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Tameside Metropolitan Borough

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EXECUTIVE CABINET

Day: Wednesday
Date: 25 November 2026
Time: 1.00 pm
Place: Committee Room 2 - Tameside One

Item No.	AGENDA	Page No.
1.	**APOLOGIES FOR ABSENCE** To receive any apologies for the meeting from Members of the Executive Cabinet.	
2.	**DECLARATIONS OF INTEREST** To receive any declarations of interest from Members of Executive Cabinet.	
3.	**MINUTES** To approve the minutes of the Executive Cabinet meeting on the 28 October 2026 as a correct record.	1 - 10
4.	**CHILDREN'S SERVICES SCRUTINY PANEL CONSIDERATION OF CHILD SEXUAL EXPLOITATION AND COMPLEX SAFEGUARDING IN TAMESIDE** To consider a report of the Executive Member for Children and Families / Chair of the Childrens Services Scrutiny Panel / Strategic Director of Childrens (Deputy Chief Executive).	11 - 52
5.	**MEDIUM TERM FINANCIAL STRATEGY UPDATE** To consider a report of the Executive Member for Finance and Resources / Strategic Director for Finance.	53 - 68
6.	**HOUSEHOLD ENERGY PAYMENT** To consider a report of the Executive Member for Finance and Resources / Assistant Director for Revenues and Benefits	69 - 76
7.	**CORPORATE PERFORMANCE REPORT Q2 2026/27** To consider a report of the Executive Member for Finance and Resources / Assistant Director for Policy, Strategy and Change.	77 - 102

From: Democratic Services – any further information may be obtained from the reporting officer or from Louis Garrick, Democratic Services Business Manager, to whom any apologies for absence should be notified.

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8. PRIDE IN PLACE IMPACT FUND UPDATE 103 - 116

To consider a report of the Executive Member for Finance and Resources / Assistant Director for Policy, Strategic and Change.

9. TAMESIDE SCHOOL PLACE PLANNING 117 - 138

To consider a report of the Executive Member for Lifelong Learning and Culture / Assistant Director of Education and Inclusion.

10. GREATER MANCHESTER COMBINED AUTHORITY / HOMES ENGLAND REVENUE FUNDING 2026/27 139 - 258

Consideration was given to a report of the Deputy Leader (Growth, Housing and Homelessness) / Strategic Growth Director.

11. POLICY ON CIVIL (FINANCIAL) PENALTIES AS AN ALTERNATIVE TO PROSECUTION FOR HOUSING OFFENCES 259 - 298

To consider a report of the Executive Member for Environmental Services / Assistant Director for Environment.

12. HOUSING STANDARDS ENFORCEMENT POLICY 299 - 324

To consider a report of the Executive Member for Environmental Services and Neighbourhoods / Assistant Director of Environment / Strategic Director of Housing, Environment and Estates.

13. HIGHWAYS ASSET MANAGEMENT PLAN (HAMP) FRAMEWORK – CONTRACT AWARD 325 - 338

To consider a report of the Executive Member for Environmental Services and Neighbourhoods / Director of Public Health.

14. LEISURE AND WELLBEING REVIEW - PROGRESS UPDATE AND TENDER PREPARATION. (PART A REPORT) 339 - 352

To consider a report of the First Deputy (Population Health and Wellbeing) / Director of Public Health.

15. EXCLUSION OF THE PRESS AND PUBLIC

The Cabinet may decide that the press and public be excluded from following item pursuant to Section 100 (A)4 of the Local Government Act 1972 on the grounds that discussions may involve the likely disclosure of exempt information a defined in the provisions of Part 1 of Schedule 12A to the Local Government Act 1972 and public interest would not be served in publishing the information.

From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Louis Garrick, Democratic Services Business Manager, to whom any apologies for absence should be notified.

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16. LEISURE AND WELLBEING REVIEW - PROGRESS UPDATE AND TENDER PREPARATION. (PART B REPORT - RESTRICTED INFORMATION) 353 - 364

To consider a report of the First Deputy (Population Health and Wellbeing) / Director of Public Health.

17. URGENT ITEMS

To consider any additional items the Chair is of the opinion shall be dealt with as a matter of urgency.

From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Louis Garrick, Democratic Services Business Manager, to whom any apologies for absence should be notified.

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EXECUTIVE CABINET

28 October 2026

Commenced: 13:00 **Terminated: 13:50**

Present:	Councillors Mclaren (Chair) Boyle, Homer, M Smith, T Smith and Roderick.	
In Attendance:	Emma Alexander	Chief Executive
	Janet Witkowski	Director of Legal and Democratic Services
	Zoe Evans	Strategic Director of Finance (S151)
	Jill Colbert	Strategic Director of Childrens (DCS)
	Julian Jackson	Strategic Director of Housing, Environment and Estates
	James Mallion	Director of Public Health
	Nicola Elsworth	Strategic Growth Director
	Amy Foots	Assistant Director of Policy, Strategy and Change
	Ben Middleton	Assistant Director of Strategic Property
Apologies for Absence:	Councillor Feeley, Kitchen, Lane and Wills	

53 DECLARATIONS OF INTEREST

There were no declarations of interest.

54 MINUTES

RESOLVED
That the minutes of the Executive Cabinet meeting on the 30 September 2026 be approved as a correct record.

55 SCRUTINY REVIEW REPORTS 2025/26

Consideration was given to a report of the Chair of the Scrutiny Co-ordination and Strategic Improvement Scrutiny Panel. During the 2025/26 municipal year, scrutiny reviews were undertaken on behalf of the Children's Services Scrutiny Panel and the Health and Adult Social Care Scrutiny Panel. Following consideration by the Scrutiny Co-ordination and Strategic Improvement Scrutiny Panel, Executive Cabinet was identified as the most appropriate recipient for the recommendations arising from both reviews. This report presented the completed scrutiny review reports and sought agreement that a formal executive response be prepared.

RESOLVED

(i) That the findings and recommendations contained within Appendix 1, Voice of the Child in SEND and Social Care Plans be Noted.

(ii) That the findings and recommendations contained within Appendix 2, Tameside Council's Role in Preventing Cardiovascular Disease (Healthy Eating and Physical Activity) be Noted.

(iii) To request that the relevant Executive Member(s), in consultation with the relevant Director(s), prepare a formal Executive response to the recommendations arising from both scrutiny reviews.

(iv) To request that the resulting Executive response be presented to a future meeting of Executive Cabinet for consideration and approval prior to being reported to the relevant parent Scrutiny Panel.

56 MONTH 6 2026/27 REVENUE MONITORING REPORT

Consideration was given to a report of the Executive Member for Finance and Resources / Strategic Director of Finance (s151). This report provided Executive Cabinet with the forecast position of the revenue budget for 2026/27 at Month 6.

The report set out that the month 6 forecast for 2026/27 was a net overspend of £12.641m on the revenue budget. This was an improvement on the position reported at Month 3 when the forecast overspend was £15.054m. This in-year overspend was driven by rising demand, inflationary costs and specific service pressures together with a number of in year planned savings that havd not yet been realised. The forecast was predominantly driven by demand and complexity in Adults Social Care Services, SEND related pressures in Children's Services, significant demand pressures in Homelessness, and delays to the delivery of savings or additional income in Adults, Housing Environment and Estates, and Finance.

The Executive Member for Finance and Resources reported that the underlying pressure being reported at Period 6 this year was lower than the equivalent position reported at the same stage in each of the previous three years. The Council reported underlying pressures of £13.9 million in 2023/24, £16.8 million in 2024/25 and £17 million in 2025/26, compared with £12.6 million this year. Since the Period 3 report, officers and services across the organisation had been implementing the actions agreed through our financial recovery programme. The evidence in this report suggested those actions were beginning to take effect and are helping to reduce the scale of the challenge the Council faced.

However, it was highlighted by the Executive Member that a £12.6 million pressure remained a serious issue. Continued delivery of recovery actions, tight financial control, rigorous challenge of spending, and a relentless focus on demand management would be essential if the Council was to further improve the position by year end. It was further stated that the report showed early signs that the actions taken since Period 3 are having an effect, the underlying pressure was lower than at the same stage in recent years, and for the first time in four years the Month 6 position reflected an improvement rather than a deterioration from the previous reporting period.

RESOLVED

(i) That the forecast General Fund revenue budget overspend of £12.641m be Noted.

(ii) That the forecast position relating to the delivery of 2026/27 budget savings, as detailed in Appendix 3 be Noted.

(iii) That the current investment and borrowing position as detailed in Appendix 4 be Noted.
(iv) That the forecast in-year deficit on the DSG of £26.987m, as detailed in Appendix 5 be Noted.
(v) That the acceptance of grant funding in Appendix 6 be Approved
(vi) That the transfers from Contingency, totalling £0.436m, as detailed in section 9 be Approved.

57 MONTH 6 2026/27 CAPITAL MONITORING REPORT

Consideration was given to a report of the Executive Member for Finance and Resources / Strategic Director of Finance (s151). The report provided Executive Cabinet with a forecast position of the capital budget for 2026/27 at Month 6.

The report set out that at month 6, expenditure of £18.930m had been incurred against projected total expenditure for 2026/27 of £68.910m. The Council's capital programme for 2026/27 to 2030/31 contains £275.156m of schemes, £179.371m were fully approved and £95.785m were earmarked. The five-year programme to 2030/31 was summarised in the report.

An amendment to the report was tabled as Appendix 4. The appendix detailed an amended 'Table 5 Capital Receipts' and provided an update on the Capital Reserves and Receipts:

	£m
Capital receipts brought forward at 1 April 2026	***3.502***
Receipts generated in year to date	*0.228*
Forecast receipts receivable in 2026/27	*3.991*
Receipts required to fund capital programme 2026/27	*(3.715)*
Forecast capital receipts remaining at 31 March 2027	***4.006***
Forecast receipts receivable in 2027/28	*5.791*
Receipts required to fund capital programme 2027/28	*(3.588)*
Forecast capital receipts remaining at 31 March 2028	***6.209***
Forecast receipts receivable in 2028/29	*-*
Receipts required to fund capital programme 2028/29 and beyond	*(0.870)*
Forecast capital receipts remaining at 31 March 2029	***5.339***

Approved schemes already in the capital programme for current and future years (excluding earmarked schemes not yet fully approved) were reliant on £8.173m of capital receipts and therefore securing capital receipts would be vital to ensure the programme can be funded. Careful monitoring of progress in realising capital receipts must continue to be undertaken to ensure that there is timely and proactive disposal of assets and that actual receipts are in line with projections.

The latest disposal programme forecasts £3.991m of receipts in 2026/27. Disposals had been RAG rated to identify the level of risk associated with the realisation of the capital receipt.

Failure to deliver these receipts would have an adverse effect on the delivery of the capital programme, meaning either schemes would have to be delayed or alternative financing, such

as borrowing, will have to be sought. Borrowing incurs both interest and Minimum Revenue Provision (MRP) charges, which are additional revenue costs to the Council. Although there are currently schemes on the programme to be funded by borrowing (see table 3), it is anticipated that any new external borrowing will be minimised where feasible during the current financial year.

The Executive Member for Finance and Resources reported that for 2026/27, the approved capital budget is £79.4 million. At Period 6, expenditure of £18.9 million had been incurred, with a forecast year-end outturn of £68.9 million. The report proposed the reprofiling of £10 million into future years to reflect updated delivery schedules across several schemes. It was stated that it was important to stress that reprofiling was a normal feature of major capital programmes. It reflected the practical realities of delivering complex projects and ensures expenditure is aligned with realistic delivery timetables rather than being incurred prematurely.

The Executive Member also stated that looking at previous years, the Council was forecasting capital expenditure of around £49.0 million at Period 6 in 2024/25, compared with a current forecast of £68.9 million, illustrating the increased scale of investment now being delivered across the borough. The capital programme had also grown significantly in recent years as regeneration projects, housing schemes and infrastructure investments have moved into delivery phases. The programme continued to support major regeneration activity across the borough, including Ashton, Stalybridge and Denton, alongside continued investment in housing, highways, schools, digital infrastructure and services that improve outcomes for residents. The report demonstrates that, despite a challenging financial environment, the Council continued to invest significantly in the future of Tameside. Alongside the work to improve our revenue position, we are continuing to deliver the regeneration, infrastructure and service improvements that residents expect to see in their communities.

RESOLVED

(i) That the reprofiling of £9.965m of capital budget from 2026/27 into 2027/28, as detailed in Appendix 1 be Approved.

(ii) That other capital changes as summarised in Appendix 2 be Approved

58 ADULT SOCIAL CARE COMMISSIONING STRATEGY AND MARKET POSITION STATEMENT (MPS) 2026 - 2029 & ASSOCIATED PROVIDER QUALITY IMPROVEMENT STRATEGY 2026-2029

Consideration was given to a report of the Executive Member for Adult Social Care and Inclusivity / Strategic Director of Adult Social Care and Health. The report sought approval for the adoption and publication of the ADC commissioning Strategy and Market Position Statement MPS 2026/2029. The report also sought approval for the proposed annual review process for the MPS and the adoption and publication of the ASC provider Quality Assurance Strategy 2026/29.

A Market Position Statement summarised current and future supply and demand as well as signalling business opportunities in the area. This MPS looks specifically at adult social care provision in the borough of Tameside. The document reflected the continued dialogue between the Council, people who use services, carers, providers and others about the vision for the future of local social care markets in Tameside. The strategy was aimed for Providers, VCFSE organisations, Registered Housing Providers and People who draw on care and support their carers. This MPS provided an overview of the provision of Adult Social Care

and support in Tameside. The document and the data in it are presented in such a way as to encourage providers to analyse, interpret and innovate by way of contributing to the realisation of Tameside's vision for the future.

In regards to the Quality Assurance Strategy, It was explained that over recent years there had been a reduction in the numbers of providers who are rated 'Good' or 'Outstanding' by Care Quality Commission (CQC) in Tameside. This strategy sets out how we monitor, assess, and respond to the quality of services provided to people. It sought to ensure that all services meet required standards and that any concerns are addressed promptly to safeguard people's wellbeing.

RESOLVED

(i) The adoption and publication of the ASC Commissioning Strategy and Market Position Statement (MPS) 2026 – 2029 be approved.

(ii) That the proposed annual review process for the MPS, which will be subject to officer approval prior to publication be approved

(iii) That the adoption and publication of the ASC provider Quality Assurance Strategy 2026-2029 be approved.

59 GREATER MANCHESTER FOSTERING HUB

Consideration was given to a report of the Executive Member for Children and Families / Strategic Director of Childrens Services. The report set out Tameside's position in seeking agreement to contribute to, support and participate in an enhanced Greater Manchester Fostering Hub, which would manage the recruitment, assessment and approval of foster carers.

This report sought agreement to progress the transition from the current fostering recruitment hub to an end-to-end Greater Manchester fostering hub model. Building on the progress already made through the regional recruitment approach, the proposed model sought to create a more integrated and consistent pathway for prospective foster carers, extending beyond initial enquiry and recruitment activity into assessment, approval and ongoing support.

The current GM Fostering Hub was established to provide a regional recruitment response across Greater Manchester and was hosted by Rochdale Borough Council on behalf of the ten Greater Manchester local authorities under an existing Memorandum of Understanding. The current arrangement supported the regional recruitment model, focused on marketing, enquiry management, initial screening and early applicant engagement. This had provided the partnership with a shared platform, dedicated hub capacity and coordinated resource to strengthen the front end of the fostering pathway, while retaining local authority responsibility for assessment, approval and ongoing support.

The report set out that securing sufficient fostering households remains a significant challenge across Greater Manchester. By the end of 2024/25, the number of GM children in mainstream fostering placements was 7% lower than six years earlier, with a sharper 10% reduction in in-house mainstream placements. Over the same period, mainstream residential placements across all provider types increased by 41%. This increased reliance on residential care continued to create significant financial pressure across all GM Local Authority budgets. The latest published outturn figures for local authority revenue expenditure

suggested GM collectively spent at least £920m on children's social care across 2024/25, including over £530m purely on looked after children.

The Foster for GM Hub was already demonstrating measurable improvement at the front end of the recruitment pathway. Since launch, 99.8% of initial enquiries had been responded to within one working day, more than a quarter of initial enquiries had converted to an initial visit, and conversion from initial visit to application had increased by ten percentage points, reaching its highest level in three years. The first year review also found that 51% of initial visits converted to application, compared with 41% in the 12 months prior to May 2024, while initial enquiry to initial visit conversion improved by seven percentage points.

It was explained that subject to agreement by each LA, the next steps were to confirm local authority commitment to the proposed end-to-end Hub model, funding formula and contribution arrangements; finalise the legal partnership and hosting agreement with Rochdale Council as host authority; progress workforce engagement and the phased recruitment approach; and complete the operational implementation plan to support go-live from October 2026. This included visibility from each LA on the approach to political approval and the subsequent implementation timescales.

RESOLVED

(i) That the Department for Education case for change underpinning the direction towards a regionalised approach to fostering recruitment and approval be Noted.

(ii) That the national Ministerial directive to create an additional 10,000 placements including significant time bound, additional investment from the Department for Education be Noted.

(iii) That the entry into the Greater Manchester Collaboration Agreement for the regional fostering recruitment and retention programme, attached at Appendix 3, subject to any changes to be approved by the Strategic Director of Children's Services, in consultation with the Strategic Director of Finance (S151 Officer) and the Director of Legal and Democratic Services (Monitoring Officer) be Approved.

(iv) To request that the Strategic Director of Finance/S151 Officer and Strategic Director of Children's Services to provide an evaluation report to Cabinet in advance of any further funding or collaboration decisions

(v) That the funding formula and resource contributions for financial years 26/27 and 27/28, noting that the funding formula will be reviewed after two years with a view to longer term delivery and sustainability be Approved.

(vi) To Note and Agree the proposed HR recommendations on secondments and recruitment.

(vii) To receive an evaluation report relating to the performance of the hub at the end of year 1 and mid way of year 2

60 LIVE WELL JOURNEY TO EMPLOYMENT SUPPORT FUNDING

Consideration was given to a report of the Executive Member for Lifelong Learning and Culture / Strategic Director of Childrens Services and Deputy Chief Executive. The report requested approval to accept the allocation for Tameside Council to deliver the Live Well Journey to Employment Support.

GMCA Education, Work & Skills Directorate have advised that the funding currently provided for the delivery of employment and skills support for the financial year 2026/2027, which was consolidated into one grant to fit within Greater Manchester's Integrated Settlement model, would be extended for delivery across the financial years 2027/2028 and 2028/2029. This had been renamed Live Well Journey to Employment Support to align with the wider Live Well intention within the Greater Manchester strategy of delivering people centred services including employment support.

The amount indicated as allocated to Tameside MBC is £4.908m for the full delivery period, ending on 31 March 2029. This funding allocation was intended for local delivery and also for our contribution to any pan-GM employment support commissioned with our agreement. The allocation was agreed in the GMCA meeting on 30th September 2026. GMCA have indicated that they intend to issue letters of comfort for funding allocations in October 2026 to provide assurance to existing staff on fixed term contracts.

RESOLVED

(i) That approval be given to the acceptance of the Live Well Journey to Employment Support grant funding of £4.908m for the three year period to March 2029 as set out in the report.

(ii) That Delegated authority to the Director of Children's Service and Strategic Director of Finance, in consultation with the Director of Legal and Democratic Services, to undertake the required due diligence and enter into the grant funding agreement with GMCA.

61 GM JOINT MINERALS AND WASTE PLAN - DELEGATION OF AUTHORITY

Consideration was given to a report of the Deputy Leader (Growth, Housing and Homelessness) / Strategic Growth Director. The report sought approval for the stage/activity and delegations as set out in Appendix 1 including delegation to the Strategic Growth Director to take any executive decision necessary for the Authority to progress the plan making stages including those in Appendix 1.

The report set out the background to this decision and development of GMJMWP.

The proposed delegations reflected the distinction between plan preparation activities and statutory plan approval stages. Consultation and evidence gathering activities were proposed to be undertaken through the AGMA Executive Board to ensure consistency across Greater Manchester, whereas key statutory decisions relating to submission and adoption remain matters for individual authorities.

It was explained that Government had recently published new legislation for plan making - The Town and Country Planning (Local Planning) (England) Regulations 2026. The GMJMWP would need to be produced under these new regulations. The intention of the new plan making system was to speed up plan making, with the new process expected to take 30 months from start to finish. This was much faster than the average time taken to prepare a plan under the existing system and establishing appropriate governance arrangements is vital to meeting these challenging timescales.

The report set out that when the 10 authorities gave approval in summer 2025 to delegate the formulation and preparation of the GMJMWP to the AGMA Executive Board, it was envisaged that these would be sufficient, with each Council giving approval for publication, submission and adoption of the plan. However, in light of the changes to the steps in plan making and the emphasis on speed, delegations secured in 2025, for producing the Joint Minerals and Waste Plan had been reviewed and need to be amended. This would ensure the plan can be progressed in a timely fashion, while retaining appropriate oversight at key stages in the new plan making process. The table, provided at Appendix 1 of this report, set out the various tasks/stages in the plan making process and proposed the appropriate/necessary delegation, for each stage. Additionally, Appendix 1 identified two decisions that were required during the early stages of the plan making process.

RESOLVED

(i) To approve the stage/activity set out in the table at Appendix 1

(ii) To approve the delegations to AGMA Executive Board set out in the table at Appendix 1 and;

(iii) To give delegated authority, to the extent not already captured by existing delegations or delegated to AGMA Executive Board, to The Strategic Growth Director to take any executive decisions necessary for the Authority to progress through the plan making stages including those identified in the table at Appendix 1

62 ADOPTION OF GAMBLING STATEMENT OF PRINCIPLES 2026 - 2029

Consideration was given to a report of the Executive Member for Environmental Services and Neighbourhoods / Assistant Director for Environment. The report sought approval from Council to adopt the revised Gambling Statement of Principles, following statutory consultation carried out under the Gambling Act 2005.

The report set out that the Statement reflected collaboration across Greater Manchester with a joint Statement of Gambling Principles approved at local level. The aim of this was to provide a more consistent policy position across Greater Manchester; we have a shared aim to prevent and reduce the negative impacts of gambling on individuals, families and communities. A copy of the proposed Gambling Statement of Principles was attached at Appendix 1.

It was reported that a consultation exercise was carried out in accordance with the Act and Statutory Guidance. The consultation took place between 18 February and 31 March 2026. The draft statement was provided to all statutory consultees including Greater Manchester Police, Licence holders, trade groups and public health. Two responses were received. A table evaluating the consultation responses was attached to the report at Appendix 2. An Equality Impact Assessment (EIA) had been completed showing there is no adverse impact on the community. The EIA form was also attached at Appendix 3

RESOLVED

That Full Council be recommended to adopt the Gambling Statement of Principles 2026-2029.

63 PROPOSED DEVELOPMENT AT LOCK KEEPERS SITE, DROYLSDEN

Consideration was given to a report of the Executive Member for Finance and Resources / Strategic Director of Housing Environment and Estates. The report provided an update to Cabinet on progress and provided recommendations in respect of the Capital Receipt following the developer identifying additional construction costs due to abnormal ground conditions following the developer carrying out a number of detailed intrusive surveys to both sites. This report also recommended the acquisition of two adjacent parcels of land to facilitate delivery of an improved scheme, increasing the number of proposed dwellings developed on the site.

Following Cabinet approval, September 2025, external solicitors were instructed to agree a sale contract for disposal and development of the site with the preferred solicitor. TrueNorth Partnership had entered into a funding agreement with Legal & General Affordable Homes and commissioned a team of consultants to refine the detailed design, engage with the Council's Planning Department in advance of a formal planning application, and undertake a full detailed site investigation. This included a full Member and public consultation culminating in a 'drop-in' public consultation event in Droylsden Library on Wednesday, 29 April 2026.

Since the September 2025 Executive Cabinet approval, matters had moved forward significantly as the scheme design has evolved in consultation with the Council's planning colleagues. Full intrusive site investigations have now completed. The developer lodged their planning application on 15th May 2026.

The report explained that the Council had appointed specialist consultants to undertake feasibility work which includes a review of land ownership, details were set out in section 2 of the report, some of which is Council owned but the majority is in private sector ownership. The acquisition of the subject strip of land at the southern gateway of the Hollinwood Branch canal entrance was a key requirement in the delivery of this transformational proposal outlined in the town centre Masterplan.

It was stated that TrueNorth Partnerships had negotiated the acquisition terms for two parcels of land. It has been agreed that, subject to Cabinet approval, the Council would effectively sub-purchase the land. The "blue edged" land to be incorporated into the development. The "green edged" land to be retained by the Council to fulfil the objectives as set out in the report.

RESOLVED

(i) That the proposed revised capital receipt for the sale of the two sites to the preferred developer (as detailed in section 5 of Appendix 5) be Approved.

(ii) That the acquisition of two additional areas of land identified in Appendix 1 on the terms detailed in Appendix 5 be Approved.

64 EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED

That under Section 100 (A) of the Local Government Act 1972 the press and public be excluded for the following item on the grounds that the report contains exempt information relating to paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended) in that it relates to information relating to the financial or

business affairs of any particular person (including the authority holding that information).

On balance, under paragraph 10 of Part 2 of the Schedule 12A, it would not be in the public interest to disclose this information to the public because disclosure would, or would be likely to, prejudice the commercial interests of the Council and/or its agents which, in turn, could impact upon the interests of the local taxpayer.

65 VARIATION OF AGREEMENT FORMER HYDE LIBRARY, HYDE

Consideration was given to a report of the Executive Member for Finance and Resources / Assistant Director for Strategic Property. The report set out that the Council approved the sale of the former Hyde library to Forts Developments via a Special Purpose Vehicle company, HYDE COURT LTD on 31 July 2024. Following completion of the sale, this report provided an update on the progress of the development of this important site.

RESOLVED
That Approval be given to vary the agreement on the terms stated.

66 URGENT ITEMS

There were no urgent items.

Report to:	**EXECUTIVE CABINET**
Date:	25 November 2026
Executive Member:	Councillor Teresa Smith, Executive Member (Children and Families)
Scrutiny Chair:	Councillor Jacqueline Owen, Chair of the Children's Services Scrutiny Panel
Reporting Officer:	Jill Colbert OBE, Strategic Director of Children's (Deputy Chief Executive)
Subject:	**CHILDREN'S SERVICES SCRUTINY PANEL CONSIDERATION OF CHILD SEXUAL EXPLOITATION AND COMPLEX SAFEGUARDING IN TAMESIDE**

Report Summary:

At its meeting on 4 November 2026, the Children's Services Scrutiny Panel considered a report and supporting presentation regarding Child Sexual Exploitation and Complex Safeguarding in Tameside.

The report had been scheduled as part of the Panel's work programme and additionally responded to the motion agreed by Full Council on 6 October 2026 concerning child sexual exploitation, grooming gangs and the national inquiry process.

The Panel received evidence relating to the historical development of Tameside's response to Child Sexual Exploitation and Complex Safeguarding, findings from reviews, inspections and peer reviews, current safeguarding arrangements, activity, intelligence and emerging risks, responses to children reported missing from home or care, and learning arising from Operation Beaconport and the National Inquiry into Group Based Child Sexual Exploitation.

Following consideration of the evidence presented and assurances provided by officers and representatives of Greater Manchester Police, the Panel endorsed the recommendations contained within the report and resolved that they be referred to Executive Cabinet for further consideration. The Panel also recommended that an all Member development session on safeguarding practice and activity should be arranged and requested that it be formally recorded that the consideration

	of the matter had provided an opportunity for cross-party discussion of the issues arising from the Full Council motion.
Recommendations:	Executive Cabinet is recommended to: 1. Note the outcome of the Children's Services Scrutiny Panel's consideration of the Child Sexual Exploitation and Complex Safeguarding in Tameside report. 2. Consider the findings, assurances and recommendations arising from the Panel's consideration of the matter. 3. Determine whether any further action is required in response to the matters referred by the Children's Services Scrutiny Panel and the motion agreed by Full Council on 6 October 2026. 4. Note the Panel's request that an all Member development session relating to safeguarding practice and activity be arranged.
Alternative Options:	No alternative options are proposed. The purpose of this report is to present the outcome of the Children's Services Scrutiny Panel's consideration of the matter and the recommendations subsequently referred to Executive Cabinet.
Corporate Plan:	The matters considered within this report support the Council's commitment to safeguarding children and young people and protecting vulnerable residents. The report relates to arrangements intended to identify, prevent and respond to Child Sexual Exploitation and wider forms of exploitation and reflects the Council's commitment to partnership working, continuous improvement and improving outcomes for children and young people.
Policy Implications:	There are no direct policy implications arising from receipt of this report.
Financial Implications: (Authorised by the Section 151 Officer)	There are no direct financial implications arising from receipt of this report. Should Executive Cabinet determine that further action is required in relation to the motion agreed by Full Council on 6 October 2026, any financial implications associated with that course of action would be considered as part of the relevant decision-making process.

Legal Implications: (Authorised by the Director of Legal & Democratic Services (Monitoring Officer)	The Council has statutory responsibilities to safeguard and promote the welfare of children and young people under the Children Act 1989, Children Act 2004 and associated safeguarding legislation and guidance. There are no direct legal implications arising from receipt of this report. Should Executive Cabinet determine that further action is required in relation to the motion agreed by Full Council on 6 October 2026, any legal implications associated with that course of action would be considered as part of the relevant decision-making process.
Risk Management:	Child Sexual Exploitation and wider forms of exploitation present safeguarding risks to children and young people. The report provides Executive Cabinet with the outcome of the Children's Services Scrutiny Panel's consideration of arrangements relating to Child Sexual Exploitation and Complex Safeguarding in Tameside, including the recommendations referred by the Panel. Continued oversight, partnership working, organisational learning and scrutiny form important elements of the multi-agency safeguarding arrangements in place to identify, manage and reduce exploitation related risks and improve outcomes for children and young people.
Access to Information:	Not confidential.
Background Information:	The background papers relating to this report can be inspected by contacting Rozanne Stevens, Service Lead for Complex Safeguarding, or Georgia Latham, Scrutiny Manager: Telephone: 0161 342 3847 / 0161 342 5664 e-mail: Rozanne.Stevens@tameside.gov.uk / Georgia.Latham@tameside.gov.uk

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CHILDREN'S SERVICES SCRUTINY PANEL CONSIDERATION OF CHILD SEXUAL EXPLOITATION AND COMPLEX SAFEGUARDING IN TAMESIDE REPORT

The Children's Services Scrutiny Panel considered the report on Child Sexual Exploitation (CSE) and Complex Safeguarding in Tameside on 4 November 2026. The report had been scheduled as part of the Panel's work programme and additionally responded to the motion agreed by Full Council on 6 October 2026 concerning child sexual exploitation, grooming gangs and the national inquiry process. The motion requested that, subject to the outcome of the independent scrutiny review, scheduled for the 4th of November, following Cllr Chadwick's December motion which was supported by all members. The Chief Executive, in consultation with the Monitoring Officer and Director of Children's Services, may consider formally registering Tameside's interest and submit an evidence-led case for Tameside to be considered for selection as a Local Area Investigation within the Statutory Independent Inquiry into Grooming Gangs, addressing the Inquiry's published selection criteria.

The Panel welcomed Councillor Teresa Smith (Executive Member (Children and Families)), Jill Colbert OBE (Strategic Director of Children's Services (Deputy Chief Executive)), Victoria Sattler (Assistant Director of Children's Social Care), Rozanne Stevens (Service Lead for Complex Safeguarding), Zeashan Nasim (Chief Superintendent Greater Manchester Police) and Richard Arthern (Detective Superintendent Vulnerability Greater Manchester Police) to receive a report (copies of which had been circulated) and supporting presentation providing an overview of the development of Tameside's response to CSE and Complex Safeguarding between 2010 and 2026, key findings from local reviews, inspections, peer reviews, and safeguarding activity, the current arrangements in place to safeguard children and young people at risk of exploitation, and response to children reported missing from home or care.

The Executive Member for Children and Families introduced the item, highlighting that:

- Child Sexual Exploitation was a serious form of abuse and the safety and wellbeing of children and young people remained the Council's primary concern.
- The report provided a comprehensive and honest overview of both historical and current arrangements relating to Child Sexual Exploitation and Complex Safeguarding.

- The report acknowledged that some children had experienced significant harm and recognised that aspects of historical safeguarding practice would not meet current expectations and standards.
- Safeguarding practice had developed significantly over time, supported by improvements to governance arrangements, partnership working and specialist safeguarding provision.
- Whilst considerable progress had been made, Child Sexual Exploitation remained a hidden crime, and it could not be assumed that all victims had disclosed abuse or that all harm had been identified.
- Safeguarding partners could not become complacent and must continue to remain vigilant to emerging risks and opportunities to further strengthen practice.
- The Executive Member placed on record her thanks to officers and partners who had contributed to the development of the report and the wider safeguarding improvement.

The Service Lead for Complex Safeguarding and Assistant Director of Children's Social Care presented the report and accompanying presentation, highlighting that:

- Child Sexual Exploitation had only been formally recognised as a distinct safeguarding concern nationally in 2009 and Tameside's response had developed alongside growing national awareness of exploitation.
- In 2010, Greater Manchester Police had identified the need for a coordinated response to Child Sexual Exploitation and a subsequent review commissioned by the Tameside Safeguarding Children Board in 2012 had recommended the creation of a specialist multi-agency team
- Project Phoenix had subsequently been established across Greater Manchester, providing greater consistency of practice, improved intelligence sharing and a stronger focus on prevention, protection and prosecution activity.
- Reviews undertaken in 2016, 2017 and 2023, together with Greater Manchester peer reviews, had consistently highlighted that children reported missing from home or care remained amongst the groups most vulnerable to exploitation, that children in care were at heightened risk, that technology and social media increasingly facilitated exploitation, and that exploitation was often linked to wider vulnerabilities.
- Reviews had also consistently identified the importance of strong multi-agency arrangements, effective governance and intelligence sharing.

- The service had undertaken a significant improvement journey between 2016 and 2026, moving from a position where reviews had identified the need for stronger governance, workforce stability and information sharing arrangements to one where governance and oversight arrangements had been strengthened, strategic arrangements refreshed and a more stable multidisciplinary team established.
- Upon the Assistant Director joining the Council in 2025, the Complex Safeguarding Team had been relatively small and predominantly focused on children meeting the threshold for specialist intervention. Since that time, work had focused on ensuring that a broader cohort of vulnerable children could benefit from specialist support, advice and preventative intervention.
- The co-located Multi-Agency Complex Safeguarding Team consisted of Children's Services staff, police officers, health professionals and specialist practitioners and provided a coordinated response centred upon child-centred, strengths-based and trauma-informed practice.
- Co-location enabled timely information sharing, joint decision-making and coordinated interventions to reduce risk and improve outcomes for children and young people.
- Governance arrangements had been strengthened through the appointment of a dedicated Service Lead for Complex Safeguarding, refreshed strategic and operational groups, weekly multi-agency missing monitoring meetings, the re-establishment of the Missing Panel and the development of a refreshed Complex Safeguarding Strategy and Delivery Plan.
- Partners met daily to consider referrals, share intelligence and determine the most appropriate response for children and young people where concerns had been identified.
- Greater Manchester Complex Safeguarding Hub had commented positively on attendance and engagement from Tameside partners during partnership sessions and had noted the strong level of multi-agency participation.
- Strong multi-agency relationships remained critical to ensuring that children were appropriately safeguarded and received the right interventions at the right time.
- Current activity was focused upon continuous improvement in early identification, prevention, intelligence sharing, disruption activity and increasing safety for children and young people vulnerable to exploitation.
- Increased activity within the Complex Safeguarding Team reflected stronger identification of risk, improved referral pathways, greater workforce stability and increased capacity to deliver preventative intervention rather than an increase in known harm.

- Current intelligence indicated that exploitation remained a significant safeguarding concern, with most local concerns involving individual perpetrators rather than organised groups. Increasing online facilitation, cross border offending and links with wider vulnerabilities remained key areas of concern.
- Exploitation frequently overlapped with wider vulnerabilities including previous trauma, emotional wellbeing concerns, additional needs and missing episodes. There were also increasing links between Child Sexual Exploitation, Child Criminal Exploitation, modern slavery and trafficking.
- In relation to the National Inquiry into Group-Based Child Sexual Exploitation, officers advised that the Council's role was to respond to requests for information and confirmed that it was fully complying with those requests. Officers further advised that safeguarding arrangements would continue to be informed by learning arising from Operation Beaconport and the National Inquiry into Group-Based Child Sexual Exploitation.
- Current priorities for 2026/27 included strengthening responses to missing children, improving safeguarding arrangements for children presenting with intersecting vulnerabilities, enhancing intelligence and contextual safeguarding, developing transitional safeguarding pathways, increasing opportunities for prevention and early intervention, supporting workforce resilience and delivering the Complex Safeguarding Strategy and Delivery Plan.
- Significant progress had been made, and the overall trajectory remained positive. Increased capacity within the team meant that more children were receiving specialist multi-agency support whilst safeguarding partners remained committed to continuous improvement

The following comments were made/issues raised:-

- Members noted the increase in the number of children identified through safeguarding activity and questioned whether the increase should be viewed as a cause for concern.
- In response, it was explained that the increase reflected improved identification of vulnerability, stronger referral pathways, increased workforce capacity and earlier intervention. It was commented that the majority of children receiving support were vulnerable to harm rather than having experienced confirmed exploitation and that support was being provided at the earliest possible stage. It was further noted that much of the activity recorded through the Complex Safeguarding Team

was also reflected within wider safeguarding arrangements, including children in need, children in care and children subject to child protection plans.

- Further information was provided regarding arrangements operating across Greater Manchester and Members heard that the increase in activity locally reflected stronger oversight of missing children, improved governance and a preventative approach to safeguarding. It was noted that work was underway to strengthen understanding of demographics and forms of harm and that this information could be reported to the Panel in future. Representatives from Greater Manchester Police added that increased activity also reflected improved awareness and recognition of vulnerability indicators, enabling earlier identification and preventative intervention.
- Members noted that the report had been prepared prior to the motion agreed by Full Council and commented that it did not directly address the matters raised through that motion. Members nevertheless welcomed the work undertaken and the progress made in strengthening safeguarding arrangements, partnership working and the response to Child Sexual Exploitation.
- Members commented that public discussion of Child Sexual Exploitation often focused on grooming gangs and organised group based offending. However, it was noted that exploitation can occur in a range of contexts and often involved family members or individuals known to victims. Members sought clarification regarding whether the figures contained within the report represented the total number of perpetrators known to services and queried the extent of information available regarding perpetrator demographics and locations. Members further questioned whether information was available regarding where perpetrators resided and where offending had taken place and commented that elected Members should be appropriately informed about risks affecting their communities. Members also emphasised the importance of ensuring that victims are listened to and believed and that those affected by exploitation have opportunities to be heard and obtain justice.
- In response, it was explained that the report focused upon information relating to children supported through safeguarding arrangements and that perpetrator data was primarily held within police systems. Members heard that information relating to alleged perpetrators and historic investigations was subject to operational and safeguarding considerations and could not be shared where doing so may place children and families at greater risk. Representatives from Greater Manchester Police advised that where perpetrators reside within local communities, arrangements were in place to monitor and manage risk.

- Members referred to a previous enquiry regarding children in care and residential homes and questioned arrangements relating to privately operated children's homes within the borough. Members acknowledged that local communities are becoming increasingly aware of residential provision through the planning process and questioned how risks are identified, monitored and managed.
- In response, it was acknowledged that privately operated children's homes require ongoing safeguarding oversight. Members heard that preventative work is undertaken alongside providers, including activity linked to safeguarding concerns and wider regulatory arrangements. Further information was provided regarding strengthened commissioning arrangements, including visits, monitoring activity and quality assurance processes. It was noted that clear expectations were in place regarding safeguarding standards and children's wellbeing and that ongoing oversight of privately operated provision continued to be maintained.
- Members questioned what action would follow scrutiny's consideration of the matter and what Full Council's expectations were in relation to the motion agreed on 6 October 2026.
- Members sought further information regarding how referrals were received by the Complex Safeguarding Team and questioned whether particular agencies were more effective at identifying exploitation concerns than others. Members also sought clarification regarding the priority identified within the report around strengthening responses to children reported missing from home or care and questioned whether this reflected concerns regarding current arrangements.
- In response, it was explained that referrals originate through a range of routes including police intelligence, crime reports, emergency and non-emergency reporting routes, online reporting systems, third party reporting mechanisms, national organisations, partner agencies, education providers, health services and existing Children's Services involvement. Members heard that referrals were reviewed through daily multi-agency discussions and that intelligence gathered from a range of sources was brought together to inform safeguarding activity.
- Following a question regarding the role of the Multi-Agency Safeguarding Hub (MASH), it was advised that the MASH enabled agencies to share information, assess risk and determine the most appropriate safeguarding response for children and young people. It was also agreed that a glossary of acronyms would be circulated to Members who were new to the Panel.
- In response, it was advised that missing episodes can be influenced by a range of factors including seasonality and that safeguarding systems and processes were particularly focused on children who repeatedly go missing. Further information

was provided regarding local analysis undertaken in relation to missing children. Members heard that common themes included instability in education, family relationship difficulties, substance use and emotional wellbeing concerns, although there was no single explanation for missing episodes. Members were advised that the overall number of missing episodes had reduced significantly, although a smaller cohort of children continued to go missing more frequently. It was noted that current work was focused on understanding which interventions were most effective and how agencies can work together to strengthen prevention and support. It was further advised that missing episodes remain a significant indicator of vulnerability and that safeguarding partners were seeking to ensure that responses to missing children remained meaningful and effective.

- Members highlighted the importance of safeguarding awareness across the wider Council workforce and questioned what arrangements were in place to ensure that staff working in frontline and neighbourhood based roles were able to recognise indicators of exploitation and understand how concerns should be reported. Members noted that the Council was one of the largest employers in the borough and suggested that staff working in neighbourhood based services and licensing functions may be well placed to identify safeguarding concerns.
- In response, it was commented that work was underway to develop additional awareness resources, including bite-sized training materials to support understanding of exploitation indicators, offences and reporting routes. It was noted that valuable intelligence can often originate from individuals and services not traditionally associated with safeguarding activity. Further discussion took place regarding awareness raising across the wider Council workforce and that training should be proportionate to the responsibilities of individual roles. It was agreed that further consideration would be given to how safeguarding awareness could be promoted more widely across Council services. It was further reported that awareness raising activity took place through Greater Manchester arrangements and that safeguarding training continued to be available through the safeguarding partnership.
- Members highlighted the importance of safeguarding training within schools and reflected on previous experience of identifying vulnerabilities and safeguarding concerns within educational settings. Members questioned the extent to which schools contribute to safeguarding activity and information sharing and the support available to them where concerns were identified.
- In response, it was noted that schools were required to undertake safeguarding training and that safeguarding arrangements were reviewed annually through

Section 175 audits. Schools were able to refer concerns directly into safeguarding arrangements and information arising from audits informed wider safeguarding activity. It was further noted that school governors were expected to undertake safeguarding training and that schools were routinely challenged regarding their safeguarding responsibilities. Additional information was provided regarding support available through designated safeguarding lead networks and partnership workers, who work directly alongside schools where vulnerabilities or safeguarding concerns are identified.

The Children's Services Scrutiny Panel then

RESOLVED – (1) That the report and the assurances provided by the Executive Member, officers and representatives of Greater Manchester Police in response to the matters raised during the Panel's consideration of the item be noted.

(2) That the recommendations contained within the report be endorsed and referred to Executive Cabinet for further consideration, namely:

- To note the findings of the literature review and the historical development of Tameside's response to Child Sexual Exploitation (CSE) and wider Complex Safeguarding arrangements from 2010 to 2026.
- To note the findings of independent reviews, inspections and peer reviews, including the People Scrutiny Panel Review (2016), the Independent Review of the System for Responding to Child Sexual Exploitation (2017), the Independent Review of Adolescent Exploitation (2023), Ofsted inspection findings (2023) and the Greater Manchester Peer Reviews of the Complex Safeguarding Team (2019, 2021, 2023 and 2025).
- To recognise the progress made in strengthening safeguarding arrangements for children and young people at risk of exploitation, including the development of dedicated specialist services, enhanced multi-agency working, strengthened governance arrangements and wider partnership oversight.
- To note that the evidence reviewed consistently identifies the predominant local profile of exploitation as one-to-one and online-facilitated offending, often linked to wider vulnerability factors such as missing episodes, care experience and contextual risks, rather than widespread organised group-based child sexual exploitation.
- To recognise that child sexual exploitation is a hidden crime and that some abuse may remain undisclosed, under-reported or historically unrecognised.

- To note that whilst historical reviews have identified areas requiring improvement in safeguarding practice and multi-agency arrangements, the evidence reviewed does not currently indicate that a pattern of organised group-based child sexual exploitation has been identified as a defining feature of the local exploitation profile within Tameside.
- To note the establishment of Operation Beaconport and the opportunity it provides for historical investigations closed between 2010 and 2025 to be independently reviewed, including cases from Greater Manchester where appropriate.
- To request that learning arising from Operation Beaconport, the National Inquiry into Group-Based Child Sexual Exploitation, safeguarding practice reviews and any future survivor disclosures is routinely considered through the Complex Safeguarding Strategic Group and reported through existing governance arrangements.
- To request an annual report providing assurance, learning and recommendations about the response to child exploitation in Tameside. This to include responses to children reported missing from home and/or care, progress against the Complex Safeguarding Strategy and Delivery Plan, emerging trends in exploitation and subsequent responses, outcomes of quality assurance and peer review activity, learning and recommendations for continuous improvement.

(3) That an all Member development session be arranged to provide Members with an opportunity to develop their understanding of contemporary safeguarding practice, current exploitation risks and safeguarding arrangements, including opportunities to address misconceptions and support informed discussion of these issues.

(4) That it be recorded that the Panel's consideration of the matter provided a specific opportunity for cross-party scrutiny and discussion of the issues arising from the Full Council motion. Following consideration of the evidence presented, questioning of officers and partners, and discussion of the issues raised, the recommendations were unanimously agreed and the matter was referred to Executive Cabinet for further consideration.

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Report To:	**CHILDREN'S SERVICES SCRUTINY PANEL**
Date:	4 November 2026
Scrutiny Chair	Councillor Jacqueline Owen, Chair of the Children's Services Scrutiny Panel
Reporting Officer:	Victoria Sattler, Assistant Director of Children's Social Care
	Rozanne Stevens, Service Lead – Complex Safeguarding
Subject:	**CHILD SEXUAL EXPLOITATION AND COMPLEX SAFEGUARDING IN TAMESIDE**
Report Summary:	This report provides an overview of: • The development of Tameside's response to Child Sexual Exploitation (CSE) and Complex Safeguarding between 2010 and 2026. • Key findings from local reviews, inspections, peer reviews, and safeguarding activity. • The current arrangements in place to safeguard children and young people at risk of exploitation. • The response to children reported missing from home or care This report further responds to the amended motion B put forward at full council on 6 October 2026: see appendix A.
Recommendations:	To note the contents of the report and consider recommendations made to scrutiny panel
Links to Corporate Plan:	This report relates to the People Priority of the Tameside Council Plan
Access to Information:	The background papers relating to this report can be inspected by contacting Rozanne Stevens, Service Lead – Complex Safeguarding, by: Telephone**:** 0161 342 3847 e-mail**:** Rozanne.Stevens@tameside.gov.uk

Report to Tameside Children's Services Scrutiny Panel

Child Sexual Exploitation and Complex Safeguarding in Tameside

1. Purpose of the Report

This report provides an overview of:

- The development of Tameside's response to Child Sexual Exploitation (CSE) and Complex Safeguarding between 2010 and 2026.
- Key findings from local reviews, inspections, peer reviews, and safeguarding activity.
- The current arrangements in place to safeguard children and young people at risk of exploitation.
- The response to children reported missing from home or care.

The report is intended to support Members in understanding both the historical and current response to exploitation.

Whilst this report was already scheduled to come to Children's Scrutiny, there has been a request that this report responds to the full council motion put forward and amended on 6th October 2026 in relation to CSE. Therefore, the information provided attempts to fulfil two functions for the awareness and scrutiny of the panel into both historical and current practice in this area.

2. Definitions

Child sexual exploitation was first formally defined for children's services practice in August 2009 in the Department for Children, Schools and Families (DCSF) guidance, *Safeguarding Children and Young People from Sexual Exploitation*. The August 2009 definition was significant because it established CSE as a distinct safeguarding issue within children's services, recognised that exploitation can occur through grooming, coercion and power imbalances rather than solely through force, including where children receive something in exchange for sexual activity, and acknowledged that exploitation can take place both online and through direct contact.

Relevant to this report, current definitions of harm include:

Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or

increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur through the use of technology. (Working Together to Safeguard Children 2026)

Whilst this is nationally agreed definition of CSE, as raised in the IICSA report on Child Exploitation by Organised Networks (February 2022) the concept of exchange is not used as a key criterion in Tameside when identifying / considering young people who are or may be experiencing sexual exploitation as it is acknowledged that this may not apply to all experiences.

Group based sexual exploitation is defined as two or more individuals (whether identified or not) who are known to (or associated with) one another and are known to be involved in or to facilitate the sexual exploitation of children. Being involved in the sexual exploitation of children includes e.g. introducing them to other individuals for the purposes of exploitation, trafficking a child for the purposes of sexual exploitation, taking payment for sexual activities with a child or allowing their property to be used for sexual activities with a child etc. This can be perpetrated within or beyond the family, by both children and adults, and groups can be organised or loosely linked. (Working Together to Safeguard Children 2026)

Modern Slavery and Human Trafficking – Modern Slavery relates to the exploitation of children and adults in slavery, servitude, or forced or compulsory labour. Human trafficking is the recruitment, movement, harbouring or receiving of children and adults through force, coercion or deception for the purposes of exploitation (National Crime Agency). Children and young people experiencing child sexual and/or child criminal exploitation can experience this through modern slavery and/or human trafficking.

National Referral Mechanism (NRM) – the NRM is a framework for identifying and referring potential victims of modern slavery and ensuring they receive the appropriate support. Modern slavery is a complex crime and may involve multiple forms of exploitation. It encompasses:

- human trafficking
- slavery, servitude, and forced or compulsory labour

An individual could have been a victim of human trafficking and/or slavery, servitude and forced or compulsory labour. Victims may not be aware that they are being trafficked or exploited, and may have consented to elements of their exploitation, or

accepted their situation. If you think that modern slavery has taken place, the case should be referred to the NRM so that the relevant competent authority can fully consider the case. You do not need to be certain that someone is a victim. (National Referral Mechanism Guidance: Adult England Wales)

3. Executive Summary

This report provides assurance on the development and effectiveness of Tameside's response to Child Sexual Exploitation (CSE) and wider Complex Safeguarding between 2010 and 2026. The timeframe for this review from 2010 onwards, is in line with the recognition of CSE as a distinct form of harm (2009), and the subsequent development of services and practice in response. It draws upon local historical reviews, independent scrutiny, inspection findings, peer reviews, local quality assurance activity and current safeguarding intelligence to assess both the evolution of local services and the effectiveness of current arrangements.

Child Sexual Exploitation has been recognised as a distinct safeguarding concern within Tameside for more than sixteen years in line with national recognition and learning. Early reviews in Tameside identified the need for a more coordinated and specialist response, leading to the development of dedicated multi-agency arrangements through Project Phoenix (Greater Manchester's response to CSE) and, subsequently, the current Complex Safeguarding Team. Historical reviews consistently identified vulnerabilities associated with missing episodes, care experience, social media and online exploitation, and wider contextual factors affecting young people. Across reviews, the predominant profile of exploitation was identified as one-to-one offending, increasingly facilitated through digital platforms and social media.

The evidence reviewed does not currently identify a pattern of organised group-based child sexual exploitation as a defining feature of Tameside's local exploitation profile. However, as exploitation is often hidden and under-reported, Tameside remains committed to reviewing emerging evidence through Operation Beaconport and the National Inquiry.

Independent reviews, inspections and peer reviews demonstrate a clear improvement journey over time. Earlier reviews highlighted the need to strengthen governance, information sharing, workforce stability, risk management and strategic oversight. More recent inspections and peer reviews have recognised significant progress, identifying strengths in partnership working, trauma-informed practice, contextual safeguarding, assessment quality, direct work with children and families, and management oversight. Ofsted identified the Complex Safeguarding Team as a

strength within Children's Services in 2023, although gaps remained due to referral processes limiting the wider workforce in accessing advice and guidance from the team. Peer reviews undertaken between 2019 and 2025 demonstrate the progression of the service from a developing model to one that is focused on achieving positive outcomes for children and families.

Despite this progress, vulnerabilities in service provision have been identified through the SEND Inspection and monitoring visits by Ofsted in 2025, mainly linked to changes of leadership and workforce instability.

Work at pace to support recent improvement has led to a more stable multi-disciplinary Complex Safeguarding Team operating within a child-centred, strengths-based and trauma-informed framework. Governance arrangements and leadership have been strengthened through the recent appointment of a dedicated and experienced Service Lead for Complex Safeguarding, refreshed strategic and operational groups governed by the TSCP, enhanced oversight of missing children, and the current development of a Complex Safeguarding Strategy and Delivery Plan informed by local and regional learning.

Child exploitation remains a significant safeguarding priority. Increased referrals and caseloads within the Complex Safeguarding Team reflect improved identification of risk, stronger referral pathways and increased service capacity. Safeguarding partners continue to adapt responses to changing patterns of harm through intelligence sharing prevention activity and targeted interventions.

Overall, the evidence from reviews, inspections, audits and quality assurance activity provides assurance that Tameside has effective arrangements to identify, assess and respond to exploitation with a continued focus on learning and development. Whilst challenges remain, particularly in relation to workforce resilience, demand pressures and the continued implementation of strategic priorities, the overall trajectory is positive. Children and young people are benefiting from increasingly effective safeguarding interventions, with mechanisms in place to ensure ongoing scrutiny, learning and service improvement.

4. Key Considerations for the Panel

This report seeks to address key considerations arising from the national focus on child sexual exploitation. Specifically, it reflects what is known about the historical profile of child sexual exploitation in Tameside, what previous reviews have identified regarding local safeguarding arrangements in responding to CSE, and the action taken in learning from those reviews. It also reflects how services have developed over time,

the learning and connectivity across Greater Manchester, and what assurance can be provided regarding current practice and impact of intervention on children, specifically regarding their vulnerability to all forms of exploitation.

5. Historical Overview of Tameside's Response to Child Sexual Exploitation

Year	Key Development
2009	Child Sexual Exploitation is defined as a distinct form of harm in national safeguarding guidance
2010	GMP identifies the need for a coordinated response to CSE
2012	TSCB thematic review recommends creation of a specialist multi-agency CSE team
2013	Project Phoenix implemented across Greater Manchester
2014/15	Phoenix Team established and enhanced prevention, protection and prosecution activity
2016	People Scrutiny Panel review of CSE
2017	Independent Review of the System for Responding to CSE
2019	Greater Manchester Peer Review identifies foundations for development
2021	Peer Review recognises embedded relationship-based and contextual safeguarding practice
2023	Independent Review of Adolescent Exploitation and Ofsted inspection
2025	Peer Review evidences positive impact and TCE Principles self-assessment completed
2026	Governance refreshed, Missing Panel re-established, Complex Safeguarding Strategy and Delivery Plan updated

Child Sexual Exploitation has been recognised as a safeguarding concern within Tameside for more than sixteen years. The earliest evidence reviewed dates from 2010, when Greater Manchester Police submitted a report to the Tameside Safeguarding

Children's Board requesting consideration of a dedicated CSE Team to ensure a coordinated response to CSE being identified at that time. In examining the extent of CSE within Tameside the report states:

"The teams in [other LAs] arose from a specific and visible problem but there is no evidence to suggest a similar situation exists in Tameside, despite comparable demographic make-up. There are, however, ongoing and worrying cases of CSE which are always going to be a constant problem until they are addressed in a more holistic and cohesive manner."

The report references the need to 'start to lift stones' for the extent of the problem to be revealed.

The need for a dedicated team to respond to CSE was revisited in October 2012 following a thematic review commissioned by the Tameside Safeguarding Children Board (TSCB). The complexities of responding to CSE and the support needed by young people experiencing CSE were highlighted within this review, identifying the significant gaps in the consistency and coordination of local responses. The review identified the need for a clear pathway in identifying, assessing, supporting and safeguarding children at risk of CSE. The central recommendation was for the creation of a co-located multi-agency CSE team. Alongside this, the need for workforce development across the partnership to improve awareness and professional confidence in identifying and responding to CSE was recognised.

These findings informed the development of the local CSE Strategy and laid the foundations for the introduction of specialist exploitation services. The CSE Strategy provides an insight into the nature of CSE identified at that time:

"Between May 2010 and April 2012 – 122 young people have come to the attention of police and have been discussed at the CSE Practitioner Group. At the time of writing, there are 53 young people who are still a cause for concern and 16 of these young people are currently looked after by either Tameside or another authority. The vast majority of cases have involved inappropriate relationships between a young female and older male. The age profile of the majority of the children and young people identified in Tameside has been between the ages of 14 and 16. The majority of both victims and perpetrators in Tameside have been white."

The strategy also details the nature of disruption activity including child abduction warning notices, joint work with Licensing and Health and Safety Officers, and arrests and prosecutions related to CSE.

In April 2012, the Greater Manchester Safeguarding Partnership published a broad overview in relation to the response to CSE in Greater Manchester leading to key partners formally committing to developing a response strategically, tactically and operationally across the region under *Operation Phoenix*. This led to the proposal in May 2013 of a more integrated model of working in relation to CSE, with all key stakeholders working to a standard set of guidelines and operating procedures based on best practice in Greater Manchester and nationally (*Project Phoenix Handbook* 2014). The proposal included the need for specialist multi-agency, co-located CSE teams in each of the 10 local authorities with Greater Manchester.

The introduction of Project Phoenix across Greater Manchester brought greater consistency to local arrangements, including shared risk assessment processes, strengthened intelligence sharing and a stronger focus on prevention, protection, and prosecution.

A TSCB CSE thematic review was undertaken in 2013 looking at 3 young people identified as at risk of CSE. Key learning emphasised the need for earlier recognition of vulnerability, the need for consistent use of CSE risk assessments tools, stronger assessments of parenting capacity, improved information sharing and evidence-based interventions focused on resilience and recovery. Learning included looking beyond young people's behaviours to ensure risk factors and indicators of exploitation were not overlooked.

An annual report for 2014/2015 details the work of the Phoenix team in Tameside, with the key focus for the team being on prevention, protection and prosecution. At that time the team was made up of 7 police staff (detectives, constables and community support officers) and 1 local authority social worker and 1 support worker. The annual report provides an overview of the improvements made in responding to CSE with referral pathways strengthened, a standardised risk assessment tool adopted and dedicated multi-agency arrangements for missing children. Extensive training and awareness campaigns were delivered across the wider workforce. Protection and enforcement activity were also strengthened, including an initiative *Operation Labyrinth* – a proactive community-based response undertaken jointly between police and council agencies.

The annual report detailed the offender profile of CSE at that time. *"Intelligence shows that the majority of CSE offences in Tameside are committed by opportunistic, lone offenders who frequently meet and groom their victims online through social media such as Facebook, Blackberry Messenger, WhatsApp and other messaging applications. Many of these local offenders then make attempts to meet their victims if they are also local.*

As yet, no connections have been made with CSE and any organised crime groups in Tameside. The majority of CSE offenders in Tameside are white European males aged between 18-45yrs old."

6. Learning from Reviews, Inspections, and Independent Scrutiny

Since 2016 several independent reviews, inspections and peer reviews have examined Tameside's response to child exploitation. Although commissioned at separate times and for different purposes, they reveal consistency in their findings.

Two reviews in relation to the response to CSE were undertaken in 2016 and 2017, the first by the People Scrutiny Panel and the second by an independent review commissioned by the TSCB.

Both reviews identified that:

- exploitation was increasingly being facilitated through technology and social media
- children reported as missing and children cared for by the authority were consistently recognised as the groups most vulnerable to exploitation
- the victim profile was predominantly adolescent girls aged 13-15yrs (although professionals recognised that exploitation could affect any child)
- CSE was understood as being linked to broader vulnerabilities rather than a single causal factor.

Both reviews considered Tameside's CSE profile and identified that this was predominantly characterised by one-to-one exploitation, rather than the organised group-based offending seen in some other areas. It was however, recognised in both reports that the true scale of CSE was likely hidden, with the identified cases representing only the visible part of the problem. Rising numbers of CSE referrals were viewed as a sign of improved professional recognition (better awareness and intelligence-sharing) rather than a straightforward increase in offending.

The 2016 review recommended strengthening support for vulnerable children, particularly cared for children and those who go missing, while ensuring victims of CSE can access services quickly. It emphasised greater parental involvement, improved professional training and awareness, consistent CSE education in schools, regular safeguarding updates, and the use of intelligence and national learning to inform practice. It also proposed mentoring for vulnerable young people and exploring mandatory CSE awareness training for alcohol and taxi licence holders.

Recommended improvements from the 2017 review included focusing on strengthening strategic governance, improving data and information sharing, clarifying pathways and responsibilities, enhancing risk management arrangements, stabilising the workforce, and ensuring the voices of young people and families shape service delivery.

An Independent Review of Adolescent Exploitation undertaken in 2023 concluded that Tameside had strong foundations on which to build. However, it recommended a more coordinated, intelligence-led, and preventative approach, supported by strong governance, clearer strategic direction, and a better understanding of local patterns of harm.

These findings were complemented by the 2023 Ofsted inspection of Tameside Local Authority Children's Services, which identified the Complex Safeguarding Team as a significant strength within Children's Services. Inspectors found evidence of effective multi-agency planning, comprehensive assessments and strong relationships between workers and children. However, accessibility to the service for advice and guidance needed strengthening.

In addition to strengths, areas for improvement have also been identified in local inspections.

An area for improvement in our response to children reported missing was identified within the 2023 Ofsted inspection, particularly for those children at lower risk, with insufficient disruption activity, intervention or priority given to reducing risks. However, for children assessed to be high risk, work was noted to be effective in understanding why children go missing and provision of appropriate. It was noted that the quality of return home interviews was affected by staff vacancies in the missing from home team.

The Area SEND inspection of Tameside Local Area Partnership in May 2025 identified an area of improvement in relation to the understanding of and response to children and young people with SEND who are at risk of exploitation.

A monitoring visit focused on cared for children in December 2025 found when considering the quality of assessments that for some children, current risks were not robustly explored and understood to inform resultant plans that increase their safety.

A monitoring visit in May 2026 focused on achieving permanence for cared for children, identified that for some children in care, the response to missing episodes was not consistently robust or effective. Inspectors identified that "*There are multiple mechanisms to identify and respond to the risks associated with children going missing*

from care. Despite this, there is an overfocus on process. Children are subject to multiple assessments and plans which do not translate into a coherent and effective multi-agency response."

Greater Manchester Peer Reviews

As part of Project Phoenix and more recently the Greater Manchester Complex Safeguarding Hub the Complex Safeguarding Team has been peer reviewed dating back to 2015. The peer review findings demonstrate a clear and consistent improvement journey in Tameside's Complex Safeguarding response. In considering the available documents, the service has moved from developing its foundations and capacity (2019), through embedding a contextual and relationship-based model (2021), strengthening practice quality and governance (2023), to demonstrating measurable impact for children and families open to the service (2025).

An evaluation of peer reviews completed between 2019 and 2025 demonstrates significant progress in the development of Tameside's Complex Safeguarding Service. In 2019, the service was characterised by committed practitioners and positive partnership working but faced notable challenges around strategic direction, staffing capacity, governance arrangements and the consistent application of contextual safeguarding principles.

By 2021, the service had embedded a more relationship-based, child-centred and trauma-informed approach, with stronger recognition of contextual harm, improved risk assessments and greater emphasis on the voices and experiences of young people. The review identified increasingly effective interventions but highlighted the need for greater consistency in strengths-based language, planning and transition arrangements.

The 2023 review found further progress in practice quality, including stronger assessments, improved chronologies, effective partnership working and a developing culture of learning and reflection. Areas for improvement focused on strengthening analytical practice, supervision, recording and ensuring children and families were fully involved in planning.

By 2025, the service was assessed as demonstrating many features of an effective Complex Safeguarding model. Reviews highlighted positive, trusting relationships between practitioners and young people, trauma-informed assessments, effective parenting support, reflective supervision, clear management oversight and evidence that children were safer as a result of intervention. Feedback from children, parents and partner agencies was overwhelmingly positive and demonstrated the impact of

the service on reducing harm and improving outcomes. Improvements around workforce resilience, planning processes and consistency of practice were identified.

The most consistent challenge across all reviews has been workforce capacity and sustainability, particularly in relation to leadership and maintaining sufficient staffing levels to meet demand and provide continuity for children.

As part of the Peer Reviews in 2025 each local authority held tackling child exploitation sessions, undertaking a self-assessment as a partnership in how the national *Tackling Child Exploitation Principles* (adopted by Greater Manchester Complex Safeguarding Strategy) are being implemented in Tameside, and the actions required to develop in our practice. The resulting action plan for Tameside (developed in February 2026) has informed the development of the Complex Safeguarding Strategy which is currently being updated (due Dec 2026), alongside the Complex Safeguarding Delivery Plan, which is reviewed and updated in the strategic meeting. Key focus areas include:

- strengthening wider partnerships, oversight and supervision

- preventing harm through education, early intervention, and enabling safer places and spaces

- improving transitional safeguarding arrangements, and increasing support and outcomes for children, young people and their families

- using data, intelligence and contextual understanding to identify and respond to exploitation.

7. Current Arrangements and Service Developments

Tameside's Complex Safeguarding Team provides a dedicated, multi-agency response to children who are experiencing, or are vulnerable to, exploitation. The service operates in accordance with Greater Manchester's Tackling Child Exploitation principles and adopts a child-centred, strengths-based, and trauma-informed model of practice. The team being co-located strengthens responses to child exploitation by enabling timely information sharing, joint decision-making, and coordinated interventions that reduce risk and improve outcomes for children.

The focus and response of the team have continued to evolve according to the safeguarding needs of young people within the Borough and as the nature of threat, harm and risk has developed through different means and/or increased identification. The team focuses on responding to both child sexual exploitation and child criminal

exploitation, including modern slavery and trafficking, with a focus on both prevention and protection.

Alongside social workers and police officers, the service includes a nurse, parenting support worker, a psychotherapist, an early intervention worker, and workers dedicated to responding to children reported missing from home or care. The current staffing levels of the team are significantly different to when the team was first established – moving from 2 Children's Services staff to 1 Team Manager, 5 social workers, 1 SW apprentice, 1 early intervention worker, 1 parent support worker, and 3 missing from home workers.

The number of children who are offered a service has steadily increased particularly over the last 9 months. This is due to several key factors: increased stability in staffing within the team, early identification of vulnerability to exploitation, good connectivity between the Multi-Agency Safeguarding Hub and Complex Safeguarding and clearer leadership expectations and response to learning

Alongside developments within frontline practice, work has been undertaken to strengthen governance and oversight arrangements. Strategic and operational safeguarding groups have recently been refreshed (meeting bi-monthly and monthly respectively), a new delivery plan is being developed incorporating the TCE action plan, and greater emphasis has been placed on identifying emerging risks and sharing intelligence across the partnership.

At a Greater Manchester level, Project Phoenix developed into the Greater Manchester Complex Safeguarding Hub, moving from one project manager to a Head of Complex Safeguarding, a social worker lead, a policy officer, a lead analyst and a project support officer. Similarly to Phoenix the activity of the GM Complex Safeguarding Hub is fed into the Complex Safeguarding Executive Board and the GM Children and Young People's Plan. Operational and strategic steering groups are held regularly bringing together the 10 Complex Safeguarding Teams and wider partners with a continued focus on development and action in responding to child exploitation, with a clear acknowledgement of child exploitation occurring across borders. Tameside Complex Safeguarding Team regularly contribute to these meetings as well as joint activities, with a missing from home worker from Tameside leading on a GM forum for missing children.

The GM Complex Safeguarding Hub provide training specific to exploitation through conferences, organised programs of learning during weeks of action, or bespoke support to the teams. The hub supported a team development day in October 2026

which focused on consistency of response to referrals, thresholds and having a shared understanding of the remit of the team, particularly in identifying and preventing opportunities for harm and increasing safety from exploitation. Other areas of focus for the development day included improvements in WISE (working to increase safety from exploitation) assessments, practice considerations in relation to return home conversations, and agreeing Complex Safeguarding focused practice standards under Tameside CSC's 5's: compassion, curiosity, conversation, courage and collaboration.

In addition to developments within the team, a monthly Operational Wider Partnership meeting has been established, the aim of which is to ensure that child exploitation is widely discussed and recognised with a clear wider partnership response in building protection for children and young people and disrupting opportunities for harm.

Greater connections have also been made with Adult Social Care with the Service Lead attending the Adult Exploitation subgroup, enabling a greater focus on crossover between children and adults whether this be through children who are criminally exploited being used to facilitate the exploitation of vulnerable adults, or through a transitional safeguarding approach. This is a key action within the delivery plan, with some small steps achieved so far. Consultations are also now taking place with Personal Advisors within the Leaving Care Service where exploitation concerns are present, to provide advice on how to increase safety and reduce the opportunity for harm.

In relation to our response to children missing from home or care, processes have been reviewed and streamlined. The missing from home protocol is being updated in line with these changes to provide clarity on the actions required focused on the effectiveness of our response rather than completing various documents that have little impact on the child.

Weekly missing meetings between the Complex Safeguarding Service Lead and Team Manager, police, and representatives from the Multi-agency Child Protection Team (MACPT) and Independent Reviewing Officers have been established. The focus of this meeting is on ensuring processes are followed in respect of return home interviews being offered and timely strategy meetings being held where threshold is met. This has enabled insight into practice strengths and improvements.

The monthly multi-agency missing panel has been re-established with the first panel taking place in October 2026. The focus of the panel is specifically to seek to understand the reasons underlying a child's missing reports and to seek assurance on the actions being taken. The panel will also identify any cross-cutting themes and

trends which will feed into the Complex Safeguarding Operational Wider Partnership meeting in identifying any collective action that can be undertaken.

In addition to the focus on improving responses to missing children, work has also been focused on supporting children with additional needs where there are concerns for their safety from exploitation.

A dip sample of children supported by the Complex Safeguarding Team in September 2026 found that practitioners generally identified additional needs, including SEND, and considered these within planning. However, there was limited evidence that this understanding was consistently translated into tailored interventions, engagement strategies or safeguarding plans. Positively, practitioners recognised where unmet or unidentified needs may increase vulnerability to exploitation.

Learning from the audit has informed workforce development, with a focus on understanding how additional needs should shape safeguarding responses in practice. Further improvements are being progressed through a review of Understanding Exploitation Training and strengthened links between SEND services and the Complex Safeguarding Team.

8. Current Context and Emerging Risks

An emerging risk within child sexual exploitation is the activity of lone offenders operating online. Advances in technology have enabled individuals to target, groom, coerce, and exploit children remotely, often across geographical boundaries. This presents a different threat profile to traditional group-based exploitation and requires safeguarding partners to maintain a strong focus on online safety, digital investigations, disruption activity, and the identification of children who may be vulnerable to exploitation in virtual environments.

Online COM groups in particular present an emerging exploitation risk, providing spaces where offenders can communicate, share offending behaviours, coordinate activity, and target children through digital platforms.

In relation to in-person CSE, the emerging risk is often less about organised groups and more about individual adults identifying and exploiting vulnerable children through relationships, peer networks, local communities, or locations where young people congregate. This can take place over time or opportunistically.

While this report focuses primarily on child sexual exploitation, child criminal exploitation is a significant and evolving safeguarding risk nationally, with National Referral Mechanism submissions continuing to rise. The methods used by perpetrators

to recruit, groom, coerce and control children increasingly overlap across different forms of exploitation, with online platforms, peer networks and community-based relationships playing a growing role.

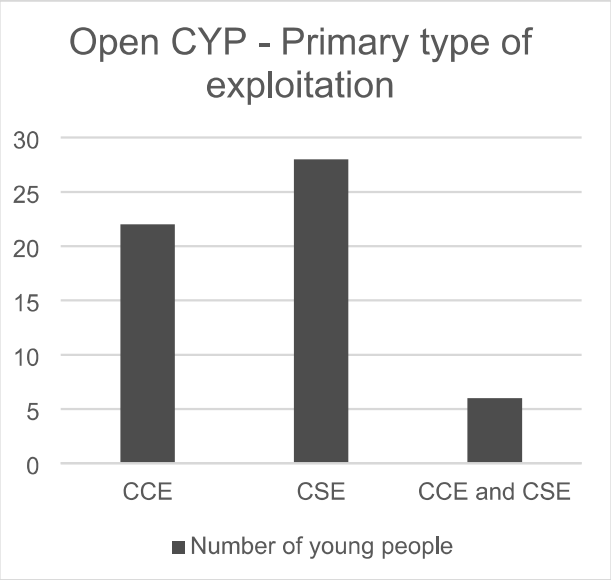
Partnership intelligence and local quality assurance activity indicate that exploitation frequently overlaps with other vulnerabilities, including missing episodes, criminal exploitation, poor emotional wellbeing and contextual risks within peer groups and communities.

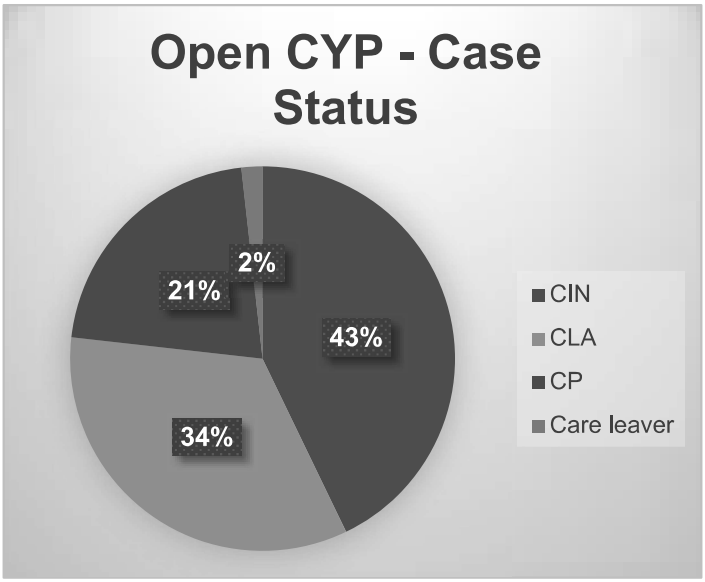
These emerging risks reinforce the importance of prevention, education and digital safeguarding approaches. As exploitation continues to evolve, safeguarding responses must remain adaptable to ensure that children experiencing exploitation in all its forms are identified early and protected effectively.

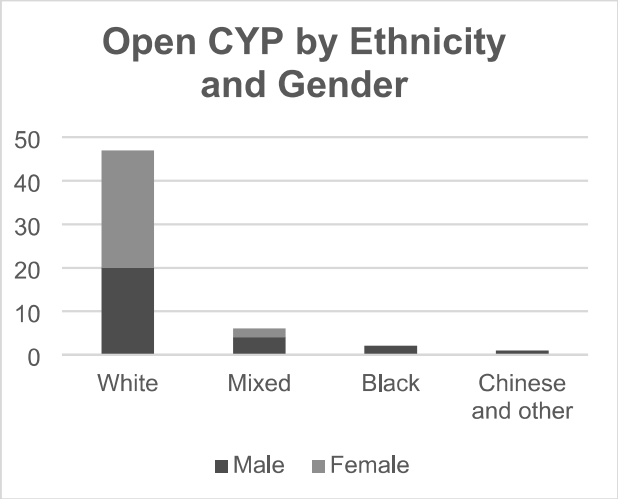
From a Children's Services perspective the number of young people supported by the team has increased over the last year. This is due to increased staffing within the Complex Safeguarding Team enabling greater capacity for prevention support for children and young people alongside response to those that have experienced exploitation. The numbers below are inclusive of concerns in relation to CSE and/or CCE.

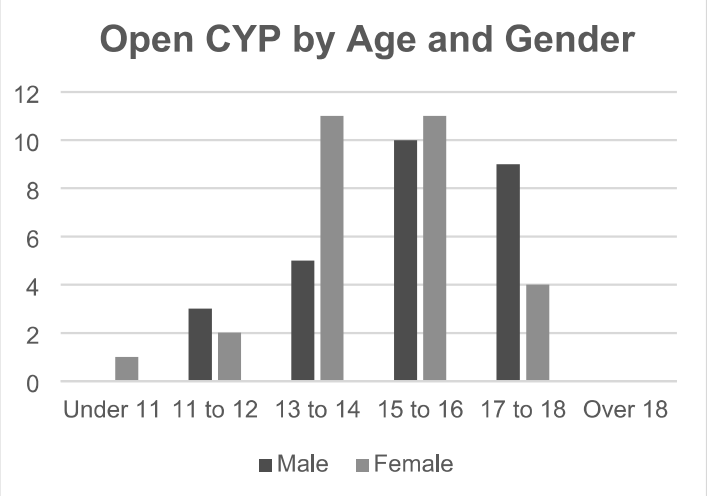
Quarter	Referrals Accepted	Team Caseload	Closures
Q1 2025 – 2026	21	30	21
Q2 2025 – 2026	14	27	18
Q3 2025 – 2026	17	31	13
Q4 2025 - 2026	16	41	6
Q1 2026 - 2027	21	53	15
Q2 2026 - 2027	19	50	16

Whilst this reflects stronger identification of risk, vulnerability and improved pathways into support, it also reinforces the need for sustained investment in safeguarding services and ongoing partnership vigilance.









In addition to understanding the nature of exploitation within Tameside, it is important to understand the profile of children currently receiving support. The graphs provide an overview of the demographics, vulnerabilities and characteristics of children and young people open to the Complex Safeguarding Team in September 2026. It is important to note that children open to the service may be vulnerable to exploitation and receiving preventative support to increase safety and well-being, as opposed to being actively exploited.

Analysis of the current cohort demonstrates that exploitation affects a diverse range of children and young people, although some groups remain disproportionately represented. The profile further demonstrates the need for a flexible and responsive service model capable of addressing differing levels of risk, vulnerability and need.

Understanding these characteristics supports the targeting of prevention activity, informs workforce development and helps ensure that interventions remain responsive to emerging trends and patterns of harm.

Modern slavery and trafficking can be a feature within both child sexual and criminal exploitation. The submission of National Referral Mechanisms to the Single Competent Authority forms part of the work of the team. The support required as part of the NRM is delivered through Tameside Children's Services alongside key partners such as the police, youth justice and health. The numbers of NRMs for CSE are currently low, with the NRM predominantly utilised where CCE is the main concern. However, whilst work to strengthen use and oversight of NRM will continue to be a priority, the low use of NRM for CSE is in line with the preventative nature of the work with current children and young people, and online harm trends.

9. National Developments and Emerging Learning

The establishment of the National Inquiry into Group-Based Child Sexual Exploitation, alongside Operation Beaconport, represents the most significant national review of child sexual exploitation arrangements since the independent inquiries undertaken in other areas.

All partners in Tameside are fully committed to engaging with the National Inquiry and both separately and together, are responding to any requests made for information.

Operation Beaconport is a national policing initiative designed to review non-recent investigations relating to child sexual abuse and exploitation that were previously closed with no further action between 2010 and 2025. The programme seeks to identify missed investigative opportunities, failures to recognise child exploitation, unrecorded victim disclosures and cases that may warrant reinvestigation.

Greater Manchester Police has submitted 1,273 cases for review as part of this process. While the cases submitted are not categorised by local authority area, the review provides an opportunity for previously unidentified or unrecognised patterns of offending to be identified across Greater Manchester, including any cases linked to Tameside.

Alongside this, the national "I Am Ready" campaign provides victims and survivors with the opportunity to seek a review of historical decisions and investigations. This provides a direct route for victims and survivors connected to Tameside to request independent consideration of previous cases.

The learning emerging from Operation Beaconport is expected to inform future national policy, policing practice, and responses to group-based child sexual exploitation. Tameside Safeguarding Children's Partnership is committed to reviewing any findings relevant to the borough and incorporating learning into local safeguarding arrangements.

It is important to note that the support response to victims reviewed by Operation Beaconport would now most likely be through adult and community-based services. TSCP will continue to work closely with the Tameside Safeguarding Adult Board to ensure a joined-up approach.

10. Understanding the Local Profile of Exploitation

Having reviewed local safeguarding documentation, independent reviews, inspection findings, safeguarding practice reviews, quality assurance activity, and emerging national developments, including Operation Beaconport, several conclusions can be drawn.

The evidence consistently identifies child sexual exploitation as a safeguarding issue that has been seen as a priority over a long period of time. There is evidence that some children have experienced serious harm and that, as in many areas nationally, historical safeguarding responses would not meet current expectations and standards of practice. Child sexual exploitation is a comparatively new area of safeguarding practice, with specialist multi-agency approaches and dedicated responses developing largely over the last 15 years in response to growing national awareness and learning.

However, the evidence reviewed also demonstrates a consistent understanding of the local profile of exploitation. Reviews undertaken in 2012, 2016, 2017 and 2023 all identified the predominant pattern of offending as one-to-one exploitation, increasingly facilitated through online platforms, rather than organised group-based child sexual exploitation.

Scrutiny of available evidence does not currently demonstrate the widespread organised group-based offending that has characterised some areas subject to significant national inquiry. Nevertheless, child sexual exploitation is a hidden crime, and it cannot be concluded that all victims have disclosed their experiences, all perpetrators have been identified, or that all forms of group-based exploitation would necessarily have been recognised at the time.

Operation Beaconport provides an important additional safeguard in this regard. Through the review of historic investigations and the opportunity for victims and

survivors to seek reconsideration of previous cases, further evidence relating to historical exploitation may emerge. The findings of Operation Beaconport, alongside any future outcomes of the National Inquiry, should therefore continue to inform local scrutiny and review.

The Tameside Safeguarding Children's Partnership will remain alert to the risk of group-based child sexual exploitation and will continue to hold itself to account through ongoing scrutiny, challenge, and review. This will ensure that emerging risks are identified and addressed promptly at both operational and strategic levels, and that local practice continues to reflect learning from both historical and current exploitation concerns.

11. Assurance Regarding Current Arrangements

The evidence available through inspection findings, peer review activity and local quality assurance processes provides assurance that Tameside has arrangements in place to respond to children experiencing exploitation. Dedicated specialist services are established, governance arrangements have been strengthened, and children are receiving trauma-informed, strengths-based, and relationship-based interventions that support safety and recovery.

Recent reviews have not identified systemic failings in the current response. Instead, they have highlighted opportunities to further strengthen existing arrangements, particularly in relation to workforce resilience, support for children with SEND, intelligence development, and the continued implementation of the Complex Safeguarding Strategy.

Historical reviews, inspections and current intelligence consistently identify children who go missing from home or care as one of the groups most vulnerable to exploitation. Consequently, strengthening responses to missing episodes remains a key priority within Tameside's Complex Safeguarding arrangements. Recent developments, including refreshed oversight arrangements, weekly multi-agency monitoring, the re-establishment of the multi-agency Missing Panel and ongoing review of the Missing from Home Protocol, seek to improve the effectiveness of interventions, disruption activity and safety planning for children at risk.

Whilst there is strong evidence of progress and increasingly effective responses to exploitation, safeguarding partners recognise that Complex Safeguarding remains an evolving area of practice requiring ongoing development. New and emerging forms of exploitation, changing patterns of offending, the increasing role of technology and online harm, and the complexity of overlapping vulnerabilities require services to

continually adapt. Current priorities therefore focus not only on sustaining existing strengths but on further strengthening transitional safeguarding arrangements, improving responses for children with SEND and other additional vulnerabilities, enhancing the use of intelligence and contextual information, increasing opportunities for prevention and early intervention, and ensuring that the wider workforce has the confidence, knowledge and support required to identify and respond effectively to exploitation.

There is evidence of a strong culture of learning, reflection, and continuous improvement growing across the partnership which will enable this. Tameside has consistently sought external challenge through independent reviews, peer reviews, inspections, and quality assurance activity and has demonstrated a willingness to respond to recommendations and adapt practice where improvements are identified. Learning from audits, practice reviews, safeguarding reviews, survivor experiences, emerging research, and developments across Greater Manchester is routinely considered to inform service development, workforce learning, and strategic planning.

It is important to recognise that much of the development outlined in this report has taken place within the wider context of children's services being on a significant improvement journey, with changes of leadership and partnership instability impacting on this area of practice particularly in terms of wider system recognition. There is however a clear commitment from leaders, practitioners, and safeguarding partners currently to drive improvement and strengthen practice across the service, including within Complex Safeguarding.

Workforce resilience remains an important area of focus. Whilst staffing stability and capacity within the Complex Safeguarding Team have improved significantly in recent years, reviews consistently identify the importance of maintaining sufficient capacity, specialist expertise and continuity of relationships for children and young people. Safeguarding partners recognise that sustaining a skilled and stable workforce will remain essential in responding effectively to increasing demand and the evolving nature of exploitation.

The Council continues to benefit from its partnership with the Greater Manchester Complex Safeguarding Hub (GMCSH), which provides access to regional intelligence, specialist expertise, quality assurance and practice development opportunities. Through this collaborative arrangement, Tameside can contribute to and draw upon learning from across Greater Manchester, strengthening its understanding of emerging exploitation trends, contextual safeguarding risks and effective intervention approaches. The Hub supports consistency of practice across the region, facilitates

cross-boundary collaboration where children are at risk of exploitation, and provides additional assurance that local responses are informed by current evidence, research and regional best practice.

Overall, there is evidence that safeguarding partners continue to work together to understand the nature of exploitation within Tameside, remain vigilant to changing themes and trends both locally and across Greater Manchester and adapt responses accordingly. Partners are actively working to identify, disrupt, and prevent harm whilst maintaining a clear focus on continuous improvement. There are mechanisms in place to ensure that learning from local reviews, national inquiries, Operation Beaconport, inspections and quality assurance activity is translated into tangible practice improvements, supporting Tameside's ongoing ambition to achieve the best possible outcomes for children and young people at risk of exploitation.

12. Overall Conclusions

The evidence reviewed demonstrates that:

- Child sexual exploitation has been a recognised safeguarding issue within Tameside for more than sixteen years, in line with the emergence of a national definition and focus on this as an area of practice / harm.
- Some children have experienced significant harm and aspects of historical practice would not meet current expectations, which have developed significantly.
- Reviews consistently identify the predominant local profile as one-to-one and increasingly online-facilitated exploitation.
- Tameside's response to child exploitation has been strengthened through investment in specialist services, governance and partnership working.
- Current arrangements provide assurance that children at risk of exploitation are identified and supported, whilst recognising that continued improvement and learning remains necessary.
- Tameside is working openly with the National Inquiry to provide all requested information that will assist in their enquiries and is working with key partners to ensure a robust response to Operation Beaconport.

13. Recommendations

It is recommended that the Tameside Children's Services Scrutiny Panel:

1. Notes the findings of the literature review and the historical development of Tameside's response to Child Sexual Exploitation (CSE) and wider Complex Safeguarding arrangements from 2010 to 2026.
2. Notes the findings of independent reviews, inspections, and peer reviews, including:
    - The People Scrutiny Panel Review (2016)
    - The Independent Review of the System for Responding to Child Sexual Exploitation (2017)
    - The Independent Review of Adolescent Exploitation (2023);
    - Ofsted Inspection findings (2023)
    - The Greater Manchester Peer Reviews of the Complex Safeguarding Team (2019, 2021, 2023 and 2025).
3. Recognises the progress made in strengthening safeguarding arrangements for children and young people at risk of exploitation, including the development of dedicated specialist services, enhanced multi-agency working, strengthened governance arrangements and wider partnership oversight.
4. Notes that the evidence reviewed consistently identifies the predominant local profile of exploitation as one-to-one and online-facilitated offending, often linked to wider vulnerability factors such as missing episodes, care experience and contextual risks, rather than widespread organised group-based child sexual exploitation.
5. Recognises that child sexual exploitation is a hidden crime and that some abuse may remain undisclosed, under-reported or historically unrecognised.
6. Notes that whilst historical reviews have identified areas requiring improvement in safeguarding practice and multi-agency arrangements, the evidence reviewed does not currently indicate that a pattern of organised group-based child sexual exploitation has been identified as a defining feature of the local exploitation profile within Tameside.
7. Notes the establishment of Operation Beaconport and the opportunity it provides for historical investigations closed between 2010 and 2025 to be independently reviewed, including cases from Greater Manchester where appropriate.

8. Requests that learning arising from Operation Beaconport, the National Inquiry into Group-Based Child Sexual Exploitation, safeguarding practice reviews and any future survivor disclosures is routinely considered through the Complex Safeguarding Strategic Group and reported through existing governance arrangements.

9. Requests an annual report providing assurance, learning and recommendations about the response to child exploitation in Tameside. This to include responses to children reported missing from home and/or care, progress against the Complex Safeguarding Strategy and Delivery Plan, emerging trends in exploitation and subsequent responses, outcomes of quality assurance and peer review activity, learning and recommendations for continuous improvement.

10. Indicates whether any recommendations arising from this scrutiny review should go to Cabinet for further consideration.

AMENDMENT TO MOTION E

To be moved by Councillor Teresa Smith

That this Council notes

1. Tameside's 2016 CSE scrutiny recorded 101 children identified as being at risk of CSE and 86 known or suspected CSE-flagged offenders being monitored, while concluding that there was no current evidence of linked perpetrators or gangs operating in Tameside, *with this in mind a previous motion was brought before Council by Councillor Chadwick concerning child sexual exploitation, grooming gangs and the need for transparency, accountability and learning in relation to safeguarding practice in December 2025.*

2. Historic safeguarding material and Ofsted subsequently identified weaknesses in the quality, reliability and integration of CSE data. Tameside's own historic work also recognised that perpetrators and victims could cross local-authority boundaries.

3. The statutory Independent Inquiry into Grooming Gangs is examining group-based child sexual exploitation across England and Wales. Its Terms of Reference principally cover the period from 1 January 1996, including institutional responses and the relevance of ethnicity, religion and culture.

4. The Inquiry has begun Local Area Investigations and has confirmed that further areas may be selected using its published selection criteria.

Council believes

1. Victims and survivors deserve truth, recognition, support and accountability.

2. Given Tameside's historic CSE evidence, acknowledged data limitations and the potential for offending to cross local-authority boundaries, there is a legitimate case for Tameside to be considered for a Local Area Investigation within the statutory national Inquiry.

3. Any examination should follow the evidence wherever it leads and should not predetermine whether linked or group-based offending, institutional failure, deliberate concealment or any particular ethnic offender profile existed in Tameside.

Council resolves

1. *To request that, subject to the outcome of the independent scrutiny review, scheduled for the 4th of November, following Cllr Chadwick's December motion which was supported by all members.* The Chief Executive, in consultation with the Monitoring Officer and Director of Children's Services, may consider formally registering Tameside's interest and submit an evidence-led case for Tameside to be considered for selection as a Local Area Investigation within the Statutory Independent Inquiry into Grooming Gangs, addressing the Inquiry's published selection criteria.

2. That the submission request examination of relevant historical evidence from 1 January 1996 onwards, including:
   - the nature and scale of group-based CSE;
   - whether links between perpetrators were adequately identified;
   - cross-borough offending and intelligence;
   - how relevant information, intelligence, warnings and concerns were recorded, shared, escalated and acted upon;
   - the response of relevant institutions;
   - whether recommendations from previous scrutiny, inspection and review work were implemented and effective; and
   - perpetrator characteristics, including ethnicity, where supported by reliable evidence.

3. To request that the Chief Executive, acting on appropriate legal and information-governance advice, *continues to take* prompt steps to ensure the preservation of all potentially relevant Council records and requests that relevant partner organisations preserve potentially relevant material, consistent with the statutory Inquiry's standing preservation requirements.

4. To request an officer-led audit of material recommendations arising from previous *and forthcoming, (as per the scheduled 4th of November meeting),*Tameside CSE scrutiny, inspection and review work, identifying whether each recommendation was implemented and whether implementation and impact can be independently evidenced.

5. If the statutory Inquiry declines to select Tameside, the Chief Executive is requested to report to the next available Full Council on the options for a separate independent historical investigation covering relevant matters from 1 January 1996 onwards.

6. *If applicable, following the outcome of the scrutiny review, A timeframe* of 90days after the statutory Inquiry acknowledges receipt of Tameside's completed submission, *should* no substantive selection decision *have* been communicated, the Chief Executive is requested to report to the next available Full Council on the status of the submission, any information received regarding the anticipated timescale, and the options available to the Council.

For the avoidance of doubt, this provision does not seek to impose a deadline upon the statutory Inquiry.

7. Any proposal for a separate local investigation must return to Full Council with its proposed scope, independence and governance arrangements, survivor support, legal and information-governance implications, interaction with any live safeguarding or criminal proceedings, timetable, procurement, funding and full financial implications before any significant expenditure is authorised.

Safeguards

Nothing in this motion determines that a grooming-gang network, institutional cover-up, deliberate concealment or particular ethnic offender profile existed in Tameside. These are matters for independent evidence and investigation.

Nothing in this motion requires the publication or unlawful disclosure of information that could identify a victim or child, prejudice criminal proceedings, compromise an active investigation, breach data-protection requirements, disclose legally privileged material or create a safeguarding risk.

Any information indicating a current safeguarding risk or potential criminal offence should be referred through the appropriate safeguarding or law-enforcement channels. This motion does not authorise councillors to investigate individual criminal allegations or retain unofficial survivor case files.

This motion does not itself commission a separate local inquiry or authorise significant expenditure on one. Any such proposal must return to Full Council for a further decision.

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Report To:	**EXECUTIVE CABINET**
Date:	25 November 2026
Executive Member / Reporting Officer:	Cllr Hugh Roderick – Executive Member for Finance & Resources Zoe Evans – Strategic Director of Finance/S151 Officer
Subject:	**MEDIUM TERM FINANCIAL PLAN (MTFP) UPDATE 2027-2032**
Report Summary:	The purpose of this report is to provide the Executive Cabinet with an update on the Council's Medium Term Financial Plan (MTFP) 2027/32 and set out the process for developing savings options to balance the Council's Budget in 2027/28. The MTFP is part of the financial framework for the Council. A key purpose of the MTFP is to ensure that the Council meets its statutory obligation to set a balanced budget for the forthcoming year.
Recommendations:	That Executive Cabinet note: 1) The impact of inflationary pressures and other changes to the MTFP from 2026/27 to 2030/31. 2) Council Tax and Business Rate assumptions within the MTFP. Council Tax and the Council Tax base will be subject to agreement by Full Council as part of the Budget setting process. 3) Note the planned approach and timetable set out in the report for the development of the Council's Budget for 2027/28 4) Request that Portfolio Budget Holders, in conjunction with Lead Strategic Directors/Directors, identify and bring forward budget saving options for 2027/28; 5) Agree that any such proposals arising from the work above be considered by the Executive Cabinet in due course and subject to public and business-based consultation as part of the budget consultation to take place during December 2026 and January 2027: 6) The position of the Council's Balances and Reserves.

That Executive Cabinet approve:

7) The overall update to the MTFP for 2027/28 to 2031/32 and the revisions to the savings requirement to achieve a balanced budget for 2027/28.

Policy Implications: Budget is allocated in accordance with the Council's constitution.

Financial Implications: As contained within the report.

(Authorised by the Section 151 Officer)

Legal Implications: (Authorised by the Director of Legal and Democratic Services – Monitoring Officer) Section 151 of the Local Government Act 1972 states that every local authority shall make arrangements for the proper administration of their financial affairs.

The provisions of section 33 Local Government Finance Act 1992 set out what a local authority has to base its budget calculations upon and requires it to set a balanced budget having had regard to the advice of its Chief Finance Officer (aka the section 151 officer). Council therefore has a statutory responsibility to present a balanced budget for the forthcoming financial year 2027/28 and under Section 25 of the Local Government Act 2003, the Section 151 Officer is required to prepare a statement on the adequacy of the proposed financial reserves and the robustness of the budget estimates. The Council must also ensure that it operates with sufficient reserves in place. The legislation does not stipulate what that level should be, rather, that it is the responsibility of the Council's Section 151 Officer to review the level of reserves and confirm that the level is sufficient. Reserves by their very nature are finite and so should only be drawn down after very careful consideration.

Risk Management: Associated details are specified within the report.

Failure to properly manage and monitor the Council's budgets will lead to service failure and a loss of public confidence. Expenditure in excess of budgeted resources is likely to result in a call on reserves, which will reduce the resources available for future investment. The use and reliance on one-off measures to balance the budget is not sustainable and makes it more difficult in future years to recover the budget position.

Background Papers: Background papers relating to this report can be inspected by contacting: Stephen Wilde, Assistant Director of Finance

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SUMMARY

1.1 This report updates the Council's Medium-Term Financial Plan (MTFP). The MTFP sets the framework for a balanced and sustainable revenue budget, which is a key duty of the Council.

1.2 The last MTFP was presented as part of the 2026/27 Budget Report and included a financial projection for the years from 2026/27 to 2030/31.

1.3 The 2026/27 Budget Report set a balanced budget for 2026/27 with a net expenditure requirement of £314.133m. For future years, increases to the net expenditure requirement were projected, alongside the quantum of new savings needed to balance the budget. The assumptions within the MTFP have now been fully reviewed and updated alongside consideration of the current monitoring position for 2026/27.

1.4 The net expenditure requirement for each year of the MTFP must be matched to and balanced against the Council's general funding, consisting of Council Tax, Business Rates, general grants and earmarked reserves. Any gap between the Council's general funding and its net expenditure requirement results in a funding deficit and requirement to find new savings or options to close the gap.

1.5 At the meeting of the Full Council on 2 March 2026 and as part of Council's approval of the budget, the Council approved; a new Financial Strategy; a rebase of the 2027/28 budget; and approved the inclusion of the impact of the Fair Funding Review which provided a multi-year settlement for 2026-2029. In considering the updated MTFP this report sets out the progress made with the implementation of that Financial Strategy and the assumptions of the fair funding review settlement.

1.6 The MTFP from 2026/27 onwards, is supported by the Council's adoption of an overarching Financial Strategy which includes the development of a robust plan over the short, medium and long term, with plans phased in and aligned to our Council priorities. The strategy is developed through the eyes of PLACE and is a combined set of priorities and objectives to protect frontline services and maximise benefits for our residents. The Strategy is focused on four pillars:

- Growth & Regeneration
- Early Intervention and Prevention
- Live Well
- Effective Resource Management – Transformation and Improvement activity to ensure the most effective and efficient use of resources.

These four pillars underpin delivery of our Financial Strategy through: Building the right foundations, Demand Management, Growth and Regeneration with a clear capital investment strategy, and income generation including a more commercial outlook.

1.7 The agreed Financial Strategy continues to provide the foundation on which the Council's financial plans will be developed and implemented. It is on the basis of the objectives outlined above that the MTFP has been reviewed and updated. However, it must be recognised that there is still more work to do to embed these foundations within the organisation, and further work is required to consider ways in which the Council can achieve a balanced sustainable budget over the medium term. This report provides an update on this work and sets out the Council's approach to achieving a balanced budget specifically for 2027/28 whilst maintaining focus on delivering the Financial Strategy and the Council's aim for sustainable finances in the medium to longer term.

1.8 In respect of the multi-year settlement received for 2026-2029 the assumptions in respect of resources such as Council Tax, Business Rates and Grant income are maintained in the updated MTFP and aligned to the Fair Funding settlement. The annual settlement expected in December 2026 is not anticipated to significantly change from the assumptions already made however, as the settlement remains an annual event the MTFP may be subject to change.

1.9 Since the 2026/27 Budget Report, the Council has faced continuing economic pressures arising from a challenging national and regional economic environment. Persistent inflation across key areas of expenditure, including social care provision, residential and fostering placements, temporary accommodation, transport, energy, construction, and contracted services, have increased the cost of delivering services beyond the assumptions incorporated within the approved budget. Ongoing labour market pressures, recruitment and retention challenges within key service areas, and higher wage expectations across both the public and private sectors have continued to place upward pressure on staffing and agency costs.

1.10 At the same time, elevated interest rates and wider economic uncertainty have affected borrowing costs, investment returns, supplier pricing and the financial resilience of service providers. These pressures have been further compounded by sustained demand growth for statutory services, particularly Adult Social Care, Children's Social Care and Homelessness support, resulting in expenditure growth that exceeds underlying funding growth. Collectively, these economic factors have increased the financial risk facing the Council and require ongoing monitoring and updating of the assumptions underpinning the Medium Term Financial Plan.

2 BACKGROUND

2.1 As a reminder, the revenue budget and financial projection up to 2030/31 as detailed in the approved MTFP report at Budget Council on 2 March 2026 are detailed in tables 1 and 2.

Table 1: 2026/27 Revenue Budget and MTFP

	2026/27 £m	2027/28 £m	2028/29 £m	2029/30 £m	2030/31 £m
Net Expenditure Requirement	**314.133**	**353.194**	**375.813**	**407.983**	**435.052**
Resources	**(314.133)**	**(346.230)**	**(359.906)**	**(370.297)**	**(381.190)**
Savings to find - cumulative	**0**	**(6.964)**	**(15.907)**	**(37.686)**	**(53.862)**
Savings to find - incremental	**0**	**(6.964)**	**(8.942)**	**(21.779)**	**(16.177)**

Table 2: 2026/27 Revenue Budget and MTFP

	2026/27 £m	2027/28 £m	2028/29 £m	2029/30 £m	2030/31 £m
Previous Year's Net Budget	**294.779**	**323.106**	**363.308**	**391.418**	**423.588**
Budget adjustments	1.209	0.000	0.000	0.000	0.000
Prior year approved savings	(0.498)	(1.340)	(0.332)	0.170	0.000
Opening Net Budget	**295.490**	**321.766**	**362.976**	**391.588**	**423.588**
Staffing related cost pressure	0.839	2.952	3.011	3.071	3.132
Demographic pressures	8.230	3.508	3.269	3.000	0.000
Complexity pressures	0.000	5.000	5.000	5.000	0.000
Inflationary pressures	10.622	9.776	9.841	9.909	9.700
Other service pressures	2.892	6.860	9.400	13.100	16.300
Total service investment	**22.583**	**28.096**	**30.521**	**34.080**	**29.133**
Fees & charges	(2.281)	(2.079)	(2.079)	(2.079)	(2.064)
Service grants	7.314	15.526	0.000	0.000	0.000
Total service reductions	**5.033**	**13.447**	**(2.079)**	**(2.079)**	**(2.064)**
Net Expenditure Requirement	**323.106**	**363.308**	**391.418**	**423.588**	**450.657**
Resources					
Business Rates	(166.210)	(185.879)	(190.042)	(191.942)	(193.861)
Council Tax	(131.851)	(139.457)	(147.495)	(155.986)	(164.959)
Grant funding	(19.555)	(20.894)	(22.369)	(22.369)	(22.369)
Transfer to/(from) reserves	5.008	0.000	0.000	0.000	0.000
Other funding	(1.525)	0.000	0.000	0.000	0.000
Total resources	**(314.133)**	**(346.230)**	**(359.906)**	**(370.297)**	**(381.190)**
Savings to find - cumulative	**(8.973)**	**(17.078)**	**(31.512)**	**(53.291)**	**(69.467)**
Savings to find - incremental	**(8.973)**	**(8.105)**	**(14.433)**	**(21.779)**	**(16.177)**

Savings identified cumulative	(8.973)	(10.114)	(15.605)	(15.605)	(15.605)
Savings identified incremental	(8.973)	(1.141)	(5.491)	0.000	0.000

Remaining gap - cumulative	**(0.000)**	**(6.964)**	**(15.907)**	**(37.686)**	**(53.862)**
Remaining gap - incremental	**(0.000)**	**(6.964)**	**(8.942)**	**(21.779)**	**(16.177)**

2.2 Although balanced for 2026/27, tables 1 and 2 show that additional budget reductions were required in 2027/28 and future years in order to balance the budget. Balancing the budget means matching Net Expenditure Requirement with sufficient General Funding resource.

2.3 The Net Expenditure Requirement comprises the Council's running costs and related income streams, net of income from fees and charges, revenue grants and interest earned.

2.4 The Council's incoming resources consist of: Council Tax, Business Rates, General Grants, and transfers from reserves. All these funding sources are general and do not have to be matched against a specific type of expenditure.

2.5 Council Tax and Business Rates are collected and managed in a ring-fenced account (called the Collection Fund). The Council's share of Council Tax and Business Rates is paid out of the Collection Fund over to the Council's revenue budget. The Council's share is always agreed prior to the start of each financial year, so the amount paid over is always an estimate. The estimate includes the Council's share for the next financial year as well as an adjustment for projected variances relating to previous estimates (i.e. the Collection Fund surplus or deficit).

2.6 General Grants mainly relate to the redistribution of funding between Local Authorities and are linked to Business Rates. The Council's ability to raise Business Rates is less than its assessed funding need according to national formulas, so the Council receives an additional Top Up grant.

2.7 General Funding can be increased by transferring unallocated balances from reserves. However, earmarked reserves can only be used once.

2.8 In the next section, this report sets out the recommended updates to the Council's MTFP for 2027/28 and beyond.

3 NET EXPENDITURE REQUIREMENT UPDATE FOR 2027/28 – 2031/32

3.1 The Council's approach to setting its budget and developing options with which to bridge the forecast funding gap, is part of the assessment of the Council's Value for Money (VfM) arrangements by the External Auditors. The latest assessment of the Council's VfM arrangements, which was reported to the Audit and Governance Committee in February 2026, identified a number of weaknesses including Children's Services and Financial Sustainability.

3.2 As such, the Council is expected to have in place a plan to deliver a balanced budget including savings proposals that are robust and deliverable. It is important for the Council to have developed a set of options that achieve a balanced and sustainable budget over the medium term to avoid any adverse commentary in the External Auditor's report on Value for Money that may lead to more directive action.

3.3 Work has been undertaken to update the Council's MTFP for 2027/28 – 2031/32 to

ensure that the Council has a good understanding of its forward financial forecasts and is able to continue planning for the development of a sustainable position and balanced budget in 2027/28. There are various assumptions underpinning the development of the MTFP and equally, there remain several matters where sufficient information is not yet available, but which are likely to have a significant impact on the position.

3.4 In view of the funding deficit identified and the current financial year's monitoring position, it is vital that the Council continues to identify ways a sustainable budget can be agreed at the earliest opportunity. Since the last update of the MTFP approved at Budget Council in March 2026 and recognising that the Council is operating in a dynamic environment, work has continued to analyse 2026/27 budget pressures and update assumptions in the MTFP to determine the Net Expenditure requirement for future years. A summary of the updated MTFP is provided in table 3 together with details of the assumptions included.

Table 3 – Revised MTFP

	2027/28 £m	2028/29 £m	2029/30 £m	2030/31 £m	2031/32 £m
Opening Net Budget	**314.133**	**369.755**	**393.888**	**420.831**	**451.023**
Staffing related cost pressure	4.428	3.040	3.101	3.163	3.226
Demographic pressures	9.428	5.052	4.827	4.873	4.920
Complexity pressures	5.000	5.000	5.000	5.000	5.000
Inflationary pressures	9.776	9.841	9.909	10.059	10.145
Other service pressures	13.746	3.279	6.185	9.161	11.841
Total service investment	**42.378**	**26.212**	**29.022**	**32.256**	**35.133**
Fees & charges	(2.281)	(2.079)	(2.079)	(2.064)	(2.064)
Service grants	15.526	0	0	0	0
Total service reductions	**13.245**	**(2.079)**	**(2.079)**	**(2.064)**	**(2.064)**
Net budget increase/(decrease)	**55.623**	**24.133**	**26.943**	**30.192**	**33.069**
Net Expenditure Requirement	**369.755**	**393.888**	**420.831**	**451.023**	**484.092**
Resources					
Business Rates	(185.879)	(190.042)	(191.942)	(193.861)	(195.800)
Council Tax	(138.656)	(146.653)	(155.103)	(164.031)	(173.464)
Grant funding	(20.894)	(22.369)	(22.369)	(22.369)	(22.369)
Transfer to/(from) reserves	0	0	0	0	0
Other funding	0	0	0	0	0
Total resources	**(345.429)**	**(359.064)**	**(369.414)**	**(380.262)**	**(391.633)**
Savings to find - cumulative	**(24.327)**	**(34.825)**	**(51.417)**	**(70.762)**	**(92.459)**
Savings to find - incremental	**(24.327)**	**(10.498)**	**(16.592)**	**(19.345)**	**(21.697)**

Updated Net Exp. Requirement	**369.755**	**393.888**	**420.831**	**451.023**	**484.092**

As table 3 indicates, the forecast funding gap for the period to 2027/28 is now estimated to be circa £24.327m and £92.459m to 2031/32.

Each of the contributing factors and assumptions include :

Inflation

Inflation in the MTFP is currently assumed to be at 3% for the Local Government pay award and 3% for commissioned goods and services. On social care placements the expectation is that these costs will increase by more than the 3% uplift, and for these costs the Council is assuming an uplift for Real Living Wage. However, costs in excess of the standard inflation and RLW uplift will need to be managed within the Directorate's overall resources. The inflation assumptions in the MTFP are detailed in table 4.

Table 4 : Inflation Assumptions assumed in the MTFP

Annual Inflation Assumptions	2026/27	2027/28	2028/29	2029/30	2030/31
Non-Pay Inflation (%)	3.00%	2.00%	2.00%	2.00%	2.00%
Social Care Placements Inflation (%)	RLW	RLW	RLW	RLW	RLW
Pay Inflation (%)	3.00%	3.00%	2.00%	2.00%	2.00%
Fees & Charges Uplift (%)	3.00%	3.00%	2.00%	2.00%	2.00%

Demand and Complexity

3.5 A budgetary increase for demographic and complexity investment has been included in the MTFP. Demographic and complexity costs include modelling on Adults, Children's, temporary accommodation, and SEN transport. As the Council is experiencing a significant in-year forecast overspend on these areas, investment has been included in the MTFP, however during the course of 2026/27 services are expected to implement more efficient and effective working and demand management strategies which reduce and avoid these cost escalating. As such some demand management and cost avoidance measures are assumed within the relevant department budgets to offset the total investment required. This will continue to be closely monitored during 2026/27 to ensure that these budgets are manageable and deliverable in 2026/27 and beyond.

Fees & Charges

3.6 General fees and charges have been assumed to increase by inflation at 3%. This was assumed to generate additional income for the Council that will offset increased costs.

Table 4 details the increase in fees & charges assumed in the MTFP. In line with the Council's Financial Strategy for maximising income, work continues to move towards full cost recovery on fees & charges where appropriate.

3.7 Social Care charges are client contributions for their care following a financial assessment based on an individual's ability to pay. The increases in client contributions will partially offset any increases in care package costs and increases in year are closely aligned to pension increases. The financial assessment is key to ensuring residents accessing social care support only pay what they can afford to contribute towards the cost of their support. Re-assessments occur annually (or more often should the resident request it due to changes in their circumstances) to maintain the currency of a financial assessment.

Investment and Service Income

3.8 A number of specific grants were removed from service budgets in 2026/27 as part of the Fair Funding review which included numerous grants that were rolled into the Council's settlement formula. The only change assumed in the updated MTFP is a reduction in 2027/28 of £15.526m for the Council's Better Care Fund which will cease to be allocated as a separate Section 31 grant and will be rolled into the formula.

Budget Reductions/Savings

3.9 For 2026/27 the Council agreed savings proposals and sufficient budget reductions to support delivery of the MTFP to 2030/31 and total savings of £8.973m were approved for 2026/27 and built into the base budget as permanent reductions to the budget.

3.10 Delivery of these savings proposals has been closely monitored throughout the course of 2026/27 as non-delivery results in a budget pressure. The half yearly monitoring position reported to Executive Cabinet in October 2026 indicated a number of savings which have not been fully realised during the course of the year, and which are contributing to the Council's current year overspend. As such, in developing the budget for 2027/28 all savings proposals have been subject to a full review and an assessment of the deliverability in future years. A number of savings have been rebased or revised within the updated MTFP assumptions.

General funding Sources

3.11 General Funding from 2026/27 to 2028/29 has been updated following the 2026/27 multi-year Local Government Finance Settlement (LGFS).

3.12 The Council Tax requirement was revised following Government's assumptions within the funding formula for a general increase to council tax of 2.99%, and an increase for the Adult Social Care precept of 2%, an update to the Council Tax Base and the

Council Tax collection rate. The assumption that Council Tax will be increased in each year is assumed within the updated MTFP in line with the Government's Fair Funding formula, however setting of the Council Tax level for the forthcoming year remains the responsibility of Full Council and this will therefore be a separate decision at the budget meeting on 2 March 2027.

3.13 The assumptions for Council Tax for 2026/27 included in the MTFP are;

- Collection rate of 97.5%
- General increase of 2.99%
- Adult Social Care (ASC) Precept increase of 2%

3.14 The LGFS provided for a 5.4% increase in Core Spending Power, however in arriving at this increase, the settlement assumes all councils will take the maximum amount available in Council Tax percentage increases.

3.15 Business rates were also updated following the LGFS and factors in the Business Rates reset and changes in the Business Rates multipliers. The Council continues to benefit from the 100% Business Rates retention scheme in Greater Manchester. For background, Business Rates are calculated via a chargeable rate multiplied against the rateable value of commercial premises. The chargeable rate (multiplier) is set by the Government. Rateable Value is set by the Valuation Office Agency (VOA).

3.16 As part of the Fair Funding Review, Business Rates Reform was implemented from 2026/27 introducing a full business rates reset, new valuations and a range of new multipliers. The MTFP includes the impact of those reforms to the funding resource values.

3.17 The final area of general fund resources is grants and other funding. This includes non-ring-fenced grants confirmed in the LGFS that are not allocated to service budgets and any other general funding the Council has budgeted to receive to support the MTFP. Following the Fair funding review the majority of specific grants previously received has much reduced and is now rolled into the LGFS funding formula.

3.18 An exception to that was the Recovery Grant which was extended for the period of the multi-year funding settlement in recognition of local authorities with a requirement for this additional support based on 'Need' and low 'Resources'. The Council allocation of £11.910m in 2026/27 includes a £4.308m uplift announced in the Final Local Government Settlement and this is assumed in the updated MTFP.

3.19 The only other grants not rolled into the funding formula are Homelessness, Rough Sleeping and Domestic Abuse and Families First Partnership. These revised allocations are already included in the MTFP.

3.20 Other funding of £1.525m is one-off funding from the Greater Manchester Combined Authority and is in relation to additional funding for Extended Producer Responsibility (EPR) for packaging which is a government requirement to report packaging data and ensure products are collected and recycled.

4 DELIVERY OF THE CAPITAL PROGRAMME

4.1 Given the pressure on borrowing costs, there remains a need for a close focus on the delivery of the Council's Capital Programme within the budgets that have been agreed. The Council has embarked on some significant capital projects as part of the Capital Investment Strategy approved at Budget Council in March 2026.

4.2 A full review of the investment and programme of projects has been undertaken, and it is determined that planned spending in 2026/27 and 2027/28 is more realistically taking place in future years. As such the Capital programme has been reprofiled which has resulted in a positive impact on the Council's borrowing requirements. This has reduced the borrowing costs assumed within the MTFP for 2027/28 by £5.099m

5 IMPACT OF ASSUMPTIONS ON THE MTFP FORECAST BUDGET GAP FOR 2027/28

5.1 Table 5 provides an analysis of the movement in the MTFP when compared to the previous MTFP that was reported to Budget Council in March 2026.

Table 5 : Changes To The 2027/28 Budget Gap

	2027/28 £m
MTFP Gap - 2026/27 Budget Report	**(6.964)**

Changes since 2026/27 Budget Report	
Pay inflation increase by 1% (was 2%, now 3%)	1.476
Fees & Charges increase by 1% (was 2% now 3%)	(0.201)
Implementation of updated council tax support scheme	0.801
New pressures October 2026	7.873
Remove future year savings - to be updated with new savings program	5.766
Rebase budget for 2026/27 undelivered savings	6.747
Updated Capital Investment profiling - reduced borrowing costs	(5.099)
Total	**17.363**

Revised Gap (before savings) - November 2026	**(24.327)**

5.2 As table 5 indicates, the forecast funding gap for the period to 2027/28 is now estimated to be circa £24.327m.

6 NEXT STEPS AND PLANNED APPROACH

6.1 The Council will continue to review its MTFP and will develop budget reduction/savings proposal options to present recommendations for a balanced budget in 2027/28. This report will be updated in December to take account of available information on Government funding decisions as well as the macro-economic environment, and consultation on the final budget proposals is expected to take place from early January.

6.2 For 2027/28, the Council will identify shorter-term cost reduction measures and savings proposals to support balancing 2027/28 alongside longer-term, deeper transformational options for future years. These proposals will be further developed to ensure robust delivery plans are in place and work will commence, with a view to maximising the full year effect of delivery in 2027/28. Priority will be placed on income maximisation across all service areas and projects to reduce the burden on expenditure budgets, however there will be a need for efficiencies in costs alongside a genuine requirement to invest in transformation where the return on investment delivers long-term improvements in outcomes for residents in line with the Corporate Plan alongside recurrent reductions in costs that support the MTFP. Longer term

projects will need to be identified now to support the budget gap reduction for 2028/29 onwards.

6.3 The draft budget will then be presented to the Executive Cabinet in December 2026 for consultation, prior to being updated with any funding announcements and finalised in February for approval at Budget Council in March 2027.

6.4 The timetable for the development of the budget is set out in table 6.

Table 6 : Council Budget Timetable

Period	Detail	Group
December 2026	Draft 2027/28 Budget Proposals	16 December 2026 : Executive Cabinet 17 December 2026 : Budget Scrutiny Panel (TBC)
January 2027	Final 2027/28 Budget Proposals	25 January 2027 : Budget Scrutiny Panel 27 January 2027 : Executive Cabinet
February 2027	2027/28 Budget Approval	17 February 2027 : Executive Cabinet
March 2027	2027/28 Budget Council	2 March 2027

7 FINANCIAL RESILIENCE

7.1 Finally, a key priority of the MTFP is to align the Council's finances so they are sustainable for the long-term.

7.2 Various internal matters impact on the Council's financial resilience and sustainability, including:

Implementing the Corporate Plan and Transformation Programme
The Council continues to take action to deliver against the Corporate Plan and Transformation Programme. There remains a strong link between the Council's Corporate objectives and its ability to deliver them within the resources available. This is likely to require both an iterative approach to service and financial planning and consideration of innovative ways of delivering priority actions and in particular delivery of the Council's Transformation Programme.

Stability in the Workforce
The Council continues to experience difficulties with the recruitment and retention of

staff in several business areas.

Use of Reserves

The MTFP does not currently assume any use of reserves in the period of the MTFP. However the forecast overspend in 2026/27 and scale of the funding deficit in 2027/28 presents a challenge to maintain that position. Consideration has been given to the extent to which reserves can support the Council's Budget Strategy.

Capitalisation of Staffing Costs

In considering the Council's recovery plans for 2026/27 and budget gap for 2027/28, a review of capitalised staffing costs is being undertaken to ensure that the Council is appropriately capitalising staffing costs where it is feasible to do so. Costs should only be capitalised where staff are directly involved in the delivery of capital projects. However, once projects are delivered, the Council will need to consider to what extent those staff employed on the projects are required and how, if they are required, their costs will be funded. Where they are not required, consideration will need to be given to the costs of 'exit' from the organisation.

High Needs Dedicated Schools Grant (DSG) Block

The outturn position on the Dedicated Schools Grant (DSG) for 2025/26 was an in-year deficit of £21.783m. This deficit is driven by overspends on the High Needs Block, as a result of unprecedented, but expected growth in Education Health and Care Plans (EHCPs). This in year deficit, combined with the brought forward deficits from 2023/24 and 2024/25, resulted in an overall cumulative deficit on the DSG at 31 March 2026 of £43.873m.

There is currently a statutory override that allows councils to exclude their DSG balance from their general fund statement of accounts. This is set to expire at the end of the 2027/28 financial year (31 March 2028).

The Government has announced proposals to fund DSG Deficits in two phases. For deficits accrued up to 31 March 2026, funding will be provided to cover 90% of the deficit, following DfE approval of a local SEND reform plan which is now confirmed. The funding proportion for deficits incurred in 2026/27 and 2027/28 is to be confirmed but the Council will need to make provision to fund a minimum of 10% of the deficit at 31 March 2026, plus an estimated 10% of deficits incurred in 2026/27 and 2027/28, which will be an estimated call on reserves of around £11m.

Reserves and the specific requirements to support DSG deficits will be reviewed as part of the budget proposals presented to the Executive Cabinet in December 2026.

8 BALANCES AND RESERVES

8.1 Any consideration of the Council's Medium Term Financial Position needs also to consider what reserves and balances are available.

8.2 Details of the Council's Reserves and Balances are provided regularly in reports to the Council's Executive Cabinet. An analysis of Reserves and Balances at 1 April 2026 are provided in table 7 and reflect the changes in reserves following the setting of the Council Budget for 2026/27. It should be noted that these balances could potentially change once the external audit of the Council's 2025/26 Accounts are concluded.

Table 7 – Balances as at 1 April 2026

Reserve Category	£m
Accounting (PFI)	14.432
Budget Resilience	39.638
Capital	32.619
Grants & Contributions	3.825
Liabilities & Risk	3.469
Schools	5.850
Strategic Priorities	11.527
General Fund	15.707
Total	**127.067**

9 RECOMMENDATIONS

9.1 As stated on the front cover of the report.

Report to: **Executive Cabinet**

Date: Wednesday, 25 November 2026

Executive Member: Cllr Hugh Roderick Executive Member (Finance and Resources)

Reporting Officer: Julie Smethurst, Assistant Director, Revenues and Benefits

Subject: **Household Energy Payment**

Report Summary: The Government have instructed local authorities to pay a £100 one-off Household Energy Payment to households in Council Tax Bands A-D and to administer a discretionary scheme for those who are not eligible, but who may still require support. This report seeks approval for the procurement of a solution - Ascendant Apply 4.Online Residents and ID/Bank checks, to support the efficient administration and delivery of the Household Energy Payment Scheme with robust inbuilt financial controls and fraud detection.

Recommendations:

I. That the contract award be approved from the Crown Commercial Services G-Cloud 15 framework.

II. The contract be awarded for a period of 12 months with an option to extend a further 12 months to administer the main and discretionary scheme as directed by the Government.

Alternative Options:

Alternative options explored and rejected –

1. **Placecube**, whilst Placecube provides strong customer relationship management and workflow functionality, it does not currently offer the specialist, fraud prevention, verification and payment file creation facilities needed to deliver the Household Energy Payment Scheme. The development of the internal solution would require substantial IT resource, significant project investment and ongoing support commitments at a time when corporate IT resources are already stretched across multiple transformation and statutory priorities and requires delivery in an unmanageable timeframe
2. **Paypoint** provides a payment platform that can verify ID and bank details; however, it cannot interact with the MRI Revenues and Benefits Operating System to complete eligibility checks. Therefore, carrying significantly greater delivery risk than procuring an

established, award winning and proven market solution that has been used by the Council previously with excellent results.

Corporate Plan: The Household Energy Payment Scheme directly supports delivery of the Council's corporate priorities. Helping to support household finances when faced with rising energy bills and ensuring that vulnerable households receive essential financial support to help to reduce financial stress, prevent hardship, and strengthen the overall resilience and wellbeing of neighbourhoods.

Policy Implications: The Government have instructed local authorities to pay a £100 one-off Household Energy Payment to households in Council Tax Bands A-D and to administer a discretionary scheme for those who are not eligible, but who may still require support.

Financial Implications: (Authorised by the Section 151 Officer) The solution to support the household energy payment scheme is not budgeted for and is an additional cost the Council will incur. The preferred solution of Ascendant will cost £0.039m plus VAT for a 12-month contract and an additional £0.003m per annum for data retention requirements.

Government have committed to ensuring that the Council is fully funded for any new costs incurred delivering this scheme, this will be in the form of new burdens funding. It is therefore anticipated that delivering this scheme will be at nil cost to the Council, however there is a risk that not all costs are recovered due to admin costs exceeding funding. Any costs not covered by new burdens funding will be absorbed within existing Directorate revenue budgets.

£100 Household Energy Payment – The Council will receive an allocation for payment of the £100 one-off energy payments; at the time of writing this report the allocations have not been provided. The funding is to be passed directly as one-off £100 grants to households that are eligible under the terms set out in the Government guidance. The Council are expected to begin making payments from January 2027, with scheme funding provided in advance. There will be a reconciliation process following scheme delivery to ensure the Council is funded for eligible payments.

Discretionary fund – The Council will receive an allocation for the discretionary fund to support those who are not eligible for the £100 one-off energy payment scheme, at the time of writing this report allocations have not been provided. It is

	expected that the funding for the discretionary fund is to be passed on directly as one-off grants of up to £100 to households that the Council determines to support, having considered the guidance from Government. This funding is limited and any expenditure in excess of the funding allocation is not expected to be funded by Government. The fund is expected to be subject to a reconciliation process, and any unspent funding will be required to be repaid to Government. **Administration risk and costs** - As set out in the report, there are a number of risks associated with the administration and payment of these schemes, and a difficult balance to be maintained between distributing funds quickly and minimising the risk of fraud or inappropriate payments. Adequate monitoring and reporting systems will be needed to ensure reconciliations can be completed appropriately and that the funding allocation for the discretionary scheme is not exceeded.
Legal Implications: (Authorised by the Director of Legal & Democratic Services (Monitoring Officer)	The Household Energy Payment Scheme must be administered in accordance with Government guidance. The proposed contract award through the Crown Commercial Services G-Cloud 15 Framework must be undertaken in accordance with the framework requirements, the Council's Contract Procedure Rules and applicable procurement legislation. Appropriate arrangements must be in place to ensure compliance with data protection legislation given the processing of personal and financial information. Failure to comply with these requirements may expose the Council to legal, financial and reputational risk.
Risk Management:	The risks are outlined in Section 8 of the report.
Access to Information:	Non confidential.
Background Information:	The background papers relating to this report can be inspected by contacting Julie Smethurst, Assistant Director, Revenues and Benefits. Telephone: 0161 342 4056 e-mail: Julie.smethurst@tameside.gov.uk

1. INTRODUCTION

1.1 On 28 October 2026 the Government announced that in recognising the impact of rising energy costs on households across the UK, it will be providing a £100 Household Energy Payment for households in Council Tax bands A to D. This is a one-off payment for this current financial year. The core scheme is targeted at properties occupied as a sole or main residence.

1.2 The payment is to be delivered to residents by local authorities from January 2027. In addition, discretionary funding will be made available for local authorities to design their own discretionary schemes to support those who are not eligible for the Household Energy Payment but are identified as being in need.

1.3 Detailed guidance is yet to be provided by the Government in respect of the delivery of the Household Energy Payment, covering eligibility criteria, payment arrangements, monitoring and assurance requirements, and expectations of the discretionary fund.

1.4 Councils are expected to begin making payments from January 2027, with scheme funding provided in advance. There will be a reconciliation process following the scheme delivery to ensure Councils are funded for eligible payments.

1.5 The Government is also committed to ensuring that Councils are fully funded for any new burden costs they may incur in delivering this scheme.

2. GUIDANCE

2.1 Whilst detailed guidance is yet to be published, what is known is that there is an expectation that the one-off payment will be made directly into bank accounts for those eligible where direct debit bank details are held by the Council for the purpose of paying Council Tax.

2.2 For those eligible where direct debit bank details are not known, an application must be made available to safely capture and verify the relevant information, including bank details, to enable the payment to be made.

3. RESOURCES

3.1 In Tameside there are 100,668 households in Bands A-D and of those, there are 34,113 for whom direct debit bank details are not held.

3.2 Where bank details are not held, each household will need to apply for the Household Energy Payment providing proof of their eligibility and their bank account details. For audit purposes, the application will require an eligibility, ID and bank account check to verify the details provided before any payment can be made.

3.3 Without a successful ID and bank check, payment will not be made, and the application will be rejected.

3.4 All customer enquiries, queries and any follow-up work that is required will be managed by the Revenues and Benefits Team.

3.5 Whilst relevant information can be placed on the Council's website and shared through social media channels, it is clear that the work entailed in the successful, safe and compliant delivery of this scheme is going to significantly impact on the already stretched resources of the Revenues and Benefits Team.

4. 2022 ENERGY REBATE SCHEME COMPARISON

4.1 In 2022 the Government introduced a Council Tax Energy Rebate Scheme, where payments were made directly to households in the same way as is being outlined in the latest Housing Energy Payment Scheme.

4.2 Similar volumes of payments were successfully administered, verified, processed and reconciled by the Revenues and Benefits Team.

4.3 The successful processes, controls and lessons learnt from the previous scheme will be adopted when administering this new scheme.

4.4 In 2022 following consideration of a number of solutions Ascendant Apply 4.Online Residents and ID/Bank checks was identified as being able to deliver on all aspects of the requirements of the scheme and importantly provide the vital fraud checks and risk assurance that the Government expected when administering the scheme to ensure only those eligible received the payment.

4.5 The solution was found to be easy to use by both staff and residents with excellent reporting available to allow visibility of applications and outcomes.

4.6 A full Data Protection Impact Assessment and Cyber Security Assessment was conducted as part of the procurement process with no issues identified or found during the delivery of the project or post project.

5 ASCENDANT APPLY 4.ONLINE RESIDENTS AND ID/BANK CHECKS

5.1 The preferred solution Ascendant Apply 4.online Residents and ID/Bank checks, introduces an intelligent digital application process with embedded validation, identity verification and eligibility checking, reducing the volume of incomplete, duplicate and potentially ineligible applications coming into the system and ineligible applicants from receiving a payment.

5.2 The solution offers a full case management workflow with audit trails and decision tracking, RAG rating of applications and is able to create payment files ready for delivery of the payment through financial systems.

5.3 IT installation on the premises is not required nor is specialist IT resources. The application form will be hosted on the Ascendant Portal. The applicant will be invited to create an account on the Portal to access and complete the form. The completed form remains on Portal throughout the process. The Revenues and Benefit Team and Ascendant can both access the forms on the Portal and Revenues and Benefits staff can support applicants in filling out the forms.

5.4 An options appraisal has been undertaken, including consideration of developing an internal solution and expanding the use of Placecube CRM. Whilst Placecube provides strong customer relationship management and workflow functionality, it does not currently offer the specialist fraud prevention, verification and payment file creation facilities needed to deliver the Household Energy Payment Scheme.

5.5 The development of the internal solution would require substantial IT resource, significant project investment and ongoing support commitments at a time when corporate IT resources are already stretched across multiple transformation and statutory priorities and require delivery in an unmanageable timeframe.

5.6 An alternative solution from Paypoint was also considered. Whilst it does offer ID and bank account verification and it cannot interact with Revenues and Benefits data to confirm eligibility, It therefore carries significantly greater delivery risk than procuring an established, award winning and proven market solution that has been used by the Council previously with excellent results.

5.7 Ascendant Solutions developed its capabilities in response to the significant fraud and assurance challenges experienced during the administration of Covid business grants, where robust validation and verification became essential. Supplier evidence indicates that the automated verification controls have delivered reductions in fraud and error significantly above national averages, contributing to Ascendant Solutions Ltd receiving the King's Award for Enterprise (Innovation) in 2023.

6 PROCUREMENT APPROACH

6.1 Following advice from the Council's procurement partner, STAR procurement, a direct award can be made from the Crown Commercial Services, GCloud 15 Framework.

6.2 Ascendant Solutions Ltd are part of the GCloud 15 Framework and have therefore already evidenced their standards and certifications, security governance, operational security and the social value they provide in order to join the framework.

6.3 The social values Ascendant Solutions Ltd are committed to provide are as follows:

- **Fair work:** That offers fair wages and good working conditions. Help people get a job, stay in work, and progress in their careers, with good employment opportunities across the country.
- **Skills for growth:** Supporting growth sectors and addressing skills gaps.
- **Resilient, innovative and flexible supply chains:** Support economic growth through enabling resilient businesses, opportunities for small businesses and voluntary, community and social enterprises.
- **Sustainable procurement practices:** Reducing carbon footprints, minimising waste, and promoting the use of clean energy and green technologies.
- **Employment and training:** For those who face barriers to employment.
- **Creating a pipeline of opportunities:** For the contract workforce, reducing barriers to entry for under-represented groups.
- **Increasing productivity through physical and mental wellbeing:** In the supply chain and communities in the relevant area.

6.4 The GCloud15 Framework includes terms and conditions, a service definition document and pricing document, which provides transparency and clarity.

6.5 A full Data Protection Impact Assessment, Cyber Security Assessment, Risk Assessment and Equality Impact Assessment will be conducted as part of the procurement process.

7 PROPOSED CONTRACT AND TIMESCALES FOR IMPLEMENTATION

7.1 As outlined above, a compliant route to market has been identified in collaboration with STAR Procurement to make a direct award to Ascendant Solutions Ltd using the Crown Commercial Services GCloud 15 Framework.

7.2 If approved the contract will run for 12 months with the option to extend for a further 12 months.

7.3 The cost of the contract for 12 months is £0.039m plus VAT. An annual data retention fee would also be due following the completion of the scheme in line with the Government requested data retention requirements of £0.003m per annum rising in line with inflation.

7.4 Onboarding can be done with speed due to processes, guidance and training previously being provided and created during delivery of the 2022 Energy Rebate Scheme, which will only require a refresher session to be conducted rather than having to scope out a brand-new service with a full onboarding exercise.

8 RISKS

8.1 Delays in receiving detailed Government guidance could impact on deliverability of the Household Energy Payment Scheme in the prescribed timeframe.

8.2 It is a significant challenge to deliver the Household Energy Payment Scheme in the timescale prescribed due to the governance required for such a project and the strain on limited resources available in the enabling services, such as Information Governance and Cyber Security.

8.3 There is a risk that demand in terms of customer contacts in respect of the Household Energy Payment will impact on day-to-day delivery of core business in Council Tax and Housing Benefits due to stretched resources within Revenues and Benefits.

8.4 There is a reputational risk should there be a failure in distributing payments promptly resulting in resident complaints and political scrutiny.

8.5 There is a financial risk as, whilst the Government has committed to funding new burden costs, the level of funding is not yet confirmed. Actual administration costs could exceed funding received and there could be potential pressure on the budget if reimbursement is delayed following reconciliation.

8.6 Council Tax records need to be as up to date as possible in order to avoid eligible recipients not receiving the support due to them or ineligible households receiving the payment

8.7 Devising and administering a discretionary scheme carries the risk of high application volumes overwhelming the support available.

8.8 Fraud risks need to be managed effectively with the potential for phishing attacks on residents, fraudulent requests for payment and attempts to manipulate Council Tax records.

8.9 Data protection risks need to be mitigated due to large volumes of data having to be processed.

8.10 Accurate record keeping needs to be maintained to manage the risk of funding being impacted should there be a failure to supply evidence to show compliance with guidance when making payments.

9 RECOMMENDATIONS

9.1 As set out at the front of the report.

Report to:	**EXECUTIVE CABINET**
Date:	Wednesday, 25 November 2026
Executive Member:	Councillor Hugh Roderick – Executive Member (Finance & Resources)
Reporting Officer:	Sarah Bullock – Strategic Director, Corporate Services Amy Foots – Assistant Director, Policy, Strategy & Change
Subject:	**CORPORATE PERFORMANCE REPORT – Quarter 2 2026/27**
Report Summary:	The report provides the Quarter 2 performance update for delivery of the 2026/27 Annual Business Plan. Data for all of the Council's corporate KPIs, along with milestone updates for delivery activities over the quarter, are available via the Power BI Corporate Performance Report dashboard. This report provides an overview of notable developments by exception.
Recommendations:	Executive Cabinet are recommended to review and, subject to comments, agree the Corporate Performance Report for Quarter 2.
Alternative Options:	Not Applicable.
Council Plan:	The Council's Corporate Performance Report provides data and progress updates for the Council's Annual Business Plan 2026/27, which in-turn contributes to the achievement of all aspects of the Council Plan 2026-2030.
Policy Implications:	The effective use of performance monitoring is key for maintaining delivery against the Council's key policy commitments as detailed in the Council Plan and Annual Business Plan. The Corporate Performance Report is maintained and delivered in-line with the Council's Performance Management Framework 2026-2030.
Financial Implications: **(Authorised by the Section 151 Officer)**	There are no direct financial implications arising from this report.
Legal Implications: **(Authorised by the Director of Legal & Democratic Services (Monitoring Officer)**	There are no direct legal implications arising from this report.
Risk Management:	Effective use of data is of significant utility in monitoring service performance and supporting improvement activity.

Access to Information:	**Non-Confidential**
Background Information:	The background papers relating to this report can be inspected by contacting Alec Milner, Senior Policy Officer  Telephone: 0161 342 3905  e-mail: alec.milner@tameside.gov.uk

1. INTRODUCTION

1.1. This report presents the second quarterly Corporate Performance Report update, tracking progress against the Council's Annual Business Plan for 2026/27. This covering report provides an overview of progress, highlighting key successes, developments and areas requiring attention, across the Council's Key Performance Indicators and Business Plan Milestones.

1.2. For reference, chapter 3 of this report provides summary tables of updates to Business Plan milestones and Key Performance Indicators.

1.3. The full details of progress since Quarter 1 can be found in the live Corporate Performance Report dashboard, available online through this hyperlink:

Tameside MBC Corporate Performance Report 2026-2030

2. CORPORATE PERFORMANCE REPORT

2.1. Corporate Health

2.1.1. **Reducing Dependence on Agency Staff:** There was a small quarter-on-quarter increase of £0.111m (5%) resulting from the cumulative impact of smaller increases in spend across several of the Council's directorates. The largest single increase is in Housing, Environment, and Estates, which saw quarterly agency spend increase by £0.075m, which reflects the TUPE (Transfer of Undertakings Protection of Employment) transfer in of employees from Robertson Facilities Management to Facilities Management within Strategic Property which compromises cleaning, caretaking, events and operational functions. Long-term trends show continued reductions in spend on agency staff; spend is down compared to last year's Quarter 2 by £1.689m (42%).

2.1.2. **Recruitment Improvements:** time to hire from approval to start date has fallen from 15.96 weeks in Q1 to 12.85 weeks in Q2.

2.1.3. **Increased Sickness Absence Rates:** the number of working days lost to sickness absence per full-time equivalent (FTE) has increased from 2.60 in Q1 to 3.61 in Q2, above the ceiling target of 3.00 and equivalent to a total of 9,879 days lost. Sickness absence rates increased on the quarter across the organisation, and the three most common causes of absence were Musculo-Skeletal Problems (6.0% of days lost), Operative/Post-Operative Recovery (7.9%), and Stress/Depression/Anxiety/Other Psychological (45.7%). The Council has recently introduced an Employee Assistance Programme, which is part of a package of support available to staff to support wellbeing. It is anticipated, over time, the Employee Assistance Programme will be part of response to tackling high levels of sickness absence.

2.1.4. **Train Tameside 500:** 25 apprentices are now in post as of the end of Q2, up from 14 in Q1. There are a further 18 in train at different points in the process, with some of these expected to take up post in Q3.

2.1.5. **Revenue Budget Overspend and Recovery:** The month 6 forecast for 2026/27 is a net overspend of £12.641m on the revenue budget, down from the Month 3 forecast overspend of £15.054m. This in-year overspend is driven by rising demand, inflationary costs and specific service pressures together with a number of in year planned savings that have not yet been realised. The Council remains committed to delivering key services and supporting the borough's residents and has implemented a series of recovery measures including restrictions on discretionary spending and enhanced controls on recruitment. The continued delivery of recovery actions across Directorates will be subject to ongoing enhanced monitoring and reporting arrangements to ensure the financial challenges are minimised as far as possible over the remainder of the financial year. The council maintains a relentless focus on improving the financial position and sustainability of the Council.

2.2. **Corporate Services**

2.2.1. **Borough Strategy and Partnership Working:** the Tameside Borough Strategy 2026-2030 and Tameside Together Partnership were launched at a multi-agency event in September, bringing together the Council and key partners to commit to a shared vision for the future of Tameside. Simultaneously, the Council Plan, which was adopted by Council in Quarter 1, is now fully embedded with clear and visible alignment to the Borough Strategy.

2.2.2. **Communications Sentiment Score:** +28 in Q2, up significantly from -60 in Q1, and the target of +4. Sentiment in Q2 was driven by factors like successful cultural events and Pride in Place Impact Fund grant announcements, which boosted civic and community pride.

2.2.3. **Transformation Framework:** the transformation work programme has been reviewed, and all activities are now tracked through our project management software, providing greater oversight of progress. Work is underway to prioritise delivery activity and better deploy officer capacity. Work has begun to develop a detailed foundation and evidence base for the Adults transformation programme.

2.2.4. **Service Modernisation:** modernisation projects are underway in several areas, including improvements to Registrars as part of a national project and the review of service structures in Business Support, People and Workforce Development, and Communications. An interim Assistant Director for People and Workforce Development is in post with permanent recruitment underway.

2.2.5. **Digital Transformation:** the service continues to lead on this work programme, including through the continued roll-out of the Placecube CRM. Requirements for the waste management module have been finalised, and work has started on using the solution to

deliver improvements to the Complaints, Member Enquiries, Freedom of Information Act, and Subject Access Request services.

2.2.6. **Financial Vulnerability – Single View of a Household:** initial steps are being taken to identify Tameside residents and families who are 'financially vulnerable'. Work between Business Intelligence, Revenues & Benefits, and iNetwork's SAVVI team is developing a foundation for this approach, with the aim of including Housing, Early Help and Welfare Rights in coming months. This work has a dependency on the LLPG project, and our initial efforts will be focussed on updating this information in the necessary source systems during Quarter 3.

2.3. **Finance**

2.3.1. **Budget Setting:** the annual programme began on schedule, with key activities taking place across Quarter 2. Officers have been holding budget challenge sessions to identify opportunities and pressures, a communications plan for budget engagement activities has been agreed, and an update was provided to the Council's Scrutiny Co-ordination and Strategic Improvement Scrutiny Panel at the end of the Quarter.

2.3.2. **Service Redesign and Digital Improvements:** the Financial Management service redesign has been implemented, including recruitment to the Assistant Director of Finance post, although the service has faced challenges recruiting to other posts within the structure. The online portal for Adult Social Care financial assessments went live during Quarter 2, improving the customer experience and increasing efficiency.

2.3.3. **Days Taken to Complete a Financial Assessment:** performance has further improved, down from 38 days in Q1 to 35 days in Q2, below the ceiling target of 42 days.

2.3.4. **Digital Communication Uptake:** the proportion of outgoing communications which were sent digitally continued to increase towards the end of year targets. Council Tax: 15.4% in Q2 with a target of 20%. Non-Domestic Rates: 91.6% with a target of 93%.

2.3.5. **Streamlined Procurement Service:** work is also underway with STaR, the Council's procurement partner, to review the service as part of the Customer Experience Transformation Programme. STaR are currently holding workshops with services to review their core offer.

2.3.6. **Audit and Assurance:** a pilot version of the integrated assurance dashboard is currently being developed to include strategic risks, internal audit information, and counter-fraud cases. Additionally, transformation workstreams are progressing on target to develop and modernise the assurance function, and the Council's Audit Plan was agreed at Audit Committee in September.

2.4. **Legal & Democratic Services**

2.4.1. Activity in Quarter 2 was largely focused on delivering the Greater Manchester Mayoral election in July and progressing towards appointing Independent Persons for standards matters. Quarter 2 also saw the first Monitoring Officer's Report presented to Standards Committee and Audit Panel.

2.4.2. **Annual Canvass:** following initial data matching which took place in Quarter 1, paper forms are now being delivered to Tameside residents in the post. Work is progressing and remains on track for publication of the updated Electoral Register on 1 December.

2.4.3. **Service Redesigns:** the service redesign for Legal Services has been conducted and is now in consultation ahead of implementation and recruitment early in Quarter 3. The service redesign of Democratic Services has now commenced following schedule delays related to pressures from the local and mayoral elections in Quarters 1 and 2. Work continues to reduce overheads in Legal Services.

2.4.4. **Section 31 and Discharge Care Order Timeliness Improvements:** the average number of weeks for ongoing Section 31 proceedings improved from 33 to 28 weeks over the quarter, below the ceiling target of 31 weeks. Likewise, the percentage of Discharge Care Orders completed within 10 weeks improved from 50% to 75%, beating the target of 50%.

2.5. **Adults**

2.5.1. **Improving Pathways to Independence:** the Learning Disabilities, Autism, and Mental Health teams are currently conducting a full-scale review of all long-term services, including the in-house supported living offer, and are exploring ways to improve day services.

2.5.2. **Digital Front Door:** after making progress earlier in the year with the launch of phase one of Amazon Connect, further digital improvements to the adult social care front door are facing schedule challenges alongside other components of the Council's wider digital transformation programme.

2.5.3. **Preparation for Adulthood:** following a recent review of the PfA service by the Care Quality Commission, the team is working towards delivering improvements, including through restructuring working arrangements and by working with strategic accommodation and SEND colleagues. This service, and the transition from children's social care into adult services, will be the subject of a scrutiny review over the remainder of the year, with officers working to support this activity. In Quarter 2, 70% of young people transitioning into Adult Social Care at 18 were contacted by services in advance of their 17th birthday, a slight reduction from 71.4% in Quarter 1.

2.5.4. **Commissioning:** a corporate commissioning strategy and commissioning workforce strategy were drafted in Quarter 1, however there have been some delays in implementing

these documents. In Adult Social Care, a dedicated Commissioning Strategy and Market Position Statement have been prepared and will be approved in Quarter 3. Both of these workstreams will be progressed further in the remaining half of the year with the new Assistant Director for All Age Commissioning taking up their post in January to drive these programmes.

2.5.5. **Occupational Therapy Waiting Lists:** the number of residents waiting for an appointment with Occupational Therapy has continued to increase, rising by an additional 111 people to 638. Increased waitlists have been attributed to capacity issues within the team.

2.6. **Children's Services**

2.6.1. **Expanding sufficient care provision for children**: Work continues to progress on the second refurbished children's home which is due to open in quarter three, which is in the final phase of work. Fire safety requirements and some minor snagging issues remain as the final elements of the refurbishment are completed. Oversight is in place to ensure those requirements and deadlines are met. The SEND new build residential home, Meadowview, is progressing at pace with the structure of the building visible. Parent carer engagement will commence in quarter 4 to shape the internal design and fitting out of the home.

2.6.2. **Employment, skills and lifelong learning**: The service hosted the most successful jobs fair to date at Dukinfield Town Hall at the end of September. A record-breaking 1,170 residents attended the free drop-in event and took the opportunity to meet employers face-to-face, more than 40 employers and 20 training and support providers came together to showcase opportunities and offer careers advice, helping residents explore new job prospects and pathways into work, providing access to hundreds of employment opportunities in one location. The jobs fair provided a valuable opportunity for residents to discover the wide range of roles available across different sectors and find out more about the companies and organisations recruiting in the area. Employers in attendance included Tameside and Glossop NHS Foundation Trust, Manchester Airport, Greater Manchester Pension Fund, Army Royal Artillery, and PureGym. There was also support from training providers such as Mantra Learning, Construction Skills Academy, and Tameside College. Attendees could apply to full-time and part-time jobs live on the day and learn about opportunities they were not previously aware of.

2.6.3. **SEND:** The data this quarter evidences the significant improvement achieved in timeliness in EHCP plans and an improving picture for annual reviews. Since March of this year, we have issued more plans within 20 weeks in comparison to our rates in 2025. At the end of August 2026, we out-performed all National LAs 2025, NW LAs 2025 and GM LA's 2025 outcomes. More annual reviews are being held this year than previous years. In June and July 660 reviews were held before the summer school break in comparison to 445 for the same period the previous year. Additionally in this quarter the DfE conducted a detailed stocktake, alongside NHS England, in order to measure progress against the 2025 improvement notice. Alongside ICB colleagues, the council provided detailed reports against

all 6 priority actions, evidencing achievement of a number of the key actions arising from the 2025 inspection. This includes the previous Cabinet approval to capital improvements to support Inclusion Bases which has resulted in more children enjoying those small specialist provisions in their local schools, with an additional 248 places in primary and 20 in secondary now in operation.

2.6.4. **EHCP Assessments and Timeliness:** over Q2, 98.8% of EHCPs were issued within the statutory 20-week timescale, up from 66% in Q1. This is the third consecutive period of improved performance with Tameside now significantly outperforming the national average of 46.1%. The proportion of EHC Assessments not resulting in a Plan being issued has fallen back to 7.1% after spiking to 15% in Q1, although performance remains above the ceiling target of 6%.

2.6.5. **Families First Partnership Programme:** work on implementing the programme has continued at pace throughout Quarter 2, including a deep dive session on progress held with the Department for Education which indicated that the Council has made significant progress against our targets.

2.6.6. **Family Group Conferencing Model:** the first phase of training has been completed, and the group conferencing offer is now live and delivering support to families through a targeted offer. The second phase of training on this innovative model is ongoing ahead of a wider roll-out of Family Group Conferencing in the coming quarters.

2.6.7. **Digital Solution for NEET Tracking and Support:** work in Quarter 2 has included engagement with the Milburn taskforce. The Council's Children's Services Scrutiny Panel will be conducting a review of Exclusions, Alternative Provision, and NEET which will be supported by an in-depth analysis of Council data on the existing NEET cohort. The service is working to develop this analysis which will also support with establishing integrated information sharing to identify and support young people.

2.7. **Housing, Environment, and Estates**

2.7.1. **Summer Cultural Programme:** the Summer cultural events programme was delivered successfully, and over 26,000 people attended and participated. The school holidays also saw the Summer Reading Challenge take place in libraries, with more than 1,800 children taking part. Across the first two quarters of the year, the Council has hosted 71 cultural events which have attracted a combined 691,210 participants, against full year targets of 160 and 900,000 respectively.

2.7.2. **Common Housing Allocation Scheme:** a significant milestone for the Housing team was the approval to establish a new choice-based letting system and common housing allocation scheme by Executive Cabinet in September. Approval is subject to consultation which will take place in Quarter 3.

2.7.3. **Public Realm and Highway Safety Projects:** public realm works in Stalybridge made significant progress, with Armentieres Square being completed and works on Market Street and Melbourne Street ready to commence immediately at the start of Quarter 3. In Ashton, delays have been experienced on the Market Square project, but wider improvement works in the surrounding areas have begun. Additionally, the second tranche of ten highways safety improvement programmes was approved to enter detailed design by Executive Cabinet.

2.7.4. **Increased Parking Usage:** the number of pay and display parking episodes per space per day is continuing to climb towards the target of 2, increasing from 1.8 to 1.9 from Q1 to Q2. Parking episodes have been climbing steadily since the introduction of the two hours free parking scheme, and almost 73% of episodes in Q2 were on the free parking tariff.

2.7.5. **Climate and Environment Strategy:** the draft strategy and associated action plan were considered by Executive Cabinet, and approval was granted to conduct a public consultation. This will take place in Quarter 3.

2.7.6. **Fly Tipping and Enforcement:** the number of reported fly-tipping incidents fell by 27.7% from 664 incidents in Q1 to 480 incidents in Q2, continuing the trend of long-term reductions after temporarily spiking in Q4 last year. Over the same quarter, 48 enforcement actions were taken against fly tippers, 4 fewer than Q1 and remaining below the quarterly target of 80.

2.8. **Strategic Growth**

2.8.1. **Mayoral Development Corporation:** the Council's Executive Cabinet and the Greater Manchester Combined Authority have approved that the MDC for Ashton and Stalybridge should be established, and a letter has been submitted to the Secretary of State seeking formal approval.

2.8.2. **Town Centre Regeneration:** work is progressing in Ashton and Stalybridge, and plans for public realm improvements in Denton have entered detailed design and a contractor has been appointed for the works at Denton Town Hall.

2.8.3. **Delivering Pride in Place:** progress has been made with both of Tameside's ten-year Pride in Place programmes. The Hattersley programme Board has been appointed and is undertaking engagement to inform the development of the Hattersley Regeneration Plan. Meanwhile, the Ashton programme is actively delivering capital and revenue projects.

2.8.4. **Capital Investment in Towns:** the Council invested a combined £7.3m in capital projects for placemaking and public realm over the first half of the year; £3.1m has been invested in public realm works including Ashton and Stalybridge, against a target of £14m. An additional £4.2m has been invested in placemaking against a target of £10m, including accessibility improvements to Stalybridge Library.

2.9. **Public Health**

2.9.1. **Leisure and Physical Activity:** significant progress has been made, and a new Head of Leisure and Physical activity has been appointed to oversee this work. The procurement strategy and service specification design for leisure provision have been completed and a report on the delivery of a pump track in Hyde has been approved by Executive Cabinet.

2.9.2. **Joint Strategic Needs Assessment:** the Gender-Based Violence Needs Assessment is now complete and in use, informing the development of the Gender-Based Violence Strategy. Quarter 2 has seen the development of a Care Experience Needs Assessment, an in-year addition to the work programme. This will be finalised in Quarter 3 to support the upcoming Children's Services monitoring visit, alongside the Early Years Needs Assessment.

2.9.3. **Crisis Resilience Fund:** the first component of the new crisis support offer is now live with the first Community Grocery site opening to customers in Hattersley.

2.9.4. **Live Well:** the Live Well delivery plan has been developed, and a small number of sites have been identified for potential new Live Well centres. Progress has also been made on the Enhanced Live Well programme for those facing multiple-disadvantage; development workshops have been held and a hub site identified.

2.9.5. **Connect 5 and Mental Health Support:** although investment in Connect 5 has been paused this year, work to support mental health providers and VCFSE partners continues through regular Mental Health Round Tables, helping partners to manage demand and collaborate more closely.

2.9.6. **Increased Uptake of the Lifestyle Service:** the number of clients in the Lifestyle service has increased by 130% for Q1 to Q2, with 198 people seen. This service supports residents to increase their physical activity and form healthy habits, aiming to empower residents to improve their wellbeing. Uptake of the service in Q2 is significantly above the service's target of 58 people per quarter.

3. SUMMARY TABLES

3.1. Corporate Health

3.1.1. Corporate Health Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
FTE Positions	Q2 2026/27	2,645.5	Higher	Higher
Agency Staffing Spend	Q2 2026/27	£2.337m	Worsening	Improving
Days Lost per FTE	Q2 2026/27	3.61	Worsening	Worsening
Staff Survey Engagement	2026	53%	N/A	Improving
Time to Hire in Weeks (from approval to start date)	Q2 2026/27	12.85	Improving	N/A
Number of Complaints per 1,000 Residents	Q2 2026/27	1.46	Worsening	N/A
Number of Local Government and Social Care Ombudsman Contacts Received	Q2 2026/27	16	Worsening	N/A
Percentage of complaint decisions upheld by the Ombudsman	Q2 2026/27	100%	Improving	N/A
Percentage of Freedom of Information/Environmental Information Regulation requests responded to on time	Q2 2026/27	70.4%	Improving	N/A
Percentage of Subject Access Requests responded to on time	Q2 2026/27	45.1%	Worsening	N/A
Number of Data Breach Incidents	Q2 2026/27	49	Improving	N/A
Number of Data Breach Near Misses	Q2 2026/27	1	Improving	N/A
Percentage Gender Pay Gap	2024/25	1.99%	N/A	N/A
Annual Staff Turnover	Q2 2026/27	9.55	Lower	N/A
Percentage of staff whose mandatory training is up-to-date	Q2 2026/27	49%	N/A	N/A
Apprenticeship Levy Spend	Q2 2026/27	£0.094m	Lower	N/A
Number of Apprenticeships Delivered Against a Target of 50	Q2 2026/27	25	Improving	N/A
Forecast Outturn	Q2 2026/27	£326.774m	Improving	N/A
Forecast Budget Variance	Q2 2026/27	£12.641m	Improving	N/A

3.2. **Corporate Services**

3.2.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Policy, Strategy, & Change	Borough Strategy	On Track
Policy, Strategy, & Change	Council Plan	On Track
Policy, Strategy, & Change	TMBC Data Strategy	On Track
Policy, Strategy, & Change	Deliver in-year Transformation savings	Review
Policy, Strategy, & Change	Develop multi-year Transformation priorities	Review
Executive Support	Launch new, technology enabled Complaints/ Registrars Service	On Track
Executive Support	Business Support Review	On Track
People & Workforce Development	Development and modernisation of service	On Track
People & Workforce Development	Refreshed People Plan	On Track
People & Workforce Development	Deliver Train Tameside 500 commitment	On Track
Digital, IT, & IG	Launch new Council website	On Track
Digital, IT, & IG	Launch Customer Relationship Management software	Review
Digital, IT, & IG	Modernise hardware and productivity tools	On Track
Digital, IT, & IG	Continue delivery of improvements in Information Governance processes	Review
Digital, IT, & IG	I-Network delivery	On Track
Communications	Content Strategy and Branding	On Track
Communications	Develop strategic Comms Networks	On Track
Communications	Review service structure	Review
Communications	Develop a place narrative to support strategic growth	On Track

3.2.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
External Communications Sentiment Score	Q2 2026/27	28	Improving	Improving
Percentage of complaints responded to within 15 to 20 days	Q2 2026/27	74.00%	Worsening	
Uptakes of Salary Sacrifice Processed	Q2 2026/27	£106,219	Improving	
Percentage of employees taking up Salary Sacrifice	Q2 2026/27	14.80%		

Failure Demand- Number of IT Support Tickets	Q2 2026/27	6,655	Worsening	Improving
Percentage of IT Support Tickets Resolved Within 6 Hours	Q2 2026/27	77.00%	Worsening	Worsening
Number of self-service payment transactions through the Tameside Council website	Q2 2026/27	30,895	Worsening	
Percentage of High Risk Data Breaches Reported to the ICO Within 72 Hours	Q2 2026/27	50.00%	Improving	Improving
Percentage of Births Registered Within 42 Days	Q2 2026/27	99.00%	No Change	Improving
Percentage of Deaths Registered Within 5 Days of Receiving MCCD	Q2 2026/27	97.00%	No Change	Worsening

3.3. **Finance**

3.3.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Financial Management	Improve User Functionality & reporting of the financial management system	Review
Financial Management	Full rebuild of the 2027/28 budget and implementation of Capital and Reserves strategies	On Track
Financial Management	Finance redesign and digital improvements to enhance service delivery	On Track
Financial Management	Streamlined procurement service	On Track
Revenues & Benefits	Deliver measurable improvements to the resident journey	Review
Revenues & Benefits	Implement Financial Health Checker System to maximise resident income and support	On Track
Revenues & Benefits	Improvement of service delivery and processes to improve collection, debt reduction and customer experience	On Track
Assurance	Introduce AI and Data-Driven Audit Delivery	On Track
Assurance	Develop Real Time Insight	Complete
Assurance	Develop the Assurance Function to Improve Organisational Resilience	On Track
Assurance	Develop and Embed Integrated Assurance Dashboard	On Track

3.3.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Percentage of audits using full population data analysis	Q2 2026/27	New Indicators - These are new KPI's and we are working with our new		

Number of days taken to complete an audit cycle	Q2 2026/27	Partner SWAP during the transition to provide these figures.		
Percentage of implemented audit recommendations within agreed timescale	Q2 2026/27			
Average number of days taken to complete a financial assessment	Q2 2026/27	35	Improving	Improving
Percentage of Revenues and Benefits enquiries resolved at first contact	Q2 2026/27	76.0%	No Change	
Percentage of Non Domestic Rates collected in year	Q2 2026/27	55.8%	Improving	Worsening
Percentage of council tax collected in year	Q2 2026/27	53.6%	Improving	Improving
Percentage of Housing Benefit overpayments recovered (cumulative)	Q2 2026/27	25.0%	Improving	
Percentage of sundry debts recovered (excluding adult social care) - (cumulative)	Q2 2026/27	86.2%	Improving	Improving
Digital communication uptake: Percentage of outbound communication issued digitally (email/SMS/portal) - council tax	Q2 2026/27	15.4%	Improving	
Digital communication uptake: Percentage of outbound communication issued digitally (email/SMS/portal) - Non Domestic Rates	Q2 2026/27	91.6%	Improving	
Forecast revenue outturn variation compared to the budget	Q2 2026/27	£12.6m	Improving	
Percentage of identified savings delivered	Q2 2026/27	3.9%	No Change	
Percentage of procurement Invoices paid within 30 days	Q2 2026/27	93.9%	Improving	Worsening
Percentage of purchase orders with local companies	Q2 2026/27	10.1%	Worsening	Improving

3.4. **Legal & Democratic Services**

3.4.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Democratic Services	Delivery of a fair and unchallenged election	Complete
Democratic Services	Implementation of neighbourhood model	Complete
Democratic Services	Annual council inc. mayor-making	Complete
Democratic Services	Undertake service review	On Track
Democratic Services	Member induction to all new and re-elected members	Complete
Democratic Services	Deliver School Appeals	On Track
Democratic Services	Deliver Annual Canvass	On Track
Legal Services	Bring in a balanced budget for service	On Track
Legal Services	Service Redesign & Restructure	On Track

Legal Services	Ongoing support to children's Improvement Plan in response to Ofsted inspection	On Track

3.4.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Delivery of fair and unchallenged elections	Q2 2026/27	100%		
Percentage of new and re-elected members who received a member induction within 1 month of the election	Q2 2026/27	100.0%	No Change	
Percentage response rate to the annual canvass	Q3 2025/26	90.7%		
Updated electoral register published by 1st December	Q2 2026/27			
Percentage of school appeals that take place within the statutory time limit of 1 month	Q2 2026/27	100.0%	No Change	
Number of public law proceedings taking over 90 weeks	Q2 2026/27	3.0	Worsening	
Average weeks of ongoing Section 31 proceedings	Q2 2026/27	28	Improving	
Percentage of Discharge Care Orders completed within 10 weeks of first hearing	Q2 2026/27	75.0%	Improving	
Percentage of successful prosecutions in quarter	Q2 2026/27	66.6%		
Percentage of staff who are agency	Q2 2026/27			

3.5. **Adults**

3.5.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Integrated Care and Support	Deliver care prevention and deflection model in neighbourhoods working with health embedding Live Well in Tameside	On Track
Integrated Care and Support	Developing a digital front door for Adult Social Care and Technology Enabled Care being utilised at all levels	Review
Integrated Care and Support	Strengthening a Therapy Led Reablement offer to maximise a person's independence and is considered before a long-term commissioned service	Review

Learning Disabilities, Autism & Mental Health	Ongoing development of long term services creating pathways to independence, resilience and reablement	On Track
Learning Disabilities, Autism & Mental Health	Develop robust infrastructure to support young people to prepare for Adulthood	Review
Safeguarding, Quality and Practice	Implement 3 Conversation model across all teams	On Track
Safeguarding, Quality and Practice	Progressing the ongoing development across all safeguarding processes	On Track
Safeguarding, Quality and Practice	Ongoing assurance of quality and improvements across the whole sector	On Track
Safeguarding, Quality and Practice	The continual development of the adult social care workforce strategy including induction processes, apprenticeships and training and support for managers	On Track
Adults Commissioning (part of All-Age Commissioning)	Develop & implement Corporate Commissioning Strategy & Commissioning Workforce Strategy	Review
Adults Commissioning (part of All-Age Commissioning)	Implement Provider Quality Improvement Strategy & deliver Adult Social Care Commissioning Strategy & Market Position Statement	On Track
Adults Commissioning (part of All-Age Commissioning)	Review and strengthen strategic approach to working with VCSFE organisations ensuring community engagement & delivery against Borough Strategy	On Track

3.5.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
People Receiving Long-Term Support per 100,000 (18-64)	Q2 2026/27	851 per 100k	Worsening	Worsening
People Receiving Long-Term Support per 100,000 (65+)	Q2 2026/27	4,774 per 100k	Improving	Improving
Percentage of Service Users Receiving Direct Payments	Q2 2026/27	20.3%	Improving	Improving
Percentage of Service Users in Community-Based Services/At Home	Q2 2026/27	73.2%	Worsening	Improving
Percentage of Short-Term Service Recipients Going On to have No or a Reduced Package of Care (Rolling 12 Months)	Q2 2026/27	75.7%	Improving	Improving
Percentage of Annual Reviews Overdue	Q2 2026/27	29.2%	Improving	Worsening
New Permanent Residential/Nursing Care Admissions per 100,000 (18-64) (Rolling 12 Months)	Q2 2026/27	17.2 per 100k	Improving	Improving

New Permanent Residential/Nursing Care Admissions per 100,000 (65+) (Rolling 12 Months)	Q2 2026/27	683 per 100k	Improving	Improving
Percentage of Contacts Resolved at the Front Door (No Assessment) (Rolling 12 Months)	Q2 2026/27	38.7%	Worsening	Improving
Percentage of People with a Repeat Contact within 12 Months	Q2 2026/27	28.7%	Improving	Improving
Percentage of Carers Receiving a Direct Payment	Q2 2026/27	70.1%	Worsening	Improving
Percentage of Residential Placements Out of Borough	Q2 2026/27	20.5%	Improving	Worsening
Percentage of Providers Rated Good or Outstanding by the CQC - Care Homes	Q2 2026/27	68.8%	Worsening	Worsening
Percentage of Providers Rated Good or Outstanding by the CQC - Domiciliary	Q2 2026/27	89.0%	Improving	Improving
Percentage of People with Community Response Services (Not with a Long-Term Service)	Q2 2026/27	63.7%	Worsening	Worsening
Number of People Awaiting an Occupational Therapy Appointment	Q2 2026/27	638	Worsening	Worsening
Percentage of Section 42 Safeguarding Enquiries Where the Risk was Reduced or Removed (Rolling 12 Months)	Q2 2026/27	89.2%	Improving	Improving
Percentage of Safeguarding Concerns Going On to a Section 42 Enquiry (Rolling 12 Months)	Q2 2026/27	21.4%	Improving	Improving
Percentage of Young People who Moved from Children's Social Care to Adult Social Care on their 18th Birthday Where the Contact was Raised Prior to Them being 17	Q2 2026/27	70.0%	Worsening	

3.6. **Children's Services**

3.6.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Early Help and Family Help Transformation	Continued Families First Partnership Programme Implementation	On Track
Early Help and Family Help Transformation	Draft Early Help Strategy	Complete
Early Help and Family Help Transformation	Parenting Strategy Launch/Best Start in Life Champion Programme	On Track
Early Help and Family Help Transformation	Early Years Strategy launch	Complete

Early Help and Family Help Transformation	Family Group Conferencing service delivery model implemented	On Track
Children's Social Care	Two more Council children's homes open	Review
Children's Social Care	Children with Disabilities improvements short breaks review commences	On Track
Children's Social Care	Complex Safeguarding action plan approved	Complete
Children's Social Care	Induct new Independent Scrutineer	Complete
Children's Social Care	Go live of Meadow View New Build	On Track
Education & Inclusion	Virtual School Ambition Charter Release	On Track
Education & Inclusion	Implementation of 2nd phase of SEND resource provisions	Complete
Education & Inclusion	Lead national SEND consultation locally	Complete
Education & Inclusion	Review of education safeguarding model	Complete
Education & Inclusion	Development of early years and schools assurance model	On Track
Employment & Skills	Development of NEET tracking and support digital solution	Review
Employment & Skills	Supported employment & internship delivery plan implemented	On Track
Employment & Skills	Digital inclusion offer expansion	Action
Employment & Skills	Delivery of Greater Manchester funded employment and skills support to residents of all ages to enter, or return to, education, employment or training	On Track

3.6.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Percentage of Care Leavers Aged 19-21 in suitable accommodation	Q2 2026/27	92.0%	No Change	Improving
Percentage of Care Leavers Aged 19-21 in Touch	Q2 2026/27	97.0%	Improving	Improving
Percentage of Care Experienced in Education, Employment or Training (EET) aged 19-21	Q2 2026/27	50.0%	Improving	Improving
Percentage of Initial Child Protection Conferences held withing 15 working days	Q2 2026/27	71.0%	Improving	Improving
Number of children subject to Section 47 safeguarding enquiries per 10,000	Q2 2026/27	341 per 10k	Improving	Improving
Number of children subject to a Child Protection Plan per 10,000	Q2 2026/27	78.0 per 10k	Improving	Improving
Percentage of children subject to Child Protection Plan for a second/subsequent time	Q2 2026/27	22.0%	Improving	Improving

Number of open cared for children cases per 10,000	Q2 2026/27	106 per 10k	Improving	Improving
Percentage of Children's Social Care referrals within 12 months of a previous referral	Q2 2026/27	29.0%	Worsening	Worsening
Percentage of children experiencing 3 or more changes of social worker within 12 months	Q2 2026/27	13.0%	Worsening	Improving
Number of referrals to Children's Social Care per 10,000 children	Q2 2026/27	741 per 10k	Worsening	Improving
Number of Children in Need per 10,000	Q2 2026/27	467 per 10k	Worsening	Improving
Number of Early help assessments completed	Q2 2026/27	42	Worsening	Worsening
Percentage of children with a good level of development at the Early Years Foundation Stage (School Readiness)	Q2 2026/27	67.0%	Improving	Improving
Number of children missing from education	Summer (2025/26)	165	Worsening	Worsening
Rate of children missing from education	Summer (2025/26)	0.43%	Improving	Worsening
Rate of permanent exclusions from schools - Overall	Summer (2025/26)	0.1	Worsening	Improving
Rate of permanent exclusions from schools - SEN EHCP	Summer (2025/26)	0.2	Worsening	Improving
Rate of permanent exclusions from schools - SEN Support	Summer (2025/26)	0.2	Worsening	Worsening
Rate of suspensions from schools - overall	Summer (2025/26)	6.5	Improving	Improving
Rate of suspensions from schools - SEN EHCP	Summer (2025/26)	11.1	Improving	Worsening
Rate of suspensions from schools - SEN Support	Summer (2025/26)	9.6	Improving	Improving
Number of children receiving elective home education	Summer (2025/26)	474	Worsening	Worsening
Rate of children receiving elective home education	Summer (2025/26)	1.36%	Worsening	Worsening
Percentage of children achieving the expected standard at Key Stage 2 in Reading/Writing and Maths	Q2 2026/27	61.9%	Improving	Improving
Percentage of children achieving grades 5-9 in English and Maths at GCSEs	Q2 2026/27	43.3%	Improving	Improving
Percentage of 16-17 year olds who are Not in Education, Employment or Training	Q2 2026/27	4.8%	Worsening	Improving
Number of people aged 16+ helped through Employment and Skills	Q2 2026/27	1,512	Improving	

Number of initial requests for Education Health & Care assessment received per 10,000	Q2 2026/27	28	Improving	Improving
Percentage of Young People that proceed to assessment and an EHCP is not issued	Q2 2026/27	7.1%	Improving	Worsening
Percentage of Education, Health and Care Plans issued within 20 weeks (excluding exceptions)	Q2 2026/27	98.8%	Improving	Improving
Percentage of EHCPs older than 1 year with review completed in the last 12 months	Q2 2026/27	91.0%	Improving	Improving
Number of appeals to the tribunal following decision: a) not to assess	Q2 2026/27	13.0	Worsening	Worsening
Number of appeals to the tribunal following decision: b) not to issue a plan	Q2 2026/27	2.0	Improving	Worsening
Percentage of workforce who are agency staff	Q2 2026/27	13.3%	Improving	
Annual Staff turnover	Q2 2026/27	12.2%	Worsening	
First Time Entrants into the Youth Justice Service per 100,000	Q2 2026/27	92.4 per 100k	Worsening	Improving
Re-offending rate within the Youth Justice cohort	Q2 2026/27	2.1	Improving	Improving

3.7. **Housing, Environment, and Estates**

3.7.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Strategic Property	Asset plans for adults and children	Complete
Strategic Property	Implement strategic and service asset management plans	On Track
Strategic Property	Climate and Environment Strategy & Delivery Plans	On Track
Strategic Property	Electric Vehicle Infrastructure Strategies	On Track
Strategic Property	Delivery of new heat and energy networks	Review
Strategic Property	Insourcing of Facilities Management from Robertsons	Complete
Strategic Property	Facilities Management Capital Projects (incl. Hyde Town Hall, Ashton Old Library, and identification of leisure facility for Ashton)	Review
Housing	Housing Strategy and action plan	On Track
Housing	Choice-Based Letting System	On Track
Housing	Empty Homes Programme	On Track
Housing	Delivery of Homelessness Strategy Action Plan	On Track
Housing	Develop single Private Rented Housing function	On Track

Environment	Vehicle Replacement Programme and Bartec (waste in-cab technology) implementation	Review
Environment	CCTV improvements and upgrades to system	On Track
Environment	Programme of Cultural Events	On Track
Environment	Town centre regeneration including Stalybridge cultural quarter/public realm and Ashton Market square	On Track
Environment	National Heritage Lottery Foundation Ten Year Plan	On Track
Environment	Highway Asset Management Plan (HAMP) including delivery of Highway Road Safety Plan	On Track
Environment	Implementation of Renter's Right Act including Landlord Database	On Track
Environment	Roll out new Bereavement IT system	On Track
Building Control & Ecology Unit	Delivery of Biodiversity Net Gain (BNG) sites	On Track
Building Control & Ecology Unit	Introduce Building Safety Levy (BSL)	On Track
Building Control & Ecology Unit	Implement new structure to comply with building safety act	On Track

3.7.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Number of public Electric Vehicles charging sockets installed	Q2 2026/27	53	No Change	
Overall pollution level based on the active funded monitoring sites - Nitrogen Dioxide (NO2)	Q2 2026/27	17.7	Improving	
Overall pollution level based on the active funded monitoring sites - Nitrogen Dioxide (PM2.5)	Q2 2026/27	7.8	Worsening	
Crime Rate per 1,000 residents	Q1 2026/27	26.0 per 1,000	Worsening	Improving
Number of library visits per 1,000 residents	Q2 2026/27	388 per 1,000	Improving	Improving
Number of Items issued by libraries, per 1,000 residents	Q2 2026/27	1,307 per 1,000	Improving	
Number of calls to the contact centre	Q2 2026/27	17,825	Worsening	Improving
Percentage of calls to the contact centre answered	Q2 2026/27	87.8%	Improving	Improving
Percentage of answered calls to the contact centre that were considered unavoidable	Q2 2026/27	80.0%	Improving	Improving

Number of cultural events and activities held within public spaces	Q2 2026/27	71	Improving	Improving
Number of participants at cultural events	Q2 2026/27	691,210	Improving	Improving
Number of fly-tipping incidents	Q2 2026/27	480	Improving	Improving
Number of fly-tipping enforcement actions taken	Q2 2026/27	48	Worsening	Worsening
Number of vacant dwellings brought back into use	Q2 2026/27	0.0	No Change	
Number of households placed in temporary accommodation	Q2 2026/27	401	Improving	Improving
Percentage of temporary placements in Bed & Breakfast (with children)	Q2 2026/27	4.5%	Worsening	Improving
Percentage of Local Authority A roads that should be considered for maintenance	Q4 2024/25	5.0%	No Change	No Change
Percentage of Local Authority B and C roads that should be considered for maintenance	Q4 2024/25	2.8%	Improving	Improving
Percentage of Local Authority unclassified roads that should be considered for maintenance	Q4 2024/25	23.0%	Worsening	Worsening
Number of potholes filled or removed via resurfacing on the carriageway - cumulative	Q2 2026/27	2,595	Worsening	
Percentage of household waste recycled	Q1 2026/27	50.1%	Improving	Worsening
Amount of residual household waste (waste not sent for recycling) - kg per household	Q1 2026/27	91.8	Worsening	Worsening
Number of parking episodes per space per day	Q2 2026/27	1.9	Improving	Improving
Number of people helped to claim benefits they're entitled to through Welfare Rights	Q2 2026/27	696	Improving	

3.8. **Strategic Growth**

3.8.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Development & Major Programmes	Inclusive Growth Strategy Refresh	On Track
Development & Major Programmes	Mayoral Development Corporation established	On Track

Development & Major Programmes	Capital programme delivery (Ashton Levelling Up Fund, Stalybridge Capital Regeneration Programme, Denton Levelling Up Fund, EDRFG Programme)	On Track
Development & Major Programmes	Pride in Place delivery for Ashton and Hattersley	On Track
Development & Major Programmes	Ashton Town Centre land assembly and priority sites	On Track
Development & Major Programmes	Develop plans for a new leisure and pool facility within Ashton	On Track
Development & Major Programmes	Strategy agreed to deliver Ashton Moss	On Track
Development & Major Programmes	Godley Green Garden Village progressed to delivery	On Track
Development & Major Programmes	Registered Provider sites programme delivered	On Track
Development & Major Programmes	Tameside Business Expo and engagement programme	On Track
Development & Major Programmes	Promote the Borough as a place for Growth	On Track
Planning & Strategic Transport	Undertake service review to ensure capacity for strategic growth delivery – planning and strategic transport	On Track
Planning & Strategic Transport	Homes Spaces Places: progress through to publication stage and submission to PINS by December 2026, including supporting work	On Track
Planning & Strategic Transport	Progress and complete key strategic transport studies (including TOC Rail Corridor Study, Ashton TfD, Tameside Transport Strategy)	On Track
Planning & Strategic Transport	Provide key inputs into Mayoral Development Corporation strategy development	On Track
Planning & Strategic Transport	Recruit engineers to develop outline business cases and bid for funding for transport scheme delivery across the Borough	On Track
Planning & Strategic Transport	Progress and adopt the Houses of Multiple Occupation Supplementary Planning Document	Completed
Planning & Strategic Transport	Maximise discretionary income to ensure a sustainable service	On Track

3.8.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Median Annual Income, Full-Time Workers	Q3 2025/26	£33,949	Improving	Improving

Number of active enterprises per 1,000 residents	Q3 2024/25	29.4 per 1,000	Worsening	Worsening
Number of high growth enterprises per 100 enterprises	Q3 2024/25	0.2 per 100	Worsening	Worsening
Gross Value Added per head	Q3 2023/24	£27,164	Improving	Improving
Employment rate (working age population)	Q1 2026/27	71.9%	Worsening	Worsening
Employment rate (Under 25)	Q1 2026/27	40.9%	Worsening	Worsening
Total rateable value for businesses	Q2 2026/27	£181,136,907	Improving	
Percentage of children living in low income households	Q3 2025/26	27.0%	Worsening	Worsening
Newly built homes for social rent and affordable housing	Q4 2025/26	4.3%	Worsening	Worsening
Percentage delivery of annual house building target (based on Homes, Spaces and Places)	Q2 2026/27	25.5%	Improving	
Percentage of major planning decisions made on time	Q2 2026/27	100.0%	No Change	No Change
Percentage of non-major planning decisions made on time	Q2 2026/27	97.0%	Improving	Improving
Number of major planning applications overturned on appeal	Q2 2026/27	0.0	No Change	
Number of non-major planning applications overturned on appeal	Q2 2026/27	2.0	Worsening	
Net number of new homes - cumulative	Q2 2026/27	124	Improving	
Gross Square metre of new commercial floor space delivered for Industry and Warehousing - cumulative	Q2 2026/27	2,978	Improving	
Gross Square metre of new commercial floor space delivered for Office - cumulative	Q2 2026/27	0.0	No Change	
Number of homes delivered on brownfield land as a percentage of all homes delivered	Q4 2025/26	87.6%	Improving	Improving
Capital investment in public realm	Q2 2026/27	£3.1m	Improving	
Capital investment in placemaking	Q2 2026/27	£4.2m	Improving	
Average number of weekly journeys by Metrolink on Ashton Line	Q2 2026/27	777,000	Worsening	Improving
Number of Bus journeys started in Tameside	Q2 2026/27	2,963,197	Worsening	Improving

Average number of weekly journeys by Beenetwork rail in Tameside (TfGM) - only available from Q4 26/27				

3.9. **Public Health**

3.9.1. Business Plan Milestones:

Business Unit	Deliverable	Rating
Core Public Health and Commissioning	Families First reforms, service co-location	On Track
Core Public Health and Commissioning	Gender Based Violence Strategy 2026-31	On Track
Core Public Health and Commissioning	Trauma Responsive Plan	On Track
Core Public Health and Commissioning	Support implementation of crises and resilience fund (Welfare Rights)	On Track
Core Public Health and Commissioning	Connect 5 procurement	Review
Core Public Health and Commissioning	Tiered workforce development plan for trauma-responsive practice	On Track
Health Improvement	Active Tameside Service Redesign and Procurement	On Track
Health Improvement	Support delivery of pump track development in Hyde	On Track
Intelligence	Deliver Needs Assessments e.g. Serious violence; sexual health; early years	On Track
Intelligence	Be Well Improvement Plan for data sharing with primary care	On Track
Health Protection	Plan and run mock health protection scenario involving key partners	Complete
Health Protection	Establish and lead strategic group for immunisations and screening	Review
Health Protection	Oversee delivery of staff flu vaccination programme	On Track
Health Protection	Monitor, respond to and manage cases and outbreaks of infectious diseases	On Track
VCFSE & Live Well	Neighbourhood health model development	On Track
VCFSE & Live Well	Community Navigation Service Commencement	On Track
VCFSE & Live Well	Develop Tameside VCFSE Accord	On Track
VCFSE & Live Well	Delivery of Live Well Programme	On Track
VCFSE & Live Well	Ageing in Place (Live Well) delivery plan	On Track
VCFSE & Live Well	Core VCFSE Local Infrastructure Organisation Contract Review	On Track

3.9.2. Key Performance Indicators:

Indicator	Latest Period	Value	Compared to Previous Quarter	Compared to same Quarter Last Year
Percentage of new mothers smoking at time of delivery	Q1 2026/27	3.7%	Improving	Improving
Percentage of reception aged children taking part in supervised tooth brushing activity	Q2 2026/27	37.0%	Improving	Improving
Percentage of new mothers breast-feeding at 6-8 weeks	Q1 2026/27	53.7%	Improving	Worsening
Number of clients engaged in structured drug or alcohol treatment	Q1 2026/27	2,301	Worsening	Worsening
Number of successful smoking quitters at 4 weeks	Q4 2025/26	476	Improving	Improving
Number of clients seen in the Lifestyle Service	Q2 2026/27	198	Improving	Improving
Percentage of statutory Health Visiting appointments completed within timescales	Q1 2026/27	94.0%	Worsening	
Percentage of repeat victims of domestic abuse	Q2 2026/27	10.9%	Improving	Worsening
Percentage uptake of influenza vaccinations age 65+	Q4 2024/25	70.6%	Worsening	Worsening
Percentage of children meeting a good level of development at 2-2.5 year review	Q1 2026/27	82.2%	Improving	Improving
Number of Health Checks delivered to the eligible population	Q1 2026/27	948	Worsening	Improving
Number of visits to Active Tameside - Placeholder				
Number of people prescribed Long Acting Reversible Contraceptive (excluding injections) per 1,000	Q4 2023/24	35	Worsening	Worsening

4. RECOMMENDATIONS

4.1. As set out at the front of the report.

Report to:	**EXECUTIVE CABINET**
Date:	16th December 2026
Executive Member:	Cllr Hugh Roderick – Exec Member Finance & Resources
Reporting Officer:	Amy Foots – Assistant Director, Policy, Strategy & Change
Subject:	**PRIDE IN PLACE IMPACT FUND UPDATE**
Report Summary:	The Pride in Place Impact Fund is a time-limited, 100% capital programme providing up to £1.5m per selected local authority across 2025/26 and 2026/27 to deliver visible improvements that rebuild community pride by March 2027. Following the allocation of the fund, this paper provides an update on delivery of the projects funded. This paper also seeks agreement to the approach set out for the reallocation of any funds returned due to any underspend following project completion or resulting from non-delivery and any necessary adjustments to allocations arising.
Recommendations:	Executive Cabinet are recommended to: 1. Note the progress to date on delivery of projects 2. Agree the approach set out in 4.2 to the reallocation of funds resulting from underspend or non-delivery 3. Agree revisions to the previously published information in the August 2026 Cabinet report which contained inaccuracies.
Alternative Options:	That a process for reallocating the funds or rectifying the previous error is not agreed, which would result in the funds being returned to MHCLG as uncommitted.
Council Plan:	Delivery of this fund should contribute to all priorities in the Council Plan.
Policy Implications:	There are no direct policy implications arising from this report
Financial Implications: (Authorised by the Section 151 Officer)	The Council has been awarded £1.5m non-recurrent grant that is to be committed by 31 March 2027. Round 1 awarded £110,820, Round 2 £582,081 and Round 3 £807,099. All investment proposals must be compliant with the associated grant conditions, together with the Council's approved finance and procurement regulations, with advice provided by STAR where appropriate.

Legal Implications: (Authorised by the Director of Legal & Democratic Services (Monitoring Officer)	There are no direct legal implications arising from this report. It does however contain an update to the August 2026 Cabinet report, following the identification of inaccuracies in some of the project amounts. These have been reviewed and the errors in reporting deemed to have no material impact on the decisions taken.
Risk Management:	There are no direct risk management implications arising from this report.
Access to Information:	Not confidential.
Background Information:	The background papers relating to this report can be inspected by contacting Tom Hoghton Telephone: 0161 342 5082 e-mail: tom.hoghton@tameside.gov.uk

1. **BACKGROUND**

1.1 The Pride in Place Impact Fund (PiPIF) is a time-limited, 100% capital programme providing up to £1.5m per selected local authority across 2025/26 and 2026/27 to deliver visible improvements that rebuild community pride by March 2027. Tameside is in receipt of two ten year Pride in Place Programmes, committing £20million to both Ashton and Hattersley, PiPIF was therefore prioritised for projects in the remaining seven towns and surrounding areas. Funding was allocated across three rounds, in total 39 projects were funded.

1.2 This paper provides an update on the programme and details of where any projects have been completed. The paper also seeks approval for the proposed approach to allocating any underspend arising as projects are delivered.

2.0 FUNDING ALLOCATION

2.1 As agreed in the January Cabinet report, three funding rounds have been conducted.

2.2 In Round 1 (January Cabinet), the following 3 projects were approved:

- Eco Streets, Hyde Gridiron: £20,000 committed
- Dukinfield Town Hall Public Realm: £30,000 committed
- Play Equipment: £60,820 committed

This left £1,389,180 to be committed.

2.3 In Round 2 (June Cabinet), the following 12 projects were approved:

- Ridge Hill Community Medical Centre: £53,390 committed
- Denton West Cricket Club, New Lift Installation: £55,285 committed
- Dane Bank Green Space Charity, Amphitheatre: £36,781 committed
- Dane Bank Access Road: £27,670 committed
- Project Phoenix (7th Stalybridge Scouts): £72,950 committed
- Haughton Green – Infrastructure and public area improvements: £40,000 committed
- Stalybridge Archery Club: £42,143 committed
- Camp Connectivity Improvement Scheme (3rd Gee Cross Scouts): £16,000 committed
- Hyde Little Theatre: £38,500 committed
- Tameside Digital Community Hub Fit Out and Skills Workshop: £82,800 committed
- Newton Cricket Club: £26,702 committed
- Completing the Vale: £89,860 committed

With £807,099 remaining to be committed at round 3.

2.4 In Round 3 (August Cabinet), the following 24 projects were approved.

- Church Family Garden Project – £6,593.88 committed

- Woodend Green Gateway – £55,500.00 committed
- Mossley Refurbishment and Enhancement Zone – £65,000.00 committed
- Old Chapel Unitarians Dukinfield – £31,066.00 committed
- 2nd Stalybridge Scouts – £7,500.00 committed
- Denton West End Community Library – £70,293.00 committed
- Mossley Community Centre – £50,795.00 committed
- Rycroft Hall – £34,059.83 committed
- St Mary's Church Access Road Repairs – £31,400.00 committed
- Audenshaw Residents Group – £5,096.00 committed
- The Together Centre – £33,190.00 committed
- Inspiring Animal Therapy CIC – £12,000.00 committed
- St Georges Community Centre – £60,984.00 committed
- Grafton Centre – £53,250.00 committed
- Aldwinians Rugby Club – £16,641.00 committed
- Friends of Sunnybank Vale – £33,779.65 committed
- Building Brighter Futures: 1st Haughton Green Scout & Community Centre Refurbishment – £80,820.00 committed
- Friends of Tame Valley – £19,000.00 committed
- Sam Redfern Green – £23,611.23 committed
- Future Proofing Droylsden Little Theatre – £10,000.00 committed
- James North Bowling Club – £38,586.00 committed
- Yew Tree Community Centre – £33,240.12 committed
- Valley to Village Green Scheme – £24,050.00 committed
- Denton Youth Football – £6,800.00 committed

3.0 CURRENT UPDATE

3.1 Out of the 39 projects funded, there are currently seven that have been completed. These are:

- Eco Streets, Hyde Gridiron
- Dukinfield Town Hall Public Realm
- Play Equipment
- Project Phoenix
- 3rd Gee Cross Scouts
- Aldwinians Rugby Club
- St Marys Church Access Road

Please see **Appendix 1** for feedback from community groups and some photos of completed projects.

3.2 All other projects remain on track for completion by the expected project delivery date. The policy team are in regular contact with the groups and have distributed project monitoring forms at three months intervals where groups can record project monitoring and any risks

or issues they may have. There is an ongoing offer of support to ensure projects are delivered on-time and within budget.

4.0 REALLOCATION AND UNDERSPEND

4.1 As projects progress into delivery, circumstances may arise that require amendments to the approved scope or budget, particularly where capital works are involved. It is intended that any funding returned via underspend be reallocated, ensuring that the full allocation can be utilised for the intended purposes rather than any underspend returned to the Ministry of Housing, Communities and Local Government (MHCLG).

4.2 The assessment process of applications received produced a ranked list based on their overall evaluation score. It is proposed that any underspend arising from approved projects is considered for reallocation to unsuccessful applicants in score order, subject to discussions with those organisations to determine whether additional funding could support their project, or a discrete element of it, and deliver a meaningful community benefit.

4.3 This report also seeks to correct information published in Round 3 (August), where administrative error has been identified. These errors do not materially affect the recommendations or decisions previously made and applicants have been notified. The Valley to Village Scheme, to be delivered by Forever Green Community Group, was assessed and recommended for approval at £27,800. However, the Cabinet report incorrectly stated the amount as £24,050. This report therefore seeks approval to correct the published figure and reallocate funding to reflect the amount originally applied for and assessed.

4.4 A further error was identified in relation to Mossley AFC. The Cabinet report stated that the application sought £159,793, whereas the actual request was for £80,000 to £90,000, depending on the scheme progressed. This discrepancy has been reviewed and confirmed as not having materially affected the recommendation or decision made.

5.0 RECOMMENDATIONS

5.1 As set out at the front of the report.

APPENDIX 1: COMMUNITY GROUP FEEDBACK AND IMAGES OF COMPLETED PROJECTS

.RESPONSE FROM COMMUNITY GROUPS

Feedback from Community Groups about the fund has been overwhelmingly positive. Some comments captured during the process include:

"We are absolutely delighted to have secured Pride in Place funding. Our Green Amphitheatre will be a valuable community resource, supporting partnerships with local schools, community groups and residents of all ages"
Dane Bank Green Space Charity

"This funding is a dream come true and means more than you could ever imagine."
Project Phoenix (7th Stalybridge Scouts)

"We are delighted to have received funding from the Pride in Place Impact Fund to transform our first unit into a fully operational Digital Community Hub in Dukinfield. For many people in our community, this will be the difference between being left behind and being able to participate in everyday life."
Tameside Digital Community Hub

"This is an investment in shared community infrastructure and in the long-term cultural life of Tameside. We are extremely grateful to Tameside Council for recognising the importance of the project and investing in the future of this much-loved community asset."
The Vale, Mossley

"We are extremely pleased and proud that we have received this funding to enable us to modernise our Scout Hut facilities."
2nd Stalybridge Scouts

"It is fantastic that funding is making its way to grassroots organisations who deliver what is needed in the community."
Mossley Community Centre

"Without this grant we would not have had the money available for these upgrades and we can now feel happy to use our facilities well into the future."
Old Chapel Unitarians, Dukinfield

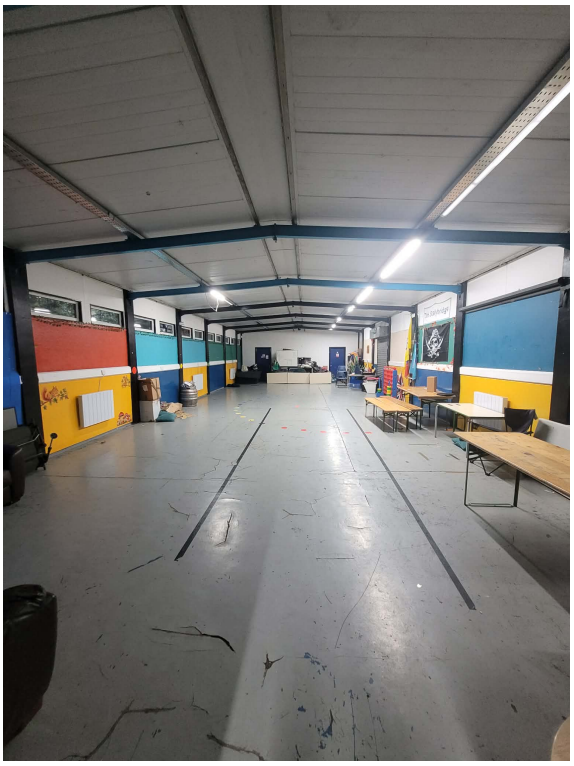
"We are incredibly grateful for the investment and excited to see the transformation begin."
Woodend Green Gateway

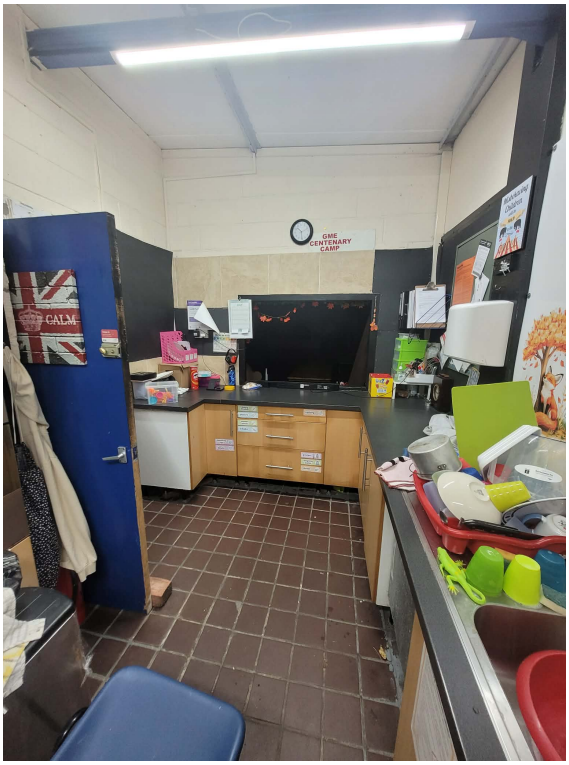
Eco-Streets – Hyde Gridiron - Before and After
Transformed a neglected urban space in collaboration with communities



Project Phoenix – Stalybridge Scout Group - Scout Hut refurbishment to address a lack of accessibility, insultation and leakages. Project improved accessibility whilst also enabling the building to become available for other community use.

Before





Project Phoenix - After





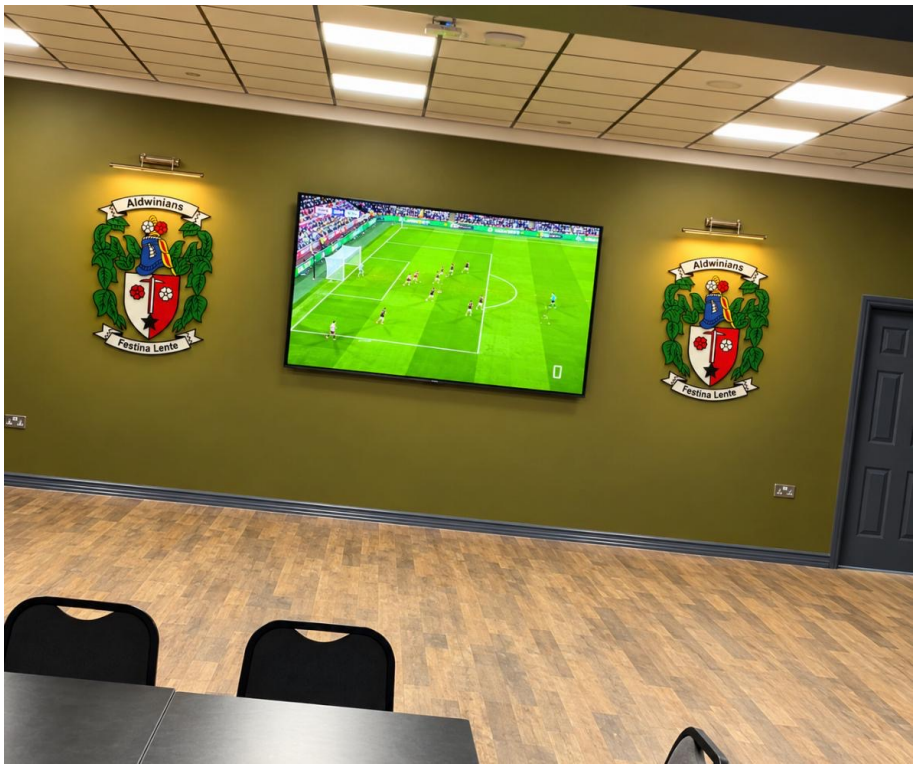
Aldwinians Ruby Club - Upgrades to Rugby Club's existing indoor function room. This included updating the flooring area, remedial works, replacing lighting, redecoration of the function room and improvements to disabled toilet facilities.

Before





Aldwinians Rugby Club- After





New Play Equipment – New accessible play equipment being installed at ten different parks across the borough





3rd Gee Cross Scouts - The construction of a safe, permanent access link between the Scout hut and the adjacent camping ground

Before



3rd Gee Cross Scouts - After





St Mary's Church Newton, Access Road – Repairs to the road leading up to St Marys Church in Newton which is made access to the church and hall difficult. This has allowed the church to expand its usability in the future.

Before



St Marys Church Newton Access Road - After





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Report to:	**Executive Cabinet**
Date:	25 November 2026
Executive Member:	Councillor Leanne Feeley, Executive Member for Lifelong Learning and Culture
Reporting Officer:	Emlyn Wright, Assistant Director of Education and Inclusion
Subject:	**Pupil Place Planning Report**
Report Summary:	This report presents an assessment of current and forecast demand for early years, mainstream and SEND school places across Tameside, informed by pupil projections, demographic trends, housing growth and patterns of parental preference. In line with revised reporting arrangements for the Department for Education (DfE) School Capacity (SCAP) return, the report proposes the replacement of a single borough-wide secondary planning area with four distinct planning areas and the existing 3 primary planning areas with 9 planning areas based on a township model. This approach provides a more robust understanding of localised demand and capacity pressures, enabling more effective place planning and strategic decision-making.
Recommendations:	1. Note the contents of this report, including the analysis of current and forecast school place demand across Tameside and the assessment of capacity within primary, secondary and special school provision. 2. Approve the adoption of the proposed secondary planning area structure for the purposes of future school place planning and SCAP reporting, subject to the outcome of the application submitted to the Department for Education (DfE) to amend the current planning area arrangements.
Alternative Options:	Do nothing
Corporate Plan:	Children's
Policy Implications:	None
Financial Implications: **(Authorised by the statutory Section 151**	There are no immediate direct financial implications arising from the recommendations set out in this report, however school place planning does have financial implications for the Council.

Officer & Chief Finance Officer)	Funding for Schools is predominantly through the Dedicated Schools Grant (DSG). The Schools Block is the largest element of DSG funding which provides the majority of funding for mainstream schools and academies, and this is allocated through a formula based on a number of factors including pupil numbers. The High Needs Block provides DSG funding to local authorities to provide support Children and Young People with Special Educational Needs and Disabilities (SEND), and Children in Alternative Provision (AP). There is a significant and growing deficit on the High Needs Block of the DSG (£43.873m at 31 March 2026, forecast to increase to £70.863m by March 2027) due to unprecedented growth over recent years in the numbers of children and young people requiring support. This growth has resulted in additional costs both because of the number of placements requiring support, but also because the Council has not been able to provide placements for all Children within the borough or within maintained schools. This has resulted in significant cost pressures relating to expenditure on placements outside the borough, and in the independent and non-maintained sector. The proposals set out in this report are intended to support more effective pupil place planning across the borough. Effective place planning that provides the right balance between capacity within the borough and financial sustainability for schools, which should support more effective use of the High Needs Block and reduce expenditure on out of borough placements, and the associated transport costs.
Legal Implications: **(Authorised by the Director of Legal & Democratic Services (Monitoring Officer))**	Local authorities have a statutory duty under the Education Act 1996, to secure sufficient educational provision for children and young people. This includes: • Ensuring the availability of sufficient schools for primary and secondary education. • Securing special educational provision as required in Education, Health and Care Plans (EHCPs). • Providing educational and recreational leisure-time activities for young people. • Coordinating youth services to enhance the local youth offer.

	Local authorities must act with care and diligence to meet these obligations, ensuring that educational needs are met effectively. This report sets out how the Council will meet its responsibilities and asks Executive Cabinet to approve the proposals. This is an appropriate decision for Cabinet.
Risk Management:	N/A
Access to Information:	Not confidential
Background Information:	The background papers relating to this report can be inspected by contacting Katie Twigg, Head of Access, by: Telephone: 0161 342 5226 e-mail: katie.twigg@tameside.gov.uk

1. INTRODUCTION

1.1 Tameside Council has a statutory duty to secure sufficient educational provision across the borough. This responsibility includes ensuring adequate early years provision, mainstream school places for children of statutory school age, and suitable education provision for children and young people with Special Educational Needs and Disabilities (SEND) aged 0 to 25.

1.2 The Department for Education (DfE) Sufficiency Framework places responsibility on local authorities, academy trusts and education partners to work collaboratively to balance the supply and demand of school places in response to changing local demographics. This requires the creation of additional capacity where demand exceeds available provision, alongside the reduction or repurposing of places where they are no longer required.

1.3 Effective place planning requires achieving an appropriate balance between maintaining sufficient capacity to meet demand, supporting parental preference and ensuring schools remain financially sustainable. The local authority must also ensure enough flexibility exists within the system to accommodate in-year admissions and population movement.

1.4 As part of its statutory responsibilities, the Council submits an annual School Capacity (SCAP) return to the Department for Education. This return provides information on current and projected school capacity and pupil numbers across primary, secondary and SEND provision and informs the allocation of capital funding for the creation of additional school places where forecast demand exceeds existing capacity. Forecasts are based on detailed analysis of birth rates, migration trends, housing growth and historic pupil movement patterns, providing a five to seven-year view of future demand.

1.5 Robust place planning is a fundamental element of the Council's role as strategic commissioner of school places. Forecasting and monitoring are undertaken using defined pupil planning areas, which group schools within geographical localities and allow the Council to assess sufficiency at a local level. This approach supports the early identification of emerging pressures or surplus capacity and enables targeted interventions where required.

1.6 Delivering school place sufficiency in Tameside presents particular challenges due to the high proportion of academy schools across the borough. Whilst the local authority retains the statutory responsibility for ensuring sufficient school places,

decisions regarding Published Admission Numbers (PANs) rest with individual admission authorities. For maintained schools this responsibility lies with the local authority, whilst for academies it rests with the relevant academy trust. Consequently, effective partnership working with schools, trusts and the Department for Education is essential to securing the changes required to meet current and future demand.

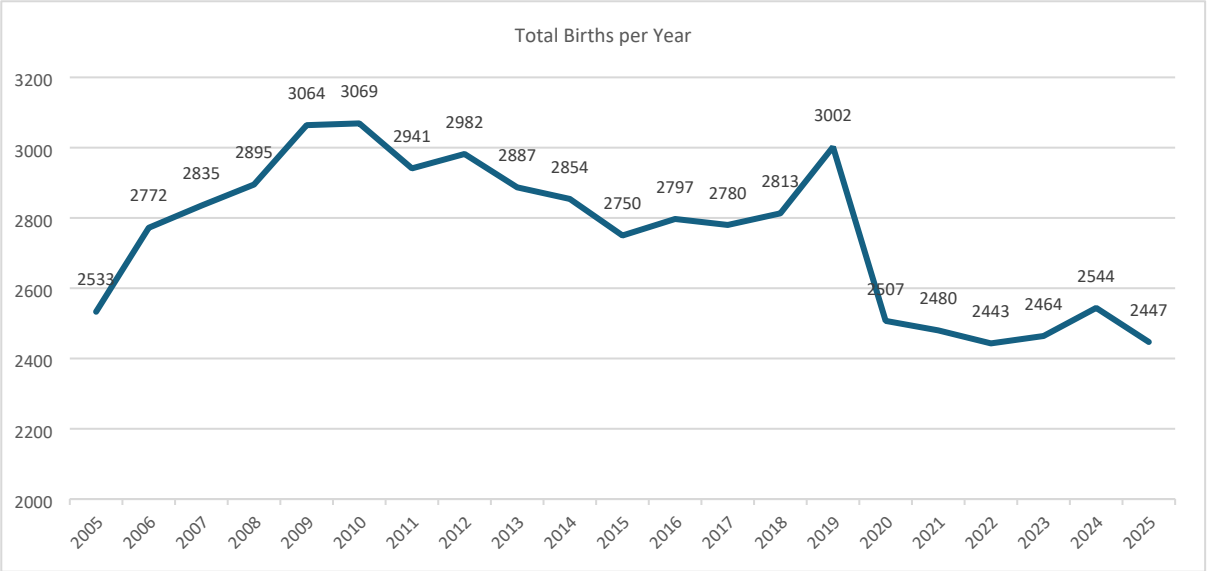
1.7 This report sets out the latest position regarding school place sufficiency across Tameside and identifies the key opportunities and challenges that will need to be addressed to ensure the Council continues to meet its statutory obligations whilst maintaining a sustainable and high-quality education system.

1.8 The report also outlines proposed changes to the borough's pupil planning area structure which have been submitted to the Department for Education as part of the SCAP process. The proposed revisions will provide a more granular and representative basis for forecasting pupil demand, assessing local sufficiency pressures and supporting strategic place planning decisions in future years.

2. BACKGROUND

2.1 School place sufficiency is reviewed annually through the School Capacity (SCAP) process and through regular monitoring of admissions, census data, housing developments and population trends.

2.2 Like many local authorities nationally, Tameside has experienced changing demographic patterns in recent years. Birth rates have declined significantly from previous peaks, resulting in falling demand for Reception places across several areas of the borough. At the same time, demand for secondary places remains comparatively strong as larger primary cohorts continue to progress through the school system.



2.3 Birth rates in Tameside have declined significantly over recent years and are now at their lowest levels for two decades. This sustained decline is already impacting primary pupil numbers and has contributed to increasing levels of surplus capacity within primary schools across the borough. This reflects a wider national trend. The Office for National Statistics' (ONS) latest population projections assume fertility rates will remain at historically low levels over the coming decades, suggesting that demand for school places is unlikely to return to the levels experienced during the peak birth years without significant population growth through migration or housing development.

2.4 There are significant housing developments proposed within the borough with the proposed Homes, Spaces, Places Local Plan proposing over 9000 new homes in Tameside by 2042. Housing data from the emerging Local Plan forms a key component of the Council's pupil forecasting methodology. Forecasts submitted through the annual School Capacity (SCAP) return includes forecasting from planned housing developments and opportunities for creating necessary education infrastructure are sought through developer contributions where appropriate, to mitigate the impact of new housing developments on local school capacity.

2.5 As part of the 2026 SCAP submission, the Council has undertaken a review of its pupil planning area structure. The current arrangement comprises three primary planning areas and a single secondary planning area covering the whole borough. Whilst this structure has historically supported the SCAP process, it no longer provides the level of geographical analysis required to accurately assess local sufficiency pressures, parental preference patterns and future demand.

3. EARLY YEARS

3.1 Early years sufficiency planning considers demand across all funded childcare entitlements available to eligible children and families. These include funded childcare for children aged 9 months to 2 years from working families, the two-year-old entitlement for disadvantaged children, and the universal and extended entitlements available to three and four-year-olds. The Council's forecasting model assesses current and future demand across all entitlement types and age groups, ensuring that sufficiency analysis reflects the full range of funded childcare provision required by Tameside families and enables effective planning for both current and future demand.

3.2 Whilst Early Years forecasting is not submitted through the annual School Capacity (SCAP) return, it forms a key component of Tameside Council's sufficiency planning arrangements and supports the Council in meeting its statutory duty to secure sufficient childcare provision. Unlike school place planning, which is undertaken using established planning areas, early years forecasting is undertaken at ward level to provide a more detailed understanding of local childcare demand and provider capacity across the borough.

3.3 Tameside commissions the EDGE-UCATE Early Years forecasting model to assess future demand for funded childcare places over a five-year period from Autumn 2025 to Autumn 2030. The model combines a wide range of local and national data sources, including childcare attendance data, demographic trends, birth cohorts, population projections and planned housing growth. Forecasts are produced for each ward and across the borough, enabling a detailed assessment of future demand by funded entitlement age group and funding type.

3.4 The forecasting methodology combines projections of the resident pre-school population with historical childcare participation rates to estimate future demand. Four alternative scenarios have been modelled, reflecting different assumptions regarding population growth and childcare take-up. The Trend (1YR) and Trend (3YR) scenarios project future demand using historic demographic trends, with population growth based on fertility, mortality and migration patterns observed over the previous ten years. The Housing-led (1YR) scenario incorporates the impact of planned housing developments on future population growth but uses only one year of childcare participation data. The Housing-led (3YR) scenario also reflects growth arising from planned housing developments, while drawing on three years of historical childcare participation data to provide a more stable and representative measure of demand.

3.5 For strategic planning purposes, the Council has adopted the Housing-led (3 Year) scenario as the principal planning assumption. The model enables the identification of potential shortages and surpluses of funded childcare places at ward level and

supports proactive planning and intervention where required. Whilst the forecast provides a strong evidence base, some uncertainty remains due to the recent expansion of childcare entitlements for working families, for which limited historical take-up data is currently available.

3.6 As at Autumn 2025, there were 243 providers delivering funded early years provision across Tameside, comprising childminders, nurseries, pre-school playgroups and an independent school. See table below:

Ward	Provider		Early Years Places				
	Provider Type	**Number of providers in Autumn 25**	**0–2 Year Olds**	**2–3 Year Olds**	**3–4 Year Olds**	**All Ages**	**Ofsted Registered**
Ashton Hurst	Childminder	6	17	12	2	30	30
	Nursery	5	0	0	186	186	186
	Pre-School Playgroup	1	0	20	16	36	48
	Total	**12**	**17**	**32**	**204**	**252**	**264**
Ashton St Michael's	Childminder	2	3	3	0	6	6
	Nursery	8	126	168	232	527	555
	Total	**10**	**129**	**171**	**232**	**533**	**561**
Ashton Waterloo	Childminder	8	16	8	3	27	27
	Nursery	5	42	66	109	217	233
	Pre-School Playgroup	1	0	20	20	40	42
	Total	**14**	**59**	**94**	**132**	**284**	**302**
Audenshaw	Childminder	13	16	25	10	51	51
	Nursery	7	124	106	168	398	432
	Total	**20**	**140**	**131**	**178**	**449**	**483**
Denton North-East	Childminder	3	4	4	1	8	8
	Nursery	8	129	142	219	489	554
	Pre-School Playgroup	1	0	20	16	36	80
	Total	**12**	**132**	**165**	**235**	**533**	**642**
Denton South	Childminder	2	5	3	1	9	9
	Nursery	5	35	72	110	217	237
	Total	**7**	**40**	**75**	**111**	**226**	**246**
Denton West	Childminder	17	35	24	9	68	68
	Nursery	5	26	39	155	220	227
	Pre-School Playgroup	1	0	14	14	28	28
	Total	**23**	**61**	**77**	**178**	**316**	**323**
Droylsden East	Childminder	9	12	8	7	28	28
	Nursery	5	44	83	90	217	247
	Pre-School Playgroup	3	1	28	65	94	154

	Total	**17**	**58**	**119**	**162**	**339**	**429**
Droylsden West	Childminder	11	11	15	7	33	33
	Nursery	4	27	43	115	185	192
	Total	**15**	**38**	**58**	**122**	**218**	**225**
Dukinfield	Childminder	3	8	5	2	15	15
	Nursery	6	73	129	153	355	429
	Total	**9**	**81**	**134**	**154**	**370**	**444**
Dukinfield Stalybridge	Childminder	8	10	12	2	24	24
	Independent School	1	0	0	8	8	14
	Nursery	8	53	75	144	272	294
	Pre-School Playgroup	1	0	10	12	22	22
	Total	**18**	**63**	**98**	**166**	**326**	**354**
Hyde Godley	Childminder	3	7	3	1	11	11
	Nursery	11	170	213	257	639	705
	Total	**14**	**177**	**216**	**258**	**650**	**716**
Hyde Newton	Childminder	4	3	8	1	12	12
	Nursery	4	48	45	101	194	194
	Total	**8**	**51**	**53**	**102**	**206**	**206**
Hyde Werneth	Childminder	3	6	8	1	15	15
	Nursery	5	44	93	104	242	252
	Total	**8**	**51**	**101**	**106**	**257**	**267**
Longdendale	Childminder	5	7	6	4	18	18
	Nursery	8	52	91	177	320	334
	Pre-School Playgroup	1	0	6	15	21	21
	Total	**14**	**59**	**104**	**196**	**359**	**373**
Mossley	Childminder	3	3	5	2	9	9
	Nursery	7	101	95	133	329	409
	Total	**10**	**103**	**100**	**135**	**338**	**418**
St Peter's	Childminder	3	5	2	2	9	9
	Nursery	7	110	164	227	500	527
	Pre-School Playgroup	1	0	8	16	24	24
	Total	**11**	**115**	**174**	**245**	**533**	**560**
Stalybridge North	Childminder	8	18	14	3	35	35
	Nursery	5	38	44	139	220	246
	Total	**13**	**56**	**57**	**142**	**255**	**281**
Stalybridge South	Childminder	5	9	9	0	18	18
	Nursery	3	62	64	76	201	221
	Total	**8**	**71**	**73**	**76**	**219**	**239**
Tameside total	Childminder	116	195	173	58	426	426
	Independent School	1	0	0	8	8	14
	Nursery	116	1,304	1,732	2,893	5,928	6,474
	Pre-School Playgroup	10	1	126	174	301	419

	Total	**243**	**1,499**	**2,030**	**3,133**	**6,663**	**7,333**

3.7 The Housing-led (3 Year) forecast indicates that Tameside is expected to maintain sufficient early years provision at a borough-wide level throughout the forecast period, with a substantial overall surplus of funded places projected across the five-year planning horizon. However, the forecast identifies significant variations between wards. The largest forecast surpluses are concentrated within Hyde Godley, Denton North East, Ashton St Michael's and St Peter's, whilst persistent, localised deficits are forecast within Hyde Newton, Denton South, Hyde Werneth and parts of Stalybridge. These findings highlight that while overall capacity across the borough is sufficient, targeted monitoring and engagement with providers will be required in areas where forecast demand continues to exceed local capacity. See table below.

Name	Sum 2026	Aut 2026	Spr 2027	Sum 2027	Aut 2027	Spr 2028	Sum 2028	Aut 2028	Spr 2029	Sum 2029	Aut 2029	Spr 2030	Sum 2030	Aut 2030
Ashton Hurst	-77	-11	-44	-70	-14	-48	-74	-19	-55	-82	-19	-54	-82	-19
Ashton St Michael's	129	225	182	143	239	198	162	246	207	172	252	214	180	258
Ashton Waterloo	-56	8	-9	-40	2	-17	-51	-5	-27	-62	-3	-24	-59	-1
Audenshaw	49	130	112	57	132	114	59	132	113	57	131	112	57	131
Denton North East	183	248	221	184	248	221	184	249	223	185	252	226	188	255
Denton South	-116	-48	-71	-126	-41	-63	-116	-47	-69	-125	-47	-70	-125	-47
Denton West	9	65	61	10	65	61	10	60	54	1	63	57	5	66
Droylsden East	17	87	61	24	84	58	20	72	44	3	67	39	-3	65
Droylsden West	-89	-35	-31	-82	-37	-34	-86	-44	-43	-97	-42	-41	-95	-40
Dukinfield	-29	78	49	-20	80	51	-17	86	58	-9	89	61	-5	92
Dukinfield Stalybridge	46	114	88	58	111	84	52	107	80	47	102	75	42	98
Hyde Godley	306	369	336	300	362	329	292	336	298	257	323	284	241	314
Hyde Newton	-223	-147	-182	-225	-151	-188	-233	-160	-199	-246	-158	-198	-245	-156
Hyde Werneth	-124	-45	-49	-117	-44	-48	-116	-37	-39	-106	-40	-43	-110	-44
Longdendale	-57	42	8	-42	45	11	-38	51	18	-30	56	23	-25	60
Mossley	-14	67	39	1	74	47	10	78	53	16	83	57	22	78
St Peter's	108	209	161	113	207	158	110	209	160	112	210	162	114	206
Stalybridge North	-139	-65	-117	-143	-68	-120	-147	-68	-120	-147	-70	-123	-150	-73
Stalybridge South	-122	-38	-77	-115	-35	-74	-110	-20	-54	-88	-19	-52	-86	-18
Tameside	-198	1,251	740	-89	1,258	742	-88	1,225	699	-140	1,228	703	-135	1,226

3.8 The termly variation shown within the forecast is primarily the result of childcare occupancy patterns and the transition of children into Reception each September. Consequently, Autumn terms show the greatest level of available capacity, whilst demand is typically highest during Spring and Summer terms when more children

reach the age of funding eligibility. The Council's sufficiency assessment therefore focuses on the periods of highest demand to ensure adequate provision is available throughout the year.

3.9 Several wards currently experiencing deficits are forecast to move towards a more balanced position during the planning period, including Longdendale, Mossley and Dukinfield, suggesting that planned housing growth and existing provider capacity may support improved sufficiency over time. Where forecasts identify sustained demand pressures or capacity shortfalls, the Council will seek to address these through targeted expansion opportunities, including investment secured through the Department for Education's School-Based Nursery Capital Grant Programme (Phase 3). This programme provides an opportunity to increase childcare capacity within maintained schools and academy nursery settings in areas of greatest forecast need.

3.10 Alongside this, the Council is adopting a strategic approach to ensure that future early years place development aligns, where appropriate, with identified SEND requirements. Early years sufficiency planning is therefore being considered alongside SEND forecasting intelligence to support the development of provision in locations where both mainstream and specialist demand is expected to increase. This integrated approach will help ensure that future childcare expansion programmes not only address place sufficiency pressures but also contribute to the availability of appropriate provision for children with additional needs.

4. PRIMARY SCHOOLS

4.1 There are 76 primary schools across Tameside, listed in the table below. The Council is proposing to revise the primary school planning area structure from three large planning areas to nine smaller, locality-based planning areas: Ashton, Droylsden, Mossley, Audenshaw, Dukinfield, Stalybridge, Denton, Hyde, and Hattersley & Longdendale.

Current planning area	Proposed planning area	School
375001 Ashton, Droylsden, Mossley	Ashton	Ashton West End Primary Academy
		Canon Burrows CofE Primary School
		Canon Johnson CofE Primary School
		Holden Clough Primary School
		Holy Trinity CofE Primary School
		Hurst Knoll St James' Church of England Primary School
		Inspire Academy
		Oasis Academy Broadoak
		Our Lady of Mount Carmel RC Primary School
		Parochial CofE Primary and Nursery School
		Rosehill Methodist Primary Academy
		St Christopher's RC Primary School
		St James' Church of England Primary School
		St Peter's CofE Primary School

		The Heys Primary School
		Waterloo Primary School
	Droylsden	Fairfield Road Primary School
		Greenside Primary School
		Manchester Road Primary Academy
		Moorside Primary School
		St Mary's CofE Primary School
		St Stephen's RC Primary School
	Mossley	Livingstone Primary School
		Micklehurst All Saints CofE Primary School
		Milton St John's CofE Primary School
		St George's CofE Primary School
		St Joseph's RC Primary School
357002 Audenshaw, Dukinfield, Stalybridge	Audenshaw	Aldwyn Primary School
		Audenshaw Primary School
		Poplar Street Primary School
		St Anne's RC Primary School
		St Stephen's CofE Primary School
	Dukinfield	Broadbent Fold Primary School
		Lyndhurst Primary School
		Ravensfield Primary School
		St John's CofE Primary School, Dukinfield
		St. Mary's Catholic Primary School, a Voluntary Academy
		Yew Tree Primary School
	Stalybridge	Arlies Primary School
		Buckton Vale Primary School
		Gorse Hall Primary and Nursery School
		Millbrook Primary School
		Silver Springs Primary Academy
		St Paul's CofE Primary School
		St Raphael's Catholic Primary School
		St. Peter's Catholic Primary School, a Voluntary Academy
		Stalyhill Infant School
		Stalyhill Junior School
		Wild Bank Primary School
357003 Denton, Hyde, Longdendale	Denton	Corrie Primary School
		Dane Bank Primary School
		Denton West End Primary School
		Greswell Primary School and Nursery
		Linden Road Academy
		Manor Green Primary Academy
		Russell Scott Primary School
		St Anne's Primary School
		St John Fisher RC Primary School
		St Mary's RC Primary School
	Hyde	Bradley Green Primary Academy
		Dowson Primary Academy
		Endeavour Primary Academy
		Flowery Field Primary School
		Gee Cross Holy Trinity CofE (VC) Primary School
		Godley Community Primary Academy
		Greenfield Primary Academy
		Oakfield Primary
		St George's CofE Primary School
		St. Paul's Catholic Primary School, a Voluntary Academy

	Hattersley & Longdendale	Arundale Primary School
		Broadbottom Church of England Primary School
		Discovery Academy
		Hollingworth Primary School
		Mottram CofE Primary School
		Pinfold Primary School
		St James Catholic Primary School, a Voluntary Academy

4.2 The current planning area arrangements group together a number of distinct communities within three broad geographies. While this has historically supported strategic planning at a borough level, it can mask important local variations in pupil demand, school capacity and parental preferences. The revised structure aligns much more closely with the prescribed Wards across the borough and will strengthen the Council's ability to monitor demographic changes, forecast future demand and identify emerging capacity issues at a local level.

4.3 The proposed planning areas align schools with the communities they primarily serve and will provide a more robust evidence base for discussions with schools, academy trusts and the Department for Education regarding school organisation, admission arrangements and future investment decisions. This becomes increasingly important in the context of falling primary pupil numbers, where understanding the distribution of surplus places at a local level is critical to maintaining a sustainable pattern of provision across the borough.

4.4 Overall, the revised planning area model represents a more granular and responsive approach to pupil place planning, supporting the Council's statutory duty to secure sufficient school places while ensuring that local trends and community needs are appropriately reflected in future planning decisions. It is important to note, that this has no impact on the Admission Arrangements for schools in Tameside.

4.5 The below table shows the forecast demand and surplus places across the proposed planning areas from current academic year 2026-2027 to 2030-2031.

Planning area	**Reception intake admission limit**		**Academic year**				
			26-27	**27-28**	**28-29**	**29-30**	**30-31**
Ashton	**660**	Forecast	561	539	563	592	579
		Surplus	99	121	97	68	81
Droylsden	**330**	Forecast	241	226	220	242	216
		Surplus	89	104	110	88	114

Mossley	**135**	Forecast	93	91	87	94	86
		Surplus	42	44	48	41	49
Audenshaw	**210**	Forecast	200	199	191	176	174
		Surplus	10	11	19	34	36
Dukinfield	**255**	Forecast	216	200	203	210	193
		Surplus	39	55	52	45	62
Stalybridge	**450**	Forecast	284	290	330	293	263
		Surplus	166	160	120	157	187
Denton	**450**	Forecast	356	376	359	368	322
		Surplus	94	74	91	82	128
Hyde	**405**	Forecast	374	380	373	387	341
		Surplus	31	25	32	18	64
Hattersley & Longdendale	**215**	Forecast	156	133	191	184	172
		Surplus	59	82	24	31	43
Total	**3110**	Forecast	**2481**	**2434**	**2517**	**2546**	**2346**
		Surplus	**629**	**676**	**593**	**564**	**764**

4.6 Tameside is expected to maintain a significant surplus of primary school places until 2031. Across the borough, Reception capacity remains at 3,110 places, while projected demand shows a surplus of approximately 18% to 25% of total capacity. The forecasts reflect the continued impact of lower birth rates and reduced demand for Reception places across most planning areas.

4.7 There are notable variations between planning areas, where Hyde and Audenshaw are expected to operate with relatively limited surplus. Whereas the majority of the other planning areas are showing considerable surplus capacity, particularly Stalybridge and Droylsden. While a degree of surplus capacity is necessary to accommodate parental preference, mobility and future demographic change, sustained levels of significant surplus capacity can create financial pressures for schools, leading to under-utilisation of buildings and resources, and affect the long-term sustainability of provision.

4.8 A further challenge in responding to forecast reductions in pupil numbers is the limited influence the local authority has over school capacity. Admission authorities are responsible for determining Published Admission Numbers (PANs), and for academy schools this responsibility rests with the relevant Multi-Academy Trust rather than the local authority. Given the high level of academisation across Tameside, the Council's role is largely one of strategic planning, collaboration and influence rather than direct decision-making. As a result, aligning school capacity with falling demand requires close partnership working with academy trusts and

maintained schools to ensure that decisions about PAN reductions support both local sufficiency needs and the long-term sustainability of schools across the borough.

4.9 The Children's Wellbeing and Schools Act 2026 strengthens the role of local authorities in school place planning by introducing a statutory duty of cooperation between schools, academy trusts and local authorities. This should support more effective discussions regarding admission arrangements and capacity planning. However, academy trusts remain their own admission authorities and retain responsibility for determining Published Admission Numbers (PANs).

4.10 Where an agreement cannot be reached, the Council would continue to engage with academy trusts and the Department for Education where capacity concerns arise. Failing an agreeable outcome, the Council may refer the matter to the Office of the Schools Adjudicator (OSA) if it considers the arrangements to be inconsistent with the School Admissions Code or wider admissions legislation.

5. SECONDARY SCHOOLS

5.1 Tameside's secondary sector comprises 16 schools, including academy, faith and single-sex provision. The diversity of provision also influences parental preference and patterns of demand. As a result, pupil place planning cannot be based solely on the number of pupils living within a particular planning area, as many families choose schools outside their local area to access specific types of provision. This can lead to significant variations in demand between schools, with some schools experiencing sustained oversubscription while others have surplus places available.

5.2 Historically, secondary pupil place planning in Tameside has been undertaken on a borough-wide basis, with the whole authority treated as a single planning area meaning overall sufficiency of places has traditionally been assessed against total borough-wide capacity rather than within smaller geographical areas. to support more detailed analysis of emerging demographic trends and localised demand pressures, it is proposed that secondary pupil place planning is now considered across four planning areas: North & Central, East, South and West. This revised approach will provide a more robust understanding of how demand varies across different parts of the borough and will enable the Council and school leaders to identify areas where pressures on places may emerge, as well as areas where surplus capacity is increasing.

5.3 The table below shows the proposed planning areas.

Proposed planning areas	Schools
Secondary West	Laurus Ryecroft Fairfield High School for Girls Audenshaw School Droylsden Academy Denton Community Academy (formerly Denton Community College) St Thomas More RC College
Secondary South	Alder Community High School Hyde High School Longdendale High School
Secondary East	Dixons Pennine Academy (formerly Copley Academy) Mossley Hollins High School West Hill School
Secondary North & Central	St Damian's RC Science College Rayner Stephens High School All Saints Catholic College Dixons Academy Ashton (formerly Great Academy Ashton)

5.4 The forecasts below are based on current demographic projections and provide an indication of future demand for secondary school places over the period 2026/27 to 2032/33. Whilst secondary admissions continue to be influenced by parental preference, faith-based provision and cross-borough movement, the introduction of planning area level forecasts enables a more detailed assessment of local demand and capacity.

Planning area	**Year 7 intake admission limit**		**Academic year**						
			26-27	**27-28**	**28-29**	**29-30**	**30-31**	**31-32**	**32-33**
North & Central	**775**	Forecast	751	746	700	736	668	682	692
		Surplus	24	29	75	39	107	93	83
East	**500**	Forecast	447	452	422	420	432	395	377
		Surplus	53	48	78	80	68	105	123
South	**570**	Forecast	577	573	562	574	542	543	548
		Surplus	-7	-3	8	-4	28	27	22
West	**1236**	Forecast	1141	1179	1170	1140	1122	1091	1032
		Surplus	95	57	66	96	114	145	204
Total	**3081**	**Forecast**	**2916**	**2950**	**2854**	**2870**	**2764**	**2711**	**2649**
		Surplus	**165**	**131**	**227**	**211**	**317**	**370**	**432**

5.5 The forecasts indicate that, at a borough-wide level, sufficient secondary school capacity is available throughout the borough. The data reflects the continued impact of declining primary school rolls progressing through the education system, with Year 7 intakes expected to fall by 10% over the seven-year period. While the borough-wide position remains positive, there are significant variations between planning areas which will require ongoing monitoring and strategic management.

5.6 The South planning area is projected to experience the greatest pressure on places, with deficits forecast in several years and only limited surplus capacity thereafter, while North & Central remains broadly balanced, moving from small surpluses in 2026/27 and 2027/28 to moderate surpluses in later years. In contrast, both the East and West planning areas show sustained and growing levels of surplus capacity, reflecting falling pupil numbers and reduced demand for places. The West area contributes the largest proportion of surplus places across the borough, while the East area also experiences a significant increase in spare capacity. Overall, whilst sufficient secondary school places are available at a borough-wide level, the uneven distribution of demand highlights the need for ongoing monitoring of local pressures in the South and North & Central areas.

6. SEND

6.1 Tameside has a well-established specialist education offer comprising six special schools and the Tameside Alternative Provision Academy, providing a range of specialist placements for children and young people with complex needs across the borough. For the purposes of the Department for Education's School Capacity (SCAP) return, special school and specialist provision is assessed on a borough-wide basis rather than through defined planning areas. This reflects the nature of specialist provision, where pupils often attend settings outside their immediate locality to access the specialist support required to meet their needs. Consequently, SEND place planning focuses on overall borough-wide capacity and projected demand, whilst continuing to support the development of local provision wherever possible.

6.2 The table below shows the forecasted growth in the number of EHCPs in comparison to the population size for each of the age cohorts.

	Under 5	**Age 5 to 10**	**Age 11 to 15**	**Age 16 to 19**	**Age 20 to 25**	**Total number**

2025-26	16	1,543	1,479	614	145	**3,797**
	0.13%	9.03%	9.54%	5.53%	0.97%	**5.34%**
2026-27	17	1,759	1,645	636	100	**4,157**
	0.14%	10.49%	10.73%	5.57%	0.66%	**5.85%**
2027-28	18	1,764	1,691	703	81	**4,257**
	0.15%	10.72%	11.16%	6.03%	0.52%	**6.00%**
2028-29	18	1,759	1,687	701	165	**4,330**
	0.15%	10.91%	11.31%	5.95%	1.04%	**6.11%**
2029-30	18	1,754	1,683	699	164	**4,318**
	0.15%	11.12%	11.45%	5.90%	1.02%	**6.12%**

6.3 The forecast increase of over 500 EHCPs between 2025/26 and 2029/30 represents a growth rate significantly above that of the general school-age population. This growth is expected to place continued pressure on mainstream schools, inclusion bases, special school provision, therapy services and High Needs funding. Despite declining population forecasts in some age groups, demand for SEND provision is expected to continue increasing, reinforcing the need for further investment in local specialist provision.

6.4 The below tables list the specialist provision across the brough including Local Authority commissioned Inclusion Bases, Special Schools and Alternative Provision Academies.

Area	School type	School	Places from Sep 2026	Places from Sep 2027
Ashton-Under-Lyne	Primary	Ashton West End Primary School	20	20
Ashton-Under-Lyne	Primary	Rosehill Methodist Primary Academy	15	15
Ashton-Under-Lyne	Primary	St James CofE Primary School OL6 9HU	16	10
Denton	Primary	St Mary's RC Primary School	12	8
Denton	Primary	Manor Green Primary School	16	20
Denton	Primary	Russell Scott Primary School	5	5
Denton	Primary	Corrie Primary School	20	20
Denton	Primary	Dane Bank Primary School	10	10
Denton	Secondary	St Thomas More RC High School	8	4
Droylsden	Primary	Greenside Primary School	22	22

Droylsden	Primary	St Stephen's RC Primary School	16	16
Droylsden	Secondary	Laurus Ryecroft	0	42
Dukinfield	Secondary	All Saints Catholic High Schol	0	15
Hyde	Primary	Endeavour Primary School	12	24
Hyde	Primary	Greenfield Primary School	36	36
Hyde	Primary	Oakfield Primary School	24	24
Hyde	Secondary	Hyde High School	8	8
Mossley	Primary	St George's CE Primary School	12	12
Stalybridge	Primary	Silver Springs Primary School	26	26
Stalybridge	Secondary	Dixons Pennine Academy	12	12
		Total	**290**	**349**

Area	**School**	**Age**	**Primary need**	**Comissioned places Sep 26**
Ashton-Under-Lyne	Samuel Laycock School	YR7-YR11	MLD/ ASC/ SLCN	247
Hyde	Hawthorns School	R-YR6	MLD/ ASC/ SLCN	246
Audenshaw / Hyde	Thomas Ashton Lower School	YR3-YR9	SEMH	120
Dukinfield	Cromwell High School	YR7-YR13	SLD/ PMLD/ ASC	150
Dukinfield	Oakdale School	R-YR6	SLD/ PMLD/ ASC	166
Denton	Tameside Alternative Provision Academy	YR10-YR11	SEMH	50

6.5 As of September 2026, approximately 37% of children and young people with an Education, Health and Care Plan (EHCP) attend mainstream schools, with a further 29% attending special schools. Around 7% are educated within inclusion bases attached to mainstream schools, while just over 5% attend Independent Non-Maintained Special Schools (INMSS). The remaining proportion attend post-16 provision, are educated other than at school or are electively home educated. This distribution reflects the Local Authority's commitment to ensuring that children and young people can access education in the most appropriate setting to meet their needs, while promoting inclusion and local provision wherever possible.

6.6 The Local Authority continues to work in partnership with schools, academy trusts and other stakeholders to increase specialist provision across the borough. A key priority has been the expansion of inclusion base and special school places to meet

growing demand for SEND provision closer to home. Through the township-based place planning model, the Council is seeking to develop sufficient local capacity so that children and young people can attend school within their local community wherever appropriate.

6.7 The Local Authority is maximising opportunities within the existing school estate by identifying underutilised accommodation and converting available space into specialist teaching environments. This approach is particularly important in areas where mainstream pupil numbers are falling and surplus capacity exists within school buildings.

6.8 Significant progress has been made in expanding SEND provision across the borough, with the number of inclusion base places having more than doubled since 2024. Over the last two years, the Council has successfully secured and utilised High Needs Provision Capital Allocation funding from the Department for Education to support the establishment of 10 new school-based resource bases, significantly increasing local specialist capacity and improving access to appropriate provision within mainstream settings. In addition, three special schools have been expanded to meet growing demand, including the comprehensive rebuild and expansion of Hawthorns School, which has provided much-needed additional specialist places. The strategic ambition remains to ensure that every locality has access to inclusion base provision, creating a coherent pathway of support across the borough and enabling more children and young people with SEND to have their needs met closer to home.

6.9 This expansion programme includes the development of secondary inclusion base capacity so that pupils who access specialist provision within primary schools can continue their education within an inclusion base in their local area when they transfer to secondary education. This approach supports continuity of support, reduces travel requirements and enables children and young people to maintain established links within their local communities. Whilst substantial progress has been made, further work is underway as part of the Council's response to emerging SEND reform proposals and increasing levels of need. Additional inclusion base projects are currently being developed with the aim of delivering further specialist places by September 2027, ensuring that provision continues to align with projected demand and supports the wider objective of increasing inclusion across mainstream schools.

6.10 The expansion of specialist provision within secondary schools presents particular challenges due to the structure of the secondary education sector. The Local Authority is unable to unilaterally establish inclusion bases or make other significant organisational changes within academy schools, which comprise the majority of

secondary provision in Tameside. Delivery of additional specialist places therefore relies on strong partnership working and the willingness of academy trusts to participate in the borough's SEND sufficiency strategy.

6.11 Although placements in Independent Non-Maintained Special Schools represent a relatively small proportion of EHCP placements, they continue to have a significant financial impact. These placements are typically required where a child's needs cannot be met within existing local provision. Costs are substantially higher than maintained or local specialist provision, with placements averaging approximately £0.07m per pupil per annum. Expanding local specialist capacity therefore remains a strategic priority, both to improve outcomes for children and young people by enabling them to remain closer to home and to support the long-term financial sustainability of the High Needs system.

7. CONCLUSION

7.1 This report demonstrates that Tameside is currently well positioned to meet its statutory duty to secure sufficient education provision across Early Years, Primary, Secondary and SEND sectors. However, significant demographic changes are continuing to reshape demand across the borough. Falling birth rates have resulted in declining demand for mainstream school places and increasing levels of surplus capacity within both the primary and, increasingly, secondary sectors. While sufficient capacity remains available overall, the distribution of demand varies between localities.

7.2 The proposed revision of pupil planning areas represents an important step in strengthening the Council's approach to place planning. By moving from larger geographical planning areas to a more localised model, the Council will be better able to identify emerging pressures, understand parental preference patterns and respond effectively to changes in demand. This will support future discussions with schools, academy trusts and the Department for Education regarding admission arrangements, capacity planning and investment decisions.

7.3 Whilst demand for mainstream school places is forecast to decline, demand for SEND provision continues to increase. The number of children and young people with EHCPs is expected to grow despite an overall reduction in the 0-25 population, placing sustained pressure on specialist provision and High Needs funding. The Council has responded through the expansion of inclusion bases and specialist provision, and this work will need to continue to ensure sufficient local placements are available and to reduce reliance on costly out-of-borough and independent placements.

7.4 Continued partnership working with schools, academy trusts, childcare providers and other stakeholders will be critical in managing these challenges. The Council must

balance its statutory responsibilities for sufficiency, parental preference, inclusion and financial sustainability while responding to changing demographic trends.

8. RECOMMENDATIONS

8.1 As set out at the front of the report.

Report to:	**EXECUTIVE CABINET**
Date:	25 November 2026
Executive Member:	Councillor Andrew McClaren, Deputy Leader & Executive Member (Growth, Housing and Homelessness)
Reporting Officer:	Nicola Elsworth, Director of Strategic Growth
Subject:	**GREATER MANCHESTER COMBINED AUTHORITY AND HOMES ENGLAND REVENUE FUNDING 2026/27**
Report Summary:	This report updates on the position with regards to external revenue funding for project work at Ashton, Stalybridge and Godley Green from the Greater Manchester Combined Authority (GMCA) and Homes England. It seeks approval to accept and spend the funding under the terms of the Grant Funding Agreement.
Recommendations:	That Executive Cabinet APPROVE: (i) The acceptance of the grant funding allocations from GMCA and Homes England as set out in Section 2; (ii) The allocation of required match funding as set out in Section 2; and (iii) The Director of Strategic Growth to manage the programme of works associated with the Grant Fund Agreements and to commission, drawdown and incur all expenditure related to delivery with ongoing performance and reporting provided to Executive Cabinet, or other suitable forum, on a periodic basis subject to the requirements of the Council Constitution and in particular financial standing orders.
Alternative Options Rejected:	To not accept the grant funding.
Corporate Plan:	The Tameside Borough Strategy and Council Plan 2026-2030 aim to delivery growth and regeneration across Tameside. The regeneration of Ashton and Stalybridge and delivery of Godley Green Garden Village will support these aims.
Policy Implications:	The programme of work funded by this revenue funding from GMCA and Homes England supports the work of the Strategic Growth and policy aims of the Council's Inclusive Growth

Strategy (2021), the Council's Corporate Plan and the Greater Manchester Places for Everyone joint development strategy.

Financial Implications:

(Authorised by Strategic Director of Finance (S151))

The following projects within Tameside have secured GMCA and Homes England revenue funding as part of the revenue support fund for Greater Manchester Growth Locations. The project details, grant funding secured, and match funding requirements are set out below, with further details as to each project's scope in Section 2 of this report:

Project Name	**Commission Total £m**	**Grant Funding Amount £m**	**Match Funding Contribution and Source**
Ashton Central and Interchange SRF	0.200	0.150	£0.050m Council match via LUF Capacity Grant.
Tame Valley Employment Growth Study	0.075	0.050	£0.025 Council match via LUF Capacity Grant.
Ashton and Stalybridge Socio-Economic Analysis	0.040	0.030	£0.010 Council match via LUF Capacity Grant.
Ashton Moss	0.080	0.040	£0.040 via the Ashton Moss project budget.
Godley Green Garden Village	0.120	0.090	£0.030 via the Godley Green project budget

Each of the above will require submission of a signed grant funding agreement, all of which are appended to this report. Funds will not be released to the Council in advance, therefore they will need to be claimed retrospectively with relevant evidence provided where applicable.

It should be noted that the funds are time limited and need to be fully utilised by 31 March 2028, with the exception of the Ashton Moss and Godley Green grants which must be utilised by 31 March 2027.

In addition to the projects above Tameside have secured GMCA revenue funding identified for a Flagship project within each GM Local Authority. For Tameside the identified Flagship project is the Ashton and Stalybridge MDC. This funding can be used to support activity undertaken between August 2026 and March 2027. The details are set out in Table 2, below, there are no match funding requirements.

Flagship Project: Ashton and Stalybridge MDC	
Proposed Funding Allocations	**Expenditure until 31 March 27 £m**
Contribution to dedicated staff time	0.211
External Consultant Support – Delivery Capacity	0.089
Total	**0.300**

Legal Implications:

(Authorised by the Director of Legal & Democratic Services (Monitoring Officer))

This report relates to receipt of grant funding, which is subject to entry into appropriate funding agreements, attached at Appendices 1 to 6. Legal advice may be required on the terms and conditions, which must be adhered to.

The funding received should be included in ongoing budget monitoring.

The level of grant funding and required match funding makes this an appropriate decision for Executive Cabinet.

Risk Management: Risks associated with the project are set out at Section 4.

Access to Information: Not Confidential

Background Information:

Appendix 1	Grant Funding Agreement – Ashton Central and Interchange SRF
Appendix 2	Grant Funding Agreement – Tame Valley Employment Growth Study
Appendix 3	Grant Funding Agreement – Ashton and Stalybridge Socio-Economic Analysis

Appendix 4	Grant Funding Agreement – Ashton Moss
Appendix 5	Grant Funding Agreement – Godley Green
Appendix 6	Grant Funding Agreement – Ashton and Stalybridge MDC Flagship funding

The background papers relating to this report can be inspected by contacting Mike Reed, Head of Development and Major Programmes.

Telephone: 07974111756

e-mail: mike.reed@tameside.gov.uk

1. INTRODUCTION

1.1 Tameside Council has been successful in securing revenue funding from the Greater Manchester Combined Authority (GMCA) and Homes England to support the delivery of the Council's programme for growth. All costs associated with these projects would have otherwise placed a revenue pressure on the Strategic Growth budget.

1.2 This revenue funding has been secured via GMCA and Homes England as part of their revenue support fund for the Greater Manchester (GM) Growth Locations. The Growth Locations programme has been developed by GMCA to target revenue and capital funding towards identified Growth Locations within the 10 combined authorities. Tameside's Eastern Growth Cluster consists of the Ashton Growth Corridor and Hyde Triangle, which contain a number of the Borough's key strategic development sites and town centre priority projects.

1.3 This allocation of grant funding will be utilised to drive forward these projects to enable timely, essential progress to be made.

2. SUPPORTED SCHEMES

2.1 The following projects within Tameside have secured GMCA and Homes England revenue funding. The project details, grant funding secured, and match funding requirements are set out in Table 1 below.

Table 1

Project Name	Project Details	Commission Total	Grant Funding Amount	Match Funding Contribution and Source
Ashton Central and Interchange SRF	Support to progress the preparation of a Strategic Regeneration Framework (SRF) for the Ashton Central and Interchange areas identified within the Ashton Town Centre Framework.	£200,000	£150,000	£50,000 Council match via LUF Capacity Grant.
Tame Valley Employment Growth Study	Support to prepare a strategy that identifies the opportunities and actions required to deliver additional employment growth in the Tame Valley	£75,000	£50,000	£25,000 Council match via LUF Capacity Grant.

Ashton and Stalybridge Socio-Economic Analysis	Support to progress the preparation of socio-economic analysis associated with development proposed as part of the Ashton and Stalybridge MDC to inform future business cases.	£40,000	£30,000	£10,000 Council match via LUF Capacity Grant.
Ashton Moss	Support for due diligence, feasibility and legal advice associated with the delivery strategy for Ashton Moss.	£80,000	£40,000	£40,000 via the Ashton Moss project budget.
Godley Green Garden Village	Support to facilitate ongoing legal and commercial support for detailed due diligence related to scheme delivery.	£120,000	£90,000	£30,000 via the Godley Green project budget

2.2 In addition to the projects above Tameside have secured GMCA revenue funding identified for a Flagship project within each GM Local Authority. For Tameside the identified Flagship project is the Ashton and Stalybridge MDC. This funding can be used to support activity undertaken between August 2026 and March 2027. The details are set out in Table 2, below, there are no match funding requirements.

Table 2

Flagship Project: Ashton and Stalybridge MDC	
Proposed Funding Allocations	**Expenditure until 31 March 27**
Contribution to dedicated staff time	£211,005
External Consultant Support – Delivery Capacity	£88,995
Total	**£300,000**

3. FUNDING

3.1 A signed Grant Funding Agreement (**Appendix 1, 2, 3, 4, 5 and 6**) is required for each project.

3.2 Funds will not be released to the Council in advance, but rather it is intended that an application for reclaiming funds that have been spent will be made with supporting evidence and the budgets will be managed/ monitored accordingly.

3.3 The match funding requirements are set out in section 2 above.

4. RISKS

4.1 The main project risks associated with this specific programme of works have been identified in table 3 below.

Table 3

Risk Area	Detail	RAG Rating	Mitigation	RAG Rating
Financial	The deadline for spend of the grants is not met - given the extensive nature of the projects, there is a risk that grant will not be spent in time.		Apply adequate resource to the project to ensure programme adherence.	
Programme	Lack of resource capacity to undertake workstreams in line with expectations.		Apply adequate resource to the project to ensure programme adherence. Seek additional support from GMCA partners.	

5. CONCLUSION

5.1 The regeneration of Ashton and Stalybridge and delivery of Godley Green Garden Village are priority projects that support delivery of GM Growth Locations Programme, the Tameside Borough Strategy and Council Plan.

5.2 This revenue funding secured via GMCA and Homes England provides a significant financial contribution to the Strategic Growth work programme and provides a proactive and positive response to the delivery of inclusive growth in Tameside.

6. RECOMMENDATIONS

6.1 As set out at the front of the report.

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DATE **2026**

GREATER MANCHESTER COMBINED AUTHORITY

And

TAMESIDE METROPOLITAN BOROUGH COUNCIL

GRANT AGREEMENT

Relating to GMCA Growth Locations Revenue Funding 2026/27 for Ashton Central and Interchange SRF

This Grant Agreement is made the day of 2026

Between

(1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")

(2) **Tameside Metropolitan Borough Council** whose office is at the Town Hall, Ashton-Under-Lyne, Tameside, OL6 6BH ("the **Recipient**")

WHEREAS

(A) Growth Locations Revenue Grant funding is provided from the GMCA to support strategic priority projects in Greater Manchester.

(B) The GMCA holds the surplus generated through both Housing Investment Fund and Retained Business Rates.

(C) The GMCA has agreed to make available to the Recipient the Grant to carry out the Purpose. This Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

IT IS AGREED AS FOLLOWS:

1. Introduction and definitions

1.1 This grant agreement (the "Grant Agreement") consists of these terms and conditions and the Schedules hereto

1.2 In this Grant Agreement:

"Data Protection Legislation" means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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.

"EIR" means the Environmental Information Regulations 2004

"**FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"**Grant**" means the grant payable by the GMCA to the Recipient under the terms of this Grant Agreement, the maximum amount of which (the "**Grant Amount**") is specified in Schedule 1.

"Grant Claim Form" means the form to be submitted by the Recipient in order to receive payment from the GMCA as set out in Schedule 3;

"**Grant Period**" means the period specified in Schedule 1 or ending on earlier termination of this Grant Agreement.

"**Information"** has the meaning given under s84 of the FOIA

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

"Match Funding" means the monetary contribution to the Purpose from the Recipient as set out in Clause 4.3.

"**Purpose**" means the purpose set out in Schedule 1.

"Request for Information" means a request for Information relating to this Grant Agreement under the FOIA or EIR.

"**Subsidy Control Law**" means any provision of law or regulation relating to the giving of subsidies out of public resources including without limitation the Subsidy Control Act 2022 and, to the extent applicable the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and Co-operation Agreement, the Northern Ireland Protocol and any other directly effective subsidy control provisions contained in trade agreements between the UK and other states and including any related secondary legislation and (to the extent legally binding) any applicable judgment, court order, statute, statutory instrument, regulation or decision.

"**UK GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

"**VAT**" means value added tax.

1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

1.4 The words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation".

2. Grant Offer and Capacity

2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the GMCA shall pay the Grant to the Recipient as a contribution towards eligible expenditure for the Purpose.

2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the Grant Amount and for the Purpose specified in this Grant Agreement.

2.3 The Recipient warrants and represents as follows:

(i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and

(ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and

(iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

(iv) ensure that its use of the Grant complies with Subsidy Control Law (including, where relevant, obtaining and retaining all declarations and information as may be required to enable the GMCA to demonstrate compliance with the Subsidy Control Law).

3. Purpose and extent of the Grant

3.1 The Recipient shall use the Grant for the Purpose for the Grant Period as set out in and in accordance with this Grant Agreement or as approved in writing by the GMCA and the Recipient shall not use the Grant for any other purpose.

4. Amount of the Grant and VAT

4.1 The GMCA has agreed funding of up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

4.2 The payment of Grant is believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the GMCA shall not be obliged to pay any additional amount by way of VAT.

4.3 The payment of Grant is conditional upon the Match Funding of £40,000 (50% commission total) being committed to the Purpose.

5. Payment of the Grant

5.1 Subject to compliance with this Grant Agreement payments of the Grant Amount will be made as detailed in Schedule 2 and Schedule 3.

5.2 In order for any payment to be released, the Recipient is required to:

5.2.1 have signed and returned a copy of this Grant Agreement to the GMCA, and

5.2.2 have provided the appropriate bank details, and

5.2.3 have submitted a valid invoice and completed Grant Claim Form, and

5.2.4 be in compliance with the terms and conditions of this Grant Agreement.

5.3 The GMCA reserves the right to withhold all or any payments of the Grant if the GMCA has reasonably requested information/documentation from the Recipient and this has not been received by the GMCA in the timescales reasonably required.

6 Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.

7 Managing the Grant

7.1 Each party must notify the other of:

(a) the nominated person who will act as the party's authorised representative; and

(b) the contact details of the authorised representative and any deputies.

7.2 The Recipient shall submit the monitoring information as detailed in Schedule 2.

7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.4 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.

7.5 The Recipient must notify the GMCA as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds must be returned to the GMCA.

7.6 If an overpayment of the Grant has been made, the Recipient shall return such overspend to the GMCA promptly.

7.7 The Recipient may not vire funds between this Grant and other grants made to it.

7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

8. Records to be kept

8.1 The Recipient must:

(a) maintain and operate effective monitoring and financial management systems; and

(b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(b) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 The Recipient, without charge, will permit any officer or officers of the GMCA, National Audit Office or Audit Commission or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour to provide notice of its intent to conduct an audit.

8.4 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

8.5 The Recipient will send the GMCA a copy of its audited accounts within 28 days of production of the same.

8.6 The Recipient will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

9. Audit and inspection

9.1 The Recipient, without charge, will permit any officer or officers of the GMCA, external funding and/or auditing bodies (including but not limited to Ministry of Housing, Communities & Local Government, National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

9.2 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

10. Lawful conduct, equal opportunities and activities funded by the Grant

10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:

(a) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

(b) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.

10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity.

10.4 The Parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

11.2. Without prejudice to clause 11.1 the Recipient shall comply with current Subsidy Control Law at all times in relation to the Purpose and the Grant Funding.

12. Breach of Grant Terms

12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or

b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or

d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or

e) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.

12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

13. Insurance

13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the Funder on request.

14. Indemnity

14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.

14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except for any liability which cannot be excluded or limited at law, or where the Recipient has been negligent or committed fraud, the Recipient's total aggregate liability howsoever arising out of, or in connection with this Grant Agreement, shall not exceed the total value of the Grant received by the Recipient under this Grant Agreement.

15. Intellectual Property Rights

15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.

15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA.

16. Grant Period and Termination

16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement; or

b) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or

c) the Recipient has failed to comply with any of the material obligations of this Grant Agreement and fails to remedy the same

within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or

d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or

e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or

f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or

g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

h) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement.

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.

18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:

(a) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

(b) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires within five working days (or such other period as the party may specify) of the party requesting that Information; and

(c) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

18.3 In respect of any FOIA or EIR request, the recipient of the request shall be responsible for determining at its absolute discretion whether Information:

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR Regulations or is to be disclosed in response to a request for information;

(b) is commercially sensitive information

18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

(a) without consulting with the other party, or

(b) following consultation with the other party and having taken its views into account.

18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

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19. Notices

19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:

19.2.1 if delivered by hand, upon receipt;

19.2.2 if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

21. Governing Law

21.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

22 Electronic Completion and Signature

22.1 This Grant Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.

22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

This Agreement is executed by the parties hereto as a deed the day and year first before written.

Schedule 1
Grant Amount, Purpose and Grant Period

Grant Amount: £150,000

Purpose: The purpose of the Grant is to commission a Strategic Regeneration Framework (SRF) for the Ashton Central and Interchange areas.

Milestones: The Grant will be monitored against the achievement of the following milestones:

Milestone	Target Date
• TBC	
•	
•	

Outputs: The Grant will be used to support the delivery of the following outputs:

- Due Diligence

Any outputs relating to the commission should be shared with the relevant GMCA Strategic Growth and Delivery Lead upon completion.

Grant Period: From the date of this Grant Agreement to 31st March 2028.

Schedule 2
Grant Payments
Monitoring Requirements

The Recipient can claim the Grant against costs incurred for the Purpose. In order to claim the grant the Recipient should provide copies of the following to the GMCA:

- Completed Grant claim form (see Schedule 3)
- Evidence of costs being incurred and paid (invoices and defrayment)
- Evidence supplied of competitive tendering or agreed fee
- Confirmation of Match Funding

Schedule 3
Grant Claim Form

To: GMCA

From: Tameside Metropolitan Borough Council

Date: [ ]

GMCA Growth Locations Revenue Funding 2026/27

1. I refer to the Grant Agreement. This is a claim form for the Purpose as referenced in the Grant Agreement.

2. I wish to claim the following amount of Grant funding:

   2.1 Grant amount to be claimed: [ ]

   2.2 Date requested for payment of Grant: [ ]

3. Payment Instructions

   3.1 Bank name: [ ]

   3.2 Bank branch/address: [ ]

   3.3 Bank sort code: [ ]

   3.4 Bank account number: [ ]

   3.5 Bank account number: [ ]

4. Additional Information

   4.1 Total Grant amount approved: **£40,000**

   4.2 Total Grant amount claimed, approved and paid to date to date (excluding this claim): [ ]

5. The claim form and request for Grant funding is made in accordance with the Grant Agreement.

6. I confirm that:

   6.1 each condition specified in the Grant Agreement is satisfied;

   6.2 the Grant to be provided pursuant to this claim form is in respect of Purpose and will be used to meet the Grant Purpose and that no other claim form has been submitted or payment of Grant made in respect of such costs;

   6.3 supporting evidence (to the GMCA's satisfaction) submitted with this claim form provides accurate and complete evidence of the costs incurred by us to date in relation to the Purpose;

6.4 we have not received and will not receive any other grants, financial support or contributions towards the Purpose for which payment is now being sought; and

6.5 the information in this form is true and correct.

By: …….

Section 151 Officer
for and on behalf of
Tameside Metropolitan Borough Council

Name (Printed):

Position:

Dated:

By: …….

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

THE COMMON SEAL OF
THE GREATER MANCHESTER
COMBINED AUTHORITY
was hereunto affixed in the pursuance of
an Order of the said Authority:

Authorised Signatory

Executed as a Deed by affixing the
COMMON SEAL of **TAMESIDE**
METROPOLITAN BOROUGH COUNCIL
In the presence of:

Authorised Signatory ……

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DATE **2026**

GREATER MANCHESTER COMBINED AUTHORITY

And

TAMESIDE METROPOLITAN BOROUGH COUNCIL

GRANT AGREEMENT

Relating to GMCA Growth Locations Revenue Funding 2026/27 for Tame Valley Employment Growth Study

This Grant Agreement is made the day of 2026

Between

(1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")

(2) **Tameside Metropolitan Borough Council** whose office is at the Town Hall, Ashton-Under-Lyne, Tameside, OL6 6BH ("the **Recipient**")

WHEREAS

(A) Growth Locations Revenue Grant funding is provided from the GMCA to support strategic priority projects in Greater Manchester.

(B) The GMCA holds the surplus generated through both Housing Investment Fund and Retained Business Rates.

(C) The GMCA has agreed to make available to the Recipient the Grant to carry out the Purpose. This Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

IT IS AGREED AS FOLLOWS:

1. Introduction and definitions

1.1 This grant agreement (the "Grant Agreement") consists of these terms and conditions and the Schedules hereto

1.2 In this Grant Agreement:

"Data Protection Legislation" means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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.

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"**FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"**Grant**" means the grant payable by the GMCA to the Recipient under the terms of this Grant Agreement, the maximum amount of which (the "**Grant Amount**") is specified in Schedule 1.

"Grant Claim Form" means the form to be submitted by the Recipient in order to receive payment from the GMCA as set out in Schedule 3;

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"Match Funding" means the monetary contribution to the Purpose from the Recipient as set out in Clause 4.3.

"**Purpose**" means the purpose set out in Schedule 1.

"Request for Information" means a request for Information relating to this Grant Agreement under the FOIA or EIR.

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2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the GMCA shall pay the Grant to the Recipient as a contribution towards eligible expenditure for the Purpose.

2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the Grant Amount and for the Purpose specified in this Grant Agreement.

2.3 The Recipient warrants and represents as follows:

(i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and

(ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and

(iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

(iv) ensure that its use of the Grant complies with Subsidy Control Law (including, where relevant, obtaining and retaining all declarations and information as may be required to enable the GMCA to demonstrate compliance with the Subsidy Control Law).

3. Purpose and extent of the Grant

3.1 The Recipient shall use the Grant for the Purpose for the Grant Period as set out in and in accordance with this Grant Agreement or as approved in writing by the GMCA and the Recipient shall not use the Grant for any other purpose.

4. Amount of the Grant and VAT

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5.2.1 have signed and returned a copy of this Grant Agreement to the GMCA, and

5.2.2 have provided the appropriate bank details, and

5.2.3 have submitted a valid invoice and completed Grant Claim Form, and

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6 Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.

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7.1 Each party must notify the other of:

(a) the nominated person who will act as the party's authorised representative; and

(b) the contact details of the authorised representative and any deputies.

7.2 The Recipient shall submit the monitoring information as detailed in Schedule 2.

7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.4 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.

7.5 The Recipient must notify the GMCA as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds must be returned to the GMCA.

7.6 If an overpayment of the Grant has been made, the Recipient shall return such overspend to the GMCA promptly.

7.7 The Recipient may not vire funds between this Grant and other grants made to it.

7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

8. Records to be kept

8.1 The Recipient must:

(a) maintain and operate effective monitoring and financial management systems; and

(b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(b) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 The Recipient, without charge, will permit any officer or officers of the GMCA, National Audit Office or Audit Commission or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour to provide notice of its intent to conduct an audit.

8.4 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

8.5 The Recipient will send the GMCA a copy of its audited accounts within 28 days of production of the same.

8.6 The Recipient will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

9. Audit and inspection

9.1 The Recipient, without charge, will permit any officer or officers of the GMCA, external funding and/or auditing bodies (including but not limited to Ministry of Housing, Communities & Local Government, National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

9.2 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

10. Lawful conduct, equal opportunities and activities funded by the Grant

10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:

(a) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

(b) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.

10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity.

10.4 The Parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

11.2. Without prejudice to clause 11.1 the Recipient shall comply with current Subsidy Control Law at all times in relation to the Purpose and the Grant Funding.

12. Breach of Grant Terms

12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or

b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or

d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or

e) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.

12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

13. Insurance

13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the Funder on request.

14. Indemnity

14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.

14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except for any liability which cannot be excluded or limited at law, or where the Recipient has been negligent or committed fraud, the Recipient's total aggregate liability howsoever arising out of, or in connection with this Grant Agreement, shall not exceed the total value of the Grant received by the Recipient under this Grant Agreement.

15. Intellectual Property Rights

15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.

15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA.

16. Grant Period and Termination

16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement; or

b) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or

c) the Recipient has failed to comply with any of the material obligations of this Grant Agreement and fails to remedy the same

within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or

d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or

e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or

f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or

g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

h) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement.

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.

18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:

(a) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

(b) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires within five working days (or such other period as the party may specify) of the party requesting that Information; and

(c) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

18.3 In respect of any FOIA or EIR request, the recipient of the request shall be responsible for determining at its absolute discretion whether Information:

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR Regulations or is to be disclosed in response to a request for information;

(b) is commercially sensitive information

18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

(a) without consulting with the other party, or

(b) following consultation with the other party and having taken its views into account.

18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

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19. Notices

19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:

19.2.1 if delivered by hand, upon receipt;

19.2.2 if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

21. Governing Law

21.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

22 Electronic Completion and Signature

22.1 This Grant Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.

22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

This Agreement is executed by the parties hereto as a deed the day and year first before written.

Schedule 1
Grant Amount, Purpose and Grant Period

Grant Amount: £75,000

Purpose: The purpose of the Grant is to commission the Tame Valley Employment Growth Study.

Milestones: The Grant will be monitored against the achievement of the following milestones:

Milestone	Target Date
• TBC	
•	
•	

Outputs: The Grant will be used to support the delivery of the following outputs:

- Due Diligence

Any outputs relating to the commission should be shared with the relevant GMCA Strategic Growth and Delivery Lead upon completion.

Grant Period: From the date of this Grant Agreement to 31st March 2028.

Schedule 2
Grant Payments
Monitoring Requirements

The Recipient can claim the Grant against costs incurred for the Purpose. In order to claim the grant the Recipient should provide copies of the following to the GMCA:

- Completed Grant claim form (see Schedule 3)
- Evidence of costs being incurred and paid (invoices and defrayment)
- Evidence supplied of competitive tendering or agreed fee
- Confirmation of Match Funding

Schedule 3
Grant Claim Form

To: GMCA

From: Tameside Metropolitan Borough Council

Date: [ ]

GMCA Growth Locations Revenue Funding 2026/27

1. I refer to the Grant Agreement. This is a claim form for the Purpose as referenced in the Grant Agreement.

2. I wish to claim the following amount of Grant funding:

   2.1 Grant amount to be claimed: [ ]

   2.2 Date requested for payment of Grant: [ ]

3. Payment Instructions

   3.1 Bank name: [ ]

   3.2 Bank branch/address: [ ]

   3.3 Bank sort code: [ ]

   3.4 Bank account number: [ ]

   3.5 Bank account number: [ ]

4. Additional Information

   4.1 Total Grant amount approved: **£40,000**

   4.2 Total Grant amount claimed, approved and paid to date to date (excluding this claim): [ ]

5. The claim form and request for Grant funding is made in accordance with the Grant Agreement.

6. I confirm that:

   6.1 each condition specified in the Grant Agreement is satisfied;

   6.2 the Grant to be provided pursuant to this claim form is in respect of Purpose and will be used to meet the Grant Purpose and that no other claim form has been submitted or payment of Grant made in respect of such costs;

   6.3 supporting evidence (to the GMCA's satisfaction) submitted with this claim form provides accurate and complete evidence of the costs incurred by us to date in relation to the Purpose;

6.4 we have not received and will not receive any other grants, financial support or contributions towards the Purpose for which payment is now being sought; and

6.5 the information in this form is true and correct.

By: …….

Section 151 Officer
for and on behalf of
Tameside Metropolitan Borough Council

Name (Printed):

Position:

Dated:

By: …….

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

THE COMMON SEAL OF
THE GREATER MANCHESTER
COMBINED AUTHORITY
was hereunto affixed in the pursuance of
an Order of the said Authority:

Authorised Signatory

Executed as a Deed by affixing the
COMMON SEAL of **TAMESIDE**
METROPOLITAN BOROUGH COUNCIL
In the presence of:

Authorised Signatory ……

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DATE **2026**

GREATER MANCHESTER COMBINED AUTHORITY

And

TAMESIDE METROPOLITAN BOROUGH COUNCIL

GRANT AGREEMENT

Relating to GMCA Growth Locations Revenue Funding 2026/27 for Ashton and Stalybridge Socio-Economic Analysis

This Grant Agreement is made the day of 2026

Between

(1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")

(2) **Tameside Metropolitan Borough Council** whose office is at the Town Hall, Ashton-Under-Lyne, Tameside, OL6 6BH ("the **Recipient**")

WHEREAS

(A) Growth Locations Revenue Grant funding is provided from the GMCA to support strategic priority projects in Greater Manchester.

(B) The GMCA holds the surplus generated through both Housing Investment Fund and Retained Business Rates.

(C) The GMCA has agreed to make available to the Recipient the Grant to carry out the Purpose. This Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

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"**VAT**" means value added tax.

1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

1.4 The words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation".

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2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the Grant Amount and for the Purpose specified in this Grant Agreement.

2.3 The Recipient warrants and represents as follows:

(i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and

(ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and

(iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

(iv) ensure that its use of the Grant complies with Subsidy Control Law (including, where relevant, obtaining and retaining all declarations and information as may be required to enable the GMCA to demonstrate compliance with the Subsidy Control Law).

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3.1 The Recipient shall use the Grant for the Purpose for the Grant Period as set out in and in accordance with this Grant Agreement or as approved in writing by the GMCA and the Recipient shall not use the Grant for any other purpose.

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5.2.3 have submitted a valid invoice and completed Grant Claim Form, and

5.2.4 be in compliance with the terms and conditions of this Grant Agreement.

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6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.

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(b) the contact details of the authorised representative and any deputies.

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7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.4 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.

7.5 The Recipient must notify the GMCA as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds must be returned to the GMCA.

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7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

8. Records to be kept

8.1 The Recipient must:

(a) maintain and operate effective monitoring and financial management systems; and

(b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(b) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 The Recipient, without charge, will permit any officer or officers of the GMCA, National Audit Office or Audit Commission or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour to provide notice of its intent to conduct an audit.

8.4 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

8.5 The Recipient will send the GMCA a copy of its audited accounts within 28 days of production of the same.

8.6 The Recipient will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

9. Audit and inspection

9.1 The Recipient, without charge, will permit any officer or officers of the GMCA, external funding and/or auditing bodies (including but not limited to Ministry of Housing, Communities & Local Government, National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

9.2 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

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10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:

(a) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

(b) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.

10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity.

10.4 The Parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

11.2. Without prejudice to clause 11.1 the Recipient shall comply with current Subsidy Control Law at all times in relation to the Purpose and the Grant Funding.

12. Breach of Grant Terms

12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or

b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or

d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or

e) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.

12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

13. Insurance

13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the Funder on request.

14. Indemnity

14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.

14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except for any liability which cannot be excluded or limited at law, or where the Recipient has been negligent or committed fraud, the Recipient's total aggregate liability howsoever arising out of, or in connection with this Grant Agreement, shall not exceed the total value of the Grant received by the Recipient under this Grant Agreement.

15. Intellectual Property Rights

15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.

15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA.

16. Grant Period and Termination

16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement; or

b) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or

c) the Recipient has failed to comply with any of the material obligations of this Grant Agreement and fails to remedy the same

within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or

d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or

e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or

f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or

g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

h) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement.

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.

18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:

(a) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

(b) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires within five working days (or such other period as the party may specify) of the party requesting that Information; and

(c) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

18.3 In respect of any FOIA or EIR request, the recipient of the request shall be responsible for determining at its absolute discretion whether Information:

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR Regulations or is to be disclosed in response to a request for information;

(b) is commercially sensitive information

18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

(a) without consulting with the other party, or

(b) following consultation with the other party and having taken its views into account.

18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

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19. Notices

19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:

19.2.1 if delivered by hand, upon receipt;

19.2.2 if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

21. Governing Law

21.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

22 Electronic Completion and Signature

22.1 This Grant Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.

22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

This Agreement is executed by the parties hereto as a deed the day and year first before written.

Schedule 1
Grant Amount, Purpose and Grant Period

Grant Amount: £30,000

Purpose: The purpose of the Grant is to commission Ashton and Stalybridge Socio-Economic Analysis.

Milestones: The Grant will be monitored against the achievement of the following milestones:

Milestone	Target Date
• TBC	
•	
•	

Outputs: The Grant will be used to support the delivery of the following outputs:

- Due Diligence

Any outputs relating to the commission should be shared with the relevant GMCA Strategic Growth and Delivery Lead upon completion.

Grant Period: From the date of this Grant Agreement to 31st March 2028.

Schedule 2
Grant Payments
Monitoring Requirements

The Recipient can claim the Grant against costs incurred for the Purpose. In order to claim the grant the Recipient should provide copies of the following to the GMCA:

- Completed Grant claim form (see Schedule 3)
- Evidence of costs being incurred and paid (invoices and defrayment)
- Evidence supplied of competitive tendering or agreed fee
- Confirmation of Match Funding

Schedule 3
Grant Claim Form

To: GMCA

From: Tameside Metropolitan Borough Council

Date: [ ]

GMCA Growth Locations Revenue Funding 2026/27

1. I refer to the Grant Agreement. This is a claim form for the Purpose as referenced in the Grant Agreement.

2. I wish to claim the following amount of Grant funding:

   2.1 Grant amount to be claimed: [ ]

   2.2 Date requested for payment of Grant: [ ]

3. Payment Instructions

   3.1 Bank name: [ ]

   3.2 Bank branch/address: [ ]

   3.3 Bank sort code: [ ]

   3.4 Bank account number: [ ]

   3.5 Bank account number: [ ]

4. Additional Information

   4.1 Total Grant amount approved: **£40,000**

   4.2 Total Grant amount claimed, approved and paid to date to date (excluding this claim): [ ]

5. The claim form and request for Grant funding is made in accordance with the Grant Agreement.

6. I confirm that:

   6.1 each condition specified in the Grant Agreement is satisfied;

   6.2 the Grant to be provided pursuant to this claim form is in respect of Purpose and will be used to meet the Grant Purpose and that no other claim form has been submitted or payment of Grant made in respect of such costs;

   6.3 supporting evidence (to the GMCA's satisfaction) submitted with this claim form provides accurate and complete evidence of the costs incurred by us to date in relation to the Purpose;

6.4 we have not received and will not receive any other grants, financial support or contributions towards the Purpose for which payment is now being sought; and

6.5 the information in this form is true and correct.

By: …….

Section 151 Officer
for and on behalf of
Tameside Metropolitan Borough Council

Name (Printed):

Position:

Dated:

By: …….

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

THE COMMON SEAL OF
THE GREATER MANCHESTER
COMBINED AUTHORITY
was hereunto affixed in the pursuance of
an Order of the said Authority:

Authorised Signatory

Executed as a Deed by affixing the
COMMON SEAL of **TAMESIDE**
METROPOLITAN BOROUGH COUNCIL
In the presence of:

Authorised Signatory ……

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DATE **2026**

GREATER MANCHESTER COMBINED AUTHORITY

And

TAMESIDE METROPOLITAN BOROUGH COUNCIL

GRANT AGREEMENT

Relating to GMCA Growth Locations Revenue Funding 2026/27 for Ashton Moss

This Grant Agreement is made the day of 2026

Between

(1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")

(2) **Tameside Metropolitan Borough Council** whose office is at the Town Hall, Ashton-Under-Lyne, Tameside, OL6 6BH ("the **Recipient**")

WHEREAS

(A) Growth Locations Revenue Grant funding is provided from the GMCA to support strategic priority projects in Greater Manchester.

(B) The GMCA holds the surplus generated through both Housing Investment Fund and Retained Business Rates.

(C) The GMCA has agreed to make available to the Recipient the Grant to carry out the Purpose. This Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

IT IS AGREED AS FOLLOWS:

1. Introduction and definitions

1.1 This grant agreement (the "Grant Agreement") consists of these terms and conditions and the Schedules hereto

1.2 In this Grant Agreement:

"Data Protection Legislation" means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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.

"EIR" means the Environmental Information Regulations 2004

"**FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"**Grant**" means the grant payable by the GMCA to the Recipient under the terms of this Grant Agreement, the maximum amount of which (the "**Grant Amount**") is specified in Schedule 1.

“Grant Claim Form” means the form to be submitted by the Recipient in order to receive payment from the GMCA as set out in Schedule 3;

“**Grant Period**” means the period specified in Schedule 1 or ending on earlier termination of this Grant Agreement.

“**Information”** has the meaning given under s84 of the FOIA

“Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

“Match Funding” means the monetary contribution to the Purpose from the Recipient as set out in Clause 4.3.

“**Purpose**” means the purpose set out in Schedule 1.

“Request for Information” means a request for Information relating to this Grant Agreement under the FOIA or EIR.

“**Subsidy Control Law**” means any provision of law or regulation relating to the giving of subsidies out of public resources including without limitation the Subsidy Control Act 2022 and, to the extent applicable the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and Co-operation Agreement, the Northern Ireland Protocol and any other directly effective subsidy control provisions contained in trade agreements between the UK and other states and including any related secondary legislation and (to the extent legally binding) any applicable judgment, court order, statute, statutory instrument, regulation or decision.

“**UK GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

“**VAT**” means value added tax.

1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

1.4 The words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation".

2. Grant Offer and Capacity

2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the GMCA shall pay the Grant to the Recipient as a contribution towards eligible expenditure for the Purpose.

2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the Grant Amount and for the Purpose specified in this Grant Agreement.

2.3 The Recipient warrants and represents as follows:

(i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and

(ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and

(iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

(iv) ensure that its use of the Grant complies with Subsidy Control Law (including, where relevant, obtaining and retaining all declarations and information as may be required to enable the GMCA to demonstrate compliance with the Subsidy Control Law).

3. Purpose and extent of the Grant

3.1 The Recipient shall use the Grant for the Purpose for the Grant Period as set out in and in accordance with this Grant Agreement or as approved in writing by the GMCA and the Recipient shall not use the Grant for any other purpose.

4. Amount of the Grant and VAT

4.1 The GMCA has agreed funding of up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

4.2 The payment of Grant is believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the GMCA shall not be obliged to pay any additional amount by way of VAT.

4.3 The payment of Grant is conditional upon the Match Funding of £40,000 (50% commission total) being committed to the Purpose.

5. Payment of the Grant

5.1 Subject to compliance with this Grant Agreement payments of the Grant Amount will be made as detailed in Schedule 2 and Schedule 3.

5.2 In order for any payment to be released, the Recipient is required to:

5.2.1 have signed and returned a copy of this Grant Agreement to the GMCA, and

5.2.2 have provided the appropriate bank details, and

5.2.3 have submitted a valid invoice and completed Grant Claim Form, and

5.2.4 be in compliance with the terms and conditions of this Grant Agreement.

5.3 The GMCA reserves the right to withhold all or any payments of the Grant if the GMCA has reasonably requested information/documentation from the Recipient and this has not been received by the GMCA in the timescales reasonably required.

6 Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.

7 Managing the Grant

7.1 Each party must notify the other of:

(a) the nominated person who will act as the party's authorised representative; and

(b) the contact details of the authorised representative and any deputies.

7.2 The Recipient shall submit the monitoring information as detailed in Schedule 2.

7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.4 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.

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7.6 If an overpayment of the Grant has been made, the Recipient shall return such overspend to the GMCA promptly.

7.7 The Recipient may not vire funds between this Grant and other grants made to it.

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8.1 The Recipient must:

(a) maintain and operate effective monitoring and financial management systems; and

(b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(b) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 The Recipient, without charge, will permit any officer or officers of the GMCA, National Audit Office or Audit Commission or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour to provide notice of its intent to conduct an audit.

8.4 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

8.5 The Recipient will send the GMCA a copy of its audited accounts within 28 days of production of the same.

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9.1 The Recipient, without charge, will permit any officer or officers of the GMCA, external funding and/or auditing bodies (including but not limited to Ministry of Housing, Communities & Local Government, National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

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10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:

(a) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

(b) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.

10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity.

10.4 The Parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

11.2. Without prejudice to clause 11.1 the Recipient shall comply with current Subsidy Control Law at all times in relation to the Purpose and the Grant Funding.

12. Breach of Grant Terms

12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or

b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or

d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or

e) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.

12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

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13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the Funder on request.

14. Indemnity

14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.

14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except for any liability which cannot be excluded or limited at law, or where the Recipient has been negligent or committed fraud, the Recipient's total aggregate liability howsoever arising out of, or in connection with this Grant Agreement, shall not exceed the total value of the Grant received by the Recipient under this Grant Agreement.

15. Intellectual Property Rights

15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.

15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA.

16. Grant Period and Termination

16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement; or

b) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or

c) the Recipient has failed to comply with any of the material obligations of this Grant Agreement and fails to remedy the same

within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or

d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or

e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or

f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or

g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

h) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement.

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.

18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:

(a) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

(b) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires within five working days (or such other period as the party may specify) of the party requesting that Information; and

(c) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

18.3 In respect of any FOIA or EIR request, the recipient of the request shall be responsible for determining at its absolute discretion whether Information:

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR Regulations or is to be disclosed in response to a request for information;

(b) is commercially sensitive information

18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

(a) without consulting with the other party, or

(b) following consultation with the other party and having taken its views into account.

18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

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19. Notices

19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:

19.2.1 if delivered by hand, upon receipt;

19.2.2 if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

21. Governing Law

21.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

22 Electronic Completion and Signature

22.1 This Grant Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.

22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

This Agreement is executed by the parties hereto as a deed the day and year first before written.

Schedule 1
Grant Amount, Purpose and Grant Period

Grant Amount: £40,000

Purpose: The purpose of the Grant is to commission due diligence and feasibility at Ashton Moss.

Milestones: The Grant will be monitored against the achievement of the following milestones:

Milestone	Target Date
• TBC	
•	
•	

Outputs: The Grant will be used to support the delivery of the following outputs:

- Due Diligence

Any outputs relating to the commission should be shared with the relevant GMCA Strategic Growth and Delivery Lead upon completion.

Grant Period: From the date of this Grant Agreement to 31st March 2027.

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Schedule 2
Grant Payments
Monitoring Requirements

The Recipient can claim the Grant against costs incurred for the Purpose. In order to claim the grant the Recipient should provide copies of the following to the GMCA:

- Completed Grant claim form (see Schedule 3)
- Evidence of costs being incurred and paid (invoices and defrayment)
- Evidence supplied of competitive tendering or agreed fee
- Confirmation of Match Funding

Schedule 3
Grant Claim Form

To: GMCA

From: Tameside Metropolitan Borough Council

Date: [ ]

GMCA Growth Locations Revenue Funding 2026/27

1. I refer to the Grant Agreement. This is a claim form for the Purpose as referenced in the Grant Agreement.

2. I wish to claim the following amount of Grant funding:

   2.1 Grant amount to be claimed: [ ]

   2.2 Date requested for payment of Grant: [ ]

3. Payment Instructions

   3.1 Bank name: [ ]

   3.2 Bank branch/address: [ ]

   3.3 Bank sort code: [ ]

   3.4 Bank account number: [ ]

   3.5 Bank account number: [ ]

4. Additional Information

   4.1 Total Grant amount approved: **£40,000**

   4.2 Total Grant amount claimed, approved and paid to date to date (excluding this claim): [ ]

5. The claim form and request for Grant funding is made in accordance with the Grant Agreement.

6. I confirm that:

   6.1 each condition specified in the Grant Agreement is satisfied;

   6.2 the Grant to be provided pursuant to this claim form is in respect of Purpose and will be used to meet the Grant Purpose and that no other claim form has been submitted or payment of Grant made in respect of such costs;

   6.3 supporting evidence (to the GMCA's satisfaction) submitted with this claim form provides accurate and complete evidence of the costs incurred by us to date in relation to the Purpose;

6.4 we have not received and will not receive any other grants, financial support or contributions towards the Purpose for which payment is now being sought; and

6.5 the information in this form is true and correct.

By: …….

Section 151 Officer
for and on behalf of
Tameside Metropolitan Borough Council

Name (Printed):

Position:

Dated:

By: …….

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

THE COMMON SEAL OF
THE GREATER MANCHESTER
COMBINED AUTHORITY
was hereunto affixed in the pursuance of
an Order of the said Authority:

Authorised Signatory

Executed as a Deed by affixing the
COMMON SEAL of **TAMESIDE**
METROPOLITAN BOROUGH COUNCIL
In the presence of:

Authorised Signatory ……

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OFFICIAL

Homes England – Grant Funding Agreement in relation to:

Directorate: Markets, Partners and Places

Project: Tameside Phase 53 - Godley Green Village PCS 31134

Dated **November 2026**

Parties:

(1) **Homes and Communities Agency (trading as Homes England)** of The Lumen, 2nd Floor, St James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ (**Homes England**); and

1. **(2) Tameside Metropolitan Borough Council** of Tameside One, PO Box 317, Ashton Under Lyne, OL6 0GS (the **Local Authority**).**Recitals**

1.1 Homes England agrees to make the Funding available to the Local Authority on the terms of this Agreement

1.2 The Local Authority agrees to use the Funding to progress delivery of Tameside Godley Green Village.

2. **General**

1.3 Homes England agrees to provide the Funding subject to the terms of this Agreement including the terms specified in the Standard Terms and Conditions of Funding.

1.4 The Parties acknowledge that the provision of Funding is considered an intra-public transfer of funds and not Subsidy.

1.5 All definitions and principles of interpretation set out in the Standard Terms and Conditions of Funding specified in **Schedule 1** shall apply to this Agreement (including the schedules to this Agreement), and the schedules and the Appendices to this Agreement are incorporated into and form part of this Agreement.

1.6 The Local Authority acknowledges and agrees that Homes England's obligation to provide the Funding is subject to Homes England receiving any approvals Homes England may require (whether internally or from central Government) and on central Government making funds available to Homes England for the Funding.

1.7 The key principles of the proposed Funding for the Project are as follows:

Total Commitment	means up to Ninty Thousand pounds (£90,000)
Availability Period	From the Start Date up to and including 31 March 2027
Project	Tameside Phase 53 - Godley Green Village PCS 31134
Outputs and Milestones	See **Schedule 2**
Start Date	29 September 2026
End Date	Means 31 March 2027
Project Completion Date	31 March 2027

Project Costs	means the consultancy fees / surveys or other "preparatory" costs incurred by the Local Authority for the purposes of the Project and which Homes England is satisfied have been reasonably and properly incurred by the Local Authority in carrying out the Project provided such costs have been verified and approved in writing by Homes England which without limitation and for the avoidance of doubt do not include any finance charges but does include any non-recoverable VAT and professional fees in connection with the design supervision and/or implementation of the Project.
Standard Terms and Conditions of Funding	means the standard terms and conditions of funding contained at Schedule 1**.**

2. Conditions Precedent to the initial Funding and each other Funding

2.1 Homes England's obligations under this Agreement to make available any Funding is subject to the conditions precedent more particularly specified in **Schedule 3*,*** each being met in a form and substance satisfactory to Homes England at the time:

(a) when the Local Authority delivers a Claim Form to Homes England; and

(b) when such Funding is to be made available to the Local Authority.

2.2 The conditions precedent required by Homes England pursuant to this Clause 3 are for the sole benefit of Homes England and may only be waived or otherwise deferred by Homes England in writing at its entire discretion.

2.3 **Reporting**

The Local Authority will provide Homes England with the Monitoring and Progress Report in accordance with paragraph 8 to the Standard Terms and Conditions of Funding**.**

2.4 **Communications**

The Local Authority contact for all enquiries at Homes England is Neelam Mehmood.

All notices given by the Local Authority to Homes England must be in writing and either be delivered at or sent by first class post to The Lumen, 2nd Floor, St James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ. marked for the attention of: Neelam Mehmood.

Any notice or other communications between us shall be accepted as having been received;

(a) if sent by first-class post, three Business Days after posting exclusive of the day of posting; or

(b) if delivered by hand, on the day of delivery.

And in the case of Homes England addressed as set out above and in the case of the Local Authority toLaura Green.

Either party may change the details of service by notice in accordance with the above.

2.5 **Amendments to the Agreement**

Homes England may amend or vary the Agreement where either;

(a) mandatory changes are required by UK laws or regulations; or

(b) by mutual written consent between the Local Authority and Homes England.

3. TERMINATION

Homes England reserves the right to terminate this Agreement by notice in writing and / or to implement paragraphs 6 and/or 7 of the Standard Terms and Conditions of Funding with immediate effect where;

(a) The Local Authority does not submit a Claim Form within 12 months of the Start Date or such other period agreed with Homes England in writing;

(b) The Local Authority becomes Insolvent;

(c) The Local Authority fails to achieve any Output or Milestone;

(d) The Local Authority fails to remedy any breach of this Agreement which is capable of remedy within 14 Business Days of Homes England requesting the Local Authority to do so;

(e) The Local Authority commits a breach of this Agreement which is incapable of remedy.

IN WITNESS whereof this document has been executed as a deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated

The common seal of)
HOMES AND COMMUNITIES AGENCY)
is hereunto affixed in the presence of:)

……

Name:

Authorised Signatory

The common seal of)
TAMESIDE METROPOLITAN BOROUGH COUNCIL)
is hereunto affixed in the presence of:)

……

Name:

Authorised Signatory

STANDARD TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

In these Standard Terms and Conditions of Funding the following words and expressions have the following meanings:

Agreement means this agreement, the attached schedules and annexes pursuant to which Homes England makes Funding available to the Local Authority from time to time and incorporating these Standard Terms and Conditions of Funding;

Availability Period means as defined in paragraph 2.5 to this Agreement;

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Claim means an application for Funding;

Claim Form means the document in the form of the template annexed as Appendix 1 to be completed and provided by the Local Authority to the nominated Homes England contact at agreed intervals to claim Funding;

Data Protection Legislation and **DPL** means (i) Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (GDPR) (created by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations) (ii) any successor legislation to the GDPR or the DPA and (iii) all applicable law relating to the processing of personal data and privacy;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or legislation on procurement by public bodies;

Funding means funding made or to be made under this Agreement or the principal amount of each advance of funding made by Homes England under this Agreement or the aggregate amount of all advances of funding which have been made by Homes England as a financial contribution towards the Project;

Health and Safety Legislation means any applicable health and safety legislation, statutory instruments or regulations (including but not limited to the Health and Safety at Work etc. Act 1974) and any guidance and/or codes of practice relating to them;

Insolvency means a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989 or a direction by the Secretary of State under Section 15 of the Local Government Act 1999.

Local Authority Senior Officer means the employee of the Local Authority holding the title of 'Section 151 Officer' or any such other person with equivalent seniority notified to Homes England by the Local Authority;

Milestones means the key events and stages as agreed between the Local Authority and Homes England in relation to the Project as detailed in Schedule 2.

Milestone Date means the date set out in the definition of Milestones by which the relevant Milestone must have been achieved;

Monitoring and Progress Report means a report prepared by the Local Authority and submitted to Homes England, the means of submission and the location of the form being as notified by Homes England to the Local Authority from time to time in writing;

Outputs means the **s**pecific targets and objectives agreed between the Local Authority and Homes England as detailed in Schedule 2.

Project means the project to which the Funding relates, details of which are set out in paragraph **1.7** to this Agreement;

Project Completion Date means the date by which the work on the Project is to be completed as defined in paragraph 2.5 to this Agreement;

Quarter Date means each of 31 March, 30 June, 30 September and 31 December;

Regulatory Body means any UK Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the Department for Communities and Local Government, UK central Government or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Homes England;

Start Date means the date by which the work on the Project is to be started as defined in paragraph 2.5 to this Agreement;

Subsidy means as defined in section 2 of the Subsidy Control Act 2022.

Subsidy Control Act 2022 means the Subsidy Control Act 2022 and/or such other legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy

Total Commitment means as defined in paragraph 2.5 to this Agreement;

2. PROVISION OF FUNDING

Homes England (in exercise of its powers under s19 of the Housing and Regeneration Act 2008) agrees to make available to the Local Authority during the Availability Period the Funding in an aggregate principal amount equal to the Total Commitment.

3. PRE-CONDITIONS OF FUNDING

Homes England's obligations under this Agreement are subject to it having received all documents and other evidence detailed in **Schedule 3** each in form and substance to the satisfaction of Homes England.

4. WARRANTIES AND REPRESENTATIONS

4.1 By entering into this Agreement (and every time the Local Authority submits a Claim Form) the Local Authority warrants and confirms to Homes England that;

4.1.1 it is a legally constituted body and has the full capacity and authority and all necessary consents (except planning consents) to enter into and perform the obligations under this Agreement; and

4.1.2 it acknowledges that it constitutes valid, legal and binding obligations of and on the Local Authority which are enforceable against it;

4.1.3 all information, documents and accounts provided by the Local Authority or on its behalf, from time to time are and will be true, valid and correct; (minor errors and omissions as determined by Homes England in its absolute discretion excepted)

4.1.4 it is not in breach of any law or regulation agreement or obligation which affects or may affect its ability to commit to this Agreement;

4.1.5 it is not under any statutory obligation to carry out the Project or any part of it;

4.1.6 it is not to the best of its knowledge aware of any fact or circumstance that may affect the successful completion of the Project;

4.1.7 it will ensure that all the necessary consents and licences are in place and maintained for the duration of the Project without limitation.

4.1.8 it will comply with Procurement Law (to the extent that the same apply).

4.1.9 it will procure that all contractors comply with Procurement Law (to the extent that the same apply);

4.1.10 it will procure that the Project commences by the Start Date and will be completed in accordance with the terms of this Agreement

5. PAYMENT OF FUNDING

5.1 **Mechanics and payment of Funding**

5.1.1 A Claim will not be regarded as having been validly made by the Local Authority unless:

(a) it is submitted on a Claim Form which must be signed by the Local Authority Senior Officer and it is:

i received by Homes England no later than twenty (20) Business Days prior to the proposed date the Funding will be made available to the Local Authority;

ii delivered during the Availability Period; and

(b) it relates to Project Costs relating to the Project and for which the Local Authority has not submitted any other Claim or received any other funding and it is accompanied by written evidence satisfactory to Homes England that the Project Costs have been incurred together with confirmation from the Local Authority Senior Officer that it has verified and approved the Claim;

(c) it accords with the Project Costs and each Milestone is met by the relevant Milestone Date or is accompanied by evidence satisfactory to Homes England (in its absolute discretion) to justify any deviation; and

(d) it is for an amount which (if paid) would not cause the Total Commitment to be exceeded.

5.1.2 Subject to the terms of this Agreement, Homes England will pay Funding to the Local Authority within twelve (12) Business Days of receipt of a valid Claim.

5.1.3 Any amount not drawn by the Local Authority under this Agreement during the Availability Period will be automatically cancelled.

5.2 **Use of Funding**

5.2.1 The Funding will be the sole property of the Local Authority and will be used by the Local Authority for Project Costs only in line with the Milestones and the Project Costs profile detailed in Schedule 2.

5.2.2 Without affecting the obligations of the Local Authority in any way, Homes England is not bound to monitor or verify the application of any amount provided pursuant to this Agreement.

6. DEFAULT

6.1 In the event that Homes England in its sole and absolute discretion determines that an event of default has occurred

in respect of the events listed at paragraph 6.2 (**Event of Default**) Homes England has the right to serve notice of the Event of Default on the Local Authority.

6.2 An Event of Default arises where any of the following occurs :-

6.2.1 any representation or warranty made by the Local Authority pursuant to paragraph 4 is materially incorrect when made or repeated;

6.2.2 the Local Authority fails to achieve any Output or Milestone

6.2.3 the Local Authority commits a breach of any of the terms and conditions of this Agreement and/or any other agreement the Local Authority has with Homes England (and fails to remedy such breach within 14 Business Days of Homes England asking it to do so);

6.2.4 the Local Authority does not comply with paragraph 8;

6.2.5 any of the pre-conditions detailed in Schedule 3 (if applicable for the purposes of this Agreement) are not satisfied (unless waived by Homes England) within the required period;

6.2.6 assets resulting from the Funding and/or the Project are put to a use not authorised by this Agreement; and/or

6.2.7 an Insolvency event occurs.

6.3 **Homes England's rights**

Where an Event of Default has occurred Homes England in its absolute discretion may by notice to the Local Authority:

6.3.1 consider and agree a revised Output or Milestone Date with the Local Authority in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Output or Milestone Date; or

6.3.2 Where the Event of Default is capable of remedy require the Local Authority to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the remediation plan to Homes England within fifteen (15) Business Days of such request for approval. If the remediation plan is not so prepared or complied with or if the remediation plan is not acceptable to Homes England then and in any such case Homes England may exercise its rights set out in paragraphs 6.3.3 or 6.3.4 below; or

6.3.3 Withhold the provision of further Funding and/ or

6.3.4 Require the Local Authority to repay to Homes England the Funding or such proportion of the Funding as Homes England in its absolute discretion determines should be repaid. Any such recovery to be paid within three (3) Business Days of Homes England's demand.

6.3.5 In the event that the Local Authority certifies to Homes England in writing (with such supporting evidence as requested by Homes England) that (a) having used its best endeavours and efforts to do so, it is unable to meet the Outputs or Milestones and (b) such inability to meet the Outputs or Milestones results wholly and exclusively from a downturn in the housing market for the area in question and is therefore i) not specific to the area in relation to the Project and ii) beyond the control of the Local Authority,

then Homes England may (but shall not be obliged to) take this into account when exercising its discretion and considering what action to take in respect of an Event of Default, including any decision about whether to agree revised proposals for Outputs or Milestones as set out in paragraph 6.3.1 above.

6.4 **Suspension**

On and at any time after the occurrence of an Event of Default which is continuing Homes England may by notice to the Local Authority suspend or withhold payment of Funding.

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7. WITHHOLDING PAYMENTS AND REPAYMENT

Homes England may vary or withhold any or all of the payments of Funding under this Agreement and/or require repayment of any or all Funding already paid to the extent that:-

7.1 repayment or recovery is required under or by virtue of the Subsidy Control Act 2022and/or

7.2 Homes England is otherwise required to repay or recover such Funding in whole or in part by

7.2.1 such persons officeholders and bodies (however constituted) that are specified under the Subsidy Control Act 2022 as having responsibility for monitoring compliance with and/or legally enforcing Subsidy ; or

7.2.2 the courts of England and Wales;

7.3 Any Funding required to be repaid in accordance with this Clause 7 will bear interest at such rate as required under or by virtue of the Subsidy Control Act 2022 from the date of Homes England's notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of the Subsidy Control Act 2022.

8. LOCAL AUTHORITY NOTIFICATION AND REPORTING OBLIGATIONS

8.1 **Reporting**

The Local Authority will:-

8.1.1 From the Start Date until the End Date, and no later than ten (10) Business Days following each

Quarter Date provide Homes England with such information within the Monitoring and Progress Report as Homes England may reasonably require in connection with the Project (including without limitation evidence that a Claim relates to Project Costs) and the Outputs and Milestones, save that the first Monitoring and Progress Report shall be the period commencing on the Start Date and ending on the next Quarter Date;

8.1.2 Notwithstanding paragraph 8.1.1, provide Homes England with more frequent Monitoring and Progress Reports should it be requested to do so by Homes England (at its absolute discretion); and

8.1.3 procure that the Local Authority's representative and/or any other officers appointed by the Local Authority to deal with the Project will attend such meetings as Homes England may reasonably request to review progress in relation to the Project;

8.2 **Inspection and Audit Facilities**

The Local Authority will:

8.2.1 allow or procure access to its premises for Homes England, its internal auditors or its other duly authorised staff or agents or any Regulatory Body and will allow such persons to inspect and take copies of documents relating to the Project. Homes England will be entitled to interview the Local Authority's employees to obtain oral and/or written explanations of documents.

8.2.2 provide Homes England, in writing, with any such information about the Funding and/or the Project and/or the Programme as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.

8.2.3 allow Homes England or persons authorised by it to inspect, audit and take copies of all reports, books, accounting records and vouchers which relate to the Funding and the Project provided that Homes England does not impede or obstruct the progress of the Project.

8.2.4 at all times retain documentary evidence to support each Claim and will maintain full and accurate accounts for the Project in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force. For the purpose of this paragraph "Accounting Standards" means the statements of standard accounting practice referred to in section 464 of the Companies Act 2006 issued by the Accounting Standards Board.

9. CONDUCT

9.1 The Local Authority must comply with and assist and co-operate with Homes England in order that it can comply with (and require third parties who benefit from this Funding and any appointed contractors do the same) all applicable legal obligations and statutory requirements in relation to the Project, including, but not limited to:-

9.1.1 UK Planning and Environmental legislation

9.1.2 Subsidy Control Act 2022, including but not limited to N7471A/99 and N747/8/99 Partnership Support for Regeneration (1) Support for Speculative Developments and (2) Support for Bespoke Developments

9.1.3 Health and Safety Legislation

9.1.4 Employment legislation

9.1.5 CDM Regulations

9.1.6 Equal opportunities (in relation to race, sex, disability, faith and sexuality)

9.1.7 Financial regulations and legislation

9.1.8 Copyright and Data Protection legislation

9.2 In carrying out the Project the Local Authority must not act directly or indirectly in any way that will bring Homes England into disrepute.

9.3 The Local Authority must inform Homes England immediately if any of its officers involved with the Project are subject to investigation or challenge which may have a detrimental effect upon Homes England and/or the Project.

9.4 The Local Authority must advise Homes England immediately of any threat of or any notice or any resolution in respect of any Insolvency.

9.5 The Local Authority will act in good faith to achieve the Outputs and will provide evidence of this to Homes England as required by Homes England.

9.6 The Local Authority will provide Homes England with such evidence that it requires that Project Costs has been incurred.

10. INSURANCE

10.1 The Local Authority must take out and maintain with a reputable insurance company adequate insurance of the type and level of cover which it is reasonable to expect for the Project.

10.2 The Local Authority must produce a schedule of all appropriate insurance cover and copies of all relevant cover notes and insurance policies to Homes England within 10 Business Days of any such request being made by Homes England.

11. CONFIDENTIALITY, FREEDOM OF INFORMATION, DATA PROTECTION, INTELLECTUAL PROPERTY, PUBLIC RELATIONS AND PUBLICITY

11.1 **Definitions**

In this paragraph the following words and expressions have the following meanings:

Confidential Information means any and all information whether disclosed or otherwise made available by one party to another (or otherwise obtained or received by a party) whether before or after the date of this Agreement including but not limited to:-

(a) know-how, confidential, commercial and financial information and all other information which should reasonably be treated as confidential (whether marked confidential or otherwise);

(b) the existence or terms of this Agreement or other information relating to the Project; and

(c) information relating to a party's business and affairs, its customers, employees and suppliers;

in whatever form in each case (including but not limited to information given orally or in writing or in any document electronic file or machine readable form or other means of recording or representing information whatsoever) and including any information (in whatever form) derived from such information

EIR means the Environmental Information Regulations 2004, and any subordinate legislation made under the Environmental Information Regulations 2004 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

EIR Exception means any applicable exemption to EIR;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Authority/Authorities means a public authority as defined by FOIA and/or EIR;

FOIA Exemption means any applicable exemption to the FOIA;

Information means in relation to:

(a) FOIA the meaning given under section 84 of the FOIA and which is held by Homes England at the time of receipt of an RFI; and

(b) EIR the meaning given under the definition of "environmental information" in section 2 of the EIR and which is held by Homes England at the time of receipt of an RFI;

Information Commissioner has the meaning set out in the Data Protection Legislation.

Intellectual Property includes, without limit, all copyright (and future copyright), patents, trademarks and service marks (whether registered or not) design rights, registered designs, database rights, moral rights and know-how together with the right to register, protect, enforce and exploit the above anywhere in the world.

Request for Information/RFI shall have the meaning set out in the FOIA or any request for information under EIR which may relate to the Project, any agreement or any activities or business of Homes England.

11.2 **Confidentiality**

11.2.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.

11.2.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to Homes England arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

11.2.3 The obligations of confidence referred to in paragraph 11.2.2 above will not apply to any Confidential Information which:

(a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or

(b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or

(c) is lawfully in the possession of the other party before the date of this Agreement and in

respect of which that party is not under an existing obligation of confidentiality; or

(d) is independently developed without access to the Confidential Information of the other party.

11.2.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:

(a) to enable the disclosing party to perform its obligations under this Agreement; or

(b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under the FOIA and the EIR and each obligor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such Confidential Information; or

(c) by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or

(d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.

11.2.5 The Local Authority will ensure that all Confidential Information obtained from Homes England under or in connection with this Agreement:

(a) is given only to such of its employees, professional advisors, Contractors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;

(b) is treated as confidential and not disclosed (without Homes England's prior written approval) or used by any such staff or professional advisors, Contractors or consultants otherwise than for the purposes of this Agreement;

(c) where it is considered necessary in the opinion of Homes England the Local Authority will ensure that such staff, professional advisors, contractors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

11.2.6 Nothing in this paragraph 11.2 shall prevent Homes England:

(a) disclosing any Confidential Information for the purpose of:

i the examination and certification of Homes England's accounts; or

ii any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or

(b) disclosing any Confidential Information obtained from an Obligor:

i to any other department, office or agency of the Crown; or

ii to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;

(c) provided that in disclosing information under paragraphs 11.2.6(b) above Homes England discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

11.2.7 Nothing in this paragraph 11.2 shall prevent a party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property rights.

11.3 **Freedom of information**

11.3.1 The Local Authority acknowledges that Homes England is subject to legal duties which may require the release of information under the FOIA and/or the EIR and that Homes England may be under an obligation to provide Information subject to a Request for Information.

11.3.2 Homes England shall be responsible for determining in its absolute discretion whether:

(a) any Information is Exempted Information or remains Exempted Information; or

(b) any Information is to be disclosed in response to a Request for Information.

11.3.3 Subject to paragraph 11.3.4 below, the Local Authority acknowledges that Homes England may be obliged under the FOIA or the EIR to disclose Information:

(a) without consulting the Local Authority; or

(b) following consultation with the Local Authority and having taken (or not taken, as the case may be) its views into account.

11.3.4 Without in any way limiting paragraph 11.3.2 above, in the event that Homes England receives a Request

for Information, Homes England will, where appropriate, as soon as reasonably practicable notify the Local Authority .

11.3.5 The Local Authority will assist and co-operate with Homes England as requested by Homes England to enable Homes England to comply with its disclosure obligations under the FOIA and the EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents, contractors and sub-contractors will), at their own cost: provide all such assistance as may be required from time to time by Homes England and supply such data or information as may be requested by Homes England; and

11.3.6 Nothing in this Agreement will prevent Homes England from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under the FOIA and / or the EIR in relation to any Exempted Information.

11.3.7 To the extent that the Local Authority becomes a FOIA Authority subject to the FOIA and the EIR during the course of this Agreement this paragraph will apply mutatis mutandis to both parties.

11.3.8 The obligations in this paragraph 11.3 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

11.3.9 **Publication of information before Parliament**

The Local Authority acknowledges that the National Audit Office has the right to publish details of this Agreement in its relevant reports to Parliament.

11.4 **Data Protection**

For the purposes of this paragraph, "**Personal Data**" and "**Process**" shall have the meanings ascribed to them in Data Protection Legislation (DPL).

11.4.1 **Cooperation**

The parties will co-operate with one another in order to enable each party to fulfil its statutory obligations under the DPL.

11.4.2 **Registrations, notifications and consents**

The Local Authority warrants and represents that it has obtained all and any necessary registrations, notifications and consents required by the DPL to process personal data for the purposes of performing its obligations under this Agreement. The Local Authority undertakes at all times during the term of this Agreement to comply with the DPL (and the data protection principles contained therein) in processing all Personal Data in connection with this Agreement and shall not perform its obligations under this Agreement in such a way as to cause Homes England to breach any of its applicable obligations under the DPL.

11.5 **Intellectual Property Rights**

11.5.1 Homes England is entitled to make publicly available best practice arising from the Project ("Project Know-how") and (subject to Clause 11.5.2) the Local Authority hereby grants to Homes England a licence to use such Project Know-how in accordance with this Clause. Homes England will have the right to amend the Project Know-how or to combine with any other know how as it thinks fit when compiling and publishing what it regards as best practice.

11.5.2 If the intellectual property rights in Project Know-how are owned by a third party, the Local Authority will use its reasonable endeavours to obtain a licence for Homes England to use such Project Know-how in accordance with this Clause. The Local Authority will notify Homes England where the Local Authority are unable to obtain such licence and will identify which parts of the Project Know-how Homes England is not licensed to use.

11.5.3 Subject to Clause 11.5.2 the Local Authority will provide Homes England with complete copies of and access to all information and know-how relating to or derived from the Project (including the methods by which the Project was conducted). The Local Authority will provide all assistance and explanation requested by Homes England to enable it to disseminate best practice.

12. INDEMNITY

The Local Authority will be liable for and will indemnify Homes England in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to Homes England or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by the Local Authority of its obligations under this Agreement except to the extent that the same is due to any act or neglect of Homes England.

13. ACCESS TO INFORMATION

13.1 The Local Authority is required to provide Homes England, in writing, any such information about the Funding as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.

13.2 The Local Authority is required to record for Homes England any such information as may be required to monitor and evaluate the performance of this Agreement. The Local Authority is required to retain this information for access by Homes England or any Regulatory Body for a minimum period of 10 years from the Project Completion Date.

13.3 The Local Authority is required to provide to Homes England, at reasonable request, access to all and any information about the Project including the location(s) at which the Project will be/ has delivered, Outputs and / or beneficiaries of the Funding from the Start Date up to and including the End Date.

14. TRANSFER

The offer of Funding is personal to the Local Authority. Unless otherwise specifically agreed in writing by Homes England the Local Authority may not assign, novate, transfer, sub-contract or dispose of in any other way either the benefit of the Funding or any of its obligations under this Agreement.

15. VAT

The Local Authority and Homes England both understand and agree that the Funding by Homes England under this Agreement is not consideration for any supply for Value Added Tax ("**VAT**") purposes whether by the Local Authority or otherwise. If, notwithstanding this agreement and understanding of the Local Authority and Homes England, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

16. CHANGES

The Local Authority must advise Homes England immediately if the Local Authority want or require to make any changes to the Project including, but not limited to, changes to any of the Outputs, Milestones, Start Date, End Date, Project Completion Date, Project costs and/or funding of the Project. Any changes must be agreed, in writing, with Homes England before taking effect.

17. PUBLICITY

17.1 The Local Authority will ensure that, where appropriate, publicity is given to the Project by drawing attention to the benefits and opportunities afforded by it. In acknowledging the contribution and investment made by Homes England the Local Authority must comply with any guidance on publicity provided by or on behalf of Homes England from time to time.

17.2 The Local Authority must not publicise or promote the Funding without Homes England's prior written agreement.

17.3 Any reference to Homes England or the Funding in any publicity and / or promotional material relating to the Project must be approved, in advance and in writing, by Homes England.

17.4 Homes England reserves the right to use all data provided by the Local Authority in relation to the Funding for publicity or promotional purposes.

18. FEES AND EXPENSES- VARIATIONS AND ENFORCEMENT COSTS

18.1 The Local Authority shall within three (3) Business Days of demand on demand, pay to Homes England the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:

18.1.1 in connection with the variation or amendment of, or enforcement or preservation of any rights under, this Agreement; or

18.1.2 in investigating any Event of Default which has occurred.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

20. FURTHER ASSURANCE

On the written request of Homes England, the Local Authority will promptly execute and deliver or procure the execution and delivery of any further documents necessary to obtain for Homes England the full benefit of this Agreement.

21. APPLICABLE LAW

This Agreement is governed by and interpreted in accordance with English law and subject to the jurisdiction of the courts of England and Wales. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

SCHEDULE 2

PERFORMANCE DATA AND FINANCIAL PROFILING

1. MILESTONES

MILESTONE	MILESTONE DATE
Start Date	As defined in clause 2.5 to this Agreement
Project Completion Date	As defined in clause 2.5 to this Agreement.

2. OUTPUTS

OUTPUT	MEASURE
Godley Green Legal and Commercial Strategy Report	Report Received

3. ESTIMATED PROFILE OF FUNDING EXPENDITURE

Expenditure type	Estimated Costs (£)	Estimated expenditure date
One tranche	100,000	31 March 2026

SCHEDULE 3

PRE-CONDITIONS

1. Homes England will not advance any Funding under this Agreement (even where a Claim Form has been submitted) unless:-

1.1 Homes England is satisfied that the Local Authority are not in breach of this Agreement; and

1.2 The Local Authority has provided satisfactory evidence to Homes England where requested that the Local Authority will comply with the Local Authority representations and warranties set out in Clause 4 of the Standard Terms and Conditions of Funding; and

1.3 Homes England is satisfied (acting reasonably) that contractors have or will be appointed with sufficient capability, experience and funding to deliver the Project by the Project Completion Date;

1.4 The Local Authority has complied with Milestones numbered in Schedule 2 hereto.

2. Homes England may agree to pay Funding to the Local Authority before the above pre-conditions have been met without prejudice to its rights to refuse to pay any further Funding until those conditions are met.

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APPENDIX 1

Claim Form

Markets, Partners and Places Grant

To: Homes England

From: Tameside Metropolitan Borough Council of Tameside One, PO Box 317, Ashton Under Lyne, OL6 0GS

Date:

Funding Agreement dated November 2026 relating to Tameside Phase 53 - Godley Green Village PCS 31134 (the **Funding Agreement**)

1 I refer to the Funding Agreement. This is a Claim Form. Terms defined in the Funding Agreement have the same meaning in this Claim Form.

2 I wish to claim the following amount of Funding:

2.1 Funding amount for Project Costs: [ ]

2.2 Period of Claim: From 29 September 2026 to 31 March 2027

2.3 Date of claim: [ ]

3.

3.1 Bank name: Barclays

3.2 Bank branch/address: Unit 30,The Arcades,Warrington Street, Ashton-under Lyne OL6 7JE

3.3 Bank sort code: 20 05 09

3.4 Bank account number: 33782840

3.5 Bank account name: Tameside Metropolitan Borough Council

4. Additional Information

4.1	Total Commitment	£90,000
4.2	Total Project Costs claimed and approved to date (excluding this claim):	[ ]
4.3	Total Project Costs claimed and approved to date (including this claim):	[ ]

5. The Claim is made in accordance with the Funding Agreement.

6. I confirm that each condition specified in Schedule 3 of the Funding Agreement and paragraph 5.1 of the Standard Terms and Conditions of Funding required to be satisfied on the date of this Claim

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Form is so satisfied and I know of no reason why any condition specified in Schedule 3 of the Funding Agreement and paragraph 5.1 of the Standard Terms and Conditions of Funding to be satisfied on or before the date of drawdown will not be so satisfied.

7. I confirm compliance with each representation, warranty and covenant specified in the Funding Agreement.

8. I confirm that no Event of Default has occurred and is continuing or will occur as a result of the proposed draw down.

9. I confirm that the Funding to be provided pursuant to this Claim Form is in respect of Project Costs and will be used to meet the Project Costs and that no other Claim has been made in respect of such costs and that supporting invoices submitted with this Claim provide evidence of the relevant expenditure incurred to date.

10. I confirm that:

10.1 The Project Costs have been incurred and constitute revenue expenditure.

10.2 We have not received and will not receive any specific grants, other support or contributions towards the expenditure for which payment is now being sought.

10.3 The information in this form is true and correct.

By: ……

Section 151 Officer
for and on behalf of
Tameside Metropolitan Borough Council

Name (Printed):
Position:
Dated:

----------For Completion by Homes England Only----------

Department	Markets, Partners, and Places		
TMS Ref			
Supplier Ref			
Cost Centre	AQAFB	Activity	
Account No	1555	Job Code	
Total Net Value	£	VAT Code	
Total VAT	£	Total for Payment	£

Completed By (Print Name)		Delegated Authority (Print name)	
Completed by (Signature)		Delegated Authority (Signature)	
Completed by Date		Delegated Authority Date	

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DATE

GREATER MANCHESTER COMBINED AUTHORITY

And

TAMESIDE METROPOLITAN BOROUGH COUNCIL

GRANT AGREEMENT

Relating to GMCA Flagship Revenue Funding 2026/27 for Ashton & Stalybridge Mayoral Development Corporation

This Grant Agreement is made the

Between

(1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")

(2) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** whose office is at Town Hall, Ashton-Under-Lyne, Tameside, OL6 6BH ("the **Recipient**")

WHEREAS

(A) Flagship Revenue funding is provided from the GMCA to support strategic priorities within Greater Manchester. In areas where a Mayoral Development Corporation (MDC) exists it is expected the MDC will be the flagship project.

(B) The GMCA holds the funding allocated through the integrated settlement budget-setting process.

(C) The GMCA has agreed to make available to the Recipient the Grant to carry out the Purpose. This Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

IT IS AGREED AS FOLLOWS:

1. Introduction and definitions

1.1 This grant agreement (the "Grant Agreement") consists of these terms and conditions and the Schedules hereto

1.2 In this Grant Agreement:

"**Business Day**" means any day other than a Saturday, Sunday or public holiday in England on which banks are generally open for business in London.

"Data Protection Legislation" means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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.

"EIR" means the Environmental Information Regulations 2004

"**Eligible Expenditure**" means expenditure actually and properly incurred and paid by the Recipient during the relevant Grant Period solely for the Purpose of the applicable Scheme, in accordance with the eligible expenditure requirements specified in the relevant Scheme Particulars.

"**FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"**Grant**" means the grant payable by the GMCA to the Recipient under this Grant Agreement up to the Grant Amount.

"**Grant Amount**" means the maximum aggregate amount of Grant payable under this Grant Agreement, as specified in Part A of Schedule 1.

"Grant Claim Form" means the form to be submitted by the Recipient in order to receive payment from the GMCA as set out in Schedule 3;

"**Grant Period**" means, in relation to a Scheme, the period specified in the relevant Scheme Particulars, unless this Grant Agreement is terminated earlier.

"**Information"** has the meaning given under s84 of the FOIA

"Law" means any applicable statute, statutory provision, subordinate legislation, retained or assimilated law, regulation, legally binding regulatory requirement, court order or judgment, in each case as amended, extended, consolidated, re-enacted or replaced from time to time.

"**Outputs**" means, in relation to a Scheme, the outputs specified in the relevant Scheme Particulars.

"**Project**" means the overall project comprising the delivery by the Recipient of all the Schemes described in Schedule 1.

"**Purpose**" means, in relation to a Scheme, the purpose specified in the relevant Scheme Particulars.

"Request for Information" means a request for Information relating to this Grant Agreement under the FOIA or EIR.

"Scheme" means each scheme comprising part of the Project, as described in the relevant Scheme Particulars.

"**Scheme Allocation**" means the maximum amount of Grant allocated to a Scheme, as specified in Schedule 1.

"**Scheme Particulars**" means the particulars relating to a Scheme set out in the relevant Part of Schedule 1.

"**Subsidy Control Law**" means any provision of law or regulation relating to the giving of subsidies out of public resources including without limitation the Subsidy Control Act 2022 and, to the extent applicable the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and

Co-operation Agreement, the Northern Ireland Protocol and any other directly effective subsidy control provisions contained in trade agreements between the UK and other states and including any related secondary legislation and (to the extent legally binding) any applicable judgment, court order, statute, statutory instrument, regulation or decision.

"**UK GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

"**VAT**" means value added tax.

1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

1.4 The words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation".

2. Grant Offer and Capacity

2.1 Subject to the Recipient complying with this Grant Agreement, the GMCA shall pay the Grant to the Recipient as a contribution towards Eligible Expenditure incurred in carrying out the Purpose of each Scheme.

2.2 The Recipient acknowledges that the GMCA agrees to fund each Scheme only up to the applicable Scheme Allocation and solely for the Purpose specified in the relevant Scheme Particulars.

2.3 The Recipient warrants and represents as follows:

(i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and

(ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and

(iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

(iv) that its use of the Grant complies and will continue to comply with Subsidy Control Law, and it shall obtain and retain all declarations, information and records reasonably required to enable the GMCA to demonstrate compliance with Subsidy Control Law.

3. Purpose and extent of the Grant

3.1 The Recipient shall use each Scheme Allocation solely for the Purpose of the relevant Scheme and during the applicable Grant Period, unless otherwise approved in writing by the GMCA. The Recipient shall not use any part of the Grant for any other purpose.

4. Amount of the Grant and VAT

4.1 The GMCA has agreed funding of up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

4.2 The payment of Grant is believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the GMCA shall not be obliged to pay any additional amount by way of VAT.

4.3 The total amount of Grant paid by the GMCA under this Grant Agreement shall not exceed the Grant Amount. The amount of Grant paid in respect of a Scheme shall not exceed the Scheme Allocation specified for that Scheme in Schedule 1.

5. Payment of the Grant

5.1 Subject to compliance with this Grant Agreement payments of the Grant Amount will be made as detailed in Schedule 2 and Schedule 3.

5.2 In order for any payment to be released, the Recipient is required to:

(i) have signed and returned a copy of this Grant Agreement to the GMCA, and

(ii) have provided the appropriate bank details, and

(iii) have submitted a valid invoice and completed Grant Claim Form, and

(iv) be in compliance with the terms and conditions of this Grant Agreement.

5.3 The GMCA reserves the right to withhold all or any payments of the Grant where the Recipient has failed to provide any required information, documentation or outputs in accordance with this Grant Agreement.

5.4 The Recipient shall submit a Grant Claim Form. Each Grant Claim must identify the Scheme or Schemes to which it relates and separately identify the amount

claimed and the Eligible Expenditure incurred for the Purpose of each relevant Scheme.

6 Eligible Expenditure

6.1 The Recipient shall apply each Scheme Allocation only towards Eligible Expenditure relating to the relevant Scheme.

7 Managing the Grant

7.1 Each party must notify the other of:

(i) the nominated person who will act as the party's authorised representative; and

(ii) the contact details of the authorised representative and any deputies.

7.2 The Recipient shall submit the monitoring information as detailed in Schedule 2.

7.3 The Recipient shall provide to the GMCA copies of all outputs developed using the Grant at such times and in such format as reasonably requested by the GMCA.

7.4 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.5 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.

7.6 If an overpayment of the Grant has been made, the Recipient shall return such overpayment to the GMCA promptly.

7.7 The Recipient must notify the GMCA as soon as reasonably practicable if an underspend is forecast in respect of a Scheme. Unless the GMCA approves the reallocation of that underspend to another Scheme in writing, the Recipient shall return the underspend to the GMCA promptly following the end of the relevant Grant Period or upon demand.

7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

8. Records to be kept

8.1 The Recipient must:

(i) maintain and operate effective monitoring and financial management systems; and

(ii) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the later of:

(a) the end of the Grant Period applicable to the relevant Scheme; and
(b) the date on which the final payment or repayment relating to that Scheme is made.

Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(i) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(ii) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 The Recipient shall provide the GMCA with its audited accounts, or relevant extracts from them, where reasonably requested in connection with the Grant or a Scheme.

8.4 The Recipient will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

9. Audit and inspection

9.1 The Recipient, without charge, will permit any officer or officers of the GMCA, external funding and/or auditing bodies (including but not limited to Ministry of Housing, Communities & Local Government, National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

9.2 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

10. Lawful conduct, equal opportunities and activities funded by the Grant

10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:

(i) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and

(ii) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.

10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity.

10.4 The parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

11.2. Without prejudice to clause 11.1, the Recipient shall comply with Subsidy Control Law in relation to the Grant, the Project and each Scheme.

12. Breach of Grant Terms

12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 Business Days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

(i) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or

(ii) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

(iii) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or

(iv) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or

(v) The Recipient fails to materially progress the Purpose in line with the agreed timetable; or

(vi) The Recipient fails to commit or spend the Grant within the Grant Period; or

(vii) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.

12.3 The Recipient must act within 30 Business Days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

12.5 Where a breach or other event under this clause 12 relates solely to a particular Scheme, the GMCA may exercise its rights under this clause only in respect of that Scheme and the Grant paid or payable in respect of it. The GMCA may exercise its rights in respect of the whole Grant Agreement where the breach affects more than one Scheme, is material to the Project as a whole, or calls into question the Recipient's ability to comply with this Grant Agreement generally.

13. Insurance

13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the GMCA on request.

14. Indemnity

14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the

extent that they arise from personal injury or death which is caused by the GMCA's negligence. Nothing in this clause 14 shall limit the Recipient's obligation to repay any part of the Grant under this Grant Agreement.

14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except in respect of fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability which cannot lawfully be limited, the Recipient's aggregate liability arising under or in connection with this Grant Agreement shall not exceed the Grant Amount.

15. Intellectual Property Rights

15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual licence to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.

15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA

16. Grant Period and Termination

16.1. The GMCA does not commit to renew or continue financial support for a Scheme beyond the Grant Period applicable to that Scheme.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

(i) the Grant or any part of it is being used for any purpose other than the Purpose of the relevant Scheme set out in this Grant Agreement; or

(ii) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or

(iii) the Recipient has failed to comply with any of the obligations of this Grant Agreement and fails to remedy the same within 28 Business Days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or

(iv) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or

(v) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets

of the Recipient; or

(vi) the Recipient ceases to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 Insolvency Act 1986; or

(vii) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

(viii) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 Business Days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination

16.4 Nothing in this Grant Agreement shall affect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.

18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:

(i) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within 2 Business Days of receiving a Request for Information;

(ii) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires

within 5 Business Days (or such other period as the party may specify) of the party requesting that Information; and

(iii) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

18.3 The party receiving a Request for Information shall be responsible for determining, in its absolute discretion, whether any Information is exempt from disclosure under the FOIA or the EIR, whether any Information is commercially sensitive, and whether the Information is to be disclosed.

18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

(i) without consulting with the other party, or

(ii) following consultation with the other party and having taken its views into account.

18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

19. Notices

19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:

(i) if delivered by hand, upon receipt; and

(ii) if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), 2 Business Days after posting.

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any of its terms.

21. Governing Law

21.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

22 Electronic Completion and Signature

22.1 This Grant Agreement may be executed in any number of counterparts and by the different parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all parties.

22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

This Grant Agreement has been signed by the duly authorised representatives of the parties on the day and year first before written.

Schedule 1
Part A - Project Particulars

1. GRANT AMOUNT

The Grant Amount is £300,000 (three hundred thousand pounds)

2. GRANT REFERENCE

FLAG-EC-ASMDC-01

3. SCHEMES

Scheme	Reference	Scheme Allocation
Scheme 1	Major Projects Manager	£ 54.044.00
Scheme 2	Senior Regeneration Manager	£ 45,344.00
Scheme 3	Regeneration Manager	£ 40,690.00
Scheme 4	Planning Officer	£ 47,783.00
Scheme 5	Transport Officer	£23,144.00
Scheme 6	External Consultant Support – MDC Delivery Capacity	£ 88,995.00
Total		**£300,000**

Part B – Scheme 1 Particulars

Scheme Name: Ashton & Stalybridge MDC – Staffing - Major Projects Manager

Scheme Allocation: £54,044

Purpose: The purpose of the grant is to support MDC Major Projects Manager part year salary and employer onboarding costs.

Eligible Expenditure:

- Staffing costs – Proof of Employee ID.

Outputs: Progressed delivery and expansion of the MDC team, increasing capacity and enabling greater output.

Grant Period: [tbc – 31st March 2027]

Part C – Scheme 2 Particulars

Scheme Name: Ashton & Stalybridge MDC – Staffing - Senior Regeneration Manager

Scheme Allocation: £45,344

Purpose: The purpose of the grant is to support MDC Senior Regeneration Manager part year salary and employer onboarding costs.

Eligible Expenditure:

Staffing costs – Proof of Employee ID.

Outputs: Progressed delivery and expansion of the MDC team, increasing capacity and enabling greater output.

Grant Period: [tbc – 31st March 2027]

Part D – Scheme 3 Particulars

Scheme Name: Ashton & Stalybridge MDC – Staffing - Regeneration Manager

Scheme Allocation: £40,690

Purpose: The purpose of the grant is to support MDC Regeneration Manager part year salary and employer onboarding costs.

Eligible Expenditure:

Staffing costs – Proof of Employee ID.

Outputs: Progressed delivery and expansion of the MDC team, increasing capacity and enabling greater output.

Grant Period: [tbc – 31st March 2027]

Part E – Scheme 4 Particulars

Scheme Name: Ashton & Stalybridge MDC – Staffing - MDC Planning Officer

Scheme Allocation: £47,783

Purpose: The purpose of the grant is to support an MDC Planning Officer resource and salary.

Eligible Expenditure:

Staffing costs – Proof of Employee ID.

Outputs: Progressed delivery and expansion of the MDC team, increasing capacity and enabling greater output.

Grant Period: [tbc – 31st March 2027]

Part F – Scheme 5 Particulars

Scheme Name: Ashton & Stalybridge MDC – Staffing - MDC Transport Officer

Scheme Allocation: £23,144

Purpose: The purpose of the grant is to support an MDC Transport Officer resource and salary.

Eligible Expenditure:

Staffing costs – Proof of Employee ID.

Outputs: Progressed delivery and expansion of the MDC team, increasing capacity and enabling greater output.

Grant Period: [tbc – 31st March 2027]

Part G – Scheme 6 Particulars

Scheme Name: Ashton & Stalybridge MDC- Consultancy Support

Scheme Reference: FLAG-EC-ASMDC-01

Scheme Allocation: £88,995

Purpose: The purpose of the grant is to support an appointment of external consultancy support for delivery capacity.

Eligible Expenditure: [Specify the categories of expenditure which may be funded from the Scheme Allocation, staffing costs – employee ID proof, commission of work / consultancy advice– Invoice for works]

- Invoices for consultancy support.

Outputs: [Specify the outputs to be delivered using the Scheme Allocation.]

Grant Period: [tbc – 31st March 2027]

Schedule 2
Grant Payments and Monitoring Requirements

Grant Payments

[Specify the payment arrangements for each Scheme, including the amount or proportion payable, the proposed payment date or claim period, and any conditions or evidence required before payment.]

Monitoring Requirements

The Recipient may claim against one or more Scheme Allocations using a single Grant Claim Form. Each claim shall separately identify the amount claimed against each Scheme and shall be accompanied by:

1. evidence that the expenditure claimed against each Scheme has been incurred and paid;
2. evidence of progress against, or achievement of, the Outputs in the relevant Scheme Particulars; and
3. such other information as the GMCA reasonably requires.

Schedule 3 Grant Claim Form

To: GMCA

From: [ ]

Date: [ ]

GMCA Flagship Revenue Funding 2026/27

1. I refer to the Grant Agreement between the GMCA and the Recipient relating to GMCA Flagship Revenue Funding 2026/27.

2. I wish to claim the amounts set out below in respect of the identified Schemes:

Scheme name	Scheme reference	Scheme Allocation	Amount previously claimed and paid	Amount claimed under this Grant Claim Form	Remaining Scheme Allocation after this claim
[Insert]	[Insert]	£	£	£	£
[Insert]	[Insert]	£	£	£	£
[Insert]	[Insert]	£	£	£	£
Total		**£**	**£**	**£**	**£**

Total Grant claimed under this Grant Claim Form: £[ ]

Requested payment date: [Insert date]

3. Payment Instructions

3.1 Bank name: [ ]

3.2 Bank branch/address: [ ]

3.3 Bank sort code: [ ]

3.4 Bank account number: [ ]

3.5 Bank account number: [ ]

4. The claim form and request for Grant funding is made in accordance with the Grant Agreement.

5. I confirm that:

5.1 each condition specified in the Grant Agreement which applies to this claim has been satisfied;

5.2 each amount claimed under this Grant Claim Form relates solely to Eligible Expenditure incurred and paid for the Purpose of the relevant Scheme identified above;

5.3 no other claim form has been submitted and no payment of Grant has previously been made in respect of the same Eligible Expenditure;

5.4 supporting evidence (to the GMCA's satisfaction) submitted with this claim form provides accurate and complete evidence of the Eligible Expenditure incurred and paid in respect of each relevant Scheme;

5.5 we have not received and will not receive any other grants, financial support or contributions towards the Purpose for which payment is now being sought; and

5.6 the information in this form is true and correct.

By: …….

Section 151 Officer
for and on behalf of
[ ]

Name (Printed):

Position:

Dated:

By: …….

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

Signed on behalf of the
GREATER MANCHESTER
COMBINED AUTHORITY
by an authorised signatory
of the said Authority:

Authorised Signatory: ,,,

Report to:	**EXECUTIVE CABINET**
Date:	25 November 2026
Executive Member:	Councillor Laura Boyle, Executive Member (Environmental Services and Neighbourhoods)
Reporting Officer:	Emma Varnam, Assistant Director of Environment
Subject:	**POLICY ON CIVIL (FINANCIAL) PENALTIES AS AN ALTERNATIVE TO PROSECUTION FOR HOUSING OFFENCES**
Report Summary:	This report introduces the council's Policy on Civil (Financial) Penalties as an Alternative to Prosecution for Housing Offences and seeks approval for its adoption, and the delegated authority for the Assistant Director - Environment to amend the policy in response to changes in legislation and case law.
Recommendations:	That it be DETERMINED that Executive Cabinet: 1. Approve the adoption of the Policy on Civil (Financial) Penalties as an Alternative to Prosecution for Housing Offences. 2. Delegate authority to the Assistant Director - Environment, to review and amend the policy in response to legislative changes, case law, and good practice
Alternative Options Rejected:	Devise and approve an alternative policy
Corporate Plan:	This policy contributes directly to the Council's priorities by supporting safe, healthy and sustainable communities
Policy Implications:	This policy supports the delivery of Tameside Council's strategic priorities by providing a clear framework for the use of Civil (Financial) Penalties as an Alternative to Prosecution for Housing Offences.
Financial Implications: **(Authorised by Strategic Director of Finance (S151))**	Any costs relating to enforcement action, including the issuing of financial penalties, sit within the recurrent revenue budget for Public Protection within Housing, Environment and Estates. As referenced in the report, any income generated from civil penalties can be retained to meet the costs and expenses (whether administrative or legal) incurred in, or associated with, carrying out any of its enforcement functions in relation

	to the private rented sector. Any income not used for this purpose must be returned to central government. The levels of income received from civil penalties, and the associated expenditure, will be monitored as part of the existing revenue monitoring processes.
Legal Implications: **(Authorised by the Director of Legal & Democratic Services (Monitoring Officer))**	The policy establishes the framework within which officers will exercise the Council's housing enforcement functions. Adoption of the policy will promote consistency, transparency and procedural fairness in enforcement decision-making and will assist the Council in defending enforcement decisions where they are subject to appeal, review or legal challenge. It is appropriate for Executive Cabinet to approve the policy.
Risk Management:	Failure to implement a policy will result in the Council being unable to fulfil its statutory duty to enforce housing standards legislation.
Access to Information:	Not Confidential
Background Information:	The background papers relating to this report can be inspected by contacting Sharon Smith, Head of Service Public Protection Telephone: 0161 342 2277 E-mail: sharon.smith@tameside.gov.uk

1. INTRODUCTION

1.1 The Renters' Rights Act introduces a significantly expanded civil penalty framework and places new duties on the Council. Amongst the many provisions of the act there are multiple new compliance requirements, enhanced penalties for repeat or serious non-compliance, and clearer expectations that enforcement activity is fair, consistent and proportionate. To meet these requirements, the Council must ensure its relevant policies are fully aligned with the new legislative framework.

1.2 The Councils existing provision for issuing Civil Penalties are currently detailed within the Councils Policy on Civil (Financial) Penalties as an Alternative to Prosecution for Housing Offences. This Policy was developed prior to the introduction of the Renters' Rights Act. As such it does not reflect the suite of new offences or amendments to penalty or evidential thresholds.

1.3 Historically, enforcement of private rented sector legislation has varied significantly between local housing authorities across the country, although the ten Greater Manchester authorities have and continue to work together to ensure consistency across GM. Differences in local policy frameworks, penalty setting mechanisms and approaches to escalation have led situations where similar breaches may result in markedly different enforcement outcomes depending on the authority involved. This inconsistency risks undermining confidence in the regulatory system, creates uncertainty for landlords operating across multiple areas and increases the likelihood of challenge to enforcement decisions.

1.4 In response to these concerns, Justice for Tenants, a non-profit organisation who has received funding from central government to provide support for local authorities to assist with the delivery of consistent enforcement produced a model policy, which also has the support of the Association of Chief Environmental Health Officers (ACEHO). The policy has been developed in collaboration with local authorities, and it is expected to be adopted by the majority of English Local Authorities.

1.5 The Civil Penalty Policy, given in **Appendix 1** is intended promote greater consistency, transparency and robustness in local authority enforcement. This ultimately reduces the risk of unfavourable outcomes to legal challenge and strengthens the Council's ability to meet its statutory duties under the Renters' Rights Act. Approval is therefore sought to adopt the proposed policy, aligning the Council's enforcement approach with the new legislative framework.

1.6 Alongside the Civil Penalty Policy, Public Protection has also proposed updates to the Councils Private Sector Housing Enforcement Policy. This is the subject of a separate Cabinet report.

1.7 The basic framework for issuing civil penalties will not change by the adoption of the policy. The approach to issuing civil penalties is outlined below:

- Notice of Intent issued: this advises the offender of our intent to issue a civil penalty, the reasons why and the proposed amount. Recipients are then invited to submit written representation to offer a 'reasonable excuse' as to why a civil penalty should not be issued and/or to provide mitigating circumstances to reduce the civil penalty.
- Final Penalty issued: after taking into consideration the representation.
- First -tier Tribunal: Following the issue of a Final Penalty recipients can appeal to the First-tier Tribunal to ask for it to be reviewed.

1.8 The proposed policy takes into consideration significant first tier and upper tier tribunal decisions that have been critical of local authorities' previous policies and procedures. It also accounts for changes in legislation and statutory guidance.

1.9 In deciding on the level of penalty the Council must have regards to the following factors:

- Severity of the offence
- Culpability and track record of the offender
- The harm caused
- Punishment of the offender
- Deter the offender from repeating the offence
- Deter others from committing similar offences
- Remove any financial benefit the offender may have obtained as a result of committing the offence

1.10 The policy outlines the methodology for assessing and setting the level of civil penalty.

2. CIVIL (FINANCIAL) PENALTIES AS AN ALTERNATIVE TO PROSECUTION FOR HOUSING OFFENCES

2.1 The Power to impose a civil penalty as an alternative to prosecution for certain offences was originally introduced by section 126 and schedule 9 of the Housing and Planning Act 2016. This provision amended The Housing Act 2004 by inserting a new section 249A and Schedule 13A. Regulations made under The Housing and Planning Act 2016 specify that all of the income that a local authority receives from the imposition of civil penalties (and the recovery of Housing Benefit through Rent Repayment Orders) can be retained by the local authority to meet the costs and expenses (whether administrative or legal) incurred in, or associated with, carrying out any of its enforcement functions in relation to the private rented sector. Income that is not used for this purpose must be paid to central government.

2.2 Before a civil penalty is imposed the Council must be satisfied by credible, reliable and sufficient evidence to the appropriate standard of proof that the person has breached the relevant statutory requirement or committed the relevant offence. In

the main, for the majority of breaches and offences a criminal standard of proof is required, that is, the breach or offence must be proved "beyond reasonable doubt". This is because there is the alternative option to prosecute, either in the first instance, or where the breach continues or is an element of a repeat breach offence. In doing so, local housing authority must satisfy itself that if the case were to be prosecuted in the magistrates' court, there would be a realistic prospect of conviction.

2.3 With the adoption of the Policy, Civil penalties can be issued for various breaches and offences. The term 'breach' is non-criminal failure to comply with a legal requirement/regulation. There is no option to prosecute and is discharged with a civil penalty of up to £7000, other than Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (see Table 2) is a "breach" up to £40,000. Examples of a breach include not providing required tenancy documents, not following rent increase procedures, or failing to keep PRS database entries updated. There is a lower burden of proof for breaches, being the balance of probabilities. The term 'offence' is used to refer to non-compliance by landlords that is defined in law as criminal. A local authority may either prosecute or impose a civil penalty of up to £40,000. Offences require the higher burden of proof of beyond reasonable doubt. These offences may also lead to additional measures such as banning orders and rent repayment orders. Breaches and offences are given within the policy are summarised within table 1, 2 and 3.

Table 1 - Breaches subject to a lower civil penalty.

Breaches are subject to a civil penalty with a statutory maximum of £7,000	
1.	Failure to give a written statement of terms and any other prescribed information under section 16D of the Housing Act 1988.
2.	Attempting to let a property for a fixed term under section 16E of the Housing Act 1988.
3.	Attempting to end a tenancy by service of a notice to quit under section 16E of the Housing Act 1988.
4.	Attempting to end a tenancy orally or requiring that it is ended orally under section 16E of the Housing Act 1988.
5.	Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988.
6.	Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988.
7.	Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988.
8.	Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.

9.	Discrimination relating to children in the lettings process under section 33 of the Renters' Rights Act 2025.
10.	Discrimination relating to benefits in the lettings process under section 34 of the Renters' Rights Act 2025.
11.	Failure to specify proposed rent within a written advertisement or offer under section 56 of the Renters' Rights Act 2025.
12.	Inviting, encouraging or accepting any offer of rent greater than the stated rate under section 56 of the Renters' Rights Act 2025.

Table 2 – Breaches subject to a higher civil penalty.

Breaches are subject to a civil penalty with a statutory maximum of £40,000	
	Breach of duty under Regulation 3, 3B, 3C, and 3D of The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020.

Table 3 – Offences subject to a higher civil penalty.

Offences subject to a civil penalty with a statutory maximum of £40,000	
1.	Unlawful eviction and harassment of occupier under section 1 of the Protection from Eviction Act 1977.
2.	Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under section 16J of the Housing Act 1988.
3.	Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under section 16(J) of the Housing Act 1988.
4.	Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988.
5.	Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988 a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under section 16J of the Housing Act 1988.
6.	Breach of a banning order under section 21 of the Housing and Planning Act 2016.
7.	Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004.
8.	Contravention of an overcrowding notice under section 139 of the Housing Act 2004.
9.	Failure to obtain a selective licence under section 95 of the Housing Act 2004.

10.	Failure to obtain an HMO licence under section 72 of the Housing Act 2004.
11.	Knowingly permitting over-occupation of an HMO under section 72 of the Housing Act 2004.
12.	Failure to comply with management regulations in respect of HMOs under section 234 of the Housing Act 2004.
13.	Failure to comply with HMO licence conditions under section 72 of the Housing Act 2004.
14.	Failure to comply with selective licence conditions under section 95 of the Housing Act 2004.

2.4 The Government has strengthened the civil penalty regime to support robust enforcement action against landlords who fail to comply with their legal obligations. Civil penalties are intended to deter non-compliance, remove any financial benefit gained through unlawful activity and improve standards within the private rented sector. The Council considers that the use of civil penalties as an enforcement tool will have a positive impact on tenants by encouraging compliance with housing legislation and helping to improve property standards across the borough.

2.5 From time to time there the Policy will need to be amended to take into account changes reflecting on case law, updates to the statutory guidance or good practice. It is recommended that delegated authority is given to the Assistant Director - Environment, to review and amend the policy in response to such changes. Such delegated responsibilities will allow decisions to amend the policy to be taken expediently.

3. CONCLUSION

3.1 The Public Protection Service is responsible for enforcing housing legislation to ensure property standards are maintained.

3.2 The Housing & Planning Act 2016 first introduced a range of measures to enhance existing powers including the ability for the Council to issue Civil penalties of up to £30,000 as an alternative to prosecution, for certain specified offences. Due to changes in legislation and statutory guidance there is a need to develop a new Policy on Civil (Financial) Penalties as an Alternative to Prosecution for Housing Offences.

3.3 The policy is considered essential to ensure consistency in enforcement, reduce the likelihood of legal challenge and to demonstrate compliance with statutory guidance and best practice.

4. RECOMMENDATIONS

4.1 As set out at the front of the report.

Civil Penalties Under the Renters' Rights Act 2025 and Other Housing Legislation

1.0 Introduction

1.1 This policy applies once the Council has made a decision to commence civil penalty proceedings.

1.2 In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, corporate landlords, directors of corporate landlords, registered providers of social housing and any other person involved in the letting or management of accommodation.

1.3 In this policy, the term 'corporate landlord' should be read as referring to a body corporate that meets the definition of 'landlord' above.

1.4 In this policy, the terms 'House in Multiple Occupation' or 'HMO' are defined by the Housing Act 2004.

1.5 The following breaches are subject to a civil penalty with a statutory maximum of £7,000:

- Failure to give a written statement of terms and any other prescribed information under Section 16D of the Housing Act 1988.
- Attempting to let a property for a fixed term under Section 16E of the Housing Act 1988.
- Attempting to end a tenancy by service of a notice to quit under Section 16E of the Housing Act 1988.
- Attempting to end a tenancy orally or requiring that it is ended orally under Section 16E of the Housing Act 1988.
- Serving an eviction notice that attempts to end a tenancy outside the prescribed Section 8 process under Section 16E of the Housing Act 1988.
- Relying on a ground where the landlord does not reasonably believe that the landlord is/will be able to obtain possession under Section 16E of the Housing Act 1988.
- Failing to provide a tenant with prior notice that a ground which requires it may be used under Section 16E of the Housing Act 1988.
- Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025.
- Discrimination relating to children in the lettings process under Section 33 of the Renters' Rights Act 2025.
- Discrimination relating to benefits in the lettings process under Section 34 of the Renters' Rights Act 2025.

- Failure to specify proposed rent within a written advertisement or offer under Section 56 of the Renters' Rights Act 2025.
- Inviting, encouraging or accepting any offer of rent greater than the stated rate under Section 56 of the Renters' Rights Act 2025.
- Failure by the responsible person to secure the removal of a Category 1 hazard at qualifying residential premises, other than the common parts of a building containing one or more flats, where it would have been reasonably practicable for them to do so, under Section 6A of the Housing Act 2004.

1.6 The following breaches are subject to a civil penalty with a statutory maximum of £40,000:

- Breach of duty under Regulation 3, 3B, 3C, and 3D of The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020.

1.7 The following offences are subject to a civil penalty with a statutory maximum of £40,000:

- Unlawful eviction and harassment of occupier under Section 1 of the Protection from Eviction Act 1977.
- Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn under Section 16J of the Housing Act 1988
- Conduct giving rise to liability under s.16I, where within the preceding five years the landlord has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct under Section 16(J) of the Housing Act 1988.
- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under Section 16J of the Housing Act 1988.
- Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 under Section 16J of the Housing Act 1988.
- Breach of a banning order under Section 21 of the Housing and Planning Act 2016.
- Failure to comply with an Improvement Notice under Section 30 of the Housing Act 2004.

- Contravention of an overcrowding notice under Section 139 of the Housing Act 2004.
- Failure to obtain an HMO licence under Section 72 of the Housing Act 2004.
- Knowingly permitting over-occupation of an HMO under Section 72 of the Housing Act 2004.
- Failure to comply with management regulations in respect of HMOs under Section 234 of the Housing Act 2004.
- Failure to comply with HMO licence conditions under Section 72 of the Housing Act 2004.

1.8 If a landlord has committed multiple breaches or offences, a separate civil penalty can, and usually will, be imposed for each breach and offence. In each case, the level of any civil penalty imposed will be determined in accordance with this policy.

1.9 If multiple landlords have committed the same breach or offence at the same property, a separate civil penalty can, and usually will, be imposed on each offender. In each case, the level of civil penalty imposed on each offender will be in accordance with this policy.

1.10 This policy outlines the Council's methodology and mechanism for assessing and setting the level of a civil penalty at all stages where a civil penalty is under consideration, including the preparation of a notice of intent, and where a final decision has been made to impose a civil penalty.

1.11 When applying the civil penalties matrix, interim calculations at individual stages may result in figures that exceed the statutory maximum. Where the final amount reached following application of all relevant steps exceeds the statutory maximum, the civil penalty will be reduced to the applicable statutory maximum.

1.12 The Council considers the need for transparency and consistency to be of primary importance to ensure fairness in the discharge of its functions. The general objective of this policy is, therefore, to promote both transparency and consistency in the imposition of financial penalties so that those involved in the letting or management of accommodation (a) know how the Council will generally penalise relevant breaches and offences and (b) are assured that, generally, like cases will be penalised similarly, and different cases penalised differently.

1.13 The Council recognises that, despite its best efforts, landlords may operate unlawfully for a significant period without detection, and that only a proportion of those committing relevant breaches and offences will be identified. Accordingly, the Council seeks to ensure that civil penalties are set at a level that makes it clear to the landlord concerned and to others that operating unlawfully as a landlord is financially disadvantageous when compared to operating lawfully.

1.14 The Council has a duty to act fairly, transparently and consistently when assessing civil penalties. To maintain fairness between all landlords, the Council will not give weight to claims advanced as factors that might reduce the amount of a civil penalty unless those claims are supported by evidence that the Council reasonably considers to be relevant, reliable, credible, and sufficient in scope and detail to enable proper assessment of the claim, having regard to the nature of the claim, the information ordinarily available to the landlord, and the need for consistent and fair decision-making. Allowing inadequately evidenced assertions to influence outcomes would risk rewarding those who provide incomplete or misleading information and would create an unfair advantage over landlords who provide a full and properly evidenced account. Accordingly, the Council expects landlords against whom a civil penalty is being considered to provide all documents and records that would ordinarily exist if their account were accurate. Where such evidence is not provided, and no explanation that the Council considers adequate is given, the Council may draw an adverse inference.

1.15 Where claims are advanced without sufficient supporting evidence, the Council may request specified supporting material before determining whether to issue a final notice or whether any mitigation has been sufficiently evidenced so as to justify a lower civil penalty.

1.16 The further objectives of using financial penalties as a means of enforcing the above breaches and offences are explained below.

2.0 Statutory Guidance

2.1 The Government has issued statutory guidance entitled "Civil penalties under the Renters' Rights Act 2025 and other housing legislation". The Council has regard to this guidance in the exercise of their functions in respect of civil penalties.

2.2 The Council has considered the following factors in developing this civil penalty policy to help ensure that the civil penalty is set at an appropriate level.

- **Severity of the breach or offence**. The more serious the breach or offence, the higher the penalty should be.
- **Culpability and track record of the offender.** A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities.
- **The harm caused to the tenant.** This is a very important factor when determining the level of penalty. The greater the actual harm or the potential for harm, principally to the tenant but also potentially the local community, the higher the penalty should be.

- **Punishment of the offender.** The penalty should, in a way that is fair, both punish the offender and demonstrate the consequences of not complying with their responsibilities.
- **Deter the offender from repeating breaches or offences.** The ultimate goal is to prevent any further offending and help ensure that the offender fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a level that it is likely to have a very significant deterrent effect.
- **Deter others from committing similar breaches or offences.** While the fact that someone has received a civil penalty may not be in the public domain, the civil penalty policy itself will be and local authorities should consider how their formal enforcement activity can be effectively publicised. An important part of deterrence is the realisation on the part of landlords that the local housing authority is proactive in levying civil penalties where the need to do so exists and the civil penalty will be set at a high enough level such that operating lawfully will be the sensible financial choice.
- **Remove any financial benefit the offender may have obtained as a result of committing the breach or offence.** The principle here is that it should not be in the offender's financial interest to commit a breach or offence rather than comply, for example that the penalty for breaching licensing conditions in respect of occupancy of a property is less than the additional rent received as a result of the over-crowding. The absence of any financial benefit to the landlord does not mean though that the penalty should be reduced.

3.0 Civil Penalties Matrix

3.1 In determining the level of a civil penalty, officers will have regard to the matrix set out below. The matrix consists of the following sequential steps:

1. Determining the starting point based on the seriousness of the breach or offence.
2. Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord ("Landlord Type")
3. Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants.
4. Financial considerations.
5. Applying the totality principle.

Starting point based of seriousness of the breach or offence

3.2 The Ministry of Housing, Communities & Local Government has provided statutory guidance that prescribes starting points for all breaches and offences based on the

seriousness of the breach or offence. The exception to this prescription is for breaches of licensing conditions under sections 72(3) Housing Act 2004, where the Council has determined its own starting levels based on the seriousness of the specific licence condition or type of licence condition that has not be complied with.

Adjustment for factors relating to the type of landlord; size and type of portfolio controlled, owned or managed; experience of the landlord ("Landlord Type")

3.3 While all landlords are expected to comply fully with their legal obligations, the Council considers that a higher standard of professionalism and regulatory awareness is reasonably expected of landlords who operate at greater scale, who have greater experience, or who are involved in more complex forms of letting. Where such landlords fail to comply with their obligations, this will ordinarily justify a higher civil penalty.

3.4 A higher degree of professionalism is expected of landlords who:

- Control, own, or manage a significant portfolio of properties;
- Have significant experience in the letting or management of property;
- Are or have been involved in the letting or management of Houses in Multiple Occupation (HMOs);
- Are corporate landlords; or
- Are or have been directors of corporate landlords.

3.5 An upward adjustment of 20% of the applicable starting point will be applied where the landlord meets any one or more of the following criteria:

- The landlord has, at any point in time, controlled, owned, or managed six or more properties. These properties need not have been held concurrently or at the time civil penalty proceedings are brought.
- The landlord has, at any point in time, controlled, owned, or managed three or more properties that operated as HMOs, whether or not concurrently.
- The landlord is, or has previously been, a director of a corporate landlord.
- The landlord is a corporate landlord.
- The landlord has, in the Council's assessment and by reference to the available evidence, significant experience in the letting or management of property.

3.6 A downward adjustment of 20% of the applicable starting point will be applied only where all of the following criteria are met:

- The landlord has, at any point in time, controlled, owned, or managed no more than two properties.
- The landlord has controlled, owned, or managed no more than one property that has operated as an HMO, at any point in time.
- The landlord has, in the Council's assessment and by reference to the available evidence, very limited experience in the letting or management of property.

Mitigating and aggravating factors the Council deems significant including, but not limited to, factors relating to the track record and culpability of the landlord and the actual or potential harm to the occupants

3.7 To promote fairness and consistency in the administration of civil penalties, the Council will apply a structured and consistent framework when determining the extent to which mitigating and aggravating factors affect the quantum of any civil penalty.

General approach

3.8 Each breach or offence may have offence-specific mitigating and/or aggravating factors, which will be considered alongside the generic factors set out below.

3.9 Where multiple civil penalties are issued under this policy against the same landlord at the same time, and except where expressly stated otherwise, mitigating and aggravating factors will be considered and applied separately to each civil penalty when determining the quantum of each penalty.

Mitigating factors

3.10 The Council may reduce the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of mitigating factors.

3.11 Only in exceptional circumstances may the Council depart from the application of this policy in respect of mitigating factors and apply a reduction in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.

3.12 Within the framework of this policy, the Council has not sought to provide an exhaustive list of mitigating factors, recognising that a wide range of circumstances may potentially give rise to mitigation. However, the following generic mitigating factors will be considered in respect of each breach or offence:

Steps taken to remedy the basis of the breach or offence

3.13 Non-exhaustive examples include:

- Promptly remedying all elements of the breach or offence after receiving communication from the Council.
- Promptly remedying all the significant elements of the breach or offence leaving only less significant elements of the breach or offence.

A high level of cooperation

3.14 Non-exhaustive examples include:

- Proactive provision of significant information the Council reasonably considers relevant beyond that required by statutory notice.

Acceptance of liability

3.15 Non-exhaustive examples include:

- Accepting liability before or within the period for representations.

3.16 Where a landlord relies on a reasonable excuse defence or otherwise contests liability, this mitigating factor will not usually apply.

Health circumstances

3.17 Non-exhaustive examples include:

- A serious health condition or medical incident experienced by the landlord during, or in the period immediately preceding, the breach or offence, where there is clear and reliable evidence that the condition had a direct and material impact on the landlord's ability to comply with the relevant legal obligation. Examples may include, but are not limited to, a heart attack, stroke, cancer diagnosis, or other acute or serious medical event causing significant incapacity or impairment.

Diminished culpability (limited responsibility)

3.18 Non-exhaustive examples include:

- A joint landlord who has evidenced that compliance arrangements for the subject property were directed and controlled by another joint landlord, and not by them.
- A landlord who became involved only after an unforeseen change in circumstances (such as the death of the previous landlord) and who committed the breach or offence only for a limited period while putting their affairs in order.

3.19 The instruction of a managing or letting agent, or reliance on an agent's actions or omissions, will not of itself constitute diminished culpability.

Aggravating factors

3.20 The Council may increase the level of a civil penalty by up to 20% of the applicable starting point to reflect the presence of aggravating factors.

3.21 Only in exceptional circumstances may the Council depart from the application of this policy in respect of aggravating factors and apply an increase in excess of 20%. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple aggravating factors.

3.22 The following generic aggravating factors will be considered in respect of each breach or offence:

Previous history of non-compliance.

3.23 Non-exhaustive examples include:

- Previous successful prosecutions (including relevant spent convictions), previous civil penalties, previous rent repayment orders, previous works in default, previous simple cautions.

3.24 Concurrent investigations or proceedings relating to other civil penalties, prosecutions, or rent repayment orders will not be treated as previous non-compliance.

Non-cooperation with the Council.

3.25 Non-exhaustive examples include:

- Failure to comply with notices issued under Section 16 of the Local Government (Miscellaneous Provisions) Act 1976, Section 235 of the Housing Act 2004, or Section 114 of the Renters' Rights Act 2025.
- Failing to provide a substantive response to a letter of alleged offence.
- Failing to attend previously agreed meetings.

3.26 Where the Council has prosecuted, or is pursuing a prosecution, in respect of the same act or omission involving failure to provide legally required information (including failure to comply with a statutory notice), that conduct will not also be treated as an aggravating factor for the purposes of setting the civil penalty, in order to avoid double counting.

3.27 Where multiple civil penalties are imposed against the same landlord at the same time, this aggravating factor will be applied only to the civil penalty with the highest starting point, unless there is a clear and reasoned basis for applying it differently.

Deliberate intent or negligence when committing the offence.

3.28 Non-exhaustive examples include:

- Knowledge that the breach or offence was occurring.
- Continuation of offending after communication from the Council.
- Premeditation or planning, including steps taken to prevent detection or effective investigation.
- Providing false or misleading information to the Council.
- Applying pressure to occupants to deter cooperation with the Council.

The number of occupants affected.

3.29 Non-exhaustive examples include:

- 3-5 occupants affected.

Duration of non-compliance.

3.30 Non-exhaustive examples include:

- The offence or breach occurred over a 3–6 month period.

Vulnerability of occupants

3.31 Non-exhaustive examples include children and young adults, persons vulnerable by reason of age, disability or sensory impairment, persons with drug or alcohol dependency, victims of domestic abuse, children in care, persons with complex health needs, persons who do not speak English as a first language, victims of trafficking or sexual exploitation, refugees, asylum seekers, and pregnant women.

Financial considerations

3.32 The Council will review the quantum of the civil penalty and consider whether it is sufficient to act as an effective deterrent to future non-compliance. Where the Council has evidence that it considers to be sufficiently reliable regarding rental income and/or asset value from the landlord's, it may determine that an increase in the level of the penalty is appropriate in order to achieve effective deterrence.

3.33 It is essential that, as an absolute minimum, landlords do not financially benefit from their offending behaviour.

3.34 Financial circumstances will ordinarily be considered after any written representations have been received and as part of the determination of any final notice.

3.35 Where a landlord seeks to rely on a strained or limited financial position as a basis for reducing the level of a civil penalty, that position must be supported by appropriate and verifiable evidence sufficient to enable the Council to assess the landlord's financial position consistently, objectively, and transparently. Unsupported assertions, partial disclosure, or selective provision of information will not be given weight.

3.36 At a minimum, and where such information exists, the following should be provided as part of any written representations:

- The last three full tax years full self-assessment tax returns filed with HMRC, including all additional and supplemental pages;
- The last three full tax years' SA302 documents & tax year overviews;
- The last three months' payslips;
- The last three years P60 certificates;
- The last twelve months' Universal Credit payment statements;
- A list of all property assets owned or jointly owned (not limited to rental properties), together with corresponding Land Registry title documents;
- A list of all property assets owned, or held on a long lease, by any corporate entity in which the landlord has a beneficial interest, together with corresponding Land Registry documentation;

- The most recent annual mortgage statement for each property, or the last twelve months' mortgage statements where the mortgage has been in place for less than twelve months;
- Valuation statements for all ISAs held;
- Statements from any cryptoasset exchange accounts showing balances and valuations;
- A list of all shareholdings;
- Recent bank statements for any account holding a balance in excess of £5,000;
- Recent statements for all secured and unsecured loans;
- Bankruptcy orders and official notifications of bankruptcy.

3.37 Where the Council is not satisfied that it has been provided with sufficiently reliable, complete, and accurate information to assess the landlord's financial position, the Council may draw the inference that the landlord is able to pay the civil penalty as imposed.

3.38 A claimed inability to pay will not, of itself, outweigh the need to ensure effective deterrence or to remove any financial benefit obtained as a result of the breach or offence.

The totality principle

3.39 The Council will have regard to the totality principle to ensure that the overall outcome of its enforcement action is just and proportionate. In exceptional cases, and having regard to the particular circumstances of the case, the Council may take account of totality at an earlier stage by deciding not to pursue a civil penalty in respect of a specific breach or offence where doing so would render the overall outcome disproportionate.

3.40 In general, however, the application of the totality principle will form the final step in the Council's decision-making process, undertaken after any written representations have been considered and before final notices are issued, once the level of each individual civil penalty has been assessed in accordance with this policy.

3.41 As a final step before issuing final notices, the Council will consider whether multiple civil penalties being imposed under this policy against the same landlord at the same time result in an aggregate amount that is just and proportionate. Where the Council concludes that the aggregate amount would not be just and proportionate, it will consider whether a proportionate reduction of the penalties is appropriate.

3.42 The totality principle does not operate across different legal persons who are separately liable in law, nor does it operate across civil penalties imposed at different times. In general, it applies only to multiple civil penalties imposed under this policy on the same person at the same time. Where, however, legislation provides that an officer of a body corporate, or a person concerned in its

management, may be separately liable in relation to the same conduct as the body corporate, and that officer also holds a shareholding interest in the body corporate, the Council will, where civil penalties are imposed at the same time on both the body corporate and the officer arising from that same conduct, consider whether the combined outcome results in punitive duplication and is therefore not just and proportionate.

3.43 Where a reduction is applied under the totality principle, the Council will ordinarily do so by applying a uniform percentage reduction across all relevant civil penalties being issued at the same time, being those civil penalties that form part of the same totality assessment. Where, however, the application of the totality principle is required to address punitive duplication arising from a shared economic interest between a body corporate and an officer, the Council may apply a differential adjustment to ensure that the overall outcome is just and proportionate.

3.44 This approach reflects the statutory guidance on the application of the totality principle and is intended to promote consistency, transparency, and proportionality, while avoiding arbitrary or selective adjustment of individual penalties.

3.45 In accordance with the statutory guidance, any rent repayment orders made in respect of the same breach or offence will be disregarded for the purposes of assessing the totality of civil penalties under this policy.

4.0 Offences And Breaches Where A Civil Penalty May Be Levied and Relevant Considerations as to the Level of that Penalty

4.1 Protection from Eviction Act 1977 offences

Unlawful eviction and harassment of occupier - Section 1 of the Protection from Eviction Act 1977

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

4.2 Offence-specific mitigating factors:

- None.

4.3 Offence-specific aggravating factors:

- Violence or threats of violence.
- Disposal of possessions or threats to dispose of possessions.
- Breach or evasion of an injunction or undertaking.
- Loss of home.

4.4 Housing Act 1988 Breaches and Offences

Failure to give a written statement of terms and any other prescribed information - Section 16D of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

4.5 Breach-specific mitigating factors:

- Provision of some of the required terms and prescribed information within the required period.

4.6 Breach-specific aggravating factors:

- None.

Attempting to let a property for a fixed term - Section 16E(1)(a) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

4.7 Breach-specific mitigating factors:

- None.

4.8 Breach-specific aggravating factors:

- None.

Attempting to end a tenancy by service of a notice to quit - Section 16E(1)(b) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.9 Breach-specific mitigating factors:

- None.

4.10 Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy by service of a notice to quit.

Attempting to end a tenancy orally or requiring that it is ended orally - Section 16E(1)(c) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.11 Breach-specific mitigating factors:

- None.

4.12 Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy orally.

Serving a possession notice that attempts to end a tenancy outside the prescribed Section 8 process - Section 16E(1)(d) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.13 Breach-specific mitigating factors:

- None.

4.14 Breach-specific aggravating factors:

- Tenant vacates property within four months of the attempt to end a tenancy outside the prescribed Section 8 process.

Relying on a ground where the person does not reasonably believe that the landlord is, will, or may be able to obtain possession on that ground and the tenant(s) surrendered the tenancy within the period of four months beginning with the date of the contravention, without an order for possession of the dwelling-house being made - Section 16E(1)(e) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.15 Breach-specific mitigating factors:

- None.

4.16 Breach-specific aggravating factors:

- None.

Failing to provide a tenant with prior notice that a ground which requires it may be used - Section 16E(1)(f) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

4.17 Breach-specific mitigating factors:

- None.

4.18 Breach-specific aggravating factors:

- None.

Failure to give an existing tenant prescribed information about changes made by the Renters' Rights Act 2025 in the prescribed form and timeframe - paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025 (The power to impose a civil penalty for this breach is contained in Section 16I(1) of the Housing Act 1988, as amended by paragraph 7(1) of Schedule 6 to the Renters' Rights Act 2025)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

4.19 Breach-specific mitigating factors:

- Provision of some of the required prescribed information within the required period.
- Provision of prescribed information but not in the prescribed form.

4.20 Breach-specific aggravating factors:

- None.

Continuation of conduct subject to a relevant penalty (under s.16I or s.16K Housing Act 1988) after the 28-day period (or, if appealed, after conclusion of the appeal) where the final notice has not been withdrawn — Section 16J(3) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

breaches added together				

4.21 Offence-specific mitigating factors:

- None.

4.22 Offence-specific aggravating factors:

- None.

Conduct giving rise to liability under s.16I, where within the preceding five years the person has either (i) had a relevant penalty (under s.16I or s.16K Housing Act 1988) imposed for different conduct and the final notice has not been withdrawn, or (ii) been convicted under s.16J for different conduct – Section 16(J)(4) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Double the starting level for the two constituent breaches added together	£40,000	Dependent on the constituent breaches	Dependent on the constituent breaches	Dependent on the constituent breaches

4.23 Offence-specific mitigating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

4.24 Offence-specific aggravating factors:

- Dependent on the most recent conduct giving rise to liability to a civil penalty under Section 16I of the Housing Act 1988.

Relying on a ground where the person knows that the landlord would not be able to obtain an order for possession on that ground, or being reckless as to whether the landlord would be able to do so and the tenant(s) surrendered the tenancy within the period of four months beginning with the date the ground was relied on, without an order for possession of the dwelling-house being made – Section 16J(1) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£30,000	£40,000	£24,000	£30,000	£36,000

4.25 Offence-specific mitigating factors:

- None.

4.26 Offence-specific aggravating factors:

- None.

Breach of restrictions relating to reletting (s16(E)(2) Housing Act 1988) or remarketing (s16(E)(3) Housing Act 1988) a property within restricted period after using Grounds 1 or 1A of Schedule 2 Housing Act 1988 - Section 16J(2) of the Housing Act 1988

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

4.27 Offence-specific mitigating factors:

- None.

4.28 Offence-specific aggravating factors:

- None.

4.29 Housing and Planning Act 2016 Offences

Breach of a banning order - Section 21(1) of the Housing and Planning Act 2016

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£35,000	£40,000	£28,000	£35,000	£42,000

4.30 Offence-specific mitigating factors:

- A single, isolated incident.

4.31 Offence-specific aggravating factors:

- Concealment or evasion.

Renters Rights Act 2025 breaches

Discrimination relating to children in the lettings process – Section 33(1) of the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.33 Breach-specific mitigating factors:

- None.

4.34 Breach-specific aggravating factors:

- None.

Discrimination relating to benefits in the lettings process – Section 34(1) of the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.35 Breach-specific mitigating factors:

- None.

4.36 Breach-specific aggravating factors:

- None.

Failure to specify proposed rent within a written advertisement or offer – Section 56(2) of the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£3,000	£7,000	£2,400	£3,000	£3,600

4.37 Breach-specific mitigating factors:

- None.

4.38 Breach-specific aggravating factors:

- None.

Inviting, encouraging or accepting any offer of rent greater than the stated rate – Section 56(3) of the Renters' Rights Act 2025

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£7,000	£3,200	£4,000	£4,800

4.39 Breach-specific mitigating factors:

- None.

4.40 Breach-specific aggravating factors:

- None.

The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 breach of duties

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (3)(b), (3)(d), (3)(e). Regulation 3D: (a), (b), (c), (f)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£5,000	£40,000	£4,000	£5,000	£6,000

4.41 Breach-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

4.42 Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (1)(a), (1)(b), (1)(c), (3)(a), (3)(c), (3)(ca), (5)(b), (5)(c). Regulation 3B: (1)(a), (1)(b), (1)(c). Regulation 3C: (1), (2)(a). Regulation 3D: (d), (e)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

4.43 Breach-specific mitigating factors:

- The report or record evidences that the electrical installations were compliant at all points.

4.44 Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

Failure to comply with The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 Regulation 3: (4), (5a), (6). Regulation 3C: (2)(b), (4)

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

4.45 Breach-specific mitigating factors:

- None.

4.46 Breach-specific aggravating factors:

- The number or nature or severity of the issues observed on the report or record.

4.47 Act 2004 Breaches and Offences

Failure by the responsible person to secure the removal of a Category 1 hazard at qualifying residential premises, other than the common parts of a building containing one or more flats, where it would have been reasonably practicable for them to do so - Section 6A of the Housing Act 2004.

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£6,000	£7,000	£4,800	£6,000	£7,200

4.48 Breach-specific mitigating factors:

- Access prevented by occupant(s) despite appropriate landlord steps

4.49 Breach-specific aggravating factors:

- None.

Failure to comply with an improvement notice - Section 30(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

4.50 Offence-specific mitigating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.
- Whether the property is unoccupied once the deadline for compliance has passed.
- Access to the property was prevented by the actions or refusal of the occupant(s) and a landlord can evidence that they took steps to obtain access to the property for the purpose of carrying out the required works, but those steps fell short of establishing a reasonable excuse for non-compliance.

4.51 Offence-specific aggravating factors:

- The nature and extent of hazard(s) that are present once the deadline for compliance has passed.

Failure to comply with an overcrowding notice - Section 139(7) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

4.52 Offence-specific mitigating factors:

- None.

4.53 Offence-specific aggravating factors:

- The level of overcrowding present.

Failure to obtain an HMO licence - Section 72(1) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£17,000	£40,000	£13,600	£17,000	£20,400

4.54 Offence-specific mitigating factors:

- None.

4.55 Offence-specific aggravating factors:

- The landlord has knowledge or experience of licensing requirements.
- The condition and/or facilities of the unlicensed property.

Knowingly permitting over-occupation of an HMO - Section 72(2) of the Housing Act 2004

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

4.56 Offence-specific mitigating factors:

- There are suitable amenity and space provisions in the HMO.

4.57 Offence-specific aggravating factors:

- The level of over-occupation present.

Failure to Comply with The Management of Houses in Multiple Occupation [England] Regulations 2006 and The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 – Section 234(3) of the Housing Act 2004

4.58 The Management of Houses in Multiple Occupation (England) Regulations 2006 impose duties on the persons managing HMOs in respect of:

- Providing information to occupiers [Regulation 3]
- Taking safety measures, including fire safety measures [Regulation 4]
- Maintaining the water supply and drainage [Regulation 5]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [Regulation 6]
- Maintaining common parts [Regulation 7]
- Maintaining living accommodation [Regulation 8]
- Providing sufficient waste disposal facilities [Regulation 9]

4.59 The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 impose duties on the persons managing HMOs as defined by Section 257 Housing Act 2004 in respect of:

- Providing information to occupiers [regulation 4]
- Taking safety measures, including fire safety measures [regulation 5]
- Maintaining the water supply and drainage [regulation 6]
- Supplying and maintaining gas and electricity, including having these services/appliances regularly inspected [regulation 7]
- Maintaining common parts [regulation 8]
- Maintaining living accommodation [regulation 9]
- Providing sufficient waste disposal facilities [regulation 10]

4.60 Where there are multiple breaches of a single Management Regulation at a single HMO, a single civil penalty will be imposed which will cover all the breaches of that Management Regulation.

4.61 Where multiple Management Regulations have been breached at a single HMO, a separate civil penalty will be imposed for each Management Regulation that has been breached.

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to provide information to occupier	£3,000	£40,000	£2,400	£3,000	£3,600

4.62 Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

4.63 Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The landlord has refused to provide any outstanding contact information more than 48 hours after it has been requested by an occupant or on behalf of an occupant.

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to take safety measures	£20,000	£40,000	£16,000	£20,000	£24,000

4.64 Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

4.65 Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment

Duty of manager to maintain water supply and drainage	£10,000	£40,000	£8,000	£10,000	£12,000

4.66 Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

4.67 Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to supply and maintain gas and electricity	£12,000	£40,000	£9,600	£12,000	£14,400

4.68 Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

4.69 Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty of manager to maintain common parts, fixtures, fittings and appliances	£7,000	£40,000	£5,600	£7,000	£8,400

4.70 Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

4.71 Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment

Duty of manager to maintain living accommodation	£7,000	£40,000	£5,600	£7,000	£8,400

4.72 Offence-specific mitigating factors:

- The number, nature and extent of offences within the specific regulation

4.73 Offence-specific aggravating factors:

- The number, nature and extent of offences within the specific regulation

Name of Management Regulation	Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
Duty to provide waste disposal facilities	£7,000	£40,000	£5,600	£7,000	£8,400

4.74 Offence-specific mitigating factors:

- The nature and extent of offences within the specific regulation

4.75 Offence-specific aggravating factors:

- The nature and extent of offences within the specific regulation
- The lack of sufficient refuse and/or litter containers either inside and/or outside the property has been previously reported
- The refuse and/or litter that requires disposal includes hazardous materials

Breach of licence conditions – Section 72(3) Housing Act 2004

4.76 All granted HMO licences impose a set of conditions on the licence holder. It is important that the licence holder of a licensed property complies with all imposed conditions, but the Council recognises that a failure to comply with certain licence conditions is likely to have a much bigger impact on the safety and comfort of residents than others.

4.77 The starting levels for each different type of licence condition breach is set out below based on the seriousness of the offence. Where a licence condition could be interpreted to fall within two different potential starting levels, the higher starting level will be chosen.

4.78 Where multiple licence conditions have been breached at a single property, a separate civil penalty will be imposed for each licence condition that has been breached.

4.79 Failure to Comply with Licence Conditions Related to:

- ***Signage or the provision of information for tenants***

- ***Provision of written terms of occupancy for tenants***
- ***Procedures regarding complaints***
- ***Procedures regarding vetting of incoming tenants***
- ***Compliance with deposit protection legislation***
- ***The recording and provision of information regarding rent payments***
- ***Procedures relating to rent collection***
- ***The provision of information regarding occupancy of the property***
- ***The provision of information regarding change of managers or licence holder details***
- ***The provision of information related to changes in the property***
- ***Requirements relating to the sale of the property***
- ***Attending training courses***
- ***Requirements to hold insurance***
- ***The provision of insurance documentation***
- ***The provision of or obtaining of suitable references***
- ***The provision of keys and alarm codes***
- ***Security provisions for access to the property***
- ***The provision of suitable means for occupiers to regulate temperature***
- ***Carrying out items on a schedule of works not otherwise mentioned in the HMO licence conditions section of this policy, relating to non-compliance with items on a schedule of works***

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£4,000	£40,000	£3,200	£4,000	£4,800

4.80 Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

4.81 Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

4.82 Failure to Comply with Licence Conditions Related to:

- ***Procedures and actions regarding Inspections***
- ***Procedures regarding Repair issues***
- ***Maintenance and use of common parts (including gardens, outbuildings and property exterior) and living areas***
- ***Safeguarding occupiers and minimising disruption during works***
- ***The provision of information regarding alterations and construction works***
- ***Procedures regarding emergency issues***
- ***Waste and waste receptacles, pests, minor repairs, alterations or decoration.***
- ***Giving written notice prior to entry***
- ***Allowing access for inspections***
- ***Minimising risk of water contamination***
- ***The compliance of furnishings or furniture with fire safety regulations***

- ***Carrying out items on a schedule of works in relation to provision of mechanical extraction or electrical sockets***

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£7,000	£40,000	£5,600	£7,000	£8,400

4.83 Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

4.84 Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

4.85 Failure to Comply with Licence Conditions Related to:

- ***The provision of documentation regarding energy performance certificates, fire detection and prevention, emergency lighting, carbon monoxide detection, fire risk assessments, gas installations, electric installations and appliances***
- ***Notification of legal proceedings, contraventions and other relevant information that may affect a fit and proper person status***
- ***Procedures and actions regarding ASB***
- ***Carrying out items on a schedule of works in relation to the provision of personal hygiene facilities, kitchen facilities or heating***

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£12,500	£40,000	£10,000	£12,500	£15,000

4.86 Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

4.87 Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

4.89 Failure to Comply with Licence Conditions Related to:

- ***Minimum floor areas***
- ***Occupancy rates***
- ***Occupancy of rooms or areas that are not to be used as sleeping accommodation***
- ***Limits on number of households allowed to occupy the property or part of the property***

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£20,000	£40,000	£16,000	£20,000	£24,000

4.90 Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

4.91 Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

4.92 Failure to Comply with Licence Conditions Related to:

- ***The condition or existence of smoke alarms, carbon monoxide alarms, emergency lighting, gas installations, electric installations and appliances, fire detection or other fire safety features or requirements***
- ***The provision and maintenance of safe means of escape, including requirements to keep escape routes and exits free from obstruction***
- ***Carrying out items on a schedule of works in relation to fire safety or the provision of a Carbon Monoxide detector***

Starting point	Statutory maximum civil penalty amount	Landlord Type downward adjustment	No Landlord Type adjustment	Landlord Type upward adjustment
£25,000	£40,000	£20,000	£25,000	£30,000

4.93 Offence-specific mitigating factors:

- The nature and extent of the licence condition breach

4.95 Offence-specific aggravating factors:

- The nature and extent of the licence condition breach

5.0 Process for Imposing a Civil Penalty and the Right to Make Written Representations

5.1 Notice of intent

5.2 Before imposing a civil penalty on a landlord, the Council will give the landlord a notice of intent. The notice of intent will set out:

- The amount of the proposed civil penalty
- The reasons for proposing to impose the civil penalty
- Information about their right to make written representations

5.3 Right to Make Written Representations

5.4 A landlord who is given a notice of intent may make written representations to the Council about the proposal to impose a civil penalty. Any representations must be made within a period of 28 days beginning with the day after the date on which the notice of intent was given.

5.5 Decision After the Representations Period

5.6 After the end of the period for representations the Council will:

- Decide whether to impose a civil penalty on the landlord; and
- If it decides to impose a civil penalty, decide the amount of the penalty. This amount can be higher or lower than the amount stated in the notice of intent.

5.7 A landlord's rectification of the identified breach or offence during the representations period will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. However, compliance at that stage will usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

5.8 Similarly, an admission of liability will rarely, of itself, lead the Council to conclude that the imposition of a civil penalty is inappropriate. An admission of liability will, however, usually be relevant to the assessment of mitigating factors that may reduce the level of any civil penalty imposed.

5.9 Final Notice

5.10 If, following the receipt of written representations and/or the expiry of the time period to make written representations, the Council decides to impose a civil penalty on the landlord, it will give the landlord a final notice imposing that penalty.

5.11 The final notice will set out:

- The amount of the civil penalty
- The reasons for imposing the penalty
- Information about how to pay the penalty
- The period for payment of the penalty
- Information about rights of appeal
- The consequences of failure to comply with the notice

5.12 Discount for Prompt Payment

5.13 Where a civil penalty imposed by a final notice is paid in full within the period specified in that notice (normally 28 days beginning with the day after the final notice is given), the Council will apply a discount of 15% to the amount of the civil penalty.

5.14 The availability of the discount is conditional upon full payment being received within the specified period. The discount period will not be extended or suspended by the bringing of an appeal. A landlord who chooses to appeal may still benefit from the discount by paying the civil penalty in full within the specified period; however, where payment is not made within that period, the discount will not apply.

Illustrative example of the application of the discount

5.15 The landlord of an HMO property fails to obtain a licence. They only operate two HMO properties and there are no other relevant factors or aggravating features. The starting point for the offence under the Council's civil penalties matrix is £17,000.

5.16 Following the issue of a notice of intent proposing a civil penalty of £17,000, the landlord makes written representations. Having considered those representations, the Council determines to impose a civil penalty of £16,000, as set out in the final notice.

5.17 If the landlord pays the civil penalty in full within the payment period specified in the final notice, a 15% prompt payment discount is applied, resulting in a discounted payment of £13,600.

5.18 Appeals

5.19 A landlord who is given a final notice may appeal to the First-tier Tribunal (Property Chamber) against the decision to impose a civil penalty and/or the amount of the civil penalty. Any appeal must be made within 28 days beginning with the day after the date on which the final notice was given.

5.20 Where an appeal is brought, the final notice is suspended until the appeal is finally determined or withdrawn.

5.21 An appeal to the First-tier Tribunal is by way of a re-hearing of the Council's decision. In determining an appeal, the Tribunal may have regard to matters of which the Council was unaware at the time the decision to impose the civil penalty was made.

5.22 The Tribunal may dismiss an appeal if it is satisfied that the appeal is frivolous, vexatious, an abuse of process, or has no reasonable prospect of success.

5.23 The First-tier Tribunal may invite the parties to consider mediation or another form of alternative dispute resolution. The Council will not generally agree to mediation in relation to the level of a civil penalty, as civil penalties are determined by reference to this Policy to promote fair, consistent, and proportionate outcomes. Agreeing reductions outside the Policy framework would risk undermining consistency and the Council's enforcement objectives.

5.24 On determination of an appeal, the Tribunal may:

- Confirm the civil penalty
- Vary the amount of the civil penalty (whether by increase or reduction)
- Cancel the civil penalty

5.25 Where the Tribunal varies a civil penalty by increasing its amount, it may do so only up to the applicable statutory maximum for the relevant breach or offence (£7,000 or £40,000, as applicable).

5.26 A party to the appeal may apply for permission to appeal the decision of the First-tier Tribunal to the Upper Tribunal (Lands Chamber).

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Report to:	**EXECUTIVE CABINET**
Date:	25 November 2026
Executive Member:	Councillor Laura Boyle, Executive Member (Environmental Services and Neighbourhoods)
Reporting Officer:	Emma Varnam, Assistant Director of Environment
Subject:	**HOUSING STANDARDS ENFORCEMENT POLICY**
Report Summary:	This report introduces the council's Housing Standards Enforcement Policy and seeks approval for its adoption, and the delegated authority for the Assistant Director - Environment to the amend the policy in response to changes in legislation and case law. This policy sets out the council's principles for enforcing and executing its duties as a Housing Authority under relevant statutes, particularly Parts 1 to 4 of the Housing Act 2004, and the Renters Rights Act 2025. The purpose of the policy is to provide a framework for ensuring enforcement action taken by housing authority officers is in line with the Regulators Code and principles of good regulation where applicable, and in line with relevant statutory codes of practice, official Government Guidance and Council policies. The policy also clarifies which functions fall outside the scope of the Regulators Code. The policy sets out what owners, landlords, their agents, and any other persons involved in the management of privately rented accommodation, and tenants of the private rented sector can expect from officers when dealing with non-compliance.
Recommendations:	That it be DETERMINED that Executive Cabinet: 1. Approve the adoption of the Housing Standards Enforcement Policy. 2. Delegate authority to the Assistant Director Environment, to review and amend the policy in response to legislative changes, case law, and good practice
Alternative Options Rejected:	Devise and approve an alternative policy

Corporate Plan:	This Housing Standards Enforcement Policy contributes directly to the Council's priorities by supporting safe, healthy and sustainable communities
Policy Implications:	This policy supports the delivery of Tameside Council's strategic priorities by providing a clear framework for the enforcement of housing standards within the borough.
Financial Implications: **(Authorised by Strategic Director of Finance (S151))**	There are no direct financial implications arising out of this report. The financial implications associated with the use of civil financial penalties, that may be utilised as a result of this policy, are considered in a separate report.
Legal Implications: **(Authorised by the Director of Legal & Democratic Services (Monitoring Officer))**	Section 107 of the Renters' Rights Act 2025 places a statutory duty on the Council to enforce the landlord legislation within its area and requires the Council to have regard to the relevant statutory enforcement guidance issued by the Government. The proposed Housing Standards Enforcement Policy has been developed with reference to that guidance and provides a framework to ensure enforcement decisions are made consistently, transparently and in accordance with statutory requirements. The reforms introduced by the Renters' Rights Act 2025 have attracted significant public, political and media interest. As a result, the Council's approach to implementing and enforcing the legislation is likely to be subject to increased public scrutiny from tenants, landlords, representative bodies and other stakeholders. In addition, section 110 of the Act provides for local housing authorities to report to the Secretary of State on the exercise of their enforcement functions. The Council's performance in implementing the legislation is therefore likely to be subject to increased public and Government scrutiny. The adoption of a clear and robust enforcement policy will help demonstrate compliance with the Council's statutory duties and reduce the risk of legal challenge, criticism or adverse publicity arising from inconsistent or ineffective enforcement activity. It is appropriate for Executive Cabinet to consider and adopt the policy.

Risk Management:	Failure to implement a policy will result in the Council being unable to fulfil its statutory duty to enforce housing standards legislation.
Access to Information:	Not Confidential
Background Information:	The background papers relating to this report can be inspected by contacting Sharon Smith, Head of Service Public Protection  Telephone: 0161 342 2277  E-mail: sharon.smith@tameside.gov.uk

1. INTRODUCTION

1.1 The Housing Act 2004 and associated regulations impose a variety of statutory duties on Local Councils relating to the safety of housing and the licensing of certain types of privately rented accommodation. The Council is obliged to keep housing conditions in its area under review and to take enforcement action where it identifies the existence of serious hazards.

1.2 The Housing Act 2004 also requires the Council to receive and process licence applications for houses in multiple occupation (HMOs), and to do all that is reasonable to ensure that properties that are required to be licensed, are licensed.

1.3 The Housing and Planning Act 2016 expanded the powers available to Councils to sanction non-compliant landlords and property professionals and introduced civil financial penalties which can be used as an alternative to prosecution for a number of housing related offences.

1.4 In May 2026, the Renters Rights Act 2025 came into force, placing new obligations on Councils in relation to the enforcement of tenant's rights. The Renters Rights Act 2025 also expands the application of civil financial penalties to existing offences, which the Council now has an obligation to investigate and enforce, for example contraventions of the Protection from Eviction Act 1977.

1.5 Unlike much of the legislation enforced by the Council, which is subject to the Regulators' Code, section 107 of the Renters' Rights Act 2025 places a duty on the Council to enforce the landlord legislation within its area. Statutory guidance published by the Government confirms that the Council is not required to take an informal approach before taking formal enforcement action. Where an offence is identified and the evidential and public interest tests are satisfied, the Council will ordinarily be required to take enforcement action, either by imposing a civil financial penalty or by instituting prosecution proceedings, as appropriate in the circumstances of the case.

1.6 This departure from the usual gradual approach to enforcement, as well as the significant new powers introduced by the Act, necessitates the introduction of a new Housing Enforcement Policy. The aim of the policy is to give officers a framework for enforcement decision making, which will help to ensure consistency and transparency. The Policy will also inform all those being regulated, as well as private tenants and residents in the borough, what they can expect from Council officers when dealing with regulatory matters pertaining to rented housing.

1.7 The Policy is based on a model policy, devised by the not-for-profit organisation, Justice for Tenants, which has extensive experience of working with Local Authorities to develop policies and procedures in relation to the enforcement of housing related legislation. The policy was authored with the assistance of environmental health

professionals from a number of Local Authority private sector housing services; and published by the Association of Chief Environmental Health Officers. A copy of the Policy can be found in **Appendix 1**

1.8 The policy is consistent with relevant statutory guidance and has been informed by relevant case law and good practice. The policy is not designed to be a detailed procedural document, as the processes for undertaking enforcement action are prescribed in relevant primary and secondary legislation.

1.9 The Council understands that the Model Enforcement Policy, on which the draft Housing Standards Enforcement Policy is based, will be adopted by the majority of other Greater Manchester Councils. Adopting similar policies across Local Authority boundaries will improve consistency in enforcement, making it easier for landlords who operate in more than one borough, to understand the law.

1.10 The report is also seeking that the Assistant Director of Environment be given authority to amend the policy to ensure that the Council can be responsive to the rapidly changing legislative landscape and precedent setting decisions made by the Courts.

2. KEY IMPLICATIONS

2.1 Housing is a key determinant of health and wellbeing. Homes in the private rented sector are more likely to be non-decent than other tenures. The sector is also insecure relative to other tenures, as current arrangements allow landlords to evict their tenants without giving a reason. Low quality and insecure housing can lead to poor physical and mental health outcomes and contribute to health inequalities.

2.2 Census 2021 data shows that the private rented sector (PRS) has grown significantly in Tameside over the last decade.

2.3 According to the Office for National Statistics (ONS), 17.5% of Tameside households were privately rented in 2021, compared with 13.2% in 2011. This represents an increase of 4.3 percentage points, which is greater than the increase seen across the North West (3.9 percentage points) and England as a whole (3.6 percentage points) over the same period. This indicates that private renting has expanded in Tameside at a faster rate than both the regional and national averages.

2.4 Given one fifth of households in the borough is renting privately, effective enforcement and regulation of the sector could make a significant contribution to achieving the Council's key strategic aims of creating a Safe, Green and Supportive Communities and encouraging Healthy, Active Lives.

2.5 The introduction of the Renters Rights Act 2025 will inevitably lead to an increase in enforcement as the Council fulfils its legal obligations under the Act, however the adoption of a clear policy will limit the risk of successful legal challenges against the Council, minimising unnecessary costs.

2.6 The adoption of this policy may lead to the utilisation of civil financial penalties under a policy being separately considered by cabinet. The financial implications associated with the use of civil financial penalties, are examined in that separate report.

2.7 The Policy summarises the Council's approach to the enforcement of the following Acts of Parliament and regulations made under them:

- The Housing Act 2004 (parts 1 to 4)
- The Housing and Planning Act 2016
- The Housing Act 1988 (Part 1)
- The Protection from Eviction Act 1977
- The Renters Rights Act 2025

2.8 Council officers already have authority delegated to them for many of the functions in the policy. For any new powers or duties, the Council will need to ensure the constitution is updated and officers are given appropriate authority to act through the Council's Scheme of Delegation.

2.9 It is likely that the policy will need to be updated from time to time as new precedents are set, or where guidance or good practice changes. Amendment is likely to be required more frequently in the initial stages of its implementation, as new legislation is applied and decisions are tested through the Courts. To avoid unnecessary delays to enforcement, it is recommended therefore the authority to amend the policy be delegated to the Assistant Director for Environment.

2.10 Where the Council fails to adhere to its own adopted policy it could face legal challenges. If members confirm the adoption of the policy, relevant officers will be trained in its proper application, and all decisions will be subject to approval by an officer of suitable seniority, commensurate with the seriousness of the action e.g. the decision to prosecute will be approved at Assistant Director level, whereas the decision to issue an enforcement notice may be taken by the Regulatory Services Manager.

3. CONCLUSION

3.1 The proposed Housing Enforcement Policy provides a clear, consistent framework for officers to fulfil the Council's expanding statutory duties under housing legislation, particularly the Renters Rights Act 2025.

3.2 It strengthens the Council's ability to take timely and proportionate enforcement action, improving housing standards and safeguarding tenants across the borough.

3.3 Adoption of a robust and transparent policy will help minimise legal risk, ensure compliance with statutory obligations, and promote fairness for both tenants and landlords.

3.4 Delegating authority to amend the policy will enable the Council to remain responsive to legislative changes and emerging case law, ensuring the policy remains effective and up to date.

4. RECOMMENDATIONS

4.1 As set out at the front of the report.

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Housing Authority Enforcement Policy

1.0 Introduction

1.1 This policy sets out the Council's principles for enforcing and executing its duties as a Housing Authority under the relevant statute.

1.2 S3 Housing Act 2004 imposes a duty on Councils to keep housing conditions in their district under review with a view to identifying any action that may need to be taken by them.

1.3 S107 Renters' Rights Act 2025 imposes a duty on the Council to enforce the Landlord Legislation. The Landlord Legislation is comprised of the following:

- Chapters 3 and 6 of Part 1 of the Renters' Rights Act 2025,
- Part 2 of the Renters' Rights Act 2025,
- Sections 1 and 1A of the Protection from Eviction Act 1977, and
- Chapter 1 of Part 1 of the Housing Act 1988.

1.4 S110 Renters' Rights Act 2025 imposes a duty on the Council to report to the Secretary of State on the exercise of its functions under the Landlord Legislation.

1.5 In this policy, the term 'landlord' should be read as including letting agents, managing agents, licensors, property owners, directors of corporate landlords and any other person involved in the letting or management of privately rented accommodation.

1.6 In this policy, the terms 'House of Multiple Occupation' or 'HMO' are defined by the Housing Act 2004.

2.0 Aims of the Policy

2.1 The purpose of this enforcement policy is to provide guidance for Housing Authority officers to ensure enforcement action is taken in line with the provisions of the Renters' Rights Act 2025 and mandatory guidance to local authorities.

2.2 The Act and the 'Landlord Legislation' (as defined by S107) sit outside of the Regulators' Code, and its provisions do not apply.

2.3 Part 1 of the Housing Act 2004 is also outside of the code's scope.

2.4 Notwithstanding this, the following legislation and its enforcement does come within the Legislative and Regulatory Reform (Regulatory Functions) Order 2007 and is therefore within the scope of the Regulators Code and the principles of good regulation:

- Parts 8, 9 and 10 of the Housing Act 1985
- Part 8 of the Housing Act 1996
- Parts 2 to 5 of the Housing Act 2004

2.5 This policy document sets out what owners, landlords, their agents or any other person involved in the letting or management of privately rented accommodation, and tenants of private rented sector properties, can expect from officers when dealing with non-compliance.

2.6 All enforcement action taken will be in accordance with relevant statutory Codes of Practice, Council procedures and protocols, and official guidance from central and local government bodies.

2.7 As a public body under the Human Rights Act 1998, the Council will apply the principles of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

3.0 Approach to Enforcement

3.1 The Council wants to support responsible landlords to raise housing standards. However, the Council expects landlords to have a good understanding of the housing standards and management issues that should be met in privately rented accommodation.

3.2 S5 Housing Act 2004 places a duty on Councils to take appropriate enforcement action where a Category 1 hazard exists.

3.3 S7 Housing Act 2004 gives Councils a discretionary duty to take action where a Category 2 hazard exists. The Council will usually take action where a Category 2 hazard exists.

3.4 In addition, Council officers will often investigate and identify the need to take enforcement action through a range of routes, including (but not limited to): proactive inspections of dwellings through licensing provisions; in response to a complaint or request for assistance; and referrals from other public bodies. All investigations will be carried out in accordance with the relevant statutory requirements. The Council will ensure that appropriate governance is in place to ensure that action is taken in accordance with appropriate policies.

3.5 The Council may commence enforcement with formal action instead of informal action in the first instance. In deciding whether to do so, the circumstances of the case will be taken into account. Relevant factors may include, but are not limited to:

- Where there is a risk to public health
- Where there is a blatant or deliberate contravention of the law
- Where there is history of non-compliance

3.6 The Council will usually take formal action in the first instance if there has been:

- Non-compliance with previous formal or informal action
- Offences in relation to the licensing of HMOs

3.7 The Council will take formal enforcement action in the first instance for breaches of the Landlord Legislation.

4.0 Investigatory powers

4.1 In addition to the Council's informal and formal powers of enforcement, there are investigatory powers relating to the collection of information and relating to the entry of premises including, but not limited to, the powers detailed below.

Power to Investigate

4.2 S114 Renters' Rights Act 2025 gives the Council power to issue a notice to a relevant person to require the person to provide specified information to the Council.

4.3 This notice may be given to any person with an estate or interest in the land; the licensor; their agents; or a marketer of a property. It may be given in regard to any offence under the following Legislation:

- Sections 1 and 1A of the Protection from Eviction Act 1977;
- Chapter 1 of Part 1 of the Housing Act 1988;
- Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013;
- Sections 21 to 23 of the Housing and Planning Act 2016;
- Chapter 3 of Part 1 and Part 2 of the Renters' Rights Act 2025.

4.4 Failure to comply with a s114 notice is an offence under s131 Renters' Rights Act 2025, as is being obstructive and intentionally or recklessly making false or misleading statements in response to a s.113 notice.

4.5 S115 Renters' Rights Act 2025 permits the Council when it reasonably suspects a breach of the Rented Accommodation Legislation to issue a notice to any person requiring them to provide the information specified. This may only be done to investigate whether a breach has occurred under the Rented Accommodation Legislation, or to determine the amount of a penalty. For the purposes of this section, the Rented Accommodation Legislation means:

- Sections 1 and 1A of the Protection from Eviction Act 1977;
- Chapter 1 of Part 1 of the Housing Act 1988;
- Parts 1 to 4 and 7 of the Housing Act 2004 ;
- Section 83(1) or 84(1) of the Enterprise and Regulatory Reform Act 2013;
- Sections 21 to 23 of the Housing and Planning Act 2016;
- Chapter 3 of Part 1 and Part 2 of the Renters' Rights Act 2025.

4.6 Where an individual has not complied with a s115 notice, s116 Renters' Rights Act 2025 enables the Council to make an application to the Court to enforce the provisions of the notice and seek reimbursement for the costs of the application.

4.7 S131 Renters' Rights Act provides that, in addition to the offence of non-compliance with a s114 notice, it is an offence for an individual to obstruct a Council officer seeking to exercise their powers without reasonable excuse. It is also an offence to fail to give an officer any additional assistance or information which they reasonably require without reasonable excuse.

4.8 S235 Housing Act 2004 allows the Council to issue a notice to relevant individuals, including occupiers, directing them to provide specified documents under their control for the purpose of investigating whether an offence has been committed under Parts 1 to 4 of the Housing Act 2004 or exercising the Council's functions under Parts 1 to 4 of the Housing Act 2004.

4.9 S16 Local Government (Miscellaneous Provisions) Act 1976 also permits the Council to issue a notice to an occupier, manager, or individual with an interest in the land to compel them to provide the Council with information on the nature of their interest and the names and addresses of current occupiers and of any others with an interest in the land.

Entry to Premises

4.11 S118 Renters' Rights Act 2025 permits Council officers to enter business premises of relevant people (including landlords, letting agents, and marketers) if it is necessary for the production or seizure of documents under s122-s123 Renters' Rights Act 2025. This power will be exercised without a warrant.

4.13 S121 Renters' Rights Act 2025 allows a Council officer named in a warrant to enter premises used for a rental sector business which is not mainly accommodation if there are documents on the premises which the officer could require under s122 or seize under s123. In addition, for this power to be exercised, one of the following conditions must be met:

- That access to the premises has been or is likely to be refused, and the Council has provided notice of their intention to apply for a warrant to the occupier;
- Those documents on the premises would likely be concealed or interfered with if notice of entry were to be given;
- That no occupier is present, and waiting for their return might defeat the purpose of the entry.

4.14 Following a s118 or s121 Renters' Rights Act 2025 entry, s122 allows an officer at any reasonable time to require a relevant person on the premises to produce any documents relating to the business and to take copies of them. This may only be exercised to ascertain whether there has been a breach of the Rented Accommodation Legislation where an officer reasonably suspects there has been a breach or an offence; or to ascertain whether the documents may be required in evidence for proceedings regarding a breach or offence.

4.15 Following a s118 or s121 Renters' Rights Act 2025 entry, s123 authorises Council officers to seize and detain documents that the officer reasonably suspects may be required as evidence in proceedings relating to a breach of, or an offence under, the Rented Accommodation Legislation. When doing so, the officer will provide evidence of the officer's identity and authority if reasonably practicable. The officer will take reasonable steps to inform the person from whom documents have been seized that they have been seized, and will provide that person with a written record of what has been taken.

4.16 S126 Renters' Rights Act 2025 permits the Council to enter residential premises used for a tenancy at a reasonable time if the officer considers it necessary as part of an investigation into potential offences specified in subsection 1(b). Where required, the Council will give at least 24 hours' notice of this to the occupier and individuals with an interest in the property as per subsection 1(c), detailing in writing why the entry is necessary and the suspected offences. Where there are occupiers found on the premises, the officer will provide evidence of the officer's identity and authority to at least one of the occupiers if reasonably practicable.

4.17 In addition, s239 Housing Act 2004 permits Council officers to enter, if necessary and at a reasonable time, a property in order to carry out a survey or examination. This may be done if any one of the following is met:

- to determine if any Part 1-4 enforcement functions should be exercised;
- the premises are part of an Improvement Notice or Prohibition Order;
- a management order is in force under Chapter 1 or 2 of Part 4 on the premises.

4.18 In certain circumstance the Council may obtain a warrant to enter, by force if necessary, under s240 Housing Act 2004.

5.0 Informal action

5.1 Informal action taken by the Council may be written or verbal advice. Additionally, a visit may be made at the outset by Council Officers in cases where the initial complaint or contact indicates that an immediate investigation by a Council officer is warranted.

5.2 In cases where officers visit an address, whether this is a result of a landlord's failure to adequately resolve a highlighted issue or as part of an audit or other investigation, written or verbal advice may be deemed sufficient should the inspection highlight only very minor deficiencies.

5.3 Where written advice is deemed appropriate by the Council and is provided, timescales will normally be included to undertake any specified work or actions.

5.4 While the Council will use its discretion on whether to carry out informal action for a Category 2 hazard, it does not need to provide written or verbal advice before commencing formal action.

6.0 Formal action

6.1 If formal action is considered appropriate, the following options are available to the Council.

<u>Housing Act 2004 Part 1</u>

- issue an Improvement Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This requires the person to whom it is served to undertake the remedial action specified on the Notice within a given timeframe. The mandated work and the timeframe will be determined by the Council depending on the nature and scale of the work.
- issue a Prohibition Order in respect of any Category 1 hazards and any Category 2 hazards on the property. This prevents occupation of whole or part of the property, or can be used to limit occupant numbers, within a specified time frame.
- issue a Hazard Awareness Notice in respect of any Category 1 hazards and any Category 2 hazards on the property. This makes the owner and occupiers aware of the hazards identified; however, it does not require remedial action. As a result, and because it does not secure risk-reducing works within a specified timeframe, a Hazard Awareness Notice will not usually be the most appropriate

course of action where remedial works are necessary to reduce the risk of harm to occupiers or potential occupiers.

- make an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.
- Where there is a Category 1 hazard present, S40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice.
- The Council also has the power to suspend action taken under Part 1 Housing Act 2004 in situations where it has the power or duty to take enforcement action through the service of an Improvement Notice or Prohibition Order. This will be at the Council's discretion and will normally be considered for the purpose of minimising inconvenience to the current occupiers.
- Demolition and Clearance are options for both Category One or Category Two hazards.
- S30 Housing Act 2004 provides that failure to comply with a Improvement Notice is a criminal offence, which will normally be followed by prosecution or the issuing of a civil penalty.
- S32 Housing Act 2004 provides that failure to comply with a Prohibition Order is a criminal offence, which will normally be followed by prosecution.
- Other formal notices served by the Council may not relate to the landlord undertaking remedial works but may cover a range of other matters including, but not limited to, exercising a right of entry under s.239 of the Housing Act 2004 and a request to provide information or the need to abate or avoid overcrowding.

Work in default

6.2 The enforcement options for non-compliance with formal Notices or breach of licence conditions include the carrying out of works specified in the Notice. This power may be exercised in addition to other enforcement proceedings taken for non-compliance. The Council has no duty to undertake works in default and it will be at its discretion.

Emergency or suspended enforcement action

6.3 Where there is a Category 1 hazard present, s43 Housing Act 2004 permits the Council to issue an Emergency Prohibition Order. This immediately prohibits the use of all or part of a dwelling if there is an imminent risk of serious harm to the health or safety of the occupants or others.

6.4 S40 Housing Act 2004 allows the Council to undertake Emergency Remedial Action on the Category 1 hazard without prior notice. The Council may then seek reimbursement of costs incurred on the work and the administration of the scheme.

6.5 The Council also has the power to suspend action taken under Part 1 Housing Act 2004 in situations where it has the power or duty to take enforcement action through the service of an Improvement Notice or Prohibition Order. This will be at the Council's discretion and will normally be considered for the purpose of minimising inconvenience to the current occupiers.

HMO Licence Conditions

6.6 Conditions can be added to HMO licences to require work to meet specified standards or to address HMO Management Regulation requirements. In general, authorities should seek to identify, remove or reduce category 1 or category 2 hazards in the house by the exercise of Part 1 functions and not by means of licence conditions however this does not prevent the authority from imposing licence conditions relating to the installation or maintenance of facilities or equipment even if the same result could be achieved by the exercise of Part 1 functions;

6.7 Failure to comply with these conditions is a is a criminal offence, which may result in prosecution or the issuing of a civil penalty

Other Legislative alternatives

6.8 There may be other legislative alternatives available to remedy deficiencies that cause Category Two hazards which an authority may choose as a more appropriate enforcement approach.

Prosecution

6.9 Where a Civil Financial Penalty is an available alternative to prosecution, the Council will only consider using its power to prosecute under Part 1 Housing Act 2004 in more serious cases.

6.10 The decision to prosecute will be determined by the evidential strength of the Council's case and the relevant public interest factors set down by the Director of Public Prosecutions in the Code for Crown Prosecutors.

6.11 In many circumstances, where an offence is committed by a body corporate, legislation enables local authorities to pursue persons involved with the body

corporate in addition to, or instead of, the body corporate. These include company officers and, where applicable, company members.

6.12 The Council will determine, on a case-by-case basis, whether to take enforcement action against any person or persons that they consider fall within the scope of this category in addition to prosecuting the body corporate.

7.0 Civil Financial Penalties for specified offences

7.1 This section relates exclusively to Civil Financial Penalties issued by the Council for breaches of the below housing law.

7.2 The Council has the power to impose a Civil Financial Penalty for the following:

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1997
- Failure to comply with an Improvement Notice [s30 Housing Act 2004]
- Offences in relation to licensing of Houses in Multiple Occupation (HMOs) [s72 Housing Act 2004]
- Offences in relation to the Selective Licensing of 'houses' [s95 Housing Act 2004]
- Failure to comply with an Overcrowding Notice [s139 Housing Act 2004]
- Failure to comply with a management regulation in respect of an HMO [s234 Housing Act 2004]
- Offences in relation to Regulation 3 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- Failure to comply with a banning order [s21 Housing and Planning Act 2016]
- Failure to give a written statement of terms under section 16D of the Housing Act 1988
- Failure to give an existing tenant information about changes made by the Renters' Rights Act under paragraph 7(2) of schedule 6 to the Renters' Rights Act 2025
- Attempting to let a property for a fixed term under section 16E of the Housing Act 1988
- Attempting to end a tenancy orally or by service of a notice to quit under section 16E of the Housing Act 1988
- Serving an eviction notice that attempts to end a tenancy outside the prescribed section 8 process under section 16E of the Housing Act 1988
- Relying on a ground where the person does not reasonably believe that the landlord is/will be able to obtain possession under section 16E of the Housing Act 1988

- Relying on a ground knowing the landlord would not be able to obtain possession or being reckless as to whether they would under section 16J of the Housing Act 1988
- Failing to provide a tenant with prior notice that a ground which requires it may be used under section 16E of the Housing Act 1988
- Reletting or remarketing a property before expiry of the 12 month no-let period after using the moving and selling grounds under sections 16E and 16J of the Housing Act 1988
- Discriminating against prospective tenants during the letting process on the grounds that those tenants are in receipt of benefits or have children under sections 33 and 34 of the Renters' Rights Act 2025
- Marketing a letting without stating the proposed rent under section 56 of the Renters' Rights Act 2025
- Inviting or encouraging any person to offer to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025
- Accepting an offer from any person to pay an amount of rent under the proposed letting that exceeds the stated rent under section 56 of the Renters' Rights Act 2025

7.3 Civil Financial Penalties in respect of these offences operate according to their own independent standalone policy.

8.0 Rent Repayment Orders

8.1 Part 2 of the Housing and Planning Act 2016 permits the Council to seek a Rent Repayment Order at the First Tier Tribunal Property Chamber to require the landlord of the property where the offence(s) has been committed to refund rent to the tenants or the Council. S48 of the Housing and Planning Act 2016 places a duty on the Council to consider applying for Rent Repayment Orders.

8.2 Where a landlord has been convicted or received a Civil Financial Penalty in respect of the offence, the Tribunal must award the maximum applicable amount, except in exceptional circumstances.

8.3 This power will be considered in response to all qualifying offences and where there is sufficient evidence for a successful application to the First Tier Tribunal.

8.4 The qualifying offences are:

- Unlawful eviction and harassment of occupier as defined under the Protection from Eviction Act 1997

- Failure to comply with an Improvement Notice [s30 Housing Act 2004]
- Offences in relation to unlicensed HMOs [s72(1) Housing Act 2004]
- Offences in relation to unlicensed houses [s95(1) Housing Act 2004]
- Failure to comply with an Improvement Notice [s30(1) Housing Act 2004]
- Failure to comply with a Prohibition Order [s32(1) Housing Act 2004]
- Breach of a Banning Order [s21 Housing and Planning Act 2016]
- Using Violence to secure entry [s6(1) Criminal Law Act 1977]
- Knowingly or recklessly misusing a possession ground [s16J(1) Housing Act 1988]
- Letting or marketing of a property within twelve months of using the 'moving in' or 'selling' ground of eviction [s16J(2) Housing Act 1988]
- Continuous breach of certain tenancy reform requirements [s16J(3) Housing Act 1988]

8.5 An application for an RRO may be in addition to other formal action, such as prosecution proceedings or the imposition of a Civil Penalty. Where the Council has issued a Civil Financial Penalty or pursued prosecution, it will usually apply for a Rent Repayment Order where public funds have been paid to a landlord who has committed a qualifying offence.

8.6 S49 of the Housing and Planning Act 2016 enables the Council to assist tenants in applying for Rent Repayment Orders. The Council will usually assist tenants by referring or signposting them to a relevant organisation.

9.0 Banning Orders

9.1 Part 2, Chapter 2 of the Housing and Planning Act 2016 permits a Council to apply for a Banning Order against a person who has been convicted of one or more of the relevant offences. This would prevent the landlord from:

- Letting housing in England;
- Engaging in English letting agency work;
- Engaging in English property management work; or
- Doing two or more of those things.

9.2 The Council may consider a Banning Order for the more serious offenders. It will take into account the seriousness of the offence(s), whether the landlord has committed other offences (or received any Civil Penalty in relation to a Banning Order offence) and any history of failing to comply with their obligations or legal responsibilities. It will also take into account other relevant factors, including but not limited to:

- The harm, or potential harm, caused to the tenant;
- The need to punish the offender;
- The need to deter the offender from repeating the offence;
- The need to deter others from committing similar offences.

10.0 Costs and Charges

10.1 The Council incurs costs in carrying out its functions. Where legislation allows, the Council will seek to recover reasonable costs and expenses associated with its enforcement, licensing and wider regulatory activity. This may include (non-exhaustively) costs arising from inspections, investigation, evidence gathering, notices and other statutory documentation, follow-up action, compliance monitoring, and works or other interventions.

10.2 Recovery may be pursued using all available lawful routes, which may include civil action, local land charges, and enforcement against the property.

10.3 Where permitted, interest may be applied to outstanding sums until paid.

11.0 Complaints

11.1 Contact may be made with the Council about any matters listed here by email at complaints@tameside.gov.ukor by post at:

TMBC Complaints,

Level 2,

PO BOX 317,

Ashton under Lyne,

OL6 6BH

11.2 A service user can still make a complaint in cases where the Council has instigated legal proceedings. However, making a complaint will not stop any impending legal action.

11.3 Where statutory notices have been served, making a complaint does not replace the statutory rights of appeal or the right to make representations. It also does not allow extra time to comply with any notice or order.

11.4 If a service user disagrees with a statutory notice, they should take action as specified in the notice or order to make an appeal, if any exists. Reference should be made to any notes that may accompany the notice or order for more detail.

Appendix 1 – Statement of principles to determine the amount of a penalty charge under Part 4 of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 ("the Regulations")

Section 13 of the Regulations requires local housing authorities to prepare and publish a statement of principles which they propose to follow in determining the amount of a penalty charge.

The Regulations introduced legal requirements on relevant landlords to:

1. Equip a smoke alarm on each storey of the premises on which there is a room used wholly or partly as living accommodation.

2. During any period when the premises were occupied under the tenancy, to ensure that a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and which contains fixed combustion appliance other than a gas cooker.

3. Carry out checks by or on behalf of the landlord to ensure that each prescribed alarm is in proper working order on the day the tenancy begins if it is a new tenancy.

4. Where, following a report made on or after 1st October 2022 by a tenant or by their nominated representative to the landlord, a prescribed alarm is found not to be in proper working order, the alarm is repaired or replaced.

For the purposes of the legislation, living accommodation includes a bathroom or lavatory.

Where the Council believe that a landlord is in breach of one or more of the above duties, the Council must serve a remedial notice on the landlord. The remedial notice is a notice served under Regulation 5 of the Regulations.

If the landlord then fails to take the remedial action specified in the notice within the specified timescale, the Council can require a landlord to pay a penalty charge and can arrange for remedial action to be taken under certain circumstances. The power

to charge a penalty arises from Regulation 8 of the Regulations. Failure to comply with each remedial notice can lead to a fine of up to £5,000. Fines will be applied per breach, rather than per landlord or property.

The Council will impose a penalty charge where it is satisfied, on the balance of probabilities, that the landlord has not complied with the action specified in the remedial notice within the required timescale.

A landlord will not be considered to be in breach of their duty to comply with the remedial notice if they can demonstrate they have taken all reasonable steps to comply. Where there is evidence, including written correspondence, of repeated and consistent efforts to obtain access to the property, with access repeatedly being prevented by the occupant(s) of the property, a landlord will not be considered to be in breach of their duty to comply with the remedial notice. A landlord will be expected to have:

- Communicated the risk of harm that the lack of functioning alarms posed to all occupants in writing on multiple occasions
- Requested access to comply with the remedial notice on a regular basis of no longer than every seven days in writing

In considering the imposition of a penalty, the Council may look at the evidence concerning the breach of the requirement of the notice. A non-exhaustive list of methods that may be used to obtain relevant evidence includes, but is not limited to:

- Evidence obtained from a property inspection
- Evidence provided by the tenant or agent
- Evidence provided by the landlord demonstrating compliance with the Regulations by supplying dated photographs of alarms, together with installation records
- That all detector heads have not passed their expiration or replacement date

Landlords need to take steps to demonstrate that they have met the testing requirements at the start of the tenancy requirements. A non-exhaustive list of methods that may be used to evidence compliance with these testing requirements includes, but is not limited to:

- Tenants signing an inventory form which states that they observed the alarms being tested and confirming that the alarms were in working order at the start of the tenancy

Where a landlord is in breach, the local housing authority may serve a remedial notice. Failure to comply with each remedial notice can lead to a fine of up to £5,000. Fines will be applied per breach, rather than per landlord or property

When determining the amount of the penalty charge, regard will be had to whether this is a first breach under the Regulations.

Determining the amount of the penalty charge for a first breach

The minimum amount of a penalty charge for a first breach of the Regulations will be £2500. Only in exceptional circumstances may the Council depart from the application of this statement of principles and issue a penalty charge for less than £2500. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors

The starting level of a penalty charge for a first breach of the Regulations will be £3000. The penalty charge amount will then be varied depending on aggravating and mitigating factors.

Aggravating factor include, but are not limited to:

- The number of alarms not working or missing (the Regulations state there should be one per storey)
- Other fire safety concerns/defects in the property which increase the risk posed to the occupants
- The length of time the offence is believed to have been on-going
- The frequency of complaints by the occupiers to the landlord about the non-working or missing alarms
- The costs of any remedial work the Council have carried out in response to the breach
- Whether the property is let as a HMO (which increases the overall risk)
- The number of occupants living in the property
- Presence of vulnerable occupiers such as elderly, children or disabled people
- Any history of previous enforcement or non-compliance of the landlord
- Attempts to obstruct the investigation

Mitigating factors include, but are not limited to:

- The property being small and low-risk (for example a one-bedroom ground floor flat with a large number of fire escapes including large windows)
- A single occupant living in the property
- Evidence that all required alarms were checked and in working order at the start of the tenancy
- Written evidence that some efforts to gain access and comply with the remedial notice were made and access was prevented by the occupant

Determining the amount of the penalty charge for a subsequent breach

The penalty for subsequent breaches by the same landlord will be £5000. Only in exceptional circumstances may the Council depart from the application of this statement of principles and issue a penalty charge for less than £5000. Exceptional circumstances are rare and unusual and are not established merely by the presence of multiple mitigating factors.

Appendix 2: Statement of principles to determine the amount of a penalty charge for a breach of minimum energy efficiency standards (MEES) with respect to domestic privately rented property

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 ("the Regulations") make it unlawful to rent out a domestic property if it has an EPC (Energy Performance Certificate) rating of F or G (unless a valid exemption has been registered on the PRS Exemptions register).

The Regulations make it unlawful to fail to comply with a compliance notice served by the Council.

The Regulations cover all relevant properties, even where there has been no change of tenancy.

The Regulations were introduced to improve the energy efficiency of housing in the private rented sector and to reduce greenhouse gas emissions and tackle climate change. They should help make tenants' homes more thermally efficient.

An energy performance certificate (EPC) gives the property an energy efficiency rating – A rated properties are the most energy efficient and G rated are the least efficient. It's valid for 10 years and must be provided by the owner of a property, when it is rented or sold.

If you are a landlord and you fail, when requested, to provide an EPC for the start of a tenancy, you will be in breach of the Regulations.

An EPC contains information about the type of heating system and typical energy costs. It also gives recommendations about how the energy use could be reduced, lowering running costs. You can find the recommended energy efficiency improvements on the current EPC.

If you're a private landlord, you must either:

- ensure your rented properties have an EPC with a minimum 'E' rating
- register a valid PRS exemption on the PRS exemptions register

Failure to do either of these is a breach of the Regulations.

The Council investigates any potential breaches of the regulations. If the Council is satisfied that you are, or have at any time in the 18 months preceding the date of service of the penalty notice, breached the Regulations, you may be subject to a penalty notice imposing a financial penalty. The Council may also impose a publication penalty.

The "publication penalty" means publication, for a minimum period of 12 months, or such longer period as the Council may decide, on the PRS Exemptions Register of such of the following information in relation to a penalty notice as the Council decides:

- Where the landlord is not an individual, the landlord's name
- Details of the breach of these Regulations in respect of which the penalty notice has been issued
- The address of the property in relation to which the breach has occurred, and
- The amount of any financial penalty imposed.

The Council will impose the following financial penalties:

(a) letting a property with an F or G rating for less than 3 months: £2,000
(b) letting a property with an F or G rating for more than 3 months: £4,000
(c) registering false or misleading information on the PRS exemptions register: £1,000
(d) failing to provide information to the Council demanded by a compliance notice: £2,000

The Council may not impose a financial penalty under both subsections (a) and (b) above in relation to the same breach of the Regulations. But they may impose a financial penalty under either paragraph (a) or paragraph (b), together with financial penalties under paragraphs (c) and (d), in relation to the same breach. Where

penalties are imposed under more than one of these paragraphs, the total amount of the financial penalty may not be more than £5,000.

END OF POLICY

Report to: **EXECUTIVE CABINET**

Date: 25 November 2026

Executive Member: Councillor Laura Boyle, Executive Member (Environmental Services and Neighbourhoods)

Reporting Officer: Julian Jackson, Strategic Director of Housing, Environment & Estates

Subject: **TAMESIDE HIGHWAY MAINTENANCE FRAMEWORK - CONTRACT AWARD**

Report Summary: The purpose of this report is to seek approval to award contracts for the establishment of the Tameside Highway Maintenance Framework following the completion of a compliant procurement exercise undertaken in accordance with the Public Contracts Regulations and the council's Contract Procedure Rules.

The Framework will provide a flexible, efficient and compliant mechanism for the delivery of highway maintenance, highway improvement and associated infrastructure works across the borough throughout the framework term, supporting the Council's ongoing investment in the highway network and enabling the timely procurement of works as required.

Recommendations: It be DETERMINED that Executive Cabinet:

1. Award places on the Tameside Highway Maintenance Framework to the contractors identified in **Appendix 1.**
2. Establish the framework for a period of 4 years with the option to extend for a further 2 years subject to satisfactory performance and approval.
3. Authorise the Strategic Director of Housing, Environmental and Estates, in consultation with STaR Procurement, to complete all necessary contractual documentation including issuing Letters of Intent to the successful contractors whilst the formal documentation is being finalised.
4. Permit the award of call-off contracts in accordance with the Framework terms and applicable procurement regulations.

Alternative Options Rejected: The council considered extending existing arrangements, undertaking separate procurement exercises, and delivering services in-house. These options were rejected as they would

	either be less cost-effective, require additional procurement resources and timescales, or not provide sufficient capacity and flexibility to meet the council's highway asset management requirements. The Framework provides a compliant, efficient, and value-for-money procurement route.
Corporate Plan:	The Tameside Highway Maintenance Framework supports the priorities set out within the Council's Corporate Plan 2026-2030, particularly the commitment to improve highway network infrastructure, enhance connectivity, promote sustainable transport and maintain safe, resilient and accessible highways for residents, businesses and visitors.
Policy Implications:	The establishment of the Tameside Highway Maintenance Framework supports the council's statutory duty under the Highways Act 1980 to maintain the highway network in a safe and serviceable condition. The Framework will provide a compliant procurement route to secure suitably qualified contractors to deliver highway maintenance, improvement and associated works, ensuring the council can continue to meet its obligations as Local Highway Authority.
Financial Implications: **(Authorised by Strategic Director of Finance (S151))**	The Highways Asset Management Plan was approved at Executive Cabinet on the 22 April 2026, which included approval to establish this dedicated Tameside highways Maintenance framework. The approved Capital investment Strategy for 26/27 included an additional £45m of investment over the period of the Medium-Term Financial Plan to deliver the Highways Asset Management Plan (HAMP) There are no additional direct financial implications arising from the establishment of the Framework beyond those associated with the delivery of approved highway maintenance and infrastructure programmes. Any future expenditure will be subject to separate approval processes in accordance with the council's scheme of delegation and financial governance arrangements.
Legal Implications: **(Authorised by the Director of Legal & Democratic Services (Monitoring Officer))**	The procurement route to be followed for the proposed establishment of the framework is compliant with the Procurement Act 2023 and the Council's Contract Procedure Rules.
Risk Management:	The key risks associated with establishing and utilising the Tameside Highway Maintenance Framework include contractor performance, capacity constraints, cost inflation,

	programme delays and health and safety incidents. Section 6 of this report provides more information.
Access to Information:	Not Confidential
Background Information:	The background papers relating to this report can be inspected by contacting Lee Holland, Head of Engineering Services, Housing, Environment and Estates. Telephone: 0161 342 3978 E-mail: lee.holland@tameside.gov.uk

1. INTRODUCTION

1.1 On the 22 April 2026 the council's Executive Cabinet approved the updated Highways Asset Management Plan which included approval to establish a dedicated Tameside Highways Maintenance Framework.

1.2 The purpose of the Tameside Highway Maintenance Framework is to provide a compliant, sustainable, strategic procurement solution tailored to local needs.

1.3 The new Tameside Highway Maintenance Framework includes social value requirements ensuring highways investment not only maintains critical infrastructure but also delivers tangible benefits for Tameside residents, businesses and wider community.

1.4 The purpose of this report is to obtain approval to formalise the Framework and award contracts to the successful contractors in 8 specialised LOTs.

2. PROCUREMENT ROUTE

2.1 The Tameside Highway Maintenance Framework has been established following a compliant procurement exercise undertaken in partnership with STaR Procurement.

2.2 The procurement opportunity was advertised through The Chest e-tendering portal, inviting suitably experienced suppliers to submit tenders for inclusion on the Framework.

2.3 The procurement process was conducted in accordance with the Public Contracts Regulations and the council's Contract Procedure Rules, ensuring a fair, transparent, and competitive process.

2.4 Subject to approval, framework contracts will be awarded in accordance with the published evaluation criteria and tender assessment methodology.

3. CONTRACT PERIOD

3.1 The Framework Agreement shall commence on the agreed contract start date and shall remain in force for an initial period of four years, unless terminated earlier in accordance with the terms and conditions of the Agreement.

3.2 Subject to the necessary approvals, the council may extend the Framework Agreement for a further period of up to two years.

3.3 Subject to approval, the award of contracts under the Framework Agreement will be subject to an eight-day call-off period following the approval decision.

3.4 It is anticipated that additional funding opportunities may become available during the term of the Framework Agreement. Any such funding will be subject to separate council approval and the availability of budget provision.

3.5 To ensure the timely delivery of the approved programme and maximise expenditure of the available budget within the current financial year, delegated authority is granted to the Director of Place, in consultation with the Executive Member for Environmental Services and Neighbourhoods, to issue Letters of Intent to the successful contractors whilst the formal contract documentation is being finalised. This will enable early mobilisation activities, including programme planning, resource allocation, procurement of materials and preparatory discussions, to commence in advance of contract execution.

4. CONTRACT VALUE

4.1 The estimated value of the Framework Agreement over its maximum potential duration includes the delivery of a capital programme valued at approximately £45 million, in addition to revenue-funded works and maintenance activities.

4.2 The Framework Agreement has been procured to permit access by other local authorities and public sector bodies where appropriate. Participating organisations may be required to pay a contribution to the council for the use of the Framework, reflecting the costs incurred in developing, procuring and managing the arrangement. This approach seeks to maximise the value of the procurement exercise and support the efficient delivery of highway services across the wider public sector.

5. FRAMEWORK LOTS

5.1 The Framework is divided into a number of specialist LOTs covering a range of highway asset management activities, including highway maintenance, carriageway resurfacing, footway improvements, drainage works, structures maintenance, traffic management and other associated services.

5.2 Multiple contractors will be appointed to each LOT, where appropriate, to provide flexibility, resilience, competition and value for money throughout the duration of the Framework.

5.3 Details of the successful contractors appointed to each lot, together with the proposed contract award arrangements, are provided in **Appendix 1.**

6. CALL-OFF PROCEDURE

6.1 The council will utilise the call-off procedures set out within the Tameside Highway Maintenance Framework found at **Appendix 1**.

6.2 Works may be awarded either through direct award or mini-competition in accordance with the Framework rules and the specific requirements of each project.

6.3 The chosen call-off mechanism will ensure value for money, effective competition where appropriate, and timely delivery of highway improvement and maintenance works.

7. RISKS

7.1 The key risks associated with establishing and utilising the Tameside Highway Maintenance Framework include contractor performance, capacity constraints, cost inflation, programme delays and health and safety incidents.

7.2 These risks will be mitigated through robust contract management arrangements, regular performance reviews and established escalation procedures.

7.3 Capacity risks will be reduced by appointing multiple suppliers across Framework lots, providing resilience and continuity of service. Cost inflation will be managed through competitive call-off processes and ongoing market testing to ensure value for money.

7.4 Health and safety risks will be controlled through mandatory compliance requirements, monitoring, and auditing of contractor performance.

7.5 Overall, the framework structure reduces delivery risk by increasing supplier resilience and providing access to alternative providers where required.

8. FINANCE

8.1 The Framework has been established through a competitive procurement process to secure value for money, provide commercial flexibility and support the efficient delivery of the Council's highway investment programme. The use of the Framework is expected to reduce procurement costs and timescales associated with procuring individual contracts whilst maintaining compliance with relevant procurement legislation and the council's Contract Procedure Rules.

8.2 As the Framework has been established by Tameside Council there may also be opportunities for other local authorities and public sector organisations, where

permitted under the Framework arrangements, to access and utilise the Framework. This could generate income for the council through the recovery of framework management and administration costs, contributing towards the ongoing operation and management of the Framework. Any income generated would be subject to the terms of the Framework and relevant statutory and financial regulations.

8.3 There are no additional direct financial implications arising from the establishment of the Framework beyond those associated with the delivery of approved highway maintenance and infrastructure programmes. Any future expenditure will be subject to separate approval processes in accordance with the council's scheme of delegation and financial governance arrangements.

9. CONCLUSION

9.1 The council has a statutory duty to maintain and manage the public highway network in a safe and serviceable condition. The establishment of the Highway Asset Management Framework will provide access to the specialist skills, resources and capacity required to support this obligation.

9.2 The framework will provide a compliant and efficient procurement route, enabling the timely delivery of highway maintenance and capital works programmes while ensuring operational resilience and continuity of service.

9.3 Social value commitments formed part of the tender evaluation process, ensuring that contractors contribute to local economic, environmental, and community benefits alongside the delivery of core highway services.

10. RECOMMENDATIONS

10.1 The recommendations are as set out at the front of this report.

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Highway Asset Maintenance Plan Framework – Contract Award Agreement

Suppliers on this framework have been ranked 1st, 2nd or 3rd following the evaluation process. Works within each lot may be awarded through either direct award or mini competition, depending on the complexity and requirements of the project.

Under the direct award mechanism, Tameside Council may award works to the highest-ranked supplier without undertaking a further competition. Where the first-ranked supplier is unable to deliver, has a conflict of interest, lacks capacity, or declines the opportunity, the works will be offered sequentially to the next-ranked supplier.

Mini competitions will typically be used for more complex projects, where additional quality considerations need to be assessed or where competition is likely to achieve better value. In these cases, all suppliers appointed to the relevant framework lot will be invited to bid, with the contract awarded to the highest-scoring supplier.

All awards are subject to an 8 working day cooling off period

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LOT 1 – Resurfacing

Scope Summary

Lot 1 covers all works associated with the repair, renewal and resurfacing of carriageways and footways.

Lot 1 contract awards:

1: Multipave (NW) Limited

2: Tarmac Trading Limited

3: Holcim UK Limited

LOT 2 – Minor Civils

Scope Summary

Lot 2 covers small-to-medium scale civils works and public realm improvements such as kerbs, paving, street lighting, signage, soft landscaping and utilities ducts.

Lot 2 contract awards:

1: Alined Construction Limited

2: Rowan Ashworth Limited

3: Bethell Construction Limited

LOT 3 – Drainage

Scope Summary

Lot 3 covers installation, maintenance and repair of highway and surface water drainage systems including groundworks, investigations, gully maintenance and CCTV.

Lot 3 contract awards:

1: Rowan Ashworth Limited

2: Bethell Construction Limited

3: Multipave (NW) Limited

LOT 4 – Proprietary Treatments

Scope Summary

Lot 4 covers specialist surface treatments that extend asset life and improve highway performance, including surface dressing, micro asphalt, slurry sealing, crack sealing, anti-skid treatments, and other surface enhancement products. The lot also includes all associated traffic management required to deliver the works safely.

Lot 4 contract awards:

1: Kiely Bros Limited

2: Colas Limited

3: Road Maintenance Services Limited

LOT 5 – Bridges, Structures & Barriers

Scope Summary

Lot 5 covers the inspection, maintenance, repair and upgrade of structural highway assets, including bridges, retaining walls, masonry structures, road restraint systems and steelwork. The lot includes structural repairs, refurbishment, strengthening, waterproofing, joint replacement, scour protection and corrosion protection works.

Lot 5 contract awards:

1: Taziker Industrial Limited

2: Bethell Construction Limited

3: Rowan Ashworth Limited

LOT 6 – Lining

Scope Summary

Lot 6 covers road marking and surface treatment works, including thermoplastic lining, anti-skid surfacing and coloured surfacing for highways, cycle lanes, bus lanes and pedestrian priority areas.

Lot 6 contract awards:

1: L&R Roadlines Limited

2: Jointline Limited

3: WJ North Limited

LOT 7 – Street Lighting & Signage

Scope Summary

Lot 7 covers the maintenance, upgrade and installation of street lighting, illuminated signage and CCTV assets, including lighting columns, LED lanterns, powered signs, bollards, feeder pillars and CCTV systems.

Lot 7 contract awards:

1: Altitude Services Limited

2: Acorn Lighting Services Limited

3: Jones Lighting Limited

LOT 8 – Traffic Management

Scope Summary

Lot 8 covers the provision of traffic management services for highway works and events, including temporary traffic signals, lane closures, diversions, convoy systems, road closures, signage and event access arrangements.

Lot 8 contract awards:

1: Safer Roadworks Limited

2: Hatton Traffic Management Limited

3: Core Highways (Traffic Management) Limited

Deliverables and Reporting

All contractors will be required to provide:

- Risk assessments and method statements (RAMS)
- Programme and progress updates
- KPI Reporting
- Defects correction and guarantee information
- As-built records and photographs

Compliance certificates (electrical, structural, materials testing)

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Report to: **Executive Cabinet**

Date: Wednesday 25th November 2026

Executive Member: Councillor Mike Smith, First Deputy (Population Health & Wellbeing)

Reporting Officer: James Mallion, Director of Public Health

Subject: **Leisure and Wellbeing Review - Progress update and tender preparation. (Part A Report)**

Report Summary: This report provides an update on progress around the review of the Leisure & Wellbeing Service in Tameside following the decisions taken by Executive Cabinet on 25 March 2026. It sets out progress made in developing the future operating model and seeks approval for a series of procurement and contractual decisions required to support the forthcoming tender process. The recommendations relate to the Agency Model, workforce remuneration, inflationary uplifts, utilities risk allocation, capital investment opportunities and the future Leisure & Wellbeing Facilities Investment Strategy. Collectively, these proposals seek to support the long-term sustainability of the service, improve health and wellbeing outcomes for residents and provide a clear framework for future investment in leisure facilities across the borough.

Recommendations: Executive Cabinet is recommended to approve:

1. That the procurement process for the future Leisure & Wellbeing Service will invite variant bids and test the use of the Agency Model, alongside other contractual models.
2. That the future Leisure & Wellbeing contract includes a requirement for the operator to pay, as a minimum, the Real Living Wage to all employees delivering the service.
3. That an annual inflationary uplift linked to the Consumer Price Index (CPI) is applied to the management fee from Year 2 of the contract term.
4. That the future contract adopts a risk-sharing approach to utility costs, with the operator managing normal

market fluctuations and the Council providing protection only in exceptional circumstances.

5. That bidders are permitted to submit variant bids incorporating capital investment proposals, which will be evaluated as part of the tender process.
6. That the procurement process tests the option of a longer contract term of 15 years, with the option for a 5-year extension, through the submission of variant bids.
7. That the Outline Leisure & Wellbeing Facilities Investment Strategy, attached at Appendix 1, is approved for publication as part of the tender documentation

Alternative Options:	There have been several options considered as part of this review the detail of which can be found in section 4 of this report
Corporate Plan:	The delivery of Tameside Council's Leisure & Wellbeing Services is a key step in meeting the Public Health priority in the Council Plan 2026-30 to **deliver a high-quality public leisure provision**.
Policy Implications:	The Council has a Statutory Duty to 'secure, so far as is reasonably practicable', access to a wide range of affordable, accessible sports, recreational facilities like parks, pools and leisure centres and green spaces integrating physical activity with public health to secure opportunities to improve individual and community wellbeing. This report specifically addresses the Council's approach to the procurement process to ensure long-term and sustainable provision (Leisure centres and pools) in our neighbourhoods and communities and delivery of local physical activity initiatives as described in Tameside Moving – Strategic Framework for Action 2024 - 2028.
Financial Implications: (Authorised by the Section 151 Officer)	As stated in the Part B exempt report.
Legal Implications: (Authorised by the Director of Legal &	The proposed procurement intentions to seek variant bids in terms of contract model, including agency, financial investment and length of contract term are compliant with the Procurement Act 2023. The Act has introduced the competitive

Democratic Services (Monitoring Officer)	flexible procedure enabling contracting authorities to explore innovative arrangements and structures such as the agency model against traditional outsourcing during new procurements whilst at the same time maintaining compliance and transparency.
Risk Management:	Risks and benefits of each recommendation are set out in section 4.
Access to Information:	**NOT CONFIDENTIAL**
Background Information:	The background papers relating to this report other than those relating to the Part B paper and its content can be inspected by contacting Angela Barrago, Head of Leisure & Physical Activity Telephone: 0161 342 0000 e-mail: angela.barrago@tameside.gov.uk

1. INTRODUCTION

1.1 The Leisure & Wellbeing Service, commissioned by the Council, is a core element of the public offer to support residents to access facilities and to be enabled to be active and build movement into their everyday lives.

1.2 The Council recognises the significant contribution that Leisure & Wellbeing Services make to the health, wellbeing and prosperity of the borough. Beyond providing opportunities to be physically active, leisure facilities support preventative health, social inclusion, community resilience, skills development and local economic growth.

1.3 The Council is therefore committed to securing the long-term future of its leisure estate and ensuring that the operating model for the Leisure & Wellbeing Service can deliver the greatest possible benefit for residents.

1.4 In March 2026 a report to Executive Cabinet agreed a set of recommendations to progress work to review the current model for the Leisure & Wellbeing Service. This confirmed that an open competitive tender for the future service model would be commenced.

1.5 This report provides an update on progress made since Executive Cabinet approved the next phase of the Leisure & Wellbeing Review in March 2026. It seeks approval for a number of key procurement and commercial decisions required to support the forthcoming tender process and establish the framework for the future delivery of Leisure & Wellbeing Services in Tameside.

2. BACKGROUND AND STRATEGIC CONTEXT FOR THE LEISURE AND WELLBEING REVIEW

2.1 In 2025 a comprehensive review began to examine all aspects of the current leisure service, including future facility needs, asset management responsibilities, investment requirements, governance arrangements, service outcomes, financial sustainability and alternative delivery models. This root-and-branch review was designed to ensure that the future leisure offer is fit for purpose, represents value for money and can respond to the changing needs of residents and communities.

2.2 Based on the review and updated evidence including; the updated Physical Activity Needs Assessment, Built Facilities Strategy, Play Pitch & Open Space Strategy (pending) and the objectives in the Tameside Moving Strategy, a new proposed focus of the future Leisure & Wellbeing Service for Tameside has been agreed (see Figure 1 below).

2.3

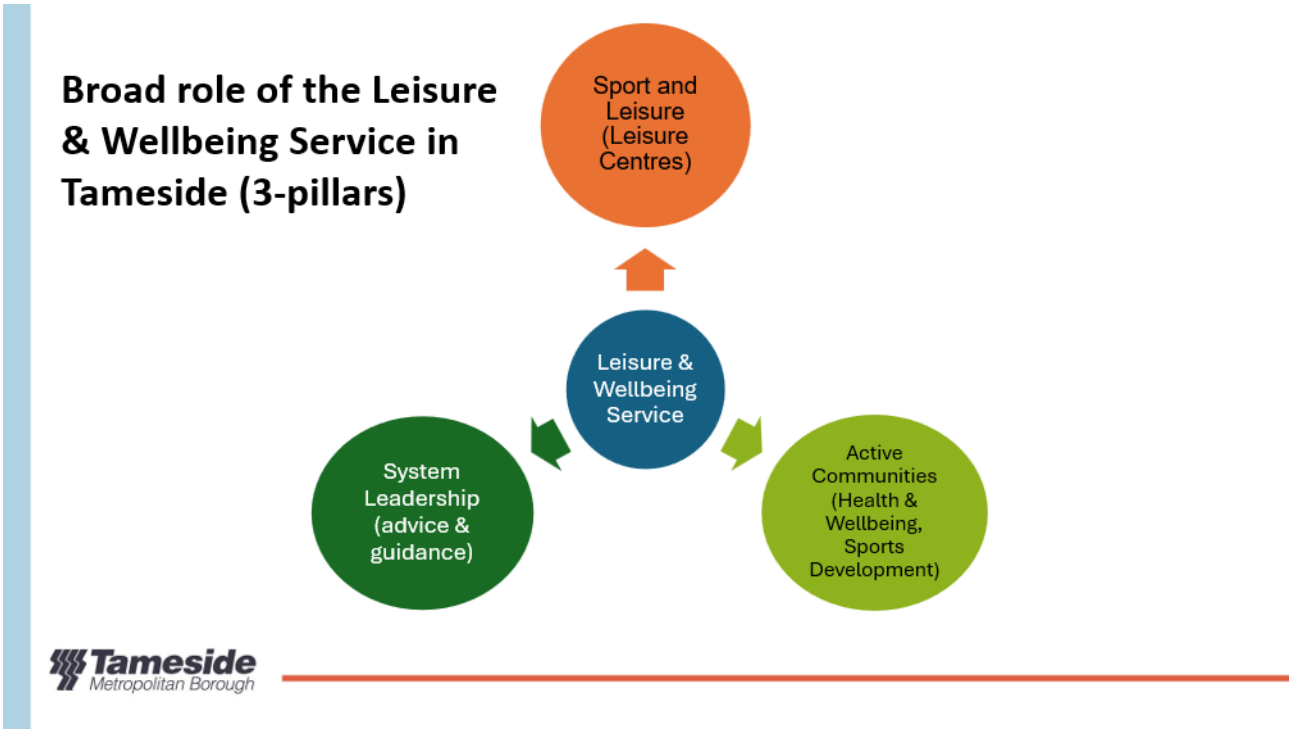


Figure 1: Broad role of the Leisure & Wellbeing Service in Tameside

2.4 Since the review commenced in 2025, the Council has undertaken a programme of work to inform the future delivery of Leisure & Wellbeing Services. The over-arching focus of the new service is to maximise opportunities for people of all ages to be physically active, improve health and wellbeing, reduce inequalities,

strengthen communities and social connections, and support residents to live healthier and more independent lives.

2.5 Alongside the provision of accessible high-quality leisure facilities, the new service specification will include a strengthened Active Communities approach, focused on delivering targeted activity programmes in neighbourhoods and communities, particularly for groups and places experiencing the greatest barriers to participation. It will also establish a stronger system leadership role for the future provider, working collaboratively with partners across health, education, voluntary, community and public services to support a joined-up approach to increasing physical activity and improving wellbeing across the borough.

2.6 The Leisure & Wellbeing Review forms part of the Council's Transformation Programme and supports the Council's commitment to delivering modern, sustainable and outcome-focused services. As a strategically significant transformation project, progress has been subject to ongoing oversight through the Council's established transformation governance arrangements, ensuring that the review, procurement development and future operating model remain aligned with corporate priorities.

3. PROCUREMENT PROGRAMME UPDATE

3.1 Following Executive Cabinet's approval in March 2026 to proceed with an open market procurement, the Council has undertaken a significant programme of work to inform the future operating model and contract arrangements. This has included strategic service reviews, options appraisals, whole-life asset condition assessments, built facilities planning, financial modelling, market engagement, legal and technical advice and stakeholder consultation.

3.2 The procurement process has been designed to secure an operating model that supports the Council's wider ambitions to increase physical activity, improve health and wellbeing, reduce inequalities, strengthen community connections and deliver positive outcomes for residents, whilst ensuring that high-quality leisure services remain sustainable for future generations.

3.3 As part of the procurement development process, the Council has established a robust framework for the future Leisure & Wellbeing Service contract. This has included the preparation of the service specification, outcomes framework, performance and governance requirements, procurement documentation, and supporting legal and technical schedules. Collectively, these documents have been developed to provide clarity for bidders, support a fair and transparent

procurement process, and ensure that the future contract is capable of delivering the Council's strategic, operational and financial objectives.

3.4 The future contract will be supported by a strengthened performance management and governance framework designed to provide greater transparency, accountability and assurance over the delivery of services and outcomes. Clear performance standards, reporting requirements and outcome measures will enable the Council to effectively monitor delivery, assess performance against agreed objectives and drive continuous improvement. These arrangements have been informed by recognised sector best practice, including the principles incorporated within Sport England's leisure operating contract guidance, to support effective contract management throughout the life of the agreement.

4. PROCUREMENT DECISIONS AHEAD OF COMMENCING INITIAL TENDER STAGE IN DECEMBER 2026

4.1 Agency Model

4.1.1 The Agency Model is one option for the contractual model in which the future Leisure & Wellbeing Service may operate. Due to potential benefits this may bring, it is proposed that the procurement process for the future Leisure & Wellbeing Service will invite variant bids and test the use of the Agency Model, alongside other contractual models.

4.1.2 An Agency Model is a delivery arrangement whereby the operator provides leisure services on behalf of the Council, enabling the Council to retain greater strategic control and influence over public health, wellbeing and community outcomes.

4.1.3 The approach also has the potential to generate financial benefits through VAT efficiencies and is therefore being proposed to be tested through the procurement process.

4.1.4 The proposed procurement approach would test an Agency Model alongside other contractual arrangements through the tender process, enabling the Council to assess the benefits and value for money offered by each approach before determining the preferred delivery model.

4.1.5 A number of Greater Manchester authorities, including Stockport, Trafford, Bolton and Manchester, currently operate leisure services through an Agency Model and this experience has informed the Council's consideration of the approach.

4.1.6 The Agency Model presents a number of legal, financial and governance considerations which have been reviewed as part of the procurement development process. Whilst some risks have been identified, these are considered manageable and can be mitigated through appropriate contract, governance and performance management arrangements.

4.1.7 Further detail regarding the financial implications is contained within the restricted Part B report.

4.1.8 The alternative option of excluding the Agency Model from the procurement process is not recommended, as this would limit the Council's ability to explore potential efficiencies and wider benefits that may be available through the market.

4.2 **Workforce Remuneration**

4.2.1 The Council recognises the important role that fair employment practices play in supporting workforce wellbeing, recruitment and retention, as well as contributing to wider social value outcomes, and the continued delivery of high-quality Leisure & Wellbeing Services for residents.

4.2.2 As many employees working within the current leisure service are Tameside residents, the approach taken to workforce terms and conditions can have broader benefits for individuals and communities across the borough. The Greater Manchester-wide Real Living Wage pledge also sets out an ambition for all public sector employers to pay staff the Real Living Wage.

4.2.3 It is proposed that the future Leisure & Wellbeing contract includes a formal requirement for the operator to pay all employees delivering the service at least the Real Living Wage. This reflects the Council's commitment to fair employment practices and supports wider Greater Manchester ambitions to improve employment standards and reduce in-work poverty.

4.2.4 The alternative option not to mandate payment of the Real Living Wage within the future contract and instead allow operators to determine their own pay structures, subject to compliance with statutory employment requirements, is not

recommended as it would not support the Council's wider objectives in respect of fair employment, workforce wellbeing, social value and the delivery of high-quality Leisure & Wellbeing Services. It would also be inconsistent with the Council's ambition to promote payment of the Real Living Wage across the borough.

4.2.5 Further detail regarding implications, contractual requirements and associated commercial considerations is provided within the restricted Part B report.

4.3 **Inflationary Uplifts**

4.3.1 To support the long-term sustainability of the service and ensure that the contract remains resilient to increases in operating costs, it is proposed that the future contract includes an annual inflationary uplift linked to the Consumer Price Index (CPI) from Year 2 of the contract term. This approach reflects established practice within the leisure sector and seeks to maintain service quality and financial stability throughout the contract period.

4.3.2 The alternative option of not applying inflationary indexation has been considered but is not recommended, as this may impact the long-term sustainability of the contract and the affordability assumptions underpinning the procurement process.

4.3.3 Further detail regarding the proposed indexation mechanism, affordability considerations and contractual provisions is contained within the restricted Part B report.

4.4 **Utilities Risk Share**

4.4.1 Utilities costs remain a significant area of financial risk within the leisure sector due to the volatility experienced in energy markets in recent years. The allocation of this risk is therefore an important consideration within the procurement process and can have a material impact on contract affordability, bidder appetite and the long-term sustainability of the service.

4.4.2 It is proposed that the future contract adopts a shared approach to utility tariff risk, whereby the operator remains responsible for managing energy consumption and routine cost fluctuations, whilst the Council provides protection

against exceptional increases in utility tariffs. This approach is intended to support market attractiveness, value for money and long-term contract resilience whilst continuing to incentivise efficient energy use.

4.4.3 The alternative option of retaining all utility tariff risk with the operator has been considered but is not recommended. This approach may increase pricing uncertainty for bidders and could adversely impact affordability, investment and market interest in the opportunity.

4.4.4 Further detail regarding the commercial implications of the alternative approach is contained within the restricted Part B report.

4.5 Approach to New Capital Investments

4.5.1 Whilst the Council will continue to retain responsibility for the strategic management and long-term development of the leisure estate, it is proposed that the procurement process allows bidders to submit capital investment proposals designed to enhance facilities, improve operational performance and support the long-term sustainability of the Leisure & Wellbeing Service.

4.5.2 Any investment proposals submitted through the tender process will be subject to robust evaluation and shall only be considered where they demonstrate clear benefits to residents, represent value for money and support the Council's wider objectives for the leisure estate. Any proposals taken forward through the procurement process will be subject to further Executive Cabinet approval.

4.5.3 The alternative option of not inviting capital investment proposals through the procurement process has been considered but is not recommended. This would limit the Council's ability to explore innovative opportunities to improve facilities, service delivery and financial sustainability through the expertise and experience of prospective operators.

4.5.4 Further detail regarding the proposed capital investment arrangements, evaluation criteria and associated commercial considerations is contained within the restricted Part B report.

4.6 Option to Test a Longer Contract Term

4.6.1 Contract duration is an important consideration in securing a sustainable and successful operating model for the Leisure & Wellbeing Service. The length of contract can influence affordability, investment, market interest and the ability to develop long-term partnerships which support the Council's wider objectives for health, wellbeing and active communities.

4.6.2 It is proposed that the procurement process tests the option of a longer contract term of 15 years, with the option for a further 5-year extension, through the submission of variant bids. This will enable the Council to assess whether a longer-term arrangement delivers additional benefits in terms of affordability, investment, service development and value for money when compared to the currently approved contract structure.

4.6.3 The alternative option of restricting the procurement to the currently approved contract term of 10 years with extension options has been considered but is not recommended at this stage, as it would limit the Council's ability to test whether a longer-term arrangement may deliver additional benefits through the competitive tender process.

4.6.4 Further detail regarding the commercial implications of alternative contract terms is contained within the restricted Part B report.

5. FUTURE INVESTMENT STRATEGY

5.1 Future investment in the borough's leisure infrastructure remains a strategic priority for the Council. Evidence developed through the Leisure & Wellbeing Review, including the Built Facilities Strategy, has identified the need to maintain and modernise the leisure estate to ensure that future provision remains sufficient to meet current and anticipated demand and supports the Council's wider ambitions for health, wellbeing and physical activity.

5.2 The evidence highlights a need to increase swimming provision across the borough, with Ashton Town Centre identified as the primary location for future investment due to the scale of current and future demand within this area.

5.3 To support long-term planning and provide greater transparency regarding the Council's ambitions for the leisure estate, it is proposed that an Outline Leisure & Wellbeing Facilities Investment Strategy is published as part of the procurement documentation. This will provide bidders with visibility of the Council's strategic

direction and future ambitions for leisure provision, enabling them to consider how they may contribute to the delivery of these objectives through their proposals.

5.4 The alternative option of not publishing an Outline Leisure & Wellbeing Facilities Investment Strategy alongside the tender documentation has been considered but is not recommended. Providing clarity regarding the Council's long-term investment intentions is expected to support stronger strategic alignment between the Council and prospective operators and may encourage more innovative and sustainable proposals through the procurement process.

5.5 The proposed Outline Leisure & Wellbeing Facilities Investment Strategy is attached at Appendix 1.

6. CONCLUSION

6.1 This report provides an update on progress made since Executive Cabinet approval of the next phase of the Leisure & Wellbeing Review in March 2026 and seeks approval for a number of strategic, commercial and contractual recommendations to inform the procurement strategy and tender documentation for the future Leisure & Wellbeing Service.

6.2 Subject to the decisions arising from this report, work will continue with the current operator and on the procurement of the future operating model throughout 2027 and into 2028.

6.3 Oversight of the Leisure & Wellbeing Review and future operating model will continue through the Council's governance arrangements, including the Health & Wellbeing Board, and further updates and decisions will be brought forward to Executive Cabinet as required.

7. RECOMMENDATIONS

7.1 As set out at the front of the report.

APPENDIX 1

Tameside Leisure & Wellbeing Facilities Investment Strategy 2027-2037

Introduction

This outline investment strategy establishes the Council's strategic priorities and investment intentions for leisure and wellbeing facilities across Tameside over the next 10 years. Informed by the latest available evidence, it establishes the principles for future investment planning to help ensure that residents continue to have access to high-quality facilities that meet current and future community needs and support the objectives of the wider Leisure & Wellbeing Service.

The strategy is intended to assist bidders in understanding the Council's long-term ambitions for the leisure estate and future service provision. It should not be interpreted as a commitment to deliver any specific investment project. All future investment proposals will remain subject to business case development, funding availability, and the Council's governance and approval processes.

Rationale and Aims of the Leisure & Wellbeing Service

There are currently approximately 73,000 inactive people living in Tameside and our ambition as a council is to change that.

Evidence tells us that movement and physical activity has a range of health and wellbeing benefits, yet there are many groups of people in Tameside who struggle to move as much as they would like. While enabling everyday movement requires a whole system approach, there is a clear role for the public leisure & wellbeing service to enable movement and physical activity for residents, particularly those who face more barriers to movement.

During 2026 and 2027 Tameside council are reviewing the model for public leisure provision to put in place a clear operating model and approach for the service over the medium to long term. This will focus on three pillars of the service, including leisure centres; active communities; and system leadership (see Figure 1 below).

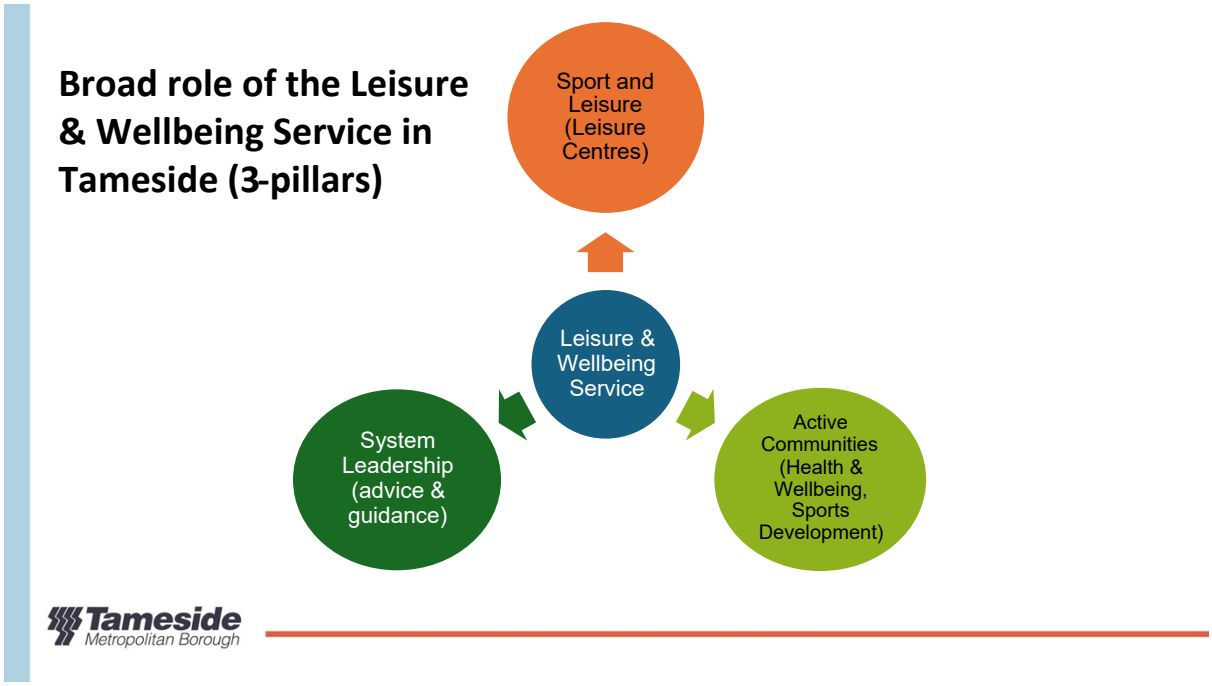


Figure 1: Outline of the role of the future Leisure & Wellbeing Service (3-pillars)

Evidence of Need

During 2025 and 2026 work has been undertaken to build the strategic evidence base for the requirements of the future service. This includes updating the physical activity needs assessment for Tameside; conducting a review of whole lifecycle costs of the existing leisure estate; developing a built facilities strategy; and developing a play pitch and open spaces strategy. These pieces of work have informed some of the future requirements of the service and operating model.

Additional to this, alongside strategic growth ambitions and work taking place across the borough, there is also likely to be substantial residential growth and ongoing population growth in certain key locations across the borough. This means that ongoing investment and planning for leisure facility provision will continue to be a priority going forward.

While the service offer needs to be broad, reflecting all three pillars of the model, the role of the built facilities and the leisure centres remains a priority as a key part of the community infrastructure to support the wellbeing of residents, particularly considering the demand we already have in Tameside, and expected growth. It is crucial to ensure sufficiency of the leisure estate over the next 10-20 years.

It is important to recognise that capital investment in leisure assets supports improved outcomes such as rates of physical activity, reduced obesity, improved mental wellbeing and enhanced community cohesion.

Key Principles of Leisure Facility Investment

- The Council will continue to prioritise investment into leisure facilities across Tameside, recognising them as an important part of community infrastructure to deliver the borough's leisure provision as a preventative public health intervention.
- There is an agreed programme of capital investment across all the council's estate, which includes investment in ongoing maintenance works at the existing leisure buildings (7 existing leisure sites – Copley; Hyde (leisure pool); Dukinfield (iTrain); Hattersley (Ken Ward); Medlock; Oxford Park; Denton (Wellness Centre)).
- There is a clear intention to progress plans to invest in a new leisure facility in Ashton Town Centre. This is linked to the town centre masterplan for Ashton. There is an ambition for this to be a flagship centre, with swimming pool provision and a range of facilities to enable a broad offer, embracing the wider health and wellbeing role of the service going forward and how to align with other priorities such as the Live Well ambition.
- As part of the Council's Capital Investment Strategy, there is provision for substantial capital investment towards new leisure estate provision over the next 5 years, including the development of new leisure provision in Ashton Town Centre, subject to the Council's governance and approval processes.
- In order to ensure financial sustainability and value for money, other sources of funding and investment towards future leisure facilities in Tameside, particularly for Ashton, will be explored with other agencies and organisations, including Sport England and central government (Ministry of Housing Communities and Local Government). Future investments will also support the council's net-zero and climate change commitments.
- The Council recognises that some existing facilities are ageing and may require significant renewal, refurbishment or replacement over the next 5-10 years, subject to future business case development and funding availability.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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