

## Notice of a public meeting of

### Corporate Scrutiny Committee

- To:** Councillors Fenton (Chair), Merrett, Ayre, Baxter (Vice-Chair), Coles, Nelson, K Taylor, Watson and Widdowson
- Date:** Monday, 22 June 2026
- Time:** 5.30 pm
- Venue:** West Offices - Station Rise, York YO1 6GA

### AGENDA

- 1. Apologies for Absence**  
To receive and note apologies for absence.
- 2. Declarations of Interest** (Pages 7 - 8)  
At this point in the meeting, Members and co-opted members are asked to declare any disclosable pecuniary interest, or other registerable interest, they might have in respect of business on this agenda, if they have not already done so in advance on the Register of Interests. The disclosure must include the nature of the interest.

An interest must also be disclosed in the meeting when it becomes apparent to the member during the meeting.

[Please see the attached sheet for further guidance for Members.]

### 3. Exclusion of Press and Public

To consider the exclusion of the press and public from the meeting during consideration of the following:

Annex 2 to agenda item 7 on the grounds that it contains information relating to the following:

- Information relating to the financial or business affairs of any particular person (including the authority holding that information); and
- Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office-holders under, the authority.

The above information is classed as exempt under paragraphs 3 and 4 of Schedule 12A to Section 100A of the Local Government Act 1972 (as revised by The Local Government (Access to Information) (Variation) Order 2006).

It is also considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

### 4. Public Participation

At this point in the meeting members of the public who have registered to speak can do so. Members of the public may speak on agenda items or on matters within the remit of the committee.

**Please note that our registration deadlines are set as 2 working days before the meeting, in order to facilitate the management of public participation at our meetings.** The deadline for registering at this meeting is **5:00pm on Thursday 18 June 2026.**

To register to speak please visit [www.york.gov.uk/AttendCouncilMeetings](http://www.york.gov.uk/AttendCouncilMeetings) to fill in an online registration form. If you have any questions about the registration form or the meeting, please contact Democratic Services. Contact details can be found at the foot of this agenda.

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- 5. Minutes** (Pages 9 - 16)  
To approve the minutes of the following meetings:
  - Corporate Scrutiny Call-in, 5 May 2026.
  - Corporate Scrutiny, 11 May 2026.
  
- 6. Gypsy and Traveller Action Plan Annual Update** (Pages 17 - 52)  
Members will consider the progress made against the Gypsy and Traveller Action Plan and the proposed priorities for 2026/27.
  
- 7. Fulford Cemetery / Bereavement Services** (Pages 53 - 132)  
Members are asked to consider the proposals that will be put forward to the Executive for the future management of Fulford Cemetery and make recommendations prior to the final decision.
  
- 8. Work Plan** (Pages 133 - 144)  
To consider the Committee's work plan and the Scrutiny Overview work plan.
  
- 9. Urgent Business**  
Any other business which the Chair considers urgent under the Local Government Act 1972.

Democracy Officer:

Jane Meller

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For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

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এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

### Declarations of Interest – guidance for Members

- (1) Members must consider their interests, and act according to the following:

Type of Interest	You must
Disclosable Pecuniary Interests	Disclose the interest, not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.
Other Registrable Interests (Directly Related) <b>OR</b> Non-Registrable Interests (Directly Related)	Disclose the interest; speak on the item <u>only if</u> the public are also allowed to speak, but otherwise not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.
Other Registrable Interests (Affects) <b>OR</b> Non-Registrable Interests (Affects)	Disclose the interest; remain in the meeting, participate and vote <u>unless</u> the matter affects the financial interest or well-being: (a) to a greater extent than it affects the financial interest or well-being of a majority of inhabitants of the affected ward; and (b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest. In which case, speak on the item <u>only if</u> the public are also allowed to speak, but otherwise do not participate in the discussion or vote, and leave the meeting <u>unless</u> you have a dispensation.

- (2) Disclosable pecuniary interests relate to the Member concerned or their spouse/partner.
- (3) Members in arrears of Council Tax by more than two months must not vote in decisions on, or which might affect, budget calculations,

and must disclose at the meeting that this restriction applies to them. A failure to comply with these requirements is a criminal offence under section 106 of the Local Government Finance Act 1992.

City of York Council

Committee Minutes

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Meeting	Corporate Scrutiny Committee (Calling In)
Date	5 May 2026
Present	Councillors Fenton (Chair), Baxter, Coles, Widdowson, Healey (Substitute), Moroney (Substitute), Vassie (Substitute), Clarke (Substitute) and D Myers (Substitute)
In Attendance	Councillor Pavlovic, Executive Member, Housing, Planning and Safer Communities

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### 1. Apologies for Absence

Apologies were received and noted from Councillors Ayre, Merrett, Perrett, Taylor and Watson. They were substituted by Councillors Healey, Moroney, Clarke, Myers and Vassie respectively.

### 2. Declarations of Interest

Members were asked to declare at this point in the meeting any disclosable pecuniary interests or other registrable interests that they might have in the business on the agenda, if they had not already done so in advance on the Register of Interests.

None were declared.

### 3. Minutes

Resolved: That the minutes of the last Corporate Services, Climate Change and Scrutiny Management Committee Call-in meeting, held on 4 November 2024, be approved as a correct record.

### 4. Public Participation

It was reported that there had been two registrations to speak at the meeting under the Council's Public Participation Scheme.

Ben Ffrench spoke on housing delivery and energy standards. He highlighted the benefits of passive house homes, particularly lower energy bills and improved living conditions. He questioned the evidence behind

reducing standards, including market interest, affordability assumptions, and the impact on overall housing numbers. He also raised concerns about limited delivery compared to demand and the role of Section 106 contributions. He urged a stronger long-term housing strategy.

Gwen Swinburn raised concerns about both the call-in process and the proposed housing delivery model. She questioned the evidential basis for the model, noting limited comparison with alternatives and differences from the cited examples. She also raised concerns about significant delegation of decisions to officers, reduced Member oversight, and lack of clear controls.

## **5. Called-in Item: Housing Delivery Programme Delivery Strategy**

Members considered a report which set out the reasons for the call -in and the process by which the committee should consider the call-in of the decisions made by the Executive on 14 April 2026 in respect of the above matter.

The decisions contained in the extract from the relevant Decision Sheet, at Appendix 2 to the report, had been called in by Cllrs Ayre, Hollyer and Wann. The Monitoring Officer had determined that the call-in request, at Appendix 3, was partially valid and element **4(c) Failure to take account of all relevant matters** could be considered.

The Lead Call-in Member, Cllr Ayre, addressed the committee, expanding on their reasons for the call-in. He then responded to questions from Members.

Cllr Pavlovic, the Executive Member for Housing, Planning and Safer Communities, addressed the committee and was joined by the Director of City Development and the Head of Procurement when responding to questions.

Finally, Cllr Ayre summed up and the Executive Member for Housing, Planning and Safer Communities summed up their position.

During the above process the Executive Member confirmed that

- All relevant options had been considered
- The revised approach reflected lessons learned
- The proposed model was considered the most realistic and deliverable.

Under the provisions of the council's constitution at the time the call-in was made, Members were asked to state individually whether they considered the core principles identified in the call-in request had been breached or not.

The following options were available:

- In the event of the majority of Members finding no breach, the call-in request would be immediately closed with no further action unless the Committee identified any areas worth of future exploration by the scrutiny function.
- In the event of the majority of Members finding a breach, the called in decision would be referred back in full for further consideration at the next appropriate meeting of the Executive.

With four Members finding there had been a breach, and five Members finding there had not been a breach, the call-in fell and it was:

Resolved: That the call-in request be closed.

Reason: To determine the outcome of the alleged breach in Executive decision making

Members made the following suggestions in relation to future topics for scrutiny.

- Housing delivery programme, members to receive regular updates or briefings on progress.
- Review the impact of energy costs on residents, including data across tenure types and housing standards, to better understand affordability.

It was also agreed to clarify with the Council's Statutory Officers that the delegations to officers contained within the Housing Delivery Executive report did not exceed the Council's published Scheme of Delegation.

Cllr S Fenton, Chair

[The meeting started at 4.02 pm and finished at 5.27 pm].

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Meeting	Corporate Scrutiny Committee
Date	11 May 2026
Present	Councillors Fenton (Chair), Merrett (Vice-Chair), Coles, Perrett, K Taylor, Widdowson, Healey (Substitute) and Whitcroft (Substitute)
Officers Present	Julie Gallagher, Head of Democratic Services and Deputy Monitoring Officer Claire Foale, Chief Strategy Officer Sam Blyth, Head of City Strategy and Corporate Policy James Parker, Scrutiny Officer

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### **53. Apologies for Absence (5.33pm)**

Apologies were received and noted from Cllrs Ayre, Baxter and Watson. Cllr Baxter was substituted by Cllr Whitcroft and Cllr Watson was substituted by Cllr Healey.

### **54. Declarations of Interest (5.33pm)**

Members were asked to declare at this point in the meeting any disclosable pecuniary interests or other registrable interests that they might have in the business on the agenda, if they had not already done so in advance on the Register of Interests.

None were declared.

### **55. Minutes (5.33pm)**

Resolved: That the minutes be approved as a correct record for the meeting held on 2 March 2026.

### **56. Public Participation (5.34pm)**

It was reported that there had been no registrations to speak at the meeting under the Council's Public Participation Scheme.

## **57. Monitoring and Tracking of Approved Council Motions (5.35pm)**

Members considered the report of the Chief Strategy Officer in relation to the progress of Council Motions since the last update to the Committee in November. The Committee discussed the status of the Motions contained in Annex A to the report, provided feedback and agreed to close the following Motions:

- 1. Equality for Disabled People
- 8. Dignity in Retirement
- 10. Protecting York's primary and Social Care Providers [the committee to receive an update following the House of Lords vote and then close].
- 12. Introduction of a Visitor Levy
- 13. Changes to disability and long-term sickness benefits
- 14. Working to tackle the growing epidemic of violence against women and girls
- 16. Supporting York's small businesses
- 17. Non-proliferation of Fossil Fuels
- 19. Fair Funding for York
- 20. Tackling Pavement Parking to Promote Safe, Accessible Streets for All
- 22. Tackling pollution in York's Rivers
- 23. Enhancing the Benefits of Devolution for York
- 27. Removal of Sarah Ferguson's Honorary Freedom of the City Status.

Resolved: That the content of Annex A be noted and the Motions listed above be closed.

Reason: To ensure that the process for monitoring and implementing approved Council motions remain sufficiently robust.

## **58. Schedule of Petitions (6.09pm)**

Members considered the report of the Director of Governance in relation to the Schedule of Petitions, contained at Annex B of the report as published in the supplementary agenda pack.

Members agreed to close the following petitions:

- 212. Tranby Avenue Parking Problems
- 225. Connexions Bus, No.16
- 233. Including Levisham Street in Respark Zone R20
- 235. Resident Parking – Greenfields
- 248. Lowfield Estate Residents reopen Tudor Road
- 251. Speed limit on Sheriff Hutton Road
- 255. Safe Nursery Parking at Minster Yard
- 256. Hazel Court Booking System

Members also requested that the updates added to the schedule following the last report be highlighted in red and distributed to the committee.

Resolved: That the schedule of petitions be noted and those petitions listed above be closed.

Reason: To ensure the Committee carries out its constitutional role in relation to petitions.

#### **59. Work Plan (6.34pm)**

Members considered the draft work plan for the committee and the overview scrutiny work plan for the scrutiny committees.

The Committee agreed to delete possible items Community Infrastructure Levy (CIL) and Section 106 agreements, as they had been covered elsewhere.

Members noted the additional meeting for 22 June, pre-decision scrutiny and the re-convening of the Boundary Commission Task and Finish Group.

Members also requested an update on the Finance and Performance information which had not been received, as previously agreed, via email.

Resolved: That the work plan be noted.

Reason: To ensure an overview of the scrutiny work plan.

Cllr S Fenton, Chair

[The meeting started at 5.32 pm and finished at 6.54 pm].

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**Corporate Scrutiny Committee****22 June 2026**

Report of the Director of Communities

**Gypsy and Traveller Action Plan Annual Update****Summary**

1. This report provides a summary for Scrutiny Committee of progress made against the Gypsy and Traveller Action Plan over the last 12 months and the priorities proposed for 2026/27. The full annual update and detailed action plan are attached as an annex. Members are asked to note progress to date, and comment on the proposed next steps, in order to make any recommendations to Executive Members ahead of their formal approval at an Executive Member Decision Session on 7 July 2025.

**Background**

2. Executive approved the initial Gypsy and Traveller Action Plan in May 2024, with a commitment to bring forward annual updates. The plan was developed in recognition of the significant inequalities experienced by Gypsy and Traveller communities, including poorer outcomes in housing, health, education, community safety and access to services.
3. The action plan is intended to embed consideration of Gypsy and Traveller communities across Council policy and service delivery rather than operate as a standalone strategy. During the year, work has continued with York Travellers Trust (YTT) and other partners to improve accommodation, strengthen education and health support, build trust with services, and improve equalities and human rights practice.

**Consultation**

4. This annual update has been informed through ongoing engagement with York Travellers Trust, residents, relevant Executive Members and senior officers via the Gypsy and Traveller Working Group. Consultation

has also taken place on specific proposals, including housing improvement works and service changes affecting residents.

### **Options**

5. Members may consider the following options:

Option 1: Note the progress made during 2025/26 and support the proposed priorities for 2026/27.

Option 2: Note progress and make recommendations on the proposals in the next phase of the proposed plans.

### **Analysis**

6. The update demonstrates progress across several workstreams. In housing initial stock condition and energy efficiency surveys have been completed, a permanent Gypsy and Traveller Accommodation Officer is in post, and Executive has approved the detailed capital programme to improve existing sites and expand provision. Work is progressing on Outgang Lane improvements, planning for retrofit proposals and additional pitch development.
7. In education, partnership working with York Travellers Trust has strengthened links with schools, and led to a citywide conference focused on improving understanding of Gypsy and Traveller experiences in education. This has increased awareness and generated practical next steps around inclusion, visibility and data.
8. In health, partnership work with Public Health, the ICB and York Travellers Trust has improved outreach, increased uptake opportunities for screening and vaccination, and strengthened culturally sensitive approaches to service access. There has also been continued work on smoking cessation, oral health access and healthy relationships.
9. In community safety and equalities, work continues on developing a negotiated stopping type approach, building relationships with enforcement agencies, seeking to tackle hate crime, working towards embedding anti-racist practice and strengthening the Council's Human Rights and Equality Assessment approach. Outreach with Roma communities has also increased understanding, participation and visibility.

10. Option 1 provides continuity and enables the Council to maintain momentum on actions already underway. Option 2 could enhance the proposals by adding additional comments and recommendations as a result of the scrutiny process.

### **Council Plan**

11. The proposals support the Council Plan 2023–2027, particularly the commitments on Equalities and Human Rights and on Health and Wellbeing. They also contribute to wider objectives around inclusive communities, reducing inequalities, improving housing conditions and ensuring fair access to services.

### **Implications**

- 12.

#### Financial

The action plan is being delivered within existing revenue resources. In addition, council capital funding of £5.25m has been approved to improve current sites and provide additional accommodation, with delivery monitored through existing capital governance arrangements.

#### Human Resources (HR)

The work is being delivered through existing teams, supported by dedicated posts including the Head of Equity, Diversity and Inclusion and the Gypsy and Traveller Accommodation Officer. YTT currently give their time at no cost to CYC.

#### Equalities

Equalities implications are central to the report. Gypsy and Traveller communities are recognised ethnic groups which are legally protected under the Equality Act 2010, and the action plan is intended to help the Council meet its Public Sector Equality Duty by addressing longstanding disadvantage and improving access to services and opportunities.

#### Legal

The report supports the Council in meeting its legal obligations in relation to equality, human rights and relevant housing and community safety duties.

## Crime and Disorder

There are community safety implications of the report, particularly in relation to unauthorised encampments, negotiated stopping, hate crime and work with enforcement agencies. The proposed approach to enforcement seeks to balance enforcement with a more respectful and constructive model.

## Information Technology (IT)

There are no significant IT implications arising directly from this summary report, although digital exclusion remains a relevant issue in how services are accessed by some community members.

## Property

There are property implications linked to the improvement of existing sites, proposed expansion of provision, and identification of suitable land to support negotiated stopping and future accommodation needs.

## Other

There are wider implications for health and wellbeing, communications, affordability, environment and climate action, and partnership working, all of which are reflected in the full annual report.

## **Risk Management**

13. The principal risk is that without continued delivery of the action plan, the Council will not make sufficient progress in addressing entrenched inequalities affecting Gypsy and Traveller communities. This would create reputational, legal and service risks, including reduced ability to meet equality and human rights obligations and weaker trust between communities and public services.

## **Recommendations**

14. Scrutiny members are asked to consider the progress and proposals set out in the attached report and annex and provide comments and/or recommendations to Executive Members on the work to date and future plans.

## Contact Details

### Author:

**Laura Swiszczowski**

Head of Equity, Diversity and  
Inclusion

Housing and Communities

Laura.swiszczowski@york.gov.uk

### Chief Officer Responsible for the report:

**Pauline Stuchfield**

Director of Communities

**Report  
Approved**



**Date** 11/06/2026

### **Katherine Proctor**

Assistant Director of Housing  
Housing and Communities

### **Wards Affected:**

**All**

**For further information please contact the author of the report**

### **Background Papers:**

Gypsy and Traveller Action Plan, Executive, 9 May 2024; Delivering  
Additional Gypsy and Traveller Accommodation and Improving Existing  
Facilities, Executive, 14 March 2024.

### **Annexes**

Annex A – Full Annual Update Report and Gypsy and Traveller Action Plan  
2026/27.

### **Abbreviations**

CYC = City of York Council; G&T = Gypsy and Traveller; HREA = Human  
Rights and Equality Assessment; YTT = York Travellers Trust; CRAM =  
Capital Resource Allocation Model.

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<b>Meeting:</b>	Decision Session – Combined Executive Member Decision Session
<b>Meeting date:</b>	7 July 2026
<b>Report of:</b>	Director of Housing and Communities
<b>Portfolio of:</b>	Cllr Lomas - Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion Cllr Pavlovic - Executive Member for Housing, Planning and Safer Communities

## Decision Report: Gypsy and Traveller Action Plan – Annual Update

### Subject of Report

1. On 9 May 2024, Executive approved an initial Gypsy and Traveller Action Plan with a commitment to bringing an annual update to an Executive Member Decision Session.
2. This report provides an update on some of the work which has taken place over the past 12 months and includes an updated version of the action plan which will run for the next 12-month period for Executive Member approval.

### Benefits and Challenges

3. The action plan at **Annex A** presents a continuing approach to supporting Gypsy and Traveller communities in York and seeks to build on the extensive cross Council work which has taken place over the past 12 months. The action plan sets out several actions for the coming year which aim to further improve the outcomes of these communities.

## Policy Basis for Decision

4. The Council Plan 2023-2027, 'One City for All', contains four core commitments to enable it to deliver the vision for the next four years. The first of these is 'Equalities and Human Rights - Equality of Opportunity.' The commitment states: 'We will create opportunities for all, providing equal opportunity and balancing the human rights of everyone to ensure residents and visitors alike can benefit from the city and its strengths. We will stand up to hate and work hard to champion our communities.'
5. Committing to implementing the Gypsy and Traveller Action Plan across the Council, rather than having a standalone strategy, has ensured that officers and Members are considering the challenges these communities may face when implementing policies or designing services, which contributes to meeting this core commitment.
6. A second of the core commitments is Health and Wellbeing. This states 'We will improve health and wellbeing and reduce health inequalities, taking a Health in All Policies approach, with good education, jobs, travel, housing, better access to health and social care services and environmental sustainability.'
7. As Gypsy and Traveller communities are groups which face some of the most considerable health inequalities, the public health workstream of the Action Plan is fundamental to addressing this.
8. The City of York Local Plan was adopted in February 2025. Policy H5 'Gypsy and Travellers' requires that masterplans must be produced for Council owned sites where any expansion is considered. This must be submitted and approved with all necessary works carried out prior to occupation. At the Osbaldwick site in particular, there is a requirement for the identification of *"measures to improve the access arrangements to the site to ensure it is brought up to an acceptable standard, with the carriageway properly surfaced, and pavements and street-lighting provided"*.

## Financial Strategy Implications

9. The action plan has been delivered within existing resources in 2025/26.
10. Additional funding has been approved via the Council's Capital Programme for £5.25m over 3 years for improvements to the existing sites and to provide additional accommodation<sup>1</sup>.
11. Executive approval was received in March 2026 to implement the Gypsy and Traveller improvement capital projects. In 2026/27, it is expected that the improvements to Outgang Lane (access road to the Osbaldwick site) will be delivered, and the retrofit of the utility buildings at the 3 sites will be started. [Agenda for Executive on Tuesday, 3 March 2026, 4.30 pm](#) (Item 210)
12. In terms of spend to date, CCTV was installed at Clifton for around £7.4k. The first significant spend will be the Outgang Lane improvements design and works. This is expected to cost approximately £220k. There is also a landscaping belt at the Osbaldwick site that is expected to be delivered within this financial year. The estimated cost is £47k.
13. After this, the retrofit programme will be delivered / spent over 2026/27 and 2027/28, with an estimated cost of £1.5m. The Clifton expansion project will also be progressed within this period and likely into 2029.
14. For information, the estimated cost plan and timescales are indicated in Annex A of the Gypsy and Traveller Executive report from March 2026.

## Recommendation and Reasons

15. The Executive Members are asked to:
  - a) Note the work undertaken since the report to Executive on 3 June 2025.
  - b) Approve the action plan for the next 12 months.

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<sup>1</sup> See item 109 - [Agenda for Executive on Thursday, 14 March 2024, 5.30 pm](#)

Reasons: To set out clear and measurable actions for the coming year which aim to improve the outcomes of Gypsy and Traveller communities.

## **Background**

16. Gypsy and Traveller communities remain some of the most marginalised and disadvantaged ethnic minority groups nationally. These communities face significant inequalities across a range of indicators, including access to suitable accommodation, healthcare, education, employment, financial services, and policing, justice, and probation.
17. In 2021, a Gypsy and Traveller Working Group was established in partnership with York Travellers Trust. The group seeks to address the inequalities that the Gypsy and Traveller community in York faces. The vision is to work towards ensuring that Gypsy and Traveller communities experience an inclusivity, fairness and understanding in York.
18. As a result of the work of this group, in May 2024 Executive approved a 12-month action plan to coordinate and monitor work happening across the Council in relation to Gypsy and Traveller communities. It was agreed this would be reviewed annually.

## **Housing**

19. There were four identified priority actions identified in last year's report associated with the provision of housing.

### **Complete the stock condition and energy efficiency surveys.**

20. The reasoning for this action was to ensure that the Council holds stock condition information in order to inform good investment decisions. This early survey work has been completed across all three Council-owned sites and includes energy efficiency information; a more comprehensive survey is being planned. The majority of the identified investment need is in relation to improving damp conditions, energy efficiency and thermal comfort. The comprehensive survey and retrofit programme is anticipated to be implemented during 2026/27 and 2027/28.

### **Providing Grants**

21. Grant funding has been provided to York Travellers Trust to enable the hosting of three family fun dates at the three Travellers' sites to encourage engagement in energy retrofit, and to undertake a workshop providing energy retrofit advice to the housed Traveller community.
22. The events were well attended by residents and provided opportunity to discuss costs associated with heating existing buildings and opportunities for making improvements (e.g. blankets for hot water systems and LED lighting).

### **Accommodation Officer**

23. The works above have been led by a new Gypsy and Traveller Accommodation Officer who has been employed on a permanent basis to lead the delivery of improvements to existing sites and pitches and the provision of additional accommodation. The postholder has formed positive relationships with the residents and partners initially.

### **Future Site Investment**

24. In March 2026, Executive approval was received on a proposed cost plan for the Gypsy and Traveller accommodation improvement and expansion programme and more detailed proposals based on previous utility building condition surveys, feedback from residents, and the adopted Local Plan.
25. The bid to the Carbon Negative Challenge Fund was successful and authorisation was also sought from Executive to enter into a grant agreement with the York and North Yorkshire Combined Mayoral Authority (YNYCMA) to receive a £625k grant.
26. The Executive gave approval to proceed with the delivery of the Outgang Lane improvements and Osbaldwick site landscaping belt, the retrofit programme including receiving the grant, and the Clifton site expansion with 6 new pitches.
27. The provision of further additional pitches in the city required to meet the identified need (as set out in Local Plan) will be subject to a 'call for sites' exercise before location(s) can be confirmed.

28. Plans have been drawn up for improvements to Outgang Lane and consultation with residents and business owners started on 1 May 2026.
29. The Outgang Lane improvement proposals include repair to the road, such as replacement of gullies where needed and localised repairs to the surface; new street lighting, new footpaths, and parking restrictions (double yellow lines and restricted parking spaces). Residents have been consulted in person about the proposals and will be supported to submit their views. Businesses are also being consulted. The consultation started on 1 May and will close on 22 May 2025. So far, the feedback has been positive. The parking restrictions are also subject to a Traffic Regulation Order (TRO), which forms part of the consultation. Works are expected to take place before the winter.
30. In addition to the actions above, the Housing team will work with YTT in supporting the development of planning guidance to set the standards for new Gypsy and Traveller accommodation in the city. Alongside this, work will be taking place to identify locations for the provision of additional pitches to meet the identified need. This work will inform updated planning policy and allocations through the new Local Plan and planning policy process commencing from summer 2026. Supplementary Planning Documents are no longer going to be produced, as these are abolished from the end of June 2026. Instead, the City Development team intends to produce non-statutory planning guidance where necessary to add clarity to the Local Plan policies. This was agreed at Executive in April 2026. CYC may also look to produce a 'Supplementary Plan' (a mini local plan) for Gypsy and Traveller communities, but this is not yet confirmed.
31. Through the analysis of Key Performance Indicators and feedback from residents, it is clear that the nature of the repairs service performance for residents on Gypsy and Traveller sites and those within Council homes is different. An action for 2025/26 was to improve repair performance on Gypsy and Traveller sites so that it matches the speed of service received by those tenants in Council homes. A draft consultation document has been developed to gather resident views on how they would like repairs to be undertaken on site, which will be shared with YTT. This consultation is due to start soon.

## **Education**

32. There were three identified priority actions identified in last year's report associated with Education.

### **Provision**

33. This action was around work to support development of education provision at YTT for English and Maths for Gypsy and Traveller children and young people who are home educated.
34. CYC provided consultation to YTT through the commissioning of an Independent Education Consultant. He supported YTT staff in developing this Education offer. This continues to be an area YTT are seeking funding. The Independent Education Consultant connected YTT with Bilbrough Country Classrooms to act as an exam centre in the first year for young people who had studied at the provision at YTT. The exam service is now being provided by York Learning.

### **Partnership**

35. This related to funded supported work was provided between CYC Education team and YTT to support interactions with schools. Educational insight and support to YTT around the interaction with schools and settings was provided.

### **Research**

36. Information was provided to the YTT-funded research project led by York St John University around the experience of Gypsy and Traveller children and young people in York schools.
37. Education Officers continue to work to respond to 2024 report [York Travellers Trust - Gypsy and Traveller Experiences of Education in York](#). This had a formal launch at Falsgrave Street, with attendance from several schools and trusts.
38. The Education Leadership group across York have identified one of their six workstreams this year to be around responding to the areas of challenge in this report.

39. The group met regularly and was co-chaired by the Head of Inclusive Education and the CEO of The Education Alliance, who also works with the national organisation Traveller Movement. The national report of this movement has also been considered by the group [Fought not Taught: \(Nov 2024\) | The Traveller Movement](#) which resonates closely with the York report.

40. The group was made up of CEOs and secondary/primary headteachers from across the city, alongside representatives from YTT and from the CYC Social Care team.

41. The group has shared experiences around working with Gypsy and Traveller families in York and rooted this back to the report. They have identified three areas to work through:

*Cultural Awareness, Visibility and Celebration of Community.*

identifying key performance indicators to measure improved experiences across Exclusions, Attendance and Elective Home Education.

42. The group identified the need for a citywide conference that took place in Spring 2026. This included presentations from the National Traveller Movement, YTT, families and young people, and school settings. It covered the three areas above and concluded with citywide next steps. York Schools and Academies Board pushed for strong school attendance, with 39 settings represented, and wider partners also attended, including from the DfE and higher education settings.

43. Feedback from the conference was strong and the main highlights were:

Strengths.

Delegates overall felt that the conference:

- Influenced their understanding of Gypsy and Traveller history, culture and experiences in education
- Increased confidence in identifying and challenging stereotypes relating to Gypsy Traveller pupils

- Enabled better recognition of the barriers Gypsy and Traveller families might face when engaging in school
- Greater confidence in supporting colleagues develop greater cultural awareness in their settings
- Increased awareness of the importance to work with families to support consistent tracking of Gypsy and Traveller pupil data.

Delegates feel able to make changes by:

- Upskilling their teams
- Opening up dialogue with families more and build trust and safety
- Being more understanding of culture, context and history
- Raise awareness and visibility
- Celebrate Gypsy and Traveller culture within other celebrations
- Explore the data for this pupil group and monitor separately.

Opportunities for future training:

- Providing practical ideas for embedding Gypsy and Traveller culture into the curriculum or wider school life
- Training for the whole school from someone with lived experience - it was very powerful to witness on the conference.
- To develop a shared and consistent approach to the use of the T \* code across all York schools would be useful.

\*The T code helps Gypsy and Traveller families to take their children out of school when travelling for work

Challenges to address:

- Tracking outcomes for pupils when there are multiple barriers
- The understanding and use of T code in registers

- Gaining parental consent to identify Gypsy and Traveller groups on data systems to enable accurate tracking – families present various reasons
44. The conference has catalysed interest in a similar conference around successful practice with children and young people from asylum-seeking and refugee families.
  45. Alongside the conference working party, relevant Education Officers at CYC continue to work closely with YTT around support for Elective Home Education families..
  46. YTT and relevant CYC officers link closely for individual cases as needed if exclusion and attendance issues are present.

### **Health**

47. There were three identified priority actions identified in last year's report associated with Public Health outcomes.
  - Strengthen our partnership approach to health protection
  - Build culturally sensitive approaches to improving the health of people in the Gypsy and Traveller community
  - Influence Health partners around access to care
48. CYC Public Health, YTT and ICB colleagues continue to work together to address the actions from the report. Increasing uptake of childhood vaccinations is addressed through the Healthy Child Service's outreach and engagement model (see below).
49. The Healthy Child Service's outreach and engagement model, funded by CYC Public Health and developed alongside YTT, is helping to strengthen community links and improve access to preventative health support.
50. Considerable progress has been made on improving the coding of Inclusion Health groups by GP practices, with coding of Gypsy, Roma or Traveller ethnicity representing the greatest increase (+204%), through collaboration with YTT. This will have led to patients being offered additional GP practice support which includes screening and vaccination.

51. University of York's focus groups regarding improvement of early cancer diagnosis and screening for Gypsy and Traveller patients have helped build relationships with the Humber and North Yorkshire Cancer Alliance.
52. The Healthy Child Service (HCS) is four months into a "warm up" phase aimed at building relationships with York's Gypsy and Traveller community. This has primarily involved a Healthy Child Nurse and a Specialist Health Visitor spending time at YTT connecting with both staff and community members, while maintaining a reflective log to identify unmet health needs and barriers to healthcare access. A short community survey has been developed to shape next steps, and drop-in clinics have launched at YTT and the Osbaldwick Hub to offer health and developmental support for children.
53. In parallel, the team has been visiting the three Council-run sites in the city alongside York Council site supervisors, engaging with families not connected to YTT and gathering insights through personal conversations. Future plans include running focus groups to inform service development, expanding the project to cover the 5–19 age group from June 2026, and building collaborative relationships with GP practices that serve a significant number of Gypsy and Traveller families.
54. An action was to work with York Travellers Trust to ensure health settings in York have resources and information that can be easily accessed by Gypsy and Traveller communities. These may include resources written in simple English, photographs representative of the communities, or resources delivered in different formats, such as audio and information sessions. Topics would include accessing the most relevant health services for a specific condition, information around diseases and conditions commonly experienced by the communities, and immunisation and vaccination. The ICB restructure has contributed to limited progress in relation to this action.
55. A further action was to build a greater awareness amongst health care professionals of the challenges an increased reliance on technology can pose to the communities for appointment-making, test results, and other communication. Also advise that more traditional forms of communication should still be offered.
56. The Health Trainer team have continued to attend Osbaldwick, James Street and Clifton sites offering stop smoking support and

general health and wellbeing support. In addition, two site staff have provided stop smoking support in between visits from the Health Trainer team. As of March 2026, 25 individual clients have been supported to stop smoking with 13 clients (52%) quitting. Harm reductions have been seen in many others. Through partnership work with a community dentist, there was a successful registration with a dentist and treatment was received.

57. A 'Healthy Relationships' project was commissioned by Public Health's Domestic Abuse team and started late 2025. The contract is continuing as planned. YTT are in the process of developing some healthy relationships conversation starter flashcards. These are designed to initiate and build on conversations around healthy friendships and intimate relationships. YTT recently held workshops with Gypsy and Traveller young people to pilot these resources which went well. YTT are continuing to work on these for the final quarter of the contract.

### **Community Safety**

58. There were three identified priority actions identified in last year's report associated with Community Safety.

#### **Roadside Stopping/Unauthorised encampments.**

59. Work is ongoing to develop a Negotiated Stopping type approach to unauthorised Gypsy/Traveller encampments/roadside stopping. A draft protocol/procedure has been written and is awaiting identification of suitable sites designated for this purpose.
60. Unauthorised encampments are currently managed by the Council's Neighbourhood Enforcement Team using s77 and s78 of the Criminal Justice & Public Order Act 1994. Currently, Direction to Leave Notices are served (giving a default period of stay of 48 hours from the serving of the Notice). Direction to Leave Court Orders are applied for should the Notices be breached.
61. Negotiated Stopping type approaches intends to introduce a more respectful and less confrontational approach, recognising the Gypsy and Traveller nomadic way of life.
62. As part of this work the Council is currently seeking one or two parcels of land, to which Gypsy and Traveller groups could be

directed. Portable toilet and waste facilities would be provided on sites.

63. In addition, YTT is working with Sanctuary Stopping, a national Gypsy and Traveller led organisation, working with churches to participate in Negotiated Stopping through the use of church-owned land, to identify if any such land would be available in York.
64. Under the Negotiated Stopping type approach, the Council and the Gypsy or Traveller party will negotiate a length of stay (up to a maximum period of 2 weeks) and agree the number of caravans and vehicles permitted on site, with a signed agreement by both parties.

### **Multi-Agency work on static sites**

65. Work is ongoing to improve relationships and increase trust between Gypsy and Traveller communities and enforcement agencies such as the Council's Neighbourhood Enforcement Team, Housing Team and North Yorkshire Police.
66. On production of the accessible version of the Licence Agreement (now transitioning to a tenancy agreement working with the Housing team in the 2026/27 plan - see Annex A), Neighbourhood Enforcement Officers plan to work on sites to highlight resident responsibilities within the agreement that fall within their remit, including waste management, animals and scrap metal dealing.

### **Hate Crime**

67. The York Hate Crime Partnership group will continue to work with YTT to identify and address any specific needs in relation to the Gypsy and Traveller community.
68. A new national Violence Against Women and Girls (VAWG) strategy has recently been published. CYC will be working with colleagues in the Combined Authority and CYC Public Health team to ensure that work to address Violence Against Women and Girls and domestic abuse is coordinated through the establishment of a local multi-agency Violence Against Women and Girls/domestic abuse Task Group and will ensure that YTT are included within this group once established.

## **Communities and Equalities**

69. There were three identified priority actions identified in last year's report associated with community work and equalities and human rights outcomes.

### **Anti-racism.**

70. As part of the Equity, Diversity and Inclusion Strategy 2025-2028, the Council committed to delivering Anti-Racism training that has a specific focus on racism toward Gypsy and Traveller communities. York Travellers Trust will be consulted on the training specification. The Head of EDI will continue to update the Gypsy and Traveller Working Group on plans to embed Anti Racist Practice across the Council.

### **Human Rights**

71. City of York Council has worked alongside the Centre for Applied Human Rights (CAHR) at the University of York to develop an improved version of the current Equalities Impact Assessment (EIA), which will be known as a Human Rights and Equality Assessment (HREA) Tool. This has been rolled out across CYC to be completed whenever an EIA would previously have been used and will be supported by 36 volunteer Equality and Human Rights Champions, trained by CAHR and Head of EDI.
72. Head of EDI delivered training to 36 Human Rights & Equity Champions across the Council on the Human Rights and Equality Assessment (HREA) tool. This training included the YTT report: Gypsy and Traveller Experiences of Education in York and The Traveller Movement report: Fought Not Taught.
73. The Chief Executive of York Travellers Trust has attended and will be invited to be a permanent member of the City's Human Rights and Equalities Board which is a key partnership on which civil society can reflect the lived experience of their residents directly to decision makers in the City.

### **Mapping**

74. There was an action in the previous plan to work with York Travellers Trust to begin a mapping exercise to better understand Gypsy, Roma and Traveller communities in York. CYC and Health have a particular lack of data on Roma communities which has been the focus this year.
75. The Cultural and Integration Partnership Manager has led on this work with the following achievements, and will collaborate with YTT on all future activity:
- Plan and delivered outreach sessions aimed at raising awareness, fostering engagement, and building capacity, which included a farm trip with 100 attendees, a stall at Holocaust Memorial Day event that attracted around 70 participants, and a photographic exhibition in West offices. In total over 300 individuals were engaged.
  - Organised and delivered Roma-focused cultural awareness sessions and talks for more than 100 attendees at the West Offices, which included CYC staff, public health professionals, and education staff (headteachers). These sessions were designed to cater to various levels of understanding, allowing for meaningful discussions.
  - Connected with identified schools that have a higher population of Roma students, discussions about possible awareness sessions are ongoing.
  - Provided direct support for three cases involving Roma individuals, ensuring professionals received the necessary assistance.
  - Established communication via a newsletter about Roma initiatives, integrating quizzes and other engagement tools into daily sessions to enhance awareness.
  - Engaged with the Ethnic Minority and Traveller Achievement Service (EMTAS) elsewhere, connecting with approximately 50 professionals and creating a mailing list for future needs while sharing resources and best practices.
  - Collaborated with the Ukrainian consulate and the Romanian embassy to ensure the involvement of Roma individuals in the future. Also engaged with the European Council and the Roma Mediator program.

- Signposted Roma individuals to York CVS for assistance in becoming a Community Interest Company (CIC).
- Worked closely with Roma residents to gain a deeper understanding of their current needs. Identified stakeholders within the community, along with key dates and relationships that are significant to this demographic.
- Created opportunities for the Roma community to voice their opinions and ensure representation via partnership with local university.

76. At the 'Our City' integration festival in July 2026 there was a Romani language taster session and Roma performers.

## **Consultation Analysis**

77. Relevant Executive Members, along with senior officers, have met regularly with York Travellers Trust via the working group to develop and deliver this action plan.

## **Options Analysis and Evidential Basis**

78. The two options Executive Members could consider in respect of this report are below:
- a) to accept the recommendations at paragraph 15; or
  - b) to choose not to implement the recommendations (preferred option).

## **Organisational Impact and Implications**

### **Financial**

79. The action plan can be delivered within existing resources. A CYC Capital Resource Allocation Model (CRAM) bid for £5.25m has been approved to cover the investment required at the current sites and provide additional accommodation. Monitoring of this

budget will be through the capital monitoring reports and asset management board.

80. Executive approval was received in March 2026 to implement the Gypsy and Traveller improvement capital projects. In 2026/27, it is expected that the improvements to Outgang Lane (access road to the Osbaldwick site) will be delivered, and the comprehensive survey/retrofit of the utility buildings at the 3 sites will be started. [Agenda for Executive on Tuesday, 3 March 2026, 4.30 pm](#) (Item 210)

### **Human Resources (HR)**

81. The Head of Equity, Diversity, and Inclusion has been in post since March 2025. The role includes work to support Gypsy and Traveller communities. This has allowed for a renewed focus on training, inclusive practice and language, which will positively impact staff as well as residents. Other actions detailed in the action plan will be delivered by existing teams. YTT currently give their time at no cost to CYC

### **Legal**

82. Article 7.2.1 of the City of York Council Constitution requires that all decisions taken on behalf of the Council are made with respect for human rights and equality of opportunity, and this includes those from Gypsy and Traveller, and Roma communities.

### **Procurement**

83. There are no direct procurement impacts contained in this report. However, protected characteristics can be focused upon when considering social value in procurement and the new Human Rights and Equality Assessment Tool will be used prior to starting a procurement exercise.

### **Health and Wellbeing**

84. The United Kingdom is a signatory to the International Covenant on Economic, Social and Cultural Rights. This means the United Kingdom is bound, in international law, to protect the right to health. A Council Plan core commitment is Health and Wellbeing. This means reducing health inequalities, taking a Health in All Policies approach, with good education, jobs, travel, housing,

better access to health and social care services and environmental sustainability.

### **Environment and Climate action**

85. In a resolution of 8 October 2021, the United Nations Human Rights Council recognised that access to a healthy and sustainable environment is a universal right. Although nonbinding, this resolution could be a first step towards filling a significant gap in international law. The Council should ensure that the financial burden of climate action is not carried by those groups who can least afford it, and this will include some members of Gypsy, Traveller, and Roma communities. It will also be important to balance changes to more sustainable ways of working (transport etc), with the preservation of a distinct culture and way of life.

### **Affordability**

86. Article 25 of the Universal Declaration of Human Rights states 'Everyone has the right to a standard of living adequate for the health and well-being of themselves and of their family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control'.
87. Implementing this action plan will allow Council to ensure that this core commitment within the Council Plan is met for Gypsy and Traveller communities, so that everyone who lives in York benefits from the success of the city. This also ensures targets support to those who need it most and supports Gypsy and Traveller communities to build on their own strengths and draw on those of the people around them.

### **Equalities and Human Rights**

88. The Council recognises, and needs to take into account its Public Sector Equality Duty under Section 149 of the Equality Act 2010 (to have due regard to the need to eliminate discrimination, harassment, victimisation and any other prohibited conduct; advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it in the exercise of a public authority's functions).

89. The Race Relations Act (1976, amended 2000) and the Equalities Act (2010) legally recognise Gypsy and Traveller communities as ethnic groups and thus protected from discrimination. The attached action plan seeks to address the significant inequalities that Gypsy and Traveller communities in York face. However, this is not a standalone strategy.
90. The intention is that Gypsy and Traveller communities will be considered in every policy, strategy and service change and Human Rights and Equality Assessment (HREA) will take place where appropriate.

### **Data Protection and Privacy**

91. The data protection impact assessment screening questions were completed for the recommendations and options in this report and as there is no personal, special categories or criminal offence data being processed to set these out, there is no requirement to complete a Data Protection Impact Assessment (DPIA) at this stage. However, this will be reviewed following the approved recommendations and options from this report and a DPIA completed if required.

### **Communications**

92. Delivery of the Gypsy and Traveller action plan, and different aspects within it requires sensitive communications handling. As a key community in the city, it is critical Gypsy and Traveller communities are engaged in the steps being taken and feel supported throughout. The communications service will draw on relevant expertise across the Council to ensure any communications are positively received, including correcting inaccurate information if required.

### **Economy**

93. There are no direct economic impacts contained in this report. However, Article 23 of the Universal Declaration of Human Rights states 'Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.' By working both internally and externally to reduce inequalities for these communities, City of York Council may increase opportunities for those who wish to access employment or volunteering.

## Risks and Mitigations

94. Should the actions in this report and action plan not be delivered, the Council would risk not fulfilling its responsibilities under the Equality Act 2010.
95. A failure to move forward with clear actions to improve outcomes for Gypsy and Traveller communities would significantly impact the Council's ability to deliver on its key commitment to Human Rights and Equalities and allow barriers currently impacting these communities to continue unchallenged.

## Wards Impacted

All.

## Contact details

For further information please contact the authors of this Decision Report.

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<b>Report approved:</b>	
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### Co-author

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## Background papers

'Gypsy and Traveller Action Plan', Executive, 9 May 2024, [Agenda for Executive on Thursday, 9 May 2024, 5.30 pm](#) (item 128)

'The York Gypsy, Roma, and Traveller Strategy 2013- 2018'  
<https://www.york.gov.uk/downloads/file/2601/gypsy-roma-and-traveller-strategy-2013-18>

'Delivering Additional Gypsy and Traveller Accommodation and improving existing Facilities,' Executive, 14 March 2024, [Executive, 14 March 2024](#) (item 8).

## **Annexes**

Annex A – Gypsy and Traveller Action Plan 2026/27

## **Abbreviations**

CAHR - Centre for Applied Human Rights  
CCTV - Closed-Circuit Television  
CRAM - Capital Resource Allocation Model  
CYC – City of York Council  
DfE – Department for Education  
DPIA - Data Protection Impact Assessment  
EIA – Equalities Impact Assessment  
EMTAS - Ethnic Minority and Traveller Achievement Service  
GP - General Practitioner  
HR – Human Resources  
HREA – Human Rights and Equality Assessment  
HCS - Healthy Child Service  
ICB - Integrated Care Board  
IERUK - Inclusive Equal Rights UK  
KPI - Key Performance Indicator  
TRO - Traffic Regulation Order  
VAWG – Violence Against Women and Girls  
YNYCMA - York and North Yorkshire Combined Mayoral Authority  
YSAB – York Schools and Academies Board  
YTT – York Travellers Trust

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**Gypsy and Traveller Working Group**

**Action Plan May 2026 – May 2027**

**Updated: June 2026**

**Housing**

<b>Action</b>	<b>Information</b>	<b>Update</b>	<b>Timescale</b>	<b>Owner</b>
Tenancy agreements in place for all site residents	Switch from being licensees to tenants	Agreed	Complete May 2027	Assistant Director of Housing
Ensure Housing/Pitch Allocation Policy is culturally appropriate	Review of policy that is culturally sensitive and appropriate to Gypsy and Traveller communities	The Allocation Policy is schedule for review by November 2026	Complete November 2026	Assistant Director of Housing
Review with YTT on ownership/management models	Working with YTT to share information with Gypsy and Traveller communities about ownership models and what it means for them		April 2027	Assistant Director of Housing
Management of sites	Gypsy and Travellers to have more of a voice with the council and complaints heard		April 2027	Assistant Director of Housing

	through a transparent and easy to access process			
Improve cross department communication, review of services provided	Share information and work happening across all council departments and with the YTT through a partner newsletter (link to CYC action below on CYC information)	Regular updates with Education, Health, Community Safety teams	Complete May 2027	Assistant Director of Housing. Head of Communities, Head of EDI
Develop clear communications around all council activities planned for sites	Approach YTT first and develop clear and honest communications, from site management and others – e.g. Retrofit and major repairs needs explanation, surveys need planning and engagement. Links to above action. E.g. once a month newsletter to share with clients	All services	September 2026	Assistant Director of Housing, Head of Communities, Head of EDI

## Communities & Equalities

Action	Information	Update	Timescale	Owner
Embedding Gypsy and Traveller into Anti racist practice	Consult YTT and Roma communities on the plans for implementing Anti Racist practice at CYC	Hold consultation workshops with members across Gypsy and Traveller and Roma communities on current plans and ensure Gypsy and Traveller and Roma racism is addressed Informed by UEA research project on GRT	Complete March 2027	Head of EDI
Human Rights	EDI Team collaborate with YTT to develop additional tool for HREA on barriers faced by Gypsy and Traveller communities	The HREA (impact assessment) needs further detail on what barriers are faced by Gypsy and Traveller communities and potential	Complete December 2026	Head of EDI

		interventions (particularly for Planning, Housing, Health)		
Post mapping	Set up a Roma group for consultation, Schools training, CYC cultural awareness staff training on Roma and Gypsy and Traveller	In line with above: <ul style="list-style-type: none"> <li>• Establish a Roma consultation group (including Roma CIC)</li> <li>• Training for schools</li> <li>• CYC staff training – relevant to service area, by the community</li> </ul>	Complete March 2027	Cultural Integration and Partnerships Manager
Newsletter approach – all staff news	CYC teams send YTT updates and vice versa (send to EDI inbox)	Ensure intranet is up to date	May 2026	Head of EDI
Gypsy and Traveller 2027 event	Support from EDI Team	YTT are planning a Gypsy and Traveller 2027 event in Museum	Complete June 2027	Head of EDI

		Gardens (TBC). CYC to support with communications, event facilitation, etc		
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## Education

Action	Information	Update	Timescale	Owner
Tracking progression of all Gypsy and Traveller pupils	Inclusive Education Team to collate data on Gypsy and Traveller pupils in schools and home education to track education outcomes	Conference in March 2026 addressed this topic	Complete March 2027	Head of Education Inclusion
Roma mapping	Deliver Roma awareness sessions with schools	With support from Integration and Partnerships manager	Complete January 2027	Head of Education Inclusion
Roma education conference	Similar to Gypsy and Traveller education conference		Complete June 2027	Head of Education Inclusion

Further Action for discussion: Post 16 options which disproportionately affect the community.

## Health

Action	Information	Update	Timescale	Owner
Cancer pathway research study	Lack of engagement from healthcare professionals	CYC to engage healthcare professionals  Development of the final toolkit in the Cancer Research study	Completed the engagement Sept 2027 for final toolkit	Health Inclusion
Healthy relationships	Engaging young people on healthy relationships – training/sessions for schools to use, but also engage those not in school	This links to VAWG activity within the Safe York Partnership and the York Domestic Abuse Local Partnership Board. YTT to be invited to future meetings	Complete July 2026	
Deep dive on Gypsy and Traveller health	Gypsy and Traveller Working Group deep dive on Gypsy and Traveller health	Uni of York and YTT research on mental health and Cancer Research study – presentation of the results and facilitated discussions on next steps for CYC	Complete Dec 2026  Mental health research published in July 2026 Cancer findings by dec 2026	Health Inclusion
Healthy Child Service	Survey targeted at Gypsy and Traveller residents	Using the results of the survey, develop and implement	Complete March 2027	HCS

		targeted interventions for Gypsy and Traveller community		
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### Community Safety

Action	Info	Update	Timescale	Owner
Negotiated stopping policy in 6 months and look for Temporary sites	Agree policy and hold workshops for staff	Collaborated with YTT on draft version	April 2027	Head of Community Safety
Hate Crime – YTT to input to the Communications Plan	Communication and Engagement Plan is part of the Hate Crime Partnership action plan – YTT to support on development of the plan, as a third party reporting option. Cross reference York and North Yorkshire HC and Community Cohesion Plan	Reporting has moved to online, capacity issues for third party reporting	12 months (ongoing)	YTT Head of Community Safety

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**Corporate Scrutiny Committee****22 June 2026**

Report of the Director of Communities

**Fulford Cemetery / Bereavement Services****Summary**

1. This report asks Scrutiny members to review the proposals to Executive for the future management of Fulford Cemetery, comment on the approach, and make any recommendations to Executive before a final decision is taken.

**Background**

2. Fulford Cemetery is York's main burial site and provides burial space for residents and non-residents, including infant, green burial and war grave provision. Fulford Parish Council has owned and managed the site since 1968.
3. Under a Burial Services Agreement dated 27 March 2006, the Council delegated burial functions to the Parish Council and agreed to meet 80% of any annual losses. A separate agreement also dated 27 March 2006 required that the Council indemnify all remaining payments under a £105,000 Public Works Loan previously taken out by FPC for cemetery expansion. The loan is to be repaid over 25 years (up to 2030) and is at 4.4% APR, with around £34.8k still outstanding.
4. On 21 August 2025, the Council took on temporary management of the cemetery for 12 months under an agreement with the Parish Council pursuant to Section 101 of the Local Government Act 1972 to stabilise the service and test whether it could be run more effectively. That arrangement has now been extended up to an including 31 July 2027, while longer-term proposals are considered. During the temporary period, the service moved from forecast break-even to a reported surplus of £30,733.36.

5. The full draft Executive Report on the proposals is contained at Annex A of this report for Scrutiny Members to review and comment.

### **Consultation**

6. Discussion has taken place with Fulford Parish Council, Fulford Cemetery Committee, as well as the Council's Legal Services, Finance and HR Departments. No formal public consultation has been undertaken at this stage. While there is no statutory requirement for consultation before a handover of management, transparency will be important if any future changes affect burial rights, fees, staffing or land arrangements.

### **Options**

7. The options are described in the attached report however are summarised below:
  - I. Accept the principle of a permanent Council takeover of management, subject to negotiation of detailed terms with Fulford Parish Council.
  - II. Retain the current temporary management arrangement from 2025 and continue under the current agreements from 2006.
  - III. Withdraw from the current management arrangement from 2025 and leave Fulford Parish Council to continue under the existing 2006 agreements.
  - IV. Consider whether the 2006 Burial Services Agreement should be terminated, including whether to waive the full 36-month notice period.

### **Analysis**

8. The strongest case for takeover is strategic control. The council would gain direct oversight of a key citywide service, avoid continuing exposure to 80% of losses without full control, and retain any future surplus generated by the service. The temporary arrangement has also shown service and operational improvements, including stronger standards, better grounds maintenance, increased resilience and renewed income opportunities.

9. The key challenge is financial sustainability. Historic performance has been volatile, including significant recent losses, and there are expected additional operating costs if the service transfers permanently. There are also unresolved issues around staffing, TUPE, assets, land, cemetery records and the outstanding loan. Doing nothing also carries risk because Fulford Parish Council has made clear it does not see long-term management as viable.

### **Council Plan**

10. The proposals support council priorities on affordability, environment, equalities and health. They help protect burial provision for York residents, create opportunities for greener and more biodiverse use of the site, and support dignity, choice and access for bereaved families.

### **Implications**

11. Please refer to the draft Executive report for detailed implications. In summary:

**Financial** – There are no direct financial implications associated with this scrutiny report.

A permanent transfer of the service would result in a net nil impact to the Council's budget. The cemetery budget has historically been set so that operating costs are covered by fee income and this principle would continue. The transfer would protect the council from ongoing exposure to losses without control and allow any future surpluses to be retained. The remaining loan liability also needs resolution.

**Human Resources (HR)** – A permanent transfer will trigger TUPE for relevant staff. Staffing structures, grades and management arrangements still need to be confirmed.

**Equalities** – The proposals support fair access to burial services and dignity for bereaved families. A Human Rights and Equalities Assessment has concluded there are no negative consequences. The full assessment is contained as an Annex in the Executive report.

**Legal** – Local authorities have the power to provide and manage cemeteries under Section 214 of the Local Government Act 1972,

but they are not legally required to do so. The only statutory duty relating to funerals arises under the Public Health (Control of Disease) Act 1984, which obliges authorities to arrange a funeral where no one else will; however, this does not require the provision of burial land and may be fulfilled using existing public or private facilities. Any decision to assume management or operational responsibility is therefore entirely discretionary. If the Council chooses to proceed, Legal Services will need to prepare the necessary agreements covering management, land, assets, records, staffing, and any changes to the 2006 arrangements. If the Council accepts the Cemetery back and terminates the 2006 Agreements, this will simply return the burial services function to the Council and would not constitute a delegation under the Local Government Act 1972

**Crime and Disorder** – There are no direct crime and disorder implications identified in this report.

**Information Technology (IT)** – Any permanent transfer would require secure transfer and management of cemetery records and supporting systems.

**Property** – Property implications include any lease or land arrangements for the cemetery and lodge, and any transfer of assets.

**Other** – Public health, environmental and communications considerations support a stable, well-managed bereavement service and will need to be reflected in implementation planning.

### **Risk Management**

12. The main risks are that income does not remain at current levels, staffing costs are higher than forecast, negotiations on transfer terms are prolonged or complex. These risks can be reduced through due diligence, phased implementation, clear governance, legal advice and ongoing budget monitoring.

### **Recommendations**

13. Scrutiny members are asked to consider the proposals set out in the attached report and annexes, review the options and implications, and provide comments or recommendations to

Executive on the proposed future management of Fulford Cemetery and the proposed approach to the 2006 agreements.

### Contact details

For further information please contact the authors of this report.

#### Author:

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#### Chief Officer Responsible for the report:

Pauline Stuchfield  
Director of Communities

Report  
Approved



Date 11/06/2026

### Background papers

18 July 2025, The 2025 agreement:

- Officer decision report:  
<https://democracy.york.gov.uk/documents/s184468/>
- Decision summary:  
<https://democracy.york.gov.uk/ieDecisionDetails.aspx?ID=7472>

### Annexes

Annex A: Fulford Cemetery / Bereavement Services draft report and annexes to Executive on 7 July 2026.

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<b>Meeting:</b>	Executive
<b>Meeting date:</b>	7 July 2026
<b>Report of:</b>	Pauline Stuchfield, Director of Communities
<b>Portfolio of:</b>	Councillor Lomas, Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and Inclusion

## Fulford Cemetery / Bereavement Services

### Subject of Report

1. Fulford Cemetery (the “**Cemetery**”) is the main burial site for the City of York and is open to people of all faiths and from any area (including out of York). There is designated space for commonwealth war graves (official term), infants and green burials.
2. There is no statutory duty on a local authority to provide burial facilities, but if one should choose to, the management is governed by the Local Authority Cemeteries Order 1977 (the “**Cemeteries Order**”).
3. Previously, City of York Council (“**CYC**”) entered into an agreement Fulford Parish Council (“**FPC**”) on 27<sup>th</sup> March 2006 (the “**2006 Burial Services Agreement**”), under which CYC had delegated its cemetery and burial functions under Section 214 and Schedule 26 of the Local Government Act 1972 (the “**1972 Act**”) and the Cemeteries Order to FPC, to allow such persons who would have rights of burial within CYC’s district, or the bodies of other inhabitants of CYC’s district, to be brought to the Cemetery for burial but who were not residents within the area of FPC.

4. Under the terms of 2006 Burial Services Agreement, CYC is also liable for 80% of any losses incurred by FPC in their management of the Cemetery on an annual basis. The 2006 Burial Services Agreement commenced on 1<sup>st</sup> April 2006 and is meant to continue for a period of 50-years until 31<sup>st</sup> March 2056, unless terminated by either CYC or FPC on no less than 36-months' written notice.
5. FPC also took out a £105,000 Public Works Loan in 2005 for cemetery expansion. The loan is to be repaid over 25 years (up to 2030) and is at 4.4% APR.
6. CYC separately agreed on 27<sup>th</sup> March 2006 (the “**2006 Loan Repayment Agreement**”) to indemnify all repayments (i.e., fifty half yearly payments of £3,483.46). There are 10 payments left, totalling £34,834.50.
7. On 21<sup>st</sup> August 2025, CYC entered an agreement with FPC pursuant to Section 101 of the 1972 Act where it was agreed that CYC would temporarily act as managing agent for FPC and discharge certain of FPC's functions as Local Burial Authority (within the meaning of Section 214 and Schedule 26 of the 1972 Act and the Cemeteries Order) in respect of Fulford Cemetery for a period of 12-months commencing on 1<sup>st</sup> August 2025 and due to expire on 31<sup>st</sup> July 2026, in order to stabilise the finances of the burials service for the city and determine future management arrangements for this vital service (the “**2025 Agreement**”). The 2025 Agreement can be terminated at any time by either CYC or FPC on 3-months' written notice.
8. FPC have now formally requested that CYC permanently take over the management of the Cemetery Annex 1. Terms and conditions of the formal request are included at (**Exempt from publication**) **Annex 2**, including matters relating to the existing legal agreements, transfer of assets, the Cemetery Development Fund, use of the office and staff welfare facilities at the Cemetery Lodge, staffing matters and cemetery records.

9. At the time of writing this report, the 2025 Agreement is about to be extended for a further 12 months, with authority from the Head of Paid Service (Chief Executive), in consultation with the Leader of the Council, to allow both FPC and CYC time to approve, negotiate and agree the terms of any proposed handover and the necessary documentation. Legal Services are currently assisting Bereavement Services with finalising this extension.
10. For the duration of the temporary management arrangements CYC and FPC will continue to work together to deliver service and site improvements for the benefit of everyone who visits the Cemetery.
11. The purpose of the report is to decide whether CYC should accept the proposals and take over the management of the Cemetery from FPC and terminate the 2006 Burial Services Agreement early or consider any other options to minimise the impact on burial ground provision and capacity in York.
12. This decision is needed to determine the options and final recommendation for the long-term sustainability of the Cemetery and is important as CYC's residents expect and deserve a properly managed cemetery service that safely supports and respects the bereaved and their loved ones in a cost-effective way.

## **Benefits and Challenges**

13. The benefits of accepting FPC offer (subject to negotiations) are:
  - I. long-term commitment to the residents of York for sufficient burial space for the next 50 plus years.
  - II. skilled people managing the site in accordance with the burial laws.
  - III. expert and knowledgeable resource to support income generation across all sites.
  - IV. cross directorate working from other areas of CYC to create and maintain a biodiverse green space.

14. The decision to accept FPC's request would come with financial challenges. Historically, the burial service at the Cemetery operated a small profit. CYC is responsible for 80% of any losses incurred under the terms of the 2006 Burial Services Agreement.

## **Policy Basis for Decision**

15. The York Health and Wellbeing Strategy has one big vision and four big "communities." One of which is "whenever they reach the end of life, people in York die well" however, there is no reference to looking after people after they die. People deserve dignity and respect in death as well as in life. This is important to the health and wellbeing of their families too.
16. One theme of The York Climate Change Strategy is "natural environment," with objectives including increase tree planting with "new parks and woodlands providing green, biodiverse spaces for people and nature to enjoy." The Fulford site provides an opportunity to create biodiversity, with many people choosing to spend time strolling and reflecting in cemeteries. There are opportunities to expand the climate change benefits of both the burial experience and use of the site in the future to meet the council's objectives.
17. Core Policies of the Council Plan:
  - I. **Affordability:** the opportunity to improve the range of services provided, such as simple burials which will increase options for people who want a burial but cannot afford the cost of a full service.
  - II. **Environment:** there is an opportunity to create biodiversity at Fulford Cemetery, creating a welcoming and tranquil environment for loved ones and others to visit, reflect and enjoy.

- III. Equalities and Human Rights: everyone deserves dignity in death and families deserve the right to have a properly managed cemetery in York.
- IV. Health Inequalities: the site and associated activities / developments create opportunities to reduce social isolation, increase volunteering, as well as a new space for walking and reflection which are known to improve wellbeing.

## Financial Strategy Implications

- 18. At present, Bereavement Services operates with a net surplus budget of £1.9m. The transfer of Fulford Cemetery would not require any additional financial resource as the cemetery sets a balanced annual budget. Should the Executive accept the offer, it is proposed that Bereavement Services manage the operation alongside their duties at York Crematorium and Dringhouses closed Cemetery.
- 19. The table below sets out a draft budget for the next 2 years for the cemetery. It reflects inflationary increases as well as minor efficiencies from the consolidation of services.

<b>Budget</b>	<b>26/27</b>	<b>27/28</b>
Employees	176,948	144,526
Premises	19,593	20,181
Transport	4,250	4,378
Supplies & Services	29,323	29,015
Income	-230,114	-237,761
<b>Net Budget</b>	<b>0</b>	<b>-39,662</b>

- 20. Some existing roles within Bereavement Services may have job descriptions re-evaluated due to the additional responsibilities such as sites and direct reports.
- 21. The funeral industry is facing financial challenges as more people seek to cut the cost of a funeral. Nationally, since 2019 to 2025

there has been a shift in the way in which families say farewell to their loved ones:

- The percentage of attended cremations has reduced from 74% to 53%. Whereas direct cremations (no service/attendees) have increased from 3% to 21%.
- During the same period, the % of burials increased from 23% to 26%.

22. The table below details the chosen method of service in York whereby York Crematorium, Dringhouses and Fulford Cemetery are the place of rest:

Financial year	% of full-service cremations	% of direct cremations	% of simple cremations	% of total burials	Total
2019-2020	93%	7%			2411
2020-2021	85%	15%			2693
2021-2022	86%	10%		4%	2357
2022-2023	85%	11%		4%	2599
2023-2024	83%	13%		4%	2491
2024-2025	84%	12%		3%	2346
2025-2026	78%	16%	2%	4%	2274

23. Bereavement services as a complete service will generate sufficient income to cover all staffing and operational costs, and CYC will continue to benefit from a net surplus budget.

24. Another point for consideration is the build of the new Crematorium at Sand Hutton. Whilst not impacting the management of the Cemetery, it will compete with York Crematorium which may further reduce the income generated.

## Recommendation and Reasons

25. Executive is asked to:

- approve Option 2 (paragraph 50) as follows:

to delegate authority to the Director of Communities (in consultation with the Director of Finance and Director of Governance) to commence negotiations with FPC for the proposed handover of the Cemetery to CYC and to negotiate and conclude all necessary legal documentation for this purpose; and

- II. approve Option A (paragraph 51) - the termination of the 2006 Burial Services Agreement without the full 36 months' notice period, and to delegate authority to the Director of Communities (in consultation with the Director of Finance and Director of Governance) to negotiate and conclude all necessary legal documentation for this purpose.

**Reason:** To mitigate the ongoing financial risk to CYC and use the opportunity to generate income and to safeguard a long-term burial space for CYC residents.

## **Background**

26. Since 1968, FPC has owned and maintained Fulford Cemetery.
27. Whilst FPC own and manage the Cemetery, CYC provide financial support through an agreement to underwrite 80% of any losses at the end of each financial year, any surplus is added to a capital Cemetery Development Fund.
28. There are two agreements between CYC and Fulford Parish Council, both dated 27<sup>th</sup> March 2006:
  - I. the 2006 Burial Services Agreement”, under which CYC had delegated its cemetery and burial functions under Section 214 and Schedule 26 of the 1972 Act and the Cemeteries Order to FPC, which provides for FPC to facilitate “City Council Burial Services” at agreed rates in lieu of CYC expanding its own burials capacity. Also under the terms of 2006 Burial Services Agreement, CYC is also liable for 80%

of any losses incurred by FPC in their management of the Cemetery on an annual basis. The 2006 Burial Services Agreement commenced on 1<sup>st</sup> April 2006 and is meant to continue for a period of 50-years until 31<sup>st</sup> March 2056, unless terminated by either CYC or FPC on no less than 36-months' written notice.

- II. The 2006 Loan Repayment Agreement, under which CYC agreed to indemnify all repayments (i.e., fifty half yearly payments of £3,483.46) in relation to a 25-year £105,000 Public Works Loan at 4.4% APR that FPC took in 2005 for cemetery expansion. There is approximately £34,835 that remains to be repaid under the Loan.
29. Until 2022/23, the Cemetery operated with a profit. After that, two years of losses were recorded of £12,003.12 and £90,418.00 were recorded, resulting in a loss to CYC of £81,936.90, a revenue implication for the council.
30. The table below summarises the year end net position for the last 6 financial years.

<b>Financial Year</b>	<b>Year End Net Position</b>
2020-2021	£4,884
2021-2022	£2,111
2022-2023	£1,324
2023-2024	-£12,033
2024-2025	-£90,418
2025-2026	£30,733

31. The loss in 2024-2025 includes redundancy costs of £47, whilst the 2025-2026 profit are attributed to a reduction in staffing costs and, the dedication and commitment of colleagues across CYC and FPC in increasing income opportunities through memorial sales.
32. Provision of burial services requires employment of staff to manage sites, administer records, facilitate burials and maintain the grounds. The cost of this expenditure is met by generating income via burials and memorials etc.

33. FPC implemented various measures to reduce the loss including increasing fees and reducing staffing numbers. Other ideas were also considered such as selling the lodge, leasing of land for solar panels, a pet cemetery, the pre-sale of multiple plots and a garden of remembrance.
34. Finally, FPC wrote to local Councillors to highlight the local and national issues affecting bereavement services. The letter included a request for “any assistance that Government can provide to help local authorities faced with such unaffordable expenditure, during what appears to be a transition away from public sector provided bereavement services to private sector low-cost cremation services, the Fulford Cemetery Committee would welcome any help in its current predicament.”
35. In October 2024, FPC made a formal request that CYC take over the ownership and maintenance of the Cemetery. The decision was made for CYCs bereavement services to temporarily take over the management of the Cemetery from 1<sup>st</sup> August 2025 for a 12-month period under the 2025 Agreement detailed at Annex 3.
36. In the lead up to the 2025 Agreement, FPC (and CYC, as assumptions were made that the Cemetery was CYC’s responsibility) were subjected to negative sentiment on social media as the grounds were not maintained to the expected public standard due to budget constraints. Following this CYC, FPC and local residents through volunteering worked in partnership to improve the appearance and maintenance of the grounds.
37. The purpose of the 2025 Agreement was for CYC to manage and evaluate the service to determine if the cemetery could return to profit and reduce the financial burden to CYC imposed by the 2006 agreement.
38. The original forecast outturn for 2025/26 was to “break-even”. The service achieved a profit of £30,733.36.
39. Since August 2025, several improvements to the Fulford Cemetery service have been made including:

- Reducing waste in processes, resulting in a more efficient way of working.
  - Adoption of the FBCA code of burial practice, giving reassurance to the bereaved.
  - Quality checks to ensure identification matches on paper and coffin.
  - Opening the day after bank holidays to improve access.
  - Volunteering days from Stay City (and exploring other options such as York Racecourse and Askham Bryan College).
  - Friends of Fulford set up with support from Community services.
  - Support from Community Payback with strimming and litter picking.
  - Review of income opportunities with new “memorial” options coming available in the new future.
40. These improvements prevented further negative social media sentiment, increased burial numbers and returned the cemetery to a profitable position.
41. If CYC was to continue to provide the service – in addition to those above there could be the additional benefits:
- a combined strengthened team as administrators and grounds-staff / technicians could work cross sites, increasing resilience.
  - integrated approached to income generating opportunities; and
  - co-ordination of volunteering opportunities across Bishopthorpe, Dringhouses and Fulford sites.
42. Other opportunities will present themselves if the decision is approved, such as efficiencies in systems etc.; however, the financial impact of those changes is likely to be minimal.
43. The Cemetery has between 50 to 63 years of burial capacity which will lead to income generation opportunities with possible diversification of burial practice and use of the space.

44. FPC have made their intentions clear, that managing the Cemetery is no longer an option for them. Should CYC choose not to take over the management of the Cemetery permanently, FPC could decide to close the Cemetery which will restrict available burial space for the City of York residents even further.
45. Current complications and challenges lie in the dual management of the site and staff by CYC and FPC, which would disappear whichever option was chosen.
46. At the time of writing this report, the 2025 Agreement is to be extended for a further 12-months, with authority from the Head of Paid Service (Chief Executive), in consultation with the Leader of the Council, to allow both FPC and CYC time to approve, negotiate and agree the terms of any proposed handover and the necessary documentation. Legal Services are currently assisting Bereavement Services with finalising this extension.

## **Consultation Analysis**

47. At this time consultation has been undertaken with Fulford Cemetery Committee and the Parish Council, CYC Legal services and HR. The options analysis below sets out some of the issues to be considered when making any decision.
48. There is nothing specific under the 1972 Act or the Cemeteries Order that mandates that there must be a public consultation prior to handover of management of the cemetery from FPC to CYC, although it would be considered best practice to ensure transparency, especially if the transfer affects burial rights, fees, or consecrated land.

## Options Analysis and Evidential Basis

49. Options are presented below for the decisions to manage the Fulford Cemetery site and the future of the 2006 Cemetery Agreement.

### Options on management of the site

50. There are four options to consider:

#### **Option 1**

Accept FPC's offer including the proposed terms and conditions and take over all aspects of managing the Cemetery and accept the possibility of increased income generation. This option is not recommended as it seems prudent for CYC to enter negotiations surrounding the terms and conditions associated with the offer.

#### **Option 2**

Accept FPC's offer to take over the management of the Cemetery and commence negotiations on the proposed terms and conditions.

#### **Option 3**

Reject the offer from FPC, continue providing temporary management and administration support under the 2025 Agreement, and continue with the current 2006 Burial Services Agreement (including 80% share of any losses and no share of profits). Whilst this option protects against losses, it precludes the return of any surplus to the council.

#### **Option 4**

Reject the offer from FPC, withdraw the current management and administration support under the 2025 Agreement, but continue with the current 2006 Burial Services Agreement (including 80% share of any losses and no share of any surplus).

The preferred recommendation is Option 2 in conjunction with options on the 2006 Burial Services Agreement below.

### **Options on the 2006 cemetery agreement**

51. There are three further options to consider alongside the options above:

#### **Option A**

Accept early termination of the 2006 Burial Services Agreement, waiving the 36 months' notice period. If this happens without CYC also accepting to manage the site permanently, further consideration needs to be given to the outstanding monies on the public works loan agreement and the financial and reputational implications of FPC continuing to manage the site with insufficient skills and resources to do so or any suitable alternative options in place.

#### **Option B**

Reject early termination of the 2006 Burial Services Agreement waiving the 36 months' notice period and continue as before under the existing 2006 burial agreement for the full notice period, accepting CYC will incur 80% of any losses and no share of any surplus (with or without CYC agreeing to manage the site).

#### **Option C**

Reject any termination of the 2006 Burial Services Agreement and continue as before under the existing 2006 burial agreement, accepting CYC will incur 80% of any losses and no share of any surplus (with or without CYC agreeing to manage the site) for the full remaining period of the agreement.

51. The preferred recommendation is Option A, alongside Option 2, in respect of the management of the site.

## Organisational Impact and Implications

52. Organisational impact and implications are:

### Financial

The recommended option to accept the offer to manage FPC and the additional staff costs estimated in the report, can be managed within the existing bereavement services budget and the additional income that the FPC will generate for CYC. There is risk around the income levels however this would be monitored as part of the regular budget monitoring process. Further efficiencies may be identified through the consolidation of the services.

Were CYC to reject the offer to manage the cemetery, CYC remains at risk of having to fund 80% of losses for FPC, without being able to exert influence over the operation and seek efficiencies.

For the outstanding PWLB loan, the current understanding is that CYC will remain liable to make repayments over remaining term of the loan.

### Human Resources (HR)

#### Management of site

Should Option 4 be taken forward, any CYC employees temporarily seconded to manage the Cemetery under the current management arrangements would revert to their substantive post within CYC.

Should the recommended options be taken forward it is likely that a relevant transfer will be deemed to take place and the Transfer of Undertakings (Protection of Employment) regulations 2006 (TUPE) are likely to apply. TUPE provides those employees assigned to the entity with certain protections in relation to their employment.

Should TUPE be deemed to apply, any employees assigned to the entity, in the organised grouping carrying out the activities, would transfer to CYC on their existing terms and conditions. As with any workforce change any such transfer would be managed in accordance with the legislation and CYC's workforce change procedures. The TUPE process may take up to 4 months.

## Legal

Local authorities have the power to provide and manage cemeteries under Section 214 of the 1972 act, but they are not legally required to do so. The only statutory duty relating to funerals arises under the Public Health (Control of Disease) Act 1984, which obliges authorities to arrange a funeral where no one else will; however, this does not require the provision of burial land and may be fulfilled using existing public or private facilities.

Accordingly, CYC has no legal duty to accept FPC's proposal regarding the Cemetery. Any decision to take on management or operational responsibility is entirely discretionary. Should CYC choose to proceed, Legal Services will need to advise on the required agreements, which vary by option:

- I. **Option 1:** Potentially includes asset transfer, lease arrangements, staff transfers, as well as termination of the 2006 Burial Services Agreement, and termination/amendment of the 2006 Loan Repayment Agreement.
- II. **Option 2:** Asset transfer, lease arrangements, staff transfers, and potentially modifications to the 2006 Agreements.
- III. **Option 3:** Potential modifications to the 2006 Agreements only.
- IV. **Option 4:** Potential modifications to the 2006 Agreements only.

If CYC accepts the Cemetery back and terminates the 2006 Agreements, this would simply return the burial services function to CYC and would not constitute a delegation under the 1972 Act.

## Procurement

There are no procurement implications as there are no works, or services required moving forwards if the responsibility is transferred back to CYC.

## **Health and Wellbeing**

Public Health supports the recommendations in the report. This option gives longevity to the commitment to our residents on funeral options. Peace of mind at a time of great stress.

## **Environment and Climate action**

Under CYC management, there are opportunities to explore increased tree planting, and biodiversity gain at the site. As well as creating new habitats and tranquil environment for visitors, these activities could generate revenue for the site.

As well as improvements to the grounds, the Climate Change team could support alternative burial experiences to reduce the overall environmental impact of the service.”

## **Affordability**

The proposed changes would improve affordability for residents on low incomes by enabling the council to offer a broader range of burial options, including simpler and lower-cost services, while maintaining a properly managed local cemetery within the city. A more resilient and integrated bereavement service would also help the council to manage costs more effectively over time, reducing pressure for higher charges and giving families greater choice at a time when many are seeking more affordable funeral arrangements.

## **Equalities and Human Rights**

Every Decision Report must consider whether to have an Equalities Impact Assessment (EIA) and this section will include the key recommendations from the EIA or explain why no EIA is required.

The Human Rights and Equalities assessment is included as Annex 4.

## **Data Protection and Privacy**

Every report must consider whether to have a Data Protection Impact Assessment (DPIA) and this section will include the compliance requirements from the DPIA or explain why no DPIA is required.

The Data Protection Impact Assessment (DPIA) screening questions have been completed in relation to the recommendations and options set out within this report. At this stage, no personal data, special category data, or criminal offence data is being processed and, as such, a full DPIA has not been required.

Subject to approval of the recommendations and preferred option(s), a DPIA will be undertaken at the appropriate stage to ensure that any data protection and privacy risks are fully identified, assessed, and appropriately managed.

### **Communications**

This issue may require communications support if there is any change to service or how the site operates that has an impact on residents. To be kept under review, depending on the agreed next steps.

### **Economy**

The report is noted and has no direct economic implications.

### **Risks and Mitigations**

53. The key risks associated with the recommended changes are that income levels may not be sustained, staffing costs may be higher than currently forecast, legal negotiations on the proposed terms and conditions may take longer or prove more complex than anticipated.
54. These risks would be mitigated through detailed due diligence and legal documentation before any final transfer, continued budget monitoring and review of income performance, ongoing dialogue with HR colleagues regarding staffing matters and clear governance and oversight throughout negotiations and implementation.
55. There should not be any service disruption during the negotiation period due to the extension of the temporary management arrangements which also ensures public confidence is maintained.

## Wards Impacted

All wards will be affected by this decision.

## Contact details

For further information please contact the authors of this Decision Report.

### Author

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<b>Report approved:</b>	Yes
<b>Date:</b>	11 June 2026

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## Background papers

18 July 2025, The 2025 agreement:

- Officer decision report:  
<https://democracy.york.gov.uk/documents/s184468/>
- Decision summary:  
<https://democracy.york.gov.uk/ieDecisionDetails.aspx?ID=7472>

## Annexes

- Annex 1: FPC letter re-affirming request
- **Annex 2 (Exempt from publication): FPC letter including proposed terms and conditions.**
- Annex 3: The 2025 agreement
- Annex 4: Human Rights and Equalities Assessment.

**Abbreviations**

CYC – City of York Council

FPC – Fulford Parish Council

FBCA – Federation of Burial and Cremation Authorities

HR – Human Resources

PWLB – Public Works Loan Board

TUPE – Transfer of Undertakings (Protection of Employment)

EIA – Equalities impact assessment

DPIA – Data protection impact assessment

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**Fulford**  
Parish Council

**Annex 1** The Cemetery Lodge

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21 January 2026

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Dear Pauline

**Re: Reaffirmation of Offer for Fulford Cemetery Management**

Further to our letter dated 6 December 2024, Fulford Parish Council reaffirms its request to City of York Council to rescind the Cemetery Agreement by mutual consent at the earliest opportunity. This request includes rescission of the provisions relating to any notice period within the Cemetery Agreement and to offer the management of Fulford Cemetery to City of York Council.

The Parish Council continues to sincerely hope that City of York Council can agree to take over management of Fulford Cemetery and that further negotiations towards this arrangement can be dealt with expediently.

Yours sincerely

Rachel Robinson  
**Clerk and RFO to Fulford Parish Council**

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By virtue of paragraph(s) 3, 4 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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**DATED**

**2025**

**FULFORD PARISH COUNCIL**

**AND**

**THE COUNCIL OF THE CITY OF YORK**

**AGREEMENT**

**Relating to the management of burial services  
pursuant to section 101 of the Local Government Act 1972**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**BETWEEN:**

1. **FULFORD PARISH COUNCIL** of Cemetery Lodge, Fordlands Road, York, YO19 4QG ("**the Parish Council**"); and
2. **THE COUNCIL OF THE CITY OF YORK** of West Offices, Station Rise, York YO1 6GA ("**the City Council**")

**BACKGROUND**

- (1) The Parish Council and the City Council are local authorities constituted by the Local Government Act 1972.
- (2) The Parish Council is the owner of the cemetery known as Fulford Cemetery, located at Fordlands Road, Fulford, York YO19 4QG ("**the Cemetery**"), situated in the district of the City Council.
- (3) Both the Parish Council and the City Council are burial authorities within the meaning of Section 214 and Schedule 26 of the Local Government Act 1972 ("**the 1972 Act**") and the Local Authorities Cemeteries Order 1977 ("**the Cemeteries Order**") or any order modifying or re-enacting the same subject.
- (4) By virtue of Section 101 of the 1972 Act and, subject as provided therein, a local authority may arrange for the discharge of any of its functions by another local authority. This discharge of functions is made in accordance with Section 9EA of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.
- (5) Previously, the parties entered into an agreement on 27<sup>th</sup> March 2006 ("**the 2006 Agreement**"), under which the City Council had delegated its cemetery and burial functions under Section 214 and Schedule 26 of the 1972 Act and the Cemeteries Order to allow such persons who would have rights of burial within the City Council's district, or the bodies of other inhabitants of the City Council's district, to be brought to the Cemetery for burial but who were not residents within the area of the Parish Council.
- (6) The parties have now agreed that the City Council will temporarily manage Fulford Cemetery until 31<sup>st</sup> July 2026, in order to stabilise the finances of the burials service for the city and determine future management arrangements for this vital service.
- (7) Further to the terms of this Agreement, the Parish Council and the City Council have therefore agreed that the City Council will act as managing agent for the Parish Council and discharge certain of the Parish Council's functions as Local Burial Authority in respect of the Cemetery on the terms set out in this Agreement ("**the Agency**").
- (8) For the avoidance of any doubt, this Agreement will exist alongside the 2006 Agreement, for the duration of the management services at the Cemetery that the City Council has agreed to provide the Parish Council as part of the Agency.

**IT IS AGREED THAT:**

**1. TERM AND TERMINATION**

1.1. This Agreement shall commence on 1<sup>st</sup> August 2025 (“**the Commencement Date**”) and shall continue until:

1.1.1. the Agreement expires on 31<sup>st</sup> July 2026 (“**the Expiry Date**”); or

1.1.2. it is ended earlier by either party giving a minimum of three (3) months' written notice before the Expiry Date; or

1.1.3. it is ended by the Parish Council under Clause 11.1 (serious breach by the City Council),

whichever comes first.

**2. PARTNERSHIP WORKING**

2.1. The parties are committed to the efficient delivery and operation of the Agency for the benefit of the local community and will co-operate in a spirit of partnership to comply with their obligations under this Agreement.

2.2. For the avoidance of any doubt, and without prejudice to the commitment of the parties under Clause 2.1 above, nothing in this Agreement shall constitute or be construed as constituting or establishing any formal partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

**3. THE PARISH COUNCIL'S FUNCTIONS**

3.1. The Parish Council may continue to exercise the functions described, and to the level and frequency set out, in Schedule 1 (**Schedule of Functions**) within the area edged in red shown in Schedule 3 (**Boundary Plan**), in accordance with Section 101(4), Section 214 and Schedule 26 of the 1972 Act, the Cemeteries Order (or any order modifying or re-enacting the same subject), and this Agreement.

**4. THE CITY COUNCIL'S FUNCTIONS**

4.1. The City Council is empowered in the performance of the Agency to exercise on behalf of the Parish Council, such powers of the Parish Council with respect to the management and operation of the Cemetery as listed in Schedule 1 (**Schedule of Functions**) (“**the Agency Functions**”).

4.2. The Agency Functions under this Agreement are exercisable solely within the Cemetery.

- 4.3. The authority given in Clause 4.1 shall include power to take or defend any legal proceedings on behalf of the Parish Council and to issue any consent or licences or enter into any agreements that may be necessary, subject to the terms of this Agreement.
- 4.4. The City Council will notify the Parish Council within twenty-one (21) days of receipt of any such claim.
- 4.5. The City Council shall not further delegate these functions except to a committee, sub-committee or an officer of the City Council.

## **5. CITY COUNCIL'S OBLIGATIONS**

- 5.1. The City Council shall provide the Agency to the highest standard with reasonable care and skill in compliance with this Agreement (including the Schedules hereto) and shall conform with such legislative requirements and current specifications as are relevant to the provision of the Agency.
- 5.2. In performing the Agency, the City Council shall conform to all relevant policies and procedures of the Parish Council, including but not limited to those contained in Schedule 4 (**Parish Council's Policies and Procedures**) and in relation to health and safety matters.
- 5.3. The City Council shall properly manage and monitor performance of the Agency and immediately inform the Parish Council if the Agency or any part of the Agency is not, or may not be performed, and whether or not this is the result of any act or omission by the City Council giving details, reasons and likely duration.
- 5.4. The City Council shall take such precautions for the protection of public and private rights or interests as though they were the Parish Council and in accordance with Schedule 1.
- 5.5. The City Council must comply with all legislative provisions, regulations and guidance relating to the Agency Functions as though the City Council were the Parish Council.

## **6. COMMUNICATIONS**

- 6.1. The City Council shall provide a bi-monthly update on the performance of the Agency to include such information as specified in Schedule 2 (**Reporting of Agency**). This update must be given to the Contact Officer.
- 6.2. The City Council shall operate a complaints procedure for dealing with complaints from members of the public regarding Agency Functions.
- 6.3. The Contact Officer is Head of Customer Services, or any other officer specified to the City Council in writing.

## **7. CITY COUNCIL'S PERSONNEL**

- 7.1. The personnel assigned by the City Council to the performance of the Agency will be suitably qualified, trained, experienced and properly supervised with regard to the provision of the

Agency Functions and will be made fully aware of the City Council's obligations under the Agreement as it affects them in the performance of their functions.

7.2. The City Council shall employ sufficient persons to ensure the Agency Functions are provided at all times and in all respects in accordance with the Agreement.

7.3. For the purposes of this Clause, 'personnel' shall mean all persons employed by the City Council to perform the functions of the Agency together with the City Council's servants, City Councils and sub-contractors.

## **8. OPERATIONAL MANAGEMENT OF PARISH COUNCIL STAFF**

8.1. Further to and in accordance with the Schedule 1 (**Schedule of Functions**) and Schedule 5 (**Operational Management Terms**), the City Council shall as part of its Agency at the Cemetery assume responsibility for the operational management of any Parish Council staff members and/or volunteers assigned to the Cemetery.

## **9. COSTS RECEIVED BY THE CITY COUNCIL**

9.1. The City Council shall only receive costs in line with the staffing costs and expenses listed in Schedule 1 (**Schedule of Functions**).

9.2. Regarding the staffing costs the parties acknowledge and accept that these costs:

9.2.1. shall be payable in twelve (12) equal instalments, in arrears, on a monthly basis during the Agency; and

9.2.2. are subject to adjustment in line with the 2025/2026 Pay Award. The City Council will inform the Parish Council, in writing, prior to the 2025/2026 Pay Award taking effect.

9.3. In addition to the above, the parties acknowledge and accept that all costs received by the City Council in respect of the Agency Functions carried out on behalf of the Parish Council under this Agreement shall belong exclusively to the City Council.

9.4. All charges and costs payable to the City Council under this Agreement are exclusive of VAT, which may be payable in addition.

## **10. PAYMENTS**

10.1. The City Council shall invoice the Parish Council on the first working day of each month during this Agency, addressed to the Parish Clerk and setting out the time and the charges incurred which are due under this Agreement in relation to the preceding month. For the purposes of this clause 10.3, "**working day**" shall mean any day Monday to Friday which is not a public bank holiday in England or Wales.

10.2. Such invoices shall be payable by the Parish Council within 30 days of the date of the invoice.

- 10.3. Any overdue sums will bear interest from the due date until payment is made at three per cent (3%) per annum over the Bank of England base rate from time to time. The remedies for late payment contained in this clause 10.4 above are substantial remedies within the meaning of Part II of the Late Payment of Commercial Debts (Interest) Act 1998 and that both Parties to this Contract acknowledge that this term was not imposed on either to the detriment of the other and that the Provider did not receive any inducement to agree to this term

## **11. INDEMNITY AND INSURANCE**

- 12.1. The City Council shall indemnify the Parish Council against all and any action, claim, costs, demands, proceedings and liabilities arising out of:
- 12.1.1. any failure of the City Council to discharge the Agency in accordance with the requirements of this Agreement or with any provision of law or to comply in the exercise of the Agency with any requirement referred to herein; or
  - 12.1.2. any negligent act or omission on the part of the City Council, its City Councils or servants in performing the Agency, except to the extent that any claim is due to any act or omission of the Parish Council or to any person for whom the Parish Council is responsible.
- 12.2. The City Council shall arrange insurance cover appropriate to the provision of the Agency Functions under this Agreement.

## **12. INADEQUATE PERFORMANCE**

- 12.1. In the event of a serious breach of the Agreement or if non-compliance occurs the Parish Council may issue an improvement notice detailing the nature of the breach. Where the subject of the improvement notice has not been rectified to the satisfaction of the Parish Council within twenty-eight (28) days of issue of the notice, the Agreement may be terminated forthwith.

## **13. VARIATION OF AGREEMENT**

- 13.1. This Agreement may only be varied in writing, in the form of an addendum to this Agreement and with both parties' signed consent.

## **14. REVIEW OF AGREEMENT**

- 14.1. This Agreement shall be subject to formal review bi-monthly.

## **15. DISPUTE RESOLUTION**

- 15.1. If any dispute arises out of this Agreement the parties will first attempt to settle it by negotiation.

- 15.2. If resolution cannot be agreed between the officers directly involved, the matter shall be referred to the parties' duly authorised representatives at the earliest opportunity and within twenty-eight (28) days of the original identification of a possible dispute.
- 15.3. Where the matter remains unresolved, it shall be referred to Director of Housing & Communities for resolution.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1. This Agreement shall be construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of English Courts.



Executed as a deed and delivered by **THE**  
**COUNCIL OF THE CITY OF YORK** affixing the  
common seal in the presence of:

- )
- )
- ) .....
- ) Authorised Officer's signature
- )
- ) .....
- ) Print name
- )
- ) .....
- ) Print role

.....

Sealing Number

## SCHEDULE 1

### Schedule of Functions

#### 1. THE PARISH COUNCIL'S CONTINUING FUNCTIONS

The Parish Council shall continue to:

- maintain accurate accounting records, and share these with the City Council on a monthly basis;
- continue to be responsible for any employment related Issues for all Parish Council workers, including those assigned to the City Council for the purposes of the Agency;
- explore the long-term options of retaining or transferring ownership and management of the Cemetery to another body;
- respond to formal complaints about the Cemetery and share relevant information with the City Council to aid service improvements;
- maintain accurate information on the Fulford Cemetery website;
- respond to (if appropriate) social media activity relating to the Cemetery and share relevant information with the City Council to aid service improvements;
- provide any information reasonably requested by the City Council which is pertinent to the Agency and the successful operation of the Cemetery; and
- work alongside the temporary management support provided by the City Council to explore and implement new ways of working to improve efficiency and generate income and/or reduce costs at the Cemetery.

In addition, to enable the City Council to execute the functions outlined in section 2 below, the Parish Council will provide access to relevant systems and appropriate training.

#### 2. THE CITY COUNCIL'S AGENCY FUNCTIONS

To provide resources to the Parish Council to:

- assume responsibility of the operational management of any Parish Council staff members and/or volunteers assigned to the Cemetery, in accordance with Schedule 5 (**Operational Management Terms**) of this Agreement;
- provide a dignified and efficient burial service for the residents of York and neighbouring communities;
- develop and implement administrative systems, computerised and manual databases whilst having awareness of Data Protection Legislation and managing data within specific statutory guidelines;
- manage the daily / weekly / monthly / annual tasks, including monitoring development progress, discussing issues with stakeholders, third parties, tackling arising issues, and tweaking plans to meet its purposes and goals;
- undertake on the job training of other support staff providing administrative services to the department;
- answer incoming telephone calls, responding to requests for information, where appropriate, transferring calls to other members of staff and taking accurate messages if staff are unavailable;

- receive and process statutory forms from cemeteries for necessary full burials;
- process of issuing permits for new memorial work and installations, and if required to contact memorial masons and/or applicants to take remedial action should new headstones found to be unstable;
- maintain supervision of the operation of the business to provide services in accordance with the religious, cultural, and individual needs of the bereaved;
- exercise creativity and innovation in the marketing of various forms of memorials to maximise income and meet customer needs;
- organise and participate in any open days, public events, or official visits to the Cemetery;
- support the Parish Council to strive to improve the services offered;
- assist in the development of the service through additional special projects such as maximising income; and
- keep statutory documentation up to date including burial registers, burial index, purchased grave register, grave register.

### **3. THE CITY COUNCIL'S AGENCY COSTS**

The staffing costs for the Agency will cost sixty-six thousand seven hundred and ninety-three Pounds Sterling (£66,793), which pays for the gross salary of two (2) members of support staff. This amount will be subject to any adjustments as a result of the 2025/26 Pay Award. The City Council will inform the Parish Council, in writing, prior to the 2025/2026 Pay Award taking effect.

In addition to the above, and subject to the prior agreement between parties, the City Council may also recharge any other expenditure (e.g. travel disbursements, accommodation, subsistence) incurred in connection with the Agency to the Parish Council.

In addition to the above, all costs received by the City Council in respect of the Agency Functions carried out on behalf of the Parish Council under this Agreement shall belong exclusively to the City Council.

All costs described in this part of this Schedule 1 are exclusive of VAT, which may be payable in addition.

**SCHEDULE 2**

**Reporting of Agency**

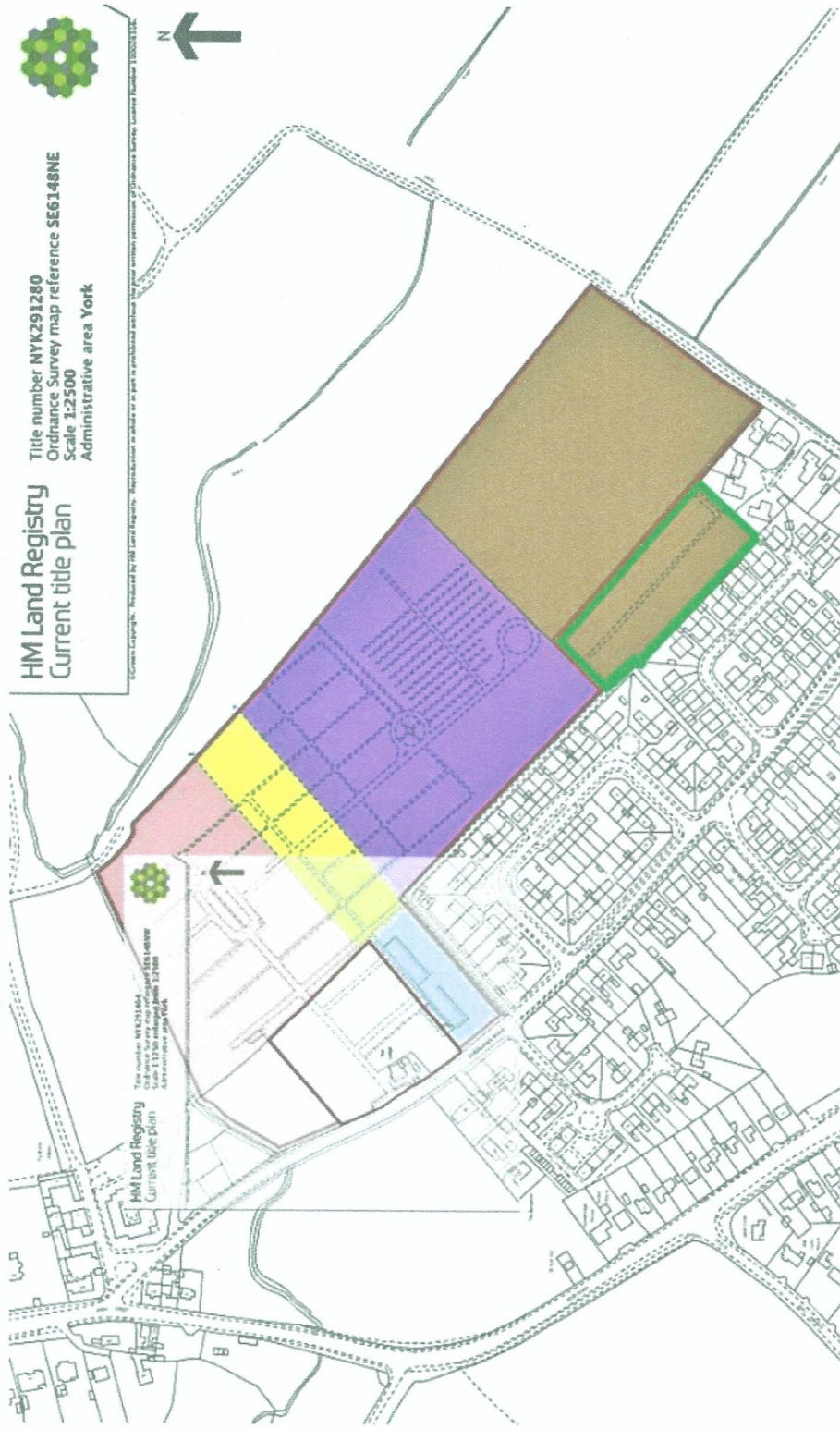
The Agreement will be monitored by the City Council's Head of Customer Services and Parish Clerk, who will jointly report to the Parish Council on a monthly basis. Such reporting shall include (but may not be limited to) a performance update in respect of the Agency and a financial review for the previous month.

SCHEDULE 3  
Boundary Plan

# Boundary Plan

Fulford Cemetery Edged in Red

Fulford Parish Council Allotments Edged in Green



**SCHEDULE 4**

**Parish Council's Policies & Procedures**



Social Media Policy  
Adopted 20241204.pr



Sexual\_Harassment\_  
Policy Adopted 2024C



Safeguarding Policy -  
Approved 20211012\_



Information\_Security  
Policy Adopted 2024



Health & Safety  
Policy - Reviewed 202



Grievance Policy  
Adopted 20240626.px



FOI Publications  
Scheme.pdf



Equality\_Diversity\_Po  
licy Adopted 2024062



Disciplinary Policy  
Adopted 20250514.pr



Data Protection  
Policy Adopted 26 Jur



Complaints  
Procedure Policy - Ap

**SCHEDULE 5**

**Operational Management Terms**

**1. Operational Management of the Cemetery**

- 1.1. During the Agency, those staff employed by the Parish Council assigned to the Cemetery, will be operationally managed by City Council in accordance with this Schedule.
- 1.2. Operational management will include, but not be limited to:
  - 1.2.1. the allocation of work;
  - 1.2.2. direction and day to day supervision of tasks;
  - 1.2.3. the approval of annual leave requests in accordance with Fulford Parish Council staff terms and conditions;
  - 1.2.4. arranging cover to ensure continuity of service; and
  - 1.2.5. performance management and training of the employees assigned.
- 1.3. The City Council managers who will be responsible for the operational management of this service will include:
  - 1.3.1. the Supervisor, Cemeteries, who will provide day to day supervision and direction.
  - 1.3.2. the Crematorium Manager;
  - 1.3.3. the Deputy Head of Corporate Customer Services; and
  - 1.3.4. the Head of Corporate Customer Services,

all of whom are employed within the Housing and Communities Directorate of the City Council.

**2. Employment status of Parish Council Staff**

- 2.1. The Parish Council employees, who will remain employees of Fulford Parish Council during this Agency but will be assigned to City Council for day-to-day direction and supervision, are:
  - 2.1.1. Cemetery Officer
  - 2.1.2. Grounds Foreman
  - 2.1.3. Groundsman & Maintenance Foreman
  - 2.1.4. Groundsman (confirmed retirement date 14<sup>th</sup> August 2025)
- 2.2. The Parish Council will ensure all assigned employees, subject to the management and supervision of the City Council, shall perform all duties assigned by the City Council staff including such duties which are not within the employee's current job description, but which are reasonably related to them, and that all assigned employees shall perform those duties as if they were specifically required under the contract of employment.

- 2.3. The City Council will be responsible for providing the Parish Council with all relevant management information to enable the Parish Council, as the Employer, to pay the employees correctly and complete necessary returns (e.g. sickness, other absence and reportable incidents/accidents).
- 2.4. For the avoidance of any doubt however:
- 2.4.1. nothing in this Schedule or any other provision of this Agreement will be construed to have effect as forming or recording any relationship of Employer and Employee between the City Council and the assigned workers from the Parish Council;
  - 2.4.2. the Parish Council shall comply with the terms of the contracts of employment for these employees throughout the continuance of this Agreement;
  - 2.4.3. if any employee assigned to the Cemetery is held to be employed by the City Council at any time, the City Council may dismiss said employee, and the Parish Council shall offer that person employment with the Parish Council on the terms that applied immediately before that dismissal;
  - 2.4.4. the Parish Council shall indemnify the City Council fully and keep the City Council indemnified fully at all times against any claim or demand by these employees arising out of their employment by the Parish Council or their termination throughout the continuance of this Agreement (except for any claim relating to any act or omission of the City Council or its employees or agents); and
  - 2.4.5. further to clause 2.2 of the Agreement, nothing in this Schedule or any other provision of this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties to this Agreement for any purpose whatsoever.

### **3. Pay and Expenses**

- 3.1. For employment purposes, the employees assigned to the City Council during the Agency shall continue to be employed by the Parish Council under their contracts of employment, which shall remain in force including their substantive pay and terms and conditions of employment.
- 3.2. The Parish Council shall therefore continue to pay these employees' salary and any allowances, provide any benefits due to these employees or their dependants, make any payments to third parties in relation to the employees and make any deductions that it is required to make from these employees' salary and other payments, in accordance with their contracts of employment.

- 3.3. The City Council will authorise any travel, telephone and other expenses in line with the Employer's own travel and expenses policies as apply from time to time and which are reasonably and properly incurred by these Parish Council employees, these expenses to be countersigned by an authorised signatory and paid by the employer in the normal way.

#### **4. Place of work and Equipment**

- 4.1. The Parish Council employees' base during the Agency shall remain the Cemetery, but they may be expected to attend other City Council work locations as may be reasonably required by the City Council.
- 4.2. The Parish Council will provide all pieces of equipment required for the employees to undertake their role.
- 4.3. During the Agency, the Parish Council shall provide the City Council employees with access to the building, offices and welfare facilities at the Cemetery Lodge.

#### **5. Hours of Work**

- 5.1. The Parish Council's employees shall continue to supply their services within the terms of their contracts of employment.

#### **6. Insurance & Health and Safety**

- 6.1. The City Council shall be responsible for ensuring that these employees observe the City Council's health and safety policies and procedures and maintains a safe method of working.
- 6.2. The City Council shall take out and maintain in full force with a reputable insurance company adequate insurance cover for any loss, injury and damage caused by or to the employees during its management of the Cemetery under the Agency.
- 6.3. The Parish Council will instruct its employees to observe all reasonable safety instructions given to them from time to time by the City Council.

#### **7. Grievance, Discipline, Conduct Standards, Attendance Management and Capability**

- 7.1. All matters of attendance management, capability, grievance and discipline shall be dealt with by the Parish Council in accordance with the contracts of employment and its normal procedures.
- 7.2. The City Council agrees to co-operate fully with the Parish Council to resolve grievances raised by any employee assigned by the Parish Council to the Cemetery.

- 7.3. The City Council shall use its reasonable endeavours to report to the Parish Council at the earliest possible opportunity, all matters which may require disciplinary or other management action (including matters related to attendance and or capability) by the Parish Council and to participate promptly in any subsequent action which may be necessary.

## **8. Periods of Leave**

- 8.1. The employees assigned by the Parish Council to the City Council as part of the Agency shall book all leave to which they are entitled with the City Council, with the City Council honouring all annual leave pre-booked by the employee with the Parish Council, prior to this management arrangement at the Cemetery being put in place.
- 8.2. In the event of sickness, the employees shall notify both the Parish Council and the City Council's Cemetery Supervisor in accordance with the agreed procedures of the Parish Council.

## **9. Supervision and Appraisal**

- 9.1. The City Council will hold regular supervision discussions with the employees assigned to the Cemetery in line with the employer's policy.
- 9.2. A copy of any objectives set by the Parish Council for each employee will be shared with the City Council for their information.
- 9.3. The Parish Council shall continue to provide all reasonable support and assistance to the employees throughout the continuance of the Agency at the Cemetery. Specifically, the Parish Council will have regular contact with the employees throughout the Agency.

## **10. Summary termination of Parish Council employees**

- 10.1. The Parish Council may terminate any contract of employment, in line with its terms and conditions and the Parish Council's policies, of any member of staff assigned by the Parish Council to the City Council under the Agency. Any delay by the Parish Council in exercising the right to terminate shall not constitute a waiver of such rights.
- 10.2. Unless expressly stated to the contrary, the termination by the Parish Council of any member of staff assigned by the Parish Council to the City Council under this arrangement shall not operate as a notice to terminate this Agreement as a whole.
- 10.3. On termination by the Parish Council of any member of staff's employment who was assigned to the City Council under the Agency, howsoever arising, the Parish Council shall procure that the employee in question shall (if the City Council so requests):

- 10.3.1. deliver to the City Council all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during this arrangement and relating to the business or affairs of the City Council or its or their clients, customers or suppliers and any other property of the City Council which is in their possession, custody, care or control;
- 10.3.2. irretrievably delete any information relating to the business of the City Council stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the City Council; and
- 10.3.3. confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this **Error! Bookmark not defined.** 10.3.

## 11. Data protection

- 11.1. The Parish Council needs to provide relevant information about the employees assigned to the City Council in connection with the Agency. A data processing schedule setting out what personal data relating to the employees that the Parish Council needs to process, and why, is annexed to this Schedule.
- 11.2. In addition, throughout the City Council's management of the Cemetery:
  - 11.2.1. The City Council will collect and process information relating to the Parish Council employees assigned to the Cemetery in accordance with the City Council's Privacy Notice. This can be found at <https://www.york.gov.uk/privacy> and should be read in conjunction with other City Council privacy notices that are available in our Privacy Notice and/or any City Council policies and procedures in force from time to time.
  - 11.2.2. The Parish Council shall ensure that any of its employees assigned to the Cemetery will comply at all times with the City Council's current and up to date data protection policies and procedures in force from time to time when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the City Council.
  - 11.2.3. The Parish Council shall ensure that any relevant employees assigned to the City Council with access to any personal data will also comply with the City Council's Data Protection and Information Governance Procedures/Policies, including the regular mandatory training on Data Protection and Information Security and also the City Council's Complaints Policies/Procedures.

11.2.4. Failure to comply with any of the policies and/or procedures referred to above may be dealt with as a disciplinary matter and referred to the Parish Council and, in serious cases, may result in the termination of employment with the Parish Council.

## **12. Confidentiality**

12.1. The Parish Council shall use its reasonable endeavours to procure that any employees assigned to the City Council shall not:

12.1.1. (except in the proper course of carrying out the Agency in relation to the management of the Cemetery, as required by law or as authorised by the City Council) throughout the duration the Agreement or after its expiry or termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use best endeavours to prevent the use or communication of) any Confidential Information relating to the City Council that any Parish Council employee assigned to the City Council creates, develops, receives or obtains at any time during the continuance of this Agreement. This restriction does not apply to any information that is or comes in the public domain other than through the employees assigned to the City Council's unauthorised disclosure; or

12.1.2. make (other than for the benefit of the City Council) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the City Council or use such records (or allow them to be used) other than for the benefit of the City Council. All such records (and any copies of them) shall be the property of the City Council and shall be handed over by the Parish Council employees assigned to the City Council on the termination of this Schedule or at the request of the City Council at any time during the continuance of this Agreement.

12.2. Nothing in this Schedule shall prevent the Parish Council employees assigned to the City Council from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and the Parish Council employees assigned to the City Council has complied with the City Council's policy from time to time in force regarding such disclosures.

12.3. Both the City Council and the Parish Council shall:

12.3.1. keep any Confidential Information relating to the other party that it obtains as a result of this arrangement secret;

12.3.2. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the

prior written consent of the other party (such consent not to be unreasonably withheld or delayed);

12.3.3. use its reasonable endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

12.3.4. inform the other party immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

12.4. Notwithstanding the rest of this paragraph 12, each party may disclose this Agreement and the other party's confidential information to its legal advisers who may need to know such information for the purposes of exercising and/or enforcing the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its legal advisers to whom it discloses this Agreement and/or the other party's confidential information comply with this paragraph 12.

### **13. Intellectual Property Rights and moral rights**

13.1. The Parish Council warrants to the City Council that:

13.1.1. each of the employees assigned by the Parish Council to the City Council has validly assigned to the Parish Council in writing all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**") that will be created by the employees assigned by the Parish Council to the City Council during the Agency, to the fullest extent permissible by law, and has also agreed in writing to hold on trust for the Parish Council all the rights referred to in this paragraph in which the legal title does not pass to the Parish Council and to perfect a written assignment of such title to the City Council at the request of the Parish Council;

13.1.2. each of the Employees assigned to the City Council has validly waived in writing all their moral rights arising under Part I of the Copyright, Designs and Patents Act 1988 in respect of all works created in the course of providing the Services under this Schedule;

- 13.1.3. it will procure that each of these employees will provide to the City Council promptly on request a copy of the assignment, agreement and waiver referred to in paragraph 13.1.1 and 13.1.2 above; and
  - 13.1.4. it will procure that each of these employees shall provide to the City Council in writing full details of each invention, idea, discovery, development, improvement and innovation made by the Parish Council employees assigned to the City Council during the Agency, whether or not patentable or capable of registration, and whether or not recorded in any medium, promptly after creating it.
- 13.2. The Parish Council assigns to the City Council with full title guarantee all Intellectual Property Rights created by the Parish Council employees assigned to the City Council during the course of the Agency at the Cemetery and all materials embodying such rights to the fullest extent permitted by law and will at the City Council's request provide those materials and execute all further documentation necessary to effect and confirm the City Council's ownership of those rights.

## Annex to Schedule 5

### Data Processing Schedule

1. The contact details of the City Council's Data Protection Officer is:

Lorraine Lunt, Information Governance & Feedback Team Manager  
[Information.governance@york.gov.uk](mailto:Information.governance@york.gov.uk)

2. The contact details of the Parish Council's Data Protection Officer or Lead is:

Rachel Robinson, Clerk to the Parish Council  
[clerk@fulford-pc.gov.uk](mailto:clerk@fulford-pc.gov.uk)

3. Pursuant to paragraph 11 of Schedule 5 of this Agreement, the City Council shall process the Personal Data as follows and any such further written instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The City Council processes the personal data and special categories of personal data under the Agreement for the purposes set out in the Agreement and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the Agency.
Duration of the processing	For as long as is necessary for the City Council to comply with its obligations under this Agreement and for the furtherance of the arrangements between the Parties in respect of the Agency, and as otherwise permitted by this Agreement.
Nature and purpose of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing means any processing required for the purposes of the Agreement.</p> <p>Processing activities such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) may all be undertaken by the City Council for the purposes set out in the Agreement.</p>

<p>Type of data being processed</p>	<p>Only the minimum amount of personal data and special categories of personal data to be processed for the purposes set out in the Agreement.</p>
<p>Categories of Data Subject</p>	<p>Depending on the circumstances, the personal data and special categories of personal data may concern one or more of the following categories of Data Subjects (as determined by the Parish Council or agreed between the Parties) and such other categories as the Parish Council may specify, or the Parties may agree from time to time:</p> <ul style="list-style-type: none"> <li>• City Council staff (including volunteers, agents, and temporary workers),</li> <li>• Parish Council staff (including volunteers, agents, and temporary workers),</li> <li>• Customers/clients</li> </ul>
<p>Plan for return and destruction of the Personal Data and special categories of personal data once the processing is complete <b>UNLESS</b> requirement under union or member state law to preserve that type of Data</p>	<p>The personal data and special categories of personal data (and any copies of it) will be returned to the Parish Council once the processing activity to which it relates has been completed and/or on termination of this Agreement unless the Parties agree in writing that it can instead be securely destroyed in any particular case in accordance with an agreed document retention and destruction policy.</p>
<p>International Transfers and Legal Gateway</p>	<p>Where any data is or potentially will be transferred outside of the UK, the legal gateway(s) being relied on and/or any safeguards or measures required will be in place. This may include (but shall not be limited to):</p> <ul style="list-style-type: none"> <li>• Adequacy decision</li> <li>• International data transfer risk assessment</li> <li>• International data transfer agreement</li> <li>• Contract clauses</li> </ul>

## **City of York Council and Centre for Applied Human Rights**

### **Human Rights and Equality Assessment Tool (HREA)**

An Equality Assessment Tool is an evidence-based approach designed to help organisations ensure that any Policy, Criterion or Practice (PCP), is fair and does not create barriers or disadvantage any protected groups from participation. This covers both strategic and operational activities.

City of York Council (CYC) combines this approach with York's commitment as a Human Rights City to produce a Human Rights and Equality Assessment tool (HREA).

This document enables CYC to evidence its legal duty to give 'due regard' to those with protected characteristics under the Equality Act and consider Human Rights at the same time.

Whether a HREA is needed or not will depend on the likely impact that a PCP may have and relevance of the activity to Equality and Human Rights.

The HREA should be started when the need for a new PCP is first identified, or when an existing one is reviewed. It is essential to continue to update the HREA during the life of the PCP, as and when new information is learned. It is not complete until the PCP is complete.

Non-discrimination is a minimum standard. The development of the HREA should prompt critical discussion and highlight disproportionate impacts.

Balancing residents' rights and CYC duties can be very complex and sometimes there will be no 'win-win', so compromises or mitigations may need to be identified to ensure the best outcomes.

Finally, the value in a HREA is in both the short and long term, by investing in this process CYC will create robust, meaningful, and empowering policies that are more likely to stand the test of time.

## Who is submitting the proposal?

<b>Directorate</b>	Communities		
<b>Service Area</b>	Bereavement Services		
<b>Name of proposal</b>	Fulford Cemetery		
<b>Lead Officer</b>	Eilidh Carricker		
<b>Date Assessment Started</b>	28 May 2026		
<b>Date Assessment Completed</b>	03 June 2026		
<b>Names of those who contributed to the assessment</b>			
<b>Name</b>	<b>Job Title</b>	<b>Organisation</b>	<b>Area of Expertise</b>
Eilidh Carricker	Head of Corporate Customer Services	City of York Council	Bereavement Services
Paula Wilkinson	Web Services Manager	City of York Council	HREAT
Michael Broadley	Cemetery Supervisor	City of York Council	Bereavement Services

## Step 1 – Aims and intended outcomes

1.1	<b>What is the purpose of the proposal</b>
	Please explain your proposal in plain English avoiding acronyms and jargon. Consider using Age 9 English.
	The purpose of the proposal is for CYC (subject to negotiations) to take over the permanent management of Fulford Cemetery. The intention is for Bereavement Services to manage Fulford Cemetery on a permanent basis once temporary management arrangements end of 31 July 2027.
1.2	<b>Are there any external considerations?</b>
	Legislation / government directive / codes of practice etc.
	There is no statutory duty on a local authority to provide burial facilities, but if one should choose to, the management is governed by the Local Authority Cemeteries Order 1977.
1.3	<b>Who are the stakeholders and what are their interests?</b>
	Consider both internal and external stakeholders.
	<ul style="list-style-type: none"> <li>• The deceased families will have a long-term interest in the management of the Cemetery.</li> <li>• Funeral directors use the Cemetery to conduct burials.</li> <li>• York’s Islam community support families who use the Cemetery to bury loved ones.</li> <li>• SANDS has a dedicated memorial with space for families to visit, spend time and place flowers.</li> <li>• CWWG (Commonwealth War Graves) has war graves throughout Fulford Cemetery. There is a contract in place for the upkeep and maintenance of these graves.</li> <li>• Bereavement services staff currently support the management of the Cemetery this may become permanent.</li> <li>• Various volunteering groups who support the general upkeep of the Cemetery.</li> </ul>

- Stonemasons – NAMM or BRAMM registered monumental masons may erect memorials within the cemetery subject to permission being granted by the cemetery office. Permits to carry out the work is subject to the relevant fee being paid by the monumental mason.

**1.4 What results / outcomes do we want to achieve and for whom?**

Explain what outcomes you want to achieve for stakeholders, staff and the wider community. Demonstrate how the proposal links to the Council Plan (2023- 2027) and other corporate strategies and plans. Highlight how the proposal meets the objectives of Equalities, Affordability, Climate and Health.

The outcome is for all of York’s residents and beyond to have access to a properly managed cemetery service that safely supports and respects the bereaved and their loved ones in a cost-effective way.

Core Policies of the Council Plan:

- I. Affordability: the opportunity to improve the range of services provided, such as simple burials which will increase options for people who want a burial but cannot afford the cost of a full service.
- II. Environment: there is an opportunity to create biodiversity at Fulford Cemetery, creating a welcoming and tranquil environment for loved ones and others to visit, reflect and enjoy.
- III. Equalities and Human Rights: everyone deserves dignity in death and families deserve the right to have a properly managed cemetery in York.
- IV. Health Inequalities: the site and associated activities / developments create opportunities to reduce social isolation, increase volunteering, as well as a new space for walking and reflection which are known to improve wellbeing.

## Step 2 – Resources utilised

3.1	<b>What sources of data, evidence and consultation feedback have you used to help understand the impact of the proposal on equality rights and human rights?</b>	
	Please consider a range of sources, including consultation exercises, surveys, feedback from staff, stakeholders, participants, research reports, the views of equality groups, as well your own experience of working in this area etc.	
	<b>Source of data / supporting evidence</b>	<b>Reason for using this source</b>
	Web Services Manager	HREAT champion
	Michael Broadley	Bereavement services expert
	Kate Haigh	Bereavement services expert
<a href="https://www.equalityhumanrights.com/human-rights/human-rights-act">https://www.equalityhumanrights.com/human-rights/human-rights-act</a>	Additional research	

### Step 3 – Screening the impacts or effects.

#### 3.1 Equality-related obligations derive from the Equality Act of 2010 and the Human Rights Act of 1998.

Once you have engaged with stakeholders you will need to identify how this proposal impacts on their human rights and equalities.

Although table one looks complex, its purpose is to facilitate an initial screening of equalities and human rights impacts of your proposal.

Many human rights and equalities will not be affected by the decision you are seeking Executive or Council approval for and so can be left blank. The aim here is to identify pressure points regarding human rights and equalities that require attention.

Please see the Appendix for details of the protected characteristics and human rights to consider

The rights listed below in the first column are the relevant ones from the Human Rights Act, and the York Human Rights City Network Indicator Report (non-discrimination, education, health and social care, housing, a decent standard of living). The human rights in the Indicator Report were selected by residents of York as their priority rights. In the first row the protected characteristics under the Equality Act are listed, to which 'Everyone' has been added to capture impacts that affect everyone without distinction.

Step 3.1 Table 1 – Screening the impacts or effects

Equalities Human Rights	Everyone	Age including financial, digital exclusion impacts	Disability Including financial, digital exclusion impacts	Gender	Gender reassign- ment Including Trans, Non- binary, Intersex	Marriage and civil partnership	Pregnancy and maternity	Race	Religion and belief	Sexual orientation	Carers inc financial, digital exclusion impacts	Low- income groups inc financial, digital exclusion impacts	Veteran, armed forces community	Those with experience of Care
Right to life*														
Prohibition of torture*	X													
Prohibition of slavery and forced labour*														
Right to liberty, movement and security (including freedom of movement)***														
Right to a fair trial*														
No punishment without law*														
Right to private and family life***	X													
Freedom of thought, conscience, and belief***	X								X					
Freedom of expression***	X													
Freedom of assembly***	X													
Right to marry***														
Right to property***														

Right to education***													
Right to free elections***													
Right to housing***													

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## Step 3.2 Table 2 – Assessing the impact of your proposal

Here you will need to record the details on all the impacts identified for both Human Rights and those with Protected Characteristics.

Where you have identified an impact on a protected characteristic/human right in the table above, please indicate whether this is positive or negative and give a description of this impact. If you run out of rows, please add as necessary.

### Rights clashes and restrictions

Where rights clash or are being restricted, you will need to explain how the decision has been taken, that the limitation on human rights is provided by law, for a legitimate purpose (justified), and proportionate (the minimum necessary restriction on rights).

Use the following guidance to inform your responses:

First, think about what equalities or rights might be engaged by the proposal, and describe the likely impact of the proposal, and provide an evaluation.

Use the following questions to inform your responses if human rights or equalities are limited or qualified in any way:

- Why are a person's rights being restricted?
- What is the problem being addressed by the restriction on someone's rights?
- Will the restriction lead to a reduction in the problem?
- Does that restriction involve a blanket policy, or does it allow for different cases to be treated differently?
- Does a less restrictive alternative exist?
- Has sufficient regard been paid to the rights and interests of those affected?
- Do safeguards exist against error or abuse?

**Table 2**

Protected Characteristics or Human Rights	Key findings / impacts	Positive (+) Negative (-) (Neutral (0)	High (H) Medium (M) Low (L)
Age			
Disability			
Gender reassignment			
Marriage and Civil Partnership			
Pregnancy and Maternity			
Race			
Religion and Belief	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not impact the practise of aligning the service with the deceased's faith.	0	L
Sex			
Sexual Orientation			

<b>Other social – economic groups</b>			
<b>Carer</b>			
<b>Care Leavers</b>			
<b>Low income groups</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council creates the opportunity to implement lower cost burial options such as direct burials (with no service, mourners or ceremonies).	+	H
<b>Veterans and armed Forces</b>			
<b>Other</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council creates opportunities for cross directorate working to create a tranquil and safe green space for everyone to visit.	+	L
<b>Human Rights (list any rights impacted)</b>			
<b>Prohibition of torture</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not impact the level of care and dignity shown to the deceased and their loved ones.	0	L
<b>Right to private and family life***</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not affect the privacy of any correspondence between the deceased families and the service.	0	L
<b>Freedom of thought,</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not affect the freedom of	0	L

<b>conscience, and belief***</b>	thought, conscience, and belief of the deceased loves ones when requesting funeral arrangements.		
<b>Freedom of expression***</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not affect the expression of views when requesting funeral arrangements.	0	L
<b>Freedom of assembly***</b>	Changing the management of Fulford Cemetery from Fulford Parish Council to City of York Council should not affect the assembly of the deceased loves ones when attending a burial.	0	L

### Step 4 – Gaps in data and knowledge

<b>4.1</b>	<b>What are the main gaps in information and understanding of the impact of your proposal?</b>		
	<p>When conducting your screening, you may have discovered gaps in data or knowledge that make it difficult to assess whether your proposal had a positive or negative impact on human rights/equalities.</p> <p>Please indicate actions you will take to resolve this gap.</p> <p>As your proposal progresses you may be able to resolve this knowledge gap –please indicate when it was resolved.</p>		
	<b>Gaps in data or knowledge</b>	<b>Action to deal with this</b>	<b>Date resolved</b>
	None	Not applicable	Not applicable

## Step 5 - Maximising positive impacts

<b>5.1</b>	<b>What has been done to optimise opportunities to advance equality / human rights or foster good relations?</b>
	<p>Under the UK's Human Rights Act 1998, deceased individuals generally do not have legal standing to bring claims, as human rights are tied to living persons. However, the immediate family or personal representatives can bring claims, particularly regarding the state's duty to investigate deaths or protect life.</p> <p>Nevertheless, time has been spent considering the human rights and the impact the change in management may have on those rights and protected characteristics.</p>

## Step 6 – Recommendations and conclusions of the assessment

<b>6.1</b>	<b>Having considered the potential or actual impacts you should be in a position to make an informed judgement on what should be done. In all cases, document your reasoning that justifies your decision.</b>	
	<b>Important:</b> If there are any adverse impacts you cannot mitigate, please provide a compelling reason in the justification column. There are four main options you can take:	
	No major change to the proposal	The HREAT demonstrates the proposal is robust. There is no potential for unlawful discrimination or adverse impact and you have taken all opportunities to advance equality / human rights and foster good relations, subject to continuing monitor and review.
	Adjust the proposal	The HREAT identifies potential problems or missed opportunities. This involves taking steps to remove any barriers, to better advance quality or to foster good relations.
	Continue with the proposal (despite the potential for adverse impact)	You should clearly set out the justifications for doing this and how you believe the decision is compatible with our obligations

	Stop and remove the proposal	If there are adverse effects that are not justified and cannot be mitigated, you should consider stopping the proposal altogether. If a proposal leads to unlawful discrimination it should be removed or changed.
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	Option Selected	Conclusion / justifications
	No major change to the proposal	The proposal is to change the Council responsible for managing the service. There are no proposed changes to policies and procedures that may affect the deceased's loved one's human rights at this time. If that were to change a further HREAT would be documented.

## Step 7 – Summary of agreed actions resulting from the assessment

<b>7.1</b>	<b>What action, by whom, will be undertaken as a result of the impact assessment.</b>			
	List below the actions or mitigations that have been identified and who will be responsible to carrying them out. Add as many lines as you need.			
	Impact / Issue	Actions to be taken	Person Responsible	Timescale
	Stakeholder engagement	Maintain good working relationships with all stakeholders of the Cemetery	Bereavement services	TBC

Step 8 - Monitor, review and improve

<b>8.1</b>	<b>How will the impact of your proposal be monitored and improved upon going forward?</b>
	Consider how will you identify the impact of activities on protected characteristics, other marginalised groups and human rights going forward? How will any learning and enhancements be capitalised on and embedded?
	<p>There are no impacts identified.</p> <p>The proposal is to change the Council responsible for managing the service. There are no proposed changes to policies and procedures that may affect the deceased's loved one's human rights at this time. If that were to change a further HREAT would be documented.</p>

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## Appendix A

### Equality, Diversity & Inclusion (EDI): Protected characteristics

Under the public sector duties introduced by the Equality Act 2010 public bodies must have due regard for the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the act, such as the failure to make reasonable adjustments for disabled people
- Advance equality of opportunity between people who share a protected characteristic and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

These duties relate to the nine protected characteristic groups defined by the Equality Act 2010 (outlined in the table below).

The Council recognises that a person's socio-economic background and whether they live in a rural or urban location can be important factors in determining fair access to services, employment and treatment. When carrying out analysis, you must also consider socio-economic issues and rural / urban location issues. In addition to the nine protected characteristic the HREAT includes the following equality groups:

- Carers
- Low income groups
- Veterans, armed forces community
- Experience of care/Other (other groups that are impacted)

### Human rights differ from equalities in two main ways:

- First, human rights apply to everyone and not just groups with protected characteristics.
- Second, they allow for the balancing of rights, priorities, and risks. Many rights are not absolute and can be limited or qualified in particular circumstances.

The following guidance identifies which rights are most likely to be engaged by proposals in certain policy areas. This doesn't mean that you should not consider whether other rights might be engaged.

## There are three types of human rights in the Human Rights Act:

**Absolute rights:** Cannot be breached in any circumstances e.g. right to life and to protection from torture and inhuman or degrading treatment.

**Limited rights:** can only be restricted in specific situations e.g. a person can be deprived of their liberty if they are convicted of an offence and imprisoned.

**Qualified rights:** human rights can be restricted if it is in the interests of the wider community or to protect other people's rights e.g. freedom of movement and assembly were restricted during the Covid-19 pandemic in the interests of public health.

As limited and qualified rights are not absolute, they sometimes have to be balanced in decision making. In Table 1, absolute rights are indicated with an \*; limited rights with a \*\*; and qualified rights with a \*\*\*.

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Right	Description	Focus Area
<b>Right to life</b>	<p>Nobody, including the Government, can take someone's life away. Public authorities must take appropriate measures to safeguard life including by protecting people whose life might be in danger.</p> <p>Public authorities should also consider the right to life when making decisions that might endanger or affect life expectancy.</p> <p>When public officials may be involved in an instance when someone died, public authorities must investigate.</p>	<ul style="list-style-type: none"> <li>• Benefits and money</li> <li>• Births, deaths and marriages</li> <li>• Children and families</li> <li>• Environment and animals</li> <li>• Health and social care</li> <li>• Housing</li> <li>• Planning and building</li> <li>• Waste and recycling</li> </ul>
<b>Right to liberty and security</b>	<p>It focuses on protecting individuals' freedom from unreasonable detention, as opposed to protecting personal safety. However, there is case law from other jurisdictions where this right also covers personal safety in conditions other than detention.</p>	<ul style="list-style-type: none"> <li>• Right to liberty and security</li> </ul>
<b>Freedom from torture and inhuman or degrading treatment</b>	<p>Torture consists in causing very serious and cruel physical or mental pain or suffering.</p> <p>Inhuman treatment or punishment is treatment which causes intense physical or mental suffering. Degrading treatment means treatment that is extremely humiliating and undignified.</p> <p>Inhuman or degrading treatment could include:</p> <p>serious physical assault; very severe detention conditions or restraints; serious physical or psychological abuse in a health or care setting.</p>	<ul style="list-style-type: none"> <li>• Children and families</li> <li>• Health and social care</li> </ul>
<b>Right to marry and start a family</b>	<p>Right of men and women of marriageable age to marry and to start a family.</p>	<ul style="list-style-type: none"> <li>• Births, deaths and marriages</li> </ul>

Right	Description	Focus Area
<b>Prohibition of slavery and forced labour</b>	<p>Slavery is when someone owns someone else like a piece of property.</p> <p>Servitude is when someone provides services to a person for no reward and is unable to stop due to coercion.</p> <p>Forced or compulsory labour is when someone is forced to do work to which they have not agreed to, under the threat of punishment.</p>	<ul style="list-style-type: none"> <li>• Children and families</li> <li>• Jobs, training and volunteering</li> <li>• People and communities</li> </ul>
<b>Right to a fair trial</b>	<p>This right is triggered when someone is charged with a criminal offence and have to go to court, or</p> <p>a public authority is making a decision that has an impact on someone's civil rights or obligations.</p>	<ul style="list-style-type: none"> <li>• Environment and animals</li> <li>• Health and social care</li> <li>• People and communities</li> <li>• Streets, roads and pavements</li> </ul>
<b>No punishment without law</b>	<p>No one can be charged with a criminal offence for an action that was not a crime when it was committed.</p> <p>Public authorities must explain clearly what counts as a criminal offence so that people know when they are breaking the law.</p>	<ul style="list-style-type: none"> <li>• Environment and animals</li> <li>• People and communities</li> <li>• Streets, roads and pavements</li> </ul>
<b>Right to property</b>	<p>No public authority, without very good reason can take away one's property, which may include things like land, houses, objects, shares, licences, leases, patents, money, pensions and certain types of welfare benefits. This right applies to companies as well as individuals.</p>	<ul style="list-style-type: none"> <li>• Benefits and money</li> <li>• Business</li> <li>• Council tax</li> <li>• Environment and animals</li> <li>• Housing</li> <li>• Planning and building</li> <li>• Travel and transport</li> <li>• Streets, roads &amp; pavements</li> <li>• Waste and recycling</li> </ul>

Right	Description	Focus Area
<b>Right to private and family life, home and correspondence</b>	<p>This includes one's right to determine their sexual orientation, lifestyle, and the way one looks and dresses. It also includes the right to control who sees and touches one's body. It further covers one's right to develop their personal identity and to forge friendships and other relationships, the right to participate in essential economic, social, cultural and leisure activities. In some circumstances, public authorities may need to facilitate the enjoyment of one's right to a private life, including their ability to participate in society.</p> <p>It also means that personal information about anyone (including official records, photographs, letters, diaries and medical records) should be kept securely and not shared without their permission, except in certain circumstances.</p>	<ul style="list-style-type: none"> <li>• Benefits and money</li> <li>• Births, deaths and marriages</li> <li>• Children and families</li> <li>• Health and social care</li> <li>• Jobs, training and volunteering</li> <li>• Parking and permits</li> <li>• Planning and building</li> <li>• Schools and education</li> <li>• Sports and leisure</li> </ul>
<b>Right to free elections</b>	<p>Public authorities must support the right to free expression by holding free elections at reasonable intervals. These elections must enable anyone to vote in secret.</p>	<ul style="list-style-type: none"> <li>• Births, deaths and marriages</li> <li>• People and communities</li> </ul>

Right	Description	Focus Area
<b>Freedom of thought, conscience and belief</b>	<p>This may include the right to change religion or beliefs, the right to put one's thoughts and beliefs into action, for example by exercising the right to wear religious clothing, the right to talk about one's own beliefs or take part in religious worship. Public authorities cannot stop anyone from practising their religion, without very good reason.</p> <p>This right protects a wide range of non-religious beliefs including atheism, agnosticism, veganism and pacifism.</p> <p>This includes the right to express views aloud (for example through public protest and demonstrations) or through published articles, books or leaflets, television or radio broadcasting, works of art, the internet and social media. It further protects the right to receive information from other people by, for example, being part of an audience or reading a magazine.</p>	<ul style="list-style-type: none"> <li>• Business</li> <li>• Schools and education</li> </ul>
<b>Freedom of expression</b>	<p>This includes the right to express views aloud (for example through public protest and demonstrations) or through published articles, books or leaflets, television or radio broadcasting, works of art, the internet and social media. It further protects the right to receive information from other people by, for example, being part of an audience or reading a magazine.</p>	<ul style="list-style-type: none"> <li>• Business</li> <li>• Environment and animals</li> <li>• People and communities</li> <li>• Schools and education</li> <li>• Sports and leisure</li> </ul>
<b>Freedom of assembly and association</b>	<p>This encompasses the right to form and be part of a trade union, a political party or any another association or voluntary group. Nobody has the right to force anyone to join a protest, trade union, political party or another association.</p>	<ul style="list-style-type: none"> <li>• Environment and animals</li> <li>• Jobs, training and volunteering</li> <li>• People and communities</li> <li>• Travel and transport</li> <li>• Streets, roads and pavements</li> </ul>

Right	Description	Focus Area
<b>Right to education</b>	This right protects one's right to an effective education within the UK's existing educational institutions. It relates to primary, secondary, and higher education. Parents have a right to ensure that their religious and philosophical beliefs are respected during their children's education.	<ul style="list-style-type: none"> <li>• Children and families</li> <li>• Environment and animals</li> <li>• Jobs, training and volunteering</li> <li>• People and communities</li> <li>• Schools and education</li> <li>• Sports and leisure</li> </ul>
<b>Right to housing</b>	<p>Adequate housing must provide more than four walls and a roof. For housing to be adequate, it must, at a minimum, meet the following criteria:</p> <p>Security of tenure, that is legal protection against forced evictions, harassment and other threats; availability of services, materials, facilities and infrastructure; affordability, which means that housing is not adequate if its cost threatens or compromises the occupants' enjoyment of other human rights; Habitability, which relates to physical safety or adequate space, as well as protection against the cold, damp, heat, rain, wind, other threats to health and structural hazards; accessibility, in that it must accommodate the specific needs of disadvantaged and marginalised groups; location, which means that it must not be cut off from employment opportunities, health-care services, schools, childcare centres and other social facilities, or it must not be located in polluted or dangerous areas; cultural adequacy, which means that it must respect and take into account the expression of cultural identity.</p>	<ul style="list-style-type: none"> <li>• Benefits and money</li> <li>• Housing</li> <li>• People and communities</li> <li>• Planning and building</li> <li>• Waste and recycling</li> </ul>



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## Corporate Scrutiny Committee

22 June 2026

Report of the Head of Democratic Services

## Corporate Scrutiny Committee Work Programme

### Summary

1. This report presents the Committee's draft work programme for 2026/27 at **Annex A** for Members' consideration. The Scrutiny overview work programme is also presented for information at **Annex B**.
2. Since the last meeting of the Committee, the Adult Social Care Finance Joint Task and Finish Group has agreed a remit; this is included at **Annex C** for Members' information.

### Background and Approach

3. The Committee sets its own programme of work, with input from Executive Members, officers and residents. A draft work plan is set at the start of the municipal year and, as a live document, is a standing item for consideration at each meeting.
4. The Committee's work plan should not be considered a fixed, rigid schedule, but instead can be adapted to reflect any new and emerging issues throughout the municipal year, and any timetabling issues that might occur from time to time.
5. In agreeing its work plan, the Committee should consider the resources, remit and powers available to it whilst also prioritising those areas of scrutiny which would be of most value. The role and remit of the Committee is set out fully in Article 8 of the Council's Constitution.
6. In considering any developments and/or modifications to the work plan, effort should be made to:
  - Avoid unnecessary duplication, including any existing groups already monitoring a particular issue.
  - Ensure any review work has clarity and focus of purpose, will add value, and can be delivered within an agreed timeframe.

- Consider available resources and relevant timeframes, bearing in mind the Committee’s workload and the type of scrutiny activity.
- Build in sufficient flexibility to enable consideration of any urgent matters that may arise during the municipal year, noting that items can be carried over to the following municipal year if required.

### Implications and Risk Management

7. There are no direct implications or risks arising from this report; any relevant implications and risks will be identified in the cover report for each agenda item.

### Recommendations

8. Members are asked:
- i. To consider and agree the Committee’s draft work programme for the 2026/27 municipal year.

Reason: To ensure that the Committee maintains an appropriate programme of work.

### Contact Details

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**Report Approved**  **Date** 12 June 2026

**Wards Affected:** All

**For further information please contact the author of the report.**

### Background Papers

City of York Council Constitution, Article 8: Scrutiny,  
<https://democracy.york.gov.uk/documents/s185896/08%20-%20Article%208%20-%20Scrutiny.pdf>

### Annexes:

- Annex A – Corporate Scrutiny Committee Draft Work Programme, 2026-27
- Annex B – Scrutiny Overview Work Programme, June 2026
- Annex C – Adult Social Care Finance Joint Task and Finish Group Remit

## Annex A Corporate Scrutiny Committee Draft Work Programme 2026/27

### Committee Meetings

Item	Lead Officer / Executive Member	Notes
<b>22 June 2026 (additional meeting)</b>		
Management of Fulford Cemetery	Pauline Stuchfield, Eilidh Carricker /	Pre-decision scrutiny
<del>Safer York Partnership Community Safety Strategy 2026-29</del>	<del>Pauline Stuchfield, Tanya Lyon / Cllr Pavlovic</del>	<del>Pre-decision scrutiny</del> <b>People Scrutiny</b>
Gypsy and Traveller Action Plan	Pauline Stuchfield, Laura Swiszcowski / Cllr Pavlovic	Pre-decision scrutiny
<b>6 July 2026</b>		
Major projects: York Central update TBC	<del>Garry Taylor / Cllr Lomas</del>	Update
City LEAP	Shaun Gibbons / Cllr Kent	Pre-decision scrutiny
Scrutiny Annual Report	James Parker	Annual report
Boundary Commission TFG Report? TBC	Julie Gallagher / Cllr Merrett (Chair)	Task and Finish Report
<b>7 September 2026</b>		
Finance and Performance Outturn 2025/26	Debbie Mitchell, Ian Cunningham / Cllr Lomas	Annual report
TBC		
<b>9 November 2026</b>		

**Annex A**  
**Corporate Scrutiny Committee Draft Work Programme 2026/27**

Item	Lead Officer / Executive Member	Notes
Annual Complaints/Compliments	Eilidh Carricker	Annual report
Petitions Schedule	Julie Gallagher	Six-monthly update
Council Motions	Sam Blyth	Six-monthly update
Scrutiny Recommendations	James Parker	Six-monthly update
<b>18 January 2027</b>		
Budget and MTFS TFG Report	Cllr Baxter (Chair of TFG)	Task and Finish Report
Adult Social Care Finance TFG Report	Cllr Nicholls (Chair of TFG)	Task and Finish Report
<b>1 March 2027</b>		
<b>TBC</b>		

**Potential or unallocated topics**

Item	Lead Officer / Executive Member	Notes
Digital Switchover	Roy Grant	Committee item or briefing – TBC. Follows Scrutiny Member Briefing in February 2026; further update suggested for autumn 2026.
Customer Services developments	Pauline Stuchfield, Eilidh Carricker	<ul style="list-style-type: none"> <li>• Digital information provision</li> <li>• AI</li> <li>• User journey (website)</li> </ul>

**Annex A**  
**Corporate Scrutiny Committee Draft Work Programme 2026/27**

Item	Lead Officer / Executive Member	Notes
Finance and Performance Quarterly Reports	Debbie Mitchell, Ian Cunningham / Cllr Lomas	Regular quarterly briefing to be shared with members via e-mail.

**Agreed Task and Finish Groups (TFGs)**

Topic	Membership	Notes
<p><b>Budget and Medium-Term Financial Strategy TFG</b></p> <p>Date for consideration of draft report: <b>January 2027.</b></p>	Cllrs Baxter (Chair), Ayre, Hook, Moroney	<p>Report and recommendations agreed by Corporate Scrutiny Committee on 19 January 2026 and endorsed by Executive on 3 March 2026: full details at <a href="https://democracy.york.gov.uk/documents/s187596/Item%207%20-%20Report%20of%20the%20Budget%20and%20Medium%20Term%20Financial%20Strategy%20Task%20and%20Finish%20Group%20-%20Annex%20A.pdf">https://democracy.york.gov.uk/documents/s187596/Item%207%20-%20Report%20of%20the%20Budget%20and%20Medium%20Term%20Financial%20Strategy%20Task%20and%20Finish%20Group%20-%20Annex%20A.pdf</a></p> <p>Re-established for new budget cycle March 2026; further meetings held April and May; next session scheduled 8 June 2026.</p>
<p><b>Adult Social Care Financial Challenges Joint TFG</b></p> <p>Date for consideration of draft report <b>January 2027.</b></p>	Cllrs Nicholls (Chair), Ayre, Burton, Moroney, Runciman	<p>Joint TFG with Corporate Scrutiny Committee, which is ‘parent’ committee. Established following recommendation from Budget and Medium-Term Financial Strategy TFG; full details at <a href="https://democracy.york.gov.uk/documents/s187596/Item%207%20-%20Report%20of%20the%20Budget%20and%20Medium%20Term">https://democracy.york.gov.uk/documents/s187596/Item%207%20-%20Report%20of%20the%20Budget%20and%20Medium%20Term</a></p>

**Annex A**  
**Corporate Scrutiny Committee Draft Work Programme 2026/27**

		<a href="#">%20Financial%20Strategy%20Task%20and%20Finish%20Group%20-%20Annex%20A.pdf</a>  Scoping meeting held 30 April 2026; next session scheduled 8 June 2026.
<b>Boundary Commission TFG</b>  Date for consideration of draft report: <b>July 2026.</b>	Cllrs Merrett (Chair) Coles, Hollyer, Steward, Wann	Report on Council Size submission endorsed by Council, 16 October 2025: full details at <a href="https://democracy.york.gov.uk/ieListDocuments.aspx?CId=331&amp;MIId=15435&amp;Ver=4">https://democracy.york.gov.uk/ieListDocuments.aspx?CId=331&amp;MIId=15435&amp;Ver=4</a>  Re-established following May 2026 Corporate Scrutiny meeting to consider warding; will need to report to Council in July 2026.

**Possible Task and Finish Groups (TFGs)**

Topic	Origin	Notes
<b>TBC</b>	n/a	n/a

**Scrutiny Member Briefings**

Topic	Committee	Lead Officer / Executive Member	Notes
<b>30 June 2026</b>			

**Annex A**  
**Corporate Scrutiny Committee Draft Work Programme 2026/27**

Integrated Care Board (ICB) Changes	People Scrutiny Committee	Peter Roderick / Cllr Steels-Walshaw	Initial briefing on structural changes; to be followed by briefing on implementation phase and an appropriate point.
<b>29 September 2026</b>			
TBC			
<b>22 October 2026</b>			
TBC			
<b>3 December 2026</b>			
TBC			
<b>3 February 2027</b>			
TBC			

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**ANNEX B Scrutiny Overview Work Programme 2026-27**

Reviewed June 2026

<b>Meeting Date</b>	<b>Scrutiny Committee</b>	<b>Agenda Item(s)</b>
16 June 2026	<b>Place</b>	<ul style="list-style-type: none"> <li>▪ Recycling Review</li> <li>▪ Car Parking Charges Review</li> </ul>
22 June 2026	<b>Corporate</b>	<ul style="list-style-type: none"> <li>▪ Management of Fulford Cemetery</li> <li>▪ Gypsy and Traveller Action Plan</li> </ul>
24 June 2026	<b>People</b>	<ul style="list-style-type: none"> <li>▪ Housing Landlords Annual Report / Allocations Policy</li> <li>▪ Homelessness and Rough Sleeping Strategy (TBC)</li> <li>▪ Preparing for Adulthood (PfA) Strategy</li> </ul>
6 July 2026	<b>Corporate</b>	<ul style="list-style-type: none"> <li>▪ <del>Major projects: York Central update</del></li> <li>▪ City LEAP</li> <li>▪ Scrutiny Annual Report</li> <li>▪ Boundary Commission Task and Finish Group Report (TBC)</li> </ul>
8 July 2026	<b>People</b>	<ul style="list-style-type: none"> <li>▪ Safer York Partnership Community Safety Strategy 2026-29 (TBC)</li> <li>▪ Food Insecurity Task and Finish Group Draft Report</li> <li>▪ Housing Repairs Task and Finish Group Remit</li> </ul>
21 July 2026	<b>Place</b>	<ul style="list-style-type: none"> <li>▪ Water Quality</li> </ul>

The Executive Forward Plan can be found here:

<https://democracy.york.gov.uk/mgListPlans.aspx?RPId=733&RD=0>

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## ANNEX C

**City of York Council Task and Finish Group Remit**

May 2026

Corporate Scrutiny Committee (and People Scrutiny Committee)

### **Adult Social Care Financial Challenges Joint Task and Finish Group**

Members: Cllrs Nicholls (Chair), Burton (Vice-Chair), Ayre, Moroney and Runciman

#### **1. Summary and Rationale**

The final report of the Budget and Medium-Term Financial Strategy Task and Finish Group, as agreed by the Corporate Scrutiny Committee in January 2026 and endorsed by Executive in March 2026, recommended the establishment of a standing Joint Task and Finish Group of the Corporate and People Scrutiny Committees to review the financial challenges within Adult Social Care on a regular basis. The Group's report noted that approximately 40% of the Council's budget is spent on Adult Services and that cost pressures on this service area continue to rise, while the Council remained one of the lowest funded local authorities and health economies in the country.

The Joint Task and Finish Group has now held an initial meeting, and in consultation with relevant officers and Executive Members has agreed the approach outlined below.

#### **2. Aims and Objectives**

The Group's work will focus on three main areas:

- i. Gaining a detailed understanding of the pressures on the Adult Social Care budget (e.g. demographic change etc).
- ii. Exploring possible options/scope to address and reduce those pressures.
- iii. Exploring how the budget is monitored and opportunities to improve this.

The Group will focus on finances rather than on quality and improvement of services as these issues will be scrutinised elsewhere (e.g. through updates to People Scrutiny Committee around improvement plan following CQC inspection).

## ANNEX C

### 3. **Methods**

Desk-based work and consultations with relevant officers and Executive Members. The next meeting of the Group will be a longer evidence-gathering session (focusing on how the budget is built, cost pressures, and benchmarking) to equip Members with necessary information and help identify further areas for investigation.

### 4. **Impact on Resources**

The main impact on resources will be officer time, in particular, consultation with the Corporate Director of Adult Social Care and Integration, the Director/Assistant Director of Finance, and the Finance Manager for Adult Services.

The review is timely, relevant, and of public interest given ongoing financial challenges within Adult Social Care locally and nationally, and will complement the ongoing work of the Budget and MTFS Task and Finish Group across other aspects of the Council's budget.

### 5. **Proposed Timescale**

It is proposed to present a draft report and recommendations to either the scheduled meeting of the Corporate Scrutiny Committee (as lead 'parent' committee) on 9 November 2026, or 18 January 2027. Arrangements will be made to ensure appropriate reporting back to the nearest meeting of the People Scrutiny Committee (either 18 November 2026 or 20 January 2027).

Should the Group have any recommendations to make in respect of the current budget cycle, for these to be considered by the scheduled Budget Executive meeting in January 2027, at the very latest a report would need to be considered by the Corporate Scrutiny Committee at its scheduled meeting on 18 January 2027. Papers for this meeting will be published on 8 January 2027.