

# Public Document Pack

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Our reference:  
Your reference:  
Date: Wednesday 25 September 2019



Rushcliffe Community  
Contact Centre  
Rectory Road  
West Bridgford  
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NG2 6BU

To all Members of the Communities Scrutiny Group

Dear Councillor

A Meeting of the Communities Scrutiny Group will be held on Thursday, 3 October 2019 at 7.00 pm in the Council Chamber Area B, Rushcliffe Arena, Rugby Road, West Bridgford to consider the following items of business.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Sanjit Sull'.

Sanjit Sull  
Monitoring Officer

## AGENDA

1. Apologies for Absence
2. Declarations of Interest
3. Community Partnership Review - Positive Futures and YouNG (Pages 1 - 58)

The report of the Executive Manager – Communities is attached.

4. Carbon Management Plan Development and Review (Pages 59 - 64)

The report of the Executive Manager – Neighbourhoods is attached.

5. Public Space Protection Order Review (Pages 65 - 110)

The report of the Executive Manager – Neighbourhoods is attached.

6. Work Programme (Pages 111 - 112)

The report of the Executive Manager – Finance and Corporate Services is attached.

**In person**  
Monday to Friday  
8.30am - 5pm  
First Saturday of  
each month  
9am - 1pm

**By telephone**  
Monday to Friday  
8.30am - 5pm

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## Membership

Chairman: Councillor J Wheeler

Vice-Chairman: Councillor B Bansal

Councillors: G Dickman, L Healy, R Jones, R Mallender, D Simms, R Walker and G Williams

### **Meeting Room Guidance**

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**Toilets:** are located to the rear of the building near the lift and stairs to the first floor.

**Mobile Phones:** For the benefit of others please ensure that your mobile phone is switched off whilst you are in the meeting.

**Microphones:** When you are invited to speak please press the button on your microphone, a red light will appear on the stem. Please ensure that you switch this off after you have spoken.

### **Recording at Meetings**

The Openness of Local Government Bodies Regulations 2014 allows filming and recording by anyone attending a meeting. This is not within the Council's control.

Rushcliffe Borough Council is committed to being open and transparent in its decision making. As such, the Council will undertake audio recording of meetings which are open to the public, except where it is resolved that the public be excluded, as the information being discussed is confidential or otherwise exempt.



**Meeting: Communities Scrutiny Group**

**Thursday, 3 October 2019**

**Review of Service Agreements with Trent Bridge Community Trust**

## **Report of the Executive Manager – Communities**

### **1. Purpose of report**

- 1.1. This report provides Councillors with the opportunity to consider the future partnership with Trent Bridge Community Trust (TBCT) who deliver the Positive Futures and YouNG projects on behalf of the Council via two separate service level agreements, both of which are due to expire on 31 December 2020 (attached for information in Appendix 1 & 2).
- 1.2. On 27 September 2019, Councillors received a presentation from Trent Bridge Community Trust representatives Tim Eatherington (Finance and Development Director) and Mark Clifford (Positive Futures and YouNG Manager). This covered performance against the current service level agreements as well as a proposal to continue both projects (contained for information in Appendix 3).
- 1.3. This report provides the Group with an overview of the current service level agreements and the business case proposal provided by Trent Bridge Community Trust for the period 2021 to 2025, and options for future commissioning of these services.
- 1.4. The Group is asked to consider the options from one of the following commissioning proposals;
  - a) Commission Trent Bridge Community Trust to combine the current Positive Futures and YouNG Service Level Agreements at existing levels of £192,000 per annum for the period 2021-2025.
  - b) Commission Trent Bridge Community Trust to combine the current Positive Futures and YouNG Service Level Agreement at a reduced level of £150,000 per annum (22% reduction).
  - c) De-commission delivery of one or both of the Positive Futures and YouNG projects at the end of the current Service Level Agreement period.

### **2. Recommendation**

It is RECOMMENDED that the Communities Scrutiny Group recommend a preferred option for consideration by cabinet.

### **3. Reasons for Recommendation**

- 3.1. The current Service Level Agreements for Positive Futures and YouNG expire at the end of December 2020.
- 3.2. An early decision on the future scope of this work will enable sufficient time to plan for a smooth transition into a potential new agreement. It will also facilitate incorporation of relevant provision in the forthcoming budget cycles.

### **4. Supporting Information**

- 4.1. In 2008, Rushcliffe Borough Council provided Nottinghamshire County Cricket Club with a loan of £1.23 million to enable the Club to develop a new stand and safeguard the test match status of the ground. In return, the Cricket Club provided a programme of community benefits which included developing the Positive Futures Programme in Cotgrave.
- 4.2. In December 2012, a decision was made to convert £450,000 of the loan to Nottinghamshire County Cricket Club to a grant in respect of the significant community work undertaken, with further amounts of £90,000 to be converted to grant on an annual basis for four years to December 2016 in return for the provision of Positive Futures extending to other areas within the Borough.
- 4.3. In June 2016, Council supported the extension of the Positive Futures programme from January 2017 to December 2020 (four years delivery) at a cost of £110,000 per annum. Council supported targeting Positive Future work at young people aged nine years and above within the catchment area of East Leake Academy, South Nottinghamshire Academy, South Wolds Academy and Toot Hill School.
- 4.4. In January 2018, Council supported the establishment of a new Service Level Agreement with Trent Bridge Community Trust to take over the running of the Council-led YouNG Project from April 2018 to December 2020 (2 year 9 months delivery) at a cost of £82,000 per annum. Council supported targeting YouNG at young people aged 12 years and above across the entire Borough with a particular focus on employability and work experience.
- 4.5. In broad terms, the Positive Future Service Level Agreement agrees to provide targeted support to young people aged nine and above within the catchment areas of East Leake Academy, South Nottinghamshire Academy, South Wolds Academy and Toothill School. The support provided within the above areas includes; mentoring support, accreditations, educational workshops, term-time and holiday activities and links with other programmes such as YouNG.
- 4.6. The YouNG Service Level Agreement agrees to promote and grow the brand of YouNG in an entrepreneurial way:
  - To provide 30 dedicated hours (per week) management of the programme. To develop an accreditation scheme for businesses to be young person friendly and provide work experience placements.
  - To deliver a weekly YouNG ambassadors programme which includes a YouNG ambassador representative from each of the seven secondary



schools across Rushcliffe and provides; mentoring support, accreditations, educational workshops, careers advice and guidance and employability activities via digital channels into schools.

- To redefine and develop a range of work experience placements under the following headings; Snapshot (business insight (half day/1 day), Traditional (1 week), Long Term 1 or 2 days per week (reduced timetable).
- To promote work experience and employability opportunities via a dedicated website and through social media and other marketing channels and a commitment to recruit and develop Interns annually.

## **5. Risks and Uncertainties**

- 5.1. There is a risk that operational problems may be encountered by Trent Bridge Community Trust delivering either the Positive Futures or YouNG projects, or partner agencies could disengage with the programme which could affect achievement of the outcome targets. This is not identified as a significant risk due to the programme of area-based partnership meetings and employment of experienced staff.
- 5.2. The Trent Bridge Community Trust business case proposal is in the region of £254,000 per annum. With funding of £192,000 per annum requested from Rushcliffe Borough Council. This leaves an approximate shortfall of £62,000 per annum (option 1). This option assumes that the additional funding required would be secured from other partners.
- 5.3. If Rushcliffe Borough Council contribute at a reduced rate of £150,000 (option 2). Trent Bridge Community Trust would need either make reductions to the programme or source the total shortfall in funding of £104,000 per annum from other partners to keep the level of service outlined in the business case at its current rate.

## **6. Implications**

### **6.1. Financial Implications**

- 6.1.1. The £110k per annum commitment for Positive Futures is funded from Council reserves until the end of the current Service Level Agreement. The budget for the YouNG Project of £82,000 per annum is included as part of the revenue budget.
- 6.1.2. Any future commitment to a new Service Level Agreement would result in an annual revenue increase of £110,000 (option 1) or £68,000 (option 2) for the duration of the agreement.
- 6.1.3. If Rushcliffe Borough Council resolve to decommission both Service Level Agreements with Trent Bridge Community Trust at the end of the current period (December 2020), this would result in a revenue saving of £82,000 per annum.
- 6.1.4. The options presented in this report should be considered in the wider context of the medium term financial strategy and will need to be discussed as part of the budget process.

## 6.2. Legal Implications

6.2.1. The Positive Futures and YouNG projects are supported by a Service Level Agreement between Rushcliffe Borough Council and Trent Bridge Community Trust. Both agreements incorporate a break clause for both parties providing a minimum of six months' notice.

6.2.2. It is proposed to combine any new Service Level Agreement into a single agreement and incorporate the necessary break clause for both parties providing a minimum of six months' notice. The agreement will be subject to legal review.

## 6.3. Equalities Implications

6.3.1. The Equality Act 2010 places a responsibility on all local authorities to have due regard to the impact of its policies on people with protected characteristics enabling all residents to play a full and active part in society, free from fear or discrimination. The Service Level Agreements with Trent Bridge Community Trust create opportunities for the children and young people of the Borough to fulfil this ambition by accessing youth related programmes and initiatives.

## 6.4. Section 17 of the Crime and Disorder Act 1998 Implications

6.4.1. The Positive Futures and YouNG projects provide a number of diversionary activities to young people to reduce the risk of crime and antisocial behaviour and increase employability through work experience and employability opportunities.

## 7. Link to Corporate Priorities

Both projects outlined in this report support the Council's priority 'Quality of Life' ensuring the Borough is a great place to live for young people.

## 8. Recommendations

It is RECOMMENDED that the Communities Scrutiny Group recommend a preferred option for consideration by cabinet.

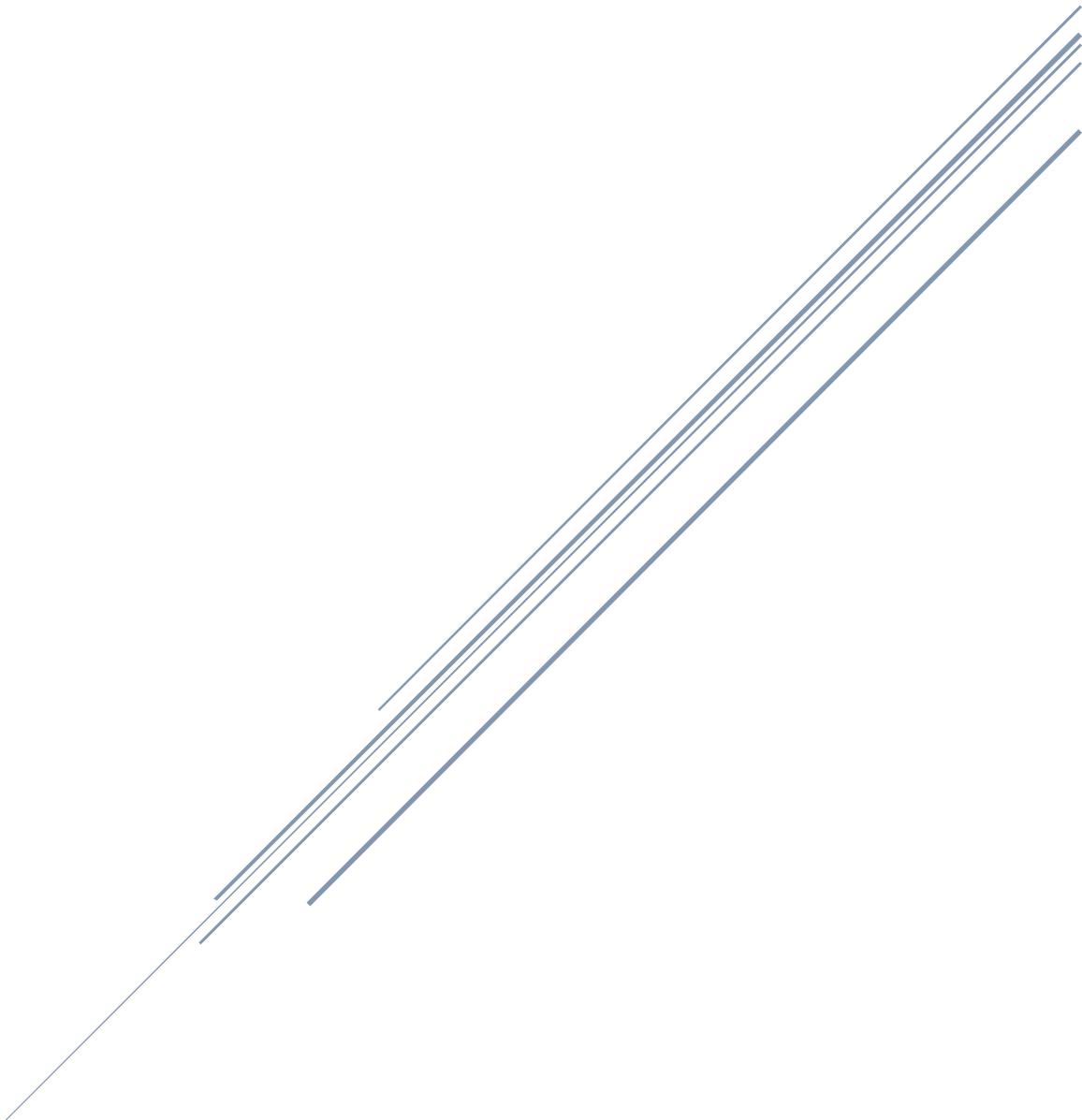
<b>For more information contact:</b>	Derek Hayden Principal Community Development Officer 0115 914 8270 <a href="mailto:dhayden@rushcliffe.gov.uk">dhayden@rushcliffe.gov.uk</a>
<b>Background papers available for Inspection:</b>	<b>Report of Partnership Delivery Group</b> 8 January 2018 - Review of Service Agreements

	<p>with Trent Bridge Community Trust (TBCT)</p> <p>5 July 2017 - Review of Positive Futures</p> <p><b>Cabinet Report</b></p> <p>9 January 2018 – Review and Future of YouNG</p>
<p><b>List of appendices:</b></p>	<p><b>Appendix 1</b> – Trent Bridge Community Trust Business Case proposal - A Positive Future - Beyond 2020</p> <p><b>Appendix 2</b> - Positive Futures Service Level Agreements 2017-2020</p> <p><b>Appendix 3</b> - YouNG Service Level Agreement 2018 - 2020</p>



# A POSITIVE FUTURE

BEYOND 2020



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# Executive Summary

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The Trent Bridge Community Trust has been running the Positive Futures programme in partnership with Rushcliffe Borough Council for ten years now. During this time, it has delivered tremendous benefits to both the direct participants and also to the wider Rushcliffe communities within which they live.

The work itself can be complex and challenging at times, but the premise has remained simple throughout its life; engage with young people at risk of social exclusion and work with them towards a positive future.

In 2018, another programme being delivered directly by RBC at the time was entrusted into the care of the TBCT. The YouNG project was very much about offering young people of Rushcliffe the opportunity to find their way into the world of work. This encompassed the entrepreneurial side of business, as well as the more traditional work experience placements with our local employers.

Both projects have a good track record of success and are well known and respected for what they deliver. However, it is important that we recognize the changing needs of the young people involved in our programmes and constantly review the elements within them, thus ensuring that we best serve all those connected to it and continue delivering life-improving results.

This paper has been constructed on the basis of outlining our hopes and ambitions for the two projects combined as we move towards the end of the current funding cycle (December 2020) and to seek an extension of such funding and a continuation of our relationship with Rushcliffe Borough Council and its inhabitants.

# Positive Futures

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Below is a high-level summary of the main parts delivered through the Positive Futures Programme. Over the subsequent pages these elements are shown in greater detail to allow further understanding of what this project achieves for young people of Rushcliffe:

- 1-2-1 Mentor Support
- Peer Mentors
- Accreditations (ASDAN or DARE)
- Educational Workshops
- Sports Participation
- Lunchtime Clubs
- Cross-Area Events
- Community Engagement Projects
- VIP PE
- Rushcliffe Citizenship Scheme
- Healthy Hearts
- NEETS supported into work or training



## 1-2-1 Mentor Support (DISC)

This service sits at the heart of what Positive Futures aims to achieve. By engaging with those young people most at risk from social exclusion, we provide a mentoring service that gives the young person a positive lead to follow.

The work is by its very nature intensive. Each 1-2-1 mentor session requires meticulous planning to ensure that we maximize the value and impact of such sessions. The time is then spent with the young person, working through the key issues they face and helping them to address them in a positive and pro-active manner.

The follow-up work to each session can then take a variety of forms. Whether that be referral to a third party for additional help, discussions with parents or teachers, or simply identifying the next steps to help the young person progress.

We will also be adding into our mentoring sessions a 'Behaviour Profiling' assessment tool based on the DISC model. The DISC model of profiling looks at behavioral characteristics only and takes no account of education, skills, culture, experience, values or beliefs.

You CANNOT fundamentally change who you are and your natural personality characteristics. However, it is possible to modify your behaviour.

This tool will also be used to match each young person to the right mentor in order to gain the best opportunity for self-development.

## Peer Mentors

It is well recognized that sometimes the best way of communicating to young people and getting a message across is through peer to peer contact. That's why at Positive Futures we develop and train young people to be able to deliver workshops and sports sessions.

Each Peer Mentor goes through a ten-hour training programme to provide them with the information and tools they need to perform their role. They remain supported by our experienced mentors throughout their time and have the opportunity to work alongside their peers.

## Accreditations (ASDAN / Prince's Trust)

Building Knowledge, Informal learning, self-development and recognizing achievements are core to the work we do. Each young person that we work with will have an accreditation pathway covering key themes such as Personal, Social, Health, Economic and Ethical development.

Examples of accreditations delivered:

- Peer Mentoring (ASDAN)
- Healthy Cooking (ASDAN)
- Conflict Resolution (ASDAN)
- Planning for Personal Development (Prince's Trust)
- Interpersonal & Self Development Skills (Prince's Trust)
- Community Project (Prince's Trust)

## Educational Workshops

Themed or issue based workshops are planned to provide opportunities for young people during unstructured or free time that they would not normally come across at school.

By keeping up to date on relevant trends, concerns, crime figures etc. we can create packages of work for groups of young people in order to raise their own awareness and understanding so that they can make better informed choices or gain unique aspirational opportunities.

## Community Engagement Projects

We want young people to take ownership and pride in the communities that they live in. By delivering physical improvements within an area or having our young people plan, deliver and engage in community events will help to give out messages of positivity, help with perceptions and aid community cohesion.

Our summer package of work will help build confidence, experience and essential skills for work and life.

## Sports Participation

Providing sporting opportunities during school time i.e. transition activities, workshops, PE and after school clubs for young people to get involved with. We also provide half term sports activity sessions.

## Lunch Time Clubs

Provide engagement activities during lunchtime i.e. Dodgeball, Boxercise etc. to both primary and secondary schools across Rushcliffe. These are great engagement and participation tools which encourage those who take part to join in with our half term sport session.

## Cross-Area Events

Competitions across the borough so that young people get a sense of achievement, keep fit, have fun and build confidence.

The cross-area work encourages young people to engage with young people from other communities.

## VIP PE

A 6-week PE programme that focuses on young people learning a specific sport each term. Week 5 will be a master class session taught by a VIP of each particular sport. This will also be flexible with the term given i.e. could be done in 4 weeks.

The programme can also be flexible i.e. if a player is only available week 2, we will run that session in week 2 instead.

Example:

Week's 1 – 4 Positive Futures deliver cricket based skills and drills

Week 5 VIP delivers Masterclass

Week 6 PF deliver PE competition and young people receive a certificate / medal (possibly even accredited).

## Rushcliffe Citizenship scheme

This is a 4-week summer programme that will see a group of 15 young people embark on a variety of workshops, community projects and a residential, these young people will be identified jointly by the schools and the Positive Futures team to ensure that we have young people at risk of both exclusion and Anti \social Behaviour participating and engaging with the team to promote positive behaviour and role models.

## Healthy Hearts

A 6-week programme that aims to educate young people on the importance of looking after your heart. Each session is 1 hour long split into 2 sections. First 30 minutes is theory based in the classroom. Second 30 minutes practical based, putting into practice what they have learnt in the classroom.

Week 1 – Basics of the Heart

Week 2 – Circulatory system

Week 3 – Exercise and Nutrition

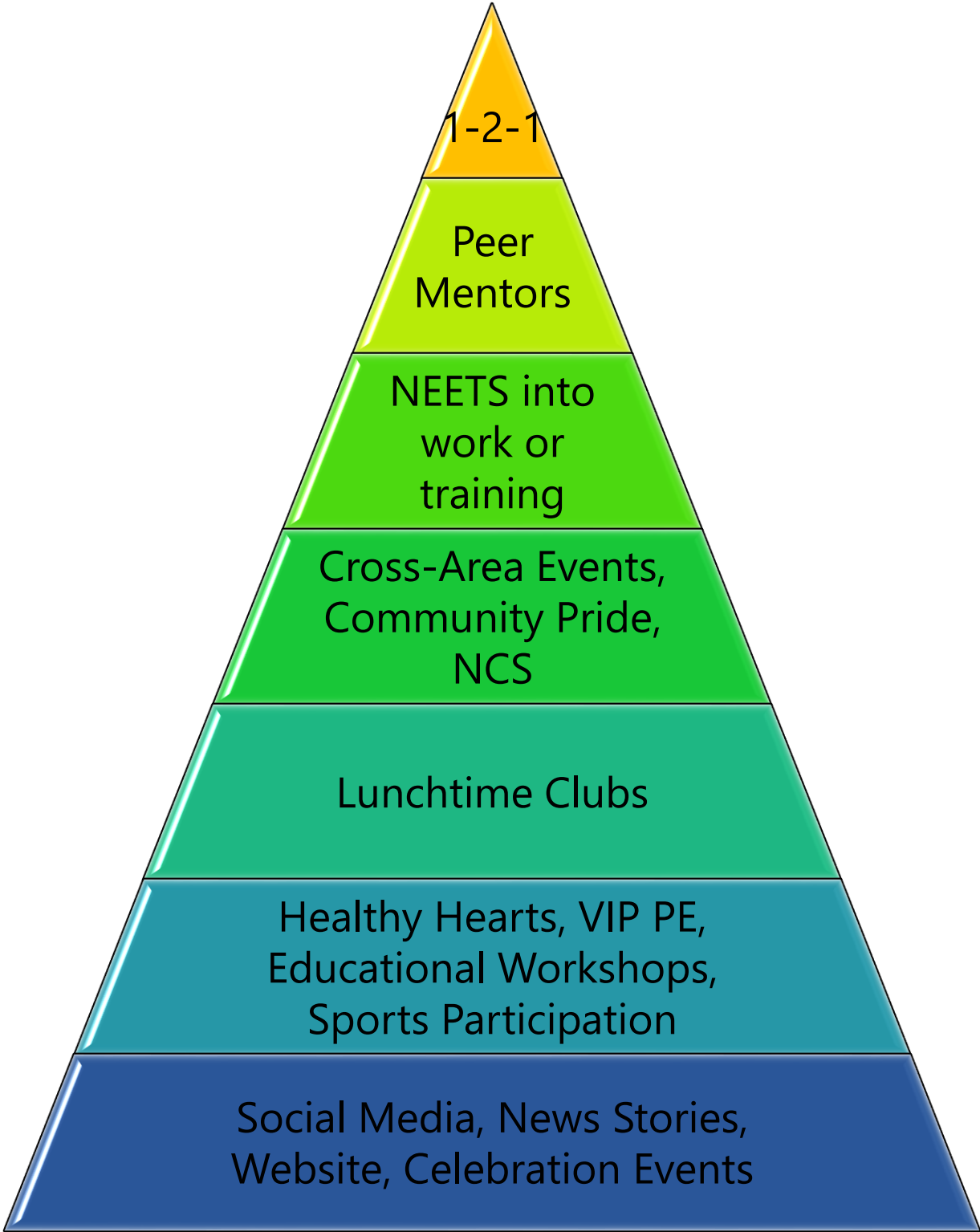
Week 4 – Body boosting

Week 5 – First Aid

Week 6 – Celebration Assembly, Cricket player appearance and Nuts. Each young person receives a goodie bag, certificate and first aid qualification.

# Concentrated Care to Mass Participation

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# YouNG

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Below is a high-level summary of the main parts delivered through the YouNG Programme. Over the subsequent pages these elements are shown in greater detail to allow further understanding of what this project achieves for young people of Rushcliffe:

- Work Experience
  - Snapshot
  - Traditional
  - Long-term
  - Internal
  - External
- Network of Employers
- Social Media Growth
- Ambassadors
- Markets

## Work Experience

YouNG provides mutually beneficial work experience partnerships by 'matching' young people to placements at organisations that are suited to their skills, interests and aspirations. The main function of the YouNG Project is to reduce barriers to organisations in facilitating placements by liaising with each company to understand their individual needs for placements and adapting the length, timings and candidates accordingly. YouNG also completes pre-placement work with each young person, briefing them before the placement and providing a booklet which allows employers, schools and young people to track their progress and learning during their placements.

## Snapshots

The fundamental purpose of any work experience placement is to allow a young person to experience what a workplace is like, what sorts of roles there are on offer and how the organization fits together. A snapshot placement aims to do just that, but in a condensed timeframe.

While each snapshot is tailored to the needs of individual employers, every young person that participates in a snapshot placement will be supplied with a booklet to complete, enabling them to note down their key learnings from the day. A typical snapshot work placement would involve a group of young people (10 – 20) visiting an employer for approximately half a day and would be comprised of:

An introductory presentation, a tour of the workplace, Q&A sessions with employees from different departments, as well as more interactive elements such as employer specific tasks i.e. mock interviews, practical equipment demonstrations etc.

For those young people that a booklet is not suited for, it is proposed that a virtual snapshot is created whether this takes the form of a video or a VR snapshot. This could then also be used to attract young people at careers fairs but also further engage a wider range of young people in the snapshot work experiences.

At the end of the snapshot placement, each young person should have an increased awareness of the range of careers that exist within that workplace, including those suitable to them, but also know how they might get in to their desired career path as a result of hearing from individual employees and how they got to where they are.

## Traditional

As the name suggests, this is the more traditional approach to work placements. These would usually see a young person take up a placement with an employer for a week at a time. They can be slightly shorter than this if that suits both employer and young person, without sacrificing the value they would gain from it.

YouNG aims to make these traditional placements more engaging for each young person by working with each employer to ensure the young person is getting value from their placement and that their time is spent not just making tea. A booklet has been compiled to help with the placements and this includes things such as what to consider before starting work, timetable for the week, summary of learnings, prompt questions and feedback.

## Long Term

These placements are typically aimed at young people on alternative timetables or university students, such as participants in the Positive Futures programme. These placements can vary from Marketing or Sales to helping young people build CV's and cover letters or generally contribute towards them achieving their long term employability goals but also enables employers and young people to foster more long term relationships.

In the case of those young people from Positive Futures, YouNG helps to prepare each young person for a work experience placement, providing tailored skills based workshop sessions that will enable them to succeed in either a traditional or long term work experience placement in a real-world business.

## Internal

YouNG organises and facilitates all work experience placements at Rushcliffe Borough Council and Trent Bridge cricket ground. As members of the YouNG team can offer direct support before, during and after these placements, they are defined as internal. These could fall under any of the three aforementioned work experience categories but for each placement, a member of the YouNG team will complete an induction and a closing placement meeting in person.



## External

Any other work experience placement YouNG organises is categorised as external and can be snapshots, traditional or long term placements. These could take place at any of the employers YouNG has as work experience partners.

## Network of employers

All external work experience placements go to one of our network of employers. An employer becomes part of our network following contact with a member of staff and agreeing on the terms of their commitment i.e. number of placements per year, type of placement, and parameters of young people they will take on. The YouNG team will then advertise each opportunity out amongst the schools and with our number of placement requests in order to successfully match and complete each placement.

## Social Media Growth

Social media has become one of YouNG's key ways of promoting the project, both in terms of opportunities young people can take advantage of, attracting new business leads but also to get the buy in of parents. YouNG operates across 5 main social media platforms: Instagram, LinkedIn, YouTube, Facebook and Twitter. Each platform is utilized according to the audience being targeted, with LinkedIn being used to attract businesses and Instagram predominantly used to gain a following of young people.

## Ambassadors

YouNG's Ambassador programme is a one-year role for a year 10 pupil from each secondary school within Rushcliffe. Primarily, they are responsible for helping to maintain YouNG's close connection with their school by having regular meetings with their designated teacher contact at their school. They are also responsible for raising awareness of the project within their local communities, by disseminating information about upcoming events (physically and through social media) and contribute towards the planning and delivery of YouNG Markets.

Throughout the year programme, the ambassadors are trained on a range of employability and life skills and areas including: time management, professional relationship building, CV's, Presentations and stress management, First Aid Training, all of which will be delivered by a combination of external specialists in their field and by the YouNG team. Additionally, the

ambassadors will undertake their own yearly project, which will qualify for an EPQ award (ASDAN and FCSE) along with a range of ASDAN's that will enable them to have an impressive CV having left the programme. Before completing their Ambassador role, each individual will have the opportunity to speak to someone from their desired career area and ask any questions they may have.

## Markets

The YouNG Markets are designed to give young people an opportunity to showcase their creative talents as part of their own stall or performance at an event. Fundamentally, there are two parts of YouNG Markets - stallholders and performers.

Stallholders are allocated a large market stall space in order to sell crafts and wares they have made themselves, keeping the money for themselves. Each stallholder is responsible for every element of their stall including making products, ensuring they make a profit and taking enough stock for the day. Consequently, each stallholder enhances numerous employability skills that will help them in the future as well as being able to say they have run their own business for a day, which will make them stand out from other candidates when applying for future jobs.

Performers are given an allotted amount of time on stage to sing, dance, juggle or entertain the crowd – giving them a unique platform on which to begin to build a following. Previously this has enabled performers to attract follow up gigs, such as supporting a band on an upcoming tour and performing in local restaurants.

As YouNG Market events are relatively infrequent, YouNG will create a series of videos that will enable young people to transition from selling on a market stall to becoming a full-scale online seller of their products. Not only will this allow young people to become full-time entrepreneurs but also it will further diversify their skillset, including persuasive writing, packaging, after sale support and more.

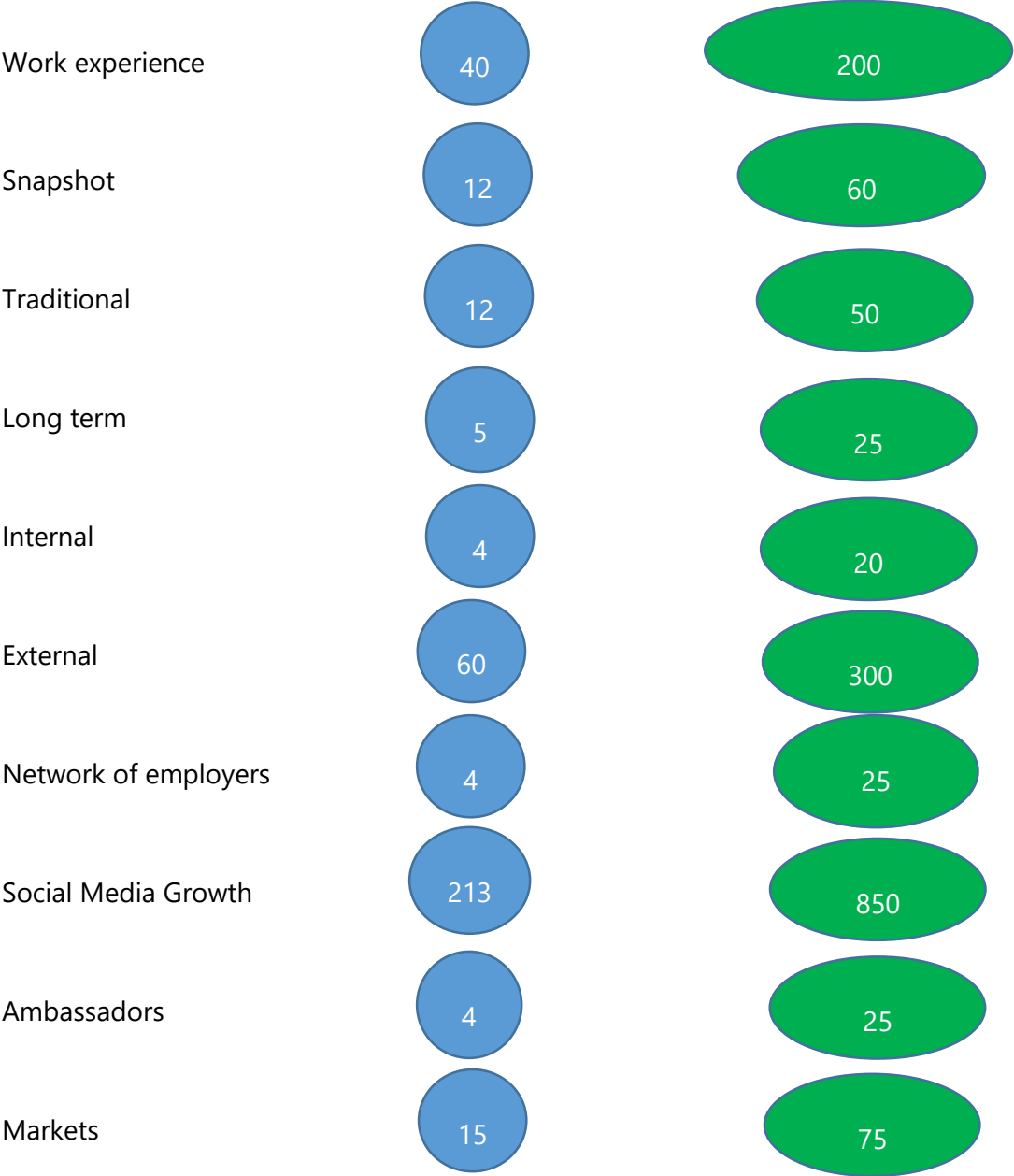
# Positive Futures Key Outcomes 2021 - 2025

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# YouNG Key Outcomes 2021 - 2025

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# Financials

2021-2026	Positive Futures (£)	YouNG (£)
Direct Salaries	93,343	55,445
Pension	2,334	1,386
National Insurance	12,881	7,651
Direct Delivery Costs	10,000	10,000
Phones	1,250	250
Travel	2,800	600
Software (Views)	1,080	0
Marketing	4,500	9,000
Management Time	6,000	6,000
Training	3,000	1,500
Administration (HR, Finance, etc.)	7,000	3,500
Rent	4,000	2,000
Utilities & Equipment	6,000	3,000
<b>Total</b>	<b>154,188</b>	<b>100,332</b>

The total cost of delivering Positive Futures is expected to be £154,188 per annum and the cost of delivering YouNG would be an additional £100,332 per annum. That would give an overall cost of the combined service being £254,520 per annum.

Assuming the current rate of Consumer Price Index (2%) were applied to the above costs over the years 2021 – 2025 it would see an annual increase of just over £5,000 per annum. Full project spend for the five-year period is therefore forecast to be £1.3m.

The level of funding received under the current agreements with Rushcliffe Borough Council is £192,000 per annum. This would cover 75% of the project spend as detailed above.

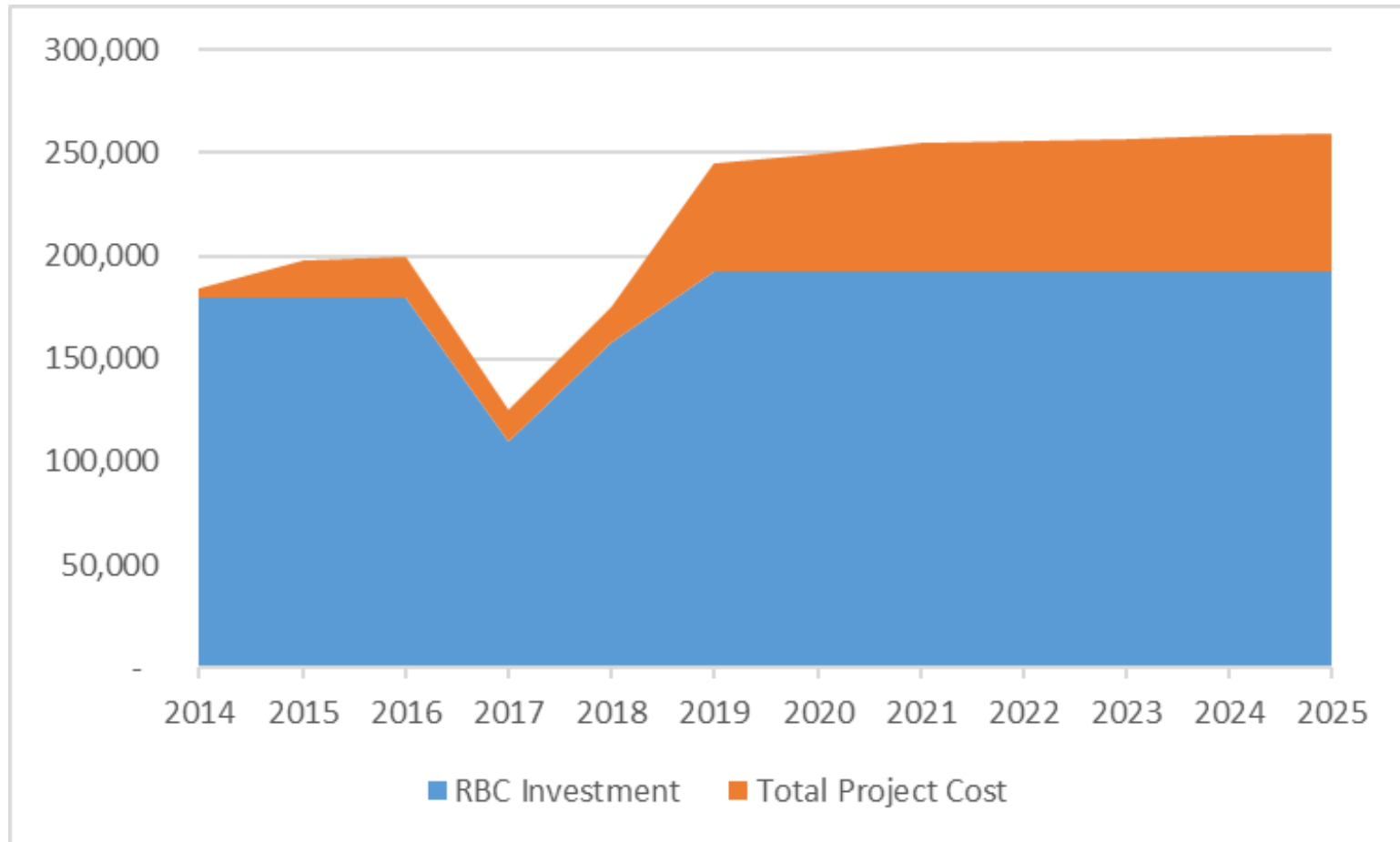
Subject to Rushcliffe Borough Council agreeing the investment that they are willing to make into the service for the period 2021 – 2025, we will take the initial stance of attempting to secure any shortfall from other partners so as to maintain the level of service outlined in this document.

Other partners would include the Trent Bridge Community Trust itself and other external funders, subject to agreement from Rushcliffe Borough Council that they can contribute to these programmes.

# The growing returns of Positive Futures/YouNG

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**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**RUSHCLIFFE BOROUGH COUNCIL**

**AND**

**TRENT BRIDGE COMMUNITY TRUST  
(Positive Futures Programme)**

**JANUARY 2017 to DECEMBER 2020**

**Service Level Agreement between**  
**RUSHCLIFFE BOROUGH COUNCIL**  
**& TRENT BRIDGE COMMUNITY TRUST**

TOTAL for 4 years delivery 2017 - 2020..... £ 440,000



TERMS AND CONDITIONS OF AGREEMENT between  
RUSHCLIFFE BOROUGH COUNCIL and TRENT BRIDGE  
COMMUNITY TRUST

Date of Commencement: 1 January 2017      Period – 4 years

This agreement relates to:

- the provision of services in Rushcliffe
- the above period only

**NB.** Reference throughout this document to **the Council** shall mean, **Rushcliffe Borough Council**, and to **TBCT** shall mean, **Trent Bridge Community Trust**.

**1. The Council's Corporate Plan**

All activity undertaken by **TBCT** and funded through this agreement must assist in helping **the Council** achieve its priorities as set down in **the Council's** Corporate Plan.

**3. Local Authority Compact**

Both parties are committed to fulfilling their obligations under the agreement within the framework of the current Compact and are committed to the development and implementation of a new style joint framework for partnership working.

**4. General Conditions**

**TBCT** shall:

- a) provide to **the Council** the services as set out in Schedules A & B, these shall be in accordance with the terms and conditions of this Agreement.
- b) ensure that in providing the services, it complies with and achieves the activities as set out in Schedule A.
- c) perform to the standards as set out in Schedule B.
- d) perform in accordance to appropriate professional standards.
- e) exercise all reasonable skill, care and diligence in the performance of the services.
- f) comply with all applicable statutory and other legal requirements, regulations and all relevant voluntary and compulsory codes of conduct.

g) provide activity monitoring reports to **the Council** 4 times per year, attend two strategic meetings per year with Cabinet Portfolio Holders and an annual scrutiny of the partnership at Partnership Delivery (see Schedule C).

h) provide to **the Council** any other such reports in relation to the provision of services or this agreement as **the Council** shall reasonably require. **The Council** will give adequate notice in such cases.

## 5. Duties of the Provider

It is the duty of **TBCT** to:

- a) Ensure that all necessary measures are taken for the protection and safekeeping of any staff or volunteers, together with any items of property, to be used or employed by **TBCT**, in connection with the provision of services under this agreement.
- b) indemnify and keep **the Council** indemnified against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by **the Council** as a result of, or in connection with:-
  - any breach by **TBCT** of any of the provisions of this agreement; or
  - any act or omission of its employees, agents or sub-contractors (including, but without limitation, voluntary workers) in connection with the provision of services by **TBCT** under this agreement; or
  - any claim brought against **the Council** by any third party which arises in connection with the provision of services under this agreement.
- c) without prejudice to the provisions of sub-clause 5b) take out, and throughout the period of this agreement, maintain policies of insurance with an insurance company of good repute against any liability for which **TBCT** may be responsible in connection with the provision of services under this agreement (including, but without limitation, employer's liability), such insurance shall be in a minimum amount of £5,000,000 for any one incident or series of connected incidents. **TBCT** shall upon request by **the Council**, at any time, produce such policies of insurance together with the receipt for the current year's premium.

## 6. Monitoring and Evaluation

**TBCT** shall comply with the monitoring and evaluation arrangements as set out in the conditions.

**TBCT** shall allow **the Council** reasonable access to the premises/sites where the service is provided and to financial information and other documentation relevant to the monitoring requirements set out in Schedule C.

The clause above does not relate to statutory rights of access of the client, or government or other authority or regulatory body who may have legitimate rights to information.

## 7. Service Agreement Management

**The Council** and **TBCT** shall each nominate a Service Agreement Manager to act on their behalf. Any decision, notice, information or communication given or made by a Service Agreement Manager or his duly nominated representatives (such nomination being advised in writing) shall be deemed to have been given by **the Council** or **TBCT** as the case may be.

## 8. Assignment

**TBCT** shall not assign any element of this Agreement, or sub-contract its duties and obligations within this Agreement, without the prior written consent of **the Council**.

## 9. Agreement Reviews

Reviews of the Agreement may be initiated by either party for the duration of the Agreement

## 10. Financial Management

a) **The Council** agrees to commission the services of **TBCT** as detailed in Schedule A at the costs detailed in Schedule C for the duration of the Agreement.

b) Payment will be made in two equal installments annually, in advance on the following dates:

- **31 January**
- **31 July**

c) If **TBCT** shall fail to meet the service specifications or standards **the Council** may bring this agreement to an end and require immediate repayment of all or part of the pre-paid funding.

## 11. Duration and Termination

This Agreement shall come into force on 1 January 2017 and subject to the provisions below shall continue in force until 31 December 2020.

a) It may be terminated forthwith by either party at any time on giving to the other party not less than 6 months notice in writing.

b) Either party shall be entitled to terminate this Agreement if :-

- i) the other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 28 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied

- ii) another party, or individual with which there is not an Agreement takes possession or a receiver is appointed over any of the property or assets of that other party
  - iii) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order
  - iv) a petition is presented, or a resolution is passed, for the winding up of that other party
  - v) that other party ceases, or threatens to cease, to carry on the services of this Agreement.
- c) During the period of Termination the parties shall:-
- i) Work to ensure that the interests and needs of users are met;
  - ii) Endeavour to reconcile all financial matters including sums outstanding;
  - iii) Return any property of the other party.

## 12. Entire Agreement and Variation

- a) This Agreement (together with the Schedules hereto) sets forth the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- b) The Council will seek an agreement with the provider for compliance with **the Council's** Equal Opportunity, Safeguarding, Community Safety and Environmental Policies, particularly its procurement provisions.
- c) No variation shall be made to this Agreement unless such variation is in writing and agreed to by duly authorised representatives of both parties.

## 13. Settlement of Disputes

- a) A difference or dispute arising out of this Agreement shall be dealt with as follows:
  - i) the aggrieved party shall notify the other party via the Service Agreement Manager in writing giving details of the dispute or difference
  - ii) **The Council** will work with **TBCT** to identify the causes of the problems and make recommendations to enable a resolution (this would not prevent **the Council** exercising its rights to end the agreement).
  - iii) within 14 days of such notification the Service Agreement Manager of **the Council** and Service Agreement Manager of **TBCT** (or in their absence a duly authorised representative) shall meet to attempt to resolve the dispute or difference

iv) if within 28 days after any notification given pursuant to clause a) i) above the dispute or difference in question has not been resolved, the matter shall be referred to the Executive Manager Operations for a decision

b) Nothing within this clause shall prevent the parties at any time agreeing to settle any difference or dispute arising out of this Agreement without recourse to arbitration.

THIS AGREEMENT IS SIGNED ON BEHALF OF THE CHIEF EXECUTIVE OF RUSHCLIFFE BOROUGH COUNCIL BY:

.....(Executive Manager Communities)

Print Name .....

Date .....

And On behalf of Trent Bridge Community Trust by:

Signature .....

Print Name .....

Designation .....

Date .....

**SERVICES**

In broad terms, **Positive Futures** agrees:

- To provide targeted support to young people aged 9 and above within the catchment areas of East Leake Academy, South Nottinghamshire Academy, South Wolds Academy and Toothill School (subject to agreement of both parties the focus schools could be amended)
- The support provided within the above areas will include; mentoring support, accreditations, educational workshops, term-time and holiday activities and links with other programmes such as YouNG
- To facilitate delivery through locality management groups attended by a range of community stakeholders

## SCHEDULE B

### PERFORMANCE OUTPUTS

Output	Target over 4 years	Annual target
Mentor Support: 1-2-1 mentoring support in school, personal action plans to improve behaviour and achievement	240	60
NEETS (Not in Employment, Education or Training) people of the community supported into work or training 16-24	50	12
YouNG - Developing work placement opportunities for young people engaged with the project. Most likely young people with reduced school timetable.	60	15
Peer Mentors – young people trained to support the delivery of sessions to other young people	48	12
Accreditations – ASDAN or DARE qualifications ranging from first aid to football	240	60
Educational workshops – themed delivery on subjects	16	4
Participation opportunities (after school and school holidays)	850	213
Cross area events – Fun sports competitions between Positive Futures groups from each of our localities	20	5
Community pride – Delivery of physical improvements identified by local communities and delivered by local young people	16	4
Residential visits – outward bound style activities to develop relationships, self-esteem, reward achievement and take part in educational workshops	4	1
Celebration evenings – annual events organised by the young people and held at Trent Bridge to celebrate achievements with parents and other key stakeholders	4	1



**EVALUATION AND MONITORING**

All parties will monitor the Service Level Agreement performance on a quarterly basis. Any party may call a meeting to discuss any part of the performance of the Service Agreement and where appropriate amendments to the Service Level Agreement will be made if agreed by all parties.

**TBCT** will provide activity monitoring reports with evidence of outcomes to Rushcliffe Borough Council 4 times per year. The reports will focus on the progress against the targets, any relevant developments/issues and recommendations for future work. **The Councils Service Agreement Manager, Cabinet Portfolio Holders for Communities** and the **TBCT Service Manager** will meet on a six monthly basis, to review performance and agree the strategic approach for the next 6 months. In addition, there will be an annual scrutiny of the partnership at Partnership Delivery Group.

**PAYMENT**

**Subject to meeting all of the outcomes shown in Schedule B, Rushcliffe Borough Council will pay TBCT £110,000 per annum for the period 2017 – 2020 (inclusive)**

Any and all sums paid or payable to the provider, under or pursuant to this agreement, shall be exclusive of Value Added Tax (where appropriate).

**SERVICE LEVEL AGREEMENT  
 BETWEEN  
 RUSHCLIFFE BOROUGH COUNCIL  
 AND  
 TRENT BRIDGE COMMUNITY TRUST**

**SERVICE AGREEMENT IDENTIFIER**

Agreement Identifier

Services Covered    See Schedules A & B

**Commissioner Details**

**Rushcliffe Borough Council**

Address    Rushcliffe Arena  
   Rugby Road  
   West Bridgford  
   Nottingham

Post code    NG2 7HY

Telephone No.   0115 9148267

**Service Agreement Manager                                    David Mitchell**

**Executive Manager Finance                                    Peter Linfield**

\*\*\*\*\*

**Provider Details**

Trent Bridge Community Trust  
 Trent Bridge  
 Nottingham  
 NG2 6AG

**Service Agreement Manager                                    Tim Etherington**

**Trent Bridge Community Trust**



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**RUSHCLIFFE BOROUGH COUNCIL**

**AND**

**TRENT BRIDGE COMMUNITY TRUST**  
**(YouNG Programme)**

**APRIL 2018 to DECEMBER 2020**

**Service Level Agreement between**  
**RUSHCLIFFE BOROUGH COUNCIL**  
**& TRENT BRIDGE COMMUNITY TRUST**

TOTAL for 2 years and 9 months' delivery 2018 - 2020..... £82,000 per annum pro rata

TERMS AND CONDITIONS OF AGREEMENT between  
RUSHCLIFFE BOROUGH COUNCIL and TRENT BRIDGE  
COMMUNITY TRUST

Date of Commencement: 1 April 2018 to 31<sup>st</sup> December 2020  
(Period – 2 year & 9 months).

This agreement relates to:

- the provision of services in Rushcliffe Borough
- the above period only

**NB.** Reference throughout this document to **the Council** or ‘the Customer’ shall mean, **Rushcliffe Borough Council**, and to **TBCT** or ‘the Contractor’ shall mean, **Trent Bridge Community Trust**.

**1. The Council’s Corporate Plan**

All activity undertaken by **TBCT** and funded through this agreement must assist in helping **the Council** achieve its priorities as set down in **the Council’s** Corporate Plan.

**2. Local Authority Compact**

Both parties are committed to fulfilling their obligations under the agreement within the framework of the current Compact and are committed to the development and implementation of a new style joint framework for partnership working.

**3. General Conditions**

**TBCT** shall collaborate with **the Council** through the formation of a **Joint Strategic Board** to deliver the services set out in **Schedule A & B** in accordance with the terms and conditions of this agreement.

Together **TBCT** and **the Council** will continue to seek opportunities to develop the YouNG programme and brand whilst also enhancing the reputation of Nottinghamshire County Cricket Club and **the Council** in supporting and developing the talents and abilities of young people.

The joint strategic board shall

- a) Provide direction, encouragement and support to seek out and create opportunities and outcomes to support long-term sustainability of the YouNG programme. The **Joint Strategic board** will meet a **minimum of 2 times per year**.
- b) Ensure that in providing the services, it complies with and achieves the activities as set out in Schedule A.

- c) Perform to the standards as set out in Schedule B.
- d) Perform in accordance to appropriate professional standards.
- e) Exercise all reasonable skill, care and diligence in the performance of service delivery.
- f) Comply with all applicable statutory and other legal requirements, regulations and all relevant voluntary and compulsory codes of conduct.
- g) The joint strategic board will support and attend an annual scrutiny meeting, currently managed through the Partnership Delivery Group (**see Schedule C**).
- h) Provide to **the Council** any other such reports in relation to the provision of services relating to this agreement as **the Council** shall reasonably require. **The Council** will give adequate notice in such cases.
- i) Create, maintain and effectively manage any personal information and records generated during the period of this agreement (See Section 10 and Annex E for more details).

## 5. Duties of the Provider

It is the duty of **TBCT** to:

- a) Ensure that all necessary measures are taken for the protection and safekeeping of any staff or volunteers, together with any items of property or information, to be used or employed by **TBCT**, in connection with the provision of services under this agreement.
- b) Indemnify and keep **the Council** indemnified against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by **the Council** as a result of, or in connection with:-
  - i) Any breach by **TBCT** of any of the provisions of this agreement; or
  - ii) Any act or omission of its employees, agents or sub-contractors (including, but without limitation, voluntary workers) in connection with the provision of services by **TBCT** under this agreement; or
  - iii) Any claim brought against **the Council** by any third party which arises in connection with the provision of services by **TBCT** under this agreement.
- c) Without prejudice to the provisions of sub-clause 5b) take out, and throughout the period of this agreement, maintain policies of insurance with an insurance company of good repute against any liability for which **TBCT** may be responsible in connection with the provision of services under this agreement (including, but without limitation, employer's liability), such insurance shall be in a minimum amount of £5,000,000 for any one incident or series of connected incidents. **TBCT** shall upon request by **the Council**, at any time, produce such policies of insurance together with the receipt for the current year's premium.

## 6. Monitoring and Evaluation

**TBCT** shall comply with the monitoring and evaluation arrangements as set out in the conditions in Schedule C.

**TBCT** shall allow **the Council** reasonable access to the premises/sites where the service is provided and to financial information and other documentation relevant to the monitoring requirements set out in Schedule C.

The clause above does not relate to statutory rights of access of the client, or government or other authority or regulatory body who may have legitimate rights to information.

## 7. Service Agreement Management

**The Council** and **TBCT** shall each nominate a Service Agreement Manager to act on their behalf. Any decision, notice, information or communication given or made by a Service Agreement Manager or his duly nominated representatives (such nomination being advised in writing) shall be deemed to have been given by **the Council** or **TBCT** as the case may be.

## 8. Assignment

**TBCT** shall not assign any element of this Agreement, or sub-contract its duties and obligations within this Agreement, without the prior written consent of **the Council**.

## 9. Agreement Reviews

Reviews of the Agreement may be initiated by either party for the duration of the Agreement.

## 10. Data Protection

- a) The Parties acknowledge that for the purposes of the Data Protection Legislation, the **Council** is the Data Controller and **TBCT** is the Data Processor. The only processing that **TBCT** is authorised to do is listed in Schedule [E] by the **Council** and may not be determined by **TBCT**.
- b) **TBCT** shall notify the **Council** immediately if it considers that any of the **Council's** instructions infringe Data Protection Legislation.
- c) **TBCT** shall provide all reasonable assistance to the **Council** in the preparation of any Data Protection Impact Assessment prior to commencing

any processing. Such assistance may, at the discretion of the **Council**, include:

- i) A systematic description of the envisaged processing operations and the purpose of the processing;
  - ii) An assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - iii) An assessment of the risks to the rights and freedoms of Data Subjects and
  - iv) The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- d) **TBCT** shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- i) Process that Personal Data only in accordance with Schedule [E], unless the Contractor is required to do otherwise by Law. If it is so required **TBCT** shall promptly notify the **Council** before processing the Personal Data unless prohibited by Law;
  - ii) Ensure that it has in place Protective Measures, which have been reviewed and approved by the **Council** as appropriate to protect against a Data Loss Event having taken account of the:
    - Nature of the data to be protected;
    - Harm that might result from a Data Loss Event;
    - State of technological development; and
    - Cost of implementing any measures.
  - iii) Ensure that :
    - **TBCT** Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule E);
    - It takes all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that they:
      - a) Are aware of and comply with the duties of **TBCT** under this clause;
      - b) Are subject to appropriate confidentiality undertakings with **TBCT** or any Sub-processor;
      - c) Are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing



- to do so by the **Council** or as otherwise permitted by this Agreement; and
- d) Have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - e) Not transfer Personal Data outside of the EU unless the prior written consent of the **Council** has been obtained and the following conditions are fulfilled:
    - i) The **Council** or **TBCT** has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the **Council**;
    - ii) The Data Subject has enforceable rights and effective legal remedies;
    - iii) **TBCT** complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the **Council** in meeting its obligations); and
    - iv) **TBCT** complies with any reasonable instructions notified to it in advance by the **Council** with respect to the processing of the Personal Data;
  - f) At the written direction of the **Council**, delete or return Personal Data (and any copies of it) to the **Council** on termination of the Agreement unless **TBCT** is required by Law to retain the Personal Data.
  - g) Subject to clause 1.6, **TBCT** shall notify the Council immediately if it:
    - i) Receives a Data Subject Access Request (or purported Data Subject Access Request);
    - ii) Receives a request to rectify, block or erase any Personal Data;
    - iii) Receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
    - iv) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
    - v) Receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
    - vi) Or becomes aware of a Data Loss Event.
  - h) **TBCT's** obligation to notify under clause (10-g) shall include the provision of further information to the Customer in phases, as details become available.

- i) Taking into account the nature of the processing, **TBCT** shall provide the **Council** with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 10.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
  - i) The **Council** with full details and copies of the complaint, communication or request;
  - ii) Such assistance as is reasonably requested by the **Council** to enable the **Council** to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
  - iii) The **Council**, at its request, with any Personal Data it holds in relation to a Data Subject;
  - iv) Assistance as requested by the **Council** following any Data Loss Event;
  - v) Assistance as requested by the **Council** with respect to any request from the Information Commissioners Office, or any consultation by the **Council** with the Information Commissioner's Office.
  
- j) **TBCT** shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where TBCT employs fewer than 250 staff, unless:
  - i) The **Council** determines that the processing is not occasional;
  - ii) The **Council** determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - iii) The **Council** determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
  
- k) **TBCT** shall allow for audits of its Data Processing activity by the **Council** or their designated auditor.
  
- l) **TBCT** shall designate a data protection officer if required by Data Protection Legislation.
  
- m) Before allowing any Sub-processor to process any Personal Data related to this Agreement, **TBCT** must:
  - i) Notify the **Council** in writing of the intended Sub-processor and processing;
  - ii) Obtain the written consent of the **Council**;
  - iii) Enter into a written agreement with the Sub-processor which give effect to the terms set out in clauses 10.1-10.14 inclusive such that they apply to the Sub-processor; and

- iv) Provide the **Council** with such information regarding the Sub-processor as the **Council** may reasonably require.
- n) **TBCT** shall remain fully liable for all acts or omissions of any Sub-processor.
- o) **TBCT** may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- p) The Parties agree to take account of any guidance issued by the Information Commissioners Office. The **Council** may on not less than 30 Working Days' notice to **TBCT** amend this agreement to ensure that it complies with any guidance issued by the Information Commissioners Office.

## 11. Financial Management

- a) **The Council** agrees to commission the services of **TBCT** as detailed in Schedule A at the costs detailed in Schedule C for the duration of the Agreement.
- b) Payment will be made in two equal installments annually, in advance on the following dates:
  - **30 April**
  - **30 September**
- c) If **TBCT** shall fail to meet the service specifications or standards **the Council** may bring this agreement to an end and require immediate repayment of all or part of the pre-paid funding.

## 12. Duration and Termination

This Agreement shall come into force on 1 April 2018 and subject to the provisions below shall continue in force until 31 December 2020.

- a) It may be terminated forthwith by either party at any time on giving to the other party not less than 6 months notice in writing.
- b) Either party shall be entitled to terminate this Agreement if:-
  - i) The other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 28 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied

- ii) Another party, or individual with which there is not an Agreement takes possession or a receiver is appointed over any of the property or assets of that other party
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  - iv) A petition is presented, or a resolution is passed, for the winding up of that other party
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- c) During the period of Termination the parties shall:-
- i) Work to ensure that the interests and needs of users are met;
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  - iii) Return any property of the other party.

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- a) This Agreement (together with the Schedules hereto) sets forth the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- b) The **Council** will seek an agreement with the provider for compliance with **the Council's** Equal Opportunity, GDPR, Safeguarding, Community Safety and Environmental Policies, particularly its procurement provisions.
- c) No variation shall be made to this Agreement unless such variation is in writing and agreed to by duly authorised representatives of both parties.

### 14. Settlement of Disputes

- a) A difference or dispute arising out of this Agreement shall be dealt with as follows:
  - i) The aggrieved party shall notify the other party via the Service Agreement Manager in writing giving details of the dispute or difference
  - ii) **The Council** will work with **TBCT** to identify the causes of the problems and make recommendations to enable a resolution (this would not prevent **the Council** exercising its rights to end the agreement).

iii) within 14 days of such notification the Service Agreement Manager of **the Council** and Service Agreement Manager of **TBCT** (or in their absence a duly authorised representative) shall meet to attempt to resolve the dispute or difference

iv) if within 28 days after any notification given pursuant to clause a) i) above the dispute or difference in question has not been resolved, the matter shall be referred to the Executive Manager Operations for a decision

- b) Nothing within this clause shall prevent the parties at any time agreeing to settle any difference or dispute arising out of this Agreement without recourse to arbitration.

**THIS AGREEMENT IS SIGNED ON BEHALF OF THE CHIEF EXECUTIVE OF RUSHCLIFFE BOROUGH COUNCIL BY:**

.....(Executive Manager Communities)

Print Name .....

Date .....

**And On behalf of Trent Bridge Community Trust by:**

Signature .....

Print Name .....

Designation .....

Date .....

**SERVICES**

In broad terms, **YouNG Futures** agrees:

- To promote and grow the brand of YouNG in an entrepreneurial way
- To provide 30 dedicated hours (per week) management of the programme.
- To develop an accreditation scheme for businesses to be young person friendly and provide work experience placements.
- To deliver a weekly YouNG ambassadors programme which includes a YouNG ambassador representative from each of the seven secondary schools across Rushcliffe and provides; mentoring support, accreditations, educational workshops, careers advice and guidance and employability activities via digital channels into schools.
- Redefine and develop a range of work experience placement under the following headings;

Snapshot	- business insight (half day/1 day)
Traditional	- 1 week
Long Term	- 1 or 2 days per week (reduced timetable)
- Promote work experience and employability opportunities via a dedicated website and through social media and other marketing channels.
- To deliver existing projects such as the YouNG Goes Euro, Enterprise International and the ESF Move ahead and Stay ahead project.
- Commitment to recruit and develop Interns annually.

**PERFORMANCE OUTPUTS**

The below target range have been agreed that the lower number will be the minimum expectations of the delivery outcomes.

**Work experience – definitions:**

**Snap-shot or company insight:**

Snap-shot or insight days tend to be half or 1 day long, to give an insight into the company and the work it does. They should be designed to be interesting and enjoyable, consisting of tour, team challenges and some informal mentoring from a member of the organisation. It is a great way to see whether a firm or industry is a good fit for the YouNG person.

**Traditional:**

Traditional work experience is defined as a short period of time within a company, such as one to two weeks to gain exposure to an organisation. It might include an element of **work shadowing** staff to observe what they do in order to understand a role better as well as getting involved in relatively low level tasks to help support the business in a very practical way. This is an unpaid placement within the organisation.

**Long Term:**

Linked to the positive futures programme this work experience opportunity is for students that are referred by the schools who feel they need extra care and support and may be on a reduced timetable. The aim is to provide 1-day vocational work experience over a prolonged period where the student returning to the organisation with a focus on employability post formal education.

NB- This figure is school led based upon need so figures may be lower based upon demand.

**Internal and external work experiences proxy measure:**

Internal work experiences are defined as work experiences taking place with Trent Bridge or Rushcliffe Borough Council.

External work experiences are defined as work experiences taking place in business that are external to both organisations but can be in the public, private or voluntary sector. This will involve building and sustaining relationships with business across the area.

Output	Stretch Target over 2 years and 9 Months	Minimum overall target	Stretch Annual target	Minimum annual target
Snapshot	<b>150</b>	<b>90</b>	<b>50</b>	<b>30</b>
Traditional	<b>90</b>	<b>30</b>	<b>30</b>	<b>10</b>
Long term	<b>45</b>	<b>45</b>	<b>15</b>	<b>15</b>
<b>Total</b>	<b>285</b>	<b>165</b>	<b>95</b>	<b>55</b>
Internal work experience proxy measure	<b>220</b>	<b>120</b>	<b>70</b>	<b>40</b>



External work experience proxy measure	<b>65</b>	<b>45</b>	<b>25</b>	<b>15</b>
<b>Business registered working with YouNG</b>				
This output is to grow the list of businesses that provide work experiences and other support to YouNG. Their business details and the opportunity offered would appear on the website and would aim to grow annually				
<b>Output</b>	<b>Stretch Target over 2 years and 9 Months</b>	<b>Minimum overall target</b>	<b>Stretch Annual target</b>	<b>Minimum annual target</b>
Registered companies offering work experience:	<b>75</b>	<b>45</b>	<b>25</b>	<b>15</b>
<b>Web and Social media</b>				
<p>I. Maintain and develop a YouNG website platform over the duration of the SLA where young people can find information about the programme and how to get involved.</p> <p>II. Maintain and develop a social media presence for the following but not exclusive platforms. Facebook, Instagram, twitter and Vimeo</p>				
<b>Output (II) target</b>	<b>Stretch Target over 2 years and 9 Months</b>	<b>Minimum overall target</b>	<b>Stretch Annual target</b>	<b>Minimum annual target</b>
Achieve between 10% & 20% growth on social media per annum across all platforms from a current baseline of 1656	2646	2151	1986	1821
<b>Ambassadors Programme</b>				
The YouNG ambassador programme is a contract of employment with one young person representing each secondary school across Rushcliffe. The sessions are two hours long with an additional hour of work taking place in the ambassadors own time.				
<b>Output</b>	<b>overall target</b>		<b>Annual Target</b>	
Ambassadors	21		7	
Ambassadors – young people trained to support the delivery of sessions to other young people	117 sessions		39 sessions	
Ambassador and work placement accreditations which may include long term work placements which enhance employability	45		15	
<b>YouNG Markets</b>				

YouNG markets are physical markets which provide the opportunity for young people to showcase their talents – whether that be performing or entrepreneurial. Young people can perform on stage or have a stall to run their own business and sell goods they have either produced or bought in.

Young performers also perform on stage at the same time as the market is held.

The YouNG markets are for young people aged 12-21, some of which may still be in full time education.

Output	Stretch Target over 2 years and 9 Months	Minimum overall target	Stretch Annual target	Minimum annual target
YouNG Markets	15	6	5	2

#### Notes on targets

#### Preparatory Work and Ongoing Pastoral Support for Work Experiences

Placements can often fail because of poor preparation on behalf of the participant, especially in relation to young people. Trent Bridge will be responsible for ensuring participants are fully motivated, have researched the business and sector and begin the placement with a clear idea of what they would like to achieve out of their experience.

Similarly, when providing work experience, employers will need to be suitably prepared. This will include ensuring employers provide meaningful placements with activities that reflect real world experiences, managing the expectations of employers and providing ongoing pastoral support for employers and participants to mitigate against any potential difficulties during the placement. It is also important that employers participating in the campaign are supported to become disability and mental health confident.

There is also a need for teachers to be educated on the importance of work experience for young people, adults and employers. Teachers are often unaware of the added benefits work experience can provide ranging from supporting social mobility, increasing diversity in the workforce helping those with health related barriers to work gain employment to providing recruitment, retention and productivity solutions for businesses.

**Evaluation** – Undertake an evaluation each of the Work Experience placement delivered

### **EVALUATION AND MONITORING**

All parties will monitor the Service Level Agreement performance on a six monthly basis. Any party may call a meeting to discuss any part of the performance of the Service Agreement and where appropriate amendments to the Service Level Agreement will be made if agreed by all parties.

**TBCT** will provide activity-monitoring reports with evidence of outcomes to Rushcliffe Borough Council 2 times per year. The reports will focus on the progress against the targets, any relevant developments/issues and recommendations for future work. **The Councils Service Agreement Manager, Cabinet Portfolio Holders for Communities** and the **TBCT Service Manager** will meet on a six monthly basis, to review performance and agree the strategic approach for the next 6 months which they will present to the **Joint Strategic Board**. **TBCT** will provide secretariat support to the **Joint Strategic Board** and in addition will attend an annual scrutiny of the partnership (currently) Partnership Delivery Group.

### **PAYMENT**

**Subject to meeting all of the outcomes shown in Schedule B, Rushcliffe Borough Council** will pay **TBCT** £82,000 per annum pro rata for the period 2018 – 2020 as follows:

**2018-2019 Total £68,290**

**2019-2020 Total £82,000**

**2020-2021 Total £61,500**

Payment will be made in two equal installments annually, in advance on the following dates:

- **30 April**
- **30 September**

Any and all sums paid or payable to the provider, under or pursuant to this agreement, shall be exclusive of Value Added Tax (where appropriate).



### **Schedule of Processing, Personal Data and Data Subjects**

TBCT shall comply with any further written instructions with respect to processing by the Council.

Any such further instructions shall be incorporated into this Schedule E.

#### **1.1 Subject matter of the processing**

All data and information collected in the delivery of the YouNG Project, as detailed in Schedule A.

#### **1.2 Duration of the processing**

The processing period will commence on the 1<sup>st</sup> April 2018 and conclude at midnight of the 31<sup>st</sup> of December 2020.

#### **1.3 Nature and purposes of the processing**

The purpose of the data processing shall be to deliver the YouNG Project as detailed in Schedule A.

Processing of data shall include the recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### **1.4 Types of personal data**

The following personal data may be collected, name, address, date of birth, NI number, telephone number, pay, images, biometric data, medical details, banking details, gender, and ethnicity.

#### **1.5 Categories of data subject**

The category of data subjects are as follows, Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, students / pupils, members of the public, and users of the YouNG website <http://www.weareyoung.org.uk/> and any subsequent website developed.

#### **1.6 Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.**

All personal data held by TBCT for the duration of this agreement shall be securely returned to the Council on termination of the agreement on 31<sup>st</sup> of December 2020, unless it can be securely destroyed if it has exceeded its internal retention period or statutory retention limit. Before destroying any personal data during or at the end of this agreement, TBCT must obtain approval from the Council in advance and maintain

a register of any and all records destroyed. This register will also be returned to the Council at the end of this agreement.

**DPA CLAUSE DEFINITION**

**Party** : a Party to this Agreement

**Agreement** : this contract;

**Law** : means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

**Contractor Personnel** : means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

**Data Protection Legislation** : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment** : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Access Request** : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018** : Data Protection Act 2018

**GDPR** : the General Data Protection Regulation (*Regulation (EU) 2016/679*)

**LED** : Law Enforcement Directive (*Directive (EU) 2016/680*)

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and

regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor** : any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement





**Communities Scrutiny Group**

**Thursday, 3 October 2019**

**Carbon Management**

## **Report of the Executive Manager – Neighbourhoods**

### **1. Purpose of report**

1.1. On 7 March 2019, Rushcliffe Borough Council passed the following motion;

*In the light of the recent Intergovernmental Panel on Climate Change (IPCC) report, declaring a climate emergency, Rushcliffe Borough Council will evaluate the implications of the report and review its 2010 Carbon Management Plan. The review should be undertaken by a relevant scrutiny group, and their findings shall be considered by the Cabinet by no later than March 2020. This Council calls upon the designated scrutiny group to consider the Council setting a carbon neutral target to be achieved by 2030.*

*The commitment to review and implement a refreshed target should also be integrated into the Council's commitment and leadership to parish councils, business and strategic partners, to deliver widespread carbon reductions across the borough. Rushcliffe Borough Council will continue to call on the Government to provide the necessary powers and resources to make local action on climate change easier.*

1.2. This report outlines the Council's current strategic framework and recent performance in reducing carbon emissions from the Council's direct operations. A presentation will be delivered to the Group by the Community Development Manager and the Environmental Sustainability Officer which will cover the scale of the challenge faced, local emissions, delivery of the existing action plan and the proposed scope, approach and resource considerations of developing a new action plan capable of achieving carbon neutral status by 2030.

### **2. Recommendation**

It is RECOMMENDED that the Communities Scrutiny Group:

- a) Endorses the priority focus on the Council's own direct operations and the mitigation required to achieve carbon neutral status by 2030
- b) Requests that officers undertake a further review in 2025 regarding the potential adoption of a Borough-wide net zero carbon emissions target

- c) Comments on the proposed process to produce a new carbon management action plan and indicates their interest in attending training
- d) Requests that officers report back to scrutiny in January 2020 with a draft action plan (including resource implications) to enable members to make their recommendations to Cabinet in March 2020

### **3. Reasons for Recommendation**

- 3.1. On 26 June 2019, The Climate Change Act 2008 (2050 Target Amendment) Order 2019 was enacted. This Order changes the Climate Change Act 2008 to require that the net UK carbon account for the year 2050 must be 100% lower than the 1990 baseline, i.e net zero emissions.
- 3.2. The UK Committee on Climate Change states: “There is a crucial role for local authorities in reducing emissions to meet national carbon budgets” and “The focus of a local authority low-carbon plan should be emissions drivers over which they have significant influence. In particular ... residential and non-residential buildings, surface transport, waste and own estate”.

### **4. Supporting Information**

- 4.1. The Council’s Carbon Management Plan was approved by Cabinet in June 2011, with a target to reduce carbon emissions by 15% by 2015 and a longer term target of 30% by 2020, from our base year of 2008/09, in line with Government guidance at that time.
- 4.2. It was agreed in November 2013 that future actions for the Carbon Management Plan be incorporated into the Climate Change Strategy Action Plan which runs to 2020. A significant part of the Climate Change Strategy Action Plan has now been completed, including:
  - a. Moving the main council offices to a new building
  - b. Redeveloping leisure provision in West Bridgford
  - c. Working with partners to deliver affordable warmth
  - d. Purchasing cleaner more carbon efficient vehicles.
- 4.3. However, some parts of the Action Plan have not yet been fully delivered, including:
  - a. Redeveloping leisure provision in Bingham
  - b. Redeveloping the depot (services moving during 2019)
  - c. Staff and user travel plan at the Arena
  - d. Adoption of the local plan (Part 2 planned for adoption during 2019)
- 4.4. All of this has led to an 18.2% drop in emissions up to April 2018 from our base year of 2008/09 for carbon emissions from our operations and services.

- 4.5 The relative split in carbon emissions across the Council's estate for the 12 month period April 2017 to March 2018 is shown in Figure 1. This highlights the significant impact that Leisure Centres have on carbon generation.

**Fig 1 - RBC contribution by source in 2017/18:**

	<b>GHG Emissions In tonnes CO<sub>2</sub>e</b>	<b>% Contribution</b>
Gaseous fuels for own consumption	134	3.08
Vehicle fleet	772	17.73
Grid electricity	280	6.45
Streetwise Fleet	118	2.72
Business Travel	43	1.01
Externally Managed Leisure Centres - Gas Consumption	1,971	45.27
Externally Managed Leisure Centres - Electricity Consumption	930	21.36
Losses due to Electricity transmission and distribution	103	2.37
<b>Total</b>	4,351	

- 4.6 Green House Gas emissions from the authorities operations and services are measured by taking records of electricity and gas usage for property (including leisure centres provided by the authority but operated by contractors), litres of petrol and diesel used by the Council and fleet and mileage claims for business travel by staff. This is converted to emissions of carbon equivalents by a methodology published annually by the Department for Environment, Food and Rural Affairs (DEFRA) and the Department for Business, Energy and Industrial Strategy (BEIS).
- 4.7 Emissions caused by water use on council property, employee commuting (this is often regarded as the employees own carbon footprint), waste generated by the authorities operations and fugitive emissions (e.g. from air conditioning units) are not calculated as the data to make these calculations is not available. We do not record emissions from property (e.g. office and industrial units) let to other users, as this will be part of that businesses carbon footprint.

### **Proposed approach to developing and RBC action plan**

- 4.8 To be effective it is important to understand the sphere of influence that the Council can have in terms of tackling the challenge of climate change and carbon reduction. This will also help to ensure that there is clarity in terms of delivering the Council's motion and form the basis of a draft plan to be approved by Cabinet next year. Therefore the priority will be to understand if the Council can deliver a plan to be carbon neutral by 2030 for its own

operations, the extent to which by 2030 we can make changes to key contracts such as leisure and then understand how we can best influence wider business and the community.

- 4.9 Even in terms of the Council's own direct operations, to completely eradicate all emissions is unlikely to be possible therefore it is likely there will need to be an action within the plan to produce zero emission power (e.g. solar and wind generation – this can be by direct generation or by investing in local businesses, bio generation (green waste composting / bio digestion and bio methane electricity generation), food waste collection and bio generation, algae fuels). Any residual emissions would need to be re-absorbed to achieve net zero status e.g. through tree planting projects.
- 4.10 An officer steering group led by the Executive Manager – Neighbourhoods has been set up to consider how the Council can best respond to these challenges, which will report into the Communities Scrutiny work programme. Membership of the group includes:
- Fleet
  - Contracts
  - Community Development
  - Environmental Health
  - Communications
  - Property
  - Planning/planning policy
  - Finance
  - Human Resources.
- 4.11 Training needs are an important consideration in the development and delivery of a carbon management plan. Although there are officers with knowledge and experience in this field there is a gap in terms of the extent of internal 'expertise' and dedicated capacity. It is therefore likely that additional support and/or training will be required for officers and potentially Councillors.

## **5 Risks and Uncertainties**

- 5.1 There is a strong scientific consensus that human activities have caused global warming. Without significant change in behaviour and policy, continued increases in temperature at the current rate will result in global warming reaching 1.5 degrees between 2030 and 2052. This would cause irreversible damage to the environment and result in climate related risks to health, livelihoods', food security, water supply and economic growth. (Intergovernmental Panel on Climate Change report October 2018). This highlights a significant longer-term risk of major environmental and societal damage resulting from inactivity to tackle climate change.

## **6 Implications**

### **6.1 Financial Implications**

Given the scale of the challenge ahead and relatively modest progress that has been made over the previous decade, significant change will be needed. Although some improvements can be made at relatively low cost there is likely to be a capital and revenue investment required if a carbon neutral target is to be achieved by 2030. It will therefore be important to understand what the carbon value for money impact is for initiatives to inform the Council's Medium Term Financial Strategy and beyond.

### **6.2 Legal Implications**

Achieving Carbon Neutral by 2030 in itself is not in a legal requirement and consequently there is no legal duty for the Council to undertake actions and activities in support of the target. However, Council has agreed a motion that establishes an expectation to deliver widespread carbon reductions.

### **6.3 Equalities Implications**

There are no equalities implications arising from this report.

### **6.4 Section 17 of the Crime and Disorder Act 1998 Implications**

There are no implications arising from this report that impact on community safety in respect of Section 17 of the Crime and Disorder Act 1988.

## **7 Link to Corporate Priorities**

7.1 The issues raised within this report contribute directly to two of the Council's Corporate priorities, namely; 'The Environment' and 'Quality of Life'.

## **8 Recommendations**

It is RECOMMENDED that the Communities Scrutiny Group:

- a) Endorses the priority focus on the Council's own direct operations and the mitigation required to achieve carbon neutral status by 2030
- b) Requests that officers undertake a further review in 2025 regarding the potential adoption of a borough-wide net zero carbon emissions target
- c) Comments on the proposed process to produce a new carbon management action plan and indicates their interest in attending training
- d) Requests that officers report back to scrutiny in January 2020 with a draft action plan (including resource implications) to enable members to make their recommendations to Cabinet in March 2020.

<b>For more information contact:</b>	Dave Banks Executive Manager - Neighbourhoods 0115 9148438 dbanks@rushcliffe.gov.uk
<b>Background papers available for Inspection:</b>	Minutes of Council 7 March 2019 – Notice of Motion A.
<b>List of appendices:</b>	None.



## Communities Scrutiny Group

Thursday, 3 October 2019

## Public Space Protection Order Review

### Report of the Executive Manager – Neighbourhoods

#### 1. Purpose of report

- 1.1. The purpose of this report is to consider whether to extend the current Public Space Protection Order for a further three years.

#### 2. Recommendation

It is RECOMMENDED that that the Communities Scrutiny Group endorse the proposal to extend the Public Space Protection Order to control street drinking and outdoor sleeping in the areas set out in Appendix 1 and 2.

#### 3. Reasons for Recommendation

- 3.1 The Council approved a Public Space Protection Order (PSPO) on 2 February 2017 which controls the activities of street drinking and outdoor sleeping in key areas of West Bridgford and Edwalton. It is a requirement of the enabling legislation, namely the Anti-Social Behaviour Crime and Policing Act 2014, to review the Order after the expiry of 3 years.

#### 4 Supporting Information

- 4.1 The Anti-Social Behaviour, Crime and Policing Act 2014 provides powers for local authorities to introduce measures to address anti-social behaviour in public places. PSPOs' are flexible enforcement tools which apply to a broad range of issues and are designed to stop individuals or groups committing anti-social behaviour in a public space. The Council must be satisfied on reasonable grounds that activities carried out in a public space will have or are likely to have:

- A detrimental effect on the quality of life of those in the local
- Are persistent or continuing in nature
- Are unreasonable
- And justify the restrictions imposed.

- 4.2 The need for a PSPO was established with the support of key partners such as the Police and Nottinghamshire County Council to help tackle anti-social behaviours associated with street drinking and outdoor sleeping, namely:

- Vomiting, urinating and defecating in public areas
  - Littering
  - Violence, aggressive or intimidating behaviour
  - Criminal damage.
- 4.3 Failure to abide by these orders may result in the issue of a fixed penalty of £100 with an early repayment reduction to £60, which if not paid may then result in prosecution (maximum fine £1000 for most offences). It should be noted that revised statutory guidance was issued in December 2017 which specifically states that:
- “Public Spaces Protection Orders should not be used to target people based solely on the fact that someone is homeless or rough sleeping...These orders should be used only to address any specific behaviour that is causing a detrimental effect on the community’s quality of life within the control of the person concerned”.*
- 4.4 Reassuringly, this revised guidance supported the Council’s original position and decision to create the PSPO based on evidence and feedback of problems linked to specific geographical locations.
- 4.5 Since the Order became effective on 1 March 2017, neither the Police nor the Council has found it necessary to use the enforcement powers available within the PSPO. The signage of the areas has acted as a strong deterrent and alternative powers continue to be used; namely CPWs (Community Protection Warnings), CPNs (Community Protection Notices) and CBOs (Criminal Behaviour Orders) as well as dispersal powers.
- 4.6 In summary, a total of 16 notices / CPWs / CPNs have been issued since July 2017 in respect to street drinking with an outdoor sleeping connection or for outdoor sleeping. Currently, no fixed penalty notices have been issued. There have been two breach reports issued and several informal warning notices by council staff. Within the period of the PSPO, the police have used the CBO power against four individuals.
- 4.7 By working with our partners through the Rough Sleepers Group, street outreach teams and the Police, it is apparent that despite the PSPO the numbers of people sleeping outdoors has continued to increase. This may be attributable to national trends and also the fact that there may be a displacement of individuals from the City as a result of their interventions. The Council has always recognised that persons sleeping outdoors need support rather than an enforcement approach and the Council works closely with partners, including Framework, to ensure this takes place. This is in line with requirements contained within the Homelessness Reduction Act 2017.
- 4.8 Notwithstanding the fact that thus far the PSPO powers have not been actively used, the Police are supportive of maintaining the PSPO as a useful tool in particular circumstances. It has also helped to focus attention and resources to particular areas with known problems in West Bridgford,



Edwalton and Gamston and act as an effective deterrent such as reducing the impact of criminal damage in woodland areas from people sleeping outdoors. The creation of the PSPO was also a guiding factor for the formation of the multiagency Rough Sleepers Group to identify and discuss known individuals to attempt to address the root cause of their offending which may be mental health, alcohol or drug related, and to channel them into the most appropriate support networks.

4.9 In addition to working and consulting with community safety partners, ward members and other local stakeholders on the development of the proposal, the Council has also carried out a full public consultation. This was launched on 20th August 2019 and closed on 20th September 2019. Responses to the consultation are contained in Appendix 3.

4.10 The overall feedback emerging from the consultation was broadly positive in support of the renewal of the PSPO. Out of the twenty-five public responses to the consultation, seventeen were in support, two were neutral and six raised concerns with the main theme being the actual use of the PSPO as a tool to tackle these issues. Importantly, the following responses of support from key stakeholders and community safety partners were received:

- Good support from relevant ward members of the Council who recognise some of the problems and the need for this additional control measure
- Support from Nottinghamshire County Council: *“The County Council would support the renewal of the PSPO. When used sensibly and proportionately, the PSPO provisions offer useful additional tools to partners to deal with issues occurring within the restricted zone. The tools are swift and easy to use, and in the right circumstances, can deal with problems impacting on the public in a more effective and efficient manner than other options”*
- Support from Nottinghamshire Police and the Police and Crime Commissioner

*“From a Notts Police perspective we are supportive of the Public Space Protection Order (PSPO) renewal as we see it as a valuable tool to deal with prescribed types of anti-social behaviour that know disproportionately effect this area. I would consider it to be necessary, proportionate and lawful to renew the PSPO for a further three years...We visit the rough sleepers weekly. We have issued approximately 15 warning notices in the last 3 years under the PSPO and have found it a useful and proportionate enforcement tool to tackle rough sleeping from problem locations.”*

4.11 Given this positive feedback, if the Communities Group were to agree the recommendation of this report, the intention would be to present a report to Council in December 2019 to seek to renew the existing PSPO.

## **5 Risks and Uncertainties**

- 5.1 The risk of proceeding with powers which are beyond those which the public and key stakeholders considers are required is that those powers are seen to be unfair or unreasonable which could be to the detriment of the reputation and effectiveness of the Council.

## **6. Implications**

### **6.1 Financial Implications**

Costs are contained within existing community safety budgets. So far there has been no income generated from the payment of fixed penalty notices.

### **6.2 Legal Implications**

The law gives the Council powers to deal with nuisance behaviour adversely affecting the community. The primary operational risk of not having a PSPO is that operational activities would be hampered if the Council or key partners such the Police were unable to utilise PSPO powers.

### **6.3 Equalities Implications**

An Equalities Impact Assessment has been undertaken which identified no major or adverse impact

### **6.4 Section 17 of the Crime and Disorder Act 1998 Implications**

The implications of the Crime and Disorder Act have been considered.

## **7 Link to Corporate Priorities**

- 7.1 Quality of life - Ensuring that appropriate controls are in place to manage street drinking and outdoor sleeping are an important tool to help maintain a safe, attractive and clean environment all of which has a significant positive impact on our residents.

## **8 Recommendations**

It is RECOMMENDED that that the Communities Scrutiny Group endorse the proposal to extend the Public Space Protection Order to control street drinking and outdoor sleeping in the areas set out in Appendix 1 and 2.

<b>For more information contact:</b>	Geoff Carpenter Environmental Health Manager 0115 9148 229 <a href="mailto:gcarpenter@rushcliffe.gov.uk">gcarpenter@rushcliffe.gov.uk</a>
<b>Background papers available for Inspection:</b>	a) Report to Council September 2016 b) PSPO made 2 Feb 2017 c) Review Report to Community Development Group 5 June 2018
<b>List of appendices:</b>	<b>Appendix 1</b> – Draft PSPO Order 2020 <b>Appendix 2</b> – Final Schedules 1 March 2017 <b>Appendix 3</b> – Summary of Consultation Responses

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## **RUSHCLIFFE BOROUGH COUNCIL PUBLIC SPACES PROTECTION ORDER NO.1 OF 2020**

### **ANTI-SOCIAL BEHAVIOUR, CRIME AND POLICING ACT 2014 ('THE ACT')**

Rushcliffe Borough Council, **being satisfied** that:

- a) Activities as described in section 3i and 3ii below ('the activities') carried out in a public place within its area have had a detrimental effect on the quality of life of those in the locality and/or
- b) It being likely that activities will be carried on in a public place and that they will have such an effect

**And that** the effect or likely effect of the activities

- a) Is or is likely to be of a persistent or continuing nature
- b) Is or is likely to be such as to make the activities unreasonable ; and
- c) Justifies the restrictions imposed by this Order

**And** pursuant to the requirements of section 72 of the Act the Council:

- a) Having had particular regard to the rights of freedom of expression and freedom of human assembly set out in Articles 10 and 11 of the European Convention on Human Rights ; and
- b) Having carried out the necessary consultation, notification and publicity

**HAS DECIDED TO MAKE** this Public Spaces Protection Order under section 59 of the Act:

1. The land described in Schedule below ('the restricted areas') being land in the area of the Council to which the Act applies is land protected by the making of this Order.
2. The Order may be cited as the Rushcliffe Borough Council Public Spaces Protection Order No. 1 of 2016 ('the Order') and shall come into force on 1 March 2020 for a period of 3 years unless extended by further orders made under the Council's statutory powers.
3. The effect of this Order is to impose the following conditions on the use of the restricted areas at all times:

Conditions in the Order which are prohibitions –

In the restricted areas a person commits an offence if, without reasonable excuse, he or she continues to carry out activities which, by this Order, are prohibited, namely:

- i. No person shall sleep in any public place which is or includes –
  - open to the air
  - within a vehicle
  - within a car park
  - a non-fixed structure including caravans and tents without the prior permission of the owner or occupier of the land other than at a place designed for the purpose of sleeping including designated camp sites.
- ii. No person shall refuse to stop drinking alcohol or hand over containers (sealed or unsealed) which are believed to contain alcohol, when required to do so by an authorised officer to prevent public nuisance and disorder.

## OFFENCES

1. It is an offence for a person without reasonable excuse to engage in any activity prohibited by this Order.
2. In accordance with section 63 of the Act, a person found to be in breach of this Order by consuming alcohol or by refusing to surrender alcohol to an authorised person is liable on summary conviction to a maximum penalty of a level 2 fine.
3. In accordance with section 67 of the Act, a person found to be in breach of this Order other than by consuming alcohol or by refusing to surrender alcohol to an authorised person is liable on summary conviction to a maximum penalty of a level 3 fine.
4. An authorised person may issue a Fixed Penalty Notice of a maximum of £100 to anyone he or she believes has committed an offence as an alternative to prosecution.

## GENERAL

1. The Council is satisfied that the conditions set out in sections 59, 64 and 72 of the Act have been met and that it is in all the circumstances expedient to make this Order for the purposes of reducing anti-social behaviour in the restricted areas.
2. For the purposes of this Order, a 'public place' means any place to which the public or any section of the public has access, on payment or otherwise, as of right or by virtue of express or implied permission.
3. An authorised officer means an employee of the Council, a person designated by the Council, a Police Officer or a Police Community Support Officer.
4. An 'interested person' (as defined in section 66(1) of the Act) may apply to the High Court to question the validity of this Order or any variation thereof on the grounds specified in section 66(2) of the Act within 6 weeks of the date of the Order or any subsequent variation.

Dated this      day of                      2020

The Common Seal of

Rushcliffe Borough Council

was hereunto affixed

In the presence of:



**Rushcliffe**  
Borough Council

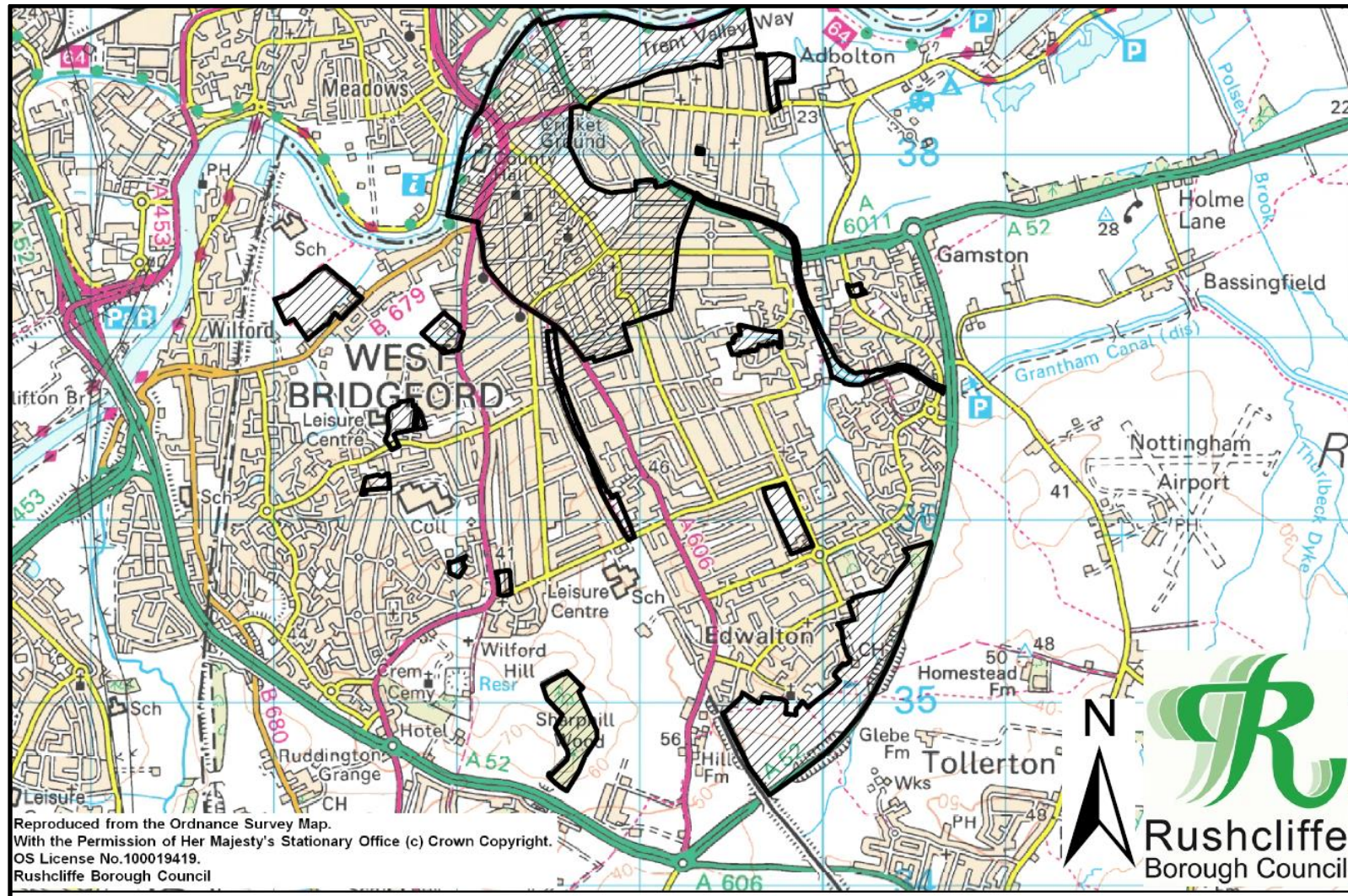
Mayor

Senior Solicitor



## SCHEDULE

The land shown edged black on Figure 1 and red on Figures 2 to 21 and described in the following Lists, which Figures and Lists form part of this Order.



**Figure 1 - Indicative plan showing the whole area of the Rushcliffe PSPO No.1 of 2017**



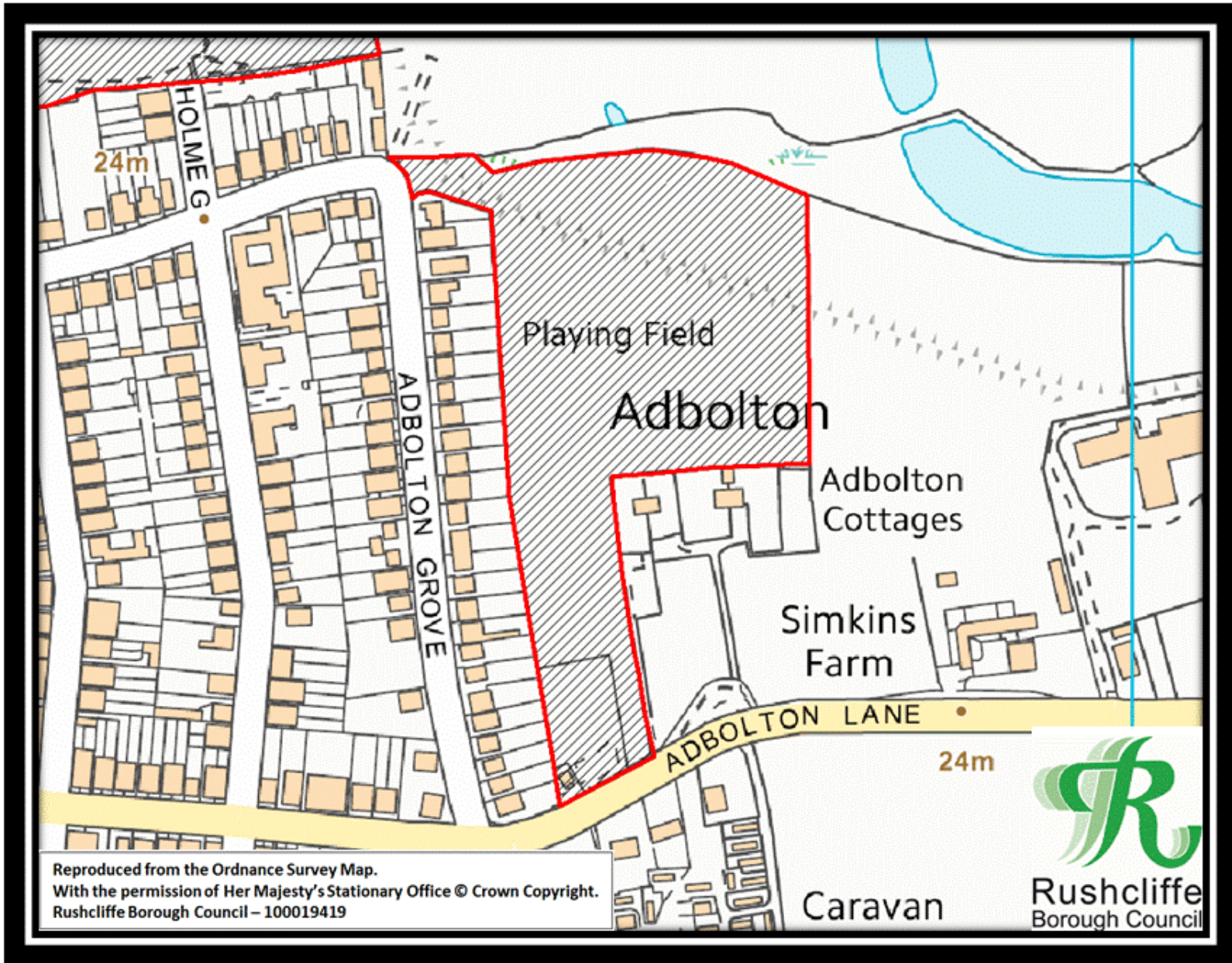


Figure 2 – Adbolton Playing Field



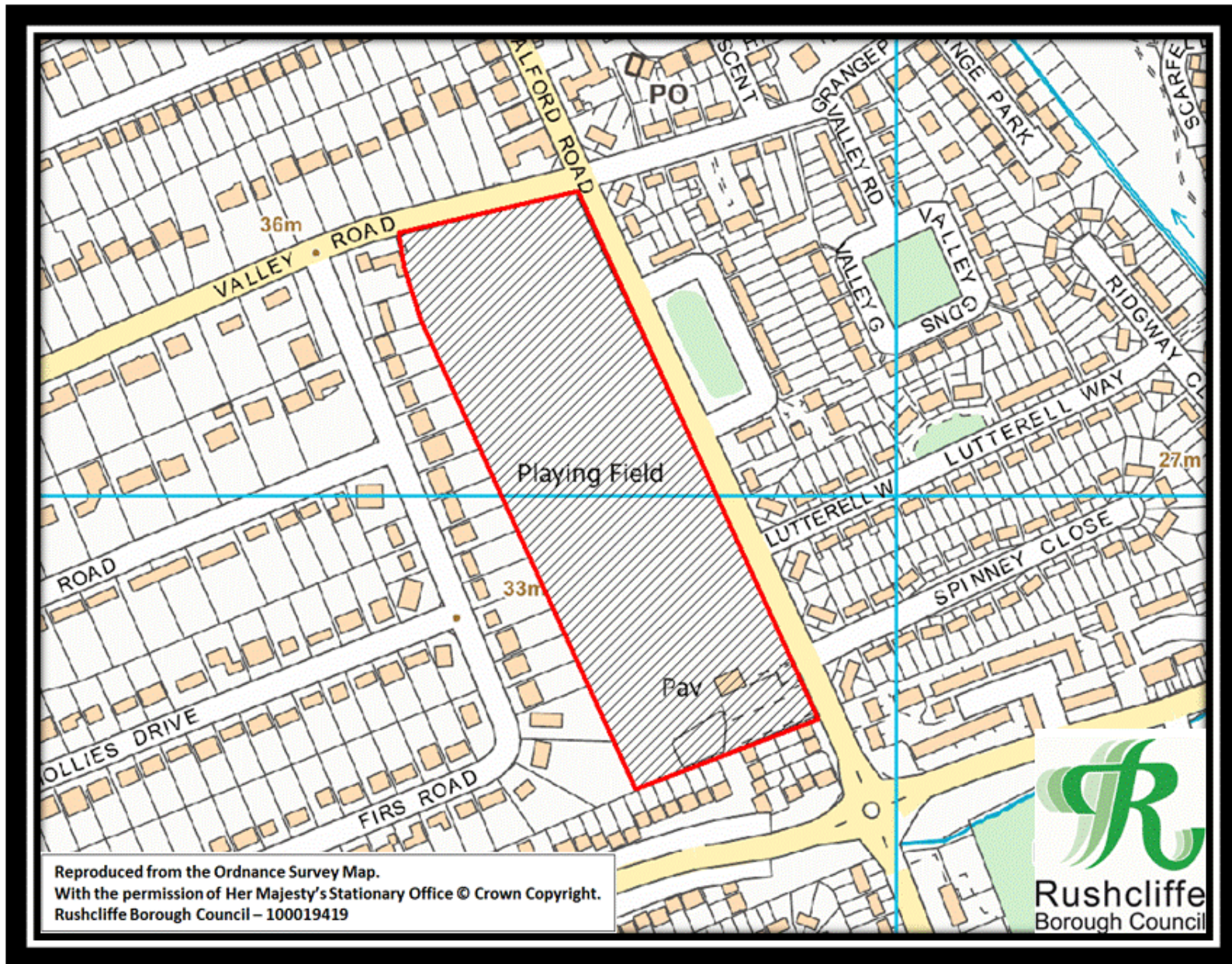


Figure 3 – Alford Road Playing Field



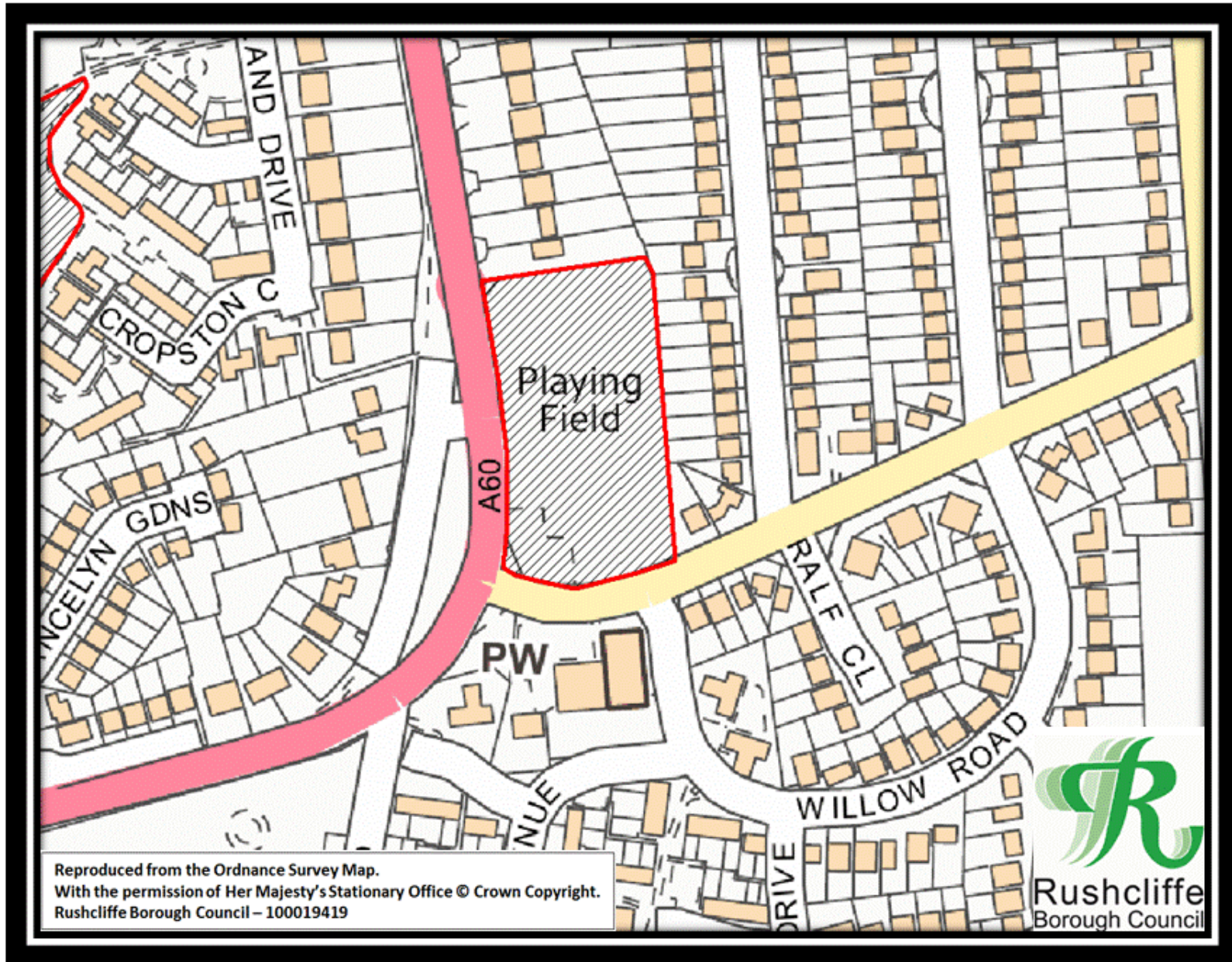


Figure 4 – Boundary Road Playing Field



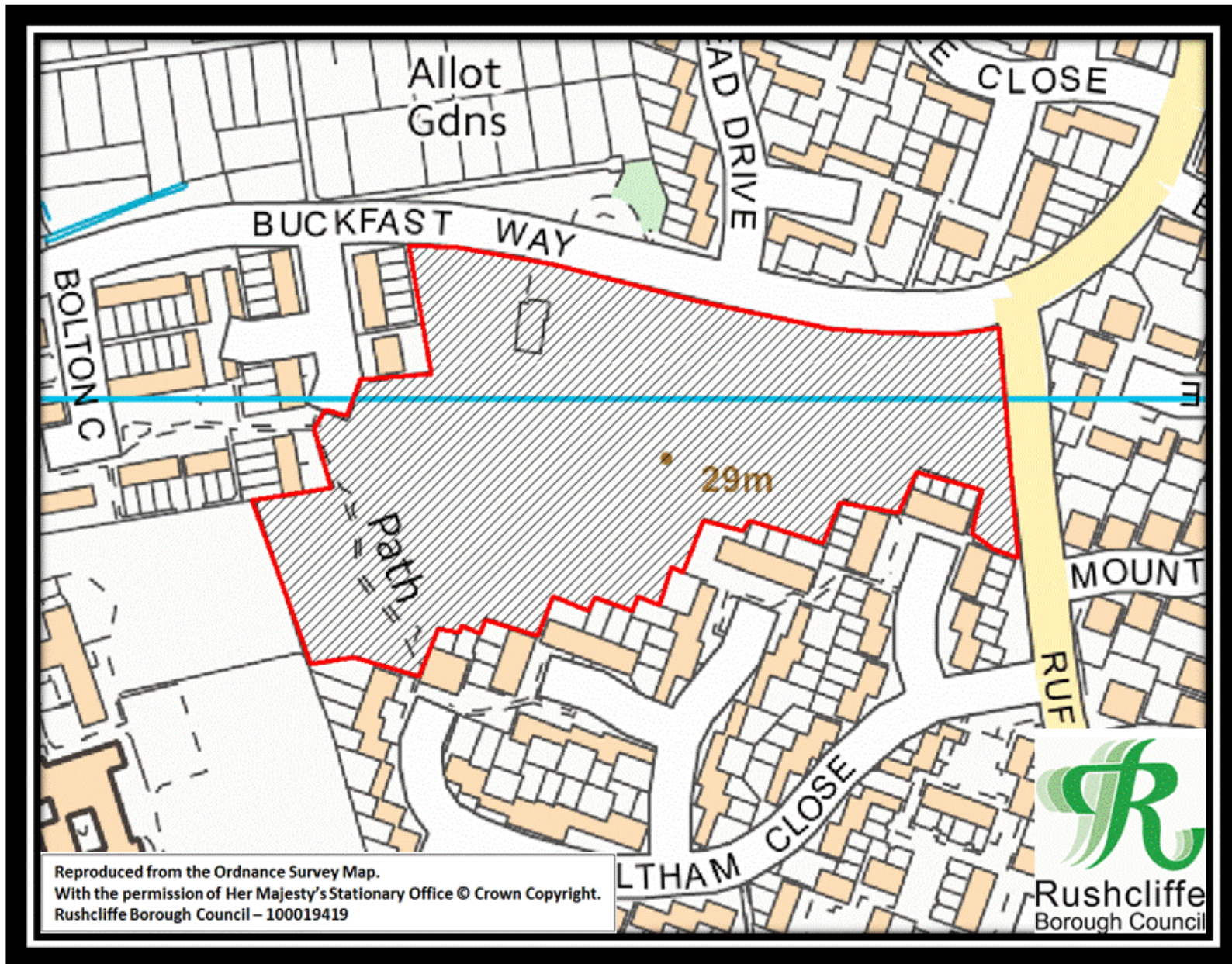


Figure 5 – Buckfast Way Open Space



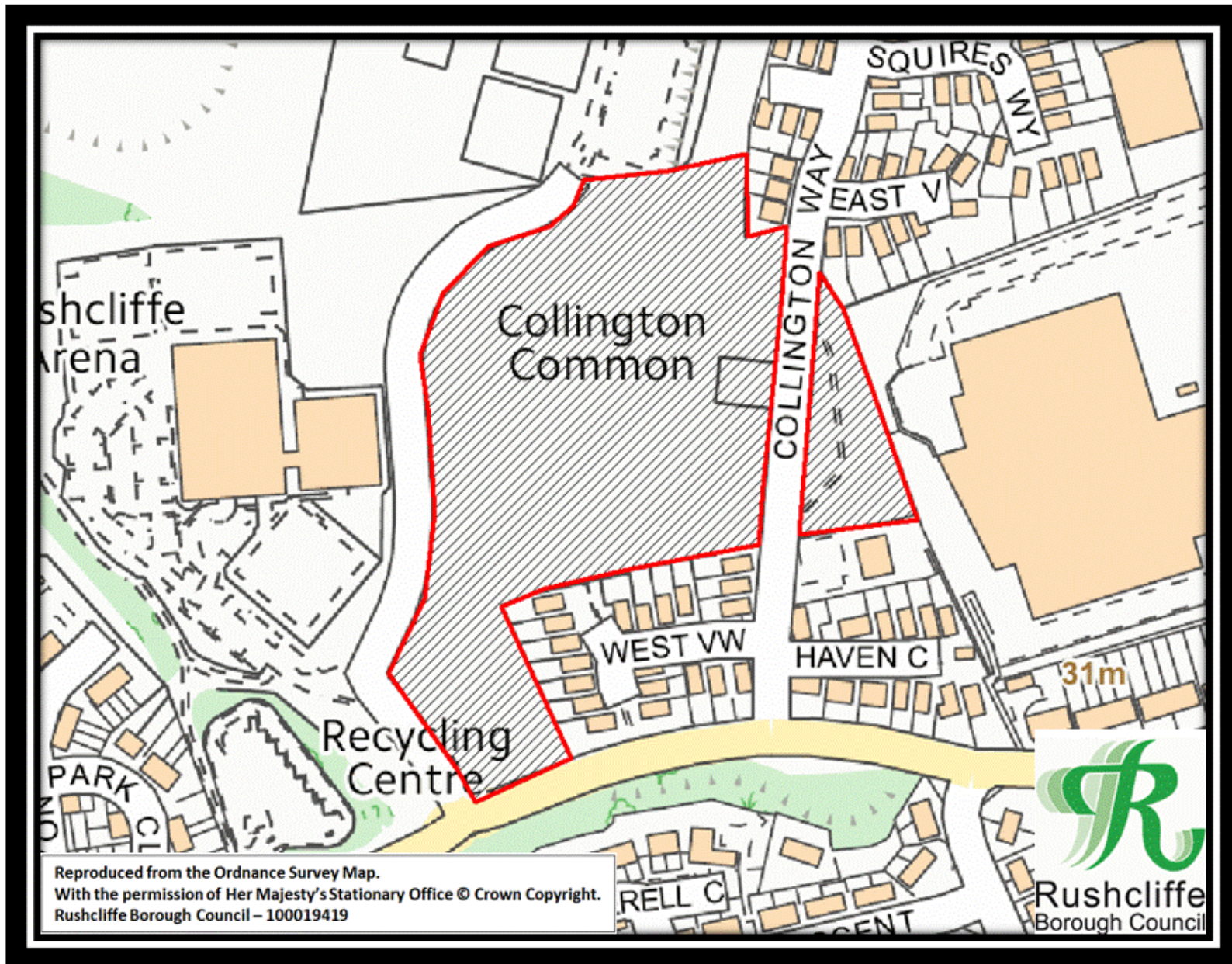


Figure 6 – Collington Common Open Space



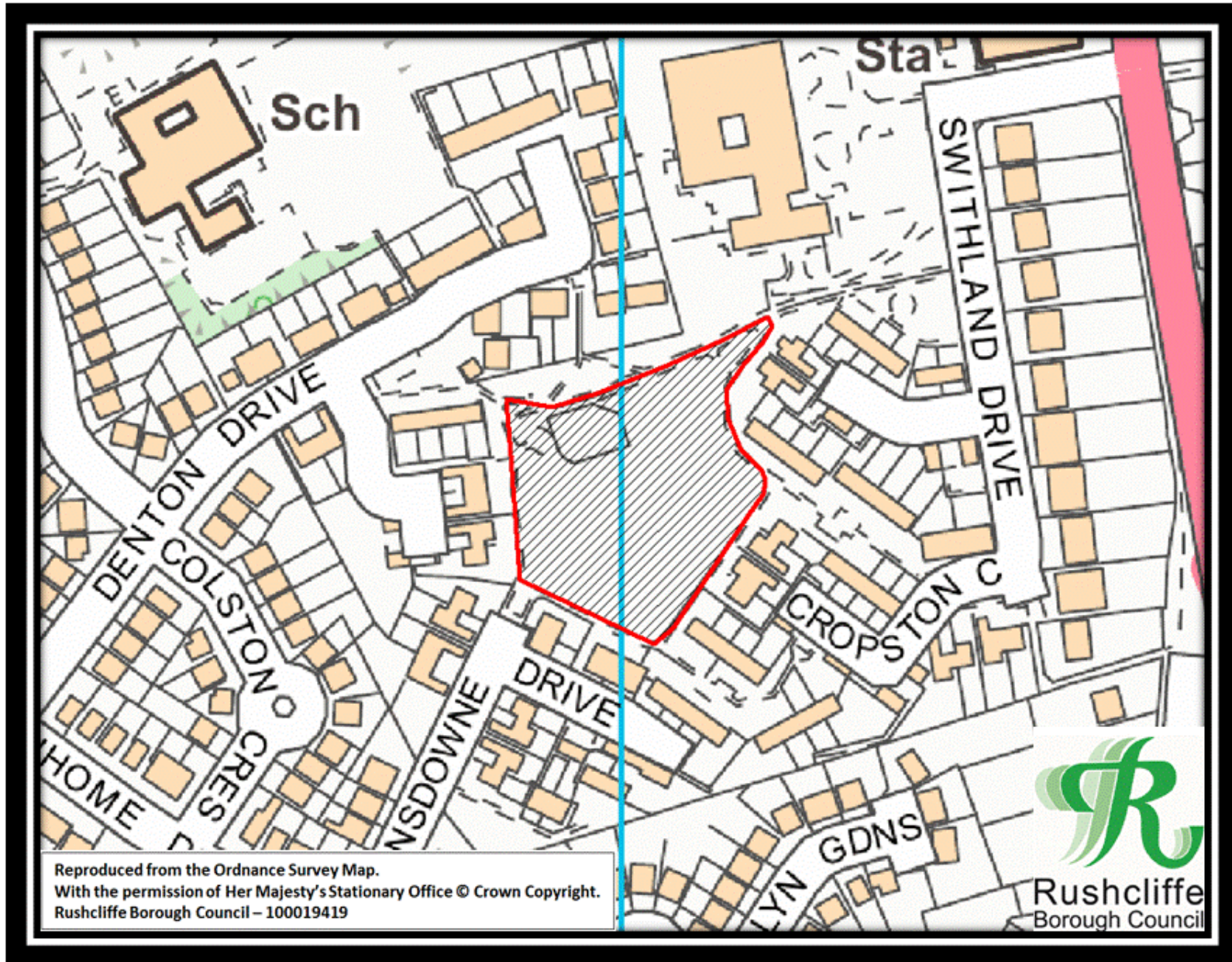


Figure 7 – Denton Drive Play Area



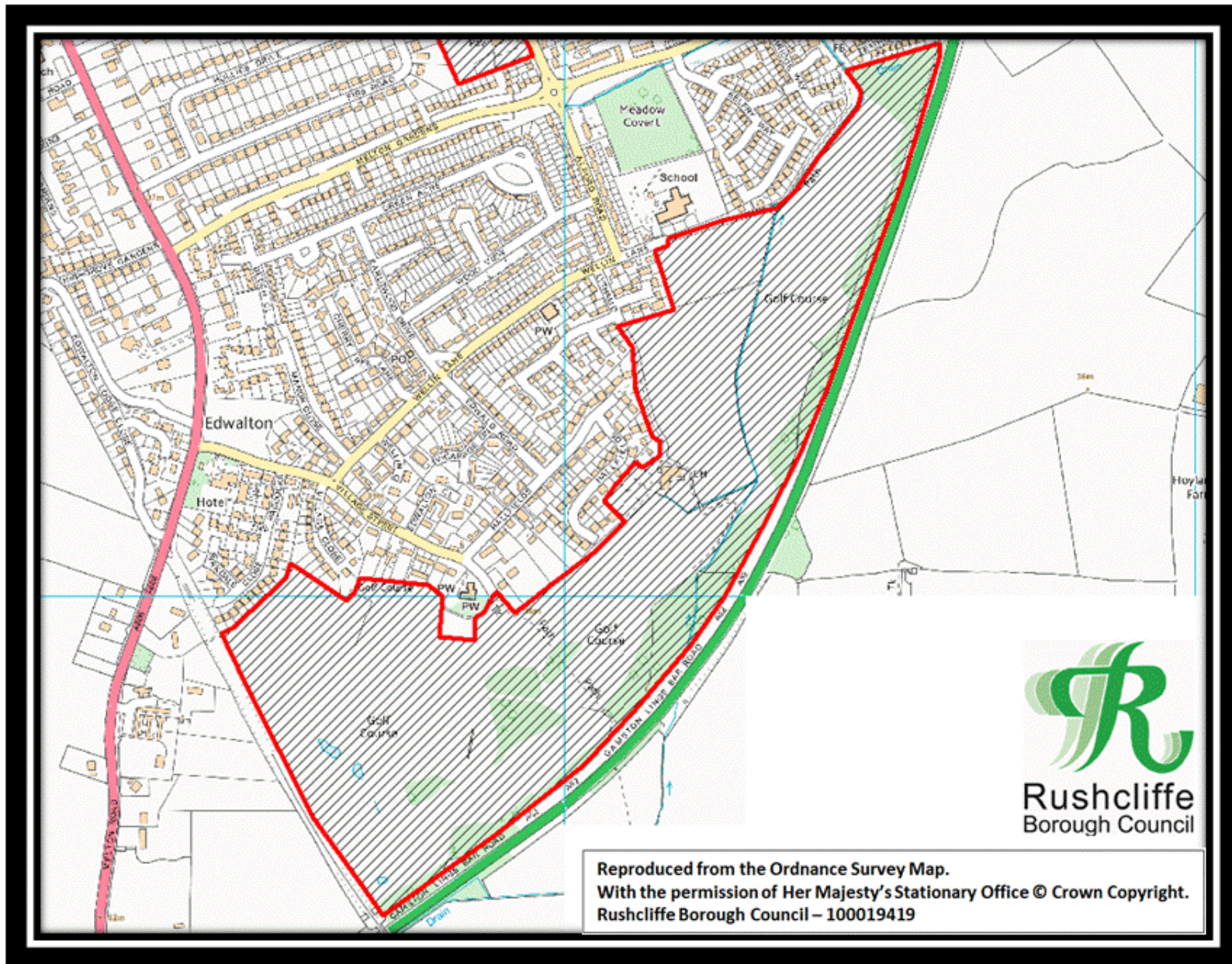


Figure 8 – Edwalton Golf Course



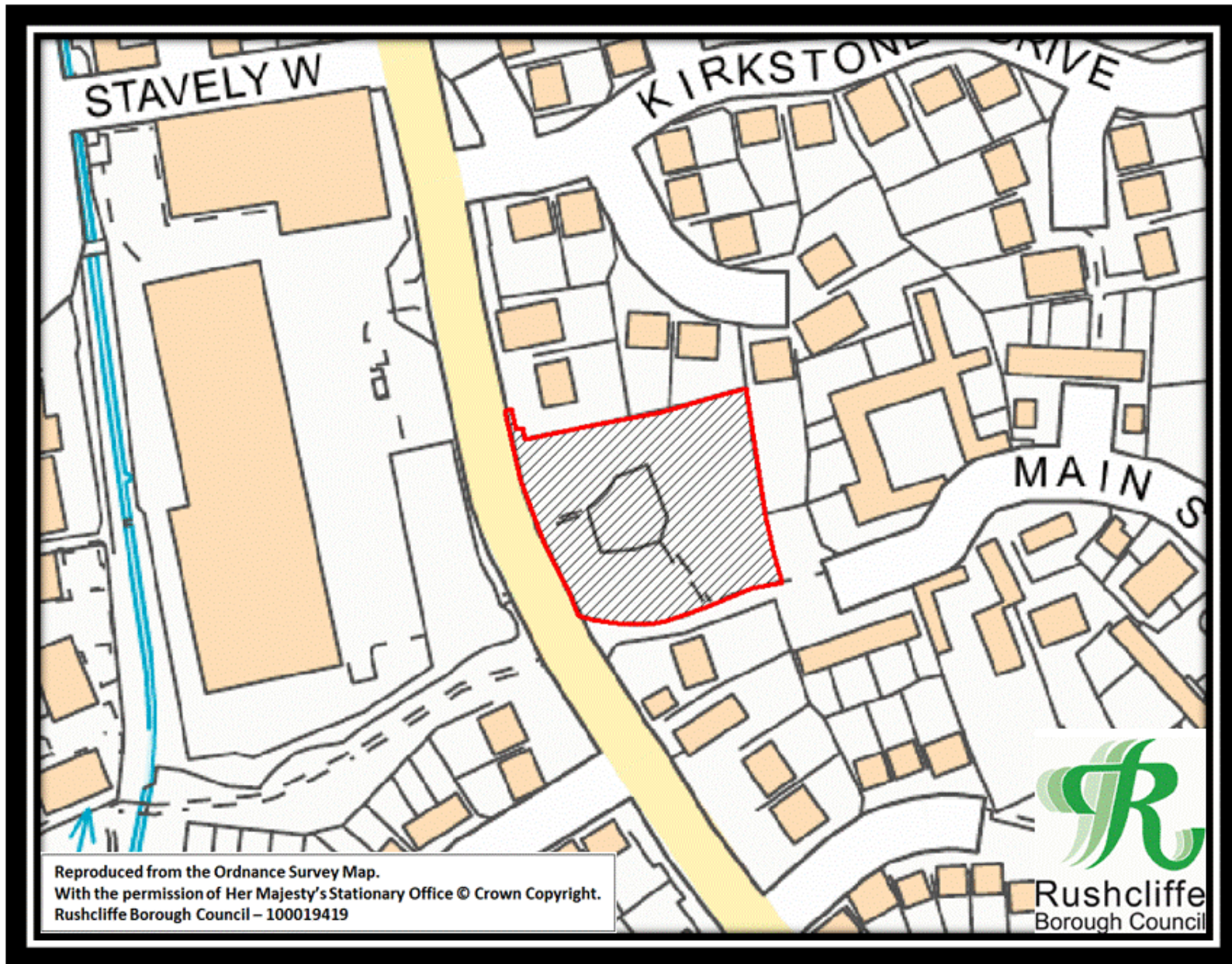


Figure 9 – Gamston Play Area



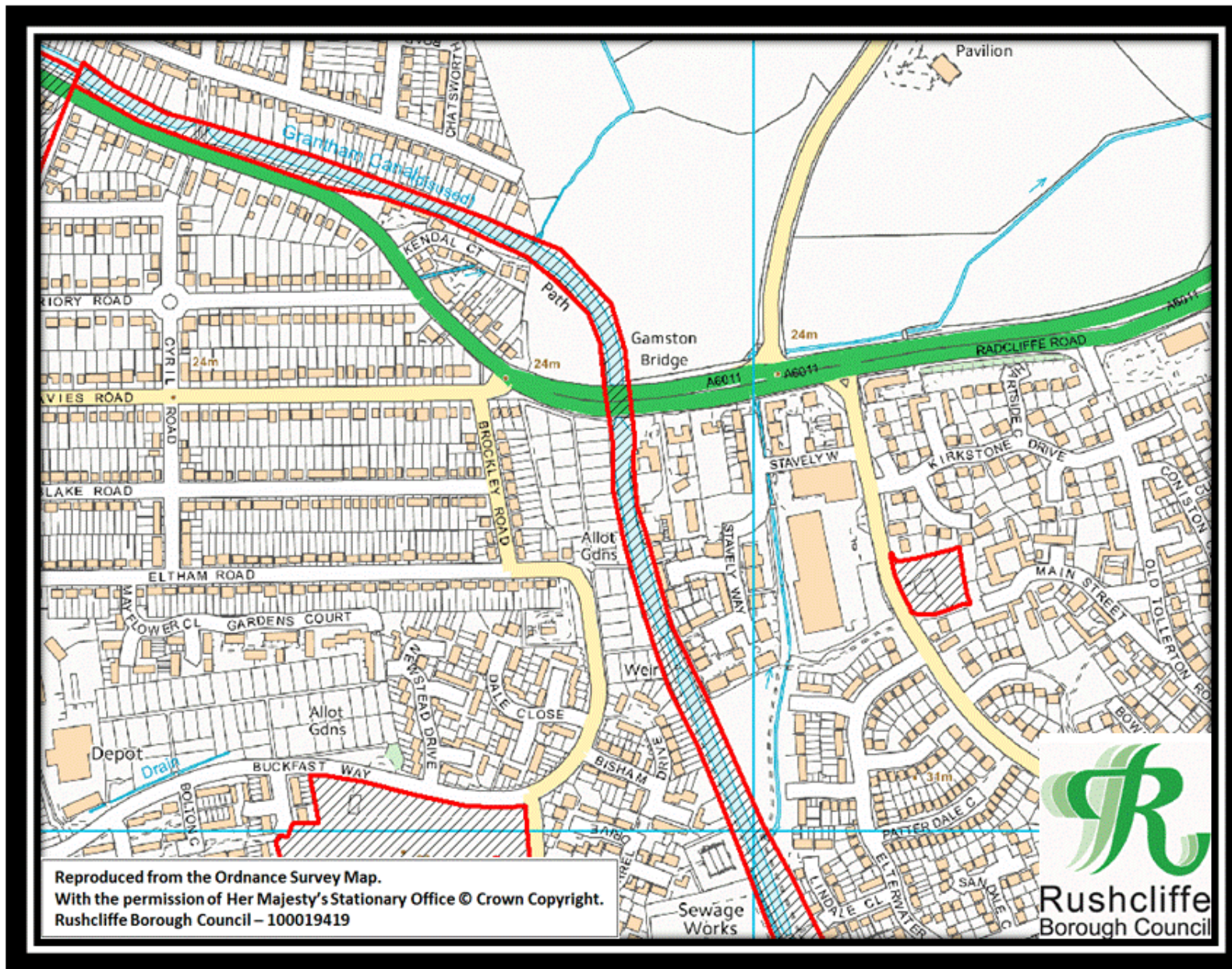


Figure 10 – Grantham Canal Tow Path North



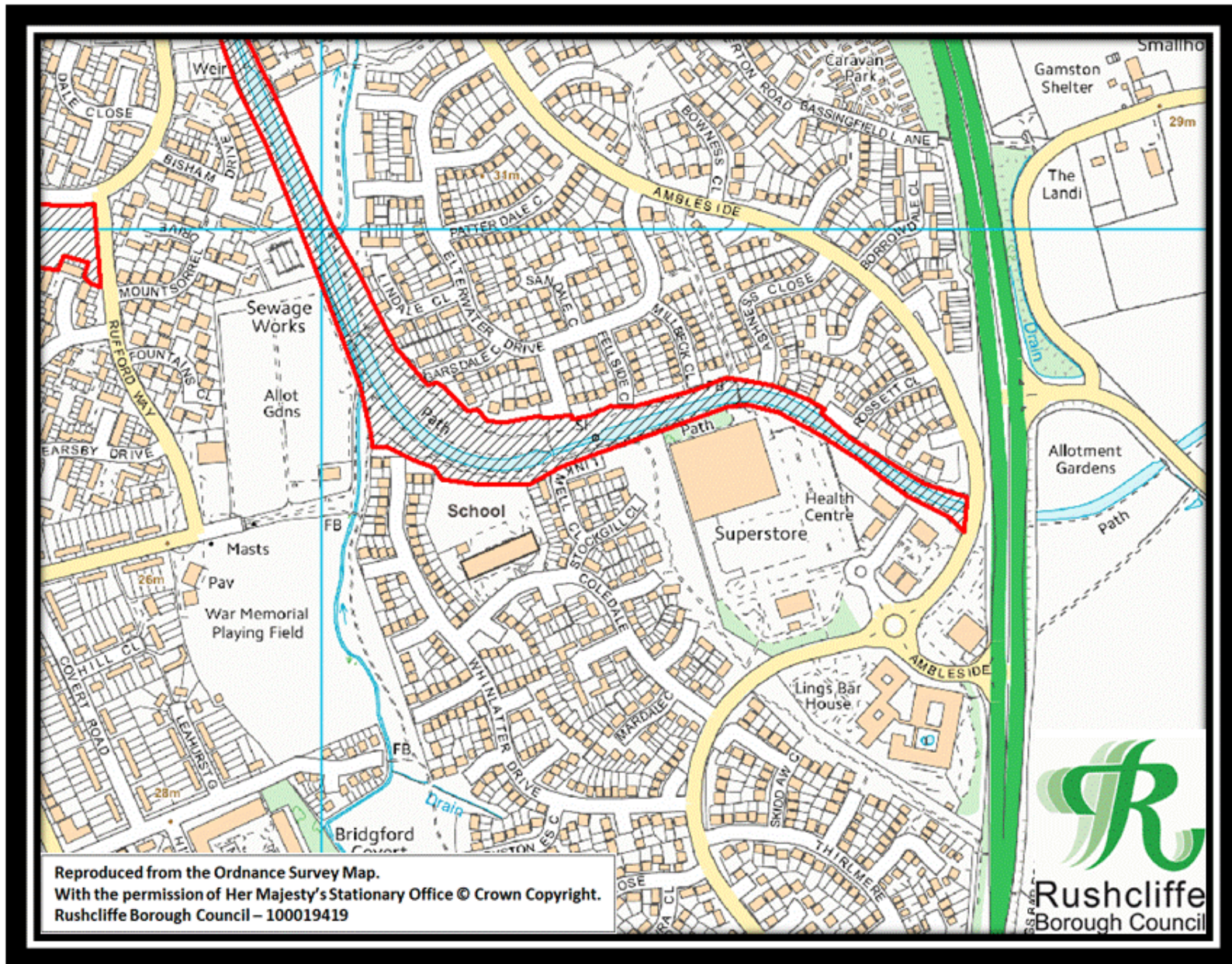


Figure 11 – Grantham Canal Tow Path South



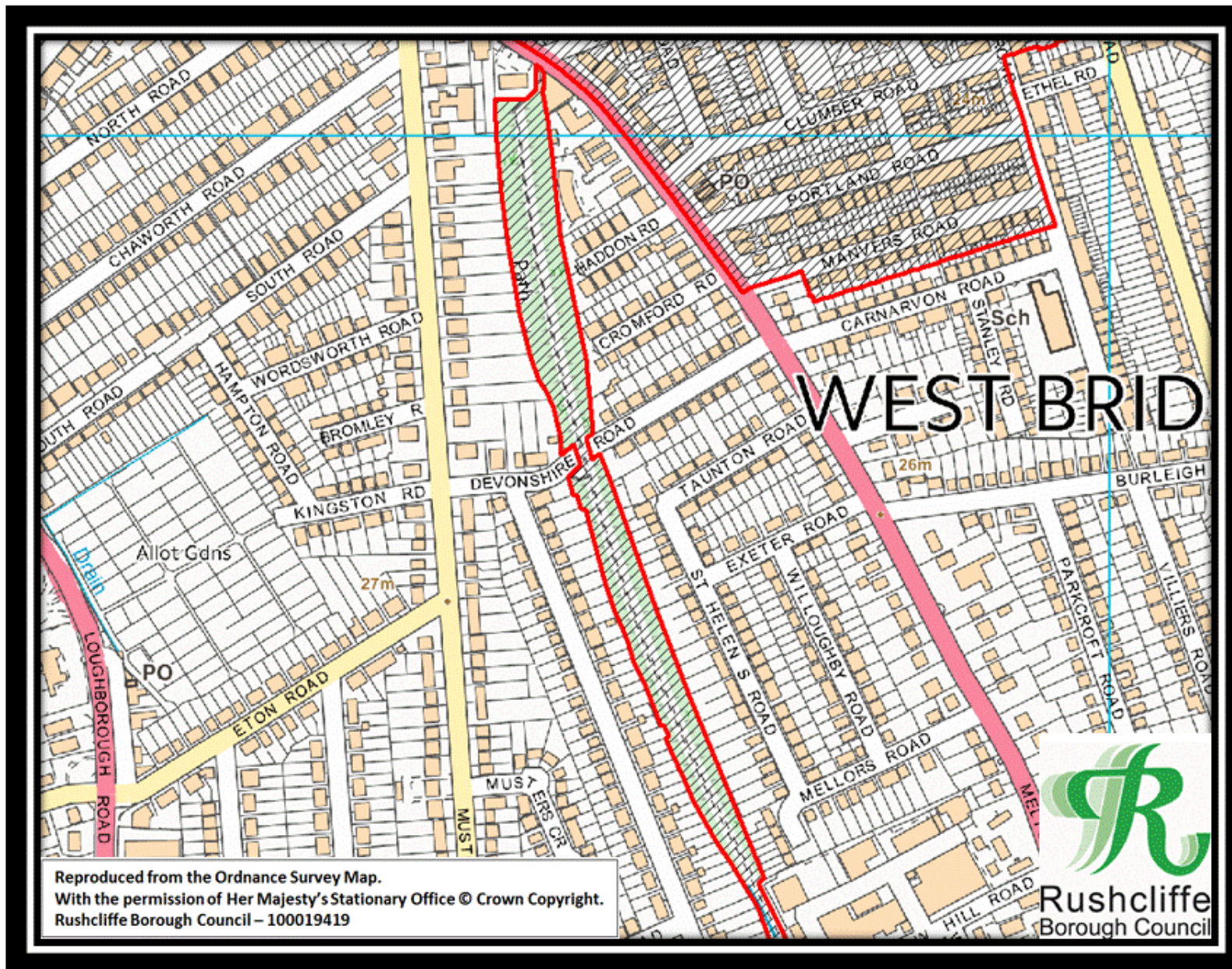


Figure 12 – The Green Line North



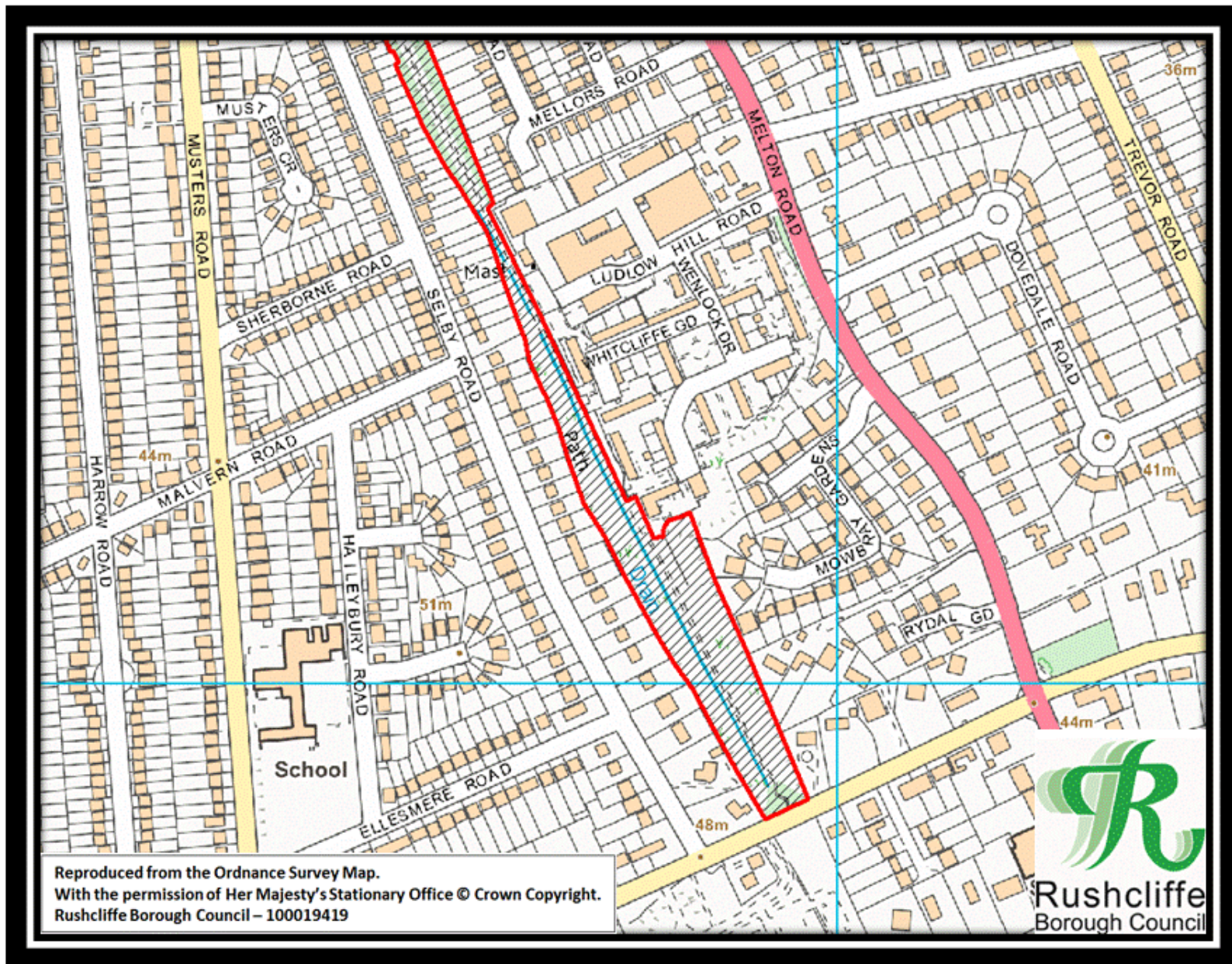


Figure 13 – The Green Line South



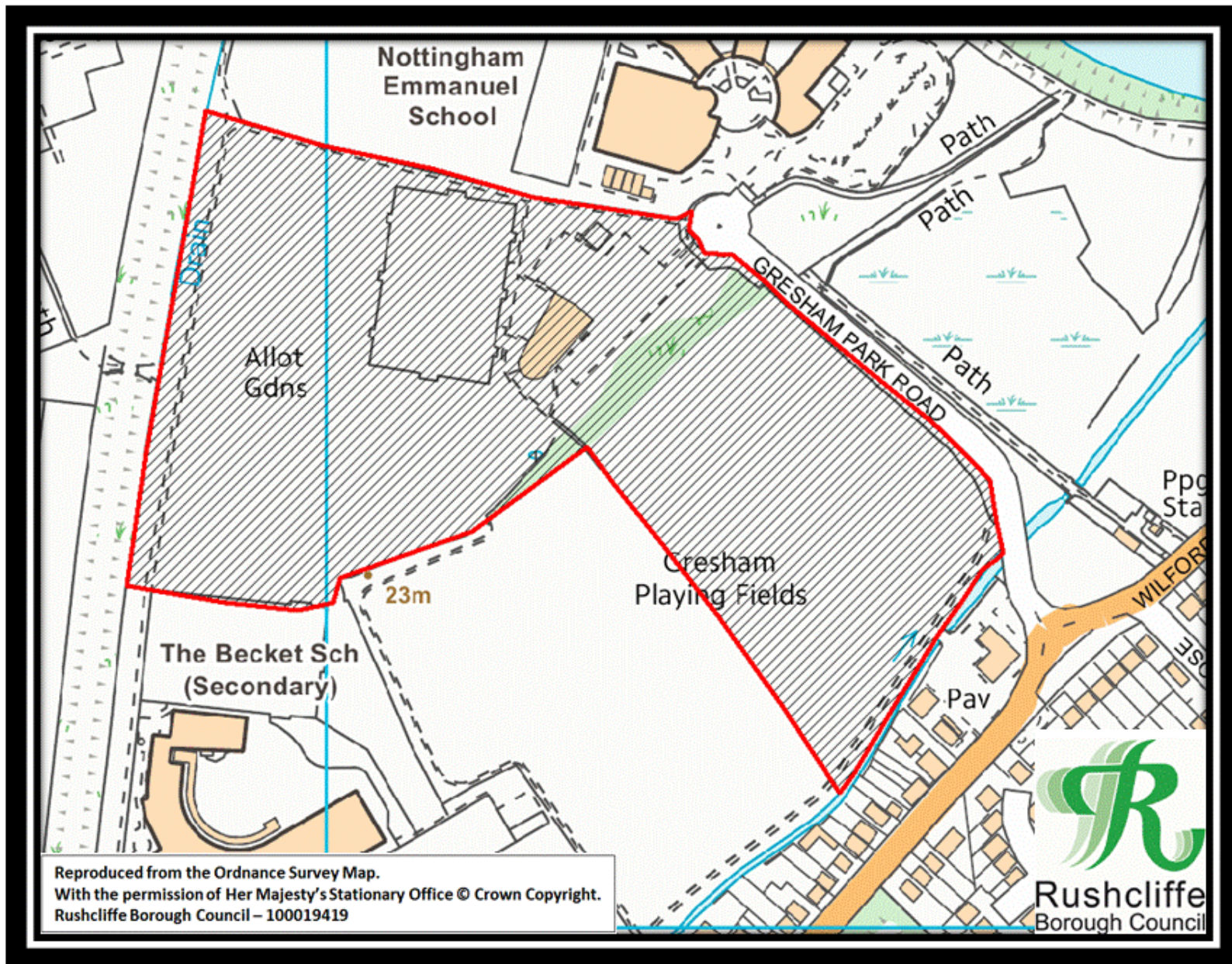


Figure 14 – Gresham Playing Fields



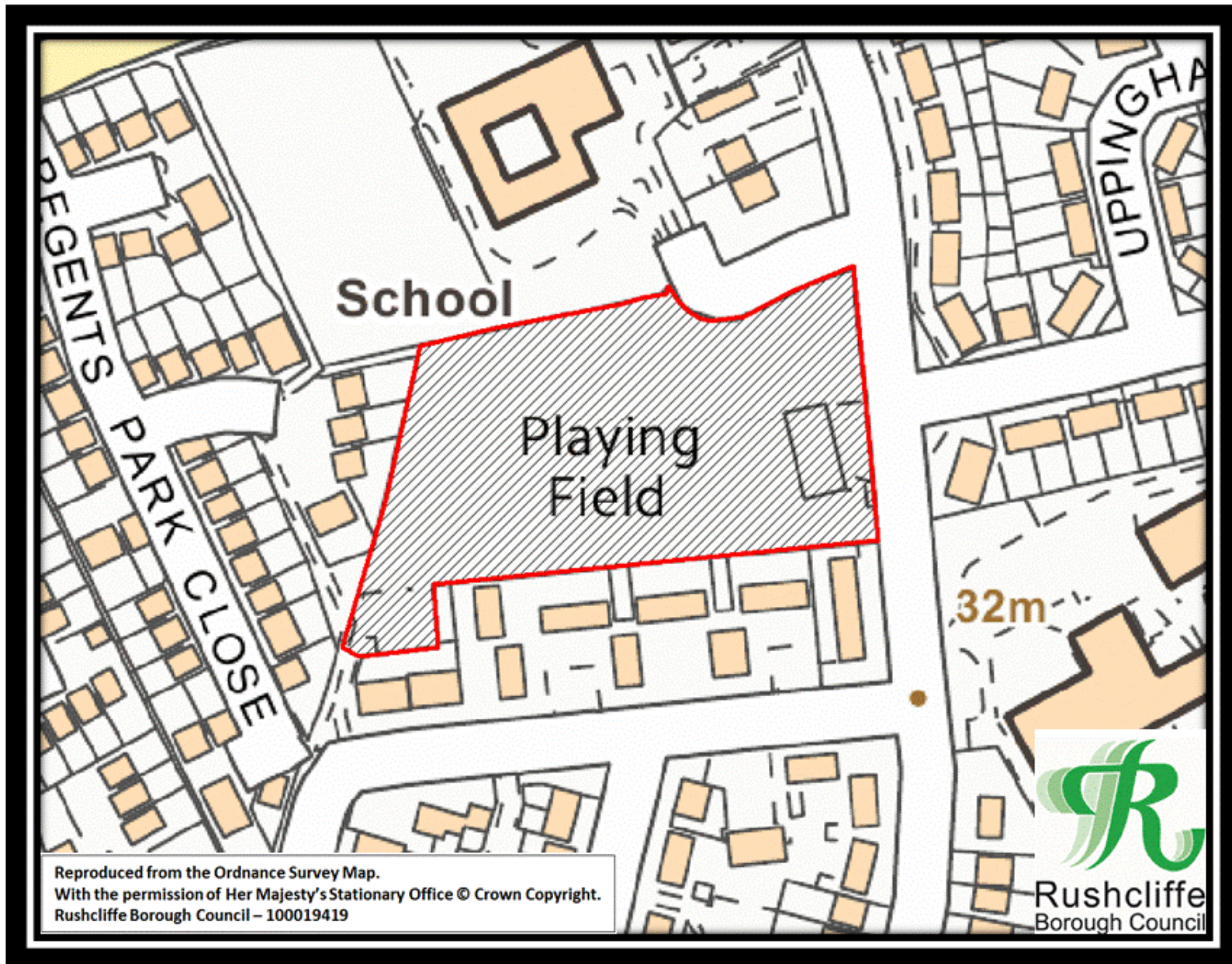


Figure 15 – Greythorn Drive Playing Field



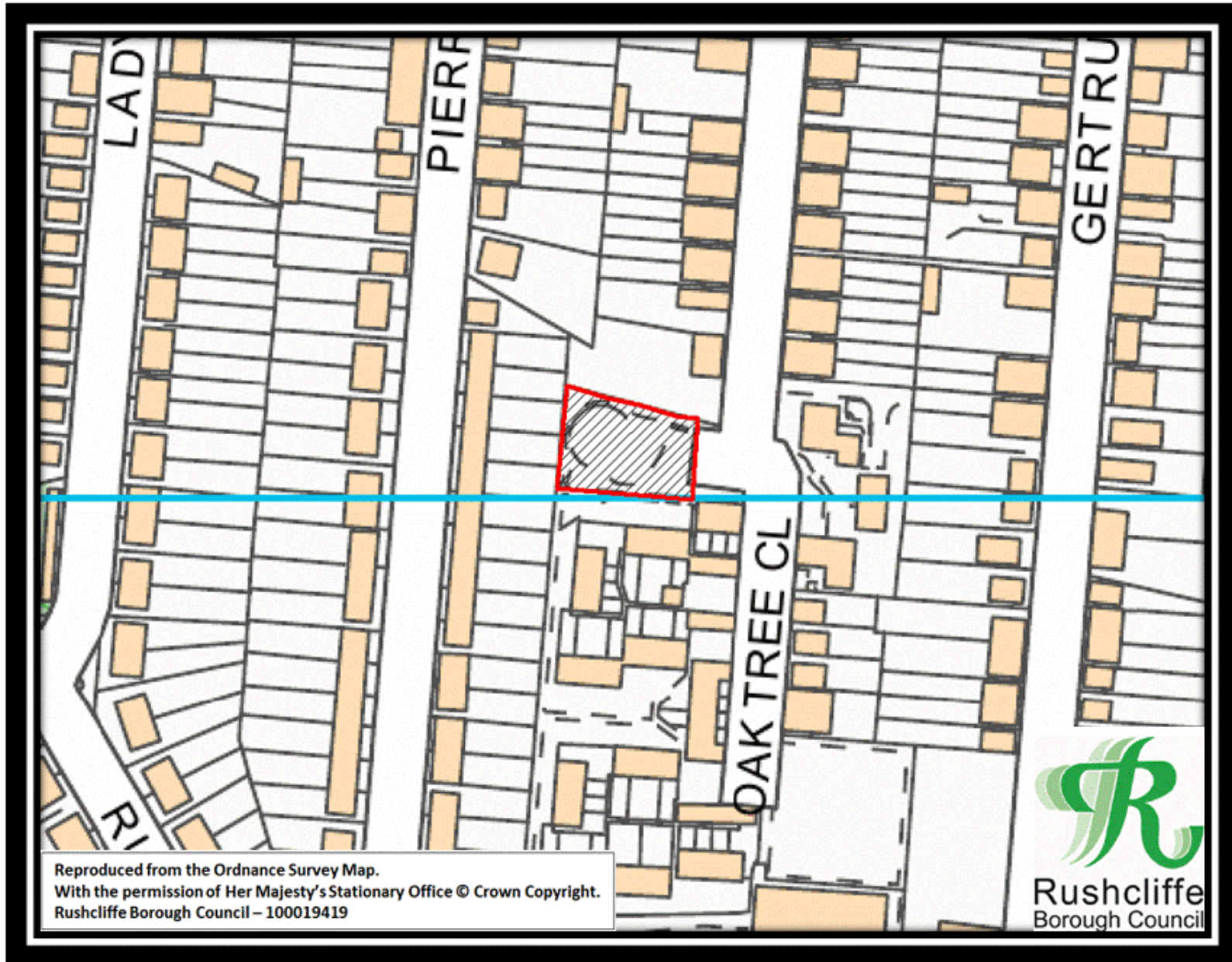


Figure 16 – Oak Tree Close Play Area



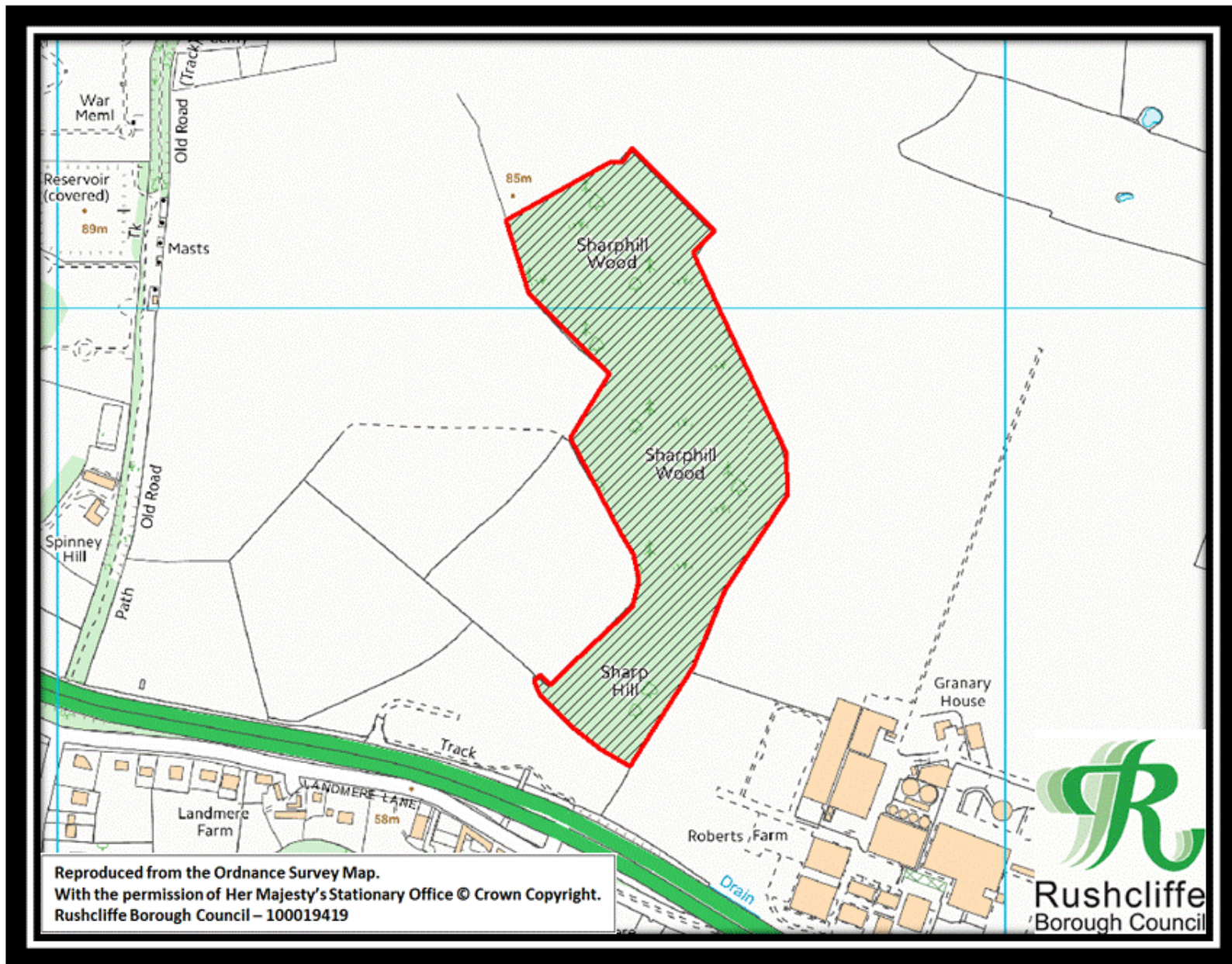


Figure 17 – Sharphill Wood



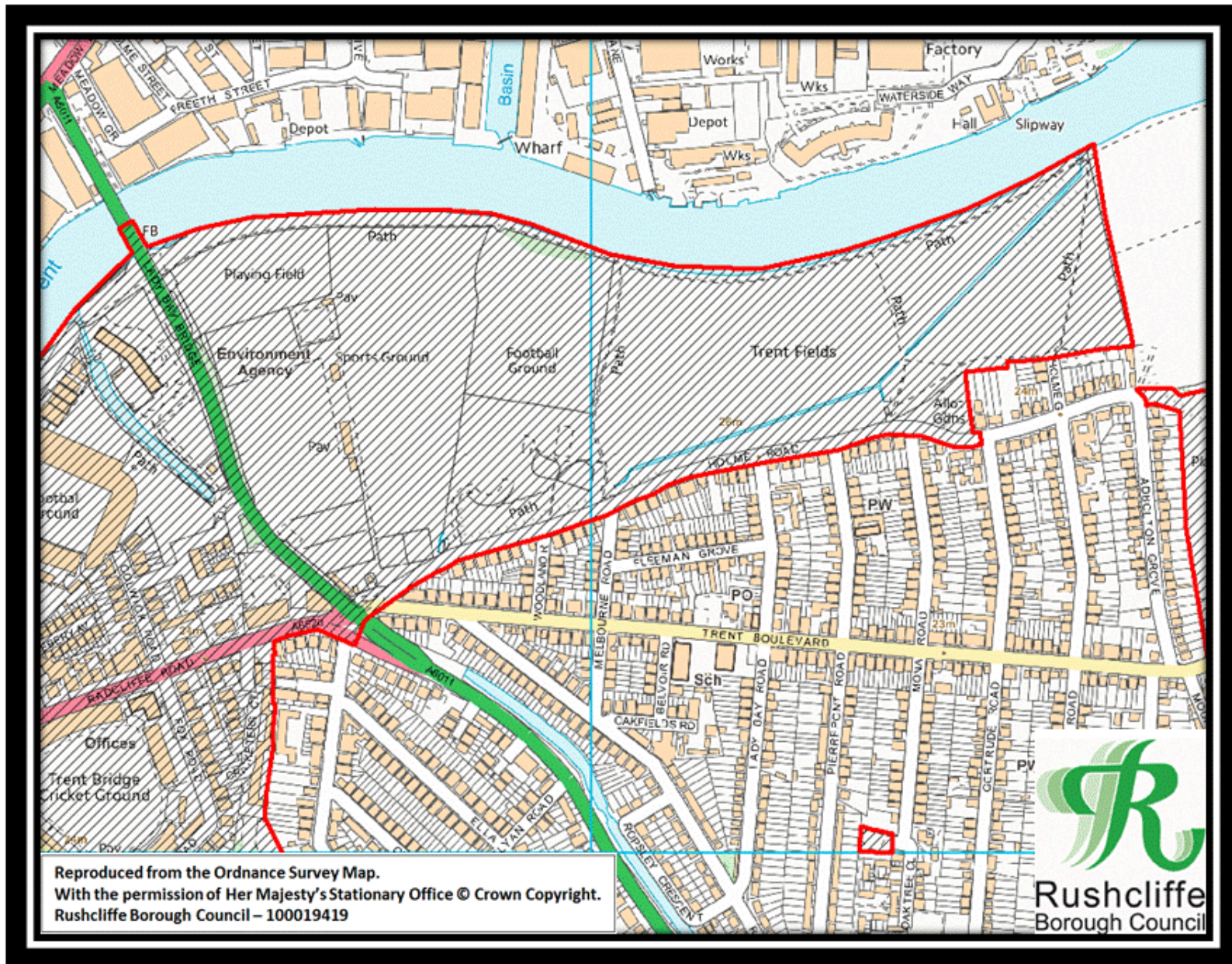


Figure 18 – Lady Bay and The Hook



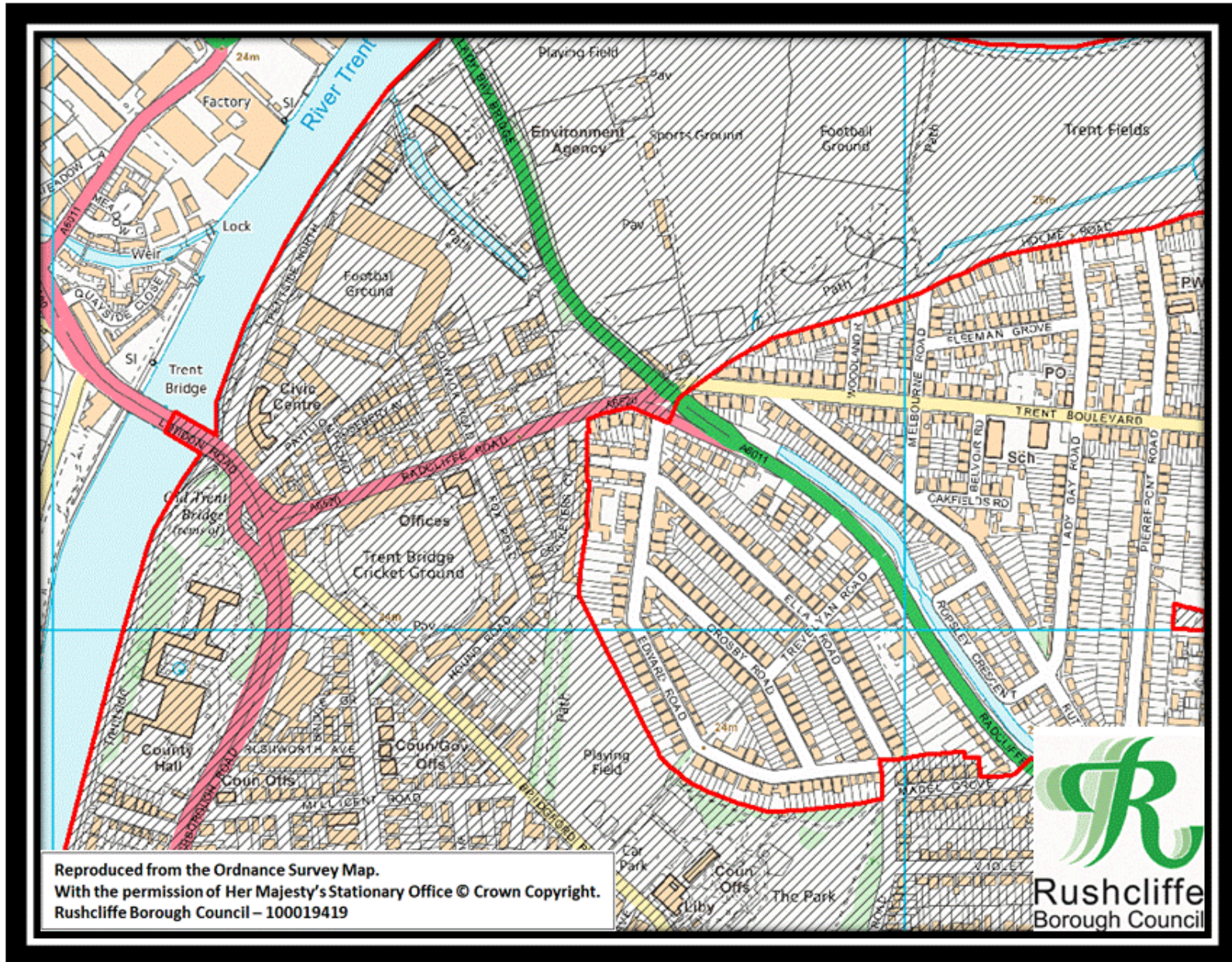


Figure 19 – Trent Bridge Ward North



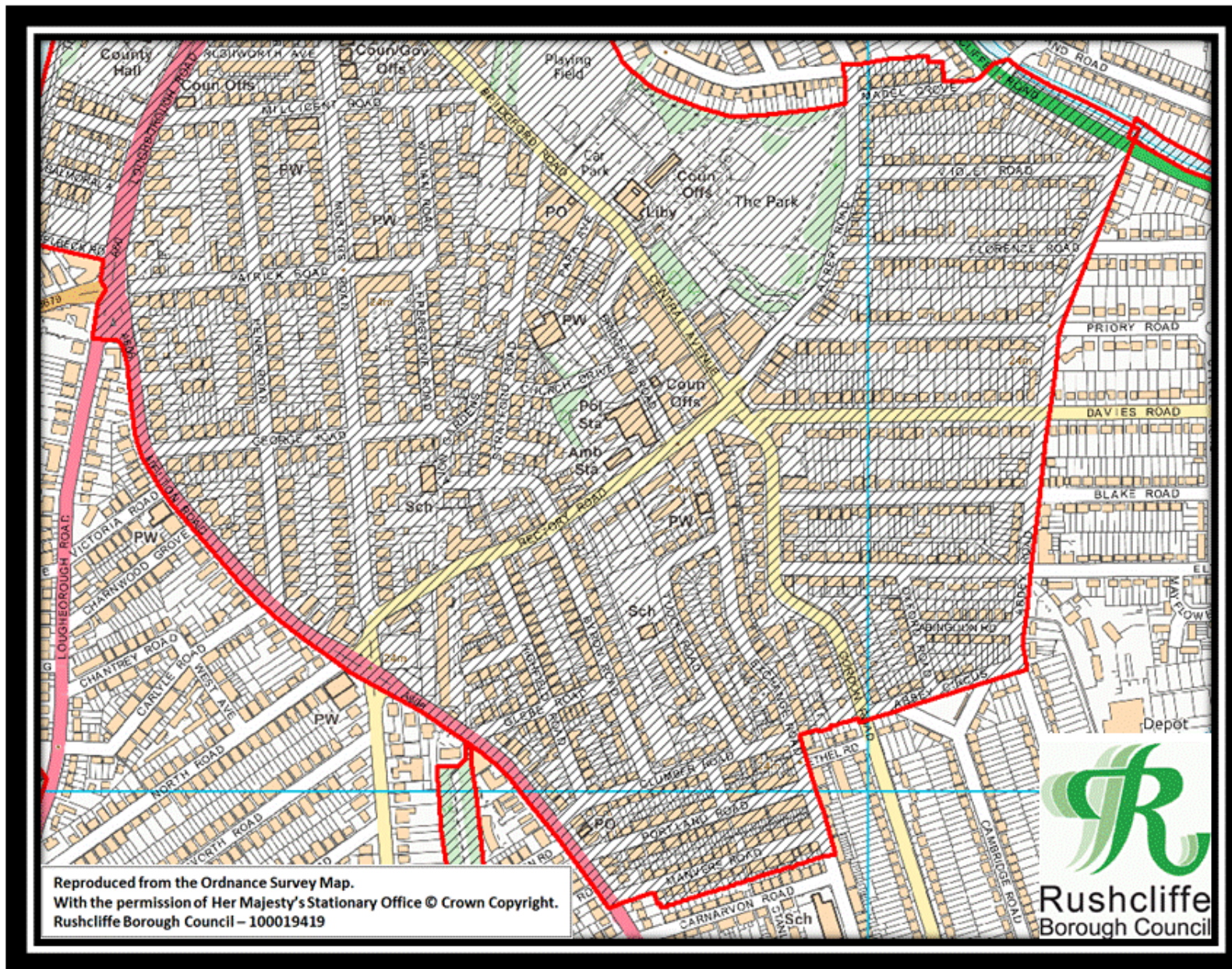


Figure 20 – Trent Bridge Ward South



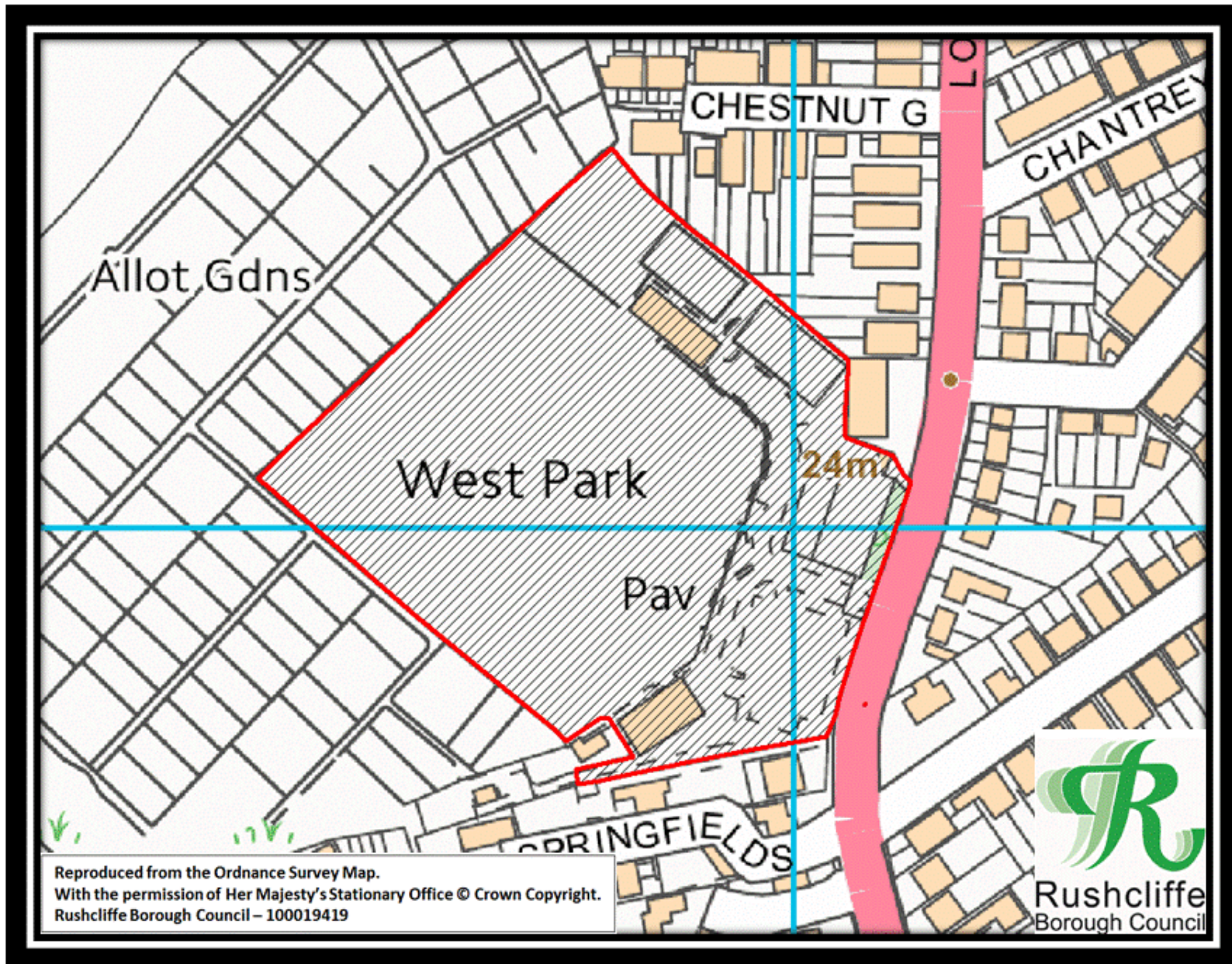


Figure 21 – West Park

**RUSHCLIFFE BOROUGH COUNCIL PUBLIC SPACES PROTECTION ORDER NO.1 OF 2017**

**List of streets included in the Public Space Protection Order**

<b>Abbey Circus</b>	<b>Mabel Grove</b>
<b>Abbey Road</b>	<b>Manvers Road</b>
<b>Abingdon Road</b>	<b>Marlborough Court</b>
<b>Albert Road</b>	<b>Melton Grove</b>
<b>Annesley Road</b>	<b>Melton Road</b>
<b>Avon Gardens</b>	<b>Millicent Grove</b>
<b>Balmoral Avenue</b>	<b>Millicent Road</b>
<b>Blake Road</b>	<b>Musters Road</b>
<b>Bridge Grove</b>	<b>Orston Road East</b>
<b>Bridgford Road</b>	<b>Oxford Road</b>
<b>Byron Road</b>	<b>Park Avenue</b>
<b>Central Avenue</b>	<b>Patrick Road</b>
<b>Church Croft</b>	<b>Pavilion Road</b>
<b>Church Drive</b>	<b>Peveril Court</b>
<b>Clumber Road</b>	<b>Portland Road</b>
<b>Colwick Road</b>	<b>Priory Road</b>
<b>Davies Road</b>	<b>Radcliffe Mount</b>
<b>Edwalton Avenue</b>	<b>Radcliffe Road</b>
<b>Edwinstowe Avenue</b>	<b>Rectory Road</b>
<b>Eltham Road</b>	<b>Rosebery Avenue</b>
<b>Epperstone Road</b>	<b>Rushworth Avenue</b>
<b>Ethel Road</b>	<b>Sandringham Avenue</b>
<b>Exchange Road</b>	<b>Scarrington Road</b>
<b>Florence Road</b>	<b>Stratford Road</b>
<b>Fox Road</b>	<b>Terrian Crescent</b>
<b>George Road</b>	<b>Thoroton Road</b>
<b>Glebe Road</b>	<b>Trent Side North</b>
<b>Gordon Road</b>	<b>Trent Side</b>
<b>Hawksworth Road</b>	<b>Tudor Road</b>
<b>Henry Road</b>	<b>Tudor Square</b>
<b>Highfield Grove</b>	<b>Violet Road</b>
<b>Highfield Road</b>	<b>Welbeck Road</b>
<b>Hound Road</b>	<b>Wellington Crescent</b>
<b>Loughborough Road</b>	<b>William Road</b>
<b>Ludlow Avenue</b>	

**List of Parks, Playgrounds, and Common spaces included in the Public Space Protection Order**

<b>Adbolton Lane Play Area</b>
<b>Alford Road Playing Fields</b>
<b>Ambleside (Gamston) Play Area</b>
<b>Boundary Road Playing Fields</b>
<b>Bridge Fields Park</b>
<b>Bridgford Park</b>
<b>Buckfast Way Open Area</b>
<b>Collington Common</b>
<b>Denton Drive Play Area</b>
<b>Edwalton Golf Course</b>
<b>Grantham Canal Towpath</b>
<b>Gresham Playing Fields</b>
<b>Greythorn Drive Play Area</b>
<b>Ten Acres (Adbolton Lane) Playing Fields</b>
<b>The Green Line</b>
<b>The Hook</b>
<b>Oak Tree Close Play Area</b>
<b>Sharphill Woods</b>
<b>West Park</b>

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## Publics Spaces Protection Order Renewal September 2019

### Consultation Responses

Closing Date for Responses: **Friday 20 September 2019**

Responses in Support of the renewal of the PSPO		
Date Received	Name	Comment
<p><b>1</b> <b>11/09/19</b></p>	<p><b>Insp. Craig Berry</b></p>	<p>From Notts Police perspective we are supportive of the Public Space Protection Order (PSPO) renewal as we see it as a valuable tool to deal with prescribed types of anti-social behaviour that know disproportionately effect this area. I would consider it to be necessary, proportionate and lawful to renew the PSPO for a further three years.</p>
<p><b>2</b> <b>21/08/19</b></p>	<p><b>John Butler</b></p>	<p>Some years ago Nottingham city dispersed all the sleepers , including those begging outside ATMs. They also brought in a litter ban and fined people for even dropping a cigarette end. The streets became clean again. The beggars disappeared and it felt safer and cleaner all round.</p> <p>Today Nottingham city has now gone back to what it was. The enforcements seemed to have disappeared.</p> <p>My point is that enforcement works.</p> <p>Therefore I am in agreement to any enforcement which makes West Bridgford better, cleaner and safer is a plus.</p> <p>I would like to see all litter disappear, all drinking outside public places prohibited. Street begging and sleeping ended.</p> <p>Thanks John resident West Bridgford</p>
<p><b>3</b> <b>18/9/2019</b></p>	<p><b>John Butler</b></p>	<p>My view is that both drinking and sleeping should be banned from the streets. The streets were made for walking and driving and not for anything else.</p>

		<p>Litter caused by drinking on the streets is rising and litter bans should be in place. The time when litter bans were enforced in Nottingham centre was the time when it was the cleanest iv ever seen. Sleeping definitely should be stopped.</p> <p>John Butler West Brdigford resident</p>
<b>4</b> <b>18/09/19</b>	<b>Abhi Nair</b>	<p>I would support this .Recently we had drunk gentleman near M&amp;S heckling passers by . Bw Abhi Nair</p>
<b>5</b> <b>27/08/19</b>	<b>Richard Elliott</b>	<p>I supported the original order and I support its renewal, not least because I believe it would give the wrong message if the order were to be withdrawn.</p> <p>As a volunteer for the Friends of Sharphill Wood, I believe this area in particular should continue to be covered by a PSPO. The wood is regularly used by groups of mainly school aged children as somewhere to celebrate the end of term or exams away from the public gaze, where our main concern is the litter that they leave, often accompanied by damage to the woodland from fires or deliberate destruction of trees. I believe the existence of the PSPO goes some way to discouraging such anti-social behaviour and hope that the order will be continued.</p> <p>Richard Elliott Rushcliffe resident and FoSW volunteer.</p>
<b>6</b> <b>12/09/19</b>	<b>Cllr A Major</b>	<p>To whom it may concern</p> <p>I wanted to express my support for plans for the renewal of the Public Spaces Protection Order for West Bridgford. It seems to me to be in the best interests of residents and business owners that this is order is maintained to allow those seeking to use our public spaces to do so in safety and comfort. It also gives enforcement officers authorisation to protect our community spaces within clear guidelines, something I believe is a positive for everyone.</p> <p>Yours faithfully, Annie Major</p>



<p><b>7</b> <b>26/08/19</b></p>	<p><b>Bill Logan</b></p>	<p>Sharphill Wood and the surrounding hill are included in the current areas covered by PSPOs. The Friends of Sharphill Wood believe the area should continue to be covered by a PSPO. The wood is regularly used by groups of mainly school aged children as somewhere to celebrate the end of term or exams away from the public gaze. As such they are, of course, committing the offence of under age drinking, but our main concern is the litter that they leave, often accompanied by damage to the woodland from fires or deliberate destruction of trees.</p> <p>We understand the reasons why the police Neighbourhood Teams are not able to respond to reports of such occurrences, but we believe the existence of the PSPO goes some way to discouraging such anti-social behaviour and would hope that the order will be continued.</p> <p>Regards Bill Logan Secretary Friends of Sharphill Wood</p>
<p><b>8</b> <b>03/09/19</b></p>	<p><b>Mike Rivett</b></p>	<p>I wish to register my agreement with the proposal to renew the PSPO, particularly with regard to the inclusion of Sharphill Wood in the areas covered.</p> <p>Although it is not effectively enforced, the PSPO is an important tool in the control of antisocial behaviour in the wood by acting as a deterrent.</p> <p>Mike Rivett</p>
<p><b>9</b> <b>20/08/19</b></p>	<p><b>Clare Towsey</b></p>	<p>Iv seen homeless people weeing in the park, the other day I saw a ladie laying under a Bush with her trouses down. the mess they make is apporling. Our park is for familys to have fun in and not to have to worries about what could be round the corner. Mrs Clare swanwick ( a fond dog Walker around the park each day)</p>

<p><b>10</b> <b>19/09/19</b></p>	<p><b>M G</b> <b>O'Donoghue</b></p>	<p>I note the orders are in part being made to stop people setting up tents on public spaces to inhibit anti-social behaviour such as: Vomiting, urinating and defecating in public areas littering and problems with litter and sanitation associated with longstanding encampments that can dissuade others from using the open space.</p> <p>I note that the whole of Ladybay and The Hook area abutting the Trent is included, but only the playing fields managed by the Council in the Gresham Fields area is covered. <b>I request that the wildlife areas adjacent to The Nottingham Emmanuel School are included in the PSPO.</b> One area is marked on Google maps as Willow Meadow Wildlife Area along the banks of the Trent abutting Emmanuel school lands and the other is the Marsh area between Emmanuel school and Wilford Lane (importantly including the track to the north of Greythorne Dyke).</p> <p>I walk these areas and Gresham Playing fields every day and these wildlife areas are subject to far more anti social behaviour than Gresham Playing Fields itself. In the past two to three years tent encampments have increasingly appeared in the area. I didn't notice any in the 25 years before that.</p> <p>Some are single tents that are around for a few weeks and some have two or three small tents and are around for months and appear only to be abandoned in the cold weather in January &amp; February. I enclose a copy of a section from Google maps showing locations of tents that I have seen this month. Location A (behind the doctors surgery has been there all summer for 4 or 5 months and residents appear to have completely stopped using the path along Greythorne Dyke because of it. Location C is new in the past week or so and may be temporary.</p> <p>These encampments are detrimental to the local community's quality of life. In particular the presence of rough sleepers dissuades people from using the longstanding paths in the area which rapidly become over grown with brambles and tall nettles and within a few weeks or a month or two, depending on season, impassable. The presence of tents seriously reduces the amenity of the area.</p> <p>I have been inhibited from using the paths when tents appear, partly due to the sanitary/health issues particularly if I am walking one of my grandchildren and partly because I am</p>
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		<p>uncomfortable passing close to the tents and disturbing the occupants who are probably feeling bad about being down on their luck. I know that many others are similarly dissuaded and I am now probably one of the few local residents who walk some of these paths.</p> <p>I ask that you give serious consideration to this request. If you do not consider it appropriate to include the area in the PSPO I request that you advise me why it isn't considered appropriate</p> <p>A very modest amount of cutting paths through the area twice a year would greatly improve the amenity and would provide clear footpaths for people to follow which would mean the rich wildlife in this area could be enjoyed by residents without undue disturbance. Who am I best contacting about this?</p> <p>Yours faithfully M. G O'Donoghue</p>
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<p><b>11</b> <b>08/09/19</b></p>	<p><b>Julia Barnes</b></p>	<p>I am responding to the PSPO consultation on behalf of Holme Pierrepont &amp; Gamston Parish Council.</p> <p>Last summer during the hot weather a random camper pitched up at the Play Park on Ambleside, hanging washing in the trees etc We were assisted by the PSPO in place to get them moved away from the children's play park area.</p> <p>It was noted at the time that the other piece of open space owned by the Parish Council in the area, Gamston Village Hall grounds on Old Tollerton Road in Gamston Village, is not covered by the PSPO. We feel it would hugely benefit from being included.</p> <p>Please could we request that this piece of land is added to the current PSPO. Please could you let me know the process we need to follow.</p> <p>If you need any further information please do not hesitate to contact me.</p> <p>With kind regards and thanks in advance.</p> <p>Mrs Julia Barnes Parish Clerk</p>
<p><b>12</b> <b>21/08/19</b></p>	<p><b>Cllr R Jones</b></p>	<p>Thanks. I have distributed this consultation to some local people. Personally I support the extension of the order and the locations. Just need the police to be aware when residents phone about ASB.</p> <p>Cllr Rod Jones</p>
<p><b>13</b> <b>21/08/19</b></p>	<p><b>John Elwell</b></p>	<p>I support renewal of the PSPO. I believe that withdrawing it would send the wrong message.</p> <p>John Elwell</p>

<p><b>14</b> <b>20/08/19</b></p>	<p><b>John Woodward</b></p>	<p>Please keep the rules in place street drinking increases anti social behaviour</p> <p>Thank you</p> <p>John Woodward</p>
<p><b>15</b> <b>20/08/19</b></p>	<p><b>Sharon Holden</b></p>	<p>Although the article in West Bridgford Wire suggested that there has been no rise in incidents during the past three years, I would beg to differ. There seems to be an increase in beggars in West Bridgford particularly on Central Avenue, near West Bridgford Park and also on Melton Road occasionally. Having said that, there has also been an increase in littering in West Bridgford, again in Central Avenue and all the feeder roads that come off it. Some of this is linked to street drinking and begging, but also the lack of litter bins. Could we not have a litter bin near Marks &amp; Spencer's street exit?</p> <p>On Sunday 18 August, there was a youngish man sitting outside Boots asking for money around lunchtime. My daughter felt so upset she asked if we could buy him something from Iceland to give him something to eat. It is rare to see anyone begging during the week as I believe the Public Space Protection Order is effective when enforced. Perhaps this is more of a problem as the enforcement isn't around in the evenings/overnight. Maybe a concerted effort or targeted weekends during the evening would be the best way forward. I personally find the begging a subtle form of aggression and, given the public availability of assistance in both the City and at the Friary, this should not be happening and will ultimately deter people from visiting or shopping in West Bridgford. The Council has recently spent money to increase footfall in Melton Road and this will be pointless if the begging and street drinking go unchecked.</p> <p>I wonder if the recent spate of vandalism, damage to public property and break-ins are linked to street drinking.</p> <p>Mrs Sharon Holden</p>

<p><b>16</b> <b>21/08/19</b></p>	<p><b>William Brew</b></p>	<p>Regarding West Bridgford Public Space Protection Order Consultation.</p> <p>I have noticed in recent months there has been an increase in tramps begging, sleeping and drinking alcohol on both West Bridgford Avenue and more worryingly in Bridgford Park. In the park they are regularly sleeping on the benches or on the quieter grassy areas and openly drinking alcohol individually or in small groups.</p> <p>Bridgford Park never used to have this problem and I am concerned this is only getting worse. Not only is it starting to ruin the tranquillity of the park but also making it unsafe, especially for children playing.</p> <p>Here are just a few of my recent experiences in Bridgford Park.</p> <ul style="list-style-type: none"><li>- I was sat on a bench eating my lunch and a drunk tramp sat right next to me and started smoking. Rather than just sit at the other end of the bench he deliberately sat touching me in an attempt to intimate me. When I asked him to move away he laughed at me and I was forced to leave.</li><li>- On a sunny day when the park was particularly crowded a tramp was sleeping with all his belongings on one of the benches in front of the Registration Office. Completely ruining that area for people to be in.</li><li>- On the weekend there was a group of tramps drinking on a bench on the other side of the park while the outdoor cinema was taking place. There was also a tramp sleeping right next to the tennis courts and I witnessed another tramp approach a family and ask for money.</li></ul> <p>I've noticed at the moment they are tending to stay near the quieter edges of the park but it's getting worse and they are starting to encroach more and more. It's a shame as I think the park is a brilliant public space and a lovely place to visit.</p> <p>The renewal of the PSPO will be a positive step but more needs to be done to ensure the homeless are not sleeping, begging and drinking alcohol around West Bridgford.</p> <p>Yours faithfully, William Brew</p>
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<b>17</b> <b>20/9/2019</b>	<b>Mark Walker</b> <b>Group Manager</b> <b>– Trading</b> <b>Standards and</b> <b>Communities</b> <b>Nottinghamshire</b> <b>County Council</b>	<p>Thank you for the opportunity to respond to the consultation, on behalf of Nottinghamshire County Council.</p> <p>The County Council would support the renewal of the PSPO. When used sensibly and proportionately, the PSPO provisions offer useful additional tools to partners to deal with issues occurring within the restricted zone. The tools are swift and easy to use, and in the right circumstances, can deal with problems impacting on the public in a more effective and efficient manner than other options.</p> <p>Regards</p> <p>Mark</p> <p>Mark Walker <b>Group Manager – Trading Standards and Communities</b> Nottinghamshire County Council</p>
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**Responses opposed to the renewal of the PSPO**

<b>Date Received</b>	<b>Name</b>	<b>Comment</b>
<p><b>18</b> <b>24/08/19</b></p>	<p><b>Kathy Topping</b></p>	<p>I can't believe that you are stating that you will issue fines to homeless people who have no or little money There are some parts of the proposal that I would agree with for instance urinating or defecating in a public place but I'm almost sure that the law already exists to deal with this already How are you going to police this . We cannot get a policeman to attend a burglary never mind such petty nonsense We need as s society to look at the causes of homelessness instead . It is abundantly clear that it is directly connecting to Tory government polices the reduction in community support in mental health , drug and alcohol services. I would be ashamed to live in an area that proposes such inhumane policies Regards Cathy Topping</p>
<p><b>19</b> <b>25/08/19</b></p>	<p><b>Helen Foster</b></p>	<p>I'd like to comment on your proposed PSPO renewal.</p> <p>I think that when you renew it, you should not include outdoor sleeping in it. It isn't anti-social in itself and with homelessness becoming increasingly common could give already disadvantaged homeless people a criminal record so further disadvantaging them.</p> <p>The inclusion of sleeping outdoors in PSPOs doesn't solve the problem of rough sleeping either, it just moves the problem to neighbouring areas who will then be forced to deal with the real problem.</p> <p>I've lived in West Bridgford for 11 years and have never been affected adversely by anyone sleeping outside so I don't really see the purpose of including it.</p> <p>Thanks</p> <p>Helen Foster</p>
<p><b>20</b> <b>24/08/19</b></p>	<p><b>Cllr P Gowland</b></p>	<p>Im responding to the consultation</p> <p>I do not believe it is appropriate for a council like Rushcliffe to be fining people for being homeless. It is morally unacceptable and it is bringing the council into disrepute.</p>



<b>21</b> <b>17/09/19</b>	<b>Tim Martin</b>	I feel strongly that criminalising rough sleeping etc is entirely inappropriate. Resources should be provided to house and support such people rather than merely trying to drive them elsewhere
<b>22</b> <b>17/09/19</b>	<b>Rob Eagle</b>	<p>'outdoor sleeping' is a term increasingly used by conservative councils which suggests strongly that such activity is purely a lifestyle choice, taking no account of the entrenched complexity of the lives of those trapped in this form of activity. It is not enough to claim that help was offered but was refused.</p> <p>Please stop using this term and return to using 'rough sleeping' a term which captures the reality, in terms of the impact on health and welfare, of street homelessness.</p>
<b>23</b> <b>20/09/19</b>		<p><b>I.lberty</b> <b>BEN CONEY CRITCHLEY</b> Trainee Solicitor <b>I.lberty</b></p> <p>Summary of comment: lack of evidence, targeting based solely on being rough sleeper contrary to guidance, rough sleeping a symptom of poverty. The pspo is a blunt measure, intervention to article 8 of human rights, behaviours can already be dealt with by existing legislation eg Public Order Act 1986, Highways Act 1980. "Pspo contains inappropriate provision" renewal "would be wrong and potentially unlawful"</p>

#### Responses neutral to the renewal of the PSPO

<b>24</b> <b>27/8/2019</b>	<b>Stuart Taylor</b> <b>Environment Agency</b>	<p>No comment on this order.</p> <p>Thanks</p> <p>Stuart Taylor</p>
<b>25</b> <b>20/8/2019</b>	<b>Sam Crawford,</b> <b>Friary Dropin Ltd</b>	Many thanks indeed for the below email. I am keen to discuss the below with you if possible and wondered if there might be any potential to meet up with a representative from the Community Safety Team to do so? If a meeting is not feasible might a phone call be possible?

		<p>It's not the case that we are vehemently opposed to the below, I just thought that it might be an opportune moment to touch base and identify any pertinent developments since the PSPO's first inception in 2017.</p> <p>Many thanks again for sending this through and I do hope to be able to meet with you to discuss this.</p> <p><b>Sam Crawford</b> <b>Chief Executive</b></p>
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## EQUALITY IMPACT ASSESSMENT FORM

Name and brief description of proposal/project / policy / service being assessed:

*Click once and type. Briefly summarise the service or proposal including key aims and any relevant context' note timescales for any planned changes' use plain language; refer to other document(s) if needed.*

Public Space Protection Order (PSPO) Review 2019

On 2 February 2017 which controls the activities of street drinking and outdoor sleeping in key areas of West Bridgford and Edwalton. It is a requirement of the enabling legislation namely the Anti-Social Behaviour Crime and Policing Act 2014 to review the Order after the expiry of 3 years. It is RECOMMENDED that that the Communities Scrutiny Group endorse the proposal to extend the Public Space Protection Order to control street drinking and outdoor sleeping in the areas.

Information used to analyse the effects of equality:

In addition to working and consulting with community safety partners, ward members and other local stakeholders on the development of the proposal, the Council has also carried out a full public consultation. This was launched on 20th August 2019 and closed on 20th September 2019. Details of the responses are provided within the appendices to the report.

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	<b>Could particular benefit (X)</b>	<b>May adversely impact (X)</b>	<b>How different groups could be affected: Summary of impacts</b>	<b>Details of actions to reduce negative or increase positive impact (or why action not possible)</b>
People from different ethnic groups	x		Will not specifically impact any particular ethnic group. PSPO intended to prevent anti-social behaviour and improve quality of life in the local community	
Men, women (including maternity/pregnancy impact), transgender people	x		See above	
Disabled people or carers	X		See above	
People from different faith	x		See above	

groups				
Lesbian, gay or bisexual	x		See above	
Older or younger people	x		See above	
Other (marriage/civil partnership. Looked after children, cohesion/good relations, vulnerable children/adults)	x		See above	

**OUTCOME(S) OF EQUALITY IMPACT ASSESSMENT:** *(delete as appropriate)*

No major change need    ~~Adjust policy/proposal/project~~    ~~Adverse impact but continue~~    ~~Stop/remove project/policy/proposal~~

**Arrangements for future monitoring of equality impact of this policy/proposal/project:**  
*Note when assessment will be reviewed (e.g. review assessment in 6 months or annual review).*

PSPO to be reviewed every 3 years

**Names of officers who conducted EIA and date**

Geoff Carpenter

**Approved by:**   
*(manager signature)*

**Date: 25/9/19**



## Corporate Governance Group

17 September 2019

## Work Programme

### Report of the Executive Manager – Finance and Corporate Services

#### 1. Purpose of Report

- 1.1. The work programme is a standing item for discussion at each meeting of the Communities Scrutiny Group. In determining the proposed work programme due regard has been given to matters usually reported to the Group and the timing of issues to ensure best fit within the Council's decision making process.
- 1.2. The table does not take into account any items that need to be considered by the Group as special items. These may occur, for example, through changes required to the Constitution or financial regulations, which have an impact on the internal controls of the Council.

#### 2. Recommendation

It is RECOMMENDED that the Group agrees the work programme as set out in the table below.

#### 3. Reasons for Recommendation

##### 3 October 2019

- Review of Positive Futures and YouNG
- Carbon Management Plan Development and Review
- Public Space Protection Order Review
- Work Programme

##### 9 January 2019

- Review of Community Hall Facilities in West Bridgford
- Carbon Management Plan Development and Review
- Work Programme

##### 19 March 2019

- Resources and Waste Strategy – government proposals (provisional)
- Work Programme

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<b>Background papers Available for Inspection:</b>	None.
<b>List of appendices (if any):</b>	None.