



Notice of a public meeting of

Decision Session - Combined Executive Member Decision Session

To: Councillors Kent (Executive Member for Environment

and Climate Emergency), Pavlovic (Executive Member for Housing, Planning and Safer Communities) and Steels-Walshaw (Executive Member for Health.

Wellbeing and Adult Social Care)

Date: Tuesday, 1 July 2025

Time: 10.00 am

Venue: West Offices - Station Rise, York YO1 6GA

AGENDA

Notice to Members – Post Decision Calling In:

Members are reminded that, should they wish to call in any item* on this agenda, notice must be given to Democratic Services by **4:00pm** on Tuesday, 8 July 2025.

*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any items that are called in will be considered by the Corporate Scrutiny Committee.

Written representations in respect of items on this agenda should be submitted to Democratic Services by **5:00pm on Friday, 27 June 2025.**

1. Appointing a Chair

To appoint a Chair for the Combined Executive Member Decision Session.

2. Apologies for Absence

To receive and note apologies for absence.

3. Declarations of Interest

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.

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

Type of Interest	You Must
Disclosable Pecuniary	Disclose the interest, not
Interests	participate in the discussion or
	vote, and leave the meeting
	unless you have a
	dispensation.
Other Registrable	Disclose the interest; speak on
Interests	the item only if the public are
(Directly Related)	also allowed to speak, but
OR	otherwise not participate in the
Non-Registrable	discussion or vote, and leave
Interests (Directly	the meeting unless you have a
Related)	dispensation.
Other Registrable	Disclose the interest; remain in
Interests	the meeting, participate and
(Affects)	vote unless the matter affects
OR	the financial interest or well-
Non-Registrable	being:
Interests (Affects)	(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 only if the public are also allowed to speak, but otherwise do not participate in the discussion or vote, and leave the meeting unless 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.

4. Minutes (Pages 7 - 12)

To approve and sign the minutes of the Combined Executive Member Decision Session held on 3 June 2025.

5. 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 Friday 27 June 2025**.

To register to speak please visit 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.

Webcasting of Public Meetings

Please note that, subject to available resources, this meeting will be webcast including any registered public speakers who have given their permission. The meeting can be viewed live and on demand at www.york.gov.uk/webcasts.

6. Merger of Safer York Business Partnership (Pages 13 - 18) with York BID including transfer of Reserves

To consider approving the transfer of reserve funding held by Safer York Business Crime Partnership to York BID to preserve the services provided by the scheme in assisting the police with tackling crime and anti-social behaviour impacting on the business community. To be considered by Councillor Pavlovic (Executive Member for Housing, Planning and Safer Communities).

- 7. Re-procurement of the Stray Dog Contract (Pages 19 44) Following pre-tender market testing, in compliance with Contract Procedure Rules and in advance of a formal re-procurement exercise, this report seeks Executive Member approval for officers to tender and award the 3-year Stray Dog Service contract which following assessment could be over £250k in value. To be considered by Councillor Pavlovic (Executive Member for Housing, Planning and Safer Communities).
- 8. Use of Acomb Garth for the 24/7 (Pages 45 216)
 Neighbourhood Mental Health Centre Pilot

To consider approving the option for City of York Council to enter into the Agreement for Licence to Occupy (AFL) and a Side Letter relating to the property at Acomb Garth, once they are agreed, as the holder of the funds for the pilot, and to delegate authority to the Corporate Director of Adult Services and Integration ("DASS") in consultation with the Director of Governance and the Chief Finance Officer to take such steps as are necessary to draft, negotiate, and conclude the proposed Agreement for Licence to Occupy, Licence to Occupy and side letter. To be considered by Councillor Steels-Walshaw (Executive Member for Health, Wellbeing, and Adult Social Care).

9. Strategic Partner Endorsement of the White Rose Forest Strategic Plan 2025-50

The purpose of this report is to note that a new Strategic Plan has been developed and approved by the White Rose Forest (WRF) partnership, and to seek City of York Council's endorsement as a strategic partner. To be considered by Councillor Kent (Executive Member for Environment and Climate Emergency).

10. Urgent Business

Any other business which the Chair considers urgent under the Local Government Act 1972.

Democracy Officer

James Parker

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

- Registering to speak
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- Any special arrangements
- · Copies of reports.

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我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali) Ta informacja może być dostarczona w twoim własnym języku.

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

(Urdu) يه معلوات آپ کې اپني زبان (بولي) ميس چي مهيا کې جاسکتي بيس-

City of York Council	Committee Minutes
Meeting	Decision Session - Combined Executive Member Decision Session
Date	3 June 2025
Present	Councillors Lomas (Executive Member for Finance, Performance, Major Projects, Human Rights Equality), Pavlovic (Executive Member for Housing, Planning and Safer Communities) and Kent (Executive Member for Environment and Climate Emergency
In Attendance	Guy Close (Head of Democratic Services) Jen Halliwell (Senior Project Officer Gypsy and Traveller Accommodation) Mike Southcombe (Environmental Protection Manager) David Walker (Head of Customer and Exchequer Services) Laura Williams (Assistant Director Customer, Communities, and Inclusion)

1. Appointing a Chair (10.00am)

The Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion opened the Decision Session. She explained that each Executive Member would Chair the Decision Session for their respective items. This would be herself for item 6 Gypsy and Traveller Action Plan – Annual Update and item 7 - Household Support Fund and item 8 - Air Quality Annual Status Report 2025. The decision for item 6 was to be taken jointly with the Executive Member for Housing, Planning and Safer Communities. The Executive Member for Environment and Climate Emergency would then take over as Chair for item 8 - Air Quality Annual Status Report 2025.

2. Apologies for Absence (10.01am)

There were no apologies for absence.

3. Declarations of Interest (10.01am)

The Executive Members were invited to declare any personal interests not included on the Register of Interests, any prejudicial interests, or any disclosable pecuniary interests that they might have in respect of business on the agenda. There were none.

4. Minutes (10.01am)

4a) Health, Wellbeing and Adult Social Care Executive Member Decision Session held on 21 February 2024

Resolved: That the minutes of the Health, Wellbeing and Adult Social Care Executive Member Decision Session held on 21 February 2024 be approved and signed by the Executive Member as a correct record.

4b) Children, Young People and Education Executive Member Decision Session held on 14 January 2025

Resolved: That the minutes of the Decision Session of the Executive Member for Children, Young People and Education Executive Member Decision Session held on 14 January 2025be approved and signed by the Executive Member as a correct record.

4c) Housing, Planning and Safer Communities Executive Member Decision Session held on 5 February 2025

Resolved: That the minutes of the Decision Session of the Executive Member for Housing, Planning and Safer Communities Executive Member Decision Session held on 5 February 2025 be approved and signed by the Executive Member as a correct record.

4d) Health, Wellbeing and Adult Social Care Executive Member Decision Session held on 21 February 2024

Resolved: That the minutes of the Decision Session of the Executive Member for Health, Wellbeing and Adult Social Care Executive Member Decision Session held on 21 February 2024 be approved and signed by the Executive Member as a correct record.

4e) Economy and Culture Executive Member Decision Session held on 25 March 2025

Resolved: That the minutes of the Decision Session of the Executive Member for Economy and Culture Executive Member Decision

Session held on 25 March 2025 be approved and signed by the Executive Member as a correct record.

4f) Executive Leader, Policy, Strategy and Partnerships Executive Member Decision Session held on 23 April 2025

Resolved: That the minutes of the Decision Session of the Executive Leader, Policy, Strategy and Partnershps Executive Member Decision Session held on 23 April 2025 be approved and signed by the Executive Member as a correct record.

4g) Finance, Performance, Major Projects, Human Rights, Equality and Inclusion Executive Member Decision Session held on 24 April 2025

Resolved: That the minutes of the Decision Session of the Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and Inclusion Executive Member Decision Session held on 24 April 2025 be approved and signed by the Executive Member as a correct record.

5. Public Participation (10.02am)

It was reported that there had been one registration to speak at the meeting under the Council's Public Participation Scheme. A written representation had been received from Cllr Warters on agenda item 6 Gypsy and Traveller Action Plan – Annual Update.

Steve Lilly spoke on agenda item 8 - Air Quality Annual Status Report 2025. He reported that the Gillygate Air Quality Action Group supported the report and that they had been looking at how to improve air quality on Gillgate. He noted that they were grateful to the council for the opportunity to be involved in improving air quality. He thanked the Environmental Protection Manager for his work on air quality and was pleased with the council commitment to the Movement and Place Plan. He added that it was hope by then that consultants had been appointed to look at traffic movement around the city and he asked for information of the development of it. He noted that the Gillygate Air Quality Action Group was a community group with support from residents.

6. Gypsy and Traveller Action Plan – Annual Update (10.06am)

The Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion and the Executive Member for Housing, Planning and Safer Communities considered a report that provided an update on some of the work that had taken place over the past 12 months

and included an updated version of the action plan which will run for the next 12 months, which was included at Annex A of the report.

The Assistant Director Customer, Communities, and Inclusion introduced the report noting that it was Gypsy and Traveller History, more of which would be done to celebrate it in 2026. She introduced the Senior Project Officer Gypsy and Traveller Accommodation who was appointed in 2025. The Senior Project Officer Gypsy and Traveller Accommodation detailed the work she had undertaken. The Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion thanked her for her work in her first year. The Executive Member for Housing, Planning and Safer Communities felt that there had been a shift made over the past two years and expressed gratitude for the work that colleague had put in. he noted the positive feedback regarding Senior Project Officer Gypsy and Traveller Accommodation. He noted the change in emphasis in marginalised groups regarding investment had changed. He commended the Assistant Director Customer, Communities, and Inclusion and her team for their work.

Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion and the Executive Member for Housing, Planning and Safer Communities then;

Resolved: That the Executive Member for Finance, Performance, Major Projects, Human Rights Equality, and Inclusion and the Executive Member for Housing, Planning and Safer Communities:

- 1) Note the work undertaken since the report to Executive in May 2024.
- 2) Approve the action plan for the next 12 months (Annex A).

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

[The Executive Member for Housing, Planning and Safer Communities left the Decision Session at 10.20am[

7. Household Support Fund 7 (10.20am)

The Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and Inclusion considered a report that provided an update on Household Support Fund 7 (HSF). The Head of Customer and Exchequer Services outlined the report noting that the HSF was part of a wider welfare package. He noted that HSF7 had been approved by officer

decision on 25 March and the Executive Member was asked to ratify the decision. The Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and Inclusion noted that it was good to see the results of the lift data and she noted the different mechanisms to bring different support packages together. She then;

Resolved: That the Executive Member for Finance, Performance, Major Projects, and Equalities ratify the Household Support Fund (HSF7) scheme that was approved by officer decision on 25 March 2025 and as set out at paragraph 12 – 17 and in detail at

Annex B of the published report.

Reason: To help alleviate the ongoing cost of living pressures for

financially vulnerable residents.

[The Executive Member for Finance, Performance, Major Projects, Human Rights, Equality and Inclusion left the Decision Session at 10.27 am at which point the Executive Member for Environment and Climate Emergency took as Chair for the remainder of the Decision Session].

8. Air Quality Annual Status Report 2025 (10.27am)

The Executive Member for Environment and Climate Emergency considered a report detailing the latest (2024) air quality monitoring results for York and progress on achieving measures in City of York Council's (CYC) current Air Quality Action Plan (AQAP4) to deliver further improvements in air quality. The Environmental Protection Manager gave an overview of the report noting that there was a significant improvement in air quality in 2024. He noted the improvements in air quality on Blossom Street and Gillygate and the positive impact of electric buses. He thanked his colleagues for their work.

The Executive Member for Environment and Climate Emergency thanked the Environmental Protection Manager and his team for their work and the air quality results. She highlighted the actions taken to support air quality. She thanked Steve Lilly (public speaker) for attending and noted that the support of residents was vital. She noted that air quality trial in Gillygate in 2025 and added that air quality was being monitored across York and she congratulated officers and residents in York. She then;

Resolved: That the Executive Member for Environment and Climate Emergency note the contents of the published report (including the improving trend in air pollution in recent years and progress made with delivery of measures in CYC's Air Quality Action

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Plan) and approve the Annual Status Report and its submission to DEFRA in line with statutory requirements.

Reason: To ensure that the Executive Member is aware of current air

quality position in the city and progress made with air quality

improvement measures.

Cllr Lomas, Chair [The meeting started at 10.00 am and finished at 10.35 am].



Meeting:	Combined Executive Member Decision Session	
Meeting date:	01/07/2025	
Report of:	Director of Housing & Communities	
Portfolio of:	Executive Member for Housing Planning & Safer	
	Communities	

Decision Report: Transfer of Safer York Business Crime Partnership to York BID

Subject of Report

- 1. Safer York Business Crime Partnership (Formerly known as York Business Against Crime) has been run by a co-ordinator, funded and employed directly by the Partnership. The Partnership should have its own Board but due to the resignation of a number of members and change in role of others, this no longer exists. In January 2025 the Co-ordinator gave notice to retire as of 31st March 2025. The Partnership has no assets other than a laptop computer but has accrued reserves due to the organisation's minimal running costs. The Partnership's funding is held as a separate account within the City of York Council (CYC) Community Safety Financial System in order to facilitate transactions and support the needs of the organisation. In March 2025, following consultation with York BID, the BID Board agreed to take over responsibility for the partnership and continue its services as part of the Purple Flag function managed by the BID.
- 2. The reserves held on behalf of Safer York Business Crime Partnership have been accrued by and belong to the partnership through the conduct of its business, City of York Council has no financial control of the partnership. The partnership co-ordinator managed the overall use of the funding and this was reported to the partnership's board in an annual report and statement of accounts. Following decision to transfer the partnership's functions to York BID, a decision needs to be formally made to approve the transfer of the Partnership's reserves from the budget held within City of York Council's system, to the BID.

Benefits and Challenges

- 3. Safer York Business Partnership supports work to reduce crime and anti-social behaviour and more recently to support businesses to protect and prepare their organisation in the event of a terrorist attack. Members receive information electronically in relation to organised crime groups and exclusions from premises that is shared from police systems and regional business crime information and access to a radio system connecting them directly to the police and CYC CCTV Control Room.
- 4. Safer York Business Crime Partnership evolved from the establishment of the first Business Crime Partnership in 1997, later becoming York Business Against Crime in 2016 and rebranding as Safer York Business Crime Partnership in 2023. Throughout its life, the partnership has depended on volunteers from partner organisations and local businesses forming a Board and a self employed co-ordinator managing the day to day business. Since the pandemic, pressures on the business community has led to board member resignations and having a single co-ordinator running the scheme has allowed no resilience. Whilst this situation could have continued with the recruitment of a replacement co-ordinator and seeking volunteers to re-establish a board, this would be challenging in the absence of a governance structure.
- 5. The York BID already provide a package of support to the Local Business community, manage the Purple Flag scheme which includes an element related to Safety and lead on the strategic priority of Keeping the City Centre Safe on behalf of the city's Community Safety Partnership, Safer York Partnership. In taking over the functions of the Business Crime Partnership they could offer resilience support and governance and are willing to continue to support the scheme's coverage across the whole city and not just the City Centre.
- 6. Following the decision by Safer York Business Partnership to transfer its functions to the BID, the only outstanding element is to transfer the reserve funding currently held on behalf of the partnership within the City of York Council Community Safety Budget. If the partnership and its reserves, needed to provide additional staffing within the BID to support the scheme are not transferred, the partnership will fold, leaving businesses with no access to the radios or electronic information sharing systems.

Policy Basis for Decision

7. Safer York Business Crime Partnership is completely standalone and does not fall within the financial or service control of City of York Council. However, the services that it provides in supporting the business community and the police in tackling crime and antisocial behaviour do support the Council Plan's priority of Affordability by supporting economic growth through protecting businesses from becoming victims of crime.

Financial Strategy Implications

8. As at 31st March 2025 the council held £149,924 on reserve for York Business Crime Partnership. Should the Member agree to the recommendation the funding will be paid over to York BID to take up the accounting and administration of the scheme. The final value paid will take into account any further income and expenditure that is incurred prior to the payment.

Recommendation and Reasons

9. It is recommended that the Executive Member approves the transfer of reserve funding held by Safer York Business Crime Partnership to York BID to preserve the valuable services provided by the scheme in assisting the police with tackling crime and antisocial behaviour impacting on the business community.

Background

10. Safer York Business Crime Partnership is an independent partnership accredited under the Association of Business Crime Partnerships. The partnership is comprised of 180 businesses paying a subscription fee to be a member. Membership gives businesses support from a co-ordinator, access to a radio linked to the police and CCTV control room and an access to an electronic information sharing system which allows information to be shared by the police and neighbouring business crime partnerships in relation to organised crime groups targeting businesses and retailers.

- 11. Subscriptions are collected by the radio provider who then pays commission back to the partnership. This has accumulated a reserve due to the minimal running costs of the scheme.
- 12. At the request of the partnership, the council has managed the funds on their behalf and income and expenditure are recorded within their own budget managed in the Partnership section of the Community Safety Budget managed by Head of Community Safety.
- 13. Financial accountability and all other legal and administrative functions of the partnership have remained with the partnership's board which has gradually disbanded due to resignation of members and inability to recruit into the vacant roles. Following the decision by the co-ordinator to retire at the end of March 2025, the partnership was placed at risk.
- 14. York BID have their own Safe Partnership comprised of key stakeholders across the city and also lead on the city's Purple Flag accreditation. The Business Crime partnership functions would fit with this BID role.
- 15. Discussions took place with the BID in January to transfer the business crime partnership to them and members of the partnership were notified of this change. The BID Board approved the recommendation to take responsibility to continue to deliver the services of the Business Crime Partnership through its core functions on 28th March 2025 on the basis that the remaining balance of the Partnership would transfer from City of York Council accounts once year end accounts have been finalised.

Consultation Analysis

16. As key partners working with the Business Crime Partnership, City of York Council Community Safety, North Yorkshire Police and York BID were all consulted and in agreement that the proposed transfer of the partnership functions to the BID would preserve the services it provides for its members and also support the membership to grow.

Options Analysis and Evidential Basis

- 17. Options considered were:
 - a) Disband Safer York Business Crime Partnership entirely.

b) Transfer the funding which is linked to Business Crime Partnership to the BID including all remaining funding to enable the communications benefits, links with police and information sharing to continue under the BID's portfolio of Keeping the City Centre Safe and Purple Flag, as the BID Board had agreed to take over the responsibility for delivery on the basis that the funding needed to deliver this would be passed over to them.

18. Options rejected were

a) Disband the Safer York Business Crime Partnership. This is due to the benefit derived from direct radio link to the police and between retail and night time economy businesses. This work also supports City of York Council Licensing aims and well as contributing to overall community safety and enabling the disruption of travelling criminals targeting the city.

Organisational Impact and Implications

19. Aside from the financial implications outlined in paragraph 8 above there are no legal or other implications for City of York Council services due to the partnership being a standalone entity and not within any organisation or financial control of the location authority.

Risks and Mitigations

20. There are no risks directly relevant to City of York Council. The only risk is to the members of the Business Crime Partnership if its functions were to cease.

Wards Impacted

21. All Wards are impacted as membership of the Business Crime Partnership extends to retailers predominantly within the City Centre but also in other locations across the city.

Contact details

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

Author

Name:	Jane Mowat
Job Title:	Head of Community Safety
Service Area:	Community Safety
Telephone:	01904 555742
Report approved:	Yes
Date:	23/06/2025

Background Papers:

None

Appendices:

None

Abbreviations:

BID Business Improvement District

CCTV Closed Circuit Television

CYC City of York Council



Meeting:	Combined Executive Member Decision Session	
Meeting date:	01/07/2025	
Report of:	Pauline Stuchfield, Director of Housing &	
	Communities	
Portfolio of:	Cllr M Pavlovic, Executive Member for Housing,	
	Planning & Safer Communities	

Decision Report: Re-Procurement of the Stray Dog Service Contract

Subject of Report

- 1. Following pre-tender market testing, in compliance with Contract Procedure Rules and in advance of a formal re-procurement exercise, to seek Executive Member approval for officers to tender and award the 3-year Stray Dog Service contract which following assessment could be over £250k in value.
- 2. Pre-tender market testing has identified a potential increase in the 3-year contract value to over £250k.

Benefits and Challenges

- 3. The Stray Dog service is a statutory service under s149 Environmental Protection Act 1990.
- Pre-tender market testing anticipates an increase in the 3-year contract value to over £250k.

Policy Basis for Decision

5. In compliance with s149 Environmental Protection Act 1990 Local Authorities must appoint an officer for the purpose of discharging functions relating to stray dogs found in the authority area.

- 6. The council may delegate and discharge these functions but remains responsible for ensuring that the functions are properly discharged.
- 7. If it is determined that a dog is a stray, it can be seized and detained.
- 8. Where the dog is wearing an identification collar, the owner will be contacted and informed that the dog has been seized, where it is being kept and that it will be liable to be disposed of if not reclaimed within 7 days and after the relevant fees and charges have been paid.
- 9. The person claiming to be the owner of the dog is not entitled to have it returned until he/she has paid all expenses incurred relating to its detention.
- 10. Where a dog is seized and detained for 7 clear days and the owner has not claimed the dog, the council may dispose of the dog by: selling or giving it to a person who it is felt will properly care for it, sell or give it to an establishment for the reception of stray dogs or euthanise the dog.
- 11. The council is required to keep a register containing the prescribed particulars of dogs seized and the register must be available, at all reasonable times, for inspection by the public free of charge.
- 12. Any kennel should be within a reasonable distance for the contractor to pick-up strays, the owner to collect their dog and for reasons of dog welfare.
- 13. Any kennel must be licensed under the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and the Animal Boarding Establishments Act 1963.
- 14. The service contributes to the council's core manifesto pledges of Environment and Health. Stray dogs, can cause fear and alarm to those who encounter them, can bite, create traffic hazards and foul.

Financial Strategy Implications

15. Pre-tender market testing has identified that the 3-year contract value could increase to over £250k. This would be an increase of over 60% on the cost of the existing contract.

16. A full competitive tendering exercise will be undertaken in order to achieve Best Value.

Recommendation and Reasons

17. To give approval for officers to tender and award the 3-year Stray Dog Service contract which pre-tender market testing has assessed could increase to be over £250k in value. This is to ensure compliance with the council's statutory responsibilities and Contract Procurement Rules.

Background

- 18. The council's Stray Dog service specification (Annex A) sets out local service requirements to comply with the statutory duty under s149 EPA 1990 (paragraphs 6-12).
- 19. The contractor must respond to all reports of stray dogs. This may include picking up dogs found on the street and either reuniting them with their owner if they can be found at the time or returning with the dog to the kennels awaiting contact by the owner. The public can also drop-off any found strays at the kennels.
- 20. Dog owners are able to retrieve their dog from the contractor from kennels after paying a Reclaim fee and kennelling costs. This income is transferred back to the council.
- 21. The Reclaim fee is currently £80.00 and kennelling costs are £14 per day or part day.
- 22. A payment plan arrangement can be made to spread costs for those who are in receipt of means-tested benefits.
- 23. The service specification requires the provision of 3 dedicated kennels for sole use by the council plus access to an isolation kennel at all times. The number of kennels is based upon regular monitoring of the maximum number of dogs the contractor has detained at any one time. The number of kennels has been reduced from 7 to 3 over the past 10 years. The contractor would charge the council a one-off fee for any additional kennelling requirements should this capacity ever be exceeded. To date additional kennelling has not been required, although the 3 council kennels have been filled on occasion.

- 24. Kennels are required to be within a 30-minute car journey from York in order to comply with the Environmental Protection Act 1990 requirement that any kennel should be within a reasonable distance for the contractor to pick-up strays, the owner to collect their dog and for reasons of dog welfare.
- 25. The contractor is also responsible for welfare, routine record keeping, the provision of data and information to the council on request, scanning for micro-chips, and for rehoming the dog wherever possible if it is unclaimed after 7 days.
- 26. 169 stray dogs were managed by the existing contractor over the 2-year period from January 2023 to December 2024.
 - The average kennelling stay was 1.5 days.
 - 124 dogs were reunited with their owner
 - 34 were rehomed.
 - 11 were euthanised. (of these, 6 were of a banned type under the Dangerous Dogs Act 1991 and the remainder assessed as unsuitable for rehoming due to health or behavioural issues).

Consultation Analysis

27. No consultation requirement.

Options Analysis and Evidential Basis

28. <u>OPTION 1</u>

To give approval for officers to tender and award the 3-year Stray Dog service at an anticipated value of over £250k.

OPTION 2

To not approve the above on the understanding that this is a statutory service and must be provided with no break in provision. An alternative means of delivery would therefore need to be identified. The current contract expires on 30th September 2025.

Organisational Impact and Implications

29. Financial

This is a statutory service and must be provided with no break in provision. There is a £83k yearly budget available for this service. This budget is more than previous years spend. Depending on the tender, we will determine the ongoing pressure on the budget that will need to be considered by the service.

Human Resources (HR)

There are no HR implications in relation to option 1 presented. There may be resource and or legal implications if option 2 is taken forward depending upon what alternative means of delivery is introduced

Legal

1. Statutory Duties

According to section 149 of the Environmental Protection Act 1990, every local authority is required to appoint an officer for the purpose of discharging functions conferred under section 149 for dealing with stray dogs found in the local authority's area. The officer may delegate the discharge of these functions to another person, but shall remain responsible for ensuring that such functions are properly discharged.

2. Contract and Procurement Law Implications

All options will require advice from Legal Services and Commercial Procurement on the different routes and the associated advantages and risks of each route to ensure compliance with relevant legislation and our Constitution.

(a) Option 1 - Reprocuring the Services

This first option carries the least amount of risk from a procurement law perspective.

Any new contract will need to be commissioned via a compliant procurement route under (where applicable) the Council's CPRs and the Procurement Act, with advice from the Commercial Procurement team (see **Procurement Implications** below).

An appropriate form of contract will need to be drafted and completed with support from Legal Services.

Further advice will need to be obtained from legal Services with regards to any relevant provisions under the current contract that will apply once this contract comes to an end; if, following completion of the re-procurement the contract is awarded to someone other than the incumbent provider, then advice from other relevant departments may be required (e.g., HR and Finance in respect of any TUPE/Pension related issues).

Under Rule 8.10 of the Council CPRs, the Executive or the relevant Executive Member may agree, or authorise another Officer to enter a contract under their delegated powers where the aggregate contract value (including any extensions) is worth more than £250,000 but less than £500,000, unless the Chief Finance Officer and Monitoring Officer have approved the Procurement as Routine.

Given that this procurement is to fulfil the statutory duty section 149 of the Environmental Protection Act 1990, this is not a Routine Procurement.

(b) Option 2 - No Service or In-House Delivery

If the intention is not to reprocure the service, or to bring the service in-house, then any alternative delivery models proposed will need to be reviewed by Legal Services and Commercial Procurement to ensure compliance with the Procurement Act 2023. There will also need to be sufficient budget.

Further advice on any requirements upon termination/expiry within the Contract must be obtained from Legal Services before proceeding with this option, as well as advice from other relevant departments (e.g., HR and Finance in respect of any TUPE/Pension related issues).

Legal Services already note that the Client has discussed and confirmed with the current Provider that the Provider's employees will not need to be transferred (either to any new Provider or the Council) should this contract be awarded elsewhere or be brought back in-house.

Option 2 would have no procurement law implications.

Procurement

All works and/or services must be procured via a compliant, open, transparent, and fair process in accordance with the council's Contract Procedure Rules and where applicable, the Procurement Act 2023. Further advice regarding the procurement process and development of procurement strategies must be sought from the Commercial Procurement team. Option 1 will allow the council to test the market, and evidence value for money whilst achieving a quality service. As noted in the Legal implications above, a contract will need to be created and produced as part of the tender of which will require involvement from both Legal Services and Commercial Procurement.

Health and Wellbeing

Public Health support the re-tender process for the Stray Dog service.

Environment and Climate action

No service implications.

Affordability

Anyone on a lower income may not be able to recover their dogs due to the fees to be paid. However, payment plan arrangements can be introduced for those on means-tested benefits.

Equalities and Human Rights

No service implications

Data Protection and Privacy

The data protection impact assessment (DPIAs) 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 DPIA at this time. However, this will be reviewed following the approved recommendations and options from this report and a DPIA completed if required.

Communications

There are no direct communication implications from the proposed procurement. The council will continue to publicise the service, as appropriate, through its corporately own channels.

Economy

No service implications.

Risks and Mitigations

30. No known risks.

Wards Impacted

31. All wards

Contact details

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

Author

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Report approved:	Yes/No
Date:	17/06/2025

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Report approved:	Yes/No
Date:	17/06/2025

Background papers

No background papers.

Annexes

Annex A – Contract Specification

Annex B – Equalities İmpact Assessment (EIA)



Annex A – Contract Specification

Stray Dog Kennelling & Collection Service SPECIFICATION

This contract is for the provision of a stray dog kennelling and collection service for the sole use of the City of York Council pursuant to its statutory duties, powers and functions. This will include the provision of 3 kennels for the sole use of the Council for the housing of stray and other dogs held by the Council pursuant to its statutory duties, powers and functions.

KENNELLING

- Reserve 3 kennels within a 30-minute car journey from the centre of York for the sole
 use of the City of York Council and when so required by the Authorised Officer to
 accommodate any dog seized pursuant to the Council's statutory duties, powers and
 functions or any dog taken directly to the kennels by the member of the public or
 Council officer or other person.
- 2. To employ any documentation supplied by the Council for the recording of information pursuant to legislation or other lawful purposes.
- 3. Where a dog is brought into the contracted kennel by a member of the public, Council officer or other person, ensure that a record of the admission is made on appropriate documentation that shall be supplied by the Council.
- 4. Any dog seized or brought into the contracted kennel shall be scanned for a microchip and any information obtained shall be recorded pursuant to legislation or other lawful purposes.
- 5. Properly feed and ensure the welfare of any dog and in particular to provide sufficient food and water and to ensure that it is not subjected to unnecessary suffering.
- 6. Properly maintain the condition and cleanliness of the kennels in accordance with any licence in force under the Animal Boarding Establishments Act 1963 and comply with the standards specified by the Chartered Institute of Environmental Health and the general duty of care under the Animal Welfare Act 2006. In particular, ensure that some parts of the dog's sleep area is maintained at a temperature of at least 10°C and ensure that clean, dry bedding material is provided. Each of the 3 kennels must be thoroughly cleaned daily and disinfected with the use of a proprietary Parvocide or equivalent. These costs shall not be passed on to the Council.
- 7. The kennelling period is ended by the dog's owner/registered keeper's claim, providing they produce evidence of their name and address (via driver's license, passport, utility bill or other suitable document) and the receipt in full any straying fine and kennelling fee plus any other costs incurred in keeping the dog safe, such as veterinary fees and charges.

Note: If the dog's owner/registered keeper does not produce acceptable identification or pay the outstanding fees IN FULL the dog shall <u>NOT</u> be released without the express consent of the Authorised Officer. All disputes shall be referred to the Authorised Officer.

- 8. On the expiry of the statutory kennelling period (seven clear days) the contracted kennel shall continue to accommodate any dog for a further period of a minimum of 14 days unless the dog is considered to be unsuitable for re-homing due to its hostile nature, poor health or infirmity.
- 9. During the period of 14 days specified in paragraph 8 above to employ all lawful means available and best endeavours to sell the dog to a person who will properly care for it. The dog may be given to an establishment for the reception of dogs provided that the Authorised Officer agrees that the establishment is a suitable one. The Authorised Officer will set the sale price, currently £20.00 for dogs and may waive the sale price, if appropriate.
- 10. Any dog sold via the contracted kennel shall be micro-chipped by the contractor and registered on an approved database before it leaves the contracted kennel. The Council shall meet the cost of the micro-chip. The person purchasing the dog will be required to provide proof of their name and address (driver's license, passport, utility bill etc.) and be registered as the keeper of the dog. No third party names will be accepted.
- 11. If the dog is sold in accordance with paragraph 9 above, the contracted kennel shall account to the council for the sale price received for the dog.
- 12. If, on expiry of the 14-day period in paragraph 9, the contracted kennel has not been successful in selling a dog, they may continue to accommodate the dog providing adequate accommodation is available or they shall arrange for the dog to be humanely destroyed by a veterinary surgeon in accordance with paragraph 16. The Council will not be liable for the veterinary fees incurred in destroying a dog if it has been transferred to another establishment.

The contractor will:

- 13. Allow access to the kennels 09:00 to 18:00 7 days a week, excluding Christmas Day for the acceptance of stray and other dogs and for members of the public to satisfy themselves of the identity of a dog and to reclaim/purchase any dog.
- 14. Ensure that all pedestrian routes on the contracted kennel site are suitably paved, kept free from obstruction, clean and lit so as to give safe unhindered access and egress to visitors.
- 15. Ensure that vehicles are able to park within a reasonable distance of the contracted kennel block in the event of needing to drop off an aggressive/dangerous dog.
- 16. Arrange for the destruction by a veterinary surgeon, following consultation and approval from the Authorised Officer, of dogs deemed to be unsuitable for re-homing due to their hostile nature, poor health or infirmity. The reasonable fees shall be met by the Council upon receipt of an invoice from the veterinary surgeon. The veterinary surgeon shall be approved by the Authorised Officer of the council.
- 17. Allow the Council and its agents to inspect the contracted kennel any reasonable time provided that such inspection shall cause as little inconvenience as reasonably possible to the contracted kennel.
- 18. Ensure that dogs boarded in the 3 contracted kennels are only those accepted or delivered pursuant to the Council's statutory duties, powers and functions. If any private boarding arrangements or dogs owned by the contracted kennel are boarded

- or exercised on the site they shall be kept completely separate from the kennel block in which stray and other detained dogs are boarded and exercised.
- 19. Ensure that dogs exhibiting signs of worms are treated/wormed on reception at the contracted kennel.
- 20. Provide an isolation kennel separate to and in addition to the 3 kennels contracted to the Council. This kennel shall not be used for any other purposes. The contractor may only charge for use of this kennel when it accommodates any dog accepted or delivered pursuant to the Council's statutory duties, powers and functions.
- 21. Have access to micro-chip scanners for the purpose of identifying chipped and non-chipped dogs and tracing the owner/registered keeper.
- 22. If an owner refuses to have their dog micro-chipped, the contractor will pass the owner's details to the Authorised Officer, who will serve a Notice under the Microchipping of Dogs (England) Regulations 2015 requiring the animal to be chipped.
- 23. Provide the Council, at its nominated office, with a statement on the first working day of each calendar month, containing the following information relating to the preceding month:
 - a) The number of dogs accepted at the contracted kennel, at what time they were accepted and who 'handed them in' (member of the public, Council officer, police officer etc.).
 - b) How each dog was disposed of, to whom and in the event of a sale the amount for which it was sold.
 - c) Actions taken in relation to micro-chipping including: number of dogs with incorrect keeper information, number of keeper's information updated at the time of the keeper's claim and number of dogs given a microchip for the first time by the contracted kennel.
 - d) Any medical treatment provided.
 - e) The number of dogs reclaimed by their owner/registered keeper, including details of the Straying Fine, Kennelling Fee and any other costs reasonably incurred such as veterinary surgeon fees and charges payable.
 - f) Any other information required by the Authorised Officer
- 24. To provide information to the deadlines provided by the council, for the purpose of fulfilling Freedom of Information (FOI) Act and other such requests.
- 25. On occasions, the contractor kennel will be required to remove matted hair or apply a medicated shampoo to a dog. These costs shall not be passed on to the Council.
- 26. The contracted kennel shall, on a regular basis, carry out a visual examination of all dogs present in the kennels and record details of any dog that is not fit, or is showing signs of ill health, and the actions taken with regard to its welfare in a suitable register reserved for that purpose.
- 27. When, in the reasonable opinion of the contracted kennel, the condition of a dog is such as to require the attention of a veterinary surgeon, they shall arrange for such attendance and treatment as may be reasonably necessary. The reasonable fees of the veterinary surgeon shall be met by the Council upon receipt of an invoice from the veterinary surgeon. The veterinary surgeon shall be approved by the council and the actions undertaken/treatments given shall be recorded in accordance with paragraph 23.

28. At all times the contracted kennel shall be and remain duly licensed for 3 dog kennels under the provisions of the Animal Boarding Establishments Act 1963 and any breach of this clause shall be deemed to be a fundamental breach of this agreement.

COLLECTION/PICK-UP SERVICE

- 29. The contractor shall provide a stray dog collection/pick-up service, 5 days a week 09:00hrs-17:00hrs, Monday to Friday, except for Christmas Day. Outside these hours the person reporting the stray dog will be asked to hold onto the dog themselves until the next working day when it could be collected by the contractor or transport the dog to the kennels themselves between 09:00hrs-18:00hrs.
- 30. The contractor shall wear a City of York Council ID badge. 'Working in partnership with City of York Council' (including CYC logo) should be displayed on any vehicle or work clothing used during delivery of the service.
- 31. The vehicle used by the contractor to transport the dogs must be clean and presentable at all times and will be appropriately equipped (leads, muzzles, harnesses etc) to ensure safe collection and transportation of the animal. The contractor is responsible for provision of the vehicle, together with all associated costs such as: tax, insurance, fuel and maintenance.

Annex B – Equality Impact Assessment (EIA)

City of York Council

Equalities Impact Assessment

Who is submitting the proposal?

Directorate:	Housing and Communities
Service Area:	Community Safety
Name of the proposal :	Re-procurement of the Stray Dog Service
Lead officer:	Tanya Lyon
Date assessment completed:	02/06/2025
Names of those who contributed to the assessment :	

Name	Job title	Organisation	Area of expertise

Step 1 – Aims and intended outcomes

1.1	What is the purpose of the proposal? Please explain your proposal in Plain English avoiding acronyms and jargon.
	Re-procurement of the statutory Stray Dog service to meet legislative requirements under s. 149 Environmental Protection Act 1990.

1.2	Are there any external considerations? (Legislation/government directive/codes of practice etc.)	
	Service must comply with the requirements of s.149 EPA 1990	

1.3	Who are the stakeholders and what are their interests?
	Owners of stray dogs
	Finders of stray dogs
	 Members of the community and road users
	Dogs (welfare)

1.4	What results/outcomes do we want to achieve and for whom? This section should explain what outcomes you want to achieve for service users, staff and/or the wider community. Demonstrate how the proposal links to the Council Plan (2019- 2023) and other corporate strategies and plans.
	 To comply with the requirements of the EPA 1990 To reduce the number of stray dogs on York's streets To reunite stray dogs with their owners To rehome unclaimed dogs To protect the welfare of the dog. To reduce the risk of a dog attack. To prevent traffic hazards/accidents To prevent fouling.

Step 2 – Gathering the information and feedback

impact of the proposal on equa including: consultation exercises,	What sources of data, evidence and consultation feedback do we have to help us understand the impact of the proposal on equality rights and human rights? 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.			
Source of data/supporting evidence	Reason for using			
 Own experience Experience of contractor Experience of Neighbourhood Enforcement Team (who take enforcement action against those who 	The Community Safety Manager and Neighbourhood Enforcement team have worked closely with the Stray Dog contractor since the formation of the team in 2016. The current Stray Dog contractor has held the contract for 3 years and retains records and knowledge of the circumstances of each stray dog			

Step 3 – Gaps in data and knowledge

allow their dogs to persistently stray).

3.1	What are the main gaps in information and understanding of the impact of your proposal? Please indicate how any gaps will be dealt with.		
Gaps in data or knowledge		Action to deal with this	
No known gaps.			

managed by them.

Step 4 – Analysing the impacts or effects.

4.1 Please consider what the evidence tells you about the likely impact (positive or negative) on people sharing a protected characteristic, i.e. how significant could the impacts be if we did not make any

opportunition opportunition colored co	es to promote equality and/or foster good relations. Key Findings/Impacts	Positive (+) Negative (-) Neutral (0)	High (H) Medium (M) Low (L)
Age	Older people may be at heightened risk from stray dogs if physical impairment affects their ability to take evasive action if a dog was at risk of knocking them over or behaving aggressively. A fall or bite could have a more serious outcome than for a younger person.	Positive	L
Disability	Stray Dogs could pose a heightened risk to anyone with a physical disability, preventing them from taking evasive action if a dog was at risk of knocking them over or behaved aggressively towards them.	Positive	L
Gender		0	L
Gender Reassignment		0	L
Marriage and civil partnership		0	L
Pregnancy and maternity		0	L
Race		0	L
Religion and belief		0	L
Sexual		0	L

orientation			
Other Socio- economic groups including:	Could other socio-economic groups be affected e.g. carers, ex-offenders, low incomes?		
Carer		0	L
Low income groups		0	L
Veterans, Armed Forces Community		0	L
Other		-	-
Impact on human rights:			<u>, </u>
List any human rights impacted.		N/A	N/A

Use the following guidance to inform your responses:

Indicate:

- Where you think that the proposal could have a POSITIVE impact on any of the equality groups like promoting equality and equal opportunities or improving relations within equality groups
- Where you think that the proposal could have a NEGATIVE impact on any of the equality groups, i.e. it could disadvantage them

- Where you think that this proposal has a NEUTRAL effect on any of the equality groups listed below i.e. it has no effect currently on equality groups.

It is important to remember that a proposal may be highly relevant to one aspect of equality and not relevant to another.

High impact (The proposal or process is very equality relevant)	There is significant potential for or evidence of adverse impact The proposal is institution wide or public facing The proposal has consequences for or affects significant numbers of people The proposal has the potential to make a significant contribution to promoting equality and the exercise of human rights.
Medium impact (The proposal or process is somewhat equality relevant)	There is some evidence to suggest potential for or evidence of adverse impact The proposal is institution wide or across services, but mainly internal The proposal has consequences for or affects some people The proposal has the potential to make a contribution to promoting equality and the exercise of human rights
Low impact (The proposal or process might be equality relevant)	There is little evidence to suggest that the proposal could result in adverse impact The proposal operates in a limited way The proposal has consequences for or affects few people The proposal may have the potential to contribute to promoting equality and the exercise of human rights

Step 5 - Mitigating adverse impacts and maximising positive impacts

- Based on your findings, explain ways you plan to mitigate any unlawful prohibited conduct or unwanted adverse impact. Where positive impacts have been identified, what is been done to optimise opportunities to advance equality or foster good relations?
- The proposal does not generate any unlawful/prohibited conduct or unwanted/adverse impact.
- The proposal seeks to remove the hazard of stray dogs from the streets, which could be of a greater benefit to older people and those who are disabled.

Step 6 – Recommendations and conclusions of the assessment

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. There are four main options you can take:

No major change to the proposal – the EIA demonstrates the proposal is robust. There is no potential for unlawful discrimination or adverse impact and you have taken all opportunities to advance equality and foster good relations, subject to continuing monitor and review.

- **Adjust the proposal** the EIA 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 under the
 duty
- **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.

Important: If there are any adverse impacts you cannot mitigate, please provide a compelling reason in the justification column.

Option selected	Conclusions/justification
No major change to the proposal.	The proposal does not include potential for unlawful discrimination or adverse impact

Step 7 – Summary of agreed actions resulting from the assessment

7.1 What action, by	What action, by whom, will be undertaken as a result of the impact assessment.			
Impact/issue Action to be taken Person Timescale				
		responsible		
N/A	N/A	N/A	N/A	

Step 8 - Monitor, review and improve

8. 1	How will the impact of your proposal be monitored and improved upon going forward Consider how will you identify the impact of activities on protected characteristics and other marginalised groups going forward? How will any learning and enhancements be capitalis on and embedded?			
	Regular monitoring/performance meetings are held with the contractor. Any Equalities impact from the service would be identified at those meetings.			

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Meeting:	Exec/Member Briefing		
Meeting date:	1 st July 2025		
Report of:	DASS Sara Storey		
Portfolio of:	Executive Member for Adult Social Care		
	Cllr Steels Walshaw		

Decision Report: Use of Acomb Garth for the 24/7 Neighbourhood Mental Health Centre Pilot

Subject of Report

- The Connecting our City Project is a multi-agency Project aimed at improving mental health and wellbeing in York. The Project team are hosted by City of York Council ("CYC") and the Project has largely been funded through NHS Community Mental Health Transformation ("CMHT") Funding.
- 2. CYC currently hold York's allocation of CMHT monies, commissioning on behalf of the York Mental Health Partnership ("YMHP"). This includes the development of Mental Health Hubs in the City.
- 3. Due to the success of the Mental Health Hub developments, additional NHS funding (Circa £3.4m over 2 years) has been secured for up to 2 further Hubs in the city. One of these is part of a national pilot funded by NHS England ("NHSE"). CYC will hold the funding for this pilot and a 2 year budget has been finalised and agreed by the Joint Delivery Board (JDB Partnership Board responsible for leading on the hub developments and reporting into the York Health and Care Partnership). The total funding for the pilot is £2.4 million over 2 years.

- 4. Funding for the NHSE 24/7 Neighbourhood Centre pilot will be allocated primarily towards the commissioning of services through contracts and agreements with voluntary sector ("VS") organisations, the recruitment of a limited number of statutory roles, capital expenditure for necessary building works, and licence fee costs associated with the Hub venue.
- 5. Following an extensive search within the agreed catchment area, comprising Acomb, Holgate, and Westfield, the Joint Delivery Board (JDB) formally agreed in November 2024 that the 24/7 Hub would be located at Acomb Garth Community Centre ("Acomb Garth") (see the Venue Options Paper, Annex A). Associated costs relating to the licence fee and use of the premises were presented and formally approved by the Joint Delivery Board.
- 6. Of the total amount received from NHSE, £123,000 has been allocated for building works which are being carried out on behalf of NHS Property Services and £143,750 has been allocated for the licence fee to Nimbuscare for use of the space for the pilot period
 - 7. The freehold of the property at Acomb Garth is owned by NHS Limited Property Services ("NHSPS"). Nimbuscare ("Nimbuscare") has a lease of part of the ground floor of the property until 30 June 2032 (with a break clause on 1 July 2027) and their use of the property is governed by the terms of their lease with NHSPS.. The lease prohibits Nimbuscare from underletting or sharing occupation of the property unless this is done in accordance with the terms of the lease. Nimbuscare are only permitted to grant a LTO in the form attached to the lease. The LTO proposed by Nimbuscare does not accord with the terms of the lease. However, NHSPS has agreed to provide CYC with a side letter confirming that the revised form of LTO is acceptable in the circumstances. Technically, this should be done by way of a deed of variation. However, this has not been agreed.
 - 8. A decision is required on the signing of an Agreement for Licence to Occupy ("AFL") and a Licence to Occupy ("LTO") with Nimbuscare in respect of part of Acomb Garth, together with obtaining a side letter from NHSPS relating to the LTO ("Side Letter") so that the property can act as a base of the 24/7 Neighbourhood Mental Health Centre.

- 9. The existing premises at Acomb Garth requires a programme of building works to ensure alignment with the specifications of the codesigned service model. These works are essential to provide adequate capacity for staff, accommodate individuals accessing the Hub on a one-to-one basis, and facilitate group-based activities.
- 10. The Project Team has been working in close collaboration with Nimbuscare, the appointed architect, and contracted suppliers to ensure that the proposed adaptations to the space meet the operational and functional requirements of the Hub.
- 11. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026. Any delay in securing the AFL, LTO and Side Letter poses a significant risk to the timely mobilisation of the Hub.

Benefits and Challenges

- 12. There are benefits to CYC continuing to hold the budget for the Mental Health Hub provision, as CYC already holds the existing agreements and hosts the Project Team. The Project Team are responsible for developing the Hub model, including mobilising the 24/7 neighbourhood mental health centre. This allows funding to be carried over financial years should there be delays ensuring maximum use of available funds for York. The Project Team retain oversight of the whole Project and ensure it is delivered on time, within budget and achieving the intended outcomes for residents.
- 13. The proposed AFL and LTO with Nimbuscare will allow CYC to take early occupation of part of Acomb Garth for use as offices and use of the required space at Acomb Garth once the works are completed to the reasonable satisfaction of CYC. If the works are not completed within the required timescales then CYC will not be required to complete the LTO.
- 14. As holder of the funds, CYC are best placed to issue and monitor the required agreements.
- 15. The proposed LTO is for 4 years with a rolling termination right after the end of the first 2 years. This ensures there is no obligation on CYC to continue to pay a licence fee for the use of Acomb Garth

- after the pilot period, but also retains the right to use the building for two more years should continuation funding be secured, thus securing the investment made into the building adaptations.
- 16. The LTO has been reviewed by CYC Legal Services and assessed with regards to any risks to CYC. The AFL and Side Letter have been proposed to the other parties and will need to be reviewed and agreed with them.
- 17. The York Mental Health Hub developments are a high-profile Project with significant system engagement across York. Recruitment has started with some staff starting in post from June 2025. Building works are expected to take approximately 6 weeks. Nimbuscare have indicated that alternative office space can be available for the team within Acomb Garth whilst works are undertaken. The AFL will need to be in place for CYC to take occupation. Uncertainty around these arrangements could delay building works, and subsequently Hub opening.
- 18. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026.
 - 19. Any postponement in signing the AFL could jeopardise the planned opening timeline, reduce the period available for meaningful service delivery and user engagement, and limit the York pilot's ability to contribute robustly to the national evaluation. This may in turn impact the future sustainability of this model.
- 20. CYC Legal has advised that they would not advise CYC to undertake works to a property without a lease and licence for alterations in place. However, NHSPS and Nimbuscare have refused to provide CYC this documentation to correctly formalise the relationship between the parties. Accordingly, we have instructed CYC Legal to amend the LTO to try and bring it into line with the provisions of the headlease, and have asked for NHSPS to provide CYC with a side letter confirming that they are in agreement with the form of LTO in order to mitigate the risks. See Annex B attached to this report. As this is an agreement (rather than a deed) it does not technically vary the terms of the headlease and would not protect CYC if NHSPS wanted to terminate the headlease/sell the freehold of the property to a third party.

- 21. The terms of the proposed LTO with Nimbuscare for the Hub do not give CYC an interest in the property or allow CYC to have exclusive occupation of the premises. Accordingly, there is a risk that Nimbuscare could ask CYC to share part of the premises with them or another third party during the licence period and CYC would not be able to prevent this. Besides this, the form of LTO breaches some of the terms of their lease with NHSPS. Accordingly, there is a risk that NHSPS could terminate the headlease and CYC would have no right to remain in the premises. If this were to happen, CYC could become liable to Nimbuscare for the costs of any action that the NHSPS takes against Nimbuscare for breach of lease under the indemnity provisions in the LTO.
- 22. The LTO does not give CYC the same level of security as it would have been granted in a lease of the property and some of the terms are less favourable. For example, there are limited obligations on the Nimbuscare/NHSPS and CYC may be required to continue to pay the licence fee in the event of uninsured damage to the premises. The terms of the documents are still being negotiated but we will seek to mitigate the risks to CYC in relation to this.

Policy Basis for Decision

- 23. This decision complies with both the **Health and wellbeing** and **Cost of Living** priorities within the Council Plan. The Project looks to improve access to mental health and wellbeing support, ensure open access, person centred and flexible support. Integrated models of care allow best use of resources, avoid duplication and avert more costly acute and crisis services. Offering flexible support within the community will increase accessibility for groups who are currently underrepresented within mental health services.
- 24. The model also seeks to address the **health inequalities** for people with a severe mental illness by improving access to physical health support, addressing the social determinants of mental health and building community connectedness.
- 25. Advice has been taken from colleagues in Legal Services on the drafting of the relevant agreements.

Financial Strategy Implications

- 26. These are all Health funding sources which are/will be passported to the Council to manage. The cost of the renovation and licence fee has been factored into the financial model and is affordable within the overall budget envelope. Any material overruns will necessitate recasting the plan to ensure the project remains within the budget envelope.
- 27. The 24/7 pilot funding is for 2 years (£2.4 million over two years). Discussions are happening at both a place and Integrated Care System ("ICS") level about how this model can be sustained after the 2-year period. However, the appended licence to occupy allows for termination of the agreement after the 2-year period should continuation funding not be secured.
- 28. The Hub development work aligns with other developments in relation to integrated community service provision and Integrated Neighbourhood Teams for which joint funding arrangements are being developed.

Recommendation and Reasons

- 29. Recommendation(s) The Executive Member will be asked to:
 - a. Approve the option for City of York Council to enter into the AFL ,Licence to Occupy and a Side Letter relating to the property at Acomb Garth, once they are agreed, as the holder of the funds for the pilot, and to delegate authority to the Corporate Director of Adult Services and Integration ("DASS") in consultation with the Director of Governance and the Chief Finance Officer to take such steps as are necessary to draft, negotiate, and conclude the proposed Agreement for Licence to Occupy, Licence to Occupy and side letter.

Reason(s): The recommendation allows the City of York Council and the partner organisations within the hub to occupy and make necessary alterations to Acomb Garth as part of a pilot project. By securing occupancy and making modifications, the Council can ensure that the site becomes operational without undue delay, in line with NHSE expectations. The Agreement for Licence to Occupy, Licence to Occupy and side letter confirms the Council's right to use

the site and mitigates some key risks from a property law perspective (to extent possible in the circumstances and given the position taken by NHSPS and Nimbuscare)and ensures alignment with Council policies. As host to the Project Team and budget holder, CYC is best placed to manage these arrangements and ensure best outcomes for the residents of York. There are still a number of risks set out in the Risks section below.

Background

- 30. A previous paper was taken to Executive on 14th November 2024 where the issuing of 2-year agreements for voluntary sector providers within the Mental Health Hubs was agreed. This has enabled the recruitment of staff for the 24/7 hub.
- 31. The Connecting our City Project is a multi-agency Project aimed at improving mental health and wellbeing in York. The Project team are hosted by CYC and the Project has largely been funded through NHS CMHT Funding and NHSE Pilot funding.
- 32. One of the key priorities for the Project was to establish a Trieste style Mental Health Hub model for York. These Hubs will offer a range of support in a flexible manner with a multi-agency team, that are able to be responsive and enable early intervention to prevent a decline in mental health. The Hub is able to support a person to develop a network of community assets to support them to thrive in their local communities.
- 33. The Hub model was co-designed in April 2022 as part of a detailed process involving people with lived experience and a range of practitioners from across organisations in York. The model was then prototyped supporting a small number of individuals from January 2023 with a team including clinicians, social care, peer support, recovery workers, carer support and social prescribing.
- 34. The first Hub opened on a permanent basis at the end of May 2024 at 30 Clarence Street and from September 2024 has integrated with the Mental Health Recovery Service. The Hub is already showing positive outcomes both for individuals and the system.
- 35. As previously reported, we have secured £2.4m over 2 years for a 24/7 Mental Health Hub in the West of the City (Acomb, Holgate &

- Westfield) as part of a national pilot. This will be York's second mental health hub.
- 36. York's Hub development journey and the unique partnership approach to this, continues to attract significant national and local interest.
- 37. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026. We are working towards a hub opening date of July 2025.
- 38. Significant work has been undertaken since the last report was submitted in November, including conducting a new codesign process with residents and practitioners, sourcing of a venue, agreement of a staffing model, and recruitment to several key operational roles.
- 39. Following an extensive search within the designated catchment area, comprising Acomb, Holgate, and Westfield, the Joint Delivery Board formally agreed in November 2024 that the 24/7 Hub would be located at Acomb Garth (**Venue Options Paper**, **Annex A**).
- 40. The freehold of the property at Acomb Garth is owned by NHSPS. Nimbuscare has a lease of part of the property and their use of the property is governed by the terms of their lease with NHSPS. Under the terms of the LTO, CYC is obliged not to do anything to put Nimbuscare in breach of the terms of headlease. However, the terms of the LTO do not fully accord with the terms of the headlease. CYC have requested a side letter from NHSPS to mitigate the risks in relation to this and NHSPS have confirmed that they are happy with this approach. This is not an ideal solution from a legal perspective. Because, legally a lease can only be varied by way of a deed of variation. Therefore, should NHSPS wish to do so, it could transfer the headlease to a third party who would not be bound by the Side Letter and the third party could say that the LTO is in breach of the terms of the headlease.
- 41. Subsequent to the venue selection, associated costs relating to rental and use of the premises were presented and formally approved by the Joint Delivery Board. £123,000 has been allocated for building works which are being carried out on behalf of NHS

Property Services and £143,750 has been allocated for the licence fee to Nimbuscare for use of the space for the pilot period. These costs will be covered in full by the NHSE pilot monies.

- 42. As the budget holder for the 24/7 Hub pilot, a decision is required on the signing of an Agreement for LTO and a Licence to Occupy at Acomb Garth Community Health Centre as a base of the 24/7 Neighbourhood Mental Health Centre.
- 43. The existing premises at Acomb Garth require a programme of building works to ensure alignment with the specifications of the codesigned service model. These works are essential to provide adequate capacity for staff, accommodate individuals accessing the Hub on a one-to-one basis, and facilitate group-based activities. The total cost for these works is approximately £123,000 (tender process carried out by Nimbuscare). These costs will be covered in full by the NHSE pilot monies.
- NHSPS will not allow CYC to be a party to the deed documenting 44. the works being undertaken to the property because CYC does not have a legal interest in the property. This is a risk because there is no contractual relationship between CYC and the party who is undertaking the works to the property. CYC have been provided with a copy of the draft deed which is to be entered into between NHSPS and Nimbuscare in respect of the works and it does not include any set timeframes for the works. Accordingly, there is a risk that there could be a delay to the works and/or issues with the works and CYC would not be able to require NHSPS to do anything. Nimbuscare have agreed in principle that they would be willing to enter into a document which requires them to enforce the covenants in their deed with NHSPS in the event that there are delays/issues with the works but this will only be of limited use because there are only limited obligations in their deed with NHSPS. Accordingly, CYC legal propose for CYC to enter into a conditional agreement (AFL) with Nimbuscare which states that CYC will only be required to pay for the works and complete the LTO once the works have been completed to CYC's reasonable satisfaction. CYC are preparing the first draft document and aim to agree this with Nimbuscare as soon as possible. This is not a good position from a legal perspective but it is all that the other parties are willing to agree at this stage. CYC will request that the approved plans and specifications are annexed the AFL and that if the works are not completed within a certain timeframe then CYC can walk away and not pay for the works.

There is a risk that Nimbuscare will not agree to this as there is no contractual obligation on NHSPS to complete the works within a specific timeframe. This is being negotiated and a final position has not yet been reached.

- 45. As these are partnership project implications, the JDB have remained fully sighted on the arrangements and any associated risks. They are in agreement with the approach being taken.
- 46. The Project Team has been working in close collaboration with Nimbuscare (the main leaseholder at Acomb Garth), the appointed architect, and contracted suppliers to ensure that the proposed adaptations to the space meet the operational and functional requirements of the Hub.
- 47. Any delay in securing the Agreement for Licence to Occupy poses a significant risk to the timely mobilisation of the Hub.
- 48. Any postponement in signing the Agreement for Licence to Occupy could jeopardise the planned opening timeline, reduce the period available for meaningful service delivery and user engagement, and limit the York pilot's ability to contribute robustly to the national evaluation. This may in turn impact the future sustainability of this model.

Consultation Analysis

- 49. The development of the York Community Mental Health Hubs involved an in-depth codesign process with representation from clinicians, social work, local area coordination, voluntary sector, and over 50% lived experience and carers. The core principles that emerged from this process continue to guide the development of the York Hub model, including the desire to embed lived experience leadership. Monthly conversation cafes provide ongoing dialogue and involvement as the Project develops. The Project also has a dedicated Co-production Champion providing ongoing opportunities for involvement and engagement as well as a System Change Lead who works alongside voluntary sector colleagues to support and improve commissioning practice.
- 50. We have conducted a new codesign process for the 24/7 Hub within Acomb/Westfield/Holgate to inform the model for the new Mental Health Hub in the West of the City, in particular the overnight

element of this offer (see Annex C). The codesign team included representatives from the local community, individuals and carers who have experienced mental ill health, practitioners from health, social care, voluntary sector and the police. These individuals continue to be actively involved in recruitment and building design.

Options Analysis and Evidential Basis

51. Option 1 - City of York Council to sign the Agreement for Licence to Occupy and Licence to Occupy and obtain a side letter relating to the premises at Acomb Garth as the holder of the funds for the pilot.

Advantages:

- a. Building works can commence immediately (estimated 6-week schedule). The Hub opens as scheduled, supporting:
- b. Staff induction and mobilisation (from June 2025).
- c. Timely delivery of the NHSE-funded pilot.
- d. Sufficient period for user engagement and evaluation by May 2026.
- e. Partner confidence maintained, with integrated service delivery.

Disadvantages:

- a. There is a risk that the works are not completed in a timely manner and CYC cannot take occupation when it needs to do so.
- b. Mitigation measures in place for legal risks, including agreement with Nimbuscare in respect of the works and NHSPS consent in the form of a side letter confirming support for the licence terms are not ideal but acceptable to CYC given the relationship between the parties.
- c. Legal risks relating to CYC's occupation of the premises are managed, but not eliminated. CYC will have very limited recourse against Nimbuscare (but not NHSPS) in the event

that there are issues with the premises during the licence period. CYC legal are still negotiating the terms of the licence but (partly because it is a licence to occupy and not a lease) there are limited obligations on Nimbuscare and CYC will not have exclusive occupation of the premises.

Recommendation:

This option is recommended.

52. Option 2 - Delay Project Pending Resolution whilst all outstanding legal, leasehold, or governance issues are resolved.

Advantages:

- a. Allows more time for legal risks to be mitigated.
- b. Prevents CYC from becoming liable for potential enforcement action by NHS Property Services and from being required to exit the premises.
- c. Ensures CYC does not incur costs that could arise from unauthorised occupation or alteration.
- d. Ensures all parties understand and accept their obligations before service delivery begins.
- e. By ensuring all legal arrangements are robust before signing, this option reduces the likelihood of operational disruption or legal challenge further down the line. This also gives CYC more security in respect of any issues that arise during the licence period.

Disadvantages:

- a. Building works are postponed, likely delaying the Hub opening beyond the NHSE timeline.
- b. Staff already recruited may lack a base, risking underutilisation and potential HR issues.

- c. Service launch may be compromised.
- d. Reputational risk increases, and funding may be clawed back by NHSE.
- e. Lack of an evidence base as part of the national evaluation will compromise the sustainability of the model longer term
- f. Risk of losing Acomb Garth, as a site as Nimbuscare have cleared the proposed areas in anticipation of works starting, reducing their rental income.
- g. Significant discussions have taken place with all partners to mitigate the associated risks as far as possible. It is unlikely that additional delays would allow us to mitigate these risks entirely.

Recommendation:

This option is not recommended.

53. Option 3 - City of York Council do not enter into the proposed agreements with Acomb Garth, and alternative arrangements are sought through the partnership.

Advantages:

- a. Minimal legal risks to CYC.
- b. CYC avoids entering into a licensing arrangement in breach the head lease between NHSPS and Nimbuscare.
- c. Prevents any exposure to indemnity liabilities if legal consent issues are not fully resolved.

Disadvantages:

- a. Building works do not take place, delaying the Hub opening beyond the NHSE timeline.
- b. Staff already recruited will not have a base, risking underutilisation and potential HR issues.
- c. Service launch will be compromised.

- d. Reputational risk increases, and funding may be clawed back by NHSE.
- e. Lack of an evidence base as part of the national evaluation will compromise the sustainability of the model longer term
- f. Risk of losing Acomb Garth as a site as Nimbuscare have cleared the proposed areas in anticipation of works starting, reducing their rental income.
- g. Risk of losing partner engagement due to uncertainty.

Recommendation:

This option is not recommended.

Organisational Impact and Implications

- 54. *Financial*, The renovation and licence costs have been factored into the overall financial plan and are affordable within the budget envelope.
- 55. **Human Resources (HR)**, Based on the proposal options under consideration there are no obvious HR implications other than those identified as risks or disadvantages in the options provided. If the employee's service reaches 2 years, they would accrue redundancy payment rights and there may therefore be associated costs that would need to be considered.

56. **Legal**,

a. Commercial Law

The 2-year pilot is funded by a grant from NHSE, as well as NHS Community Mental Health Transformation ("**CMHT**") Funding.

Use of the NHSE and CMHT funding for this pilot will be subject to the terms and conditions attached to said funding. Failure to meet any specific milestones and/or project deliverables attached to either funding, or any misapplication of the funds by CYC will result in the monies being clawed-

back in whole or in part by the NHS/NHSE, or NHS/NHSE suspending and/or withholding payments.

CYC's use of this funding is subject to the Subsidy Control Act 2022. However, Legal Services has already been consulted on this and has concluded that use of this grant funding for the proposed pilot should not be considered a controlled subsidy for the purposes of the act, for the following reasons:

- One of the key criteria that must be present for grant funding to be considered a controlled subsidy under the act is that the financial assistance in question must be given to persons or bodies that constitute an enterprise; this means a person, or group of persons under common control, who are engaged in an economic activity. "Economic activity," for the purposes of the act entails the offering of goods or services on a market, and normally applies to all sectors without differentiation. However, under the act and the applicable statutory guidance, certain activities are treated being not economic activity, and therefore any financial assistance towards these activities will considered a subsidy. In particular, healthcare and social services funded through public resources provided for free at the point of access, such as this pilot, will not be considered economic activities for the purposes of the act. As such, any NHS/NHSE funding for this pilot at Acomb Garth Community Centre should fall outside of the Subsidy Control Act 2022.
- In addition, subsidies under the act must also have, or are capable of having, a genuine adverse effect that is more than incidental on competition or investment in the UK, or international trade or investment. However, as CYC are not engaging in economic activity for the purposes this pilot (see above), this criteria heading under the act is also unlikely to be met in this instance, and as such any NHS/NHSE funding for this pilot at Acomb Garth Community Centre should fall outside of the Subsidy Control Act 2022.
- Further, as long as any rental/licence fee under the LTO, or any other type of lease, licence and/or similar arrangement and the price of the building works at the

property are in line with current market rates, this will also help to mitigate any potential impact under the Subsidy Control Act 2022.

The proposed building works at the property are being commissioned by the freeholder, NHSPS, and so in addition there should be no procurement law implications. However, CYC will need to make sure it is involved in the design and implementation of the works to ensure that funding is not misapplied in breach of the terms of its funding with NHSE/NHSE, and to ensure the proper spending of public money. Proper invoicing and record keeping will be critical in terms of any required monitoring and reporting by NHS/NHSE.

b. **Property Law**

The legal implications in respect of property law have been set out within the body of this report.

57. **Procurement**

- a. This Acomb Garth 24/7 Neighbourhood Mental Health Centre 2-year pilot is being funded by a grant from NHSE, as well as NHS Community Mental Health Transformation ("CMHT") Funding and therefore there is not any Council funding/budget implications. The NHSE Grant funding would be subject to the terms and conditions attached to this grant funding.
- b. This briefing report is seeking approval of the recommendation to sign an Agreement for a a Licence to Occupy, a Licence to Occupy ("LTO") and a relating to the premises at Acomb Garth Medical Centre between the council as the holder of the Pilot funding and the owner of this property NHS Property Services Limited ("NHSPS"). Therefore, in regards to this reports decision recommendation there wouldn't be any Procurement implications and liaison with the council's Legal Property team will ensure consideration of the appropriate lease, licences and commitments to the upkeep of the building are established.
- c. Whilst the Procurement Act 2023 does not include any specific provisions relating to how grants are procured and awarded there are broader principles and provisions that can have implications and be applied for grants. The Procurement Act

- 2023 provides a framework for more efficient and transparent procurement, which can be adapted to the specific needs of grant programs. These principles will help the Council manage grants effectively and ensure that public money is used responsibly.
- d. The building works required for Acomb Garth property where this Pilot will be delivered will be commissioned by NHSPS and Nimbuscare Ltd, through competitive tenders, quotations for these works.
- 58. **Health and Wellbeing,** The development of a new community-based mental health hub at Acomb Garth will provide accessible mental health support to local residents. This will enable more individuals to access mental health support at the early intervention stage, helping to prevent mental health issues from escalating into more severe conditions, and ultimately easing pressure on NHS services. Public Health support the recommendations in this report.
- 59. Environment and Climate action N/A
- 60. **Affordability**, N/A
- 61. **Equalities and Human Rights**, A full Equalities Impact Assessment has been completed and can be found at **Annex F** to the report. This identifies some positive impacts for those with protected characteristics. The mental health hub model will continue to be closely evaluated to measure outcomes and impact and equalities information will be a part of this data collection.
- 62. **Data Protection and Privacy,** The data protection impact assessment ("**DPIAs**") screening questions were completed for the recommendations and options set out 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 DPIA at this time. However, ongoing work with partner organisations continues on DPIAs for the services delivered in Hub(s).
- 63. **Communications**, The communications team supports all the recommendations regarding this decision. In line with our communications plan, we will deliver external targeted communications with partners, alongside internal communications to support awareness and action by staff.
- 64. **Economy**, N/A.

Risks and Mitigations

- 65. The York Mental Health Hub developments are a high-profile Project with significant system engagement across York. Recruitment has started with some staff starting in post from June 2025. Building works are expected to take approximately 6 weeks. Alternative office space can be available for the team within Acomb Garth. The Agreement for Licence to occupy needs to be put in place for CYC to take occupation of the premises when works have been completed. Uncertainty around lease arrangements could delay building works, and subsequently Hub opening.
- 66. The NHSE funded pilot is expected to be delivered within an extremely short timeframe and any delay to licence arrangements could delay delivery of the pilot. This could result in NHSE clawing funding back as well as reputational damage.
- 67. The freehold of the Property is owned by NHSPS. Nimbuscare are a tenant of the Property and their use of the Property is governed by the terms of their lease. The terms of the license with Nimbuscare Ltd for the Hub currently breach some of the terms of their Lease with NHSPS. CYC could therefore become liable to the Nimbuscare Ltd for the costs of any action that the Licensor's landlord takes against the Licensor for breach of lease under the indemnity clause in the Licence. Besides this, CYC may not be able to occupy the Property for the Permitted Use. This risk has been mitigated by seeking written consent from NHSPS that they are happy with the proposed use of the building. See **Annex** D.
- 68. As Nimbuscare will not issue CYC with a lease and licence to underlet (in the usual way), legal colleagues have amended the licence to occupy and asked for NHSPS to provide us with a side letter confirming that they are in agreement with the form of licence to occupy in order to mitigate the risks.
- 69. As these are partnership project implications, the JDB have remained fully sighted on the arrangements and any associated risks. They are in agreement with the approach being taken.

Wards Impacted

70. Direct impact on Holgate, Westfield and Acomb wards, but potential impact on all wards citywide.

Contact details

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

Author

Name:	Kate Helme		
Job Title:	Community Mental Health Programme Manager		
Service Area:	Adult Social Care		
Telephone:			
Report approved:	Yes		
Date:	23.6.25		

Background papers

All relevant background papers must be listed.

A 'background paper' is any document which, in the Chief Officer's opinion, discloses any facts on which the report is based, and which has been relied upon to a material extent in preparing the report. See page 5:3:2 of The Constitution.

Annexes

- Annex A: Original options paper for venue consideration submitted to the Joint Delivery board
- Annex B: Draft Licence to Occupy
- Appendix C: Codesign output
- Annex D: Draft Side Letter in respect of the NHSPS Headlease
- Annex E: Draft Agreement for Licence to Occupy
- Annex F: Equalities Impact Assessment
- Annex G: Plans for Acomb Garth Alterations

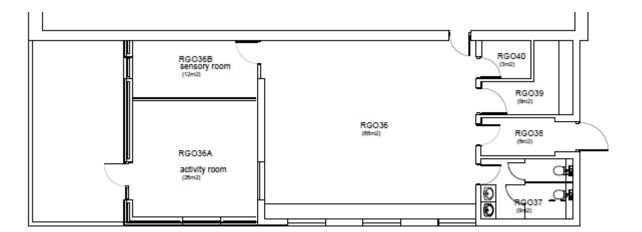


Venue		Space Available	Cost
Acomb Energise Leisure Centre	Separate entrance for Hub only. Open space for group activities and social space. Kitchenette. Toilets. Small outdoor courtyard.		Total: £45,000 per year for 24/7 access (not including security cover if required)
Pros		Cons	
The unit will be dedicated to the hub with no other	r use required	Overnight security or managed acc	-
Separate entrance and key fob access for team Access to a multitude of activities. Linking with other partners on site to enhance support available i.e. physical health activities. Leisure centre partners are keen to work closely with the hub.		Currently not open past 10pm on an evening Will require conversations with partnering organisations on site (schools & leisure centre) to clarify arrangements for hub are permitted	
Kitchen space, toilets and private small outdoor sp		Potentially not enough space for the team - I-I space or group sessions.	
Flexibility around the lease agreement		Potential risk of sharing grounds with school children and vulnerable individuals	
Community space already has a large foot fall of people accessing the area		Requires furnishings	
Very accessible by foot, car and public transport		Significant noise from surrounding schools during transition periods, start and end of day	
CCTV accessible on request for the building and surround areas		Outside space is very limited	
Low cost		Parents of York High students will have less anonymity	
Little refurbishment required			
Close proximity to GP surgery			
Café accessible in main leisure centre (daytime)			
Currently vacant and ready to use			
Flexibility over opening times over a 24/7 period			
Close to Hob Moor Children's Centre, 15-minute walk to Acomb			
Front Street.			

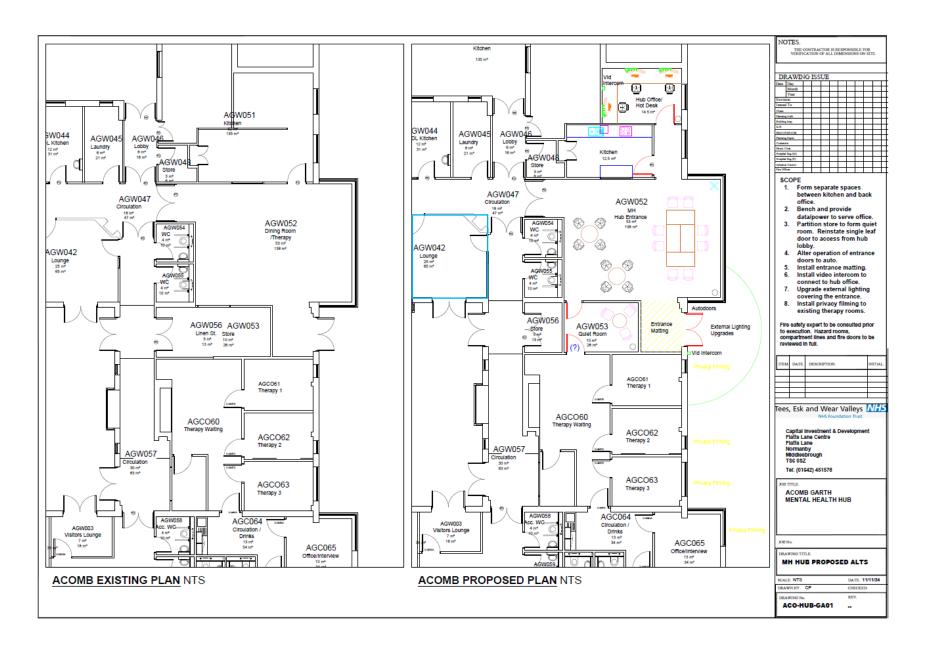


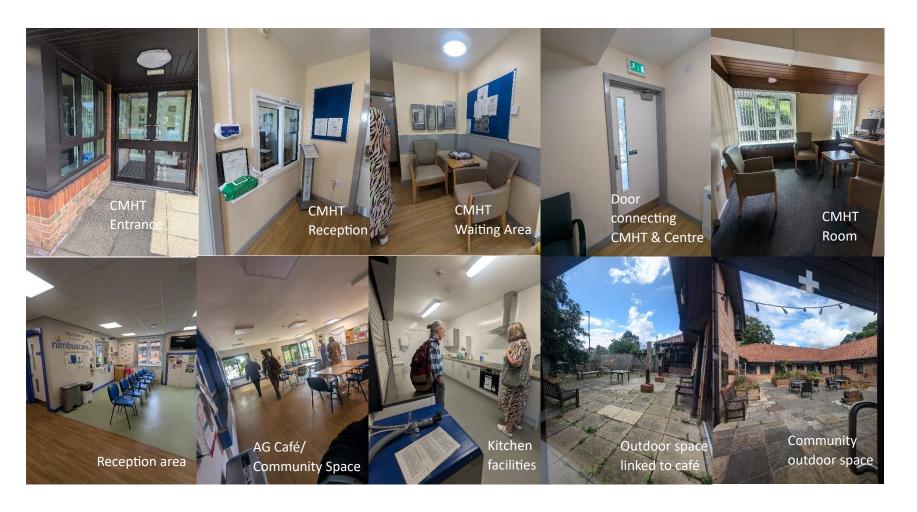


24/7 Neighbourhood Centre – Venue Options Nov 24



Venue	Space Available	•	Cost	
Acomb Garth	Shared community café Team office space Outside community space com I-I room Room for group sess	e munity centre	Access to cafe, kitchenette, prep room, toilets x2, entrance from the car park, access to outdoor areas, corridor access to TEWV existing facilities, cleaning, reception, facilities management - £45k Additional group room - £30k a year extra (Available for April 25) Total: £75k per year	
	Pros		Cons	
Sole access to the café space		Currently does n	not open past 10pm on an evening/overnight	
Integrated within a primary car	re offer and CMHT	•	for additional I-I rooms and cost associated	
	ops taking place in the building -	The space is very clinical, unsure about scope to change		
Brain health café, pop up reco	very café etc.			
Kitchen space and access to toilets		Structural changes required to achieve maximum potential for the space		
Very accessible by foot, car and public transport		Café currently not in use as catering service but accessible for self-serve refreshments		
Community space already has a large foot fall of people accessing the surrounding area		Rent will be significantly over budget		
Central to the community		Current groups using the café space may need to find alternative venues		
No refurbishment required		Timescales for building works to start and period it takes to complete		
Separate entrance to the rest of the building		Requires furnishings		
Potential flexibility to use space across the building with partners		Negative connotations associated with the building for some hub users		
Various outdoor spaces				
Limited parking but free parking available (short walk)				
Close to Acomb high-street and other community venues				
(Acomb Explore, Gateway Centre, Acomb Methodist Church, Acomb Sports Club)				





LICENCE TO OCCUPY DRAFT

THIS LICENCE is dated

PARTIES

- (1) Nimbuscare Ltd (company registration number 09604277) whose registered office is at 2 Oak Rise, York, England, YO24 4LJ ("Licensor")
- (2) The Council of the City of York of West Offices, Station Rise, York, YO1 6GA ("Licensee")

Relating To

The Mental Health Hub at Acomb Garth Community Care Centre

AGREED TERMS

1. **Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement:
 - **Building:** All land and buildings known as Acomb Garth Community Care Centre, 2 Oak Rise, Acomb, York YO24 4LJ.
 - Lease: a lease dated 1 July 2022 between NHS Property Services Limited and Nimbuscare Limited registered at HM Land Registry with title number NYK496856 and all documents supplemental to it.
 - Licence Fee Commencement Date:
 - Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;
 - **Property:** The part of the Building known as the mental health hub shown edged red on the attached plan (comprising 130m2) which shall include all fixtures and fittings and plant and machinery therein.
 - **Permitted Hours:** The Licensee is permitted 24 hour access to the Property 7 days a week.
 - Licence Fee: The amount of £75,000 (exclusive of VAT) per annum
 - **Permitted Use:** Healthcare and clinical services within Use Class E(e) of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted

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provided that the use of any part of the Property as a retail and/or dispensing pharmacy shall be prohibited.

- **Licence Period**: the period from and including {•} 2025 until this licence is terminated in accordance with clause 5.
- Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is reasonably required for obtaining access to and egress from the Property and other parts of the Building which the Licensee has the right to access under the terms of this licence.
- Plan 1: the Plan attached to this licence marked "Plan 1".
- Plan 2: the Plan attached to this licence marked "Plan 2".
- Plan 3: the Plan attached to this licence marked "Plan 3".
- **Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
- **Superior Landlord:** the landlord under the Lease.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless expressly otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to "writing" or "written" excludes fax and email.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

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- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A "working day" is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

- 2.1 Subject to clause 3 and clause 4 of this licence, the Licensor permits the Licensee to:
 - 2.1.1 occupy the Property for the Permitted Use for the Licence Period during the Permitted Hours; and
 - 2.1.2 access and use the Common Parts as reasonably required for the Permitted Use

in common with the Licensor and all others authorised by the Licensor (so far as not inconsistent with the rights given to the Licensee) to use the Property for the Permitted Use together with the rights mentioned in this licence.

2.2 No Landlord-Tenant Relationship:

The Licensee acknowledges and agrees that:

- 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- 2.2.3 the licence to occupy granted by this agreement is not personal to the Licensee and the Licensee may share occupation of the Property with Tees Esk and Wear Valleys NHS Foundation Trust, York Mind, York Carers Centre and any other GPs, private organisations and associated health personnel who are supporting the Licensee in delivering services at the Property ("Licensee's Partners") and the rights given by this clause 2 can be exercised by the Licensee, its employees and the Licensee's Partners;

2.3 Hosting and Regulated Activities:

Hosting occurs when one provider makes facilities available to another provider to enable it to carry on a regulated activity. In some cases, this may also include support staff such as reception, catering, and housekeeping.

- 2.3.1 The provider (Licensee) carrying on the regulated activity must register as a provider. The host (Licensor) is not required to register for the regulated activity.
- 2.3.2 The Licensor may request assurance on the Licensee's regulated activity in form a due diligence checklist

CQC regulated activities will not be carried out under the Licensor's CQC's regulation. The Licensee is solely responsible for ensuring that all activities carried out under this Licence comply with applicable Care Quality Commission (CQC) regulations. The Licensee must provide the Licensor with evidence of its CQC registration and compliance upon request. Any failure by the Licensee to maintain proper registration, or any investigation by CQC related to non-compliance, must be reported to the Licensor within 7 days of the Licensee becoming aware of such issue. The Licensor reserves the right to terminate this Licence immediately if the Licensee's non-compliance with CQC regulations presents a risk to the Licensor or the wider operation of the premises.

3. Licensee's Responsibilities

- 3.1 The Licensee agrees and undertakes to pay to the Licensor the Licence Fee payable without any deduction in advance on the each quarter date (1 January, 1 April, 1 July and 1 October) and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the quarter following such date to be made on the date of this licence together with such VAT as may be chargeable on the licence fee.
- 3.2 The Licence Fee is inclusive of all outgoings, insurance, utilities, telecommunications, data and other services and utilities in respect of the Property (including for the avoidance of doubt any services provided by the Licensor and/or the Superior Landlord).

3.3 Use and Maintenance

- 3.3.1 To keep the Property in a clean and, tidy condition and clear of rubbish.
- 3.3.2 To use the Property solely for the Permitted Use.
- 3.3.3 To comply with all relevant laws, regulations, and professional standards applicable to the Permitted Use.
- 3.3.4 Report any damage or faults in the Property, or Common Parts or Building to the Licensor as soon as reasonably practicable.

3.4 Prohibited Activities

3.4.1 Not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to other tenants or occupiers of the Building or any owner or occupier of neighbouring property.

- 3.4.2 Not to cause or permit to be caused any damage to:
 - 3.4.2.1 the Property, Building or any neighbouring property; or
 - 3.4.2.2 any property of the owners or occupiers of the Property, Building or any neighbouring property.
- 3.4.3 Not obstruct the Common Parts make them dirty, untidy or leave any rubbish on them.
- 3.4.4 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time.
- 3.5 Not apply for planning permission or other consents related to the Property.
- 3.6 The Licensee must ensure that all equipment provided is used in accordance with manufacturer's instructions and any fault / damage /injury incurred as a consequence of misuse or deliberate destruction will not be the responsibility or liability of the Licensor.
- 3.7 All equipment faults must be reported to building management as soon as reasonably practicable.
- 3.8 Insurance and Liability
 - 3.8.1 The Licensee must obtain and maintain at all times appropriate insurance for the Licensee's contents, professional indemnity, and third-party liability. The Licensee shall provide the Licensor with a valid certificate of insurance upon commencement of this Licence and thereafter on an annual basis, or upon request by the Licensor (but not more than once a year).
 - 3.8.2 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 3.8.2.1 this licence;
 - 3.8.2.2 any breach of the Licensee's undertakings contained in this Licence; and/or
 - 3.8.2.3 the exercise of any rights given in this Licence
 - provided that this indemnity shall not cover the Licensor to the extent that such loss, claim, demand, action, proceedings, damage, cost, expense or liability under it results from the Licensor's act, omission or default [(or the act, omission or default of anyone else in the Building)].]..
 - 3.8.3 Not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease.

3.8.4 To observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee in writing from time to time governing the Licensee's use of the Property and the Common Parts.

3.9 Security and Confidentiality

- 3.9.1 Ensure all keys or access devices are safeguarded and promptly report any loss.
- 3.9.2 All keys/key fobs giving access to the Building must be kept safe and not distributed to anyone who is not an employee of the Licensee or one of the Licensee's Partners. The Licensee will be responsible for any costs to the Licensor arising from misuse, loss or theft. The Licensee is not permitted to produce new key copies.
- 3.9.3 Comply with the Licensor's confidentiality agreements, fire safety, and health and safety policies which are provided to the Licensee in writing.

4. Licensor's Rights and Responsibilities

- 4.1 Subject to clause 4.1.1, the Licensor is not liable for:
 - 4.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
 - damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
 - 4.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 4.2 Nothing in clause 4.1 shall limit or exclude the Licensor's liability for:
 - 4.2.1 death or personal injury or damage to property caused by an act, omission or default on the part of the Licensor or its employees or agents; or
 - 4.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

5. Termination

- 5.1 This Licence shall terminate on the earliest of:
 - 5.1.1 [Insert the day before the fourth anniversary of the licence date]; and

- 5.1.2 the expiry of not less than [3 months'] written notice operable on or after 31 March 2027 by the licensee to the licensor;
- 5.1.3 on the expiry of any notice given by the Licensor to the Licensee at any time on material breach of any licensee's obligations of this Licence notified and not remedied within one calendar month; and
- 5.1.4 the termination of the Lease however it may end.
- 5.2 If the Licensee ceases to use the Property for two consecutive months, abandonment will be presumed and either party may then terminate this Licence immediately.
- 5.3 Upon termination (however it may end) of the Licence, the Licensee must vacate the Property, leaving it in a clean and tidy condition, and remove the Licensee's furniture, equipment and goods from the Property.
- 5.5 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligations under this licence which existed at or before the date of termination.

6. General Provisions

- 6.1 Notices:
 - 6.1.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service to the relevant party as follows:
 - 6.1.1.1 to the Licensor at: 2 Oak Rise, York, England, YO24 4LJ and marked for the attention of the Director of Commercial and Business Development }; and
 - 6.1.1.2 to the Licensee at: West Offices, Station Rise, York YO1 6GA and marked for the attention of Director of Adults Safeguarding,

or as otherwise specified by the relevant party by notice in writing to each other party.

- 6.1.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:
 - 6.1.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
 - 6.1.2.2 if sent by pre paid first class post or other next working day delivery service, at 9.00am on the second working day after posting.
- 6.1.3 A notice or other communication given under this licence shall not be validly given if sent by email.

6.1.4 This clause 6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.2 Entire Agreement:

This Licence constitutes the entire agreement between the parties and supersedes any prior discussions or arrangements.

6.3 Governing Law and Jurisdiction:

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non contractual disputes or claims).

6.4 Rights of Third Parties:

No third party shall have any rights to enforce the terms of this Licence under the Contracts (Rights of Third Parties) Act 1999.

- 6.5 No Warranties for use or Condition:
 - 6.5.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
 - 6.5.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in this licence.
 - 6.5.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.5.1 or clause 6.5.2.
 - 6.5.4 Nothing in this clause 6 shall limit or exclude any liability for fraud.
- 7. Exclusion of Section s 24 to 28 of the LTA 1954
- 7.1 The parties:
 - 7.1.1 confirm that:
 - 7.1.1.1 the Licensor served a notice on the Licensee, as required by section 38A(3)(a) of the LTA 1954, applying to the occupation created by this licence, not less than 14 days before this licence was entered into;

- 7.1.1.2 who was duly authorised by the Licensee to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954;
- 7.1.2 agree that the provisions of section s 24 to 28 of the LTA 1954 are excluded in relation to the occupation created by this Licence.

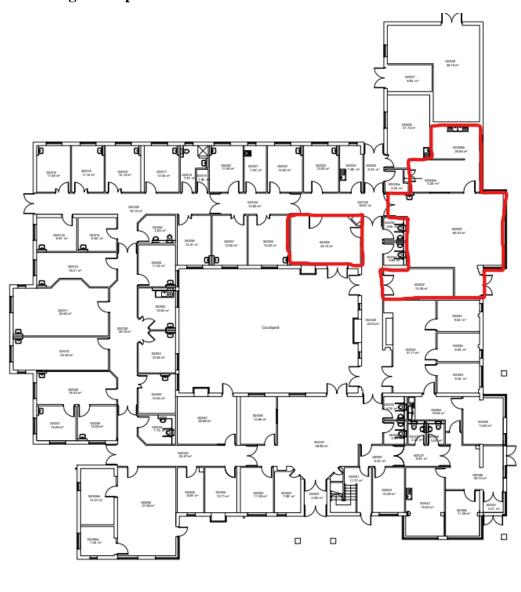


Schedule 1 Rights Granted to Licensee

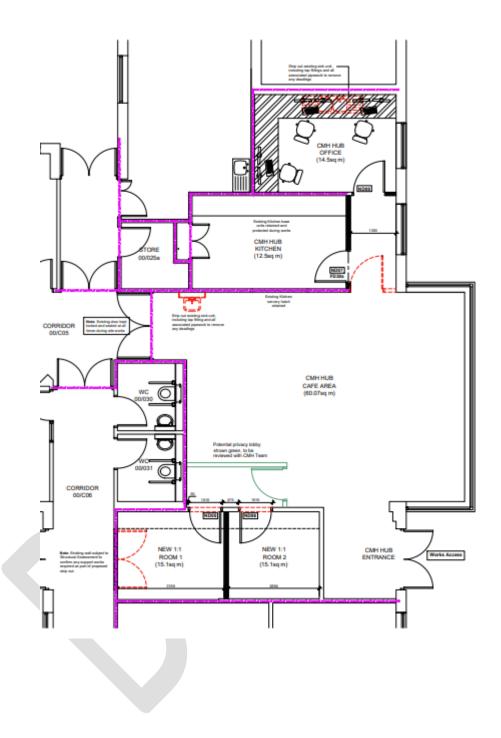
- 1. The right for the Licensee during the Permitted Hours:
- 1.1 To use such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be reasonably designated by the Licensor for such purpose;
- 1.2 To use the Service Media serving the Property.
- 1.3 To use the washrooms, accessible washrooms, courtyard, lavatories, and kitchens within the Building as reasonably designated by the Licensor (from time to time) as joint facilities for use by the occupiers of the Building.
- 1.4 To park private, pool and hire motor vehicles within the car park (if any) subject to availability of space and subject to any car parking charges which the Licensor may seek to impose on the car park from time to time in accordance with its parking policies which apply from time to time. Licensee's employees and Licensee's Partners are required to park in staff parking zone as marked out with white lining. For the avoidance of doubt consideration is given to patients of the Building receiving priority parking over Licensee's usage. The electricity charging points cannot be used by the Licensee.
- 1.5 To use those areas provided by the Licensor and designated from time to time for the use of the Licensee for the disposal of rubbish provided that the Licensee shall comply with any reasonable requirements or regulations of the Licensor in this regard.

NIMBUSCARE LTI Zulf Ali, a director i	D acting by	Director
Witness Signature:		
Witness Name:		
Witness Address:		
Witness Occupation:		
Executed as a Deed by	affixing The Common Seal of	
The Council of the Cit	y of York in the presence of:	
	for Director of Governance	
Print Name:		

Plan 1 – Designated space



Acomb Garth room ID	CAD plan room ID
Frailty Hub	00/059
Storeroom	00/032
Community Café	00/029
Café kitchenette	00/026b





Co-design Report

24/7 Community Mental Health Hub













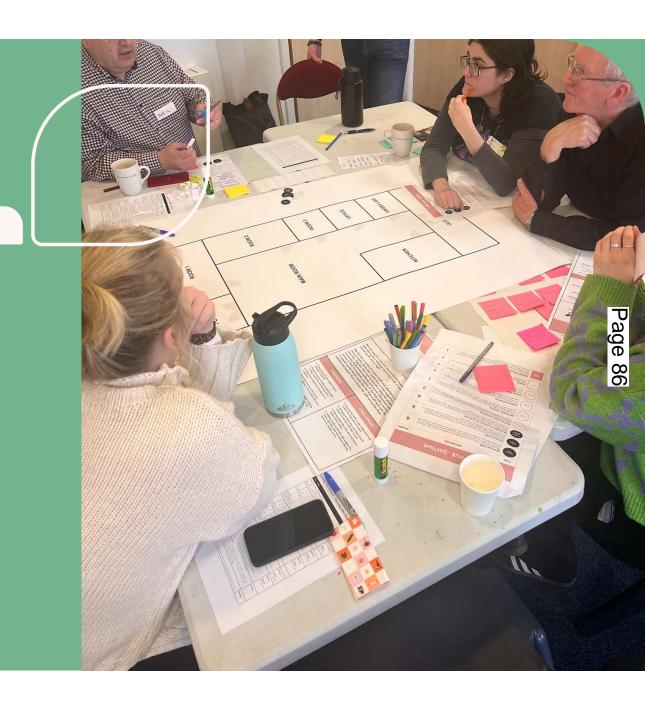








Executive Summary



Our vision for the 24/7 Hub is a welcoming, calm and safe space for anyone in Acomb, Westfield and Holgate in need of support for their mental health.

A skilled, compassionate and connected workforce are available 24/7 to offer integrated clinical and community based services. Support is strengths-based and person-led with an emphasis on connecting people to their community; strengthening their existing care network; and helping people to build and utilise positive coping strategies through peer support, group work and carers support. Everyone receives a warm welcome on arrival and there are comfortable places to sit, private spaces and access to refreshments and outdoor space. The Hub is a nurturing, supportive and fun place within the community where people feel they belong and are welcome in good times as well as bad.

Project Overview	A summary of the Hub programme; what we set out to achieve in the co design of the 24/7 Hub and our process.		
The Workshops	A detailed breakdown of each of our 5 codesign workshops including our key aims, activities and outcomes.	>	
The Outputs	 A summary of our 24/7 Hub model 6 key principles to underpin the design and operation of the 24/7 Hub 8 characteristics to inform the design of the physical space Our vision for the physical space and how people will interact with it The outcomes we hope to achieve for the Hub's users 3 storyboards showing how a new user, regular user and user in distress might experience the Hub An outline of how the Hub will collaborate with the community 	>	rage 88
Next Steps	Innovation Unit's recommended next steps, mapped against our key insights		
Many Thanks	Acknowledgement of everyone that made this work possible	>	
Appendix	 A map of desirable features and functions of the Hub 4 Personas, including safety seeking and crisis scenarios 	>	

Project Overview



York is one of six Pilot sites that NHS England has funded to provide 24/7 mental health support in the community.

NHS England's vision for this 24/7 support is ambitious and aligned to the York Mental Health Partnership's vision for York. A city where:

- We all feel valued by our community, connected to it and can help shape it.
- We are enabled to help ourselves and others, build on our strengths, and can access support with confidence.
- We are proud to have a Mental Health Service that is build around our lives, listens to us, is flexible and responds to all our needs.



York's 3 Hubs

The 24/7 Hub is part of a wider vision to develop 3 Mental Health Hubs across the city of York.

Hub 1 - 30 Clarence Street

The first Hub is in the early stages of development at 30 Clarence Street, covering the North of the City. This is a daytime offer only. A codesign process was undertaken to develop the core principles, values and practice which underpin 30 Clarence St.

Hub 2 - 24/7 Hub

The second Hub will be located in Acomb Garth covering Acomb, Westfield and Holgate. This Hub will be 24/7 as additional funding has been secured as part of the national pilot. This report covers the co-design process for Hub 2.

Hub 3 - Future Hub

The third hub will be in the South/East of the City and will be a daytime offer only. Development of this Hub has not started.

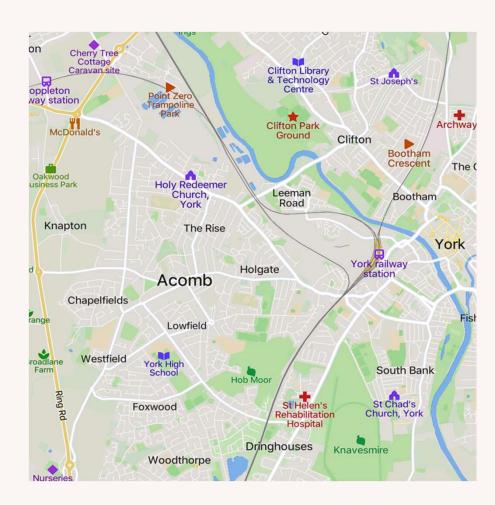


The 24/7 Mental Health Hub will serve the community of Acomb, Holgate and Westfield.

The area has a population of around 30,000. It has the highest levels of deprivation in the city, experiencing both health inequalities and social challenges.

The 24/7 Hub will offer support to those with a mental health need, including enhancing the provision for individuals who are already receiving a service or support in the community. Acomb, Holgate and Westfield are rich in community assets and provision, which the Hub will connect and collaborate with.

It is envisaged that the Hub will have a measurable impact on both physical & mental health outcomes.



The Brief

In September, System Leaders from across York met to set the brief for the Codesign process. It was agreed that the Codesign process would focus on the following questions:

What is the 24/7 Hub?

Including a shared vision, principles and values, support offers and desired outcomes for people.

How does it feel?

Including the user journeys, with attention to how the physical space promotes a sense of safety.

How does it work?

Including examples of how core value might be delivered with different levels of staff and access.

It was acknowledged that some questions about the 24/7 Hub fall out of the scope of the codesign process and need to be addressed by the system. These questions included topics such as comms, longer-term funding and how the Hub sits alongside other offers in the system.

What is Codesign?

Co-design describes active collaboration between stakeholders in designing solutions to a challenge, using the principles of service design to innovate and jointly develop a product or service.

Co-design brings together lived experience and professional experience to learn from each other and make things better - by design.

The 4 core principles of codesign can be summarised as follows - share power; prioritise relationships; provide multiple, accessible ways to take part; and share skills. We took time in our first workshop to consider these principles and articulate how we wanted them to apply to us.

Our guiding principles

- Work collaboratively together
- Listen to each other
- Ensure that everyone can contribute
- Make sure people have time and space to think
- Agree to disagree and challenge each other constructively
- Ask questions, stay curious and be open to new ideas
- Respect differences without judgement
- Create opportunities for everyone to build relationships
- Be ourselves
- Have fun

The People

The Codesign Group comprised of people with lived experience, community links and practitioners who live and work in York.

The group included:

- People with lived experience of mental health services in York,
- Residents of Acomb, Holgate and Westfield,
- Representation from key organisations working in the community mental health system including TEVW (Acomb CMHT, Crisis, First Contact Mental Health, MHSOP, 30 Clarence St), York Mind (including peer support at 30 Clarence St), York Carers, City of York Council (Local Area Coordinators, Mental Health Social Workers, Community Involvement Officer), North Yorkshire Police, York CVS, York in Recovery, Menfulness, Foxwood Community Centre.



The Workshops



The Process

The Codesign process involved 5 workshops over 3 months.

In the first Codesign Workshop the group came together to learn about the context, develop a shared vision and create a group agreement. We agreed to work collaboratively together, ensuring that everyone had time and space to think and contribute, ask questions, stay curious and have fun.

We held 4 workshops to design the 24/7 Hub for York.

The final workshop was an opportunity to share back the work of the Codesign group with System Leaders and representatives from across York, celebrating the hard work, creativity and thoughtfulness of the group.



Overview

WORKSHOP 1

Oct 8th Kick off

- Create a codesign group agreement
- 2. Establish a shared vision for the Hub
- 3. Agree principles& values

WORKSHOP 2

Oct 22nd Hub offer

- The support offers the Hub will provide
- 2. The service principles
- 3. The desired outcomes for people

WORKSHOP 3

Nov 14th Hub feel

-

- 1. How we make people feel safe?
- 2. How we use the physical space?
- 3. How we support people in immediate need?

WORKSHOP 4

Nov 28th Hub function

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- Bringing to life the insights
- 2. Experimenting with different models (including different levels of access and staffing)

WORKSHOP 5

Dec 19th Share back

Bring together a wide group of stakeholders to:

- Share the work of the co-design group
- 2. Think about next steps

October 8th - Co-design kick off

Workshop 1 focussed on laying a secure foundation for the codesign process and establishing good working relationships.

This included, a thorough introduction to the project scope; space to reflect on our hopes for the project; agreeing a code of conduct to guide our time together and working together to articulate a guiding vision for the 24/7 hub.

Activities

- Introductory presentation and Q&A
- Exploring the 4 Principles of Codesign and how we want them to apply to our working
- Defining our vision for the Hub by reflecting on the strengths and weaknesses of existing 24/7 spaces and mental health services

A&E



McDonald's



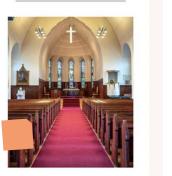
Social media



Friend's house



Faith Centre



Samaritans



October 22nd - What is the 24/7 Hub?

Workshop 2 focussed on how we want the 24/7 Hub to support people with their mental health.

We introduced 4 personas and used adapted system design tools to explore the outcomes we might want for them and the types of interventions and approaches needed to make them a reality.

Activities

- Using the co-design team's experience to enrich our understanding of the personas
- Describing the change we'd like to see in 2 years time what do they feel, have, do, need?
- Ideating around the kinds of support, both formal and informal that might help our users
- Breaking these down into support requirements for both the day and night offer.





November 14th - How does the Hub feel?

Workshop 3 explored how the Hub might meet the needs of its users when they are in distress.

We thought about how both the physical space and the services within might promote a sense of safety for people and staff, and help users presenting to the Hub in a state of immediate need. We also explored how we might remove barriers to access and inclusion.

Activities

- Explored what a state of immediate need would look like for our personas and identified key principles for support
- Created storyboards showing how the Hub might help our persona's to feel safe
- Identified the challenges and adaptations needed to hold these scenarios in one space

Paul presents with immediate need

Paul attends the centre after disagreement at home with h very upset and tells you that think he go home and live wi anymore.

While you are talking you rec is responding to people or th can't see. Mid way through hi is seen to be shouting 'shut u me alone' and pointing threa the room at an empty chair.



Safety in the Hub - Paul

Paul has been in the centre pacing and talking to himself. Every now and then he stops and shouts loudly 'F off and leave me alone' he is also yelling threats 'i'll kill you'.

A couple of other people in the centre have come to tell you that they are frightened and worry what Paul might do next. When you go to spark to Paul you realise he smells very strongly of alcohol.



November 14th - How does the Hub work?

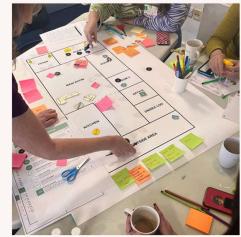
Workshop 4 explored how the physical space might cater for multiple activities and user needs.

We broke into teams and focussed on three different models for the Hub:

- 1. An open access Hub focussed on prevention
- 2. A referral based Hub focussed on intervention
- 3. An open access Hub balancing prevention and intervention

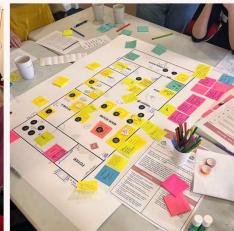
Activities

- Each team worked to map out how their model might work at peak hours using a set number of staff and users, first in the daytime, then at night
- They then described the physical attributes the Hub would need to support this activity, including furniture, equipment, layout, decoration









November 14th - Show and tell

Workshop 5 brought key stakeholders together to see our work and think about next steps.

We presented our work over 6 stations including, key principles, a map of the Hub in action, 3 users stories and a description of how the Hub would connect and collaborate with other services in the area. Our Lived Experience Experts were on hand to present the work and answer any questions.

Activities

- Introduction to the project and a break down of the codesign process
- Guests toured around the 6 stations, capturing their thoughts as HOW, WOW or NOW statements
- Coming together to capture our takeaways and actions going forward

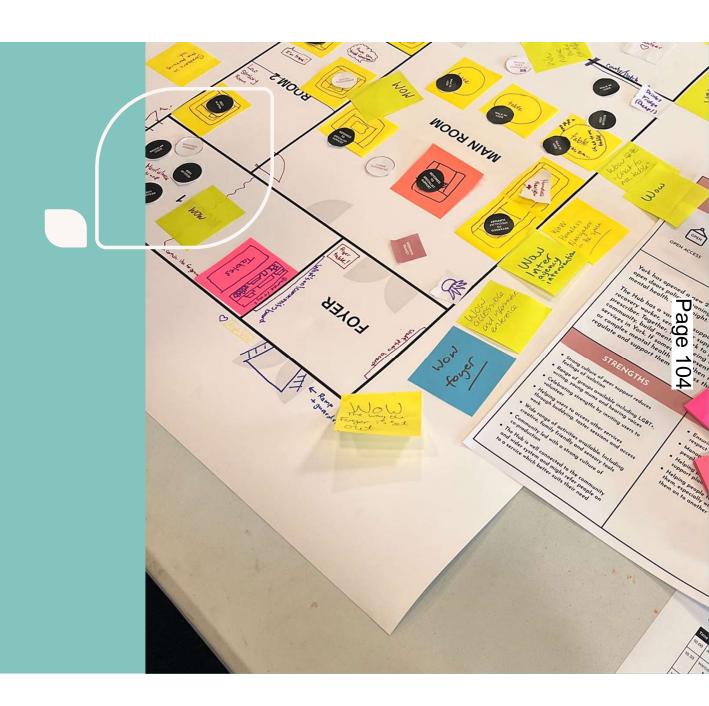








The Outputs



Model summary

Daytime offer: 8am-8pm

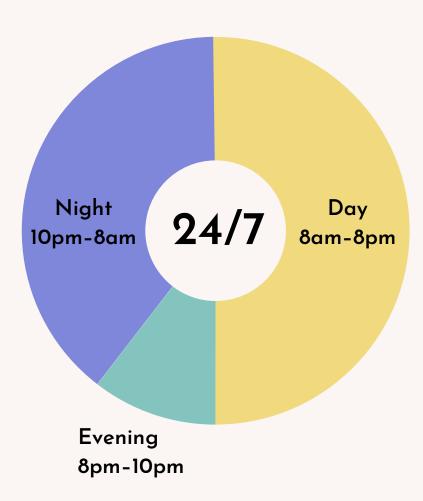
Full, multi-agency team providing appointments, cafe, groups and activities e.g. craft group, sessions to learn about mental health and wellbeing, welcoming conversations, peer support meetings

Evening offer: 8pm-10pm

Reduced team providing on hand to support people, plus community organisations hosting activities in the space. These include both social and support groups e.g. curry club, movie night, hearing voices peer group

Night time offer: 10pm-8am

Reduced team providing a quiet space with drinks and snacks available. Staff able to support with regulating emotions and facilitating activities e.g. craft supplies, board games



Key Principles

6 values to underpin the design and operation of the 24/7 Hub





Key Principle Inclusion

The Hub staff and building are equipped to meet people's accessibility needs, this includes a variety of refreshments to meet dietary requirements, accessible toilets, a quiet room for people with sensory needs, translation services and access to support through a variety of communication channels.

People's personal characteristics have no negative impact on how staff support them and staff are accommodating and attentive to people's preferences.



Key Principle Choice

Support is flexible and led by people's choices. For example, choice of room/environment, support staff, and communication channel.

People are given information on the support available at the Hub, as well as through other services and can choose when and how to involve others (e.g. loved ones, community and statutory services).

The Hub is open 24/7 and activities such as groups run in to the evenings and on weekends to accommodate those working or unable to access the Hub in the day.



Key Principle Understanding

Staff are non-judgemental and do not make assumptions about people, they ask open questions and invite conversations around what a person needs and wants from the Hub. For example, they do not assume that somebody struggling with their mental health is an unsuitable parent, and instead work to support that person to access the support they and their family want and need.

Staff are skilled, considerate and attentive, ensuring people feel their needs are met in a way which is responsive, calm and timely.



Key Principle **Equality**

Staff treat individuals as whole people not patients, understanding people's needs and choices beyond a diagnosis or label.

There are a range of groups available at the Hub (e.g. hearing voices, parents group, LGBT+ group and bereavement group) so that everyone can find a space to be themselves and find community.

Everyone who uses or visits the Hub must uphold the Hub's values to ensure the Hub is a safe and fair space that promotes the wellbeing of all.



Key Principle Strength

All staff work in a person-centred, strengths-based way. This means staff are able to support people to reflect on what has worked for them in the past and co-create plans for support that build on their skills and lived experience.

Staff work alongside people and are able to remind them of how far they've come and celebrate their gifts.

There is a strong culture of coproduction to ensure the Hub best meets the needs of people. People are supported to volunteer and share their skills at the Hub in a way that works for them.



Key Principle Community

The Hub has strong relationships with the community and other services. The Hub plays host to other services e.g. by acting as a space for Hub users to meet their external support workers or hosting sample sessions for other services.

Hub staff also work outside of the Hub building to support people out in the community. Staff work to strengthen user's networks of support, helping them to find community both in and outside the Hub. Support and sessions to learn about mental health and wellbeing are available for Hub user's carers.

Physical Space

8 characteristics to inform the design of the physical space



Physical Space

In order to achieve our vision for the Hub, the physical space must/could have the following characteristics



MUST

- Be accessible by car, bus, bike and foot
- Ensure a safe arrival and departure
- Offer free car parking close by including disabled parking

COULD

- Online map and travel instructions
- Be a well publicised location for taxis
- Be on direct bus routes from York city centre
- Have bike racks
- Have a staff car to drive people e.g. home, to A&E



MUST

- Be warm & inviting
- Be neurodivergent friendly
- Have calming colour palettes
- Be well maintained
- Be free from common triggers

COULD

- Have live plants & natural materials
- Have community art work on the walls



Physical Space Space

MUST

- Include a mixture of spaces for a variety of activities (1:1, group activities, outdoor area)
- Have multipurpose rooms and furniture
- Be warm and easy to heat

COULD

- Be a space to gather people to celebrate
- Have room to have multiple groups and activities taking place at once
- Have temporary partitions to change room sizes



Physical Space Accessibility

MUST

- Be easy to use for those whose first language is not English
- Be assessed and advised for visual and hearing impairment, disabilities & neurodivergence
- Accessible / disabled / unisex toilets
- Be equipped with accessibility adjustments including: ramps, brail, wide doors, hearing loop, minimal echo, clear contrast for visual impairment, BSL provision
- Be actively welcoming to all communities in the West of York and inclusive to all those with protected characteristics



MUST

- Be easy to find while also protecting the privacy of users as they come and go
- Be in a central community location
- Be well lit outside
- Be respectful of people's privacy



MUST

- Have comfortable seating
- Have facilities for making drinks/snacks
- Have outdoor/garden space
- Have facilities for preparing a meal
- Have games, puzzles and computers

COULD

- Have a large screen/projector
- Have creative supplies e.g. craft
- Have regulation tools e.g. fidget toys, weighted blankets
- Have gaming consoles



Physical Space Safety

MUST

- Have a co produced approach to maintaining a sense of safety
- Have good lines of sight to allow for monitoring of safe behaviours
- Have clear information including guidelines for behaviour; and clarity around the Hub offer
- Be fire safe and first aid ready
- Have a specific space/role for welcoming

COULD

- Have security, alarms or CCTV
- Have lockable rooms and storage



Physical Space **History**

MUST

- Be a positive, well-known community building
- Have a neutral history which doesn't trigger negative memories for people

COULD

 Be a space not associated with clinical/medical or social services

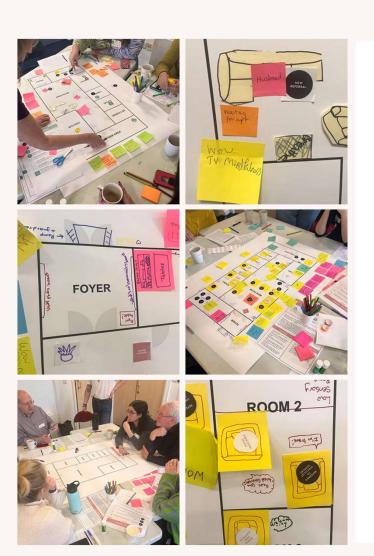
Mapping

During workshop 4, the codesign group worked in teams to map their vision for the physical layout of the Hub and how different numbers of users, staff, volunteers and visitors would interact with the space and each other.

The following pages contain a breakdown of the key and recurring insights as they relate to:

- Furniture + Features
- Principles + Policy
- Actions + Activities

These maps have been synthesised into one master map which can be viewed in the appendix of this document.





Furniture + Features

Each group prioritised **a positive arrival**. This included a well lit entrance way; clear signage inside and out, including a display in the entrance explaining what the hub is, what's on offer that day and who the team are.

There was also a strong focus on the communal space, with each group including **comfortable spaces to sit**. Each group created a multipurpose space with space to be social or sit quietly, and a variety of drinks, snacks and activities available. The groups also emphasised the importance of a **designated quiet room** and outdoor space.

Every design provided users with **easy access to resources**, including a community library; tools to help with regulation; craft supplies; a computer; and toiletries and period products in the toilet.





Principles + Policy

Each group was keen to ensure a sense of safety in the Hub for staff, volunteers, users and visitors. They agreed that key to this would be establishing a code of conduct to be displayed in the entrance and around the Hub. This should be co produced and regularly reviewed in order to stay relevant.

The groups identified that in order to create a warm and welcoming space, the hub will need to be **well staffed**. With members of staff having enough time in their schedules to "float" around the Hub, providing informal support and investing in relationships.

They also recognised the opportunity to build capacity in the Hub by providing users with opportunities to volunteer, take part in coproduction, and fundraising.

Practical examples:

- Admin to support staff to coordinate activities and use of space allowing staff to spend more time "floating"
- Community groups using the space make it feel active and vibrant
- Support to upskill users to become volunteers e.g. food hygiene for cafe volunteers, gardening club
- Opportunities to raise money for the Hub e.g. a sponsored walk
- Quiet space always available
- Hub values poster in the entryway and around the Hub

Actions + Activities

In addition to the timely provision of group and 1:1 mental health support, the teams all identified the importance of the following:

- The ability to utilise spaces in the community when needed and improve access to community activities e.g. going for a walk with your support worker or meeting a group of hub users at a yoga class
- The option for VCSE services to come into the space to run activities
- Opportunities to combat loneliness and isolation through social activities e.g. film night, craft groups, LGBT+ groups
- Specialist support drop ins e.g. legal and admin support, opportunity for friends/ family to receive support, low stimulation sessions for those with sensory needs

Practical examples:

- 1:1 support this may involve contacting loved ones, linking in to crisis support or making a plan for the morning
- Outdoor space used for community gardening
- Opportunities to eat together e.g.
 curry club, potluck, coffee mornings
- Groups focussed on psychoeducation,
 e.g. mindfulness, conflict resolution and
 symptom management
- Skills based classes e.g. cooking, parenting, craft
- Activities such as board games, puzzles, TV and craft supplies

User Outcomes

The outcomes we hope to achieve for the Hub's users



User Outcomes

Our aim for the Hub is that the following user outcomes would be achieved and sustained

People feel:

- Accepted
- A sense of belonging
- Listened to
- More hopeful
- Less isolated

People are:

- Engaging with meaningful activity e.g. work, training, volunteering or hobbies
- Connected with their community
- Connected with family and/or friends
- Developing their wellbeing and resilience

People have:

- Knowledge of their mental health and ability to support themselves
- Independence, choices and opportunities
- Supportive communities
- A safe place to be

People have ongoing access to:

- Services on offer in York
- Mental Health support
- Carers support
- Safety plans
- Opportunities to continue to develop and give back to the Hub community

User Stories

3 storyboards showing how a new user, regular user and user in distress might experience the Hub



User Story 1

New User

Grace is 18 and lives in Holgate. She's studying A-Level Music and has a unique style and flair. She's looking toward the future.

Grace lives with her gran and cat Bubbles. Her grandmother is very supportive emotionally and financially and she sees her Mum occasionally.

Grace keeps herself on a strict diet and exercise regime and stretches everyday, she dislikes her body calling it her 'skin bag' and sometimes cuts herself when she's feeling overwhelmed.

Grace has had some help in the past from a CAMHs psychologist, she is worried as they say they can't refer her back there a she is too old.



Grace's Story

New user coming to the hub for the first time.

Zoom in to view.







When Grace arrives at the Hub she is greeted by Kelly, who has been keeping an eye out for her. Kelly shows her around the hub and talks her through the welcome posters which include a menu of the kinds of support available, the Hub Values and key contact information.

Pa

Outcome: Grace has a clear understanding of what the Hub can offer



Kelly introduces Grace to Jan, the recovery worker, and offers to make them both a cup of tea. Jan says they have some materials to help them understand how the Hub can best support her and asks if Grace would like to take a look. Grace shares her interests, her struggles with anxiety and her Grandma's number as emergancy contact.

Outcome: Grace feels listened to and reassured that she's in the right place.



Jan books Grace in to talk to the Mental Health Practitioner next week and suggests Grace stays for today's LGBTQ+ craft group. Grace borrows supplies and gets chatting to a friendly volunteer. She makes a clay model of her cat and notices it's nice to have something to do with her hands. This is the first break from her anxious thoughts she's had in weeks.

Outcome: Grace feels less lonely and her mental wellbeing is boosted



After the session, Jan congratulates Grace for all the brave steps she's taken today - coming to the Hub, working through the introduction materials and staying for the craft group. Jan shows her the Support Plan section and asks if Grace would like there to be clay on hand for her session with the Mental Health Practitioner next week. Grace feels seen and agrees.

Outcome: Grace is supported to access Hub services in a way that is tailored to her interests, preferences and needs.

User Story 2

Regular user at night

Paul is 39 and lives in Acomb with his mum. He loves film and sport and would like to have a family of his own one day.

Paul was diagnosed with Schizophrenia when he was 19 years old.

Paul hears voices, they are always there and sometimes they are louder than others. They don't always say mean things to him but sometimes they can make him feel scared.

Paul has always had a great relationship with his mum, who acts as his carer. Recently, with support from the Hub, she has started to enjoy evenings out with friends, while Paul spends the evening at the Hub, in line with his support plan..



Paul

Regular user accessing the Hub at night, in line with his support plan.

Zoom in to view.



After work, Paul takes the bus to the Hub. He walks into the lobby and rings on the inner doorbell. He looks at the displays and sees that his favourite peer support worker, Milo is working that night. He also picks up a flier for a group called Menfullness. Kelly, the Hub admin recognises him and welcomes him in.

Outcome: Paul feels welcomed and informed



Paul heads straight for the kitchen hatch and asks Jake, the kitchen volunteer for a cup of tea. He doesn't have to say "milk and two sugars" - Jake knows everyone's preferences. Paul settles into a comfy chair and puts on his headphones everyone knows he likes to have some quiet time when he first arrives but they

Outcome: The tailored routine makes it easy for Paul to settle in.



At 7pm everyone sits down for curry club. Kelly had text Paul earlier in the day to see if he wanted a particular order but there's always plenty of variety so newcomers feel welcome. The group discuss the Hub schedule for the next month and come up with new ways to recruit volunteers.

Outcome: Paul feels less isolated, is fed enjoyable food, and feels listened to.



After dinner, there is a Menfullness sample session in the big breakout room. A volunteer has come to share about what they do and the group have a discussion about men's mental health. Paul shares that he feels like he has to be strong for his mum, but is learning how to ask for help with his mental health without feeling

Outcome: Paul is connected to services and enabled to access



After the session, Paul chats to Milo about his work week and Milo asks how things are going with the his new manager. Paul says much better and thanks Milo for the emotional regulation tips. Milo asks if Paul would like to help him run a new peer support group and he agrees.

Outcome: Paul's small wins and strengths are recognised and built on



Paul stays for a few more hours - helping to tidy up and then playing fifa with Milo and a new comer. At 11pm he gets a text from his mum to say she's on her way home. Milo orders Paul a taxi and he heads home.

Outcome: Paul stays as long as he needs and is supported to get home safe

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User Story 3

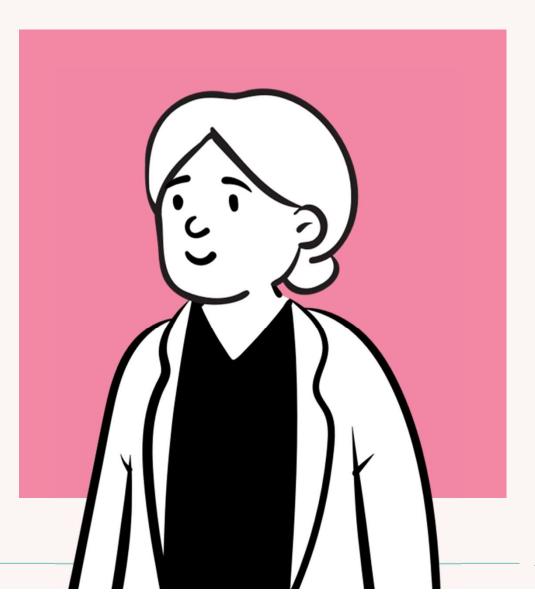
Regular user in crisis

Sarah, 43, is a loving single mother of 3 children under 10 years and part time art teacher at a local primary school.

She is deeply devoted to her kids and works hard to create a loving, nurturing environment for them, even though it takes a toll on her.

Sarah has a diagnosis of Bipolar and is currently struggling to stay well due to problems with family, money and childcare.

Sarah's ex-partner cheated on her many times, he left her when she was sectioned after the birth of their 3rd child, his parents are convinced she is not a good mother and often raise concerns about her to social services. She has a supportive relationship with her social worker and sister.



Sarah

Regular user coming to the Hub in crisis and bringing her young children.

Zoom in to view.



Sarah arrives at the Hub with her 3 children one weekend and rings the bell. Kelly, the admin assistant, checks the camera and sees that Sarah is in distress. She goes to welcome the family, and asks Pam, a Mental Health Practitioner, to come too. Together they welcome the family into the centre.

Outcome: Staff feel safe and are enabled to do their job well



Sarah is very distressed and states she is scared that she is being followed and that her ex husband is trying to take her children from her. The kids also appear upset. The conversation is hard to follow, Sarah is really hard to interrupt and does not look like her usual well put tagether self. Pam reassures Sarah that she did the right thing by coming to the Hub.

Outcome: Sarah receives strengths based support



Pam offers to take Sarah into a quiet room for a chat, but she daesn't want to let the kids out of her sight. Vera, the carer support worker suggests they all go into the garden so the kids can play shile Pam and Sarah chat. The kids do some chalk drawing with Vera on the patio while Sarah and Pam sit in the covered area for a chat.

Outcome: Sarah and her family receive care in response to their needs



Pam and Sarah work through some of Sarah's preferred regulation exercises. As detailed in Sarah's support plan, Pam knows to let Sarah have a good cry and to talk out all her fears. While Pam listens, Sarah mentions that her new medication has been making it really hard for her to get a good night's sleep. Pam suggests they call her sister to see if she can help with the kids that night and books Sarah in for a medication review the next day.

Outcome: Sarah is supported utilising her whole support network.



Sarah is still shaken but feels calm enough to move into one of the quiet rooms for a nap while Vera looks after the kids. When Sarah's sister arrives to pick them up, Pam praises Sarah infront of her - saying how well she did to come to the Hub and ask for help, before double checking she has everything she needs to make her medication review tomorrow.

Outcome: Sarah receives support with planning and accessing hub services



The next day, Sarah returns, leaving the kids at home with her sister. Pam greets her warmly and they sit down over a cup of tea to look at her medication together. Pam realises that Sarah hasn't been taking her medication regularly enough. She talks her through the dosage label, helps her set some alarms on her phone and reassures Sarah she can come back anytime. Sarah is relieved to know there's a reason she's been struggling.

Outcome: Sarah receives timely access to a medication review.

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Connections + Collaboration

An outline of how the Hub will work with the community



Nurturing Support Networks

Friends and family are welcome at the Hub. We know that people might want to bring someone along the first time they attend, or that a loved one may be encouraging them to seek support. We offer carers support and sessions to learn about mental health and wellbeing at the hub.

We help Hub users to develop resilience in their relationships by supporting them to manage conflict, communicate their needs and spend time together doing activities that promote wellbeing.

We recognise that many of our Hub users will be carers themselves. We work with them to increase their access to support services, both in and outside of the Hub. We welcome people bringing their dependants with them and offer ways to entertain or occupy them so that their carers can access the Hub's services.

Ideas for welcoming friends and family:

- New parent groups
- Toys and games for children
- Carer Support Workers
- Including dependants' needs and preferences in support plans
- Parenting courses
- Identify local activities and community events e.g. winter fair
- Child friendly drinks and snacks

Community Collaboration

Our vision is a Hub which plays a key role in the Acomb, Westfield and Holgate community. It's really important that the hub staff can go out into the community to meet people and to support people to access support offers and opportunities.

It's also essential that community organisations are welcomed into the hub, so that people can access support offers and opportunities in a place that feels familiar and safe. Most importantly the Hub won't duplicate anything that already exists, it will improve access and awareness.

Practical examples:

- Buddying up with other hub users to attend activities in the community
- Community services running regular and pop up sessions at the hub e.g. benefits support and sample sessions
- Community groups sharing information at the hub so that people know what's available for them e.g. posters and leaflets
- Peer support workers supporting people to attend community activities through recommendation and accompaniment
- Regularly updated digital and physical noticeboard

Other Services

The Hub has strong links with other services in York, they can work together to jointly provide a person with support, rather than passing someone between services. People who come to the Hub know that no matter what they will end up in the right place for them. Other services can contact the Hub for advice and vice-versa.

Potential Partners

- LACs
- Addiction
- Housing
- Crisis Team
- Menfulness
- IT reuse
- Housing Options
- Converge -
- Discovery Hub
- CRUSE
- York Carers
- Foxwood Community garden

- Ligison
- CMHT
- A&E
- Social care
- The Hut
- York MIND
- Andy's Man Club
- The Hub @ ClarenceSt
- Peasholme charity
- Employment support
- Community repair shop

- Police
- Probation
- GPs
- Gateway community cafe
- Digital York
- Library tech support
- Family Hub
- Methodist church gardening
- Haxby Community garden
- St NicolasGardening

The Importance of Communication

In every workshop, effective communication was raised as a key determinant in the success of the Hub. The following were highlighted as particularly important:



Be clear on the Hub offer - what is available + what behaviours are expected of Hub users Provide clear information about available services both in the Hub and community

Make it easy to contact the Hub in advance of arrival to enable smooth entry and reduce anxiety

Raise awareness of the hub through social media, online presence and printed materials Use entryway displays to help smooth arrival at the hub, including staff, events and rules Use multiple channels of communication – led by the preferences of users/carers

Next Steps



Key insights and recommendations

Next steps to achieve the vision, principles, space and outcomes for people set out in this report.

We have developed a roadmap with some of the essential next steps to help move from vision to implementation. We identified 8 particularly important insights (see right), which require further development. Against each insight are a set of recommendations (slide 49 - 56).

We have also collated these recommendations in a timeline, in line with current plans for delivering the 24/7 community mental health offer (page 57).

KEY INSIGHTS

- 1 There is an ongoing need for the codesign and codelivery of the Hub
- 2 Design and test policies that maintain safety in the Hub
- **3** Define the role of volunteers in the Hub and their experience
- 4 Codify and test effective staffing ratios and work patterns
- **5** Continue to explore collaboration with other community offers
- **6** Ensure safe and easy access to the hub for everyone
- 7 Support parents/guardians caring for children to attend the hub
- 8 Confirm the cohort to be supported by the 24/7 offer

There is an ongoing need for the codesign and codelivery of the Hub

Co-design, co
production and ongoing
development will need
to be a core feature of
the hub and the team
will need to be
supported to stay
committed to co-design,
learning and
meaningful
engagement with
experts by experience.

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
RI: Involve co-design team in the set up of the hub (including, location and recruitment process)	Jan - Apr	Project team, Coproduction lead, Implementation group	Funding sign off - JDB	
R2: Develop processes and structures to ensure a long-term approach to co-design, user led decision making and collecting and implementing feedback to drive learning and development of the offer.	April onwards	Co-production champion, Managers w. input from Implementation group	Funding sign off - JDB	
R3: Develop IU orientation with Manager in line with the co-design materials	Мау	IU and Manager	N/A	
R4: Must develop digital policies and processes to support interoperability (data sharing agreements, shared care records policy and shared reporting arrangements) and enable the team to collect, collate and interpret impact data (evaluation framework, identified PROMS).	March - May	Implementation group and Manager	Sign off - JDB	

Design and test policies that maintain safety in the Hub

Safety of people using the hub and staff was an important priority for all members of the co-design team, but approaches to achieving this differed.

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
R5: IU continue research into similar offers, feeding learning into development of safety processes. Collate information/learnings gathered from interviews into documents to share with JDB.	Jan - Feb	IU	N/A	
R6: Adapt hub I operational guidance document and processes with new team manager. Feedback from co-design group on suggestions	Jan - April	Manager, Maddy and Implementation group	Sign off - JDB	
R7: Pilot approaches and collect data - regular reporting on number of incidents, compare this with existing services and rapidly adapt if any issues	June - August	Manager and team	Report into JDB	

KEY INSIGHT 3 Define the role of volunteers in the **Hub** and their experience

Volunteers were a key part of the co-designed model, enabling additional activities to run and areas such as the kitchen and garden to stay open. There are some outstanding questions about how this should work:

- What is our approach to recruitment and retention?
- What is our approach to training and supervision?
- What are the opportunities for development and progression?
- What is our approach to funding and coordination?

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	N/A Sign off - JDB	
R5: IU to continue research with similar offers, feeding learning into development of plan for recruitment and retention	Jan - Feb	IU		
R8: Development of a Hub Volunteer Policy that outlines: - roles - responsibilities - expectations of volunteers - recruitment procedures - training - supervision - safeguarding guidelines	Jan - June	Manager w. input from Implementation group		
 R9: System discussion around: Timeline for bringing in volunteers Funding opportunities Existing training for volunteers which could be accessed 	June	Implementation group	Sign off - JDB	

Codify and test effective staffing ratios and work patterns

The co-design group raised the importance of getting the staffing ratios right. This was particularly important for:

- Out of hours working, when risk might be higher
- Enabling the team to work in the community and home visit
- Sickness and holiday
- Times of high demand

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION
R5: IU to continue research with similar offers, feeding learning into development of staffing plan	Jan - Feb	IU	N/A
R10: Further data collection on cohort to understand whose needs are met by the offer (repeat assessments, those presenting out of hours)	Jan - March	Data group/Project team	JDB to monitor progress and support with access to data
R7: Pilot approaches and collect data - Regular reporting on: busiest periods, complexity of need during night and day, staff sickness and reliance on bank staff.	June - August	Hub manager and team	Report to JDB
R6: Adapt hub 1 policies and processes with new team manager. Feedback from co-design group on suggestions	Jan - April	Hub manager, Maddy, pilot implementation group, co-design group	Sign off - JDB

Continue to explore collaboration with other community offers

Integration with the wider community and the other offers within the area is an essential part of the co-designed model. This involved both supporting people to attend offers in the community and inviting offers into the hub to run groups / sessions / activities.

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
RII: Review budget to include running community activities and coordinating joint working with existing community offers	Jan - April	Implementation group	Funding sign off - JDB	
R7: Pilot approaches and collect data - periods of protected time for staff in the working patterns to build relationships with community offers.	June - August	Hub manager	Report to JDB	

Ensure safe and easy access to the hub to everyone.

Access to the hub was an important theme, particularly to ensure that we are reaching people whose needs have previously not been met.

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
R12: Provide clear communications and an option to call ahead, to ensure that people know what to expect	Jan - April	Implementation group	Funding sign off - JDB	
R11: Review budget to include taxis to ensure safe transport at night	Jan - April	Implementation group	Funding sign off - JDB	
R13: Develop documentation and code of conduct to support flexibility, such as meeting in the community, or attending with a carer or loved one	Jan - April	Manager and Implementation group	Sign off - JDB	

Support parents /guardians caring for children to attend the hub

There was agreement within the co-design group that it is important to be flexible to meet the needs of different cohorts, including parents. However further development of this is required to ensure this is done safely.

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
R5: IU continue research into similar offers, feeding learning into development of plan for supporting parents	Jan - Feb	IU	N/A	
R14: Ensure policies and processes to support families safely	Jan - April	Manager and Implementation group	Sign off - JDB	
R15: Build relationships with family offers in the community, for alternative spaces to meet with parents	Jan - April	Manager and Implementation group		

Confirm the cohort to be supported by the 24/7 offer.

Confirm the cohort to be served by the 24/7 offer. Consider:

- Those underserved by the current system
- Need profile of people identified
- How inequalities are being tackled
- Any differences of who is in the cohort in hours vs. out of hours

CORRESPONDING RECOMMENDATIONS	TIMELINE	OWNERSHIP	PERMISSION	
R10: Further data collection on cohort including demographics, to understand whose needs are met by the offer (repeat assessments, those presenting out of hours)	Jan - Feb	Data group	JDB support with access to data	
R16: Ensure staff have adequate training and orientation to recognise and work with the right cohort / levels of need	May	IU /Manager/ Implementation group	Joint delivery board	
R17: Develop communications to describe the cohort and inform system partners and referrers	July - August	Hub manager and Implementation group	Joint delivery board	

Recommendations timeline

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
R1: Involve co-design team in the set up of the hub R4: Must develop digital policies and processes R8: Development of volunteer policies and processes R11: Review budget R12: Provide clear communications R13: Develop documentation and code of conduct R14: Ensure policies and processes to support families safely R15: Build relationships with family offers in the community			R2: Develop pro	R3: Develop orientation R16: Ensure staff have adequate training	 Regular reporting Number of inservices Busiest period Complexity of Staff sickness Success of priod 	ches and collect d y on: acidents compared ds f need during nigh s and reliance on b otected time for st erns to build relatio	with existing t and day ank staff aff in the
R5: IU continue R10: Further da						R17: Develop cor to describe the co	

Many Thanks



Acknowledgements

The Innovation Unit team would like to say a massive thank you to the Codesign group who gave their time, creativity and thoughtfulness, as well as a wealth of local knowledge and expertise, to create the insights in this report. None of this would be possible without your commitment to the codesign process and strong belief in a better future for mental health services in York.

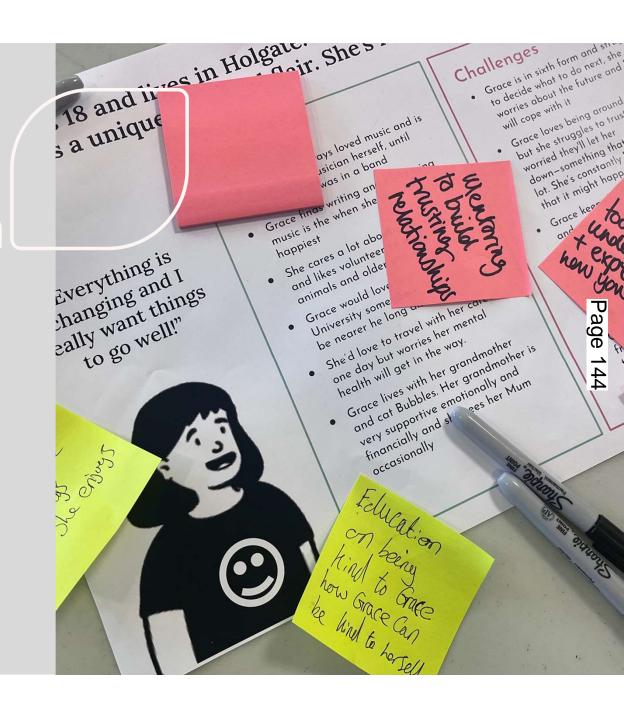
Additionally, we would like to thank the project team – Kate Helme, Savanna Thompson and Hannah Keith, with special thanks to Co-Production Champion, Ben Hutchinson.



Creating impact
Reducing inequalities
Transforming systems

Project Lead Co-design Lead Head of Practice Project Coordinator Rachel Shapcott Bethan Mitchell Stacey Hemphill Frances Brown

Appendix



Synthesised Hub layout RESOURCE CUPBOARDS Vith toys, craft supplies, yoga mat QUIET ROOM **UNISEX LOO** Q)C **ROOM 2** OFFICE **ROOM 1** Williamounted William Woman HUB VALUES 80 **OUTSIDE AREA ED MAIN ROOM** FOYER KITCHEN RAMP 部 80 FIRE эламтэміт аин COMMUNITY BOOKSHELVES

Paul is 39 and lives in Acomb with his mum. He loves film and sport and would like to have a family of his own one day.

"I just want to feel better and have my own life"



Strengths

- Paul loves football, he used to play and really enjoyed it. He stopped and now thinks he's not fit enough to play.
- Paul knows everything about film. It's something his mum and him have always shared and enjoyed together.
- Paul has always had a great relationship with his mum, until more recently. They're very caring of each other and split the house chores 50:50
- He'd love to be able to move out but can't afford it currently as he's not been able to find consistent work.
- Paul would love to feel better and have more in life and maybe even start a family.
- Paul has a group of friends he's known since primary school but lately they've been drifting apart

Challenges

- Paul was diagnosed with Schizophrenia when he was 19
- Paul struggles with poor sleep, concentration and motivation and worries that people are talking about him.
- Paul hears voices, they are always there and sometimes they are louder than others. They don't always say mean things to him but sometimes they can make him feel scared.
- He had a difficult time at school and never really managed to find anything he was interested in and didn't do well in exams.
- Things have become really strained at home with Paul's Mum. She worries about Paul and his future. Paul wants to move out and his Mum worries he won't cope but isn't sure its a good idea for him to keep living with her

Safety in the Hub - Paul

Paul has been in the centre pacing and talking to himself. Every now and then he stops and shouts loudly 'F off and leave me alone' he is also yelling threats 'I'll kill you'.

A couple of other people in the centre have come to tell you that they are frightened and worry what Paul might do next. When you go to speak to Paul you realise he smells very strongly of alcohol.



Paul presents with immediate need

Paul attends the centre after having a disagreement at home with his Mum. He is very upset and tells you that he doesn't think he go home and live with her anymore.

While you are talking you realise that Paul is responding to people or things that you can't see. Mid way through his sentences he is seen to be shouting 'shut up and leave me alone' and pointing threateningly across the room at an empty chair.



Grace is 18 and lives in Holgate. She's studying A-Level Music and has a unique style and flair. She's looking toward the future.

"Everything is changing and I really want things to go well!"



Strengths

- Grace has always loved music and is a talented musician herself, until recently she was in a band
- Grace finds writing and composing music is the when she feels her happiest
- She cares a lot about giving back and likes volunteering especially with animals and older people
- Grace would love to study music at University somewhere down south to be nearer he long distance girlfriend
- She'd love to travel with her career one day but worries her mental health will get in the way.
- Grace lives with her grandmother and cat Bubbles. Her grandmother is very supportive emotionally and financially and she sees her Mum occasionally

Challenges

- Grace is in sixth form and struggling to decide what to do next, she worries about the future and how she will cope with it
- Grace loves being around people, but she struggles to trust them, worried they'll let her down—something that's happened a lot. She's constantly looking for signs that it might happen again
- Grace keeps herself on a strict diet and exercise regime and stretches everyday, she dislikes her body calling it her 'skin bag'
- One of her bandmates saw fresh cuts on her legs, they told her she had to stop hurting herself before she could be in the band again.
- Grace has had some help in the past from a psychologist, she is worried as they say they can't refer her back there a she is too old.

Safety in the Hub - Grace

Grace feels really unsettled about what has happened today and is also really upset and crying. Both things are making being in other people's company even worse.

She feels obvious, different, ugly and like everyone is looking at her and judging her. She wonders if she should leave but it is very late.



Grace presents with immediate need

Grace attends in the evening after having cut herself quite deeply. She has done an ok job of bandaging it up but it's still a big cut.

She tells you that she has had a really terrible day. As she was leaving school, someone in a car yelled at her and called her a 'disgusting lesbo'. Grace isn't really out to everyone and feels really unsettled about how this person would know something like that and what it says about her.

Grace is having really scary thoughts of suicide and has come to the centre beacuse she just doesn't know how to talk to her grandmother about what is going on in her head and she doesn't trust herself to be at home.

Priya, 76, is a proud mother of two daughters and has four grandchildren. She moved to York from Pakistan 40 years ago

"I want to be their mother again, the one they rely on, the one who holds this family together."



Strengths

- Priya is an exceptional cook. Cooking is an important part of her identity and her recipes have been passed down and perfected through generations.
- Priya is a loving mother and grandmother - she loves setting up dens under the dining table for when her grandchildren visit.
- Priya has a great relationship with her family. She has a wide network of family and friends but many of them live quite far away in the more ethnically diverse cities in the UK.
- Her husband is very supportive and loving but is still working and often has to do night shifts.
- When she can she spends a lot of time in the garden. She loves planting herbs and vegetables so that she can use them in her own cooking.

Challenges

- Priya has always struggled with anxiety and has regular panic attacks. She has always felt different and like she stands out in the community where she lives
- Priya she has been struggling to leave the house. She remembers the last time she went to the local shops she collapsed and an ambulance was called, they said she had a panic attack and told her to talk to her GP.
- Priya doesn't have any friends to the house and rarely talks to people on the phone unless her husband organises a call with the children. She misses her children and her grandchildren and wonders what the point of her life is.
- Priya doesn't really understand what's happening to her she feels worried all the time and unlike herself. She has picked her cuticles until they bleed.

Safety in the Hub - Priya

Priya has really struggled to make it to the centre, relying on her husband to drive her and come with her. When she is there she very much keeps to herself and commented that she feels like there aren't many people there like her.

One day while in the centre another hub user comes and sits next to her really close. He seems angry and makes comments about Priyas appearance. Priya gets up and moves, the man follows her and stands over her demanding to know what her problem is and why she moved.



Priya presents with immediate need

Things with Priya have been going well but she missed her last appointment and you were expecting her for her rescheduled session 15 mins ago. You call, Priya's husband answers the phone and tells you that he has stayed at home from work as Priya is not doing well. She is not sleeping or eating. She is refusing to take her medicine, she is sitting in the chair in their bedroom in her pyjamas wringing her hands and crying.



Sarah, 43, is is a loving single mother of 3 children under 10 years and part time art teacher at a local primary school.

"I just want to be happy and provide a great life for my kids"



Strengths

- Sarah is strong and able to navigate life's challenges, often surprising herself with what she can overcome
- Despite feeling overwhelmed, she remains committed to creating a happy, stable life for her and her children.
- She is deeply devoted to her kids and works hard to create a loving, nurturing environment for them, even though it takes a toll on her
- Sarah finds joy in teaching and loves to make a positive impact on her students, believing in their potential
- Sarah has cultivated a small but supportive network of friends and family that help her keep going, she worries she asks too much of them

Challenges

- Sarah has a diagnosis of Bipolar and is currently struggling to stay well due to problems with family, money and childcare.
- She is currently experiencing a higher mood then normal, she is not sleeping or eating as well and has had some recent absences from work
- She is struggling with money as she can only work part time she has fought really hard to keep in work and is adamant she won't stop.
- Sarah's ex-partner cheated on her many times, he left her when she was sectioned after the birth of their 3rd child, his parents are convinced she is not a good mother and often raise concerns about her to social services
- Sarah is terrified of losing her children and spends a lot of her time trying to make everything perfect so nothing happens to her family

Safety in the Hub - Sarah

Sarah has come to the centre with her 3 children. You really need to have a conversation with Sarah privately to understand better what is going on but she is reluctant to be separated from her children.

Her baby is crying and the two older children seem restless. She's distracted by them and struggling to concentrate on what you're saying.



Sarah presents with immediate need

Sarah arrives in the centre with her kids at 7am. She is very distressed and states she is scared that she is being followed and that her husband is trying to take her children from her.

She says she knows this because she saw their car near the school at pick up time yesterday. Sarah has packed a bag for the kids and states she cannot go home as she knows they are watching her place.

Sarah seems really distressed, the kids also appear upset. The conversation is hard to follow, Sarah is really hard to interrupt and does not look like her usual well put together self.

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[TO BE INSERTED ON NHSPS LETTERHEAD]

To:

The Council of the City of York

West Offices, Station Rise, York YO1 6GA

Nimbuscare Limited

2 Oak Rise, York, England, YO24 4LJ

Lease of the property known as part Ground Floor of Acomb Gables, 2 Oak Rise, Acomb Garth, York YO24 4LJ ("Property") dated 1 July 2022 made between (1) NHS Property Services Limited and (2) Nimbuscare Limited registered at HM Land Registry with title number NYK496856 ("Lease")

Notwithstanding the terms of the Lease (including for the avoidance of any doubt but not limited to clauses 20 (Underlettings), 21 (Sharing Occupation), 23 (Prohibition of Other Dealings) and clause 30 (Use)), please accept this letter as formal written consent by NHSPS Property Services Limited to Nimbuscare Limited and The Council of the City of York for:

- a) the grant of a licence to occupy in respect of part of the Property by Nimbuscare Limited to The Council of the City of York in the form attached to this letter (with contracting out provisions) for a licence period from [X] until [X] (unless terminated earlier by The Council of the City of York) ("Licence")
- b) The Council of the City of York to access and use the Property at all times 24 hours a day seven days a week in accordance with the terms of the Licence (although these are beyond the Permitted Hours as defined in the Lease)
- c) The Council of the City of York to share occupation of the Property with Tees, Esk and Wear Valleys NHS Foundation Trust, York Mind (registered charity number 1006759 and company number 2659442) and York Carers Centre (registered charity number 1127644 and company number 06760783) for the duration of the Licence
- d) [TBC]

NHS Property Services Limited confirms it will not exercise the right to forfeit the Lease due to the grant of the Licence by Nimbuscare Limited to The Council of the City of York

NHS Property Services Limited acknowledges that The Council of the City of York are paying [X] for the Works to be undertaken to the Property and that The Council of the City of York will not be required to remove the Works or contribute toward the costs of removing the Works and reinstating the Property when The Council of the City of York vacates the Property at the end or earlier expiry of the Licence or comply with any of the terms contained in clause 29 of the Lease.

NHSPS intend for this letter to be legally binding.

No one other than a party to this letter shall have any right to enforce any of its terms.

This letter and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,
NHS Property Services Limited
We acknowledge receipt and accept the contents of this letter
Signed
Nimbuscare Limited
Date
The Council of the City of York

DATED

AGREEMENT FOR LICENCE TO OCCUPY WITH REFURBISHMENT WORKS AND EARLY ACCESS

relating to

The Mental Health Hub at Acomb Garth Community Care Centre, 2 Oak Rise, Acomb, York YO24 4LJ

between

(1) Nimbuscare Limited

and

(2) The Council of the City of York

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This agreement is dated [DATE]

Parties

- (1) Nimbuscare Limited incorporated and registered in England and Wales with company number 09604277 whose registered office is at 2 Oak Rise, York, England YO24 4LJ (Licensor)
- (2) The Council of the City of York of West Offices, Station Rise, York YO1 6GA (Licensee)

BACKGROUND

- (A) The Licensor has a lease of property at Acomb Garth Community Care Centre, 2 Oak Rise, Acomb, York YO24 4LJ and has agreed to grant the Licensee a licence to occupy part of the property on the terms contained in this agreement.
- (B) The licence to occupy shall contain an agreement between the Licensor and the Licensee that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the licence to occupy.
- (C) The Licensor has agreed to [procure] that certain works undertaken to the property before the grant of the licence to occupy.
- (D) The Licensee wishes to take early occupation of [another part of Acomb Garth Community Care Centre, 2 Oak Rise, Acomb, York YO24 4LJ] and the Licensor has agreed to allow the Licensee to occupy the another part of the property as a licensee to in the period between completion of the refurbishment works and the grant of the licence to occupy.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

[Approved Documents: all plans, specifications, drawings, engineering calculations, bills of quantity and other data for the Works in the agreed form annexed to this agreement including (where applicable):

- a) any variations or amendments that may be agreed by the Licensor and the Licensee from time to time in accordance with clause 5.4; and
- b) any minor variations permitted under clause 5.5.]

[Building Contract: a building contract for the Works [[dated [DATE]] between the Head Landlord and the Building Contractor [a copy of which is annexed to this agreement] OR to be entered into [as a deed] between the Head Landlord and the Building Contractor in the agreed form annexed to this agreement and incorporating such amendments as may be approved in writing by the Licensee (such approval not to be unreasonably withheld or delayed)] or such other building contract with similar effect as may be approved by the Licensee (such approval not to be unreasonably withheld or delayed)].

Building Contractor: [Whitaker & Leach or such other building contractor as the Head Landlord appoints as the building contractor for the purposes of the Works]

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI* 2015/51).

Certificate of Making Good: the Contract Administrator's certificate or written statement issued in accordance with the Building Contract certifying that any defects, shrinkages or faults appearing in the Works during the Rectification Period and for which the Building Contractor was responsible under the Building Contract have been made good.

[Collateral Warranties: deeds of collateral warranty from the parties identified in the relevant annex to this agreement [together with any replacement party that may from time to time be appointed by the Licensor or the Building Contractor], such deeds to be in the agreed forms annexed to this agreement [with such amendments as may be approved by the Licensee (such approval not to be unreasonably withheld)].]

Condition: any one of the Part 1 Conditions.

Contract Administrator: [NAME] of [ADDRESS] or such other person as may be appointed as a replacement contract administrator for the time being by the Licensor in relation to this agreement and the Building Contract.

Contract Rate: [4%] per annum above the base rate from time to time of [Barclays Bank Plc].

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Licensor's Conveyancer or Licensee's Conveyancer (as applicable) at a clearing bank to an account in the name of the Licensee's Conveyancer or Licensor's Conveyancer (as applicable).

[Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).]

Event of Default: any of the events set out in clause 15.1.

Head Landlord: [X]

Licensor's Conveyancer: [NAME, ADDRESS, [[FAX NUMBER],] [[DX NUMBER],] REFERENCE] [or any other conveyancer whose details have been given by notice from time to time by the Licensor to the Licensee].

[Licence Fee: the [initial] fee of £[FIGURE] per annum [(subject to review)] exclusive of VAT.]

Licence Fee Commencement Date: [the Practical Completion Date **OR** [NUMBER] [days **OR** weeks **OR** months] after the Practical Completion Date.]

Licence Fee Payment Dates: [25 March, 24 June, 29 September and 25 December **OR** [SPECIFY ALTERNATIVE RENT PAYMENT DATES]].

Licence to Occupy: a licence to occupy in the agreed form annexed to this agreement [subject only to any minor amendments necessitated by any variations made to the Approved Documents under clause 5.4 or clause 5.5].

Licence to Occupy Completion Date: the day that is [NUMBER] working days after the Practical Completion Date.

[Licence for Alterations: a licence between the Licensor and Licensee in the agreed form annexed to this agreement.]

Licence Period: the period from but excluding the Practical Completion Date until the earlier of completion of the Licence to Occupy and termination of this agreement.

Long Stop Date: [September 2025].

LTA 1954: Landlord and Tenant Act 1954.

Part 1 Conditions: part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

Part 2 Conditions: part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

[Planning Permission: the [detailed OR outline] planning permission dated [DATE] from the [NAME] Council under reference [NUMBER] together with all requisite approvals already issued in connection with it and any waivers, relaxations or variations of any of its terms.]

[Practical Completion Certificate: the Contract Administrator's certificate or written statement issued in accordance with the Building Contract certifying that the Works are practically complete according to the terms of the Building Contract and setting out the date on which practical completion occurred.]

Practical Completion Date: the date stated in the Practical Completion Certificate.

Property: the property at [Acomb Garth Community Care Centre, 2 Oak Rise, Acomb, York YO24 4LJ] as more particularly defined in the Licence to Occupy.

[Recommendation Report : a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).]

Rectification Period: the defects liability period or rectification period for the making good of defects, shrinkages or other faults in the Works under the Building Contract.

Requisite Consents: [the Reserved Matters,] building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Works.

[Reserved Matters: all matters remaining to be approved under the terms of the Planning Permission.]

Target Date: [DATE] (as may be extended in accordance with clause 5.2).

Licensee's Conveyancer: [NAME, ADDRESS, [[FAX NUMBER],] [[DX NUMBER],] REFERENCE] [or any other conveyancer whose details have been given by notice from time to time by the Licensee to the Licensor].

Licensee's Surveyor: [NAME, ADDRESS, FAX NUMBER, REFERENCE] [or any other surveyor whose details may be given in writing from time to time by the Licensee to the Licensor].

VAT: value added tax [or any equivalent tax] chargeable in the UK.

Works: the works to be procured by the Licensor of [BRIEF DESCRIPTION OF WORKS] at the Property before the grant of the Licence to Occupy as shown in the Approved Documents.

Written Replies: [subject to clause 1.18,]are any:

- a) written replies that the Licensor's Conveyancer has given prior to exchange of this agreement to any written enquiries raised by the Licensee's Conveyancer; or
- b) written replies to written enquiries given prior to exchange of this agreement by the Licensor's Conveyancer to the Licensee's Conveyancer.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.11 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Unless this agreement otherwise expressly provides, a reference to the **Property** or the **Works** is to the whole and any part of them.
- 1.15 [Any reference to the Licensor's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.]
- 1.16 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 1.17 [Except in relation to clause 1.18, a reference **OR** A reference] to **writing** or **written** [includes fax but not email **OR** excludes fax and email].
- 1.18 [For the purposes of the definition of **Written Replies**, **written replies** and **written enquiries** include:
 - (a) any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the [THE STANDARD FORM OF ENQUIRIES USED, INCLUDING THE EDITION] [and include enquiries or replies so requested or given by email]; and

(b) the following pre-contract enquiries and replies that were sent or received by email: [EMAILS].]

2. Agreement for Licence to Occupy

- 2.1 In consideration of the Licensee's obligations under this agreement, the Licensor shall grant to the Licensee and the Licensee shall accept from the Licensor the Licence to Occupy on the terms set out in this agreement. No purchase price, premium, or deposit is payable.
- 2.2 Conditions 1.4, 3.2 and 9.8.3 do not apply to this agreement.

3. Timetable for engrossments

- 3.1 The Licensor's Conveyancer shall send the engrossed counterpart Licence to Occupy to the Licensee's Conveyancer by [NUMBER] working days after the Practical Completion Date.
- 3.2 Condition 11.2.5 does not apply to this agreement.
- 3.3 Condition 11.2.6 is amended so that reference to seller is reference to the Licensor's Conveyancer.

4. Exclusion of security of tenure

- 4.1 The parties confirm that:
 - (a) the Licensor served a notice on the Licensee, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Licence to Occupy, before this agreement was entered into; and
 - (b) [the Licensee **OR** [NAME OF DECLARANT], who was duly authorised by the Licensee to do so], made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

5. Works

- 5.1 The Licensor shall procure that the Head Landlord obtains the Requisite Consents in respect of the Works.
- 5.2 [The Licensor shall procure that the Practical Completion Date occurs by the Target Date which shall be extended commensurate with any extensions of time:
 - (a) allowed by the Contract Administrator under the terms of the Building Contract; and/or

- (b) certified by the Contract Administrator as being fair and reasonable, having regard to the delay in question, where completion of the Works is delayed due to an event or cause that is beyond the Head Landlord's reasonable control.]
- 5.3 The Licensor shall procure that the Works are carried out:
 - (a) with due diligence and in a good and workmanlike manner;
 - (b) using only good quality materials and well-maintained plant and equipment;
 - (c) in accordance with this agreement, the Approved Documents, [the Planning Permission] and the Requisite Consents in respect of the Works;
 - (d) in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;
 - (e) in compliance with all relevant British Standards, codes of practices and good building practice; and
 - (f) by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property.
- 5.4 The Licensor shall not, (subject to clause 5.5), vary, alter, add to or remove anything from the Approved Documents without the Licensee's consent (such consent not to be unreasonably withheld or delayed).
- 5.5 [The Licensor may make minor variations to the Approved Documents without the Licensee's consent provided that:
 - (a) the variations are insubstantial and immaterial;
 - (b) the variations are in accordance with [the Planning Permission,] the Requisite Consents in respect of the Works and any statutory requirements;
 - (c) any substitute materials used are of an equal or better quality and suitability to those originally specified;
 - (d) the variations do not delay the completion of the Works;
 - (e) the Licensor informs the Licensee of the variations within a reasonable time; and
 - (f) [the variations are required by any local or competent authority or statutory undertaking as a condition of the grant or continuance of any of the Requisite Consents in respect of the Works.]

6. [Practical Completion and Rectification Period

- 6.1 The Licensor shall procure that the terms of the Contract Administrator's professional appointment require the Contract Administrator to act impartially when exercising the power to issue certificates and award extensions of time under the Building Contract and this agreement.
- 6.2 The Licensor shall use reasonable endeavours to procure that the Contract Administrator:
 - (a) gives at least [5] working days' notice to the Licensee of the Contract Administrator's intention to inspect the Works for the purpose of issuing the Practical Completion Certificate and allows the Licensee and the Licensee's Surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
 - (b) without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 6.2(a) when considering whether to issue the Practical Completion Certificate in accordance with the terms of the Building Contract.
- 6.3 The Licensor shall use reasonable endeavours to procure that the Contract Administrator gives a copy of the Practical Completion Certificate to the Licensee as soon as practicable after its issue [together with a copy of any accompanying snagging list].
- The issue of the Practical Completion Certificate shall be conclusive evidence binding on the parties that the Works have been completed in accordance with the terms of this agreement, subject to the Licensor's obligations during the Rectification Period.
- 6.5 [The Licensor shall [procure] that the Head Landlord enforces the Building Contractor's obligations under the Building Contract to remedy any defects, shrinkages or faults appearing in the Works during the Rectification Period.]
- 6.6 [During the Rectification Period, the Licensee or the Licensee's Surveyor may make written representations to the [Contract Administrator] identifying defects, shrinkages or faults in the Works which the Building Contractor is obliged to remedy in accordance with the Building Contract. Without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, the Licensor shall use reasonable endeavours to ensure that the Contract Administrator takes proper account of any such representations.]

- 6.7 [The Licensor shall use reasonable endeavours to procure that the Contract Administrator:
 - (a) gives at least [5] working days' notice to the Licensee of the Contract Administrator's intention to inspect the Works for the purpose of issuing the Certificate of Making Good and allows the Licensee and the Licensee's Surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
 - (b) without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 6.7(a) when considering whether to issue the Certificate of Making Good in accordance with the terms of the Building Contract.]
- 6.8 The Licensor shall use reasonable endeavours to procure that the Contract Administrator gives a copy of the Certificate of Making Good to the Licensee as soon as practicable after its issue.
- [The Licensor shall use [best **OR** [all] reasonable] endeavours to procure the grant of the Collateral Warranties in favour of the Licensee [prior to **OR** on or before] the Licence to Occupy Completion Date.] If the Licensor has not procured the grant of the Collateral Warranties in favour of the Licensee on or before the Licence to Occupy Completion Date, the Licensor shall not be deemed to be in default and shall not be deemed to not be ready, able and willing to complete because the Licensor has not procured the grant of the Collateral Warranties in favour of the Licensee on or before the Licence to Occupy Completion Date and the Licensee shall not be entitled to give the Licensor notice to complete for that reason.]

7. [Long Stop Date

If the Practical Completion Date has not occurred by 4.00 pm on the Long Stop Date, the Licensee may at any time after the Long Stop Date (but before the Practical Completion Date), give written notice to the Licensor, unless the Practical Completion Date occurs within [[20] **OR** [SPECIFY]] working days of the receipt of that notice (time being of the essence), it may terminate this agreement. If the Practical Completion Date does not occur within [[20] **OR** [SPECIFY]] working days of receipt of that notice then the Licensee may, by further written notice, terminate this agreement with immediate effect.]

8. [Insurance

8.1 From the date of this agreement until the Practical Completion Date, the Licensor shall insure or shall procure that the Building Contractor insures the Works, the Property and all plant and unfixed materials and goods delivered to or placed on or adjacent to the

Property and intended for incorporation in the Works against all perils resulting in loss or damage thereto on customary contractors' all risks terms:

- (a) in the joint names of the Licensor and the Building Contractor; and
- (b) for not less than their full reinstatement value (taking into account the progress of the Works) together with all site clearance and professional fees incurred in connection with such reinstatement[. **OR**;]

[and if insurance is taken out in compliance with clause 6.7 and insurance options A, B or C of Schedule 3 to the Building Contract the Licensor shall be deemed to have complied with this obligation.]

- 8.2 In the event of any loss or damage occurring before the Practical Completion Date to the Works, the Property, plant, materials or goods so insured, the Licensor shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. The Licensor shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of the Licensor's own funds.
- 8.3 The Licensor shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £[AMOUNT] for any one occurrence or series of occurrences arising out of the same event. Such insurance shall be maintained from the date of this agreement until the end of the Rectification Period.
- 8.4 The Licensor and the Licensee mutually agree not to do or permit anything to be done, or omit to do or permit any omission, that they are aware, or that a reasonable person would be aware, might render any insurance policy required by this clause 8 void or voidable.
- 8.5 Conditions 8.1, 8.2.1, 8.2.2, 8.2.3, 8.2.4(b), 8.2.5(b) and 8.2.7 do not apply to this agreement.]

9. [Damage after Practical Completion

- 9.1 The Licensee shall not be entitled to refuse to complete or to delay completion of the grant of the Licence to Occupy due to any event occurring after the Practical Completion Date that results in:
 - (a) any damage to the Property or any part of it; or
 - (b) any damage to the means of access to the Property; or
 - (c) any deterioration in the Property's condition.
- 9.2 The provisions in the Licence to Occupy relating to insurance of the Property shall apply from the Practical Completion Date.]

10. [Conditions

- 10.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:
 - (a) are applicable to the grant of a [Lease];
 - (b) are not inconsistent with the other clauses in this agreement; and
 - (c) have not been modified or excluded by any of the other clauses in this agreement.
- 10.2 The terms used in this agreement have the same meaning when used in the Part 1 Conditions.
- 10.3 The Part 2 Conditions are not incorporated in this agreement.
- 10.4 The following Conditions are amended:
 - (a) Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the [Licence to Occupy] Completion Date as defined by this agreement.
 - (b) Condition 1.1.1(e) so that reference to contract rate in Condition 1.1.1(e) is to the Contract Rate as defined by this agreement.
 - (c) Condition 1.1.1(o) so that reference to VAT in Condition 1.1.1(o) is to VAT as defined by this agreement.
- 10.5 Condition 1.1.4(a) does not apply to this agreement.
- 10.6 Condition 9.1.1 is amended so that the words "completion date is twenty working days after the date of completion but" are deleted.
- 10.7 Condition 11.2.2 is amended to include the words: "(d) "transfer" includes the grant of a [Licence to Occupy]."

11. Licensee's occupation prior to the grant of the Licence to Occupy

- 11.1 During the Licence Period the Licensee is entitled to occupy [the Property] for the purpose of [X].
- 11.2 This agreement does not operate as a demise of the Property and during the Licence Period:
 - (a) any occupation of the Property by the Licensee is by way of licence only;
 - (b) [the parties shall observe and perform their respective obligations imposed by the covenants and conditions in the Licence to Occupy (to the extent that they

- are not inconsistent with the other provisions of this agreement) as if the Licence to Occupy had been completed on the Practical Completion Date;]
- (c) [the Licensor shall have the same rights and remedies in respect of any breach of the obligations imposed on the Licensee by the covenants and conditions in the Licence to Occupy as if the Licence to Occupy had been completed on the Practical Completion Date; and]
- (d) [the Licensee shall pay to the Licensor [by way of licence fees sums (if any) equal to the [X] that would be payable by the Licensee under the Licence to Occupy at the same times and in the same manner as if the Licence to Occupy had been granted on the Practical Completion Date.]
- 11.3 [The parties agree that any licence fees paid by the Licensee pursuant to clause 11.2(d) shall be taken into account when calculating the rents payable under the Licence to Occupy for the same period following completion of the Licence to Occupy.]

12. [Deducing title

- 12.1 The Licensor's leasehold title to the Property has been deduced to the Licensee's Conveyancer before the date of this agreement.
- 12.2 The Licensee is not entitled to raise any objection, enquiry or requisition in relation to the Licensor's title.
- 12.3 Conditions 7.1, 7.2, 7.3, 7.4.2, 11.2.4, and 11.3 do not apply to this agreement.]

13. [Title guarantee

- 13.1 The Licensor shall grant the Licence to Occupy with full title guarantee.
- 13.2 Conditions 7.6.2 and 7.6.4 do not apply to this agreement.
- 13.3 Condition 12 does not apply to this agreement.]

14. Matters affecting the Property

- 14.1 The Licensor shall grant the Licence to Occupy to the Licensee free from encumbrances other than:
 - (a) [any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by [HM Land Registry as at [DATE AND TIME OF OFFICIAL COPIES] under title number [NUMBER]] [and] [the Land Charges Department of HM Land Registry as at [DATE OF SEARCH];]
 - (b) all matters contained or referred to in the Licence to Occupy;

- (c) any matters discoverable by inspection of the Property before the date of this agreement;
- (d) any matters which the Licensor does not and could not reasonably know about;
- (e) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent Licensee would have made before entering into this agreement;
- (f) public requirements;
- (g) any matters which are, or (where the Licence to Occupy will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002[. **OR**; and]
- (h) [any matters disclosed in the documents listed in the Schedule.]
- 14.2 The Licensee is deemed to have full knowledge of the matters referred to in clause 14.1 and shall not raise any enquiry, objection, requisition or claim in respect of any of them.
- 14.3 Conditions 4.1.1, 4.1.2, 4.1.3 and 4.2.1 do not apply to this agreement.
- 14.4 Condition 7.6.3 is amended so that reference to Condition 4.1.2 is reference to clause 14.1.
- 15. Termination on Licensee's insolvency and material non-compliance by the Licensee
- 15.1 An Event of Default is any of the following:
 - (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Licensee;
 - (b) the making of an application for an administration order or the making of an administration order in relation to the Licensee;
 - (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Licensee;
 - (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Licensee;
 - (e) the commencement of a voluntary winding-up in respect of the Licensee, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Licensee;
- (g) the striking-off of the Licensee from the Register of Companies or the making of an application for the Licensee to be struck-off; [or]
- (h) the Licensee otherwise ceasing to exist; [or]
- (i) [the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Guarantor[. **OR**; [or]]]
- (j) [the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Licensee [or Guarantor][. OR; or]]
- (k) [the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Licensee's assets.]
- 15.2 If an Event of Default occurs, the Licensor may, at any time prior to grant of the Licence to Occupy, terminate this agreement by giving written notice to the Licensee [and Guarantor].
- 15.3 If at any time there is any material non-compliance by the Licensee with any of its obligations under this agreement and such default is either:
 - (a) not capable of being remedied; or
 - (b) is capable of remedy but the Licensee has not remedied the default within [NUMBER] working days (or such longer period as may be reasonable in the circumstances) after service on the Licensee by the Licensor of a notice specifying the default;

the Licensor may, at any time prior to grant of the Licence to Occupy, terminate this agreement by giving written notice to the Licensee.

16. Consequences of termination

- 16.1 If this agreement is terminated in accordance with clause 7, clause 15.2 or clause 15.3, or Condition 10.1(b), 10.5.1 or 10.6.1:
 - (a) this agreement shall be terminated with immediate effect from the date of the notice to terminate and none of the parties shall have any further rights or obligations under this agreement except for:
 - (i) the rights of any party in respect of any earlier breach of this agreement; and

- (ii) the obligations in Error! Bookmark not defined.Error! Reference source not found., [Error! Bookmark not defined.Error! Reference source not found.,] clause 16 [, OR and] clause 18.3 [and Error! Bookmark not defined.Error! Reference source not found.] which shall continue in force notwithstanding the termination of this agreement;
- (b) the Licensee shall immediately return any documents it received from the Licensor; and
- (c) the Licensee shall immediately:
 - (i) vacate the Property;
 - (ii) remove all of the Licensee's chattels from the Property; and
 - (iii) make good all damage caused by the Licensee as a result of such removal.
- 16.2 Condition 10.2 is varied to read: "if either party rescinds the contract, clause 16.1 shall apply."
- 16.3 Condition 10.5.1 is varied to read: "If the buyer fails to complete in accordance with a notice to complete, the seller may rescind the contract, and if it does so clause 16.1 shall apply."
- 16.4 Condition 10.6.1 is varied to read: "If the seller fails to complete in accordance with a notice to complete, the buyer may rescind the contract, and if it does so clause 16.1 shall apply."
- 16.5 Conditions 10.5.2, 10.5.3, 10.6.2 and 10.6.3 do not apply to this agreement.
- 17. Completion of grant of the licence to occupy
- 17.1 Completion of the grant of the Licence to Occupy shall take place on the Licence to Occupy Completion Date.
- 17.2 [Condition 9.2.1 does not apply to this agreement.]
- 17.3 The grant of the Licence to Occupy shall be on the following terms:
 - (a) the contractual term of the Licence to Occupy shall commence on [the date of completion of the Licence to Occupy OR the Practical Completion Date OR [ANY OTHER APPLICABLE DATE]] for a contractual term of [TERM DETAILS];
 - (b) the sum to be inserted as the "Licence Fee" in the Licence to Occupy shall be the Licence Fee and the Licensee's liability to pay that sum shall commence on the Licence Fee Commencement Date;

- (c) [[ANY OTHER LICENCE TO OCCUPY PROVISIONS TO BE INSERTED INTO THE LICENCE TO OCCUPY ON COMPLETION THAT NEED TO BE SET OUT IN THE AGREEMENT FOR LICENCE TO OCCUPY].]
- 17.4 [On completion, the Licensee shall pay to the Licensor: [SPECIFY].]
- 17.5 If completion is delayed due to the Licensee's default or the Licensee fails to pay any sum due under this agreement in full on completion, the Licensee shall pay interest in addition to damages for losses incurred by the Licensor as a result of the delayed completion. The interest shall be payable at the Contract Rate on any unpaid amount for the period from the Licence to Occupy Completion Date to the date of actual payment.
- 17.6 Condition 9.7 is amended to read: "The Licensee is to pay the money due on completion by Electronic Payment".
- 17.7 Condition 10.3 does not apply to this agreement.

18. [Registration

- 18.1 The Licensee may [note **OR** register] this agreement by way of a [unilateral notice **OR** C(iv) Land Charge] against the [Licensor's title **OR** Licensor's name].
- 18.2 The Licensee is not permitted to:
 - (a) note this agreement against the Licensor's title at HM Land Registry by way of an agreed notice; or
 - (b) send this agreement or a copy of it to HM Land Registry.
- 18.3 On the earlier of the completion of the Licence to Occupy or termination of this agreement, the Licensee shall:
 - (a) immediately cancel all entries relating to this agreement registered against the [Licensor's title **OR** Licensor's name]; and
 - (b) promptly notify the Licensor when such application has been completed.]
- 18.4 [On completion, the Licensor shall hand over to the Licensee forms EX1 and EX1A together with an edited certified copy of the Licence to Occupy. The Licensee undertakes to [forward these documents **OR** procure that these documents are forwarded] to HM Land Registry simultaneously with the Licensee's own application for [registration **OR** noting] of the Licence to Occupy.]

19. VAT

- 19.1 Each amount stated to be payable under or pursuant to this agreement is exclusive of VAT (if any).
- 19.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this agreement, the paying party shall pay to the other party an amount equal to that VAT.
- 19.3 Condition 2 does not apply to this agreement.

20. Entire agreement

- 20.1 This agreement and the documents annexed to it constitute the entire agreement between the parties and supersede and extinguish all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to their subject matter.
- 20.2 The Licensee acknowledges that:
 - (a) in entering into this agreement and any documents annexed to it the Licensee does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
 - (i) set out in this agreement or the documents annexed to it; or
 - (ii) contained in any Written Replies; and
 - (b) no representation or warranty is given or is to be implied by:
 - (i) the Licensor entering into this agreement; or
 - (ii) any step taken by or on behalf of the Licensor in connection with this agreement

as to the suitability of the Property [or the building of which it forms part] for the Works.

20.3 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

21. Joint and several liability

21.1 Where a party to this agreement comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this agreement. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

21.2 Condition 1.2 does not apply to this agreement.

22. Notices

- 22.1 Any notice given under this agreement must be in writing [and signed by or on behalf of the party giving it].
- 22.2 Any notice or document to be given or delivered under this agreement [may **OR** must] be:
 - (a) delivered by hand; [or]
 - (b) sent by pre-paid first class post or other next working day delivery service[; or **OR** .]
 - (c) [sent through the document exchange (DX)[; or **OR** .]]
 - (d) [sent by fax.]
- 22.3 Any notice or document to be given or delivered under this agreement must be sent to the relevant party as follows:
 - (a) to the Licensor at:

[ADDRESS]

[DX: [DX NUMBER]]

[Fax: [FAX NUMBER]]

marked for the attention of: [NAME/POSITION]

or at the Licensor's Conveyancer, quoting the reference [REFERENCE];

(b) to the Licensee at:

[ADDRESS]

[DX: [DX NUMBER]]

[Fax: [FAX NUMBER]]

marked for the attention of: [NAME/POSITION]

or at the Licensee's Conveyancer, quoting the reference [REFERENCE];

(c) [to the Guarantor at:

[ADDRESS]

[DX: [DX NUMBER]]

[Fax: [FAX NUMBER]]

marked for the attention of: [NAME/POSITION];]

or as otherwise specified by the relevant party by notice in writing to each other party.

- 22.4 Any change of the details in clause 22.3 specified in accordance with that clause shall take effect for the party notified of the change at [9.00 am] on the later of:
 - (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date [five] working days after deemed receipt of the notice.
- 22.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 22.6 Any notice or document given or delivered in accordance with clause 22.1, clause 22.2 and clause 22.3 will be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; [or]
 - (b) if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] working day after posting[; or **OR** .]
 - (c) [if sent through the DX, at [9.00 am] on the [second] working day after being put into the DX[; or **OR** .]]
 - (d) [if sent by fax, at the time of transmission provided that if transmission occurs before 9.00 am on a working day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.]
- 22.7 In proving delivery of a notice or document, it will be sufficient to prove that:
 - (a) a delivery receipt was signed [or that the notice or document was left at the address]; [or]
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service[; or OR .]

- (c) [the envelope containing the notice or document was properly addressed and was put in the DX[; or **OR** .]]
- (d) [the fax was properly addressed and transmitted.]
- 22.8 A notice or document given or delivered under this agreement shall not be validly given or delivered if sent by email.
- 22.9 Condition 1.3 does not apply to this agreement.
- 22.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Third party rights

- 23.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 23.2 Condition 1.5 is excluded from this agreement.

24. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Disclosed matters

[DETAILS OF MATTERS DISCLOSED UNDER clause 14.1(h).]



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Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF LICENSOR]	Director
Signed by [NAME OF	
DIRECTOR] for and on behalf of [NAME OF LICENSEE]	Director
[Signed by [NAME OF	
GUARANTOR]	[Guarantor OR Director]
OR	
Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF GUARANTOR]]	

ANNEX A Approved Documents in agreed form



ANNEX B Copy Building Contract OR Agreed form of Building Contract



ANNEX C [List of parties required to give Collateral Warranties]



ANNEX D [Agreed forms of Collateral Warranties]

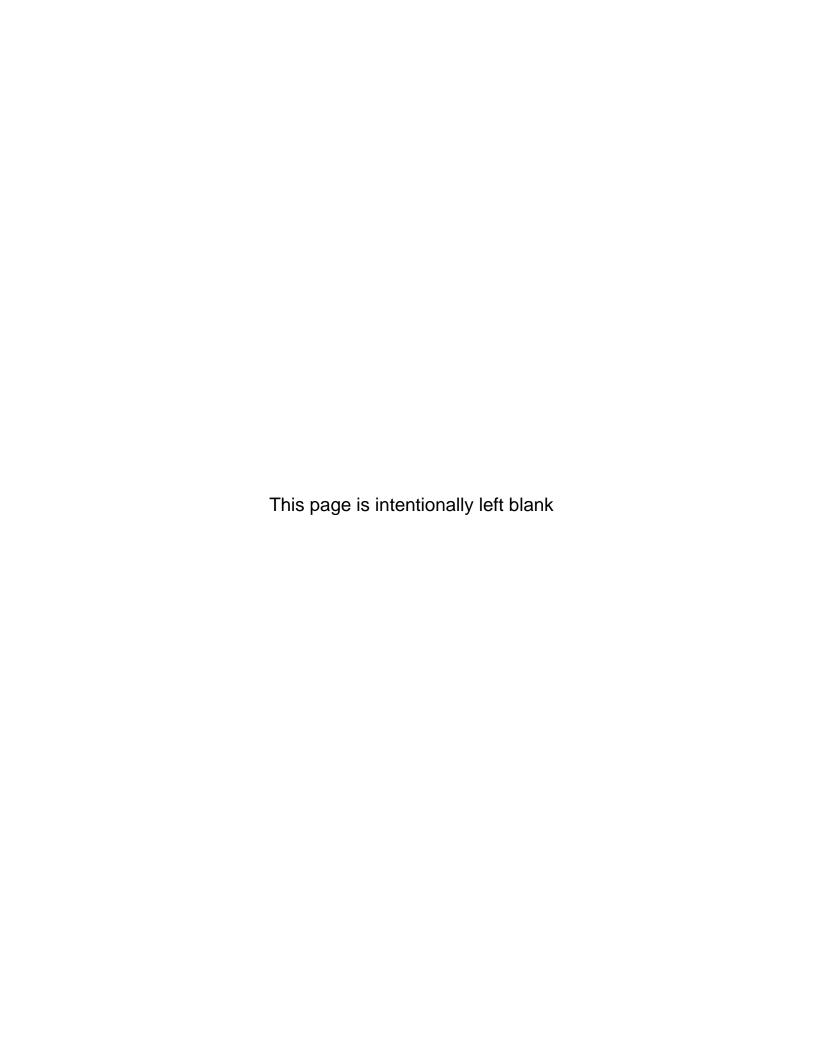


ANNEX E Agreed form of Licence to Occupy



ANNEX F Agreed form of Licence for Alterations





City of York Council

Equalities Impact Assessment

Who is submitting the proposal?

Directorate:	Adult Social Care	
Service Area:	Transformation Team	
Name of the proposal :	York Community Mental Health Hub	
Lead officer:	Kate Helme	
Date assessment completed:	22/10/2024	
Names of those who contributed to the	va acceptant i	

Names of those who contributed to the assessment

Name	Job title	Organisation	Area of expertise
Kate Helme	Community Mental Health Programme Manager	City of York Council	Project oversight, commissioning, partnership, codesign, workforce development
Savanna Thompson	Community Mental Health Project Manager	City of York Council	Project oversight, partnership, codesign, workforce development
Rachel Parker	System Change Lead	York mind	Voluntary sector, commissioning, local strategic context

Step 1 – Aims and intended outcomes

1.1 What is the purpose of the proposal?

Please explain your proposal in Plain English avoiding acronyms and jargon.

York's Mental Health Partnership was established in 2017 with a co-produced vision of a City where:

- we all feel valued by our community, connected to it, and can help shape it.
- We are enabled to help ourselves and others, build on our strengths, and can access support with confidence.
- We are proud to have a Mental Health Service that is built around our lives, listens to us, is flexible and responds to all our needs.

The partnership has secured NHS funding to adopt a partnership approach to mental health transformation, including the codesign, testing and setting up of a mental health hub model for York. This Project is entitled 'Connecting our City'.

One of the key priorities for the Project was to establish a mental health hub model for York modelled on the world-famous Trieste offer. The Trieste offer represents a relational approach that is embedded within the community, highly accessible and that balances the social and medical determinants of mental health. These hubs will offer a range of support in a flexible manner with a multi-agency team consisting of social workers, social prescribers, peer-workers, a co-production lead and core mental health professionals. Working as a multi-agency team they are able to be responsive, person-centred and enable early intervention to prevent a decline in mental health. The Hub supports a person to develop a network of community assets, tailored to their interests and needs, that will support them to be independent and thrive in their local communities.

The purpose of this proposal is to establish the interim commissioning arrangements for the voluntary sector elements of the mental health hubs as they expand from one to three across the City.

1.2 Are there any external considerations? (Legislation/government directive/codes of practice etc.)

This decision complies with both the **Health and wellbeing** and **Cost of Living** priorities within the 2023-2027 Council Plan. The project looks to improve access to mental health and wellbeing support, ensure open access, person centred and flexible support. Integrated models of care allow best use of resources, avoid duplication and avert more costly acute and crisis services. Offering flexible support within the community will increase accessibility for groups who are currently underrepresented within mental health services.

The model also seeks to address the **health inequalities** for people with a severe mental illness by improving access to physical health support, addressing the social determinants of mental health and building community connectedness.

Advice has been taken from both procurement and legal colleagues regarding compliance with the Contract Procedure Rules. Risk to the council is lower as the Contract Procedure Rule requirements for grants aren't as prescribed for the award of Grants as they are for the award of contracts.

The NHS England Community Mental Health Transformation Framework describes how the Long Term Plan's vision for a place-based community mental health model can be realised, and how community services should modernise to offer whole-person, whole-population health approaches, aligned with the new Primary Care Networks. The Connecting our City project is the City of York's approach to implementing this framework.

1.3	Who are the stakeholders and what are their interests?
	Primary partners: NHS Humber and North Yorkshire Integrated Care Board, Tees Esk Wear Valleys NHS FT, CYC Adult Social Care, York CVS, York Mind, York Carers Centre, Nimbuscare. All of the above have an interest in improving mental health and wellbeing in York. Most of the partners also have staff within the mental health hub. The hub also works with wider partners including CYC local coordinators, as well as housing, employment and benefits services who support with the wider social determinants that impact an individual's health.

.4	What results/outcomes do we want to achieve and for whom? This section should explain what outcomes you want to achieve for service users, staff and/or the wider community. Demonstrate how the proposal links to the Council Plan (2019- 2023) and other corporate strategies and plans.
	To improve the outcomes of those accessing mental health support in the city by providing support that is strength based, person centred delivered by a multidisciplinary team from partners across the system (health, social care, voluntary sector etc.). Working more collaboratively with partners, will enable a system approach to better supporting individuals with mental health needs and in turn, reduce the demand on services.
	The project will help support the council's plans to build resilient communities by fostering collective responsibility for mental health across the system, empowering the workforce to work collaboratively and in new ways to better meet the needs of the community. Ability to support cross sector working, will upskill our current workforce who will be equipped to deliver high quality mental health support and respond to the evolving needs of the community. Nurturing skills to meet the city needs are core elements of both the Skills and Economic strategies.
	.4

We aim to reducing health inequalities by decreasing mental health disparities among different social and economic groups providing targeted interventions in areas with high needs. Supported by data and health needs assessments we will identify priority areas and implement outreach opportunities in those communities.

This approach supports a number of ambitions outlined in the ten-year York Joint Health and Wellbeing strategy to build a collaborative health and care system, that promotes equality of health outcomes across the city and that prevents issues from escalating to 'avoid later harm'. Placing hubs in the heart of the community to aid recovery and offer support for those with multiple and complex needs also furthers the aims identified in the All-Age Commissioning strategy.

The project will measure outcomes via the following:

- Increase in ReQol score (Recovering Quality of Life a Patient Reported Outcome measure) for those accessing the hub
- Improvement in goal-based outcome measure for those accessing the hub.
- Improvement in ACQol scores (Adult Carer Quality of Life Questionnaire) for carers supported by the hub.
- Reduction in use of services such as crisis/inpatient for those using the hub
- Increased connectedness to communities
- Those accessing the hub reporting positive experiences as per the coproduced evaluation framework
- Longer term reduction in access to crisis services and A&E, reduction in inpatient admissions and readmissions, reduction in referrals to secondary care and those needing secondary care having quicker access to specialist support.

Step 2 – Gathering the information and feedback

What sources of data, evidence and consultation feedback do we have to help us understand the impact of the proposal on equality rights and human rights? 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.		
Source of data/supporting evidence	Reason for using	
Healthwatch report https://www.healthwatchnorthyorkshire.co.uk/report/2023- 07-25/publics-experience-mental-health-services https://www.healthwatchyork.co.uk/news/our-latest- report-breaking-point-a-recent-history-of-mental-health- crisis-care-in-york/	Helps to understand local experience of mental health services and identify areas for development/improvement to inform the project	
Neurodiversity and mental health survey	Has helped us to better understand the gaps in community based support for neurodiverse individuals and the priorities for developing support in these areas.	
Conversation cafe notes	We hold monthly conversation cafes for people who have accessed the hub and anyone who is interested in the developments. These sessions are directly informed by issues and questions that have arisen through the hub or the wider project. Ideas/views and outcomes from these meetings directly inform the hub team and the project.	

The Council Plan 2023 to 2027, One City, For All	Meets health and wellbeing and cost of living priorities
https://www.york.gov.uk/council-plan-1/one-city-2023-2027	
Hub Codesign output	We conducted an in-depth codesign process to inform the first mental health hub developments. We established a group of people with representation from a wide range of individuals with direct experience of mental ill health as well as practitioners from across health, social care and the voluntary sector. The principles and vision identified within these sessions continue to drive the developments of the mental health hub.
	We are now conducting a new codesign process with a group of individuals from the local acomb/holgate/westfield area representing the diverse community in this area. This process will help us to ensure the new 24/7 hub is designed in a way that is accessible and meets the needs of the local community.
Data/information on the Trieste Model	The York mental health hub model has been inspired by the Trieste model of mental health services which is recognised by the World Health Organisation. The Trieste Mental Health Department (MHD) is a public, community-based mental healthcare service of the Trieste Local Healthcare Agency, which aims to provide resources and encourage community-based health care services. MHD focuses on the elimination of discrimination, stigma and exclusion, as well as the

EIA 02/2021

Prototype Report	promotion of full and complete rights of citizenship for people with mental illnesses. Recognised for years as one of the most advanced public mental healthcare services in the world, the Trieste MHD continues to remain a leader in innovative approaches to mental healthcare aimed at the emancipation and social reintegration of persons suffering from mental disorders. This report analysed the impact and outcomes of the prototype mental health hub and the findings have informed the developments of this model moving
	forward.
York Local Health and Wellbeing Strategy 2022-2032, York Joint Health & Wellbeing Strategy	Details the health and wellbeing priorities for the city will be and how these will be addressed

Step 3 – Gaps in data and knowledge

3.1	What are the main gaps in information and u indicate how any gaps will be dealt with.	nderstanding of the impact of your proposal? Please
The me the lea hub ha openin offer. T unders	ental health hub model has been prototyped and rning from this implemented. However the current is only been open since June 2024 on a phased g and we have not yet established an out of hours. Therefore there are some gaps in our standing of impact for a Citywide offer and for the hours aspect of provision.	Action to deal with this We are continuing to gather data on impact of the current hub alongside feedback from those accessing support. This will be continuously monitored by the Joint Delivery Board. The NHSE 24/7 hub pilot has a national evaluation partner who will be supporting robust data gathering and evaluation as part of the pilot.

Step 4 – Analysing the impacts or effects.

4.1	Please consider what the evidence tells you about the likely impact (positive or negative) on people sharing a protected characteristic, i.e. how significant could the impacts be if we did not make any adjustments? Remember the duty is also positive – so please identify where the proposal offers opportunities to promote equality and/or foster good relations.				
Equality and Human	Groups Rights.	Key Findings/Impacts	Positive (+) Negative (-) Neutral (0)	• • •	

Age	Positive impact of the Mental Health Hubs on individuals: • The service is open to all aged 18 and upwards. The recommendations of the executive report are intended to Improve the quality of life and independence for those impacted by mental illness within York; and achieve a sustainable model across the system. Mitigation: There will not be any changes to the eligibility criteria based on age, with work ongoing to look at transitions for young people into adult services. The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations. All services commissioned and delivered under the Connecting Our Project are available for adult residents of York and are reviewed on a quarterly basis by the project steering group (partners from across the system). The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.	Positive (+)	Low (L)
Impairment	There are no barriers to accessing the hubs and we follow the NHS England principle of 'all means all'. A flexible, open access approach to mental health support should positively impact people with a mental illness, learning disability, autism, physical and sensory impairments, substance use disorder and long term condition. The Project has established working groups to focus on areas such as neurodiversity and mental health and physical health and seeks to ensure that hub developments are informed by the learning. The hub	Positive (+)	High (H)

team work holistically with an individual to understand their needs, goals and wishes and adapt support accordingly. The hub offer is flexible and can adapt depending on people's needs.

The hub model is underpinned by a number of core working principles which shape its systems, working practices and approach. This includes a commitment to relational and compassionate working that treats all people with dignity, equality and respect. A variety of informal and formal feedback mechanisms and governance structures are in place to ensure the quality of service delivery is maintained, that the working principles are being adhered to and that any needs for improvement are promptly addressed. (See section 5.1)

The recommendations of the executive report are intended to improve the effectiveness and accessibility of mental health support to residents in the city and enable better data collection to understand the positive impact and address negative impact in service delivery.

Mitigation:

Engagement with people with impairment in the co-design process of the mental health hub, ensuring their voices are heard in shaping services. Establish a mechanism for ongoing consultation with disabled service users to refine services over time. This could include attending conversation cafes. All levels of engagement will be appropriately adapted to ensure involvement and accessibility.

A communications plan will be developed to include multiple formats and ensure all materials are accessible for the individual, carers and support network which will be regularly updated. Accessibility is factored into which physical locations are selected for the hubs.

The project governance structure will enable continual improvement of service and identify improvements from data captured and formal

	feedback mechanisms to ensure service provision aligns with the model expectations. All services commissioned and delivered under the Connecting Our Project are available for adult residents of York and are reviewed on a quarterly basis by the project steering group (partners from across the system). The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		
Gender	The service will continue to provide a person-centred approach to take into account individual needs. Any gender may require support for similar needs and issues which they need support with, the provision does not include priority need based on gender. Mitigation: There will not be any changes to the eligibility criteria based on sex. There will be consideration of personal choice regarding pronouns for the individual supported and for Hub staff supporting individual. The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations. All services commissioned and delivered under the Connecting Our Project are available for adult residents of York and are reviewed on a quarterly basis by the project steering group (partners from across the system).	Positive (+)	Low (L)
	The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		

Gender	No specific detrimental impact upon individuals undergoing gender	Positive (+)	Medium (M)
Reassignment	dysphoria or reassignment. Culturally appropriate services will be delivered by the Hub team and providers.		
	Mitigation: Ensure that service use by individuals who have undergone gender reassignment or identify in another way than their assigned sex at birth is monitored, to understand their experience and health outcomes. Track metrics such as satisfaction, mental health improvements, and accessibility issues. Proactively engaging the mental health hub team in LGBTQIA+ gender reassignment communities, ensuring they are aware of the services available, feed into the developments to ensure the offer is inclusive and feel encouraged to access them.		
	Ensure that the mental health hub has clear policies against discrimination based on gender identity or gender reassignment. These policies should protect both staff and service users from transphobia or harassment.		
	The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations.		
	All services commissioned and delivered under the Connecting Our Project are available for adult residents of York and are reviewed on a quarterly basis by the project steering group (partners from across the system).		
	The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		
Marriage and civil partnership	The service will continue to provide a person centred approach to take into account individual's needs. This includes putting in place support arrangements that wrap around the individual and partners, that are	Positive (+)	Low (L)

	tailored to their needs and that facilitates more seamless engagement with wider services where required – including wider health care, marital and civil partnership support where needed. The recommendations of the executive report are intended to Improve the quality of life and independence for those impacted by mental ill health within York; and enable future developments within the wider service provision to achieve a sustainable model across the system. Mitigation: The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations. All services commissioned and delivered under the Connecting Our City Project are available for adult residents of York and are reviewed on a quarterly basis by the project steering group (partners from across the system). The Council will comply with all relevant and forthcoming legislation,		
Pregnancy and maternity	Equalities Act 2010, Human Rights Act 1998. The service will continue to provide a person-centred approach to take into account individuals' needs. This includes putting in place support arrangements that wrap around the individual, that are tailored to their needs and that facilitate more seamless engagement with wider services where required – including wider health care, pregnancy and maternity services where needed. The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations.	Positive (+)	Low (L)

	The hub model is underpinned by a number of core working principles which shape its systems, working practices and approach. This includes a commitment to relational and compassionate working that treats all people with dignity, equality and respect. A variety of informal and formal feedback mechanisms and governance structures are in place to ensure the quality-of-service delivery is modelled, that the working principles are being adhered to and that any needs for improvement are promptly addressed. (See section 5.1) The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		
Race	Positive impact of the mental health hub and no specific detrimental impact upon individuals related to ethnicity or race issues is anticipated. The service will provide a person-centred approach to take into account the individual's needs. This protected group are often subject to discrimination and are often underrepresented within traditional mental health services due to barriers to access or cultural stigma relating to mental health. This can include: • New refugees and asylum seekers • York Gypsy and Traveller communities • Black and Racially Minoritised Communities • People with English as a second language The recommendations of the executive report are intended to improve the accessibility and flexibility of mental health support and should therefore have a positive impact. The project is also investing in local voluntary and community groups that represent some of these communities for example the York	Positive (+)	High (H)

	Travellers Trust. Working in partnership with groups such as these will support the accessibility of the hub model. Mitigation: The project governance structure will enable continual improvement of service and identify improvements from data captured and formal feedback mechanisms to ensure service provision aligns with the model expectations. The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998. The hub model is underpinned by a number of core working principles which shape its systems, working practices and approach. This includes a commitment to relational and compassionate working that treats all people with dignity, equality and respect. A variety of informal and formal feedback mechanisms and governance structures are in place to ensure the quality of service delivery is maintained, that the working principles are being adhered to and that any needs for improvement are promptly addressed. (See section 5.1)		
Religion and belief	The service will continue to provide a person centred approach to take into account the individual's needs. No specific detrimental impact upon individuals related to religion or belief issues is anticipated. Mitigation: Service specifications for all partners involved include a requirement for services to work with people with a range of needs including issues of diversity. All partners and staff working within the hub will be expected to support and match individuals' cultural needs such as language and support to access religious activities/requirements.	Positive (+)	Low (L)

	The hub model is underpinned by a number of core working principles which shape its systems, working practices and approach. This includes a commitment to relational and compassionate working that treats all people with dignity, equality and respect. A variety of informal and formal feedback mechanisms and governance structures are in place to ensure the quality of service delivery is modelled, that the working principles are being adhered to and that any needs for improvement are promptly addressed. (See section 5.1) The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		
Sexual orientation	The service will continue to provide a person-centred approach to take into account the individual's needs. This protected group are often subject to discrimination and there is a risk that they would be disproportionately affected by a change in care away from agencies and individuals based within the hub with whom they have built up trust.	Positive (+)	High (H)
	Mitigation: Service specifications for partners who work within the hub include a requirement for services to work with people with a range of needs including issues of diversity. Transition arrangements will consider any individual need in relation to diversity and continuity of care will be actively considered as care packages are put in place.		
	The hub model is underpinned by a number of core working principles which shape its systems, working practices and approach. This includes a commitment to relational and compassionate working that treats all people with dignity, equality and respect. A variety of informal and formal feedback mechanisms and governance structures are in place to ensure		

	the quality of service delivery is modelled, that the working principles are being adhered to and that any needs for improvement are promptly addressed. (See section 5.1) The Council will comply with all relevant and forthcoming legislation, Equalities Act 2010, Human Rights Act 1998.		
Other Socio- economic groups	Could other socio-economic groups be affected e.g. carers, ex-offenders, low incomes?		
including:			
Carer	Positive impact of the mental health hub model on unpaid carers. Carer support is embedded within the multi-agency hub team. A key part of the hub developments has been about recognising the vital role carers play within someone's life and their care and support. Significant culture change has taken place within the offer to ensure that carers are actively identified and supported.	Positive	High
Low income groups	The location of the 24/7 hub has been identified on the basis of data on levels of deprivation in the city, where the inequalities are most stark. Furthermore, it is envisaged that through effective use of population health data that the centre will have a measurable impact on both physical & mental health outcomes with a level of community surveillance. One example of this is for self-harm, which is more prevalent in areas of deprivation in the city.	Positive	High
Veterans, Armed Forces Community	A key part of the Hub development is around providing trauma- informed care, which will support Veterans that may have experienced trauma related to their military service. Veterans often face challenges when transitioning from military to civilian life, which can lead to feelings of isolation, loss of purpose, or identity crises. The hub will provide support that helps veterans navigate this transition, including social prescribing, peer support, and carer support for their wider support network.	Neutral	Low (L)

Other	A dedicated co-production lead is in place to work in conjunction with wider partners, from probation services to organisations that support communities where health inequalities are particularly prevalent, such as the Traveller's Trust. This ensures those accessing their services are aware of the hub offer, that any barriers ot engagement are identified and addressed and that their needs are factored into the ongoing review and design.	
Impact on human rights:		
List any human rights impacted.	 The City of York Council and the York Human Rights City Steering Group established the Human Rights and Equalities Board with a remit to: provide strategic direction for the council's human rights and equalities work tackle the issues raised within the York Human Rights City Indicator Report Any services being developed and put in place to provide person centred care must adhere to these principles. Insights and findings from the hub provision and users of the service will be fed back to the Human Rights and Equalities Board. In turn, recommendations from the York Human Rights indicator reports will continue to be reviewed and applied. 	

Use the following guidance to inform your responses:

Indicate:

- Where you think that the proposal could have a POSITIVE impact on any of the equality groups like promoting equality and equal opportunities or improving relations within equality groups

- Where you think that the proposal could have a NEGATIVE impact on any of the equality groups, i.e. it could disadvantage them
- Where you think that this proposal has a NEUTRAL effect on any of the equality groups listed below i.e. it has no effect currently on equality groups.

It is important to remember that a proposal may be highly relevant to one aspect of equality and not relevant to another.

High impact (The proposal or process is very equality relevant)	There is significant potential for or evidence of adverse impact The proposal is institution wide or public facing The proposal has consequences for or affects significant numbers of people The proposal has the potential to make a significant contribution to promoting equality and the exercise of human rights.
Medium impact (The proposal or process is somewhat equality relevant)	There is some evidence to suggest potential for or evidence of adverse impact The proposal is institution wide or across services, but mainly internal The proposal has consequences for or affects some people The proposal has the potential to make a contribution to promoting equality and the exercise of human rights
Low impact (The proposal or process might be equality relevant)	There is little evidence to suggest that the proposal could result in adverse impact The proposal operates in a limited way The proposal has consequences for or affects few people The proposal may have the potential to contribute to promoting equality and the exercise of human rights

Step 5 - Mitigating adverse impacts and maximising positive impacts

- Based on your findings, explain ways you plan to mitigate any unlawful prohibited conduct or unwanted adverse impact. Where positive impacts have been identified, what is been done to optimise opportunities to advance equality or foster good relations?
 - Diversity and inclusion training for current and new staff, this includes unconscious bias, cultural competency, and inclusive communication. This ensures all services delivered as part of the project are respecting the unique needs of all community members.
 - Equal access to support has been embedded within the project deliverables to ensure all community members have equal access to mental health support, who fit within eligibility criteria. This includes outreach to marginalised groups, offer of support within identified safe spaces for the individual, attending groups within the community and offering a range of ways to access information or support.
 - Investment in VCSE who have strong connections with marginalised communities. They adopt tailored, accessible approaches to ensure the communities they are working with can access support that meets their needs e.g. York Travellers Trust. Potential impact of this could be more people accessing support which had been previously underrepresented.
 - The project reports to the York Mental Health partnership, which forms part of an enhanced governance structure, with partnering organisations and lived experience representation. The structure has clear processes of escalation to foster positive relationships within the system and is regularly monitored to reflect the developments within the project.
 - Development of volunteer opportunities for individuals who have benefited from mental health support to give back, share their experiences, and assist others in similar situations. This includes the development of a peer support programme that engages members of the community with lived experiences of mental ill health to have paid opportunities to provide peer-led support groups and 1-1 sessions.

Step 6 – Recommendations and conclusions of the assessment

- 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. There are four main options you can take:
 - No major change to the proposal the EIA demonstrates the proposal is robust. There is no potential for unlawful discrimination or adverse impact and you have taken all opportunities to advance equality and foster good relations, subject to continuing monitor and review.
 - **Adjust the proposal** the EIA 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 under the
 duty
 - **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.

Important: If there are any adverse impacts you cannot mitigate, please provide a compelling reason in the iustification column.

,	
Option selected	Conclusions/justification

No major change to the proposal	The impacts from the proposals are expected to be positive

Step 7 – Summary of agreed actions resulting from the assessment

1.1 What action, by whom, will be undertaken as a result of the impact assessment.				
Impact/issue	Action to be taken	Person responsible	Timescale	
Need to ensure that data is gathered on the impact of the hub on protected characteristics and marginalised groups.	Ensure that robust data is gathered to help us to understand impact both from commissioned providers directly and via the hub recording system.	Kate Helme	Ongoing	

Step 8 - Monitor, review and improve

8. 1 How will the impact of your proposal be monitored and improved upon going forward? Consider how will you identify the impact of activities on protected characteristics and other marginalised groups going forward? How will any learning and enhancements be capitalised on and embedded?

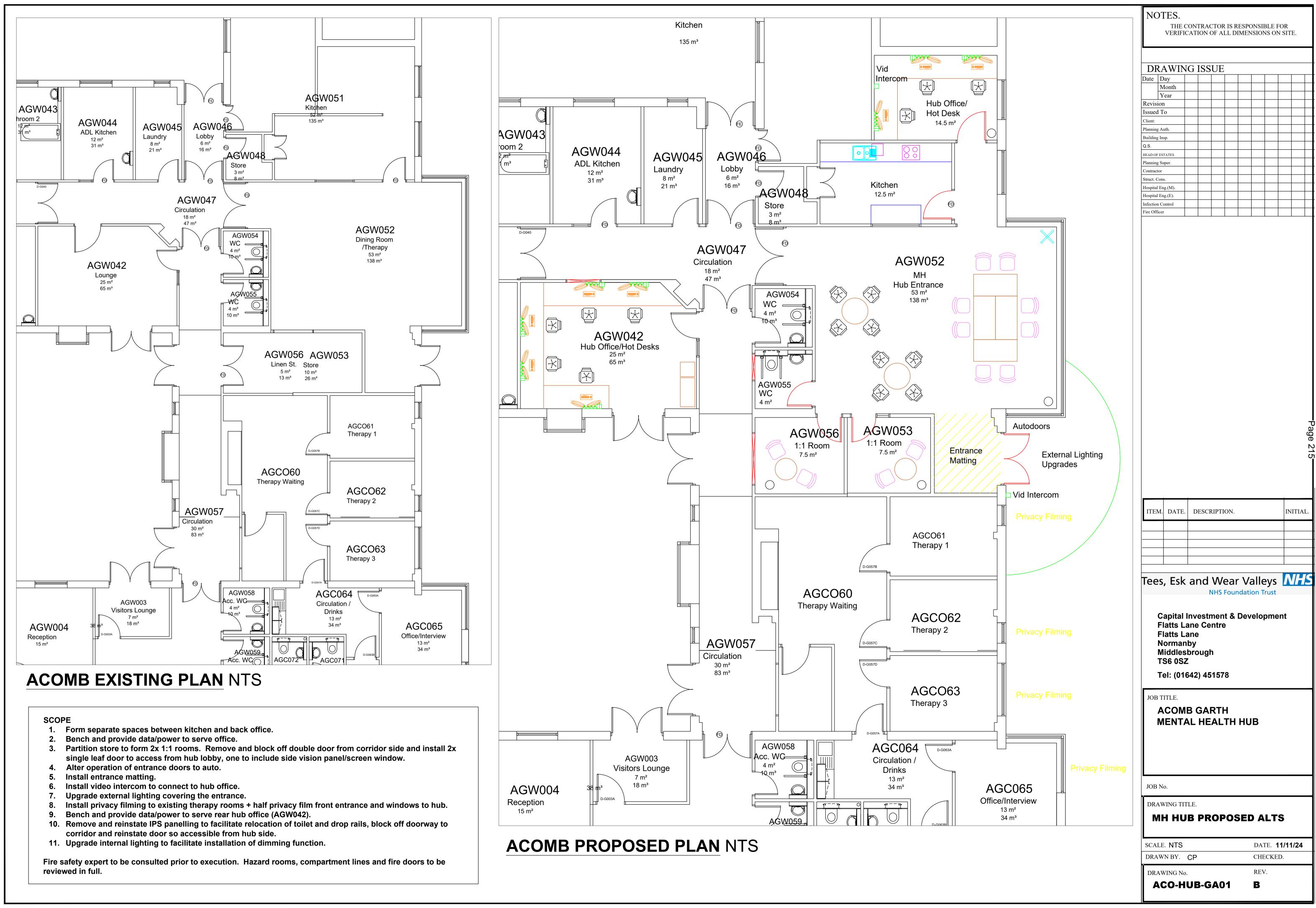
The mental health hub model will continue to be closely evaluated to measure outcomes and impact and equalities information will be a part of this data collection. Commissioned providers report quarterly to the connecting our city steering group.

The hub model approach is a reflective one which continually evolves on the basis of learning, reflective practice and the regular feedback from hub users and the monthly conversation cafes. All employers within the hub are committed to ongoing continuing professional development for staff.

The project is supported by the Innovation Unit, a national social enterprise who provide external expertise and capacity as well as impartial evaluation and service design support informed by national best practice.

The hub team is overseen by a Hub Manager who reports to the Joint Delivery Board on a monthly basis.

The Joint Delivery Board sits alongside the Connecting our City Steering group which meets on a monthly basis to monitor the progress of the wider project as a whole. Findings are fed back to the Mental Health Partnership which maintains governance and oversight and which in turn reports to the York Health and Care Place Board. That way, any learning can be embedded both at service and strategic level and shared with wider partners where relevant.



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Meeting:	Combined Executive Member Decision Session
Date:	1 July 2025
Report by:	Chief Strategy Officer
Portfolio holder:	Executive Member, Environment and Climate Emergency

Decision Report: Strategic Partner Endorsement of the White Rose Forest Strategic Plan 2025-50

Subject of this report

1. The purpose of this report is to note that a new Strategic Plan has been developed and approved by the White Rose Forest (WRF) partnership, and to seek City of York Council's endorsement as a strategic partner.

Recommendations

- 2. The Executive member is recommended to:
 - a) Note that a new WRF Strategic Plan 2025-50 has been developed and approved by the WRF partnership and to formally endorse it, demonstrating City of York Council's support.
 - b) Note how the Council can play its part in successful delivery of the Strategic Plan with reference to the priorities and targets for York.
 - c) Note the progress made to date towards York's priorities and targets.

Background

- 3. The WRF is the Community Forest for North and West Yorkshire. A partnership of local and combined authorities, National Park authorities and national landscape organisations, Department for Environment, Food & Rural Affairs (Defra) organisations, alongside national, regional and local charities, businesses and community enterprises.
- 4. The WRF is not a single 'forest', but the network of all trees, woods and forests across North and West Yorkshire, including trees in gardens and on residential streets, in town and city centres, along transport routes, in parks and green spaces, by rivers, canals and lakes, on farmland and in the countryside.
- 5. The WRF Strategic Plan 2025-50, see Appendix 1, is the long-term strategic document governing development of the WRF, setting out the partnership's vision,

- aspirations and targets for tree and woodland establishment and management in North and West Yorkshire.
- 6. Its purpose is influencing/advocating, profile raising and securing commitment, plus being used as the basis for bidding for and directing the use of resources. Its principal audience is therefore local political/business leaders, funders (including government) and partners.
- 7. The partnership has progressed the development of a new Strategic Plan over the last 18 months, with the process now completed with the approval of the WRF Strategic Plan 2025-50 by the partnership's Strategic Board on 26 March 2025.

White Rose Forest Strategic Plan 2025-50 vision and objectives

- 8. The WRF Strategic Plan 2025-50 builds on the foundations of the WRF Action Plan 2021-25 and experience and learning of the partnership over recent years. It creates an umbrella strategy for North and West Yorkshire, which accommodates more bespoke strategies/plans/actions at a local level and establishes a structure for more detailed action planning.
- 9. The Strategic Plan articulates the broad and diverse benefits (environmental, economic & social) of trees and woodland and emphasises the concept of an extensive network of all trees and woodland across North and West Yorkshire and wanting to expand, improve and better connect this. It broadens the aims and objectives to reflect the current priorities, making these more obvious (e.g. nature recovery, woodland management, community engagement, accessibility, partnership).
- 10. The Strategic Plan demonstrates the level of ambition for the WRF area and what could be possible in 25 years and highlights that everyone has a part to play and how the partnership will work together to deliver on the ambition.
- 11. The Strategic Plan expresses the partnership's long-term direction and level of ambition through a Vision: "The White Rose Forest partnership is leading landscape transformation in North and West Yorkshire, creating a vast and varied treescape that connects and permeates our towns/cities and countryside. Our work has made our region more prosperous and resilient to a changing climate, improved health & wellbeing and supported nature recovery." and a set of Strategic Objectives (and associated targets):
 - Expand the area of trees and woodland and improve connectivity.
 - Protect and restore more trees and woodland.
 - Engage more people, communities and businesses in the planning, designing, planting, management and use of trees and woodland.
 - Promote the transformative role of trees and woodland.
 - Grow the impact and sustainability of the White Rose Forest partnership.
- 12. The WRF Strategic Board is now seeking endorsement of the Strategic Plan 2025-50 from strategic partners, to raise the profile of the WRF and the partnership's new

- Strategic Plan, and to demonstrate strategic partner support for its long-term direction and ambition.
- 13. Trees and woodland are one of the most effective nature-based solutions for adapting to climate change and providing habitat to protect and enhance biodiversity. Due to this and the societal benefits, there is also strong public support for more trees and woodland.
- 14. Successful delivery of the Strategic Plan will provide a wide range of direct and indirect (and often multiple) benefits for: business; the environment; nature; and communities.

Linkage with existing Strategies and Plans

- 15. The WRF Strategic Plan 2025-50 links to the following Council strategies and plans:
 - Local Plan and emerging Supplementary Planning Documents creating greener and more sustainable places
 - Climate change strategy and action plan sequestering residual carbon and mitigating urban heat and flooding through nature-based solutions
 - Health and wellbeing strategy including access to green space, improved air quality, and more resilient health related buildings and services through naturebased solutions
 - Economic strategy making York an attractive place to live, work and invest
 - Emerging Local Nature Recovery Strategy protecting and enhancing nature.

How City of York Council can support successful delivery of the WRF Strategic Plan 2025-50

- 16. The Council has an ambition to see York's tree canopy cover rise from 10.8% to 13% by 2050 to support nature recovery, climate resilience and access to green space (see Background papers below).
- 17. Alongside new tree planting, the Council seeks to protect and restore York's trees and woodland through active management and community engagement, with a focus on risks such as ageing stock, climate resilience and disease. Work to enhance York's flood resilience includes nature-based solutions and natural flood management in the Swale, Ure, Nidd and Ouse (SUNO) catchments to 'slow the flow'. These goals and actions form the basis of the Council's contribution to the WRF Strategic Plan 2025-50, as set out on page 16 of Appendix 1.
- 18. The Council has made a significant contribution to WRF regional targets in recent years. In 2020, the Council initiated the award-winning York Community Woodland project which, through a partnership with Forestry England, has seen circa 200,000 new trees and shrubs planted on a 79-hectare peri-urban site in the west of the city. This will deliver multiple ecosystem service and community benefits including the storing of circa 18,500 tonnes of CO2e towards the Council's net zero goal.
- 19. More recently, the Council has planted circa 5,300 trees as part of the York Green Streets initiative, exceeding a Council Plan commitment to plant 4,000 trees by 2027. These trees, supported by £430,000 of external grant funding, will deliver long-term

ecosystem service value, including improved access to green space, biodiversity gain, carbon sequestration and health and wellbeing benefits. Almost 80% of trees planted are in areas rated as 'high' and 'moderate' priority for tree cover according to the Woodland Trust and within sixteen of York's 21 wards. Over 100 volunteers helped with tree planting.

20. The aspirations of the WRF Strategic Plan require significant land for tree planting and woodland creation, far beyond that owned or managed by City of York Council therefore the Council will work with others in the WRF partnership, subject to resources being available, to engage with landowners and managers across our area to identify and utilise sites. To this end, the Council is working with the York Sustainability Leaders Group to promote the transformational role of trees and woodland, and it will seek to monitor partner contributions to new tree planting so these can be fed into the WRF 'delivery pipeline and count towards York's overall canopy target. The Council will continue to manage its tree assets in line with the agreed Arboricultural policy.

Engagement and Consultation in WRF Strategic Plan development

Stakeholders

- 21. The WRF partnership led on the development of the Strategic Plan 2025-50 and hence the engagement of stakeholders, which has taken place throughout the Strategic Plan development process, in many ways, facilitating place and thematic input, including from:
 - WRF District Groups
 - Catchment Partnership workshops
 - Green Streets workshop
 - Ancient Woodland sub-group
 - Local Nature Recovery Strategy (x2) involvement
 - Community Engagement project
 - Data and Mapping workshops
- 22. A formal Stakeholder Engagement survey ran from 4 December to 17 January 2025, comprising a small number of open prompt questions to provide a high-level structure for free text feedback on a Summary Strategic Plan produced as the basis for engagement, with responses received from a good range of stakeholders.
- 23. Considerable support for the Summary was expressed, with it aligning well the stakeholder policies, strategies and plans. Stakeholders raised many useful suggestions for how the strategic plan could be further developed / enhanced, which have all been considered in finalising the Strategic Plan.
- 24. All respondents confirmed they felt a degree of alignment between the Summary Strategic Plan and their policies, strategies and plans, with almost half indicating full alignment.
- 25. All respondents confirmed support for the long-term direction and level of ambition, as articulated in the vision and targets, with over 70% indicating full support.

Public

- 26.A Public Engagement survey ran from 6 to 28 January 2025, comprising a number of multiple choice or rating / ranking type questions, with just over 300 responses received.
- 27. This has helped raise the profile of the WRF and confirmed public support for the proposed long-term direction, level of ambition and approach outlined in the Summary WRF Strategic Plan. In addition, it has provided some useful input on the value the public place on trees and woodland and what they would like to see prioritised in the future. Finally, contact details have been provided by 153 respondents who would like to be contacted regarding the work of the WRF and the opportunities to get involved in the future, supporting ongoing community engagement. Some key findings were:
 - Respondents overwhelmingly agreed (93% strongly agree or agree) that we need more trees and woodland in North and West Yorkshire
 - Many more respondents thought that trees and woodland close to where they live had declined (40%) rather than improved (25%) in the last 5 years
 - Respondents overwhelmingly supported the long-term direction and level of ambition outlined in the Summary Strategic Plan (91% Strongly support or Support)

Internal

28. Members of the York Sustainability Leaders group were invited to comment on a Draft version of the WRF Strategic Plan 2025-50. This is a group made up of key anchor institutions and a range of City of York Council officers representing different service areas.

Options

- 29. The options considered for recommendation are:
 - To endorse the WRF Strategic Plan 2025-50
 - To not endorse the WRF Strategic Plan 2025-50
- 30.By endorsing the WRF Strategic Plan 2025-50, City of York Council will be demonstrating its support for the WRF partnership and the long-term direction and level of ambition of its Strategic Plan.

Organisational Impact and Implications

• **Financial** - There are no direct financial implications of endorsing the WRF Strategic Plan 2025-50 for City of York Council. The WRF Agreement, of which the Council is a signatory, is clear that there will be no obligation on any signatory to make an annual financial contribution, although voluntary contributions can be made. The

WRF Agreement signatories have committed to working collectively, collaboratively and in good faith towards securing and accessing funds for the delivery of the Strategic Plan and associated 5-yearly Action Plans. The WRF partnership will take a pro-active approach to securing funding, exploring and developing a broad range of options and will do so in a co-ordinated manner to optimise outcomes. The Strategic Plan will help coordinate and prioritise resources to maximise resource efficiency. The WRF partnership delivers significant financial benefits, enabling the Council to access external funding to deliver local priorities, reducing the burden on its resources.

- Human resources For City of York Council to effectively support the delivery of the Strategic Plan dedicated human resource will be required. This will be through the utilisation of existing resource and any potential additional resource when funding becomes available.
- **Legal** There are no direct legal implications of endorsing the WRF Strategic Plan 2025-50. City of York Council is a signatory to the WRF Agreement, and as such is a member of the Strategic Board which approved the WRF Strategic Plan 2025-50, on behalf of the partnership.
- **Procurement -** There are no implications directly arising from this report.
- **Health and wellbeing** There are no implications directly arising from this report. Trees and green space make a positive contribution to health and wellbeing.
- **Environment and climate action** Trees and woodland are one of the most effective nature-based solutions for adapting to climate change and providing habitat to protect and enhance biodiversity. They also play a role in offsetting carbon emissions and supporting our transition to net zero carbon.
- Affordability There are no implications directly arising from this report.
- **Equalities and human rights** There are no implications directly arising from this report.
- **Data protection and privacy** There are no implications directly arising from this report.
- Communications Endorsing the White Rose Forest Strategic Plan 2025–50 presents a valuable opportunity for the Council to demonstrate leadership in climate action, community resilience, and regional collaboration. Communications should clearly articulate York's role within the broader landscape transformation effort, celebrating achievements like York Community Woodland and Green Streets, while aligning messages with the Council's climate, health, and economic strategies. The plan's strong public backing and emphasis on partnership offer a platform to amplify citizen engagement, reinforce York's environmental credentials, and position the Council as a key enabler of long-term change, without overcommitting resources. Strategic, consistent messaging will be essential to maintain trust, galvanise action, and attract future funding.
- **Economy** There are no implications directly arising from this report.

Wards Impacted

Not applicable

Contact details:

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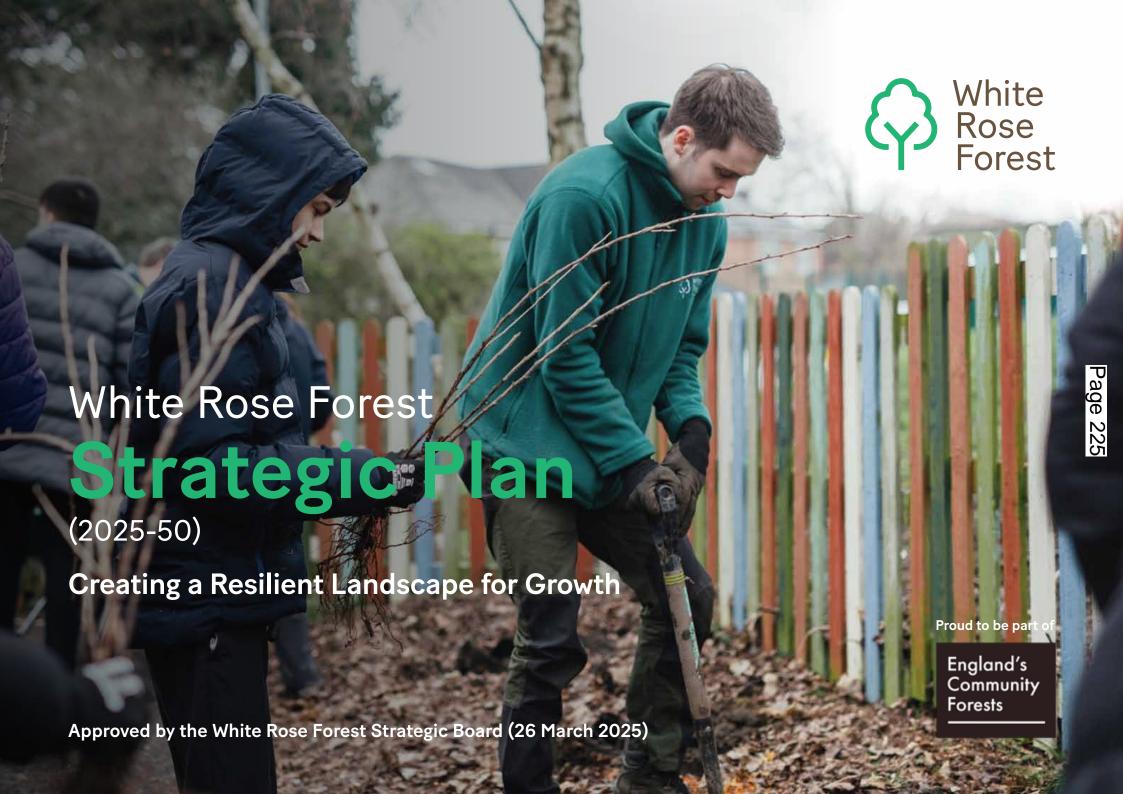
Background papers and references

• City of York Tree Canopy Expansion Target Report – Executive Member Decision Session, Environment and Climate Emergency 21 May 2021

Appendices

Appendix 1: White Rose Forest Strategic Plan 2025-50





The White Rose Forest Strategic Plan (2025-50) is the long-term strategic document governing development of the White Rose Forest, setting out the vision, aspirations and targets for tree and woodland establishment and management in North and West Yorkshire. As such, it provides the overarching tree and woodland strategy for North and West Yorkshire. It will be delivered through a series of five-year Action Plans, which will provide more detail on funding, delivery programmes, actions and interim targets for that period of the Strategic Plan.





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The White Rose Forest Strategic Plan (2025-2050)



Our Vision for 2050

The White Rose Forest partnership is leading landscape transformation in North and West Yorkshire, creating a vast and varied treescape that connects and permeates our towns/cities and countryside. Our work has made our region more prosperous and resilient to a changing climate, improved health & wellbeing and supported nature recovery.

Our Partnership

The White Rose Forest is the Community Forest for North and West Yorkshire. A partnership of local and combined authorities, national park authorities and national landscape organisations, Department for Environment, Food & Rural Affairs (Defra) organisations, alongside national, regional and local charities, businesses and community enterprises.



woodland

www.whiteroseforest.org

per year

sector sources

The White Rose Forest

The White Rose Forest is the Community Forest for North and West Yorkshire and is the largest of England's Community Forests.

The White Rose Forest is not a single 'forest', but the network of all trees, woods and forests across North and West Yorkshire, including trees in gardens and on residential streets, in town and city centres, along transport routes, in parks and green spaces, by rivers, canals and lakes, on farmland and in the countryside.

The White Rose Forest partnership was established on 1st August 2000. Over the first 25 years, the partnership has continued to innovate, adapting to help meet the challenges and concerns of the time. Interest and support for tree planting and woodland creation has gained significant momentum across the country since 2020. The White Rose Forest partnership has been at the forefront of this programme with over 2.5 million trees being planted across over 2,000 hectares of land (about 2,800 football pitches) from 2020/21 to 2024/25.

This Strategic Plan builds on that foundation and momentum and sets out the partnership's direction for the next 25 years.

England's Community Forests

England's Community Forests is the leading woodland creation force in the country. A diverse and growing network of 15 unique Community Forests working to help nature recover and regenerate the landscapes in and around our largest towns and cities, we are ensuring that trees and woodlands are at the very heart of communities up and down the country, unlocking countless benefits for people and planet. We work together to support each other and amplify our voice nationally.



Place

The network of all trees, woods and forests across North and West Yorkshire.



Partnership

The collective of public, private and voluntary sector organisations working with local communities to deliver this Strategic Plan.



Core team

The central project delivery and specialist capacity and expertise.

The White Rose Forest as a Place

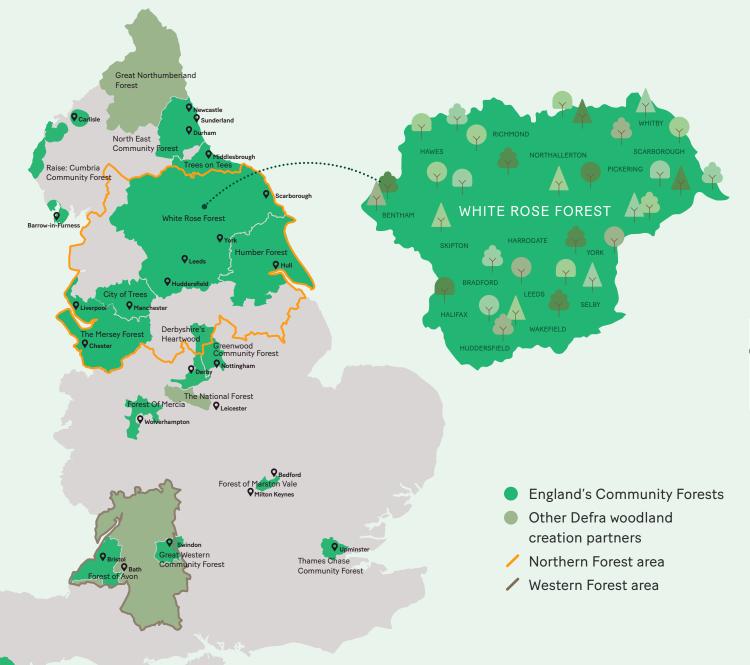
The White Rose Forest is at the heart of the northern Community Forests and the Northern Forest programme.

The White Rose Forest covers a vast and varied area of northern England, ranging from major cities to sparsely populated uplands.

The diverse landscape, economic, environmental, demographic and social factors below all impact on tree and woodland establishment and management, influencing priorities, benefits, constraints and engagement (statistics provided are the current or most recently available at the time of production). This Strategic Plan recognises and reflects this context.

Forest for Cornwall

Devon Community Forest



Land

10,300 Sq km

White Rose Forest area. (Approx 8% of England)

88% of this land area is classified as Rural and **12%** as Urban.

72% of this land area is agricultural land.

37% of this land area is covered by Protected Landscapes (All or part of 3 National Parks and 4 National Landscapes).

Nature

24%

Yorkshire Species of Concern favour woodland habitats.

The State of Yorkshire's Nature (2024) report confirmed that Yorkshire's wildlife is under threat, with species continuing to decline and biodiversity diminishing.

Trees and Woodland

12%

Current tree and woodland cover. (England = 14.9%)

This is made up of 8.6% Woodland and 3.4% Trees Outside Woodland.

The Forestry Commission
Sensitivity Maps for Woodland
Creation indicate that
approximately 14% of the White
Rose Forest area (England =
22%) has low sensitivity to new
woodland creation (i.e. does
not have any clear constraints
to address on the basis of national
datasets, and it should be easier
to agree creating new woodland
here than in other areas).

The Forestry Commission has assessed that almost 62% of all woodland in the White Rose Forest area (England = 57%) is sustainably managed.

Natural Capital analysis undertaken by Liverpool John Moores University for England's Community Forests has assessed that 25% of households in the White Rose Forest area have an area of accessible woodland over 0.1ha in size within 500m.

Population

3.2 Million residents

The White Rose Forest area population.

This is a population density of 310 per square kilometre (England = 434 residents per square kilometre).

However, population density varies considerably across the local authority areas in the White Rose Forest, from 77 residents per square kilometre in North Yorkshire to 1,500 residents per square kilometre in Bradford.

The Index of Multiple Deprivation measures relative levels of deprivation in small areas (with an average population of 1,500), called Lower-layer Super Output Areas (LSOAs), in England.

314 (17%) LSOAs in the White Rose Forest area fall into the 10% most deprived areas of England.

However, levels of deprivation vary considerably across the Local Authority areas in the White Rose Forest, from 1 (1%) LSOA in York to 104 (34%) LSOAs in Bradford falling into the 10% most deprived areas of England.

Economy

124,000

Number of active businesses in the White Rose Forest Area.

The Gross Domestic Product (GDP) in the White Rose Forest area was worth an estimated £103 billion, approximately £32,000 per head.

Partnership

At the heart of delivery of this Strategic Plan is the collaborative commitment and power of the White Rose Forest partnership, made up of Department for Environment, Food & Rural Affairs (Defra) organisations, local and combined authorities, national park authorities and national landscape organisations, alongside national, regional and local charities, businesses and community enterprises.

Strategic Board

The White Rose Forest Strategic Board provides strategic ownership and direction to the ongoing establishment of the White Rose Forest across North and West Yorkshire through the development and delivery of this Strategic Plan and associated 5 yearly Action Plans.

The White Rose Forest Strategic Board will work closely with the regulatory authorities and be advised by organisations, including the Forestry Commission, Natural England, Environment Agency and the Woodland Trust.



Strategic Board members























United by a shared vision and common aims at the strategic level, while encouraging and enabling bespoke plans at the local level, the partnership combines influencing at scale with delivery flexibility locally and works alongside other environmental and conservation programmes and partnerships.

As the overarching tree and woodland strategy for North and West Yorkshire, the White Rose Forest Strategic Plan (2025-50) seeks to inform and influence how partners work with their respective local landowners, communities and environments.

To be effective the White Rose Forest Strategic Plan (2025-50) needs to be informed by and integrated into regional and local place, planning, economic, environmental, climate resilience and nature recovery policies, strategies and plans, particularly those of White Rose Forest partners.

The White Rose Forest is one of a number of northern community forests working together with the Community Forest Trust and the Woodland Trust to deliver the **Northern Forest** programme between Liverpool and the Yorkshire coast.

The White Rose Forest Strategic Plan (2025-50) will be the framework for the development of the White Rose Forest and its contribution to the network of England's Community Forests. The White Rose Forest partnership recognises the founding Community Forest principle of a long-term aspirational goal of 30% tree cover and will strive to achieve this in core forest areas within the White Rose Forest, where these are identified and supported by partners.

Policy Context

National, regional and local policy influences the direction and ambition of this Strategic Plan, which has been developed within the context of the existing policy framework at the time of production. For example:

The Environmental Improvement Plan (2023) was the first revision of the 25 Year Environment Plan. It sets out the target to "Increase tree canopy and woodland cover from 14.5% to 16.5% of total land area in England by 2050".

The **Net Zero Strategy (2021)** sets out policies and proposals for decarbonising all sectors of the UK economy to meet the net zero target by 2050. A key commitment is to treble woodland creation rates in England, contributing to the UK's overall target of increasing planting rates to 30,000 hectares per year by 2025.

The National Planning Policy Framework sets out the government's planning policies for England and how these are expected to be applied. It states that "an approved Community Forest Plan may be a material consideration in preparing development plans and in deciding planning applications". This Strategic Plan is the approved Community Forest Plan for the White Rose Forest.

Regional and local Climate, Environment and Local Nature Recovery Strategies, Management Plans and Local Plans include targets and priorities for tree planting and woodland creation and other habitats, and support protection and enhancement of existing trees and woodland in their areas.

The White Rose Forest partnership will seek to further the statutory purposes of the Protected Landscapes in its area by ensuring that its activities contribute to the conservation and enhancement of their natural beauty and special qualities, and to the achievement of the objectives in their Management Plans.



Why trees and woodland?

Trees and woodland are one of the most effective nature-based solutions for adapting to climate change and providing habitat to protect and enhance biodiversity. Due to this and the societal benefits, there is also strong public support for more trees and woodland. Trees and woodland provide a wide range of direct and indirect (and often multiple) benefits for: business; the environment; nature; and communities.

Business

- Attracting and retaining investment
- Decarbonising supply chains
- Improving farm productivity
- Producing and selling timber and wood products

Environment

- Reducing the risk of flooding (water storage and slowing the flow)
- Reducing soil erosion, nutrient losses and pollution
- · Improving air quality, providing urban cooling/shading and absorbing sound
- Capturing and storing carbon

Nature

- Providing unique and diverse habitats for wildlife
- Creating wildlife corridors and connecting habitats
- Shading and cooling watercourses for fish and other aquatic life
- Supporting pollinators with refuge and sources of food

Community

- Creating attractive places to live
- Providing accessible spaces for leisure and recreation
- Improving physical wellbeing and mental health
- Strengthening a sense of place and cultural heritage

Our Vision for 2050

The White Rose Forest partnership is leading landscape transformation in North and West Yorkshire, creating a vast and varied treescape that connects and permeates our towns/cities and countryside. Our work has made our region more prosperous and resilient to a changing climate, improved health & wellbeing and supported nature recovery.

Tree and woodland cover is significantly greater, interconnecting with other habitats and land uses. Urban trees, trees in hedgerows, verges and along riverbanks, fruit trees and orchards, agroforestry, and conventional woodland, connect as an extensive network of wooded habitats.

Ancient woodlands and long-established woodland and ancient and veteran trees are recognised, valued, protected and restored as irreplaceable assets. These precious resources and the soils from which they grow form the foundations of this network of wooded habitats, facilitating nature recovery and supporting the wider ecosystem which depends on trees and woodland. Tree planting, woodland creation and natural regeneration has buffered, extended and connected fragmented habitats to grow this extensive network.

Communities have widespread and equitable access to high quality trees and woodland, as part of wider blue and green infrastructure, improving public health and reducing health inequalities. There is increased public involvement with the planning, designing, planting and management of trees and woodland, increasing connection to nature.

Tree-lined streets, leafy active travel routes and green transport corridors link our rural and urban communities to places of education, work and leisure, providing more attractive and healthier places to visit, live and invest in. Trees are recognised and cared for as a vital part of urban infrastructure.

Trees are an integral part of catchment management, helping to restore the condition of rivers and aquatic habitats and 'slow the flow', protecting the communities and businesses downstream.

Existing wooded habitats are increasingly sustainably managed, improving ecological condition and becoming more diverse in age, structure and species, and more resilient to pests, disease and the impacts of climate change.

The White Rose Forest is a place of innovation and learning, with a strong and financially sustainable partnership at its heart, driving its development and delivery. The forestry sector in the region has grown and strengthened, creating and securing green jobs.



Strategic Objectives and Targets for 2050

To bring about the vision, the White Rose Forest partnership will focus on five broad strategic objectives over the period of this 25 year Strategic Plan.

1. Expand the area of trees and woodland and improve connectivity

Encourage and support the appropriate establishment (right tree, right place, right reason) of a range of new trees and woodland types in priority areas (e.g. more deprived areas, priority catchments and ancient woodland buffers) to extend the network of wooded habitats, recognising where sensitivities exist and integrating with other land uses (e.g. farming).

A base target, to increase tree and woodland cover from 12% to 16.5% by 2050, to match the statutory national target. This will increase the area of trees and woodland by about 46,000 hectares, or about 92,000,000 trees.

With a stretch target, to increase tree and woodland cover from 12% to 18.5% by 2050, if the ambition in all local authority areas is met.

This will increase the area of trees and woodland by about 67,000 hectares, or about 134,000,000 trees.



2. Protect and restore more trees and woodland

Safeguard the future of ancient and long-established woodland and ancient and veteran trees.

Encourage and support the sensitive and sustainable management of under-managed woodlands, improving ecological condition and resilience to the threats of pests and disease and a changing climate; extending and maximising the multiple benefits provided by existing trees and woodland.

Increase the percentage of sustainably managed woodland from 62% to 70% by 2050.

Increase the percentage of sustainably managed ancient woodland from 72% to 90% by 2050.

This will bring a total of 7,250 hectares of additional woodland into sustainable management.



Engage more people, communities and businesses in the planning, designing, planting, management and use of trees and woodland

Create opportunities for people to get involved in the work of the White Rose Forest partnership and improve equitable access to high quality trees and woodland increasing their use (for play, learning, recreation and leisure), deepening people's relationship with the natural environment and improving health and wellbeing. Increase the number of people directly engaged in the core work of the White Rose Forest partnership in a substantive way (tree planting, woodland management and other activities) from 8,000 to 16,000 per year by 2050.

Increase the percentage of households with an area of accessible woodland over 0.1ha in size within 500m from 25% to 50% by 2050.

This will increase the number of households living close to accessible woodland by about 300,000.



4. Promote the transformative role of trees and woodland

Champion trees and woodland (and the White Rose Forest) locally, regionally and nationally, for the role they can play in achieving a prosperous economy, sustainable environment and thriving communities, to ensure they are supported and resourced at the required level.

Each Local Authority area has a current, resourced and effective trees and woodland strategy (in line with the White Rose Forest Strategic Plan) by 2050.

Local Planning policies support the White Rose Forest and are securing meaningful developer investment into the delivery of the White Rose Forest Strategic Plan by 2050.

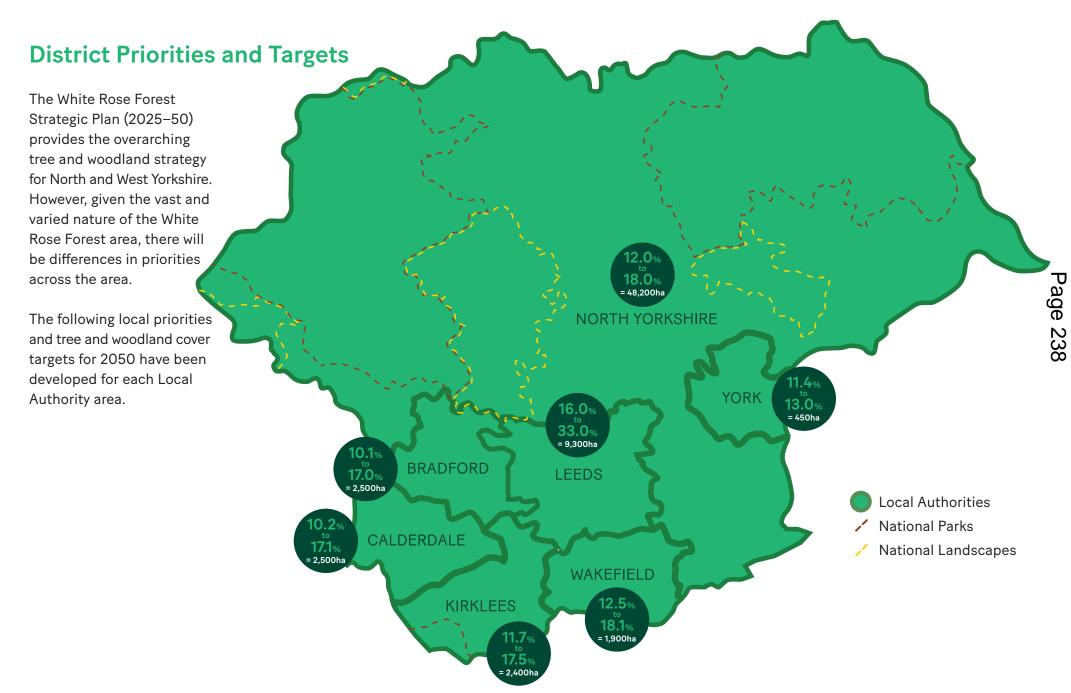


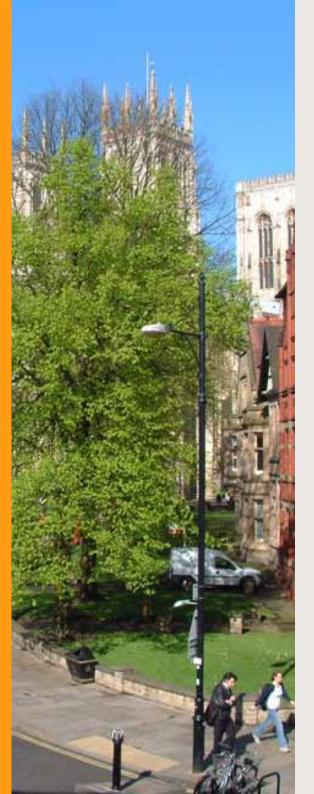
5. Grow the impact and sustainability of the White Rose Forest partnership

Lead research, innovation, knowledge sharing, skills and capacity development and delivery across the forestry sector in North and West Yorkshire through a strong and effective White Rose Forest partnership. Increase private sector engagement and investment in the White Rose Forest.

Increase the percentage of the total funding for the White Rose Forest each year coming from non-public sector sources to 50% by 2050.









Increase tree and woodland cover from 10.1% to 17% by 2050. This will increase the area of trees and woodland by approximately 2,500 hectares.

Urban forest planting such as street trees and pocket parks will connect people and nature providing long term benefits to communities and the natural environment

Wood pasture planting will benefit our rural areas and connect landscapes. With a focus on grazing land, targeted low density planting will enhance and preserve productive land.

Aire catchment planting will provide additional woodland creation benefits such as natural flood management. Catchment tree planting assists with slowing the flow of water to reduce flooding in affected communities.



Increase tree and woodland cover from 10.2% to 17.1% by 2050. This will increase the area of trees and woodland by approximately 2,500 hectares.

Significantly increase street and urban tree planting, particularly in deprived areas and areas of low tree cover where appropriate and the need is greatest.

Greatly improve the connectivity of trees and woodland in the landscape and townscape to help promote biodiversity, address the ecological emergency and help to reduce flooding through promoting a joined-up mosaic of habitats.

Commit to build links between people and organisations to improve the quantity and quality of tree and woodland planting and management in the borough through increased partnership and sense of ownership.



Increase tree and woodland cover from 11.7% to 17.5% by 2050. This will increase the area of trees and woodland by approximately 2,400 hectares.

Mitigating and adapting to the effects of climate change.
By contributing to long-term carbon storage and flood alleviation and increasing resilience to climate impacts.
Through targeted planting schemes and woodland restoration.

Contribute to nature recovery, through habitat creation and restoration, to reverse biodiversity decline.

Provide communities access to quality green spaces and contribute to all people in Kirklees having access to high quality green space within 5-10 mins / 500m walk.



Increase tree and woodland cover from 16% to 33% by 2050. This will increase the area of trees and woodland by approximately 9,300 hectares.

Strengthen our emphasis on habitat creation and improvement to support and boost biodiversity gain.

Build in stronger emphasis on Natural Flood Management and 'Naturalised' Flood Management.

Strengthen our commitment to Green Streets[®] and ways of bringing nature into our hard built landscapes.

Using the above in a strategic way to fully connect our Green Blue Infrastructure



Increase tree and woodland cover from 12% to 18% by 2050. This will increase the area of trees and woodland by approximately 48,200 hectares.

North Yorkshire Council will harmonise and promote good practice through the development and adoption of a Tree and Woodland Policy – thereby protecting biodiversity, landscape character and heritage tree stock.

A Tree and Woodland Strategy will be developed to co-ordinate, support and influence significantly increased woodland and tree planting across North Yorkshire, aligning directly with partners including White Rose Forest to increase tree canopy cover, contributing to both climate change mitigation and adaption.

Through policy, strategy and service planning the Council will ensure a consistent and co-ordinated approach is taken within North Yorkshire Council plans e.g. land use planning, Local Nature Recovery Strategy and water management.



Increase tree and woodland cover from 12.5% to 18.1% by 2050. This will increase the area of trees and woodland by approximately 1,900 hectares.

Increase efforts to support and sustain biodiversity across the district through the development and maintenance of new and existing habitats across our portfolio of green spaces — supported by Biodiversity Net Gain.

We will work with communities, groups and residents to ensure good quality, well maintained leisure, recreation and open space facilities which are safe and welcoming places to visit for all local people, with a wide leisure offer. We will support biodiversity in our greenspaces, parkland and wider countryside and protect wildlife and their natural habitats.

We will continue to seek out and develop opportunities to bring nature into our urban and village centres – in terms of soft landscaping, flood alleviation and other means.



Increase tree and woodland cover from 11.4% to 13% by 2050. This will increase the area of trees and woodland by approximately 450 hectares.

Expansion of York's woodland, urban forest and hedgerows with a focus on nature recovery, climate resilience and access to green space.

Protect and restore York's hedgerows, trees and woodland through active management and community engagement with a focus on key risks including ageing stock, climate resilience and disease.

Enhance York's flood resilience through nature-based solutions and natural flood management, particularly in the Swale, Ure, Nidd and Ouse (SUNO) catchments to 'slow the flow'.

Approach

The White Rose Forest partnership will work collectively to deliver against the strategic objectives in this Strategic Plan. We will support a multi-disciplinary design-led approach to tree and woodland establishment and management through the adoption of the White Rose Forest Delivery Pathway, to produce a range of benefits for the landscape, wildlife and communities.

Landowners and managers across North and West Yorkshire will be offered guidance, support and professional expertise to help them navigate the planning, design, approval, funding, planting and management of trees and woodland. The start point for any engagement will be understanding landowner or manager objectives, with the approach aiming to empower informed decision making.

To support landowner engagement the White Rose Forest partnership will identify broad thematic priority areas (initially Green Streets®, Landscapes for Water and Nature Recovery) across North and West Yorkshire where trees and woodland could provide the most benefit and maximise the overall return on investment, but will remain open to proposals from all areas. We will also recognise more detailed local opportunity mapping undertaken by partners. This approach will target landowner engagement and design tree and woodland establishment to protect important species and habitats and support continued agricultural productivity.



Principles

The White Rose Forest partnership will employ these principles to underpin its approach to delivering this Strategic Plan.

They are intended to provide high-level guidance to the individuals and organisations working across the partnership.



Prioritisation

Act with urgency, but considering a long-term horizon, maximising the benefits of trees and woodland for future generations.

Focus tree and woodland establishment and management in areas of greatest need and benefit, making best use of resources.

Collaboration

Share data and research to build knowledge across the partnership, enabling an evidence-based approach to shape and develop future priorities and plans.

Focus on the collective aims and utilise the skills, experience and resources of the partnership optimally, ensuring the whole is greater than the sum of the parts.

Engagement

Involve the public, communities, businesses etc in the work of the partnership, building the network of stakeholders and increasing their connection with trees and woodland.

Seek input from stakeholders on design and delivery of schemes and development of the partnership, integrating concerns and aspirations into decision making.

Innovation

Be landowner led, engaging early and tailoring schemes and support to their circumstances, needs and land, retaining flexibility within an overall approach.

Embrace new approaches and seek opportunities for continued improvement, providing leadership within the sector and across the community forest network.

Professionalism

Respect the historical significance of trees and woodland and their place in the local landscape, recognising where sensitivities exist with other habitats and where opportunities exist to integrate with other land uses.

Ensure tree and woodland establishment and management is undertaken in line with best practice principles (UK Forestry Standard), adopting sustainable forest management.

Programmes

The work of the White Rose Forest partnership will be structured around a number of strategic programmes. The partnership will work with stakeholders to design and deliver these programmes in the context of the long-term vision and strategic objectives.



Current Programme - Landscapes for Water

The Landscapes for Water programme provides a strategic approach to natural flood management in North and West Yorkshire and focuses on the creation of new woodland in river valleys or catchments to help reduce flood risk for communities and businesses further downstream.

Planting trees along our river corridors also enhances biodiversity, improves water quality and helps to protect riverbanks. The programme focusses on larger scale woodland creation within priority river valleys or catchments in North and West Yorkshire, as part of landscape scale change.

Current Programme - Green Streets®

The Green Streets® programme focusses on urban tree planting and management and aims to improve air quality, make our urban spaces more attractive for businesses and investment, and encourage the uptake of active travel, linking areas of deprivation to education/employment sites.

The programme looks to integrate more natural and semi-natural areas, such as water bodies and green wooded spaces (blue and green infrastructure), into transportation and urban design in North and West Yorkshire, with a focus on areas of development, more deprived areas and creating more equitable access, for communities to enjoy.

Developing Programme - Restore

The Restore programme will build on the recent successful delivery of tree planting and woodland creation in the White Rose Forest, by taking a similar approach to woodland management. The programme will, encourage and support sustainable management of under-managed trees and woodlands, with a focus on Ancient Woodland (including Plantations on Ancient Woodland Sites), Ancient and Veteran trees and trees and woodlands near to where people live.

This will provide direct benefits through increased biodiversity, increased resilience and providing better access to woodland. It will also demonstrate to landowners the value of their woodland estates and the benefits of management, and enhance and expand skills, strengthening the forestry sector.

Collective Action

To achieve the ambition of this Strategic Plan, collective action will be required by the full range of stakeholders, as each have different and complementary roles to play.

Local Authorities

- Champion the White Rose Forest, establishing local priorities
- Produce, maintain and resource a tree and woodland strategy, aligned with this Strategic Plan
- Embed this Strategic Plan into all relevant policies/strategies/plans
- Integrate trees and woodland into transport / infrastructure / regeneration projects
- Ensure plans are in place for the sustainable management of your existing woodland
- Enforce National Planning Policy Framework and Local Planning statements
- Work with the White Rose Forest core team on engagement with other landowners and managers
- Support collaborative working through the White Rose Forest partnership by sharing best practice and developing common guidance and policies

National Park Authorities and National Landscape Organisations

- Champion the White Rose Forest locally
- Produce, maintain and resource a tree and woodland strategy, aligned with this Strategic Plan
- Embed this Strategic Plan into all relevant policies/strategies/plans
- Work with the White Rose Forest core team on engagement with other landowners and managers
- Support collaborative working through the White Rose Forest partnership by sharing best practice and developing common guidance and policies

Combined Authorities

- Champion the White Rose Forest
- Embed this Strategic Plan into all relevant policies/strategies/plans
- Work with the White Rose Forest partnership to identify opportunities for additional funding
- Influence central government policy and funding to support the White Rose Forest

Central Government

- Provide a consistent long-term funding programme(s)
- Champion the benefits and contribution of trees and woodland across government
- Recognise and support Community Forests as national delivery partners
- Support the delivery of this Strategic Plan through the work of arms-length bodies (e.g. Environment Agency, Forestry Commission, Natural England)

Landowners and Managers

- Consider opportunities to introduce more trees and woodland on your land
- Ensure plans are in place for the sustainable management of your existing woodland
- Contact the White Rose Forest partnership for guidance, support and professional expertise to help you navigate the design, planning, planting and management of trees and woodland

Environmental Non-governmental Organisations (NGOs)

- Champion the White Rose Forest
- Consider opportunities to introduce more trees and woodland on your land and work with the White Rose Forest core team on engagement with other landowners and managers
- Ensure plans are in place for the sustainable management of your existing woodland and promote this to other landowners and managers
- Support collaborative working through the White Rose Forest partnership by sharing best practice and developing common guidance and policies

Developers

- Integrate existing trees into new developments, wherever possible, and protect these during works on site
- Contribute to the expansion of the White Rose Forest by incorporating additional tree planting / woodland creation and associated landscaping within scheme designs

Academics and Researchers

- Engage with the White Rose
 Forest partnership on research
 projects, dissertations and
 placements
- Support collaborative working through the White Rose Forest partnership by undertaking research into issues or opportunities in the White Rose Forest and sharing research findings



Contractors and Suppliers

- Develop capacity, skills etc to grow the forestry sector in North and West Yorkshire and support the delivery of this Strategic Plan
- Support collaborative working through the White Rose Forest partnership by sharing experiences and best practice

Investors and Investment Advisers

- Create new green finance mechanisms, tailored to tree and woodland establishment and management, to meet different investor objectives
- Engage with the White Rose Forest partnership to design and pilot innovative approaches
- Scale up successful pilots into significant schemes / programmes

Businesses

- Promote opportunities for your staff to get involved in volunteering
- Donate to the White Rose Forest to support local tree and woodland projects
- Investigate opportunities to incorporate tree planting where you operate



Public and Third Sector Organisations

- Promote opportunities for your staff to get involved in volunteering
- Investigate opportunities to incorporate tree planting where you operate
- Explore opportunities to connect trees and woodland with your aims and objectives (e.g. health & wellbeing, conservation, climate, place, engagement etc)

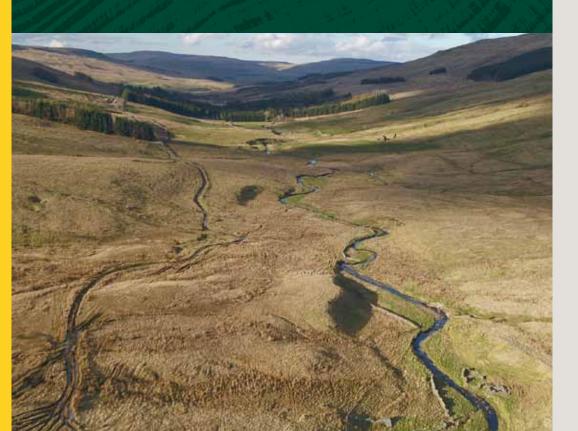
Local People

- Express support for the White Rose Forest to local business and political leaders
- Seek opportunities to volunteer and promote a tree and woodland culture
- Engage in plans for local tree planting, woodland creation and management
- Consider planting a tree, if you have an appropriate space
- Explore and enjoy your local woods more often

Funding and Financing

The delivery of this Strategic Plan will require significant funding, to deliver the benefits for business, the environment, nature and communities. The availability of different sources of funding and financing will also influence landowner and manager decisions regarding the establishment and management of trees and woodland.

Defra's Trees for Climate programme has provided significant funding for all Community Forests since its launch in 2020 and has been the predominant source of capital and revenue funding for the White Rose Forest over the last five years.



This has enabled the establishment of significant amounts of new trees and woodland and the development of a core team, at the heart of the partnership, providing significant project delivery and specialist capacity and expertise.

In recognition of the continued pressures on central government funding and the expansion of new funding schemes and financing opportunities, funding the delivery of this Strategic Plan will necessarily become more blended and complex over time, drawing on public, private and charitable sources, with a growing proportion from non-public sector sources.

Some of the main options are:

- Dedicated trees and woodland planning, establishment or management grants
- Broader land management schemes, making payments for environmental goods and services
- Other grant funding, such as the National Lottery Heritage Fund
- Private investment through green finance mechanisms
- Funding through the planning system, as part of development
- Natural capital / Ecosystem services payments
- Devolved government investment funding to Combined Authorities
- Productive forestry
- Corporate sponsorship, donations etc
- Personal and charitable donations

Looking forward, the partnership will take a proactive approach to securing funding, exploring and developing a broad range of options and will do so in a co-ordinated manner to optimise outcomes.

Monitoring and Evaluation

The White Rose Forest Strategic Plan (2025-50) will be delivered through a series of five-year Action Plans, which will provide more detail on funding, delivery programmes, actions and interim targets for that period of the Strategic Plan. These Action Plans will be developed by the White Rose Forest partnership and approved by the White Rose Forest Strategic Board.



It is envisaged that these Action Plans will be subject to light-touch review annually (with the potential addition, removal and refinement of individual actions) and re-approval by the White Rose Forest Strategic Board if needed, and more significant review after year 3 or 4 leading to the production of a new Action Plan.

Monitoring and evaluation will be essential to understand delivery against the aims, objectives and targets in the White Rose Forest Strategic Plan (2025-50) and five-year Action Plans and demonstrate the difference that the White Rose Forest makes. It also supports future planning, development and directing of resources and provides evidence for advocacy and funding bids.

The White Rose Forest core team will maintain a Geographical Information System (GIS) platform to map all White Rose Forest related tree and woodland establishment and management activity across North and West Yorkshire and systems to monitor and report on progress in delivering the current Action Plan. Partners will need to be open with the sharing of data and progress to enable a holistic collective picture across the White Rose Forest to be established.

The White Rose Forest partnership will report on progress in delivering the current Action Plan to its Programme Management Group and Strategic Board, and report through the England's Community Forests network to the Department for Environment, Food & Rural Affairs. An annual progress and impact report, highlighting what has been achieved, will be published.

Final words

Over the last 25 years the White Rose Forest has successfully delivered a range of significant, and in some case groundbreaking, projects and programmes across North and West Yorkshire. With each year that passes the trees that have been planted grow and increase their positive impact on the local landscape, communities and wildlife. With a strong record of achievement and growing confidence in our approach, the White Rose Forest Strategic Plan (2025-2050) lays out the path for further transformation to 2050, creating a resilient landscape for growth.

Guy Thompson

White Rose Forest Programme Director

With thanks to our Defra partners









The White Rose Forest partnership would like to thank the Department for Environment, Food & Rural Affairs (Defra) and its arms-length bodies for their support over the last 25 years and looks forward to working together to deliver this Strategic Plan over the next 25 years.



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