in the Planning Act 2008 (as amended by the Localism Act 2011) and the CIL Regulations 2010 (as amended). If the Council does not follow appropriate governance arrangements for collecting, spending and monitoring CIL consistent with the CIL Regulations then the Council runs the risk of challenge over the use of CIL monies being upheld.
- 5.2 The report to the Governance and Audit Committee on 28 February 2017 sets out the governance arrangements for allocating, spending and reporting on CIL.
- 5.3 The allocation of the funds is linked to a funding agreement which sets out the key conditions for the spend, to ensure the good use of public funds and compliance with the appropriate use of CIL.
- 5.4 The funding agreement has been drafted to ensure appropriate use of public funds and protect the Council. The funding agreement has been drafted in consultation with all of the key parties.

6. LEGAL APPRAISAL

- 6.1 The adopted Bradford CIL Charging Schedule has been prepared and implemented in line with the appropriate, legislation (UK and EU), regulations and guidance.
- 6.2 The process for implementing the CIL Charging Schedule and spending CIL monies is set out in the CIL Regulations 2010 (together with subsequent amends). From April 2015 the CIL regulations introduced restrictions on the use of S106 Agreements to secure infrastructure, commonly referred to as the “Pooling” restrictions (these restrictions were removed in September 2019). If the Council does not follow appropriate governance and spending arrangements consistent with the CIL Regulations, then the Council runs the risk of challenge over the use of CIL monies.
- 6.3 The allocation of the funds meets the requirements of legislation and regulations which support the use of CIL for infrastructure.

7. OTHER IMPLICATIONS

7.1 SUSTAINABILITY IMPLICATIONS

The CIL will support the delivery of infrastructure and sustainable development across the district and help to mitigate the impacts arising from of growth. The allocation of CIL to the Surgery supports the expansion of local facilities alongside the new development and minimises the need for the community to travel to other facilities further away.

7.2 TACKLING THE CLIMATE EMERGENCY IMPLICATIONS

None

7.3 COMMUNITY SAFETY IMPLICATIONS

None

7.4 HUMAN RIGHTS ACT

These issues have been considered and no implications have been identified.

7.5 TRADE UNION

None

7.6 WARD IMPLICATIONS

The allocation supports the expansion of the facility within Burley in Wharfedale which supports the communities within the Wharfedale ward.

7.7 AREA COMMITTEE ACTION PLAN IMPLICATIONS

None

7.8 IMPLICATIONS FOR CORPORATE PARENTING

None

7.9 ISSUES ARISING FROM PRIVACY IMPACT ASSESMENT

None

8. NOT FOR PUBLICATION DOCUMENTS

None

9. OPTIONS

- 9.1 The CIL is a key part of the delivery of the Council Plan priorities and can be spent on any infrastructure priority. This report recommends the investment of the CIL to support expansion of existing health provision in Burley in Wharfedale to allow it to meet both current pressures but also that from new development which will increase the population in the area.
- 9.2 Option 1: Approve allocation of the CIL funds to The Surgery on the basis of the draft funding agreement in Appendix 1. This allows for release of CIL funds alongside the private funding with appropriate controls monitoring spend and release of funds linked to the agree build out schedule.
- 9.3 The allocation of the CIL reflects appropriate use of such funds and directs the funding from the local site back into the community.
- 9.4 Option 2: Do not approve CIL funds to the Surgery.
- 9.5 The CIL Fund may be allocated to alternative infrastructure priorities but the lack of funding would risk the expansion of health provision in the locality in line with the expectations of national policy and guidance which supports investment in such infrastructure linked to new development.
- 9.6 Option 3: Approve the allocation of CIL in line with original Executive resolution.
- 9.7 The CIL allocation would only be used the once the funds raised by personal loans have been exhausted, as set out in the July 2023 Executive report and the associated resolutions (see extract at paragraph 2.4 above).
- 9.8 The Executive is recommended to follow option 1 as this supports the delivery of the new facility with appropriate controls over the use of public funds.

10. RECOMMENDATIONS

Recommended -

- 10.1 That the Executive approves the allocation of £400,000 from CIL to the Grange Park Surgery, Burley in Wharfedale
- 10.2 The allocation be made available in line with the mechanism set out within the draft funding agreement which allows staged draw down linked to the construction plan
- 10.3 That the implementation of the funding agreement and any variation required is delegated to the Strategic Director (Place) in consultation with the Interim Director of Legal and Governance, Section 151 Officer and the Portfolio Holder.

11. APPENDICES

Appendix 1: Draft Funding Agreement with Grange Park Surgery, Burley in Wharfedale

12. BACKGROUND DOCUMENTS

- Bradford District CIL Charging Schedule (2017)
- Report 'Governance Arrangements for the Bradford CIL Charging Schedule' to the Governance and Audit Committee on 28 February 2017
- Report K to Executive 13th July 2023

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Dated

2024

- (1) City of Bradford Metropolitan District Council
- (2) [Names of surgery partners]

Grant Agreement

Relating to Extension Works at Grange Park Surgery, Grange Road, Burley in Wharfedale, Ilkley, West Yorkshire LS29 7HG.

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DRAFT

Parties:

- (1) City of Bradford Metropolitan District Council of City Hall, Bradford, BD1 1HY (the "Council") and
- (2) **Names of Partners acting as agents for the Surgery Partnership**, of Grange Park Surgery, Grange Road, Burley in Wharfedale, Ilkley, West Yorkshire LS29 7HG together the "Recipient").

Introduction

- A The Council has identified the Recipient's Project as a project which it will support under the Planning Act 2008 section 216 and regulation 59 of the Community Infrastructure Levy Regulations 2010 ("the CIL") as amended from time to time in relation to the Sun Lane Development.
- B The Council has therefore agreed to make the Grant to the Recipient to enable it to carry out the Project.
- C This grant agreement (the "Agreement" or "Grant Agreement") sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- D The Recipient is required to comply with these terms and conditions in order to ensure that the Grant is used for the purpose for which it was awarded and no other purpose.

Agreed terms

1 Definitions

Bribery Act the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Commencement Date [DN: INSERT DATE];

Council's Representative the individual who has been nominated to represent the Council for the purposes of this Grant Agreement in accordance with clause 29.1;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulations ((EU) 016/679); the Data Protection Act 2018 (and regulations made thereunder) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the Data Protection, Privacy and Electronic Communications

(Amendments etc.) (EU Exit) Regulations 2019/419; and the guidance and codes of practice issued by the Information Commissioner or other regulatory authority from time to time;

Clawback	means the repayment of the Grant to which the Council is entitled in accordance with clause 7 (Clawback) of this Agreement;
Completion Date	means the date when the Project is completed, and a completion certificate issued by the Council's Building Control Service or other approved person;
Confidential Information	any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and contractors of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation;
Council's Representative	the individual who has been nominated to represent the Council for the purposes of this Grant Agreement in accordance with clause 29.1;
Disposal	means the sale, let or other disposal of the Grant Recipient's interest in the Property and the words Dispose and Disposed shall be construed in line with this;
Grant	the sum of £400,000 to be paid to the Recipient in accordance with this Grant Agreement;
Grant Period	the period for which the Grant is awarded starting on the Commencement Date and ending on the expiry of the legal restriction specified in Clause 4.2;
Intellectual Property Rights	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
Know-How	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or

requirements of any regulatory body with which the Recipient or the Council is bound to comply;

- Losses** all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses);
- Parties** the Recipient and the Council and Party shall be construed accordingly;
- Planning Permission** the planning permission for the Project reference number 22/03411/FUL | Construction of two storey extension and reconfigured car park, access and landscape | Grange Park Surgery Grange Road Burley in Wharfedale Ilkley West Yorkshire LS29 7HG;
- Prohibited Act**
- (a) offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing any action in relation the obtaining of execution of the agreement or any other Grant Agreement with the Council;
 - (b) showing, or forbearing to show, favour or disfavour to any person in relation to any person in relation to this Council or any other agreement with the Council or if any like acts shall have been done by any person employed by the Recipient, or acting on the Recipient's behalf (whether with or without the knowledge of the Recipient);
 - (c) in relation to any Grant Agreement with the Council the Recipient, or any person employed by the Recipient, or acting on the Recipient's behalf commits any offence under the Bribery Act 2010 or any amendment to it;
 - (d) gives any fee or reward the receipt of which is an offence under section 117 (2) of the Local Government Act 1972;
 - (e) The Recipient warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Recipient or on the Recipient's behalf;
 - (f) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the

obtaining or performance of this Grant Agreement or any other Grant Agreement with the Council; or

- (ii) for showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other Grant Agreement with the Council;
- (g) entering into this Grant Agreement or any other grant agreement with the Council in connection with which commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant grant agreement is entered into particulars of any such commission and of the terms and conditions of any such Grant Agreement for the payment thereof have been disclosed in writing to the Council;
- (h) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under Law creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Grant Agreement or any other grant agreement with the Council; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Council; or defrauding or attempting to defraud or conspiring to defraud the Council;

Project has the meaning set out in Schedule 1 to this Grant Agreement;

Recipient Personnel all employees, workers, staff, agents, consultants and any sub-contractor of the Recipient engaged in the provision of the Project at any time;

Recipient's Representative the individual who has been nominated to represent the Recipient for the purposes of this Grant Agreement in accordance with clause 30.1;

Relevant Requirements all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

Request for Information a request for information or an apparent request for information under the FOIA or the EIR;

2 Interpretation

In this Grant Agreement unless the context otherwise requires:

- 2.1 headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Grant Agreement;
- 2.2 all references to clauses and Schedules are references to the clauses of and the schedules to this Grant Agreement unless otherwise stated;
- 2.3 the Schedules form part of this Grant Agreement;
- 2.4 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, documents or other instrument as amended, supplemented, substituted, novated or assigned from time to time;
- 2.5 all references to any statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other sub-ordinate legislation made under the relevant statute or statutory provision;
- 2.6 words importing the singular include the plural and vice versa;
- 2.7 words importing a gender include all genders;
- 2.8 "person" includes an individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

- 2.9 the words "include" and "including" are to be construed without limitation and the rule of construction known as ejusdem generis shall not apply to this Grant Agreement;
- 2.10 references to sub-contractors shall be to sub-contractors of any tier;
- 2.11 any obligation on a party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 2.12 subject to any express provisions of this Grant Agreement to the contrary, the obligations of any party are to be performed at that party's own expense.

3 Grant Period

- 3.1 The Grant shall be accepted by the Recipient within 3 (three) months of offer by the Council, and the Project must be commenced within 6 (six) months of offer. If the Recipient does not accept and/or commence work on the Project within these timescales the Council shall have the right to withdraw the Grant.
- 3.2 Except where otherwise specified, the terms of this Grant Agreement shall apply from the date of this Grant Agreement until the expiry of the legal restriction referred to in Clause 4.2. (Grant Period.)
- 3.3 Any obligations under this Grant Agreement that remain unfulfilled following the expiry or termination of the Grant Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

4 Payment of Grant

- 4.1 Subject to clauses 4.2, 4.2 and 4.24 the Council shall pay the Grant to the Recipient in accordance with Schedule 2, provided that the necessary funds from the CIL are available to the Council when payment falls due. The Recipient therefore agrees that payment of the Grant can only be made to the extent that the Council has available funds.
- 4.2 No Grant shall be paid unless and until the Recipient has provided to the Council evidence of planning permission having been obtained for the Project, the Recipient has confirmed it will comply with all planning conditions in connection with the planning permission, the Recipient has agreed with the Council to enter into a legal restriction over the Property in the form set out in Schedule 5, to the effect that no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the Department of Place Planning, Transportation and Highways Team or their Lawyer in the PCD team of City of Bradford Council, City Hall, Third Floor, Room 304, City Hall, Bradford, BD1 1HY quoting Sun Lane CIL, such legal restriction to remain in place for ten years after the Completion Date, and the Recipient has provided confirmation to the Council of funding from their lender and the Integrated Care Board (ICB) and the schedule of those payments.
- 4.3 Before any Grant is paid, the Council must be satisfied (in its absolute discretion) that such payment will be used for proper expenditure in the

delivery of the Project. No Grant shall be paid unless the Council is satisfied that the Project will be delivered in accordance with the terms of this Grant Agreement.

- 4.4 The Council shall not be obliged to increase the amount of the Grant in any circumstances, including the event of overspend by the Recipient in the delivery of the Project.
- 4.5 The Grant shall be paid into an ordinary business bank account of the Recipient and must at all times be able to be clearly identified and auditable as Grant funds held separate to the Recipient's other funds. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 4.6 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 4.7 The Recipient acknowledges and agrees that it shall repay to the Council any money incorrectly paid to it by the Council for any reason, including (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient. Any such repayment shall be made by the Recipient within 10 working days of it becoming aware of the incorrect payment.
- 4.8 Following the final payment of the Grant under this agreement, the Council shall not be obliged to provide any additional funding to the Recipient for any purpose.

5 Purpose of Grant

- 5.1 The Grant is made by the Council to the Recipient for the purposes of delivering the Project in accordance with the terms and conditions of this Grant agreement.
- 5.2 The Recipient shall not use the Grant for any purpose other than the Project without the prior written agreement of the Council.
- 5.3 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

6 Withholding, Suspending and Repayment of Grant

- 6.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 6.1.1 planning permission for the Project is not obtained by the Grant Applicant;
 - 6.1.2 the legal restriction on the Property referred to in Clause 4.2 is not completed;

- 6.1.3 the Recipient uses the Grant for purposes other than those for which they have been awarded;
- 6.1.4 the delivery of the Project does not start prior to the expiry of the Planning Permission on 17th October 2025, the Planning Permission has therefore expired and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- 6.1.5 the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- 6.1.6 the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- 6.1.7 the Recipient obtains duplicate funding from a third party for the Project in addition to the funding from the Council and the Integrated Care Board referred to in this Agreement;
- 6.1.8 the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- 6.1.9 the Recipient provides the Council with any materially misleading or inaccurate information;
- 6.1.10 the Recipient has failed to comply with any of its obligations under this Grant Agreement which is not capable of remedy;
- 6.1.11 the Recipient commits or committed a Prohibited Act;
- 6.1.12 the Recipient, or any Recipient Personnel has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- 6.1.13 whilst the legal restriction referred to in Clause 4.2 applies, the Property is no longer used as a doctor's surgery or the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 6.1.14 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 6.1.15 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement which is capable of remedy and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

6.1.16 the Parties are unable to resolve a Dispute between them in accordance with clause 28 (Dispute Resolution).

6.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Grant Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

7 Clawback

7.1 In the event that the Property is Disposed of within the term of the legal restriction, the Council shall apply Clawback to the Grant on a sliding scale to be calculated in accordance with this clause 7.

7.2 Repayment of the Grant shall be made by the Grant Recipient on or as soon as possible after a Disposal of the Property has been completed.

7.3 The sums repayable will be capped in relation to the number of years to have elapsed since the Completion Date, to a limit of ten years, as follows:

Years elapsed	Percentage value of Grant subject to Clawback
0-6	Up to 100
6-7	Up to 90
7-8	Up to 70
8-9	Up to 50
9-10	Up to 30

8 Recipient Responsibilities

- 8.1 The Grant shall be used by the Recipient for the delivery of the Project, as described at Schedule 1 (the “Project”). The Recipient shall not use the Grant to:
- 8.1.1 make any payment to members of staff of the Recipient;
 - 8.1.2 spend any part of the Grant on the delivery of the Project after the end of the Grant Period; or
 - 8.1.3 apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Grant Agreement.
 - 8.1.4 fund any other project other than the Project described at Schedule 1.
- unless this has first been approved in writing by the Council.
- 8.2 The recipient shall:
- 8.2.1 Repay any part of the grant which is not required by the Recipient for the purposes of the Project to the Council.
- 8.3 Any costs and liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient.
- 8.4 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Grant Agreement.
- 8.5 The Recipient is required to consult with the Council in the event that a change is proposed to any of the following:
- 8.5.1 The Project, which means it cannot continue to the approved plans and requires a revised planning application.
 - 8.5.2 The construction plan for the Project.

9 Law

9.1 The Recipient must comply and secure compliance with this Grant Agreement and the Recipient hereby warrants that it shall not act or omit to act in any way that may cause the Recipient or the Council to breach any legislation or regulations.

9.2 Further to clause 9.1 the Recipient acknowledges that the Project must comply with applicable Law relating to its application.

10 Recipient Warranties and Undertakings

10.1 The Recipient warrants and represents to the Council that on the date hereof:

10.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;

10.1.2 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Grant Agreement;

10.1.3 it shall at all times comply with all relevant Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such Law, codes or recommendations;

10.1.4 following receipt of the Grant it will have all necessary resources and expertise to deliver the Project;

10.1.5 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Grant Agreement; and

10.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

10.1.7 all relevant financial and other information concerning the Recipient has been disclosed to the Council and is to the best of the Recipient's knowledge and belief is true and accurate;

10.1.8 since the date of its last accounts there has been no material change in its financial position or prospects.

10.1.9 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

10.1.10 all action necessary on the part of the Recipient to authorise the execution of and the performance of its obligations under this Grant Agreement has been taken or;

- 10.1.11 the obligations expressed to be assumed by the Recipient under this Grant Agreement are legal, valid, binding and enforceable to the extent permitted by Law and is in the proper form for enforcement in England;
 - 10.1.12 it has not committed, and will not commit, and shall procure that the Recipient Personnel have not committed and shall not commit any Prohibited Act;
 - 10.1.13 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - 10.1.14 the execution, delivery and performance by it of this Project does not contravene any provision of:
 - (a) any existing Law either in force, or enacted but not yet in force binding on the Recipient;
 - (b) the Partnership Agreement of the Recipient;
 - (c) any order or decree of any court or arbitrator which is binding on the Recipient; or
 - (d) any obligation which is binding upon the Recipient or upon any of its assets or revenues;
 - 10.1.15 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Recipient, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues; and
 - 10.1.16 it has not paid commission or agreed to pay any commission to any employee, agent, sub-contractor, officer or member of the Council either directly or through another on its behalf; and the Council relies upon such warranties and representations.
- 10.2 The Recipient warrants and undertakes to the Council that for so long as this Grant Agreement remains in full force:
- 10.2.1 it will upon becoming aware that any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or relevant council may be threatened or pending and immediately after the commencement thereof (or within twenty (20) Business Days of becoming aware the same may be threatened or pending or with twenty (20) Business Days after the commencement thereof where the litigation or arbitration or administrative or adjudication or mediation proceedings is against a sub-contractor) give the Council notice of all such litigation, arbitration, administrative or adjudication or mediation proceedings which would adversely affect, to an extent which is material in the context of the delivery of the Services, the

Recipient's ability to perform its obligations under this Grant Agreement;

10.2.2 it will not without the prior written consent of the Council (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend or otherwise dispose of the whole or any part of its business or assets which would materially affect the ability of the Recipient to carry out the Project;

10.2.3 it will not cease to be resident in the United Kingdom or transfer in whole or in part its undertaking, business or trade outside the United Kingdom;

10.3 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Recipient in this Grant Agreement are cumulative and none shall be given a limited construction by reference to any other.

11 Termination

The Council may terminate this Grant Agreement and any future Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason. If any Grant payments payable in arrears are outstanding to the Recipient during the notice period, the Council shall terminate those payments in its absolute discretion.

12 Insurance

12.1 The Recipient shall take out and maintain with a reputable insurance underwriter or companies a policy or policies of insurance which are adequate to cover its liability under the terms of the Grant Agreement; and any other insurances required in order to comply with the Law for the duration of the Grant Period. These insurances must be effective in each case not later than the date on which the relevant risk commences.

12.2 The insurances referred to in this clause 12 shall include but not be limited to the following, in each case for any one occurrence or series of occurrences arising out of one event:

12.2.1 Professional Indemnity Insurance to the value of £2m

12.2.2 Employers' Liability Insurance to the value of £5m

12.2.3 Public Liability Insurance to the value of £10m

12.2.4 A policy of insurance against all reasonable risks for the Property and any materials and goods used in the Project, for the full value of the Property following the completion of the Project. This shall be held jointly by the Recipient and its contractor for the Project unless the Council agrees otherwise in writing.

12.3 Any sums received as a result of an insurance claim must be used to reinstate the Property or replace any of the Project goods and materials unless the Council either:

- (a) agree otherwise in writing; or
- (b) determine, in their opinion, that reinstatement/replacement is not reasonably practical;

in which case the Grant Recipient shall be required to first use the insurance sums to repay the Grant that it has already received from the Council.

12.4 The Recipient shall provide to the Council on request, copies of all insurance policies referred to in this clause 12 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

12.5 The Recipient shall not take any action or fail to take any reasonable action, or permit anything to occur, which would entitle any insurer to refuse to pay any claim under any insurance policy referred to in clause 12.

13 Limitation on liability

13.1 Neither Party excludes or limits liability to the other Party for:

- 13.1.1 death or personal injury;
- 13.1.2 fraud; or
- 13.1.3 fraudulent misrepresentation.

13.2 The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.

13.3 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.

13.4 Subject to clause 13.1, the Council's liability under this Grant Agreement is limited to the amount of the Grant.

14 IPR

14.1 All Intellectual Property Rights

- 14.1.1 owned by the Council before the Commencement Date or developed by the Council during the Grant Period shall remain the property of the Council; and

- 14.1.2 owned by the Recipient before the Commencement Date shall remain the property of the Recipient.
- 14.1.3 developed or created by the Recipient during the Grant Period that relate to the Project shall belong to the Council.
- 14.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo) the Recipient shall cease to use such Intellectual Property Rights immediately upon termination of this Grant Agreement and shall either return or destroy such Intellectual Property Rights as requested by the Council.
- 14.3 The Recipient acknowledges and agrees that all rights, titles and interests in or to any information, documents, procedures, technology, Know-How, reports or any other Intellectual Property Rights developed or created by the Recipient during the Grant Period shall belong to the Council.

15 Freedom of Information and confidentiality

- 15.1 Subject to clause 15.2 below, each party shall during the Grant Period of this Grant Agreement keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it by the other party as a result of this Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Grant Agreement or save as expressly authorised in writing.
- 15.2 Nothing in this clause 15.2 shall prevent either party from disclosing Confidential Information where:
 - 15.2.1 it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, to its professional advisors or insurers.
 - 15.2.2 at the time of disclosure the information which is disclosed is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Grant Agreement by the receiving party;
 - 15.2.3 the information is already known to the receiving party at the time (as evidenced by the written records of the receiving party) of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - 15.2.4 at any time after the date of this Grant Agreement the information is acquired by the receiving party from a third party having the right to disclose at the same time to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 15.3 The Recipient acknowledges that the Council is subject to the Freedom of Information Act 2000 (“FOIA”) and the Environmental Impact Regulations 2004 (“EIR”) and the Recipient notes and acknowledges the FOIA, the EIR and

the Local Government Transparency Code (“Codes of Practice”) under section 45 and 46 of the FOIA. The Recipient will act in accordance with the FOIA, the EIR and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Recipient from time to time) to the extent that they apply to the Recipient’s obligations under this Grant Agreement.

15.4 The Recipient agrees that:

15.4.1 without prejudice to the generality of clause 15.3, the provisions of this clause 15.4 are subject to the obligations and commitments of the Council under the FOIA and the Codes of Practice issued under section 45 and 46 of the FOIA.

15.4.2 where it considers that any information should not be available for disclosure, it will:

- (a) identify it specifically; and
- (b) explain the grounds for exemption from disclosure and the time period applicable to that sensitivity.

15.5 All decisions regarding disclosure of information following a Request For Information will be made at the sole discretion of the Council. The Recipient acknowledges that, even where the Recipient has indicated that information is commercially sensitive, the Council may be required to disclose it under the FOIA or EIA, with or without consulting the Recipient and although the Council will use reasonable endeavours to consult with the Recipient prior to any disclosure, the Council shall not be under any further obligation to consult the Recipient prior to disclosure.

15.6 The Recipient shall transfer to the Council any Request for Information it should receive, as soon as practicable after receipt and in any event within five (5) Business Days of receiving a Request for Information.

15.7 Where the Council is managing a request as referred to in clause 15.6 the Recipient shall co-operate with the Council and shall respond together with copies of any documentation so requested within five (5) Business Days of any request by it for assistance.

16 Data Protection Legislation

The Recipient must comply at all times with the Data Protection Legislation and shall not perform its obligations under this Grant Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation and shall ensure that appropriate processes are in place to protect the privacy of all personal identifiable information and prevent data breaches.

17 Bribery and Fraud

- 17.1 The Recipient represents and warrants that neither it, nor to the best of its knowledge any Recipient Personnel, have at any time prior to the Commencement Date:
- 17.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 17.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or grant agreements on the grounds of a Prohibited Act.
- 17.2 The Recipient shall not during the term of this Grant Agreement:
- 17.2.1 commit a Prohibited Act; and/or
 - 17.2.2 do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 17.3 The Recipient shall during the term of this Grant Agreement:
- 17.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - 17.3.2 keep appropriate records of its compliance with its obligations under clause 17.3.1 and make such records available to the Council on request.
- 17.4 The Recipient shall immediately notify the Council in writing if it becomes aware of any breach of clause 17.1 and/or 17.2, or has reason to believe that it has or any of the Recipient Personnel have:
- 17.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 17.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 17.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Grant Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Grant Agreement has committed or attempted to commit a Prohibited Act.
- 17.5 If the Recipient makes a notification to the Council pursuant to clause 17.4, the Recipient shall respond promptly to the Council's enquiries, co-operate

with any investigation, and allow the Council to review any documents, records and/or any other relevant documentation in accordance with clause 23.4.

17.6 If the Recipient is in breach of clauses 17.3.1 and/or 17.2, the Council may by notice:

17.6.1 require the Recipient to remove from performance of this Grant Agreement any Staff whose acts or omissions have caused the breach;
or

17.6.2 immediately terminate this Grant Agreement.

17.7 Any notice served by the Council under clause 17.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Grant Agreement shall terminate).

18 Discrimination

18.1 The Recipient acknowledges the Council's obligations under equality Law and agrees to perform its obligations under this Grant Agreement, and agrees to procure that any Recipient Personnel shall perform their obligations in relation to the Project with regard to:

18.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

18.1.2 the Council's equality and diversity policy as updated from time to time; and

18.1.3 the Equality and Human Rights Commission's Code of Practice in Employment as updated from time to time;

18.1.4 Any other relevant statutory code of practice in relation to equalities legislation or and prevention of discrimination in the workplace.

18.1.5 any other requirements and instructions which the Council imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law or under the Council's own policies or rules; and

18.2 The Recipient shall take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

18.3 The Recipient shall provide to the Council such information as the Council may require within 10 days of receipt of a request from the Council.

18.4 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with equality Law which causes or may cause the Council to be in breach of its

obligations under equality Law the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.10

19 Human rights

- 19.1 The Recipient shall, and shall procure that the Recipient Personnel shall at all times comply with the provisions of the Human Rights Act 1998 (the “HRA 1998”) in the performance of the Project.
- 19.2 The Recipient shall undertake or refrain from undertaking, and shall procure that the Recipient Personnel shall undertake or refrain from undertaking, such acts as the Council requests in order to enable the Council to comply with its obligations under the HRA 1998.
- 19.3 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with the provisions of the HRA 1998 which causes or may cause the Council to be in breach of its obligations under the HRA 1998 the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.10
- 19.4 The Recipient shall indemnify the Council against any loss or liability (including any interest, penalties or costs incurred) which arises as a result of a breach by the Recipient of its obligations under this clause 19.

20 Conflict of interest

- 20.1 The Recipient acknowledges and agrees that no Conflict of Interest exists between the Recipient and or any Recipient sub-contractor and the Council at the date stated on the face of this Grant Agreement. In the event that the Recipient becomes aware of a Conflict of Interest between its own interests or those of a Recipient sub-contractor and the Council, it shall notify the Council of the full details of any such Conflict of Interest immediately.
- 20.2 The Council reserves the right to terminate this agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a Conflict of Interest between itself and the Recipient or a Recipient sub-contractor.

21 Assignment/novation

- 21.1 The Recipient shall not assign, novate, or otherwise transfer its rights and obligations under this Grant Agreement in whole or in part except with the prior written consent of the Council.

22 Monitoring and Reporting

- 22.1 The Recipient shall:
 - 22.1.1 monitor the delivery and success of the Project throughout the Grant Period to ensure the aims and objectives of the Project are being met

and that the Recipient is complying with the terms and conditions of this Grant Agreement.

- 22.1.2 provide the Council with a financial report (which must include evidence that the Fund is being maintained as required by this Grant Agreement) and an operational report on its use of the Grant and delivery of the Project every 2 months and a final report upon completion of the Project in such formats as the Council may reasonably require. The operational report shall contain the information set out at Schedule 3. The Recipient shall provide the Council with each report within 14 days of the last day of the month to which it relates.
- 22.1.3 on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Agreement.
- 22.1.4 provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed and if the Project has not been successfully and properly completed the final report shall explain why.
- 22.2 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 22.3 The Council may monitor the performance of the Project by the Recipient and the Recipient shall co-operate with the Council in carrying out such monitoring as the Council considers necessary at no additional cost to the Council.
- 22.4 The Recipient acknowledges and agrees it shall permit the Council (and any person authorised by the Council) reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 22.5 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its absolute discretion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

23 Accounts and Records

- 23.1 The Recipient shall:
 - 23.1.1 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
 - 23.1.2 Maintain detailed records relating to the performance of its obligations under this Grant Agreement;

- 23.1.3 provide such access as the Council may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this clause 23;
- 23.2 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 23.3 The Recipient shall keep all relevant documents in relation to its expenditure of the Grant, including without limitation invoices, receipts, and accounts and any other relevant documents for a period of at least twelve (12) years following receipt of any Grant monies to which they relate.
- 23.4 Following a request by the Council, the Recipient shall permit the Council to review the Recipient's accounts and records that relate to the expenditure of the Grant and the Council shall have the right to take copies of such accounts and records.
- 23.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.
- 23.6 The Recipient must provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

24 Assistance in legal proceedings

- 24.1 The Recipient shall, when reasonably requested to do so by the Council, provide all information that is relevant to the performance of its obligations under this Recipient to the Council free of charge in connection with any actual or expected legal proceedings in which the Council is or may be involved or any relevant internal disciplinary hearing at the Council.
- 24.2 The Recipient shall ensure that its servants, employees, agents, sub-contractors, professional advisors and consultants are available to be interviewed in connection with or to give evidence in relation to such proceedings or hearings.
- 24.3 In circumstances where:
- 24.3.1 it is reported that a Loss (incurred by any person or body) has either been caused by or has been contributed to by an act or omission on the part of the Recipient; and
- 24.3.2 the Council decides to, in light of such finding, make a payment to or provide some other benefit to such person or body;

then the Recipient shall either reimburse the Council the amount of any such payment or pay to the Council the reasonable cost of any such benefit as is applicable and proportionate to the act or omission of the Recipient. The Recipient may also deduct any such amounts from any payment otherwise due to the Recipient under this Grant Agreement.

25 Council's obligations/fettering discretion

- 25.1 Save as otherwise expressly provided, the obligations of the Council under this Grant Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in this Grant Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under this Council (howsoever arising) on the part of the Council to the Recipient.

26 Canvassing

The Recipient warrants that, up until the date of this Grant Agreement, it has not directly or indirectly canvassed any member, official or employee of the Council or their advisers in relation to this Grant Agreement or its subject matter.

27 Public Relations and Publicity

- 27.1 The Recipient shall not make any announcement (including advertisements) or publish any document or make any communication whether written or oral in relation to the Grant or the Council in any way without obtaining the prior approval of the Council.
- 27.2 The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any public communications about the Project. Such acknowledgements shall include the name and logo of the Council (or any future name or logo adopted by the Council) using the logos as provided by the Council to the recipient from time to time.
- 27.3 The Council may from time-to-time request that the Recipient shall participate in and co-operate with promotional activities relating to the Project organised or instigated by the Council and the Recipient shall comply with such requests.
- 27.4 The Council may acknowledge the Recipient's involvement in the Project without prior notice.
- 27.5 The Recipient shall ensure that Recipient Personnel, professional advisors and consultants comply with the provisions of this clause 277.
- 27.6 In circumstances where an announcement is required by Law, any governmental or regulatory Council, or by any court or other competent Council, the Recipient shall notify the Council as soon as is reasonably practicable in accordance with the provisions of this Grant Agreement. The Recipient shall use reasonable endeavours to agree the content of the announcement with the Council before making it.
- 27.7 The provisions of this clause 27 shall apply throughout the duration of this Grant Agreement and indefinitely beyond either its expiry or termination.

28 Dispute resolution

- 28.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute (a "Dispute") between them arising out of or in connection with the

Grant Agreement within ten (10) Business Days of either Party notifying the other of the dispute.

28.2 In the event that the Dispute cannot be resolved within in ten(10) Business Days of notification being provided the Parties shall escalate the dispute to the Finance Director/Chief Executive of the Council and the [Managing Director/Chief Executive] (or equivalent) of the Recipient.

28.3 In the event that the parties cannot reach agreement in relation to a Dispute following the procedure set out at clauses 28.1 and 28.2 the Council shall be entitled to terminate this agreement immediately by notice in writing to the Recipient and the Grant shall be repaid to the Council by the Recipient.

29 Council's Representative

29.1 The Council will appoint an individual who will act as the Council's Representative and who shall be responsible for operational matters:

Michala Bartle

30 Recipient's Representative

30.1 The Recipient will appoint an individual who will act as the Recipient's Representative and who shall be responsible for the following matters:

[DN: INSERT MATTERS WHICH WILL BE THE RESPONSIBILITY OF THE RECIPIENT'S REPRESENTATIVE]

31 Notices

31.1 A notice (or any other communication) from one party to the other under or in connection with this Grant Agreement shall be:

31.1.1 in writing;

31.1.2 signed on behalf of the Party giving it;

31.1.3 marked for the attention of the Council's Representative; or

31.1.4 marked for the attention of [DN: INSERT NAME OF RECIPIENT PARTY WHO WILL BE RESPONSIBLE FOR THE MANAGEMENT OF THE GRANT]

31.1.5 sent by a delivery method listed in clause 31.2

31.2 The table below sets out the delivery methods by which a notice (or any other communication) in connection with this Grant Agreement may be sent as well as the corresponding dates and times of deemed delivery that shall apply:

Delivery Method	Deemed Delivery
By hand	On signature of a delivery receipt.

By pre-paid first class post, recorded delivery or other next Business Day delivery service	At 09:00 on the second Business Day after posting.
By fax	At the point of transmission or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.
By document exchange (DX)	At 09:00 on the second Business Day after being put into the DX.
By electronic mail	Save for when returned as undelivered, either at the time of sending or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.

31.3 All references to the time of deemed delivery is to local time in the place of deemed receipt.

31.4 This clause shall not apply to the service of proceedings or any other document in connection with any legal action or, if applicable, in connection with any other method of dispute resolution.

32 Survival of termination

32.1 On termination or expiry of this Grant Agreement, the following clauses shall continue in force: clause 7; clause 8; clause 9; clause 10; clause 11; clause 12; clause 13; clause 14; clause 15; clause 16; clause 18; clause 19; clause 24; clause 27.

33 Severability

33.1 If any term, condition or provision of this Grant Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions or any other documents referred to in this Grant Agreement.

34 No Agency

34.1 Nothing in this Grant Agreement shall be construed as creating a partnership or as a contract of employment between the Council and the Recipient.

34.2 Save as expressly provided otherwise in this Grant Agreement, the Recipient shall not be, or be deemed to be, an agent of the Council and the Recipient shall not hold itself out as having authority or power to bind the Council in any way.

34.3 Without limitation to its actual knowledge, the Recipient shall for all purposes of this Grant Agreement, be deemed to have such knowledge in respect of the Project as is held (or ought reasonably to be held) by any Recipient Personnel.

35 Waiver

- 35.1 A waiver of any right or remedy either by Law or under this Grant Agreement shall only be effective if it is notified to the other party in accordance with clause 31 and is expressly stated to be a waiver.
- 35.2 No waiver of any right or remedy arising from a breach of this Grant Agreement shall be deemed to be a waiver of any right or remedy relating to any subsequent breach of this Grant Agreement.
- 35.3 Any failure or delay by a party to exercise any right or remedy either by law or under this Grant Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy either by law or under this Grant Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

36 Third Party Rights

- 36.1 This Grant Agreement does not and is not intended to confer any contractual benefit or any person pursuant to the terms of the Contracts (rights of Third Parties Act 1999. Counterparts
- 36.2 This Grant Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.
- 36.3 No single counterpart shall be effective until each Party has executed and delivered at least one counterpart.

37 Variation

All additions, amendments and/or variations to this Grant Agreement must be annexed to this Grant Agreement and be in writing and shall only be binding if signed or initialled by the Representatives of the Council and the Recipient.

38 Entire Agreement

- 38.1 This Grant Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.
- 38.2 The Recipient acknowledges and agrees that in entering into this Grant Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Grant Agreement.
- 38.3 Nothing in this clause 38 shall operate to exclude any liability for fraud.

IN WITNESS WHEREOF this Agreement has been executed as a deed by the duly authorised representatives of the parties on the date shown at the beginning of this Agreement.

**THE COMMON SEAL OF
CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL**
was hereunto affixed in the presence of

Authorised by the Director of Legal and
Governance



Signed as a deed by [NAME OF PARTNERSHIP] through its agent
[NAME OF PARTNER], a partner

.....
[SIGNATURE OF PARTNER]

in the presence of

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS]
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF
PARTNER], a partner

in the presence of

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS]
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF
PARTNER], a partner

in the presence of

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS]

[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF PARTNER], a partner

in the presence of

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS]
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

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Schedule 1 - The Project

Construction of a two-storey extension, reconfigured car park, access and landscaping works at Grange Park GP Surgery, Grange Road, Burley in Wharfedale. The extension will provide additional floor space to allow the Surgery to accommodate larger patient numbers and provide NHS medical services.

DRAFT

Schedule 2 - Payment of the Grant

The maximum sum of grant payable by the Council is £400,000.

The grant payments will be made on a monthly basis commencing on (insert date) 2024 subject to receipt of certified invoices and a satisfactory surveyor's report into (insert bank details of Recipient bank)]

The schedule of grant payments to be made by the Council is as follows: -

- Month 1 - £80,000
- Month 2 - £80,000
- Month 3 - £80,000
- Month 4 - £80,000
- Month 5 - £80,000

The proposed scheme funding is set out as follows: -

Proposed scheme funding:	CIL Grant	£400,000
	Recipient's bank loan	£XXXX
	ICB Grant	£XXX

Total Scheme Cost	£XXXXX
-------------------	--------

Broken down as follows: -

	CIL Grant	Loan	ICB
Month 1	£80,000	£XXX	£xxx

ICB payments are profiled to reimburse professional fees and initial site preparation work.

Month 2	£80,000	£xxxx	£xxxx
Month 3	£80,000	£xxxxx	

CIL grant payments made at the end of the month so that funding is available to pay certified works invoices.

Month 4	£80,000	£xxxxx
Month 5	£80,000	£xxxxx

Loan drawdown approvals based on certified works invoices.

Totals	£400,000	£xxxxx	£xxxx	£xxxxx
--------	----------	--------	-------	--------

The funding flow arrangements are intended to ensure that the Recipient has sufficient cash available to pay the works invoices as they fall due each month. In relation to the CIL grant funding, should the works invoice payment in any one month exceed £80,000, then an additional top-up

payment would be made by the Council, but the maximum grant value would remain at £400,000 with subsequent month's payments being reduced accordingly.

Should circumstances arise during the Project that cause scheme costs to increase, then the ICB would provide a 66% funding contribution towards those costs with the balance being funded by the Recipient.

DRAFT

Schedule 3 - Reporting Obligations

A report by the Recipient every two months and a final report upon completion of the Project.

The reports to include a summary of project milestones and a section on each milestone confirming works completed to achieve that milestone.

A breakdown of funding used to date and how that funding has been applied.

Anticipated end date of full project including date the extension is likely to be brought into use and anticipated costs at completion of the Project.

DRAFT

DRAFT

Schedule 4- Form of Legal Restriction

HM Land Registry

Application to enter a restriction

RX1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

HM LAND REGISTRY USE ONLY
Record of fees paid

Particulars of under/over payments

Reference number
Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the attached plan'.

Complete details of charge if appropriate.

1	Local authority serving the property:
2	Title number(s) of the property:
3	Property: The restriction applied for is to affect <input type="checkbox"/> the whole of the registered estate <input type="checkbox"/> the part(s) of the registered estate as shown: <input type="checkbox"/> the registered charge(s) dated in favour of:

To find out more about our fees visit www.gov.uk/government/collections/fees-land-registry-guides

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

List the documents lodged with this form. If this application is accompanied by either Form AP1 or FR1 please only complete the corresponding panel on Form AP1 or DL (if used). Original documents are only required if your application is a first registration, when we will return the originals if a certified copy has been supplied. If your application is not a first registration then we only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

Provide the full name(s) of the person(s) applying to enter the restriction. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

This panel must always be completed.

A key number is only available to professional customers, such as solicitors.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions. However if you insert an email address, we will use this whenever possible. Where an application is lodged by e-DRS all documents and correspondence will be dealt with electronically.

We will only issue warning of cancellation letters to conveyancers if an email address is inserted.

4 Application and fee	
Application	Fee paid (£)
Entry of restriction	
Fee payment method	
<input type="checkbox"/> cheque made payable to 'Land Registry'	
<input type="checkbox"/> direct debit, under an agreement with Land Registry	
5 Documents lodged with this form:	
6 The applicant:	
7 This application is sent to Land Registry by	
Key number (if applicable):	
Name:	
Address or UK DX box number:	
Email address:	
Reference:	
Phone no:	Fax no:

You must place 'X' in only one box in this panel. See Practice Guide 19 if you are unsure which option you need to select.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose evidence of the applicant's entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent with this application. HM Land Registry may destroy documents after scanning.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent and evidence of entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

8 The applicant is entitled to apply for a restriction because

(A) Applicant is the registered proprietor

The applicant is the registered proprietor of the estate/charge referred to in panel 3

(B) Applicant is entitled to be registered as the proprietor

Evidence of that entitlement accompanies this application

I am the applicant's conveyancer and certify that I am satisfied that the applicant is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of the applicant's entitlement, or an application for registration of the applicant as proprietor is pending at Land Registry

(C) Application made with the consent of the registered proprietor

The relevant consent accompanies this application

I am the applicant's conveyancer and certify that I hold the relevant consent

(D) Application made with the consent of person entitled to be registered as proprietor

The relevant consent and evidence of that entitlement accompany this application

I am the applicant's conveyancer and I certify that the relevant consent accompanies this application.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

I am the applicant's conveyancer and I certify that I hold the relevant consent.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

(E) Other evidence in support of applicant's claim

None of the above statements applies but the applicant has the following sufficient interest in the making of the entry of the restriction applied for in panel 9

- The applicant has made the statement in panel 12
- I am the applicant's conveyancer and I certify as to the applicant's interest in panel 13

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Set out in full the wording of the restriction required. For standard form restrictions, also insert the reference letter(s) of the form. For non-standard form restrictions delete the words in square brackets. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. Further guidance is contained in Practice Guide 19.

You must set out the wording of the restriction in full, unless you are applying for a standard form of restriction that has no variable content.

You must include the address(es) for service where a standard form of restriction requires an address to be included or where any other restriction requires a consent or certificate to be provided, or notice to be served on the restrictioner. Each restrictioner may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

If the restriction refers to a registered company or limited liability partnership incorporated anywhere in the United Kingdom include the registered number (including any prefix) immediately after the name of the company. For an overseas company include the territory of incorporation and if its particulars are registered at Companies House, state the registered number in England and Wales.

If a conveyancer is acting for the applicant, that conveyancer must sign. If no conveyancer is acting, the applicant (and if more than one person then each of them) must sign.

The conveyancer must sign if they have given one of the certificates referred to in panel 8.

See panel 8.

9 The applicant applies to enter a restriction [in standard form] against the estate/charge referred to in panel 3 in the following words:

10 Signature of applicant or their conveyancer:
Date:

11 I/We consent to the entry of the restriction specified in panel 9 against the estate or charge referred to in panel 3.

Print full name	Signature
1.	1.

2.

2.

3.

3.

4.

4.

Only complete this panel if you have completed option (E) in panel 8. If a conveyancer is lodging the application, the conveyancer may either complete panel 13 and leave this panel blank, or may arrange for the applicant to complete this panel.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

Only complete this panel if you have completed option (E) in panel 8 and a conveyancer is lodging the application.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

12 The applicant states that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of applicant: -----

13 I certify that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of conveyancer:

See the warnings at the end of this form.

The conveyancer's full name is:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Section 77 of the Land Registration Act 2002 imposes a duty not to apply for the entry of a restriction without reasonable cause; anyone in breach of this duty may be liable to damages to anyone who suffers loss in consequence.

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