

# **Section 1**

## **Introduction**

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## 1.1 Strategic objectives

1.1.1 The Council and the Developer are committed to the regeneration of the Aylesbury Estate and to a shared vision that will see the area become a vibrant part of the Walworth neighbourhood.

1.1.2 This will include:

- Homes that have a range of tenure and ownership options that are attractive and affordable for local residents and new people moving to the area
- A mixed community including families, elderly and vulnerable people
- Excellent schools, improved transport, community facilities and new businesses
- High quality architecture and public realm.

1.1.3 The Council and the Developer (collectively known as 'the Parties') have entered into a Development Partnership Agreement (DPA) dated 28 April 2014.

1.1.4 The DPA sets out the arrangements for delivering the regeneration of the Development Area which is shown in the plan at Annexure 1.1.

1.1.5 The Business Plan forms part of the DPA (Schedule 8) and is intended to document the way in which the parties and particularly the Developer is to meet the requirements of the DPA. It sets out the key commitments made by each partner, how and when these commitments will be delivered.

1.1.6 As set out in paragraphs 2.1-2.3 of the DPA the Objective for the Development is:

*the wholesale regeneration of the Development Area before the expiry of the Development Period, maximising value for both the Council and the Developer whilst using any public sector investment efficiently and achieving*

*the Minimum Requirements. The regeneration will include the construction of new high quality mixed tenure homes, community and commercial space and public realm and the delivery of a range of community and economic benefits that will support the well-being of existing and new residents.*

*The Council and the Developer agree to work together and the Developer has been selected by the Council to carry out and complete the Development in accordance with and on the terms of the DPA including the Business Plan so as to achieve the Objective for the Development within the Development Period and by the relevant Milestone Dates for each Plot.*

*The Council and the Developer will act in good faith in seeking to deliver the Objective and in performing their obligations under the DPA and the Business Plan.*

1.1.7

It is acknowledged that the Business Plan has been developed by the Parties to provide the framework for the delivery of the Objective and both the Council and the Developer will use all reasonable endeavours to fulfil the intentions of the Business Plan so as to achieve the Objective, including (but not limited to) complying the requirements of the Business Plan.



## 1.2 The Business Plan

1.2.1 This Business Plan sets out the how the obligation set out in the DPA will be delivered.

1.2.2 It sets out the key commitments made by each party, how and when these commitments will be delivered.

1.2.3 The Business Plan also sets out through the Key Performance Indicators how the performance of both the Council and Developer will be measured through the lifetime of the Project.

1.2.4 The plan sets out a suite of strategies, plans and protocols that make up the framework for the delivery of the regeneration. These are divided into the following sections which make up the Business Plan:

- Partnership Working Strategy
- Mobilisation Programme
- Implementation Strategy – Land Assembly
- Implementation Strategy – Development
- Implementation Strategy – Interim Management
- Design and Technical Strategy
- Marketing, communications and involvement strategy
- Community and economic wellbeing strategy
- Area management strategy
- Implementation Master Plan
- Financial management and Financial model

- Risk Log

- Key Performance Indicators (KPIs)

- 1.2.5 Each section within the Business Plan is split into a number of parts including background, approach, Key Principles, Business Plan Specification and the Delivery Mechanism.
- 1.2.6 Where the section includes Key Principles, these set out the commitments that both Parties have made to the delivery of the DPA and the Business Plan.
- 1.2.7 Where the section includes a Business Plan Specification this sets out the detail of what will be delivered by the Parties and in some parts exactly how that will be delivered.
- 1.2.8 Where the section includes a Delivery Mechanism this sets out in more detail how the Key Principles and Business Plan Specification will be delivered.
- 1.2.9 The Business Plan will be monitored regularly and reviewed annually as further detailed in Schedule 1 of the DPA which sets out the collaboration and steering group procedures. As noted in paragraph 5 of Schedule 1, only the Steering Group can agree changes to the Key Principles and Specification sections of the Business Plan as these are the key elements of the agreement between the Parties. The Implementation Group can agree changes to the Delivery Mechanisms.
- 1.2.10 For ease of use (as the Business Plan is intended to be used as a working document by the Developer and the Council) the definitions used in the Business Plan are set out in full below in part 1.3 and where not defined in the Business Plan, defined terms to have the same meaning as in the DPA.
- 1.2.11 In the event of any Inconsistencies within the terms and conditions set out in the DPA and the Business Plan, then the terms and conditions of the DPA shall prevail.

1.2.12 The Parties acknowledge that when the Project moves into the final stage . .

with the development of the final two Plots, the Business Plan will be reviewed and the Parties will work together to agree the arrangements for establishing long term high quality area management and the ongoing delivery of community and economic well being benefits for residents.

## 1.3 Definitions used in Business Plan

1.3.1 The definitions used within the Business Plan are set out below.

1.3.2 The definitions in standard text are those specific to the Business Plan, whilst those definitions in bold are those which are repeated from the DPA.

1.3.3 Table of Definitions:

Term	Definition
<b>AAP</b>	The action plan for the regeneration of the Aylesbury Estate (including the Development Area) adopted by the Council on 27 January 2010.
<b>Above Ground Demolition</b>	Demolition to ground level (for the avoidance of doubt to be no lower than the top of any ground floor building slab of any buildings or other structures at the Relevant Plot)
<b>Active Phases</b>	Relevant live re-housing phase - a block or group of blocks that are part of a regeneration scheme and re-housing has commenced. (i.e. tenants have been placed in Band 1 and are able to bid and negotiations have started with leaseholders)
<b>Affordable Rent Residential Units</b>	The Residential Units to be used for Affordable Rents for the First Development Site
<b>Affordable Rents</b>	Rents no greater than 80% of Market Rents (at the relevant date) and otherwise as the expression 'Affordable Rents' is defined from time to time by or on behalf of the Government for England and Wales from time to time.

Term	Definition
<b>Affordable Residential Units</b>	<p>The total of</p> <ul style="list-style-type: none"> <li>(a) the Target Rent Residential Units;</li> <li>(b) the Intermediate Residential Units; and</li> <li>(c) in the case of the First Development Site only, the Affordable Rent Residential Units.</li> </ul> <p>In both cases to be delivered in relation to the Development in accordance with the requirements of this Agreement, the Minimum Requirements and the Business Plan, and references to 'Affordable Residential Unit' are to be construed accordingly.</p>
<b>Apprenticeships</b>	<p>Paid employment and associated benefits whilst completing a qualification, including supervision and line management from the employer organisation with support from human resources, with a minimum duration of one year, achieving an Intermediate, Advanced or Higher Level apprenticeship (equivalent to NVQ Level 2 to Foundation Degree/Diploma)</p>
<b>Assured Shorthold Tenancy</b>	<p>Form of assured tenancy with limited security of tenure introduced by the Housing Act 1988.</p>
<b>Aylesbury Estate</b>	<p>The Aylesbury Estate as described and defined in the AAP.</p>
<b>Band 1</b>	<p>The highest priority group of households registered on the Council's housing list.</p>
<b>Below Ground Demolition</b>	<p>Demolition below ground level (for the avoidance of doubt to include any ground floor building slab of any buildings or other structures at the Relevant Plot; any required removal of substructures and/ or Contamination and/or Services Works)</p>
<b>BRAM</b>	<p>Barratt Residential Asset Management</p>




Term	Definition
<b>Building Lease</b>	A building lease substantially in the form attached to this Agreement at Appendix 2 of the DPA and with any reasonable amendments thereto proposed by the Developer or the Council that are approved by the other such approval not to be unreasonably withheld.
<b>Bulk Sale</b>	Any disposition by way of sale, letting, undertaking, assignment or otherwise to a person, company or other body (or any Associated Company or Connected Person of such person, company or body) of more than 5 Private Residential Units per Plot (and references to Bulk Sales shall be construed accordingly).
<b>Business Plan</b>	The Business Plan for the Development from time to time, the initial Business Plan as agreed at the date of this Agreement forming part of this Agreement and being annexed at Appendix 9 of the DPA.
<b>Business Plan Delivery Mechanisms</b>	Any section of the Business Plan (as may be amended from time to time) headed "delivery mechanism".
<b>Business Plan Key Principles</b>	Any section of the Business Plan (as may be amended from time to time) headed "key principles".
<b>Business Plan Review Meeting</b>	An annual meeting of the Steering Group to be held pursuant to paragraph 2.7 of Schedule 1 of the DPA in each year of the Development Period to agree any changes to the Business Plan for the forthcoming year.
<b>Business Plan Specifications</b>	Any section of the Business Plan (as may be amended from time to time) headed "specification".
<b>Carriageway</b>	The road way, between kerbs, includes on-street parking bays.

Term	Definition
<b>Commercial Unit</b>	A unit of accommodation forming part of the completed Development Works intended for letting other than as a Residential Unit or as Council Works
<b>Community Connector</b>	An employee of the Developer with responsibility for supporting the roll out the economic and community wellbeing programme, as well as providing resident support services throughout the Project
<b>Community Investment Project Manager</b>	An employee of the Developer with responsibility to establish the economic and community wellbeing programme for Aylesbury; develop the social impact measurement infrastructure; recruit and train the Community Connectors; work with the Procurement Team to maximise local employment, training and new business for local SMEs; embed the programme within the Neighbourhood Hub patches
<b>Completion Date</b>	The date (on Working Days) after the later of a) the Date of Wind and Watertight Certification for the first completed Building at the Relevant Plot; b) the Date of Topping Out for all of the Buildings at the Relevant Plot
<b>Council</b>	The Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street London SE 1 2QH
<b>Council Works</b>	All those parts of the Development Works set out in the Business Plan intended to be occupied by or at the direction of the Council including without limitation the Plot 18 Facilities and the First Development Site Community Facility
<b>CPO</b>	Any compulsory purchase order to be made by the Council to acquire the outstanding interests and/or Third Party Interests in the Development Area



Term	Definition
<b>Creation Trust</b>	New Aylesbury Trust Limited (company number 6176587) whose registered address is c/o Creation Trust Unit 8 The Blue Hut Thurlow Street London SE17 2UZ being successor body to the Aylesbury New Deal for the Communities established to act as an advocate for tenants and residents of the Aylesbury Estate or such other equivalent body as may be notified by the Council to the Developer from time to time.
<b>Delivery Teams</b>	Any sub-groups to be formed by the Implementation Group in accordance with the provisions of paragraph 2.2.5 of Schedule 1 of the DPA.
<b>Demolition Contractor</b>	Such reputable demolition contractor as is appointed as the contractor for the purposes of the Demolition Works in accordance with Schedule 10 of the DPA.
<b>Demolition Works</b>	The Demolition Works to be carried out on a Relevant Plot for Above Ground Demolition in accordance with the Demolition Specification.
<b>Design and Technical Strategy</b>	The design and technical strategy as annexed as Section 7 of the Business Plan, as may be amended from time to time in accordance with the Change Procedure.
<b>Design Director</b>	Such suitably qualified and experienced person in matters of design as is appointed by the Developer as "Design Director" from time to time and approved by the Council (acting reasonably), such person to have the responsibilities of the Design Director set out at paragraph 4.1 of Schedule 1 of the DPA.
<b>Developer</b>	Notting Hill Housing Trust (registered number IP16558R) whose registered office is at Bruce Kenrick House 2 Killick Street London N1 9FL.



Term	Definition
<b>Developer Partner</b>	BDW Trading Limited or such other person selected to assist fulfilment of the objectives in relation to the Private Residential Units by the Developer from time to time and approved by the Council in accordance with clause 18.6 and/or (as the context requires) any Associated Company
<b>Developer Partner Representative</b>	Such senior role with responsibility for the Development at the Developer Partner as the Developer Partner notifies to the parties from time to time
<b>Developer's Priority Return</b>	
<b>Development</b>	The redevelopment of the Development Area to be delivered in accordance with this Agreement (including the Business Plan and the Minimum Requirements)
<b>Development Account</b>	The notional account to be maintained by the Developer or the Developer's Principal Agent for the Development Costs in accordance with Part 1 of Schedule 5 of the DPA
<b>Development Area</b>	The freehold property comprised in the Title Numbers shown for identification only edged red on the plan annexed at Appendix 1 of the DPA as varied from time to time in accordance with the provisions of this Agreement

Term	Definition
Development Partnership Agreement (DPA)	The DPA dated 28 April 2014 and made between the Council and the Developer, of which this Business Plan forms part
Development Period	A period of twenty years from the date of this Agreement, extendable in accordance with paragraph 4.5.9 of Schedule 1 of the DPA provided that the Development Period may not be extended beyond the Development Longstop Date
Development Plans	The detailed plans, drawings, sections, elevations, specifications, priced bills of quantities, engineer's drawings and calculations and other design and building details for the Development Works for the Relevant Plot to be produced in accordance with paragraph 1 of Schedule 1.1 of the DPA
Development Receipts	Has the meaning given in Part 4 of Schedule 5 of the DPA
Development Works	The building and other works to be carried out and completed in accordance with the provisions of the Development Agreement
Direct Offers	An offer of housing made by the Council outside of the Council's choice based lettings scheme
Disposal	Means (a) the grant of a lease at a premium; or (b) a freehold transfer whether by the Developer or any person deriving title under the Developer and granting a derivative interest no matter how remote and in each case to be made on arm's length bona fide commercial terms and "Disposed Of" is to construed to have a corresponding meaning
District Heating System	the district heating system currently installed at the Development Area for the benefit of the Aylesbury Estate



Term	Definition
EIA	An environmental impact assessment for the whole of the Development Area to be prepared by the Developer in accordance with a scope agreed with the local planning authority
Employment and Skills Plan	The employment and skills plan to be prepared by the Developer for each Plot in accordance with the requirements of Section 9 of the Business Plan
Extra Care	Extra Care is a form of supported housing which offers flexibility in meeting the care, support and housing needs of very frail older people, who may otherwise be placed in institutionalised residential care services
Financial Model	The financial model used to determine (a) whether the Development and/or a Plot is Viable, and (b) the Premium payable for each Plot, in the form as appended to the DPA as Appendix 12, or such other model as approved by the Steering Group at its discretion
First Development Site	The first Plots of the Development to be undertaken (being Plots 1, 2 and 3 as identified in the Plot Plan)
First Development Site Community Facility	The community facility comprising no less than 250 square metres of Gross Internal Area of fully fitted out office / community space to be delivered by the Developer for the Council at the First Development Site in accordance with the Business Plan and the Plot Implementation Plan for the First Development Site
Fixed Payments	Has the meaning defined in Schedule 4 of the DPA
Footway	The area from the face of building curtilage to the kerb, ie the pavement; this can include street planting

Term	Definition
<b>Habitable Rooms</b>	Means all rooms with at least one window which are rooms a) capable of use for sleeping or living or dining (but excluding kitchens save where (b) applies, or b) a kitchen with an overall floor area of not less than 11m <sup>2</sup> Internal Area but excluding in all cases toilets, bathrooms, landings, halls and lobbies. Provided that any room in excess of 27.6m <sup>2</sup> Internal Area will be treated as 2 Habitable Rooms in the determination of the quantum of Residential Units.
<b>Hazardous Material</b>	Any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance.
<b>Head of Communications</b>	The Head of Communications (or similar position) for either the Council or the Developer.
<b>Highway</b>	The street from face of building curtilage to face of building curtilage opposite, includes the footway, the carriageway and landscaping i.e. street trees and some verges.
<b>Hub</b>	Comprises a temporary structure which accommodates: <ul style="list-style-type: none"> <li>• office space for both the Council's Area Housing Office staff and the Developer's housing staff</li> <li>• a reception, waiting area and interview area, for consultation with existing and new residents</li> <li>• office space for Creation Trust</li> <li>• a marketing suite</li> <li>• show homes</li> <li>• parking spaces for 50 cars.</li> </ul>
<b>Hybrid Planning Applications</b>	A detailed planning application for the development of the First Development Site (including any EIA required by the local planning authority for the First Development Site and/or the Development Area) and an outline application for the development of the remainder of the Development Area, to be approved by the Council in accordance with the paragraph 2 of Part 2 of Schedule 8 of the DPA.

# **Section 2**

## **Partnership**

### **Working Strategy**

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## 2.1 Background

- 2.1.1 The Council and the Developer are committed to establishing a highly successful partnership with effective governance and decision making and a working culture where staff from both organisations work together alongside the community to deliver the objectives established through the DPA and the Business Plan.
- 2.1.2 This strategy document sets out the agreed structure for how the Parties will work together through the Development Period.

## 2.2 Approach

- 2.2.1 The Parties agree that the key to a successful partnership is creating the right working relationships and culture at each level of the partnership.
- 2.2.2 This section details the arrangements for partnership working over the lifetime of the Project as set out in the Development Partnership Agreement (DPA).
- 2.2.3 This strategy section includes the key principles and Business Plan Specifications that the Council and the Developer will adhere to in relation to:
- Structure and Governance
  - Working arrangements
  - Co-location

## 2.3 Key Principles

### 2.3.1 Structure and Governance

- 2.3.1 The Project will be managed through an agreed structure of groups and teams. The Council and the Developer will establish and maintain as a minimum a Steering Group, an Implementation Group and a series of Delivery Teams.
- 2.3.2 The key to a successful partnership is an open and transparent approach from all parties. The approach to communications within the Partnership will therefore be governed by the following principles:
- Maintaining regular contact
  - Regular Steering Group, Implementation Group and Delivery Team meetings
  - Regular monitoring of progress
  - Full communication of all decisions made to all staff working on the Project.
- 2.3.1.3 Alongside the Steering Group, Implementation Group and the Delivery Teams there will be a need for strategic dialogue and relationships to be established between the most senior members of staff in the Council and the Developer. It is therefore important that the Chief Executives of both organisations have a common understanding of the objectives and the requirements of the Project so that they can ensure it is adequately resourced.
- 2.3.1.4 Communication and engagement with local residents throughout the Development Period will also be vital for the success of the Project. The structures which are put in place to manage the Project will therefore have to ensure there is appropriate engagement with the community throughout. This will be achieved through both the consultation and engagement



approach set out in Section 8 and the accountability structures established in Section 10.

## **2.3.2 Working arrangements**

### **Staffing**

- 2.3.2.1 Both the Developer and the Council will provide effective and clearly identifiable personnel resources to ensure the successful delivery of the Project. This will include the appropriate level of representation at the various boards and groups set out in this section.
- 2.3.2.2 The Council will maintain a regeneration staff team focussed on the Project throughout the Development Period. In addition, the Council is committed to providing area and housing management resources to Aylesbury residents throughout the period that Council tenants or residents remain living on the estate. The Council will also provide additional support through other Council services such as communications, community engagement and finance as appropriate.

## **2.3.3 Co-location**

- 2.3.3.1 Co-location of operational staff is very important. It engenders proper partnership working and allows issues to be resolved more effectively and expediently.
- 2.3.3.2 The Parties will develop a co-location strategy which sees the Council's regeneration and housing team's co-located with the Developer's staff for the Project, sharing office and meeting space on the Aylesbury Estate when required.
- 2.3.3.3 Co-location facilities will be provided by the Developer in an Aylesbury Estate based office throughout the Development Period. It is expected that this Hub will move location throughout the Project.

## 2.4 Business Plan Specification

### Minimum Requirements as set out in the DPA, Schedule 3

The minimum requirements relating to Section 2 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

20. The Developer will provide a named Project Director, Design Director and MCI Manager throughout the whole of the Development Period.

### 2.4.1 Staffing

2.4.1.1 The Developer has committed to provide at a minimum the following core roles throughout the Project:

- Project Director
- Design Director
- Marketing, Communications and Involvement Manager

2.4.1.2 The Developer will maintain the core roles with appropriately qualified staff matching the key job specifications (as set out in Annexure 2.1), funded from within the Developer's Priority Return, throughout the Development Period, which will include at a minimum a suitably skilled:

2.4.1.3 **Project Director who will:**

- Provide strategic and operational leadership for the Project
- Report on Project progress and outcomes to the Steering Group
- Be the face of the Project, utilising all channels to ensure that stakeholders and interested parties are managed effectively and in the best interests of the Project, the Developer and the Council.

2.4.1.4 **Design Director who will:**

- Work alongside existing Project staff to ensure that the integrity of the design work on the Project is of the highest standard at all times.
- Oversee and monitor the selection and management of architects and designers appointed to the Developer's design team.
- Review the briefing of consultants and monitor the design of the Development Works to ensure consistency in architectural and design quality across the Development Area.
- Attend meetings of the Steering Group from time to time as requested.

2.4.1.5 The Design Director is not necessarily a full-time, permanent post, but a retained post with input at key stages of the Project. This will be as a minimum an average of 4 days per month.

2.4.1.6 **Marketing, Communications and Involvement (MCI) Manager who will:**

- Lead and manage the implementation and delivery of the Marketing, Communications and Involvement (MCI) Strategy (Section 8) for the Project for all aspects of branding, marketing, communications and consultation, ensuring that the strategies address both existing and new residents.
- Report on all aspects of the delivery and on-going impact of the Project on delivery of the MCI strategies to the Steering Group (including for this purpose the Developer's Group Director of Development and New Business, and the Council's Director of Regeneration).
- Work with Council officers and the Creation Trust to ensure that all communications relating to the Project are clear, comprehensive, consistent and effective.
- Set up and chair the MCI Delivery Team to facilitate a collaborative forum in which to discuss and agree appropriate communications responses to development activities, events and feedback throughout Development Period.

- 2.4.1.7 The Developer's Staff Team will be employed on the Project at the outset of the programme. This will be through interim staffing arrangements immediately after contract signature (as set out in Annexure 2.2), with all posts recruited to in line with the Mobilisation Programme set in Section 3.
- 2.4.1.8 For all new staff or consultants coming into the Project the Developer will have in place an effective strategy for induction and continuity. The principles of this strategy are set out in Annexure 2.3.

## **2.4.2 Groups and teams**

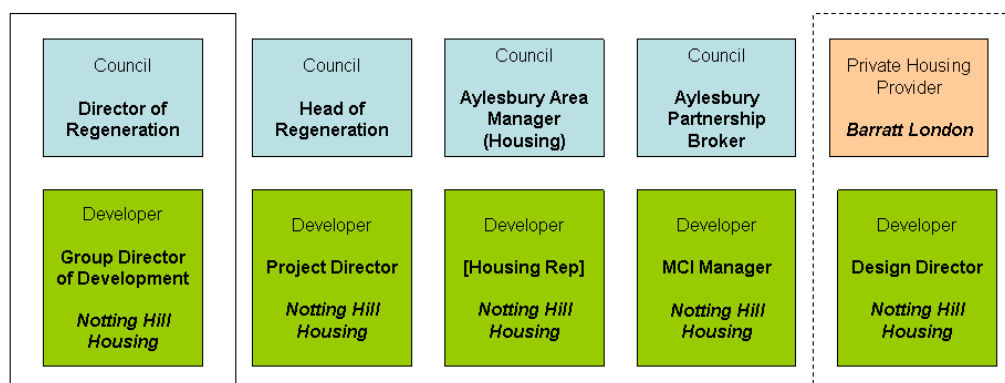
- 2.4.2.1 The Council and the Developer will establish and maintain groups and teams, through which the governance of the partnership between the Council and the Developer will be managed. These will be:
- A Steering Group which is set up to oversee the whole Project, monitor progress and performance as set out in the DPA. Membership will include the Developer's Group Director of Development and the Council's Director of Regeneration. This group will meet at least quarterly to review progress and consider proposed amendments to the Business Plan. The Steering Group will also meet annually to undertake a detailed review of performance against the Business Plan.
  - An Implementation Group which meets monthly to monitor the implementation of the Project and reports into the Steering Group both quarterly on progress and issues, and annually on performance against the whole Business Plan.
  - A set of Delivery Teams, established by the Implementation Group to deliver the Business Plan Specifications as set out within the Business Plan.

## 2.5 Delivery Mechanism

### 2.5.1 Groups and Teams

#### Steering Group

- 2.5.1.1 Both Parties will provide the appropriate level of representation to attend the Steering Group to ensure that decisions can be taken effectively that will ensure the efficient delivery of the Project. This representation will be by staff with a sufficiently detailed understanding of the Project in order to provide effective issue resolution, and who generate a working atmosphere where issues are properly and openly debated and resolved. It is expected that representation on the Steering Group will be as set out below:



- 2.5.1.2 The first meeting of the Steering Group must take place within the first 15 Working Days after exchange of the DPA as shown in the Mobilisation Plan (section 3) and then quarterly thereafter.
- 2.5.1.3 The Terms of Reference of the Steering Group are set out in Annexure 2.4 and must be reviewed annually alongside the Business Plan.
- 2.5.1.4 The Steering Group will have an annual review meeting (as part of the quarterly meeting cycle) to consider performance against all aspects of the DPA (including the Business Plan). This will include a full review of the Business Plan and consideration of any recommendations to make changes

to the Business Plan Specifications or Key Principles.

- 2.5.1.5 The Council will have an internal strategic leadership meeting of the Chief Executive, the Strategic Director of Finance and Corporate Services, the Strategic Director of Housing and Community Services and the Council members of the Steering Group, or other appropriate senior staff, in advance of each annual review meeting of the Steering Group to agree the Council's position and delegate authority for decision making to the Council's Steering Group representative as appropriate.
- 2.5.1.6 The Developer will hold a similar internal meeting attended by the key strategic leadership to agree a position and delegate authority for decision making to the Developer's Steering Group representative. At a minimum this will include the Developer's Chief Executive.

### Implementation Group

- 2.5.1.7 It is essential that there is staffing continuity from the Developer's bid team into the Implementation Group, including appropriate representation from the Developer Partner, whilst also ensuring that all staff on the Implementation Group have sufficient detailed understanding of the Project. It is expected that representation on the Implementation Group will be as follows:

Council <b>Aylesbury Partnership Broker</b>	Council <b>Senior Design and Technical Officer</b>	Council <b>Aylesbury Area Manager</b>	Council <b>Programme Officer – Regen South</b>	Council <b>Comms Rep</b>
Developer <b>Project Director</b> <i>Notting Hill Housing</i>	Developer <b>MCI Manager</b> <i>Notting Hill Housing</i>	Developer <b>Regional Head of Housing</b> <i>Notting Hill Housing</i>	Developer <b>Regeneration Project Manager</b> <i>Notting Hill Housing</i>	Council <b>Housing Rep(s)</b>
Private Housing Provider <b>Senior Development Manager</b> <i>Barratt London</i>	Developer <b>Community Investment Project Manager</b> <i>Notting Hill Housing</i>	Developer <b>Resident Involvement Manager</b> <i>Notting Hill Housing</i>	Developer <b>Senior Development Project Manager</b> <i>Notting Hill Housing</i>	Council <b>Local Economy Rep</b>

- 2.5.1.8 The Implementation Group will establish a shared working culture where mutual objectives are understood and problems tackled effectively. It may agree changes to the Delivery Mechanisms of how and when each element of the Business Plan Specification's are delivered, insofar as this does not change anything set out within the Business Plan Specifications or the Key Principles. Any proposed changes to the Business Plan Specifications or Key Principles would need escalation to the Steering Group for agreement.
- 2.5.1.9 The Terms of Reference for the Implementation Group are set out in Annexure 2.4 and must be reviewed annually.

### **Delivery Teams**

- 2.5.1.10 The Delivery Teams will be responsible for progressing the detail of each work stream within the Project.
- 2.5.1.11 Delivery Teams will report back to the Implementation Group on progress against each Business Plan Specification. Each Delivery Team will be expected to provide an update at each meeting of the Implementation Group (monthly), unless agreed otherwise by the Implementation Group.
- 2.5.1.12 A range of Delivery Teams will be established by the Implementation Group to cover all aspects of the Project. This will include Delivery Teams covering:
- Rehousing / CPO / Vacant Possession
  - Area and housing management
  - Marketing, Communications and Involvement
  - Economic and community wellbeing
  - Implementation / Interim management approach
  - Design and Technical Project Management.

## 2.5.2 Co-location

2.5.2.1 Both the Council and the Developer will work together to develop a co-location strategy, that will be deliverable throughout the Development Period and which will incorporate a range of office based functions, including the:

- Developer's core roles as set out in paragraph 2.4.1.1 and other Project staff as appropriate
- Area Housing Office for both the Council and Developer's housing staff
- Council Regeneration Team for the Aylesbury Estate
- Creation Trust.

2.5.2.2 The Developer will provide a suite of estate based office space located alongside other marketing and community functions to create a local Hub, which will act as a one-stop shop for both new and existing residents Development Period. The Hub would need to clearly identify through strong signage that it is a shared space.

2.5.2.3 Both the office and community space provided in the Hub will be appropriate to enable:

- Meetings of the Implementation Group and various Delivery Teams (up to 20 attendees).
- Public meetings and exhibitions. These will generally take place on weekdays from 16:00–20:00, but occasional weekend meetings are envisaged, probably on Saturdays between 10:00–14:00. This space could be shared with other uses/activities at other times.
- Space for individual meetings between staff and residents.
- The work of Council housing staff (exact number to be agreed and will change over time), in addition to the work of the Developer's housing staff.



- The work of Creation Trust (see Annexure 9.4 for detailed output specification for the office space) until the completion of Creation Trust permanent offices on Plot 18.

2.5.2.4 For details of Hub layout on the First Development site refer to Section 6.

2.5.2.5 In the interim period until such time as the Hub has been established on the First Development Site the Developer will utilise the large exhibition space at Thurlow Lodge for all public events, and office space within both the Area Housing Office and the Aylesbury Resource Centre for staffing.

# **Section 3**

## **Mobilisation**

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## Annexures

3.1	Building Lease diagram First Development Site
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## 3.1 Background

- 3.1.1 The mobilisation period is identified as the first 18 months of the Project.
- 3.1.2 The Mobilisation Programme sets out the key activities over that period, as agreed by both Parties. It is intended that the Mobilisation Programme will be regularly updated.
- 3.1.3 The implementation of the First Development Site is one of the key activities in the mobilisation period. This section includes the building lease diagram for the First Development Site and the demolition implementation diagram for the First Development Site.

## 3.2 Key Principles

- 3.2.1 There are no Key Principles in this section 3.

## 3.3 Business Plan Specification

### 3.3.1 Building Lease for the First Development Site

- 3.3.1.1 The DPA provides for the Council to grant a building lease to the Developer of the area shown edged green on the plan at Annexure 3.1 to enable the demolition of the existing blocks and the construction of Plots 1-3.
- 3.3.1.2 It is expected that, in order to carry out some of the plot related infrastructure beyond the area edged green, the Developer will apply for separate licences from the Council including licences to work on the Highway within the area edged blue.
- 3.3.1.3 The building lease diagram for the First Development site is set out below (also at Annexure 3.1).



## **3.4 Delivery Mechanism**

### **3.4.1 Mobilisation Programme**

3.4.1.1. The Mobilisation Programme covers the following activities:

- Initial communications and consultation
- Key dates: key meetings and appointment to core roles.
- Planning application preparation
- Implementation of Land assembly on the First Development Site, including Vacant possession, decommissioning, demolition contractor procurement, demolition works
- Plot 18: preparation of design brief and site activities
- Other Council interface activities, i.e. Westmoreland Road works; planned preventative maintenance works.

3.4.1.2. The Mobilisation Programme is set out in Annexure 3.2.

3.4.1.3. For information on the delivery of the whole Project, refer to Business Plan Section 11 Implementation Master Plan (IMP); this includes some of the activities set out in the Mobilisation Programme.

### **3.4.2 Implementation diagram for First Development Site**

3.4.2.1. The implementation of the demolition works to the First Development Site is set out in the Demolition diagram, First Development Site Annexure 3.3.

3.4.2.2. For further detail on decommissioning of existing District Heating System, refer to Business Plan Section 4 Implementation – Land Assembly.

3.4.2.3. For further detail on services works, refer to Business Plan Section 5 Implementation – Development.

- 3.4.2.4. For detail on site establishment for the First Development Site, refer to Business Plan Section 6 Interim Management.

# **Section 4**

## **Implementation**

### **Strategy:**

## **Land Assembly**



## Contents

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## Annexures

4.1	Land assembly costs - estimated
4.2	Non-residential existing properties
4.3	Drawings Series: Decommissioning of Existing DHS

## **4.1 Background**

- 4.1.1 The aim of the Project is to deliver a high quality and successful neighbourhood that will meet the needs of this and future generations.
- 4.1.2 To achieve this aim, the Council needs to assemble the land required for the Development and this involves re-housing existing residents with a view to obtaining vacant possession of the Development Area and then procuring the demolition of the existing buildings.
- 4.1.3 Although the responsibility for land assembly ultimately lies with the Council, achieving vacant possession across the Development Area within the agreed timescales set out in the Implementation Master Plan (IMP) (see Section 11) will require effective partnership working between the Council and the Developer.
- 4.1.4 The Council is proposing that the Developer will carry out the demolition works subject to this approach meeting the Council's best value requirements.
- 4.1.5 The Council will lead on obtaining vacant possession of all the Plots in the Development Area. This will include re-housing all existing Aylesbury tenants and acquiring all the leasehold and freehold non-Council owned interests in the Aylesbury Estate including residential leasehold and freehold properties. The Council will also meet the needs of Longstanding Resident Leaseholders qualifying for re-housing assistance (see paragraph 4.2.2.16).
- 4.1.6 The existing supply of suitable homes in the borough for re-housing tenants at social or Target Rents is limited. Re-housing options will be provided in the main by the Council's own stock until the Aylesbury Estate new supply is completed. The Developer will provide additional Target Rented Residential Units and Shared Equity Residential Units from their own stock to support this process.
- 4.1.7 The Council will endeavour to re-house all Aylesbury tenants and acquire all leasehold and freehold interests by agreement but will use its statutory

powers if required and if funding is available to achieve vacant possession as required by the IMP.

4.1.8 The total funding requirements for land assembly on all phases is estimated to be:

- Re-housing approximately 1,700 tenants at an approximate cost of £15m
- Purchasing of approximately 330 leasehold interests at an approximate cost of £63m
- Funding for demolition and site clearance costs at an approximate cost of £39m.

4.1.9 The Council has made a provisional allowance of £76m in its capital programme for land assembly costs in Phases 1 and 2. A more detailed breakdown of estimated land assembly costs as at March 2014 is set out in Annexure 4.1.

4.1.10 This section sets out the Parties joint approach to land assembly with the key principles, how it is proposed vacant possession and land assembly will be delivered and the Business Plan Specifications for re-housing and demolition.

## **4.2 Vacant possession - Residential re-housing**

### **4.2.1 General Approach**

- 4.2.1.1 Existing residents of the Aylesbury Estate will continue to live there until the decant / demolition of their block. Aylesbury existing residents and new residents will move into the new properties as they are completed although in the initial phases it is expected that demand will exceed supply and the majority of Aylesbury existing residents will move elsewhere.
- 4.2.1.2 The re-housing approach is designed to ensure that Aylesbury tenants and leaseholders have the best possible choice of new and existing homes and re-housing can be completed within the agreed timescales.
- 4.2.1.3 The Council will deliver its re-housing commitments through existing general and Aylesbury specific housing policies and procedures and in line with its allocations policy. It will also need to take into account existing pressures and corporate priorities such as eliminating B&B use for homeless households by making best use of void stock.
- 4.2.1.4 The Council expects the Developer to actively market the new supply on the Aylesbury Estate to tenants and leaseholders and ensure that concerns over tenancy conditions and affordability are addressed and that residents feel the re-housing process is transparent and informative. Details of the proposed marketing arrangements are set out in Sections 8 and 10.
- 4.2.1.5 The Parties have agreed a Re-housing Model as part of the Implementation Master Plan (IMP) (Section 11). The IMP also includes the timelines for CPO and the demolition of the existing buildings. The re-housing model sets out proposals for re-housing within the Council's existing stock, the Aylesbury Estate new supply and the Developer's own stock off site.

- 4.2.1.6 The effective delivery of the programme of re-housing and the construction of new homes across the Development Area is key to the successful regeneration of the area and the link between the two is critical. The IMP is structured to provide an adequate supply of new Target Rented Residential Units and Shared Equity Residential Units to facilitate decant and the release of sites for development.
- 4.2.1.7 The Council intends to start re-housing tenants from Phase 2 in Spring 2014. The Council is able to re-house the majority of Aylesbury tenants from Phase 2 within its own stock.
- 4.2.1.8 It is estimated that re-housing for the whole development will be rolled out over a 16 year period and for this to be completed in 2030.
- 4.2.1.9 The Council has to make the best use of its assets in providing Temporary Accommodation. It is a Council priority and government mandate to eliminate the use of bed and breakfast accommodation for the provision of Temporary Accommodation. To meet this priority the re-housing programme should enable use of decanted voids for Temporary Accommodation for the longest possible time span. Therefore, the Council proposes allowing Temporary Accommodation use of any suitable Units that are emptied ahead of schedule where appropriate.

#### **Supporting tenants**

- 4.2.1.10 Aylesbury tenants will be supported through the re-housing process by being given priority banding within the Council's choice based letting system and providing integrated case management.
- 4.2.1.11 It is important to the Council and existing Aylesbury residents that the commitment to offer existing Aylesbury tenants who are under occupying their property an extra bedroom above their assessed need when they are re-housed in their new homes is maintained.

## **Resident leaseholders**

- 4.2.1.12 Addressing the needs of Longstanding Resident Leaseholders (see paragraph 4.2.2.16 for definition) is important as they have particular difficulties in finding new homes, as in general the value of their property is lower than other similar sized properties in the borough.
- 4.2.1.13 The Council will support the buy back of all leasehold and freehold interests by undertaking a programme of acquisitions through negotiation. This has included, and will continue to include, opportunities for early buy-back, Council re-housing assistance for Longstanding Resident Leaseholders and dedicated case management.
- 4.2.1.14 It is important to the Council and existing Aylesbury residents that the commitment to offer existing Aylesbury leaseholders who are under occupying their property an extra bedroom above their assessed need when they are re-housed in their new homes is maintained. However existing Aylesbury leaseholders will not be entitled to a larger property (in terms of GIA) than their current Aylesbury home.

## **Demolition notices**

- 4.2.1.15 Initial Demolition Notices are currently in place for the properties in Phases 2 and 3; once served these effectively prevent tenants exercising the Right to Buy. An Initial Demolition Notice is valid for up to seven years and suspends tenant's right to buy their property. This notice can be extended with justification for a further seven years. A Final Notice is valid for up to two years and terminates any suspended applications and precludes any new applications being accepted. The Council will continue to serve such demolition notices at appropriate times in the programme and will discuss the proposed approach with the Developer as the project progresses.



## **4.2.2 Key Principles**

### **Developer support with re-housing tenants and leaseholders**

4.2.2.1 To assist the Council in achieving vacant possession, the Developer will offer re-housing assistance for tenants and Longstanding Resident Leaseholders using its existing off-site stock including its delivery pipeline, Purchase and Repair initiatives and onsite delivery programme. This will provide additional re-housing options in terms of locations, sizes and types of homes for residents. This will translate to 1,460 Target Rent Units and 115 Shared Equity Units within the Development Area and off-site.

4.2.2.2 The Developer will deliver the re-housing provision set out below and in more detail in the Business Plan Specification.

Over the first 10 years of the DPA

- 142 Target Rent Residential Units from within the Developer own stock off site (outside of the Development Area)
- 115 Shared Equity Units Residential Units of which 15 will be offered in the years 2014/2015 from the Developer's existing stock off site. The Developer will include at least 40 Shared Equity Units within the accommodation mix on the First Development Site within the total number of 115 units.

Over the life of the Project:

- 1318 Target Rent Residential Units in the Development Area.

### **Use of statutory powers**

4.2.2.3 There are a significant number of long-leasehold and some freehold interests within the Aylesbury Estate and it may be necessary for the Council to use its compulsory purchase powers to secure all of the land required for the Development.

## **Supporting tenants**

- 4.2.2.4 Aylesbury tenants in Active Phases will be registered and activated in line with Council allocation policies and case management procedures for the Aylesbury Estate. Once the necessary paperwork and documentation has been submitted, tenants will be registered on the system and may begin bidding for a new home via Homesearch, the Council's choice based letting system. Aylesbury tenants will be placed in Band 1, the highest priority band for bidding, dependent on their activation date.
- 4.2.2.5 New Target Rented Residential Units developed within the Development Area and off-site provided by the Developer over and above the Council's nomination rights, will offered to the Council and Aylesbury tenants and Longstanding Resident Leaseholders (where they have qualified to become tenants through the re-housing assessment process) and will be prioritised via the Council's choice based letting system or in exceptional circumstances through a direct offer.
- 4.2.2.6 The Developer will use all reasonable endeavours to match Development Area and off-site supply to the housing needs of Aylesbury tenants. To support this approach, the Council will carry out regular housing need surveys through the life of the project.
- 4.2.2.7 Where there are conflicts in the allocation policies of the Council and the Developer, the more favourable policy for tenants will be applied. In particular, Aylesbury tenants where they are currently under-occupying will be able to exercise their option to have an extra bed above their assessed need when being allocated the Developer's Units.
- 4.2.2.8 The Parties will work proactively together to market available Target Rent Residential Units to tenants – including using the marketing suite to display prototypes and floor plans for these new homes.
- 4.2.2.9 The Council will ensure that Band 1 activation dates will be phased to avoid large peaks in the number of households competing with each other in Band 1.

- 4.2.2.10 In addition to tenants, it is expected that approximately 30% of all leaseholders may qualify for the Council's re-housing assistance.
- 4.2.2.11 An option to return for former Aylesbury tenants who expressed an interest and who were re-housed off-site from previous sites including Sites 1a and 7, the First Development Site and part of Phase 2, will be made available when all Aylesbury residents have been re-housed. They will be offered tenancies on the same terms as single move Aylesbury residents.
- 4.2.2.12 As a further safeguard to support the delivery of vacant possession and in addition to comprehensive support package to assist tenants with re-housing, the Council intends to use the Ground 10 processes that it has implemented in Phase 1, by the service of Notices of Seeking Possession (NOSP) within 12 months of re-housing activation. This will enable the Council to make direct offers to tenants after 13 months who have not been successful in obtaining moves through Homesearch and initiate the possession process. The re-housing programme will be structured to allow sufficient time for any appeals, court hearing and possession orders that may result from this process.
- 4.2.2.13 Both the Council's and the Developer off-site Units will be used for direct offers. All direct offer units will be held during the refusal, appeal and court process. The Council will not be liable for any rent loss accrued during this process.
- 4.2.2.14 The Council will access the Developer's off-site Units through existing nominations process. The Developer will have to specify "Aylesbury Regeneration" on the nomination forms to indicate that the properties are subject to the terms of the DPA.
- 4.2.2.15 Where specialist affordable Residential Units are provided for re-housing (for example Extra Care and the units for people with learning disabilities on the First Development Site) the Council will use bespoke nomination arrangements. Examples of such arrangements are set out in annexure 10.1 to Section 10.

## Supporting leaseholders

4.2.2.16 Active Phase leasehold buybacks will be undertaken in line with Council re-housing policies and case management procedures for Aylesbury Estate. Leaseholders will be categorised as follows:

- Longstanding Resident Leaseholders – These are leaseholders for whom the property is currently and has been their primary residence for over 1 year at the time of making their application for re-housing assistance and who purchased the property before 27 September 2005.
- Incoming Resident Leaseholders – These are leaseholders for whom the property is currently and has been their primary residence for over 1 year at the time of their property becoming part of an active phase and who purchased the property on or after 27 September 2005.
- Non-resident Leaseholders – Are leaseholders for whom the property is not their primary residence or have resided in the property for less than 1 year at the time of their property becoming part of an active phase.

4.2.2.17 Longstanding Resident Leaseholders will be offered Council support in finding a new home. Where the Leaseholder has financial difficulties, officers will carry out a housing needs and financial assessment to determine an affordable option, i.e. re-housing via the Council, Shared Ownership via the Council or Shared Equity via the Council. Qualifying homeowners are given Band 1 status and are able to bid for properties via Homesearch. This degree of support will not be available to incoming and non resident leaseholders.

4.2.2.18 To assist with re-housing, the Developer will work with Council officers to market its Development Area and off-site Shared Equity Residential Units to Aylesbury leaseholders – prioritising Longstanding Resident Leaseholders. Eligibility for this product will be based on the following principles:

- Longstanding Resident Leaseholders will be prioritised

- Incoming Resident Leaseholders may be eligible in certain circumstances to be agreed by the Council
- Non-resident leaseholders are not eligible.
- Eligibility for Developer assistance purchase will be consistent with Council leaseholder assistance policies but run separately.
- The average leaseholder equity investment will be £100,000.
- Affordability thresholds will be reviewed taking into account average Aylesbury Estate Longstanding Resident Leaseholder household income and the amount of equity held in their current Aylesbury home. This is to be reviewed and adjusted, as necessary.
- Where affordability threshold adversely impact on the Council's ability to deliver vacant possession, the Council may opt to subsidise purchases for Longstanding Residents Leaseholders on the basis of the provisions set out in Section 12.
- There will be flexibility around adjusting proposed intermediate tenure mix on Plots 4 onwards so that, if necessary, Shared Ownership Units can be converted to Shared Equity Units to support the re-housing of leaseholders.
- Allocation of Units will be managed by the Council – with Aylesbury leaseholders being encouraged to express interest in marketed Shared Equity Residential Units.

4.2.2.19 The Council will also support Longstanding Resident Leaseholders in looking for other suitable Registered Providers' Shared Ownership properties to purchase.

4.2.2.20 The Developer will also prioritise the marketing of its Shared Ownership Units to:

- Incoming Resident Leaseholders;
- Split household members of Longstanding Resident Leaseholder and tenants.

## **4.2.3 Business Plan Specification**

### **Tenants**

#### **Developer stock**

4.2.3.1 The Developer has committed to:

- Converting additional off-site residential units from their new build pipeline into Target Rent
- Providing residential units from their existing stock at Target Rents.
- Purchasing properties from the open market under Purchase and Repair to offer Aylesbury residents at Target Rents.
- Prioritise residential units within future new build sites the Developer may acquire to support this commitment.

4.2.3.2 These units will be prioritised for Aylesbury tenants who are unable to or do not want to stay on the Aylesbury Estate but wish to remain living in the local area.

4.2.3.3 The additional units from the Developers new build pipeline will be from schemes where the Council does not already have 100% nomination rights. Where applicable the new affordable rented units will be offered at Target Rents with:

- 100% nominations rights for the Council
- Permanent Assured Tenancies

- No rental deposit
- No affordability testing (including under-occupation)

4.2.3.4 The Developer will make available the Units shown in the table below as Target Rents in the relevant years.

#### Developer's Off-site Own Stock

Source	Year									
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Edmund Street (AR to S/R)	10									
NHH Existing Stock	10									
P&R properties	1									
Abbey Street (AR to S/R)		4								
NHH Existing Stock		15								
P&R properties		1								
NHH Existing Stock			10							
P&R properties			1							
Manor Place Depot (AR to SR)				10						
NHH Existing Stock				10						
NHH Existing Stock					12					
NHH Existing Stock						13				
NHH Existing Stock							10			
NHH Existing Stock								10		
NHH Existing Stock									10	
NHH Existing Stock										15
<b>Total</b>	<b>21</b>	<b>20</b>	<b>11</b>	<b>20</b>	<b>12</b>	<b>13</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>15</b>

P&R=Purchase and repair

(AR to S/R) = Affordable Rent converted to Target Rent

- 4.2.3.5 As part of this specification, the Developer will convert a minimum 24 affordable rented units from three schemes; Edmund Street (10 Units), Abbey Street (4 Units) and Manor Place Depot (10 Units) into Target Rent Residential Units.
- 4.2.3.6 The units provided from the Developer's existing stock will be a minimum of 115 True Voids at Target Rent over the next 10 years. These will be over and above existing and future nomination rights.
- 4.2.3.7 If the Developer is not able to provide True Void units within their existing stock in the sizes and locations required or as an alternative to True Voids, it will purchase up to 3 properties on a Purchase and Repair basis within 3 years from the start of the Project from the open market to offer Aylesbury residents at Target Rents via direct offers.

#### **Aylesbury New build Stock**

- 4.2.3.8 The Developer will provide that:
- All of the new affordable rented homes built within the Development Area will be made available to the Council at Target Rents.
  - The supply of Units within the Development Area will take into account re-housing demand in terms of size and type of units required.
  - The Developer will deliver a total of 1318 Target Rented Units in a range of sizes for re-housing existing Aylesbury residents.
  - These homes will be allocated by the Council in accordance with its allocations policy.



## **Other Initiatives**

4.2.3.9 The Developer will offer the following options for Aylesbury residents as other initiatives:

- **Intermediate Rent**

Through the Developer's Intermediate Rent Product, residents can rent a brand new or refurbished home at less than the market rate. These intermediate rent homes will be let on an Assured Shorthold Tenancy basis with a 12 month contract period. This option could be offered to household members who do not qualify for a Target Rent Unit but wish to leave the family home upon decanting.

- **Market Rent**

The Developer has 185 market rent Units in their new build programme for delivery from 2017 within the borough. These private rent properties should be offered to Aylesbury Estate household members who do not qualify for Target Rent but wish to leave the family home upon decanting.

## **Leaseholders**

### **Developer stock**

4.2.3.10 In order to make Intermediate units affordable for leaseholders, the Developer will assist 115 resident leaseholders through the offer of a Shared Equity lease (defined as where Developer will not charge any rent on the equity share the resident does not own) on Intermediate tenure properties.

4.2.3.11 The Developer will therefore commit to:

- Converting Units from their private sale and Intermediate new build pipeline into Shared Equity product.
- Providing other Shared Equity Units from their existing stock.

- 4.2.3.12 The Developer will provide 15 Shared Equity Units as set out in the table below in 2014/5 for Aylesbury Estate leaseholders with priority being given to those leaseholders living on the First Development Site and then those within Phase 2 with Plot 4 being the priority within Phase 2.

#### **Developer's Own Stock (off site – Non-Aylesbury)**

Re-housing 15 Leaseholders remaining on First Development Site and in Phase 2

Source	Year		
	2014/15	2015/16	2016/17
Shared Equity – Longstanding Resident Leaseholders			
Edmund Street (Shared Equity)	10		
P&R properties (Shared Equity)	5		

- 4.2.3.13 In order to provide the resident leaseholders residing with more choice, the Developer will assist five residents to purchase a street property from the open market as shown in the table at 4.2.3.12. This will be through a Shared Equity arrangement.
- 4.2.3.14 The Developer will also prioritise Aylesbury leaseholders for new build Shared Ownership properties within the Borough. The Shared Ownership homes will be offered to Incoming Resident Leaseholders and Non resident Leaseholders, and to Longstanding Resident Leaseholders who do not require financial assistance.

#### **Aylesbury Estate New Build Stock**

- 4.2.3.15 The Developer will:
- Convert 100 Units to Shared Equity Residential Units from its Intermediate new build pipeline within the Development Area at the Developer's cost for leaseholders who have been assessed by the Council as requiring financial assistance.
  - Make available Shared Ownership Residential Units to leaseholders

that do not require any financial assistance.

- 4.2.3.16 The Developer will make available the 100 Shared Equity Units as shown in the following table:

**Developer's Aylesbury New Build Stock – Shared Equity (No Rent) Residential Units**

Source	Year								
	2014/ 15	2015/ 16	2016/ 17	2017/ 18	2018/ 19	2019/ 20	2020/ 21	2021/ 22	2022/ 23
<b>First Development Site</b>									
Extra Care				10					
Plot 5					9				
Plot 6						10			
Plot 4							11		
<b>Phase 2</b>									
Plot 4						15			
Plot 5							15		
Plot 6								15	
Plot 7									15
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>9</b>	<b>25</b>	<b>26</b>	<b>15</b>	<b>15</b>

- 4.2.3.17 [REDACTED]  
[REDACTED] More detailed financial provisions in respect of the Shared Equity Units are set out in Section 12.

- 4.2.3.18 As set out in the Re-housing Model 336 Shared Ownership homes will be offered to Incoming Resident Leaseholders and to Longstanding Resident Leaseholders who do not require financial assistance.

- 4.2.3.19 The Developer's re-housing commitments may also be delivered through other initiatives.

### **Purchase & Repair Properties**

- 4.2.3.20 In order to provide the resident leaseholders with more choice, the Developer may assist residents to purchase a street property from the open market. This will be through a Shared Equity arrangement.

### **Re-sales**

- 4.2.3.21 Depending on the availability of suitable units, eligibility of the applicant and allocation agreements with the local authorities some of the Developers re-sale homes could be offered to Aylesbury leaseholders on a Shared Equity basis.

## **4.3 Vacant possession - Approach to acquisition and re-provision of commercial and community properties**

### **4.3.1 Approach**

- 4.3.1.1 Details of the non-residential interests on the Aylesbury Estate are set out in Annexure 4.2.
- 4.3.1.2 The Council's approach to acquiring these interests and re-provision where appropriate is set out in the following paragraphs.

#### **Shop and other commercial property leases**

- 4.3.1.3 Discussions will take place with the leaseholders concerned with a view to agreeing terms with them for the Council's purchase of their leases. As part of this process the Council will, if they desire, work with them to assist them in relocating elsewhere within the area.
- 4.3.1.4 Where negotiations are unsuccessful, the Council will use CPO to acquire these interests if appropriate.

#### **Health centre lease in Taplow**

- 4.3.1.5 The Council will seek to facilitate continuity of access to community and health facilities. Discussions are currently ongoing with the NHS Southwark Clinical Commissioning Group regarding the relocation of the medical centre, health centre and pharmacy located in Taplow to Plot 18.

## **Tenant & Resident Association Halls and Community Spaces**

- 4.3.1.6 The Council has identified the location and timetable for vacant possession of these properties, and will be working with these groups as part of obtaining vacant possession of the buildings.
- 4.3.1.7 As set out in Section 9 the Developer will re-provide for Creation Trust and some community uses in the Hub until the new community facility is completed on the First Development Site.

## **4.4 Compulsory Purchase Order (CPO)**

### **4.4.1 Background**

- 4.4.1.1 While the Council is committed to using all reasonable endeavours to acquire the relevant property interests by agreement, it recognises that this may not be possible within the timescale of the Project. Should the purchase of existing leaseholder and freehold interests not be secured through negotiation, in order to ensure that all the properties are acquired within the required timescales to deliver the IMP, the Council will consider making, (subject to normal statutory requirements being satisfied and funding being available) a series of Compulsory Purchase Orders through the life of the Project.
- 4.4.1.2 A confirmed Compulsory Purchase Order enables the Council to make a General Vesting Declaration that will provide the Council with possession of, and title to, the land within the CPO area. In some circumstances the Council make also consider the issue a Notice to Treat to gain possession.
- 4.4.1.3 The confirmation of the CPO timescale is outside the Council's direct control but for project planning purposes a period of 15 months has been allowed.
- 4.4.1.4 The Council has already passed a resolution to make a CPO for Phase 1 of the regeneration area including the First Development Site and that decision was refreshed on 18 March 2014.
- 4.4.1.5 The Council proposes to draft and make a CPO in respect of the First Development Site. The Developer will provide support for the Council by obtaining planning consent for the development of the Order Land (the land included within the CPO) so that deliverability can be demonstrated should the matter proceed to enquiry.

- 4.4.1.6 A further resolution for the making of a CPO in respect of Phase 2 will be recommended to the Council's Cabinet in 2016 to take forward vacant possession of Plots 4, 5, 6 and 7.
- 4.4.1.7 The Council has considered the approach to compulsory purchase and it is clear that a coherent approach to obtaining planning consents and demonstrating viability is a key element within a successful CPO strategy.
- 4.4.1.8 Where an existing block covers more than one Plot, the re-housing process will start to deliver vacant possession of the Plot planned first for construction and the CPO plots will mirror this approach.
- 4.4.1.9 The CPO also extinguishes tenants' interests in their properties but the Council expects to obtain vacant possession of the tenanted Units through Ground 10 action.
- 4.4.1.10 In addition to progressing planning applications as required to support the CPO process the Developer will also provide support to the Council in preparing documents, confirming viability and demonstrating funding and appearing as witness at each inquiry should this be required.



## **4.5 Demolition**

### **4.5.1 Background**

#### **Existing buildings**

- 4.5.1.1 The condition of the existing buildings and the District Heating System (DHS) is poor, and both the buildings and the DHS are at the end of their service life.
- 4.5.1.2 A programme of Planned Preventative Maintenance (PPM) works will be carried out by the Council to the existing estate buildings located in Phases 3 and 4. Reactive maintenance will continue to be carried out to all buildings until vacant possession is achieved.
- 4.5.1.3 Management of existing buildings and structures will be the Council's responsibility and undertaken in accordance with current Aylesbury Area Housing Office management procedures.
- 4.5.1.4 With regard to the DHS, the Council has recently renewed much of the underground heating mains network, with some of the primary mains re-routed.
- 4.5.1.5 Of the buildings on the Aylesbury Estate, the largest barrier block called Wendover is in the worst condition and the Council intends to re-house residents of Wendover (starting with 241-471) as a priority. The Council expects to achieve vacant possession on the whole of Wendover within five years from the start of the Project.

#### **Layout of the estate buildings in relation to development Plots**

- 4.5.1.6 Many of the existing buildings straddle more than one development Plot; in some instances, the demolition of a large block may result in part of all of the adjoining Plot or Plots being cleared several years prior to the start of construction.

- 4.5.1.7 In addition, many of the buildings and access routes are interdependent between buildings. For example, the access for refuse collection and emergency vehicles network is routed via estate roads on adjacent sites to the block served; the demolition of one site therefore may require an alternative route to be provided and also some enabling works be carried out. Pedestrian escape routes are, in many cases, routed via adjacent buildings, linked by pedestrian bridges. Some buildings have no lift access and rely on adjacent buildings to provide alternative means of escape. Albany Road and Thurlow Street are both major traffic routes and include bus routes.
- 4.5.1.8 Services routes, including the DHS, are also interdependent between buildings and often pass through one block to other buildings. For example, in Phase 2 there are nearly 792 Units on Plots 4, 5, 6 and 7 of which 471 are in Wendover. However the majority of the services for the low rise buildings are received via Wendover.

## **4.5.2 Key principles**

### **Demolition Phasing and Sequencing**

- 4.5.2.1 The phasing of the demolition across the Development Area will be structured to release Plots for construction in line with the Implementation Master Plan (Section 11).
- 4.5.2.2 Where the Council prioritises the demolition of a block, demolition may be carried out out-of-sequence. For example, following the demolition of the southern section of Wendover to release Plot 4, demolition may be extended, where vacant possession has been obtained and where technically possible, to the northern sections of Wendover, with some the low rise buildings adjacent to Wendover on Plots 5, 6 and 7 remaining in place until the development of those Plots.

### **Continuity of services**

- 4.5.2.3 The phasing and sequencing of decommissioning and disconnection of the existing DHS and utilities, and the installation of the new, will need to

ensure continuity of provision throughout the period. Systems proposed must operate effectively and efficiently during the Development Period, addressing the phased decommissioning of existing systems and introduction of new systems and maintaining a reliable and continuous supply.

- 4.5.2.4 New School Aylesbury is connected to the existing DHS for heating and hot water and this provision of heating and hot water will be maintained throughout the decommissioning process. The Developer will make provision to link the school to a new energy system.

#### **Interim use sites**

- 4.5.2.5 Where there is a margin of time between the programmed dates for completion of Vacant Possession and the start of construction, as set out in the Project Programme (Annexure 11.2), the Council may choose to keep buildings for Temporary Accommodation use, once tenants and leaseholders have been re-housed, or to demolish ahead of the Development programme.
- 4.5.2.6 This would create large empty sites for interim use. The possible Plots and time-frames for interim use are shown in Section 11 Annexure 11.2 and Annexure 11.7.

#### **Demolition funding and delivery**

- 4.5.2.7 The Council intends to fund the cost of Above Ground Demolition works but expects to appoint the Developer to carry out all the Above Ground Demolition works if terms can be agreed that provide best value for the Council. These works will be carried by the Developer out as part of the overall demolition works.
- 4.5.2.8 The Developer will put forward demolition proposals which will present a cost effective and strategic approach to demolition, which supports the reduction of the overall costs of land assembly and delivery of the Development.

### **4.5.3 Business Plan Specification: Demolition Works**

- 4.5.3.1 For both the First Development Site and for Phase 2 onwards, it is likely that all the demolition works will be carried out under one contract that will include both Above Ground Demolition and the rest of the demolition and associated works.
- 4.5.3.2 The DPA defines Above Ground Demolition as demolition to ground level (for the avoidance of doubt to be no lower than the top of any ground floor building slab of any buildings or other structures at the Relevant Plot).
- 4.5.3.3 In respect of the First Development Site the Council will meet the costs of the Above Ground Demolition works carried out under the Demolition Contract and this sum will be accounted for in line with Schedule 4 of the DPA.
- 4.5.3.4 The Developer will be obliged to carry out the Above Ground Demolition works, the scope of which comprises:
- Surveys relevant to demolishing the buildings above slab level (asbestos, structural and above ground services)
  - Full asbestos strip-out to buildings
  - Soft strip of buildings and removal of recyclables
  - Removal of block/ building name signage for retention by the Council
  - Temporary plant to Ellison House if required (but not any other temporary boiler plants to keep existing buildings operational)
  - Isolation or disconnection of services utilities at site boundary (but not the removal of underground pipes and ducts post disconnections; nor the removal of DHS pipes and ducts underground)
  - Provision of temporary services supply and associated structures (but

not permanent new services networks, nor services and utility diversions)

- Demolition of buildings to top of ground slab (but not demolition of ground slab and below slab structures or removal of hardcore from site)
- Demolition of associated structures such as link bridges, ramps, services enclosures, i.e. on First Development Site the link bridge over Portland Street and associated making good of the public highway
- Suitable tree protection to trees within the demolition site area
- Erection of hoarding to enclose the demolition site area; maintenance of the hoarding for the duration of the Above Ground Demolition works
- Out-of-hours site security to the demolition site area
- Pest control measures associated with demolition.

### **Management fee**

4.5.3.5 The Developer will be entitled to charge a Demolition Management Fee of **1.1** % of the costs relating to the delivery of the scope of works identified above as Above Ground Demolition in respect of the First Development Site (This fee applies to the First Development Site only).

4.5.3.6 This fee will include the provision of the following services by the Developer:

- Arranging for relevant surveys referred to above in 4.5.3.4
- Preparation of the demolition specification which will include full tender documents for the whole demolition contract including Above Ground Demolition This will clearly define the requirements in terms of site establishment, preliminaries and CDM matters.
- Tendering the demolition works to at least 5 specialist sub-contractors

(in accordance with Schedule 10 of the DPA clause 4) to ensure value for money is obtained.

- Providing an estimated cost by 30 August 2014 once access is available to at least 30% of the buildings for the relevant surveys. This will include a provisional sum for asbestos removal.
- The Developer will agree a fixed price (without provision sums) with the Demolition Contractor once vacant possession of the buildings has been obtained and all necessary type 3 asbestos surveys have been completed.
- This will then be submitted to the Council for approval as set out in Schedule 10 clause 4 of the DPA and if approved will become the sum payable by the Council to the Developer in respect of the Above Ground Demolition works.
- The Developer will then enter into a contract for the demolition works including the Above Ground Demolition with the Demolition Contractor.

4.5.3.7 From Phase 2 onwards it is expected that, subject to formal Council approval and achieving best value, the Developer will carry out all demolition works including the Above Ground Demolition and provide the services set out in 4.5.3.6 above.

4.5.3.8 In this event, Above Ground Demolition will become an allowable development cost and the Council will meet the Developer's proper and reasonable costs in providing the services set out in paragraph 4.5.3.6 above. However the Above Ground Demolition costs will need to be accounted for separately from the total demolition costs within the Development Account so the Council can record the accurate costs of land assembly.

## **4.5.4 Delivery Mechanism – Decommissioning buildings**

- 4.5.4.1 The process of decommissioning and disconnection of the existing buildings will be carried out in accordance with sequence set out in the Demolition Schedule Annexure 11.3.
- 4.5.4.2 The paragraphs below set out the activities to be carried out by the Council up to handover of the buildings to the Developer for the demolition; Developer activities in relation to the DHS are also set out below.

### **Decommissioning Units:**

- 4.5.4.3 Individual Units will be decommissioned once vacant, with all services being isolated on a unit by unit basis, (to include Electricity, Gas, Cold Water, District Heating [Heating & Hot Water Supply]). Utility meters will be removed and securely stored with reference numbers recorded against individual unit details. Meters are to be returned to the appropriate utility suppliers.
- 4.5.4.4 Where occupancy levels within individual buildings allow, and continuity and quality of supply will be unaffected, further decommissioning works will be undertaken as appropriate. This may include the draining and isolation of water tanks and the isolation of service risers feeding groups of vacated Units.
- 4.5.4.5 Disconnection of services to individual units or buildings will be managed in line with vacant possession and site handover. The timeline for requesting disconnection of services will be factored into the vacant possession date to allow for minimum delay.

### **Security**

- 4.5.4.6 Decommissioned units will be grilled by the council. Where entire corridors are vacated, these will also be blocked off.

- 4.5.4.7 To avoid squatting, vandalism, theft and ASB issues in void units the following security measures will be put in place by the Council:
- Grilling doors and windows (Grilling to doors to display number of unit within block for reference purposes)
  - Grilling stairwells as floors empty
  - Removal of sanitary appliances, etc. prior to grilling
  - Clearance of all loose furniture and rubbish prior to grilling.
- 4.5.4.8 Unauthorised access to grilled units will be addressed through existing Council procedures.
- 4.5.4.9 Additional lighting to stair wells, block facades and adjacent streets will be provided to maintain safe access to remaining residents.

#### **Decommissioning Phased Reduction of Load on Existing Central Boiler**

- 4.5.4.10 Decommissioning and disconnection or isolation of the existing DHS will be carried out by the Council progressively on a building by building basis. Once all the buildings related to a demolition site are vacated, the council will disconnect or isolate the primary mains (or secondary mains, as relevant) at the boundary of each demolition site and any associated local thermal substation.
- 4.5.4.11 In some instances the Council may decide to disconnect a building from the DHS prior to full vacancy of that building; in this instance, temporary supply of heating and hot water will be provided the individual units, as required.
- 4.5.4.12 The Demolition Schedule, Annexure 11.3, sets out an approach which would allow for full decommissioning and disconnection of the DHS during the development of Phase 4 (upon the connection of the existing buildings to the new the new energy centre). The Council will at this point carry out decommissioning works in accordance with the schedule, and, when appropriate, carry out the decommissioning of the existing energy centre.



4.5.4.13 In some situations where a building is required to be disconnected from the DHS prior to Vacant Possession (in line with the Demolition Schedule), a temporary boiler plant will be provided and connected by the Developer. The Council will only disconnect the building from the DHS; once the new temporary boiler plant is operational. In situations where a building is required to be disconnected from the DHS prior to Vacant Possession, the Developer will establish whether temporary boiler plant or connection to the new energy centres) will be the most beneficial and report to the Council. This will be determined during the design development stage when timescales, occupancy levels in the buildings concerned are known, and more detailed designs on the new system have been designed. Where a building temporary boiler plant is installed The Council will be responsible for the fuel costs associated with the operation of such temporary boiler plant will rest with the Council; the Developer will be responsible for the repair and maintenance of such boiler plant will rest with the Developer.

4.5.4.14 Refer to the Decommissioning of the existing DHS drawings series, Annexure 4.3.

#### **Other**

4.5.4.15 The Council will arrange for the relocation of Telecom Masts and the Developer will work with the Council to identify and provide alternative locations to the providers within the new development.

#### **Handover**

4.5.4.16 Handover of possession from the Council to the Developer will be on a Plot by Plot basis or grouping of plots, as set out in the Demolition Schedule Annexure 11.3. Once a block becomes vacant it may, by agreement between the Parties, be handed over to the Developer to hoard and manage even if the entire Plot is not yet vacant.

# **Section 5**

**Implementation**

**Strategy:**

**Development**

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## Annexures

5.1	New School Aylesbury Energy Supply Specification
5.2	Drawing Series: New energy network
5.3	Drawing Series: New Services and Utilities diversions and supply
5.4	Utilities and Services Constraints and Major Diversions

## 5.1 Background

5.1.1 The Development section of the Implementation Strategy is based on the Implementation Master Plan (IMP), Section 11, and sets out:

- Planning application parcels and timelines
- Phased delivery of Plots, including plot-related infrastructure (adopted public realm areas (under S106/278 agreements) and non-adopted shared public areas)
- Delivery of energy provision, (phased), including the installation of the new network and the new energy provision to New School Aylesbury
- Phased delivery of services diversions/ disconnections/ replacements and new utilities
- An approach to phased delivery of local transport improvements

## 5.2 Key principles

### Minimum Requirements as set out in the DPA, Schedule 3

The minimum requirements relating to Section 5 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

4. The delivery of the minimum requirement (calculated by reference to numbers of Habitable Rooms) of 50% Affordable Residential Units over the whole of the Development Area is to be structured on the basis of a minimum of 50% Affordable Residential Units measured cumulatively over sequential Plots through the Development Period.
5. Of the Units to be delivered as Affordable Residential Units referred to at paragraph 4 above, 75% must be Target Rent Units (provided that the overall requirement of 50% of Units to be delivered as Affordable Units must be achieved) measured cumulatively over sequential plots through the Development Period but excluding the Affordable Residential Units delivered on Plot 18.
7. The development of the entire Development Area is to be completed by the date twenty years from the date of the DPA (subject to agreed extensions as permitted by the Change Procedure in the DPA).
8. Any Development Works for decommissioning, disconnection and diversion of the District Heating System are to be carried out so as to ensure continuity of hot water and heating supply to any buildings (including any dwellings and the New School Aylesbury) served by the existing District Heating System is maintained until replacement supplies are fully activated and commissioned. The Developer is to provide as part of its Development Works a new supply to school to a specification approved by the Council.

5.2.1 In addition to the minimum requirements set out above, the Developer has committed to the following key principles:

- From commencement of construction the Milestone for completion of the First Development Site is 5 years
- Based on the Council's prioritisation, the next Development Plot after the First Development Site and Plot 18 will be one of the Plots on the footprint of Wendover (Phase 2). The area identified as phase 4 will be the last phase of the IMP.
- Public realm (adopted public realm areas, highways and non-adopted shared public areas) will be delivered as Plot-related infrastructure on a Plot by Plot basis. These works will be dealt with through s106 and s278

agreements and funded as part of the Development costs of each Plot. Improvements to Surrey Square will be brought forward in this way.

- The new utilities and energy infrastructure will be delivered as plot-related infrastructure on a Plot by Plot basis.
- The new energy provision for the Development Area will include a permanent heating and hot water supply to the New School Aylesbury and to match the cost and service agreement currently in place for the existing provision.

## **5.3 Business Plan Specification**

- 5.3.1 For the Business Plan Specification regarding development, refer to Section 11, Implementation Master Plan.
- 5.3.2 For the Business Plan Specification for the new hot water and heating supply to the New School Aylesbury, refer to this Section 5, Annexure 5.1.

## **5.4 Planning**

### **5.4.1 Delivery Mechanism**

- 5.4.1.1 The Developer has committed to the following planning strategy:
- Two applications will be submitted at the same time for consideration at the same committee, based on:
    - Detail Application for the First Development Site, Plots 1-3: the application for the First Development Site will be submitted as a detailed application.
    - Outline Application for the remainder of the Development Area (Phases 2- 4): the outline planning application for the Development

Area will include the locations of tall buildings and a design code for these buildings.

- An EIA covering the whole development area will be submitted as part of the detailed application for the First Development Site
- Thereafter, detailed applications will be brought forward as reserved matters applications on a Plot by Plot basis (or parcel of Plots). Further update surveys on the original EIA submission will be required to be submitted at the time of each reserved matters application

5.4.1.2 The diagram below sets out the approach to the planning application parcels, including the Detailed and Outline planning applications and the reserved matters applications.



## 5.5 Development Phasing

### 5.5.1 Delivery Mechanism

5.5.1.1 With reference to the Business Plan Specification set out in the Implementation Master Plan (IMP) at Section 11, the following paragraphs set out the delivery mechanism for the Development.

#### **Residential accommodation**

5.5.1.2 The Developer will deliver a continuous supply of affordable housing for re-housing existing residents and providing a continuous flow of private sale homes.

5.5.1.3 A mix of dwelling types, houses, maisonettes and flats, will be delivered with each Plot. This mix varies across Plots; there is a high concentration of houses in Phase 4.

#### **Non residential / specialist residential**

5.5.1.4 The Developer will deliver the non-residential and specialist residential facilities across the Development Area, as set out in the Phasing Schedule.

#### **Public realm**

5.5.1.5 The Developer will deliver public realm works, including both adopted and non-adopted areas, as part of the Development of each Plot, on a Plot by Plot basis.

5.5.1.6 Of the public realm works, the Highways will be delivered as follows:

- Primary Highways (i.e. Albany Road) will be delivered in sections, on a Plot by Plot basis, as part of the Plot infrastructure.
- the remaining Highways network of secondary roads will be delivered as part of the Plot infrastructure and, in some instances, may extend beyond the Plot to the adjacent Plot. For example with regards to the First



Development Site majority of the new Carriageways will be delivered across Plots 1-3 along with the delivery of Plot 1.

- 5.5.1.7 Generally, large Public Realm infrastructure areas (primary Highways and public open spaces) will be constructed after the buildings and secondary roads. Units will only be occupied when the delivery of the infrastructure is at a stage that permits safe access.

### **New energy supply**

- 5.5.1.8 The Developer will deliver a new energy supply on a Plot by Plot basis as part of the Plot infrastructure. Practically, the installation of the new supply may extend beyond the Plot area to the adjacent Plot; such grouping of installation of services networks is identified on the Phasing Schedule (Annexure 11.5) as a delivery stage.
- 5.5.1.9 Two energy centres are proposed, which, if viable, will be fully linked to operate as one District Heating System. The energy provision will be delivered as:
- one new energy centre, located on the First Development Site, to supply Plots 1-3
  - a second (main) new energy centre, located in Plot 4 within Phase 2 to supply most of the remaining Plots of the Development Area;
  - the energy supply to houses in the later phases of the Development may be from individual gas boilers rather than the energy centre, to give residents more choice in their energy providers.
- 5.5.1.10 For diagrams illustrating the layout of the energy strategy, refer to Section 7.11.
- 5.5.1.11 The hot water distribution pipework will be laid beneath the new Carriageways as they are built.
- 5.5.1.12 A new connection will be made to the new District Heating System for New School Aylesbury prior to the disconnection from the existing District Heating System.

5.5.1.13 Refer to Annexure 5.2 for drawings of the new energy network.

**Services/ utilities**

5.5.1.14 The Developer will co-ordinate and deliver the services diversions and installation of the new services and utilities networks, including off-site reinforcement works if required, as part of the Plot infrastructure works on a Plot by Plot basis. Practically, the diversions and installation of the new networks may extend beyond the Plot area to the adjacent Plot; such grouping of services and utilities networks is identified on the Phasing Schedule (Annexure 11.5) as a delivery stage.

5.5.1.15 As with the new energy supply installation, the new services networks will be laid beneath the new Carriageways as they are built.

5.5.1.16 Refer to Annexure 5.3 for drawings of new services networks and diversions

5.5.1.17 The Developer will determine the most cost effective solution for combining the utility diversions and new supplies works and ensure that the utility works take into account, and are closely co-ordinated with, the installation of the new district heating network. Of the major elements of existing utilities infrastructure, some are considered not cost effective to divert, others will be diverted. Refer to Annexure 5.4 for table of constraints and table of utilities and services major diversions.

5.5.1.18 The Developer will maintain continuity of supplies to all residents and other tenants during the course of the construction works.

## 5.6 Transport Services

### 5.6.1 Key Principles

- 5.6.1.1 It is proposed that local transport service improvements will be funded through a charge on each residential unit from Phase 2 onwards. However the Council reserves the right to agree this on a Plot by Plot basis and may choose not to implement a charge.

### 5.6.2 Delivery Mechanism

- 5.6.2.1 The paragraphs below set out a proposed charge and how this could contribute to local transport improvements.
- 5.6.2.2 Diagrams setting out locations for transport , cycle routes and car club parking and Mayors cycle hire docking stations are set out at Section 7.6 and 7.8

#### **New bus route**

- 5.6.2.3 The Council has been advised is that an extension of one bus service is likely to cost £1.1m. Site 7 has already made a contribution towards this. Starting with Phase 2 a sum of £1,500 a Unit will be set aside for transport improvements and this will have generated a Transport Improvement Fund of around £1.3 million by the end of Phase 2 when 1,800 new homes will have been built. The Developer would target the end of 2022 to pay the transport improvement fund to Transport for London to implement the new bus service and other transport improvements, including the Mayor's cycle hire docking stations as set out at 5.6.2.6. The fund will continue to grow and will be available for further transport infrastructure improvements.

#### **Car Clubs**

- 5.6.2.4 The Developer proposes that 30 spaces be provided across the Development Area - almost one for every street, although most providers find it more effective to manage the service in clusters of two and three cars.

5.6.2.5 It is expected that the provision of car club spaces will be managed by Zipcar as the preferred provider in the borough. The Developer has made an allowance of £70 per unit in the financial model. This generates sufficient funding on completion of a Plot to provide the Plot with one or two car club spaces. The supply of car club spaces throughout the Development Area is as follows:

Phase 1: 820 units generates a £57,400 fund for eight car club spaces by February 2021

Plot 18: 100 units generate a £70,000 fund for one car club space by August 2016

Phase 2 885 units generates a £61,950 fund for eight car club spaces by December 2022

Phase 3: 278 units generates a £19,460 fund for two car club spaces by May 2024

Phase 1: 1455 units generates a £101,850 fund for 11 car club spaces by March 2032

### **Cycle routes**

5.6.2.6 The cycle routes will be delivered as part of the Plot infrastructure on a Plot by Plot basis.

### **Mayor's Cycle Hire Scheme**

5.6.2.7 It is likely that Plot 18 will be an appropriate location for Mayor's Cycle Hire docking stations and this can be explored in more detail, along with other possible locations, as the Development is delivered. Funding for the Mayor's Cycle Hire Scheme will come from the Transport Improvement Fee.

# **Section 6**

## **Implementation**

### **Strategy:**

#### **Interim**

#### **management**

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## Annexures

6.1	None	
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## 6.1 Background

### Residents

- 6.1.1 The Development Period presents a significant change and potential disruption to residents over a period of 20 years or more. Many residents are based at home during the day; this reflects the age, demographic profile and/or unemployment of residents. Many residents shop, socialise and work in and around the Aylesbury Estate and any disruption has the potential to affect them in all aspects of their life.

### Security on the estate

- 6.1.2 There is concern from residents that extensive building work in the area could attract crime and anti-social behaviour. The erection of hoardings has the potential to create routes and spaces which, whilst not hazardous from a technical perspective, increase fear of crime to residents. Hoardings are also likely to be in close proximity to children from the existing dwellings and schools and may be subject to misuse / attempts to access unsafe areas.

### Vacant sites

- 6.1.3 The configuration and size of demolition sites will, in most cases, be much larger than the Plot Developments. A consequence of this is that there will be large vacant sites during Development Period, which may be vacant for several years at a time. Such sites could present a security hazard and impact negatively on general perception of the area and safety and security in particular.
- 6.1.4 Large cleared sites will be passed over to the Developer with part of the site being subject to immediate development under a lease and the balance of the site (not required for immediate development) passed across on a licence. Management of these sites will include a regular program of cleaning and clearing, pest control and other initiatives that would prevent the vacant sites from becoming an environmental risk.

### **Parking on the estate**

- 6.1.5 There is currently good provision for parking on the Aylesbury Estate with a low resident car ownership ratio. Garages on the estate may be leased by people who are not resident on the estate. Garages are used for both parking and general storage.
- 6.1.6 The parking and storage facilities on the Aylesbury Estate also currently form part of the storage infrastructure for East Street market and it will be necessary for the Developer to work with the Council to manage the eventual withdrawal of these facilities.

### **Existing access arrangements**

- 6.1.7 Current access arrangements to existing blocks for refuse collection are often routed via, or alongside adjacent blocks. Similarly, pedestrian access is, in some instances, reliant on adjacent blocks linked by bridges. Such arrangements should be taken into account in adaptation of access arrangements for construction site purposes.

### **Maintenance to existing blocks**

- 6.1.8 A programme of planned preventative maintenance (PPM) works will be delivered across the Aylesbury Estate in 2014 – 16. Responsive maintenance by the Council to the existing blocks will continue throughout the Development Period.
- 6.1.9 Multiple contractors will be in attendance on the Aylesbury Estate and communications between the Parties will ensure that there is a consistent message to residents.



## 6.2 Key principles

6.2.1 The Developer has committed to the following key principles:

### **Safety and Security**

6.2.2 Throughout the Development Period, security and safety for residents must be maintained. As residential blocks are vacated, the Council will also seek to work with the Developer to improve security for isolated residents.

6.2.3 Secure and safe pedestrian and vehicular routes will be provided continuously throughout the Development Period

### **Minimising Disruption**

6.2.4 Demolition and construction works must be carried out to minimise disruption to residents, in particular, works will not adversely impact on the continuity of utility / heat supply to existing residents.

### **Access**

6.2.5 Access, pedestrian, car and emergency and refuse collection must be maintained at all times. As well as stopping up of roads and temporary traffic management measures, this may require modification to the existing building fabric to create new openings, routes and the like. The Developer will need to liaise with the Council to agree adaptations to the existing buildings, forecourts and access paths.

### **Communications**

6.2.6 Close liaison between the Developer, the Council, Creation Trust and the police will be maintained throughout the Development Period in order to proactively address the issues arising.

### **Temporary parking provision**

6.2.7 Minimum provision of 0.35 car parking spaces per existing unit will be provided throughout the Development Period. As sites are developed, the number of spaces for existing residents will reduce.

### **Temporary office space provision for Creation Trust**

- 6.2.8      The Developer will provide office space for the Creation Trust from December 2015 (or the VP of the blue huts on Plot 18, whichever is the earliest). It is expected that the Creation Trust office space will be provided within the Hub on Plot 3. In the event that the office space within the Hub is not ready, then the Developer will provide interim office accommodation for Creation Trust within the First Development site.
- 6.2.9      It is expected that Creation Trust will operate from the Hub until its new office space within Plot 18 is complete. In the event that the Hub is removed prior to the completion of Plot 18, then the Council will provide interim office accommodation for Creation Trust within the Community Space on Plot 1.
- 6.2.10     For further details on co-location refer to Section 9; for further details on the output requirements for Creation Trust office within the Hub, refer to Annexure 9.4

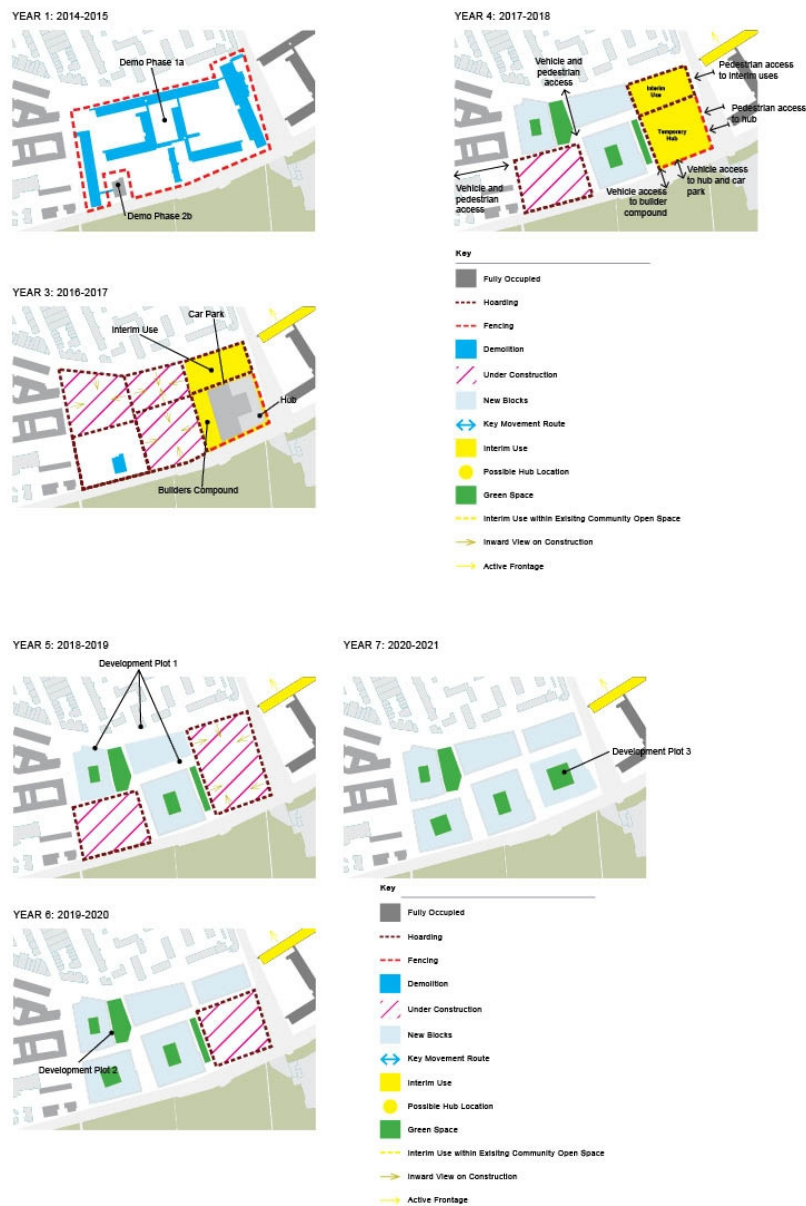
## **6.3      Business Plan Specification**

- 6.3.1      There is no Business Plan Specification for this section.

## 6.4 Site set up

### 6.4.1 Delivery Mechanism

6.4.1.1 The following diagram sequence sets how the site will be set up, including the Hub area and the Interim Use area, across the delivery of Plots 1-3 within the First Development Site.

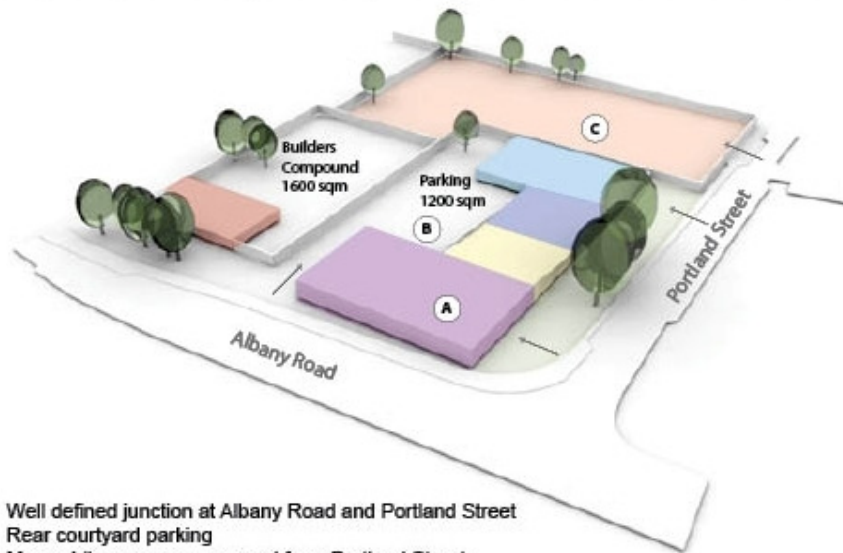


6.4.1.2 The following diagram set out further detail regarding the layout of the Hub.



6.4.1.3 The following diagram sets out proposed area provision for the Hub and the Interim Use area.

FACILITY	Approx AREA	RELATIONSHIP
Marketing Suite (Notting Hill Housing & Barratt London)	320 sqm	<pre> graph LR     MainEntrance[Main Entrance] --&gt; MS[MS]     MS --&gt; HO[HO]     HO --&gt; SH[SH]     SH --&gt; CT[CT]     CT --&gt; CH[CH]     CH --&gt; MU[MU] </pre>
Show Homes	250 sqm	
Housing office	270 sqm	
Creation Trust	350 sqm	
Community Hub	420 sqm	
Meanwhile Use	4065 sqm	
Site Office	290 sqm	
Public Realm	965 sqm	



- A. Well defined junction at Albany Road and Portland Street
- B. Rear courtyard parking
- C. Meanwhile use area accessed from Portland Street

6.4.1.4 The table below sets out indicative timescales for site set up over the course of the delivery of the First Development Site.

Uses	Year
The Hub	Expected to be operational between end 2016 – end 2018
Area for Community Garden Interim use	November 2016 to July 2019
Site offices Builders Compound	throughout construction period

## 6.5 Interim Management

### 6.5.1 Delivery Mechanism

6.5.1.1 The Developer will deliver the interim management as set out in the following paragraphs.

#### **Transition plan**

6.5.1.2 Prior to any works commencing on each Phase or Plot, the Developer will draw up a detailed transition plan. A draft plan will be prepared, which will then be reviewed, agreed and updated with a neighborhood group.

6.5.1.3 This plan will clearly set out the different stages of the transition, and will include:

- what will be happening at each stage
- what safety and security measures will be put in place
- what will be done to reduce disruption and disturbance
- what temporary accesses will be required for residents

To ensure the existing Aylesbury Estate, the new neighborhoods and the surrounding residents and stakeholders can continue to go about their everyday lives with as little disruption as possible.

6.5.1.4 Effective consultation and communication strategies will provide local residents with information, and understanding of the works programme and the impact this will have on their day to day activities, movement around the Development Site and any short-term loss of facilities, i.e. limited play space.

6.5.1.5 The Developer will work with the existing housing team to identify any one with special needs or concerns.

## **Communication**

- 6.5.1.6 The Developer will provide experienced customer care and resident liaison teams on site, who will work with residents, the Council's housing management and resident involvement teams (under the direction of the MCI manager), and the local community. The resident liaison teams will ensure that there is always someone on site during working hours to talk to residents about any anxieties or concerns. Any issues will be resolved promptly. Issues will be reported to the MCI working group for lessons learned and future communications planning.
- 6.5.1.7 There will be a 24 hour free phone number to give residents and the local community direct access to a team to deal with transitional arrangements, emergency and non – emergency events.

## **Complaints**

- 6.5.1.8 During the demolition and construction phases all sites will have a main site office and main site manager, where residents can contact members of the contractor's staff to report any problems or complaints they may have about the construction works.
- 6.5.1.9 All complaints received from any source will be recorded on a complaints log, which is then tracked and managed to ensure issues are resolved in a reasonable timeframe.
- 6.5.1.10 Contractors will have designated staff trained to deal with any type of complaint that arises from the construction process.
- 6.5.1.11 If the complaint does not relate to demolition or construction the complainant will be pointed in the appropriate direction of the Council or the Developer.
- 6.5.1.12 Complaints received by the contractor will be dealt with by the resident liaison officer who will mediate between the complainant and the site manager until the matter has been satisfactorily resolved. The complaint log will be reviewed at monthly site meetings by the Developer's Senior Project Manager to ensure complaints are being managed and successfully resolved.



## Safety and security

6.5.1.13 Safety and security will be managed according to the provisions set out in the table below.

Safety and security provisions	
Considerate Contractor	The Developer will ensure that all its contractors sign up to the Considerate Contractor (CC) initiative or similar.
Safety and security during re-housing	<p>The Developer will work with the Council to ensure that residents still living in the existing blocks are safe and secure by ensuring:</p> <ul style="list-style-type: none"> <li>• empty units are well secured</li> <li>• adequate lighting and signage</li> <li>• suitable access and escape routes</li> </ul> <p>The Developer will work with the Council to visit residents to make sure they are coping and to get feedback on their experience.</p>
Interim uses	<p>Some of the empty units may be used for shortlife tenants or other interim uses.</p> <p>The Developer will explore possible interim uses within the empty blocks and units. It is likely that such uses will be concentrated on the lower floors.</p>
Security provision to vacant sites	<p>All vacant sites will be provided with the same security measures as construction sites.</p> <p>Outside working hours, provision will be made for lighting all vacant sites behind the hoardings.</p>
Security provision to construction sites	<p>Sites will be hoarded in compliance with Southwark hoarding strategy, including the provision of port holes, debris netting and clear and obvious warning signs will be erected around the site.</p> <p>There will be one entrance to each site, which will be clearly marked out and well lit; vehicles entering and leaving the site will be controlled.</p>

## Safety and security provisions

	<p>24 hour security will be provided.</p> <p>Outside of working hours, lighting within the building sites will be provided to maintain adequate security provision. Light pollution will be kept to a minimum for surrounding residents.</p> <p>Health and Safety on the construction sites will be strictly controlled in accordance with the current regulations and all people visiting the site will require the necessary protective clothing and will be accompanied by an experienced member of the construction team. Records will be kept of site accidents and these will be monitored at site meetings and will be one of the key performance indicators for our contractor.</p> <p>The Developer will also carry out health and safety briefings in the community to identify the dangers of construction sites especially to children. This will be done at consultation meetings and with visits to local schools. The Developer will also arrange for school trips to the sites to show the children around so that the health and safety message can be reinforced.</p>
Provision for temporary footways and carriageways	<p>Secure and safe routes will be provided throughout the Development Period.</p> <p>Carriageways and footways closures and re-alignments, temporary arrangements and the like will be managed so as to cause minimum inconvenience to residents.</p> <p>Temporary routes for pedestrians and vehicles will be provided and maintained in compliance with all safety aspects of the Southwark Streetscape Design Manual (SSDM), such as lighting, sightlines, accessibility segregation and the like.</p> <p>All existing roads affected by works will be made good to SSDM standard.</p> <p>All excavations will be clearly marked, well protected and well lit with clear signs to show pedestrians where to walk and vehicles where to go.</p> <p>The Developer will also monitor and liaise with other contractors working in the area.</p>
Landscaping to temporary pedestrian paths	<p>The Developer will take opportunities to provide temporary improvements to the landscape around the construction sites and the Development Area.</p>

Safety and security provisions	
Enabling works	Any temporary structure required for diverted services will be securely housed and soundproofed.
Working with the Council and the police	<p>The Developer will establish links with the Council's envirocrime unit and promote a culture of reporting incidents such as abandoned vehicles and fly tipping as they happen.</p> <p>Provision will be made for 24/7 resident liaison with the police.</p> <p>The Developer will invite the local police to participate in resident consultations and ask them to do presentations and to be available for residents to ask questions and voice concerns. The local officer would be invited to attend some of the implementation team meetings to report on issues in the area.</p>

## Minimising Disruption

6.5.1.14 Disruption to residents will be minimised by means of the provisions set out in the table below:

Key Interface	Provision
Considerate Contractor	The Developer will ensure that all its contractors sign up to the Considerate Contractor (CC) initiative or similar.
Noise and dust	<p>The Developer will minimise noise and dust throughout the demolition and construction periods by:</p> <ul style="list-style-type: none"> <li>adhering to defined times for noisy work. Particularly noisy work such as piling will not be carried out early morning or late evening.</li> <li>spraying with water to keep the dust down, cleaning trucks leaving the site and cleaning up any mud and debris on the roads.</li> </ul> <p>The following specific provisions will also be made:</p>

Key Interface	Provision
	<p><b>First Development Site</b></p> <p>Ellison House will be protected throughout the demolition if this has not been relocated.</p> <p>The Developer will also liaise directly with the Ellison House staff working there on the programme and construction sequence. A safe and secure access to the building will be provided, to ensure the security of the building is not compromised by the works at any time.</p> <p>Contact numbers will be provided to Ellison House staff.</p> <p>Phase 3: The Developer will take special precautions with regards to demolition and construction next to the school to avoid disrupting lessons and to ensure security is maintained between the sites and the school.</p> <p>The Developer will also ensure that disruption is minimised to local businesses on East Street.</p>
Continuity of services	Continuity of services to existing buildings will be provided throughout the Development Period.
Existing carriageway	<p>The Developer will phase works to major carriageways to ensure that these always remain open to traffic.</p> <p>Many of the new services will be routed under carriageways; the Developer will endeavour to use new carriageways not yet in use, in order to minimise disruption to the existing highway network.</p>

## Access and parking across the Development Area

6.5.1.15 Access and Parking across the Development Area will be managed according to the provisions set out in the table below:

Item	Provision
Parking for residents and local people	<p>The Developer will carry out an audit of the parking in the area. This will include residents on the estate, adjoining streets, businesses and community facilities and visitors.</p> <p>From this information a temporary parking provision will be agreed with residents to ensure that between the time the existing parking is lost and new comparable parking is provided, the community's needs are met as best as possible and disruption and inconvenience is minimised.</p> <p>The temporary parking provision will include a minimum of 0.35 spaces/ existing adjacent unit.</p> <p>A parking implementation strategy will be developed to manage the transition of the existing parking provision, the temporary provision during construction and the overall of new provision of completed areas.</p>
Parking for construction sites	<p>The Developer will make provision for all parking associated with the construction site, including construction employees' parking, is provided within the construction site curtilage. On-street parking spaces will not be used by the construction site employees.</p>
Access/ wayfinding	<p>Where necessary, alternative provision for pedestrians, cars, refuse and emergency vehicles will be provided to have minimum impact on functions and operations and provide intuitive way-finding as far as possible.</p> <p>The Developer will give notice on road closures and diversions using flyers, through newsletters, on the regeneration website, through resident groups and on information boards.</p> <p>The Developer will make provision to ensure the existing residents can access the various facilities and amenities in and around their estate. It must also work for people visiting and for the surrounding neighbourhoods and businesses.</p>
Refuse and emergency services	<p>Throughout the works, the Developer will ensure that access routes are maintained for refuse and emergency services vehicles.</p>

Item	Provision
Maintaining access for the Council's maintenance obligations	All temporary routes and landscaping will be such as to permit the Council to carry out its service maintenance obligations.

### Access arrangements for First Development Site

6.5.1.16 Access to the First Development Site will be managed according to the following provisions set in out the tables below.

6.5.1.17 Table of detailed vehicular access arrangements, First Development Site.

item	Vehicular Access provision
First Development Site:  Resident access arrangements	<p>Access from Queens Row and Phelps Street will be maintained throughout the works except for a short time whilst services are diverted prior to demolition and when new services are laid and Westmoreland Square is constructed</p> <p>Following completion of plot 1 both these roads will link through to Albany Road.</p> <p>Following completion of plot 3 both these roads will link through to Portland Street.</p> <p>Access from Westmoreland Road will be maintained throughout the construction except for a short time whilst Westmoreland Square is constructed.</p> <p>Access from Bradenham Close will be maintained throughout the works except for a short time whilst services are diverted prior to demolition and when new services are laid when the road may need to be fully or partially closed</p> <p>Access along Portland Street will be maintained throughout the works except for a short time whilst services are diverted prior to demolition and when new services are laid when the road may need to be fully or partially closed.</p>
First Development	The Developer will maintain as much of the existing parking as possible for example along Westmoreland Road between Queens Row and Phelps

item	Vehicular Access provision
<p>Site:</p> <p>Resident Parking arrangements</p>	<p>Street</p> <p>A temporary car park will be provided on sub-plot 4 as part of the interim arrangements as shown at 6.4.1.2. This will be provided within a secure site and fully lit during use. It will be overlooked by the surrounding temporary offices and included in the security patrol of the contractor's security guard. Access will be via Portland Street</p>
<p>First Development Site:</p> <p>Construction Parking arrangements</p>	<p>Parking for construction and workers vehicles will be located within the builder's compound.</p>
<p>First Development Site:</p> <p>Construction Vehicle Access arrangements</p>	<p>All site traffic will enter the site from Albany Road and will not be allowed through the existing estate. This will avoid large trucks obstructing the roads, reduce noise nuisance and decrease the risk of accidents</p>
<p>Access for emergency and service vehicles</p>	<p>The Developer will meet with the Council's refuse team to go through its proposals and the construction sequence and programme. The Developer will work out how collections will be affected and what provisions need to be made to ensure continuity of service; the Developer will also meet with the emergency services; from these meetings and discussions details for inclusion in the transition plan will be drawn up.</p> <p>Both new and temporary signage will be required and the Developer will work closely with the emergency services and the Council's refuse team to ensure they can still adequately access the area</p> <p>The Developer will carry out works to the west side of Portland Street as part of the final sub-plots 3 and 4 and this will require making the road one-way for a period.</p> <p>Works to Albany Road and Portland Street will be carried out after this, one carriageway at a time, to ensure that Portland Street is kept open throughout for refuse and emergency services.</p>

6.5.1.18 Table of detailed pedestrian access arrangements, First Development Site.

Temporary Pedestrian Access	to accommodate the following works:
Pedestrian access will be maintained to the north of plot 1 providing a safe and secure route along this stretch of Westmoreland Road (connecting to Portland Street), along Bradhenham Close, and along Albany Road.	<p>Plot 1</p> <ul style="list-style-type: none"> <li>• services diversion works along Westmoreland Road</li> <li>• tree planting</li> <li>• laying of new services</li> </ul>
Suitable access will be maintained to Ellison house.	Throughout the development works until 2016
Pedestrian access will be maintained along Bradenham Close and along Albany Road	<p>Plot 2</p> <ul style="list-style-type: none"> <li>• Services diversions works along Bradenham Close</li> <li>• improvements to the adopted road such as tree planting are carried out and new services are laid</li> </ul>
Pedestrian access will be maintained to the north of plot 3 providing a safe and secure route between the new road completed as part of plot 1 and Portland Street and along Portland Street and Albany Road	<p>Plot 3</p> <ul style="list-style-type: none"> <li>• work to Portland Park and to Phelps Gardens</li> <li>• services diversion works along Portland Road and demolish the service bridge</li> <li>• improvements to the adopted road such as tree planting are carried out and new services are laid</li> </ul>



# **Section 8**

## **Marketing, Communications and Involvement Strategy**

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## 8.1 Background

8.1.1 The quality of marketing, communications and involvement within the partnership will be fundamental to the Project achieving its objective of reinvigorating Walworth for existing and future residents. In particular, this work will be key to:

- Keeping local support for the project, and encouraging Aylesbury residents and other local people to stay.
- Driving sales, re-housing and attracting new residents.
- Giving all parties a positive high profile, delivering an exemplary regeneration programme which is delivering authentic social, economic and physical regeneration, and building a community.

8.1.2 The Council and the Developer are committed to delivering the regeneration in partnership with residents and key local stakeholders, including Creation Trust.

8.1.3 The Parties agree that it is important that work across marketing, communications and resident involvement is coordinated effectively and managed consistently.

## 8.2 Key principles

- 8.2.1 The Developer and the Council have committed to delivering an MCI Strategy which will:
- Reinvigorate Walworth as a great place to live.
  - Invite existing and new residents to take pride in being involved in the community whether they live or work in the area.
  - Give a sense of history, and that the new development is building on an existing community, rather than a creating a 'new' part of London.
  - Give a sense of the area being about more than just new homes, and use this to distinguish this development from others, and critically, give media profile of this.
  - Link to other major developments in Walworth, including Elephant & Castle and other major local developments.
  - Keep residents informed and involved through the regeneration with accurate, timely and consistent messages.
  - Promote the Aylesbury area as a high quality mixed tenure development with affordable options for tenants and home owners.
- 8.2.2 A MCI Delivery Team with project managers from all the streams of marketing, communications and involvement will work in partnership with the Council and the key stakeholders, including Creation Trust, to ensure that all messages to residents and the wider public are consistent across all communications channels (as set out in Annexure 8.1).
- 8.2.3 The MCI Manager will have overall responsibility for delivering and managing the overall communication strategy for the regeneration.

- 8.2.4 Marketing, communication and involvement will be reviewed at regular MCI Delivery Team meetings and when necessary brought to the Steering Group to inform strategic decision making.
- 8.2.5 A series of objectives and key messages for all MCI work undertaken throughout the Development Period are set out in Annexures 8.3 and 8.4. All work undertaken to meet these objectives will need to be coordinated effectively with other activities and communications undertaken by the Council and other agencies. This will include ensuring that difficult messages are handled timely and appropriately across the partnership by sticking to the agreed protocol on communications.
- 8.2.6 The MCI Manager will need to consider what are the key interfaces and issues that will require coordination on an annual basis; this will include, but not be limited to:
- Southwark Council annual communications campaign plan;
  - Southwark Council maintenance programme for Aylesbury Estate;
  - Local activities led by Creation Trust, Police and other agencies;
  - Other local developments, including Elephant & Castle.
- 8.2.7 Each strand of the MCI work (marketing, communications and involvement) will have a series of key tasks which will be reviewed annually. The key tasks for the first year of the Project are set in Annexure 8.2.

## **8.3 Business Plan Specification**

### **8.3.1 Communications, consultation and involvement**

- 8.3.1.1 The Developer will deliver the following specifications in relation to all communications, consultation and involvement activity throughout the lifetime of the Project:
- A Communications Protocol will be in place between the Developer and the Council during the Development Period. This Communications Protocol can only be amended through agreement by the Implementation Group.
  - At least 50% of space on all hoardings to be available for use by the Council and community art (including 50% of the principal street frontage).
  - A physical and digital model, if deemed appropriate, showing how the Project will proceed, on show at the Hub, but also suitable to be taken to other venues to allow greater access (e.g. schools, doctors surgeries, etc).
  - A one portal website, with any audience or subject specific website linking from it, and not operating in an autonomous manner.
  - To hold a minimum of three community events per year, of which at least two events should be open invitation.
  - The Developer will regularly monitor the relative success of communications activity and resident involvement over the lifetime of the Project.
  - A Q&A document that includes key facts and figures relating to the programme will be prepared by the Developer and approved by the Council.

- The costs of all MCI work set out in Section 8 of the Business Plan will be covered entirely by the Developer.

### 8.3.2 Residents Charter

- 8.3.2.1 During the first four months of the regeneration the Developer will produce a Residents' Charter in the form of a Vision Book, based on the principles set out in Section 8.4.2. This will be signed off by the Steering Group and then maintained and updated as appropriate throughout the regeneration.

### 8.3.3 Sales and Marketing

#### Minimum requirements as set out in the DPA, Schedule 3

The minimum requirements relating to Section 8 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

9. The Developer will provide cross tenure marketing for the Residential Units in accordance with the requirements of the Business Plan.
10. The Developer will ensure Local, London and national marketing of Units to commence at least 3 months prior to international marketing.
11. The Developer will provide two completed and fitted out Affordable Residential Unit show homes are to be available at least 6 months prior to Practical Completion of the First Sub-Plot or Plot (as the case may be), and from then are also to be available whenever Private Residential unit show homes are available to tenants and purchasers. The Affordable Unit show homes must be different sizes and tenure to each other and selected from the following range: one bed social rented, two bed social rented, two bed intermediate and three bed social rented/intermediate.

- 8.3.3.1 Further to the Minimum Requirements the Developer will work to deliver the following specifications in terms of sales and marketing.

- 8.3.3.2 The Developer will look to maximise sales values on each site. The objective of obtaining best capital receipts on disposals is however subject to:

- The objective of maintaining cash flow as set out in the final viability; and
- Responding to conditions of the marketplace; and

- Keeping to the programme of developing all Plots in accordance with the timetable in the Development Agreement; and
- Having new homes occupied as soon as possible after their practical completion.

8.3.3.3 In relation to Bulk Sales, any transaction that involves more than five Private Residential Units per Plot will require Steering Group consent.

8.3.3.4 No more than 15% of Private Residential Units on any Plot are to be disposed of as part of Bulk Sales.

8.3.3.5 The Developer, or Developer Partner, will produce a Plot Sales and Marketing Strategy which will be approved by the Council as part of each Plot Implementation Plan as set out in Schedule 11 of the DPA.



## **8.4 Delivery Mechanism**

### **8.4.1 Communications, consultation and involvement**

- 8.4.1.1 The delivery of all communications, consultation and involvement activity will adhere to the Communications Protocol set out in Section 8.4.4 and be based on the objectives and delivery mechanisms set out at Annexure 8.1, 8.2, 8.3, 8.7 and 8.8.

### **8.4.2 Residents Charter**

- 8.4.2.1 A Residents Charter is a simple document that sets out what residents can expect from the regeneration (in terms of quality of life issues during construction, re-housing, socio-economic regeneration, etc) which will form a basis for communications with residents and for ensuring consistency in message from all staff involved.
- 8.4.2.2 The Developer will go further than a Resident Charter and create a Vision Book for Walworth, which will collectively gather aspirations, inspiration and committed statements of intent that will help create focus throughout the Project. Everyone contributes, nothing is overlooked. If the whole team buys in at the beginning, the book should be adopted as a collective vision for the project.
- 8.4.2.3 This Vision Book will be a collaborative document developed with residents within the first few months of the Project (as set out in the consultation piece described in Annexure 8.7), and be based on the following principles:
- collectively draw together project aspirations
  - is a publicly available document, distributed widely and visually accessible

- communicates the Project aspirations through a series of illustrated statements, comments and sound bites from all stakeholders, including residents
- is not iterative. It sets out the vision from the start and should be referred back to throughout the Development Period
- is a transparent and accessible commitment to delivering the Project with minimal disruption and maximum social benefit to the residents and the local community
- is not a marketing tool
- will cement the benefits that local people will enjoy as a result of the Project
- will clearly set out roles, responsibilities and accountabilities
- will cement the key role that local people will play in the Project
- will be reviewed regularly with residents.

8.4.2.4 The Vision Book (Residents' Charter) will also outline the principles of the Considerate Constructors scheme (which the appointed contractor will sign up to) to provide reassurance that all works are carried out safely and in such a way as to minimise inconvenience to residents, surrounding property users, pedestrians and other road users. This will include a commitment to:

- Work being planned with due regard to hours of work
- Maintaining services, roads and pedestrian routes
- Using effective strategies for dealing with noise, dust and issues such as mud on the roads
- Avoiding deliveries around school start and finish times

### **8.4.3 Sales and Marketing**

- 8.4.3.1 The delivery of all sales and marketing activity, including the Sales and Marketing Strategy, will adhere to the Communications Protocol set out in Section 8.4.4 and be based on the objectives and delivery mechanisms set out at Annexure 8.1, 8.2, 8.4, 8.6 and 8.8.

### **8.4.4 Communications Protocol**

#### **Overall Principles**

- 8.4.4.1 The Communications Protocol sets out how the Parties will work together to develop and implement all communications activity, including an annual communications and consultation action plan as well as a sales and marketing strategy.
- 8.4.4.2 The shared objectives of the parties are set out in the MCI Key Principles above.
- 8.4.4.3 All aspects of communication activity will be signed off through the MCI Delivery Team.

#### **Question and answer (Q&A) document**

- 8.4.4.4 In order to avoid and reduce confusion around key issues, a Q&A document will be prepared, that also includes key facts and figures relating to the Project to be used in any communications. This will be prepared by the Developer and approved by the Council within 45 Working Days of contract signature. It will then be distributed across staff and key stakeholders. The distribution list will also be agreed within 45 Working Days of contract signature. The document will then be updated, approved and redistributed as appropriate.
- 8.4.4.5 Key fact list to include:
- period of building contract (timeline)

- what is expected to be delivered over the lifetime of the Project (outputs)
- the value invested to benefit specific community initiatives (financial)
- economic and community commitment (outputs)
- new homes/shops/ jobs/interim use
- how this programme fits into the wider council regeneration programme
- increased biodiversity in the area
- the team – who, what, when and how
- vision
- approach to green spaces
- what is happening to who and when
- key contacts

#### **Audience/stakeholder baseline**

- 8.4.4.6 Annexure 8.5 sets out how a baseline will be established to understand the current views and perspectives of key audiences, including existing and future residents. This baseline information will be used to measure future resident satisfaction against the relevant regeneration indicators set out within Section 14 (Key Performance Indicators, Partnership Performance).

#### **Branding identity**

- 8.4.4.7 Annexure 8.6 sets out the approach that will be taken to branding identity development.
- 8.4.4.8 In general place making and regeneration communications, both organisations shall ensure that the other party's name and logos appear on external signage, banners, marketing materials and all promotional mediums including websites, published material and stationery. Both Parties will use

the wording 'working in partnership with' plus the name of the Developer and logos in relation to this aspect of the wider regeneration programme. For Council publications, this will always include the Council logo and where appropriate the Fairer Future mark and REVITALISE logo.

- 8.4.4.9 Notices, advertisements, posters or signs shall not be affixed to or displayed without sign off by the MCI Delivery Team. Both Parties will allow a reasonable amount of time - ideally a minimum of one week - to obtain relevant approval on publicity by the Developer and Council.
- 8.4.4.10 Construction communications, including newsletters to residents affected, will be used mainly to keep residents informed on matters related to construction works. As such, they will be branded primarily as the Developer's publications, directing enquiries away from the Council and towards the Developer and their construction firm for construction issues. However, they also present an opportunity to promote the benefits of regeneration and, as such, should include the Council logo and REVITALISE logo.
- 8.4.4.11 For longer term construction news (four months or longer) the Developer will refer to and use the existing channels for the Council and Creation Trust to reach the community.

#### **Sales communication and marketing**

- 8.4.4.12 The sales related marketing materials will be led by the Developer, or Developer Partner, but the content will be jointly agreed and signed off by the Parties. Where relevant, the sales material will reference the regeneration and include the agreed key messages regarding the Project with both organisations. Both Parties will agree, as the sales materials evolve, how this information and branding is most appropriately displayed. For example:

Brochures and printed materials - reference regeneration and the Council where appropriate (this may include text such as "in partnership with" and with or without logos as appropriate).

Website - the Council is allocated dedicated pages to explain their role and key messages.

Hoardings - all Parties to agree a number of messages for the relevant sites and all parties to receive an appropriate amount of interspersed panels for which to display their branding and messages. Joint branding where appropriate. Council logos will not be used on panels explicitly dedicated to sales marketing. A minimum of 50% to be used for Council and community information, including 50% of main street frontage. A hoardings strategy to be agreed by the MCI Delivery Team.

Other outdoor communications and advertising opportunities will be exploited where appropriate, which may include, subject to budget and purpose, billboards, adshells and tube station posters. Both Parties to proactively initiate ideas and work together to implement.

Exhibition signage - the Council to be given the option to have their part in the Project referenced on at least one section of signage displayed at any community marketing events.

### **Design consultation and involvement**

- 8.4.4.13 Residents will be consulted and involved in the design process, from high level Masterplan issues through to detail design. Specifically, the issues that will be consulted on are set out in Annexure 8.7.
- 8.4.4.14 There will be pre-planning consultation for each planning application of the Project to be led by the Developer.
- 8.4.4.15 The Developer, the Council and Creation Trust will work together to promote public consultations to ensure that the public's views are considered. No joint logo or brand will be developed for this specific communications work. However, joint communications material might be produced.
- 8.4.4.16 There will be ongoing detailed design consultation and involvement of residents throughout the Project.

## **Website and Social Media**

- 8.4.4.17 A digital presence will be established via a website which will be owned and managed by the Developer. The approach, design and content of the website will be agreed through the MCI Delivery Team.
- 8.4.4.18 Integral to the website will be the use of social media, particularly with many different communication strands through one website. Initially the Developer will collaborate with Creation Trust on their Twitter account for the regeneration process. The Developer will broadcast and record Project news and events as well as giving new programmes and business enterprise an online profile.
- 8.4.4.19 Once the design consultation and related events and activities gain momentum it may be appropriate to set up specific use Facebook groups, Instagram and Tumblr or Flickr accounts showing development progress, and documenting histories. The use of hash tags for the Project will give the ability to search and access discussion topics online as well as to respond to communications through these channels.
- 8.4.4.20 A Project specific social media presence on Twitter will be supported and supplemented by the Developer's well established and well maintained Twitter presence.
- 8.4.4.21 Responsive management of social media is imperative if to be used as a reliable and constant communication method. The Developer will provide a dedicated resource to monitor social media activity as part of the web development team, and will set alerts for communication activities relating to the Project areas.
- 8.4.4.22 Difficult and complex messages will be conveyed through appropriate channels so that all residents are clear about why a decision has been taken and how it affects them. For example residents who tweets complaints will be sign posted to the complaints process as it is difficult to have a constructive discussion in 140 characters.

- 8.4.4.23 All digital media presence will be regularly monitored by the MCI Manager to ensure coherent and complementary messaging.

### **Media relations**

#### Media protocol – proactive

- 8.4.4.24 Both Parties have a responsibility to proactively generate positive media coverage which goes beyond simply marketing the Project or news on the various stages of development (for example; positive stories on local employment or community fund beneficiaries). These will be agreed jointly through the MCI Delivery Team prior to the creation of any draft releases or discussions with journalists. Notice will be given to both Parties at least two weeks in advance of any media launch, event or press release in order to ensure enough time for sign off. The relevant organisation should lead on drafting the release with sign off from the other party. Changes to headlines or tone of the release should be discussed with the other Party if this happens after quotes have been signed off, to ensure that spokespeople are making relevant comment.
- 8.4.4.25 Tailored media strategies and protocols should be created to deal with major issues such as demolition or specific planning applications, particularly the area wide master-plan planning application.
- 8.4.4.26 Key messages should be created and agreed by all Parties through the communications and consultation plan and communicated through all media channels consistently.
- 8.4.4.27 Press releases should be agreed by both parties as noted above. Where this is not practical, final sign-off will rest with the appropriate agency but prior notice, as stipulated above, will be given to both Parties in advance, as appropriate.
- 8.4.4.28 Copies of all releases and statements will be held by both Parties.
- 8.4.4.29 Following issue of press releases, each Party is to be responsible for its own media enquiries, but should inform the other Party of issues arising.



- 8.4.4.30 Emphasis and priority should be placed with ensuring a suitable and practical notice period to both organisations has been given about media releases in any form, not with meeting press deadlines for proactive work. If any information has not been discussed with the other Party, it should not be discussed with the media in any way – verbally or in writing, prior to sign-off. Images should not be released to the media without notifying the other Party first.

#### Spokespeople

- 8.4.4.31 Both Parties will each select appropriate spokespeople to represent them on specific issues, providing the spokesperson speaks only within the agreed protocol and does not answer queries outside his/her remit, and that the agreed Q&A document is used. Each organisation will have its own internal protocol to define who the appropriate spokesperson/people on various topics is.
- 8.4.4.32 The Council's spokespersons will be the Cabinet Member for Regeneration and the Leader of the Council.
- 8.4.4.33 Press releases, media notes or discussions with any media organisation will include comment, quote or right to reply from both organisations, with appropriate notice given in order to meet deadlines.
- 8.4.4.34 Regardless of spokespeople, media queries should always be channelled through the relevant media team at both organisations.

#### Media protocol – reactive

- 8.4.4.35 All media enquiries are to be responded to within 24 hours, or sooner, depending on the media and nature of the questions. If queries are outside of the key facts / Q&A's, both parties will draft responses on issues as laid out above. Each organisation should notify the other party immediately if they receive an enquiry relating to joint projects or issues. Any media enquiry relating to the Project or relevant surrounding developments should be flagged up upon receipt to the other organisation.

### **Crisis Communications**

- 8.4.4.36 Communications officers of both organisations will regularly review the key risk areas and prepare messages around the most significant risks.
- 8.4.4.37 In the event of a crisis related to the Project, the Heads of Communications of both organisations should be notified immediately. This is the responsibility of the project director of either organisation.
- 8.4.4.38 The Head of Communications will determine whether a joint or separate response is required and take responsibility for coordinating the response from their organisation.
- 8.4.4.39 A “crisis” is any issue that poses a serious reputational risk to either Party. This could include the death or injury of someone as a result of construction work, funding problems, failed planning applications or other risks to meeting deadlines.

### **Coordination / interface management**

- 8.4.4.40 The MCI Manager will need to ensure that all MCI work undertaken is coordinated effectively and messages consistent with other activities and communications undertaken by the Council and other agencies.

### **Communications Style**

- 8.4.4.41 All communications will conform to the Council's standards for plain English and accessibility (e.g. websites will comply with the Disability Discrimination Act).

### **Reporting schedule**

- 8.4.4.42 Marketing, communications and involvement will be a standing agenda item at the monthly Implementation Group meeting, as well as at the quarterly Steering Group Meeting. Key issues will be highlighted and key decisions and information will be relayed to the respective teams, promptly.

- 8.4.4.43 A MCI Delivery Team will be established, including representatives of the Council and Creation Trust, to oversee the development and implementation of the communications and consultation plan and Plot Sales and Marketing Strategy in detail, and monitor and evaluate its success through the principles set out in Annexure 8.8.

#### **Budget Arrangements**

- 8.4.4.44 The costs of all MCI work will be covered entirely by the Developer.
- 8.4.4.45 Where existing communication channels are established by either the Council or Creation Trust these may be used without attracting an additional cost, where these costs are already accounted for by either organisation. This will be reviewed on an annual basis.

#### **Communications protocol review**

- 8.4.4.46 This protocol will be reviewed annually after award of contract.

# **Section 9**

## **Community and**

## **Economic**

## **Well-being**

## **Strategy**

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## **9.1 Background**

9.1.1 The Council's strategic ambitions for promoting economic wellbeing in the borough include:

- Employment – narrowing the gap with the London employment rate
- Southwark – the place of choice to start and grow a business
- Thriving town centres and high streets
- Promoting financial wellbeing and independence

9.1.2 The Council is committed to the regeneration of the Aylesbury Estate. As well as the physical infrastructure requirements set out in the Aylesbury Area Action Plan (AAP), it is vital that the Development achieves wider community and economic benefits. The Project will fundamentally change this area over the next 20 years in terms of the urban landscape and the housing offer and the regeneration needs to support both existing and new residents by offering new opportunities and providing support during the transition.

9.1.3 The regeneration of the Aylesbury Estate must work for local people. In particular the Council aims to maximise the employment and training opportunities and ensure that they are accessible to local residents to help address persistent patterns of low levels of employability

9.1.4 This section of the Business Plan sets out what the Developer will deliver, how these benefits will be delivered, and when they will be delivered.

### **Key issues**

9.1.5 The Community and Economic Well-being Strategy is divided into five parts that address the key issues that this strategy covers.

### **Employment and Training**

- Employability: the need to create jobs, remove barriers to employment, offer training and opportunities and support young people.

- The need for a strategic approach to delivering sustainable employment and skills opportunities for local people during the construction phases and beyond.
- The need for a delivery infrastructure that is well-resourced, high-profile, long-term in vision and embedded in meeting the needs of local people in terms of employment support and skills Development.

### **Supply chain management**

- The need to ensure that companies based in the borough, particularly small and medium enterprises, have the opportunity to compete for and win contracts arising from the regeneration, bringing jobs and growth to the borough.

### **Economic Development**

- The need to provide commercial space that supports a diverse local economy. This will ensure that this area thrives as a community and offers not just new housing but also new shops, services and employment space.

### **Community Well being**

- The need to provide community facilities, including offices, training facilities and health/early years.
- Provision of ongoing revenue streams to support work streams (through Creation Trust and other specialist providers).
- The need to support community well-being throughout the Project focusing on resident support during re-housing, community involvement and employability. This proposals should compliment the work of the Creation Trust and the Council's housing management team and ensure that Aylesbury residents are supported in accessing the opportunities set out in section 9.3 below.

### **Interim uses for community benefit**

- The need to ensure that best use is made of vacant sites for community benefit throughout the Project.

## **9.2 Business Plan Specification for Section 9 (overall)**

- 9.2.1 The Developer will monitor and measure the overall outcomes of the economic and community wellbeing programme on the regeneration of the Aylesbury Estate and provide a report to the Steering Group every three months. This will include all outcomes relating to training and employment, community wellbeing, local procurement and enterprise.
- 9.2.2 In this section, further Business Plan Specifications are set out under the relevant headings within each part.



## **9.3 Employment and training**

### **9.3.1 Approach**

- 9.3.1.1 The Council's objective is to ensure that Project brings significant social and economic benefits to the local community in terms of jobs and training.
- 9.3.1.2 The Developer has given a clear commitment to create significant employment and training opportunities from the Project and ensure that these are targeted at Southwark residents with additional support provided for the local community in accessing these opportunities.
- 9.3.1.3 The Developer proposes to provide opportunities for Apprenticeships and employment and training for unemployed residents during and after the construction of the Development together with opportunities outside of construction and area management within the applicant's organisations and through its supply chains.
- 9.3.1.4 The Developer will also provide local infrastructure and resources to support the long-term and strategic delivery of employment and training opportunities to local people.
- 9.3.1.5 The Developer will work with the Council and its partners to put a delivery infrastructure in place on the Aylesbury Estate including dedicated staff, accommodation and facilities for training and employment support that ensures the promotion and delivery of employment and training opportunities for local residents, particularly groups under-represented in the workforce.
- 9.3.1.6 The Developer will work constructively with the Council and its partners to ensure that the delivery of training and employment opportunities on the Project is coordinated with wider employment programmes and organisations in SE17 and Southwark, including other regeneration schemes, and links effectively to maximise opportunities and ensure use of local infrastructure and accessibility of services.

## **9.3.2 Key principles**

- 9.3.2.1 The Developer will put in place a programme to ensure Aylesbury Estate and Southwark residents are supported to access sustainable, high-quality employment opportunities locally and across the Developer's wider workforce during the Development Period.
- 9.3.2.2 These jobs will be across a range of fields and at a variety of levels, from entry level to senior management positions. Jobs will be available in housing management, care, construction, grounds maintenance and caretaking, as well as in other central service areas in each organisation, including human resources, ICT, finance and office services.
- 9.3.2.3 The Developer will provide pre and post employment training to local residents to support them to access and sustain employment and progress in their careers.
- 9.3.2.4 The Developer will work with the Development Partner and other suitable partners to provide these opportunities but will retain overall responsibility for the number and quality delivered.
- 9.3.2.5 The Developer will provide in-work support to enable residents to sustain their employment through a variety of different support mechanisms.
- 9.3.2.6 The Developer will support Aylesbury Estate and Southwark residents to complete Apprenticeships or equivalent Traineeships at NVQ Level 2 or above up to degree level and each opportunity will be for at least 6 months.
- 9.3.2.7 Apprenticeships will also be offered across the Developer and its Developer Partner and other partners' workforce in a range of fields including construction-related careers, care, housing management, human resources and grounds maintenance.
- 9.3.2.8 All Apprenticeships and Traineeships will be supported through to completion by identified, qualified staff.
- 9.3.2.9 The Developer will pay their staff at least the London Living Wage (see note in paragraph 9.3.3.11) and will secure a commitment from all contractors and subcontractors to pay their staff at least the London Living Wage.

- 9.3.2.10 The Developer will ensure its supply chain (including both contractors and subcontractors) sign up to delivering the agreed local outputs. This will be a legally binding clause within the contractual arrangements. The delivery of social value indicators will be linked to payment milestones, which will be set out in contracts.
- 9.3.2.11 The Developer will support young people resident on the Aylesbury Estate through personal Development support, employment-related training courses, support to complete vocational qualifications, support to gain a place at university, and financial and practical support to complete relevant apprenticeships and ready to work programmes.
- 9.3.2.12 The Developer will agree with the Council a delivery plan for the employment and training outcomes. The delivery plan will be reviewed annually and include a profile of targets to be delivered quarterly and an overview of the approach to be taken to ensure effective delivery.
- 9.3.2.13 The Developer agrees that the target for residents entering employment on completion of the apprenticeship or traineeship is 70% and progress against this target will be reported quarterly to the Steering Group.

### 9.3.3 Business Plan Specification

#### Minimum requirements as set out in the DPA, Schedule 3

The minimum requirements relating to Section 9.3 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

12. The Developer is to enforce the payment of at least London Living Wage to relevant staff throughout the supply chain serving the Development subject to and in accordance with the requirements of the Business Plan. (as defined in the DPA and subject to commitment set out at paragraph 9.3.3.11below)
21. The Developer will provide the following employment and training opportunities:
  - 18 unemployed Southwark residents supported into employment and sustained in work for 6 months, via training or job brokerage per 10,000m<sup>2</sup> GIA
  - 6 Apprenticeships or equivalent traineeships at level 2 or above per 10,000m<sup>2</sup> GIA
  - 10 Southwark residents receiving pre or post employment training per 10,000m<sup>2</sup> GIA

9.3.3.1 In addition to delivering these minimum requirements the Developer will work to deliver the following targets in terms of employment and training opportunities.

9.3.3.2 The Developer will support at least 21 (including the 18 set out in the Minimum Requirements) unemployed Southwark residents into employment for at least six months per 10,000 m<sup>2</sup> of GEA constructed. This equates to 700 Southwark residents into employment over the duration of the Development Period or an average of 41 per year.

9.3.3.3 The Developer will support at least 9 (including the 6 set out in the Minimum Requirements) Southwark residents to complete Apprenticeships or equivalent Traineeships at level 2 or above per 10,000 m<sup>2</sup> of GEA constructed. This equates to 300 Southwark residents supported to complete Apprenticeships or equivalent Traineeships over the duration of the Development Period, or an average of 18 per year.

9.3.3.4 Of these 18 opportunities a year, 12 residents (including the 10 set out in the Minimum Requirements) per year will be supported to complete Apprenticeships and Traineeships in construction through the Barratt Academy and Notting Hill's Construction Training Initiative (CTI). The remaining six apprenticeships and traineeships will be in a range of other

fields supported through the Developer and Developer Partner, including care, housing management, human resources and grounds maintenance.

- 9.3.3.5 The Developer will provide Apprenticeship and higher-level training opportunities to local residents through its Construction Training Initiative at level 2 and above and the Barratt Academy five year programme supporting apprentices to complete Advanced Apprenticeships (NVQ 3&4) or Foundation Degree Programme (FDS Sc and BSc Hons).
- 9.3.3.6 The Developer will support 13 Southwark residents to receive pre or post employment training per 10,000 m2 GEA constructed. This equates to 432 Southwark residents supported to receive pre or post employment training, or an average of 25 per year.
- 9.3.3.7 The Developer will provide up to 100 residents per year with financial support of £250 to support them to gain employment through financial assistance.
- 9.3.3.8 The Developer will provide a dedicated, qualified (meaning qualified to at least NVQ Level 3 in Advice and Guidance or similar) Training and Employment Adviser at all times to co-ordinate the training and employment programme on the regeneration of the Aylesbury Estate.
- 9.3.3.9 The Developer will start providing these opportunities on 1 June 2014 with the full specification operational by 1 June 2015.

#### **Developer's commitment to the London Living Wage**

- 9.3.3.10 The Developer is committed to paying its staff the London Living Wage and ensuring that this extends to all contractors and subcontractors, which will be stipulated in its Corporate Social Responsibility Strategy. This will be enforced through a legally binding clause in contractual arrangements with its supply chain.
- 9.3.3.11 There are three specific exceptions where identified staff in training are paid under the London Living Wage while they complete their studies, including Construction Training Initiative trainees, unqualified care staff completing their NVQ Level 2/3 and apprentices. This is in line with the guidance from the GLA on wages for apprentices and provides more than the stated National Minimum Wage for apprentices.

GLA Guidance 'A Fairer London: the 2013 London Living Wage in London';  
GLA Economics (London.gov.uk, October 2013) states:

- The London Living Wage for staff (does not include apprentices) is £8.80/hour from October 2013
- Apprentice rate is £2.68/hour for apprentices under the age of 19 and in their first year of study
- For apprentices over the age of 19 and for those past their first year of study, they should receive the rate that applies to their age:
  - For 19 to 20 year olds: £5.03/hour
  - For 21 and over: £6.31/hour

9.3.3.12 The Developer commits to pay staff, apprentices and trainees as follows

*Construction Training Initiative Trainee Wages:*

- Trainees will be paid a weekly wage of [REDACTED]. This is for 35 hours per week (including four days a week at on-site work placements and one day a week at college). This equates to [REDACTED]/hour (includes time spent at college). The Developer will regularly benchmark this wage against competitors in the sector.
- Unqualified Care Staff in Training:
  - New domiciliary care staff that are unqualified upon appointment will be paid [REDACTED]/hour (equates to [REDACTED] hour), while the Developer is supporting them to complete their health and social care NVQ Level 2/3. The Developer will provide financial support to complete the qualification, as well as management support. After completing their qualification, these staff are paid the London Living Wage of £8.80/hour.

*Apprentices Employed by the Developer and through its Supply Chain:*

- The Developer will commit to paying apprentices at least 25% above the minimum apprenticeship rate, as set out by the GLA guidance referenced

above. This will continue to be reviewed in line with revised guidance from the GLA and amended accordingly.

### **9.3.4 Delivery Mechanism**

- 9.3.4.1 Employment and training opportunities will be delivered through Notting Hill Housing, Barratt Homes, their supply chain and partners.
- 9.3.4.2 The employment-related training programme will include a range of courses from supporting long-term unemployed residents to increase their self-confidence and learn new skills to specific on-the-job training, such as manual handling and ICT skills, to training that enables career progression, such as supervision and management courses.
- 9.3.4.3 The in-work support provided by the Developer to enable residents to sustain their employment will include regular telephone contact, on-site progress meetings, as well as if necessary, support with mediation, skills Development and coaching.
- 9.3.4.4 All Apprenticeships and Traineeships will be supported through to completion by identified, qualified staff at Notting Hill and Barratt, with a robust plan of supervisions, support and appraisals. For Notting Hill's CTI programme, residents will have a dedicated CTI Advisor to provide support, and for the Barratt Academy programme, a designated Apprenticeship Officer. The designated CTI and Barratt Academy Advisers will work closely with the Training and Employment Co-ordinator, the Council and its partners to support apprentices and trainees to gain sustained employment, following successful completion of their qualifications.
- 9.3.4.5 Compliance to payment of the London Living Wage will be regularly monitored and enforced by an identified member of the Developer's Group Procurement Team with responsibility for overseeing the supply chain on the regeneration and in Southwark. If any member of the supply chain is found not to be paying their staff the London Living Wage, then this will be seen as a breach of their contract with the Developer and the relevant action will be taken.
- 9.3.4.6 The Developer will support young people resident on the Aylesbury Estate through a personal Development programme including employment-related

training courses, support to complete vocational qualifications, support to gain a place at university, and financial and practical support to complete relevant Apprenticeships and ready to work programmes

- 9.3.4.7 The Developer will provide a 'Working Communities Bursaries' programme in which residents of all ages can apply for grants for specific financial support to assist them to move into or sustain their employment (paragraph 9.2.3.7 above).
- 9.3.4.8 The delivery plan for the employment and training outcomes will be reviewed annually in September when a plan for the 12 months from the following April will be agreed by the Steering Group (paragraph 9.2.3.12 above).
- 9.3.4.9 The Developer will monitor the employment and training outcomes achieved by local residents and provide a report to the Steering Group every three months (reference paragraph 9.2.3.12). This will include performance against targets – the targets will include the percentage of Aylesbury residents benefitting from these programmes. The report will also include a summary of activity undertaken, case studies and key milestones to be achieved in the subsequent reporting period. The Developer will also provide data on participating residents' age, ethnicity, sex and other key target group characteristics to be agreed with the Council from time to time.



## **9.4 Supply chain management**

### **9.4.1 Approach**

- 9.4.1.1 The Council's commitment to sharing the benefits of the Project includes a commitment to maximise the impact of investment within the local economy. It is important that companies based in Southwark, particularly small and medium sized enterprises, have the opportunity to compete for and win contracts arising from the regeneration, bringing jobs and growth to the borough. Companies based in Southwark means companies that are physically located in the borough in respect of the operational delivery of the contract; they may or may not also have a registered address in the borough.

### **9.4.2 Key principles**

- 9.4.2.1 The Developer is committed to increasing opportunities for SMEs on the Development Area.
- 9.4.2.2 The Developer will identify, in consultation with the Council, a partner organisation to support micro and small to medium enterprises to improve their capacity and competitiveness to win business with the main contractors on our supply chain for the Project.
- 9.4.2.3 The Developer will identify a member of its Group Procurement Team who will work closely with the Community Investment Project Manager to establish a series of provider events in consultation with the Council to maximise opportunities for local businesses, particularly SMEs, to get involved in delivering significant elements of the Redevelopment programme.
- 9.4.2.4 The Developer will run seminars on its procurement policy and procedures, and the contractual obligations for contractors and subcontractors, particularly in relation to the requirements of the Public Services (Social Value) Act (2012) This will be a requirement for all contractors who have had services procured by the Developer in order to fully understand and appreciate the expectations and contractual requirements that they are being asked to sign up to.

- 9.4.2.5 The Developer will work closely with the Council and its partners to build on their local knowledge of small and medium enterprises (SMEs) to promote local procurement opportunities, support potential 'match-making' between partners of varying sizes, and encourage partnership/consortium working to build capacity the capacity of local SMEs.
- 9.4.2.6 The Developer will stipulate within its contracts that contractors and supply chain partners must add value to the local area. The Developer will stipulate in the tender documentation that tenderers must outline how they will meet the requirements for social value, which they must adhere to in their delivery of the contract.
- 9.4.2.7 The Developer will widely advertise all procurement opportunities on all partnership team and Council websites.

### **9.4.3 Business Plan Specification**

- 9.4.3.1 The Developer will identify a Procurement Officer within the Group Procurement Team with responsibility for working with the contractor and subcontractors to deliver local procurement and support to Southwark-based SMEs. This post will be supported by the Community Investment Project Manager and the neighbourhood-based Community Connectors.
- 9.4.3.2 The Developer will deliver at least two local procurement events per year in Southwark, focusing on engaging Southwark-based providers in the Project, building their capacity to successfully tender and deliver contracts, and establishing a supply chain forum for joint working to ensure maximum social impact to the local area.
- 9.4.3.3 The Developer will identify and then promote at least 10% of the total value of the construction contract for local procurement in Southwark. The identified member of the Group Procurement Team will be responsible for reporting on the percentage of construction procured locally quarterly to the Steering Group.

## **9.4.4 Delivery Mechanism**

9.4.4.1 The Developer will working with an agreed partner organisation provide support to micro and small to medium enterprises:

- Free face-to-face business advice
- Help getting their business fit to supply
- Free events and workshops

9.4.4.2 The Developer will establish a series of provider events in consultation with the Council to maximise opportunities for local businesses, particularly SMEs. This will include an annual Roadshow to promote local procurement opportunities to Southwark-based companies.

9.4.4.3 The Developer will advertise all procurement opportunities on all partnership team and Council websites, through the SLPN's website and publicity channels as well as through the Creation Trust's SE17 Working website, Aylesbury Echo magazine and hoardings (and other channels agreed with the Council].

## **9.5 Economic Development**

### **9.5.1 Approach**

- 9.5.1.1 The Council is looking for the Project to bring wider economic benefits through the provision of employment space. The AAAP provides for the delivery of 2,500m<sup>2</sup> of employment space plus 1,850m<sup>2</sup> of retail space.
- 9.5.1.2 The Council is seeking sustainable future use of commercial space within the context of the local market and wishes to adopt a strategic approach to this at an early stage of the Project.

### **9.5.2 Key principles**

- 9.5.2.1 The Developer will commission a feasibility study for the future use of commercial spaces in consultation and close liaison with the Council and its partners.
- 9.5.2.2 The Developer will work with the Council to deliver interim economic uses that will be used to feed into the longer term economic activity within the area. This will include support for residents to develop small businesses and enterprise through the interim use strategy.

### **9.5.3 Business Plan Specification**

#### **Minimum requirements as set out in the DPA Schedule 3**

The minimum requirements relating to Section 9.5 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

- 13. The Developer is to fund a feasibility study into the future use of commercial and employment space within the Development Area within the context of the local market at Southwark in accordance with the requirements of the Business Plan

- 9.5.3.1 The feasibility study will be commissioned by 30 June 2014 and completed by 31 October 2014.
- 9.5.3.2 The feasibility study brief will include as a minimum the areas set out in annexure 9.2.

- 9.5.3.3 The Developer will identify a named and suitably qualified lead officer to commission and deliver the feasibility study in close liaison with the Council and its partners.

## **9.5.4 Delivery mechanism**

- 9.5.4.1 There is no delivery mechanism for this part.

## **9.6 Supporting community well-being**

### **9.6.1 Approach**

- 9.6.1.1 The Council is looking for the Project to support community well being and this will be delivered through the Developer's contributions in terms of dedicated staff, provision of a community building and a funding stream for the first five years of the Project.

### **9.6.2 Key principles**

- 9.6.2.1 The Developer will provide 4 FTE posts employed within the Developer's organisation that will support the Council's objectives.
- 9.6.2.2 These include supporting families and vulnerable people through the re-housing process working with the Council's Area Housing Team and Creation Trust.
- 9.6.2.3 This will also include the delivery of initiatives geared towards increasing employability and these posts should support the work of Creation Trust in accessing the employment and training opportunities created by the Project.
- 9.6.2.4 The Developer will provide these posts throughout the Development Period – i.e. until the last Plot Lease is drawn down.

### 9.6.3 Business Plan Specification

#### Minimum Requirements as set out in the DPA Schedule 3

The minimum requirements relating to Section 9.6 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

14. The Developer is to provide support for the ongoing delivery of services on the Aylesbury Estate through the Creation Trust by:
  - 14.1 Provision of funding of £250,000 per annum from the Developer for five years from the 1<sup>st</sup> April 2015 (by payment of the Community Contribution) that will enable Creation Trust to deliver services set out in the Creation Trust's business plan for its activities at the Aylesbury Estate.
  - 14.2 Development and completion (as Council's Works) of the First Development Site Community Facilities at a peppercorn rent for the ongoing use of the community.
15. The Developer is to provide throughout the Development Period four FTE posts (which could be delivered through equivalent part time posts) funded from the Developer's own resources (and not comprising a Development Cost) to support:
  - families and vulnerable people through the re-housing process
  - community involvement
  - initiatives geared towards addressing worklessness.

- 9.6.3.1 The funding for Creation Trust set out as Minimum Requirement No. 14.2 will start on 1<sup>st</sup> April 2015 and will be paid by the Developer to the Council quarterly in advance.

#### Community Well-being posts

- 9.6.3.2 The Developer will provide the following posts (or similar as agreed with the Council at the Steering Group), which will continue to be monitored and reviewed throughout the Development Period and may be amended in agreement with the Council. This team will be established by June 2015 at the latest.

### Community Investment Project Manager 1xFTE

Title	Community Investment Project Manager
Brief job description	Full-time post To establish the economic and community wellbeing programme for Aylesbury; develop the social impact measurement infrastructure; recruit and train the Community Connectors; work with the Procurement Team to maximise local employment, training and new business for local SMEs; embed the programme within the Neighbourhood Hub patches
Salary/grade and annual cost	Annual salary [REDACTED]
Location	On-site at the Aylesbury Estate
Employer and reporting line	Employer: Notting Hill Housing Trust Reporting line: Project Director

### Community Connectors 3xFTE

Title	Community Connector
Brief job description FT/PT	Full-time posts X 3
Salary/grade and annual cost	Annual salary of [REDACTED] [REDACTED]
Location	On-site at the Aylesbury Estate
Employer and reporting line	Employer: Notting Hill Housing Trust Reporting line: Community Investment Project Manager (initially), transferring to Neighbourhood Manager



## **9.6.4 Delivery Mechanism**

### **Community Investment Added Value Posts**

9.6.4.1 Alongside the bespoke economic and community wellbeing posts section out in this section that have been created specifically for the Aylesbury Development, Notting Hill Housing and Barratt are also committed to expanding their current community investment programme to include dedicated posts to engage and support Southwark residents. This includes the following (or similar):

- a dedicated full-time Achieve Youth Support Officer to support 50 young Southwark residents per year to gain employment, improve educational attainment, start their own business and/or gain a qualification.
- a part-time Volunteer Network Coordinator to recruit and manage 100 volunteers per year to make a positive difference to Southwark through befriending, practical projects, mentoring and work placements.
- a part-time Construction Training Initiative Adviser (Notting Hill Housing) and a part-time Apprenticeship Officer (Barratt Academy) to support and supervise 18 Southwark residents per year to complete traineeships and Apprenticeships in construction and related fields.
- a part-time Resident Involvement Manager and part-time Resident Involvement Officer with responsibility for engaging and involving Aylesbury residents in the Project.

9.6.4.2 The Developer and Council will work together with the Creation Trust to find and follow through funding opportunities and make joint bids where appropriate.

9.6.4.3 The Developer will work with the Council to ensure that the delivery of these community well being roles is planned to meet need over a rolling 3-5 year period.

### **Arrangements for April 2014-2015 onwards**

- 9.6.4.4 From April 2014, the Developer will employ as a minimum the Community Investment Project Manager and one Community Connector (who will work with the Community Investment Project Manager and Resident Involvement Manager to focus on community engagement and bridge building with local partners and businesses in year one).
- 9.6.4.5 The Developer will employ a full-time Resident Involvement Manager.
- 9.6.4.6 The Developer will also employ the Training and Employment Co-ordinator.
- 9.6.4.7 The Developer will work with the Council and the Creation Trust to agree the most appropriate way to support residents through the re-housing process and to find opportunities to continue to support Creation Trust's work in this area.
- 9.6.4.8 The Developer will ensure that the work of volunteers is also supported through the allocation of office time to this project.
- 9.6.4.9 From April 2015 the Developer will employ the full team of 4 community well-being posts.

## **9.7 Interim uses to support community and economic well-being**

### **9.7.1 Approach**

#### **Vacant sites for interim uses**

- 9.7.1.1 The Phasing Schedule takes into account the large vacant sites throughout the Development Period, which will be a consequence of the demolition footprint being greater (in most cases) than the Plot footprint of Development Sites.
- 9.7.1.2 It is expected that the Developer will take occupation of such sites by way of licence and that these sites will be organised to provide pedestrian access, landscaped to provide temporary community opportunities and may be used for required temporary provision, e.g. car parking.

### **9.7.2 Key Principles**

#### **Interim uses on first Development site**

- 9.7.2.1 There are likely to be vacant sites within the First Development Site for up to four years. During this period the Developer and the Council will work together to develop range of additional proposals, both short term and longer term so that these become a positive benefit to the community and to the area's image over the period.
- 9.7.2.2 The Developer proposes to use the Development Period as a time to pilot creative and enterprising ideas that people want to see delivered in the long term, for example around employment, community facilities, and green space.
- 9.7.2.3 Projects will be community-owned and developed. They will enable people to get actively involved and see benefits before the Project has finished and will support people to enhance their employment prospects by learning new skills.

9.7.2.4 Ideas will be tested through Live Projects, which form the core of the Interim Uses Strategy as they are implemented using short and long-term vacant sites. These projects will also help with creating safer neighbourhoods by bringing life and active uses to vacant buildings and sites.

9.7.2.5 Final projects will be determined by:

- Consultation with the community as to what issues are important to tackle and what they would like to see implemented
- Level of benefit that the project would bring to the community including employment and training opportunities
- Commercial viability - not all projects will be commercially viable and the viability of each project will need to be agreed with the Council prior to commencement but precedence will be given to creating active use that discourages vandalism and anti-social behaviour on derelict sites. However, the Community Garden and The Hub described in the specification below will proceed at the Developer's cost.

#### **Ongoing commitment to interim uses**

9.7.2.6 The whole Development Period is regarded as an opportunity to make valuable positive temporary enhancements to the environment. Plan showing possible sites for interim uses throughout the Development Area is attached at Annexure 11.7 and Annexure 9.3.

9.7.2.7 Demolition sites programmed to remain vacant for more than two years will include landscaped areas to be used as community gardens. These will include lighting which meets the requirements set out in the Southwark Streetscape Design Manual; they will also comprise some soft landscaping, outdoor seating areas, outdoor sports facilities, temporary theatres and raised planter beds and storage for community gardening.

9.7.2.8 A major ambition for the Project is to break down barriers between the estate and the surrounding area. The interim uses will play a part in this by creating partnerships with external organisations so that they have a satellite presence on the estate.

## 9.7.3 Business Plan Specification

### First Development Site

#### Temporary community garden

- 9.7.3.1 The Developer will work with residents to create a temporary growing space. This will be a productive landscape, such as a nursery or mobile planting beds that allows residents to grow planting to be used in the new neighbourhood while learning horticultural skills.
- 9.7.3.2 The Developer will build in sustainability by re-using material from demolitions to landscape the open spaces where possible.
- 9.7.3.3 The Developer will deliver the temporary community garden in line with the business plan below:

#### *Works required and costs*

Prepare area for installation of community

garden following demolition	£2,000
-----------------------------	--------

Raised 400mm planters including topsoil	20,000*
---	---------

Supply lockable shed x 2 for tools	£1500*
------------------------------------	--------

Allow for lockable bib taps x 3 to facilitate watering	£700*
--	-------

Create walkable pathways from woodchip to allow access to planters	£5,000*
--	---------

\* the contractor for the First Development Site will be asked to supply and build the planters, paths and shed as part of their CSR commitment and this will therefore not be an actual cost to the project.

#### The Hub

- 9.7.3.4 The Developer will provide temporary buildings on the First Development Site that will form the Hub. A plan showing the proposed locations of this Hub are shown in Section 6.

9.7.3.5 Within the Hub on the First Development Site there will be, in addition to office space for the Developer and meeting space and sales and marketing accommodation:

- a social space for temporary events to support consultation and design work on future phases and the work of the Creation Trust.
- Office space for Creation Trust (detailed specification in Annexure 9.4).

## **9.7.4 Delivery Mechanism**

9.7.4.1 The Developer will explore a potential partnership for the First Development Site with Walworth Garden Farm which could help the Developer support and train residents to manage the growing spaces created in the interim uses Plot.

### **Income generation opportunities**

9.7.4.2 An agreed proportion of edible produce grown in the temporary community garden will be sold at East Street market to contribute to future interim spaces delivery.



**Section 10**

**Area**

**Management**

**Strategy**



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## 10.1 Background

- 10.1.1 Area management is key to the success of the Project, ensuring that both existing and new residents have access to high quality affordable homes and a strong voice in the management of both the housing and the outside spaces.
- 10.1.2 Area management of the Aylesbury Estate is currently administered by the Council via a dedicated Aylesbury Neighbourhood Housing team which is based on the estate. As at January 2014, the Neighbourhood team consists of; 1 Area Manager, 2 Neighbourhood Managers, 8 Neighbourhood Officers, 1 Heating Engineer, 1 Lift Engineer and 1 Technical Officer. There are also two dedicated customer service officers. In addition there are several other partners who operate from the offices to provide a more holistic service to the neighbourhood as a whole including Victim Support, Resident Involvement Teams and the Neighbourhood Warden Service.
- 10.1.3 It is important that the new housing is effectively managed to ensure that the area is a great place to live and an integral part of the community and aids the borough's sustainable development agenda.
- 10.1.4 The public realm comprising non-adopted shared spaces and highways will also need to be effectively managed and co-ordinated with the management of the housing and commercial spaces.
- 10.1.5 This strategy sets out the principles and specifications of how area management will be delivered under four themes:
- Affordability
  - Accountability
  - High quality management of housing
  - Non-adopted shared spaces
- 10.1.6 The definitions of some of the key terms used within this section are as follows:
- 10.1.7 Target Rent

As a social housing landlord the Developer operates within the Government Rent Restructuring Regime established by the Housing Corporation (now the Homes and Communities Agency) with effect from 2002. The aim of this is that, after a period of “convergence”, rents charged for similar properties in the same area would be about the same regardless of the social landlord. This is known as “Target Rent”.

Target Rent is calculated according to a formula that is related to the market value of the property and earnings in the geographical area in which the property is located. To protect customers in high value areas, the formula is capped according to the number of bedrooms. The Target Rent increases each year by a formula based on the Retail Price Index (RPI).

Target Rents will be exclusive of service charges.

#### 10.1.8 Affordable Rent

In 2011 the government introduced a new rented housing product called Affordable Rent. This allows registered housing providers to charge rents up to 80% of local market rents. The additional money from these higher rents must be used to fund the building of new homes.

Affordable Rents will be set at the lower of 80% of the market rent, Local Housing Allowance cap or the Developer’s cap.

The market rent will be assessed on the basis of a system of comparison which incorporates the guidance of a qualified valuer and will follow the principles of market rent valuation set out by RICS. The rent cap levels are agreed annually by the Developer’s Board.

All Affordable Rents will be inclusive of service charges.

#### 10.1.9 Market Rent

Rented housing let at the maximum rent level that can be achieved in the local market. Comparable to the rent charged for other properties of a similar type, size and location.

#### 10.1.10 Shared Ownership

Affordable home ownership scheme designed to help social tenants and others in priority need to purchase a suitable home.

Offering a form of tenure whereby the purchaser buys a proportion of the equity of the property (usually 25-75%) and rents the balance at a subsidised rent (typically 2.75% pa of the un-bought equity).

#### 10.1.11 Shared Equity

A form of discounted sale where the purchaser buys at a percentage of the open market value. The remaining equity share will be held by the Developer until the remaining equity share is bought or the leaseholder sells the house.

There will be no rent charged to the leaseholder for the proportion of equity they do not own.

This product is offered to customers who fulfil strict eligibility criteria.

## 10.2 Key principles

### 10.2.1 Affordability

- 10.2.1.1 The Developer will ensure that all affordable rents are at Target Rent levels for the duration of the Plot Leases.
- 10.2.1.2 The Developer will ensure that void properties are tracked to ensure that Target Rent levels are maintained on re-letting.
- 10.2.1.3 For the twenty year period from the first let or until the last Aylesbury resident is re-housed, the Council will have 100% nomination rights to all the Developer's affordable rented properties within the Development Area; after which the standard Southwark Housing Association Group Nominations Agreement or successor will apply.
- 10.2.1.4 The Developer will work with the Council and residents to ensure that service charges are transparent, accurate and provide value for money.
- 10.2.1.5 The Developer will work with the Council to develop and market a range of intermediate housing opportunities available for home ownership for existing and future home owners.
- 10.2.1.6 The Developer will develop a strategy for involving and informing residents of the impact of key changes that may affect or impact on them positively or adversely e.g. welfare benefits.

### 10.2.2 Accountability

- 10.2.2.1 The Developer will establish a governance and accountability structure that ensures resident involvement in the management of housing and resident and wider community involvement in management of shared spaces as set out in Section 10.5.
- 10.2.2.2 The Developer will work with the Council to develop consultation processes with residents and identify areas in which tenants will have a 'direct say', building on the principles set out in Sections 2 and 8.

- 10.2.2.3 The Developer will commit to developing initiatives to encourage community involvement to ensure the new development is not isolated from the wider community as set out in Section 8.
- 10.2.2.4 The Developer will commit to providing bespoke service and resource initiatives for diverse groups.

### **10.2.3 High quality management of housing**

- 10.2.3.1 The Developer will provide housing management services for both Private Residential Units and Affordable Residential Units that are equitable, seamless and of high quality.
- 10.2.3.2 High quality management includes amongst other elements, quality controls, assurance, improvement, objectives, management and systems that enable key requirements to be met and excellence achieved. It will demonstrate the application and practice of these and how a quality framework, review and monitoring will deliver continuous improvement and Resident Satisfaction in line with KPI indicator 2.2 as defined in Section 14.
- 10.2.3.3 The Developer and the Council will agree a sensitive and flexible nominations and lettings process (including allowing for existing residents to move with their pets where possible), in line with the SOUHAG nominations agreement which is attached to the DPA. Where specialist affordable residential units are provided (for example Extra Care and the units for people with learning disabilities on the First Development Site) the Council will use bespoke nomination arrangements. Examples of such arrangements are set out in Annexure 10.1.
- 10.2.3.4 The Developer will maintain the commitment to Aylesbury tenants and leaseholders that are under occupying their property, that they will be entitled to an extra bedroom when they are re-housed in their new homes. However existing Aylesbury leaseholders will not be entitled to a larger property (in terms of GIA) than their current Aylesbury home.
- 10.2.3.5 The Developer will let all new Target Rented properties on Permanent Assured Tenancies to those Aylesbury residents who are re-housed within

the Development Area and within other Developer's Stock (as set out in Section 4). The tenancy terms are set out below in the tenancy comparison table at 10.3.1.8, and those terms will be substantially in line with the tenancy agreement provided at Annexure 10.2. This includes the Preserved Right to Buy (PRTB).

- 10.2.3.6 The Developer will establish an on site management base and presence.
- 10.2.3.7 The Developer will provide locally based staff / managers with appropriate roles and responsibilities over the Development Period.
- 10.2.3.8 The Developer will establish a clear process for supporting residents during their moves including processes for dealing with defects after handover.
- 10.2.3.9 The Developer will work with the Council to agree effective parking management and cycle management arrangements.
- 10.2.3.10 The Developer will work with the Council to agreed ASB / Nuisance Behaviour strategies, practice and implementation.
- 10.2.3.11 The Developer will provide support to residents through a commitment to tenancy sustainment.
- 10.2.3.12 The Developer will pursue or maintain management accreditations in respect of customer service excellence or similar that demonstrates a track record and commitment to high quality management and resident satisfaction throughout the life of the Project.
- 10.2.3.13 The Developer will commit to working with the Council to develop a strategy for side by side management.
- 10.2.3.14 The Developer will take a robust approach to continuously improving and delivering quality management services, resulting in high satisfaction from residents.

## 10.3 Business Plan Specification

### 10.3.1 Affordability

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

16. The Developer will provide that any Target Rent Units at a Plot are subject to Target Rents for the length of the Plot Lease (250 years).
17. For the twenty year period from the first Disposal or until the last existing tenants and resident leaseholders at the Aylesbury Estate have been re-housed, the Council will have 100% nomination rights to all Affordable Residential Units including re-lettings; after which the standard Southwark Housing Association Group Nominations Agreement as updated from time to time will apply.

10.3.1.1 In addition to delivering these Minimum Requirements the Developer will work to deliver the following in terms of housing affordability.

10.3.1.2 That rents and service charges payable on the new Affordable Residential Units will be affordable in the long term for existing Aylesbury tenants, with:

- A strategy to ensure tenants are able to exercise a fully informed choice in their choice of property and payment of rent / service charges.
- A clear and understandable formula for increases that is transparent and consistently applied.
- Tenancy conditions that support security of tenure.
- A locally based housing management staff team with clear roles and responsibilities for supporting residents and sustaining tenancies.

#### Rent Setting

10.3.1.3 There will be a range of different tenure types available to residents, which are defined in Section 10.1. The Developer will adhere to the following approach when setting rent levels for each tenure:



### Tenure: Affordable Rented - Target Rented Units

Formula for rent setting	<ul style="list-style-type: none"> <li>• Target Rents as set out in the Homes and Communities Agency guidance note, 'The regulatory framework for social housing in England from April 2012, Annex A; Rent Standard Guidance'.</li> <li>• Calculation of Target Rents will be explained to tenants prior to re-housing.</li> <li>• Target Rents will be set exclusive of service charges.</li> <li>• Target Rents will be offered from day one of tenancies.</li> </ul>
Criteria applied to determine (market) rent increases	<ul style="list-style-type: none"> <li>• In line with HCA guidance, Target Rents are reviewed for increases in April of each year following applicable formula – on the current guidance rent increases are RPI plus 0.5%.</li> </ul>
Consultation over rent increases	<ul style="list-style-type: none"> <li>• Tenants will be notified of rent increases at least one month before they are applied.</li> <li>• The Developer will provide transparent information on any rent increases via consultation forums.</li> </ul>

### Tenure : Intermediate - Shared ownership

Formula for rent setting	<ul style="list-style-type: none"> <li>• Rents on Shared Ownership homes will be payment in respect of the unsold equity.</li> <li>• For First Development Site this will be calculated on the basis of the leaseholder buying a 40% share with rents payable at 2.75% on the unsold equity based on GLA affordability criteria.</li> <li>• For the remainder of the Development Area this will adhere to the Council's affordability criteria on the basis of the leaseholder buy a share ranging from 25% to 40%, and rents on unsold equity ranging from 1% to 2.75%.</li> </ul>
Criteria applied to determine market rent increases	<ul style="list-style-type: none"> <li>• Rents on Shared Ownership unsold equity increase in April each year by RPI plus 0.5% (in line with Government formula).</li> </ul>
Consultation over rent increases	<ul style="list-style-type: none"> <li>• Leaseholders are notified of rent increases one month in advance to facilitate changes to payment methods.</li> <li>• The Developer will provide transparent increase information via consultation forums.</li> </ul>

## Tenure : Intermediate - Shared equity

### Formula for rent setting

- The Developer will not charge rent on the unsold equity in these properties.
- The detailed provisions for the requirements for Leaseholder investment in Shared Equity are set out in Section 12.

## Service Charges

- 10.3.1.4 The Developer will provide fair and transparent service charges that are value for money for all residents living at the redeveloped Aylesbury Estate. All service contracts implemented in the Development Area will be selected in accordance with procurement legislation as well as the Developer's group wide procurement policy to ensure full compliance with the service charge legislation set out in Section 20 of the Landlord and Tenant Act (1985) – as amended and updated under Commonhold and Leasehold Reform Act (2002).
- 10.3.1.5 The provisions for the Developer's calculation and charging of service charges are set out in Annexure 10.3.
- 10.3.1.6 In addition to the legislative requirements (set out under variable charges) the Developer will consult with residents in advance of service charge estimates being applied in April each year, on the services and charges to be provided in the forthcoming year. Further details are set out in Annexure 10.3.

## Tenancy agreements

- 10.3.1.7 The Developer will use Permanent Assured (non-shorthold) Tenancy agreements with Target Rents for tenants moving from their Council home on the Aylesbury Estate to a Developer home on the redeveloped estate or elsewhere.
- 10.3.1.8 This table sets out the tenancy terms that the Developer will offer on the affordable Target Rented units. The additional conditions of the Developer's tenancy agreements are set out in Annexure 10.2.

Secure Council Tenant		Assured Developer (Notting Hill Housing) Tenant
Accountable through elected Councillors and other participation arrangements	Accountability	Accountable through the Area Management Board and the Local Scrutiny Panel.
Yes – in law	Security of tenure	Yes
Applies to spouse, including civil partner, or close relative who has lived in the property for at least 12 months	Right of succession	Applies to spouse, including civil partner, or close relative who has lived in the property for at least 12 months.
Yes	Right to Buy	Right to Acquire – works in a similar way to Right to Buy but discount varies. Currently discount of up to £16,000. Qualifying eligibility criteria applies.
Yes	Preserved Right to Buy (PRTB)	<p>The Preserved Right to Buy Scheme allows secure Council tenants, living on the Aylesbury Estate, who transfer to a property with the Developer, to enjoy the same discount and privileges as the Right to Buy Scheme.</p> <p>This right will only be applicable to the original named tenant and not to any other spouse or relative that succeeds the tenancy.</p> <p>Tenants will also only retain this right on the Developer's first permanent property they transfer to.</p> <p>This right may not be applicable to properties outside of the Aylesbury footprint or owned by another Housing Association.</p> <p>Qualifying eligibility criteria applies.</p>
Yes – with landlord's consent	Right to carry out improvements	Yes – with landlord's consent
Yes – with landlord's consent	Right to compensation for (certain) improvements	Yes – with landlord's consent
Yes – 1985 Housing Act provides the right to be consulted on major changes to the way your home is managed	Right to consultation	Yes – no changes will be made to the way units are managed without consultation.

Secure Council Tenant		Assured Developer (Notting Hill Housing) Tenant
Yes – with landlord's consent	Right to exchange	Yes – with landlord's consent
Yes	Right to manage	Developer is required to consult and involve all tenants in decisions that are likely to affect them.
Yes – in law	Right to repair	Yes – clause in tenancy
Yes – with landlord's consent	Right to take in lodgers / sub-let	Yes – with landlord's consent
Yes – once with landlords consent	Assignment	No - except in the following cases: <ul style="list-style-type: none"> <li>• mutual exchanges</li> <li>• family court proceedings</li> </ul>

10.3.1.9 The Developer will provide all tenants with a customer guide to their tenancy agreement.

## 10.3.2 Accountability

10.3.2.1 The Developer will put in place clear accountability structures which will cover at least:

- A clear resident involvement approach that enables Aylesbury residents to influence the decision making and management of housing and community spaces.
- Clear links to local accountability structures, including ward councillors and the area forum.
- Community involvement in the management of shared spaces.

10.3.2.2 The Developer will ensure that consistent management standards and monitoring of the same are delivered throughout the Development Period.

10.3.2.3 The Developer will deliver a multi tenure management approach across the Development Area.

10.3.2.4 The Developer will work with the Neighbourhood Forums (as defined in paragraph 10.4.2.3) to allocate an Aylesbury specific programme of “community

chest” awards, with each neighbourhood allocated a fund of around £20,000 per annum to invest in specific neighbourhood improvements or activities.

### 10.3.3 High quality management of housing

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10.3 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

18. The Developer will maintain a recognised management accreditation demonstrating customer service excellence or similar (as set out in this section of the Business Plan) that demonstrates a track record in management and resident satisfaction.

10.3.3.1 In addition to delivering this Minimum Requirement, which will provide the standard for management services, the Developer will work to deliver the following in terms of high quality management:

- An application of management services that ensure accountability and resident input.
- On site staffing arrangements that clearly complement the management approach.
- Joint working with the Council on the effective transition management and service delivery over the Development Period.

10.3.3.2 The Developer will commit to the Aylesbury Estate under-occupation criteria on re-housing, supported by a robust programme of information and support to ensure informed re-housing choices are made.

#### Management accreditation

10.3.3.3 The Developer will ensure that all housing management staff undertake rigorous training on programmes accredited by the Chartered Institute of Housing and the Institute of Residential Property Management or similar.

10.3.3.4 The Developer will measure and benchmark all services against other housing associations and housing providers.

## 10.4 Delivery Mechanism

### 10.4.1 Affordability

#### **Service Charges**

- 10.4.1.1 As set out in paragraph 10.3.1.4 the provisions for the Developer's calculation and charging of service charges are set out in Annexure 10.3.

#### **Tenancy agreements**

##### Independent advice on general terms and conditions of tenancy offered to tenants

- 10.4.1.2 Through the re-housing process (set out in Section 4) the Developer's tenancy terms and conditions (see Annexure 10.2) will be fully explained. All tenants will be provided with a customer guide to their tenancy agreement.
- 10.4.1.3 The Developer's neighbourhood officer (or housing officer if tenants are moving away from the Aylesbury Estate to another Developer property) will personally ensure that each of the conditions, including grounds for possession, is explained to prospective tenants.
- 10.4.1.4 Prospective tenants will be invited to bring an adviser/supporter/advocate to this discussion, and in some cases the neighbourhood or housing officer may insist on such an advocate if the tenant is vulnerable. The neighbourhood or housing officer will also advise the tenant on local support and advice-giving agencies available to them and assess their support needs and capability to manage their tenancy.

##### Tenancy enforcement strategy

- 10.4.1.5 In addition to day to day contact, the Developer's neighbourhood officers will conduct formal 'annual visits' to tenants during which a general discussion about the tenancy and home takes place. This is an opportunity for the neighbourhood officer to assess whether the tenant is in need of any support – for example struggling to pay their bills.
- 10.4.1.6 If this is the case, the tenant will be signposted directly to independent agencies, as well as the Developer's own money management training and

advice from the Developer's welfare officer to ensure tenants are claiming their full benefit entitlements. The tenant may additionally be referred to the Aylesbury Estate support network managed by the Community Connectors.

- 10.4.1.7 The Developer will act immediately and appropriately following any breach of tenancy. The Developer's neighbourhood and housing officers are responsible for ensuring the terms of tenancies are met in accordance with its procedures which are reviewed regularly, benchmarked and kept current.

#### Promoting/communicating existing tenancy conditions to prospective tenants

- 10.4.1.8 In addition to the actions outlined above the re-housing process (described in Section 4) will focus on identifying tenancy and estate management issues of particular concern to Aylesbury residents, and review these with residents to gauge their applicability to the new neighbourhoods. An example of a policy which may be reviewed in this way could be the Developer's pet policy.

#### Types of tenancy agreements that will be used across the development

- 10.4.1.9 Tenants nominated to a Developer home in the Development Area who were not previously resident on the Aylesbury Estate will be offered a Probationary Assured Shorthold Tenancy for 12 months at a Target Rent as is standard practice. This will be followed by an assured (non-shorthold) tenancy, although the probationary tenancy may be extended for a further six months if the tenancy has not been properly conducted (e.g. rent unpaid, property not cared for, or disruptive behaviour on the part of the tenant).

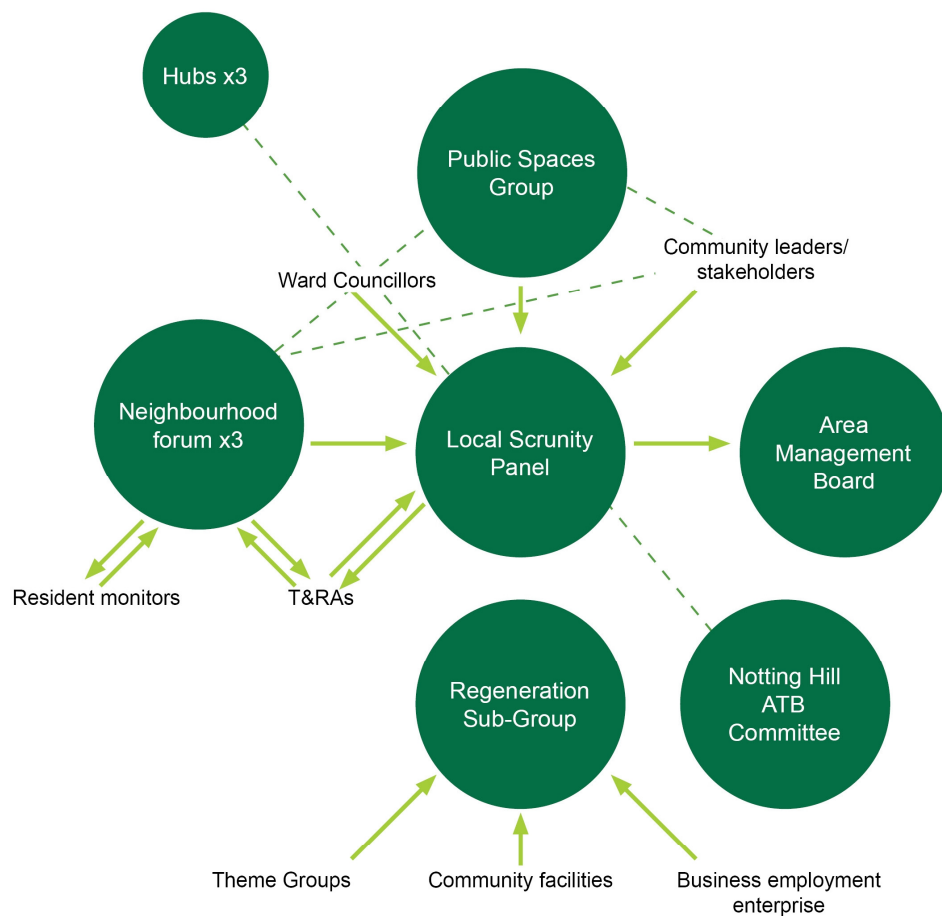
#### Staffing structure in place to manage tenancies

- 10.4.1.10 The Developer's tenancies will be managed by dedicated neighbourhood officers as set out in the Accountability section (10.4.2) below.

## 10.4.2 Accountability

### Accountability structures and how these are influenced by residents

10.4.2.1 The Developer will provide a suite of opportunities for residents to get involved in the management of their neighbourhood. This is set in the following diagram, and will include:





#### 10.4.2.2 Neighbourhood management teams and hubs

- A named neighbourhood officer based at the local hubs who will have responsibility and authority to resolve problems at a very local level. The structure of staffing arrangements for the neighbourhood management teams is set out in Section 10.4.3.
- Each neighbourhood officer will be responsible for providing a full range of individually tailored and personalised tenancy management services to approximately 150 tenants or leaseholders.

#### 10.4.2.3 Neighbourhood Forum

- A local forum for each of the three new Aylesbury neighbourhoods will be established for local residents to work with staff to drive improvements and oversee services being delivered in that neighbourhood.
- Represented at each of the Forums will be the neighbourhood Public Spaces Group and existing tenants and residents associations.

#### 10.4.2.4 Public Spaces Group

- This group will ensure that the Public Realm is effectively managed and maintained at a local level and in line with local needs and interests and the overall area management strategy.
- The group will be made up of local residents and supported by area management and Creation Trust staff.

#### 10.4.2.5 Regeneration Sub-Group

- A resident forum for discussing issues concerning the regeneration of the estate in depth, which reports to the Creation Trust Board.

#### 10.4.2.6 Local Scrutiny Panel

- The three new neighbourhood forums will feed into the Local Scrutiny Panel, providing residents with the opportunity to hold the Developer to account and 'scrutinise / challenge' its performance.

10.4.2.7 The Local Scrutiny Panel will enable comparison of performance across the three neighbourhood areas and allow residents to feed in suggestions on management and services to ensure all are striving to deliver high quality services consistently.

- The Local Scrutiny Panel will provide residents will an opportunity to ensure that the Project is on track and is being delivered as residents expect.
- The MCI Manager will provide feedback to the Steering Group from the Local Scrutiny Panel and advise on any changes to be delivered through the Implementation Group.
- Where possible the Local Scrutiny Panel will agree changes to local performance and practice with the neighbourhood managers responsible for each hub. Where necessary, the Local Scrutiny Panel will make recommendations for service improvements and provide a resident view on performance to the area management company.

10.4.2.8 Area Management Board

- This will be the governing board of the area management company that will run the neighbourhood hub offices.
- The link between the Local Scrutiny Panel and the area management company will provide insight into how residents are feeling about the services they are receiving and recommendations for improvement.

10.4.2.9 Altogether Better Committee

- A member of the Local Scrutiny Panel for the Development Area will sit on this sub-committee of the Developer's Group Board. Chairs of the Developer's five other Local Scrutiny Panels will also sit on this committee to ensure that good practice and learning is shared across the Developer's portfolio.

#### 10.4.2.10 Resident Monitors

- The role of the resident monitor is set out in Section 10.4.3 below (High Quality Management).

#### **Local accountability to Ward Councillors**

10.4.2.11 All local Councillors and community leaders will be invited to attend the Neighbourhood Forum meetings. There will also be spaces for Councillors and community leaders on the new Local Scrutiny Panel.

#### **Replicating and/or enhancing the diverse and engaging Aylesbury community**

10.4.2.12 The Developer will supplement and complement the work of the Creation Trust throughout the Walworth Community by making and maintaining close working relationships. This will include involving them in the work of the Delivery Teams and employing Community Connectors to work alongside the Creation Trust community team.

10.4.2.13 Through the delivery of the MCI Strategy (see Section 8) the Developer will focus on engaging with all parts of the community, including young people and older people, as well as those who have not previously engaged with the regeneration programme.

#### **Maximising and commissioning opportunities that benefit the community**

10.4.2.14 The Community Investment Project Manager will have overall responsibility for maximising and commissioning opportunities that benefit the community and will work with the team of Community Connectors that support each neighbourhood team and Creation Trust to deliver community benefit projects.

10.4.2.15 The Developer will also work with Creation Trust and the Regeneration Sub-Group to develop specific interest forums which will work across neighbourhoods to ensure that people from particular groups or with particular interests are heard and catered for in the way we provide services and adapt services over time.

- 10.4.2.16 The Developer will continue to support and encourage the development of local tenant and resident associations and to provide funds to help these to establish and run.

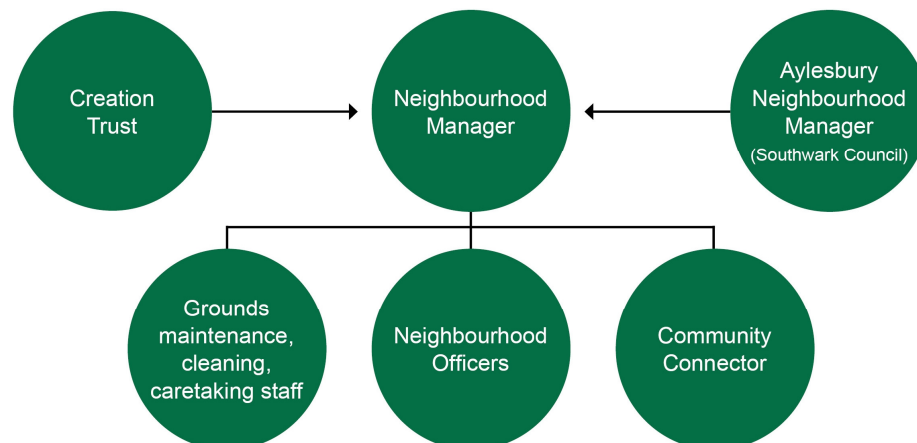
### **Reinvestment of finances generated from community initiatives into the community**

- 10.4.2.17 As set out in paragraph 10.3.2.4 the Developer will work with the Neighbourhood Forums to allocate an Aylesbury Estate specific programme of “community chest” awards, with each neighbourhood allocated a fund of around £20,000 per annum to invest in specific neighbourhood improvements or activities.
- 10.4.2.18 Local residents will be encouraged to develop proposals and see them through to delivery.
- 10.4.2.19 This programme will be administered and supported by the Community Connectors, whilst residents will be trained to assess applications, monitor delivery and evaluate the success of projects undertaken.

## **10.4.3 High quality management of housing**

### **Team structures and roles**

- 10.4.3.1 The new joint area management company and neighbourhood management hub structure will evolve as the regeneration process produces new homes for tenants of the Developer, and leaseholders of the Developer and of the Developer Partner (Barratt Homes).
- 10.4.3.2 As set out in Accountability (10.4.2) there will be three neighbourhood hubs in the re-development area, each with a structure as set out below:



10.4.3.3 The neighbourhood management team will be responsible to both the Area Management Board and the Neighbourhood Forum as set out in 10.4.2.

**Teams that will be supporting / working with the Council in transitional management**

10.4.3.4 During the mobilisation period the key contacts for the Council will be the:

- Regional Head of Housing
- Regeneration Project Manager who will focus on re-housing opportunities for tenants and leaseholders,
- Resident Involvement Manager who will lead on consultation.
- Community Investment Project Manager
- The first Community Connector.

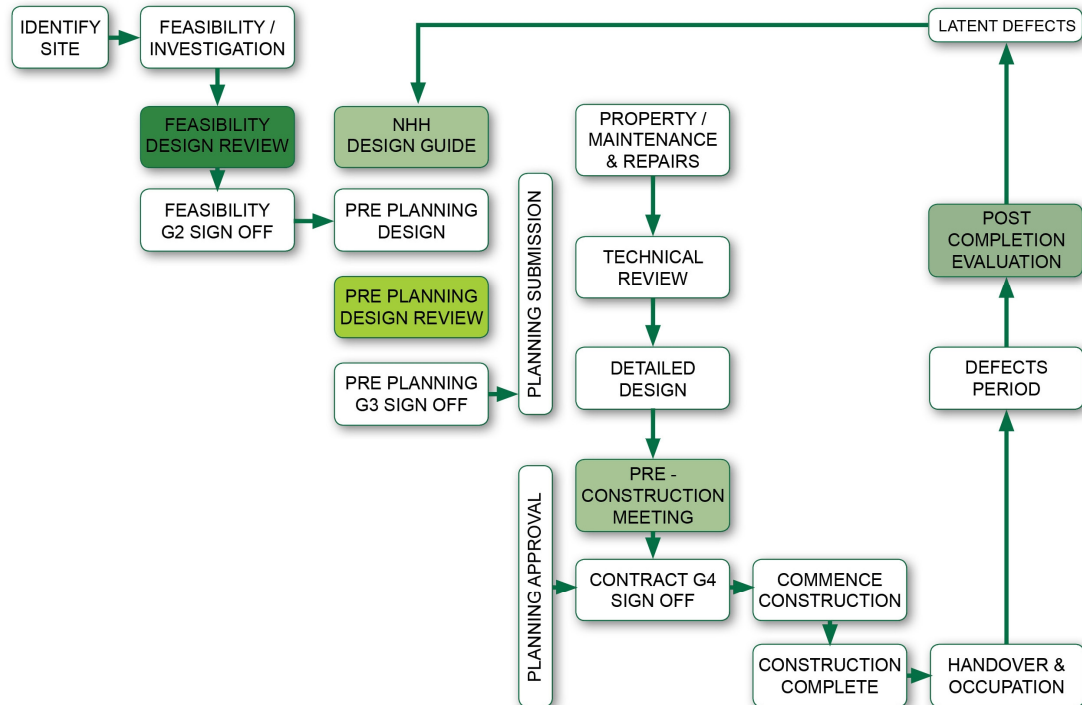
10.4.3.5 During the development of the First Development Site, the first neighbourhood officers will be recruited and a Hub established as part of the interim uses strategy on the First Development Site.

10.4.3.6 All these staff will work from the Aylesbury Estate on a hot desking basis as set out in the co-location strategy in section 2.5.2.

**Use of existing staff knowledge and tapping into quality control structures**

10.4.3.7 The quality of the homes, communal areas and public spaces will be assured through the early involvement of the Developer and BRAM management staff in the design and specification process prior to construction taking place.

10.4.3.8 The Master plan and detailed designs of the homes will go through a design review as set out in the diagram below:



## Defects management

- 10.4.3.9 The Developer will aim to achieve 95% of new homes passing a comprehensive Barratt Controlled Construction Quality Inspection first time.
- 10.4.3.10 The Developer will implement a defects management procedure to ensure it offers a prompt and effective response to any problem residents may have after moving into their new homes.
- 10.4.3.11 The neighbourhood officer will be the first point of contact for defects reporting, with all reported defects logged onto a central property database to allow for regular monitoring by the Developer and the consultant employer's agent.
- 10.4.3.12 All defects work will have clear turnaround and response times.

### **How customers will access frontline services and specific operational times in which services can be accessed**

- 10.4.3.13 Neighbourhood officers will be the first point of contact for all residents, be they tenants or leaseholders.
- 10.4.3.14 Each neighbourhood officer will be contactable by phone, email or face to face at the hub, or in their home.
- 10.4.3.15 The Hub will generally be open 08.00–18.00 Monday to Friday, but alternative / extended opening hours may be arranged.
- 10.4.3.16 General contact with the Hub will be through a website (as set out in Section 8) and an out of hours call centre emergency service.

### **Embedding learning from mistakes**

- 10.4.3.17 The Developer will carry out surveys of tenants and Shared Ownership leaseholders who move into new homes to learn from their experience of the process, and to seek feedback on the design and specification of their home as set out in KPI 2.1 in Section 14.
- 10.4.3.18 The Developer will also undertake post-completion evaluations of all new build projects, allowing housing, estate and asset management staff to feed their experience back into our design and specification of future homes.
- 10.4.3.19 The Developer will deliver a streamlined two-stage process for dealing with complaints which sees complaints being dealt with by housing officers and managers rather than a central team. See Annexure 10.4 for details of the Complaints Procedure.

### **Innovative / good practice communication methods with residents and gaining feedback**

- 10.4.3.20 The MCI Strategy (Section 8) describes the approach to communication across all audiences involved in the Project. The MCI Manager will work closely with the staff from the Council, the Developer and Creation Trust to understand communication requirements at a local level and adjust area wide communications accordingly. As set out in Section 8, all MCI activity will need to be approved through the MCI Delivery Team.

10.4.3.21 At the local neighbourhood hub level, communications will be managed through a range of methods. These are set out in full in Section 8, Annexure 8.1, but will include:

- Face to face contact
- Regular written updates to residents about their own home and tenancy
- Newsletters
- Local meetings and surgeries held in the local hub
- Website
- Specific interest forums

**Housing management standards / minimum standards – monitoring and sustaining**

10.4.3.22 The housing management service delivered to residents in the new neighbourhoods will be measured and evaluated through the Developers' Annual Standards review process.

10.4.3.23 The Developer uses residents to make up an annual report working group, which works with the Developer's resident involvement team to produce an annual standards report. This informs residents how the Developer has performed against the standards set by the Homes and Communities Agency as regulator.

10.4.3.24 The report reviews the full range of services delivered by the Developer including repairs, estate management, dealing with anti-social behaviour, complaints, tenancy management and resident involvement. The performance of the Local Scrutiny Panels and value for money is also examined.

10.4.3.25 For 2013/14, the five core standards were identified with minimum performance standard of 75%. These were:

- The offer of a good overall service from the Developer
- The Developer is easy to do business with
- The Developer will deal with residents' enquires effectively



- The Developer respond positively when residents have a problem or complaint
- The Developer will listen to residents views and respond to them

10.4.3.26 Bespoke standards may also be set and measured for specific tenure types.

#### **Use of various tenancies**

10.4.3.27 The Developer will issue all existing Aylesbury tenants Permanent Assured Tenancies whether they move on within the Development Area or elsewhere within the Developer's stock.

10.4.3.28 Tenants nominated by the Council to one of the Developer's homes in the new neighbourhoods, who were not previously resident on the Aylesbury Estate, will be offered a Probationary Assured Shorthold Tenancy for 12 months at Target Rent. This will be followed by an assured (non-shorthold) tenancy subject to satisfactory completion of the 12 month period.

#### **Consistency across tenure management**

10.4.3.29 All local housing and estate management services will be provided to each of the three new neighbourhoods from a neighbourhood office in each area. This will include services to any commercial tenants and cover the full range of landlord services, such as leasehold and tenancy management, maintenance, ground work and caretaking services.

10.4.3.30 High quality management of these services will be provided by the new area management company, which will be established as part of the Project implementation plan.

10.4.3.31 All staff and buildings will be clearly identifiable by corporate branding.

#### **Cross management of tenures – defining clearly who will manage what**

10.4.3.32 The new area management company will be responsible for delivering all property and area management services and will own the overall delivery plan for these services.

10.4.3.33 The company will provide public reports both for the area wide services and for individual neighbourhood services so that residents can see their relative service outcomes and costs.

- 10.4.3.34 As set out in accountability structures there will be tenure blind neighbourhood officers, each managing a patch of approximately 150 tenants or leaseholders.
- 10.4.3.35 By approaching service in this way, the new company will be able to achieve best value for money as well as making sure that services are seamless – with no debates about boundaries between neighbourhoods or tenures.

### **Monitoring and resident inspections**

- 10.4.3.36 The new area management company approach will provide direct local monitoring and reporting on service delivery, to identify and resolve problems, and implemented without delay. This monitoring regime will cover the full range of management and maintenance services.
- 10.4.3.37 The neighbourhood officers will, in conjunction with Creation Trust, identify residents who want to become Resident Monitors. These Resident Monitors will participate in reviewing the performance of contractors providing estate management services such as cleaning and gardening. Resident Monitors will have online access to submit reports on their findings, can participate in annual satisfaction surveys on service delivery, and submit bids for minor improvement works in their neighbourhood.

### **Improving services for tenants**

- 10.4.3.38 The Developer's dedicated service improvement team will constantly monitor the effectiveness of the Developer's policies and procedures, and amend them as appropriate following feedback.
- 10.4.3.39 The Developer will undertake a general satisfaction survey of 200 residents once a month, which consists of twenty questions around service delivery standards.
- 10.4.3.40 The Developer will also undertake a weekly repairs satisfaction survey of 60-70 residents who have had a recent repair.
- 10.4.3.41 Both surveys will be carried out over the phone by an independent company.

## 10.5 Non-adopted shared spaces

### 10.5.1 Background

- 10.5.1.1 The land around the new buildings that is not attached to a particular building as a private or semi-private garden, will be accessible to the public – it is described in this Business Plan generally as Public Realm.
- 10.5.1.2 The Public Realm will consist of:
- Highways – Carriageways and Footways – this will include some new public squares that will be adopted by the Council (see plan in Section 7).
  - Non-adopted Shared Spaces (NASS) – play areas, small parks, community gardens and other similar spaces (see plan in Section 7).
- 10.5.1.3 The whole Public Realm will need to be effectively managed and co-ordinated with the management of the housing and commercial spaces.
- 10.5.1.4 The management and maintenance of Non-adopted Shared Spaces is an ideal opportunity to engage estate residents with their neighbourhood community.
- 10.5.1.5 Open spaces and gardens are a priority for many Aylesbury residents. At the current time areas such as the allotments provide opportunities for residents to meet and socialise with each other but the intention of this Project is that the Non-adopted Shared Spaces will generate employment and training opportunities as well.

### 10.5.2 Key principles

- 10.5.2.1 The Council will be responsible for the management and maintenance of the adopted Highways and public adopted squares.
- 10.5.2.2 The Developer will be responsible for the management and maintenance of the Non-adopted Shared Spaces (NASS) under the terms of the NASS Lease (as referred to in the DPA Schedule 10 clause 1.7) that will be agreed as part of the Plot Implementation Plan for the first adjoining Plot and granted to a wholly owned subsidiary of the Developer (the NASS Manager).

- 10.5.2.3 The Developer will ensure that the NASS are effectively managed and maintained.
- 10.5.2.4 The Developer and the Council will work together to ensure that there is community engagement in the NASS. Initially this will be through resident involvement in governance but with a view to establishing a structure that will enable these spaces to be leased and managed by an independent NASS Manager (a community based organisation) in the future.
- 10.5.2.5 The NASS should be fully accessible to the community with a clearly identified use for community benefit not directly associated with one particular building or highway.
- 10.5.2.6 The NASS and the designs proposed for each area are set out in Section 7 of this Business Plan. This includes detailed designs for spaces within First Development Site.
- 10.5.2.7 The NASS should offer a diverse provision of facilities to meet local need demonstrated through local consultation. This should support Council planning objective in ensuring access to open space for all residents.
- 10.5.2.8 The Developer will apply the same principles in terms of management to the NASS as it does for the residential blocks. This will include:
- An on site management base and presence
  - A contact / programme for defects after handover
  - ASB / Nuisance Behaviour strategies, practice and implementation.
- 10.5.2.10 The maintenance and renewal of the NASS will be funded through a ring fenced income stream from the ground rents payable on the private and Shared Ownership and Shared Equity Residential Units. All ground rents will be put into one 'pot' to cover all costs relating to the NASS throughout the Development Area.
- 10.5.2.11 The Developer will maintain a separate NASS Business Plan and financial management arrangements for the NASS and the initial draft income and expenditure is set out in Annexure 10.5. This includes estimated maintenance and renewal budgets for 20 years for these areas.

- 10.5.2.12 The NASS Business Plan will be subject to agreement annually by the Steering Group.

### 10.5.3 Business Plan Specification

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10.5 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

19. The Council and the Developer agree the ring fencing of income from ground rents received from any Units for the maintenance, renewal and management of all Non-Adopted Shared Space at the Development Area.

- 10.5.3.1 The Heads of Terms for the draft NASS lease are as follows:

<b>Landlord</b>	The Council
<b>Tenant</b>	The Developer or a wholly owned subsidiary company
<b>Term</b>	250 years
<b>Options to break</b>	Landlord only after 10 <sup>th</sup> year on 12 months notice
<b>Premium/Rent</b>	No premium Peppercorn rent without reviews
<b>User</b>	Park or outdoor community facility
<b>Repairs and maintenance</b>	Tenant obligations to clean, repair and maintain landscaping and structure based on Housing response times and the Council's parks and open spaces management standards (see Annexure 10.6). Standards to be approved by the Steering Group to ensure consistency with other provisions within the borough.
<b>Renewal of landscaping, facilities and structures</b>	Tenant will renew on cyclical basis on an agreed life cycle appropriate for facilities.
<b>Review of appropriateness of landscaping and facilities</b>	Tenant will carry out regular review of landscaping and facilities to ensure that they still meet community need and report to Steering Group with recommendations for any replacement.
<b>Insurance</b>	Tenant to insure
<b>Alienation</b>	Landlords consent required for assignment and subletting at its absolute discretion.
<b>Landlord and Tenant Act Provisions</b>	Contracted out of the provisions of the Landlord and Tenant Act 1954.

- 10.5.3.2 Ground rents to be collected by Developer and held in a separate account. Any ground rents not required by the NASS Manager for annual maintenance or renewal of the NASS or for ensuring a sinking fund was maintained in line with the agreed NASS Business Plan would be paid to the Council at the end of each accounting year unless the Council agrees otherwise.
- 10.5.3.3 In the event that leaseholders are successful in acquiring the freehold in their units through enfranchisement the consideration paid by the leaseholders in respect of the Council's freehold interest and the Developers long leasehold interest would be paid to the Council and invested in an account with interest utilised in the same way as the ground rental income.

## **10.5.4 Delivery Mechanism**

### **Ownership and governance of NASS**

- 10.5.4.1 The management and maintenance of NASS will be overseen initially by a sub-group of the Developer's area management company called the Public Spaces Group (final name to be agreed).
- 10.5.4.2 The Public Spaces Group will ensure that the NASS are effectively managed and maintained at a local level and in line with the overall area management strategy and in line with local needs and interests.
- 10.5.4.3 The Public Spaces Group will be the accountable body for the NASS Manager (provisionally called the Open Space Land Management Company - OSLMC) a new wholly owned subsidiary of the Developer.
- 10.5.4.4 The Public Spaces Group will be directly linked to the three Neighbourhood Forums and the new Local Scrutiny Panel, and supported by the area management staff. The neighbourhood officers, Community Connectors and Creation Trust will be able to signpost residents to opportunities to be involved in the Public Spaces Group. The Public Spaces Group will be set up and operating before any NASS Lease is granted.
- 10.5.4.5 The OSLMC will have a Board which will include Council officers, the Developer's neighbourhood officers and residents.

- 10.5.4.6 The OSLMC Board will meet quarterly to review the NASS Business Plan, agree budgets and make any necessary decisions. However the NASS Business Plan will be subject to agreement as set out in paragraph 10.2.4.10 above.
- 10.5.4.7 The OSLMC accounts will be managed and prepared by the Developer's finance team and will be audited every year along with the Developer's regular accounts.
- 10.5.4.8 The objectives of the OSLMC will include employment and training and community development commitments to be delivered through the management of the NASS.
- 10.5.4.9 The Public Spaces Group will consider whether these spaces would benefit from the establishment of a community land trust or similar vehicle and a report will be prepared by the Developer for the Steering Group's consideration. This would only be taken forward on the basis that the proposal had community support and can be proved to be an effective way of delivering the NASS Business Plan.
- 10.5.4.10 The Public Spaces Group will be set up from the outset of the Project in July 2014. Residents who sit on this group will be involved in developing the Business Plan for the NASS and will work with the Developer's landscape architects on the design and specification of the spaces. If required the Developer will provide training for the members of this group so they can fully participate.
- 10.5.4.11 The Steering Group will take into account local consultation processes and feedback through the Neighbourhood Forums and the Local Scrutiny Panel – and through consultation with wider stakeholder groups such as Creation Trust and the Regeneration Sub-Group in making decisions about the investment in the maintenance and management of the NASS.
- 10.5.4.12 There will be a series of public consultations which will include consultation on the open spaces. Consultation around open spaces will explore residents' aspirations for MUGAs, play areas and other ideas that supplement facilities in Burgess Park and ensure that amenities which are currently well used are re-provided in the new neighbourhoods.

- 10.5.4.13 Maintenance of NASS will be managed as locally as possible with landscape teams working closely with housing staff and residents in each area and developing personal accountability for the service they provide.

#### **Financial management of the income stream**

- 10.5.4.14 The Developer and the OSLMC will agree the NASS Business Plan and then present this firstly to the Public Spaces Group and then the Steering Group for approval, at least 12 months prior to the grant of the first NASS Lease.
- 10.5.4.15 Annual accounts will be drawn up by an independent accountant and these will form part of the Developer's accounts as the management company will be a wholly owned subsidiary of the Developer.
- 10.5.4.16 Proposals for new facilities will be first agreed by the agreed the OSLMC board, then signed off by the Area Management Board and finally approved by the Steering Group before any commitment is made to expenditure.
- 10.5.4.17 Income/expenditure accounts for the NASS will be published so that residents can see how their funds are spent.

#### **Maintaining standards**

- 10.5.4.18 The NASS will be overseen by the Public Spaces Group initially and the Board of the OSLMC bringing together a mixture of the Developer / BRAM / Council staff and residents to ensure that good standards of maintenance and renewal are sustained in line with other facilities in the borough.
- 10.5.4.19 For "day to day" maintenance and care, the Developer will employ local teams within each of the three neighbourhood hubs. Ideally, staff will be people who live in the local area and who have a natural instinct to take care of their environment. The Developer will work with Creation Trust and other stakeholders to identify people with appropriate skills and support/encourage them (including providing training / work experience with existing partners on sites across London) to be successful in taking up these opportunities.
- 10.5.4.20 Staff will be liveried with the area management company brand so that they provide a significant and visible site presence and they will carry out regular daily cleaning, litter picking, dog mess clearance, shrub maintenance, and safety checks. They will operate a repair response similar to that for



residents within their own homes with a scaling of emergency, urgent and routine repairs.

- 10.5.4.21 Residents in each neighbourhood will have access to an online “notice board” (as well as physical boards and a communal area in the local hub) through which they can see information about things that are important or useful in the common parts. This might include cleaning and gardening schedules, useful phone numbers, reported and completed repairs and safety advice.

# **Section 11**

## **Implementation**

### **Master Plan (IMP)**

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11.2	Project Programme
11.3	Schedule of Demolition
11.4	Development Area Demolition Diagram
11.5	Phasing Schedule
11.6	Development Area Plot Plan / Phasing Diagram

## 11.1 Background

- 11.1.1 The Implementation Master Plan (IMP) sets out the Project delivery across the Development Period.
- 11.1.2 The IMP includes the First Development Site and the Development Area and sets out the interface between land assembly and development.
- 11.1.3 The IMP is set out across the following documents:
- Re-housing model
  - Project Programme
  - Schedule of Demolition, supported by a Demolition Diagram
  - Phasing Schedule, supported by a Phasing and Plot Plan

## 11.2 Key Principles

- 11.2.1 There are no Key Principles set out in this section; refer to Sections 4 and 5 for Key Principles and Delivery Mechanisms relevant to Project delivery.

## 11.3 Business Plan Specification

### 11.3.1 Re-housing model

- 11.3.1.1 The re-housing model sets out the demand and supply (when and where residents will be re-housed).
- 11.3.1.2 Re-housing model Annexure 11.1.

### 11.3.2 Project Programme

- 11.3.2.1 The Project Programme Annexure 11.2 sets out agreed project delivery dates for:
- Re-housing
  - CPO
  - Planning
  - Demolition
  - Development
- 11.3.2.2 Phases and Plots set out in the Project Programme are also set out in the schedules, plans and diagram below.

### 11.3.3 Schedule of Demolition

- 11.3.3.1 The Schedule of Demolition Annexure 11.3 sets out the phasing sequence for demolition to release development Plots, including and demolition of the existing blocks, with associated services disconnections, and decommissioning of the existing District Heating System (DHS).
- 11.3.3.2 Only the extent of services disconnections related to Above Ground Demolition is identified in the Schedule of Demolition and in the Demolition diagram. Below ground services disconnections and diversions are identified in the Phasing Schedule below as part of the development works. For further information, refer to Business Plan Section 4 Implementation Strategy – Land Assembly.

11.3.3.3 Demolition diagram for Development Area Annexure 11.4 sets out:

- existing blocks, numbered
- Phases
- demolition stages

## 11.3.4 Phasing Schedule

11.3.4.1 The Phasing Schedule Annexure 11.5 sets out the phasing of the delivery of the Development area across Phases and Plots.

- there are 4 Phases
- within each Phase are Plots, which are sub divided into Sub-Plots. (Phases and Plots broadly map onto the AAAP phases and sites, but there is deviation from the AAAP to reflect practical delivery and the master plan proposals.)
- each Plot comprises the delivery of buildings and infrastructure works as follows:
  - Plot related Public Realm works delivered under S106/278 agreement
  - related services/ utilities disconnections and installations
  - Plot related non-adopted shared open space
  - Plot related private community gardens
  - any other Plot related infrastructure
- the 'stages' set out, correspond to delivery of services works, serving a parcel of Plots within a Phase.
- planning application parcels, correspond to parcels of Plots which will taken forward as planning application.

11.3.4.2 The Phasing schedule also sets out the master plan design proposal on a Plot by Plot basis. This includes the accommodation provision, density, specialist accommodation, infrastructure works including public realm and services.

11.3.4.3 The Phasing Schedule also sets out key dates, including the date for submission of the Plot Implementation Plan at Schedule 11 of the DPA.

11.3.4.4 The Plot Plan Annexure 11.6 supports the Phasing Schedule, and sets out in diagram form:

- Phases
- Plots (blue line, including area of infrastructure works)
- Sub-Plots
- stages
- Plot leases (red line)

# Section 13

## Risk Log



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13.1	Risk Log
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## 13.1 Background

- 13.1.1 The risk log sets out the key risks to delivery of the Project, which are then graded both by impact and by probability and given a risk index as appropriate. Each risk also sets out the owner of the risk, and the agreed mitigation which both Council and the Developer will take if and where appropriate.
- 13.1.2 Delivery Teams may from time to time also hold individual risk logs for specific aspects of the Project. Where these are held it is expected that the key strategic risks will also be considered on this main risk log for the Project.

## 13.2 Key Principles

- 13.2.1 It is intended that the risk log will be a live document and updated regularly throughout the Project.

## 13.3 Business Plan Specification

- 13.3.1 A risk log setting out the key risks associated with the Project will be maintained by the Developer over the Development Period. This will include recommended mitigation actions for both the Council and Developer as appropriate.
- 13.3.2 The risk log will be reviewed annually as part of the Steering Group's Business Plan Review Meeting. The Steering Group will consider individual risks by exception at other meetings throughout the Project.

## 13.4 Delivery Mechanism

### 3.4.1 Risk Log

3.4.1.1 The risk log, at Annexure 13.1, will consider risks under the following headings:

- First Development Site to start of construction, including:
  - i. Planning
  - ii. Vacant Possession (buildings)
  - iii. Site clearance
- Programme
  - iv. Viability/Pre-Plot draw down – sales and marketing
  - v. Land assembly
  - vi. Planning
  - vii. Programme and individual Plot viability
  - viii. General programme risks
  - ix. Long term regeneration requirements

# **Section 14**

## **Key Performance Indicators (KPIs)**

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## 14.1 Background

14.1.1 The Council intends that the Developer is positively incentivised to achieve high levels of performance in delivering obligations set out within the DPA and the Business Plan.

14.1.2 The Key Performance Indicators regime is structured to include:

- Partnership Performance – the agreed approach for measuring and tracking the partnership's performance in terms of the agreed Objective of achieving regeneration of the Development Area.
- Developer Performance – the approach to assessing the performance of the Developer.
- Incentive Fund Payment calculation – the agreed approach to calculating and paying the incentive payment to the Developer, based on its performance as set out in paragraph 14.4.

14.1.3 Only the Developer Performance not the Partnership Performance will impact on the payment of the Incentive Fund Payment.

## 14.2 Key principles

14.2.1 The Council and the Developer agree that the overall objective of the KPI regime is to:

- Positively incentivise the Developer to achieve the target levels of performance set out within the Development Partnership Agreement (DPA) (including the Business Plan).
- Incentivise the Developer to go further and exceed the targets and deliver excellent performance.
- Provide a clear review process for monitoring the overall performance of the Project in terms of delivering the overall Objective set out in clause 2.1 of the DPA and the wider regeneration benefits (DPA Clauses 2.2-2.4).

14.2.2 The performance indicators are intended to monitor effectively both

- the performance of the Council and the Developer (the Parties) in terms of the regeneration outcomes from the delivery of the Project.
- the performance of the Developer in terms of delivering its contractual obligations under the terms of the DPA.

## 14.3 Partnership performance

- 14.3.1 Set out below is the agreed approach for measuring and tracking the Parties performance in terms of the agreed mutual objective of achieving regeneration of the Development Area.
- 14.3.2 The DPA (Clause 2.1) states that the Objective for the Development is the wholesale regeneration of the Development Area before the expiry of the Development Period, maximising value for both the Council and the Developer whilst using any public sector investment efficiently and achieving the Minimum Requirements. The regeneration will include the construction of new high quality mixed tenure homes, community and commercial space and public realm and the delivery of a range of community and economic benefits that will support the well-being of existing and new residents.
- 14.3.3 The DPA also includes a mechanism whereby the Steering Group will review performance against this Objective.
- 14.3.4 This will be achieved by the monitoring of a set of Partnership Performance Indicators that will enable the Steering Group to review effectively whether or not the Objective is being met.
- 14.3.5 The draft Partnership Performance Indicators are set out below:
1. % residents satisfied with neighbourhood as a place to live
  2. % residents feeling part of the local community
  3. % residents who have achieved employment during the regeneration period and within the local area
  4. % of NEET young people supported in employment, training or further education each year
  5. % residents feeling healthier than previous
  6. % residents feeling safe walking around after dark
- 14.3.6 These indicators will be reviewed by the Steering Group within 6 months of the completion of the DPA.



- 14.3.7 The Developer will appoint a independent benchmarking consultant at its own cost who will produce a report to the Steering Group setting out whether these indicators are appropriate. They will also advise whether there are other more relevant indicators that could be used. Based on this advice the Steering Group will agree the Partnership Performance Indicators.

### Data collection

- 14.3.8 The Developer will be responsible for ensuring that all the data required to monitor each of the agreed indicators is collected including the initial partnership performance data.
- 14.3.9 The Council already collects the following data and this can be used as part of the KPI monitoring process.

Type of data	Collected / Held by	Frequency
Council Reputation Tracker (range of satisfaction measures)	Council	Quarterly
<ul style="list-style-type: none"> <li>- Working age employment rate</li> <li>- JSA claimant rate</li> <li>- Out of work benefit claimant count as proportion of working age population</li> <li>- Apprenticeship starts &amp; completion rate (age 16-18 and 19-24)</li> <li>- Proportion of working age population with qualification</li> <li>- Out of work benefit claimants</li> <li>- Median wages</li> <li>- Employment distribution by industry</li> <li>- Distribution of business by sector</li> <li>- Number of enterprises (by type) since 2010</li> </ul>	Council - Local Economy Team	Various
NEET statistics	Central Government - Department for Education Council – Children's Services	

- 14.3.10 The Developer will also take advice on ease/sources for data collection from the independent benchmarking consultant and this will be included in the Steering Group review.
- 14.3.11 The Council and the Developer will work together to ensure that an agreed set of Partnership Performance Indicators with agreed initial

partnership performance data are in place within 12 months from the completion of the DPA.

### **Tracking**

- 14.3.12 The Partnership Performance Indicators are shared targets. In the event that progress against the Partnership Performance Indicators is not as expected, the Council would expect the Steering Group, as part of their review of progress against the Objective, to discuss how best to respond.
- 14.3.13 Improving performance against the Partnership Performance Indicators would be a joint commitment and the Council would require the Developer to provide assistance where appropriate. In some cases, this may involve the Council and Developer seeking to work with, or influence other partners to tackle issues that are outside of their control.

### **Review of indicators**

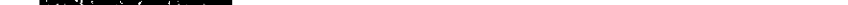
- 14.3.14 The agreed Partnership Performance Indicators will be reviewed annually on the anniversary of the completion of the DPA to ensure that they are still appropriate. As the Project is delivered, some indicators may not be relevant anymore and the Parties will consider whether these should be revised or replaced with more appropriate indicators. This will be an agenda item at the annual Steering Group meeting where the Business Plan and performance against the KPIs is reviewed.

## 14.4 Developer performance

### 14.4.1 Themes

[illegible]

### 14.4.2 Data collection



[REDACTED]

### 14.4.3 Review of Developer Performance Indicators

[REDACTED]

[REDACTED]

### 14.4.4 Incentive Payment calculation

[REDACTED]

[REDACTED]

[REDACTED]

14.4.4.4 [REDACTED]

[REDACTED]

#### 14.4.5 Incentive Fund apportionment

[REDACTED]

[REDACTED]

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#### 14.4.6 Threshold requirements

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Table 1: Developer KPI Matrix

First period

Year 1 (2014) until six months after Practical Completion all the Residential Units on the first Sub-Plot on the First Development Site

KPI theme	Indicator and weighting	Indicators	Performance
Theme 2 Timely and well-managed delivery	3.1 25%	Programme Indicator Developer provides re-housing options to support Council in achieving vacant possession	<b>Baseline</b> No baseline, target must be achieved for any Incentive Fund Payment to be made..
			<b>Agreed target</b> 115 shared equity homes to be offered for Aylesbury resident leaseholders 142 target rent homes to be offered off site to Aylesbury tenants
			<b>Excellent performance</b> Agreed target plus 10%
Theme 4 Providing local socio-economic benefits	4.1 25%	Threshold indicator Programme Indicator Developer supports community and economic well being	<b>Baseline</b> 2 FTE posts to support delivery of economic and community well-being
			<b>Agreed target</b> 4 FTE posts to support delivery of economic and community well-being
			<b>Excellent performance</b> 5 FTE posts to support delivery of economic and community well-being



KPI theme	Indicator and weighting	Indicators	Performance
Threshold indicators are those where the baseline must be achieved for any Incentive Fund payments to be made)			

	Baseline	Agreed target	Excellent performance
a)	18	21	23
b)	6	9	11
c)	10	13	15

#### Theme 4

##### Providing local socio-economic benefits

#### Threshold indicator

4.2

Plot indicator

25%

Developer provides employment and training opportunities through construction and other opportunities.

a) number of unemployed Southwark residents supported into employment and sustained in work for 6 months, via training or job brokerage per 10,000m<sup>2</sup> GIA

b) number of apprenticeships or equivalent traineeships at level 2 or above per 10,000m<sup>2</sup> GIA

c) number of Southwark residents receiving pre or post employment training per 10,000m<sup>2</sup> GIA

#### Baseline

10% Aylesbury residents across all tenures have been actively involved in the regeneration programme (active involvement defined as (i) attending an event, (ii) participating in employment opportunity, (iii) participating in design consultation

**Agreed target** 12%

**Excellent performance** 15%

#### Theme 5

##### Working in partnership

#### Programme indicator

Residents actively involved in regeneration and other community activities

5.1

25%



Table 2: Developer KPI Matrix

Second period

For period following six months after Practical Completion all the Residential Units on the first Sub-Plot on the First Development Site

KPI theme	Indicator ref and weighting	Indicators Threshold indicators are those where the baseline must be achieved for any Incentive Fund payments to be made)	Performance
Theme 1 A stable community.			<b>Baseline</b> Of the houses and maisonettes provided each year, 40% will be affordable. Of the park frontage Residential Units provided each year 30% will be affordable (or tenures evenly distributed across the development plot where no park frontage)
		Plot Indicator	<b>Agreed target</b> Of the houses and maisonette provided each year, 50% will be affordable Of the park frontage Residential Units provided each year 40% will be affordable (or tenures evenly distributed across the development plot where no park frontage)
		Developer delivers mixed tenure Residential Units across a range of dwelling types well integrated across Plots	<b>Excellent performance</b> Of the houses and maisonettes provided each year, 60% will be affordable Of the park frontage Residential Units provided each year 50% will be affordable (or tenures evenly distributed across the development plot where no park frontage)
			<b>Baseline</b> 80% residents satisfied with their new Residential Unit provided by the Developer
Theme 2 Well designed and maintained neighbourhood	2.1 12.5%	Plot Indicator Percentage of residents satisfied with their new home provided by the Developer	

KPI theme	Indicator ref and weighting	Indicators Threshold indicators are those where the baseline must be achieved for any Incentive Fund payments to be made)	Performance
			<p><b>Agreed target</b></p> <p>90% residents satisfied with their new Residential Unit provided by the Developer</p> <p><b>Excellent performance</b></p> <p>100% residents satisfied with their new Residential Unit provided by the Developer</p>
			<p><b>Baseline</b></p> <p>75% Developer's residents in the Development Area satisfied overall with the quality of services provided by their landlord.</p> <p><b>Agreed target</b></p> <p>80% Developer's residents in the Development Area satisfied overall with the quality of services provided by their landlord</p> <p><b>Excellent performance</b></p> <p>85% Developer's residents in the Development Area satisfied overall with the quality of services provided by their landlord</p>
			<p><b>Baseline</b></p> <p>No baseline, target must be achieved for any Incentive Fund Payment to be made..</p> <p><b>Agreed target</b></p> <p>115 Shared Equity Residential Units to be offered for Aylesbury Longstanding Resident Leaseholders</p> <p>142 Target Rent Residential Units to be offered off site to Aylesbury tenants</p>
Theme 2 Well designed and maintained neighbourhood	2.2 12.5%	<p><b>Threshold indicator</b></p> <p>Programme Indicator Developer delivers high quality area management services.</p>	
Theme 2 Timely and well-managed delivery	3.1 12.5%	<p>Programme Indicator Developer provides re-housing options to support Council in achieving vacant possession</p>	

KPI theme	Indicator ref. and weighting	Indicators Threshold indicators are those where the baseline must be achieved for any incentive Fund payments to be made)	Performance
Theme 3 Timely and well-managed delivery	3.2 12.5%	Plot Indicator Developer completes construction in line with agreed Milestones and Phasing Schedule	<b>Excellent performance</b> Agreed target plus 10%
			<b>Baseline</b> Developer achieves Practical Completion of construction of new Residential Units achieved in line with agreed Milestones and Phasing Schedule (measured annually)
			<b>Agreed target</b> Developer achieves Practical Completion of construction of new Residential Units achieved in line with agreed Milestones and Phasing Schedule (measured annually)
			<b>Excellent performance</b> Developer achieves Practical Completion of construction of new Residential Units achieved in line with agreed Milestones and Phasing Schedule (measured annually)
Theme 4 Providing local socio-economic benefits	4.1 12.5%	Threshold indicator Programme Indicator Developer supports community and economic well being	<b>Baseline</b> 2 FTE posts to support delivery of economic and community well-being activities
			<b>Agreed target</b> 4 FTE posts to support delivery of economic and community well-being activities
			<b>Excellent performance</b> 5 FTE posts to support delivery of economic and community well-being activities



KPI theme	Indicator ref. and weighting	Indicators Threshold indicators are those where the baseline must be achieved for any Incentive Fund payments to be made)	Performance																
<b>Theme 4</b> <b>Providing local socio-economic benefits</b>	4.2 12.5%	<b>Threshold indicator</b> Plot Indicator Developer provides employment and training opportunities through construction and other opportunities	<table border="1"> <thead> <tr> <th></th><th>Baseline</th><th>Agreed target</th><th>Excellent performance</th></tr> </thead> <tbody> <tr> <td>a)</td><td>18</td><td>21</td><td>23</td></tr> <tr> <td>b)</td><td>6</td><td>9</td><td>11</td></tr> <tr> <td>c)</td><td>10</td><td>13</td><td>15</td></tr> </tbody> </table> <p>a) number of unemployed Southwark residents supported into employment and sustained in work for 6 months, via training or job brokerage per 10,000m<sup>2</sup> GIA</p> <p>b) number of apprenticeships or equivalent traineeships at level 2 or above per 10,000m<sup>2</sup> GIA</p> <p>c) number of Southwark residents receiving pre or post employment training per 10,000m<sup>2</sup> GIA</p> <p><b>Baseline</b></p> <p>10% Aylesbury residents across all tenures have been actively involved in the regeneration programme (active involvement defined as (i) attending an event, (ii) participating in employment opportunity, (iii) participating in design consultation</p> <p><b>Agreed target</b> 12%</p> <p><b>Excellent performance</b> 15%</p>		Baseline	Agreed target	Excellent performance	a)	18	21	23	b)	6	9	11	c)	10	13	15
	Baseline	Agreed target	Excellent performance																
a)	18	21	23																
b)	6	9	11																
c)	10	13	15																
<b>Theme 5</b> <b>Working in partnership</b>	5.1 12.5%	<b>Programme Indicator</b> Residents actively involved in regeneration and other community activities																	

**Table 3 Incentive Fund payments – Initial period – Example only**

- All four Indicators equally weighted
- Maximum Incentive Payment of £100,000 based on total overage available each year of £1m
- Assumes overage is payable in equal instalments over each year
- Example given in Year 4 is where the Developer fails to meet the baseline on indicator 4.1 and so no Incentive Fund Payment is due.

Indicators	Total potential incentive payment	Yr 1 Score	Yr 1 payment	Yr 2 Score	Yr 2 Payment	Yr 3 Score	Yr 3 Payment	Yr 4 Score	Yr 4 Payment
3.1	25% x £100,000	80%	£20,000	80%	£20,000	100%	£25,000	80%	£0
4.1	25% x £100,000	80%	£20,000	80%	£20,000	100%	£25,000	0%	£0
4.2	25% x £100,000	50%	£12,500	80%	£20,000	50%	£12,500	80%	£0
5.1	25% x £100,000	100%	£25,000	80%	£20,000	80%	£20,000	50%	£0
<b>Total incentive payment to Developer</b>			£77,500		£80,000		£82,500		£0
<b>Total payment to Southwark</b>			£22,500		£20,000		£17,500		£100,000

## **NOTES**

### **Data collection, analysis and reporting**

## **Indicator 1.1 A Stable Community**

This indicator measures the Developer's performance in respect of the provision of mixed tenure Residential Units across a range of dwelling types, well integrated across each plot

### **Agreed Measures**

Baseline:	Of the houses and maisonettes provided each year, 40% will be affordable.  Where park frontage dwellings provided in a year, 30% will be affordable and tenures evenly distributed across the development plot where no there is no park frontage.
Agreed target:	Of the houses and maisonette provided each year, 50% will be affordable  Where park frontage dwellings provided in a year, 40% will be affordable and tenures evenly distributed across the development plot where no there is no park frontage.
Excellent performance:	Of the houses and maisonettes provided each year, 60% will be affordable  Where park frontage dwellings provided in a year, 50% will be affordable and tenures evenly distributed across the development plot where no there is no park frontage

### **Assumptions**

The Developer will provide a schedule of accommodation of the as-built development as at Practical Completion (PC), along with plan diagram and axonometric block diagram (or similar) of the residential units within the Plot, colour coded to show tenures per unit and cross referenced to PC dates.

The data will cover the areas of development achieving PC within the preceding year from the point of the data collection.

### **Data collection**

The data will be collected by the Developer.

## **Analysis**

Percentage of affordable houses and maisonettes will be compared to the Accommodation mix set out in Section 7.2 and the tenure mix across each Plot from Phase 2 onwards compared to the axonometric block diagram for the First Development Site set out in Section 7 by the Implementation Group.

## **Reporting**

The performance of the Developer will be agreed by the Implementation Group and reported to the Steering Group.



## **Indicator 2.1 Residents satisfied with their new home**

This indicator measures the Developer's performance in respect of the percentage of residents moving to new Residential Units within the Development Area who are satisfied with their new home.

### **Agreed measures**

Baseline:	80% residents satisfied with their new home
Agreed target:	90% residents satisfied with their new home
Excellent performance:	100% residents satisfied with their new home

### **Assumptions**

The Developer will prepare a questionnaire which will include the five questions set out below; the questionnaire will present tick-box scoring range as set out below.

All residents moving into new Residential Units within any one year will be issued with the questionnaire. Follow-up visits will be made to encourage residents to participate in the questionnaire.

The Developer will provide a minimum of 70% completed questionnaires out of the total number of residents moving to new Residential Units in that year.

### Questions

- How satisfied were you with the information that Notting Hill Housing provided you with about your new home before you moved in?
- How satisfied were you with the home tour?
- When you first moved in, how satisfied were you with the condition of your new home?
- How good was the information to enable you to operate the controls in your new home? (e.g.. the heating, hot water and ventilation controls, the window mechanism etc.)
- How satisfied are you with the neighbourhood as a place to live?

### Tick box response range

A range of 5 scores will be used based on the wording below or similar:

- very satisfied
- quite satisfied
- neutral
- quite dissatisfied
- very dissatisfied

### **Data collection**

The data will be collected by the Developer

### **Analysis**

Only the responses to the five questions listed above will be analysed.

For the purposes of the assessment, the data will be recorded as meeting resident satisfaction where the score is 'very satisfied' or 'quite satisfied' or similar. Neutral or any dissatisfaction will not score.

The average score over the five questions will be calculated by the Developer.

### **Reporting**

The data over the preceding year will be analysed, and the percentages will be reported by the Developer and agreed by the Implementation Group; a summary report will then be prepared and submitted to the Steering Group.

## **Indicator 2.2 Residents satisfied with the area management service**

This indicator measures the Developer's performance in respect of the percentage of residents moving to new Residential Units within the Development Area who are satisfied with the Developer's management services.

### **Agreed measures**

Baseline:	75% residents satisfied overall with the quality of services provided by the Developer
Agreed target:	80% residents satisfied overall with the quality of services provided by the Developer
Excellent performance:	85% residents satisfied overall with the quality of services provided by the Developer

### **Assumptions**

The Developer will prepare a questionnaire which will include the four questions set out below; the questionnaire will present tick-box scoring range as set out below.

All residents moving into new homes within any one year will be issued with the questionnaire. Follow-up visits will be made to encourage residents to participate in the questionnaire.

The Developer will provide a minimum of 70% completed questionnaires out of the total number of residents.

### **Questions**

- How satisfied or dissatisfied are you that your service charge provides value for money?
- How satisfied or dissatisfied are you that your enquiries to Notting Hill Housing are dealt with effectively?
- How easy or difficult do you feel it is to contact and communicate with Notting Hill Housing?
- Overall, how satisfied or dissatisfied are you with the management service provided by Notting Hill Housing for the cleaning, maintenance and repairs to your property?

### Tick box response range

A range of 5 scores will be used based on the wording below or similar:

- very satisfied
- quite satisfied
- neutral
- quite dissatisfied
- very dissatisfied

### **Data collection**

The data will be collected by the Developer.

### **Analysis**

Only the responses to the four questions listed above will be analysed.

For the purposes of the assessment, the data will be recorded as meeting resident satisfaction where the score is 'very satisfied' or 'quite satisfied' or similar. Neutral or any dissatisfaction will not score.

The average score over the four questions will be calculated by the Developer.

### **Reporting**

The data over the preceding year will be analysed, and the percentages will be reported by the Developer and agreed by the Implementation Group; a summary report will then be prepared and submitted to the Steering Group.

## **Indicator 3.1 Developer re-housing assistance**

This indicator measures the Developer's performance in respect of providing re-housing options for both tenants and leaseholders to support Council in achieving vacant possession.

### **Agreed measures**

Baseline: No baseline, target must be achieved.

Agreed target	115 Shared Equity Residential Units to be offered for Aylesbury resident leaseholders in line with the tables at Section 4 4.2.3.12 and 4.2.3.16 and
	142 Target Rent Residential Units to be offered off site to Aylesbury tenants in line with table Section 4 ref 4.2.3.4
Excellent performance	Agreed target plus 10% i.e.
	126 Shared Equity Residential Units to be offered for Aylesbury resident leaseholders in line with the tables at Section 4 4.2.3.12 and 4.2.3.16 and
	156 Target Rent Residential Units to be offered off site to Aylesbury tenants in line with table Section 4 ref 4.2.3.4

### **Assumptions**

The Developer will provide a list of units that they propose offering as re-housing options to the Council. These units will be chosen to match as closely as possible the re-housing need as set out by the Council with a range of sizes, property types and locations offered. This list will be agreed by the Re-housing Delivery Group and approved as suitable properties by the Implementation Group.

The Developer will provide support to tenants and tenants to ensure the units offered can be properly considered. If units are not accepted by an Aylesbury tenant or leaseholder within one month the Developer will consult with the Council and where reasonably possible provide alternative units.

The detailed operation of these re-housing offers to a tenant or leaseholder by the Developer will be agreed by the Implementation Group and set out in a detailed re-housing protocol that will assist the day to day operation of the principles set out in Section 4 of the Business Plan.

### **Data Collection**

The data will be collected by the Developer.

### **Analysis**

The number of units offered by the Developer will be analysed and compared with the proposed timelines for the offer of units over the first 10 years of the programme set out in the tables referred to above.

For the purpose of assessment, a re-housing offer will be recorded as successful provided it is agreed by the Implementation Group as reasonable in terms of location, size, appearance and affordability.

The Council and the Developer acknowledge that there may be variation to the number of units offered in each year from the tables and that a rolling three year average can be considered as an alternative by the Implementation Group and reported to the Steering Group as part of the annual review of the KPIs.

### **Reporting**

The total number of units offered within each financial year (April – March) will be agreed by the Implementation Group and submitted in a report to the Steering Group.

## **Indicator 3.2 Timely and well managed delivery of Project Programme**

This indicator measures the Developer's performance in respect of the achieving timely and well managed delivery of the Development in line with the IMP.

### **Agreed measures**

Baseline:	Practical Completion (PC) of the construction of new Residential Units and public realm achieved within six months of the contract Project Programme
Agreed target:	Practical Completion (PC) of the construction of new Residential Units and public realm achieved in line with the contract Project Programme.
Excellent performance:	Practical Completion (PC) of the construction of new Residential Units and public realm achieved more than 2 months earlier than the contract Project Programme.

### **Assumptions**

Developer will provide the actual dates for the delivery of each sub-plot and Plot (including public realm areas) against the Project Programme.

For the purposes of the Milestone dates, construction completion will be deemed achieved upon grant of Practical Completion.

The data will cover the areas of Development achieving PC within the preceding year from the point of the data collection.

### **Data collection**

The data will be collected by the Developer.

### **Analysis**

The Implementation Group will assess the actual delivery dates against the contract Project programme, set out in Business Plan Section 11 and the Milestone dates set out in DPA Schedule 2.

## **Reporting**

On a yearly basis, the assessment of timely and well managed delivery will be agreed by the Implementation Group and submitted in a report to the Steering Group.



## **Indicator 4.1 Developer provision of Community Well-being posts**

This indicator measures the Developer's performance in respect of providing specific posts to support community well being on the Aylesbury Estate.

### **Agreed measures**

Baseline	2 FTE posts to support delivery of economic and community well-being activities
Agreed target	4 FTE posts to support delivery of economic and community well-being activities
Excellent performance	5 FTE posts to support delivery of economic and community well-being activities

### **Assumptions**

The Developer will provide FTE posts employed within the Developer's organisation that will support the Objective of the Project and the Council's objectives in terms of community and economic well-being in line with Section 9 of the Business Plan.

These include supporting families and vulnerable people through the re-housing process working with the Council's Area Housing Team and the Creation Trust. This will also include the delivery of initiatives geared towards increasing employability and these posts should support the work of the Creation Trust in accessing the employment and training opportunities created by the regeneration.

### **Data Collection**

The Developer will provide data on the posts employed over the period April-March with job descriptions:

The Developer will also provide data on the outcomes arising from the employment of these posts in terms of, for example, supporting re-housing and employability.

### **Analysis**

For the purpose of assessment, the provision of a community and economic well-being post will be recorded as successful provided it is reasonable in terms of compliance with the job

descriptions set out in Section 9 and there are demonstrable outcomes arising from the provision of these post.

### **Reporting**

The total number of post provided within each financial year ( April –March) will be agreed by the Implementation Group and submitted in a report to the Steering Group.

## Indicator 4.2 Developer provision of employment and training opportunities

This indicator measures the Developer's performance in respect of providing employment and training opportunities.

### Agreed measures

	Baseline	Agreed target	Excellent performance
a) number of unemployed Southwark residents supported into employment and sustained in work for 6 months, via training or job brokerage per 10,000m <sup>2</sup> GIA	18	21	23
b) number of apprenticeships or equivalent traineeships at level 2 or above per 10,000m <sup>2</sup> GIA	6	9	11
c) number of Southwark residents receiving pre or post employment training per 10,000m <sup>2</sup> GIA	10	13	15

### Assumptions

The Developer will provide employment and training opportunities in line with the provisions of Section 9 that will support the Objective of the Project and the Council's objectives in terms of community and economic well-being.

These include the delivery of initiatives geared towards increasing employability and ensure that a range of opportunities are providing including the employment and training opportunities created directly by the regeneration.

### Data Collection

The Developer will provide data on the employment and training opportunities provided each year over the period April-March with detailed descriptions of the type of opportunities.

The Developer will also provide data on the outcomes arising from the provision of these opportunities in terms of, for example, supporting re-housing and employability.

## **Analysis**

For the purpose of assessment, the provision of a employment and training opportunity will be recorded as successful provided it is agreed by the Implementation Group as reasonable in terms of compliance with the provisions set out in Section 9.2 and there are demonstrable outcomes arising from the provision of these opportunities.

Although opportunities are measured on the basis of the numbers provided per 10,000m2 GIA construction completed the Developer can provide data based on the number of opportunities provided in the previous year in line with Section 9 paragraph 9.2.3 as an alternative measure.

## **Reporting**

The total number of opportunities provided within each financial year (April – March) will be agreed by the Implementation Group and submitted in a report to the Steering Group.

## **Indicator 5.1 Resident involvement**

This indicator measures the number of Aylesbury residents actively involved in regeneration and other community activities

### **Agreed measures**

Baseline	10% Aylesbury residents across all tenures have been actively involved in the regeneration programme (active involvement defined as (i) attending an event, (ii) participating in employment opportunity, (iii) participating in design consultation
Agreed target	12% of the above
Excellent performance	15% of the above

### **Assumptions**

The Developer will provide resident involvement opportunities in line with the provisions of Section 8 that will support the Objective of the Project and the Council's objectives in terms of community involvement in the regeneration.

### **Data Collection**

The Developer will provide data on the number of Aylesbury residents involved each year over the period April-March with detailed descriptions of the type of events and consultation.

The Developer will also provide data on the outcomes arising from the provision of these opportunities in terms of, for example, the number of residents involved in area management.

### **Analysis**

For the purpose of assessment, the percentage of residents involved will be recorded by the Developer and reported to the Implementation Group.

### **Reporting**

The total percentage of residents involved within each financial year (April – March) will be agreed by the Implementation Group and submitted in a report to the Steering Group.