



RUNNYMEDE BOROUGH COUNCIL

HOUSING AND COMMUNITY SERVICES COMMITTEE

3 NOVEMBER 2004

APPENDICES

<u>APPENDIX</u>	<u>REPORT</u>	<u>PAGE.</u> <u>NO.</u>
A	MINUTES OF MEETING WITH VOLUNTARY ORGANISATIONS	1
B	CURRENT GRANT AID PROGRAMME	4
C	PROPOSED GRANT AID PROGRAMME	5
D	STANDING ORDERS FOR CONTRACTS – PARTNERING FRAMEWORK	6
E	RISK MANAGEMENT PLAN	9
F	STATEMENT OF POLICIES ON ANTI-SOCIAL BEHAVIOUR	21
G	STATEMENT OF PROCEDURES ON ANTI-SOCIAL BEHAVIOUR	25

MEETING HELD WITH VOLUNTARY SECTOR RECIPIENTS
OF CORE GRANT FUNDING
5th OCTOBER 2004

In Attendance:

Cllr. Peter Waddell	Chairman of Housing and Community Services Committee
Stuart Cawthorne	Director of Finance
Deborah Blowers	Director of Housing and Community Services
Jane Walton	DAIRS
Rodney Gritten	"
Cathy Kane	Surrey Law Centre
Pat Thompson	CAB
Keith Thompson	Age Concern
Alistair Cochrane	"
Frances Dyble	Runnymede Care Assistant Scheme
Bill Godwin	Runnymede Mental Health Assn.
Peter Poole	Runnymede Rent Start
Nicholas Hayes-Holgate	Relate
Arthur Birkby	RAVS
Heather Cook	"

Short note of issues covered

The evening started with a power point presentation. (see attached)

Stuart Cawthorne outlined the financial challenge facing the Council. He explained that there was a need to balance the council's income and expenditure in such a way that it avoided capping. Currently reserves were being used to meet the Council's expenditure but this situation could not continue indefinitely. The Council were in a difficult position in that if they raised Council Tax significantly then they were likely to face capping. It was therefore necessary to control any increase in expenditure and look for savings.

Deborah outlined the current Grants Budget and explained that when comparing the expenditure to that of other Boroughs, Runnymede was at the top end of provision.

The Grants Budget is made up of a number of elements and Deborah outlined these (see attached power point slides). The most significant element of the budget was the grants to the Voluntary Organisations and expenditure on this had increased by 27% over four years.

A number of grants had already been settled but as several of these had incorporated sums for growth as well as inflation the estimated budgets for 2005/6 was likely to be exceeded. The slide that dealt with this particular issue was unclear and it was agreed that a further note would be provided (see attached).

Cllr. Peter Waddell outlined a range of opportunities for dealing with the grant budget in future. He gave a commitment that there would be no cuts in major

grants in the future. He also said that the current level of overall funding (i.e. the current budget for grant aid, would be maintained for the next five years.

He said he wanted to review the funding needs in consultation with the Voluntary Sector and referred to the objectives within the Runnymede Compact that supported this approach.

It was explained that the current system of approving grants allowed individual applications to be considered in isolation. This made it difficult for Councillors to prioritise applications. A mechanism for facilitating discussion and consensus over grant distribution was therefore required and it was felt that RAVS could play a role in this.

The following issues were raised during and after the presentation.

1. RAVS said that they would need to think carefully about their position in making recommendations on grant. There was some concern about this approach and Heather mentioned the Partnership Fund Model which she would prefer but said that this had taken many years to come to fruition.
2. Alistair pointed out that most of the Age Concern budget related to staff costs. His staff were employed on contracts that were linked to JNC conditions and provided for annual inflation pay increases. They would not be able to manage if their core funding from the Council was cash limited with no allowance for inflation. This represented a cut in provision.
3. Heather mentioned that they may be able to work more effectively in obtaining money from other sources than the Council but that this might require additional resources initially.
4. Generally, all representatives of the voluntary bodies present felt that core funding from the Council was vital in attracting additional contributions from other grant giving bodies.
5. It was agreed that the provision of grant should be in line with priorities within the Community Strategy and the Health & Social Care Improvement Plan.

Action Points

Cllr. Waddell undertook to speak to his colleagues to see if he could obtain political support to providing inflationary increases in the grants budget.

Discussions and meetings would take place with the organisations that still have outstanding grant applications to determine the next steps.

A meeting would be arranged by RAVS with the other Core Grant organisations to discuss how they might work effectively together in future to make best use of the funding available. RAVS would determine the extent of their facilitating/decision making role.

Minutes: Meeting Voluntary Sector Recipients 5th Oct 2004

Note of Explanation

As explained at the meeting the Council compiles a five year revenue financial forecast. For this forecast the expenditure on individual budgets is increased by inflation or by any other known factors at the time.

The slide was trying to demonstrate that the grants that had already been approved where above the inflation increase and that the estimated budget for 2005/6 would not be adequate to meet the outstanding applications.

Community Services Core Grant Aid Budget for 2004/05 =	£246,500
N.B. The details of the individual items within this budget were on the previous slide	
Estimated 2005/6 budget i.e. the 2004/05 budget (£246,500) plus an uplift of 2.5% (£6162) for inflation =	£252,662
Minus 2005/06 grants already dealt with =	- £70,774
N.B. includes occasional grant and inflation increases for all grants dealt with and assumes the RAVS grant award in July continues. However this has yet to be formally confirmed by Committee.	
Remaining amount of budget estimate for distribution amongst the outstanding grant applications =	£181,888
Amount needed to meet the outstanding applications at 2004/05 rates plus 2.5% for inflation =	£185,115

Voluntary Organisations in receipt of core revenue funding in the Current Grant Aid Programme for Housing and Community Services 2003/04 – 2009/10

Organisation	Committee Approval	Renewal of funding due	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10
			Actual	£	£	£	£	£	£
Age Concern Runnymede	Nov. 2001	April 2005	90,633	93,400	96,202	99,088	102,061	105,123	108,276
CAB Runnymede	Nov. 2001	April 2005	62,022	63,600	65,190	66,820	68,490	70,202	71,958
Disability Advice in Runnymede and Spelthorne (DAIRS)	Nov. 2003	April 2009	6,050	7,500	7,688	7,880	8,077	8,279	8,486
Runnymede Association for Voluntary Services (RAVS) (Note 4)	March. 2004	April 2007	24,000	29,500	30,238	30,993	31,768	32,562	33,377
Relate West Surrey	Nov. 2003	April 2009	5,540	5,700	5,843	5,989	6,138	6,292	6,449
Rentstart	Nov. 2003	April 2009	7,950	8,200	8,405	8,615	8,831	9,051	9,278
Runnymede Care Assistant Scheme (Note 3)	May. 2004	April 2010	12,300	12,600	12,600	12,600	12,600	12,600	12,600
Runnymede Community Forums	Nov. 2003	April 2009	1,000	1,000	1,025	1,051	1,077	1,104	1,131
Runnymede Mental Health Association: General Grant		Annual	2,950	3,050	3,126	3,204	3,285	3,367	3,451
Surrey Community Action (Note 8)	Oct 2003	April 2007	0	800	820	841	862	883	905
Surrey Community Development Unit (Note 5)	Nov. 2003	April 2009	1,400	700	718	735	754	773	792
Surrey Law Centre (Note 6)	March. 2002	April 2005	5,000	2,600	2,665	2,732	2,800	2,870	2,942
TOTAL DIRECT GRANT			218,845	228,650	234,518	240,547	246,741	253,105	259,643
Runnymede Mental Health Association (Note 7)		Annual							
Strategic Maintenance Programme			6,129	14,400	14,500	21,500	14,800	14,800	14,800
Rent Grant Aid			3,650	3,650	3,650	3,650	3,650	3,650	3,650
TOTAL FUNDING FOR CORE SUPPORT			228,624	246,700	252,668	265,697	265,191	271,555	278,093

Notes

- 1 Assumed inflation rate for grant increases is 2.50%
- 2 For Age Concern (based on level of national pay awards) 3.00%
- 3 Care Assistant Scheme Grant is cash limited from 2005/06
- 4 RAVS - Base grant for 2004/05 was £24,500; £5,000 extra approved at March 2004 HCS. Further review of funding for 2005/06 to be carried out.
- 5 Surrey Community Development Unit: Grant paid in 2003/04 includes £700 for both 2002/03 and 2003/04 financial years.
- 6 Surrey Law Centre: Grant paid in 2003/04 includes £2,500 for both 2002/03 and 2003/04 financial years.
- 7 Runnymede MHA: These items represent the funding of the buildings owned by the Council that Runnymede MHA occupies.
- 8 Surrey Community Action: Grant approved by the Corporate Management Committee.

APPENDIX 'B'

Proposed funding of Voluntary Organisations in receipt of core revenue funding in the Grant Aid Programme for Housing and Community Services 2003/04 – 2009/10

Organisation	Renewal of funding due	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10
		Actual	£	£	£	£	£	£
Age Concern Runnymede	April 2005	90,633	93,400	96,202	99,088	99,088	99,088	99,088
CAB Runnymede	April 2005	62,022	63,550	70,531	75,231	75,231	75,231	75,231
Disability Advice in Runnymede and Spelthorne (DAIRS)	April 2009	6,050	7,500	7,688	7,880	7,880	7,880	7,880
Runnymede Association for Voluntary Services (RAVS) (Note 4)	April 2007	24,000	29,500	30,238	30,993	30,993	30,993	30,993
Relate West Surrey	April 2009	5,540	5,700	5,843	5,989	5,989	5,989	5,989
Rentstart	April 2009	7,950	8,200	8,405	8,615	8,615	8,615	8,615
Runnymede Care Assistant Scheme (Note 3)	April 2010	12,300	12,600	12,600	12,600	12,600	12,600	12,600
Runnymede Community Forums	April 2009	1,000	1,000	1,025	1,051	1,051	1,051	1,051
Runnymede Mental Health Association: General Grant	Annual	2,950	3,050	3,126	3,204	3,204	3,204	3,204
Surrey Community Action	April 2007	0	800	820	841	841	841	841
Surrey Community Development Unit (Note 5)	April 2009	1,400	700	718	735	735	735	735
Surrey Law Centre (Note 6)	April 2005	5,000	2,600	0	0	0	0	0
Additional Funding (Note 8)		0	0	3,600	3,600	3,600	3,600	3,600
TOTAL DIRECT GRANT		218,845	228,600	240,794	249,827	249,827	249,827	249,827
Runnymede Mental Health Association (Note 7)	Annual							
Strategic Maintenance Programme		6,129	14,400	14,500	21,500	14,800	14,800	14,800
Rent Grant Aid		3,650	3,650	3,650	3,650	3,650	3,650	3,650
TOTAL FUNDING FOR CORE SUPPORT		228,624	246,650	258,944	274,977	268,277	268,277	268,277

Notes

- 1 Assumed inflation rate for grant increases is 2.50%
- 2 For Age Concern (based on level of national pay awards) Up to and including 2006/07 only
- 3 Care Assistant Scheme Grant is cash limited from 2005/06 Up to and including 2006/07 only
- 4 RAVS - Base grant for 2004/05 was £24,500; £5,000 extra approved at March 2004 HCS. Further review of funding for 2005/06 to be carried out.
- 5 Surrey Community Development Unit: Grant paid in 2003/04 includes £700 for both 2002/03 and 2003/04 financial years.
- 6 Surrey Law Centre: Grant paid in 2003/04 includes £2,500 for both 2002/03 and 2003/04 financial years.
- 7 Runnymede MHA: These items represent the funding of the buildings owned by the Council that Runnymede MHA occupies.
- 8 Additional Funding: Generated by the saving from the withdrawal of the Surrey Law Centre grant, and a transfer of £1,000 from the Partnership budget.

APPENDIX 2 TO STANDING ORDERS FOR CONTRACTS**1. Purpose of Partnerships**

The purpose of this Appendix is to provide the framework to enable the Council to enter into partnering arrangements. In this context, "partnering arrangements" are negotiated arrangements which result in a contract for the provision of work, goods, supplies and services.

Authorities are required to make arrangements to secure continuous improvement in the economy, efficiency and effectiveness in the exercise of their functions. This includes the requirements to challenge why and how services are being delivered and to consider alternative service delivery options.

Partnering is seen as one way in which the Council can achieve delivery of services which may have advantages over traditional competitive methods.

2. Purpose of Appendix

Partnering arrangements will vary and may take on different forms depending on the nature of the work, goods, supplies and services involved and the organisation that is to be "joined" in partnering. This Appendix does not specify the details required in any partnering agreement or regulate the way in which the partners are formed. It does however set out over-riding principles that Officers and Members must address when considering creating or entering into partnering.

3. Partnering Procedures

Where partnering is being considered for whatever reason the following procedures and principles will apply:

3.1 Committee Approval to Proceed

Before detailed negotiation with any proposed partner a report must be put to the relevant committee, which must approve the proposal in principle.

3.2 Option/Benefits/Risk Appraisal

A full evaluation of all options/benefits and risks must be undertaken in advance of the procurement exercise, and must be included in the report required under 3.1 above. This evaluation must provide evidence that the partnering arrangement is likely to provide best value for the Council and must consider the impact that the partnering arrangement will have on any in-house service.

3.3 Selecting a Partner(s)

- (a) An opportunity must be given to a range of potential partners to participate in the proposals (at least the minimum number which would be required for a formal tendering exercise). The legal propriety of any proposals must be

established and considered in advance in consultation with the Director of Administration and Leisure.

- (b) All partnering arrangements must follow a two-stage process involving an initial pre-qualification questionnaire (PQQ) which covers as a minimum financial capacity, legal standing and technical capacity. The PQQ process must comply with current procurement legislation.
- (c) Assessment of potential partners must be carried out by a PQQ assessment panel and should involve as a minimum representatives from the financial, legal and relevant technical specialisms. The lead procurement officer must ensure that assessment panel members have received appropriate experience and/or training in their duties and responsibilities as panel members.
- (d) PQQ assessment weightings must be agreed in advance of the assessment process and be transparent to both the assessing panel and the potential partners. An audit trail for the PQQ process must exist to demonstrate how the successful partner(s) was selected.

3.4 Authority to Proceed to Detailed Negotiations

For partnering arrangements where the procurement value is up to

- (a) £100,000 written endorsement of the Head of Service and Relevant Chief Officer is required before detailed negotiations with the successful partner can proceed;
- (b) Over £100,000 approval by the relevant Committee is required before detailed negotiations with the successful partner can proceed.

3.5 Consultation with Director of Finance and Director of Administration and Leisure

- (a) There must be consultation with the Director of Finance to ensure that the financial and budgetary position, including that of any potential partner, has been fully explored and that funding exists. Where either party's ability to proceed is subject to grant funding this must be secured before the final agreement is entered into.
- (b) The Director of Administration and Leisure must be kept informed throughout the procurement process.

3.6 Authority to Execute the Contract

- (a) Where payment under a partnering arrangement is based upon an agreement of target prices between the Council and the external partner then the relevant Chief Officer and the Director of Finance must be satisfied on written evidence that the target prices represent value for money.

- (b) The wording of the contract is to be settled by the Director of Administration and Leisure in consultation with the Director of Finance and the Relevant Chief Officer.

3.7 Written Record and Audit Trail

The Relevant Chief Officer must keep a full written record of the key stages of the procurement and the decisions made through the process.

3.8 Relevance of other Standing Orders For Contracts

All Standing Orders for Contracts continue to apply except where they conflict with this Appendix. Exceptions that may be required by the particular nature of the contract must be authorised by the procedures provided in Standing Orders for Contracts.

Risk Management Plan

RUNNYMEDE
BOROUGH COUNCIL



Proposed Partnering contract

For

The Redecoration and Pre Paint repairs Service

To the Council owned Housing Stock

Risks associated to Redecoration and Pre Paint repairs partnering contract

The key risks in the proposed partnering arrangement are

- Failure to deliver the required service within the existing financial parameters
- Failure to deliver significant savings through the process, either direct or indirect
- Failure of systems or controls leading to probity concerns
- Failure to deliver customer satisfaction with the service to the agreed levels
- Breakdown of the relationship leading to termination

A series of measures to control these and other more detailed risks is set out in the attached Risk Management Plan.

The risk management framework will evolve within the parameters defined within the standing orders, the partnering arrangement and agreed contractual requirements and will be subjected to our internal auditing processes.

RISK MAP – PROPOSED PARTNERING CONTRACT FOR THE REDECORATION AND PRE-PAINT REPAIRS FOR THE COUNCIL OWNED HOUSING STOCK

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
FINANCIAL RISKS						
Contractor goes into liquidation	H	L		Financial capability of the contract	Pre qualification financial health check and assessment of the companies' business acumen.	DJF
				External factors of increased exposure on the contractor through additional contracts, or agreements within the company on its methods of operating, or on contracts unrelated to RBC	Annual financial health check	DF
				Fraud within the Contractors Companies structure	Requirement for immediate disclosure of any event or claim which may have a significant impact on the company regardless of its direct impact or linkage to the relationship to RBC contract	DF HBM Contractor Contract requirement
					Requirement for immediate disclosure of any event or claim which may have a significant impact on the group or company regardless of relationship to RBC contract	DF HBM Contractor Contract Requirement
					Requirement for bond to be released to RBC in the event of failure to continue effectively with service delivery under the contract of a sum equivalent to 1/3 of the annual value of each project programme equivalent to 10% of the contract value	Contract Requirement

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
Contractor fails to deliver the service and the contract is terminated with the short term and long term increased costs for the service	H	L		Failure to adequately assess the extent and risks involved in providing the service. Failure to adequately monitor the service on a regular basis allowing early intervention.	<p>Effective pre qualification processes to ensure all parties have made adequate business assumptions.</p> <p>A structure will be introduced to ensure the services are monitored against agreed KPIs on a regular basis within a cascading structure with various pre-determined reporting periods.</p> <p>Should the contract require termination, RBC will invoke the provision of the bond to fund replacement contractors at short notice if required.</p> <p>How ever due to the nature of the contracted works, the impact on the actual service is nominal and the delivery could be deferred for 12 months without significant impact to the Housing asset.</p> <p>If RBC has instigated the termination then there would have been ongoing poor performance issues noted and relationships with alternative suppliers and contractors will be developed in parallel.</p>	DF HOTS & HBM HOTS HBM DF HBM Contract Requirement HOTS HBM
Contract terminated and additional staffing re-sourcing costs incurred to re establish the service.	H	L		Failure to adequately monitor the service on a regular basis allowing early intervention.	A structure will be introduced to ensure the services are monitored against agreed KPIs on a regular basis within a cascading structure with various pre-determined reporting periods.	HOTS HBM

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
Costs of Contract beyond annual budget	H	M		Job costs higher than anticipated	<p>Define cost restraints within the delivery of the service at the commencement of the contract</p> <p>Set benchmark at commitment for each annual programme for costs that will achieve budget. Monitor actual costs against commitment costs on a monthly basis and act to restrict costs as necessary</p>	<p>Contract Requirement</p> <p>HBM</p> <p>SCM</p>
				<p>Workforce unproductive due to repetition of business</p>	<p>Review elemental breakdown of job costs with supply chain partner to assess where higher than anticipated expenditure occurs.</p> <p>Agree benchmarks for productivity of labour with Supply chain partner and contractor at the commencement of each annual programme.</p> <p>Monitor programme and act to improve if standard is not being achieved</p>	<p>Supply chain partner</p> <p>HBM</p> <p>SCM</p> <p>Supply chain partner</p> <p>HBM</p> <p>SCM</p> <p>HBM</p> <p>SCM</p>
				RBC repair obligations to residents not strictly enforced by Contractor and operatives	<p>Clarify RBC repair obligations.</p> <p>Implement monitoring process for the initial years of the contract to ensure works completed are in line with the service RBC provide.</p> <p>Carry out regular training with staff to ensure they are aware of the policies and apply them consistently</p>	<p>Contract Requirement</p> <p>Supply chain partner</p> <p>SCM</p> <p>HMI</p>

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
				Inappropriate works carried out through the Redecoration and Pre Paint repairs budget leading to increased costs	<p>Monitor costs to assess appropriateness of charges associated to the Pre paint repairs. Recharge costs to appropriate budget heads as necessary.</p> <p>Ensure staff understand how more expensive works can be planned or actioned through appropriate budgets.</p>	SCM HCS HBM
				Inadequate funding for Painting programme	<p>Review budget provision at commencement of contract and have regular reviews to ensure realistic budget assessments are made annually.</p> <p>Review service offer to customers against industry norms and revise as necessary</p>	DF HOTS HBM HBM SCM
				Increases to Labour rates due to external factors combined with lack of productivity	<p>Set benchmark costs with the assistance of Supply chain partner and assessments for productivity.</p> <p>Ensure flexibility within the contract documentation to apply different solutions to low maintenance products.</p>	Supply chain Partner HBM SCM Contract Requirement
				Materials costs too high	<p>Monitor % of job cost made up by materials and establish with Supply chain partner benchmarks for % and monitor.</p> <p>Have an open relationship with the supply chain partner/product supplier and establish competitive supply costs.</p> <p>Ensure relevant rates being offered by Supply chain partner to RBC are those that are being procured on.</p>	HBM Supply Chain Partner Supply Chain Partner Contractor

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
				Contractors costs do not offer good value for money	Benchmark contractors actual costs against industry norms on a programme basis. Review cost breakdowns with contractor and supply chain partner to achieve reductions in costs in line with budget while maintaining quality if required	Supply chain Partner SCM Supply Chain partner SCM HCS
SERVICE DELIVERY RISKS						
Painting programme not delivered within agreed annual period (Summer months)	M	M		Insufficient re-sourcing form contractor	Identify adequate lead in time for initiating contract. Establish long term lead in periods for the contractor at the beginning of each annual programme and define the planning process and commencement requirements for following years. Working in an open and honest arrangement so that we have the opportunity to see precisely how many staff are allocated to the tasks required and to identify whether this is sufficient.	HBM Consultant Supply chain partner SCM HCS Contractor Contract requirement Contract requirement SCM HCS Contractor Supply chain partner
				Unproductive labour	Monitor productivity of labour supply and adjust to weather trends in demands in pre paint repairs required. Take action to improve productivity against agreed benchmarks for jobs/operative targets, set up competition targets within team networks with contractor.	SCM SCM

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
				Contractors operatives do not have access to appropriate materials/supplies	<p>Arrange for supplies/materials to managed by local provide with Supply chain partner if contractor is not purchasing direct. Create a KPI to monitor the forward planning process.</p> <p>Monitor quantities being used against recommendations.</p>	<p>Supply chain partner</p> <p>SCM</p> <p>Supply Chain Partner</p>
Quality not at an acceptable standard	M	M		Inadequately trained or skilled labour	<p>Ensure minimum level of qualification/demonstrable experience for all tradespersons as part of the pre Qualification process</p> <p>Carry out post inspections on works, quality of product application and general skills assessment</p> <p>Act quickly to retrain or remove operatives who do not carry out work to a satisfactory quality</p>	<p>HMI</p> <p>Supply chain partner</p> <p>Contractor</p> <p>Supply chain partner</p>
Work not carried out in a way which demonstrates respect and care for customers	H	M		Inappropriately skilled or trained tradespersons or office based staff	<p>Insure customer care standards are clear for officers/operatives and customers by establishing a code of conduct.</p> <p>Offer customers a variety of means through which they can comment directly on the manner in which works are carried out in their homes.</p> <p>Follow up all instances of dissatisfaction from residents and monitor trends in relation to individual officers/operatives</p>	<p>Contract requirement</p> <p>Satisfaction measures</p> <p>SCM</p> <p>HCS</p>

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
					Use disciplinary procedure where appropriate for cases of repeated failure to attain customer care standards.	HBM
Customers find it difficult to contact contractors and the contractor's liaison with the customers is poor.	M	M		Poor external communication system	Develop systems to monitor tenant liaison which feedbacks direct form the tenant. Monitor these results as a measurement of the tenant's satisfaction.	SCM Contract requirement Contractor
					Ensure that both local and head office points of contact are established and numbers well published for the tenants and staff	Contract Requirements
				Poor internal communications	Ensure that good communications exist within the immediate teams associated with the delivery of the service and extend this to the secondary teams through team meetings.	SCM
Supply chain partners performance reduces efficiency of overall service	M	M		Scope of business not attractive to Supply chain partner or a change of business structure results in less involvement from the supply chain partner. I adequate re-sourcing by supply chain partner to meet their obligations	Careful selection of supply chain partner and the involvement of the supply chain agreement is to be evolved by both parties. Analyse performance of supply chain partner by independent KPIs of the overall performance. Monitor and take action as necessary	HOTS HBM HBM SCM
Action not taken quickly enough when service fails	M	M		Slow feedback on key KPIs resulting in poor management procedures	Establish key dates for KPIs and identify failure to deliver KPIs would be a failure by default	Contract requirement

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
REPUTATION RISKS						
Customers feel the service is of a poor quality	H	M		Service is of a poor quality	Measures for monitoring customer feedback specifically on quality. Process for resolution to include laboratory testing, compensation for inconvenience to tenants and client and an open report and resolution process for the all.	All Supply chain partner Contractor Contract requirement
Health & Safety incident causes harm to a customer, member of staff or	H	L		Customers continue to be influenced by the historic issues of performance, despite improvements Inadequate training for staff and operatives in relation to their own health and safety on site	Publicise the aims and objectives of the process and the improvements to be achieved in the service to customers. Provide and publicise regularly factual and objective information about service improvements Ensure regular training on safety for all staff/operatives in line with their role.	HOTS HBM HCS

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
contractor						
				Staff/operatives do not follow health and safety guidance	Reinforce the requirement for staff to follow health and safety procedures through regular tool box talks, team briefing process and make breaches of the requirements a disciplinary matter.	HBM HCS
Other General Risks						
Staff retention or recruitment difficulties for a key partner result in a loss of the service	M	H		Staffing levels less than adequate for the volume of work issued	Effective planning for lead in periods. Monitor operative to programme requirements as stated before.	SCM HCS
				Inability to recruit adequately trained and experienced workforce	Review package of payment/benefits offered to ensure competitive in market for particular staff. Have an open framework for discussing increased labour costs. Take action to adjust offer to staff as necessary to recruit appropriate staff team	HBM HCS
				High levels of absenteeism or long term sickness of key staff leads to poor service	Ensure adequate staffing succession is a key part of the planning process. Review staff attendance on monthly basis and ensure that appropriate action is taken to manage attendance	HOTS HBM HCS

What is the Risk?	Impact	Prob	Type of Impact	What will Cause it To Crystallise?	Management process to Minimise the likelihood and/or impact?	Who is Responsible for action?
				High staff turnover	<p>Ensure package of benefits adequate as above.</p> <p>Carry out exit interviews with staff to clarify reasons for departure and take action to resolve issues as necessary.</p>	
Members of the council or key partner members loose confidence in the partnering arrangement	L	H		<p>Either party loses confidence in the likely success of the partnering arrangement due to poor relationships, poor performance or high costs.</p>	<p>Formal reporting process to the relevant committee.</p> <p>Resolution procedure to ensure prompt access to all partners senior Executive team.</p> <p>Appropriate risk evaluation at the commencement of the project with clear objectives.</p> <p>Careful management of expectations through monitored continuous improvement plans of the agreement not exceeding on regular basis to review the overall arrangement to identify problems at an early stage and take appropriate action to resolve.</p> <p>Agree exit strategy if either party wishes to withdraw from the contract and have an openness to the management of failure as to success.</p>	<p>Committee structure</p> <p>HOTS</p> <p>All</p> <p>All</p> <p>Contract requirement All</p>

Index to Abbreviations

DF - Director of Finance
 HBM - Housing Buildings Manager
 HCS - Housing Contract Supervisor

HOTS - Head of Tenancy Services
 SCM - Senior Contracts Manager
 HMI - Housing Maintenance Inspector

RUNNYMEDE BOROUGH COUNCIL

HOUSING & COMMUNITY SERVICES DEPARTMENT

STATEMENT OF POLICIES ON ANTI-SOCIAL BEHAVIOUR

The following statement, ("the statement"), has been produced as required by s.218A of the Housing Act 1996. It is a statement outlining Runnymede Borough Council's policies in dealing with anti-social behaviour, (ASB), in particular in relation to its role as a social landlord. This Statement of Policies should be read in conjunction with the Council's Statement of Procedures, which outlines what the Council can do operationally to combat incidences of ASB.

A copy of this statement is available on the Council's web-site (www.runnymede.gov.uk), and a paper copy can be obtained free of charge on request. Large print editions and translations into other languages are also available.

Definition of Anti-Social Behaviour

In relation to the Housing Service, ASB is behaviour which:-

- is capable of causing nuisance or annoyance to any person; and
- directly or indirectly relates to or affects our housing management functions; or
- involves using or threatening to use housing accommodation owned or managed by the Council for an unlawful purpose.

Those persons to whom the conduct may cause annoyance or nuisance include anyone who has a right to live in a property owned or managed by Runnymede Borough Council, those living in any other property in the neighbourhood and anyone else lawfully in such property or in the locality, for example working or using local facilities.

Examples of behaviour which would fall within the above definition are as follows:- (this is not an exclusive list)

- noise nuisance
- intimidation and harassment
- aggressive and threatening behaviour
- actual violence against people or property
- hate behaviour targeting members of identified groups because of perceived differences, e.g. race, gender, ethnicity, age, religion, sexual orientation, mental health or disability
- using RBC housing accommodation to sell drugs or for other unlawful purposes, and
- environmental quality issues, e.g. litter, dog fouling, graffiti, fly tipping, car repairing and nuisance parking.

ASB may or may not constitute criminal activity. When assessing complaints to determine whether or not an activity is anti-social, we will consider the frequency and severity of the incident(s), together with the impact the behaviour has on the victim(s) or others.

Not all complaints we receive constitute ASB. The Council is unlikely to define children playing, occasional car repairing and infrequent noise as ASB. In such cases remedies such as mediation are likely to be suggested.

General Policy Statement of Approach to Anti-Social Behaviour

The Council generally, and the Housing Department in particular are committed to dealing with anti-social behaviour in a fair, proportionate and effective manner. Residents who behave, or allow members of their household or visitors to behave in an anti-social manner can expect the Council to initiate some or all of the remedies contained within this Statement, and the Statement of Procedures, which is also available from the Council.

Obligation of Tenants

There is a standard of behaviour expected of tenants, those who live with them and their visitors. Clause 6.1 of the Tenancy Agreement makes it clear that the Council will not tolerate ASB, that legal action may be taken to evict tenants who act anti-socially and that persons evicted may not be provided with alternative accommodation. This message is repeated in the Tenants Handbook under the heading – Living in Your Home.

Specific Policies to Deal With Anti-Social Behaviour

The following policies have been adopted by Runnymede Borough Council to deal with ASB.

Support of Complainants and Witnesses

The Council recognises that if residents are to report ASB, and if necessary, provide statements to enable action to be taken against perpetrators, then they will need support and advice to give them the confidence to come forward.

It is the Council's policy to provide, where applicable, support to residents or groups of residents to encourage them to record and report incidences of ASB. Working with other agencies, including the police, such support might include the provision of alarms, CCTV cameras, increased police patrols, use of injunctions and Anti-Social Behaviour Orders.

Professional Witnesses

Where appropriate, consideration will be given to the use of professional witnesses to gather evidence in cases of ASB. Evidence thus obtained can be used to support existing evidence from residents, or where there may be reluctance on the part of residents to collect evidence themselves for fear of reprisals, professional witness evidence may be used exclusively to mount cases against perpetrators.

Racial Harassment

Racial Harassment would almost certainly be considered to be ASB. The Council has separate harassment policies that make it clear that racial or other harassment is unacceptable. The following is taken from the Racial Harassment Policy:-

"The Council will not tolerate Racial Harassment, either from or directed at its tenants. Tenants found guilty of harassment will have action taken against them, which could include possession proceedings in the Courts which might result in their eviction"

Prevention of Anti-Social Behaviour

The Council will endeavour to prevent rather than simply react to ASB. It encourages the reporting of situations or incidents at an early stage before the problems deteriorate. There is a mediation service with a similar aim.

Prevention is an essential part of the Council's approach to ASB. The tenancy agreement has clauses specifically relating to nuisance and harassment, and the Tenants' Handbook also makes it clear that ASB will not be tolerated. This message is spelt out to all new tenants when they sign for their tenancy, and the regular tenants' magazine also carries articles about ASB and Harassment.

The Council works with a variety of agencies to prevent ASB, and details of our multi-agency partnerships are contained elsewhere in this Statement.

Other initiatives to prevent ASB include :-

- Use of Acceptable Behaviour Orders
- Use of mediation services
- Diversionary leisure activities for children and young people
- Introductory tenancies for new tenants
- Floating Support Scheme for vulnerable tenants

Multi-Agency Partnerships

The Council recognises that working with others, it is more likely to be successful in dealing with ASB. ASB is a complex phenomenon, and it is unlikely that the causes and solutions to it will lie solely within the remit of a single organisation.

In particular, the Council has formed the Safer Runnymede Partnership, (SRP), which agrees overall policies and working arrangements for the agencies and groups involved. ASB is a standing item on the agenda for every meeting of the SRP.

In addition to the SRP, the Council participates in meetings of the Joint Action Group, (JAG), which deals with locations which suffer from ASB, and the Community Incident Action Group, (CIAG), which covers issues which relate to one or more identifiable individuals.

Agencies involved with the SRP, JAG and CIAG include the Council the police, the Community Mental Health Team, Youth Services and the Youth Offending Team, the Probation Service, Education Welfare, Surrey Fire & Rescue, RSLs operating in the borough, various schools and a variety of support agencies.

Data Protection and Information Exchange

The pooling of information on ASB is vital if the full picture is to be obtained. To this end, a Surrey-wide "Information Protocol" has been established which for those agencies signed up, allows the free flow of information to enable ASB to be tackled in the most effective way.

Both the JAG and CIAG meetings operate strictly in accordance with the protocol. Agencies not signed up to the protocol will not be allowed to attend meetings.

Sharing Information with Tenants

The Council recognises that positive publicity may assist in dealing with ASB, reassuring tenants and the wider community that action is taken where necessary. To this end the regular tenants' magazine, "Streets Ahead", has featured articles about ASB and Harassment, outlining how the Council deals with and how to report incidences of ASB. "Streets Ahead" will also be used to publicise successful cases, which hopefully will act as a deterrent to others.

Confidentiality

It is accepted that some residents may be reluctant to report ASB for fear of retaliation by the perpetrator. It is the Council's policy not to divulge the identity of persons who have complained, and we would seek the complainants permission before ever disclosing their identity to those complained of, their legal representatives or other interested parties.

Protection of Staff

Unfortunately, Council staff investigating complaints of ASB may from time to time be threatened, abused or physically harmed in the course of their duties.

Not only are such threats against staff criminal acts, which will be reported to the police, but they are also breaches of the tenancy conditions. Any tenant who abuses, threatens or attacks a member of staff will be served with Notice, and in serious cases, court action will follow. Such behaviour is totally unacceptable, and where appropriate, eviction will be pursued.

Other Relevant Policies

As indicated at the beginning of this Statement of Policies, the Housing Department has also produced a Statement of Procedures, which outlines how these policies will be implemented. A summary of both documents is also available free of charge.

The Council has also produced a corporate Anti-Social Behaviour Strategy, which sets out the authority's aims and priorities in dealing with ASB.

RUNNYMEDE BOROUGH COUNCIL

HOUSING & COMMUNITY SERVICES DEPARTMENT

STATEMENT OF PROCEDURES ON ANTI-SOCIAL BEHAVIOUR

The following statement, ("the statement"), has been produced as required by s.218A of the Housing Act 1996. It is a statement outlining Runnymede Borough Council's procedures in dealing with anti-social behaviour, (ASB), in particular in relation to its role as a social landlord. This Statement of Procedures should be read in conjunction with the Council's Statement of Policies, which outlines various policies relating to ASB.

A copy of this statement is available on the Council's web-site (www.runnymede.gov.uk), and a paper copy can be obtained free of charge on request. Large print editions and translations into other languages are also available.

This statement advises residents on how to make a complaint about ASB, who to complain to, how the complaint will be processed and monitored and what the outcome might be.

Definition of Anti-Social Behaviour

In relation to the Housing Service, ASB is behaviour which:-

- is capable of causing nuisance or annoyance to any person; and
- directly or indirectly relates to or affects our housing management functions; or
- consists of or involves using or threatening to use housing accommodation owned or managed by the Council for an unlawful purpose.

Those persons to whom the conduct may cause annoyance or nuisance include anyone who has a right to live in a property owned or managed by Runnymede Borough Council, those living in any other property in the neighbourhood and anyone else lawfully in such property or in the locality, for example working or using local facilities.

Examples of behaviour which would fall within the above definition might include but are not limited to:-

- noise nuisance
- intimidation and harassment
- aggressive and threatening behaviour

- actual violence against people or property
- hate behaviour targeting members of identified groups because of perceived differences, e.g. race, gender, ethnicity, age, religion, sexual orientation, mental health or disability
- using RBC housing accommodation to sell drugs or for other unlawful purposes, and
- environmental quality issues, e.g. litter, dog fouling, graffiti, fly tipping, car repairing and nuisance parking.

ASB may or may not constitute criminal activity. When assessing complaints to determine whether or not an activity is anti-social, we will consider the frequency and severity of the incident(s), together with the impact the behaviour has on the victim(s) or others.

Not all complaints we receive constitute ASB. The Council is unlikely to define children playing, occasional car repairing and infrequent noise as ASB. In such cases remedies such as mediation are likely to be suggested.

How to Make a Complaint

If the person acting anti-socially is a tenant, or is a member of a tenants' household, or is visiting a tenant, then the complaint should initially be made to the Tenancy Management Section of the Housing & Community Services Department, situated in the Civic Offices, Station Road, Addlestone, Surrey KT15 2AH.

Complaints can be made in writing, by telephone, (01932 425821), e-mail, (housing@runnymede.gov.uk), or personal visit to the offices. If visiting the Civic Offices, it might be helpful if an appointment is made beforehand to ensure a suitable officer is available. An incident reporting form is also available on the Council's web site, (www.runnymede.gov.uk), which can be used.

If the activity is of a criminal nature then the ASB should be reported to the police, by telephoning 0845 125 2222. The Council and Surrey Police have developed a common reporting form, which is used by both organisations. All reported incidences of ASB are shared, to ensure both organisations are aware of what is happening in the Borough. Where specific areas appear to have a high level of ASB activity, additional resources can be deployed to target these areas.

Processing a Complaint

Complaints will be assigned to a named officer within the Tenancy Management Section of the Housing & Community Services Department. This Officer will be the point of contact for all future enquiries relating to the complaint.

The complainant will be asked:-

- to make a statement outlining the ASB and how it affects them
- if they want the Council to make representations to the tenant acting anti-socially
- to keep a record of all future incidents, listing dates, times and periods of duration (*these records may be used as evidence at a later date*)
- whether or not they would be prepared to attend court to give evidence
- whether or not they are aware of other residents being affected by the ASB

What Action Will the Council Take?

As a first resort, the Council will encourage residents to resolve the difficulties themselves, using the mediation services if appropriate. If intervention by the Council is necessary, Housing staff will:-

- start investigation of all reports of ASB within 5 working days
- identify and interview appropriate parties
- consult with other agencies
- decide on the appropriate remedy to take to resolve the problem
- keep complainants informed of progress
- support complainants and witnesses as necessary

If a complainant is unhappy with the response from the Council then they will be given details of the Council's complaints procedure.

Supporting Complainants

It is recognised that to pursue some remedies against ASB, it will be necessary for complainants and witnesses to be identified. Generally it is the Council's policy not to divulge the identity of those who have complained, but if court action is to be considered, then it is probable that complainants will be required to give evidence, either in the form of an affidavit, or in person. This will inevitably reveal the identity of complainants to those being complained of, and the subsequent risk that reprisals may take place.

It is not however necessary to identify complainants to obtain an Anti-social Behaviour Order or to achieve an Acceptable Behaviour Contract. In evidence to obtain an order an Officer can give evidence of what they have been told by complainants.

The Council is determined to address issues relating to ASB, and will, where appropriate, take measures to protect residents who come forward to report ASB. Working with

other agencies, including the police, measures can be put in place to give residents additional protection. These measures might include but would not be limited to :-

- alarms
- panic buttons linked to the police
- additional locks
- security lighting
- CCTV
- spy-holes in doors
- increased police patrols
- injunctions
- anti-social behaviour orders (ASBOs)
- support & counselling

Options Available to The Council

This section lists the types of legal and non-legal actions the Council might consider in addressing problems with ASB.

- Mediation – Independent mediators might be brought in to try and resolve issues between neighbours
- Acceptable Behaviour Contracts (ABCs) – Initiated by the police and/or the Council, ABCs are agreements with those whose behaviour is cause for concern that the problem behaviour will stop and/or improve
- Anti-Social Behaviour Orders (ASBOs) – Initiated by the police and/or the Council, these are civil orders requiring bad behaviour to end. They may order offenders not to visit certain properties, streets or districts at certain times or on certain days. Breach of an ASBO would be a criminal offence, with criminal sanctions.
- Designated Locations – Under s.30 of the Anti-Social Behaviour Act 2003, certain areas can be designated, granting discretionary powers to the police to disperse groups of youths.
- Injunctions – These might require certain behaviour to stop, or might prevent an individual from visiting a property or threatening or harassing someone. Breach of an injunction is contempt of court, and carries severe penalties, including imprisonment. In certain cases, injunction can have the power of arrest attached, which would enable those in breach of the injunction to be arrested.

- Demoted Tenancies – Such demotion reduces the security of tenure afforded to the tenant, which makes it easier for the Council to pursue eviction should the ASB continue
- Eviction – In serious cases, the Council will consider eviction as a final sanction against a tenant who continues to act, or allows members of their household or visitors to act in an anti-social manner.

Monitoring Anti-Social Behaviour

As indicated under the heading "How to Make a Complaint", the Council and the police have developed a common reporting form, which enables both organisations to monitor levels of ASB, and the locations where ASB is occurring. If an particular area appears to suffering a higher than average level of ASB, then it is possible additional resources could be placed in this area to overcome the problems.

All cases of racial harassment are recorded, and are reported, together with action taken, to Members of the Council twice yearly.

A report on activity to deliver the Community Safety Strategy is delivered to The Safe & Secure Task Group, which reports to The Local Strategic Partnership. This includes progress against all the targets one of which is ASB.

Other Relevant Policies

As indicated at the beginning of this Statement of Procedures, the Housing Department has also produced a Statement of Policies, which sets out the policies which guide these procedures. A summary of both documents is also available free of charge.

The Council has also produced a corporate Anti-Social Behaviour Strategy, which sets out the authority's aims and priorities in dealing with ASB.