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Date: 19 August 2014

Dear Councillor,

Housing and Community Services Committee

A Meeting of the **Housing and Community Services Committee** will be held in the **Council Chamber**, on **Thursday, 28 August 2014 at 18:00**. You are requested to attend.

Yours faithfully,

Chief Executive

To:- **Conservative Group**
Councillor Hewlett (Chairman), Councillor Smith (Vice-Chairman) and Councillors Ford, Harrison, Mrs. Hood, Lemmon and Murray.

Labour Group
Councillors Dunn, Frost, Mulgrew, Rhind, Richards and Shepherd.



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investor in excellence
Housing Services



AGENDA

Open to Public and Press

- 1 Apologies
- 2 To receive the Open Minutes of the Meeting held on 12th June 2014.

Open Minutes **5 - 8**
- 3 To note any declarations of interest arising from any items on the Agenda
- 4 To receive any questions by members of the public pursuant to Council Procedure Rule No.10.
- 5 To receive any questions by Members of the Council pursuant to Council procedure Rule No. 11.
- 6 Reports of Overview and Scrutiny Committee
- 7 Presentation by Active Nation on the Leisure Management Contract.
- 8 Setting of garage rents at Chatsworth Rd, Newhall. **9 - 10**
- 9 Experian Rental Exchange Scheme - Phase 1 **11 - 22**
- 10 Corporate Plan 2009-2015 Performance Management Report **23 - 41**
- 11 Work Programme Report **42 - 44**

Exclusion of the Public and Press:

- 12 The Chairman may therefore move:-
That in accordance with Section 100 (A) of the Local Government Act 1972 the press and public be excluded from the remainder of the Meeting as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that there would be disclosed exempt information as defined in the paragraph of Part I of the Schedule 12A of

the Act indicated in the header to each report on the Agenda.

- 13 To receive any Exempt questions by Members of the Council pursuant to Council procedure Rule No. 11.
- 14 To receive the Exempt Minutes of the Meeting held on 12th June 2014.
Exempt Minutes



HOUSING AND COMMUNITY SERVICES COMMITTEE

12th JUNE 2014

PRESENT:-

Conservative Group

Councillors Hewlett (Chairman), Councillor Smith (Vice-Chairman) and Councillors Ford, Harrison, Mrs Hood, Murray and Stanton (vice Councillor Lemmon)

Labour Group

Councillors Dunn, Frost, Mulgrew, Rhind, Richards and Shepherd

In attendance

Councillors Atkin, Mrs Plenderleith

HCS/1 **APOLOGY**

An apology for absence was received from Councillor Lemmon (Conservative Group).

HCS/2 **Minutes**

The Committee considered the open minutes of the meeting held on 17th April.

RESOLVED:-

To approve as a true record the open minutes of the meeting held on 17th April.

HCS/3 **Choice Based Lettings**

The Committee considered a report from the Director for Housing & Environmental Services on how the district's Choice Based Letting (CBL) scheme had operated during 2013/14. This made it clear that fewer properties had been allocated as emergency lettings, to those households which the Council has a statutory duty to rehouse. Members welcomed this and especially the preventative work carried out by the Housing Options Team to ensure better overall use of the housing stock.

Members were also informed that following the consultation exercise carried out during last autumn, minor changes had been made to the Homefinder Allocations Policy. The Committee was now asked to make a range of further changes to the policy. These were explained in the report.

RESOLVED:-

To note the outcome of the 2013/14 operation of the South Derbyshire Homefinder Choice Based Lettings (CBL) Scheme.

To approve progress and the timetable in the implementation of the amended South Derbyshire Homefinder Allocations Policy.

To approve further minor amendments to the allocation policy, as set out in the report.

HCS/4 **Facility Development Update**

The Committee then considered a report by the Director for Community & Planning Services on the progress to date in improving sports and cultural facilities. These improvements included a major refurbishment programme for the Green Bank Leisure Centre and the installation of a full sized floodlit artificial grass pitch at the Etwall Leisure Centre.

The Committee discussed these improvements and what actions had been taken. Members welcomed in this context the opportunity for a site visit to the Green Bank leisure centre, so that they could see for themselves the changes being made.

Members of the Committee were also informed that the Council had successfully submitted an expression of interest to Sport England for a scheme to increase participation by young people in sporting activities. Following on from this, the Council had now been asked by Sport England to submit specific proposals. These would involve greatly improved facilities for young people at both the Grove Hall and Green Bank leisure centres. Under the proposals, Sport England would meet the vast majority of the capital costs of the improvements.

The Committee welcomed the expression of interest and the work carried out to date. Members also agreed that the authority now submit a formal application to Sport England to fund the proposed improvements at Grove Hall and Green Bank leisure centres.

RESOLVED:-

To note the progress on sport and cultural facility development.

To approve the submission of the Sport England Improvement Fund Application for the re-development of the Grove Hall and the Green Bank leisure centres.

HCS/5 **Corporate Plan 2009-14: Performance Management Year End Report 2013/14**

Members considered a report by the Directors of Housing & Environmental Services and of Community & Planning Services on the Corporate Plan 2013/14. This focused on the 'outcomes' which the Committee was

responsible for delivering under the 'Safe and Secure' and 'Lifestyle Choices' themes.

The Committee considered the information. Several errors were identified in the text, which it was agreed would now be rectified.

RESOLVED:-

Note the achievements and out-turn performance at year end, in relation to the Council's Corporate Plan 2009/14

Note where progress had failed to achieve the specified targets and the remedial action taken.

HCS/6 **Service Plans 2014-15**

The Committee then considered a report from the Directors of Housing & Environmental Services and Community & Planning Services, setting out the service plans for the Housing & Environmental and Community & Planning service areas. Members were reminded that these service plans formed a key part of the Council's performance management framework; explaining the key achievements during the year, highlighting specific service strengths and pointing out the areas for further improvement.

RESOLVED:-

To approve the Service Plans for Community & Planning Services and Housing & Environmental Services as the basis for service delivery over the period 1 April 2014 to 31 March 2015.

HCS/7 **Work Plan**

Members of the Committee received a report from the Directors of Community & Planning Services and Housing & Environmental Services setting out the suggested work programme for the Committee during the 2014/15 local government year.

RESOLVED:-

To note the work programme for the year.

HCS/8 **LOCAL GOVERNMENT ACT 1972 AS AMENDED BY THE LOCAL GOVERNMENT ACT (ACCESS TO INFORMATION) ACT 1985**

RESOLVED:-

That, in accordance with Section 100(A)(4) of the Local Government Act 1972 (as amended), the press and public be excluded from the remainder of the Meeting as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that there would be

disclosed exempt information as defined in the paragraphs of Part 1 of the Schedule 12A of the Act indicated in brackets after each item.

HCS/9 **Exempt Minutes**

The Committee considered the exempt minutes of the meeting held on 17th April.

RESOLVED:-

To approve as a true record the exempt minutes of the meeting held on the 17th April.

HCS/10 **Housing & Environmental Services – proposed changes to staffing structure**

Finally, the Committee considered a report from the Director of Housing & Environmental Services explaining the proposed restructure of Housing & Environmental Services directorate. He explained the rationale for the changes. In particular, he pointed out that the reorganisation would free-up capacity to enable more work to take place in priority areas; and especially to further improve the Council's already impressive track record in preventing homelessness.

During the subsequent discussion, members asked about the potential impact on employment and possible redundancies.

RESOLVED:-

To approve in principle the proposed changes to the Housing and Environmental Services Directorate set out in the report.

Cllr Hewlett
CHAIRMAN

The meeting terminated at 6.55 p.m.

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 8
DATE OF MEETING:	28TH AUGUST 2014	CATEGORY: DELEGATED
REPORT FROM:	DIRECTOR OF HOUSING AND ENVIRONMENTAL SERVICES	OPEN
MEMBERS' CONTACT POINT:	BOB LEDGER EXT 5775	DOC:
SUBJECT:	SETTING OF GARAGE RENTS AT CHATSWORTH ROAD, NEWHALL.	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE:

1. Recommendations

1.1 Members approve the report and agree a rental value of £9.75 per week for each of the Chatsworth Road garages.

2. Purpose of Report

2.1 To set the rental value for the new garages at Chatsworth Road, Newhall following a full refurbishment of the site and the provision of 21 new garages.

3. Detail

3.1 The five-year investment plan, which was approved by Committee in February 2012, included a budget for the repair or refurbishment of garage sites.

3.2 The pilot scheme has now been completed at Chatsworth Road, where 23 garages that were in various states of disrepair have been replaced by 21 larger garages that allow more space to open car doors within the garage.

3.3 The current standard garage rent is £8.35 per week across the district. It is proposed though that these garages offer a higher quality product and the rent should therefore reflect the increased quality as well as seeking to recover the capital cost of £106k over a reasonable timeframe. The increase in rent should however be at a level whereby we have a good chance of having them fully occupied with a healthy waiting list.

3.4 There is no set precedent for a financial equation for recovering capital investment through revenue income but it is proposed that the capital cost could be recovered over a ten-year period at a rent of £9.75 per week.

- 3.5 To ensure that income was maximised, the garages have been let from the 18th August 2014 with a provisional rent of £9.75 per week, and the tenants have been made aware that this rent is provisional. They were also informed that if the rent was set at a lower level they would receive a refund and if it was raised they would have the option to terminate their rental without penalty or accept the agreed rent.
- 3.6 The interest in the garages has been good and 21 offer letters were sent out on the 5th August 2014. Within 24 hours, 10 prospective tenants telephoned with a verbal acceptance and arranged an appointment to sign an agreement and collect keys.
- 3.7 Current tenants of the Council's domestic properties are not charged VAT, whilst 20% VAT is added to the rent for non-Council tenants.

4. Financial Implications

- 4.1 The proposed weekly amount will recover the cost of the refurbishment works over a ten year period and then assuming a low level of repairs and void garages, will produce an income of around £10,000 per year.

5. Corporate Implications

- 5.1 There are no corporate implications associated with this report.

6. Community Implications

- 6.1 The garages provide a much needed facility and demand has been high.

REPORT TO:	Housing & Community Services Committee	AGENDA ITEM: 9
DATE OF MEETING:	28th August 2014	CATEGORY: DELEGATED
REPORT FROM:	Director of Housing & Environmental Services	OPEN
MEMBERS' CONTACT POINT:	Martin Guest, Performance and Policy Manager (ext 5940)	DOC:
SUBJECT:	EXPERIAN RENTAL EXCHANGE SCHEME – PHASE 1	REF:
WARD(S) AFFECTED:	All	TERMS OF REFERENCE: HCS01

1. Recommendations

- 1.1 Members approve that we should engage with the Rental Exchange scheme in its first phase to analyse data on our tenant portfolio.
- 1.2 Members authorise the Director of Finance and Corporate Services to sign the Data Processing Agreement as attached in Appendix 1.
- 1.3 To note that any proposal to move forward into the scheme's second phase would come before Members in a subsequent Committee report for approval.

2. Purpose of Report

- 2.1 To outline the Rental Exchange Scheme and the benefits it may bring for the South Derbyshire District Council tenants.
- 2.2 To undertake phase 1 of the project to ascertain how beneficial this would be for the South Derbyshire tenants.

3. Detail

What is the scheme?

- 3.1 Most social housing tenants cannot readily access the better credit deals available in the market place because rental payment history is not currently included in the credit score process used by credit agencies i.e. the Council does not currently share such information.
- 3.2 Big Issue Invest (a social enterprise company linked to the Big Issue magazine) and Experian (the leading credit reference agency in the UK) have

partnered to tackle the financial, digital and social exclusion challenges faced by social housing tenants. Together they are working with housing associations, local authorities and key stakeholders across the public, private and voluntary sectors to collect up-to-date rental payment information on tenants living in social housing and feeding this data into the Experian Rental Exchange.

- 3.3 The impact of Welfare Reform and continued economic challenges make this initiative more relevant than ever before. However, data is required en masse to truly make this work. The more data that starts coming into the Rental Exchange, the sooner that this will start building tenants' credit scores and ultimately enable access to more affordable credit.
- 3.4 The Rental Exchange is a 'ring-fenced' secure database which holds rental payment information. It has been agreed with the Information Commissioner's Office to ensure it complies with the letter and spirit of the Data Protection Act 1998. The information will allow tenants with a 'thin file' - a history of little or no credit – to build a credit score.
- 3.5 The database can be accessed by lenders and other service providers when a tenant applies for a loan or service that requires a credit check or proof of identity, something that is becoming common-place for both private and public sector transactions.
- 3.6 As at 31st May 2014, 85 Registered Social Landlords have signed up and are working through the first phase of the project and so far 19 organisations have progressed to live implementation (phase 2) .
- 3.7 Big Issue Invest's research on financial exclusion reveals that in most cases financial exclusion was a matter of 'missing' information, rather than an actual lack of creditworthiness.
- 3.8 The Rental Exchange Scheme is a two phase project set out below:

Phase 1

- 3.9 Experian will perform an analysis of our tenant portfolio and their payment history to include:
 - **Identification** - An analysis showing the proportion of residents gaining benefit from the increase in the number of electronic identifications held on the credit bureau.
 - **Credit Scores** - An analysis showing the proportion of residents gaining benefit from having their credit score increased by positive rental payment history.
 - **Tenant Support** - An analysis showing the proportion of residents that have impaired credit histories and might benefit from financial support services.
- 3.10 The analysis is free and would be presented back to us after completion. The Council (Director of Corporate services) would be required to sign a Data Processing Agreement as attached at appendix 1. Experian would then work with us, in particular with the ICT team to set out the data requirement and the

data transfer process. Any data that we provide can only be used for the initial evaluation phase.

Phase 2

- 3.11 If we are happy with the data analysis and want to go forward, the data moves forward into their live bureau. In reality the data is left until the point at which a tenant applies for a product where a credit check is required. We are not currently proposing to move ahead with phase two until we can see the results of the first phase, and will assess the potential benefits to customers at that time.
- 3.12 Big Issue Invest role is to ensure that the data has a social purpose.

How will this benefit our tenants?

- 3.13 The majority of tenants pay their rent on time so this information will enhance their credit score and help them to access more affordable mainstream credit/services.
- 3.14 If a tenant is unable to pay their rent, it is unlikely they are suitable for a loan or other payment agreement, therefore the Rent Exchange supports responsible borrowing and lending and helps people avoid becoming over-indebted.
- 3.15 The scheme will enable tenants to build an 'online' proof of identity - increasingly important when applying for a utility supplier, a mobile phone provider, etc.

How have we consulted with tenants so far?

- 3.16 The proposal was discussed with the Tenants' Panel on the 28th January 2014, who asked for a further presentation on the project from Experian.
- 3.17 This presentation was given by Experian to Members of the Panel on the 18th March after which the Tenants' Panel proposed that we move to Phase 1 of this project.
- 3.18 Experian and Big Issue Invest have worked closely with tenants' groups nationally to inform their proposal. They have carried out research and focus groups to see what tenants thought about the scheme. The research indicates that the majority of the feedback was positive, and most people surveyed thought that using data in this way was 'fair'. Older people however were more reticent, as were those who were already in debt, although this group tended to be the 'bad payers' and their credit scores would not have been worsened.
- 3.19 We will work with both Experian and Big Issue Invest to support us in consulting with and communicating to tenants should we decide to go forward in Phase 2.

How will this scheme benefit the Council?

- 3.20 The scheme helps

- tenants to access affordable credit and other services.
- the Rental Exchange could act as an incentive to pay rent on time and this will hope to increase collections and reduce late payments.
- the Council to identify those tenants who are financially vulnerable and it will help get them 'back on track' through the Tenancy Sustainment Service.

Data Protection and ICT requirements

- 3.21 It should be noted that the Council will be passing across personal data which is protected under legislation. Consequently, the Council has to consider carefully how it uses that information and should not, without good reason, pass it on to a third party. The underlying principle is that it is only used for the purposes it was intended, i.e. in this case in connection with the tenancy agreement and for the collection of rent. If it is used for any other purpose, then it would need the express permission of the individual concerned.
- 3.22 Clearly, with this proposal, a database would be shared covering all tenants and it would be difficult to get individual consent. If any data is used outside of its intended criteria, then the Council will need to ensure that it still achieves compliance with the Data Protection Act (DPA).
- 3.23 Experian and BII have both consulted the Information Commissioners Office (ICO) to establish how councils can establish compliance. Their underlying point is that the data is being shared for the benefit of the tenant and not the Council – what is called the “legitimate interests” provision within the DPA. On this basis, the advice from the ICO is that compliance can be achieved (without an opt-out requirement) so long as efforts are made regarding transparency, education, help lines, etc. This means clear notification in language and through a channel that the individual tenant is likely to read, understand and see the real personal benefits to them. The ICO has stated that they would expect to see a specific tenant helpline.
- 3.24 The summer edition of the Tenants Newsletter gave some initial details of the potential scheme. In addition, the South Derbyshire Tenants’ and Residents’ Forum has already received presentations and information from Experian. These channels would help to ensure the Council meets the compliance regulation.
- 3.25 The other point made by the ICO, is the need for data accuracy. They would expect to see that the database passed across is up to date and has been cleansed of any historical tenants, etc.
- 3.26 Besides ensuring compliance, there is a risk that large numbers of tenants will object to the sharing of their data. If this is the case, the ICO may withdraw their support for the scheme. If this happened, the ICO may insist that tenants have to be consulted individually which would make the scheme much more difficult. Therefore, it is important that all tenants understand the benefits to them, but if they still wish to opt out, then they must be excluded from the scheme.

3.27 Experian would need to work with our housing systems team to extract the relevant data. They are working closely with Orchard (our Housing management system software supplier) on data sharing for many other organisations, so this should ease the process and ensure that there is no large burden on ICT.

4. Financial Implications

4.1 There is no cost involved in participating in the Rental Exchange.

5. Community Implications

5.1 The project supports tenants to obtain better access to affordable credit.

6.0 Background Papers

Appendix 1 – Data Processing Agreement

Appendix 1 -

DATA PROCESSING AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN

EXPERIAN LIMITED whose registered office is at Landmark House, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ ("Experian ") and

[Insert Registered Social Landlord Name, having its registered office at, [Insert Address], ("the Client")

RECITALS

- (A) The Client wishes to appoint Experian to act as data processor of certain data in order to permit Experian to analyse the Client Data for the Purpose and Experian has agreed to act as data processor on the terms of and subject to the conditions of this Agreement.
- (B) Paragraphs 11 and 12 of part II of Schedule 1 of the Data Protection Act 1998 place certain obligations upon a data controller to ensure that any data processor it engages provides sufficient guarantees to ensure that the processing of the data carried out on its behalf is secure.
- (C) This Agreement exists to ensure that there are sufficient security guarantees in place and that the processing of the Client Data by Experian complies with obligations equivalent to those of the 7th Data Protection Principle.

OPERATIVE PROVISIONS

In consideration of the Client disclosing the Client Data (as defined herein) to Experian it is hereby agreed as follows:

Definitions

In this Agreement the following definitions shall have the following meanings unless the context otherwise requires:

"CAIS" means Experian's Credit Account Information Sharing Scheme.

"CAIS Data" means data contributed into CAIS by participating CAIS Members.

"Confidential Information" means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer names & addresses, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format. For the avoidance of doubt, the Client Data shall be Confidential Information of the Client.

"Client Data" shall mean such data relating to tenants and potential tenants of the Client as the Client agrees Experian may process from time to time as provided to Experian by the Client and further described in Clause 3.

"**DPA**" shall mean the Data Protection Act 1998.

"**Experian Data**" means any of the data and/or databases supplied by Experian to the Client in connection with the Purpose.

"**Output**" means a summary of the results of the processing by Experian and the potential impact on the Client's tenants, which for the avoidance of doubt shall not include Personal Data.

"**Participating CAIS Members**" means those CAIS members who have authorised Experian to use CAIS Data for the Purpose.

"**Processing**" and "**Personal Data**" shall have the meanings specified in the DPA.

"**RSL**" means Registered Social Landlord of which the Client is one.

1. Application

This Agreement shall apply to all Client Data and shall continue in force for such time as Experian continues to process Client Data for the Client or (if earlier) until the date on which Experian and the Client enter into a full written agreement containing provisions similar to those set out in this Agreement in respect of data processing and/or other services.

2. Purpose

The purpose of the Agreement is to enable a collaboration between certain RSL's (including the Client), the Big Issue Invest and Experian, and in particular for Experian to conduct research into the potential for using rent payment data to develop more detailed credit scores of the Client's residents, which for the avoidance of doubt will involve processing by Experian of the Client Data with Experian Data (including CAIS Data) ("**Purpose**").

3. The types of Client Data to be provided to Experian to undertake this research on behalf of the Client are:

- 3.1 Client's resident's name
- 3.2 Client resident's address
- 3.3 Client resident's rental payment history
- 3.4 Client's resident's rent payable amount
- 3.5 Any other such data as may be reasonably required by Experian for the Purposes of this Agreement with the consent of the Client, any such additional processing to be carried out on behalf of the Client by Experian as 'data processor'.

4. The Client will not provide Experian with any sensitive personal data (as defined by the DPA) for the purposes of this Agreement.

5. Compliance and audit

- 5.1 Each party undertakes to the other that, in connection with the Client Data, it will at all times comply with the DPA (including the data protection principles referred to in the DPA) and any subordinate or associated regulations.
- 5.2 The Client as a registered data controller with the Information Commissioner's Office shall ensure that the data processing carried out shall be consistent with its responsibilities as data controller under the DPA.
- 5.3 In relation to the DPA the parties shall in addition to the general obligations under Clause 5.1:
 - 5.3.1 notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the DPA and only process such Personal Data in accordance with the terms of its notification under the DPA;
 - 5.3.2 comply with the rights of the individuals in relation to the Client Data as set out in the DPA.
- 5.4 Each party warrants that it has in place and undertakes to maintain appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of the other party's software and data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process such data or on which any such software or data is stored.
- 5.5 Experian (as data processor under the DPA) agrees that it shall process the Client Data only in accordance with the instructions of the Client (as data controller under the DPA).
- 5.6 Experian shall permit the Client to enter its premises to ensure that Experian is complying with its obligations under this Agreement in relation to the use of the Client Data on condition that the Client shall:
 - 5.6.1 give reasonable notice of any such audit and conducts such audit during normal working hours;
 - 5.6.2 observe Experian's security and confidentiality procedures in relation to the protection of confidential information concerning any clients or customers of Experian;
 - 5.6.3 comply with Experian's reasonable regulations governing security and health and safety as have been notified to it; and
 - 5.6.4 take all reasonable steps to minimise disruption to Experian's business during such audit.
- 5.7 Experian shall delete the Client Data at the request of the Client at any time or on termination of the Agreement as set out in Clause 1 and Clause 11. Experian shall confirm in writing that all such Client Data has been securely deleted.

6. Confidentiality

- 6.1 Each party shall, in respect of the Confidential Information for which it is the recipient;
- 6.1.1 keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
 - 6.1.2 take all reasonable steps to prevent unauthorised access to the Confidential Information;
 - 6.1.3 not use the Confidential Information other than for the purposes set out in this Agreement;
 - 6.1.4 agree wherever possible to securely delete all data on completion of the Purpose.
- 6.2 The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 6.3 are met):
- 6.2.1 employees and officers of the recipient and its group companies who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
 - 6.2.2 the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
 - 6.2.3 in the case of Experian being the recipient, group companies of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement.
 - 6.2.4 Experian may provide a copy of the Output to the Participating CAIS Members provided that each Participating CAIS Member is under a contractual obligation to treat the Output as Confidential Information on terms equivalent to those contained in this Agreement.
- 6.3 As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must
- 6.3.1 ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
 - 6.3.2 procure that such persons observe the restrictions in this Clause 6.
- 6.4 The restrictions in Clause 6.3 do not apply to any information to the extent that it:

- 6.4.1 is or comes within the public domain other than through a breach of Clause 6.1;
or
- 6.4.2 is in the recipient's possession (with full right to disclose) before receiving it from the other party; or
- 6.4.3 is lawfully received from a third party (with full right to disclose); or
- 6.4.4 is independently developed by the recipient without access to or use of the Confidential Information.
- 6.4.5 is required to be disclosed by law or by a court of competent jurisdiction.

7. Permitted Use of the Output

- 7.1 The Client shall use the Output solely for the purpose of evaluating whether to (i) contribute to any database established by Experian in connection with the Purpose, and (ii) engage Experian to provide services to the Client in the future and shall not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Output.
- 7.2 The Client agrees that Experian may permit Participating CAIS Members to use the Output solely for the purpose of assessing the potential benefit of using CAIS Data and RSL Data within Experian's Services.

8 Liability

- 8.1 The liability of Experian to the Client in respect of any breach of Clause 5 shall be limited in aggregate to £500,000.
- 8.2 Experian shall not (save as set out in Clauses 8.1 and 8.5) have any liability (whether in contract, negligence, for breach of statutory duty or otherwise) to the Client arising out of or in connection with this Agreement.
- 8.3 The Client shall not (save as set out in Clause 8.5) have any liability (whether in contract, negligence, for breach of statutory duty or otherwise) to Experian arising out of or in connection with this Agreement.
- 8.4 Subject to Clause 8.5, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or otherwise) for:
 - 8.4.1 any indirect or consequential loss;
 - 8.4.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses;
 - 8.4.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

8.5 Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

8.5.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

8.5.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

8.5.3 for breach of Clause 6;

8.5.5 for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

8.5.6 for that party's fraud.

9. Subcontractors

Nothing in this agreement shall permit Experian to subcontract any part of its services associated with the processing of the data under this agreement to a 3rd party without the prior consent of the Client.

10. Transfer of data overseas

Experian shall have regard to the eighth principle of the DPA, and a transfer of personal data outside the EEA may only take place with the Client's prior written consent.

11. Termination

The agreement will remain in force from signature of this Agreement for a period of 12 months. The Client reserves the right to terminate the agreement at any time where, in its reasonable opinion, Experian has failed to carry out its obligations or if the processing falls short of what is expected under the terms of the agreement. The Client shall serve a notice of termination in writing and the notice will take effect immediately on receipt by Experian. For the avoidance of doubt the provisions of Clause 6 shall survive termination and continue in force until such time as the Confidential Information becomes public knowledge other than by a breach of this Agreement.

12. Payment

There will be no charge associated with the processing by Experian under this Agreement or otherwise.

13. IPR

13.1 All Intellectual Property Rights in the Client Data will remain vested in the Client (or its relevant licensors).

13.2 All Intellectual Property Rights in the Output (excluding any Client Data contained within the Output) will remain vested in Experian (or its relevant licensors).

14. Governing Law

14.1 This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2 If any disputes arise out of, under, or in connection with this Agreement, the parties agree that such disputes shall be dealt with exclusively by the English courts.

	Experian	Client
Signature of authorised signatory		
Name		
Position		
Date		

REPORT TO:	Housing & Community Services Committee	AGENDA ITEM: 10
DATE OF MEETING:	28th August 2014	CATEGORY: DELEGATED
REPORT FROM:	Director of Housing & Environmental Services/ Director of Leisure & Community Services	OPEN
MEMBERS' CONTACT POINT:	Bob Ledger (ext. 5775) Stuart Batchelor (ext. 5820)	DOC:
SUBJECT:	Corporate Plan 2009-15: Performance Management Report (1 April – 30 June 2014)	REF:
WARD (S) AFFECTED:	ALL	TERMS OF REFERENCE:

1. Recommendations

1.1 That Members:

- (a) Note the progress and achievements during the period 1st April to 30th June 2014, in relation to the Council's Corporate Plan 2009/15.
- (b) Review where progress has failed to achieve the specified target and consider the adequacy of the remedial action taken.

2. Purpose of Report

- 2.1 To report details of progress and achievements during the period 1st April to 30th June 2014, in relation to the Council's Corporate Plan 2009 –2015.
- 2.2 Details are provided in the respective appendices outlined below, which are attached to this report.
 - Progress against Corporate Plan 'key projects' as attached at Appendix A; and,
 - Progress against Corporate Plan 'performance measures' as attached at Appendix B.

3. Detail

Executive Summary

- 3.1 It is important that Members scrutinise the performance of the Council as part of the democratic process. This report reflects the first quarter's performance in 2014/15 on the key targets the Council has set and approved.

Corporate Plan 2009/15

- 3.2 To provide a context, the Council's Corporate Plan 2009 -15 Action Plan consists of four main 'themes' or 'priorities' (*Sustainable Growth & Opportunity: Safe & Secure: Lifestyle Choices: and Value For Money*).
- 3.3 In March 2014, the Corporate Plan was refreshed along the current themes, with an emphasis being placed on how our actions will make a difference to our residents and stakeholders. In order to focus our actions, performance will be measured against a reduced number of actions or 'key projects' and performance measures
- 3.4 Each 'theme' contains a number of 'outcomes' that help explain what the 'theme' is about. In order that the Council and its stakeholders are able to tell whether the 'outcomes' are being delivered, a number of 'key projects' (with a series of 'tasks/ milestones') and performance measures have been allocated to each 'outcome' that will be monitored either on a quarterly or annual basis.
- 3.5 This Committee is responsible for the delivery of two 'outcomes' [*Delivering a range of housing provision and services that address community requirements and Safer Communities*] within the '**Safe & Secure**' theme; and 2 'outcomes' [*Delivering community based recreational & cultural activities that promote a 'healthier' lifestyle and Helping the community reduce its 'environmental footprint'*] within the '**Lifestyle Choices**' theme.

Progress to 30th June 2014

'Key Projects'

- 3.6 Table 1 below; summarises the progress made against 'key projects.' It shows that 14 (93.3%) of 15 tasks due for completion this quarter have been achieved.

Table 1: Progress against Corporate Plan Projects (as at 30 June 2014)

Theme	'Completed' Tasks	'Failed' Tasks	'Not Applicable'	Total
Safe & Secure	8 (100.0%)			8 (100.0%)
Lifestyle Choices	5 (71.4%)	2 (28.6%)		7 (100.0%)
Total	13 (86.7%)	2 (13.3%)		15 (100.0%)

- 3.7 Those tasks that have not been completed and the remedial action taken are summarised in Table 2 overleaf.

Table 2: Corporate Plan – Key Projects – 'Failed' Tasks (as at 30th June 2014)

Project	Task 'not completed'	Remedial Action
Lifestyle Choices		
LP 07 - Deliver continuous improvement of the Council's environmental performance, through on-going accreditation to ISO 14001	LP 07.1 Hold annual senior management review of EMS performance.	Programme of EMS activities progressing to plan. However senior management review is re-scheduled to be undertaken in Q2 (August).
LP 05 - Present the Affordable Warmth Strategy to committee	LP 05. 1 Present the Affordable Warmth Strategy to Committee	The Strategy has been drafted but not yet reported to Committee. Now scheduled for the October meeting.

Performance Measures

- 3.8 Table 3 below provides a summary of performance against targets for both the current quarter and projected outturn for the year. It shows that 10 (83.3%) quarterly targets have been 'achieved'. It is also forecast that 13 (92.9%) of 14 targets will be met by the year end.

Table 3: Performance Measures – performance against targets (as at 30th June 2014)

Theme	Quarter Target			Total	Projected Annual Target		
	'Achieved'	'Failed'	'N/a' / Proxy See Note 1		'On Track'	'At Risk'	'N/a' / Proxy See Note 1
Safe & Secure	6 (75.0%)	2 (25.0%)	9	17	7 (87.5%)	1 (12.5%)	9
Lifestyle Choices	4 (100.0%)	0	4	8	6 (100.0%)	0	2
Total	10 (83.3%)	2 (16.7%)	13	25	13 (92.9%)	1 (7.1%)	11

Note 1 Proxy Measures are outside the Council's direct control but provide an indication of the 'overall health of the district' For instance: A Council Strategy to 'increase employment opportunities in the area' may have an impact on the local unemployment rate.

- 3.9 Table 4 overleaf, summarises both the quarterly targets that have 'not been met' and where the projected annual target maybe 'at risk' of failure. Brief comments and remedial action taken is also provided.

Table 4: Performance Measures - targets failed (as at 30th June 2014) and/or at risk of failure by year end

Description	Qtr 1 Target	Qtr 1 Actual	Comments and Planned Remedial Action
Safe & Secure			
SM 03 - Average time (in working days) taken to re-let Council homes	21	22.7	Performance is improving and on track to hit target by year end. A new Allocations Officer is now in post. Changes have been made to the gas meter process to make this more efficient.
SM17 –% of environmental disputes improved based on customer feedback	>75%	72%	All negative customer feedback is reviewed. Feedback informs adjustments to the regulatory process.

Managing Risks

- 3.10 The Council has a comprehensive risk register, which details all known service risks, control mechanisms and review dates. Table 5 below outlines the main risks across the Lifestyle Choices and Safe & Secure themes of the Corporate Plan.

Table 5: Managing Risks

Risk Description	Likelihood	Impact	Mitigating Action
Safe & Secure			
Loss of Homelessness Grant <i>(Main Responsible Officer – Director of Housing & Environmental Services)</i>	Treat the Risk	Remains Low	Continue to lobby Derbyshire County Council to maintain the grant in future years
Increase in the level of current tenant rent arrears <i>Main Responsible Officer – Director of Housing & Environmental Services)</i>	Treat the Risk	Medium	Performance management, target setting and adherence to collection procedure
Costs of Housing Enforcement <i>Main Responsible Officer – Director of Housing & Environmental Services)</i>	Treat the Risk	Low	Adherence to procedures to ensure appropriate enforcement action is taken, recharge policy and explore framework agreement with contractors to reduce
P3 <i>Main Responsible Officer – Director of Housing & Environmental Services)</i>	Treat the Risk	Low	Loss of temporary accommodation provided by P3 and/or loss of support funding

Risk Description	Likelihood	Impact	Mitigating Action
Lifestyle Choices			
Managing large capital projects <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Medium	Six monthly monitoring
Failure of contracts e.g. leisure centres <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Tolerate the Risk	Remains Low	Continue monitoring meetings. Finalise or update outstanding contracts. Annual review of risk
Memorial monuments falling causing injury <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Medium	Formal check to be timetabled. Annual Review of risk
Accidents at play areas <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Medium	New play areas are designed to meet current standards. Need to arrange further back up cover for inspections when Inspector is absent. Annual review of risk.
Dilapidation of leisure / community facilities <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Low	Annual review of risk
Failure of Business Plan for Rosliston Forestry Centre <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Medium	Annual review of risk
Urban core cemetery space running out <i>Main Responsible Officer – Director of Planning & Community Services))</i>	Treat the Risk	Remains Medium	Six monthly review of risk

Service Area Commentary

- 3.11 To assist Members in their assessment of progress made, the Lead Officer for each of the performance measures has provided some supplementary information on how the performance measures are supporting the delivery of the outcomes.

Community & Planning Services

- 3.12 The Service has continued to deliver the 'Legacy' programme of activities and facilities including the significant progress on the Green Bank Leisure Centre refurbishment and completion of renovation works on the Swadlincote Skateboard Park. .
- 3.13 Cultural events saw a successful Liberation Day, Festival of Leisure, and South Derbyshire Day at Pride Park and National Forest Walking Festival.

Housing & Environmental Services

- 3.14 Performance against the measure re the occupation of properties within three weeks of the former tenant moving out (void turnaround time) has improved considerably and is now on-track to hit target by year end.
- 3.15 Rescheduling of Environmental Health workloads meant that the internal review of our environmental ISO1401 standard did not happen in the first quarter and is now scheduled for the second. Similarly the revised Affordable Warmth Strategy is now scheduled for submission to Committee in October.

4. Financial Implications

- 4.1 There are no specific financial implications relating to this report. The need to continually improve whilst delivering the ambitions of the *Corporate Plan* will require a sustained efficiency programme, including the shifting of resources to the priority areas.

5. Equalities Implications

- 5.1 This report has no implications in respect of meeting the Public Sector Equality Duty of the Equalities Act 2010.

6. Corporate Implications

- 6.1 The Council aspires to be an "excellent" Council in order to deliver the service expectations of our communities. This performance report evidences an improvement in how we are meeting those demands and expectations.

7. Conclusions

- 7.1 A high level of performance and improvements has delivered a range of outcomes for local communities.
- 7.2 This performance report evidences significant improvement in how the Council is meeting demands and expectations.

LP 01 - Support local communities in delivering cultural events across the district			
Quarter	Task	Progress	Status
1	LP 01.1 - Deliver 4th South Derbyshire Day at Pride Park, Festival of Leisure and Liberation Day and agree 2014/15 Event Programme	South Derbyshire Day, Festival of Leisure and Liberation Day delivered. Programme agreed.	Achieved
2	LP 01.2 - Deliver Glade In The Forest programme including 'Last Night of the Proms' and Play Day		
3	LP 01.3 - Deliver Swadlincote Christmas Lights Switch On and support Melbourne event.		
4	LP 01.4 - Deliver Pancake Races and agree 2015/16 programme		

LP 02 - Deliver improved leisure facilities for the community			
Quarter	Task	Progress	Status
1	LP 02.1 - Commence refurbishment works for Green Bank Leisure Centre. Procure building works at Cockshut Lane Melbourne	Green Bank Leisure Centre works commenced and improvements to Skateboard Park complete. Procurement process for Cockshut Lane progressed.	Achieved
2	LP 02.2 - Complete building works at Green Bank Leisure Centre. Carry out improvement works at Swadlincote Skate Park		
3	LP 02.3 - Install outdoor gym at Newhall Park		
4	LP 02.4 - Complete pitch works at Cockshut Lane and progressed building works		

LP 03 - To increase levels of participation in sport and physical activities			
Quarter	Task	Progress	Status
1	LP 03.1 -Continue to deliver the 'Igniting the Legacy' project. Deliver the NFWF. Delivery of summer of cycling events	Legacy works delivered and successful National Forest Walking Festival promoted.	Achieved
2	LP 03.2 - Deliver summer play and sport schemes including the delivery of new provision of combat, mobile and Commonwealth Mobile. Delivery of summer of cycling events		
3	LP 03.3 - Delivery of the igniting the legacy project. Delivery of the local sports awards. Produce a calendar of events for 2015		
4	LP 03.4 -Produce a programme of activity linked to 2015 flagship sporting events. Deliver the Igniting the legacy project		

LP 04 - Engage people in reducing their 'environmental impact.' through the Environmental Education and Open Spaces projects			
Quarter	Task	Progress	Status
1	LP 04.1- Deliver 4 x conservation task days and 3 environmental events. Commence capital works at Eureka Park	3 x Conservation task days run for Rolls-Royce, Toyota and BT. Dawn Chorus, Science Discovery Day Wildlife Watch events and monthly wildlife walks ran. 1 x Env Forum event at Mercia Marina. 3x conservation task days at Etwall run by BCV, 6x conservation task days at Swadlincote Woodlands run by TCV.	Achieved
2	LP 04.2 - Deliver 4 conservation task days and 2 environmental events. Retain Green Flag at Maurice Lea Memorial Park		
3	LP 04.3 - Deliver tree planting activities in 3 parks, 4 conservation task days and 2 environmental events. Complete capital works at Eureka Park.		
4	LP 04.4 - Deliver 4 conservation task days, 1 Environmental Forum event and 3 environmental events. Submit Eureka Park Green Flag application.		

LP 05 -Reduce the number of vulnerable households experiencing fuel poverty			
Quarter	Task	Progress	Status
1	LP 05 -1 Present the Affordable Warmth Strategy to committee	Draft Affordable Warmth Strategy prepared for presentation to Committee	Failed
2	LP 05 .2 -None planned		
3	LP 05 -3 Provide energy efficiency options to vulnerable households		
4	LP 05 -4 None planned		

LP 06 - Reduce the number of vulnerable council tenants experiencing fuel poverty			
Quarter	Task	Progress	Status
1	LP 06 -1 Review the new External Wall Funding for solid wall properties through the Green Deal which is available until end June 2014.	Maximum funding of £160k for EWI on 27 properties has been claimed	Achieved
2	LP 06 -1 Re-visit photovoltaic viability		
3	LP 06 -1 None		
4	LP 06 -1 None		

LP 07 - Deliver continuous improvement of the Council's environmental performance, through on-going accreditation to ISO 14001			
Quarter	Task	Progress	Status
1	LP 07.1 Hold annual senior management review of EMS performance.	Programme of EMS activities progressing to plan. However senior management review rescheduled to Q2 (August).	Fail
2	LP 07.2- On-going programme of EMS activities. Delivery of internal audits and progression of Non Conformance Reports to close out.		
3	LP 07.3 - Prepare and deliver reaccreditation to ISO14001 through SGS external environmental audit.		
4	LP 07.4- On-going programme of EMS activities. Delivery of internal audits and progression of Non Conformance Reports to close out.		

SP 01- Facilitate new affordable housing for people unable to access the housing market			
Quarter	Task	Progress	Status
1	SP 01 -1 -Submit Caravan Licensing Scheme Report to Committee	Submitted and approved at April's Committee.	Achieved
2	SP 01 .2 Report to Committee on Phase 2 of the Council housing new build. Report to Committee on the Private Sector Stock Conditions Survey		
3	SP 01 .3 Complete SDP Guide		
4	SP 01 .4 Finalise and approve SPD Guide		

SP 02 - Improve the condition of the current housing stock.			
Quarter	Task	Progress	Status
1	SP 02.1 -4 - Work towards achieving an accelerated improvements programmes in 2014/15 to cover the shortfall in properties from the 2013/14 programme. These works will include shower installations, kitchens and bathroom refurbishment works.	Programme progressing with the number of targeted completions evened out to be back on programme by the end of the financial year.	Achieved
2			
3			
4			

SP 03 - Enabling people to remain in their own homes for longer			
Quarter	Task	Progress	Status
1	SP 03.1 Work on the Marketing Strategy for Careline. Implement the new adaptations for the Council Sector	a) Marketing Strategy for Careline drafted. b) New policy approved by this Committee and implemented.	Achieved
2	SP 03.2 Complete and begin implementation of the Marketing Strategy for Careline		
3	SP 03 .3 Continue implementation of the Marketing Strategy for Careline.		
4	SP 03 .4 Measure and report on the success of the Marketing Strategy for Careline		

SP 04 - Revise the standards of the environmental health service based on national best practice and the demands of local stakeholders			
Quarter	Task	Progress	Status
1	SP 04 .1 Complete an assessment to determine the measures of national best practice.	There is no national database or body which collects this data. Therefore we have collected the available data from searches of other local authority websites and responses to email requests for information.	Achieved
2	SP 04 .2 Develop a consultation plan and appropriate consultation material.		
3	SP 04 .3 Undertake consultation. Analyse feedback.		
4	SP 04 .4 Amend all environmental health operational procedures to reflect the consultation outcomes.		

SP 05 - Work with Partners to ensure diversionary activities are being delivered in 'target' locations.			
Quarter	Task	Progress	Status
1	SP 05 .1 - Discuss half term and summer provision at PFY group, identify hotspot areas/ individuals and what activities are required	Discussions took place at PFY group and it was agreed to not hold Summer Vibe in Newhall and Hilton as it was not reaching target groups. More emphasis would be on targeted intervention, although SDDC Summer scheme sessions would be bought in in Urban Core as with previous years.	Achieved
2	SP 05.2 -Commission and deliver activities for summer holidays		
3	SP 05 .3 -Evaluate Summer activities and identify if further sessions, activity is required over Autumn term.		
4	SP 05 .4 -Liaise with police and partners to identify hotspot areas for spring half term.		

SP 06 - Ensure 'Safer Neighbourhoods' funding is being used effectively to combat local crime and disorder issues			
Quarter	Task	Progress	Status
1	SP 06 .1 - 4 -Identify local issues and work with community and partners to develop projects	4x Project applications approved at the June meetings; Eggington Bus shelter light, Security lockers for Aston Recreation, refurb of container for Youth of Hatton & Willington arts Festival youth Project	Achieved
2			
3			
4			

SP 07 - Work with our Partners and communities to reduce acquisitive crime across the District			
Quarter	Task	Progress	Status
1	SP 07.1 - Liaise with SNT teams and CVS to programme in a number plate op and/or property marking op in each SNT area over spring/summer.	Number plate ops held at Newhall & Hilton x2 Further ops programmed in for Melbourne, Midway, Swadlincote, Willington and Scropton. New Shed Alarms initiative commenced with victims receiving a free fitted shed alarm.	Achieved
2	SP 07.2 - Publicise and deliver Number plate and Property marking initiatives. Also react to any increase in non-dwelling breaks by working with the CRO.		
3	SP 07.3 - Hold campaigns to raise awareness of Dark nights and Christmas increases in thefts and Burglaries		
4	SP 07 .4 - Plan future operations for spring and summer period		

SP 08 - Putting Victims First – Work with our partners to revise the ASB Policy and to ensure we provide an enhanced service to victims of ASB			
Quarter	Task	Progress	Status
1	SP 08 .1 -Roll out new ECINS performance management system & vulnerability matrix. Set up daily tasking meetings as required	ECINS now being used by ASB officer, Housing, Environ Health, DCC adult Service and Police in South Derbyshire. Further training sessions have been put on for local officers.	Achieved
2	SP 08 .2 - Identify areas of existing policy which are require amending. Incorporate ECINS vulnerability matrix into draft policy		
3	SP 08 .3 - Work with Police and Partners to identify minimum standard service for victims of ASB		
4	SP 08 .4 - Incorporate new Home Office Tools & Powers into draft policy. Deliver briefings to Councillors		

Outcome	Measure	Actual / Out turn 2013/14	Target Quarter 1 2014/15	Actual Quarter 1 2014/15	Quarter Status	Annual Target 2014/15	Predicted Out turn 2014/15	Predicted Status	Comments/ Remedial Action
LO 1- Deliver community based recreational & cultural activities that promote 'healthier lifestyles'.	LM 01 - Adult participation in sport (Proxy measure)	36.00%	n/a	n/a	Proxy	37.00%	n/a	Proxy	
	LM 02 - Number of leisure centre participations	n/a	183,328	n/a	N/a	733,314	733,314	Green	Waiting for data from Active Nation
	LM 03 - Number of sport, physical activity & health development participations	26,294	6,080	7,102	Green	21,650	21,650	Green	
	LM 04 - Number of play scheme participations	8,022	180	518	Green	6,500	6,500	Green	
	LM 05 - Number of cultural activity participations	8,293	1,600	n/a	N/a	6,500	6,500	Green	
LO 2 - Helping the community reduce its 'environmental footprint'.	LM 06 - Number of environmental learning activity participations	7,334	1,000	2,494	Green	5,000	5,000	Green	
	LM 07 - Energy Efficiency- average SAP (2009) rating of the Council's housing stock	62	62	62	Green	62	62	Green	

Outcome	Measure	Actual / Out turn 2013/14	Target Quarter 1 2014/15	Actual Quarter 1 2014/15	Quarter Status	Annual Target 2014/15	Predicted Out turn 2014/15	Predicted Status	Comments/ Remedial Action
	LM 08 - Reduction in energy consumption from the Council's own operational centres	n/a	6.25 MW (1.9 tonnes CO2e)	n/a	N/a	25 MW (7.7 tonnes CO2e)	n/a	N/a	Waiting for data from Active Nation

Outcome	Measure	Actual / Outturn 2013/14	Target Quarter 1 2014/15	Actual Quarter 1 2014/15	Quarter Status	Annual Target 2014/15	Predicted Out turn 2014/15	Predicted Status	Comments/ Remedial Action
SO 1 - Delivering a range of housing services that address community requirements.	SM 01 - Number of homes vacant for more than 6 months	344	n/a	317	Green	344	317	Green	
	SM 02 - Gross number of affordable homes delivered (Proxy Measure)	11	n/a	0	Proxy	40	n/a	Proxy	
	SM 03 - Average time (in working days) taken to re-let Council homes	27.3	21	22.7	Red	21	21	Green	Performance is improving in comparison to last year. A new Allocations Officer is now in post and changes have been made to the gas meter process to make this more efficient.
	SM 04 - Proportion of repairs carried out 'first time' by the Council's Direct Labour Organisation	99.30%	95.00%	99.9%	Green	95.00%	95.0%	Green	
	SM 05 - Number of homeless presentations (Proxy measure)	185	n/a	16	Proxy	n/a	n/a	Proxy	
	SM 06 Average length of stay (in weeks) of households which are unintentionally homeless and in priority need in Bed & Breakfast accommodation (Proxy measure)	3.3	3	2.1	Proxy	3	3	Proxy	

Outcome	Measure	Actual / Outturn 2013/14	Target Quarter 1 2014/15	Actual Quarter 1 2014/15	Quarter Status	Annual Target 2014/15	Predicted Out turn 2014/15	Predicted Status	Comments/ Remedial Action
	SM 07 - Number of new completed applications to join the Housing Register. (Proxy Measure)	768	n/a	139	Proxy	n/a	n/a	Proxy	
	SM 08 - Number of households on the housing register (Proxy measure)	1980	n/a	1883	Proxy	n/a	n/a	Proxy	
SO 2 - 'Safer' Communities	SM 09 - Effectiveness of local authority actions to reduce incidents of fly tipping	Effective (Grade 2)	Effective (Grade 2)	Effective (Grade 2)	Green	Effective (Grade 2)	Effective (Grade 2)	Green	
	SM 10 - Reduction in the number of Anti Social Behaviour (ASB) calls to service	2845	710	n/a	N/a	2840	n/a	N/a	Awaiting June Figures from DCC Analyst
	SM 11 - Reduction in the number of acquisitive crime incidents per 1,000 population	5.61	1.4	n/a	N/a	5.6	n/a	N/a	Awaiting June Figures from DCC Analyst
	SM 12 - Reduce the proportion of people who feel unsafe when outside in their neighbourhood at night time	n/a	n/a	n/a	N/a	10.60%	n/a	N/a	

Outcome	Measure	Actual / Outturn 2013/14	Target Quarter 1 2014/15	Actual Quarter 1 2014/15	Quarter Status	Annual Target 2014/15	Predicted Out turn 2014/15	Predicted Status	Comments/ Remedial Action
	SM 13 - Reduce the proportion of people who feel unsafe when they are alone in their home at night time	n/a	n/a	n/a	N/a	10.60%	n/a	N/a	
	SM 14 - Increase the proportion of premises that meet the Food Rating Scheme of 5 Stars	75.70%	>70%	76%	Green	>70%	76%	Green	
	SM 15 - Reduce the proportion of premises that meet the Food Rating Scheme of 0 to 2 Stars	4.50%	<5%	4.9%	Green	<5%	4.9%	Green	
	SM 16 - Improved street and environmental cleanliness in terms of litter, detritus, dog fouling and weeds to above grade C as defined in the Codes of Practice for Litter and Refuse	94%	n/a	94%	Green	94%	94%	Green	
	SM17 –% of environmental disputes improved based on customer feedback	NEW	>75%	72%	Red	>75%	72%	Red	All negative customer feedback is reviewed and informs adjustments to the regulatory process.

REPORT TO:	HOUSING AND COMMUNITY SERVICES COMMITTEE	AGENDA ITEM: 11
DATE OF MEETING:	28TH AUGUST 2014	CATEGORY: DELEGATED
REPORT FROM:	Director of Community & Planning Services / Director of Housing & Environmental Services	OPEN
MEMBERS' CONTACT POINT:	Stuart Batchelor (Ext. 5820) Bob Ledger (Ext. 5775)	DOC:
SUBJECT:	WORK PROGRAMME	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: G

1.0 Recommendations

1.1 That the Committee considers and approves the updated work programme.

2.0 Purpose of Report

2.1 The Committee is asked to consider the updated work programme.

3.0 Detail

3.1 Attached at Annexe 'A' is an updated work programme document. The Committee is asked to consider and review the content of this document.

4.0 Financial Implications

4.1 None arising directly from this report.

5.0 Background Papers

5.1 Work Programme.

**Housing and Community Services Committee – 28th August, 2014
Work Programme 2014/15**

Work Programme Area	Date of Committee meetings	Anticipated completion date	Submitted to Council target date	Contact Officer (Contact details)
Chatsworth Rd garage rents	28 th August 2014			Gary Clarkson Improvements Manager (01283 595897)
Quarterly performance	28 th August 2014 November 2014 March 2015			
Private Sector Leasing scheme	28 th August 2014			Martin Guest Performance and Policy Manager (01283 595940)
Credit referencing for tenants	28 th August 2014			Martin Guest Performance and Policy Manager (01283 595940)
Rosliston Forestry Centre Vision and Strategy	28 th August 2014			Malcolm Roseburgh Cultural Services Manager (01283 595774)
Active Nation Year 3 Report and Future Plans	28 th August 2014			Malcolm Roseburgh Cultural Services Manager (01283 595774)

Work Programme Area	Date of Committee meetings	Anticipated completion date	Submitted to Council target date	Contact Officer (Contact details)
Council Stock – Investment Programme progress	28 th August 2014 5 th February 2015			Gary Clarkson Improvements Manager (01283 595897)
Affordable Warmth Strategy	9 th October 2014			Beverly Wagstaffe Housing Strategy Manager (01283 595775)
Careline Consortium - Business Case	9 th October 2014			Bob Ledger Director of Housing and Environmental Services (01283 595775)
Housing Revenue Account Business Plan Review - report	9 th October 2014			Bob Ledger Director of Housing and Environmental Services (01283 595775)
Housing Revenue Account budget setting	5 th February 2015			Kevin Stackhouse Director of Finance and Corporate Services (01283 595811)