



City and County of Swansea

Notice of Meeting

You are invited to attend a Meeting of the

Cabinet

At: Remotely via Microsoft Teams

On: Thursday, 21 January 2021

Time: 10.00 am

Chair: Councillor Rob Stewart

Membership:

Councillors: R Francis-Davies, L S Gibbard, D H Hopkins, E J King, A S Lewis, C E Lloyd, J A Raynor, A H Stevens and M Thomas

Also Invited: A Pugh

Watch Online: <http://bit.ly/3nz9SAm>

Webcasting: This meeting may be filmed for live or subsequent broadcast via the Council's Internet Site. By participating you are consenting to be filmed and the possible use of those images and sound recordings for webcasting and / or training purposes.

You are welcome to speak Welsh in the meeting.

Please inform us by noon, two working days before the meeting.

Agenda

	Page No.
1. Apologies for Absence.	
2. Disclosures of Personal and Prejudicial Interests. www.swansea.gov.uk/disclosuresofinterests	
3. Minutes. To approve & sign the Minutes of the previous meeting(s) as a correct record.	1 - 8
4. Announcements of the Leader of the Council.	
5. Public Question Time. Questions must be submitted in writing, no later than noon on the working day prior to the meeting. Questions must relate to items on the agenda. Questions will be dealt with in a 10 minute period.	

6. **Councillors' Question Time.**
Questions must be submitted in writing, no later than noon on the working day prior to the meeting. Questions must relate to items on the agenda.
7. **Budget Proposals 2021/22 – 2025/26.** 9 - 42
8. **Local Authority Governor Appointments.** 43 - 46
9. **Co-production Social Care Strategy.** 47 - 79
10. **Proposed Appropriation of Bryn House, 78 Walter Road, Swansea, SA1 4PS.** 80 - 87
11. **Bus Emergency Scheme 2 (BES 2) – Legal Agreement for Future Welsh Government Funding.** 88 - 166
12. **Proposed Lease to Mumbles Community Council under the Community Asset Transfer Policy.*** 167 - 482
13. **Exclusion of the Public.** 483 - 486
14. **Welsh Government Housing Support Grant Procurement Plan 2021 – 2024.** 487 - 499
15. **Kickstart Scheme.** 500 - 509

** Call In Procedure - Subject to Pre-Decision Scrutiny: This decision is exempt from the Authority's Call In Procedure as "the decision has been subject to Pre-Decision Scrutiny and there is no material change in relevant information / evidence".*

Next Meeting: Thursday, 18 February 2021 at 10.00 am



Huw Evans
Head of Democratic Services
Tuesday, 12 January 2021

Contact: Democratic Services - Tel: (01792) 636923

Agenda Item 3.



City and County of Swansea

Minutes of the **Cabinet**

Remotely via Microsoft Teams

Thursday, 17 December 2020 at 10.00 am

Present: Councillor R C Stewart (Chair) Presided

Councillor(s)

R Francis-Davies
E J King
J A Raynor

Councillor(s)

L S Gibbard
A S Lewis
M Thomas

Councillor(s)

D H Hopkins
C E Lloyd

Officer(s)

Huw Evans
Phil Roberts
Ben Smith
Debbie Smith

Head of Democratic Services
Chief Executive
Chief Finance Officer / Section 151 Officer
Deputy Chief Legal Officer

Also present

Councillor(s): A Pugh

Apologies for Absence

Councillor(s): A H Stevens

34. Disclosures of Personal and Prejudicial Interests.

In accordance with the Code of Conduct adopted by the City and County of Swansea, the following interest was declared:

- 1) Councillor J A Raynor declared a Personal & Prejudicial Interest in Minute 42 "Local Authority Governor Appointments" and stated that she had dispensation from the Standards Committee to Stay, Speak but Not Vote on matters relating to the Appointment of Local Authority Governors.
- 2) Councillors R Francis-Davies & R C Stewart declared a Personal & Prejudicial Interest in Minute 44 "Continuation of Swansea City Centre Business Improvement District (BID)" and withdrew from the meeting prior to its consideration.

35. Minutes.

Resolved that the Minutes of the meeting(s) listed below be approved and signed as a correct record:

- 1) Cabinet held on 19 November 2020.

36. Announcements of the Leader of the Council.

1) Covid-19 Pandemic

The Leader of Council stated that the infection rate throughout Wales and Swansea were unprecedented high. The admission rates had risen within hospitals. He urged all to avoid mixing where possible and for all to stay safe.

37. Public Question Time.

No questions were asked.

38. Councillors' Question Time.

No questions were asked.

39. Quarter 1 2020/21 Performance Monitoring Report.

The Cabinet Member for Business Improvement & Performance submitted a report which outlined the Corporate Performance for Quarter 1 of 2020-2021.

Resolved that:

- 1) The performance results be noted and reviewed to help inform executive decisions on resource allocation and, where relevant, corrective actions to manage and improve performance and efficiency in delivering national and local priorities.

40. Revenue and Capital Budget Monitoring 2nd Quarter 2020/21.

The Cabinet Member for Economy, Finance & Strategy submitted a report which outlined the financial monitoring of the 2020/2021 revenue and capital budgets, including the delivery of budget savings.

Resolved that:

- 1) The comments and variations set out in the report and the actions in hand to address these be noted.
- 2) The virements set out in Paragraph 2.7 of the report be approved.
- 3) Cabinet Continues setting a level of permitted, in extremis, in year overspending of up to £10m, to be fully financed from draws from earmarked reserves, as approved at Council on 4 November 2020, to ensure the overall budget remains balanced for the year.
- 4) No Officer may consider any material further spending commitments and must wherever possible defer and delay spending to contain and reduce the likely

forecast overspend by year end as far as is practicable, whilst delivering agreed Council priorities set out in the approved budget.

41. Delivery Update on Welsh Medium Provision for YGG Tan-y-lan and YGG Tirdeunaw.

The Cabinet Member for Education Improvement, Learning & Skills submitted a report which considered the revised timeline for implementation of increased capacity for YGG Tan-y-lan and YGG Tirdeunaw and sought approval to revise the implementation date, as required by the School Organisation Code.

Resolved that:

- 1) The revised timeline for the new school buildings for YGG Tan-y-lan and YGG Tirdeunaw be noted.
- 2) A revised implementation date to increase the capacity of YGG Tan-y-lan and YGG Tirdeunaw, from 1 January 2021 to 22 February 2022 be approved.

Councillor D H Hopkins (presiding)

42. Local Authority Governor Appointments.

The Local Authority Governors Appointment Group submitted a report, which sought approval of the nominations submitted to fill Local Authority (LA) Governor vacancies on School Governing Bodies.

Resolved that:

- 1) The following nominations recommended by the Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning & Skills be approved:

1)	Clase Primary School	Steven Avo Cllr Gloria Tanner
2)	Gorseinon Primary School	John Williams
3)	Pontarddulais Primary School	Chris Rees
4)	Birchgrove Comprehensive School	Alexandra Lewis Mark Lewis

43. Variation of Legal Agreement to School Improvement through Regional Working (ERW).

The Cabinet Member for Education Improvement, Learning & Skills submitted a report which considered the Variation of the Legal Agreement to enable interim services to be provided to Neath Port Talbot (NPT) Council to provide that the remaining Authorities withdraw and for the dissolution of ERW.

Resolved that:

- 1) The proposed changes to the ERW Legal Agreement to facilitate provision of agreed services to Neath Port Talbot schools during 2020/21 (as set out in the draft Deed of Variation - Appendix 1 of the report) be agreed.
- 2) The proposed changes to the ERW Legal Agreement be agreed to:
 - (i) Facilitate dissolution/termination of the ERW Consortium.
 - (ii) Address any subsequent liabilities/indemnities of all present (and former) Authorities.
 - (iii) Facilitate a reduced notice of withdrawal period to 3 months (as set out in the draft Deed of Variation - Appendix 1 of the report).
- 3) Authority be delegated to the Chief Legal Officer and Interim Director of Education to make any necessary changes to the Legal Agreement (in consultation with the other ERW partners) and enter into any documentation necessary to implement any of the recommendations in this report and to protect the Council's interests.

44. Continuation of Swansea City Centre Business Improvement District (BID)

The Cabinet Member for Delivery & Operations submitted a report which sought confirmation if the Council wished to continue to support the Swansea City Centre's Business improvement District (BID) Scheme and to set out the implications to the Council.

Resolved that:

- 1) The BID Renewal Ballot process and the work of the BID going forward if a fourth term is secured be supported.
- 2) The Director of Place oversees the BID Ballot returns on behalf of the Authority.
- 3) The Chief Legal Officer be authorised to enter into Service Level Agreements between BID and the Council.
- 4) The Director of Place be authorised to renegotiate the BID projects to maximize benefits to the Council and positive impact on the City Centre.

45. FPR7 - Additional Capital Allocation to Highway Infrastructure Assets 2020-21.

The Cabinet Member for Environment Enhancement & Infrastructure Management submitted a report which sought to confirm the Capital Work Additional Programme for highway infrastructure assets and to comply with Financial Procedure Rule 7 to commit and authorise schemes.

Resolved that:

- 1) The proposed indicative allocations be approved and included in the Capital Programme.
- 2) Authority be delegated to the Head of Service for Highways and Transportation in conjunction with the Cabinet Member for Environment Enhancement and Infrastructure Management to prioritise, finalise and allocate funding to the appropriate schemes in line with the prioritisation approach detailed in this report.

46. Wind Street Public Realm Enhancement: FPR7

The Cabinet Member for Investment, Regeneration & Tourism submitted a report which provided an update and sought budget authorisation to proceed with delivery and to comply with Financial Procedure Rule 7 to commit and authorise a project to the Capital Programme.

Resolved that:

- 1) A total maximum budget figure of up to £2,880,000 for construction, fees and contingency be approved and that the figure be included in the Capital Programme.

47. Welsh Government Green Recovery Circular Economy Funds 2020-21- Funding Applications for Four Repair/Re-use Projects.

The Cabinet Member for Environment Enhancement & Infrastructure Management submitted a report which sought authorisation to bid for capital and revenue grant funding from two Welsh Government's Circular Economy Funds FY 2020-2021 for four repairs /re-use projects.

Resolved that:

- 1) Approval is given to submit funding bids to the Welsh Government Circular Economy Funds FY 2020-21 to support:
 - i) The setting up of a Repair Café and Library of Things at the Council's Re-use Shop.
 - ii) The setting up of a Mobile Repair Café.
 - iii) The installation of bike repair network in partnership with the Environment Centre.
 - iv) Improvements to repair and re-use through partnership with the private and 3rd Sectors.
- 2) On approval of any of the grant the schemes be added into the Councils programme in line with FPR7 and delegated authority given to the Cabinet Member for Environment Enhancement & Infrastructure Management and Director of Place to commit the relevant capital expenditure.

Councillor R C Stewart (Presiding)

48. Exclusion of the Public.

Cabinet were requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendations to the report(s) on the grounds that it / they involve the likely disclosure of exempt information as set out in the exclusion paragraph of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 relevant to the items of business set out in the report(s).

Cabinet considered the Public Interest Test in deciding whether to exclude the public from the meeting for the item of business where the Public Interest Test was relevant as set out in the report.

Resolved that the public be excluded for the following item(s) of business.

(Closed Session)

49. Proposed Purchase of a City Centre Property Investment.

The Cabinet Members for Delivery & Operations and Investment, Regeneration & Tourism jointly submitted a report which sought approval for the updated terms of a property acquisition further to the original report which was approved at Cabinet on 20 June 2019.

Resolved that the recommendations as detailed in the report be approved.

50. Proposed Acquisition of City Centre Leasehold Property and Redevelopment FPR7.

The Cabinet Members for Delivery & Operations and Investment, Regeneration & Tourism jointly submitted a report which sought to comply with Financial Procedure Rule 7 "Capital Programming & Appraisals), to commit and authorise the addition of new schemes to the Capital Programme.

The Leader of the Council referred to the additional information which had been circulated.

Resolved that the recommendations as detailed in the report be approved.

The meeting ended at 11.23 am

Chair

Call In Procedure – Relevant Dates	
Minutes Published:	17 December 2020
Call In Period Expires (3 Clear Working Days after Publication):	23.59 on 22 December 2020
Decision Comes into force:	23 December 2020



City and County of Swansea

Minutes of the **Cabinet**

Remotely via Microsoft Teams

Thursday, 7 January 2021 at 9.30 am

Present: Councillor R C Stewart (Chair) Presided

Councillor(s)

R Francis-Davies
E J King
J A Raynor

Councillor(s)

L S Gibbard
A S Lewis
A H Stevens

Councillor(s)

D H Hopkins
C E Lloyd
M Thomas

Officer(s)

Huw Evans	Head of Democratic Services
Helen Morgan-Rees	Interim Director of Education
Phil Roberts	Chief Executive
Ben Smith	Chief Finance Officer / Section 151 Officer
Debbie Smith	Deputy Chief Legal Officer

Apologies for Absence

Councillor(s): A Pugh

51. Disclosures of Personal and Prejudicial Interests.

In accordance with the Code of Conduct adopted by the City and County of Swansea, no interests were declared.

52. Announcements of the Leader of the Council.

1) Condolences

a) Honorary Alderman & Former Councillor W John F Davies

The Leader of the Council referred with sadness to the recent death of Honorary Alderman & Former Councillor W John F Davies. John represented the Morriston Ward for almost 30 years serving:

- Swansea City Council – 1983 to 31 March 1996.
- City & County of Swansea – 4 May 1995 to 3 May 2012.

John was Lord Mayor 1999 to 2000. He was also a former Chair of the Housing Committee and Cabinet Member for Social Services. John was also the brother of Councillor Robert Francis-Davies.

53. Public Question Time.

No questions were asked.

54. Councillors' Question Time.

No questions were asked.

55. Proposed Lease of Underhill Park to Mumbles Community Council under the Community Asset Transfer Policy.

The Cabinet Member for Investment, Regeneration & Tourism submitted a report which sought approval to grant Mumbles Community Council the necessary legal interest to enable up to £1.7 million pounds of funding for the development of improved community facilities at Underhill Park.

Resolved that:

- 1) The Director of Place be authorised to negotiate and settle the terms of the proposed lease / appropriate agreement and to instruct the Chief Legal Officer to finalise the legal documentation.

The meeting ended at 9.39 am

Chair

Call In Procedure – Relevant Dates	
Minutes Published:	7 January 2021
Call In Period Expires (3 Clear Working Days after Publication):	23.59 on 12 January 2021
Decision Comes into force:	13 January 2021

Agenda Item 7.



Report of the Leader and Cabinet Member for Economy, Finance & Strategy

Cabinet – 21 January 2021

Budget Proposals 2021/22 – 2025/26

Purpose:	To consider budget proposals for 2021/22 to 2025/26 as part of the Council's existing Budget Strategy.
Policy Framework:	Medium Term Financial Plan and Budget Strategy
Consultation:	Cabinet Members, Corporate Management Team, Legal, Finance, Access to Services
Recommendation(s):	It is recommended that Cabinet: <ol style="list-style-type: none">1) Approves the Budget proposals summarised in the report and detailed in Appendix B as the basis of consultation;2) Adopts the updated budget future forecast as the starting planning premise for the new medium term financial plan, which will be considered by Council on 4th March 2021;3) Agrees the approach to consultation and engagement with staff, trade unions, residents, partners and other interested parties set out in Section 7 of the report;4) Receives a report on the outcome of the consultation and final budget proposals at its meeting on 18th February 2021.
Report Author:	Ben Smith
Finance Officers:	Ben Smith / Sarah Willis
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1. This report updates Cabinet on its budget proposals for budget savings for consultation with residents, community groups and other stakeholders. It has full and due regard to our duties under the Well-being of Future Generations Act 2015.
- 1.2. *Sustainable Swansea – fit for the future* was approved by Council on 22 October 2013 and subsequently reviewed by Cabinet on 16th July 2015. Until 2020 it remained the Council’s overarching approach to budget and medium term financial planning, to help deliver the well-being of future generations.
- 1.3. From 2013 to date, the Council, in line with the principles contained within Sustainable Swansea, has developed its approach to reviewing services and budget proposals through a series of commissioning reviews, which have set out an assessment of individual services, scope for change, alternative delivery models and potential savings and improvements that could be made.
- 1.4. On 15th October 2020 Cabinet approved the new “From Recovery to Transformation” report detailing the “Swansea – Achieving Better Together, Transformation Strategy & Programme Framework 2022 – 2026”. This will now inform and shape the budget process, ensuring the budget assists the strategic aims and outcomes of the framework.
- 1.5. In September 2019, the Chancellor of the Exchequer presented the Spending Round 2019 to Parliament. This was originally intended to be an in depth multi-year review of departmental spend, however due to the uncertainties surrounding Brexit, it became a one year only review. A full multi-year review was to follow in 2020, however because of the COVID-19 pandemic this has been delayed, and there was in fact just a further one-year review in November 2020.
- 1.6. Furthermore, also because of the pandemic, the UK Government announced that there would be no UK Government Autumn Budget. The Welsh Government then announced that their budget and settlement announcements would be late again this year, with the provisional settlement announced on 22nd December and the final settlement expected on 2nd March. This makes the budget process extremely challenging, compressed and uncertain to say the least. Equally, however, the now known broad funding increase for local government for 2021/22 is clearly helpful, although the information contained within the settlement makes it clear that the funding available for COVID-19 pressures is much reduced in 2021/22 and this will be a significant risk.
- 1.7. Now that we are approaching a second year of living with COVID-19 and indeed the implementation of post-Brexit, much will clearly hinge on the next UK wide budget and Comprehensive Spending Review in 2021, and

what funding flows to the Welsh Government, to ultimately flow to councils and other public bodies.

- 1.8. This report covers:
- A reminder of key elements of *Sustainable Swansea* and the new Transformation Strategy & Programme Framework 2022 – 2026.
 - An overview of service and budget priorities for the current and following three years
 - An update on the financial challenge facing the Council
 - The proposed savings programme, including specific proposals for 2021/22 and three future years, upon which we now need to consult
 - The key risks associated with the current financial position
 - Proposals for engagement and consultation
 - Staffing implications
 - Delivery and next steps

2. **Background – Sustainable Swansea – fit for the future and Swansea – Achieving Better**

- 2.1. The scale of the financial, demographic and sustainability challenge required the Council to continue to adopt a radically different approach to previous years. An approach that focused on:
- *The core future purpose of the Council*
 - *The transformation of services and the model of delivery*
 - *Greater collaboration with other councils and local organisations, community groups and residents*
 - *And, above all, sustainable solutions with prevention at its heart*

This ambition was set out in *Sustainable Swansea – fit for the future*, our long-term plan for change, underpinned by our Innovation Programme.

- 2.2. The Sustainable Swansea Strategy was agreed by Cabinet and reported to Council in October 2013. The Delivery Programme was approved by Cabinet on 29 July 2014 and was subject to further review and refresh at Cabinet on 16th July 2015.

A major refresh undertaken in 2020 recognised that it has successfully delivered the bulk of £70m worth of savings asks, and enabled the Council to maintain services, performance levels and protect jobs during a period of austerity. However, there are now new challenges and opportunities arising from the new Local Government and Elections (Wales) Bill as well as a changing national political landscape and economic uncertainty including COVID-19 and post-Brexit risks.

- 2.3. Thus, in October 2020 Cabinet approved the new Swansea - Achieving Better Together Transformation Strategy and Programme Framework to strengthen the changes now needed as a result of current circumstances. The new programme builds on and strengthens the Sustainable Swansea

approach, and the strategic aims of Swansea – Achieving Better Together will now focus on:

- The core purpose of the Council
- Transforming services to be effective and efficient
- Greater collaboration with other Councils, organisations, community groups and residents, with a focus on regionalisation
- Balancing the budget for current and future years
- Greater and more meaningful engagements with our residents and community
- To meet the aspirations and targets within the Medium Term Financial Plan.

2.4. These actions are covered in more detail in sections 5 and 7 below.

3. Our Service Priorities for 2021/22 and Beyond

3.1. Although the Council is currently focused on its plan, as set out in the existing MTFP, to save around £55m over the next three years (before any AEF or Council Tax increases), it is vital that we continue to retain Member and management focus on the significant proportion of our budget that will remain. Our gross budget is over £750m (excluding Housing Services (HRA)) and we spend just under £1.8m a day on services to residents (this excludes benefits in kind such as housing benefit and the council tax reduction scheme).

3.2. The Council has clear and strong long-term ambitions for Swansea and the proposals for savings must be seen in the context of the following:

- The Council's top 6 priorities and future plans for services to help deliver the well-being of future generations
- The strategic aims of Swansea – Achieving Better Together – which embrace all that we do
- The application of budget principles – which guide decision making
- The ongoing and sustained real terms reduction in external funding and the need to meet known budget pressures.
- All set within the context of the current COVID-19 pandemic

3.3. The Council's overall aim is to protect frontline delivery of services as far as possible. However, whilst many things are important, not everything can be a priority. It is important, therefore (particularly in the current climate of significantly reduced resources), that we set out clearly our expectations on all services and relative priorities for funding in the context of the budget reductions that we face.

3.4. This requirement is illustrated sharply by the “gearing” effect of savings on services. In other words, if our current savings requirement of £55m (since revised – see below) over three years were applied, for example, just to Place Services, the budget for this area would have to be almost cut in its entirety. Consequently, other areas such as Education and Social Care also need to face some relative real terms level of reduction

over the next three years, given the relative size of their budgets. Equally, however, if the level of funding for 2021-22 were to be sustained in every future year then these planning assumptions could be very fundamentally reshaped and savings asks reduced or possibly even eliminated.

- 3.5. A statement of budget priorities and policy statements that flow from this is set out in **Appendix A**. This statement follows an assessment of services in relation to the following criteria:
- **Invest**: those Services where the Council will increase current levels of investment
 - **Maintain**: those services where the Council will broadly maintain current level of spend in the medium term
 - **Remodel**: those services where the Council will reduce the current level of spend over the medium term

Regardless of relative funding levels, there is an absolute requirement that **all services** must transform and strive for maximum efficiency.

- 3.6. **Following the welcome uplift in funding received from the Welsh Government (£13m), it is envisaged that all directorates will receive an overall increase in cash budgets for next year of at least 3%.**
- 3.7. Planning assumptions over future year settlements, building on from this year's material uplift, will very significantly affect these existing planning assumptions. These assumptions are themselves heavily dependent upon the Comprehensive Spending Review, national government's overall approach to public spending, the Welsh Government's priorities and the consequences of Brexit, all of which substantially add to the risks facing future financial planning assumptions.

4. Financial Update

- 4.1. The financial update that follows needs to be in the context of the Medium Term Financial Plan (MTFP) approved by Council on 5th March 2020.
- 4.2. The indicative savings requirement for the 2021/22 budget and the existing MTFP for the two years, 2022/23 to 2023/24, has been updated and set out in Table 1 below. This table also includes the forecast for two further years, 2024/25 and 2025/26, as the MTFP now rolls forward one year, and is extended by one further year:
- 4.3. It should be emphasised that although there is still a requirement to make targeted savings across all Directorates to live within affordable budget limits, this is in the context of just under £90m being invested into services, **meaning that even with savings Directorate budgets will still grow overall by about £60m over 5 years.**

**Table 1 – Indicative Investment and Savings Requirement for
2021/22 to 2025/26**

	Note	Budget	Medium Term Financial Plan			
		2021/22	2022/23	2023/24	2024/25	2025/26
		£'000	£'000	£'000	£'000	£'000
Future cost of pay awards - Non Teachers	1	1,900	3,800	5,700	7,700	9,700
- Teachers		2,300	3,700	5,200	6,600	8,100
National Living Wage – pay bill	2	0	400	800	1,200	1,600
National Living Wage – contracts		1,300	2,000	3,300	4,800	7,000
Increase in Pension Costs	3	0	0	2,100	4,200	6,300
Cumulative contract inflation	4	1,400	2,400	3,900	5,400	6,900
Capital charges – existing	5	0	0	0	0	0
Capital charges - new scheme aspirations	6	1,100	2,350	3,600	4,850	6,100
Capital charges – expected savings as a result of increased grants and so reduced borrowing – general capital and Band B schools	7	-300	-500	-500	-500	-500
MRP review linked to capital programme	8	366	716	1,053	1,377	1,687
Use of reserves to smooth capital charges impact	9	-3,000	0	-1,000	0	-2,000
Contingency	10	23	67	118	106	332
Covid Recovery - stretching the capital programme by further £20m	11	0	500	900	1,200	1,300
One-off funding for COVID-19	12	7,000	3,000	0	0	0
Rebase part of Resources (e.g. agile and remote working)	13	2,000	2,000	2,000	2,000	2,000
Reinstate temporary Use of Insurance Reserve	14	0	0	700	700	700
Demographic & Service pressures	15	3,000	6,000	9,000	12,000	15,000
Mid and West Wales Fire authority Levy (independently decided by the Fire Authority)	16	350	750	1,150	1,650	2,150
Council Tax Support Scheme	17	3,000	4,200	5,400	6,900	8,400
MTFP Service pressures accepted	18	2,115	3,635	5,050	5,065	5,083
New service pressures accepted	18	7,439	8,169	8,319	8,469	8,669
Passed through AEF to Services	19	297	297	297	297	297
Total known pressures		30,290	43,484	57,087	74,014	88,818
Savings Requirement	20	-8,321	-12,474	-16,595	-23,745	-28,945
Net Funding Requirement		21,969	31,010	40,492	50,269	59,873
Aggregate External Finance increase	21	13,261	16,700	20,300	23,900	27,500
Council Tax increase (including premia and tax base increases)	22	8,708	14,310	20,192	26,369	32,373
Total Resource Investment		21,969	31,010	40,492	50,269	59,873

Notes:

1. *The pay award figures represent a forecast increase of 1% for the period of the MTFP for teachers and non-teachers, following the Chancellor's UK Spending Review and broad pay freeze.*
2. *Assumed increases due to implementation of National Living Wage - will affect contract prices and lower end of own pay scale.*
3. *The costs arising from the triennial revaluation of the local government pension scheme were included at an assumed 0% per annum. This has been revised to an expected 1.5% increase per annum.*
4. *Reflects the assumed minimum cumulative effect of contract inflation.*
5. *The additional estimated borrowing costs because of the current capital programme together with potential increases arising from externalisation of borrowing due to cashflow requirements.*
6. *The initial additional estimated borrowing costs for the delivery of the major aspirational capital programme.*
7. *Expected savings from increased grants from the Welsh Government both for general capital spend and for Band B schools. This will result in lower borrowing requirements and therefore lower borrowing costs.*
8. *The MRP policy was reviewed and agreed by Council at its meeting of 20th December 2018, this is the effect of the re-profiling, which should last for the term of the MTFP, having due regard to the scale of new borrowing. The net effect of both 6, 7 and 8 is, that taken in conjunction with sums in the Capital Equalisation Reserve, that there will be no net revenue cost pressure over the lifetime of this Council (i.e. before 2022).*
9. *Cabinet have prudently built up earmarked reserves to reduce the impact of increased capital charges in respect of new schemes, and targeted use of these reserves is now being built into the budget.*
10. *A small sum to be added to the contingency to allow for changes to (for example) levies not yet received.*
11. *An additional £20m can be spent on the capital programme as a response to the COVID-19 pandemic, as an aid to recovery. This shows the future revenue costs of that additional borrowing to invest.*
12. *It is expected that the impact of COVID-19 will continue for the next 18 months in terms of extra costs and lost income so additional local resources are being invested into services .*
13. *To rebase permanently some demand led pressures in Resources predominantly to enable other services to function remotely through expanded ICT provision and other support functions, as well as to address changes in approach within cross cutting agendas, which are no longer achievable due to external influences.*
14. *The 2017/18 budget report agreed an annual take from the insurance reserve on a temporary basis, after which the use of the reserve will need to be re-instated. This is now extended until 2022/23, which the Section 151 Officer considers reasonably prudent having due regard to the latest insurance valuation advice received.*
15. *Assumed Demographic and Service pressures mainly around Schools and Adult and Children's Services. This has been increased as a direct result of the COVID-19 Pandemic and the need to buy additional Personal Protection Equipment (PPE).*

16. *Estimated Fire Authority Levy increase – the final figure won't be known until February when the independent Fire Authority determines its levy requirement. Early indications are that the levy could rise by between 2% and 3%. Included above is the most likely scenario of around 2.5% for 2021/22, and thereafter. Cabinet may wish to note the Standard Spending Assessment funding for Fire services in this authority is £11.4m (2020/21), the actual levy is £13.7m.*
17. *The assumed cost of Council Tax Support Scheme costs based on Council Tax increases as a planning assumption only at this stage. This does include an increase of £1m for our 2020/21 experience to date and a further £2m for 2021/22 as a result of likely increased claim costs relating to the COVID-19 pandemic. This may be expected to stabilise and could reduce as the economy recovers*
18. *Individual service pressures accepted. Previously agreed pressures have reduced slightly since the published MTFP due to removing the increase to the contingency fund. This has instead been redirected to demographic and service pressures.*
19. *Specific funding for services transferred by the Welsh Government as part of the settlement figure in respect of teachers' pay.*
20. *The savings requirement of £28.945m shown in Table 2 is indicative of the scale of savings required and will be revised over time*
21. *Provisional guideline assumption for 2021/22 and future years, this assumption has been updated from the 2% included in the published MTFP to 3.9% in 2021/22 followed by a reduced 1% increase in future years, currently estimated as the most likely increase.*
22. *Current assumptions on Council Tax, premia and tax base increases.*

- 4.4. Fundamental central assumptions have been made in deriving this table. Most significant is a central assumption that future funding from Welsh Government increases by 1% per annum from 2022/23. This is considered by the Section 151 Officer to be a reasonably prudent assumption, and has been decreased from the 2% used in the MTFP approved by Council in March 2020. This reflects the expectation of a necessary rebalancing of the public sector as a whole at UK level post Brexit, post COVID and to repay the substantial borrowing undertaken to underpin the support to the whole country, which will have to be paid for by future generations of service users and taxpayers.
- 4.5. It is therefore essential that we have visibility of likely future multi- year budget settlements at the earliest possible opportunity to enable us to sensibly plan for the longer term and have due regard to the wellbeing of future generations.
- 4.6. Based on the statement of priorities and having regard to the “gearing effect” when considering savings, the suggested indicative percentage reduction remains as agreed **last year** and is set out in Table 2 below (and Appendix B) for longer term “worst case” planning purposes, which of course may not come to pass at all if one off settlements continue to be much more generous, as they have been in the most recent years :

Table 2 – Indicative Targets – Longer term worst case scenario

Service	Percentage Reduction/ Increase over 4 Years at constant prices*	Previous Planning Assumption	Actual change 20/21 1 year ^
Schools	-15%	0%	+6.5%
Education (excluding Schools)	-15%	-15%	+7.1%
Social Care – Child & Families	-15%	-15%	+4.2%
Social Care- Adults	-10%	-20%	+3.5%
Place	-30%	-50%	+3.6%
Resources \$	-15%	-50%	+4.2%

**Actual budgets will be set based on shares of service pressures, inflationary pressures and investment and specific savings decisions*

^ The actual change column reflects both budget reductions and pressures for one year only: the planning assumptions for future years reflect only reductions. In practice there are usually as many pressures funded and investment decisions made, as reductions, and so headline budgets move markedly less than the planning assumption would appear to imply.

\$ Resources included a £1.8m one off reserves uplift and £1m for CTRS costs which have been restated to show underlying increase. CTRS is so material it will in future be reported separately to the core resources headline increase.

- 4.7. This statement will form the basis of our future medium term financial plan, as well as individual service plans. Notwithstanding this broad target savings range, where it is appropriate to do so, and as set out specifically in this report, **additional targeted investment in to priority areas will also occur** . This is possible because of the significant increase in funding set out in the Welsh Government’s 2020/21 and 2021/22 budget proposals. Whilst this first phase of consultation necessarily focuses on what may need to be reduced and re-prioritised, the main budget proposals in February and March, once the final settlement is known, and initial consultation is concluded, will show overall substantial net cash investment into all services. Some of this is permanent and some temporary; both reflect the changed nature of wide ranging service delivery in a COVID and, hopefully, post-COVID environment.

- 4.8. The MTFP has been extended by one year to include 2025/26. This is to enable the peak of the capital programme to be fully covered and funded over the life of the MTFP, aligning with our obligations, as part of the wellbeing of future generations, to consider the longer term impact of decisions due to be taken now .
- 4.9. The compounding effect of the key AEF assumption is substantial over the life of the MTFP (the savings ask could be higher, lower, or even fully eliminated) as illustrated below:

Table 3 – Impact of Welsh Government Funding on future scope for investment into services

Increase in future year block grant finance assumptions in the MTFP	Reduction (Increase) in gap in one year £'000	Positive (negative) Impact over life of MTFP £'000
-3% - worst case scenario	(14,000)	(54,700)
0% - possible scenario	(3,400)	(14,200)
1% - current assumption as per the above Table 2	0	0
3.9% - continued at 2021/22 headline uplift	10,300	44,100
5.5% - continued at 2020/21 headline uplift	15,900	67,000

In the above table a positive figure indicates sums available to invest into services.

- 4.10. Over recent years the Council has consistently prioritised the **delegated schools budget**, previously meeting its guaranteed funding requirement over a five year period. There is now no formal ongoing ministerial protection or funding guarantee, so any decision over schools funding is a local one to be made by Cabinet and ultimately by Council, having due regard to any budget consultation responses received. Education will continue to be the biggest area of funding within the council's revenue budget and will continue to be a key priority for the Council.
- 4.11. With respect to the Current and Future **Capital Programme**, it is clear at the present time that future support from the Welsh Government in respect of general capital grant and supported borrowing on an annual basis is likely to remain curtailed. **It is likely however that substantial top up capital grants will continue to be released by Welsh Government and this Council will actively pursue opportunities to access all such grants as well as utilising its own borrowing powers to directly make substantial local capital investments into services, including schools.**

4.12. The current year allocation in respect of both of the above elements is just under £13.0m. This is because the Welsh Government increased the total sum available to Authorities by £100m over 3 years, but reducing subsequently each year. Further one off increases and top up capital grants do remain likely beyond those set out in the provisional settlement but, disappointingly, the provisional allocation for 2021/22 for Swansea has reduced to £12.762m. This allocation is only just sufficient to meet the current budgets allocations to cover core commitments as in Table 4 below:

Table 4 – Capital Allocations for 2021/22 assuming spend maintained

	£'m
Provisional Welsh Government funding	12.762
Allocation - property and highways maintenance	-7.375
Disabled Facilities Grants & Improvement Grants	-5.200
Additional	0.187

- 4.13. The remaining capital programme (including improvements to schools) is heavily dependent on future capital receipts and, to that extent, any shortfall in receipts is likely to require an increase in unsupported borrowing to balance the funding for the agreed programme.
- 4.14. Any rise in borrowing has a potentially detrimental effect on future revenue funding, and thus on future generations, and has to be fully planned for.
- 4.15. As such, it is inevitable that the future capital programme will have to be subject to regular review and will be dependent on receipt of specific grant and/or the availability of excess capital receipts.
- 4.16. The original approved four-year capital programme assumes additional unsupported borrowing of some £115m and a longer term overall envelope of up to £180m. This has been materially added to in year with, most significantly, the approval of the Swansea Bay Field Hospital.
- 4.17. In particular, and in direct contrast, further detailed consideration will also have to be given in respect of likely future commitments to, and funding options for, the second phase of the proposed Schools improvement programme, continued investment in the City Centre and the funding requirements that will flow from the Swansea Bay City Region proposals. All of which will benefit not only current, but also future generations. The impacts of new additional unsupported borrowing are reflected in Table 1 above, now reflecting the expected peak by around 2025-26, **and includes adding a further £20m to the overall capital envelope .**

- 4.18. Given the level of overall revenue resources and the scale of the new investment ask over the extended medium term for new capital and the benefits to be felt by future generations the Section 151 officer considered it appropriate to review all the options around changing the Council's Minimum Revenue Provision policy both for past and future investment. Council agreed a report on this on 20th December 2018 and the impact of the recommendations is reflected in Table 1 above. This has reduced the revenue costs in the medium term and increases them longer term, but crucially better match the future costs to the future benefits of that investment. This is entirely in line with the principles of the Well-being of Future Generations Act.
- 4.19. Furthermore, it should be noted that appropriate use of the Capital Equalisation Reserve will be recommended for use in determining the final shape of the overall budget in line with the principles agreed by previous Cabinet and Council decisions. This is designed to ensure that any immediate short term costs of financing Swansea Central Phase 1 is neutralised and thus has no direct impact on other service revenue budgets as more time is taken to adjust to the overall scale of capital spending. This allows a more gradual move towards the longer term financing costs as fully set out in the medium term financial plan.
- 4.20. Any capital receipts from the sale of Schools' assets and estates will become part of the Council Capital Budget. It is currently predicted that the Schools' capital programme will continue to be funded by the Council as a whole.
- 4.21. Finally, it is appropriate to note that HM Treasury did, on 26 November 2020, remove the 1% penalty premium on new local authority PWLB borrowing subject to certain criteria (primarily around not investing for yield and return). £90m was previously borrowed before the premium was first introduced saving £900k per annum in the base budget for the next approximate 50 years. The remaining £90m of the initial £180m will thus once again avoid the premium. 1% saved on the future £90m will enable future capital financing charge to be reduced by £900k per annum and this has been reflected in the MTFP assumptions.

5. Budget Proposals

- 5.1. Budget proposals to meet the current savings requirement for 2021/22 consist of the following elements:
- Funding fully passported in the settlement
 - Service Pressures funded
 - Continuation and development of service delivery savings
 - Commissioning review identified savings
 - Other legacy elements of the *Sustainable Swansea* Delivery Programme approved by Cabinet particularly around cross cutting themes

- A substantial cash increase in Schools Delegated Budgets to meet cost pressures faced and continue to enhance mainstream capacity within schools.
- **Substantial additional** targeted new cash investment into Resources, Education and Place
- Recommendations from the Reshaping Board

Each of these categories are addressed below.

Funding changes in the settlement passport through to services

- 5.2. It has been the practice in previous years to passport through to services any specific sums provided for in the settlement. This intention remains in place.

Further Service pressures

- 5.3. As well as the continuation of funding for specific service pressures that were agreed as part of the 2020/21 budget setting process, the following additional pressures have been identified in respect of:

- Software licences
- Various corporate pressures following implementation of new strategies and plans
- Removal of some previously agreed savings proposals that have proven undeliverable.
- Social Services additional pressures mainly around inflationary cost of placements
- COVID-19 short-term pressures

Service investment

- 5.4. Material service investment requirements have been identified in respect of:

- Education service pressures, particularly in respect of the implications of the Additional Learning Needs Act.
- Social care demography
- Schools funding
- Local priorities and choices
- Responding to continuing and immediate COVID-19 pressures both on a temporary and longer term basis
- Responding to the immediate economic consequences of COVID-19 and the need for a strong civic lead in the future economic recovery of the city

Service Savings

- 5.5. Service savings requirements have been identified in respect of 2021/22 resulting in the summarised position as set out in Table 5 below. The detailed list of savings is set out in Appendix B:

Table 5 – Review of Planned Savings 2021/22

	Proposed savings 2021/22 £'000
Cross Cutting Items	0
Place	1,544
Social Services (including Poverty & Prevention)	4,806
Education (excluding schools)*	1,086
Resources	885
Sub-total (per Appendix B)	8,321
Schools*	0
Total	8,321

*Schools savings and pressures fall entirely to the delegated budgets and are shown separately as these are decisions for schools to take

Budget Strategy

- 5.6. As set out in section 2 above, through *Sustainable Swansea*, and now *Swansea – Achieving Better Together*, the Council is committed to changing the design and delivery of services and to a fundamentally different approach to demand management and early intervention.

In particular, the Council has previously embarked on a series of commissioning reviews across all services and the results of a number of those commissioning reviews have been presented to Cabinet and agreed over the past few years.

Outcomes of those commissioning reviews are expected on a recurring basis for future years and, where specific outcomes require, full consultation and engagement take place before any actions are delivered.

It is anticipated, in line with the principles previously established, that where outcomes from reviews are presented then consultation and action to implement will be undertaken on a rolling basis outside the normal budget cycle.

5.7. The *Sustainable Swansea – Fit for the Future* programme has been reviewed annually, and it is expected that the same will apply for Swansea – Achieving Better Together, in parallel with budget setting in order to:

- Report on and close those projects that have delivered
- Incorporate changes from the internal and external environment, which may be either emerging or long term priorities that will impact the Council’s sustainability
- Evaluate all projects and make appropriate changes, e.g. where legislation, new thinking / models, changes in the Corporate Plan or Local Well-being Plan, or changes from the external environment influence the original scope, therefore the project needs to change
- Incorporate priorities emerging from annual budget discussions between Senior Management and Members, as well as any changes in the revised MTFP
- Review lessons learned with stakeholders (e.g. Audit Wales, Welsh Government, offices of the Commissioners, the Public Sector Ombudsmen for Wales, partners and many other stakeholders) and incorporate learning into the next phase.

2020/21 marks the final year of implementation of the Sustainable Swansea programme, from 2021/22 implementation will be under the new Swansea – Achieving Better Together Transformation Strategy and Programme Framework.

5.8. These proposals can be alternatively summarised in Table 6 as follows:

Table 6 – Budget Proposals 2021/22

	Savings	Savings 2021/22 £m
<i>Savings type</i>	Workforce	364
	Other spending	3,078
	Income	1,248
	Mixed (workforce, income, other)	3,631
	Savings Total as per Appendix B	8,321

5.9. For delivery purposes, all proposals that are approved, after considering the outcome of consultation and Equality Impact Assessments, will be combined into a single delivery tracker with progress updated monthly by the Head of Service accountable for delivery.

Schools’ Delegated Budgets

5.10. The indicative savings assessments set out in Table 2 at 4.6 above and Appendix A, show that it is inevitable, given the scale of reductions

required within the one education budget, that ongoing consideration will have to be given to the longer-term level of schools' delegated budgets. However, the settlement for 2021/22 does mean there can be clear prioritised investment, once again into schools.

- 5.11. Budget movements can be viewed in two ways:
- Actual cash increases in levels of funding provided to Schools
 - Real terms changes in Schools funding, taking into account known spending needs, as previously advised and shared with the Schools Budget Forum.

- 5.12. For current consultation purposes, it is intended that there will be a proposed 3.3% (£5.255m) cash increase in headline schools funding (which includes Pupil Deprivation Grant and Post 16 funding, which come separately from Welsh Government and appear themselves likely to be frozen).

This is more than sufficient to meet the additional cost and demographic pressures facing schools, particularly teachers' pay and cost increases in relation to service level agreements. This is clear from the budget pressures set out in Table 7 below that fall directly to the delegated schools budget and further supports the enhancement of mainstream provision within schools as part of the existing education budget strategy.

- 5.13. There are other budget pressures detailed in Table 1 in Section 4.3 that will fall directly to the non-delegated budget, even though these relate to externally driven and demand led areas of statutory provision for pupils (such as additional learning needs (ALN) and home to school transport).

Table 7 – Main Pressures on Schools Delegated Budgets

Identified budget pressure in schools	2021/22
	£'000
Schools pay award	2,300
Teachers Pay Grant passported by Welsh Government	297
Demographic and other cost pressures, and enhancement of mainstream capacity within schools (e.g. free school meals, ALN and Service Level Agreements)	2,658
Total	5,255

Change from Council budget as proposed	2021/22
	£'000
Additional funding for pressures and continued investment in schools	5,255
Net savings required from schools	0
Total net budget increase proposed - schools	5,255

In addition, a £639k top slice will be made for each of the next ten years from the capital equalisation reserve to ensure that a centrally funded ICT replenishment reserve is available to schools for their likely future infrastructure needs This is provided on top of the cash uplift above .

The schools delegated budget includes PDG and Post 16 grant. We await final clarification on these but they currently look likely to be frozen. The cash uplift on core council funded school budgets excluding PDG and Post 16 is 3.5% not 3.3%

- 5.14. Education will continue to be biggest area of funding within the council’s revenue budget and will continue to be a key priority for the council.

Cabinet will have to consider what actual overall funding is proposed in respect of the Schools delegated budget following consultation with all head-teachers at a meeting on 12th January 2021. This will be presented back to Cabinet as part of the overall consultation report.

For the past few years, there has been no ministerial funding guarantee for schools explicit in the provisional revenue settlements. The provisional settlement does make clear however that the cost pressures in schools are definitively recognised by Welsh Government and were a material factor in the overall settlement.

Recognising previous policy commitments, it is also intended that any other specific cash increase for schools in the final settlement, once confirmed, will be passported through as targeted additional investment in schools delegated budgets.

It is recognised that even with that potential level of investment that schools, like all services, face significant real pressures in the medium to longer term, when the costs of the COVID-19 response nationally will need to be repaid.

Total Proposals

- 5.15. The total net savings across the areas outlined above are shown in Table 8 below:

Table 8 – Proposals for 2021/22

Savings	Net Savings £m
Service Savings (as per Appendix B)	8,321
Schools savings	0
Council tax income (Including assumptions on premia, and an increased tax base)	8,708
Aggregate External Finance increase	13,261

Council pressures	-30,290
Net Pressures less Funding	0

5.16. The detailed proposals are set out in **Appendix B**. Subject to Cabinet approval, consultation will commence on the proposals, as appropriate, with staff, Trade Unions, Schools' Budget Forum, residents, affected groups and partners, alongside Equality Impact Assessments (EIAs).

Other Savings and Funding Options

5.17. The current total of all savings proposals for 2021/22 is £8.321m, against the current total requirement of £30.290m (including Schools pressures). The current assumption is that the gap will be funded by an overall increase in Council Tax yield (which includes growth in tax base and the premium applied to empty and second homes) of £8.708m and Aggregate External Finance increase of £13.261m. Work will continue over the next two months up to Cabinet in February 2021 to assess a range of options. This is necessary because:

- Some proposals may not be approved following the outcome of consultation and Equality Impact Assessments
- Additional savings are required as a contingency against non-delivery of some savings in year
- Some services may need additional investment, which will be decided following consultation.
- Final Council Tax levels may be lower (or higher) than the assumptions in this report.

5.18. This assessment will include a review of other service savings and our policy on Council Tax. It should be noted that the Welsh Government has made an assumption of Council Tax increases of 5.1% in its standard spending assessment.

6. Assessment of Risks and Uncertainties

6.1. As in previous years, the budget proposals as presented must be viewed in the context of the ongoing risks and uncertainties that the Council faces during 2021/22 and beyond:

6.2. These currently include:

- a) **Equal pay claims:** The risk at the present time is now very residual.
- b) **Pay and grading appeals:** It is assumed, as in previous years, that costs arising out of pay and grading appeals will be met from within Directorate approved budgets and schools delegated budgets where appropriate.

- c) **Specific grants:** It is possible that, based on previous experience, the Council could suffer from a reduction in specific grants received from Welsh Government and other public bodies. Initial indications from the provisional settlement are, however, that the risk is very limited in 2021/22. Most specific grants announcements to date appear broadly frozen. There are significant uplifts to both Social Care Workforce Grant (25%) and Housing Support Grant (30%) which taken together should be worth at least an additional £5m to the Council for next year. One off Covid related grant and funding support for next year remains very uncertain with relatively modest sums announced to date for the whole of Wales local government. It remains the case that where grant reductions do occur they will require specific service cost reductions in addition to any savings targets identified above.
- d) **The savings proposals** for 2021/22 and beyond are predicated on clear and decisive action being taken to deliver wide-scale transformational change longer term. This will require robust implementation, monitoring, review and if necessary enforcement of savings proposals.
- e) **The timing** of Welsh Government announcements on the detail of both core and specific grants means that uncertainty will remain until after the final period of the budget setting process.
- f) **Ongoing forecast service overspending** in 2020/21, which may or may not continue into 2021/22, taking into account the very disruptive nature of COVID-19 and the potential disruption post Brexit .
- g) **General Reserves** remain at the lowest advisable level as advised by the Council's 151 officer and are not therefore able to meet any large current or future service overspends.
- h) **Costs of staffing reductions** could continue to be significant. All future departure costs will fall to individual service revenue accounts, including education, for schools departures.
- i) **Overspending risks in 2021/22** are material because future savings are considered to be equally challenging to both agree and deliver, as notwithstanding this year's settlement, savings continue to need to be made, and require ever more difficult decisions and more wide scale transformational change
- j) **Local Government and Elections (Wales) Bill** – the Welsh Government has proposed legislative changes around Local Government and Elections. There are likely to be financial implications arising from this, however until more detail and implementation timescales are known this can only remain a risk for future consideration.

- k) **Future Year Settlements** - there has been no indication from the Welsh Government on future year settlements – there is a significant risk that the increase for 2021/22 may not be capable of being fully sustained in future settlements.
- l) **COVID-19** – there is a real risk that the impact of the COVID-19 pandemic will continue into 2021/22 and beyond, at a level higher than that anticipated. There is also a risk that the ongoing effects of the pandemic could continue to affect national and indeed global finances.
- m) **COVID-19 Grants** – the Welsh Government has reduced dramatically the grant funding available for the impact of COVID-19 in 2021/22 compared to that available in 2020/21. This is a huge risk as things are unlikely to return to normal overnight. The scale is that of those grants confirmed there is a drop from nearly £600m available in 2020/21 to just £13m in 2021/22 at an all Wales level for local government.
- n) **Brexit** – even post Brexit the impact of Brexit on the UK and how that will affect the funding available for Local Government is still largely unknown.

7. Consultation and Engagement

7.1. In previous years the Council has consulted on a number of issues including:-

- Specific budget proposals relating to budget reductions impacting on the following year's revenue and capital budget together with potential longer term savings to deliver the MTFP.
- Consultation on shaping the Council's Wellbeing Objectives, as set out in the Corporate Plan 2018-22.

7.2. In terms of Council priorities, consultation has been taken into account in deciding the new key priorities (Well-being Objectives and Improvement Objectives) which are as follows:-

- **Safeguarding** people from harm – so that our citizens are free from harm and exploitation.
- Improving **Education and Skills** - so that everyone in Swansea gains the skills and qualifications they need to succeed in life.
- Transforming our **Economy and Infrastructure** – so that Swansea has a thriving mixed use City Centre and a local economy that will support the prosperity of our citizens.
- **Tackling Poverty** – so that every person in Swansea can achieve their potential.
- Maintaining and enhancing Swansea's **Natural Resources and Biodiversity** – so that we maintain and enhance biodiversity, reduce our carbon footprint, improve our knowledge and

understanding of our natural environment and benefit health and well-being.

- **Transformation and Future Council** development – so that we and the services we provide are sustainable and fit for the future.

7.3. In terms of the current consultation, it is not intended that we repeat the consultation exercise on overarching Council priorities at this time. Likewise we will not consult again on matters that are merely a continuation of existing good practice, or previously agreed plans, such as our continued successful implementation of the Safe Looked After Children reduction strategy, or where there is more detailed consultation, following the findings of our commissioning reviews.

7.4. However, as in previous years, the Council will undertake a full consultation on proposals that will affect the public in general or specific sections of the Community.

7.5. It is essential that in agreeing to consult we take into account the following:-

- Under the Public Sector Equality Duty (Wales) we have to engage with protected groups to assess the likely impact of any policies or practices being proposed or reviewed.
- The Wales National Principles for Public Engagement include the expectation that engagement gives a real chance to influence policy, service design and delivery from an early stage.
- Under the Gunning principles, consultation should be at an early stage with public bodies having an open mind, those being consulted have enough information to make an intelligent choice, enough time is provided for people to make an informed choice and consultation responses must be taken into account by those making the decision as to budget.
- The requirements and principles embedded in the Well-being of Future Generations (Wales) Act, which underpin everything that the Council does.

7.6. Details of the settlement dates from Welsh Government detailed elsewhere in this report highlight the extremely difficult timetable the Council faces in setting its budget proposals.

7.7. In terms of consultation, the Council intends to fulfil its obligations by:-

- Undertaking a **Public Survey**. Specific budget proposals and those relating to the Commissioning Reviews will be included in the public survey that will be available online.
- **Consultation with groups**. We will promote the survey to a number of Groups including children and young people, groups with protected characteristics and organisations such as Community Councils.
- **Staff engagement**. The survey will be promoted to staff.
- **Unions**. The Leader, Cabinet Members and Officers are due to meet Union representatives to discuss the proposals.

- **Schools.** Officers and Members will consult headteachers on proposals that affect schools.

In addition, the Council will promote and communicate the consultation via website and Social media.

- 7.8. There will be on-going consultation during the forthcoming year as and when the individual Commissioning Reviews progress and develop their proposals for transforming services and helping to deliver contributions towards the overall savings requirement.

8. Staffing Implications

- 8.1. The Council, working in partnership with Trade Unions, succeeded in largely avoiding compulsory redundancies as part of the implementation of the budget savings for 2020/21. This was achieved by a continued flexible policy on redeployment and a proactive approach by all parties. The clear intention is to build on this approach for 2021/22 and to look for other ways of avoiding compulsory redundancies if at all possible.

- 8.2. However, a modest reduction in posts in 2021/22 may still be unavoidable, given that around 45% of the Council's overall costs relate to employees (significantly more in some Service Areas).

- 8.3. Notwithstanding the scale of the challenge, in line with the Council's current policy, every effort will be made to minimise compulsory redundancies. Management action includes:

- *Tight management of vacancies so that we manage the deletion of posts via natural wastage over time*
- *The use of fixed term appointments where cover is necessary*
- *Stopping the use of agency staff unless a clear business case can be made*
- *Redeployment and retraining where ever possible*
- *Further encouragement of staff to consider ER/VR options*
- *Encouraging staff to work flexibly e.g.: reduce hours or job share*
- *Flexible retirement*

- 8.4. The groups of staff likely to be most at risk (no options can be ruled out at this stage) are those affected by service savings, those in management/supervisory posts, those employed in business support functions.

Those employed in schools are also considered to be at risk but staffing decisions are a matter for individual school governing bodies to determine. However, the overall proposed cash increase to the delegated budget is more than sufficient to meet any cost pressures and consequently any staffing losses will not be a result of budget proposals but will reflect local factors, particularly pupil numbers and/or changing ALN needs within a particular school.

The latest indicative estimate of the impact of the current proposals on total staffing numbers for 2021/22 is set out in Table 9 (shown as Full Time Equivalent (FTEs)).

Table 9 – Impact of Savings Proposals on FTEs 2021/22

		FTEs
Service Saving Proposals		
	Resources	9
	Place	6
	Education (excluding Schools)	0
	Social Services	0
	Total	15

		FTEs
Indicative schools figure *		
	Schools	0
	Total	0

*** Decisions will be taken by individual school bodies.**

- 8.5. The Council will need to consult with Trade Unions about the 2021/22 savings proposals and the likely impact on staff; in particular, the management of change and selection criteria where posts are at risk of redundancy. It is a legal requirement and incumbent upon the Council to commence formal negotiations with the Trade Unions to seek to avoid the need for such redundancies, to consider alternatives and to seek to reach agreement on the selection process for redundancies, should we get to that position. This is in line with the requirements of Section 188 (1) of the Trade Union and Labour Relations (Consolidation) Act 1992 (as amended). This is on the basis that these proposals could potentially affect less than 99 employees and that the period of consultation will be for a minimum of 30 days.
- 8.6. The Council is committed to continue to work closely with Trade Unions to minimise the number of compulsory redundancies, as it always is. This year especially, however, noting the relatively small scale of numbers of overall posts still remaining at some risk and the potential in the settlement headroom to consider significant investment into services before the budget proposals are finalised, the scope for new redeployment opportunities and absolute minimisation of the final risk to any individual role is greatly enhanced.
- 8.7. Reflecting the principle in the MTFP stated earlier in this report, consultation will be undertaken on a rolling basis outside the normal budget cycle, as the outcomes from commissioning and other reviews are presented to Cabinet. Consequently, in some Service Areas, it is not possible at this time to give details of the precise impact on staff and the

figures quoted are, therefore, overall estimates. The regular liaison meetings with Trade Unions will be used to provide more detail when this becomes available as future options are agreed.

9. Delivery – “Decide and Do”

- 9.1. Delivery of the Budget Strategy and Savings Programme is clearly critical. If this is not given the right attention savings will not be achieved. This requires a clear understanding of the organisational requirements to deliver as set out in *Sustainable Swansea*.

Deliverability of Savings

- 9.2. In parallel with the consultation process, we are undertaking a robust appraisal of all options for savings to ensure:
- They are deliverable
 - We understand the impact
 - We have assessed the risks and how these can be mitigated

Subject to the above, we will adopt the principle of “decide and do” in terms of a pragmatic approach to the implementation of proposals.

- 9.3. The Corporate Management Team has oversight of the programme management arrangements for the Savings Programme. This includes a sponsorship role for Directors, supported by a wide range of Heads of Service and Senior Managers from every part of the Council and project support.

Timeline

- 9.4. The remaining timeline for the Budget process is set out in Table 10 below.

This timetable is effectively being driven by the dates set for the provisional and final settlements

Table 10 – Budget Timetable

12 th January 2021	Initial consultation with Schools starts	Annual meeting with Headteachers on 12 th January, School Budget Forum met on 6 th January
20 th January 2021	Scrutiny	Review of Cabinet proposals
21 st January 2021	Cabinet	Approves budget proposals for consultation
22 nd January 2021	Rapid consultation commences	A variety of means will be used including specific consultation with <ul style="list-style-type: none"> • Staff • Trade Unions • Young People • Taxpayers • The public
15 th February 2021	Consultation closes	Headline report will be produced on initial consultation responses
17 th February 2021	Scrutiny	Review of Cabinet proposals
18 th February 2021	Cabinet	Reviews initial consultation feedback and recommends Budget
4 th March 2021	Council	Reviews final consultation feedback, approves Budget and sets Council Tax

10. Next Steps – Swansea – Achieving Better Together

10.1. As stated above, the scale of the financial challenge requires the Council to continue to adopt a radically different approach to previous years. An approach that focuses on:

- *The core purpose of the Council*
- *Transforming services to be effective and efficient*
- *Greater collaboration with other Councils, organisations, community groups and residents, with a focus on regionalisation*
- *Balancing the budget for current and future years*
- *Greater and more meaningful engagements with our residents and community*
- *To meet the aspirations and targets within the Medium Term Financial Plan.*

This ambition is set out in *Swansea – Achieving Better Together*.

10.2. Uncertainty of future funding, especially following the COVID-19 pandemic and post-Brexit, means a range of spending options need to be considered including risks of substantial real terms cuts but equally

opportunities for real terms increase if overall public spending is materially increased. Spending decisions cannot take place without a fundamental review of the future purpose and shape of the Council to 2021 and beyond. This is particularly important because:

- The Council has clear aspirations and policy commitments to improve outcomes for residents that will need to be delivered alongside savings
- We will also need to consider the requirement for further investment in prevention in social care to remodel the projected future demand for services
- This requires a debate about innovation, service transformation, and doing things differently
- And we must collaborate with others to achieve this
- All this has to be considered alongside the ambitious Capital Development programme with known increases in associated future borrowing costs
- To ultimately deliver the well-being of future generations.

10.3. Consequently, the current debate with residents and partners, as well as inside the Council, about the Core Purpose of the Council, what residents and communities can do for themselves and the Future Shape of the Council is fundamental.

11. Equality and Engagement Implications

- 11.1. The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 11.2. In line with legislative requirements, a fundamental part of our approach is to assess the impact of proposals on residents and the community. As in previous years, the corporate Equality Impact Assessment (EIA) process continues to be followed for all new proposals. EIA reports will not be finalised until engagement activities have been completed so that the findings can be taken into account. They will then form part of the decision making process. Proposals that were previously screened (and/or subject to a full EIA report) are being re-visited by managers to ensure that:
- The information is still accurate and relevant and up-to-date
 - Proposals comply with the Well-being of Future Generations (Wales) Act
 - Proposals comply with the Welsh Language Standards

11.3. Cabinet and Council will receive a full report on the feedback from the consultation and outcomes of the EIA process in February 2020 so that they can be fully taken into account before any decisions are made.

11.4. There will also be full engagement with the Council's Scrutiny Committee.

12. Financial Implications

12.1. This report sets out the Council's projected budget position for 2021/22 and sets out proposals to meet the projected pressures currently estimated at £30.290m.

12.2. It is a legal requirement that Council sets a balanced Revenue Budget for each financial year and it is essential that detailed plans to address projected shortfalls are developed and, more importantly, delivered over the coming years.

12.3. Progress with achieving savings agreed as part of the 2020/21 budget is monitored each month by the Corporate Management Team and the Reshaping and Budget Strategy Board, with quarterly reports to Cabinet.

13. Legal Implications

13.1. Specific legal duties relating to consultation and the setting of the budget are set out in the main body of the report. The Council is under a duty to set a balanced budget by 11th March 2021.

13.2. Any budget consultation must be meaningful and be taken into consideration when making any decision.

13.3. The council has a public sector equality duty under the Equality Act 2010. In order to comply with that duty it is essential that Equality Impact Assessments are undertaken where appropriate in relation to budget proposals and any impact is considered.

Background Papers: None

Appendices:

Appendix A – Statement of Medium Term Budget Priorities

Appendix B – Savings Proposals 2021/22

STATEMENT OF MEDIUM-TERM BUDGET PRIORITIES

PURPOSE

This paper sets out the Council's views on relative service and budget priorities in the context of the delivery of *Swansea – Achieving Better Together* and the Medium Term Financial Plan.

The statement has three objectives:

- *An indicative statement about future funding for services, together with an overall percentage reduction in spend over the next 4 years*
- *A high level statement for services about expectations for transformation and delivery*
- *Policy statements for each major service block setting out how the funding challenge will be met*

STRATEGIC CONTEXT

The scale of the financial, demographic and sustainability challenges facing Swansea require a radically different approach to the past. *Swansea – Achieving Better Together* sets out the Council's long-term objectives for meeting these challenges and for transformational change for services, the Council and our relationship with residents.

The Council has also adopted a revised Corporate Plan that sets out six top well-being priorities for the future:

- *Safeguarding people from harm*
- *Improving Education & Skills*
- *Transforming our Economy & Infrastructure*
- *Tackling Poverty*
- *Maintaining and enhancing Swansea's Natural Resources and Biodiversity*
- *Transformation & Future Council development*

The Council's overall aim is to protect frontline delivery of services as far as possible. However, whilst many things are important, not everything can be a priority. It is important, therefore - particularly in the current climate of significantly reduced resources – to set out clearly our expectations on all services and relative priorities for funding.

FINANCIAL CONTEXT

We currently estimate that the Council will face pressures of around £60m over the next 5 years, on a central scenario of future grant increases at 1% after 2021/22. The actual amount could vary significantly given the uncertainty over the comprehensive Spending Review now due in 2021, Brexit and COVID-19 impacts. This requires not only a strategy for transformation, which is set out in *Swansea – Achieving Better Together*, but also a clear statement of the expected impact across the Council’s major services.

SETTING INDICATIVE MEDIUM TERM FINANCIAL ALLOCATIONS

The Council is proposing indicative medium-term financial allocations following an assessment of our overall priorities and the financial context that we face.

The statement which follows is based on an assessment of services in relation to the following criteria:

- **Invest:** those Services where the Council will increase current levels of investment in order to:
 - Deliver our top priorities; and/or
 - Achieve significant reductions in future spend
- **Maintain:** those services where the Council will broadly maintain current level of spend in the medium term to:
 - Deliver our top priorities
 - Meet statutory requirements
 - Meet resident expectations
- **Remodel:** those services where the Council will remodel the current level of spend over the medium term:
 - Because these are lower priority areas
 - To contribute to the overall budget savings requirement

In setting financial allocations we have also had regard to the “gearing” effect of savings on services. In other words, if our current funding requirement of £60m over five years was applied, for example, just to the Resources Directorate (excluding Council Tax Reduction Scheme) and the Place Directorate, the budgets for these areas would be mostly cut in their entirety. Consequently, other areas such as Education and Social Care also need to face some level of reprioritisation over the next 5 years given the relative size of their budgets.

GENERAL PRINCIPLES FOR ALL SERVICES

There are a number of principles that apply to all the Council’s services, regardless of the assessment of relative priorities. These are set out below.

Budget Principles

The Council has adopted a number of Budget Principles that underpin *Sustainable Swansea*:

<i>Everything is included</i>	<i>Increased income</i>
<i>Engagement</i>	<i>Different models of delivery</i>
<i>We will have less money</i>	<i>Supporting those at risk</i>
<i>Demonstrating efficiency</i>	<i>Evidence base</i>
<i>Cutting Red Tape</i>	<i>Sustainable outcomes/prevention</i>
<i>Full cost recovery</i>	<i>Personal Responsibility</i>

All Services must apply and be consistent with these Budget Principles.

All Services are also required to address these Principles as part of business planning and developing savings proposals.

Service Transformation and Efficiency

There are expectations upon all Services in relation to transformation and efficiency, which must be met regardless of relative priority for funding:

Transformation	<p>All service must transform through a fundamental review of purpose, however services are commissioned, to:</p> <ul style="list-style-type: none"> • deliver better outcomes • develop a sustainable delivery model, fit for the future • remodel costs and secure value for money
Efficiency	<p>All services must continue to strive for efficiency, in particular:</p> <ul style="list-style-type: none"> • reduce management and other overheads • maximise opportunities for increasing income from charges, trading and external sources • reduce the cost of purchasing supplies and services • work with others to achieve better outcomes • look for opportunities for residents or community groups to take or share responsibility for services

APPENDIX B

Director	Head of Service Budget	Savings Proposal	Savings 2021/22 £'000
Education	Non-Delegated	Further reductions in regional improvement service, consistent with funding settlements	16
Education	Non-Delegated	ALN Transport - review of spread and nature of STF provision / review of assessment / processes to better promote independent travel and integrate provision with Social Services(unless savings are taken corporately and base budget reduced)	50
Education	Non-Delegated	School Meal prices: further increases to reflect increased costs (previously agreed and to be reviewed each year	80
Education	Non-Delegated	Home to School Transport - savings identified as part of wider focused scrutiny of nature and spread of educational provision (unless savings are taken corporately and base budget reduced)	100
Education	Non-Delegated	Catering and Cleaning services - Continuing work towards full cost recovery through SLAs where schools are receiving additional funding to reflect such cost pressures	100
Education	Non-Delegated	Reducing pupil mobility - bringing forward future managed savings through new EOTAS model	150
Education	Non-Delegated	Review of Out of County placements / delivery model - dependent on additional special school places	250
Education	Non-Delegated	Review of demand and service pressures with need for still tighter mitigation actions to replace the savings targets within the existing MTFP which are undeliverable to the timescale required	340
		Education	1,086
Place	Corporate Property Services	Reduce maintenance on a number of building assets assuming a number will have transferred (or would need to be closed)	50
Place	Highways and Transportation	CTU service become commercial operation within 2 year or externalise service	250
Place	Housing & Public Protection	Introduce paid for advice and approval service for businesses across Food Safety and Trading Standards functions (10
Place	Housing & Public Protection	Proceeds of Crime (POCA) income to be reinvested in core Trading Standards Service	10
Place	Housing & Public Protection	Stop Renewal Area programme in Swansea when Sandfields Renewal Area status expires in 2019 and reduce private sector renewal activity. This means no further private sector house condition assessments are done and no further Council led area based private home improvement schemes can be implemented	14
Place	Housing & Public Protection	Registrars - Set a fee to 'save the date' for future weddings. Proposal to charge £25 per booking. Average of 1000 marriages a year. Increase income target accordingly.	25

Director	Head of Service Budget	Savings Proposal	Savings 2021/22 £'000
Place	Housing & Public Protection	Above inflation (5%) increase to fees and charges and increased income generation activity across Bereavement Services, Registration Services, Building Control, Trading Standards, Food & Safety, HMO licensing and Housing Renewals. Main risk in Burials and Registrations is terms of remaining competitive	150
Place	Planning & City Regeneration	Reduce net cost of Natural Environment services by generating additional income and maximise use of grants	25
Place	Waste Management & Parks	Increase graffiti charges by 200% over 4 years to ensure full cost recovery	10
Place		Savings Temporarily funded by one-off COVID money	1,000
		Place	1,544
Resources	Communication & Marketing	Reduction in operating budget	20
Resources	Communication & Marketing	Freezing Vacant Post	30
Resources	Communication & Marketing	DesignPrint - reduce the amount of printed material across the council through centralising budgets	50
Resources	Communication & Marketing	Building costs savings due to relocation to the Civic Centre.	70
Resources	Customer Services & Complaints	Reshaping of how we deliver customer services and complaints	69
Resources	Digital Services	Savings from across budget	28
Resources	Finance	CTRS - Carefully managed use of CTRS budget	9
Resources	Finance	Brings forward modest planned staffing reductions through vacant post and ER/VR management in Service Centre linked to Oracle modernisation	50
Resources	Finance	NDR & Business Grant Administration - One off extra income from processing likely extra Covid related grants in 21-22	200
Resources	HR&OD	Reshaping the delivery of the service and wider functions and freezing vacant posts	199
Resources	Legal Services	Increase in income	3
Resources	Legal Services	Reduction to Supplies & Services	52
Resources	Legal Services	Legal - Saving from freezing vacant posts	105
		Resources	885
Social Services	Adult Services	Efficiencies linked to the spending control and processes in relation to the share of costs of packages of care for individuals with complex health and care needs through bi/tri partite agreements with the Health board and other statutory partners	100

Director	Head of Service Budget	Savings Proposal	Savings 2021/22 £'000
Social Services	Adult Services	Increase regional investment in Hospital to Home Recovery Service to bear down on unnecessary recourse to care)	146
Social Services	Adult Services	Efficiency savings in Printing, Car Allowance, Staff Expenses and Stationary Budgets across the service due to changes in working practices	200
Social Services	Adult Services	Transformational co-produced future model for Day Services, based on lessons learned through Covid	200
Social Services	Adult Services	Increase efficiencies (transactional savings) in costs of direct payments	200
Social Services	Adult Services	1% reduction on staffing budget through vacancy management processes and maximising use of available grant funding.	350
Social Services	Adult Services	Realise savings in efficiencies through the Supported Living retender	400
Social Services	Adult Services	Work though Complex Needs high cost placements and establish a collaborative approach with Health and other statutory partners for funding these packages of care	400
Social Services	Adult Services	Continue with the Right Sizing Packages of Domiciliary Care work to reduce expenditure and under delivery	450
Social Services	Adult Services	Increase funded contributions to costs of packages of care	500
Social Services	Child & Family Services	Integrate Family Support Services across Council into a single family support function focussed on better prevention	50
Social Services	Child & Family Services	Reduce the number of independent foster placements	50
Social Services	Child & Family Services	Efficiency savings in Printing, Car Allowance, Staff Expenses and Stationary Budgets across the service due to changes in working practices	100
Social Services	Child & Family Services	Reduce expenditure on external providers through recommissioning contracts achieving best value	180
Social Services	Child & Family Services	Efficiency savings within supported accommodation for 16 - 17 year olds through recommissioning of fixed accommodation for YP.	250
Social Services	Child & Family Services	Work though Complex Needs high cost placements and establish a criteria and equitable formula for funding these placements with Health and other statutory partners	500
Social Services	Child & Family Services	2.5% reduction on staffing budget through vacancy management processes and maximising use of available grant funding	505
Social Services	Poverty & Prevention Services	Efficiency savings in Printing, Car Allowance, Staff Expenses and Stationary Budgets across the service due to changes in working practices	20

Director	Head of Service Budget	Savings Proposal	Savings 2021/22 £'000
Social Services	Poverty & Prevention Services	1% reduction on staffing budget through vacancy management processes and maximising use of available grant funding.	20
Social Services	Poverty & Prevention Services	20% reduction of core funding for Childcare and Play Grants and replace with available grant funding	35
Social Services	Poverty & Prevention Services	Restructure life stages team within wider staffing structure realising staffing efficiencies	50
Social Services	Poverty & Prevention Services	Diversify Adult Community Learning delivery offer post Covid to address need and maximise use of available Grant	100
		Social Services	4,806
		Grand Total	8,321

Agenda Item 8.



Report of the Local Authority Governor Appointment Group

Cabinet – 21 January 2021

Local Authority Governor Appointments

Purpose:	To approve the nominations submitted to fill Local Authority Governor vacancies in School Governing Bodies
Policy Framework:	Local Authority (LA) Governor Appointments Procedure (Adopted by Council on 26 October 2017)
Consultation:	Access to Services, Finance, Legal
Recommendation(s):	It is recommended that: 1) The nominations recommended by the Interim Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills be approved.
Report Author:	Gemma Wynne
Finance Officer:	Chris Davies
Legal Officer:	Stephanie Williams
Access to Services Officer:	Catherine Window

1. The nominations referred for approval

1.1 The nominations are recommended for approval as follows:

1. Clase Primary School	Cllr Chris Holley Cllr Peter Black Cllr Graham Thomas Mrs Julie Palmer
2. Cila Primary School	Mrs Helen Richards

3. YGG Tan Y Lan	Mrs Meleri Cole
4. Dylan Thomas Community School	Cllr Lesley Walton

2. Financial Implications

- 2.1 There are no financial implications for the appointments; all costs will be met from existing budgets.

3. Legal Implications

- 3.1 There are no legal implications associated with this report.

4. Equality and Engagement implications

- 4.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.
- 4.2 Our Equality Impact Assessment process ensures that we have paid due regard to the above.
- 4.3 There are no equality and engagement implications associated with this report. Under the Government of Maintained Schools (Wales) Regulations 2005, it is a statutory requirement for all schools to have Local Authority governors who are appointed by the Direction of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills. The Councillor(s) representing the ward(s) in the catchment area of the schools', the Headteacher and Chair of governors views will be sought to input into the decision-making and recommendations are taken to Cabinet for ratification as agreed by the Council Constitution.

Background papers: None

Appendices:

Appendix A - Equality Impact Assessment Form

Equality Impact Assessment Screening Form – Appendix A

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Education

Directorate: People

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(b) Please name and describe here:

Appointing Local Authority governors to schools in Swansea

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18) →	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees) →	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asylum seekers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief →	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language →	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

This activity does not require consultation

Equality Impact Assessment Screening Form – Appendix A

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input checked="" type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
--	---	--

(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?
(Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
---	---	---

Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes x No If yes, please provide details below

Q7 HOW DID YOU SCORE?
Please tick the relevant box

MOSTLY H and/or M → HIGH PRIORITY → EIA to be completed
 Please go to Section 2

MOSTLY L → LOW PRIORITY / NOT RELEVANT → Do not complete EIA
 Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

There are no equality and engagement implications associated with this process. Under the Government of Maintained Schools (Wales) Regulations 2005, it is a statutory requirement for all schools to have Local Authority governors who are appointed by the Direction of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills. The Councillor(s) representing the ward(s) in the catchment area of the schools', the Headteacher and Chair of governors views will be sought to input into the decision-making and recommendations are taken to Cabinet for ratification as agreed by the Council Constitution.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Gemma Wynne
Job title: Governor Support Officer
Date: 24/11/20
Approval by Head of Service:
Name: Kate Phillips
Position: Interim Head of Service, Achievement and Partnership
Date: 24/11/2020

Agenda Item 9.



Joint Report of the Cabinet Members for Adult Social Care & Community Health Services, Children Services and Supporting Communities

Cabinet – 21 January 2021

Co-production Social Care Strategy

Purpose:	To report on the development of a Co-production Strategy in Social Care
Policy Framework:	Social Services and Wellbeing (Wales) Act 2014, Wellbeing of Future Generations (Wales) Act 2015
Consultation:	Legal, Finance, Access to Services, Social Service Directorate and Citizens
Recommendation(s):	It is recommended that: 1) The Co-production Strategy for Social Care is approved and adopted for the Social Services Directorate
Report Authors:	Jane Whitmore/Lisa Banks
Finance Officer:	Chris Davies
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1. Background

- 1.1 The Social Services and Wellbeing (Wales) Act 2014 sets a clear expectation within the Code of Practice to Part 2 that Local Authorities adhere to the principles of Co-production when planning, designing and delivering care and support.
- 1.2 Co-production puts people who receive care and support on an equal footing with the people organising care ensuring voice, choice and control.

This says that Local Authorities must:

- Put in place transparent arrangements where people are equal partners in designing and operating services
 - Ensure these arrangements comprise local and regional panels of commissioners, citizens and providers working together to shape services that meet the needs of people who need care and support
 - Report on what they are doing to support Co-production in the Social Service Directors' Annual Report
- 1.3 Within the Well-being of Future Generations (Wales) Act 2015 there is a requirement for public bodies in Wales to think about the long-term impact of their decisions, to work better with people, communities and each other, and to prevent problems such as poverty, health inequalities and climate change. The 5 ways of working to achieve this sets out clear expectations for involvement and collaboration. Co-production supports these requirements.
- 1.4 Whilst the Social Services and Wellbeing (Wales) Act is not restricted to Social Services; it does place particular emphasis and expectation on the Director of Social Services to report on how they discharge duties under the act relating to people with care and support needs. Much of the guidance relates to Social Services and other 'people' related services. The Well-being of Future Generations (Wales) Act 2015 outlines collaboration and involvement and whilst co-production supports these requirements and fits with Wellbeing goals and the 5 ways of working; it is not explicitly stated as a requirement.

2. Work to date

- 2.1 The development of this strategy has been a collaboration between the Swansea Co-production Network and Swansea Council, taking place over 2019/20
- 2.2 The strategy has been co-written and sets out clear expectations for the implementation of Co-production across Social Services.
- 2.3 Numerous workshops have been held with citizens from the Co-production Network and Council Officers and iterations have been worked on together.
- 2.4 Individuals from the Co-Production Network have brought their real lives and experiences to bear in contributing to this strategy. They have also consented to the use of their image and individual quotes and they realise that they will appear in a public document.
- 2.5 Links have been made with officers working on the corporate approach to Co-production and with regional colleagues to ensure consistency and to minimise duplication.

- 2.6 Training programmes are in development; an online 'Introduction to Co-production' for Social Service staff is nearing completion and an outline for more in-depth 'How to Co-produce' training has been produced. Co-producers are working with us to both design and deliver this training.
- 2.7 A handbook or toolkit is also being co-produced and this will support the implementation of the strategy. This work has begun at a local level but it may be better to complete this work at a regional level to ensure consistency.

3. Future work

- 3.1 The strategy requires the establishment of a Co-production Implementation Group that will oversee implementation and monitoring of the strategy. This group should include senior managers and citizen co-producers.
- 3.2 Key actions, required to ensure our systems, culture and practice become Co-productive, have been identified and we need to ensure that these are part and parcel of existing transformation, and other strategic, action plans.
- 3.3 The strategy sets out that this is a starting point and we are not going to be in a position to fully co-produce until we have delivered on the key actions. Covid 19 presents us with a number of difficulties in relation to working together e.g. we are unable to facilitate any face to face meetings, events or workshops.
- 3.4 However, the ethos and principles of Co-production are more important, than ever, particularly when we are considering recovery from Covid 19 and how we re-design and deliver services in the future. We will learn from and build on our experiences of remote Co-Productive engagement.
- 3.5 Re-design and re-commission Co-production support services to help deliver the strategy.
- 3.6 Continue to build links with corporate and regional colleagues to ensure consistency of approach and minimise duplication.

4. Equality and Engagement Implications

- 4.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.

- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 4.2 This strategy has been co-written with the Co-production Network Swansea.
- 4.3 An EIA Screening has been completed and outlines that a full EIA is not needed at this time.
- 4.4 This strategy does not change existing service provision, but rather sets out a commitment to the embedding of Co-Productive approaches in social care; thereby ensuring that any individual who has care and support needs has the opportunity to have increased voice, choice and control as per the Social Services and Wellbeing (Wales) Act 2014.
- 4.5 Whilst we anticipate an indirect impact across all protected groups, it will be a positive impact as individuals with care and support needs will have the opportunity to shape and influence the design, delivery and review of support services.
- 4.6 A strategy implementation group will be established to oversee the implementation, monitoring and review of the strategy and this group will include citizen representatives.

5. Legal Implications

- 5.1 The Social Services and Wellbeing (Wales) Act 2014 expects LA's to put in place transparent arrangements where people are equal partners in designing and operating services.
- 5.2 This strategy will ensure we are compliant with the legislation.

6. Financial Implications

- 6.1 We currently commission a number of services to support Co-production and engagement activity across the Social Services Directorate. We are working with the Co-Production Network Swansea to re-design Co-production support, particularly in adult services, and in doing so we hope to increase efficiency in both cost and outcomes delivered.
- 6.2 Budgets already exist (and are required) to support Co-production and engagement work across the Social Service Directorate. There is no additional resources required. Working virtually has actually led to a decrease in costs in this area; which mostly cover out of pocket expenses which are not being incurred currently.

- 6.3 There is also scope to further consider resources across West Glamorgan Regional Partnership and corporately to ensure resources are maximised.

Background papers: None

Appendices:

Appendix A – Working Together – A Co-production Strategy for Social Care in Swansea

Appendix B – EIA Screening Form



Co-Production Strategy for Social Care in Swansea

‘Working Together’

“Co-production is an equal relationship where people with care and support needs and those responsible for services share power to plan and deliver support together, recognising that we all have a vital contribution to make in order to improve the quality of life for people and communities.”

Swansea Co-Production Network

Contents

<u>Swansea Social Services' Co-Production Journey – Forward, Dave Howes, Director of Social Services</u>	P. 2
<u>What we hope to achieve through the Co-Production Strategy</u>	P. 3
<u>Who is covered by the Co-Production Strategy?</u>	P. 5
<u>What does the Law say about Co-production?</u>	P. 6
<u>What is Swansea Council's and West Glamorgan's regional approach to Co-production?</u>	P. 7
<u>What do we mean by Co-Production?</u>	P. 8
<u>Is Co-production just another word for engagement and consultation?</u>	P. 9
<u>Where will Co-Production occur?</u>	P. 10
<u>Who is responsible for making Co-Production Happen?</u>	P. 13
<u>What is needed to make Co-Production Happen?</u>	P. 14
<u>When will we not Co-Produce?</u>	P. 16
<u>How will we know if we are Co-Producing?</u>	P. 17
<u>How will we know if Co-Production is making a positive difference?</u>	P. 20
<u>Glossary</u>	P. 21

Swansea Social Services' Co-production Journey

This Co-production Strategy draws a line in the sand between where we are now and where we want to be.

It was co-produced with the Swansea Co-production Network and outlines our aspiration for the development of Co-production within Swansea Social Services.



Members of Swansea Disability Forum, first meeting with Social Services to Co-produce our Disability Commissioning Strategy

Co-production in Swansea Social Services has been championed by citizens and staff, using a bottom up approach, made possible by an early commitment by Social Services to Co-production. This journey has been experimental and we have learnt along the way. We can point to some good examples of Co-Productive practice, however, if we want to embed Co-production across Social Services we need to develop:

- An understanding of what Co-Production is and isn't
- A culture that adopts the principles of Co-Production
- Systems and processes that support Co-Productive practice
- Skills to deliver Co-Productive practice
- Relationships based on trust
- Networks to co-produce with so we don't depend on or overload the same people

This will not happen overnight and this strategy represents the next stage of our Co-production journey. We need to recognise and acknowledge that it will take time to successfully Co-produce across Social Services.

The strategy recognises that Co-production needs to be built from a foundation of good quality communication, engagement and consultation, based on the Wales National Principles for Public Engagement and human rights and equalities based practice. This way there will be a range of opportunities available so everyone can take part in a way that suits them best.

Swansea Council respects people's human rights, and takes listening to and working with people who have support needs seriously when making

decisions that affect them. We recognise that people will want to enjoy their right to take part in decisions that affect them at different times, and in different ways.

Dave Howes, Director of Social Services

What we hope to achieve through this Co-Production Strategy

- To meet the requirements laid out in the Social Services and Wellbeing (Wales) Act 2014 and associated Codes of Practice in relation to Co-production
- To give children, young people and adults with care and support needs and their carers increased voice, choice and control



“Hoping for a more equal future”
Adele Rose-Morgan

- To enable a common understanding of the term ‘Co-production’ amongst people with care and support needs, their unpaid carers and staff.



Social Services staff and individual citizens working together to design the Co-production Strategy

*“Engaging in Co-Production creates healthier communities which make the world a better place”
Your Voice Advocacy / Swansea People First*

- To create a culture, structures and practices which enable Co-production to flourish
- To enable trusting relationships and open communication between those organising care and support and people with care and support needs and unpaid carers who need support



Mike Ward, Karen Berrell, Adele Rose-Morgan and Hazel Maguire

- To recognise that people with care and support needs choose how they would like to be involved and this will vary based on want, need and circumstance, and that this is ok.
- To provide clarity about consultation, engagement and Co-production and which approach will be used in what circumstances

- To deliver better services and improved outcomes

Who is covered by this strategy?

Any child, young person, adult or carer, as defined within the Social Services and Wellbeing (Wales) Act 2014, in Swansea.



“This strategy builds on the solid foundation of participation and engagement that we have developed in Children’s Services over many years. It is an exciting challenge and one which fits well with the United Nations Convention of the Rights of the Child”.

Elliot King, Cabinet Member for Children’s Services

Social Services staff and children and young people working together at the Big Non-Discrimination Conversation

“This is an important document which builds on new ways of working within Adult Social Care and I am pleased to see that it was co-produced with citizens who will also be involved in the implementation of this strategy”.

Clive Lloyd, Cabinet Member for Adult Social Care and Community Health Services

What does the Law say about Co-production?¹

¹ Please refer to the following link from Co-production Network for Wales which summarises the key elements of Welsh legislation in relation to Co-production:

<https://info.copronet.wales/what-welsh-legislation-says/>

[The Well-being of Future Generations \(Wales\) Act 2015](#) requires public bodies in Wales to think about the long-term impact of their decisions, to work better with people, communities and each other, and to prevent problems such as poverty, health inequalities and climate change. The 5 ways of working to achieve this sets out clear expectations for involvement and collaboration.

The Social Services and Wellbeing (Wales) Act 2014 sets a clear expectation within the Code of Practice to Part 2 that Local Authorities adhere to the principles of Co-production when planning, designing and delivering care and support. Co-production puts people who receive care and support on an equal footing with the people organising care ensuring voice, choice and control.

This says that Local Authorities must:

- Put in place transparent arrangements where people are equal partners in designing and operating services
- Ensure these arrangements comprise local and regional panels of commissioners, citizens and providers working together to shape services that meet the needs of people who need care and support
- Report on what they are doing to support Co-production in the Directors' Annual Report

The Social Services and Wellbeing (Wales) Act 2014 sets out duties in relation to well-being. Fundamental to the whole approach and system is that practitioners co-produce with children, young people, carers and families, and with adults, carers, families.

"I welcome the development of this strategy as prevention and Co-production are the building blocks of our approach in Adult Services to deliver better lives for people and communities in Swansea".

Amy Hawkins, Interim Head of Adult Services

Specifically in relation to children, partners in this process all have contributions to make and Local authorities **must** find an appropriate balance between involving a child in the design and delivery of a service through giving them the opportunity to express their views, wishes and feelings, whilst ensuring that the best interests of that child are met.

“Listening to and understanding what matters to children, young people and families is central to everything we do. This strategy will support us in our ambition to always ‘work with’ the people we support rather than ‘doing for’, and I am positive that we will rise to this challenge”.

Julie Davies, Head of Child and Family Services

What is Swansea Council’s and West Glamorgan’s regional approach to Co-production?

Swansea Council has developed a Co-production Statement that is consistent with this Social Care Strategy.

“This strategy sets a solid foundation for the development of Co-production within Swansea and the wellbeing of individuals and communities will be greatly enhanced through this approach”.

Alyson Pugh, Cabinet Member for Supporting Communities

The West Glamorgan Regional Partnership Board has developed a Strategic Co-production Framework and a Co-Production Charter which will be consistent with our approach. West Glamorgan have established a Regional Co-Production Group which is supported by Co-Production Officers employed by Council for Voluntary Service in Neath, Port Talbot and Swansea and arrangements are being established to increase Co-Production within West Glamorgan’s governance arrangements.

We will work closely with West Glamorgan to ensure a consistent approach between local and regional arrangements.

What do we mean by Co-production?

Co-production is a *relationship* where citizens and professionals *share power to plan* and *deliver support together*, recognising that we all have a vital contribution to make in order to improve the quality of life for people and communities



“Co-production is a powerful tool as it combines true lived experiences, including barriers and stigmas that can only be broken down by having equality and diversity of people having a voice that’s heard. Change can only be made when it’s made clear what needs to be changed.”

Jackie Whiteman, Kay Colman and Tony Roper working together on developing the co-production

“Co-production is an exciting opportunity to bring people together as equals to share personal and professional power and expertise alongside the resources of the wider community. Based on genuine, trusting relationships we work not only to co-produce improved services and outcomes but we also co-produce new knowledge, learning and understanding to transform our culture of care and support for the people of Swansea”.

Adrian Bailey, Co- production Development Officer (Adult Services) Swansea Council for Voluntary Service.

strategy

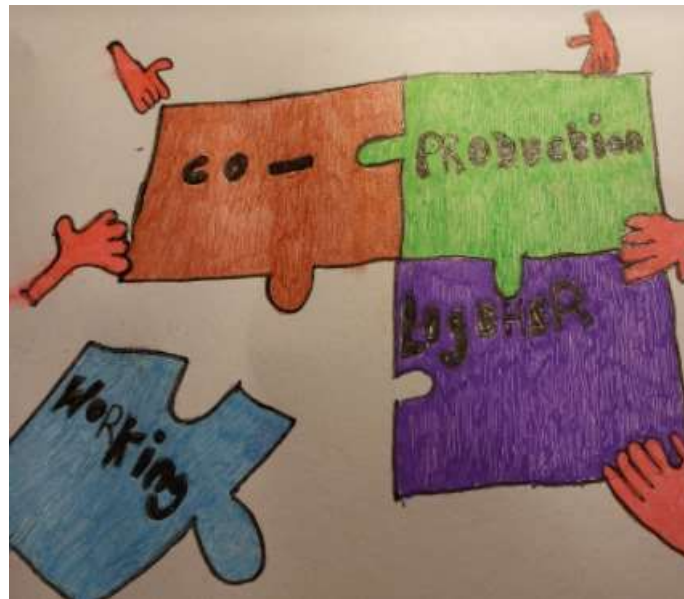
For an audio explanation, please click on the following link:

<https://info.copronet.wales/co-production-an-audio-introduction/>

This is underpinned by the following principles:

1. Value all participants, and build on their strengths.
2. Develop networks of mutual support.
3. Do what matters for all the people involved.
4. Build relationships of trust; share power and responsibility.
5. People can be change makers, and organizations enable this.

Co-production starts from the idea that no one group or person is more important than any other group or person. This means no 'them and us'; in Co-production we are all 'us'.



Co-production Jigsaw designed by members of Your Voice Advocacy

Co-production offers a different way of working and the Co-production Network for Wales has attempted to explain this in the following link:

<https://info.copronet.wales/public-service-operating-principles>

Is Co-production just another word for engagement and consultation?

Co-production is **not** the same thing as engagement or consultation; it is about sharing power, 'doing with' rather than 'doing to' and seeing people who receive care and support as equals around the table.



"We are all equal and have different skills, co-production allows the voices to be heard so the people who can make change can do it right".

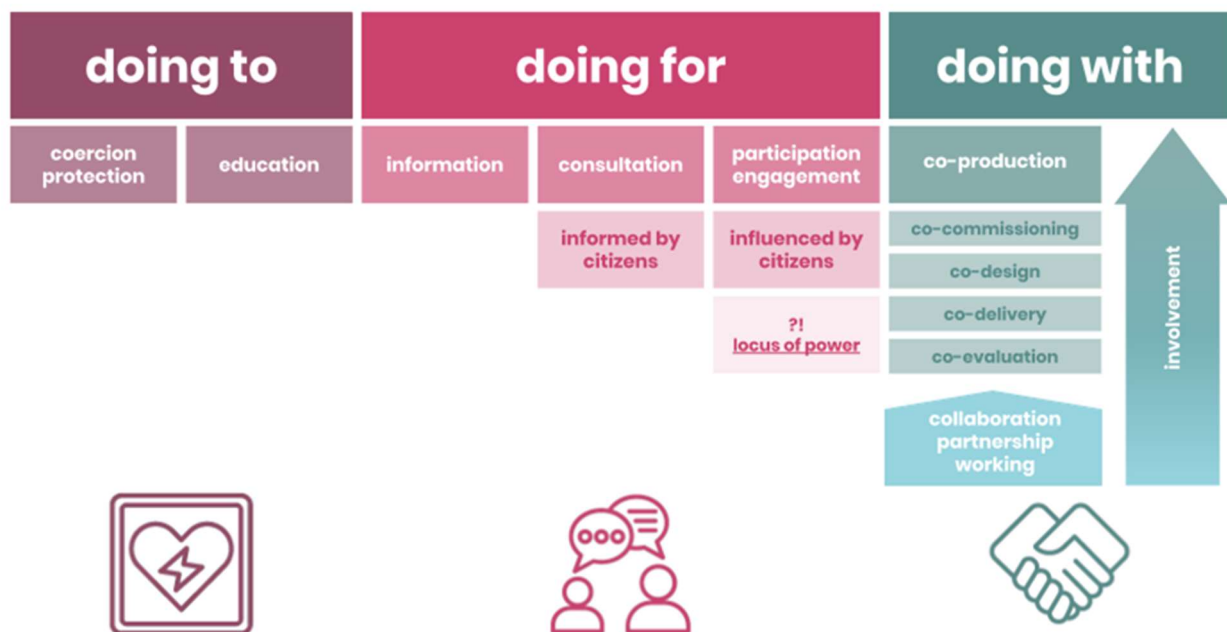
Your Voice Advocacy / Swansea People First

However, Co-production should be built from good quality communication, engagement and consultation and we strive to achieve the principles within the [National Principles for Public Engagement](#) AND those for [Children and Young People](#).²

Swansea is currently updating its Engagement and Consultation Strategy and this Co-production Strategy for Social Services builds on the good practice standards outlined in this document.

Sometimes Co-production is referred to when we are engaging with external providers. This is not Co-production; it is stakeholder engagement or partnership working.

Something can only be described as Co-production if it occurs between people with care and support needs, unpaid carers with support needs and those who commission or deliver support.



² <https://participation.cymru/en/principles/>

<https://gov.wales/children-and-young-peoples-national-participation-standards>

Where will Co-production occur?

The Code of Practice emphasises the importance of “**securing an approach based on co-production at an individual and at organisational and strategic levels**”.

It states that “**people must be involved in the design and delivery of services and in the production of a population assessment, and that a co-productive approach will bring a wide variety of experience, skills and knowledge to these processes.**”

“Co-production is about achieving health and wellbeing; through the people we support and professionals working together as equal partners”

Helen StJohn, Interim Head of Integrated Community Services

Co-Production in Swansea Social Services will occur within the following levels:

- **Individual Level (Assessment and Care and Support Plans):**

We will co-produce individual assessments and individual care and support plans, and for unpaid carers, support plans.

- **Service Level (Delivery of Services):**

We will ensure services are delivered co-productively. We will do this by setting expectations in contracts with our external providers and by supporting our internal providers to develop Co-Productive approaches to the delivery of services.

This involves **co-delivery of services**, including the role of volunteers, where appropriate, in providing the service and **co-evaluation** of services where people who use services and carers have an active role in the monitoring and evaluation of those services.

- **Strategic Level (Governance):**

Governance is how organisation's are managed at the highest level, and includes the systems for doing this.

Commissioning is about understanding which services or responses are required to support people to live good lives. It is also about arranging them and monitoring and reviewing them to ensure they are achieving the things we want them to achieve.

We will commission co-productively by opening up our governance and strategic commissioning arrangements to involve people who have care and support needs and carers as active, equal partners in the planning, design and commissioning of services.

This involves **co-decision making** in the allocation of resources and **co-design** when planning services and purchasing services.

The Code of Practice states that 'local authorities must "Ensure that providers from whom they commission or procure services encourage and enable the involvement of all people in designing the shape of services and how they will operate to deliver personal outcomes, and that providers involve people in evaluation and review."

“As a citizen being involved at the very beginning, being valued, having regular meetings to develop trust and set our own timescales enables us as a group of citizens and professionals to plan, develop and deliver collectively ways to understand what makes a good service, the foundation of the procurement process”

Kelvin Jones



Kelvin Jones and Lisa Banks presenting to a regional meeting about how we co-produced a new advocacy service in Swansea.

From senior managers to front line staff, co-production will become part of daily practice; not a one-off activity. This will mean ensuring changes to the organisation's:

Culture - the beliefs and values that define an organisation and the way that it works

Structure - the way the organisation is arranged and the systems it has set up to carry out its work; and

Practice - how the organisation and the people who work for it carry out their work

“Co-production requires everyone to work differently and embrace change; for professionals this is about letting go and working on solutions together, recognising that we all bring more to the table than the roles we typically play”

Jane Whitmore, Strategic Lead
Commissioner

Who is responsible for making Co-production happen?

We all are (Social Services, third and independent sector providers and citizens) However, for Co-production to become our way of working; strong leadership and support will be required to manage the cultural, structural and practice changes required.

“Co-production enables this through equal integration of all sectors”. Liz Cairns

Senior managers will therefore lead on the implementation of the strategy ensuring staff and people who have care and support needs and unpaid carers are supported to work in this way; ensuring Co-production is addressed in supervision and team meetings and in dealing with structural barriers to working co-productively.

A Co-production Strategy Implementation Group will be formed and this group will be responsible for ensuring the Strategy is implemented, monitored and reviewed; providing reports on a regular basis (to be agreed by the group) to senior managers detailing success and barriers to implementation.

This group will be made up of people with care and support needs, carers, third sector partners, commissioners, senior managers, practitioners and staff. The principles of Co-production will underpin this group.

The group will actively monitor and evaluate the impact of the Co-production Strategy utilising recognized tools.

What is needed to make Co-production happen?

Strong Leadership and commitment from the top

Our experience has shown us that Co-production is not something that happens easily; it requires a substantially different **relationship** between those organising and delivering care and support and those who use care and support, including unpaid carers. Achieving our aims will require strong leadership and support.

There will be barriers to working co-productively;

- Established ways of working
- Lack of **skills** and **knowledge** relating to Co-production,
- A belief that we 'do this already'
- Existing processes and methods
- Costs associated with working in this way
- Tension/lack of trust between staff and people with care and support needs
- Budget pressures
- Power imbalances: <https://inwithforward.com/2019/07/panacea-for-power/>

The Code of Practice acknowledges that: “Welsh Government public services policy is for greater diversity in the delivery of services through mutual, in-sourcing, joint commissioning and community ownership. It is about empowering people and communities. This reflects a more complex environment and requires strong leadership and a shift in culture and practice.”

Co-Production requires the opening up of our decision making processes at all levels and we will need to consider where Co-Production can be introduced into our governance arrangements.

“I am confident that Co-productive approaches will support both the Equalities and Human Rights agenda in Swansea and I am pleased to see this strategy references both”.

Louise Gibbard, Cabinet Member for Communities

Training, Guidance and Support

It is essential that people with care and support needs, unpaid carers with support needs and those responsible for services undertake Co-production training alongside each other. It is also important to provide guidance in the form of handbooks or tools and provide positive support for people who are attempting Co-Production for first time.

“Co-production is not easy, and we need to be supported, but it is a much better way of working. I believe that decisions made alongside people; bringing their lives, experiences and skills to the table as valued equals, are always better decisions. A vital part of the equation is missing otherwise”.

Lisa Banks, Planning Officer

Positive Attitudes

Working Co-productively means we all need to reflect on our **attitudes** and **behaviours**; this includes people who have care and support needs as well as Local Authority staff.

Motivation

Motivation is critical when working Co-productively and we need to ensure that everyone understands why they are working co-productively, that we all genuinely understand Co-production and believe it is a positive way to work together. To avoid tokenism, we need to ensure everyone involved can have a positive experience when co-producing by developing our motivation and capacity to co-produce. The Co-production Implementation Group will need to consider how this is best managed.

An Understanding that Managing change is challenging

Change can be challenging and stressful for everyone involved. We want to avoid people feeling overwhelmed and frustrated with the process of change. We will make sure we have the skills and systems and support in place to help people through the change process to avoid the risk of people becoming disengaged as a consequence.

Strong Networks: Inclusion and Diversity

Swansea has its own Co-production Network with its own Facebook page and a growing number of members. This will be our primary way of reaching out and including the diverse range individuals who have care and/or support needs and third sector organisations who support them.

The Co-production Network is key to people with care and support needs and their unpaid carers being able to organise themselves in a way which will increasingly influence the agenda for change.

We need, therefore, to build activity which supports people to change and adopt new working practices; including training, toolkits, funds for supporting Co-production, ongoing advice and guidance and addressing organisational barriers.

Resources

We will need to ensure that Co-Production is adequately resourced; making sure we can support the best conditions for Co-Production to flourish.

When won't we co-produce?

We will co-produce unless there are compelling reasons not to. Realistically there will be occasions where Co-production is not possible. This may be because:

- we are still growing our capacity to co-produce
- we have to consult by law (it should still be possible consider Co-Productive approaches within the consultation process)
- we have to act in a certain way because the law tells us to

- in matters of safeguarding and keeping people safe where decisions need to be made in someone's best interest
- we are working to timeframes set by external partners which make a Co-Productive approach unlikely
- We have to make decisions in an emergency or crisis situation and we do not have the necessary arrangements in place to co-produce

We will have a process in place to make decisions about when Co-production will not occur. This will also require honesty about limitations and boundaries.

We also need to ensure that Co-Productive practice is built upon solid communication, engagement and participation practice so that we do not end up in a situation of all or nothing if a Co-Productive approach is not taken for one of the reasons above.

How will we know if we are Co-producing?

We will know if we are Co-Producing when we see the following things:

- Children, young people and adults with care and support needs are included from the **start to the end** of projects that affects them
- Children, young people and adults with care and support needs and their unpaid carers are valued for their knowledge, experience and skills and their contribution is welcomed



Working together to decide how we chose a new advocacy provider for Swansea

- A **blurring of roles** between people who use services and their unpaid carers and practitioners; more 'we' and less 'them and us'.
- Children, young people and adults' existing **capabilities** are built upon within assessments, services and communities
- There are incentives for children, young people and adults to work with practitioners and each other to achieve **shared interests**, by this we mean providing out of pocket expenses, by people getting to develop positive relationships with people with similar interests and by giving people a genuine opportunity to influence
- Services become agents of change, rather than deliver services, by this we mean they become facilitators who co-produce to enable change within and with the community
- Friends and family support networks operate alongside professional networks in delivering outcomes
- Children, young people and adults with care and support needs and their unpaid carers having **equal, meaningful and more powerful role** in the planning, design, delivery and review of services. This includes being an equal partner in our governance arrangements.
- Transparent arrangements (having access to information) where people are equal partners in designing and operating services



Farzana Ramhan ,Nonn Rice and Liz Rees, including Carers Voice in our work together

- More open and honest relationship between people organising services and those in receipt of services
- Everyone has access to the same information when being involved in planning, design and delivery (unless confidential)
- Everyone feels working co-productively was time well spent, and this will be measured through evaluation following Co-production work



Workshop Co-designing the new Parent Carer Forum

“Co-production means everyone’s voices being heard and agreed action to follow”. Cari Jones

“Co-production means working together to take action to ensure that everyone’s voices and wishes are heard”. Sam Nicholson

How will we know Co-production is making a difference?

The newly established Co-Production Implementation Group will measure both the quality of Co-production in Swansea and its impact.

There are a number of resources that we can draw on to help us monitor and measure the impact of our Co-production Strategy.

Swansea Social Services Co-Production Implementation Group, together with the Swansea Co-production Network, will review this Co-Production Strategy in 2022 to see if it is achieving the intended outcomes.

Glossary

Citizen – this term broadly refers to any member of the population of Swansea but in this document specifically refers to people who access social care services.

Carer/Unpaid Carer –this refers to carers who are looking after someone with care and support needs but who are not employed to do so. They will often represent the needs of the person they care for, as well as their own needs

Commissioning – Social Services can provide services to people directly or they can ‘commission’ them. This means we pay other organisations to deliver services on our behalf and we set out what we expect from them in the form of a contract.

Contract – a formal document that sets out the responsibilities of both the organisation who have been paid to deliver a service on behalf of Social Services and the commissioner of the service. It is accompanied by something called a service specification which sets out the detail of the service to be provided.

Outcomes – refer to what you want or expect to see as a consequence of doing something i.e. the impact.

Third Sector – ‘Third sector organisations’ is a term used to describe the range of organisations that are **neither public sector nor private sector**. It includes voluntary and community organisations (both registered charities and other organisations such as associations, self-help groups and community groups), social enterprises, mutuals and co-operatives.

Governance – the way that organisations are managed at the highest level, and the systems for doing this

Professional – people working in social care settings and organisations, usually referring to social workers.

Acknowledgements

We would like to thank all the members of the Swansea Co-Production Network for their energy, enthusiasm and commitment in working together to produce this strategy.

We would also like to thank a range of staff working with across the Social Services Directorate for their contribution and commitment to the development of this strategy.

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1
Which service area and directorate are you from?
Service Area: Commissioning
Directorate: Social Services

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

Working Together', A Co-production Strategy for Social Care

The Social Services and Wellbeing (Wales) Act 2014 sets a clear expectation within the Code of Practice to Part 2 that Local Authorities adhere to the principles of Co-production when planning, designing and delivering care and support.

Co-production puts people who receive care and support on an equal footing with the people organising care ensuring voice, choice and control.

This says that Local Authorities must:

- Put in place transparent arrangements where people are equal partners in designing and operating services
- Ensure these arrangements comprise local and regional panels of commissioners, citizens and providers working together to shape services that meet the needs of people who need care and support
- Report on what they are doing to support Co-production in the Social Service Directors' Annual Report

The Co-production strategy outlines the principles and the strategy sets out that this is a starting point to deliver on the key actions.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sex	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

This strategy has been fully co-produced with Swansea’s Co-Production Network.

Swansea’s Co-Production Network is made up of approximately 200 members and consists of individuals with a range of care and support requirements.

A series of workshops were held with people with care and support requirements, their carers and social services staff throughout 2019.

The structure, content and design of the strategy were agreed throughout this series of workshops and further collaborative remote editing during Covid 19.

The Social Services and Wellbeing (Wales) Act 2014 sets a clear expectation within the Code of Practice to Part 2 that Local Authorities adhere to the principles of Co-Production when planning, designing and delivering care and support. Co-Production puts people who receive care and support on an equal footing with the people organising care ensuring voice, choice and control. This says that Local Authorities must:

- Put in place transparent arrangements where people are equal partners in designing and operating services
- Ensure these arrangements comprise local and regional panels of commissioners, citizens and providers working together to shape services that meet the needs of people who need care and support
- Report on what they are doing to support Co-Production in the Directors’ Annual Report

This strategy outlines how Swansea Social Services will deliver on these requirements and how individuals with a range of need will be supported to co-produce.

A training package is also being co-produced along with a toolkit for implementation.

As part of the implementation of the strategy, an Implementation Group will be established with representation from the Co-Production Network; ensuring the voice of citizens is carried through to strategy delivery.

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input checked="" type="checkbox"/> (L)
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(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL’S REPUTATION? (Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
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Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes No **If yes, please provide details below**

Q7 HOW DID YOU SCORE?
Please tick the relevant box

MOSTLY H and/or M → **HIGH PRIORITY** → **EIA to be completed**
Please go to Section 2

MOSTLY L → **LOW PRIORITY / NOT RELEVANT** → **Do not complete EIA**
Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

This strategy does not change existing service provision, but rather sets out a commitment to the embedding of Co-Productive approaches in social care; thereby ensuring that any individual who has care and support needs has the opportunity to have increased voice, choice and control as per the Social Services and Wellbeing (Wales) Act 2014.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Lisa Banks
Job title: Planning Officer
Date: 7 December 2020
Approval by Head of Service:
Name: Jane Whitmore
Position: Strategic Lead Commissioning
Date: 10 December 2020

Agenda Item 10.



Report of the Cabinet Member for Delivery and Operations

Cabinet – 21 January 2021

Proposed Appropriation of Bryn House, 78 Walter Road, Swansea, SA1 4PS

Purpose:	To decide whether Bryn House, 78 Walter Road, Swansea should be appropriated under s122 Local Government Act 1972 for the purposes of Housing. The land proposed to be appropriated is currently held by the Council as Education land and is considered to be surplus to requirements for those purposes.
Policy Framework:	Council Constitution.
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that: 1) Cabinet notes that the property identified on the plan at Appendix B is surplus to requirements and no longer required for Education purposes. 2) The property identified above is appropriated under s122 Local Government Act 1972 for the purposes of Housing, namely the provision of eight residential units for council housing upon the terms set out in paragraph 3 of this report.
Report Author:	Richard John MRICS
Finance Officer:	Ben Smith
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 There is no express provision within the Council's Land Transaction Procedure Rules for officers to utilise delegated authority for the

appropriation of a surplus property between departments. Consequently, Cabinet approval is sought to the proposed transaction.

2. Background

- 2.1 The Cabinet Member for Better Communities and Cabinet Member for Education Improvement, Learning and Skills submitted a joint report to Cabinet on 18th July last, entitled, “Relocation of Lifelong Learning from Bryn House”. This report set out the proposed relocation of the Lifelong Learning Service from Bryn House Community Education Centre.
- 2.2 Cabinet approved and as a consequence the service re-located from Bryn House to the Civic Centre, with teaching delivered from alternative venues across the County. Bryn House therefore became surplus to Education’s operational requirements and was declared surplus and scheduled for disposal. **(Appendix A)**.
- 2.3 In turn, the Head of Housing and Public Health has confirmed that the Housing Department wishes to re-configure the building to provide four general needs one bedroom flats to the existing Bryn House. In addition, the demountable, former classroom building within the grounds will be demolished and replaced with four one bedroom Passivhaus pods.
- 2.4 This Housing scheme will be funded via the WG Covid-19 Homelessness and Housing Related Support Services Phase 2 capital grant.

3. General Issues

- 3.1 It is agreed between the service departments that the proposed appropriation would take place at Market Value. There is a requirement for the “payment” due to the fact that the Housing Revenue account is ring-fenced and as such any acquisition requires the appropriate payment to be made to the general fund.
- 3.2 Market Value is accepted as being £250,000.
- 3.3 The terms of the prospective acquisition will be in accordance with the principles of best value.
- 3.4 The Director of Place certifies that he is satisfied that the property represents a reasonable proposition for purchase at the provisionally agreed price.

4. Equality and Engagement Implications

- 4.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 4.2 HRA advise that they will look to refurbish the existing property to WHQS standards in order to provide four one bedroom flats to meet demand. In addition four further, one bedroom, “passivhaus” units are intended to be developed within the site.
- 4.3 An EIA screening form has been completed and reviewed (**Appendix C**). The agreed outcome was that a full EIA report was not required as there are no equalities and engagement implications at this time. Any developments will be subject to normal planning procedures.

5. Financial Implications

- 5.1 The Housing Department have advised that the proposed purchase is within the budgetary constraints previously agreed for them by Cabinet and that they have a budget in place to complete the proposed purchase.
- 5.2 The capital receipt is not “ring fenced” for any specific purpose and will therefore be allocated to the General Fund.
- 5.3 There are no further financial implications associated with this report.

6. Legal Implications

- 6.1 Section 122(1) of the Local Government Act 1972 provides that a principal council may appropriate for any purpose for which the council are authorised by this or any other enactment to acquire land by agreement any land which belongs to the council and is no longer required for the purpose for which it is held immediately before the appropriation.
- 6.2 The key procedural points are:
- a. The land must already belong to the Council;
 - b. The land must no longer be required for the purpose for which it is currently appropriated; and
 - c. The purpose for which the Council is appropriating must be authorised by statute.

The case of *Dowty Boulton Paul v Wolverhampton Corporation* (1973) established that the Local Authority is the sole judge of whether or not the land in question is not required for the purpose for which it is held

immediately before the appropriation and its decision cannot be challenged in the absence of bad faith.

The Council must be able to demonstrate the purpose for the appropriation and that it has taken all the relevant considerations into account and not taken any irrelevant considerations into account. The appropriate Head of Service has confirmed that the land is deemed to be ‘surplus to requirements’ in accordance with Part 4, paragraph 7 of the Land Transaction Procedure Rules.

The Council’s decision must be based on the available evidence and be rational in the sense that it cannot be said that no reasonable local authority could, on the evidence before it, have arrived at that decision: *Associated Provincial Picture Houses Ltd v Wednesbury Corporation* (1948) 1 KB 223).

The proposal to appropriate must be the subject of a report and decision record or minute, which should evidence that the Council intends to formally appropriate the land under s.122 of the Local Government Act 1972. It must also be recorded that the land is no longer required for the purpose for which it is currently appropriated.

Background Papers:

None

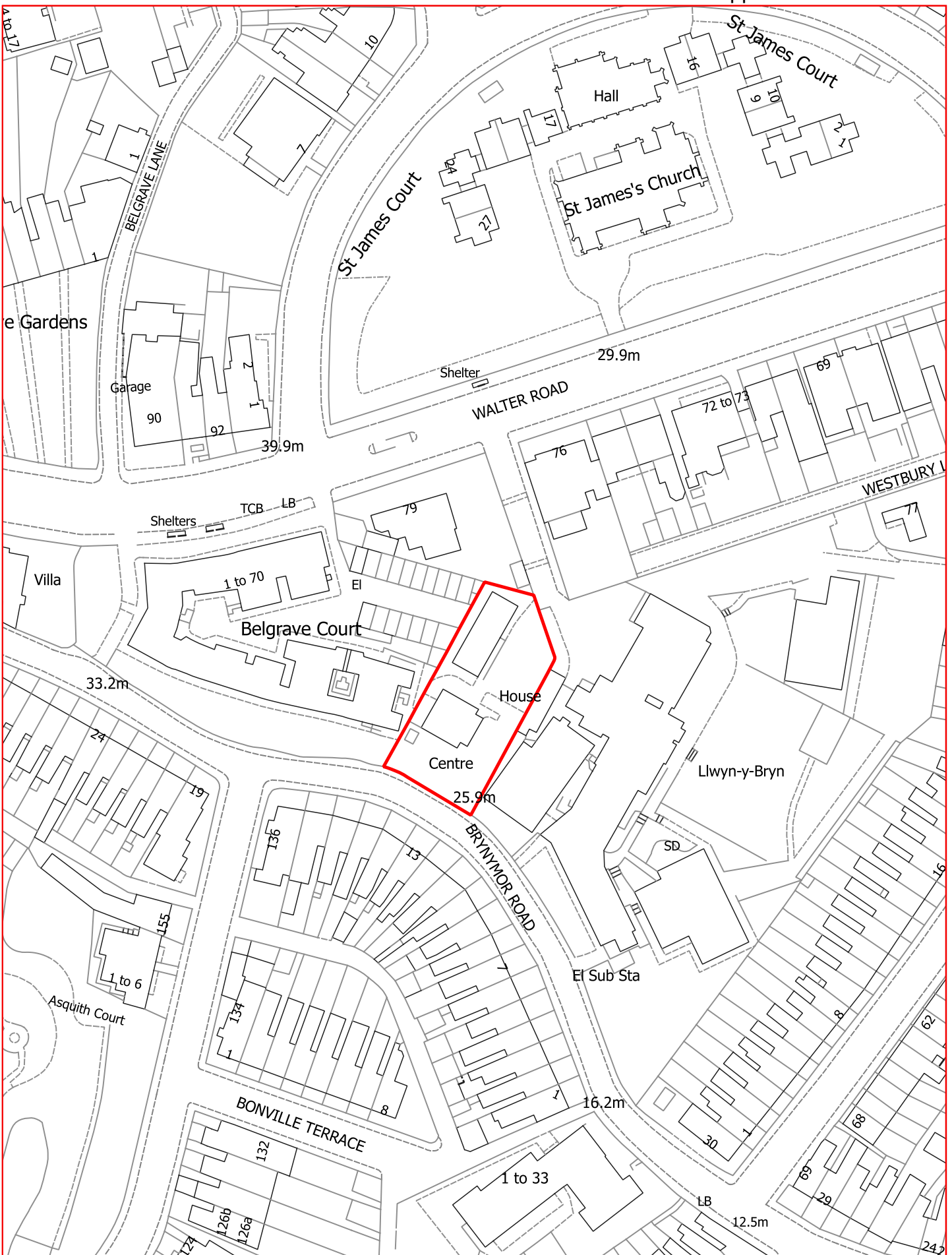
Appendices:

Appendix A: Site Photo

Appendix B: Site Plan

Appendix C: EIA Screening Form





Equality Impact Assessment Screening Form – Appendix C

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact your directorate support officer or the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: CORPORATE PROPERTY

Directorate: PLACE

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(b) Please name and describe below

Appropriation of a vacant surplus property at 78 Walter Road, Swansea, SA1 4PS
from Education to Housing

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input checked="" type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input checked="" type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group (18+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 HAVE YOU / WILL YOU UNDERTAKE ANY PUBLIC CONSULTATION AND ENGAGEMENT RELATING TO THE INITIATIVE?

YES NO (If NO, you need to consider whether you should be undertaking consultation and engagement – please see the guidance)

If yes, please provide details below

Equality Impact Assessment Screening Form – Appendix C

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input checked="" type="checkbox"/> (L)
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(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL’S REPUTATION?
(Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
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Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes **No** **If yes, please provide details below**
 It will provide additional Council Housing for rent.

Q7 HOW DID YOU SCORE?
Please tick the relevant box

MOSTLY H and/or M → **HIGH PRIORITY** → **EIA to be completed**
Please go to Section 2

MOSTLY L → **LOW PRIORITY / NOT RELEVANT** → **Do not complete EIA**
Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for a full EIA report, you must provide adequate explanation below. In relation to the Council’s commitment to the UNCRC, your explanation must demonstrate that the initiative is designed / planned in the best interests of children (0-18 years). For Welsh language, we must maximise positive and minimise adverse effects on the language and its use. Your explanation must also show this where appropriate.

A vacant former education building that has been declared surplus is to be converted to four, one bedroom flats, along with the re-development of the adjoining land to provide a further four one bedroom residential units, in order to provide Council housing.

There appear to be no Welsh language implications.

Once appropriated a detailed option appraisal will be carried out to determine the exact designs.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:	
Name	Richard John MRICS
Job title:	Disposals surveyor
Date:	07/12/2020
Approval by Head of Service:	
Name:	Geoff Bacon
Position:	Head of Service
Date:	07/12/2020

Agenda Item 11.



Report of the Cabinet Member for Environment Enhancement and Infrastructure Management

Cabinet – 21 January 2021

Bus Emergency Scheme 2 (BES 2) Agreement for Future Welsh Government Funding

Purpose:	To provide information on the Bus Emergency Scheme (BES) and seek agreement to sign up to the BES 2 Scheme.
Policy Framework:	Regional Transport Plan for S W Wales.
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that: <ol style="list-style-type: none">1) The Authority signs up to the BES 2 Agreement (Appendix 2) as regional lead authority to secure (conditional) financial support for the bus sector and to establish a relationship with their constituent local authorities that ensures that the ongoing emergency funding meets those authorities' priorities and is delivered on their behalf.2) In the event that the template agreement at Appendix 2 is varied by Welsh Government, authority is delegated to the Director of Place together with the Cabinet Member for Environment Enhancement & Infrastructure Management, in conjunction with the Chief Legal Officer, to agree any amendments necessary to the draft agreement; and authorises the Chief Legal Officer to enter into the agreement on behalf of the Council as regional lead authority.3) Authority is delegated to the Chief Legal Officer to enter into any ancillary documentation necessary to deliver the scheme including any inter authority agreements with other councils in the region or with any participating operators.4) A further report be presented to Cabinet on bus reform proposals relating to the future management of bus services in Wales.
Report Author:	Catherine Swain
Finance Officer:	Ben Smith
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 This report sets out the wider context, the background to, and reasons for the Bus Emergency Scheme (BES) and seeks the agreement of this authority to sign up to the BES2 scheme.

2. Wider Context

- 2.1 Bus travel has been severely affected by the Covid-19 pandemic. Passenger numbers have plummeted, whilst social distancing and additional cleansing requirements have placed added burdens and costs on operators.

- 2.2 Welsh Government (WG) and local authorities (LAs) have stepped in to support the sector with substantial financial assistance. There has also been ongoing dialogue between all parties to discuss and agree on support arrangements.

- 2.3 Prior to the pandemic, WG had consulted on a range of proposed changes to the way bus services are delivered in Wales. A Bus Bill was due to have been brought forward during the current Senedd term. Pressures associated with not only Covid but also the large volume of legal work generated by Brexit and the transition period forced WG to postpone the planned legislation.

- 2.4 Due to the large amount of public funding that goes into bus services from WG and LAs, WG would like to see the public sector having greater influence over areas such as the networks of services provided, ticketing and integration with rail services. It also sees a greater role for Transport for Wales, which is now responsible for rail services in Wales.

- 2.5 This raises two issues:

- (i) short term survival of operators and
- (ii) longer term reform of the sector.

WG believes that these two can be linked. In the short term, the funding being provided to keep operators afloat is therefore being provided with a number of conditions attached. These are to incentivise operators to engage in planned changes, that are in line with their longer-term ambitions for reform.

- 2.6 The Minister for Economy and Transport and North Wales, Ken Skates MS, has met with Leaders of all 22 LAs, along with his officials, to outline Welsh Government's direction of travel. Further details have been included in the Wales Transport Strategy (WTS), which has been the subject of consultation. More recently, the Deputy Minister, Lee Waters MS, met with all Leaders to discuss the WTS but also to encourage LAs to sign up to the Bus Emergency Scheme 2 (BES2). This is the latest phase of financial support to help operators through the period of the pandemic. More details on BES 2 are set out below.

- 2.7 Leaders have agreed to establish a WLGA Bus Member Group, with a focus on the longer-term proposals to reform the sector's operations. That group includes the WLGA Leader (who is also the WLGA's Transport Spokesperson), the deputy Transport Spokesperson, the chairs of the four regional transport bodies and the co-chairs of the WLGA Rural Forum. The Member Group is due to meet with Lee Waters on 18th January 2021.

3. Background

- 3.1 The problems facing operators were recognised at an early stage of the pandemic. Looking ahead, to secure their services for the future, local authorities agreed to continue making payments for contracted services even though many services were initially suspended.
- 3.2 Alongside this, WG stepped in to help operators deal with reduced income on commercially operated routes and the additional costs being incurred. Initially, WG made £29m available from a Hardship Fund, which operated from April 2020 for three months. This Fund was assembled from monies that would otherwise have been paid via Bus Services Support Grant (BSSG), Mandatory Concessionary Fare reimbursement and the 'My Travel Pass' scheme.
- 3.3 The Bus Emergency Scheme was then introduced in July to provide ongoing support. This became known as 'BES 1' and it continued to maintain operators' income at historic levels, based on what was being paid to them under previous grant schemes. In return for this financial support Welsh Government signalled that it expected operators to contribute to a reshaping of bus services in Wales – to include improved regional networks with greater integration with rail services, smart ticketing and timetabling.
- 3.4 'BES 1.5' was introduced in August, administered by the lead Authorities, through whom BSSG had been paid since 2013. The lead authority acts as a conduit for BSSG funding from Welsh Government to operators. Currently Swansea is the Lead Authority for South West Wales. Within each Local Authority, transport staff play an important role liaising with operators on a range of issues to meet local Members' requirements. The roles include administration of Concessionary Fares reimbursement and provision of support for contracted journeys on non-profitable routes.
- 3.5 BES 1.5 provided £10m of so-called 'ramp up funding' to support the reopening of schools and economic activity. This funding helped to cover the cost of reinstating services suspended when travel restrictions associated with the pandemic were introduced and which were needed to meet increasing demand, given capacity constraints of social distancing. BES 1.5 was then extended to the end of March 2021 following the announcement of a further support package in September 2020. Operators were once again asked to sign up to a range of terms and conditions to access the BES funding. Overall, an additional £45m

has been provided by WG to support the bus sector this financial year including the £10m ramp up funding and an extra £35m from September to the end of the year.

- 3.6 WG working with Transport for Wales (TfW), are now proposing to enter into a longer-term BES 2 agreement with operators and local authorities to protect services. It will operate for an initial maximum term of up to 2 years from the date BES 1.5 commenced (i.e. up until 31 July 2022, unless market conditions recover sufficiently for an operator to no longer require BES support for any of its services whether they be contracted or commercial.

4. Key Features of BES2

- 4.1 BES 2 will continue to address the loss of fare box revenue and the additional costs associated with responding to the pandemic. Under BES 2 the WG funding will sit alongside local authority funding (provided through the Concessionary Travel Scheme and via Revenue Support Grant) and the Bus Services Support Grant to make up the shortfall. Welsh Government will be a co-signatory to the BES 2 agreement with bus operators, along with Transport for Wales. The Agreement is under discussion between Welsh Government, operators, Transport for Wales as well as local authorities, and must be approved by all parties. It may therefore be subject to some changes before it is finalised.

- 4.2 Local authorities retain legal responsibilities for bus services and therefore remain central to determining which local services receive this support. They need to sign up to the principle of the agreement and the relationship with their Lead Authority, in ensuring that the ongoing emergency funding meets their priorities and is delivered on their behalf. This will provide the legal basis for WG to make payments to the operators. In this way, WG can use its powers to support operators, whereas the additional funding would breach local authorities' de minimis limits for direct award contracts. Further details are provided in the briefing notes in Appendix 1, Appendix 3 and the full proposed Agreement in Appendix 2.

- 4.3 Local Authorities will remain responsible for those services which they currently contract directly with bus operators. Local Authorities will need to consider planning for contingencies, such as if the BES2 agreement is not signed or the level of funding for BES2 is reduced during the period of the agreement.

- 4.4 Key features of BES 2 will be as follows:

- Maximum term until 31st July 2022 or until operators enter into an embedded partnership agreement
- development and delivery of a Reference Network, intended to provide a range of benefits to communities; multi-operator ticketing; and operator sign-up to an Economic Contract at the heart of WG's

Economic Action Plan (and its principles of fair work, health, decarbonisation, skills and learning etc)

- long term co-operation and co-ordination across TfW, LAs and operators by entering into partnerships with a clear set of obligations and shared standards
- one agreement per operator in each of the regions that they work in, signed by Welsh Government, TfW, a lead authority and the operator
- operators will be allowed to make a (capped) profit on services that has not been possible under emergency funding to date.

5. Beyond BES 2

- 5.1 Discussions are starting to take place in relation to the planning of future networks and the respective roles of WG, TfW, LAs and operators. The reference network will need to be designed and agreed collectively by WG, TfW and LAs and discussed with operators. An All-Wales Bus Network officer group has been established to progress the thinking around this. It is important to note that these are not the prime focus of the BES2 agreement. It will be vitally important for further detailed discussions to take place with Members on these matters. However, this is not a reason to delay the signing of the BES 2 agreement. WG believes that the BES2 offer will help to engage operators in the discussions about the future at a time when their income is more dependent than ever on public sector support. In signing up to BES 2, though, LAs are agreeing to financial support being provided to the sector. They are not committing themselves to any specific, future model of bus service management as that will be the subject of further debate.

6. Equality and Engagement Implications

- 6.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 6.2 An Equality Impact Assessment Screening Form was completed, with the outcome that a full Equality Impact Assessment Report is not required. The BES 2 arrangements will replace existing grant funding provision by WG and will ensure continued support for bus services across the S W Wales region.

7. Financial Implications

- 7.1 WG are currently setting their budgets for 21/22 and have therefore not confirmed the quantum of funding available for BES 2 support.
- 7.2 At present BSSG funding is paid to Swansea as the lead authority for the Region and is distributed between the 4 local authorities to subsidise bus and community transport services in their area, and also to make payments directly to bus operators for mileage that they operate in the region. Each Council also receives funding from WG to reimburse operators for carrying concessionary bus pass holders free of charge in their area. Both of these funding streams will continue alongside the BES2 arrangement.
- 7.3 The Council will remain responsible for those services which it currently contracts directly with bus operators. WG has indicated that local authorities will need to consider planning for contingencies, such as if the BES2 agreement is not signed by a bus operator or the level of funding for BES2 is reduced during the period of the agreement

8. Legal Implications

- 8.1 In the event that the template agreement at Appendix 2 is varied by the Welsh Government, it is proposed that authority be delegated to the Director of Place together with the Cabinet Member for Environment Enhancement & Infrastructure Management in conjunction with the Chief Legal Officer, to agree any amendments necessary to the draft agreement. It is also proposed that the Chief Legal Officer be authorised to enter into the agreement on behalf of the Council as regional lead authority.
- 8.2 It is also proposed that authority be delegated to the Chief Legal Officer to enter into any ancillary documentation necessary to deliver the scheme including any inter authority agreements with other councils in the region or with any participating operators.

Background Papers: EIA Screening Form

Appendices:

- Appendix 1 Bus Emergency Scheme Phase 2 (BES2) – Briefing Note for Local Authorities
- Appendix 2 Agreement relating to Bus Emergency Scheme 2
- Appendix 3 Bus Emergency Scheme Phase 2 (BES2) – Local Authority Legal Briefing

BUS EMERGENCY SCHEME PHASE 2 (BES 2) - BRIEFING NOTE FOR LOCAL AUTHORITIES

This summary sets out details of the proposed BES 2 arrangements. The proposals, described under the following headings, are subject to ongoing discussions between local authorities, operators, Transport for Wales and Welsh Government:

Journey to Date and Plans for BES 2.....	1
What does BES 2 Mean for Local Authorities?	1
Why move to BES 2?	3
What results are we trying to achieve with BES 2?	4
What does BES 2 mean for operators?	5
What risks exist with the proposed approach?	5
What changes from BES 1.5 to BES 2 and Beyond?	6

Journey to Date and Plans for BES 2

Since the start of the COVID 19 pandemic Welsh Government, Local Authorities, TfW and operators have worked together to make bus services available to Welsh citizens in spite of the significant reduction in passenger numbers and associated fare income. Money is still being provided to operators on an emergency basis under the terms and conditions in the BES 1.5 agreement which expires at the end of March 2021.

With the BES 2 agreement the public sector is planning to enter into longer term arrangements with operators, ideally by the end of January 2021, which will replace BES 1.5 from the point of signature.

What does BES 2 Mean for Local Authorities?

Actively managing recovery from the impact of COVID-19 on local bus services

The BES 2 agreement formalises Welsh Government's commitment to supporting recovery of bus services following the impact of COVID-19. BES 2 funding will be used to address the loss of farebox revenue and the additional costs associated with responding to the COVID 19 pandemic. Welsh Government will be a co-signatory to the proposed BES2 agreement with bus operators

Under the terms of the BES2 agreement, operators will be required to provide bus services that meet local needs under the direction of the Lead Authority for each region, working with and on behalf of its constituent local authorities.

The end date for the BES2 contract is 31 July 2022. This should allow enough time for revenues to recover. The contract may be terminated earlier if market conditions mean that additional Government funding is no longer required to address the impact of COVID-19.

Funding responsibilities

The BES 2 agreement exists to provide a legal basis for funding the costs associated with the impact of COVID 19. These include the loss of farebox, duplication of buses to take account of social distancing or providing alternative services where operators give them up and the services are still needed. This applies to services that were commercial pre-COVID and to tendered services.

The BES2 agreement does not change local authorities' ability to determine where and how they spend the Revenue Services Grant (RSG). The RSG funding is not hypothecated and most local authorities spend an element of this grant on local bus service provision to fill gaps in the commercial network. BSSG (roughly £8m across Wales) is also used to secure the delivery of services to a specified standard.

The BES2 funding for COVID19 related costs sits alongside this local authority funding for local bus services and does not remove or amend local authority powers and responsibilities with regard to local bus services. The two funding streams serve different purposes. Local authorities will still need to prioritise and fund local bus services where they see fit.

Specifically:

- if a local authority chooses to cease to fund a supported contract, BES 2 funding cannot be applied to backfill that loss of funding
- local authorities remain responsible for their existing contracts and may need to vary these contracts to scale back services if BES 2 funding were to cease before fare box takings return to pre-COVID levels, unless additional sources of funding are available.

Directing the provision of services

Working with the Lead Authority in each region, local authorities will need to jointly prioritise the routes that BES 2 funding should be applied to, taking into account the work already undertaken under BES 1.5 and using these priorities for spend:

- supporting learners' journeys to school or college on registered local bus services;
- increasing frequencies where demand exceeds capacity;
- improving accessibility to jobs and services across our regions and communities;
- supporting economic recovery; and
- ensuring social inclusion,

Under the terms of the BES2 contract, subject to the Lead Authority acting reasonably within the bounds of available funding, the bus operators will be required to provide services that meet local priorities as directed by the Lead Authority.

The BES 2 arrangements include the collaborative development of regional Reference Networks by local authorities, operators, Welsh Government and TfW. The Reference Networks will reflect local, regional and national priorities and will help to guide investment in bus services for the future. BES2 ensures local authorities have an influence over the development of a coherent Reference Network which will ultimately be delivered by a mix of tendered and commercial services.

Implications for local bus contracts

The BES 2 agreements do not supersede the existing supported contracts (e.g. section 63 contracts) that are in place between each local authority and bus operators. The BES 2 agreements sit alongside existing contracts and provide a legal basis for the additional funding that operators are receiving in respect of their supported contracts to cover the loss of farebox and additional costs incurred, for example, with respect to complying with social distancing and cleaning requirements. The BES 2 agreements also set out the basis on which operators will exit the BES arrangements and return to the original terms of contract.

The additional funding that is being paid to operators to address the impact of the COVID 19 pandemic would breach local authorities' de minimis limits for direct award contracts. Welsh Government is a signatory to the existing BES 1.5 agreement and to the proposed BES 2 agreement in order to use its powers to support continued provision of the operators' services without breaching the de minimis cap. Welsh Government powers in this regard can be exercised for a two year term and date from the start of the BES 1.5 agreement on 1 August 2020 to 31 July 2022.

BES can impact on local contract procurement. Where a local authority wishes to tender for a new or time expired supported contract the risks associated with predicting farebox revenue, during and immediately after the pandemic, will affect tender prices. In these circumstances, bidders will be required to offer a price that they will charge while BES funding is in place and alternative prices for when BES funding is no longer available, with their tenders covering both before and after the farebox has returned to pre-COVID levels.

Regional Working

BES2 supports the move to improve regional co-ordination and oversight of delivery of local bus services. Under BES 1.5, the funding was distributed to the Lead Authority in each region. Each operator signed one agreement with the Lead Authority in each region where it operates, with Welsh Government and Transport for Wales as co-signatories. The Lead Authority is then responsible for distributing the BES funding to the operators in its region. It is proposed that this model is retained for the BES 2 agreement. The responsibilities of each party will be clearly set out in the grant letter to the Lead Authority and in the BES 2 agreement, and measures are being taken to minimise the risk to the Lead Authority relating to funding and termination of the BES2 agreement.

Why move to BES 2?

The benefit for operators is that they will be able to make a profit under the terms of BES 2. No profit has been allowed in the emergency arrangements up to now.

The benefit for the public sector is that we can jointly better manage the recovery of bus services. The alternative is that, as recovery begins, operators will shrink their networks to the routes and services that are commercially viable for them leaving government to support an even larger subsidised network. The BES 2 arrangements are seeking to ensure that operators are incentivised to support the recovery of the whole network and not just a limited number of commercial routes.

The public sector is taking farebox risk under BES 2 and, as farebox levels rise, this revenue will augment the funding available to work with operators to support the recovery of services. This will benefit us all in the long term by building passenger confidence in a reliable and comprehensive public transport network.

Although recovery from the impact of the COVID 19 on patronage is likely to be slow, we do not expect operators to stay within the BES 2 arrangements forever. As passenger confidence returns and farebox recovers, we expect operators to exit the BES 2 arrangements and work with us under partnership agreements. The partnership agreements will be based on agreed core set of principles and behaviours that will be developed with operators as part of the BES 2 arrangements.

What results are we trying to achieve with BES 2?

BES 2 provides a mechanism for managing the recovery and reshaping of bus services to respond to the impact of the COVID 19 pandemic. Specifically:

- Address areas of high demand where social distancing has reduced available capacity
- Ensure that communities are not cut off due to low fare box revenues.
- Offer new options for meeting demand such as demand responsive transport which may be more cost effective as patterns of travel change.
- Offer better value for money for passengers by working with operators to rationalise their fare structures and develop multi operator ticketing, to the extent permitted by competition law.
- Build a better working relationship with operators to develop a robust and viable network of services for the future.
- Gain a better understanding of the costs of delivering bus services in Wales to inform future policy and funding decisions
- Reduce pollution by introducing measures to attract people out of their cars and onto public transport and by working with the industry to upgrade their fleet.

What does BES 2 mean for operators?

Where an operator signs up to the BES arrangements (whether BES 1, 1.5 or BES 2), all the services that the operator runs – whether they are supported or formerly commercial – are included in the contract.

Each operator is expected to continue to operate routes that are largely similar to those which they operated pre-COVID, amended as necessary to respond to the crisis. This helps to maintain stability in the short term and provides a framework for decision making e.g. if an operator chooses not to run services that they used to run before COVID a decision can be made to let a tender for those services if they are still required.

Funding for the regional BES contracts will be a mix of existing sources and additional funding from Welsh Government, with operators being funded to cover all their allowable costs across all their services less their earnings from the fare box, concessionary fares, BSSG and YPT.

What risks exist with the proposed approach?

Operators choose not to sign the BES 2 agreements and instead shrink their networks to the minimum required and/or reduce the quality of their services to make a commercial return. *Mitigation – working with operators to address their concerns and ensure that all parties see this as a beneficial arrangement.*

The BES 2 arrangements breach competition, state aid or procurement law and are rendered invalid. *Mitigation – working with lawyers to ensure that the terms are compliant with the law.*

Operators challenge the local authority's ability to let new contracts on routes where the operator has registered a commercial service. *Mitigation – the standards that will be specified as part of BES2 provide an objective way to defend the local authority's right to let a supported contract where the service offered by the operator does not meet the specified standard. Legal advice and guidance will be provided to local authorities to support this statement.*

Additional funding from Welsh Government beyond the end of March 2021 is yet to be confirmed. *Mitigation – WG have committed additional funding from September 2020 to support local bus services and officials are working to secure further funding to support these key services beyond the 2020/21 budget horizon.*

Funding operators in this way is not cost effective and/or operators are not incentivised to be efficient. *Mitigation – use the data from operators to assess the cost effectiveness of the spend and shape contract terms to incentivise efficiency.*

What changes from BES 1.5 to BES 2 and Beyond?

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Services			
Routes and frequencies operated	Operators offer routes of their choice together with ramp up services agreed with the Lead Authority following discussion with local authorities.	All services (supported and formerly commercial) to be formally specified by the Lead Authority, working with and on behalf their constituent local authorities.	Services to return to either being commercially run by operators or under supported contracts subject to the Reference Network commitments below.
Reference Network	Not defined.	Parties to develop a target Reference Network, including routes and service frequencies, that reflects long term local, regional and national ambitions.	All parties to work together to deliver target Reference Network where financially viable Government to use target Reference Network to prioritise capital investment.
Data provision	Operators providing financial and operational data to support passengers, payment and delivery	No change	No change to operational data requirements. Reduced financial data requirements for commercial services.
Finance			
Funding principles	Additional BES funding (over and above historic BSSG, MCF and YPT) was distributed to each Lead Authority as a WG grant.	Any additional BES funding (over and above historic BSSG, MCF and YPT) to be distributed to each Lead Authority as a WG grant.	No additional BES funding. Funding will be required to support investment, e.g. in infrastructure, to meet partnership obligations.
Payments and Reconciliation	BES funding supports the cost of all services – both formerly commercial and tendered – less farebox and other revenue. 0% margin.	One change from BES 1.5 - 2% margin offered. Subject to ongoing review.	Operators earn margin from commercial services and through tendered services.

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Contract			
Signatories	Contracts signed by the operator, the Lead Authority in each region, Welsh Government and Tfw.	Same as BES 1.5.	Same as BES 1.5.
Term	Terminate on signature of BES 2 agreement or end March 2021	Contract to be terminated if additional BES funding is not available or upon exit to BES 3 or, at the latest, by 31 July 2022.	Term for partnerships to be agreed.
Existing supported contracts	Operators receive a fixed percentage of original contract price plus BES top up funding via cost reconciliation	Contracts varied as required to reflect actual delivery and receipt or BES payments or terminated if no longer required.	All local contracts return to operating under original terms.
Letting new supported contracts	No action taken	Guidance provided to ensure all bidders are given consistent information about available BES funding and that tenders are structured to manage current farebox risk.	BES no longer a factor in letting new supported contracts
Former commercial services	Contracted as part of the BES 1.5 arrangements using Welsh Government powers.	Same as BES 1.5	Either become commercial or supported services or are no longer required.
Commercial services	Assumption that receipt of BES funding means that the operator's services are not commercial.	Services can start to become commercial under BES 2 but farebox and other revenue continues to be included in overall reconciliation under BES 2.	Commercial services to earn BSSG and MCF in accordance with prevailing regime but no BES payments. Commercial services to meet target Service Standards subject to viability.

DATED

2021

(1) WELSH MINISTERS

- and -

(2) TRANSPORT FOR WALES

- and –

(3) [*LEAD REGIONAL TRANSPORT AUTHORITY*]

- and –

(4) [*OPERATOR*]

AGREEMENT

relating to

Bus Emergency Scheme 2 in respect of the
areas of the following [*insert all Local
Authorities in the Region*]

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	SCOPE OF AGREEMENT	10
3.	TERM	11
4.	WELSH GOVERNMENT REQUIREMENTS	11
5.	PARTNERSHIP	11
6.	SERVICE SPECIFICATION	12
7.	DATA PROVISION	13
8.	REFERENCE NETWORK.....	15
9.	PAYMENTS AND RECONCILIATION PROCESSES.....	16
10.	EXIT FROM BES 2.....	17
11.	TERMINATION.....	17
12.	EXISTING SUPPORTED SERVICES: GROSS COST	20
13.	EXISTING SUPPORTED SERVICES: NET COST	21
14.	REVERTING TO ORIGINAL CONTRACT TERMS FOR EXISTING SUPPORTED SERVICES.....	22
15.	SUPPORT FOR FORMER COMMERCIAL SERVICES.....	22
16.	COMMERCIAL SERVICES.....	23
17.	SERVICES TENDERED AFTER THE DATE OF THIS AGREEMENT	24
18.	SURVIVAL	25
19.	FUNDING AND CONSTRAINTS	25
20.	INTELLECTUAL PROPERTY RIGHTS	26
21.	CONFIDENTIALITY.....	26
22.	DATA PROTECTION.....	27
23.	FREEDOM OF INFORMATION	28
24.	COMPETITION AND PROCUREMENT LAW	29
25.	DISPUTE RESOLUTION	30
26.	CHANGE PROCEDURE	31
27.	LIMITATION OF LIABILITY	31
28.	ASSIGNMENT.....	31
29.	AMENDMENT	32
30.	WAIVER	32
31.	NOTICES.....	32
32.	SEVERABILITY	33
33.	THIRD PARTY RIGHTS.....	33
34.	ENTIRE AGREEMENT.....	34

35.	COUNTERPARTS	34
36.	GOVERNING LAW AND JURISDICTION	34
	SCHEDULE 1: WELSH GOVERNMENT REQUIREMENTS	36
	SCHEDULE 2: PARTNERSHIP THEMES.....	39
	Section 1: FORM OF UMBRELLA PARTNERSHIP AGREEMENT.....	40
	SCHEDULE 3: COMPENSATION, PAYMENT AND RECONCILIATION.....	41
	Part 1: General and information provision.....	41
	Part 2: Payment.....	41
	Part 3: Reconciliation.....	42
	Part 4: Compensation.....	44
	Section 1: INFORMATION TO BE PROVIDED BY THE OPERATOR.....	46
	Section 2: INADMISSABLE COSTS	48
	SCHEDULE 4: DATA REQUIREMENTS.....	51
	Part 1: Financial Data Requirements	51
	Part 2: Operational Data Requirements	52
	Part 3: Permitted Use	54
	Part 4: Public Sector Data Access and Confidentiality	55
	SCHEDULE 5: FUNDING REVIEW	56
	SCHEDULE 6: FORM OF SERVICE SPECIFICATION	58
	SCHEDULE 7: TEMPLATE REGISTER OF VARIATIONS	59

BETWEEN:

- (1) **WELSH MINISTERS** ("Welsh Government");
- (2) **TRANSPORT FOR WALES** of 3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH ("**TfW**");
- (3) [**LEAD REGIONAL TRANSPORT AUTHORITY**] of [address] acting for and on behalf of [List names of Constituent Local Authorities] ("**Lead Authority**"); and
- (4) [**OPERATOR**] of [address] registered in England and Wales with company number [number] ("**Operator**"),

(together the "**Parties**").

BACKGROUND:

- A Welsh Government has been taking action to help bus operators in Wales, including the Operator, get through the inevitable uncertainty of the COVID-19 affected operating conditions, and that such action has enabled the Operator to continue provision of services which could not have been provided by the Operator without this financial support since March 2020. The Operator further acknowledges that the provision of this support has enabled the Operator to retain customers and a network of services which may otherwise have been lost or reduced significantly, and that this will support the Operator's business in recovering following relaxation of rules on social distancing and other factors which affect bus travel at the date of this Agreement.
- B Funding has been provided by the Welsh Government to bus operators in Wales pursuant to the Bus Hardship Funding letter dated 2 April 2020, the Bus Emergency Scheme 1 letter ("**BES 1**") and Bus Emergency Scheme 1.5 letter ("**BES 1.5**") which provided money to bus operators (including the Operator) through the Lead Authority on behalf of its Constituent Local Authorities. Those letters set out conditions to the Operator receiving such funding (together the "**Previous BES Funding Arrangements**").
- C In continuing to provide Bus Emergency Scheme funding, Welsh Government wish to move to a lasting partnership between bus operators and the public sector. Working together will enable a fundamental reshaping of Wales' local bus services, through a new approach to managing services, sharing data and information and establishing standards for routes, services, fares and tickets to meet the needs of passengers in a world affected by COVID-19, climate change, new transport choices and changes to working patterns.
- D It is intended that funding provided under this new BES 2 agreement ("**Agreement**") will ensure that support provided to bus operators is more directly aligned with the provision of bus services that meet with the aim of supporting the management and interaction across transport modes including smart ticketing, unified routing, integrated timetabling and will do this both by Welsh Government funding pursuant to section 7 Transport (Wales) Act 2006 to support the provision of public service obligations by operators reflecting the services agreed by the public sector to continue to be provided by the operators (including both supported and formerly commercial services) and the parties also agreeing a framework for long term partnership which will continue to cover both supported and commercial bus services into the future.
- E Welsh Government and Transport for Wales have agreed to: (i) consult with bus operators before making policy changes which affect or are impacted by local bus services and give full

consideration to the views expressed, consistent with their duties under the Well-being of Future Generations (Wales) Act 2015; (ii) ensure funding arrangements are clear, communicated and executed in a timely fashion; (iii) recognise and take account, wherever possible in designing policy for bus regulation of the real costs of operating services, bus provision and employee matters; and (iv) ensure requests for information to bus operators are targeted, minimise unnecessary burdens on operators and involve no more work than is required to achieve the relevant purposes.

- F This Agreement is intended to provide a step in ensuring that services and funding are aligned, whilst providing a framework for development of future partnership working between the public sector and bus operators, which can be built upon over the coming years, including to secure co-production in the design and delivery of bus transport services. In particular: (i) Welsh Government and TfW shall engage fully and openly with bus operators in the development of the National Transport Delivery Plan, including policies for the delivery of zero carbon bus fleets and for the development of interventions to improve bus journey times through tackling congestion; and (ii) the Constituent Local Authorities shall take action to enhance highways infrastructure, bus facilities and service information, subject to the availability of funding.
- G The Parties acknowledge that the contribution of the Welsh Government, TfW and local government to delivering quicker, more reliable and predictable services through traffic and congestion reduction and the introduction and improvement of bus priority is crucial to the successful delivery of bus services.
- H As a result this Agreement includes specific requirements in respect of the continued funding and provision of services including specifying the terms of an umbrella partnership arrangement between the Parties, other bus operators and the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership) to support Welsh Government's wider objectives.
- I The Parties acknowledge that this Agreement includes a reconciliation process which shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.
- J It is acknowledged that this Agreement is not intended to amend the basis of payments of BSSG and Concessionary Travel Scheme which shall continue to be paid in accordance with their terms subject to any future reform of such payments with Welsh Government may undertake.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 Unless the context otherwise requires, the following expressions shall have the meanings set out below:

"ADR Notice"	has the meaning given to it in clause 25.4;
"Agreement"	has the meaning given to it in Recital D;

"Alternate Lead Authority"	means each of [Flintshire County Council], [Monmouthshire County Council], [Swansea Council], [Ceredigion County Council], and [Powys County Council] which may be appointed to assist with disputes in accordance with clause 6.7; [Note: delete Lead Authority from this list.]
"BES 1"	has the meaning given to it in Recital B;
"BES 1.5"	has the meaning given to it in Recital B;
"BES 2 Funding"	means funding provided by the Welsh Government to the operators in Wales pursuant to the terms of this Agreement;
"BES Funding Period"	means the period of the BES Previous Funding and the BES 2 Funding;
"BES Previous Funding"	means funding provided by the Welsh Government to operators in Wales pursuant to the Previous BES Funding Arrangements;
"BSSG"	means Bus Services Support Grant awarded to a Lead Authority by Welsh Government to support and maintain the core strategic bus network, improve connectivity and quality, provide certain bus and other local transport services, and develop close and effective partnership working;
"Change in Covid-19 Impact Event"	means any new event or circumstances (or change to event or circumstances) which occurs following the Effective Date which arise as a direct result of the COVID-19 Virus and which adversely impacts the Operator's ability to perform its obligations under this Agreement including but not limited to the introduction of lockdown measures, travel restrictions or amended social distancing measures in the United Kingdom;
"CMA"	means the Competition and Markets Authority of Victoria House, Southampton Row, London WC1B 4AD;
"Commercially Sensitive"	means in relation to a Disclosing Party that the disclosure of such information is either a trade secret or if disclosed would prejudice the commercial interests of that Party, and shall include any Operator Information identified as Commercially Sensitive in Part 4 of Schedule 4;
"Commercial Service"	means a Local Service which a bus operator provides on a commercial basis and not pursuant to any Existing Supported Services Contract or New Supported Services Contract;
"Confidential Information"	means, in relation to a Disclosing Party: <ul style="list-style-type: none"> (a) information of whatever nature concerning the business, assets, liabilities, dealings, transactions, policies or affairs of the Disclosing Party including all trade secrets, financial, marketing and technical information, ideas, concepts, technology, processes,

knowledge and know-how, together with all details of a Disclosing Party's, customers, suppliers, prices, discounts, margins, information relating to research and development, current trading performance and future policy or business strategy and all other information of a like nature; and

- (b) any information which is expressly indicated to be confidential or commercially sensitive or which, due to the nature and circumstances of its disclosure or its content might reasonably be considered to be confidential (whether or not marked as such),

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether or not created for the purpose of entering into this Agreement or otherwise, and shall include, for the avoidance of doubt, any Operator Data identified as Confidential Information in Part 4 of Schedule 4;

"Constituent Local Authorities"

means a group of local authorities in Wales who are working together and are represented by the Lead Authority (and **"Constituent Local Authority"** shall be construed accordingly);

"COVID-19"

means the virus identified and named "COVID-19 virus" by the World Health Organisation which was characterised as a pandemic by the World Health Organisation on 11 March 2020;

"Data Protection Laws"

means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and the Data Protection Act 2018, together with the Privacy and Electronic Communication Regulations 2003 and all codes of practice issued by the Information Commissioner;

"Defaulting Party"

means a Party who commits a material breach of its obligations under this Agreement;

"de minimis contracts"

means Local Services contracts entered into pursuant to section 63 of the Transport Act 1985 which have been procured on a direct award basis to secure the provision of such public transport services as are considered appropriate to meet any public transport requirements which would not otherwise be met, pursuant to the exceptions allowed under section 91 Transport Act 1985 by the Service Subsidy Agreements (Tendering) Regulations 1985 as amended;

"Disclosing Party"

means a Party that discloses Confidential Information to one or more Receiving Parties under this Agreement;

"Dispute"	means a dispute or difference arising out of or in connection with this Agreement or any such matter which a Party deems (acting reasonably) to constitute a dispute;
"Economic Contract"	has the meaning given to it in the Welsh Government "Prosperity for All - Economic Action Plan";
"Effective Date"	means the date of this Agreement;
"EIR"	means the Environmental Information Regulations 2004;
"Existing Supported Services"	means any Local Services operated pursuant to the terms of an Existing Supported Services Contract;
"Existing Supported Services Contracts"	means contracts for the provision of Local Services in Wales by the Operator that were entered into before the Effective Date pursuant to: <ul style="list-style-type: none"> a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000; b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure Event"	means any event or occurrence (including fire, flood, violent storm, pestilence, explosion, malicious damage, act of terrorism, epidemic, pandemic, any industrial action by the workforce of an affected Party or by the workforce of a critical or key supplier, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made) which: <ul style="list-style-type: none"> a) without prejudice to the operation of clause 11.6, the affected Party could not reasonably have provided against before entering into this Agreement; b) materially adversely affects the ability of a Party to perform its obligations (in whole or in part) under this Agreement; c) which is outside the reasonable control of an affected Party; d) having arisen, could not reasonably be avoided or overcome by the affected Party;

	e) occurs in the United Kingdom; and
	f) is not attributable to any act or failure to take reasonable preventative action by an affected Party;
"Former Commercial Services"	has the meaning given to it in clause 15.1;
"Funding Review(s)"	means the review carried out in accordance with Schedule 5;
"Good and Efficient Operator"	has the meaning given to it in Section 1 to Schedule 3;
"Gross Cost Contract"	means a contract whereby the procuring authority retains the right to receipt of passenger revenue and therefore carries the financial risk in respect of the level of passenger revenue received in respect of services provided under such contract;
"Historic"	means up to 1 March 2019;
"Insolvent Party"	has the meaning given to it in clause 11.3;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Lead Authority"	means a local authority in Wales acting as the Lead Regional Transport Authority for one or more of its Constituent Local Authorities;
"Lead Authority Dispute"	means a Dispute which involves the Lead Authority and may therefore be resolved in accordance with clause 25.3;
"Legislation"	means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any Welsh law within the meaning given to it in section 1(3) of the Legislation (Wales) Act 2019, any exercise of the Royal Prerogative, and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;

"Local Service"	has the meaning given to it in the section 2 of the Transport Act 1985 and for the avoidance of doubt, this shall not include: services which are not registrable pursuant to section 6 of the Transport Act 1985, including any services which are provided where a railway service is temporarily interrupted under section 40 Railways Act 2005;
"Net Cost Contract"	means a contract whereby the operator retains all passenger revenue and takes the risk in respect of the level of passenger revenue received in respect of services provided under such contract;
"New Supported Services"	means any Local Service operated pursuant to the terms of a New Supported Services Contract;
"New Supported Services Contract"	means contracts for the provision of Local Services in Wales by the Operator that were entered into after the Effective Date pursuant to: <ul style="list-style-type: none"> a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000; b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
"New Supported Services Contract Tendering Assumptions"	has the meaning given to it in clause 17.3;
"Operator Data"	means Operator data required to be provided under this Agreement which are confidential or commercially sensitive to the Operator as identified in Part 4 of Schedule 4;
"Operator Companies"	Group means the Operator and any subsidiary, holding company or subsidiary of any holding company of the Operator or any other company or structure established by the owners of the Operator and "Operator Group Company" shall be construed accordingly;
"Part 1 Competition Test"	means the test for making and varying quality partnership schemes, making and varying ticketing schemes, and inviting and accepting tenders under section 89 or 91 of the Transport Act 1985 (subsidised services) as set out in Schedule 10, Part 1 to the Transport Act 2000 as modified;

"Part 2 Competition Test"	means the test for certain agreements, decisions and practices as set out in Schedule 10, Part 2 to the Transport Act 2000 as modified;
"Permitted Use"	means the use of data for any purpose specified in Part 3 of Schedule 4;
"Personal Data Disclosing Party"	has the meaning given to it in clause 22.3;
"Personal Data Receiving Party"	has the meaning given to it in clause 22.3;
"Previous BES Funding Arrangements"	has the meaning given to is in Recital B;
"Priorities"	has the meaning given to it in clause 6.2;
"Procurement Programme"	has the meaning given to it in clause 17.2;
"Public Sector Parties"	means Welsh Government, TFW and each Lead Authority acting for its Constituent Local Authorities and "Public Sector Party" shall be construed accordingly;
"Quality Partnership Schemes" or "QPS"	means a quality partnership scheme as specified in section 114(1) Transport Act 2000;
"Receiving Party"	means a Party which receives Confidential Information from a Disclosing Party;
"Reconciliation Payment"	has the meaning given to it in clause 9.5;
"Reference Network"	means: <ul style="list-style-type: none"> a) the initial reference network in accordance with clause 8.1; and b) the developed reference network, developed in accordance with the provisions of clauses 8.2 to 8.6 as it may be varied from time to time;
"Region"	means the geographical area for which the Lead Authority and its Constituent Local Authorities are responsible;
"Register of Variations"	means a register for each Region, specific to the Operator, detailing each service contract, the agreed variation to the specific service, which has been reviewed and signed by the relevant Constituent Local Authority, the form appended at Schedule 7;
"Regulation 1370/2007"	means Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road as amended,

including, but not limited to, by the Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020;

"Request for Information"	shall have the meaning set out in the FOIA or any apparent request for information under the FOIA;
"Service Failure Points" or "SFPs"	has the meaning given to it in Part 4 of Schedule 3;
"Services"	has the meaning given to it in clause 2.1;
"Service Payment"	has the meaning given to it in clause 9.1;
"Service Specification"	means the specification to which the Operator agrees to provide Local Services as determined in accordance with clause 6, including but not limited to, compliance with the requirements of Schedule 1;
"Service Standards"	means the service standards which will apply to different classifications of routes across Wales, developed in accordance with clause 8.6;
"State Aid and Procurement Constraints"	has the meaning given to it in clause 19.2;
"Subsidised Network"	has the meaning given to it in clause 8.3;
"Term"	has the meaning given to it in clause 3.1;
"Umbrella Partnership Agreement"	means the framework voluntary partnership agreement agreed in accordance with clause 5;
"VPA"	means a voluntary partnership agreement as described in section 46 of the Local Transport Act 2008, amending section 153(2) of the Transport Act 2000;
"Wales Transport Strategy"	means the draft strategy for the future of transport in Wales, setting out Welsh Government's ambitions for the next twenty (20) years and their priorities for the next five (5) years in the form of the consultation document published here: https://gov.wales/llwybr-newydd and developed during the Term;
"Welsh Bus Open Data Agreement"	means the agreement to be entered into between (1) TfW and (2) the Operator in relation to the Operator providing certain data to TfW which will enable TfW to build a consistent data set for all services in Wales to improve services for passengers; and
"Working Days"	means any day of the week other than a Saturday, Sunday or Bank Holiday.

- 1.2 the Schedule(s) form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedule(s);
- 1.3 references to clauses or paragraphs appearing in the main body of this Agreement are, except where expressly stated to the contrary, references to clauses and paragraphs of this Agreement;
- 1.4 references to any part or paragraph appearing within a Schedule are, except where expressly stated to the contrary, references to such part or paragraph of that Schedule;
- 1.5 references to this Agreement are references to this Agreement as varied, assigned and/or novated in accordance with the provisions of this Agreement from time to time;
- 1.6 references to any other agreement or document are to such agreement or document as varied, assigned or novated from time to time; and
- 1.7 any reference to any Legislation will include any subordinate legislation made under it and will be construed as a reference to such Legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply in respect of all Local Services provided by the Operator in the Region, including:
 - 2.1.1 Existing Supported Services; and
 - 2.1.2 Former Commercial Services;
 - 2.1.3 Commercial Services; and
 - 2.1.4 New Supported Services,(together the "**Services**").
- 2.2 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Gross Cost Contract, clause 12 shall apply.
- 2.3 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Net Cost Contract, clause 13 shall apply.
- 2.4 Where and to the extent any Local Service provided by the Operator is a Former Commercial Service the provisions of clause 15 shall apply in respect of Former Commercial Services.
- 2.5 Where and to the extent any Local Service provided by the Operator is a Commercial Service, clause 16 shall apply to the Operator in respect of the provision of those services.
- 2.6 Where and to the extent any Local Service provided by the Operator is provided pursuant to a New Supported Services Contract let by a Lead Authority or one of its Constituent Local Authorities after the date of this Agreement the provisions of clause 17 shall apply.
- 2.7 Where any provision of this Agreement is specified as being carried out by one Public Sector Party pursuant to this Agreement, the Public Sector Parties may agree that a representative of

another Public Sector shall be able to exercise such rights or may be required to carry out such function or obligation, provided that prior to such exercise, the Public Sector Parties shall jointly notify the Operator of such change of responsibility, and the party originally subject to such obligation shall notify the Operator of the basis upon which the new Public Sector Party is entitled to exercise the relevant powers. To the extent that this clause relates to the discharge of a statutory duty, the performance of such duty shall not be carried out by another Public Sector Party pursuant to this clause 2.7, save to the extent expressly agreed by such Public Sector Parties or in the event where TfW is performing such duties on behalf of the Welsh Government.

- 2.8 It is acknowledged that the Operator and Operator Group Companies may choose to change the way that they provide Local Services. Notwithstanding this, it is acknowledged by the Operator that this Agreement is entered into in respect of all Local Services provided by the Operator in the Region, and the Operator shall procure that, where there is any change in the operation of such services, that any alternative Operator Group Company providing such Local Services shall enter into an agreement on equivalent terms with the Public Sector Parties, and where and to the extent that they do not, or where any other action is taken by the Operator or any Operator Group Company to seek to provide services which are the same or similar to Local Services provided by the Operator in the Region outside the terms of this Agreement, the Operator shall indemnify the Public Sector Parties against all costs, losses, expenses and claims arising from the Local Services or services similar to the Local Services (including Commercial Services) being provided by the Operator or an Operator Group Company in a manner not subject to the provisions of this Agreement or an agreement on equivalent terms.

3. TERM

- 3.1 This Agreement shall commence on the Effective Date and shall continue until 31 July 2022 (being the date falling two (2) years after the start date of BES 1.5), unless terminated earlier in accordance with the terms of this Agreement ("**Term**").

4. WELSH GOVERNMENT REQUIREMENTS

- 4.1 As a condition of receipt of BES 2 Funding, the Operator shall comply with Welsh Government's minimum funding requirements as specified in Schedule 1.
- 4.2 Where the Operator is in material breach of any condition contained in Schedule 1 and the Operator fails to remedy such material breach (such remedy to include taking all reasonable steps to ensure that such breach is not repeated) within ten (10) Working Days of notification (or such other period of time as is reasonable given the nature of the breach and the steps required to remedy such breach), then the Operator shall pay compensation to the Lead Authority, pursuant to the process and calculated in accordance with Schedule 3.
- 4.3 The Operator shall maintain adequate insurances to cover against the risks which may be expected to arise in connection with the delivery of their obligations under this Agreement, including, but not limited to, insuring all property required to perform such obligations. The Operator shall provide the Lead Authority with proof of such insurances promptly upon request.

5. PARTNERSHIP

- 5.1 The Operator shall use reasonable endeavours to agree the terms of an Umbrella Partnership Agreement, within three (3) months from the Effective Date and in the form of the draft agreement included at Section 1 of Schedule 1 with:

- 5.1.1 the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership);
 - 5.1.2 TfW;
 - 5.1.3 Welsh Government; and
 - 5.1.4 other bus operators in the Region.
- 5.2 The Lead Authority, Welsh Government and TfW shall use reasonable endeavours to agree the terms of the Umbrella Partnership Agreement with the Operator and other bus operators in the Region.
- 5.3 The Parties acknowledge that that Umbrella Partnership Agreement shall provide a framework for development of detailed partnerships in the Region including, where appropriate, VPAs and QPS, and shall include as a minimum terms which:
- 5.3.1 establish a partnership board which shall govern the partnership, set strategy and objectives of the partnership, monitor and report on the performance of the partnership and resolve disputes;
 - 5.3.2 define the parties' obligations in respect of the continued delivery of the Wales Transport Strategy which may be in the form of transport plans which set out implementation dates, or processes to agree such plans, including, but not limited to those matters specified in Schedule 2;
 - 5.3.3 define obligations with respect to the Reference Network in accordance with clause 8;
 - 5.3.4 establish key performance indicators;
 - 5.3.5 invest in provision of Local Services;
 - 5.3.6 confirm review processes for the partnership using annual reviews and/or change procedures;
 - 5.3.7 rectify a breach of the terms of the Umbrella Partnership Agreement; and
 - 5.3.8 terminate the Umbrella Partnership Agreement.

6. SERVICE SPECIFICATION

- 6.1 From the Effective Date, the Operator shall operate its Local Services as it did under the terms of the BES 1.5, unless agreed otherwise with the Lead Authority prior to the Effective Date.
- 6.2 The Operator shall consult and agree with the Lead Authority and each Constituent Local Authority in whose area a Local Service operates by the Effective Date or by no later than thirty (30) days of the Effective Date, the specification of the services (including routes, frequencies and hours of operation) that the Operator shall provide. In determining the specification of the services the Parties shall have regard to:
- 6.2.1 supporting learners' journeys to school or college on registered local bus services;
 - 6.2.2 increasing frequencies where demand exceeds capacity;

- 6.2.3 improving accessibility to jobs and services across our regions and communities;
- 6.2.4 supporting economic recovery; and
- 6.2.5 ensuring social inclusion,

(together the "**Priorities**"),

provided that the services shall be affordable within the BES 2 Funding allocated to the Operator in accordance with the terms of this Agreement.

- 6.3 The agreed Service Specification will be recorded in the form appended at Schedule 6 and shall be updated with any changes, agreed from time to time and subject to being deliverable within the BES 2 Funding provided to the Operator pursuant to the terms of this Agreement.
- 6.4 The Operator shall act in good faith to discuss and agree with the Lead Authority and the relevant Constituent Local Authorities any changes in the Local Services required at regular intervals as agreed by the Parties, to ensure that the Local Services continue to meet local needs.
- 6.5 The Operator shall take all reasonable steps to respond and comply promptly with reasonable requests from the Lead Authority to amend the Local Services operated including:
 - 6.5.1 the routes used by those services;
 - 6.5.2 the hours of operation;
 - 6.5.3 the vehicles used or levels of provision; and
 - 6.5.4 the timetables of such services.
- 6.6 If, in exceptional circumstances, the Operator cannot reach agreement with the Lead Authority and any Constituent Local Authority on the Local Services to be operated in accordance with clause 6.4, then the Operator shall seek to agree the reasonable level of services to be provided with the Lead Authority who shall act reasonably to determine an appropriate service requirement in the context of the BES 2 Funding available and the requirements of the Lead Authority and the relevant Constituent Local Authority, and where such agreement is reached, these service requirements shall apply.
- 6.7 Where following discussion with the Lead Authority in accordance with clause 6.6, agreement can still not be reached with the Operator then either party may refer the matter as a Dispute, save that where the Lead Authority has a reasonable belief that the Operator has not engaged in good faith with any Constituent Local Authority covered by their operations and this forms part of the Dispute then such Dispute shall be referred as a Lead Authority Dispute in accordance with clause 25.3.

7. DATA PROVISION

- 7.1 The Operator shall provide:
 - 7.1.1 the data specific in Section 1 of Part 4 of Schedule 3 in accordance with Part 3 of Schedule 3;
 - 7.1.2 the data specified in Part 1 of Schedule 4, in accordance with Part 3 of Schedule 3; and

- 7.1.3 the data specified in Part 2 of Schedule 4, in accordance with Part 3 of Schedule 3.
- 7.2 The data provided pursuant to this Agreement (including, but not limited to that provided pursuant to clause 7.1) may be used by the Welsh Government, TfW, the Lead Authority and Constituent Local Authorities in the Region solely for the Permitted Uses specified in Part 3 (Permitted Uses) of Schedule 4. Where such data is identified as Confidential or Commercially Sensitive as specified in Part 4 of Schedule 4, the relevant Public Sector Parties shall manage such data as Confidential Information in accordance with clause 21 and clause 23 and Commercially Sensitive in accordance with clause 23.
- 7.3 Where any Public Sector Party wishes to use any data provided by the Operator pursuant to this Agreement for any use which is not a Permitted Use they shall only do so having obtained the consent of the Operator, such consent not to be unreasonably withheld.
- 7.4 Where any data is identified as being Commercially Sensitive pursuant to Part 4 of Schedule 4 then each Public Sector Party shall ensure that, even where such data is being utilised in accordance with the Permitted Use that such data is only disclosed in accordance with clauses 21 to 23, and that where the output from the use of such data is disclosed in any manner which could be accessed by any other operator or prospective operator of Local Services, that such data or outputs are aggregated or presented in such a way that no Commercially Sensitive information is published (for example, where information in respect of crowding on buses is presented through using a traffic light system).
- 7.5 The Parties acknowledge and agree that the data provided pursuant to this clause 7 shall not be used by any Party for:
- 7.5.1 the purposes of monitoring and/or reporting to the Traffic Commissioner or the DVSA in respect of the Operator's service performance in respect of reliability and timekeeping for any local services operated by that Operator; or
- 7.5.2 any purpose relating to the potential introduction of a Quality Contract Scheme pursuant to the Transport Act 2000 by any Local Authority or the introduction by any Local Authority of any similar form of franchising arrangement under subsequent legislation,
- without the Operator's prior written consent.
- 7.6 Where any Public Sector Party analyses Operator Data for a Permitted Use with the intention to use that analysis for policy or decision making processes which may materially affect the Operator, such Public Sector Party shall use reasonable endeavours to engage with the Operator prior to use, to allow the Operator to inform such analysis. The Operator acknowledges that compliance with this obligation may not always be practicable, and in particular that a Public Sector Party shall not be obliged to comply with this obligation to the extent that it would breach clause 7.4.
- 7.7 The Operator shall keep and maintain full and accurate records and accounts on everything to do with this Agreement throughout and for seven (7) years after the date of expiry or termination of this Agreement.
- 7.8 Where a Public Sector Party is required to audit any information provided by the Operator pursuant to this Agreement, including where Welsh Government has reasonable grounds to believe that any information provided is materially incorrect, then they may appoint an auditor. The Operator shall allow such appointed auditor access to their premises, upon reasonable notice, to verify all accounts and records of everything to do with this Agreement (which is

relevant to the issue identified) and provide copies for the audit upon request, subject to clause 21.

- 7.9 The Operator shall provide information to the auditor and reasonable co-operation at their request.
- 7.10 Where any auditor identifies that any information provided by the Operator to any Public Sector Party is materially false or incomplete the relevant Public Sector Party shall be entitled to assess the impact of such false or incomplete information and where this has led to an under-payment to any Public Sector Party or over-payment from any Public Sector Party of the Service Payment, such Party shall be entitled to recover the difference between the amount originally calculated and the amount calculated following correction of the information found to be false or incomplete, and such amount shall be immediately payable by the Operator to such Public Sector Party.
- 7.11 The Operator agrees to use all reasonable endeavours to enter into the Welsh Bus Open Data Agreement within three (3) months of signing this Agreement, and shall, in any case, enter into such agreement within six (6) months of signing this Agreement. In the event of a conflict between the terms of the Welsh Bus Open Data Agreement and this Agreement, the Parties agree that this Agreement shall take priority during the Term of this Agreement and upon termination or expiry of this Agreement, the Welsh Bus Open Data Agreement shall take priority.
- 7.12 The Parties acknowledge that Tfw use third party suppliers to extract/receive and process data and that clauses 21 and 22 shall apply to the use and processing of such data by such third parties.

8. REFERENCE NETWORK

- 8.1 The Parties agree that the initial Reference Network reflects the routes, frequencies and hours of operation of local bus services in Wales prior to COVID-19, specifically as at 29 February 2020 modified by:
- 8.1.1 any key seasonal variations as demonstrated in the preceding year e.g. a summer tourist timetable; and
- 8.1.2 any changes to services implemented by agreement with a Local Authority or the Lead Authority prior to the Effective Date.
- 8.2 The Parties agree that for the purposes of continued improvement in the provision of local bus services in Wales, it will be necessary to develop a revised Reference Network which sets out the target requirements for routes and services to be provided across Wales. The Reference Network shall be developed in accordance with this Agreement, including the provision of services in accordance with clauses 12 to 17 below, as well as any changes to services agreed pursuant to Schedule 1. The Parties agree that the Reference Network shall be developed in respect of each Region in line with the local and regional rankings of the Priorities and in support of a coherent Wales wide Reference Network.
- 8.3 The Parties, together with other operators in the Region, shall work together to develop a revised Reference Network by 30 June 2021. This network will supersede the initial Reference Network and reflect Regional priorities. As part of developing the revised Reference Network, historical and current passenger demand data will be used to objectively identify the elements of the Reference Network which will require long term Government support. These elements of the Reference Network will be referred to as the "**Subsidised Network**".

- 8.4 The development of the Reference Network shall include:
- 8.4.1 use of data provided by all parties with an interest in the provision of bus services within the Region, including operators, Lead Authorities, Local Authorities, Tfw and Welsh Government;
 - 8.4.2 consideration of regional strategic Priorities for the provision of Local Services;
 - 8.4.3 examination of existing routes;
 - 8.4.4 exploration of options for new routes;
 - 8.4.5 the viability and affordability of the proposed routes; and
 - 8.4.6 consideration of investment or other measures that may be required to support any revised Reference Network.
- 8.5 The Lead Authority shall manage compliance with the Reference Network in accordance with the requirements set out in Schedule 1.
- 8.6 As part of the development of the Reference Network, the Operator shall use all reasonable endeavours to agree a set of Service Standards pursuant to Schedule 1 with the Lead Authority and Tfw which will apply to different classifications of routes across Wales. The Operator, the Lead Authority and Tfw shall use all reasonable endeavours to complete this classification by 30 June 2021.

9. PAYMENTS AND RECONCILIATION PROCESSES

- 9.1 The Lead Authority shall pay the Operator a service payment calculated in accordance with Part 2 of Schedule 3 ("**Service Payment**"), in relation to the Services provided pursuant to and in accordance with this Agreement. If the Operator disputes the amount of the Service Payment then such dispute shall be resolved in accordance with clause 25.
- 9.2 For the avoidance of doubt, the Operator shall not be entitled to recover more than once in respect of the same amount, including that the Operator shall not be entitled to recover any amount payable pursuant to the Previous BES Funding Arrangements pursuant to this Agreement.
- 9.3 In the event that the Operator is successful in obtaining any other governmental support or support from any Lead Authority or one of its Constituent Local Authorities or other such body that is offered in relation to the impact of and/or recovery from the impacts of COVID-19, this shall be taken into account in relation to the relevant Service Payment such that the Operator does not benefit from double recovery or double counting.
- 9.4 The Operator shall comply with the reconciliation process detailed in Part 3 of Schedule 3. The Parties acknowledge that Schedule 3 assesses the basis on which the Operator is paid, and includes provisions to ensure that such payments, following reconciliation, do not lead to over-compensation or illegal state aid. Notwithstanding any other remedies that the Lead Authority, Tfw or Welsh Government may have pursuant to this Agreement or otherwise for provision by the Operator of false or misleading information, it shall be a material breach of this Agreement for the Operator to fail to accurately provide the information specified in Schedule 3. For the avoidance of doubt, it will be necessary to provide information in respect of all Local Services provided by the Operator, including any Commercial Services, to ensure transparency of costs and revenues and to ensure that the calculation of the Assumed Margin pursuant to Schedule 3

shall take into account the costs and revenues from all Local Services provided by an Operator (including Former Commercial Services and Commercial Services).

- 9.5 Where following any reconciliation process carried out pursuant to Part 3 of Schedule 3, the Lead Authority identifies that an overpayment or an underpayment has been made, the Lead Authority shall be entitled to require either clawback of such amount or pay such amount ("**Reconciliation Payment**"), calculated in accordance with Part 3 of Schedule 3. The Lead Authority shall provide the Operator with detailed calculations confirming the Reconciliation Payment to be returned to the Lead Authority or paid to the Operator.
- 9.6 The Parties acknowledge and agree that TfW, working with the Lead Authority, may carry out Funding Reviews on behalf of Welsh Government in accordance with the provisions of Schedule 5 and the Parties shall agree, acting reasonably, such amendments to this Agreement, as may be reasonably required to reflect the outcomes of each Funding Review.

10. EXIT FROM BES 2

- 10.1 The Parties agree and acknowledge that by no later than 1 August 2022, it is all Parties' intention that all of the Operator's Local Services which operate in Wales shall either be:

10.1.1 operated as a Commercial Service; or

10.1.2 operated pursuant to a New Supported Services Contract or the original terms and conditions of an Existing Supported Services Contract (including in each case any such contract which is let as a *de minimis* contract).

- 10.2 Where all Local Services operated by the Operator in Wales are operated in accordance with clause 10.1 then the Parties acknowledge that:

10.2.1 no further payments shall be made pursuant to this Agreement; and

10.2.2 provided that any Umbrella Partnership Agreement and any associated partnership arrangements shall not be terminated as a result of the termination of this Agreement,

any Party shall otherwise be entitled to terminate this Agreement by agreement with the other Parties (all acting reasonably).

11. TERMINATION

- 11.1 This Agreement, or a Party's participation in this Agreement, may be terminated in accordance with the provisions of this clause 11.

Defaulting Party Material Breach

- 11.2 In the event of a material or persistent breach of this Agreement by a Defaulting Party, the non-Defaulting Party may give four (4) weeks' written notice of their intention to terminate this Agreement, setting out in sufficient detail the acts or omission of the relevant Defaulting Party giving rise to such breach or breaches. If the Defaulting Party does not, to the reasonable satisfaction of the non-Defaulting Party, remedy the breach or breaches and the consequences of such breach within such notice period, the non-Defaulting Party may terminate this Agreement. Where, pursuant to Part 4 of Schedule 3 Service Failure Points have been allocated for the same trigger in three (3) consecutive months this shall be deemed to be a material breach which the Operator has been unable to remedy.

Insolvency

- 11.3 Any non-Defaulting Party may by written notice terminate its participation in this Agreement where another Party ("**Insolvent Party**"):
- 11.3.1 passes a resolution for its winding up or summons a meeting to pass any such resolution (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.2 has a petition for a winding-up order presented against it (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.3 has an application made to court, or an order made, for the appointment of an administrator or any step is taken to appoint an administrator in respect of the Insolvent Party;
 - 11.3.4 has a receiver, administrative receiver, receiver and manager or similar officer appointed by any person of all or any part of the Insolvent Party's property, assets or undertaking;
 - 11.3.5 makes a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;
 - 11.3.6 enters into any other arrangement with its creditors or any of them;
 - 11.3.7 takes or suffers any other action in consequence of debt including, without limitation, giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
 - 11.3.8 has a proposal or threat to do any of the above acts or things made; or an event analogous to the aforesaid occurs in whatever jurisdiction.

Continuing Force Majeure

- 11.4 No Party shall be liable to any other Party for any delay in, or failure to perform its obligations under this Agreement arising (in whole or in part) from any Force Majeure Event, provided that the affected Party shall:
- 11.4.1 as soon as reasonably practicable, send to the other Parties a written notice setting out the circumstances of the event and its anticipated effect; and
 - 11.4.2 use all reasonable endeavours to minimise the effect of any such circumstances.
- 11.5 If the affected Party's ability to perform its obligations under this Agreement is materially adversely affected (in whole or in part) due to a Force Majeure Event continuing for a period of six (6) months or more, any Party may terminate the affected Party's participation in this Agreement with immediate effect by serving written notice to the other Parties, provided that no such notice shall be served until the Parties have met in good faith to discuss and seek to agree whether this Agreement should continue in modified form (agreement to such not to be unreasonably withheld).
- 11.6 Notwithstanding any other provision under this Agreement, the Parties agree that they were aware of COVID-19 and that the existence of COVID-19 in itself shall not constitute a Force Majeure event save that a Change in COVID-19 Impact Event may be deemed to be a Force

Majeure Event provided it satisfies the criteria set out in sub-paragraphs (b) to (f) (exclusive) of the definition of Force Majeure.

Termination by agreement of the Parties

- 11.7 This Agreement may be terminated in respect of all Parties or in respect of any one party at any time with immediate effect by written consent of all Parties that it be so terminated.
- 11.8 This Agreement shall be terminated in respect of any Party that disposes of its business in accordance with clause 28.2.
- 11.9 In the event that the Operator either: (i) changes the way that they provide Local Services and does not comply with clause 2.8; or (ii) disposes of its business and does not comply with clause 28.2, the Operator acknowledges and agrees that such breach shall be dealt with in accordance with clause 11.2 and the non-Defaulting Party is entitled to terminate this Agreement.

Exit from BES 2

- 11.10 This Agreement may be terminated pursuant to clause 10.2.

Funding Reviews

- 11.11 This Agreement may be terminated on notice provided by Welsh Government to the Operator, in accordance with paragraph 1.3.3 of Schedule 5 following a Funding Review.

Operator withdrawal

- 11.12 This Agreement may be terminated on no less than fifty six (56) days' notice (or such other period of notice as the Traffic Commissioner may require in respect of de-registration of Local Services at the date the notice is given) from the Operator to the other Parties, in the event that the Operator intends to withdraw from the Welsh bus market, such termination to occur on the date of withdrawal from the Welsh bus market.
- 11.13 In the event where the Operator intends to withdraw from the Welsh bus market and terminates this Agreement in accordance with clause 11.12, the Operator shall provide Welsh Government with a reasonable opportunity to purchase any assets of the business which it intends to dispose of, on fair terms.

Effect of Termination

- 11.14 The termination of this Agreement for any reason:
 - 11.14.1 shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination, including, for the avoidance of doubt, any payments to be made to the operator pursuant to Part 3 of Schedule 3;
 - 11.14.2 shall not prejudice the rights or remedies which any Party may have in respect of any breach of the terms of this Agreement prior to the date of termination; and
 - 11.14.3 shall not impact upon any clawback of BES 2 Funding which is to be made (including any clawback of BES 2 Funding still to be calculated) in accordance with Schedule 3.

12. EXISTING SUPPORTED SERVICES: GROSS COST

12.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

12.2 Where an Existing Supported Services Contract is let as a Gross Cost Contract:

12.2.1 the Operator acknowledges that the relevant Constituent Local Authority (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006) remains at risk for passenger revenue, and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to additional costs incurred by the Operator in providing services in accordance with the terms of such Gross Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services;

12.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

12.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

12.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority and align payment with the revised services.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be;

12.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 12.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the bus operator nor alter the overall nature of the Existing Supported Services Contract;

12.2.4 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Gross Cost Contracts are made pursuant to a valid variation to the Existing Supported Services Contracts between the Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

12.2.5 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

13. EXISTING SUPPORTED SERVICES: NET COST

13.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

13.2 Where such Existing Supported Services Contract is a Net Cost Contract:

13.2.1 the Parties acknowledge that the Operator is at risk for passenger revenue under the terms of the Net Cost Contract with the relevant Lead Authority or one of its Constituent Local Authorities (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006), and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to:

13.2.1.1 additional costs incurred by the Operator in providing services in accordance with the terms of such Net Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services; and

13.2.1.2 the impact on passenger revenue beyond that which was foreseeable by the Operator and/or the Lead Authority or one of its Constituent Local Authorities at the time that such Existing Supported Services Contract was let,

13.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

13.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

13.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications in respect of any changes to service provision are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be, and that the payments in respect of loss of passenger revenue are made due to the immediate and continuing risk of disruption of passenger services as a result of the loss of that passenger revenue,

13.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 13.2.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the operator nor alter the overall nature of the Existing Supported Services Contract;

13.2.4 the Operator agrees that, where payments made relate to the impact of COVID-19 on passenger numbers, the extent to which those payments relate to costs which would have been funded from passenger revenue, save for the effect of COVID-

19, that the Lead Authority shall be entitled to limit the payments made in respect of such costs for the period that the risk associated with passenger revenue loss is materially greater than that which was reasonably foreseeable at the date of the relevant agreement;

13.2.5 payments made by the Lead Authority to the Operator pursuant to this Agreement in respect of Existing Supported Services pursuant to a Net Cost Contract shall be only made for the period, and to the extent that, the provision of services under the relevant Net Cost Contract are affected by COVID-19;

13.2.6 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Net Cost Contracts are made pursuant to a valid variation to the Supported Services Existing Contract between the relevant Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

13.2.7 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

14. REVERTING TO ORIGINAL CONTRACT TERMS FOR EXISTING SUPPORTED SERVICES

14.1 The Parties acknowledge that any Existing Supported Services Contract varied in accordance with clause 12 and 13, shall revert to the terms specified immediately prior to such variation (subject to any other variation to such contract agreed by the Parties to that contract) when all or some of the following criteria are achieved (in each case as agreed with the relevant Local Authority, acting reasonably):

14.1.1 the revenue in respect of that service returning to pre-COVID levels;

14.1.2 the service operating to a specification materially the same as that pre-COVID, subject to any other variation of such contract; and

14.1.3 the Operator choosing to return to the terms of the original Existing Supported Services Contract.

15. SUPPORT FOR FORMER COMMERCIAL SERVICES

15.1 The Parties acknowledge that the Operator has historically operated Commercial Services, but due to the effects of COVID-19, those Commercial Services were no longer commercially viable and support for the continuation of the services was required from Welsh Government. Such support was received through BES Funding provided pursuant to the Previous BES Funding Arrangements. The Parties further acknowledge that the Previous BES Funding Arrangements were implemented on the basis of payments being made under the following powers:

15.1.1 use of grant aid under section 154 Transport Act 2000; or

15.1.2 payments made pursuant to section 7 of the Transport (Wales) Act 2006,

("Former Commercial Services").

- 15.2 The Operator acknowledges that in the absence of Service Payments made pursuant to this Agreement the Operator would not be able to continue to operate the relevant Former Commercial Service or would not be able to operate the Former Commercial Services to the Service Standards.
- 15.3 The Lead Authority acknowledges that it would not have funded such Former Commercial Services to the Service Standards unless provided with financial support by Welsh Government.
- 15.4 The Lead Authority agrees to support the Former Commercial Services pursuant to the terms of this Agreement on the basis that the operation of the Former Commercial Service is required to meet public service obligations, with support being provided for provision of such public service obligations through the payment of Service Payments on behalf of Welsh Government in accordance with Schedule 3 (pursuant to section 7 Transport (Wales) Act 2006), provided that the Operator in operating the Former Commercial Services, shall at all times comply with the prevailing Service Specification.
- 15.5 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

16. COMMERCIAL SERVICES

- 16.1 Where the Operator registers a Commercial Service which does not comply with the applicable Service Standards, then save where the specification of such Commercial Service has been agreed in accordance with clause 16.2.2, the Operator acknowledges and agrees that Welsh Government or any Local Authority in the area in which such service is operated may determine that notwithstanding the operation of the Commercial Service, that the service in question is not being provided to the applicable Service Standard required, in accordance with section 7(4) Transport (Wales) Act 2006 or section 63(5) Transport Act 1985 and that Welsh Government or the relevant Local Authority may determine that a service that meets the applicable Service Standard may be let in accordance with clause 17 (subject to the application, where relevant, of the Part 1 Competition Test).
- 16.2 Where the Operator registers a Commercial Service which will operate:
- 16.2.1 in accordance with the applicable Service Standards; or
- 16.2.2 in accordance with a variation to the Service Standards as agreed by the Operator, Lead Authority and TfW on the grounds that, for example, the specified standard for the hours of operation or frequency of the service are not financially viable or required,

then the Parties acknowledge that such service shall be operated as a Commercial Service for the purposes of this Agreement, but shall for the avoidance of doubt, remain subject to the terms of this Agreement, the Umbrella Partnership Agreement and any future partnership agreement developed pursuant to the terms of the Umbrella Partnership Agreement.

- 16.3 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including

Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

17. SERVICES TENDERED AFTER THE DATE OF THIS AGREEMENT

17.1 The Parties agree that the Lead Authority or one of its Constituent Local Authorities or Welsh Government may let New Supported Services Contracts including where:

- 17.1.1 an Existing Supported Service Contract expires or terminates;
- 17.1.2 the Operator chooses to cease operation of a Former Commercial Service; or
- 17.1.3 a new route is identified as part of the Reference Network which is not operated as a Commercial Service or any Commercial Service does not comply with clause 16.2,

in each case where the relevant Local Authority or Welsh Government determine that the provision of such service is appropriate for meeting public transport requirements in the relevant area.

17.2 The Operator acknowledges that, no later than 1 August 2021, the Lead Authority (working with its Constituent Local Authorities) shall set out a programme to tender key services that are otherwise at risk of not meeting the requirements of clause 10.1 prior to 1 August 2022 when this contract shall terminate ("**Procurement Programme**"). The Procurement Programme shall be developed in consultation with the Operator and other operators and plans to tender New Supported Service Contracts within the Procurement Programme shall be prioritised to take account of:

- 17.2.1 the prevailing bus market conditions including any continued impact of COVID-19 on the performance of the bus market, such as passenger levels and revenues;
- 17.2.2 the estimated time frame for meeting the requirements of clause 10.1; and
- 17.2.3 the extent to which each service is required for the purposes of operating the Reference Network and delivering its intended benefits.

The Procurement Programme shall be reviewed by the Lead Authority and its Constituent Local Authorities every month and revised as necessary in consultation with the Operator, other operators and stakeholders to take account of changes which affect the priorities detailed in clauses 17.2.1 to 17.2.3.

17.3 Where a Lead Authority, one of its Constituent Local Authorities or Welsh Government tenders a New Supported Services Contract following the date of this Agreement, the tender for such New Supported Services Contract shall specify the assumptions that are to be made by all bidders regarding payments (if any), to be made pursuant to this Agreement to the operator of services under that New Supported Services Contract, and the relevant Public Sector Party shall ensure that the same assumptions are provided to all tenderers for such Contract ("**New Supported Services Contract Tendering Assumptions**"); or

17.4 the Parties acknowledge, that where any Public Sector Party, specifies New Supported Services Contract Tendering Assumptions as part of a tender process for a New Supported Services Contract and the Operator enters into such New Supported Services Contract, the Lead

Authority shall make payments under this Agreement in respect of such New Supported Services Contract in accordance with the New Supported Services Contract Tendering Assumptions.

18. SURVIVAL

18.1 This clause 18 and the following provisions (and any clauses/Schedules referred to in them/and or necessary in order to give effect to them) shall survive termination of this Agreement:

18.1.1 clauses 1 (*Definitions and Interpretation*);

18.1.2 clause 20 (*Intellectual Property*),

18.1.3 clause 21 (*Confidentiality*),

18.1.4 clause 22 (*Data Protection*),

18.1.5 clause 23 (*Freedom of Information*),

18.1.6 clause 25 (*Dispute Resolution*);

18.1.7 clause 36 (*Governing Law and Jurisdiction*); and

18.1.8 Schedule 3 (*Compensation*) to the extent required for the purposes of any reconciliation of payments following the date of termination,

which shall continue in force after such termination.

19. FUNDING AND CONSTRAINTS

19.1 Each Party shall be responsible for funding their own obligations under this Agreement, save where the funding of any obligation is expressly specified in this Agreement, and otherwise in accordance with this clause 19. Where and to the extent any obligation of the Lead Authority pursuant to this Agreement to pay the Operator is dependent upon Welsh Government paying an equivalent amount to the Lead Authority, Welsh Government shall indemnify the Lead Authority against any claims from the Operator arising directly from any delay or failure by Welsh Government to make such payment to the Lead Authority.

19.2 It is acknowledged that funding from (or provisions of works, services or supplies which have been funded by) the Welsh Government is subject to constraints on public spending, including the application of UK and EU rules in respect of state aid and procurement ("**State Aid and Procurement Constraints**"). It is acknowledged that Welsh Government, TFW and the Lead Authority shall not be required to fund or deliver anything pursuant to this Agreement which would be in breach of such requirements.

19.3 Where any Party is unable to perform an obligation under this Agreement due to State Aid and Procurement Constraints the Parties agree to work together in good faith to determine those changes required to this Agreement whilst not breaching such requirements. It is acknowledged that this may include the Parties working together to identify exemptions which may be applicable and where necessary engaging with third parties including the CMA in order to implement the terms of this Agreement.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 To the extent that any Intellectual Property Rights are generated pursuant to the terms of this Agreement, the Parties agree that:
- 20.1.1 such Intellectual Property Rights shall remain the absolute property of the Party which generated such rights; and
 - 20.1.2 such Party shall hereby grant to the other Party a perpetual, irrevocable, non-exclusive, fully paid up and royalty free licence (with the right to sub-licence) to use such Intellectual Property Rights for any purpose relating to this Agreement or any successor agreement.

21. CONFIDENTIALITY

General

- 21.1 The Parties agree that the provisions of this Agreement shall not be treated as Confidential Information and may be disclosed without restriction.
- 21.2 Each Receiving Party shall:
- 21.2.1 keep the Disclosing Party's Confidential Information confidential;
 - 21.2.2 use the Confidential Information (or any part thereof) only in connection with performing its obligations under the Agreement; and
 - 21.2.3 subject to clause 21.4 and 23, not disclose the Confidential Information to anyone without the prior written consent of the Disclosing Party.
- 21.3 Data provided by the Operator pursuant to clause 7 or otherwise pursuant to the terms of this Agreement shall be deemed to be Confidential Information where it is identified as such in the table at Part 4 of Schedule 4.

Exceptions

- 21.4 The consent referred to in clause 21.2.3 shall not be required for the disclosure by a Receiving Party of any Confidential Information which:
- 21.4.1 is disclosed to:
 - 21.4.1.1 the CMA; or
 - 21.4.1.2 the Department for Transport,
 - 21.4.2 at any time comes into the public domain otherwise than as a result of breach of this Agreement by the Receiving Party;
 - 21.4.3 is disclosed to the Receiving Party's officers, contractors or agents, in each case to the extent required to enable the Receiving Party to carry out its obligations under this Agreement provided that the Receiving Party makes such person aware of the Receiving Party's obligations under this Agreement and the Receiving Party requires such person to observe the same restrictions on the use of the relevant information as are contained in clause 21.2;

- 21.4.4 is disclosed to the Receiving Party's professional advisers who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed;
 - 21.4.5 is disclosed to the Receiving Party's auditors (pursuant to clause 7.8) who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed, to the extent that the statutory provisions under which the auditor was appointed allow for such duty of confidence to be imposed upon the auditor;
 - 21.4.6 is received from a third party who is not in breach of any relevant duty of confidence whether express or implied;
 - 21.4.7 is independently developed without access to the Confidential Information; or
 - 21.4.8 is required to be disclosed by any applicable law or regulatory requirement to which the Receiving Party is subject or pursuant to any order of the court or other competent regulatory authority or tribunal.
- 21.5 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this clause 21 shall continue to apply after the expiration or termination of the Agreement in respect of any Confidential Information for such period of time as such information remains Confidential Information..

Required Disclosure

- 21.6 If the Receiving Party becomes required, in circumstances contemplated by clause 21.4.8 to disclose any Confidential Information, the Receiving Party shall (save to the extent prohibited by law) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Parties' views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

Remedy

- 21.7 The Public Sector Parties acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of this clause 21 and that a breach by any Public Sector Partner of this clause 21 may result in immediate and irreparable competitive injury. The Public Sector Parties therefore agree that in addition to any other remedies that may be available, by law or otherwise, the Operator shall be entitled to seek injunctive relief against any breach or threatened breach of this clause 21 by the Public Sector Parties.

22. DATA PROTECTION

- 22.1 In this clause 22, the expressions "**Process/Processing**", "**Controller**", "**Processor**" "**Data Subject**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws.
- 22.2 Each Party shall Process Personal Data under this Agreement as a separate Controller, and shall comply at all times with its respective obligations under Data Protection Laws.
- 22.3 In respect of any disclosures of Personal Data by one Party ("**Personal Data Disclosing Party**") to another Party ("**Personal Data Receiving Party**"), the Personal Data Receiving Party shall:

- 22.3.1 only Process the disclosed Personal Data where reasonably necessary for the purposes of performing its obligations, or exercising its rights, under this Agreement (including in respect of any onward disclosures to third parties);
 - 22.3.2 not transfer Personal Data outside the EEA without the prior written consent of the Personal Data Disclosing Party; and
 - 22.3.3 notify the Personal Data Disclosing Party without undue delay upon becoming aware of any Personal Data Breach involving the Personal Data.
- 22.4 Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
- 22.4.1 any requests from Data Subjects to exercise rights under the Data Protection Laws;
 - 22.4.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
 - 22.4.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

23. FREEDOM OF INFORMATION

- 23.1 The Operator shall cooperate to facilitate the Public Sector Parties in complying with their respective obligations under the FOIA and the EIR, together with any guidance and/or codes of practice issued from time to time by the Information Commissioner or the Secretary of State, in the manner provided for in this clause 23, which shall apply whenever any Public Sector Party receives a Request for Information which in that Public Sector Party's reasonable opinion is likely to involve the disclosure of Confidential Information.
- 23.2 Where the relevant Public Sector Party receives a Request for Information in relation to Operator Confidential Information it shall notify the Operator in writing of the Request for Information as soon as practicable after receipt and in any event within five (5) Working Days of receiving a Request for Information and shall consult in good faith with the Operator to ascertain whether disclosure of the requested information would be likely to prejudice the commercial interests of the Operator for the purposes of section 43(2) of FOIA or regulation 12(5)(e) of EIR.
- 23.3 Where the relevant Public Sector Party receives a Request for Information relating Operator Confidential Information, the relevant Public Sector Party shall keep the Operator fully informed and the Operator shall provide all necessary assistance reasonably requested by the relevant Public Sector Party to enable the Welsh Government or TFW to respond to a Request for Information in accordance with Section 1 and Section 10 of the FOIA or regulation 5 of the EIR.
- 23.4 The relevant Public Sector Party agrees that (and shall procure that the Constituent Local Authorities agree that) Operator Data shall, for the purposes of the FOIA, constitute:
- 23.4.1 exempt information pursuant to Part 2 of the FOIA which is provided to the Welsh Government, the Lead Authority and/or TFW in confidence and that disclosure of the Operator Data would constitute a breach of confidence actionable by the Operator; and/or
 - 23.4.2 exempt information pursuant to Part 2 of the FOIA in that it constitutes either a trade secret of the Operator and/or information which if disclosed to the public

would prejudice the commercial interests of the Operator and the Welsh Government, the Lead Authority and TfW will therefore treat all Operator Data as exempt for the purposes of the FOIA.

23.5 In the event that notwithstanding the provisions of clause 23.4, any Public Sector Party is bound by the FOIA to disclose any Operator Data to the public, the relevant Public Sector Party shall nonetheless provide the Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

24. COMPETITION AND PROCUREMENT LAW

24.1 The Parties intend that this Agreement shall comply with competition law at the date of this Agreement.

24.2 The Parties acknowledge that the development of partnership arrangements pursuant to clause 5 of this Agreement will be subject to the application of competition law, and in particular the parties may need to apply the Part 2 Competition Test, and be satisfied (acting reasonably and by reference to the prevailing law at the time of such consideration) that any Umbrella Partnership Agreement meets the Part 2 Competition Test;

24.3 The Parties intend that:

24.3.1 this Agreement shall not breach the Public Contracts Regulations 2015, the Utilities Contracts Regulations 2016, the Concession Contracts Regulations 2016 or Regulation 1370/2007;

24.3.2 that payments in respect of, and the provision of, services by the Operator pursuant to the terms of this Agreement are consistent with the requirements of article 5 of Regulation 1370/2007.

24.4 Notwithstanding clause 24.1 to 24.3, if:

24.4.1 statements by, advice from, or decisions by competent authorities (including, but not limited to, the CMA) provides additional detail or guidance in relation to the applicability of competition law to this Agreement which may impact on the position of this Agreement or in respect of the negotiation of the Umbrella Partnership Agreement;

24.4.2 statements by, advice from, or decisions by competent authorities impact on the position of this Agreement under procurement law,

the Parties agree to:

24.4.3 meet in good faith and review the impact of such change or other developments on this Agreement; and

24.4.4 make any amendment necessary to ensure that this Agreement complies with applicable competition law or procurement law then in force in the light of such development, whilst taking account of the Parties' commercial intentions as expressed in this Agreement.

24.5 In the event that the Parties are unable to agree as to the extent and nature of such amendments within one (1) month, any party shall be entitled to refer the decision to the Dispute process in accordance with clause 25.

25. DISPUTE RESOLUTION

- 25.1 Where any Dispute arises between the Parties in connection with this Agreement, the Parties shall attempt to resolve the Dispute in good faith. During the period of the Dispute, the Parties shall continue to comply with their respective obligations under this Agreement.
- 25.2 Where the Parties are unable to resolve the Dispute in good faith, the dispute may be escalated to the relevant Parties' senior representatives (being a senior executive of the relevant Party with sufficient authority to bind the relevant Party in any agreement reached in respect of the Dispute) in order to try and resolve the Dispute. If the Parties' senior representatives are unable to resolve the Dispute within fifteen (15) Working Days of referral, the Dispute shall be referred to mediation in accordance with clause 25.4, save for any Lead Authority Disputes which shall be referred to resolution pursuant to clause 25.3.
- 25.3 Where a Dispute is a Lead Authority Dispute then the following shall apply:
- 25.3.1 the Lead Authority shall notify an Alternate Lead Authority (whose identity is to be agreed between the Operator and the Lead Authority or where they cannot agree the identity of the Lead Authority as determined by TfW) in writing, asking for input. Such notice shall provide background information on the issue and reasons why the Lead Authority believes the Operator has not engaged in good faith;
- 25.3.2 upon receipt of such notice, the Alternate Lead Authority shall consider the information provided in the notice and shall promptly request any additional information from the Operator that may be required to consider the dispute;
- 25.3.3 upon receipt of such additional information from the Operator, the Alternate Lead Authority shall consider all responses within fifteen (15) Working Days. The Alternate Lead Authority shall notify both the Operator and the Lead Authority of its decision; and
- 25.3.4 in the event that the Alternate Lead Authority agrees that the Operator has not engaged in good faith, then the Lead Authority may suspend or reduce BES 2 Funding paid to the Operator in respect of the disputed service or services or seek compensation in accordance with Schedule 3; or
- 25.3.5 in the event that the Alternate Lead Authority agrees that the Operator has engaged in good faith, the BES 2 Funding paid to the Operator shall continue.
- 25.4 If the Parties are unable to resolve a Dispute within two (2) months, the Parties shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Within ten (10) Working Days of service of referral to mediation, the mediator shall be nominated by CEDR. To initiate the mediation, one Party must serve notice in writing ("**ADR Notice**") to the other Party(s) requesting mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation shall start no later than ten (10) Working Days after the date of the ADR Notice.
- 25.5 If the Dispute is not resolved within ten (10) Working Days after service of the ADR Notice, any Party fails to participate or ceases to participate in the mediation before the expiry of that ten (10) Working Day period, or the mediation terminates before the expiry of that ten (10) Working Day period, the Dispute shall be finally resolved by the courts of England and Wales.
- 25.6 The Parties may by written agreement, agree to vary the time periods set out in this clause 25 to resolve a Dispute.

25.7 Any decision, judgement or settlement resulting from a Dispute determined in accordance with clause 25 shall be recorded in writing, signed by all the Parties involved, and shall be binding on the Parties. Where the Parties have submitted the Dispute to the Courts of England and Wales, the decision of the Courts of England and Wales shall be binding on the Parties.

26. CHANGE PROCEDURE

26.1 The Parties acknowledge and agree that from time to time during the Term, any Party may request a change to this Agreement. A Party may present its proposal for change to the other Parties who shall consider and discuss the proposal.

26.2 Where the Parties agree to amend the Agreement to reflect the proposal, they shall as soon as reasonably practicable (and in any event within twenty (20) Working Days), evaluate the proposal to determine whether it remains in accordance with the Wales Transport Strategy and associated transport plans and propose and agree the amendments required to the Agreement.

26.3 The Parties shall take all reasonable steps to implement those amendments to the Agreement as soon as reasonably practicable. The Parties acknowledge that any changes agreed pursuant to this clause, are not subject to the general amendment clause at clause 29.

27. LIMITATION OF LIABILITY

27.1 References to liability in this clause 27 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. No Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

27.2 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

27.2.1 death or personal injury caused by negligence; or

27.2.2 fraud or fraudulent misrepresentation.

27.3 Subject to clause 27.1 and 27.2:

27.3.1 the Public Sector Parties' total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator up to the date that this Agreement is terminated; and

27.3.2 the Operator's total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator under the terms of this Agreement.

28. ASSIGNMENT

28.1 This Agreement is personal to the Parties and may not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever to any third party without the prior written consent of the other Parties and any such purported dealing in contravention of this clause shall be ineffective.

28.2 In the event that the Operator disposes of its business (or part of its business), the Operator shall act reasonably to:

28.2.1 ensure that the party to which its business is transferred enters into an agreement on equivalent terms to this Agreement in respect of that business (or part of the business) (including, where agreed the rights and obligations in respect of the Umbrella Partnership Agreement or any other agreement entered into to further the intent of this Agreement); and

28.2.2 terminate its participation under this Agreement in accordance with clause 11.8, to the extent that the whole of business is disposed of; and

28.2.3 amend this Agreement to reflect the remaining business where part of the business is disposed of.

29. AMENDMENT

29.1 This Agreement may only be amended, modified, varied or supplemented in writing signed by or on behalf of all of the Parties to this Agreement.

29.2 The Parties shall, as soon as reasonably practicable following the coming into force of any legislation, regulations or statutory instruments (or any amendments to existing legislation, regulations or statutory instruments) which impacts the terms of this Agreement, review and, if necessary, amend the terms of this Agreement to account for such changes.

30. WAIVER

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

31. NOTICES

31.1 Any notice (including any approval, consent or other communication) in connection with this Agreement shall be given in writing and shall either be personally left at the address of the addressee or sent by pre-paid first class post or be sent by electronic mail. The address for service of a Party shall be its address as stated in clause 31.2 or any other address or electronic mail address notified to the other Parties in accordance with this clause 31.1.

31.2 The addresses for service of notices are:

The Operator

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Welsh Ministers

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Transport for Wales

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Lead Authority

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

31.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with clause 31.4.

31.4 A notice is deemed to be received:

31.4.1 in the case of a notice personally left at the address of the addressee during normal working hours, upon delivery at that address or if not during normal working hours the next Working Day; or

31.4.2 in the case of a first class posted letter (within the United Kingdom), on the third Working Day after posting; or

31.4.3 in the case of an email, in the absence of a delivery error message, at the time of sending to the relevant addressee,

and for the purpose of deemed receipt under this clause 31.4, it shall be sufficient to prove that personal delivery was made or that the envelope containing the posted notice was properly addressed or the email contained the correct email address.

32. SEVERABILITY

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

33. THIRD PARTY RIGHTS

33.1 Save as otherwise expressly provided for in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

33.2 Where a Lead Authority and/or Constituent Local Authority is stated as having a right pursuant to this Agreement the Lead Authority and/or Constituent Local Authority shall be entitled to exercise that right pursuant to the terms of this Agreement, notwithstanding that it is a third party.

33.3 The rights of the Parties to terminate, rescind or agree any variation to this Agreement are not subject to the consent of any other person.

34. ENTIRE AGREEMENT

34.1 Subject to clause 34.2, with the Previous BES Funding Arrangements, this Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

34.1.1 no Party has entered into this Agreement in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by any other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in this Agreement; and

34.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract.

34.2 Nothing in this clause 34 shall be taken to affect the terms of any Existing Supported Services Contract or New Supported Services Contract between any of the parties to this Agreement, including any amendments to such contracts effected by the terms of this Agreement.

34.3 For the avoidance of doubt, nothing in this clause 34 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties as separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

36. GOVERNING LAW AND JURISDICTION

36.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Welsh law.

36.2 Subject to the Dispute Resolution Procedure, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including (without limitation) in relation to any non-contractual obligations.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed for and on behalf of **WELSH
MINISTERS** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of **TRANSPORT
FOR WALES** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of [**LEAD
AUTHORITY**] by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of [**OPERATOR**]
by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

SCHEDULE 1: WELSH GOVERNMENT REQUIREMENTS

The Parties acknowledge and agree that in consideration of the Welsh Government providing the BES 2 Funding and other payments pursuant to this Agreement, the Operator shall comply with the following obligations. Failure to comply with these obligations will constitute a material breach under the terms of this Agreement:

1. Safety of passengers and staff is paramount

1.1 In providing Local Services the Operator shall comply with the Welsh Government's "Restarting public transport: guidance for operators" (<https://gov.wales/restarting-public-transport-guidance-operators-html>) and any updated guidance provided in response to emerging requirements to respond to the public health impact of the COVID 19 pandemic.

2. Reforming Service Delivery

2.1 The Operator shall support the introduction of new and emerging institutional arrangements between the Public Sector Parties that Welsh Government believe are reasonably required to more effectively support the management of bus services in Wales in the future.

2.2 The Operator shall, in good faith, engage with TfW, Welsh Government and the Lead Authorities on behalf of their Constituent Local Authorities to reform funding and reimbursement mechanisms such as BSSG and the Concessionary Travel Scheme to improve the quality and viability of the local services available to passengers in Wales.

2.3 The Operator shall work with TfW and Welsh Government and other operators to develop a vehicle replacement strategy which will help to inform Welsh Government's plans for a sustainable public transport fleet. Subject to the availability of funding and compliance with state aid rules, Welsh Government may fund measures to bring the national fleet up to the required minimum standard.

2.4 Welsh Government is in the process of updating the requirements for the Economic Contract Plan with which all bus operators in receipt of Government funding will be required to sign up to. Once the updated guidance has been published, the Operator shall produce an Economic Contract for approval by TfW, acting reasonably and on behalf of Welsh Government, within (6) six months of publication of the guidance.

2.5 Following the issue of the updated requirements for the Economic Contract Plan, pursuant to paragraph 2.4, TfW shall set out a timetable and process for the development, review, approval and monitoring of the Operator's Economic Contract.

2.6 The Parties acknowledge that, at the time of signing this Agreement, the Operator will not have had sight of the requirements for the Economic Contract Plan. TfW and Welsh Government shall work with the Operator and representatives of the bus industry to reach agreement on affordable and sustainable options for implementing such requirements.

2.7 In advance of the development of the new requirements for the Economic Contract Plan, the Operator shall commit to complying with the principles of the current Economic Contract ([found here](#)), specifically with respect to:

2.7.1 growth potential;

2.7.2 fair work;

- 2.7.3 promotion of health, including a special emphasis on mental health, skills and learning in the workplace; and
 - 2.7.4 progress in reducing carbon footprint.
- 2.8 The Operator acknowledges that Welsh Government intends that the Operator's Economic Contract and delivery against the same may form a key part of:
- 2.8.1 the evidence for the scoring of future competitions for grant funding or other contracts which make use of Welsh Government funding; and
 - 2.8.2 the conditions for other statutory and non-statutory schemes relating to the funding of the bus industry in Wales which Welsh Government may introduce in the future.

3. **Improving the Passenger Experience**

The Operator shall use reasonable endeavours to work with the Lead Authority, the Constituent Local Authorities and TfW to increase patronage and social inclusion on bus services and the wider public transport network in Wales.

3.1 **Routes**

- 3.1.1 To the extent that reinstatement of the pre-COVID 19 network meets the Priorities and can be provided within the funding available, the Operator shall, by agreement with the Lead Authority, progressively re-instate the network of services that the Operator provided prior to the impact of COVID 19.
- 3.1.2 The Lead Authority shall work with the Operator and the Constituent Local Authorities to determine what changes may be required to the network of services provided by the Operator in response to changing passenger demand and patterns of travel and shall authorise such changes, including the use of alternative delivery modes, in line with the Reference Network. Such changes may include adjustments to the Operator's timetables and routes, where these are necessary to integrate the Operator's services, other bus services and modes of transport to provide passengers with improved journey times and a better experience of public transport.
- 3.1.3 During the term of this Agreement, and reflecting the material funding being provided by Welsh Government to support continued provision of Local Services by the Operator, the Operator shall seek permission from the Lead Authority prior to registering any new service. Such permission shall not be unreasonably withheld where the Operator demonstrates compatibility of such service with the Reference Network or justifies the change to the Reference Network based on passenger need and positive impact on value for money for the Lead Authority.

3.2 **Fares and Ticketing**

- 3.2.1 The Operator shall demonstrate that it has sought to improve value for money for passengers by confirming that it has considered options for capping and rationalising fares. No increase in fares will be allowed during the Term of this Agreement unless it is part of a proposal, approved by the Lead Authority, to improve overall value for money for passengers.

3.2.2 The Parties shall work together to develop and implement ticketing schemes for the benefit of passengers and the Operator, whether proposed on a statutory or non-statutory basis subject to compliance with competition law.

4. **Negative Conditions**

For the Term of this Agreement the Operator shall not:

- 4.1 act in a way which is primarily intended or expected to make cost effective delivery of the Reference Network more difficult;
- 4.2 carry out their business in a manner which can be shown to, overall, have the intent or expectation of reducing passenger benefits from the bus network in Wales; and
- 4.3 register Local Services which have the primary effect of undermining the value for money of the Subsidised Network (provided that nothing in this paragraph 4 shall prohibit the Operator from replacing an Existing Supported Service or New Supported Service with a Commercial Service which provides the same or better service across all hours of operation of the Supported Service.

5. **Exit from BES 2**

Where clause 10.2 applies, the Operator acknowledges that it is a condition of the payments made under this Agreement that the Operator will work with the Lead Authority, TfW and other operators to develop a set of partnership obligations which will preserve and improve the benefits to passengers embodied in the Welsh Government requirements set out in this Schedule, recognising the fact that such obligations must be compliant with competition law.

SCHEDULE 2: PARTNERSHIP THEMES

The Parties acknowledge the following matters shall be taken into consideration when agreeing the Umbrella Partnership Agreement and may either be included within the terms of that agreement or may be included as provisions to consider in the implementation of VPAs or other partnership arrangements at a local level.

The Parties shall use the draft form of VPA appended to this Schedule at Section 1 as a template when producing the Umbrella Partnership Agreement.

In developing the Umbrella Partnership Agreement, the Parties agree to build on the Welsh Government requirements as set out in Schedule 1 and to agree a shared, enforceable set of partnership obligations to govern the partnership. Examples of such obligations include the Operators working with TfW and the Lead Authority to develop and, where agreed, implement proposals to:

1. register routes and timetables that support the journey times and interchange opportunities identified in the Reference Network;
2. consolidate core routes, including determining how passengers can benefit from services on core routes irrespective of bus operator, to the extent enabled by competition law;
3. de-duplicate and harmonise route numbering;
4. identify unserved markets and routes that could serve those markets;
5. develop and implement a code of practice on employment terms and driver standards to offer a safe and high quality service to passengers;
6. facilitate the introduction of demand responsive or other approaches to service delivery, e.g. by deregistering the existing Local Services, where it is identified that routes may be more effectively served by other means;
7. align new routes within the Reference Network where appropriate whilst allowing the Operator innovation in respect of new routes and bus services;
8. improve value and/or convenience for passengers. This shall, to the extent enabled by competition law, include working with TfW and the Constituent Local Authorities on the introduction of ticketing schemes (whether statutory or voluntary) which may:
 - 8.1 introduce pay as you go capping;
 - 8.2 rationalise fares; and/or
 - 8.3 introduce day and/or weekly tickets,
9. establish multi-operator ticketing schemes;
10. provide information to support passengers, including the prompt communication of changes to bus timetables through Traveline Cymru, Lead Authority, Constituent Local Authorities and TfW; and
11. invest in bus services alongside the Welsh Government's and Constituent Local Authorities' investment in infrastructure with the aim of improving customer experience.

Section 1: FORM OF UMBRELLA PARTNERSHIP AGREEMENT

SCHEDULE 3: COMPENSATION, PAYMENT AND RECONCILIATION

Part 1: General and information provision

The Operator shall provide such information to TFW and the Lead Authority as they may reasonably require in order to calculate support payments, reconciliation payments and compensation to be paid pursuant to this Schedule 3.

Part 2: Payment

1. The Service Payment (SP) shall be calculated as follows:

$$SP = PC + AM - PR + RP - CP$$

Where:

- 1.1 Service Payment (SP): shall be calculated monthly and in accordance with the following:
 - 1.1.1 the first Service Payment under this Agreement, shall be calculated for a part month to take account of the Effective Date. Service Payments shall be paid on the same basis as BES 1.5 until the Parties agree a revised process to incorporate the provisions of this Part 1 of Schedule 3. The Parties shall use reasonable endeavours to agree the revised process by no later than sixty (60) days after the Effective Date. Once the revised process for payment has been agreed, the Parties agree that paragraphs 1.1.3 and 1.1.4 below shall be updated to reflect such agreement. Any adjustments to allow for actual costs, margin and revenue during this first period shall be taken into account as part of the reconciliation process set out in Part 3 of this Schedule;
 - 1.1.2 the Lead Authority shall on a monthly basis by no later than the []th day of each month, notify the Operator of the proposed Service Payment providing reasonable detail as to how it has been calculated in accordance with this Schedule;
 - 1.1.3 the Service Payment shall be paid by the Lead Authority within [] days of the Operator issuing an invoice following receipt of the notice in paragraph 1.1.2 in respect of a month, in respect of provision of services for that month; and
 - 1.1.4 where this Agreement terminates or expires, other than at the end of a month, the Lead Authority shall, acting reasonably, determine the date and calculation of payment to ensure that the Operator is paid for provision of Services throughout the term of this Agreement.
- 1.2 Period Costs (PC): shall be such value as the Lead Authority may calculate in accordance with paragraph 1 of Section 1, noting that Inadmissible Costs, as set out in Section 2 to this Schedule, shall not be included in the calculation of PC;
- 1.3 Assumed Margin (AM): shall be the assumed margin payable to the Operator for provision of the Services and shall be a percentage applied to these elements of the Period Costs (PC) for the relevant period i.e. direct costs, variable costs and overhead costs. The AM shall be initially set at 2% of the value of the Periodic Cost. The Parties agree that during the Term, this assumed margin set at 2% shall be subject to ongoing review by Transport for Wales and Welsh Government to ensure that it remains an appropriate percentage to pay Operators as a margin in addition to their costs in accordance with Schedule 5;

- 1.4 Periodic Revenue (PR): shall be all revenue received by the Operator in respect of the relevant period as the Lead Authority may calculate in accordance with paragraph 1 of Section 1;
- 1.5 RP: is any reconciliation payment in accordance with Part 3, and shall be a positive figure where the Reconciliation Payment is to be made to the Operator and a negative figure where a Reconciliation Payment is to be made to the Lead Authority; and
- 1.6 CP: is any compensation payment payable pursuant to Part 4.
- 2. Where:
 - 2.1 SP is a positive figure then this amount shall be paid by the Lead Authority to the Operator, provided that the value of SP shall always be capped at a maximum at the level calculated in accordance with Section 1 (which may vary each month in line with the calculation); and
 - 2.2 SP is a negative figure then this amount shall be paid to the Lead Authority by the Operator, in each case in accordance with clause 9 and this Schedule.
- 3. The Operator shall participate in an open book reconciliation process with TfW and the Lead Authority in accordance with Part 3 to allow assessment of costs to ensure that the Operator has not been overcompensated and that payments reflect the reasonable cost of providing the Services with no more than a reasonable profit earned. Where the reconciliation process determines that the Operator has been over-compensated in any month, the value of the Monthly Costs payable in following months shall be adjusted, at the discretion of the Lead Authority (acting reasonably), such that, the Monthly Service Payment made by the Lead Authority reflects the Lead Authority's expectation of the Operator's costs in future months.
- 4. The Operator acknowledges and agrees that where it fail to provide information in accordance with Section 1 of Schedule 3, this may result in a reduction in the Service Payment to:
 - 4.1 50% in the following month; and
 - 4.2 no payment in the month following the 50% reduction,
 provided that where the operator provides such information the balance of such payment shall be made as part of the next Service Payment.

Part 3: Reconciliation

- 1. The Operator shall participate in an open book reconciliation exercise with TfW and the Lead Authority to enable them to assess compliance by the Operator with the terms of this Agreement and ensure that the Operator has not been over-compensated or under-compensated for provision of services pursuant to the terms of this Agreement. The Operator acknowledges that the support provided to the Operator pursuant to the terms of this Agreement cannot lead to:
 - 1.1 over-compensation of the Operator, and where it is determined that the Operator has been over-compensated for provision of any Local Service that the Lead Authority shall be entitled, on behalf of Welsh Government, to recover the amount of any over-compensation, in accordance with this Part 3 of Schedule 3; or
 - 1.2 under-compensation of the Operator, and where it is determined that the Operator has been under-compensated for provision of any Local Service as a result of events which were outside the reasonable control of the Operator (including the impact of exceptional weather related

events and material unforeseen variations in passenger revenues), and in such circumstances the Lead Authority shall be entitled, on behalf of Welsh Government, to add the amount of any under-compensation to the next Service Payment provided in aggregate provided that the total Service Payments made to the Operator, including any such payments, shall not exceed the maximum levels calculated in accordance with Section 1.

2. The reconciliation process shall be carried out in accordance with paragraph 2 of Section 1 to this Schedule 3.
3. TfW may determine materiality thresholds for the carrying out of the reconciliation process, and determine that it would be disproportionate to carry out a reconciliation process in respect of the Operator. Such decision shall be solely at TfW's discretion, and where TfW makes any such decision, the Operator acknowledges that this shall be without prejudice to any future requirement to examine payments made to the Operator, including where this is required for the purposes of state aid, procurement or competition assessment. It is acknowledged that TfW may determine materiality thresholds by reference to level of payments made to the Operator, or such other criteria as TfW may determine are appropriate.
4. The Operator shall provide any information reasonably required by TfW or the Lead Authority on an open book basis, including, but not limited to, information specified in Part 1 to Schedule 4.
5. Information provided for this purpose may be shared with contractors that are engaged by TfW to undertake any reconciliation exercise or other analysis of the BES 2 Funding.

Part 4: Compensation

1. Where pursuant to the terms of this Agreement, the Lead Authority or Welsh Government are entitled to be paid compensation by the Operator for breach of the terms of this Agreement, the provisions of this Part 4 shall apply, including:
 - 1.1 where the Operator is in material breach of this Agreement;
 - 1.2 where the Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1;
 - 1.3 where the Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1;
 - 1.4 where the Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8; and
 - 1.5 where the Operators fails to provide data in accordance with clause 7,

and the Lead Authority shall allocate service failure points ("**SFP**") in respect of each such breach on the following basis:

Trigger	Service Failure Points
Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1.	1 SFP for each day following the date on which the Umbrella Partnership Agreement remains unagreed in accordance with clause 5.1.
Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1.	20
Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8.	30
Operators fails to provide data in accordance with clause 7	20
Total:	100

Compensation Payments shall be calculated on the following basis:

$$CP = AM \times \frac{SFP}{MSFP}$$

Where:

- 1.5.1 AM means the Assumed Margin for the relevant period as calculated in Part 2 above.
- 1.5.2 SFP means the total number of Service Failure Points allocated in respect of the relevant period.

- 1.5.3 MSFP means the maximum number of Service Failure Points which may be allocated in respect of the relevant period, which shall be 100.
- 1.6 Where SFP's have been allocated for the same trigger in three (3) consecutive months or more, the Lead Authority or Welsh Government shall be entitled to terminate this Agreement in accordance with clause 11.2.

Section 1: INFORMATION TO BE PROVIDED BY THE OPERATOR

Definitions

"Good and Efficient Operator" means in the context of all other relevant provisions of this Agreement a notional bus operator, having the same commercial, regulatory and operational arrangements as the Operator and being subject to the same operational circumstances (which, for the avoidance of doubt, shall recognise the extraordinary impact of COVID-19, the existence of this Agreement and the requirement for operators to act in the national interest in response to COVID-19) as other bus operators, which complies with its legal obligations, including pursuant to this Agreement and in a timely, efficient and economical manner and with the degree of skill, diligence, prudence and foresight which can be expected from a skilled and experienced bus operator so that in this context costs and revenues are optimised in combination to the greatest extent reasonably practicable;

"Forecast Template" means the Excel spreadsheet issued by TfW, as updated from time to time, to capture forecast revenue and costs for the purpose of calculating the Service Payment;

"Inadmissible Costs" means those costs which are listed in Section 2 to Schedule 3;

"Management Accounts" means the periodic management accounts which cover the relevant Quarter;

"Month" means a calendar month;

"Operator Specific Reporting Period" means a four-weekly, five weekly, monthly or similar cycle on which the Operator posts its accounts;

"Quarter" means a period of three (3) months (April to June, July to September, October to December and January to March), or such other three (3) month period as TfW may reasonably specify;

"Reconciliation Period" means the closest multiple of the Operator Specific Reporting Period to the Quarter, to be agreed with the Operator; and

"Reconciliation Template" means the Excel spreadsheet issued by TfW, as updated from time to time, to capture the actual revenue and income generated and costs incurred by the Operator for the relevant Quarter.

1. Information to be provided Monthly

1.1 In order for PC and PR to be calculated in accordance with paragraph 1 of Schedule 3, for each Month, the Operator shall complete the Forecast Template which provides high level details on the forecast revenue and costs for that Month;

1.2 TfW will provide the Forecast Template for the Operator to complete and return to TfW within fourteen (14) days of the Operator issuing an invoicing following receipt of the notice from the Lead Authority notifying the Operator in reasonable detail of the proposed Service Payment or on such other date as may be agreed with TfW.

1.3 The Operator shall be required to populate the following items in the Forecast Template in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services:

1.3.1 Forecast farebox revenue: based on the current month's predicted outturn plus adjustment for seasonal factors, including, but not limited to Christmas, Easter and school holidays;

1.3.2 Forecast funding: This shall reflect all funding received by the Operator, including but not limited to BSSG, Mandatory Concessionary Fare reimbursement, Young

Persons Travel payments, CJRS, Job Retention Bonus and Job Support Scheme (as amended or replaced from time to time);

- 1.3.3 Other income: This shall reflect all other income received by the Operator arising from the provision of Local Services, including but not limited to income received from advertising, maintenance and sales; and
 - 1.3.4 Forecast Cost: These shall be broken down by headings, e.g. Staff Costs, Fuel/Maintenance Costs, Overhead Costs, Interest, Depreciation etc.
- 1.4 The Forecast Template will use the information provided in line with paragraph 1.3 to calculate the value of Assumed Margin in accordance with the principles set out in paragraph 2 of Schedule 3.

2. Information to be provided for each Reconciliation Period

- 2.1 In order for RP to be calculated in accordance with paragraph 1 of Schedule 3, at the end of each Reconciliation Period the Operator shall complete the Reconciliation Template which provides details on the actual revenue and income generated and costs incurred in the relevant Reconciliation Period.
- 2.2 TfW will provide the Reconciliation Template for the Operator to complete and return to TfW within fifteen (15) Working Days of the end of the relevant Reconciliation Period.
- 2.3 The Operator shall be required to populate the Reconciliation Template, which TfW may reasonably update from time to time, in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services. Such information to be provided for each Month in the Reconciliation Period in question plus the figures for the same three (3) Months in the prior year (only required for submissions up to the date when the Operator has provided a full prior years' data to TfW, being data up to [31 March 2021] for most operators).
- 2.4 In the event where any of the Operator's Local Services operate across the Welsh border, the Operator shall assist with any further examination and analysis of the information provided in paragraph 2.3 above to ensure that the BES 2 Funding it receives, does not relate to the section of such Local Service which is outside of Wales.
- 2.5 Once the Operator has submitted the Reconciliation Template, this shall be evaluated by TfW to ascertain whether a Reconciliation Payment adjustment will be made to the next Service Payment following the completion of the reconciliation process in this Schedule 3.
- 2.6 In determining the level of Reconciliation Payment, TfW may request further information or evidence from the Operator as it reasonably requires, such as, but not limited to Management Accounts or receipts relating to certain transactions.
- 2.7 TfW shall use the Reconciliation Template and additional information to check whether any costs included in the template are Inadmissible Costs and may amend the Reconciliation Template to adjust the Reconciliation Payment accordingly where any costs are Inadmissible Costs.
- 2.8 Where Inadmissible Costs are identified and the Period Costs (as defined in Part 2 of this Schedule) are re-calculated, the reconciliation exercise shall include consequential adjustments and reconciliation of the Assumed Margin to reflect the change in Period Costs.

Section 2: INADMISSABLE COSTS

The following costs shall be Inadmissible Costs for the purposes of this Agreement:

1. The Operator agrees and acknowledges that: (i) only reasonable costs incurred and evidenced as ongoing and repeat transactions shall be taken into account; and (ii) it shall operate efficiently during the Term.
2. The Operator shall seek approval from the Lead Authority prior to incurring any material costs which are not ongoing and repeat transactions and agree the basis upon which such transactions will be considered for the purposes of this Schedule 3. Material costs may include investment in vehicles, information technology, costs of depot purchase or refurbishment or major items of plant and equipment. The Lead Authority shall take the following considerations into account when determining the eligibility for BES 2 Funding such costs:
 - 2.1 evidence from the Operator to confirm that such expenditure was in their business plans and/or is required in the current COVID affected circumstances and cannot be deferred until patronage and farebox return to pre-COVID levels;
 - 2.2 confirmation from the Operator that they have explored all other routes for grants and funding such expenditure;
 - 2.3 a forecast of the net impact of the additional expense on their claims under this Agreement; and
 - 2.4 confirmation from the Operator that they will be able to sustain any ongoing payments for this following the cessation of the BES 2 Funding.
3. For the avoidance of doubt, the reconciliation process will not take into account any capital expenditure, exceptional (non-operating) payments or dividend payments in determining whether the Operator has generated a profit before tax, or a loss at the end of each Reconciliation Period. The Lead Authority shall determine whether any capital expenditure will be reimbursed in accordance with paragraph 2 above and will be paid in addition to the Service Payment as calculated pursuant to paragraph 1.1, of Part 2 of Schedule 3.
4. Any costs that were incurred otherwise than in accordance with those expected to be incurred by a Good and Efficient Operator including but not limited to:
 - 4.1 staff, director or officer costs in excess of that set out in the Forecast Template (except where evidenced by the Operator as appropriate to the satisfaction of the Lead Authority);
 - 4.2 costs that do not reflect the contracted position under Existing Supported Services Contracts unless such change has been agreed by the Lead Authority;
 - 4.3 new contracts entered in to by the Operator which have not been procured in compliance with the Operator's usual procurement procedures; and
 - 4.4 variations to existing contracts which have not been made in accordance with the Operator's usual procurement procedures or practice.
5. Any bonuses, rewards or discretionary benefits paid to any staff, directors or officers under any schemes which have not previously been approved by the TfW (in their absolute discretion) in writing.

6. Any expenses, disbursements or equivalent costs (to which the Operator's expenses policy would apply) which are incurred other than in compliance with the Operator's expenses policy.
7. Any cost that the Operator may incur as a result of it failing to comply with any applicable laws, to the extent this gives rise to a criminal liability.
8. Any payments, costs or other liabilities owed to affiliates save in respect of such payments costs or other liabilities which have been incurred by the Operator acting as a Good and Efficient Operator.
9. Costs of developing and protecting any Intellectual Property Rights which are not owned by the Operator or are so owned, but where the costs are not ancillary to an activity included in the Forecast Template.
10. Marketing or advertising costs incurred substantially to the benefit of wider group products or group brand recognition and which are not primarily for the benefit of bus services.
11. Fines from government or regulatory bodies.
12. Any costs (including any legal costs and expenses) incurred by the Operator in pursuing any claim against or defending any claim from TfW or Welsh Government in respect of or in connection with the grant offer letter or otherwise.
13. Any costs incurred in relation to the period prior to the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period prior to the BES Funding Period.
14. Any costs incurred in relation to the period prior to the expiry of the term of the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period following the expiry of the BES Funding Period.
15. Interest paid or payable on any loan from any lender that was taken out after the Effective Date (and subject to not having been approved in accordance with paragraph 2 in this Section 2), noting that the cash from such loan will not be taken into account as income in the reconciliation process.
16. Except with the prior agreement of the Lead Authority or TfW (not to be unreasonably withheld), any costs, charges, penalties, compensation or similar payments that the Operator may incur as a result of the termination of any contract or other arrangement.
17. Except with the prior agreement of the Lead Authority or TfW, losses on disposals of fixed or non-current assets.
18. Maintenance costs where the maintenance activity was previously scheduled to be undertaken prior to or after the term of the BES Funding Period or where (and to the extent that) it would have been reasonable and/or prudent for the maintenance to have been carried out prior to or after the BES Funding Period.
19. Depreciation or Capital Expenditure to the extent that the capital cost of acquisition of the relevant assets was to be funded by third party.
20. Costs of complying with any audit by TfW or its agents pursuant to any grant offer letter or this Agreement.

21. Reasonable costs for external assistance to complete this proforma up to £1,500 are not Inadmissible Costs. Any amount in excess of £1,500 plus legal, accountancy and other costs and expenses incurred in connection with the preparation and implementation of this Agreement are Inadmissible Costs.
22. Legal, accountancy and other costs and expenses incurred in connection with any future arrangements between the Lead Authority or TfW and the Operator following the BES Funding Period.
23. Travel costs (including flight travel) of the Operator primarily relating to the business of their group, noting that TfW would expect the group to cover the cost of any such travel.
24. Any costs which relate to that part of a Local Service which operates outside of Wales which shall be calculated on a pro rata basis to the length of the Local Service or as otherwise more accurately evidenced by the Operator.

SCHEDULE 4: DATA REQUIREMENTS

Part 1: Financial Data Requirements

The Operator shall provide the following data in accordance with templates provided by TfW and updated from time to time, in respect of Commercial Services, Former Commercial Services and Local Services provided pursuant to Existing Supported Services Contracts and New Supported Services Contracts:

1. Operational costs and revenue from the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter scheme as well as costs and revenues covering a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter schemes. Where intra-group costs are shown, you must be able to show evidence that these are properly incurred costs of providing the services. These figures shall be disaggregated to show major cost and revenue sources, and shall include any payments received from local authorities and central Government such as:
 - 1.1 payments made under the Coronavirus Jobs Retention Scheme, Job Retention Bonus, Job Support Scheme and any replacement schemes;
 - 1.2 payments (and any reconciliation payments) made under BES including Service Payments received;
 - 1.3 payments pursuant to the terms of any Existing Supported Services Contract or New Supported Services Contract;
 - 1.4 payments under existing bus support arrangements including BSSG, Mandatory Concessionary Fare reimbursement and Young Persons travel payments and shall include any costs associated with the operation of such Local Services, including:
 - 1.4.1 direct costs, such as the costs of drivers, parts and fuel (fuel costs shall include the amounts payable or receivable on fuel related financial derivatives in respect of the relevant period, but exclude any "mark to market" gains or losses on financial derivatives);
 - 1.4.2 semi-direct costs, including but not limited to: the costs of engineering, maintenance, traffic pay, vehicle related costs and marketing;
 - 1.4.3 costs of additional holidays accrued by employees in the relevant claim period;
 - 1.4.4 overhead costs, including but not limited to: the costs of administration, pensions, fixed operating costs, insurance and claims;
 - 1.4.5 pensions expenses, including budgeted pension deficit repair costs, on the basis of the ongoing contributions payable for the relevant period, without adjustment to comply with accounting standards;
 - 1.4.6 operating lease costs on the basis of the lease rentals payable during the Term;
 - 1.4.7 depreciation and amortisation of property, plant, equipment, software and other applicable assets on a basis consistent with the Term; and
 - 1.4.8 reasonable PPE and safe operating costs.

2. Revenue sources to also include farebox revenue generated and all other income received by the Operator, including but not limited to income received from advertising and sales in relation to Local Services.
3. Commercial service kilometres covered by the operator's services per 4-week period during the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
4. Commercial services run and patronage data per 4 week period for the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
5. Evidence of the process that the Operator has undertaken with Constituent Local Authorities to agree services, including pursuant to the terms of this Agreement and that service changes have been properly communicated to the general public.
6. Evidence of the Operator's cost implications of removing staff from the furlough system early, reasonable costs to bring vehicles back into service, cost of screens around the driver's cab on buses, on bus capacity signage.
7. The same information as above for the equivalent period in the previous financial year.
8. Additional information (e.g. management accounts) to corroborate any submissions.

Part 2: Operational Data Requirements

Where the data is available to the Operator or from its Electronic Ticket Machines, the following data shall be provided by it to support the prioritisation, co-ordination and design of services and to support the provision of information to passengers. The data may be provided direct from the Operator's Electronic Ticket Machine supplier with its permission, not to be unreasonably withheld, or direct from the Operator. The data shall be provided to TfW (or its nominated agent which may be Traveline Cymru or a local authority):

Data	Format	Source	Scope
Timetable	TransXchange 2.4 to include all stop level detail and full geographic routing information	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	Current timetable
Patronage Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation of routes
Passenger Counting/Capacity	SIRI VM feed as amended to include occupancy and bus capacity information or report from ETMs	Direct from ETM/Operator	Historic and current to support passenger information and prioritisation of routes
Origin and Destination Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation and design of routes
Fares	Spreadsheet Files for Adult and child fares, zone or rider tickets, m-tickets and multi operator tickets. Move to NeTEx format from January 2021	Direct from ETM/Operator	Historic and current to support passenger information and development of quality partnership schemes and ticketing schemes
Real Time Information	SIRI SM (where currently available)	Direct from ETM/Operator	Every 5-30 seconds
	SIRI VM	Direct from ETM/Operator	Every 5-30 seconds
	TransXchange 2.4 (as a minimum standard) to include Service number, journey code and crew/duty number information for each track/leg for each service Note that this will move to TransXChange 2.4 once the Department for Transport profile is finalised and adopted	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	5 days advance notice where systems permit

Part 3: Permitted Use

1. Permitted Uses of the Operator Data shall be the following purposes:
 - 1.1 calculation of payments to be made in accordance with Part 2 of Schedule 3;
 - 1.2 periodic reconciliation in accordance with Part 3 of Schedule 3;
 - 1.3 calculation of any additional payments to be made in respect of provision of any additional services to be provided pursuant to clauses 12 (Existing Supported Services: Gross Cost), 13 (Existing Supported Services: Net Cost) or 15 (Supported Services Contracts for Former Commercial Services).
 - 1.4 to support the calculation and payment of BSSG, Mandatory Concessionary Fare Reimbursement or My Travel Pass reimbursement;
 - 1.5 identification of any anomalous Operator costs and for the purposes of any audit of operator data or otherwise pursuant to clauses 7.7 to 7.10 of this Agreement;
 - 1.6 the assessment the viability of routes to support return to commerciality and determine the scope of the Subsidised Network in accordance with clause 8;
 - 1.7 to allow review of the BES 2 Funding mechanism specified in this Agreement by Welsh Government and Transport for Wales, including, but not limited to, pursuant to Schedule 5;
 - 1.8 to inform the reform of funding and reimbursement mechanisms (including BSSG and Mandatory Concessionary Fares) by Welsh Government and Transport for Wales including assessing the impact (or potential impact) of such funding mechanisms (and changes to such funding mechanisms) on the operators of local services in the Welsh bus market;
 - 1.9 to support the management of contracts (including Existing Supported Service Contracts as varied in accordance with the terms of this Agreement) that are being managed under this Agreement including in respect of the delivery of local services in accordance with the Service Specification or to the Service Standards;
 - 1.10 development of the Umbrella Partnership Agreement, and any VPA, QPS or ticketing scheme made pursuant to the terms of such Umbrella Partnership Agreement;
 - 1.11 development of the Reference Network in accordance with clause 8;
 - 1.12 provide of public information about the Operator's Local Services and other Local Services operated in Wales;
 - 1.13 provision of a support service to the Traffic Commissioner, including a registration service (subject always to clause 7.5.1);
 - 1.14 inform investment decisions by Welsh Government, TfW and Local Authorities (including the Lead Authority); and
 - 1.15 inform the broader Welsh Government response to the COVID-19 outbreak.

Part 4: Public Sector Data Access and Confidentiality

Data provided	Confidential for the purposes of Clause 21	Commercially Sensitive for the purposes of Clause 23
Schedule 3 Part 2 Payment	Yes	Yes
Schedule 3 Part 3 Reconciliation	Yes	Yes
Schedule 3 Part 4 Compensation	Yes	Yes
Schedule 3 Part 4 Section 1 Information to be Provided by the Operator	Yes	Yes
Schedule 4 Part 1 Financial Data Requirements	Yes	Yes
Timetable	No	No
Patronage Data	Yes	Yes
Passenger counting/capacity	Yes	Yes
Origin and destination data	Yes	Yes
Fares	No	No
SIRI SM	No	No
SIRI VM	No	No
TXC supplementary data	Yes	Yes

SCHEDULE 5: FUNDING REVIEW

1. Funding Review

1.1 Welsh Government shall review the implementation of BES Funding on a periodic basis ("**Funding Review**"), at frequencies to be determined by Welsh Ministers at their sole discretion.

1.2 It is acknowledged that BES Funding has been provided on a discretionary basis by Welsh Government and that Welsh Government shall therefore be entitled to apply its own criteria to determine whether to continue the provision of BES 2 Funding, but such criteria may include:

1.2.1 Performance of the Bus Emergency Scheme (including this Agreement) against the available Funding in meeting the Priorities; and

1.2.2 The levels of Funding available.

1.3 The outcome of any Funding Review may include, but not be limited to, the following:

1.3.1 continuation of the BES 2 Funding on its existing terms;

1.3.2 changes to the BES 2 Funding terms, in which case the Agreement shall be varied in accordance with clause 29 to reflect the requirements of such change.

The Parties agree and acknowledge that the Operator may propose a reduced Service Standard to take account of any reduction in BES 2 Funding, save for where either:

1.3.2.1 BES 2 Funding is removed or reduced due to the removal of social distancing measures that previously impacted on transport capacity; or

1.3.2.2 Welsh Government provide an alternative grant or funding scheme in place of BES 2 Funding which is designed to provide continuity of service; or

1.3.3 ending the BES 2 Funding, in which case the Welsh Government shall use reasonable endeavours to provide the Lead Authority and the Operator with sufficient notice of such change in order to minimise the disruption to the Operator's delivery of Local Services. The minimum notice prior to ending the BES 2 Funding shall be the current period of notice to be provided to the Traffic Commissioner in respect of deregistration of Local Services except for where such decision arises as a result of UK government determining to terminate the financial settlement relating to the impact of COVID-19 on bus services or as a result of the Welsh Government budget setting round in which case the notice shall be a minimum of one (1) month.

1.4 Where BES 2 Funding is terminated pursuant to paragraph 1.3 above, no further payments shall be made pursuant to this Agreement, following such notice period, provided that nothing in this Schedule 5 shall be taken to remove the right of Welsh Government to recover monies paid to the Operator or the entitlement of the Operator to any additional payments calculated, in each case, pursuant to the reconciliation and compensation process specified in Schedule 3.

1.5 The Parties agree and acknowledge that as part of a Funding Review, Welsh Government may review the level of AM (as set out in Schedule 3) and make such adjustments as are reasonable

and necessary to ensure the continued viability of services. The review of the level of AM shall consider available Welsh Government budget, the levels of BES funding being provided to the bus industry and prevailing market conditions.

SCHEDULE 6: FORM OF SERVICE SPECIFICATION

Operator	Service Registrati on Number	Service number	Route description	Peak Vehicle Requirement (PVR)	Typical weekly days of operation	Mon-Sat First outward departure	Mon-Sat Last return departure	Number of departures per day per direction (Mon-Fri / Sat / Sun)	Weekday Peak daytime frequency in minutes

SCHEDULE 7: TEMPLATE REGISTER OF VARIATIONS

[Region and Operator Name]

No.	Contracting Authority	Contract Reference	Variation	Approver name	Signature and date of signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					

BES 2 Agreements: Local Authority legal briefing

The BES 2 Agreement provides continued funding to support the bus industry during recovery from the impact of COVID-19. It reflects continued provision of funding from Welsh Government to support the bus industry, and has been drafted to support continued provision of services on a basis which provides a more structured, long-term arrangement. This note summarises the key legal issues that may affect local authorities.

1. Parties

1.1 The agreement has the following parties:

- Welsh Government – responsible for provision of funding and contracting with the operator for the provision of any additional services or standards that would not be provided in the absence of that funding.
- Operator – there is a separate agreement for each operator of local bus services in each region
- Transport for Wales – as for previous BES agreements, Transport for Wales is responsible for certain elements of the administration of the agreement.
- Lead Authority – as with BES 1.5 it is expected that a lead authority for each region will be a signatory to the agreement, managing the operator on behalf of the local authorities in their region, and coordinate some of the future activities proposed under the arrangements.

1.2 Note that it is not intended that each local authority will be a party to every agreement with every operator, but that this will be managed by the Lead Authority for the region. As with previous BES arrangements it will therefore be important that arrangements are made at regional level to agree how the contracts will be managed, including ensuring that there is sufficient local input into the exercise of Lead Authority obligations.

2. Approach to contract

2.1 The previous BES arrangements relied primarily on grant funding arrangements, including funding provided under COVID-19 specific frameworks for aid. However, the current BES 1.5 arrangements recognised that the approach taken in Wales to focus funding on necessary services meant that the arrangements may be viewed as a public service obligation contract (PSO), which provides greater flexibility for input by local authorities into the services that their local bus operators provide.

2.2 The BES 2 arrangements further reflect this, and are drafted primarily as a PSO directly awarded to each operator by Welsh Government. These are applied both to allow for the continuation of services which were formally commercial services, prior to the impact of COVID-19, and also to cover the additional costs relating to the continued provision of secured services as a result of COVID-19 (including both additional costs incurred as a result of e.g. social distancing, as well as covering the costs associated with lost revenue). The contracts are awarded by Welsh Government after careful consideration as to whether local authority powers could be relied upon – powers are available to Welsh Government because it is not possible to consistently make use of local authority powers for these temporary measures.

2.3 Local authorities already let PSOs through their section 63 powers. Consideration was given to whether section 63 powers could be used for this contract, and the decision was taken that this would not be appropriate because:

- Direct award of section 63 contracts is limited – local authorities would typically directly award service contracts through *de minimis* provisions, which have a limit of 40% of tendered service budgets. Seeking to provide funding through this route would not be possible where the *de minimis* cap was already, or would reach the *de minimis* cap, and therefore does not seem a viable way to fund services during the COVID-19 emergency. In any event, it is expected that local authorities will require these powers to award service contracts to meet specific local needs as operators exit BES 2. Whilst there are also emergency powers that can be used to direct award such contracts, they can only be used on a temporary basis and must be followed by a competition, and therefore are unsuitable for the current purposes.
- a competitive procurement of section 63 contracts is unlikely to be practicable, and does not provide the flexibility required to ensure that operators are providing the services needed during the COVID-19 crisis. Once services have been stabilised, the expectation is that local authorities would then use competitive procurement to procure continued services where they remain unviable commercially.

2.4 The contract is therefore based on use of Welsh Government powers under section 7 Transport (Wales) Act 2006, which mirrors the section 63 powers, but would only be expected to be utilised where local authorities cannot exercise their section 63 powers. This provides for a clear division between:

- Temporary BES support for services – provided by Welsh Government under section 7 powers.
- Changes in underlying procured service contracts to reflect the long-term requirement for services in absence of COVID-19 – provided by local authorities under their section 63 powers.

2.5 The approach taken is therefore to layer the PSOs under the BES2 arrangements on top of existing arrangements e.g. they act as a temporary variation to any existing section 63 contract or commercial service, in each case providing funding to allow the operator to continue to operate those services, during the impact of COVID-19, with the provisions of BES2 falling away once that service becomes commercial again, or the BES2 arrangements come to an end. The exercise of Welsh Government powers under a direct award approach is limited to a maximum of 2 years (which would include the period from the start of BES 1.5, due to the possibility of payments under BES 1.5 also relying upon these powers), but could end sooner, if the market recovers.

3. Effect on existing section 63 contracts

3.1 Rather than letting new contracts in respect of provision of services that are currently provided under section 63 contracts, the BES2 arrangements aim to leave those arrangements in place and layer the additional support required to continue providing those services on top of the existing section 63 contracts.

3.2 Under the BES2 arrangements the Lead Authority therefore acknowledges on behalf of local authorities that, to the extent required, section 63 contracts are amended to allow for any additional payments required to the operators to allow continued provision of the services and to make any service alterations agreed with the local transport authority for the period of the BES2 arrangements. These amendments will reflect agreed service changes agreed at the local and regional level as being required during the impact of COVID-19

3.3 These amendments apply whether contracts are let on a net cost or gross cost basis. In each case the BES 2 contract sets out the implications of those amendments from a procurement

perspective, and sets them within the appropriate procurement regime, setting out an approach to minimise procurement challenge risk associated with the short term amendment.

- 3.4 To the extent that the form of section 63 contract has any contractual processes that are required to be followed to allow for such amendment, the BES 2 agreements require the local transport authority to comply with such processes, so that changes can be effected.
- 3.5 Where BES2 arrangements come to an end, the variations effected also come to an end, and the section 63 contracts should continue as before for any remaining term.
4. Effect on future section 63 contracts
 - 4.1 There is a risk that the effects of COVID-19 could impact on the letting of future service contracts, including the renewal of existing section 63 contracts.
 - 4.2 To avoid this, the BES 2 arrangements make specific provision for the letting by local transport authorities of new section 63 contracts, with agreement of a set of assumptions in respect of BES2 funding that will apply to all bidders for a new contract. These assumptions will reflect the agreed level of funding to be provided to support those services whilst COVID-19 still impacts services. This will allow local transport authorities to set this as an assumption in their tender documents, so that bidders can tender on a level playing field in respect of the impact of COVID-19, removing this as a concern for bidders, and allowing for more competitive bidding, reflecting a post-COVID world.
 - 4.3 This therefore allows local authorities to continue to let section 63 contracts during the term of BES2, but will require engagement with Lead Authorities, TfW and Welsh Government to ensure that appropriate assumptions are agreed and included in tenders.
5. Partnership
 - 5.1 In recognition of the level of public sector funding being provided to support the bus industry, the BES 2 arrangements also require the operators to agree to a framework (umbrella) voluntary partnership agreement at a regional level.
 - 5.2 The BES 2 arrangements therefore include a template for such an agreement which will then need to be agreed with local transport authorities in the region. The agreement provides a framework for more localised and specific voluntary partnership agreements at local level to support improved standards of bus services and partnership working at a regional level. The agreement is structured as a voluntary partnership agreement (VPA) within the meaning set out in the Transport Act 2000, and therefore is intended to provide a competition law compliant framework for future engagement with operators.
6. Standards of service
 - 6.1 The BES 2 Agreement sets out standards of service that apply to operators who are receiving funding. Whilst it is possible for operators to move away from the BES 2 Agreement and start providing services to a lower standard (and therefore does not place an express restriction on operators choosing to move to commercial service and away from BES funding, as the market recovers, so does not act as a restraint on trade). However, it also makes clear that should operators move to operate at a standard below that agreed through the BES 2 arrangements (e.g. by offering lower frequencies or timings) then it is clearly recognised that, in turn, that means that they are offering services other than to the standard required – this aligns with the test that applies for exercise of section 63 powers, so provides express justification for a future tender of services to the appropriate standard in accordance with local government powers, if the operator continues to provide services only to a lower standard. It should be noted that this

does not provide the local transport authority with the unfettered right to let such services in parallel with the commercial services, as it would also be necessary to apply the Part 1 Competition Test under Schedule 10 Transport Act 2000 to the exercise of such powers, but it does ensure that there is a clear acknowledgment from such an operator that the registration of a lower quality service does not place an express bar on the local transport authority procuring a higher quality service on the same route.

7. Level of compensation

7.1 The powers being utilised by Welsh Government to let this contract are also subject to Regulation 1370/2007 EU (which will continue in effect in 2021 with minor amendments as UK law). This regulation deals with both the relevant procurement procedure (and allows for direct award) and also sets out the appropriate state aid framework to ensure that funding provided under agreements awarded directly in this way do not amount to state aid.

7.2 As a result, the compensation mechanism used in the contract draws on the reconciliation procedures already put in place under BES 1.5 and earlier to ensure that operators are not over-compensated. Unlike BES1.5, the agreement recognises that only covering operators costs without any margin available is unlikely to be a sustainable mechanism for public transport. The agreement therefore allows operators to earn a margin of (initially) 2% whilst operating services under BES 2. This reflects the requirement under Regulation 1370/2007 that operators are entitled to earn a reasonable profit margin in providing public service obligations. In determining that margin, the rate of return can be no greater than that which is normal for the sector, taking into account the risk, or absence of risk incurred by the operator.

7.3 The impact of COVID-19 has been to materially impact the revenue received by operators, and also to change their costs. The impact of the BES arrangements has been to de-risk that process for all operators. As the impact of BES arrangement has been to, in the short term, change that risk profile by managing the risk associated with lowered patronage, there is a risk that whatever level any margin was set this could be seen as benefitting one operator over another – operators who were previously making greater profits (or losses) as a result of taking revenue risk, for example, both benefit in different ways from the provision of BES funding, but that reflects the fact that, in many cases, the BES support has also removed the risk that they were taking, and the impact of COVID-19 may have changed their costs. Therefore, as all operators have been moved to a similar risk profile and being protected in a similar way for impacts on operating costs, it therefore seems appropriate to set a consistent margin, which is the default position taken in the BES 2 agreement. It is, however, open to the public sector parties to seek to agree a different approach to margin during the term of BES 2.

7.4 It should also be noted that when the BES 2 agreements fall away, and the operator returns to the original terms of their contracts (or to commercial operation) they will continue to take the same risks, and have the same potential for profit (or loss) as they had prior to introduction of BES.

Agenda Item 12.



Joint Report of the Cabinet Members for Investment, Regeneration & Tourism and Delivery & Operations

Cabinet - 21 January 2021

Proposed Lease to Mumbles Community Council under the Community Asset Transfer Policy

Purpose:	To seek approval to negotiate and agree Heads of Terms and enter into a lease with Mumbles Community Council for land at Llwnderw for the purpose of constructing and managing a new skate park on the site.
Policy Framework:	Asset Management Plan 2017-2021 Community Asset Transfer Policy 2017 Creating an Active and Healthy Swansea
Consultation:	Legal, Finance, Property and Access to Services.
Recommendation(s):	It is recommended that: 1) Cabinet considers the outcome responses from the consultation process under the public open spaces legislation that was undertaken in respect of the land identified in appendix A (site plan). A full copy of the responses received, and each of those that Object, Support or provide a Neutral comment has been provided as Appendix G, with a high level summary provided within the body of this report. 2) Cabinet approves the proposed disposal of the land to Mumbles Community Council at a level of undervalue being acceptable to Cabinet and based on advice of the Director of Place. Authority is delegated to the Director of Place to negotiate and settle the terms of the proposed lease of the land identified in Appendix A (Site Plan) and authority is delegated to the Chief Legal Officer to finalise the legal documentation; 3) Cabinet agrees for improvements be made to the site in line with the associated planning permission reference 2019/2345/FUL granted on 13 th February 2020 for a replacement Skatepark at West Cross Skate Park Mumbles Road Blackpill Swansea.
Report Authors:	Jamie Rewbridge/Lewis Hinds

Finance Officers:	Paul Roach/Aimee Dyer
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1.0 Background

- 1.1 Mumbles Community Council (MCC) have made a request to acquire Council owned land under the community asset transfer policy. The land is located on Mumbles foreshore, (referred to as Llwynderw) and it is MCCs intention to build a new concrete skatepark to replace the current half-pipe owned and managed by the Council, as their preferred site.
- 1.2 MCCs preferred site was granted planning permission (2019/2345/FUL) on 13th February 2020 for a replacement skatepark.
- 1.3 At the Councils request, MCC have subsequently commissioned a site options appraisal by an external consultant which concluded that on balance of positive and negative factors the proposals may have for each particular site, Llwynderw, would be the most favourable site out of all 3 appraised sites.
- 1.4 The area of land requested is owned by Swansea Council and is maintained by Parks Operations from within the Waste Management service. The site was initially identified as 'Land around the Skatepark, West Cross' by Swansea Council in the PIN notice, which sought expressions of interest from potential interested parties on a number a key bay sites. The area of land to be developed is 748 sq.m, however MCC will become fully responsible for maintenance of the development, plus surrounding areas (2.5 acres) for the duration of the lease.
- 1.5 MCC have prepared a business plan which provides detail on the full cost of the development, ongoing management and maintenance costs, along with sinking fund provisions for lifecycle costs.
- 1.6 The Council undertook a public open space statutory consultation process publishing its intention to dispose of the land identified within Appendix A (site plan). Cabinet must have regard to the outcome of the consultation process prior to making any decision on the proposed disposal, in particular any comments made in support or opposition of the proposal including any potential mitigation measures. A full copy of the response to the statutory consultation process has been included as Appendix G, along with a summary provided with this report.
- 1.7 The Council has undertaken a valuation of the proposed area of land identified in Appendix A.

2.0 Business case and plan

- 2.1 MCC have submitted a request to take on full responsibility for the land edged red in Appendix A, for the purposes of constructing a 748 sq.m

concrete skatepark which will replace the current steel construction ramp. MCC are requesting to take on full repairing, maintaining and service provision of all elements within the demise area, including all associated grounds maintenance and cleansing, which have been detailed within the Business Plan (and supporting annexes 1-8) at Appendix B.

- 2.2 As a result of the lease, all day to day responsibilities and decisions will rest with MCC, and only future changes or permission that fall outside of the agreed lease terms will necessitate approval from the Council as the landlord.
- 2.3 The Community Council would become responsible tenants for the purposes of the arrangement and would utilise contractors to carry out day-to-day operational tasks and fulfil their obligations. They would commission specialists to check and maintain the skate park itself. MCC would be responsible for ensuring all proper insurances, contractual and procedural arrangements were in place to fully indemnify the Council under the Lease.
- 2.4 MCC have engaged Maverick, a renowned design and build Skatepark company having built over 100 Skateparks in the UK including the iconic Concrete Waves Skatepark in Newquay and locally in Penarth, Haverfordwest, Aberdare, Mountain Ash and Porthcawl.
- 2.5 It is proposed that Maverick will be appointed Contractors and Project Managers, covering all aspects of the design, development, build and maintenance of the site from pre-planning through to on-going inspections and maintenance once the build is complete.
- 2.6 The Skatepark design has been developed over 18 months period to ensure that all relevant and interested stakeholders and users had an opportunity to input into it through public meetings and consultations and questionnaires and surveys. The facility will also incorporate BMX uses as a result of consultation with UK Olympic BMX team.
- 2.7 The design also includes full disability access with advice from the Wheelchair Motocross World Champion. Whilst this has added to the cost, it is noted that MCC were committed to ensuring that the Skatepark could be used by all ages and abilities as well as providing a world class facility in keeping with the iconic location.
- 2.8 The siting has allowed for most of the Skatepark to be set below the site line from Mumbles Road, thus minimizing the impact.
- 2.9 Maverick have undertaken comprehensive surveys of the site including Geotechnical, Topographical, Trees, Ecology, Flood Risk, and continue to finalise the SUDS strategy to ensure that the site is suitable for the planned design and build. These formed part of the planning

requirements and conditions which will be monitored for compliance through the usual processes. Build timescale is approx. 16 weeks.

- 2.10 Following construction, the wider site will be landscaped with grass and wildflowers and will be protected from the road by a hawthorn hedge fronting a 1.2m fence extending the full length of the site. This will prevent and ensure that users are not tempted to be dropped off outside the site by preventing people accessing it directly from the road.
- 2.11 The skatepark itself will be constructed from free form spray concrete with - in certain areas - narrow (25mm box section) galvanised steel edging to prevent chipping and it will be finished in a neutral and light grey colour but with flashes of colour for aesthetic purposes.
- 2.12 The site will be enhanced by a drinking fountain, picnic table seating, and footpaths with wheelchair accessible chicane entrances on the promenade entrances.
- 2.13 Including costs borne through the planning and preconstruction phases already undertaken , the construction cost is in excess of £350k, which will be fully underwritten or funded by MCC with no required funding from the Swansea Council.
- 2.14 MCC will continue to seek grant funding through the National Lottery People and Places Fund. If successful, this could reduce the MCC funding commitment by £232k.
- 2.15 MCC has committed to covering ongoing maintenance cost up to £12,698 per annum for annual maintenance including the provision of an annual £6,700 sinking fund representing 2% of build costs for major refurbishment/rebuild (expected minimum 25 years life).
- 2.16 The construction will be guaranteed for 15 years and the design is covered by a £2m professional indemnity insurance. Contractors will conduct an annual condition survey and will respond quickly to any reports of damage.
- 2.17 During the first six months of use and on-going during the summer months, when visitor numbers will be at their highest, MCC contractors will undertake weekly inspections which will be formally recorded. During the winter months, these will revert to monthly.
- 2.18 The main maintenance costs relate to minor repairs, graffiti removal and annual deep cleaning. With grass-cutting, landscape maintenance and bin emptying make up the remainder of the costs. Swansea Council have quoted for associated services to be delivered under paid for contract as part of the wider promenade maintenance.
- 2.19 To minimize MCC's annual commitment, a variety of income streams will be sought to contribute to the ongoing costs associated with the

operational running of the facility. However, any shortfall in income to cover the full cost of £13,945.67 per annum, (£19,945.67 in year 1) will be met from MCC annual budget of the Community and Social Well-being Committee, or the MCC contingency fund.

- 2.20 Estimated costs for SuDs and Swales maintenance have been provided as an annual sum of £1.3k per annum, payable by MCC to Swansea Council. At the time of reporting MCCs appointed skatepark designers and contractors are working with the Councils Senior Engineer (SuDS approval body) to finalise requirements for build and future maintenance.
- 2.21 SuDS permissions form a critical part of the necessary approval process and are informed through planning process. Therefore any decision to lease the land and permit the development would be subject to a satisfactory sustainable drainage solution being provided by MCC and their contractors and signed off by the SuDS approval body.
- 2.22 Sponsorship opportunities and events are the most realistic opportunity for MCC to raise income, and potential revenue per year has been estimated at £6.6k which would cover half the total operating cost.
- 2.23 The skate park will add to the infrastructure of facilities within Swansea that contribute to the physical and mental well-being of children and young people. Access to opportunities to participate in physical activity is a critical part of the Well Being of Future Generations act and Swansea Public Service Boards contribution objective of “A Healthier Wales”.
- 2.24 The Skate Park will be open access, participants will be able to use the facility at no cost which removes the financial barrier and promotes the goal of “A More Equal Swansea”. This type of facility and activity tends to be very attractive to children and young people who may not be engaged in more formal sports and would provide a positive contribution to Welsh Governments recommendations for regular physical activity as part of a healthy and active lifestyle.
- 2.25 Furthermore, the successful implementation of the proposal and long-term lease holding and associated management of the site by MCC will provide the following benefits;
 - Community cohesion through the ownership, involvement and interest in local facilities.
 - Partnership working with the community in managing and safeguarding important and valuable community assets and attractions to the destination.
 - Investment in modern, fit for purpose and high quality skateboarding facilities which the Council has not budgeted to provide or fund directly.
 - Increased access to local informal sporting and recreational opportunities for all ages and abilities

- Access to funding opportunities not available to Swansea Council.

3.0 Options appraisal

3.1 Following the decision on MCC's planning application to build a concrete Skate park at Llwynderw, West Cross, the Council sought a further body of work that would provide assurances that could be considered at the relevant time.

3.2 This was further noted in the Cabinet Report relating to 'Foreshore sites' on 9th January; 'Cultural Services are to engage with Mumbles Community Council and carry out a full due diligence exercise to ensure that the proposal is practical and sustainable in the long term. A full review of all possible sites within the relevant area is also to be undertaken to ensure the best location is identified. If the site is not identified as the best place for the proposed skate park then other possible development options can be explored in further detail with the creation of some potential design briefs through consultation with planners.'

3.3 To assist in the refinement of options for MCC to consider, the Council's Placemaking and Strategic Planning section carried out a high level planning appraisal of 10 Council sites as options for review that could potentially accommodate the proposed scheme. The findings of the High Level Appraisal identified particular sites, having regard to the relevant planning and placemaking issues, that Planning Officers considered had potential for further exploration. A copy of the report is included as Appendix C.

3.4 The High Level Planning Appraisal identified a total of 3 sites that warranted further consideration in addition to the MCC preferred site at Llwynderw. These sites were further refined to 2 additional sites, as the land to the 'South of the Junction' was not available at this time as it formed part of a longer term consideration to improve the wider Blackpill site.

Including the MCC preferred site at Llwynderw (site option 1), the sites appraised were;

- Llwynderw (site option 1)
- Land to South of Blackpill Lido (site option 2)
- Land at Underhill Park (site option 3)

3.5 MCC were asked to undertake an evaluation and comparison of the above sites by an independent consultant using a broad set of criteria, which were further refined and grouped, as below.

- Access
- Environmental & Site Considerations
- Design Suitability
- Construction Considerations
- Safety, Amenities & Visibility

- Community & User Support
- Planning Considerations

- 3.6 MCC commissioned DMW Architects & CL Planning who were provided the brief, along with the high level planning appraisal from Swansea Council, and information from MCC and their chosen skate park supplier Maverick on the design and size requirements.
- 3.7 DMW Architects & CL Planning have published a report that is intended to provide an unbiased and comprehensive appraisal of the 3 wheeled sports areas identified in 3.4 which formed part of the brief. Whilst the essential considerations and environmental impacts of adding a skatepark to an area remain consistent, the intrinsic nature of a proposed skatepark area, its users, and the community surrounding it are unique and have been factored into the appraisal document. A copy of the full report is available as Appendix D.
- 3.8 Summary conclusions of Appendix D report by DMW Architects & CL Planning are as follows:

Site Option 1 – *Llywnderw*- The existing skatepark at Llwynderw currently forms a well-located hub for the Swansea skate community. The site has numerous positive factors making it a suitable location with potential to further enhance the Blackpill activity area. Re-use of a current site and existing facility is wholly appropriate and considered more sustainable than creating a new skatepark over existing greenspace. Through the planning process, it has already been demonstrated that the site has gained a majority of support from both community and skatepark users.

Site Option 2 - *Land to the South of Blackpill Lido*. This site has numerous positive factors making it a good contender for the most appropriate location. However, it is considered that being so near the consented site and so similar in comparative characteristics, that to proceed with a new application would expend needless cost and time to ultimately provide the same offer. The development of this site would result in the loss of open green space which would not occur with site option 1.

Site Option 03 - *Land at Underhill Park*- Due to the potential negative factors associated with construction of a concrete skatepark in this quiet location in relatively close proximity to residential properties with limited screening it is considered it would not be appropriate in this setting. With constrained access, concerns over a relationship with the children's play park and being located slightly away from shops and facilities, this site would be least favourable.

- 3.9 Having reviewed the summary findings of the consultant's report, the Council's Placemaking and Strategic Planning Section have confirmed that DMW Architects & CL Planning have taken the level of analysis to

the necessary detailed stage to assess the material factors affecting the suitability and deliverability of the development, and that the findings are generally consistent with those in the High Level Planning Appraisal in Appendix C.

- 3.10 Of the three sites evaluated by the independent consultant and in consideration of the balance of positive and negative factors the proposals may have for each particular site, it concluded that:

Site Option 01 – Llwynderw, would be the most favourable site out of all 3 appraisal sites.

- 3.11 It should be noted that from the report, it indicates that there little difference in physical characteristic between site option 1 (Llwynderw) and site option 2 (land south of Blackpill), with exception of their current use and designations. Site option 2 is closer to the main services and facilities, such as public toilets, shop, café and parking.
- 3.12 The report highlights a main difference between the two sites is that planning permission has already been obtained at site 1 with work and cost borne by MCC. The characteristics between site 1 and 2 are so similar, as is their proximity to each other, and that to proceed with a new planning application and associated site surveys would incur needless expense and delay to ultimately provide the same offer.
- 3.13 Some of the key factors for Underhill Park being the least preferred option related to potential conflicting uses with the nearby childrens play park and loss of green space that has been used previously for sports training, although it confirms that this area is not a formal pitch for sport.
- 3.14 Potential drainage and accessibility issues were highlighted in relation to the Underhill park site, together with potential issues that could be foreseen that may cause nuisance to nearby residents. A recent planning approval for café and artificial pitches provides evidence that proposed changes within the park are possible, but noting the identified suitable greenspace location would be adjacent to the properties on Newton Road, and overlooked by properties on Llangland road and potential for noise and anti-social behaviour.
- 3.15 The report does not provide detail as to whether consultation was undertaken with Mumbles Community Association (MCA) who have Council support to enter into a long lease for Underhill Park and are therefore a key stakeholder. However, in this context, it must be considered that MCC are separately supportive of the Underhill Park scheme and have provided certain levels of underwriting in support of the community asset transfer from the Council.
- 3.16 Overall, the report concluded an overriding preference for site 1 at Llwynderw noting a number of key characteristics including its existing use, planning consent and accessibility from nearby parking and facilities

at Blackpill. Whilst noting potential noise impact on nearby residents, and safety of users with a nearby road. Fundamentally, these issues were dealt with as part of the planning consent conditions and will have to be mitigated appropriately.

- 3.17 There clearly a strong preference within the skating community for the current location (site option 1) through the consultation undertaken and this is well supported by virtue of the fact that this site has an accepted and historical use for skating over a number of years.

4.0 Property Implications

- 4.1 To enable MCC to confidently invest in the facilities without fear of the useful life of those investments being cut short and to give the parties involved the ability to apply for grant funding for the maximum number of grants available, a 25 year lease is considered appropriate in this case.

- 4.2 The lease will require the access to the surrounding land and skate park to remain as a public open space, that the facilities are maintained to a high standard and require that any further alterations will require the Councils consent.

- 4.3 Given the above terms a peppercorn rent for the length of the term is considered appropriate and to be best value given the proposed use. However, disposal at a peppercorn rent is considered to be at an undervalue when considering all possible uses and disposal options. Market Rent for the property under its current use is considered to be negligible. So, to establish the estimated maximum amount of undervalue the Valuation Office Agency was instructed to undertake a Valuation of the property and placed a value of £87,500 on the freehold interest. A full copy of the Report can be found in Appendix E. However, as the freehold interest in the land is not to be disposed of the opportunity to achieve a maximum figure will not have been removed, just pushed into the future.

- 4.4 The above mentioned terms are non-negotiable therefore Cabinet approval is sought for these terms and to then authorise the Director of Place to negotiate and settle the other detailed terms of the proposed lease (and thereafter any required Deeds of Variation) and to instruct the Chief Legal Officer to finalise the legal documentation.

- 4.5 As the land is deemed to be public open space, a statutory consultation process has been undertaken and the responses collated and provided within Appendix G so that Cabinet can have regard to any objections raised, prior to making any decision as to whether it is appropriate to dispose of the land on the terms outlined within this report.

- 4.6 The Council is required under s123 to advertise the disposal of the land in the local newspaper for two consecutive weeks and to give full and proper consideration to any objections. The key issue for the Council is to balance any adverse consequences of the loss of open space, having

regard to the objections received, against the advantages of disposing of the land.

- 4.7 A notice of disposal was advertised within the local newspaper, online and within the public notice board at the Civic Centre for a minimum of two week period from 8th December 2020, with responses accepted until 31st December 2020.
- 4.8 One Hundred and Fifty Seven (157) responses were recorded throughout the consultation period. 90% of these responses were from respondents within Swansea, and 10% being from outside the area. The Swansea based respondents lived across a number areas within Swansea, and not contained solely to the Mumbles Community Council boundaries.
- 4.9 Responses have been categorised and grouped as having a view to either;
- ‘Support’ the proposed disposal of land
 - ‘Object’ to the proposed disposal of land
 - ‘Neutral’, neither support or an objection could be determined from the response
- 4.10 A summary of the responses by these categorisations are presented in Table 1 below, (% rounded up/down)

Table 1

Support	148	94%
Object	8	5%
Neutral	1	<1%

- 4.11 Those that Object to the proposal, Seven (7) of them were lodged by respondents within Swansea, and One (1) from a respondent living elsewhere. Of the 148 that Support, 133 were from Swansea respondents and 15 from those living elsewhere.
- 4.12 Cabinet must fully consider the detail of the comments contained within Appendix G, which presents all of the recorded responses in full. The respondents’ personal information has been redacted under GDPR.
- 4.13 In summary, the responses in Support (148) featured some of the following themes;
- Respondents noted the health, wellbeing, good mental and physical fitness benefits of a skate park;
 - Potential to create a positive ethos within the skating community, with young adults teaching young children, and it builds self-esteem and a sense of belonging.
 - Tourism is seen as a positive attribute to the development of a skate park particularly by the non-Swansea respondents from other parts of the UK;

- The skate park is seen as something people of all ages can get involved with noting that it is family friendly, suitable across wide age group, including those with disabilities.
- The popularity of skateboarding as a pastime is highlighted , as well as its inclusion in the next Olympics;
- The social aspect of a skate park is also brought up in responses;
- The development of the skate park will result in the reduction of instances of skateboarders using non-specialised areas (e.g. Castle Square).
- The location considered suitable with easy access, especially to those with mobility issues, determining a general view that the site and location is suitable for such activities.

4.14 In summary, the responses that Object to the proposal (8) featured the following themes;

- The site is considered unsuitable by some respondents as it is a general place of beauty and considered loss of green space;
- Some support for the proposal but in a different location.
- The lack of drop-off point or parking facilities and toilets is a concern;
- The potential increase of traffic and young people and anti-social activity is seen as detrimental to the area and a safety and safeguarding concern.
- Mumbles Community Council using the money raised via its precept for this project is not supported
- The lack of perceived benefits for the local area was highlighted.

4.15 In making its decision, Cabinet should specifically consider whether the objections have been more generally dealt with as part of the due diligence exercises, and are also matters that have already been considered and dealt with within the planning conditions under 2019/2345/FUL which was granted in 2020.

4.16 Overall there is a clear overwhelming level of community support for the project; with a small number of objections for the disposal of the land for the purposes of a skate park development.

5.0 Equality and Engagement Implications

5.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

If this proposal is agreed MCC will improve and enhance the facility provision at the existing skatepark to enable them to further develop opportunities for the local community of all ages, particularly children and young people and with an enhanced offering for those with disabilities. There will be significant improvement in provision and opportunities as a result of the improvements. Access will remain fully open to the public, free of charge including protection and improvement to the wider green space that will surround the new facility.

The only change to current provision is that the MCC will have the responsibility for the areas within the demises. Casual usage will not change or be adversely affected, and in the long term is anticipated to significantly increase, through improved participation and access and enjoyment of the area in general.

MCC have actively worked with the local community, skaters and worked with other groups who regularly use the facility and the proposals are well advanced and known within the general public and media.

The areas within this screening where a High impact was scored, can be further explained below:

Children and Young people and any other age group

The work by MCC and their chosen contractor have specifically targeted a broad range of users and potential user group through the consultation phase and designed the proposed skatepark with their needs in mind. The current skate facility is a standard halfpipe, which requires competence and skill to ride, and is not generally suitable for young learners or novice riders.

The newly proposed skate park significantly enhances the offer. Whilst there is opportunity for the most proficient riders to significantly progress and enjoy the sport, the inclusion of more shallower and alternate areas within the design ensures that riders of all abilities, and those on skateboards, scooters, BMX and other wheeled sports can enjoy the benefits of the renewed offer. It is therefore a much more versatile and balance offering to the current provision.

It should be noted that facilities such as these are not solely aimed at older children and young teenage boys. Wheeled sports arenas attract users from every demographic including wheelchair users who can interact on positive and equal terms with other users. Popularity of scooters remains high enables first time skatepark users to explore the use before moving onto skateboards, BMX bikes or inline skates. There is also a vibrant scene within the UK for more mature users who have recently rediscovered skating with the advent of high quality wheeled

sport arena provision and finding people in their forties and fifties riding with such a skatepark is not unusual.

The skate park will add to the infrastructure of facilities within Swansea that contribute to the physical and mental well-being of children and young people. Access to opportunities to participate in physical activity is a critical part of the Well Being of Future Generations act with a direct link to A Healthier Wales.

Community cohesion and Social inclusion/Poverty-

The Skate Park will be open access, participants will be able to use the facility at no cost, which removes the financial barrier and promotes the goal of "A More Equal Swansea". This type of facility and activity tends to be very attractive to children and young people who may not be engaged in more formal sports and would provide a positive contribution to Welsh Governments recommendations for regular physical activity as part of a healthy and active lifestyle.

Disability

Consultation has been developed over 18 months to ensure that all interested parties - residents, skateboard groups, and local schools had an opportunity to input into it through public meetings and consultations and questionnaires and surveys. MCC were also able to incorporate BMX facilities taking advice from a member of the UK Olympic BMX team and full disability access with advice from the Wheelchair Motocross World Champion.

The scheme is extremely visible to the people of Swansea and the key stakeholders, and given the previous planning application and work undertaken to date. The local media has maintained watching brief over the developments. As a result, a decision by the Council on the Community Councils proposal and request for the land carries a reputational risk given the time it has been discussed over and the visibility of the project. The Council requested MCC to complete an additional body of work so the matter can be considered.

The process undertaken in preparing the business case has demonstrated that the views and impact on protected groups have been taken into consideration and directly informed the proposals as outlined above.

Following the completion of the public open space statutory consultation, there were no fundamental issues presented that suggest that the proposal would disproportionately have an impact upon those groups that share protected characteristic and therefore a full EIA is not required in this instance.

6.0 Financial Implications

- 6.1 Agreement of a lease to the Community Council would preclude the Council from the possibility of securing the future sale and capital receipts from this site.
- 6.2 The current annual costs for the Parks service in relation to the land at Llwynderw where the exiting skatepark is located is in the region of £2,000 per annum;
- 6.3 The Council does not receive a direct income from the site, as it is open access and free of charge.
- 6.4 There will be additional financial income to the Council from MCC paying an annual figure of up to £4,500 to the Council for the grounds maintenance, cleansing services and drainage maintenance. There will also be a saving in day-to-day maintenance and cost of inspecting the current skate equipment, along with a longer term saving at the point that the existing equipment would need to be replaced.
- 6.5 Therefore there will be a net saving to the Council of approximately £6,500 per annum, including saving and new income. This will be set against current savings targets within the MTFP.
- 6.6 There will be no additional long term revenue or capital financial commitment required by the Authority for any new facilities provided by the Community Council, as this will be the responsibility of the Community Council from the date of the lease.
- 6.7 The Council has received a detailed business plan from MCC which outlines the associated costs and responsibilities that will be transferred to MCC. The information contained in the business plan have been reviewed. Known future costs and estimates are considered as a robust indication of future likely costs to MCC, and can be taken forward order to inform a decision by the Council. However noting that costs are likely to change over the proposed lease period, and therefore accepts that MCC would need be in a position to cover additional in future, which MCC have confirmed.

7.0 Legal Implications

- 7.1 Section 123 of the Local Government Act 1972 and the Council's Land Transaction Procedure Rules set out in the constitution apply to this disposal. Under s123 LGA 1972 a local authority has the power to dispose of land held by it in any manner it wishes provided that the local authority achieves the best consideration that can reasonably be obtained except where the disposal is for a short tenancy (less than 7 years) or the local authority has the consent of the Welsh Ministers. Under the Council's constitution the responsibility of determining in what

manner the land will be disposed of in order to obtain best consideration lies with the Director of Place.

Under the General Disposal Consent (Wales) Order 2003 the Welsh Ministers have issued a general consent for disposals of land under s123 for less than best consideration. This allows a local authority to dispose of land for less than best consideration if it considers that the disposal will contribute to the promotion or improvement of the economic, social or environmental well-being of its area and the extent of the undervalue is no more than £2m.

- 7.2 There are specific powers and requirements for the disposal of land held by a local authority for planning purposes, housing, allotments, open space and school playing fields.

Where the land is deemed open space, the Council is required under s123 to advertise the disposal of the land in the local newspaper for two consecutive weeks and to give full and proper consideration to any objections. The key issue for the Council is to balance any adverse consequences of the loss of open space, having regard to the objections received, against the advantages of disposing of the land.

- 7.3 The property has not been advertised on the open market. The Council's constitution specifies that if there has been no marketing of the Land or only one person has indicated an interest to purchase there can be no such disposal of land except where it is determined by the Director of Place or his nominee that there is only one party who could acquire the interest because of the physical, legal or other characteristics of the land and that it is appropriate to sell by private treaty. In this particular case the land is public open space/playing fields for community use and consequently is of limited interest to the market generally. Therefore, the Director of Place is satisfied that the characteristics of the land dictate that there is realistically only one party who would be interested in acquiring this land and that it is prudent and appropriate to sell by private treaty.

- 7.4 The lease documentation will contain all the relevant provisions to protect the Council's interest.

Background papers: None

Appendices:

Appendix A - Site Plan

Appendix B - MCC Business Plan and supporting annexe 1-8

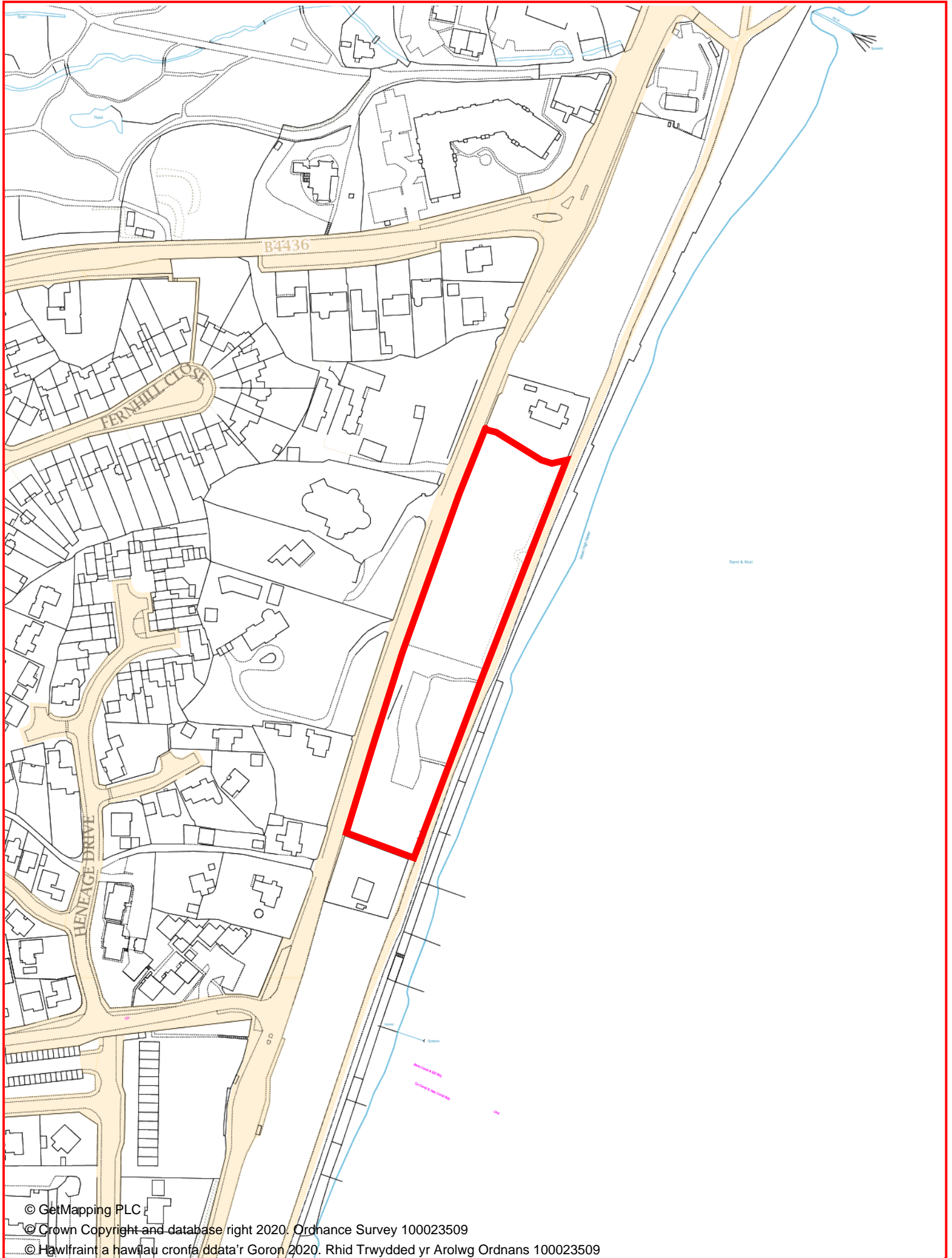
Appendix C - High level planning appraisal

Appendix D (also Annex 1) - Post planning review of proposed wheeled sports area (DMW Architects & CL Planning)

Appendix E - Valuation Office Agency Report

Appendix F - EIA Screening

Appendix G - Open Space Consultation responses



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This plan is for illustrative purposes only and should not be used as a legal document.

Skatepark Business Plan

Overview

Mumbles Community Council plans to build a Skatepark located on Mumbles Promenade at the location of the current half-pipe ramp. This is the preferred location as confirmed by the Independent Consultant Report (see Annexe 1)

Mumbles Community Council have contracted Maverick who are a world class Skatepark build and design company having built over 100 Skateparks in the UK including the iconic Concrete Waves Skatepark in Newquay and locally in Penarth, Haverford West, Aberdare, Mountain Ash and Porthcawl. As contractors they Project Manage all aspects of the design, development, build and maintenance of the site from pre-planning through to on-going inspections and maintenance once the build is complete.

Maverick have incorporated ideas from local school children, BXM riders from the UK Olympic Team and the World Champion of wheelchair motocross into the design and while this may have cost more than other designs, MCC recognised the importance of creating a world class design to complement the iconic location and one that provided full and safe access to all.

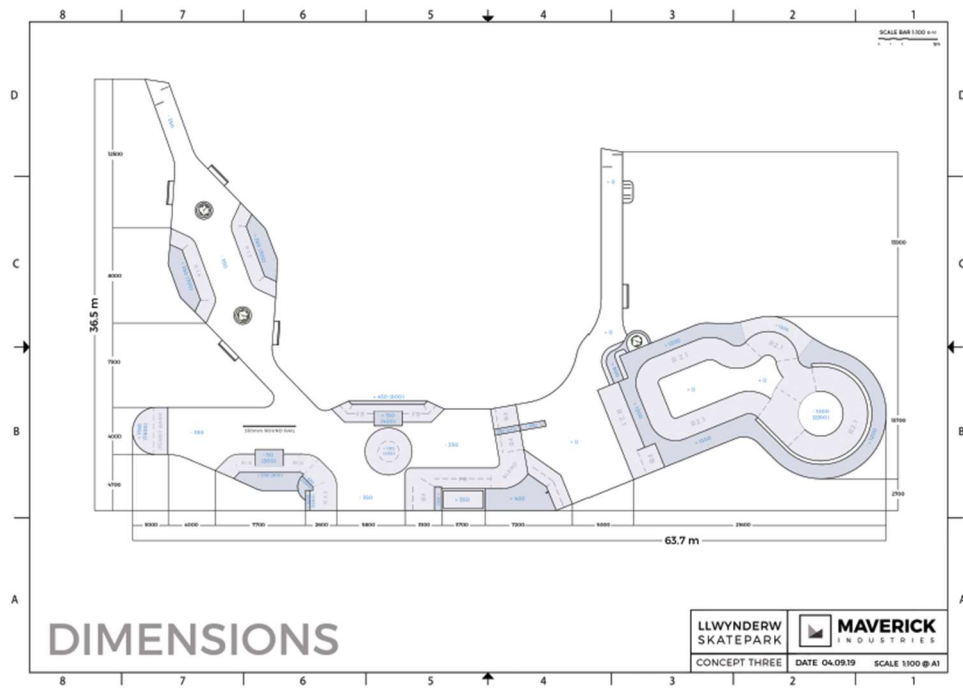
Part 1

The Building

Maverick have undertaken comprehensive surveys of the site including Geotechnical, Topographical, Trees, Ecology, Flood Risk, SUDS to ensure that the site is suitable for the planned design and build.

The Skatepark will roughly follow the footprint of the ramp and adjoining tarmacked area to the West meaning it will be primarily set below the sightline from Mumbles Road.

The actual build site required is 748 sq. m being 63.7m by 36.5m at its widest point.



The site will be landscaped with grass and wildflowers and will be protected from the road by a **hawthorn hedge fronting a 1.2m fence extending the full length of the site.**

The skatepark itself will be constructed from free form spray concrete with - in certain areas - narrow (25mm box section) galvanised steel edging to prevent chipping and it will be finished in a neutral and light grey colour but with flashes of colour for aesthetic purposes.

The site will be enhanced by a drinking fountain, picnic table seating, and footpaths with wheelchair accessible chicane entrances on the promenade entrances.

(see Annexe 2: **Mumbles Design Access Statement** for full details)

Realisation

Prior to any building works the contractor will create a secure site compound with herras fencing and temporary trackways for site access. Full details of the gradient and minimizing sideways slope are included in Annexe 3: **Pre Construction Phase Health and Safety.**



All traffic movements for the site and building works will comply with the Traffic Management Plan as approved by Swansea Council Highways Department. This sets out restrictions on delivery timings to avoid busy times such as school runs and rush hours.

All required safety signage will be put up on the approaches to the site on Mumbles Road and on site and all required contractor parking will be on site and will have no impact on nearby streets. All traffic movements will be controlled by Maverick’s own certified banksmen.

A warning sign for pedestrians will be placed at the entrance of both our site and the access road. Additional warning signs will be placed on the perimeter fence. Site crew will informally direct the public away from site if appropriate. CCTV cameras will monitor the site overnight and intruders will hear an oral warning. One of Maverick’s Directors will also be alerted by the system.

For full details of the Health and Safety Plan to be implemented see Annexe 3.

The main elements of the build will be:

- site preparation which includes, creating an overall site compound with herras fencing and the laying of a temporary trackway system
- • Decommissioning the old redundant skate ramp
- • Excavating some soil in the bank and building up with compacted stone in other areas, forming the shapes needed to create the design
- • Forming a steel grid system over the shapes to comply with quality standards

- Applying a 150mm deep layer of concrete in manageably small bays over the entire structure.
- Formation of concrete pathways and installation of fencing, ancillary items & planting as indicated in the supplied drawings

In order to ensure that construction complies with all necessary European and National Standards as well as Building Regulations, a detailed and Comprehensive Concrete Construction Phase Plan has been produced (see Annexe 4: **Concrete Construction Statement**). This Statement covers all aspects of construction using concrete including; materials specifications, environmental health and safety and personnel health and safety with particular focus on minimizing and protecting from dust. Mumbles Community Council will oblige Maverick to comply with all recommendations contained within this statement at all times.

Contract Management

Maverick are contracted to provide comprehensive Project Management of all aspects of the design, development and completion of the Skatepark and associated landscaping. Maverick are highly experienced having project managed the design and build of over 100 Skateparks in the UK. MCC will also appoint a Consultant who will assist in the development of a Project Plan for the Skatepark in conjunction with Maverick Industries and will oversee all aspects of the development on behalf on MCC and agree the final sign-off (See Annexe 5: **Management Procedures Statement**)

Maverick have full insurance cover for all aspects of the project including Public Liability Insurance.

Costings

Pre Construction Phase

User Consultation Post Tender to create final design included free of charge	£0.00
Support with documentation required for Planning Application (excludes surveys)	£0.00
JCT Contract Documentation (MW 2016 with Contractor's Design) supplied & completed free of charge	£0.00

Detailed Design

Engineers Site Visit, Topo Survey, Set Stations, CAT Scan & Utilities checks (completed)	£1,500.00
Drainage Survey - Trial pits & Percolation Tests (completed)	£2,750.00
H&S and Project Planning	£5,000.00
Detailed Design Engineering - Suite of Drawings for Construction	£30,000.00

Construction Phase

Preliminaries

Insurances. Heras, signage, welfare & store, plant hire, transport & fuel, skips	£53,200.00
CCTV 24hr security monitoring of site (12 weeks)	£6,000.00

Groundworks Phase

Temporary trackway	£5,200.00
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Remove/recycle miniramp	£750.00
Set out to Engineers Stations	£3,000.00
Installation of drainage as per engineering design	£6,800.00
Remove tarmac where required, foundations, block walls, rebar & concrete infill	£14,100.00
Importation & compaction of stone	£44,300.00
Installation of pool copings	£3,400.00
Steelworks Phase	
Off site steelworks, galvanising, fabrication & rolling	£14,300.00
On site steelworks, installation of copings & framework system	£27,900.00
Shuttering, reinforcing & tying	£13,200.00
Concrete Phase	
Pour/Spray and finish, concrete platforms, transitions & floors incorporating colouring as per visuals	£67,300.00
Perimeter bunding & landscaping	
Creation of bunding using excavated material, topsoil and seed.	£8,200.00
Installation of art deco steps/planter	£7,200.00
Planting of 3 Palm Trees c. 7-8ft	£1,500.00
Planting - 90m of 3ft high Hawthorn - species to be agreed	£2,400.00
Ancillary works	
Supply and installation 2no Wheelchair access Picnic Benches	£1,620.00
Supply and installation 3no Glasdon Chieftain Litter Bins (or similar per Council preference) on concrete plinth	£1,425.00
Supply and install 90 linear metres of green bow top fencing 1.2m high	£8,000.00
Supply and install 2no Galvanised Steel Chicane entrances	£1,500.00
Supply and install 5no Benches	£2,500.00
Supply and install 2no galvanised steel cycle racks	£600.00
Ancillary works	
Supply & install of 1no RoSPA compliant skatepark A1 skatepark safety sign on post	£350.00
Railway sign	£600.00
RoSPA PI Inspection on handover	£395.00
Council launch event (See event package)	£2,000.00
Contingency	
Access/Traffic Management Contingency sum subject to planning authority requirements - PC Sum	£5,000.00
TOTAL: (EXCLUDING VAT)	£334,990.00
Water Fountain supply and installation, including laying water supply	£7,500
Additional Benches and Bins	£2,500

Funding

Build

Mumbles Community Council has approved underwriting the full costs of the build. (See Annexe 6: **Council Minutes June 9th 2020** and Annexe 6a **Mumbles Skatepark Funding Proposal**). In order to minimise costs and allow for additional projects to be funded, MCC

will apply for grant funding through the National Lottery People and Places Fund. If successful this will reduce the Council's funding commitment by £232,240.

Ongoing maintenance costs

Mumbles Community Council has already committed to funding up to £12,698 per annum (see Annexe 6a) for annual maintenance and the provision of an annual £6,700 sinking fund representing 2% of build costs for major refurbishment/rebuild (expected minimum 25 years life). See below for income generation plan to minimise MCC's annual commitment. Any shortfall in income to cover the full cost of £13,945.67 (£19,945.67 in Yr1) will be met b from the annual budget of the Community and Social Well-being Committee, or the Council contingency fund.

Risks

SWOT Analysis

Strengths	Weaknesses
<ul style="list-style-type: none"> • Planning permission gained • Uses brownfield site • Proven success of existing site • Strong local support, including from local PCSOs, for new site • Involvement of public through meetings and surveys • Enthusiastic team • Strong youth involvement • Low future overheads • Positive engagement with SCC • Working with experienced project managers • Build cost fund in place • Parking available at Blackpill • Enhances existing activity hub • Encourages active travel with smooth paths and bus routes • Shops and cafes close by in West Cross shopping centre and Blackpill • Public Toilets at Blackpill • Good visibility for safety and security 	<ul style="list-style-type: none"> • Potential parking issues* • First experience of build for MCC • Potential noise increase for nearby residents • Safety barrier (green hedging) may alter current visual aspect •
Opportunities	Threats
<ul style="list-style-type: none"> • Positive way to engage local youth • Great national exposure for the area • Facilities for disabled and all ages and abilities • Marketing opportunities 	<ul style="list-style-type: none"> • Small faction of local opposition • Exposed to potential vandalism • Potential target for drug dealers • Covid-19 hampering progress • Possible safety issues with a busy road

<ul style="list-style-type: none"> • Benefit to the wider Swansea community • Local and National competitions • Potential to cover running costs through sponsors • Communication through social media • Fundraising opportunities • Tourism opportunities • Park and Ride potential from St Helens* 	
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See also Annexe 1

Risk / Hazard / Action Matrix

RISK	PEOPLE AFFECTED	EXISTING CONTROL MEASURES	FURTHER PREVENTATIVE ACTION REQUIRED
Collision with vehicles not related to construction	All those with vehicles within our sphere of operations	Existing speed limits Warning signs	Issue instructions to all delivery companies and staff that crawling speeds are mandatory with hazard lights turned on. Use of banksmen to guide delivery vehicles
Collision with children or visitors beside the site	Any visitor to the fields beside the trackway and crew operatives driving to site	Relatively few people are likely to be around us when any traffic movements are taking place There is no pavement on the side of the road we enter on so this will minimise the risk of meeting pedestrians walking beside where we would enter	Placement of construction signs warning of works close to the site entrance Approaching the construction site entrance drivers to switch on hazard lights When on the haul road drivers will reduce speed to a crawl and only move with the aid of a banksman
Delivery Vehicles getting stuck on site	All delivery vehicles and site crew vehicles	The approach to the site is mumbles road, immediately this is left, drivers will be on a temporary steel trackway	Use a banksman in and out of site and ensure drivers stay on the haul road Request delivery drivers to turn around when in site and drive back out of the site on the haul road facing forward
Delivery vehicles cannot gain entry due to parked cars	All delivery vehicles and site crews	While there are NO no parking signs beside the site ,or road markings prohibiting parking, cars do NOT park on the road here	No further action required other than placing a sign on the heras fencing at the entrance to the haul road

		because of lack of space to do so.	stating not to park in front of the gates
Delivery vehicles damaging buried services	The owners of the buried services	The site has had services checks carried out and all known services have been identified and the invert levels are known. The site has also been CAT scanned to verify the positioning of services, and they match the records received with no others on site identified that were otherwise unknown	To further protect the services Aluminium track way will be laid over these service runs (only in one position)
Keeping the highway free of site generated mud and debris	All road users	A temporary aluminium trackway will be laid to ensure delivery and egress routes will remain clean	A water bowser and pressure washer will be on site to clean any delivery vehicle wheels if it is needed to be don to protect the highway.
Control of traffic while delivery vehicles are exiting the site	All traffic using Mumbles road at the time of egress from site Of any vehicle	A qualified Banksman wearing PPE will be controlling entry and egress of delivery vehicles Copies of training certificates have been provided to Dean Howard Swansea Council's Street works and Winter Services Manager	Banksmen will utilise chapter 8 STOP GO boards to control motorists on Mumbles road while the vehicles are exiting the site
Contractor vehicle parking and material storage – ensuring there is no disruption to local residents	All members of Maverick and local residents	Crews will share vehicles to get to site Crews are not permitted to park on the road	No further control measures needed. There is adequate carparking within the site for all our crew and for material storage, materials will be unloaded within the site also.
Emergency Contact details	Anybody with the need to make emergency contact with the contractor	Adequate signage giving emergency contact numbers will be displayed in various positions around the site attached to the heras fence line	The design and content of this board will be agreed with the client but an example board has been provided within this document
Adequate insurance for works on site is needed , specifically Liability Insurance for £10million		A copy of this insurance have been provided to Dean Howard- Swansea Council's Street Works and Winter services Manager	
Damage to the highway or kerb stones at entry / exit point	Users of the highway	A photographic condition survey will be taken by maverick prior to the commencement of works of the approach to and the entry point to the site	Damage is not expected to take place however the site crew will be instructed to monitor the condition of the approaches and should damage become evident they call contact the office

			to seek advice on what they should do to remedy it
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Build Timeline

The build is expected to take approximately 16 weeks. Exact timescale and build timeline will be completed once the start date is agreed as timings will depend on the time of year when the build is to be completed. Optimum time periods are during Spring or Autumn but work can take place at any time throughout the year.

Area of Land Needed

The preferred site for the Skatepark is on part of the area of land identified by Swansea Council in the PIN notices as Land around the Skatepark, West Cross. The build will require a total of 748 sq. m. It will run from, and include, the land currently occupied by the Skate ramp and will extend West to include the area that is currently tarmacked. An area of land surrounding the Skatepark will be used for picnic tables and benches, a bike stand, water fountain and litter bins. The whole area will be landscaped using a wildflower grass mix that has been specially mixed to suit the Gower landscape and climate.

MCC has costed in for landscaping and maintenance of the whole PIN area, which is 2.5 acres, as identified on the map below, and will take responsibility for the whole area if that is Swansea Council's preferred choice.



	<p>6 - Skate Park - 2.5 Acres</p>	<p>© Crown Copyright and database right 2018 Ordnance Survey 100023509</p>
<p>Page 12</p>		<p>Scale 1:1250@ A4</p>
<p>Hquantum/estates/Geoff</p>		

What will it look like?

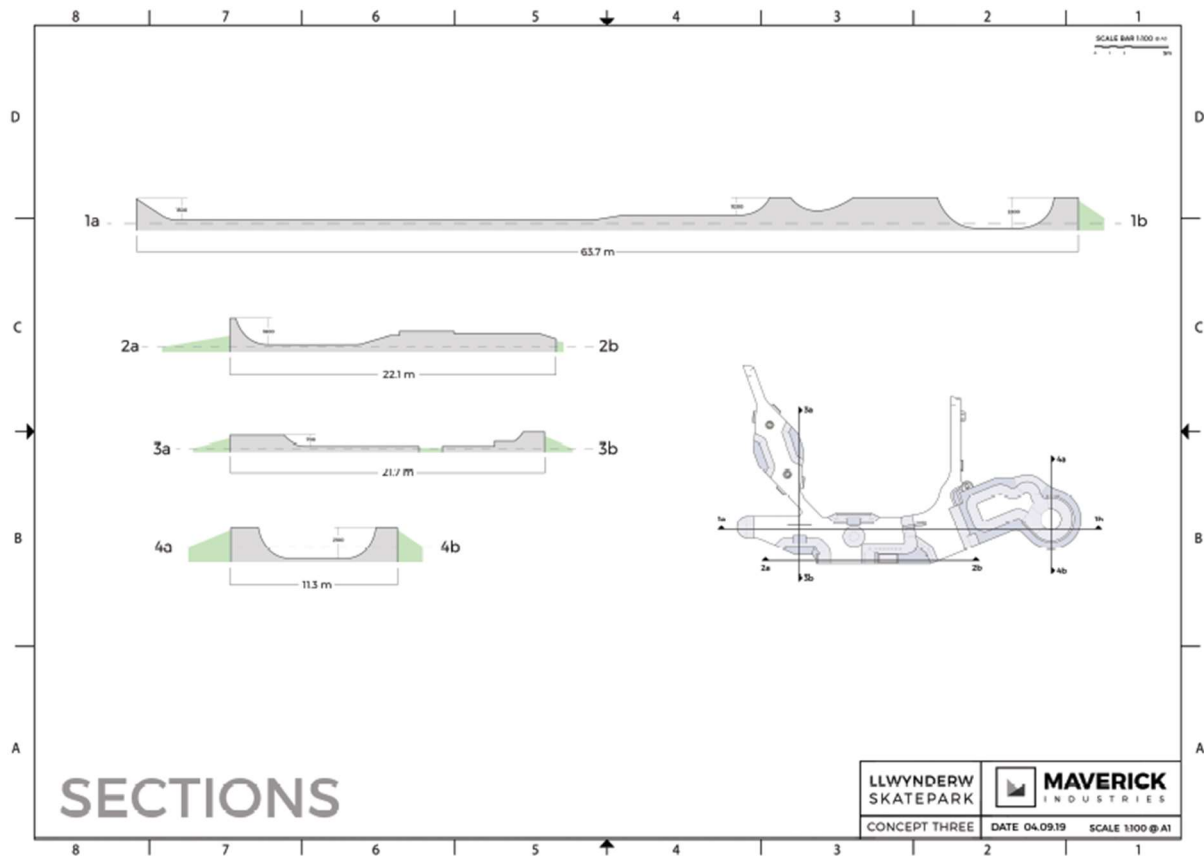
The site will be landscaped with a meadow grass wildflower mix (Gower Mix) and will be protected from the road by a **hawthorn hedge fronting a 1.2m fence extending the full length of the site**. The Skatepark itself will be sympathetically banded allowing grass to grow up to the edge of the platforms and designed to take advantage of the natural topography which will further disguise its existence to other park users and members of the public not interested in skating.

The skatepark itself will be constructed from free form spray concrete with - in certain areas - narrow (25mm box section) galvanised steel edging to prevent chipping and it will be finished in a neutral and light grey colour but with flashes of colour for aesthetic purposes.

The site will be enhanced by a drinking fountain, picnic table seating, and footpaths with wheelchair accessible chicane entrances on the promenade entrances.







Design Development

The final design for the Skatepark has been developed over 18 months to ensure that all interested parties - residents, Skateboard groups, all local schools – had an opportunity to input into it through public meetings and consultations and questionnaires and surveys. We also were able to incorporate BMX facilities taking advice from a member of the UK Olympic BMX team and full disability access with advice from the Wheelchair Motocross World Champion. This has inevitably added to the cost but MCC were committed to ensuring that the Skatepark could be used by all ages and abilities as well as providing a world class facility in keeping with the iconic location. The siting has allowed for most of the Skatepark to be set below the site line from Mumbles Road, thus minimizing the impact (see drawings above).

To ensure that users are not tempted to be dropped off outside the site, there will be a low hawthorn hedge running along the road side of the site preventing people accessing it directly from the road.

Part 2

Our vision

Who is it for?

The primary intended users are residents of the MCC area and ensuring it is accessible from across the area was one of the key requirements of the location. Many people, including children from three of the local primary schools, are within walking distance and its location on the prom will also allow for people to safely reach the site without having to walk or skate along busy roads. There are also bus stops on Mumbles Road and a zebra crossing allowing easy access by public transport from Newton and Mumbles. The Land Train also passes by during the summer months providing access from Mumbles and St Helens prom.

It should be noted that facilities such as these are not solely aimed at older children and young teenage boys. Wheeled sports arenas attract users from every demographic including wheelchair users who can interact on positive and equal terms with non-disabled users. Popularity of scooters remains high enables first time Skatepark users to explore the use before moving onto skateboards, BMX bikes or inline skates. There is also a vibrant scene within the UK for more mature users who have recently rediscovered “skating” with the advent of high quality wheeled sport arena provision and finding people in their forties and fifties riding the park is not unusual.

The accessible location will attract users from further afield and public transport from the City centre and parking at Blackpill will enable Swansea residents and tourists to reach it easily.

Social Impact and Safety

Well documented evidence from Police forces around the country attest to the fact that wheeled sports facilities such as the one under consideration are a contributing factor in reducing youth nuisance crime figures and developing social inclusion amongst a group of people who could be otherwise viewed as outsiders. Young people will see it as a meeting place where they can ride the park, chat and generally ‘hang out’ in a place they can call their own.

In addition, the provision of such facilities sits well with the Government’s strategy of getting young people out of an indoor and on-line gaming environment and into real outdoor physical activity. This supports the **Sport Wales Community Sport Strategy 2012 - 2020** as well as **Swansea Public Services Board, Local Well-being Plan** which has as one of its actions to engage the population in healthy outdoor recreational activities by providing them with modern and exciting facilities to use. Wheeled sports arenas are one of the few leisure activities which bring together all the socio-economic groups to play together.

A criticism often unfairly levelled at such facilities is that they will encourage youngsters to drink and take drugs. Anecdotal evidence suggests the opposite of this is true in a modern facility. The local police are fully on board and supportive of this project and will continue to monitor use of the site and deal with any anti-social behaviour should it arise.

The current Skate ramp has been in place for over 20 years and vandalism and anti-social behaviour has been minimal. The new Skatepark has safety built into the design in that there are no 'hidden' areas. It will sit between a busy road and the Promenade where walkers and cyclists pass by frequently. The mix of ages will also contribute towards the Skatepark being in the main self-policing and the newly formed Mumbles Skatepark group is primarily made up of older, experienced skaters who have taken it upon themselves to act as 'Guardians' of the Skatepark and will be regularly in attendance and plan to organise litter-picks, activities with the younger skaters and organise events and competitions.

Community and Economic Benefits

Feedback received by Maverick from other towns where Skateparks have been built indicates that the provision of a skatepark has a wider economic benefit to the area with all businesses near to a wheeled sport arena reporting increased sales. Past experience shows that a new park addition will attract "Skate Tourists" with a user demographic that will often mean they do not drive themselves. It is common for families to arrive in a town having dropped off the skater or skaters and spend the day shopping, sightseeing, eating or drinking and so on before collecting their child and going back home several hours later.

At a presentation of the Well-being Act held in Swansea in 2018, the presenter stated that skateparks were very good for the local economy. Where families have keen skaters they are more likely than not to choose a holiday in a location where there a decent skatepark for their children, while the rest of the family use other local facilities and attractions.

Insurance

Mumbles Community Council will ensure that all the necessary insurances are in place for the Skatepark and the land surrounding it.

Maintenance

Maverick will guarantee the Skatepark for 15 years and the design is covered by a £2m professional indemnity insurance. They will conduct an annual condition survey and will respond quickly to any reports of damage. During the first six months of use and on-going during the summer months, when visitor numbers will be at their highest, Mumbles Community Council will undertake weekly inspections which will be logged. During the winter months these will be monthly. There will also be £6,700 budgeted annually representing 2% of total replacement costs to ensure that any major landscaping and

repair/replacement work required can be fully funded. For full details see Annexe 7:
Maintenance and Guarantee Statement.

Costs

Minor repairs, graffiti removal and annual deep cleaning will be the responsibility of MCC. The only other on-going costs are grass-cutting, landscape maintenance and bin emptying. Swansea Council have quoted £3773 annually for this service, although this provided for 14 cuts per year. Due to the wildflower meadow grass to be used (Gower mix) it will only require cutting a maximum of 6 times per year.

SuD's maintenance is estimated at £1355.97 annually. Exact final annual costs should be available from Mr Dan McCauley, Swansea Council. Replacement costs are costed into the annual sinking fund which will cover all major repairs, replacement or refurbishment works during the lifetime of the project. The Sinking fund is 2% annually of total build costs.

We are confident that all the above costs will be covered by Fundraising (see below) but MCC has already committed to holding a contingency fund of £12,689 annually (adjusted in line with RPI) budgeted for within the annual budget of the council. Any shortfall in income generation to provide the gap funding of £1,256.67 (£7,256.67 in Yr1) will be met from the annual budget of the Community and Social Well-being Committee, or the Council contingency fund.

On-going costs per annum

Grass Cutting (Swansea Council contract 6 per year max)	£563.70
Bin emptying (156 occasions, Swansea Council contract)	£2,402
Annual hedge cutting and tree pruning (Swansea Council Contract)	£150.00
SuD's and Swales maintenance estimate (Swansea Council Contract)	£1,355.97
Annual Inspections (RoSPa Play Safety Ltd)	£400
Cleaning/painting/general maintenance	£2,000
Graffiti removal	£150
Sinking Fund representing 2.5% of build cost (expected minimum 25 year life)	£6,700
Insurance	£224
One off contingency fund to address potential parking issues (Yr 1 only)	£6000

Fundraising

MCC have already been approached by a local business interested in sponsoring the park. No figure has yet been agreed.

Local annual business sponsorship to include advertising opportunities on the park, social media and internet promotions linked to the park and naming rights for some events held at park.

All amounts are estimates at present but we feel confident these amounts can be achieved.

Main sponsor annually 12 x payments of £350
£4200

Secondary sponsors (smaller one off support from local businesses)
£1500

Revenue from events (organised by the skaters)

Annual national event for x 100 participants at £5 each £500

3 smaller local events x50 participants at £3 each x 3 events
£450

Potential revenue total MCC
£6,650

See Annexe 8: **Mumbles Skatepark Association - Fund raising plans** for additional local fundraising initiatives

Our aim is wherever possible for the skatepark to be `self supporting` for costs and maintenance.

Revenue from Grants will also be explored.



MUMBLES

DESIGN

ACCESS

STATEMENT

List of Contents

P3 - Opening Statement

Design Process

Assessment

P4 – Process sub headings

P5 – 6 Contextual setting

P7 - Architectural Heritage

P8 - Social impact

P9 – 10 Economic Benefit to the community

P11 – 16 Relevant Planning Policy Statement and localised planning permissions in place

Involvement

P17 – 20 Consultation Process

Evaluation

P21-24 - Evaluation Statement

Design

P25 – 26 - Interpretation of Design Brief

P27 - Engineering Detailing Statement

P28 - Design Detailing Explained

P29 – Mumbles Skate Park Detailed Design Statement

Access

Access statements

P30 – 33 Access by Public Transport

P34 -36 - Access by Car and Car Parking

P37 - Access by Foot

P38 -39 - Access for Construction Traffic

P40 - Access by Bicycle

Existing Services Statement

P41

Flood Risk Statement

P42

Geological Report

P43

Tree Survey, Lighting Strategy & Construction Environmental Management Plan

P44

Additional works proposed

P45 -46

Pictures of the Site and Surrounding Areas

P47 -49

List of Appendices

P50

Opening statement

This statement will explain in pictures and words how the development will fit in with the surrounding land and existing facilities, as well as the rationale behind the design process and the public engagement programme undertaken by Mumbles Community Council, along with the community and user group who will be helping to raise the money for the facility. Prior to arriving at this point in time.

It is part of a regeneration programme for the area as a whole, and specifically to improve the facilities for an age group who are under served currently in their field of interest. A by-product will be to widen the appeal of use to interested parties and to offer the community a modern and highly functional wheeled sport arena.

Its position sits on a grass strip that is between the promenade beside the sea and Mumbles Road. The site is already home to a Half Pipe and tarmac pad, which acts as Mumbles' only skate facility. Trees and bushes are scattered around but as we will later go on to elaborate, the plan is to incorporate many more to soften the visual impact of the new design.

In addition to the enhanced planting plan, a drinking fountain, seating, and footpaths with chicane entrances will be specified. In line with the guidance notes in the Pre-App return, the promenade will be widened where suggested to ensure compliance is guaranteed. Details of all of this will be provided within the relevant sections of this document.

The skatepark itself will be constructed from free form spray concrete with - in certain areas - narrow (25mm box section) galvanised steel edging to prevent chipping and it will be finished in a neutral and light grey colour but with flashes of colour for aesthetic purposes.

A spray concrete skatepark is significantly and demonstrably quieter in use than those built in other materials such as steel, wood or skatelite. Indeed, the existing Half Pipe falls into this latter category and will be decommissioned as part of the replacement programme. The new park itself will be sympathetically bundled allowing grass to grow up to the edge of the platforms and designed to take advantage of the natural topography which will further disguise its existence to other park users and members of the public not interested in skating



Design Process

The design process has been broken into the following headings for clarity

Assessment

Involvement

Evaluation

Design

This will enable planning officers to reach an informed decision on the public engagement process and the Mumbles Community Council's assessment criteria on the choosing of both location and the ultimate design.

Assessment

Contextual Setting

The overall site covers an area of approximately **30,206 m²** which is predominantly given over to open grass land, trees and hedging, informal pathways, and an existing skate facility. The new wheeled sports park has a build area of only **748m²** (including the link paths)

Measure an Area



Area Output

30206.324 m²
0.030 km²
7.464 Acres
3.021 Hectares
325138.164 Feet²



Its relatively small footprint when taken as a percentage of the green space surrounding it, is viewed as being proportionate and in keeping by the council and will not impact adversely on anyone using the park land who has no interest in riding such a facility.

Far from it indeed, this proposal will improve the whole aesthetic approach of a skatepark within a green environment that shares a greater space with differing facilities.

Given there is a Half Pipe and tarmacadamed area already on the site, there is a group of youngsters who are already using the facility for what it is and are keen to see it updated.

It should also be noted that the relatively close proximity of the Blackpill Lido (opens in May and continues until September) and Swansea Bay Land Train (the latter runs from July through to September) fits perfectly with the demographic this wheeled sport facility is intended to cater for and likely to attract.

(Please refer to Appendices 1.0 – 1.7: the attached visuals for specific detailing on dimensions, footprints, access routes and heights etc of the elements that will be new)

Architectural Heritage

Llwynderw is a small area of green space which runs along what locals call “the prom” and is located between West cross and Mayals.

To the North of Llwynderw – approximately 1.5 miles - sits the Swansea University Campus and Singleton Hospital and sitting beside that, one will find housing that is typically, densely built, multi-coloured rendered two storey dwellings in a terraced format.

Around the centre of Mumbles houses tend to be a mixture of older, yet modernised and very much typical of seaside Welsh towns and villages, often rendered and painted in pastel shades with wood features. Some are even fully clad in wood and painted.

On Mumbles road itself in and around West Cross, the houses facing the seafront are sometimes quite substantial but often very well hidden with considerable amounts of planting which helps hide the houses when viewed from the road. These too are a wide range of styles and ages and the topography of this area of land has raised the majority of them onto a raised elevation in compare to Mumbles Road itself. Immediately opposite the proposed site, these houses are very much hidden by banked and planted terracing as can be seen by this picture.



Generally, there is a mixture of predominantly privately owned properties, as well as some social housing in West Cross offering a mixture of flats - including sheltered - bedsits and bungalows.

Blackpill Lido and Junction Café sit within walking distance of the proposed park on effectively the same stretch of land this replacement facility will be positioned, as does the Texaco Petrol Station and convenience store.

City and County of Swansea buildings are only 200m from the intended site.

With the area having so many architectural influences and the fact that we believe the proposed development will not be seen to be out of step or keeping with the area. We trust the planners will also view this submission in the same way.

Social Impact

Well documented evidence from Police forces around the country attest to the fact that wheeled sports facilities such as the one under consideration are a contributing factor in reducing youth nuisance crime figures and developing social inclusion amongst a group of people who could be otherwise viewed as outsiders. In addition, the provision of such facilities sits well with the Government's strategy of getting youngsters out of an indoor and on-line gaming environment and into real outdoor physical activity. This is set out in **Sport Wales Community Sport Strategy 2012 - 2020 as well as Swansea Public Services Board, Local Well-being Plan** It is this latter document that ties in the proposal at a county level, with the aspirations of engaging the population in healthy outdoor recreational activities by providing them with modern and exciting facilities to use.

However, it should be noted that facilities such as these are not solely aimed at 8 – 16 year-old boys. With the popularity of scooters remaining as high as ever, their use in such parks broadens the user base even further by enabling first time park users to explore the use before perhaps moving onto skateboards, BMX bikes or inline skates. Wheeled sports arenas attract users from every demographic; boys, girls, men and women, fully-abled users through to those less able, occasionally including wheelchair users who are often found enjoying the facilities and interacting in a positive manner. There is also a vibrant scene within the UK for more mature users who have recently rediscovered "skating" with the advent of high quality wheeled sport arena provision and finding someone in their forties or fifties riding the park will not be an unusual sight. This will also act as a draw to youngsters as a meeting place, to ride the park, to chat and generally 'hang out' in a place they can call their own.

A criticism often unfairly levelled at such facilities is that they will encourage youngsters to drink and take drugs. Anecdotal evidence in fact suggests the opposite of this is true in a modern facility. The local police are fully on board and supportive of this project and will continue to monitor use of the site and deal with any anti-social behaviour should it arise.

We have as just mentioned the direct support of local PCSOs who work in the area and we know that the Police Service throughout Dorset support the provision of such facilities and this is highlighted by the following appendices.

(Please refer to Appendix 2.0: Dorchester Police Press Release, Dorchester Skate Park and the subsequent drop in youth antisocial behaviour figures & 2.1 Letter from Inspector Fry)

Economic benefit to the Community

It is envisaged that with the provision of a skatepark it will prove to be beneficial to all the businesses that are near to the wheeled sport arena's location. We know from past experience that a new park addition will attract "Skate Tourists" and with a user demographic that will often mean they are unable to drive themselves. It is very usual practice for families to arrive in a town having dropped off the skater and spend the day shopping, sightseeing, eating or drinking and so on before collecting the boy or girl and going back home a number of hours later.

At a recent City of Swansea training course on Future Generations and Wellbeing, we were asked what we were doing to help our communities develop. Our MCC group answered that we are going to build a skatepark. The lecturer pointed out the usual more obvious points, yes it was good for the physical and mental health of those using it. But, more significantly, it was brilliant at bringing together **all** the socio-economic groups to play together. That last one according to our lecturer was a rarity.

What surprised us most was she went on to say that skateparks were very good for the local economy. In MCC research, Mums said that they always picked holidays with an eye to having a decent skatepark nearby for their children, no skatepark and the family choose somewhere else.

Even Cornwall and Devon know beautiful beaches and countryside is not enough to cut it, when you have a family holiday everyone expects a range of activities, and skateparks are on the top of their wish list. Cornwall and Devon have both invested heavily in skateparks because they know what it means for their tourism.

We know that a new skate facility increases visitor numbers by these skate tourists hugely and there will be a real and tangible financial benefit to the town once it goes ahead.

The rather unique spin off here is the fact that The Mumbles is already a destination for holiday makers, being the gateway to the Gower Peninsula's coastline and its fantastic beaches. The addition of a state of the art skate park can only increase the popularity of the area to potential visitors.

The provision of a new skate element will not increase the value of the land upon which it sits or is contained within per se, as it can only be used for leisure and recreation, however its provision will ensure the park is seen to remain alive and a vibrant part of the community.

In the Summer of last year, Maverick built and handed over a skatepark in Newquay. This was of a size that was intended to attract visitors and skate tourists from afar. We are led to believe from data acquired by the council that this facility is now the number one tourist attraction for the town.

While we cannot state this will be replicated in Llwynderw specifically – the respective sizes are quite different – we are confident in stating its provision will bring a tangible economic benefit to the town.

Of course we cannot discount the economic benefit that will be felt throughout the construction process, a significant amount of materials will need to be sourced locally and all the build crew members will stay as close to the site as possible bringing cash to the providers of accommodation and food and drink outlets.

There is also the potential for a youngster to be taken on locally to be given an apprenticeship experience with us. This is a scheme Maverick have run successfully elsewhere and will be explored directly with MCC.

Relevant Planning Policy Statements

Over the last two years Mumbles Community Council has undergone a number of major changes and improvements in the way we work. Every plan made is guided by Welsh Government's "Well-being of Future Generations Act." As is City of Swansea.

These are not just plans that sit on a shelf. MCC is pro-active in delivering the initiatives in our 5-10 year plan.

- For example:
We invested heavily to ensure the Santander bike scheme didn't fail.
- We're installing a covered bike hub to get families out of cars and cycling into Mumbles.
- We are providing a water filling station in Mumbles.
- We are working with local activists on pop-up-stalls to discourage the use of single use plastics.
- We help finance the regeneration of local parks.
- The skatepark is the biggest embodiment of all our principles in one project.

The following extracts from Planning Policy Wales (Edition 10, December 2018) (PPW) are of relevance:

General:

A Resilient Wales is supported by protecting existing communities and natural environments while promoting well connected infrastructure and facilities closer to where people live. Good housing, access to services, green spaces and community facilities help to create the right conditions for better health and well-being. A more Equal Wales can be achieved by recognising the strengths of existing communities and securing socially inclusive development, so they become desirable places in which to live and work for all members of society.

Coastal Areas:

6.5 The main planning principles for coastal places, which reflect the principles of Integrated Coastal Zone Management, are to support urban and rural development whilst at the same time being aware of, and appropriately responsive to, the challenges resulting from the dynamic interaction of natural and development pressures in coastal areas. Planning authorities should clearly establish what the coast means for them and develop, or apply, specific policies through their development plans which reflect the characteristics of their coastlines. For some authorities this may mean identifying areas likely to be suitable for development as well as those subject to significant constraints and considered to be unsuitable for development.

Supplementary Planning Guidance (SPG):

SPG relevant to the proposed development, which are available to download in full from the www.swansea.gov.uk website are as follows:

Swansea Bay Strategy (Adopted 2008) – places focus on a unified, high quality contemporary waterfront which extends from Mumbles in the west to Taw Riverside Corridor in the east. Policy BW1 focuses on creating a high quality, contemporary waterfront park between St Helen’s and West Cross, which will become an important destination central to the bay.

The following guidance has also been prepared, but not yet adopted as SPG:

Swansea Seascape CBGSB Final report - provides guidance regarding visual seascape impact, setting out matters to be considered when appraising the potential effect of development in this regard.

The Development Plan for the City and County of Swansea (adopted February 2019) following policies within it have been interrogated and are mentioned as being integral to the importance of this proposal from a policy direction standpoint.

PS1 – Sustainable Place

PS2 – Placemaking and Place Management HC1 – Historic and Cultural Environment

SI1 – Health and Well-being SI2 – Providing and Safeguarding Community Facilities and Locally Important Uses

ER2 – Strategic Green Infrastructure Network ER8 – Habitats and Species

ER11 – Trees, Hedgerows and Development

TR1 – Tourism, Recreation and Leisure Development

TR2 – Developed Coast and Waterfront

T1 – Transport Measures and Infrastructure

T2 – Active Travel

T7 – Public Rights of Way and Recreational Routes

RP1 – Safeguarding Public Health and Natural Resources

RP 2 – Noise Pollution

RP3 – Air and Light Pollution

RP5 – Avoidance of Flood Risk

Policy TR 1 refers to ‘leisure’ based developments whilst TR 2 refers to the ‘developed coast and waterfront’ in respect of future development. TR 2 sets out a list of locations which includes ‘Key destinations around Swansea Bay and states:

“Development of new visitor facilities and attractions, including proposals for sustainable recreation activities, will be permitted at the following coastal and waterfront locations, provided that they are of a scale and design that respects sensitive natural heritage, landscape, seascape and historic environment interests:”

'Key Destinations are referred to as being: Maritime Quarter/City Waterfront, St Helens, Sketty Lane, Blackpill Seafront/Lido and Mumbles Seafront, including Oystermouth, Mumbles Pier and Foreshore. The supporting text to the policy states:

“Between these areas the emphasis is on safeguarding and enhancing the environment of the Bay and other waterfront areas. Regard must be had to relevant adopted SPG documents relating to these destinations, including the Swansea Bay Strategy.”

It can be noted that the Adopted SPG 'Swansea Bay Strategy (Adopted 2008), is now somewhat dated, however, developments for leisure/tourist related facilities envisaged in that SPG are primarily clustered together at Blackpill Lido and Mumbles.

In terms of other relevant policies Policy PS 2 (Placemaking and Place Management) and Policy SI 1 'Health and Well-Being' of the LDP are of relevance in relation to ensuring that developments enhance the quality of places and spaces.

Swansea Public Services Board – Local Wellbeing Plan: This builds on the Well-being of Future Generations (Wales) Act 2015 which has seven well-being goals, the third of which is termed “A Healthier Wales” – A society where peoples physical and mental well-being is the best it can be. A society where choices and behaviours that benefit future health are understood.

Three of the four key strategy areas in this policy are deemed to be particularly relevant:

Early Years

Live Well, Age Well

Working with Nature

Strong Communities

We find that this proposal sits neatly within these remits. The MCC Community & Social Wellbeing Committee (which is the steering group for this project) aims to provide opportunities for all members of the community to have access to and participate in activities that enhance their physical and mental-well-being. To ensure that all the work of the committee adheres to the sustainable development principles of the Welsh Government Wellbeing Act.

The key objectives identified are thus:

- a. To identify ways in which the Community Council can provide opportunities for all members of the community to participate in outdoor and indoor physical activities
- b. To work with local sports and social clubs to enable them to improve facilities and increase participation.
- c. To ensure that all sporting and leisure activities address the needs of all ages and abilities, particularly older people and those with disabilities

- d. To develop new ways of reducing loneliness and isolation within the community
- e. To work towards an integrated transport strategy that encourages more active travel, e.g. safe walking routes, bike hubs and cycle paths
- f. To explore the potential for community asset transfers of recreational and leisure facilities.
- g. To encourage positive engagement with young people and youth groups.

**Implementation of the Health and Wellbeing Strategy through skatepark provision:
A strong in mind and body future generation.**

Mental health and physical wellbeing in children and young people is increasingly being flagged up as a serious issue. This has been identified by CoS as one of their main concerns. Even with current CoS resources, plus the natural resources of the sea and Gower on the community's doorstep, disaffected youngsters is still an issue.

Research into the amount of exercise that youngsters should have has shown that we are facing an obesity crisis and will soon see the longer-term secondary impact on service provision, which will be beyond the management of the NHS.

A recent BBC article emphasised that more children are chronically obese by the time they reach secondary school than ever before. This was unheard of even a generation ago. Our children are not in a good place physically and this in turn can impact their mental health and wellbeing.

The modern world does not lend itself to the kind of nurturing that young people need, they are put under so much of the wrong type of stress, which fuels anxiety and worry which can have that distinct effect on mental health, along with their physical health.

We know that young adolescents need to get plenty of exercise, however, when they get to be twelve plus (secondary school age) sport becomes more competitive and schools, clubs and parents can sometimes replace the love and need for exercise with striving for excellence, or being part of a successful team rather than on the fun and enjoyment of just doing it.

Traditionally, organised team sports like football, rugby and netball start to be about how well you play, rather than having a kick about and a game with friends. Teachers can sometimes make matters worse by always needing to pick the most talented children for competition, leaving a large proportion of this age group feeling that sport is not for them. Skateboarding is an absolutely perfect replacement for such activities.

Our youth have also become more isolated than the last generation, in part due to the rise in social media and are far less likely to develop meaningful friendships and positive peer groups.

An antidote or inoculation against this could come from a skatepark- a shared outdoor space where they can feel welcome and safe and are allowed to be themselves whilst still challenging themselves. Engaging in physical activity, which is both challenging and social,

gets them outdoors, in the fresh air and away from computers, social media the confines of home is a positive. We found during our extensive research that skaters of different ages tell many stories, give many personal accounts, of youngsters who found a home, a safe environment to grow up, within the skating community, which they hadn't found either at school or, unfortunately, at home. We were unashamedly told that this peer group and the advice and company of older respected skaters had, quite simply, saved them. Respect and trust were words used again and again.

Our PCSOs gave MCC perhaps the most telling piece of information. The youngsters they speak to have revealed that what they mainly want is a safe place to meet. A place to feel safe.

The NPPF interpretation

The National Planning Policy framework maintains the 'town centres' first approach, which means that new shops and leisure developments should look for sites in town centres first which this proposal clearly fulfils as ensuring the vitality of town centres and promoting healthy communities form key indicators to achieving sustainable development.

We hope to prove throughout the rest of this document, care has been taken to ensure the overall design fits in with future and existing planning objectives. An aesthetically pleasing addition to the park that enhances existing leisure facilities can only be viewed as being beneficial for Mumbles and we trust you, from a planner's perspective, will see it in the same way.

Planning permissions in place around the site:

We have carried out a search on the Swansea Planning Portal and the latest significantly sized housing planning application we were able to find dates from March 2015, (2015/0600) which was Pre-application for the construction of 10 dwellings at 310 Mumbles Road, which is 1km to the South of the site. With no further applications from the applicant apparent and the notes from Highways indicating considerable changes would be needed to support this proposal, it is therefore deemed to have no impact on our proposal since it appears to have been abandoned.

There are additional applications for extensions and smaller works in West Cross, but once more we cannot see any of these being detrimentally affected by this proposal

We are also aware that a new carpark on Mill Lane – just up from Clyne Gardens – has just received planning permission and this is easily walkable to the site.

Involvement

Consultation Process

The desire from local riders for a replacement facility for the existing mini ramp / half pipe has been known by MCC for many years but the consultation process has really only in the last two years really come of age.

This coincided with the grateful involvement of a group of more mature and very motivated riders who really wanted to make this project happen. It was the engagement process that was run by them in conjunction with MCC that has led to the design presented in this application.

It started with a PACT (Police And Community Trust) meeting, where there were complaints about some teenagers causing trouble, hanging around and damaging property in the Mumbles area. The question arose - what can we do, as a community council, to appease the adults, distract and engage the youngsters and turn a negative situation into a positive one?

We started to research and found out that the Police see skateparks as a force for good and one they can easily engage with. They can pop in during regular patrols, talk to the young people there, watch the skateboarders perform and get to know young people in a way that is not confrontational. They can offer advice and get on first name terms, which is a positive for both sides. Not surprisingly, there is documented proof, that a well placed, well designed, visible skatepark lowers the youth crime rate, along with a decrease in anti-social behaviour. So from the start, for these reasons, the need for a skatepark seemed an avenue for us to explore.

MCC immediately sought the advice of the top skatepark builder in the country. They did a site visit at Llwynderw and advised that the half-pipe on the site is past its expected lifespan and needed to be replaced as a safety issue. They had no financial incentive for this appraisal. It is their professional, expert opinion.

The meeting in the Ostreme centre

MCC had thought that it might be wise to ask a few adult skateboarders to our Community and Social-wellbeing Committee Meeting, so it sent out invites to some of the local skateboard and surfing community. We were amazed at how many people responded, saying they would most certainly turn up to have their say. We quickly realised that we would need a bigger venue than our little Community Council Office, so we booked the Ostreme centre. The room was packed out. The meeting was an eye opener, here were so many adults, saying that they travelled great distances from Swansea and Mumbles to Skateboarding parks across the country. They have children who also skateboard. They travel across the country, choosing to spend money elsewhere doing this because there is nothing here for them. This is such a missed opportunity for the community and commerce.

We talked to many groups of older citizens who use our community centres. They were instantly supportive. "Give them somewhere to go and something to do."

The consultation process covered every known aspect of skate park provision; location, style, heights and make up of park features as well as including items that were seen to be desirous by the council. The latest of which was the water fountain.

Why Llwynderw?

Siting the Skatepark at Llwynderw is not an arbitrary choice, it is a well researched decision. When deciding the most ideal site for a new skatepark MCC identified and researched all possible sites within our boundary. We and the users wanted a site which is accessible on foot, by cycle or skating. We acknowledged that parking needed to be addressed.

Present Skatepark site at Llwynderw

This is a tried and tested site. There is no history of vandalism or poor behaviour.

Our tender document stated:

After extensive public consultation, MCC has identified that it is looking for an exciting and dynamic Skatepark, suitable for skateboards, skates, scooters and BMX use, in the area of land immediately surrounding the existing half pipe and asphalt 'basketball' area, between the main road and the promenade path.

The Skatepark should have a design that is workable and yet distinct and represents Mumbles and the history of wheeled sport in our area. The design should also be sympathetic to the beauty of the area and the views, enhancing and adding character to this area of the promenade.

We made it clear that the design should be zoned for the use of experienced users, learners and young children.

Alternative site considerations:

Langland tennis courts

A motion was passed by MCC that they would only fund the refurbishment of the tennis courts for tennis. No other sport or activity. So that was out.

Underhill Park.

The planned development of Underhill was already about 4 years in discussion with no sign of a plan or lease. We decided that we couldn't wait another 2 years for them to get organised. During this time with joint meetings of MCC there was never any suggestion from the body organising Underhill that they wanted the skatepark to be considered for their site.

Limeslade carpark

The car park is not owned by one single body. Negotiations would have been difficult plus the fact that it could possibly mean increased traffic through Mumbles, which is what MCC is striving to address and avoid.

Mumbles Tennis Courts

These had to be ruled out because of the uncertainty of future uses.

Village Green at West Cross

Local councillors are already in talks with the local business community about building a park in front of the shops. These are the people traders want to attract. Residents above the shops and further along the road do not want a skatepark on the green. There is also a large gas pipe-line which runs across the site. It is therefore not possible to sink a bowl into the green.

Blackpill

The sea-ward piece of land, opposite Blackpill Garage was discussed. At first glance it seemed a good location. Away from the road and good sight lines. However, this is part of the Blackpill nature reserve. It is a safe place for Ringed Plovers and Oystercatchers. It is partially a triple SSSI site. Local naturalists made it clear that they would mount a lengthy campaign against building on this site. We canvassed widely with the families who use the Lido. We repeatedly heard, "It's an accident waiting to happen." That area is designed for tiny tots and buggies, prams and tricycles. Families were very pleased that a skatepark was going to be built and very happy that it would be sited away from the toddlers, as they both need their own space.

MCC sees no point in asking the public for practical advice and then blatantly ignoring it.

The tender and wider engagement process

After putting out the tender and reading the subsequent plans and proposals, we were assured that all engineering difficulties could be managed. Now was the time for finding out what the rate payers of MCC had to say.

MCC realised that it had to set in place serious research vehicles to support the serious expenditure of public money. And test the public response to the Llwynderw site.

We used Survey Monkey for an initial canvass. This allowed us to ask people in our area what they thought of this particular idea and site and to find out how popular they were, or not. Respondents had to put in their postcode so we knew they lived in the area.

The result was astounding, a high percentage were in favour of a skatepark, they were also asked the questions, as to whether their friends and family would use it and also, did they think that the area on the seafront by the current skate ramp/ half pipe, would be a good site for a renewed skatepark. The answers to all three questions were a resounding, "Yes!"

In a one-week period the survey gave us:

48,224 Total Reach

1,849 Reactions Comments & Shares

15,918 Post Clicks

4,738 Photo Views

11,180 Other Clicks

Continuing our consultations, we went to speak with the young people in our local Junior and Secondary schools to find out what they thought.

For example, Mayals school was asked if they could ask their children's council the same questions and give us the results.

The Headmaster responded. He explained that this was not good enough for the children as the children wanted to tell us themselves what they wanted from the skatepark and made it clear that they wanted to be involved in the project right from the start. They were asking for ownership of and partnership in the project. This was echoed in school after school.

And so it began. St David's school had the same attitude, yes, they would use the park and they had suggestions and designs for us. On visits to Llwynderw and Whitestone, they were passionate about a skatepark, they had specific designs they wanted and they gave us so many drawings! We promised to pass them on to whoever designed the skatepark. During the visits the teachers were so positive about a skatepark as a marvellous way to get children to do a physical activity they enjoyed that could become a lifelong activity. Grange School took over a complete Assembly time. Teachers remarked that children who habitually make no contribution to a discussion became involved. Parents who indirectly found out about the research began contacting councillors to make sure their voices were heard. Teachers and parents wanted a skatepark, they see it as a great addition to our local area.

All of the Secondary schools were contacted via Governors and teachers and all returned completely positive responses.

Going back to the parents and teachers who spoke to us, they said their children would gladly skateboard, skate, BMX, or scooter for hours, if they just had the space to do that. Mayals school were very excited about the prospect of taking their children down to their skatepark every Friday afternoon as part of their activities agenda. Suddenly, the amount of physical activity a child needs to achieve each day to be considered fit, could be within easy reach. This is one of the school's guiding principles, echoed in all of the schools, of helping to develop strong, healthy confident children and young people.

Detailed design meetings

The user group were also led towards a design that would be seen to be aesthetically pleasing to those in the vicinity who would have no interest in riding it themselves. At all stages of the design process this core group were involved in key decisions and kept informed with updated information that would influence the design.

As the design developed over the years, elements were incorporated or enhanced to ensure the park was going to be as widely accessible as possible to as many people as possible. This naturally is including those who are less able and would want to use the facility in their wheel chairs. It is this latter design requirement that led to the final design amendment at the suggestion of a young Welsh girl who is the current world "Wheelchair motocross champion" which would enable wheelchair motocross (WCMX) riders to be able to use the skatepark at Llwynderw and that was the widening of a number of platforms that would make using the park from a wheelchair user's perspective, easier.

A further example of this would be the decision to alter both paths from the park leading to the promenade and including chicane entrances. The group embraced the changes, immediately understanding the rationale behind their inclusion.

The engagement team has performed in an exemplary manner, the users genuinely feel like their views have been listened to and delivered upon and this is always key to having the main players in the design group emotionally engaged with the project. This is sometimes referred to as having "perceived ownership" of a scheme, and in this instance, it is exactly this that has happened.

Evaluation

It is clear from the consultation and engagement process that a mandate for the facility was set. Taking stock of the original idea, there are major positives for the welfare and well-being of the community, in that:

Police, private individuals and parents want an open access resource that will appeal to a broad section of the community and include young people who might drift into antisocial behaviour due to boredom and inactivity and the lack of a positive peer group and older experienced role models.

- Parents, teachers and children identify the need for access to a free, open air sports facility that can be used socially by individuals, families and groups.
- Skateboarding and wheeled sports (BMX, skating, and scootering) can provide individuals with self-improvement goals in both competitive and non-competitive arenas.
- A local skateboarding charity has offered to work with youngsters who would not normally have access to the sport or the equipment.

The additional benefit of a skate park:

It's an excellent place for young people to meet each other. It is now well documented that Social media is not the place to make safe, strong friendships.

Teens are shy, they can find it difficult to string a sentence together when strangers are involved. This means making new friends can be extremely difficult. Friends made on social media are not in any way as useful as physical tangible friends you can meet enjoying a shared activity. Boys and girls can find the whole interaction thing excruciatingly embarrassing, that's where a space like a skatepark comes into its own.

They can stand on the side-lines, in fact they have to wait their turn, they can talk about the person skating they can talk about their rig, they don't have to talk at all they can just be. This is an incredibly important resource, there are not many such spaces that offer such an easy opportunity for friendly social interaction. Yes, you may get camaraderie from other sports, but there's always the shadow of "them and us". The competition being the other team. The competition with skateboarding is more aimed at yourself.

It is supportive and empathic. One boy said during the engagement process, "I don't laugh when someone falls, 'cos I have fallen in the same way, we have the same bruises". This defines empathy and resilience; and explained in one sentence.

Location and construction

To locate the facility in a position and place that was acceptable to all – this includes residents who may not use that facility, but those who could potentially be affected by its provision. To make it multi-functional to all wheeled sport disciplines, for it to be made of free form concrete to facilitate the smoothest of rides and for it to be the quietest of mediums to be built from.

The design had to be aesthetically pleasing as well as reflecting the wishes of the user group and the execution of the build was to be done by the industry leader.

The council wished to make the design unique and aesthetically pleasing to both the skate community and any other park user. Fortunately, with the budget and space available there was little in the way of compromise that had to be resolved amongst the stakeholder group and the end design reflects the fulfilled wishes of them all.

Mumbles is strongly defined by our surfing, and skateboarding culture Beach Life!

Growing up 20 years ago, beach life culture influenced all of us in how we dressed, where we bought our clothes (Dave Frier)! It gave Mumbles its identity. It lent Mumbles a much needed glamour that we seem to have lost. This culture is still with us, it's just been pushed underground. We only need a really good skatepark to showcase it again. You only need to look at Cornwall and Devon to see how they embrace the skateboarding/surfboarding culture and how it pays them to do so.

Skateboarding will be an Olympic Sport in 2020

Swansea really could get some homegrown talent simply by giving the skateboarding, BMX community much better facilities. James Jones is a young man from Swansea. He is in the British Olympic team for Tokyo 2020. He had to leave Swansea to go where there were better facilities. It's sad he couldn't have stayed closer to home, and inspired others. He drove a 5 hour round trip to be at the Ostreme meeting and show his support for this project.

Self-policing spaces

MCC has been asked how it foresees the management of the site. There is not a single solution. Experienced skateboarders co-opted onto the MCC Community committee have advised that:

Experience has shown them that there will be self-management of the site. It is intrinsic to the design that vandalism of a concrete skatepark is not usual but can be managed through setting acceptable codes of behaviour and implementing them through self-appointed park "rangers" drawn from the user group themselves who are known and respected members of the riding community.

Skateboarders themselves will ensure that the site is respected. Any inappropriate behaviour is, apparently, quickly discussed on social media, so positive peer pressure will keep the site safe.

In Haverford West there is a "Gentleman's Club" of senior skaters who oversee or manage the site. We have been assured that a similar arrangement will operate at Llwynderw. We have seen in many meetings that mature skaters have total respect.

Local Junior school pupils have asked that they design signage which will give, "Do's and Don'ts". They are already feeling ownership of the site.

Parental involvement. Mums have offered to run a rota at weekends. There will be different times dedicated to different ability groups.

PCSO's have agreed to and will help patrol the site.

MCC have involved every Junior and Senior school in the initial survey. Every response has been positive. Youngsters are already taking ownership of the project.

The present Llwynderw facility is not vandalised. There is no history of misbehaviour or misuse.

MCC will inspect the site weekly. A start up patrol could be funded for the first 6 months when usage will be at its highest.

Landscaping will provide lines of sight from every angle.

Regular maintenance of the landscaping and the regular emptying of waste bins will set the standard for the expectation that the site is to be respected.

When many different skaters were asked for advice on how best to "police" this space, they all answered in much the same way. We, the skateboarding community police it. All they ask is to put the new park where the skateboard ramp already is. They point out that in all the years that the ramp has been there, there have not been any problems.

It is between a busy road on one side, and the Seafront path the other. It makes the young people feel safer. Yes, it's enlightening to learn that teens fear crime, and being victims of crime. When there was a large scale questionnaire put out to teens and young adults about the sort of spaces they wanted to interact in, the most important point that kept coming up was safety and wanting to be in plain view of others. They don't want to be hidden away; they feel safer in plain sight. We can do that for our children we can keep them under our respective noses where they want to be.

Whole family activities is MCC's plan. Decent seating and a well planned space makes for a happy destination. A community space to bring the community together.

MCC is already pursuing an agenda of Wellbeing by funding bicycle racks and water filling stations in Mumbles. MCC is against single use of plastic bottles and encourages and supports sustainability. Therefore, there will be a water filling station on the site. There will be cycle racks to facilitate skaters and families who want to stay off the roads. There is a succession of outdoor gym stations along the prom from Ripples Green which makes an exercise highway up to Blackpill Lido. The skatepark is within walking distance for local schools.

A CoS officer made the point after the pre-planning application that he was worried about skaters doing tricks "5 foot in the air" and causing traffic holdups and accidents. As the plans show, the bowl is placed down the slope, away from the road and is sunk into the ground. We have been advised by other relatively new skateparks such as Porthcawl, that there is increased interest for the first couple of weeks but that soon goes back to normal and further questioning of the proposed supplier leads us to believe that they cannot find evidence of a skater performing a trick in a skate park that has led to an accident on the road near to it due to the driver being distracted.

There have been concerns raised by some residents that there will be increased noise. Tests have shown that the new skatepark will be less noisy than the old half-pipe and that the level will be lower than that of the ambient noise of the traffic on the road.

Design

Interpretation of the design brief

To fulfil the design brief there were definite parameters that had to be met. The scheme had to be functional above all else, it has to work as a skatepark, or it will become a white elephant. Secondary to this is the overall look. To reduce the impact of the main body of concrete within a green park environment it was designed so the upright units facing the houses on Mumbles Road are bunded and will be seeded. Naturally this effectively hides the unit when viewed from a distance and all that will be visible will be low grassy mounds interspersed with patches of concrete.

To illustrate, here is a picture of a similar Skatepark in Henley-on-Thames.



The concrete is uncoloured and once cured presents a light grey appearance. There are elements of bright steel work within the park which are there to protect edging and avoid chipping when the park is in use. You can see where by inspecting the attached visuals.

Implementation of design - Risky behaviour and modern Gladiators

There has been research done in the field of Play Development, that shows that children need an element of risk in their play for their young brains to develop properly. Play that involves balance is particularly useful in aiding their brain's growth.

When children engage in any skateboarding, scootering, skating activity, their ability to concentrate for longer periods of time has been recorded. This has been seen with children with learning difficulties, and emotional developmental problems. Skateboarding seems to encourage a type of active mindfulness, not unlike that caused by Yoga. Unlike Yoga, the element of risk is an important part of this process. The adolescent brain needs that "hit" of fear, and confrontation they get from doing their skateboarding tricks, which leaves them calm, and clear headed, the full concentration when they need to fulfil the trick, completely clearing the mind of anything else. Active meditation no less!

The challenge they are up against is simply themselves, but they are also performing for others and they want to be seen, this is incredibly important for young people, this chance to shine in something.

One young man who contributed to MCC's research said that skateboarders only take on air, they want a bowl that will be exhilarating. When asked if it was his own Coliseum he laughed and said, "We are all Gladiators!"

Ensuring Site Cleanliness

MCC have already taken on a number of cleanliness and hygiene contracts which would otherwise mean local facilities would have had to close.

MCC will provide funding for suitable bins and would work with CoS to come to a suitable costing for any additional need.

Whilst MCC recognises that CoS is under tight budgetary constraints at present, it needs to be noted that the facility is 'added value' for the Local Authority and as such it respectfully reminds CoS of the shared responsibility to residents who pay their Community Charges.

(See Appendix 1.0 – 1.7: Park Visuals)

Engineering Detail Statement

Additionally, you can see below an example of a typical concrete element with the protective steel edges shown. There will be similar construction methods within this design.

STEEL STRIP EDGING DETAIL



We have addressed drainage by utilising positive drainage straight into the surrounding edges of the street section of the skate park and a suitable SUDS compatible drainage system will be provided for the skate bowl which will be illustrated in the following and additional SAB application.

We have however, had the site surveyed to allow us to understand the topographical layout which has shaped our initial drainage solution when taken in conjunction with the Geotechnical Survey Report and the FRA which have both been supplied.

The suite of construction engineering drawings will be commissioned once planning permission is secured and our engineer's expertise on all matters pertaining to successful drainage design will be employed to the full in the creation of said drawings.

The Design Detailing Explained

The design features all the elements that the user group wanted to see in a skate park. The idea behind the facility is that the routes around the park link up so they can work as one long flowing run. It will be fast and primarily a huge amount of fun to ride. Its design compliments the existing skate park and offers a completely different style of ride to anyone using it. The facility has been designed to fit with the existing landscape and fit in with the overall aesthetic. The benches and bins have been included as part of the design and are positioned off the main runs yet remain sited to be RoSPA compliant as well as being positioned to be in prime viewing positions.

It is important to bear in mind the facility has been designed to cater for ALL skate disciplines and skill levels. It will also encourage use by those of a less able disposition. It is an all-inclusive design in every sense of the word. The park has been designed to be built up and to fit within the existing site. The surface of the skate park will be finished so that it is quiet, smooth and fast, yet retains adequate grip for skate and BMX.

Safeguarding and Welfare considerations

MCC is very aware of the need to safeguard more vulnerable children and adults alike. Everyone will be in plain sight of joggers, cyclists and walkers with an obvious demarcation of the skating area. Seating and a picnic table for family members near the children's zone will also be provided

Safety of participants and users of the Prom

Local schoolchildren and the skating community have already asked if they can design boards with Do's and Don'ts.

There will be a fence with a Hawthorne hedge which will be a border next to the road for the length of the Skatepark to prevent access from the road, so there will be no dropping off from cars on the road. The abundant shrub boundary of the adjoining property making the natural boundary on the Mumbles side. The path from the children's sector will only give access to the prom via a hooped gate. Skaters will have to stop to be able to access the prom. The path on the other side will be punctuated by a disabled hooped access gate. Again, users cannot skate straight onto the prom. This will ensure a slow exit and remind users of the change of pace of prom users.

A physical landscaped and planted boundary between the paths will also discourage access directly from the prom between these two entrances

The well thought out design is there to act as a marker to proclaim the facility as one the town is proud to own, is unique to the area and one the town would want to promote.

This facility should be seen as a public space available to all and a great addition to the community.

MUMBLES SKATEPARK DETAILED DESIGN STATEMENT

The design for the Skatepark has been drawn up in line with local user group requests and represents their ideas in tandem with fiscal and spatial constraints set by the council.

For a detailed statement on the thinking behind the physical design and functionality of the park please refer to: **Appendix 3 Skatepark Design Statement**

Access

Access by public transport

National Rail Network Map

As can be seen access to can be gained by the national Rail Network. Cross Country and Great Western Railway hold franchises that will provide the service for visitors to **SWANSEA** (the closest train station). The simplified map below shows how users would be able to visit the area from any part of the whole country if rail is their preferred method of transport.



The train station nearest the site is **SWANSEA**, buses go to and directly from the skate park. The stop **Llwynderw Drive - stop id swapjwa** is approximately 150 m from site. The journey time is approximately 27minutes being roughly 3.6miles between the two destinations.

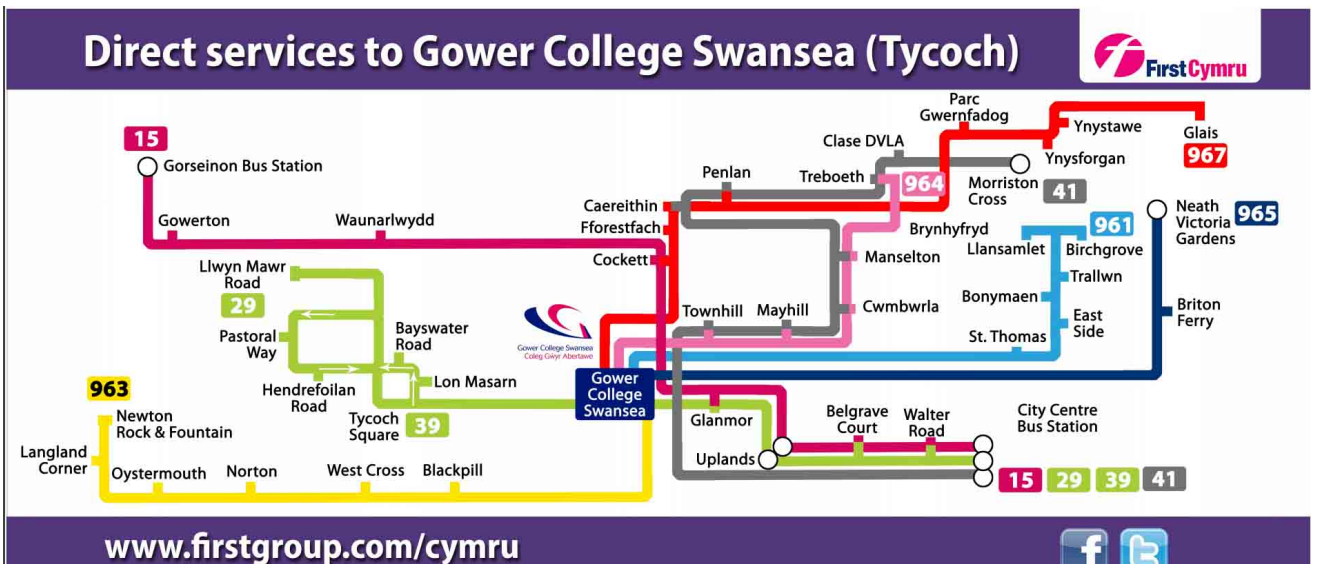
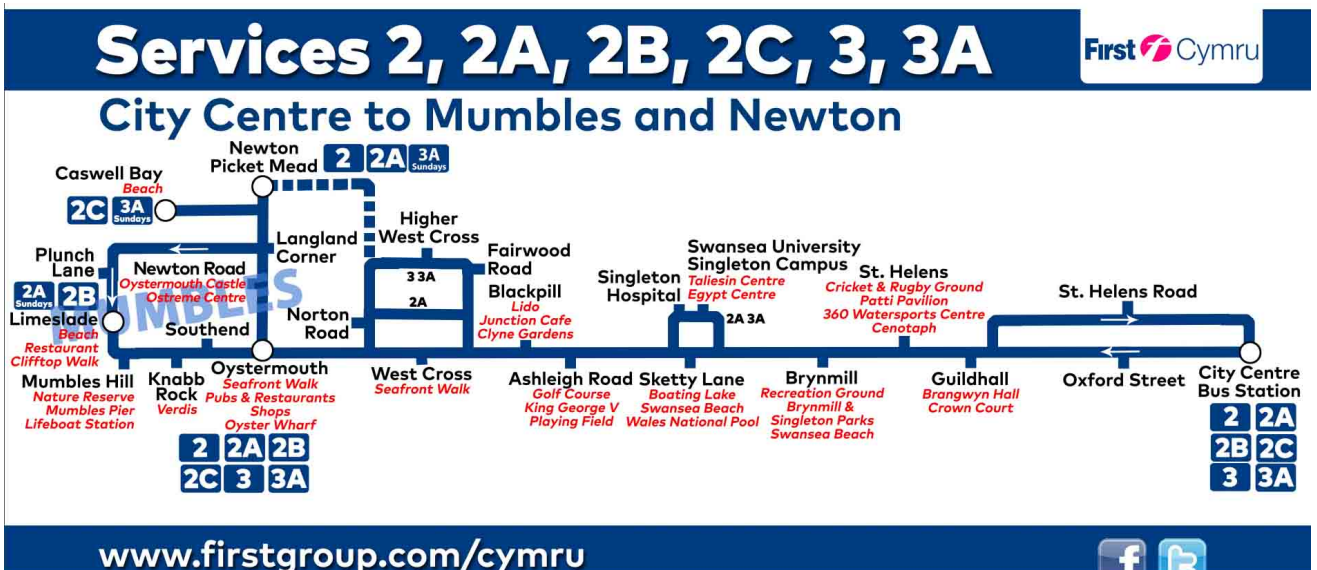
Buses leave on average every 15 minutes.

The services 2, 2A, 2B, 2C 3A, 14A and 963 all travel to this stop.



BUS ROUTES TO WEST CROSS, SWANSEA

First Group hold the franchise for bus routes in and around West Cross. While it is possible to access the intended site from pretty much any point in the UK via bus the reality is, we do not expect visitors to use this method from any further afield than say Llansamlet, Fforest-fach or perhaps Llanelli. Therefore, the schematics below will reflect this.



BELOW IS A SCHEMATIC SHOWING THE ROUTE NUMBERS FOR THE NEAREST BUS STOPS TO THE SITE



Access by car and car parking

There are two obvious car parks for those wishing to arrive by car and it they are indicated below:

Blackpill / Clyne Gardens Car Park

description

Mumbles Road, near SA3 5AS

- 138 spaces
- 9.00am - 7.00pm
- Barrier: No

Park here for Clyne Valley Country Park, Clyne Gardens, Blackpill Lido, Promenade and Swansea Bay, Places to eat

All day transferable ticket £5

Charges - £1.50 1 hour, £3.00 2 hours, £5.00 all day, Blue Badge concessions available

This car park is a distance of approximately 730m from site which could easily be walked or a combination of a very short walk to the post office bus stop on Mumbles Road and then catch a bus for one stop to Llwynderw Drive bus stop. The reality however is, we do not believe the bus option will be taken given the distance is so short.



There is a smaller car park nearer to site, but we are unable to find a note of the car parking charges on line. It may be referred to as the Woodman Car park whose entrance is directly opposite the Petrol Station and The Woodman PUBLIC HOUSE. The distance from site is approximately 440m



Additionally we can see there are opportunities to park on the street on roads that sit off Mumbles Road. We can see no obvious restrictions on parking here but clearly any spaces would primarily be aimed at the residents who may live opposite.

Additionally, as mentioned before, there is planning in place for a new carpark on Mill Lane which is well within walking distance and on the City of Swansea's website giving information on the existing half pipe, they suggest parking at Singleton. We however believe this is unlikely to be used given the closer options users can choose from.

Parking is not an option on Mumbles Road itself, we are also aware the TRO's are expected to be placed along Mumbles Road close to the proposed facility forbidding either stopping or parking.

Public information on parking

A site map will be widely distributed and publicised. Visitors will be directed to access the Skatepark on foot, bike, scooter, skateboard.... with clearly delineated bus stops and paths down onto the prom.

The map will also highlight current parking areas and discourage parking in residential zones by informing visitors that MCC can fund a regular traffic warden (although this has not yet been delivered by CoS)

There will be a significant use of signage to direct users to local parking and inform on the consequences of prohibited parking.

The 2 nearby bus-stops have tarmac paths with direct routes to the prom. There are crossing points at West Cross, Llwynderw and Blackpill near these bus stops.

The natural dropping off points will become Blackpill and West Cross. There are already designated crossing places that can be accessed by pedestrians wishing to cross the busy road. The bus stops nearby have pathways to access the promenade. There are crossing points at West Cross, Llwynderw and Blackpill near these bus stops

Our co-opted skateboard users on MCC's Community Committee have informed us that they are accustomed to having to "park and walk" to popular skatepark sites. Cardiff has a 15 minute walk from the carpark, Haverford West has a 10 minute walk. Signage will direct skaters to carparks at Singleton, the new carpark at Mill Lane or the Park and Ride at Swansea Rec. and so on. City of Swansea's own website already directs skaters using the Llwynderw half-pipe site to Singleton carpark.

Mumbles is already a popular destination; however, although an initial concern about parking is likely, educating the Skate community and the local community will be key in avoiding initial opposition.

We recognise that the park could become a draw for competitive and Skate Jam type events, if the facilities are popular and meet the standard we plan to attain.

Therefore, MCC will seek to work with CofS to facilitate the use of park and ride facilities. MCC will be guided on how such events are costed and organised, for example, on the Big Weekend event – particularly the use of the University sites at Ashleigh Road and the campus.

In addition to significant publication online and the likely use of social networks to advertise the park, MCC would also provide a press release and work with schools and local clubs to educate and assert the need for planned and considerate use of the facility.

There are already designated crossing places that can be accessed by pedestrians wishing to cross the busy road to gain access to the park once they have parked their car and walked to site.

Given the choices available to users who intend to arrive by car, we would suggest there will be ample spaces for those who do, especially given that the typical demographic of the facility user would be that of someone who does not yet drive.

Access by foot

The new facility can be reached easily by foot from many directions and access points along the way, but we would expect nearly everyone who chooses to walk to take advantage of the Promenade path beside the sea wall which stretches from Mumbles Pier all the way to Blackpill Car Park, a length of nearly 4kms.

Mumbles Road, which broadly matches the route of this path only has a pavement on one side and that side is opposite to the side upon which the land the skatepark will sit.

There are formal pedestrian crossings in place that would enable users to cross the road in total safety, the nearest of which is only 150m to the south of the site. They would only need to cross the open grass land – a distance of about 30m - after this to arrive at the Promenade path.

The existing link path from the Promenade to the skatepark will be enhanced and a second link path will be created, both of which will have chicane entrances, and these paths will encourage visitors to arrive from this direction.

We are certain that the Promenade Path is already accessed at multiple points in this manner from Mumbles Road by pedestrians, so we can see no issue with this method of access.

Additionally, part of the design process has placed both an enhanced hedge line and low fence – on the skate side of the hedges – along the green between the skate park and Mumbles Road. The rationale behind this is to discourage either pedestrians from accessing the park directly from Mumbles Road at that point, and to also deter visitors being dropped off by car and stopping opposite the site.

We understand TRO's will be put in place along this stretch of road to formally stop this from happening.

Details of the pedestrian access routes, new and existing footpaths, hedges and fence lines are shown in the attached visuals.

Access for construction traffic

There is only one viable route into the skatepark, we will need to access via Mumbles Road since utilising the Promenade has been ruled out on grounds of both safety to the users of it and potential damage to the surface of the Promenade itself due to the weight of the vehicles we will need to use to deliver the project.

A temporary trackway system (as indicated below) to the site to ensure a problem free delivery will form part of our TMP.

Below is the anticipated entrance to the skatepark site



Schematic showing point of Construction Traffic entry and routes to site areas

As can be seen by the visual below we intend to access the site from an angle. The reason behind this is to ensure we will not block the road even temporarily by forcing delivery vehicles to approach the site from a right angle. Access and Egress will naturally be controlled by trained banks men. No new permanent paths or roads will need to be created to effect delivery. Park users will not be restricted from accessing the rest of the park land whilst works are in progress.



Further details of this routing will be found in the attached **Visuals Appendices**

We have already been in contact with Highways about the practicalities of delivering this project and from our most recent conversation with Amanda Pugh and in line with the comments given in the Pre-Application Advice letter from Kayleigh Lazell, we recognise a number of issues during and post the construction phase will need to be agreed.

We spoke with Dean Howard from Highways on 7th October and discussed the requirements of the project and we believe we have a delivery plan that will meet with approval. A copy of the Traffic Management Plan has been forwarded to him to allow him to view it ahead of the formal planning process. The TMP submitted with this application will have incorporated any amendments suggested by Mr Howard as a result of this information exchange.

We believe that a TRO will be placed on the road immediately adjacent to the skatepark once the park has been completed to stop random “drop off’s” of skaters wishing to use the park, but since this is likely to happen after the park is completed, it will not have an impact on the delivery of the project.

Please see:

Appendix 4.0 Mumbles Traffic Management Plan

Access for those arriving by bike

This project is ideally suited to anyone who chooses to arrive by cycle and compliments MCC's commitment to promoting the use of bikes and cycling in Mumbles.

The site sits exactly on the National Cycle Network Route 4 linking many larger towns and cities with the sites location. It is the Promenade Path we have referenced many times which makes up this section of NCNR4.



Existing Services Statement

In line with good operational practices, desktop surveys have already been carried out for the known utility companies who have services in the area.

Returns were received identifying returns on the site.

The location and orientation of the skatepark has been positioned to ensure the owners of the service runs will not object to the provision of the facility by adhering to their easement requirements, nor will it present a danger to the build crew during the construction phase.

A composite overlay showing the known service runs and the skatepark has been provided for your information purposes.

Please See:

Appendix 5.0 Services and Skatepark Composite Overlay

Flood risk assessment and statement

Given the site partially sits on a flood zone, we have instructed the commissioning of a formal Flood Risk Assessment to accompany this application.

To aid the production of this, we were able to provide M-EC Consulting Development Engineers with the Geotechnical report we had commissioned (see following page) and the required 3D visualisations along with a Topographical Survey which was carried out by Dorset Land Surveying Ltd.

We are mindful that the scheme needs SuDS consent and SAB approval as well, the suggested drainage solution will be found within the FRA and appropriate Engineering Drawing and SAB approval will be sought through the appropriate and separate SAB approval channel. M-EC are also undertaking the documentation creation for this application.

This report is attached as

Appendix 6.0 Flood Risk Assessment

Geotechnical Report

To ensure we can provide a fully reasoned and thought out application, a Geotechnical Report has been commissioned and carried out by Terra Firma Ltd to ensure the exact ground conditions are known and percolation tests carried out to shape the drainage solution for the skatepark.

This report is attached as

Appendix 7.0 Geotechnical Report

and

Appendix 7.1 Site Photos Complementing Geo Report

Tree Survey

We have commissioned a Tree Survey, Tree Constraints Plan and summary report – compliant to BS5837 (2012)

and

An Arboricultural Impact Assessment and Tree Protection Plan / Method Statement from Arbtech Consulting Ltd whom we believe are known to Swansea City Council and by default, Swansea City's planning department.

This report is attached as

Appendix 8.0 Tree Survey and Summary Report.

Lighting Strategy

We are aware of the need for a sensitive lighting strategy as outlined in the Pre-Application Advice letter issued 05.06.19.

However, we cannot see the need for a separate document to outline this since our construction methodology does not call for temporary floodlighting during the build process. The site will not be illuminated in any way, at any point of the build procedure, and we would be happy to sign a declaration to this point to satisfy the designated LPA Planning Ecologist or indeed meet with them if this is deemed to be a requirement.

Site work will only take place during daylight hours – typically 7.30am through to about 5.30pm Monday to Friday with no work taking place over the weekend.

Nor, it should be noted, are there any current proposals to flood light the park once completed.

Ecological Assessment

A Preliminary Ecological Assessment (PEA) has been carried out as requested in the Pre-Application Advice letter.

Please see:

Appendix 9.0 Preliminary Ecological Assessment

Pollution Prevention

A Construction Environmental Management Plan has been provided as requested in the Pre-Application Advice letter.

Please see:

Appendix 10.0 Construction Environmental Management Plan

Additional works proposed on the site

Additional planting

Provision has been made to allow for additional planting to both enhance visual protection from outside of the park area when viewed from Mumbles Road. It is suggested that we specify a hardy plant which will grow into a dense hedge line that is also attractive.

Blackthorn (*Prunus spinosa*) is an ideal plant for maritime conditions, it is a native plant to the UK and specifically the Gower and bears copious prays of white blossom in April and purple black fruits (sloes) in Autumn. The branches have black bark and thorns – which obviously gives the plant its name.



We have had extensive experience in the specification of planting in and around skate parks and we have to be mindful of the typical demographic of the people who will be using the facility. Without wishing to cast aspersions on any individuals, typically, your average skater is inclined to take the shortest route from A to B (A being an approach point from the road or path and B being the skate park), and this will include going through planting schemes. Therefore, we suggest that hedge lines are best suited to species which will discourage this. A dense, hard wooded and thorny plant such as Blackthorn therefore is an ideal candidate and has worked well for us in the past, reaching maturity without skater shaped gaps through the hedges appearing.

Common Hawthorn (*Crataegus monogyna* or perhaps *Rhamphiolepis umbellata*) for example, could provide a logical alternative. It is suitable to all soil types and sites other than dense shade or very wet soils. They are tolerant to exposed weather conditions and form hedgerows beautifully. It is also a native species to the UK.

It provides an abundance of white scented blossom in May and develops glossy red haws in autumn. As with the Blackthorn, branches are also covered with thorns.



Hawthorn hedges can grow to a height of between 1.5 and 4 m with a similar growth rate to the Blackthorn. Once a desired height is reached or the council think the hedge should be trimmed back, pruning for both is best done after flowering or in the autumn.

Mumbles Community Council, however, would be open to suggestion from the planners should there be a preference for a different planting scheme to the one suggested.

Wild flower seeding

The council are also proposing to enhance the land surrounding the skate park (see attached visual) by sowing wild flower seeds that are native to the area. Genus of flowers to be agreed with the relevant department’s representative at City of Swansea Council however, we have received advice from Mr Alan Kearsley-Evans of the National Trust who suggested we look at specifying a mix known as Pollen and Nectar Floristically enhanced margin flowers.

Fencing

A short length of fencing has now been specified to comply with the suggestions made by planners at the pre-application advice stage. There will not be a gate in the fence line. The fence line will sit inside the new hedge line as described above, facing into the skate park. The hedges will, in a short space of time, hide this new fence when viewed from Mumbles Road.

The preference will be to specify galvanised, then powder coated bow top fencing, 1.2m in height. The RAL colour is yet to be specified, but it is thought RAL 6037 Pure Green would be a suitably muted colour. If your planners prefer something different, we would be happy to accommodate any other suggestion.

RAL 6024	Verkeftrgrün	Traffic green	Vert signalisation	Verde tráfico	Verde traffico	Verkeftrgroen
RAL 6025	Farngrün	Fern green	Vert fougère	Verde helecho	Verde felcia	Verengroen
RAL 6026	Opalgrün	Opal green	Vert opale	Verde opalo	Verde opale	Opesgroen
RAL 6027	Lichtgrün	Light green	Vert clair	Verde luminoso	Verde chiaro	Lichtgroen
RAL 6028	Kieferngrün	Pine green	Vert pin	Verde pino	Verde pin	Pijnegroen
RAL 6029	Mintgrün	Mint green	Vert menthe	Verde menta	Verde menta	Mintgroen
RAL 6032	Signalgrün	Signal green	Vert de sécurité	Verde señales	Verde segnale	Signaalgroen
RAL 6033	Mintturkis	Mint turquoise	Turquoise menthe	Turquesa menta	Turchese menta	Mintturquoise
RAL 6034	Pastelturkis	Pastel turquoise	Turquoise pastel	Turquesa pastel	Turchese pastello	Pastelturquoise
RAL 6035	Perlegrün	Perle green	Vert nacré	Verde perlaso	Verde perlaso	Perleegroen
RAL 6036	Perleopgrün	Perle opal green	Vert opal nacré	Verde opalo perlado	Verde opalo perlado	Perleopegroen
RAL 6037	Reingrün	Pure green	Vert pur	Verde puro	Verde puro	Zaivergroen
RAL 6038	Leuchtgrün	Luminous green	Vert brillant	Verde brillante	Verde brillante	Brijantgroen



Images of the area





Views from within the site



List of Appendices

Appendix 1.0 to 1.7: Location Plans, Isometric, and Dimensioned Visuals of the Wheeled Sport Arena

Appendix 2.0: Dorchester Police Press Release, Dorchester Skate Park and the drop in antisocial behaviour figures

Appendix 2.1: Letter from Inspector L Fry

Appendix 3.0: Skatepark Design Statement

Appendix 4.0: Mumbles Traffic management Plan

Appendix 5.0: Services and Skatepark Composite Overlay

Appendix 6.0: Flood Risk Assessment

Appendix 7.0: Geotechnical Report

Appendix 7.1: Photos Complementing the Geotechnical report

Appendix 8.0: Tree Survey and Summary Report

Appendix 9.0: Preliminary Ecological Assessment

Appendix 10.0: Construction Environmental Management Plan

Design Access Statement written September 2019

Agent representing MCC - Mark Clogg, Director of Maverick Industries Ltd

Llwynderw Skatepark

OFF MUMBLES ROAD

WEST CROSS

SWANSEA

SA3 5AN

(80M FROM SITE)

PRE-CONSTRUCTION PHASE

HEALTH AND SAFETY PLAN

OCTOBER 2018





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CONTENTS

1. Project Directory
2. Contact Details
3. Project Policy, Organisation and Arrangements
4. Site Consultation and Communication Regarding Health and Safety Hazards
5. Construction Hazards and Control Measures
6. Health and Safety



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Page 251

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1. Project Directory

Client	Mumbles Community Council
Telephone	01792 363 589
Email	council@mumbles.co.uk
Contact	Steve Heydon - Clerk
Contract Administrator	As Above
Telephone	
Email	
Contact	
Designers / Principle Contractors	Maverick Industries Ltd
Telephone	01202 607 475
Email	info@maverickindustries.co.uk
Contact	Sue Mitchener / Russ Holbert
H&S Contact	Mark Clogg – Maverick Industries Ltd
Telephone	01202 607473
Site Foreman	Rob Farrow – Maverick Industries Ltd
Telephone	07402 346 864
Safety Advisors	MSAFE Risk Management Ltd
Telephone	01202 470 050
Contact	Nathan Pitt BSc (Hons) CMiOSH MaPS ICIQB
Specialist Sub Contractor (Survey Work)	Dorset Land Surveying Ltd
Telephone	01202 896 481
Contact	Gary Vaughan Civil Engineer. BSc. Civil Engineering, MCIInstCES



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Page 252

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2. Project Details

2.1 Scope of Works

The project comprises of the following elements

Element of structure	Construction Method
Foundations and base structure	See Method statement for details
Concrete Ramp Sub Structure	See Method statement for details
Concrete facings	See Method statement for details
Other	See Method statement for details
Coping	See Method statement for details
Handrails	N/A on this project



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2.2 Site Specific Hazards

Hazards associated with the site include:

Work within a residential area adjacent to the public highway and occupied buildings

Work adjacent to recreational areas and children

Significant risk of unauthorised entry to site by trespassers

Summary of hazards associated with the project

Site Set Up	Site security, unauthorised access and use of the site compound and offices, plant machinery and temporary structures
Working at Height	Unloading from Lorries Setting up Ramps Forming Concrete Banks and bunds Working from ladders
Excavations and Foundations	Working close to existing services Deep excavations Working at excavation faces during blinding and re-bar phase
Manual Handling	Re-bar Ramp Components Blocks and Bricks
Traffic management	Adjacent roads may have many cars parked on same limiting visibility and manoeuvres

Hazards associated with the site include:

-Work within a residential area adjacent to the public highway and occupied buildings

-Work adjacent to recreational areas and therefore Children as well

-Significant risk of unauthorised entry to site by trespassers

-Restricted access to site by way of narrow roads, overhanging trees, gates and parked vehicles





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Photo of the site / Brief description of accessibility issues and obvious hazards

Site address: Llwynderw Skate Park, **off Mumbles Road, Mumbles, SA3 5AN.**

Access and egress from the site will be by the same route. Mumbles Road is very busy and it is imperative that banksmen are positioned to control the traffic in both directions when deliveries take place and when vehicles are exiting the site.

If we are chosen as the preferred contractor we will create a traffic management plan which takes in all known stipulations from Highways Agency as a planning condition - if any are stated.

To avoid damage to the grass a short temporary trackway is needed and is indicated below and on the last page Routing of delivery vehicles have them driving in and then turning around at the delivery point and driving straight out onto the road with the aid of two banksmen.

Members of the public are bound to be about so as usual we will require to be mindful of curious visitors and use banksmen for access and egress of delivery vehicles which will be restricted to crawling speed. Additionally, all vehicles visiting the site are required to travel at this speed and have hazard warning lights on for the duration of the drive. There is a point where a fall in road height of appx 1 metre appears over a distance of appx 20 to 30 m it is within the angles of acceptability for delivery vehicles. Trackway must not however be laid with excessive sideways angle.

A warning sign for pedestrians will be placed at the entrance of both our site and the access road. Additional warning signs will be placed on the perimeter fence. Site crew will informally direct the public away from site if appropriate.

The site shall be fenced in its entirety with herras fencing as shown on the final page.



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Page 255

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Photos of the route in



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3. Project Policy, Organisation and Arrangements

3.1 Project policy

It is the policy of Maverick on this project that all works shall be carried out with the minimum of risk to the health and safety of all persons employed and any other persons likely to be affected.

This policy covers all work being carried out within the scope and definition of the project and under the management, supervision, direction or control of the company. This will include sub-contractors and suppliers of plant, equipment, materials and labour employed on and for the purpose of the project works.

In order to achieve this objective, all work activities, work systems, plant, equipment and materials shall, so far as is reasonably practicable be planned, maintained and managed to reduce risks to health and safety to site staff and anybody else potential affected by site activities.

3.2 Organisation

It is the responsibility of the Directors to determine the organisation necessary to manage and supervise the works and to ensure that individual responsibilities are defined accordingly. In addition to any specific responsibilities warranted on account of the nature of the work being undertaken, a Site Manger must be appointed with overall responsibility for the supervision and co-ordination of the work.

3.3 Arrangements

The Site Health and Safety Plan has been prepared in order to identify the extent of the work to be carried out and the arrangements necessary to ensure the safe performance of the project. The plan also identifies the hazards involved in the execution of the works and the risk assessments which will need to be carried out in order to determine the control measures necessary to eliminate or minimise those risks.

Method statements and risk assessments must be submitted by all contactors and sub-contractors for checking prior to work commencing. Each contractor is responsible for ensuring the relevant information as required under Regulation 9 of the Management of Health and safety at Work Regulations is passed to those identified or considered to be at risk with copies to site. In carrying out the responsibilities of Principal Contactor, they will co-ordinate and where necessary, manage the arrangements currently in force so as to ensure that there is an integrated approach to Health and Safety on site.

Copies of Method Statements, Risk Assessments and relevant information notices shall be incorporated into a single file maintained on site.

The Site Foreman shall, as necessary review the plan so as to ensure that it is amended and updated to take into account of the changing circumstances of the project.

The plan specifies the arrangements for site induction training and safety awareness talks, which apply to all persons employed on the site including sub-contractor's personnel and site visitors. Full records must be kept of these activities and retained in the site safety folder.



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Page 258

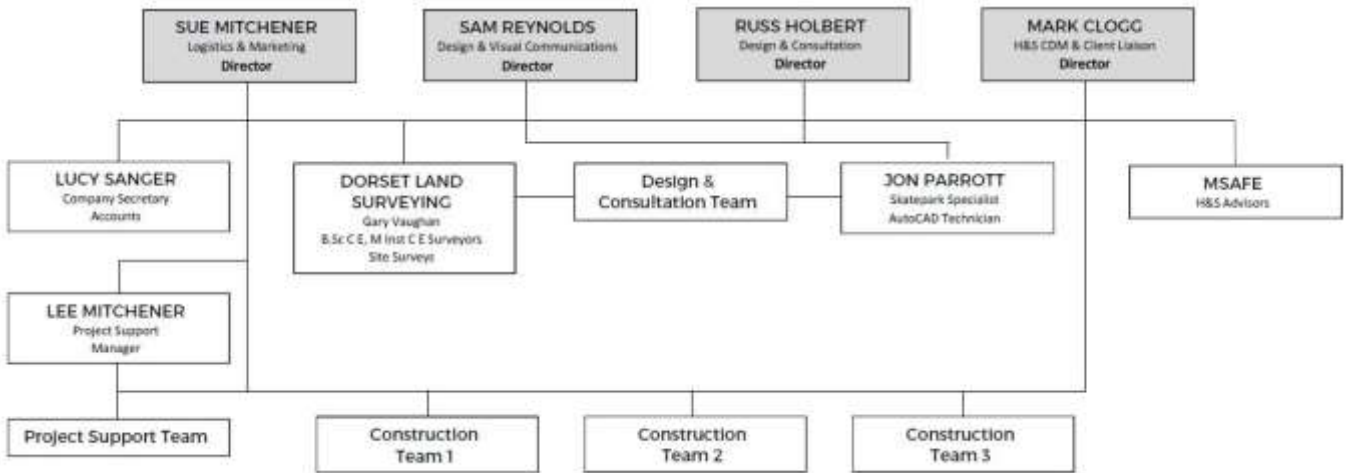
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3.4 Project Organisation



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3.5 Duties of Persons with specific responsibilities

<p>Site Safety Supervisor:</p>	<p>The Site Safety Supervisor will have overall responsibility for the safety, health and welfare, supervision and co-ordination of work. Specific responsibility: Site Foreman</p>
<p>Induction Training:</p>	<p>Induction training will be carried out for all operatives on site. They will be shown the site safety rules, be made aware of the location of the first aid facilities and identity of the site trained first aider. They will also be made aware of the emergency procedures and provision regarding fire safety and escape on site. Specific responsibility: Mark Clogg</p>
<p>Lifting Co-ordinator:</p>	<p>Responsibility for the organisation and control of crane lifting operations and will carry out the following duties:</p> <ul style="list-style-type: none"> - Make assessment of all lifting operations. - Ensure adequate inspection / maintenance records of lifting plant and equipment. - Produce “Lifting Plan” and co-ordinate lifting operations by competent persons - Ensure that suitably trained and competent Slinger, Banksman and Crane Driver are provided. <p>Specific responsibility: Site Foreman</p>
<p>Fire Safety Co-ordinator:</p>	<p>It is this person’s responsibility to ensure all arrangements set out in the Site Fire Plan are carried out and regular inspections of the site fire equipment recorded. Specific responsibility: Site Foreman</p>
<p>First Aider:</p>	<p>In the event of an accident the first aider will ensure the following:</p> <ul style="list-style-type: none"> - Ensure, if required, transport is arranged to take the injured person to hospital. - Advise the injured person to make an appointment with their own doctor. - Ensure all details are entered in the accident book. - Inform the Head Office, if appropriate, to ensure that an accident investigation is undertaken. <p>Specific responsibility: Designated Site First Aider</p>





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3.6 Details of Inspections required on site

Site Safety Inspections	Safety inspections to be carried out as detailed in the Company Safety Policy. Construction Manager: Daily and Weekly
Excavations	To be inspected at the start of each shift and at least once a day while persons are employed therein and thorough examination must be carried out weekly and entered into the Excavation Register. Specific responsibility: Site Foreman
Lifting Appliances	To be inspected before use on site and every 7 days thereafter by a competent person. The inspection will be made in a register held on site and this will be inspected by the Site Manger to ensure that this is kept up to date. Specific responsibility: Excavator operator, Dumper Operator, Crane Operator, Telehandler Operator
Electric	Temporary electrics to be visually checked as part of the site inspections and a competent electrical contractor to carry out maintenance / test of equipment as required and issue certification accordingly. Subcontractors to ensure P.A.T portable appliance testing of their equipment is actioned and recorded. Specific responsibility: Site Foreman
First Aider	Responsible for ensuring the Fist Aid box is stocked and any items are replaced following removal. Specific responsibility: Designated First Aider
Principal Designer	Responsibility for H&S interface between client and contractor and enforcement of HSE directives Specific responsibility: Mark Clogg



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Page 261

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3.7 Specific Responsibilities

<p>Directors</p>	<ul style="list-style-type: none"> - Overall implementation and regular review of the Maverick Health and Safety Policy. - Providing sufficient resources for managing health and safety. - Ensuring legislative requirements are complied with. - Ensuring staff receive adequate information on the risks associated with their work, sufficient and suitable equipment, safe place of work, and training for health and safety. - Maverick Directors take responsibility for making adequate provision for health and safety. - Ensuring Site Foremen are aware of their responsibilities. - Ensuring Site Foremen undertake their health and safety duties. - Assessing the competence of contractors. - Coordinating safe systems of work. - Ensuring risk assessments are in place. - Ensuring sufficient and adequate facilities are supplied in relation to welfare and first aid. - Establishing the site rules in accordance with the Health and Safety Plan and Maverick’s Health and Safety Policy.
<p>Construction Managers</p>	<ul style="list-style-type: none"> - Ensuring adequate resources for the site set up - Ensuring Site Foremen are aware of their responsibilities. - Ensuring Site Foremen undertake their health and safety duties. - Assessing the competence of contractors. - Coordinating safe systems of work. - Ensuring risk assessments are in place. - Ensuring sufficient and adequate facilities are supplied in relation to welfare and first aid. - Establishing the site rules in accordance with the Health and Safety Plan and Maverick’s Health and Safety Policy.
<p>Site Foreman</p>	<ul style="list-style-type: none"> - Apply the risk control systems and workplace precautions applicable to works on site. Identify any health and safety deficiencies and bring them to the attention of the Directors. - Coordinating health and safety on site. - Ensure all operatives receive a site specific induction and have received the relevant training to ensure their competence. - Ensure all work equipment and PPE is maintained and used properly. Ensure users have received the appropriate training. - Monitor on-site safety and compliance with safety requirements through site inspections. - Report all accidents, occupational ill health and near misses to the Directors immediately and assist in the investigation of the same. - Conducting toolbox talks and safety inductions. - Ensuring safe systems of work are adhered to. - Ensuring that only authorised persons enter site.





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	<ul style="list-style-type: none">- Ensuring that welfare and first aid facilities provided remain in good order.- Enforcing the site rules in accordance with the Health and Safety Plan and Maverick Safety Policy.
Consultants	<ul style="list-style-type: none">- The designers are to make adequate provision for health and safety in their design in accordance with CDM 2015 regulations.- The designers are to forward any information in relation to significant health and safety hazards which have not been “designed out” in accordance with CDM 2015 regulations.
Contractors	<ul style="list-style-type: none">- Use all work equipment and PPE properly and in accordance with training received.- Report any safety deficiencies, accidents, cases of occupational ill health, near misses and horse play to the Site Manager, or if necessary the Directors.- Assist the Principal Contractor during investigations of accidents and safety related incidents.- Work safely at all times giving due consideration for the safety of others.- Notify the Site Foreman of safety training needs.- Assist the Principal Contractor in improving safety systems and performance through consultation, co-operation and communication.- Providing staff with sufficient, suitable and safe equipment to enable them to complete their tasks in a safe manner.- Provide risk assessments, COSHH assessments and method statements (if requested) to the Directors prior to the commencement of their works.



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Page 263

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3.8 Health and safety Goals

- No unauthorised access to site.
- Adequate hazard warning signage throughout the duration of the project.
- Adequate welfare facilities to be maintained throughout the duration of the project.
- No infringements on the site rules, Health and Safety Plan and Maverick' Health and Safety Policy.
- Clear and efficient communication between all parties.
- No major accidents / incidents during the project.
- All incidents and near misses to be recorded.
- High level of public protection to be provided at all times.
- No recurrence of breaches in safety legislation on subsequent safety inspections reports.

3.9 Site security

It is the Site Foreman's responsibility to ensure that the site is left in a safe condition at the end of each working day. However, we would ask all contractors to assist in this responsibility by re-clipping any heras fencing and reporting any areas where there is easy access to the site.

Where practicable excavations should be backfilled or barriered to enable any trespassers to see their location in poor light.

Ladders to scaffolding should be boarded or removed to restrict access.

All equipment to be left inoperable at the end of each working day

A final check of all the site perimeter fencing is to be made by the Site Foreman or his allocated member of staff prior to the site entrance being locked. This final check should also ensure the safe storage of materials which could become unstable during the night due to vandalism or adverse weather conditions.

3.10 Monitoring and Review of Site Safety Performance

The Site Foreman will be responsible for the management of health and safety on site. Any major incidents or issues that they have not been able to rectify will be reported to the Directors for further action. The Directors shall also visit site regularly and report findings to the Site Foreman.

Formal safety reviews will be held at defined intervals with the safety reports forming an integral part of the same. The review will serve to identify any trends and recurring beaches in Health and Safety legislation / best practice and will endeavour to ascertain what further control measures or training will be required to address the same.

The review will also serve to identify how sub-contractors have performed during the project and whether they should be re-appointed for further works.

The Site Foreman will be responsible for the management of health and safety on site. Any major incidents or issues that they have not been able to rectify will be reported to the Directors for further action. The Directors shall also visit site regularly and report findings Site consultation and communication regarding Health and Safety



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Page 264

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4. Site Consultation and communication regarding **Health and Safety**

4.1 Project Team

Progress meetings will be held during the course of the project with health, safety and welfare matters including those specific to CDM and design forming an important part of the agenda. These meetings will be attended by the Principal Contractor, Principal Designers and the Client and / or the Client's Representative.

Contractors / Employees

Works contractors are required to both provide any relevant information pertaining to health and safety at weekly meetings with the Principal Contractor and communicated information provided for them to their employees with regard to safety measures discussed.

Regular site safety meetings will be held by the Site Foreman and attended by representatives of site operatives and sub-contractors. During these meetings, relevant information pertaining to Risk Assessments and Safe Systems of Work will be discussed and future training requirements will be identified specific to the works.

Communication / Co-operation

Health and Safety matters will be discussed as part of the agenda at the regular Project Team meetings. The meetings will be attended by the Client and / or the Client's representative, Designers and the Principal Contractor.

These have been scheduled to take place fortnightly with site foreman and monthly with Maverick Management representative.

Continued liaison will include review of the Health and Safety Plan following any substantial design changes that may have potential Health and Safety implications. Consideration must be given to "design out" or at least minimise the risks associated with the same and introduce control measures in compliance with the CDM 2015 Regulations and good working practice.

The Principal Designer and where applicable any works contractors, must reassess the Health and Safety implications of any substantial design changes and introduce control measures accordingly.



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Page 265

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4.2 Continued Liaison: Principal Designers

Any substantial design changes shall be examined by the Designer(s) for Health and safety implications, hazards identified, risks assessed and consideration given to avoiding, minimising or controlling risks in accordance with CDM 2015 Regulations and the Approved Code of Practice.

Details of proposed substantial design changes must be submitted to the Principal Designer to ensure compliance with the Regulations.

The Principal Contractor shall re-examine the Health and Safety implications of any design changes and implement all necessary measures to mitigate any risks associated with the same.

Non – design generated work / site developments (which had not or could not have been envisaged) necessitating a revised approach, must be brought to the attention of and evaluated by the Designer(s).

The Designer’s resolution of any such unforeseen circumstances

4.3 Selection and Control of Subcontractors

All subcontractors will be assessed for competence with specific reference to Health and Safety prior to their appointment. All sub-contractors will complete an assessment questionnaire prior to subcontract orders being placed. Orders will only proceed with contractors who satisfy all Health and Safety criteria applicable to the works.

4.4 Site Induction

All employees, sub-contractors and other visitors to site will receive a verbal induction prior to entering the workplace.

As part of the induction, all operatives will be made aware of the risk assessments and safe systems of work associated with their activities on site. Operatives will be required to read these documents and sign a copy of the induction form as confirm that they have read and understood the content of the same.

Inductions will include:

A	Senior management commitment to health and safety
B	The outline of the project
C	The individual’s immediate line manager and any other key personnel
D	Any site-specific health and safety risks, for example in relation to access, transport, site Contamination, hazardous substances and manual handling
E	Control measures on the site, including: Any site rules; Any permit-to-work systems; Traffic routes; Security arrangements; Hearing protection zones



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Page 266

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F	Arrangements for personal protective equipment, including what is needed, where to find it and how to use it
G	Arrangements for housekeeping and materials storage
H	Facilities available, including welfare facilities
I	Emergency procedures, including fire precautions, the action to take in the event of a fire, Escape routes, assembly points, responsible people and the safe use of any firefighting Equipment
J	Arrangements for first aid
K	Arrangements for reporting accidents and other incidents
L	Details of any planned training, such as 'toolbox' talks
M	Arrangements for consulting and involving workers in health and safety, including the Identity and role of any
N	Information about the individual's responsibilities for health and safety

4.5 Reporting and Investigation of accidents and incidents including near misses

Should an incident occur, the Directors aided by the Safety Adviser shall investigate the incident and produce an investigation report, enter the details in the accident record book no matter how trivial they may seem and complete HSE form F2508 (rev1/86) for those incidents that are reportable to the HSE.

It is the duty of all contractors to report all accidents and near misses, no matter how trivial they may seem to the Site Foreman. A near miss may result in serious injury or worse, next time it occurs. Therefore measures can be taken to prevent a near miss from reoccurring if they are reported to the Site Foreman. A copy of our reporting procedures policy can be obtained upon request.

4.6 Welfare Facilities

The following facilities will be provided;

Running hot water

Resting / dining area with table and benches with backs

Toilet facilities within groundhog unit

Paper towels, Soap, Cups

The above will be made available in the temporary facilities situated within the site boundary. This facility will incorporate Site Foreman's office and mess hut.



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All contractors have a responsibility to respect the facilities provided, ensuring that the same are kept reasonably tidy and clean throughout the duration of the contract. Contractors are asked to inform Maverick if any persons are not adhering to this rule, or if any supplies of soap, water, paper towels or toilet paper have depleted. Smoking within any cabin where there are non-smokers is prohibited.

It is the Site Foreman's responsibility or his allocated member of staff to ensure that adequate supplies are maintained, and the facilities are kept clean and tidy throughout the construction phase.

4.7 First Aid

First aid will be administered by the appointed first-aider, (To be confirmed). The Site Foreman is responsible for ensuring that adequate and sufficient first aid facilities are available in the site office for the duration of the contract.

All operatives shall be made aware of the identity of the trained first-aider on site and where the first-aid facilities are kept. Suitable signs will be erected in the location of the first-aid facilities, detailing the same.

The nearest accident and emergency unit is; **8.4miles away (30 mins by car) 01792 702222**

Morrison Hospital
Heol Maes Eglwys
Morrison
Swansea
SA6 6NL

4.8 Fire and Emergency Arrangements

On discovery of a fire on site, the following action must be undertaken:

Shout "FIRE, FIRE, FIRE."

Attack the fire if possible with equipment provided in the site hut, but do not take any personal risks.

On hearing the alarm being raised, all operatives must immediately leave their work areas and head for the muster point.

The Site Foreman will call fire brigade immediately by telephone:

Dial 999.

Give operator the telephone number and ask for FIRE.



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When fire brigade replies give message distinctly:

“FIRE AT: Mumbles / Llwynderw Skate Park, off Mumbles Road, Mumbles, SA3 5AN”

Do not replace receiver until the fire brigade have repeated the address.

Report to the Site Foreman at the muster point, situated on the pathway away from any access points onto the site.

Report any missing persons to the Site Foreman.

The Site Foreman is to confirm whether there are any missing persons using the site diary and signing in book. This information can save lives, as fire officers' lives have been claimed by dangerous rescue attempts when the building on fire has been empty.

4.9 Site Safety Rules

- Pedestrian access to the site is via the vehicular access point OR alternative as shown on schematic below
- No alcohol may be consumed during working hours including overtime.
- No person will be permitted to start work on site if through the consumption of alcohol, their own safety is impaired or the safety of others who may be affected by their actions.
- Hard hats must be worn unless works undertaken are designated as low risk by the Site Foreman.
- Personal protective equipment must be worn by all operatives as prescribed as part of the site risk assessment performed by the Principal Contractor.
- All accidents must be reported to the Site Foreman.
- Only 110 volt electrical equipment may be used unless authorised by the Site Foreman.
- Damaged or faulty equipment must not be used.
- Abrasive wheels must only be operated by competent persons.
- Waste materials must be taken to designated areas on a daily basis.
- Smoking is not permitted on site except in designated areas.
- Only authorised persons are permitted to operate plant and machinery.
- Care is to be taken during hot weather to avoid over exposure to the sun.
- All site operatives must attend an induction course prior to commencing work.
- No work to be commenced on site without the submission and approval of appropriate Risk Assessment / Method Statement.



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4.10 Statement Register and Risk Assessment Matrix

Risk assessments and method statements from sub-contractors will be requested by Maverick and must be received in good time for review by the Site Foreman. They may also request additional assistance and comment from MSAFE to ensure that the same is sufficient and makes suitable provisions to allow the works to proceed without undue risk to Health and Safety.

Method statements are all contained within the on-site H&S file

Design Element	Risk Assessment required: Yes / No	Method Statement required: Yes / No	Lifting Plan required Yes / No	Sign / Date
Ground Works	Yes	Yes	No	CURRENT
Forming concrete	Yes	Yes	No	CURRENT



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Page 270

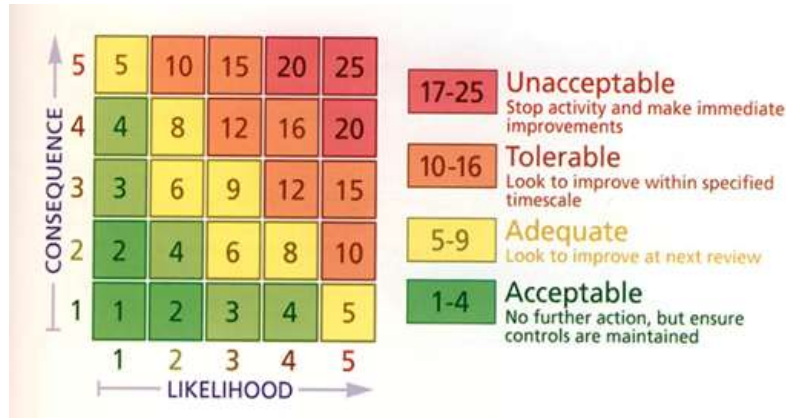
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RISK MATRIX FOR USE IN SECTION 5



<p>The Likelihood or Probability of a hazardous event occurring could be ranked as:</p>	<ol style="list-style-type: none"> 1) Very Unlikely: there's a 1 in a million chance of the hazardous event happening 2) Unlikely: there's a 1 in 100,000 chance of the hazardous event happening 3) Fairly Likely: There's a 1 in 10,000 chance of the hazardous event happening 4) Likely: there's a 1 in 1,000 chance of the hazardous event happening 5) Very Likely: There's a 1 in 100 chance of the hazardous event happening
--	--

<p>Consequence would be ranked as:</p>	<ol style="list-style-type: none"> 1) Insignificant: No injury 2) Minor: minor injuries needing first aid 3) Moderate: Up to three days' absence 4) Major: More than three days' absence 5) Catastrophic: Death
---	---

The scores shown in the relevant sections indicate the final score after consideration to control measures have been implemented where ever possible or indeed if relevant.

The figures arrived at are by multiplying likelihood x consequence



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5. Construction Hazards and Control measures

5.1 Site Set up and Security

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Unauthorised entry to site - Fire, vandalism and theft - Injury / death of trespasser - Unauthorised operation of plant and equipment
CONTROL MEASURES
<ul style="list-style-type: none"> - All boundaries where existing boundaries are not adequate are to be protected by 2m high anti climb heras fencing. - Suitable hard standing will be maintained across the site entrance to protect against overloading from heavy plant if deemed necessary by Maverick. - Suitable warning signs to be erected on all obvious site boundaries, warning of the dangers associated with the site and prohibiting any unauthorised access. - Any evidence to suggest unauthorised access during the previous evening is to be reported to the Site Foreman who is to endeavour to improve site security as necessary. - Site Foreman to check perimeter fencing regularly (at least daily) and ensure that the site is secure. - All plant and equipment shall be left immobilised when unattended, especially overnight. All keys to be removed from mobile plant and locked securely in the site office overnight. - Site Foreman to undertake formal inspections and maintenance of public highway adjacent site entrance to ensure that damage or migration of debris does not pose a risk of slips, trips and falls to members of the public.
SCORE: LIKELIHOOD 2 X CONSEQUENCE 2 = 4

5.2 Excavation

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Injury/death due to collapse of the excavation whilst in use. - People, materials, vehicles falling into the excavation. - Contact with existing services. - Undermining adjacent structures and uncontrolled subsidence.
CONTROL MEASURES
<ul style="list-style-type: none"> - Excavations are to be battered back to the correct angle of repose where practicable, and backfilled at the earliest possible convenience. No operatives will enter any excavation until the competent supervisor deems it safe for entry. - All significant excavations where entry is required will be inspected at the start of every work shift. - No works shall commence until existing services have been detected. - Any excavation left open for a significant duration will be fenced around or demarcated with high visibility tape. - Any excavation where the depth is assessed as posing a significant risk of falls to operatives or public will have a physical barrier erected around the head of the same. - Spoil removed from trench style excavations where battering has not proved practicable must be kept at least 1m from the leading edge around the top or as far back as the trench is deep.
SCORE: LIKELIHOOD 1 X CONSEQUENCE 4 = 4





5.3 Removal / Disposal of Waste

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Build-up of combustible materials. - Contamination.
CONTROL MEASURES
<ul style="list-style-type: none"> - Practise good housekeeping and have combustible waste taken off site on a regular basis. Keep waste away from sources of ignition. - Practice good hygiene and wear appropriate personal protective equipment. - Adequate welfare facilities will be provided.
SCORE: LIKELIHOOD 1 X CONSEQUENCE 2 = 2

5.4 Traffic Management

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Collision with pedestrians other vehicles on / off site. - Space constraints on site preventing large plant and delivery vehicles from turning on site. - Accessing / egressing the site with a poor visibility. - Soft/ uneven ground conditions. - Entering exiting the site along a narrow side road.
CONTROL MEASURES
<ul style="list-style-type: none"> - Utilise Banksmen to assist vehicles entering or exiting the site. - temporary trackway system is to be installed - Due to space restrictions on site, it is not possible to adopt a one-way traffic system. Pedestrian access can be via a separate route which is shown on the plan below. Materials will be stored at a designated location guided by site foreman - Banksmen will be highlighted and easily distinguished from other operatives on site by the wearing of high – viz, orange vests. Drivers will be made familiar with the hand signals that the Banksmen intends to use when directing vehicle movement on site. For the safety of the Banksmen, drivers will be made aware that they must keep Banksmen within their field of vision at all times, particularly during reversing. Drivers will be made aware that they must cease all manoeuvring when they lose sight of the Banksmen at any time. Manoeuvring can only continue when the driver regains visual contact with the Banksmen. Banksmen will also be required where vehicles are parked or working on the approach roads. There could be members of public walking adjacent to our site at any time so we need to be on the look- out for them constantly. There is a walking pace speed restriction for site access vehicles.
SCORE: LIKELIHOOD 2 X CONSEQUENCE 2 = 4





5.5 Working at Height

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Falls from working platforms. - Fall from edges of excavations - Falls off ladders. - Falls of materials.
CONTROL MEASURES
<ul style="list-style-type: none"> - Ladders to be checked for condition on a regular basis to ensure stability and strength. Ladders should be tied at the top or if impracticable anchored at the base to prevent swaying in any direction. Ladders should be placed on a firm level footing and set up at an angle of 75o one out for every four up. The vertical run of a ladder should not be in excess of nine metres without the provision of a landing platform. Ladders should only be used for access purposes only and not as a working platform. - Suitable working platforms with edge protection will be constructed to allow operatives safe access and fall protection during the construction process. - Provide fall protection systems below the working area where there is a danger of falling 2m or more. To be assessed on a site specific basis, but decisions should be made on the following order of preference: <ol style="list-style-type: none"> 1 – Fully guarded working platforms e.g. correctly installed scaffolding. 2 – Engineering fall arrest systems e.g. safety nets and airbags. 3 – PPE Fall arrest and fall restraint systems (only to be used as a last resort or in addition to the above methods.)
SCORE: LIKELIHOOD 2 X CONSEQUENCE 2 = 4

5.6 Lifting and Installation of Components

RISKS AND HAZARDS ASSOCIATED WITH THE TASK
<ul style="list-style-type: none"> - Deliveries unloading and storage areas - Materials falling. - Silica dust from scabbling operations. - Unstable ground conditions. - Mishandling of loads in excess of 1 tonne. - Working at height, detailing how operatives will be protected from falls during erection with particular regard to leading edge.
CONTROL MEASURES
<ul style="list-style-type: none"> - A site-specific lifting plan is to be agreed with the Contractor prior to the commencement of works. Ensure the load is correctly slung and that the crane safe working load is adhered to. - The crane should not be permitted to site until suitable hard standing has been laid and it can be ensured that no damage to the underground services can occur. The crane shall enter the site under the co-ordination of a trained Banksman and be located in the occasional / pedestrian site entrance. - All necessary investigations will be undertaken to ensure the suitability of the ground for the type of crane proposed prior to the commencement of works on site. A detailed lifting plan will be developed detailing safe slewing areas. - All lifting operations directed by a trained signaller. All lifting operations to be conducted by a competent crane operator. - All plant and equipment is to be inspected by the Site Foreman prior to the commencement works, and maintenance, testing and inspection records to be provided by the contractor. The lifting equipment must have been tested within the 6 months previous to its use. - Soft landing bags or a suitable alternative will be provided beneath all working areas where there are leading edges or gaps in the working platform to reduce the risk of injuries sustained from falls from height.
SCORE: LIKELIHOOD 1 X CONSEQUENCE 3 = 3





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5.7 Fire

RISKS AND HAZARDS ASSOCIATED WITH THE TASK	
<ul style="list-style-type: none">- Build-up of flammable materials.- Hot works.	
CONTROL MEASURES	
<ul style="list-style-type: none">- Site to be cleared regularly of combustible materials and waste.- Suitable fire points to be installed on the site. These should be placed in the easily accessible locations should consist of 7kg litre water and a 7kg powder extinguisher.	
SCORE: LIKELIHOOD 1 X CONSEQUENCE 2 = 2	

6. Health and safety File

Contractors have a duty to provide the Principal Contractor with any information relating to their works, materials and installations for inclusion in the Health and Safety File.

This information will be collated and filed with Maverick to refer to if needed.



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Page 275

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FIRE ACTION

If You Discover a Fire

Operate the nearest call point, hand bell or claxon

Call the fire brigade by telephoning 999

**If it is safe to fight the fire, do so
Otherwise leave the area by the nearest exit**

**Report to the assembly point on the access road
adjacent the site entrance**

Do not stop to collect personal belongings



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Page 276

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ACCIDENT AND EMERGENCY CONTACTS **IN THE EVENT OF AN ACCIDENT OR EMERGENCY**

Contact the relevant emergency services on 999

Contact the site first-aider

Send someone to help emergency services locate the accident or emergency

Ensure you and others are not in further danger

Emergency Contact Numbers

Director:	01202 607 475
Site Foreman: (TBC -Rob Farrow)	07402 346 864
Head Office:	01202 607 475
Nearest Hospital:	01792 702222
Police Station:	101 non emergency



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Page 277

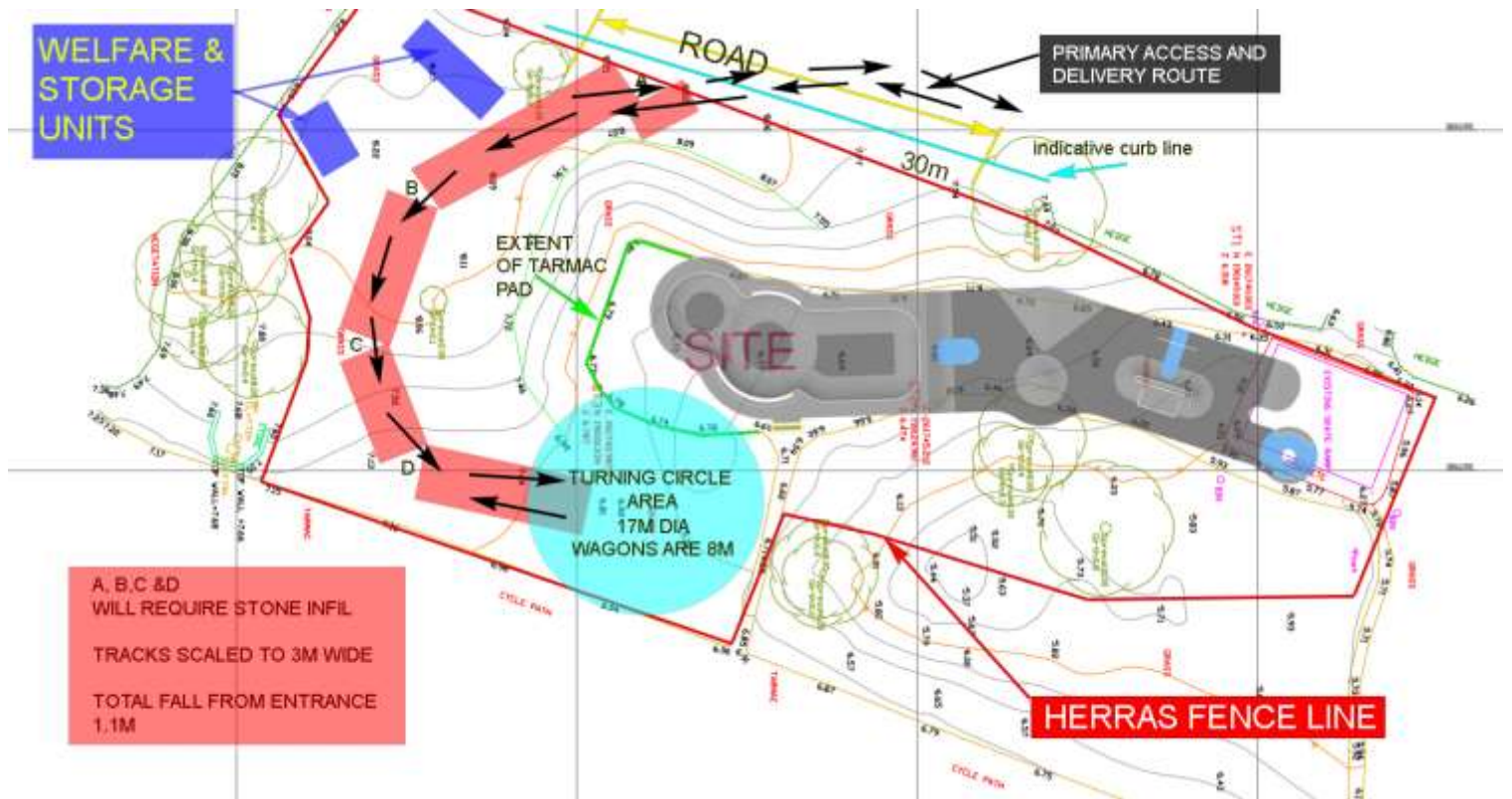
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SITE SET UP PLAN



Created by Mark Clogg

Director - Maverick Industries Ltd - Health & Safety Officer

23rd October 2018



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CONCRETE CONSTRUCTION STATEMENT MAVERICK INDUSTRIES LTD

PART 1: CONCRETE SPECIFICATION

Compliance Notes

Cement specification

Cement used will be ordinary and rapid hardening Portland cement compliant with EN197 or alternatively with the national standard on regulations valid in the place of use of the sprayed concrete.

Aggregates

Aggregate to comply with BS882 and shall be appropriate to the requirements of the application. For dry mixes the natural moisture content in the aggregate

Sand

Sands sourced will be cleaned and washed and compliant with the requirements of BS882

Water

Mixing water shall comply with the requirements of EN1008

Admixture

Admixtures for concrete and sprayed concrete shall comply with the requirements of EN934-2 and EN934-5 respectively and sprayed concrete admixtures with appendix 1. Other admixtures shall be permitted provided that they comply with the general requirements of industry standards Full account should be taken of their effect on the finished sprayed concrete and there should be sufficient data about their suitability, including previous experience with such materials.

Steel Reinforcement

Reinforcements specified shall comply with the requirements of EN206–1 and EN10080

Concrete

This shall comply to the requirements of EN206 – Concrete strength Specification shall conform to the following criteria as a minimum

Foundations: C16 / C20
Riding Surfaces: 28 day strength 40.2 N/mm² (mean average)



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Additions (if we chose to specify them)

The most commonly used additions in sprayed concrete are fly ash, ground granulated blast furnace slag and silica fume. These additions shall comply with the relevant European standards or regulations in place in the use of sprayed concrete such as EN450.

Curing agents (if we chose to specify them)

The curing agents shall be in accordance with the relevant European Standards or the National standards valid of the use of sprayed concrete

General Requirements

Consistency

The consistency required for wet spraying depends on the type of conveyance and the application procedure. For a given cement content & w/c ratio the consistency can be adjusted by admixtures added at the mixing plant or on site. Typically speaking we will be specifying a P450 mix with a 70 slump.

Working Temperature

The temperature of the mix before placing shall not be below 2°C and shall not exceed 35°C unless special provisions are in place. Spraying shall not be undertaken when ambient temperature is below 2°C or 2°C and falling.

Requirements of Durability – General

Maverick will produce a durable concrete which protects the reinforcing steel against corrosion, and withstands satisfactorily the working and environmental conditions to which it is exposed during its lifetime. The following factors shall be taken into consideration:

- Choice of suitable constituents, containing no harmful components, or those which may interact unfavourably.
- Choose a concrete composition that will satisfy all specified performance criteria.
- Chloride contents in in-situ sprayed concrete shall not exceed the values that are specified in ENV206 section 5.5
- Alkali content shall comply to the requirements of current National Standards to prevent Alkali – Silica reaction.

Method of Construction Preparatory work

Before spraying of the concrete can start the following preparatory work must be done:

- Poor and loose rocks or stones shall be removed from the surface
- Water ingress shall be engineered out by drainage solutions in line with our engineering drawing specification for the site.
- Loose soil shall be compacted and stabilised.
- Levels shall be set, coping bars placed in their final position and appropriate drainage systems constructed and tested.
- Appropriate rebar networks shall be installed on transitional elements and metal rib systems set utilising screed rails or similar.



Execution of Spraying

For spraying, the following shall be undertaken

- Preparatory wetting shall be carried out unless otherwise specified
- Larger cavities shall be carefully built up before the main application.
- Spraying shall start from the bottom and continue upwards (this is to avoid spraying in rebound losses).
- The nozzle direction shall generally be maintained at 90° to the surface
- Velocity and spraying distance shall be the optimum for maximum concrete adherence and compaction.

Curing

Sprayed concrete shall be cured in accordance with the recommendations set out in EN206 or any other method which has been shown to allow continuous hydration of cement over the curing period.

Curing agents which may impair bonding shall not be used where a further layer of sprayed concrete is to be applied.

Protection against frost is needed until the sprayed concrete has cured to the satisfaction of the Maverick site supervisor.

Our preferred method of curing however is to allow the concrete to cure naturally over time in controlled conditions without recourse to acceleration or retarding agents. It is anticipated that this time will be in the region of 4 to 6 hours after pouring

The Installation Process

Excavation

Check levels and validate throughout process

- Partially excavate 6m section of the site to the required depth (as per design)
- Using an excavator, excavate/grade ground in line with the profile of the previously installed rib sections
- Set in a new section of floor runner/shuttering, pin into ground and set in starter bars as specified
- Fill 6m section of excavated ground with 70mm of lean mix allowing for the removal of the shuttering and cross bracing
- Lay reinforcement mesh onto 75mm hy-chairs

Shotcrete application on Transitions and Flatbank sections

Final shotcrete layer of concrete applied during a dry spell of weather and should be applied to large sections of the skatepark

- Attach pre-rolled sections of coping to inset rib structures
- Spray one 70mm layer of shotcrete, to agreed specification. The layer of shotcrete is designed to encase the reinforcement mesh and provide approximately 40mm to top surface.
- Experienced trowellers will finish the shotcrete surface to an agreed transition surface tolerance of approx 3-4mm.
- Shotcrete layer will also be designed to meet with the coping (Galvanised steel tube 60.3mm OD). Beading will be formed around the top and bottom of the coping to prevent cracking of the concrete. (see Page 8 for details and pictures)



Flat Base/floors

After all transitional and banked sections of the park are completed the flat base will be constructed

- The base will be connected to the transition sections through the starter bars.
- Reinforcement mesh will be laid in the base using the conventional method and will be suspended using plastic or wire Hy-Chairs. The base will be filled with 70mm of lean mix 70mm of shotcrete. The reinforcement mesh will be designed to sit in the shotcrete mix at the same depth, as specified above.

Quality Control

The production of sprayed concrete shall be subject to control procedures. Quality Control is defined as a combination of actions and decisions taken in compliance with specifications and checks to ensure that the specified requirements are satisfied. However since any "P mix" concrete will not be guaranteed by any batching plant it is our experience that dictates conformity. If we decide its wrong, it is simply rejected.

Alignment control

Alignment control is necessary to establish line and grade in sprayed concrete construction and to ensure that proper and uniform material thickness and cover are maintained. Maverick will employ a mixture of depth gauges guide wires and cut ribs to create the formwork needed to ensure the correct angles are maintained especially in the transitional elements of the bowls we are creating.

Surface finishes

The specific finish requirements shall be defined as follows:

"As Shot" The sprayed concrete as left from the nozzle. The sprayed concrete shall be trimmed to true lines using a trammel between two temporary radius shutters (if no fixed radius points exist) and shaped to a uniform finish and left to part cure. When the site foreman decides the concrete is ready, the trowel finishing shall take place.



Trowelled finishes

Following the treatments as detailed in the “As shot” method the material shall be trowelled smooth in one or more “wipes” depending on the specified levels of polish with one or more of the following:

- Steel Float
- Wooden Float
- Brush
- Sponge



Build up sections

On occasion and where conditions dictate, it may be necessary to build a up a skatepark as a whole, or sections thereof by building up from the ground rather than digging into it or utilising the natural topography of the site. Where this is the case the following methodology will apply.

Retaining walls

Depending on the height of any retaining wall required, Maverick will either seek professional advice from accredited structural engineers and their recommendations will be followed over the composition, width and structural integrity. Or we will adhere to industry standards of low height retaining walls. BS 8006: 1995 governs the specification. Typically speaking we anticipated to utilise one of the following (or similar) to create any wall required.

- Aircrete Blocks 620mm x 215mm x 100mm
- Dense concrete Blocks 3.5n 440mm x 215mm x 100mm
- Hollow Dense Concrete Block 3.5n 440mm x 215mm x 140mm

The finish will conform to any specification laid down by tender documentation, expert advice or Maverick requirements and will be adhered to. Rendering or Spray concrete application will follow in the manner previously described, or alternatively the backfilling of and compacting of soil as required.

Block work

Street sections in Skatepark provision will require blocks or pads to be created with no set dimensional parameters. In addition to:

- Aircrete Blocks 620mm x 215mm x 100mm
- Dense concrete Blocks 3.5n 440mm x 215mm x 100mm
- Hollow Dense Concrete Block 3.5n 440mm x 215mm x 140mm

We can also utilise Polystyrene blocks or simply use wooden box formers. The choice will ultimately be Mavericks and will reflect the needs and strengths of the unit specified. Rendering or Spray concrete application will then follow to create the finished article.



It is possible that natural topography or compacted subsoil can be used as the base of any works. Spray concrete application in this manner was covered in preceding chapters.

Environment, Health and Safety

A reduction of the environmental impact and improved occupational health and safety has been among the priority objectives in the further development of sprayed concrete technology. Sprayed concrete with alkali-free accelerating admixtures can offer considerable advantages in terms of both environmental protection and occupational health and safety.

The application of sprayed concrete should meet all health, safety and environment regulations valid at the place of use. Prior to commencement of any contract a full risk assessment and safety plan should be established and approved.

Safety of Personnel - Dust concentration

During spraying, the building-site crew is at risk due to dust formation and the pollution of the air. The aerosols formed during the sprayed concrete application may constitute a health hazard and therefore have to be minimised. Dust is classified as an aerosol, as are smoke and mist.

Depending on the location and the point in time, the concentration of dust during spraying is subject to major fluctuations, which have to be considered in the interpretation of the results obtained. The fine dust concentration is assessed on the basis of the maximum permissible concentration of contaminants at the work place measured according to the Austrian Guidelines for Sprayed Concrete, Section 12.5.3. Fine dust is defined as dust likely to penetrate into the alveoli of the lungs.

The maximum permissible contaminant concentration at the work place is equal to the maximum permissible concentration of dust which, in general, does not adversely affect the health of workers in the case of repeated and long-term exposure, usually for eight hours, but for no more than 40 hours a week, without use of personal protective equipment (fine-dust masks).

Permissible dust concentration based on maximum permissible contaminant concentration at the work place:

Quartz content MAC value Type of dust Nature of dust% by weight c[mg/m³]

Q < 1 6 fine dust inert

1 < Q < 3.75 4 fine dust siliceous

Q > 3.75 0.15 fine quartz dust siliceous

(Ref: Austrian Guidelines for Sprayed Concrete, Section 12.5.3)

Given the fact that a range of activities are performed during tunnelling which produce varying amounts of dust, the assessment should be based on the entire working cycle. During spraying, a fine dust concentration of less than twice the relevant maximum permissible contaminant concentration at the work place should be aimed at as an hourly average. If personal protective equipment is used, higher limits are permissible, depending on the protective effect of the equipment. To diminish the dust load over the entire working cycle, the following measures are recommended:

- Dry spraying: use of moist aggregates, machine enclosure, favourable nozzle design, nozzle distance, water content
- Wet spraying with alkali-free accelerators
- Mechanical spraying arms



- Sufficient ventilation

Health hazards for building-site personnel, above all the risk of skin and eye lesions, can be prevented through the elimination of highly alkaline and strongly irritating admixtures, such as aluminate based products or waterglass.

Personal protection

Personal protection equipment should be always used:

- Helmet
- Goggles, visor
- Dust mask (respirator type - when required, depending on application method and conditions)
- Overalls
- Gloves
- Ear protectors
- Reinforced toe-caps

When applying sprayed concrete overhead, it is not allowed to walk below freshly placed concrete until sufficient strength has been reached. The required time span has to be based on early strength measurements and local conditions (temperature, cement type, dosage/type of sprayed concrete accelerator).

Precautions in the event of blockages of material lines and nozzle

- Whenever a blockage occurs, the operation of the following equipment has to be interrupted:
- Main air supply: to be turned off
- Spraying machine: to be exhausted and/or shut off
- Accelerator pump: to be shut off
- Air supply to nozzle: to be shut off
- Wet spraying machine: take off concrete pressure by reversing the pump.
- Before demounting the line: secure the material lines/nozzle from uncontrolled recoil.
- No personnel in front of the hose under demounting or until the pressure in the material line is relieved.

Safety of hoses and couplings

- Only special reinforced and approved concrete hoses and couplings should be used. In general they should be approved to a bursting pressure equal to twice the actual working pressure.
- All connections/couplings (of concrete, water, accelerator and air hoses) should be equipped with secondary safety fittings.
- All couplings/hoses should be regularly checked and tested.

Environmental issues

Local regulations and standards for environmental issues shall be implemented and followed. The following environmental impacts should be considered:

Impact on soil

In the course of spraying, some of the concrete mix drops to the ground as rebound and is removed together with the excavated material.

Given the fact that the rebound mixes with the excavated material and an environmental impact cannot be altogether excluded, a reduction of the rebound ratio is desirable.



Impact on Water

When used in tunnelling, sprayed concrete may be in contact with rock and ground water. Increased leachability of sprayed concrete may therefore lead to segregation and long-term impact on draining water. Since the leachability of normal concrete is very low even after a short period of hardening, an adverse impact on water quality has not been observed. Thus, concrete qualifies as an environmentally safe construction material. The same applies to sprayed concrete with alkali free accelerators. The use of accelerators based on alkali aluminate and/or silicates increases the portion of leachable materials in sprayed concrete. The leachability of the rebound is also adversely affected.

Although the likelihood of Maverick getting involved with any form of tunnelling work is remote the section above has been included purely as a precautionary measure.

PART 2: STEEL SPECIFICATION

Maverick Industries Ltd were instrumental in creating a sustainable method of construction that will enhance build accuracy and design out the potential for cracking and chipping of concrete elements during the skate park's life time – Please refer to our 'Steel Construction DWGs for detailed specification.

A key element of riding a skate park is the act of 'Grinding'. This is where the rider slides along an edge of a block, side of an element or a line of coping. Conventionally built concrete parks were prone to chipping where the concrete was not protected

During the engineering design phase the scheme is scrutinised to identify sections of the park where skaters will attempt to 'grind'. These areas will then have a variety of galvanised steel edgings specified, ranging from 50mm Box Section or Equal Angle – typically used on Grind Boxes through to rounded beading or strip that will form the convergence line of a pyramid or rollout from a hubba.

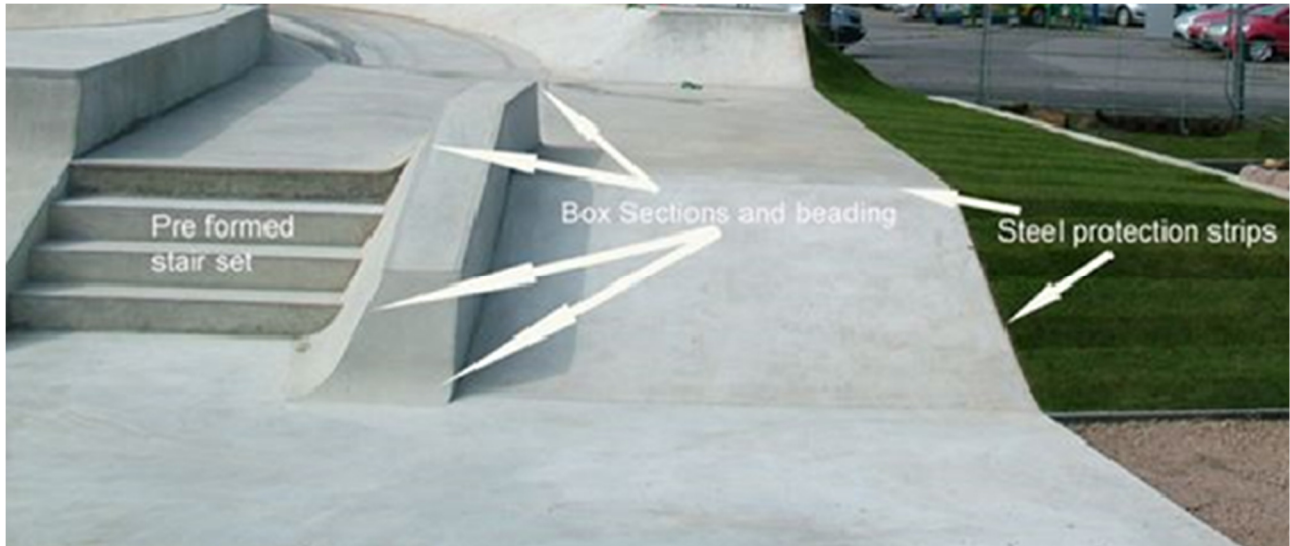
By specifying a steel set into a concrete feature, we also need to be mindful of the two differing coefficient rates of linear expansion and thinning of concrete as the two elements join. To combat these facts and remove the chance of any cracking caused by this arrangement we utilise an edging tool that creates a small "V" shape between the steel and the concrete. This can be seen in the two pictures below:



Edging Detail showing the 'V' cut



Further examples of steel use can be seen in this picture of our skate park in Dorchester whilst clearly still in the build process. By no means exhaustive in terms of all the steels that could have been notated in just this picture, it does however give an indication as to why our parks hold up so well and are recognised as being technically perfect by the riders themselves



References

The following list notates the Codes and standards that were referenced partially or wholly in the above. The list is by no means exhaustive but covers every aspect of provision Maverick consider to be important.

EN 196-3 Methods of testing cement - Part 3: Determination of setting time and soundness
EN 196-6 Methods of testing cement - Part 6: Determination of fineness

EN 197-1 Cement - Composition, specifications and conformity criteria - Part 1: definitions and compositions

EN 206 Concrete - Performance, production, placing and compliance criteria
EN 480-1 Admixtures for Concrete, Mortar and Grout; Test Methods - Part 1: Reference concrete and reference mortar for testing

EN 480-2 Admixtures for Concrete, Mortar and Grout; Test Methods - Part 2: Determination of the setting time
EN 480-6 Admixtures for Concrete, Mortar and Grout; Test Methods - Part 6: Infrared analysis

EN 480-8 Admixtures for Concrete, Mortar and Grout; Test Methods - Part 8: Determination of the conventional dry material content

EN 480-10 Admixtures for Concrete, Mortar and Grout; Test Methods - Part 10: Determination of water soluble chloride content

EN 934-2 Admixtures for Concrete, Mortar and Grout - Part 2: Concrete Admixtures - Definitions, Specifications and Conformity Criteria

EN 934-6 Admixtures for Concrete, Mortar and Grout - Part: Sampling, quality control and evaluation of conformity

EN 1008 Mixing Water for Concrete - Specification and Tests

EN 1542 Products and Systems for the Protection and Repair of Concrete Structures; Test Methods - Pull off test

EN 4012 Testing concrete - Determination of compressive strength of test specimens
EN 4109 Testing concrete

- Determination of consistency - Slump test

EN 7034 Testing concrete - Cored specimens - Taking, examining and testing in compression



Acknowledgements

In the production of this method statement some factual and technical information was drawn from many sources and due deference specifically to the BSI and EFNARC authorities and their websites has been paid and is acknowledged.

Reviewed 20th April 2017

Mark Clogg

Maverick Industries Ltd



MAVERICK
INDUSTRIES

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Page 288

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MAVERICK
INDUSTRIES

Llwynderw Skatepark – Design and Build

Management Procedures – A statement

To include Health and Safety, Quality Assurance, Risk Management

Health and Safety:

We pride ourselves on the professional approach to Health and Safety we have adopted since our inception. Naturally we are CHAS and Constructionline Accredited but we do not just pay lip service to H&S matters. We have a very well embedded culture of Safe Systems of Work and practices throughout our organisation which are constantly monitored and developed at Director level.

We operate an open door policy with our workforce and if they are able to identify methods of working that can improve site safety, these revised methods will be instantly incorporated into the appropriate method statements. We have a set of generic Risk Assessments that remain the same irrespective of the site we are working on, but we will also produce site specific Risk Assessments where needed along with a Pre-construction Health and Safety Plan and a Site Specific Construction Method Statement.

We are very proactive in keeping site crew informed of current legislation or indeed if the H&SE issue directives for employers to focus on issues such as (recently) airborne silica particulates being released into the atmosphere during the construction process and how to safeguard the site crews' wellbeing. We in such circumstances, meet with all the operatives and explain the notice that has reached our attention and the dangers it may represent. We then jointly formulate a way to control the risk to an acceptable level that will meet the H&SE's directives. In the case of the Silica notice, upgraded fully fitting face masks were provided and when concrete needed to be cut using a power saw, we instigated a regime where crews worked in pairs, one cutting and the other constantly spraying the saw blade with water to reduce the creation of dust to practically zero.

Each project we start begins with Maverick's H&S Officer – who is IOSH accredited - meeting the crew on site and holding a tool box talk where any site specific H&S issues are specifically highlighted. This is generally the cumulation of data gathered in desktop surveys, formal site surveys and locally sourced knowledge of historical works that may not show up on the various surveys carried out.

The most common issue we encounter is buried services, at our planning stage we will have ensured all works would meet with respective easement areas but any detected or known services will as a matter of course, be marked to ensure a visual representation of their existence remains for the duration of the works to ensure they are not accidentally disturbed.

We had previously alluded to our day to day H&S practices but in addition, we hold on a monthly retainer the services of MSAFE Ltd. to offer specialist advice whenever it is needed, and we hold an annual meeting with Nathan Pitt in our offices to run through our procedures and to cross check that we have identified all relevant H&S updates to ensure we are remaining compliant in all areas of our work.

Their website can be interrogated by pasting this link into your browser:

www.msafe.co.uk



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Quality Assurance:

We believe we are alone in the UK skate industry in operating a Total Quality Management System known as Six Sigma. We have found this aligns itself with our requirements much more than the conventional ISO 9001 QMS.

Our superlative reputation for quality throughout the entire delivery process is set and recognised by both users and clients and the finished product speaks for itself. We therefore are confident in stating our TQMS is both appropriate to our needs and clearly works.

We have completed a draft set of Six Sigma documents which will obviously need development as time goes on but they will form the backbone of our TQMS which will run alongside all our future dealings.

Risk Management:

This heading can be interpreted in two ways. We believe we have already covered the risk management on site above under the Health & Safety heading, however we can also consider Risk Management as being the process of identifying, assessing and controlling an organisation's capital and earnings. Such threats or risks could stem from a wide variety of sources including financial uncertainty, legal liabilities, strategic management errors, accidents and natural disasters.

In short, Risk Management at Maverick refers to the practice of identifying potential risks in advance, analysing them and taking precautionary steps in advance to reduce or preferably avoid the risk entirely. When you interrogate our Six Sigma document, you will see that we place great store in ensuring any design we offer has been carefully costed. Every external financial pressure is considered and accounted for within our own costing tool. This therefore highlights at a very early stage if the design is financially viable and once set, allows us to project budgetary requirements. If we are at a stage where we have a formal order the scheme is then placed in our cash flow forecast which also highlights payment dates to the various HMRC departments and suppliers.

After eleven years of providing skate parks to the public sector we have become adept at identifying the projects we are most likely to win which helps us to understand in the broadest of terms, what our requirements may be up to eighteen months in advance. Likewise we have already won a great many projects which are not yet fully funded or perhaps have issues such as planning and the suchlike yet to overcome. All these factors feed into our overall "Big picture" and updates on these are usually gained on a monthly basis.

Our accountant spends an afternoon each week with us updating and analysing cash projections as well as tracking our invoices to ensure we have a very robust understanding of our weekly financial wellbeing for up to three months in advance.

We have always believed in paying our suppliers on time as well as honouring our obligations to the crown in a timely fashion which ensures we do not enter the realms of long term historic debt. Keeping a finger on our fiscal pulse is common sense and is a professional and sensible way to run our business. We know well in advance when large payments will need to be made and by judicious application of cost control, we can ensure our obligations are met without compromising our ongoing cash flow forecasts.

Fortunately legal liabilities can be kept to a very manageable and minimal amount by simply running the company ethically and honestly. Strategic management errors are also kept in check by the way we operate. No single decision of strategic importance is made by just one person. Every decision that can have a bearing on the company's direction is discussed and analysed by all the directors together and sometimes with our accountant as well if it is seen to be desirous.

We keep returning to the Six Sigma TQMS. By understanding our business at a micro level we are able provide the client with a proposal that will meet their aspirations and will conform to their definition of success. We know we will be able to deliver it for the fixed sum we have promised and equally importantly, we have the financial stability built in from the start that will enable us to fulfil our obligations in the long term to the client should any remedial work be required during the guarantee period.



Accidents in the real world cannot be entirely ruled out. All we can do is to put in place systems of work that are proven to be safe, provide a working environment that is conducive to SSOW and give crews the right tools to do their job. *Should* something unforeseen happen, we have the policies, procedures and back up suppliers in place that will allow us to mitigate the effect of such an event to the degree that the delivery team or supply chain will appear to be unaffected.

Keeping site equipment in good order is part of site crews daily routine. Equipment failure at the wrong time can have knock on consequences affecting programming as well as financials.

We took the decision several years ago to purchase our own concrete pump which ensures the most important piece of equipment we use is entirely under our own control. We know it to be fit for purpose, clean, well maintained and only ever used by ourselves.

Perhaps using the term natural disasters may sound like over kill but one thing we have no control over is the weather. Unseasonal weather trends can catch anyone out, but our site build programming has the ability to be flexible should prevailing conditions temporarily preclude certain procedures. Likewise, we can take a pragmatic view of what we are likely to achieve during a given period of the year and a projected build programme will have considered and costed for, anticipated seasonal weather patterns. Each project also has a contingency period built in to allow for the theoretical “unseen eventualities”.

It is this level of understanding and preparedness that has allowed us to become the success we are.





Minutes of Council Meeting

9 June 2020

MINUTES of the MONTHLY MEETING of MUMBLES COMMUNITY COUNCIL held via Zoom on Tuesday 9 June 2020

Present:

**113.06 Councillors(s)
.2020**

Pam Erasmus
Rebecca Fogarty
Gareth Ford
Adam Gilbert
Richard Jarvis
Myles Langstone
Sara Keeton
Rob Marshall

Councillors(s)

Martin O'Neil
Phillip Reason
Ian Scott
Carwyn Thomas
Will Thomas
Carrie Townsend Jones
Linda Tyler-Lloyd

114.06 In attendance:

Steve Heydon (Clerk), Paul Beynon (RFO)

115.06 Apologies for Absence

Councillors: Tim Bull & Rebecca Singh

116.06 Declarations of Interest

Rebecca Fogarty declared an interest in item **166.06** as her husband runs a similar company to the Lighthouse Theatre

Cllr Myles Langstone declared a personal interest in item **170.06** as he objected to the original proposal

Rob Marshall declared an interest in item **166.06** as he is friends with the Lighthouse Theatre.

Cllr Ian Scott declared a personal interest in item **170.06** as he objected to the original proposal.

Cllr Will Thomas declared a personal interest in item **170.06** as he objected to the original proposal.

117.06 Minutes of the Monthly Meeting held on 10 March 2020

RESOLVED to confirm as a correct record the minutes of the Monthly Meeting held on 10 March 2020.

118.06 Minutes of the Special Meeting held on 11 May 2020

RESOLVED to confirm as a correct record the minutes of the Special Meeting held on 11 May 2020.

119.06 Minutes of the Annual Meeting held on 19 May 2020

RESOLVED to confirm as a correct record the minutes of the Annual Meeting held on 19 May 2020.

120.06 Minutes of the Special Meeting held on 27 May 2020

RESOLVED to confirm as a correct record the minutes of the Monthly Meeting held on 27 May 2020.

121.06 Clerk' Report

The Clerk's Report was circulated with the agenda pack.

RESOLVED that this be noted.

122.06 Chair's Report

The Chair's Report was circulated with the agenda pack.

RESOLVED that this be noted.

Finance Report

	Electronic Payments for Approval	£	£	£
123.06	23/03/20 Barclaycard March 2020 Statement – see below	1,033.26	0.00	1,033.26
124.06	21/04/20 Barclaycard April 2020 Statement – see below	539.34	0.00	539.34
125.06	29/04/20 Alain Thomas Consultancy – Advance of Fees	350.00	0.00	350.00
126.06	01/05/20 Ostreme Community Association - Rent	800.00	0.00	800.00

127.06	04/05/20	Alain Thomas Consultancy – Evaluation March 2020	956.00	0.00	956.00
128.06	04/05/20	Peter Lynn & Partners - Ostreme	1,653.50	330.70	1,984.20
129.06	04/05/20	Peter Lynn & Partners - Ostreme	393.90	76.38	470.28
130.06	04/05/20	Peter Lynn & Partners – Ostreme	261.30	52.26	313.56
131.06	15/05/20	Barracwda – Dragon Parade	600.00	0.00	600.00
132.06	15/05/20	Picseli – Multimedia Consultant May 2020	416.67	83.33	500.00
133.06	15/05/20	Complete Self Storage – May 2020	116.67	23.33	140.00
134.06	15/05/20	Ffion Powell – Volunteer Shopping Reimbursement	68.27	0.00	68.27
135.06	15/05/20	Sally Webber – Volunteer Shopping Reimbursement	22.75	0.00	22.75
136.06	20/05/20	Upper Norton Field Allotment Association - Grant	500.00	0.00	500.00
137.06	20/05/20	Amanda Evans – Volunteer Shopping Reimbursement	35.21	0.00	35.21
138.06	21/05/20	Barclaycard May 2020 Statement – see below	640.97	0.00	640.97
139.06	22/05/20	Virgin Media – Broadband/Phone May 2020	73.93	14.79	88.72
140.06	22/05/20	Cllr Richard Jarvis – Councillor Allowance 2018/19 and 2019/20	130.10	0.00	130.10
141.06	22/05/20	Ffion Powell – Volunteer Shopping Reimbursement	40.99	0.00	40.99
142.06	25/05/20	Staff Salaries - May 2020	2,534.11	0.00	2,534.11
143.06	26/05/20	Sally Webber – Volunteer Shopping Reimbursement	40.16	0.00	40.16
144.06	29/05/20	Gareth Bowen – Volunteer Travel Expenses	28.35	0.00	28.35
145.06	29/05/20	HMRC – Payroll Deductions Month 2	185.46	0.00	185.46
146.06	01/06/20	Sally Webber – Volunteer Shopping Reimbursement	22.50	0.00	22.50
147.06	01/06/20	Heatwave Marketing – COVID-19 Co-ordinator	726.23	0.00	726.23

148.06	01/06/20	Ostreme Community Association - Rent	800.00	0.00	800.00
150.06	02/06/20	Mumbles Community Association – Professional Fees	16,298.00	0.00	16,298.00
151.06					
152.06		Total	29,267.67	580.79	29,848.46

154.06 Barclaycard Purchases – March 2020 Statement

£

Apple – iPad Additional Storage	0.79
Catalyst2 Services – Website Hosting	15.59
Reach Publishing – EEO Advert	480.00
Survey Monkey – Annual Subscription	408.00
Giff Gaff – RFO Mobile Phone	6.00
Microsoft – Online Services	100.32
Microsoft – Online Services	22.56

Total

1,033.26

155.06 Barclaycard Purchases – April 2020 Statement

£

Apple – iPad Additional Storage	0.79
Catalyst2 Services – Annual Licence	118.80
Catalyst2 Services – Website Hosting	15.59
Giff Gaff – RFO Mobile Phone	6.00
Fluid Branding – Bamboo Pens	249.60
Microsoft – Online Services	100.32
Microsoft – Online Services	48.24

539.34

156.06 Barclaycard Purchases – May 2020 Statement

£

Apple – iPad Additional Storage	0.79
Vodafone – Mobile Phone Top Up	10.00
Amazon – RFO Printer Cartridges	35.70
Catalyst2 Services – Website Hosting	15.59
Giff Gaff – RFO Mobile Phone	6.00
Microsoft – Online Services	100.32
Microsoft – Online Services	45.12
EE – Mobile Phone Top Up	10.00
Zoom – Monthly Fee	14.39
Kingsbridge Print – COVID Leaflets/ID Badges/Lanyards	339.12
Argos – EEO Computer Storage	63.94
Total	640.97

157.06 Income

£

01/06/20 NEST – Pension Contribution Refund	117.03
Total	117.03

158.06 Bank Balances at 04/02/2020

£

Current Account	29,935.76
Savings Account	645,594.47
Total	675,530.23

159.06 Cllr Reason joined the meeting.

160.06 The meeting was adjourned to allow Alain Thomas to present his report.

161.06 A Review of the Council’s structures, processes, and staffing arrangements

Alain Thomas introduced his report to councillors.

162.06 Myles Langstone left the meeting

163.06 Skate Park Funding Proposal

PROPOSED by Rebecca Fogarty
SECONDEDED by Pam Erasmus

PROPOSE that, following the advice of the RFO and the Clerk, the attached funding package for the skatepark be put into place to satisfy the conditions for proven sustainable funding for the Mumbles Skatepark, demanded by the due diligence exercise of Swansea Council.

- a) That Mumbles Community Council underwrite any shortfall in funding up to a total of £362,240 in 2020-2021 to enable the Skatepark to be built in this financial year
- b) That a stage 1 grant application be submitted to Community Lottery Fund Wales.

A named vote was called:

For: Cllrs: Pam Erasmus, Rebecca Fogarty, Gareth Ford, Adam Gilbert Richard Jarvis, Sara Keeton, Rob Marshall Martin O'Neil, Phillip Reason Ian Scott, Carwyn Thomas, Will Thomas, Carrie Townsend Jones

Against: None

Abstain: Cllr Linda Tyler Lloyd

RESOLVED that the motion be **PASSED**

Items from the Cultural Well-being Committee

164.06 Name of Committee

As many of the events and activities organised by the Committee are aimed at tourists and visitors as well as the local community.

RESOLVED that the name of the Committee be changed to the Cultural and Tourism Well-Being Committee.

165.06 Re-establishment of Mumbles Chamber of Trade

The committee believe that it would be beneficial if the Mumbles Chamber of Trade was re-established to help support shops and businesses going forward. The intention is to include all commercial areas of Mumbles and

ideas included improved signposting and production of a map to guide visitors. It is also felt that the Mumbles Chamber of Trade could help to attract sponsors for future events being arranged by the Committee.

RESOLVED that the Council supports the re-establishment of the Mumbles Chamber of Trade and a working group be set-up to plan the re-establishment of the Chamber of Trade.

166.06 Mumbles Guided Walks

The Committee budget includes £1,500 for the Lighthouse Theatre which it is proposed is used to develop, research, create and write four filmed walking tours of Mumbles of roughly 15 minutes duration. The videos will be displayed on media portals and websites associated with Mumbles, Swansea Bay and the Lighthouse Theatre.

RESOLVED that a payment of £1,500 is made to the Lighthouse Theatre to create four filmed walking tours of Mumbles from the Mumbles Guided Walks budget.

167.06 Myles Langstone re-joined the meeting

Recommendations by the Community & Social Well-being Committee

168.06 Underhill – MCA/MCC Group

RECOMMEND that Martin continue to Chair the group and MCC representatives be Chair of Community & Social Well-being Committee, the Vice Chair of Council (as Chair could not fill the role) be appointed, together with one other councillor appointed by Council.

Two candidates – Carwyn Thomas & Carrie Townsend Jones were proposed and seconded.

A named vote was called:

For Carwyn Thomas: Cllrs: Adam Gilbert, Myles Langstone, Rob Marshall Martin O’Neil, Phillip Reason, Ian Scott, Carwyn Thomas, Will Thomas & Linda Tyler-Lloyd

For Carrie Townsend Jones Cllrs: Pam Erasmus, Rebecca Fogarty, Gareth Ford, Richard Jarvis, Sara Keeton & Carrie Townsend Jones

RESOLVED that Cllr Carwyn Thomas be appointed.

Recommendations by the Environmental Well-being Committee

169.06 Co-opting & Appointing Members of the Committee

RESOLVED that Ruth Cronin & Ed Hall be co-opted members of the committee

Recommendations by the Planning Sub-committee

170.06 Planning Application 2018/2634/FUL - 31 Dwellings on Land off Higher Lane

RESOLVED that Mumbles Community Council objects to this planning application on the grounds of the issues raised in the Lichfield's report commissioned by the Council which have not been addressed by the developer and the Statement of Common Concerns and Expectations produced by the community in response to the latest consultation on the application.

171.06 Appointment of Committees

RESOLVED that:

Cllr Pam Erasmus be appointed to the Environmental Well-being Committee

Cllr Sara Keeton & Richard Jarvis be appointed to the Cultural & Tourism Well-being Committee

(and after the following named vote:

For Ian Scott: Cllrs: Myles Langstone, Phillip Reason, Ian Scott, Carwyn Thomas, Will Thomas & Linda Tyler-Lloyd

For Sara Keeton Cllrs: Pam Erasmus, Rebecca Fogarty, Gareth Ford, Martin O'Neill, Richard Jarvis, Sara Keeton & Carrie Townsend Jones)

Cllr Sara Keeton was appointed to the Community & Social Well-being Committee

Meeting closed at 8:20 pm



Skatepark Funding Proposal

PROPOSE that, following the advice of the RFO and the Clerk, the attached funding package for the skatepark be put into place to satisfy the conditions for proven sustainable funding for the Mumbles Skatepark, demanded by the due diligence exercise of Swansea Council.

- a) That Mumbles Community Council underwrite any shortfall in funding up to a total of £362,240 in 2020-2021 to enable the Skatepark to be built in this financial year
- b) That a stage 1 grant application be submitted to Community Lottery Fund Wales

Introduction

The Mumbles Skatepark is one of the most supported developments that Mumbles Community Council has ever proposed. This proposal is put forward following the resolution that was approved at the Special Meeting on May 27th: 'that our Council supports the proposal, which enables progress on the facilities at Underhill Park without jeopardising the ability of MCC to progress other projects to which it is committed in this financial year'. The proposed funding package outlined here clearly demonstrates how this can be achieved with regards to one of those projects, namely Mumbles Skatepark.

The expectation of grant funding for the Skatepark has now significantly changed, meaning that while grants are potentially available, it cannot be considered as guaranteed funding. In order to have the Skatepark operational by next Summer, the business plan demonstrating proven sustainable funding will need to be submitted to Swansea Council as soon as the independent consultant has completed their work (estimated end of June 2020), in order for Cabinet to agree the lease and for work on the site to start.

Funding

The total funding required to complete the build and landscaping of the Skatepark is £362,240. Annual revenue costs will be a maximum of £12,689 and most likely considerably less.

CAPITAL Costs:

Build plus:

Landscaping	
fencing and hedging	
wheelchair accessible picnic benches and tables	
bike racks x2	
planters	
palm trees	
gates	
litter bins	£334,990
Water Fountain supply and installation, including laying water supply	£7,500
Additional Benches and Bins	£2,500
Contingency (5%)	£17,250
TOTAL	£362,240

REVENUE Costs (per annum):

Grass Cutting and Bin emptying (Swansea Council contract)	£3,715
Annual Inspections (RoSPa Play Safety Ltd)	£400
Cleaning/painting/general maintenance	£1,500
Graffiti removal (allows for 10 incidents per year)	£150
Insurance (allows for unlimited Skateparks, Zip wires and BMX tracks)	£224
Sinking Fund representing 2% of build cost (expected minimum 25 year life)*	£6,700
TOTAL	£12,689

*The Sinking Fund represents the ringfencing of a set amount from the precept each year to build up a fund to pay for major repairs and refurbishment as they arise during the lifetime of the facility. This is something that all capital projects should allow for and is a specific requirement of Swansea Council.

This proposal sets out how these costs can be covered.

CAPITAL Costs:

The National Lottery Community Fund Wales, along with all other Lottery Funds, are currently prioritising applications that relate to the Coronavirus pandemic:

We are prioritising applications from:

1. Organisations supporting people who are at high risk from COVID-19

2. Organisations supporting communities most likely to face increased demand and challenges as a direct result of COVID-19
3. Organisations with high potential to support communities with the direct and indirect impact of COVID-19

(Source: <https://www.tnlcommunityfund.org.uk/funding/wales> - accessed 03/06/2020)

This does not mean MCC cannot apply, but it does mean that our application will, to all intents and purposes, be put on hold until the crisis is over. The National Lottery Community Fund Wales cannot give a guarantee of when our application would be processed and it may not be prioritised at all if the health and/or economic situation worsens or continues beyond October.

Therefore the following proposal will enable the Skatepark to be built this year without itself jeopardising any other projects if, as expected, grant funding is not available:

Source	Amount
Earmarked Funds	£130,00
Previously identified underspends from 2019-20 and virement of funding not otherwise needed in this financial year (2020-21)	£232,240

EXPLANATORY NOTES

- a) £130,000 is already earmarked in this year's budget for the Skatepark.
- b) The Underhill Park proposal identified £360,000 of underspends and potential virements. Reallocating £232,240 to the Skatepark will not affect the funding required for Underhill in this financial year. It will leave £127,760 available to complete the refurbishment of the Underhill Pavilion (costing £100,000), providing the first of the new changing rooms and the much-needed public toilets in this financial year. This will ensure that both these flagship projects can get underway this year – as well as completion of the first two Tennis Courts at Langland.
- c) The current lockdown has caused the cancellation of planned events and activity which can no longer go ahead. There are therefore likely to be additional underspends to cover unexpected demands within this financial year.
- d) This proposal will not jeopardise the main building project for Underhill, as loan funding is being requested, and is therefore outside the scope of MCC current funds.
- e) The funding towards the all-weather pitch is not required until at least Year 3 of the Underhill project. This can be recouped over the next two or possibly three years through the precept.
- f) Ongoing revenue costs are minimal. Annual maintenance costs can be more than covered without recourse to MCC funding (detail provided below). The only draw on MCC resources is the Sinking Fund annual reserve of £6,700, as described above.
- g) We have already been approached by one major business wishing to sponsor the Skatepark. Cllr Reason is confident there will be more wishing to do so.

- h) Mumbles Skatepark Association is a Charitable Association set up to raise funds towards the ongoing maintenance, and to add extra facilities to, the new Skatepark. It is already actively fundraising.

REVENUE Funding (per annum)

Our aim is wherever possible for the Skatepark to be 'self supporting' for costs and maintenance. MCC have already been approached by a local business interested in sponsoring the park. No figure has yet been agreed.

Local annual business sponsorship will include advertising opportunities on the park, social media and internet promotions linked to the park and naming rights for some events held at the park.

All amounts are estimates at present but we feel confident these amounts can be achieved.

Sponsorship

Main sponsor	12 x payments of £350	£4200
Secondary sponsors (smaller one off support from local businesses)		£1500

Revenue from events (organised by the skaters)

Annual national event for x 100 participants at £5 each	£500
3 smaller local events x 50 participants at £3 each x 3 events	£450
Mumbles Skatepark Association funding	£1,000
Estimated total – revenue funding	£7,650

Revenue from grant funding will also be explored.

Conclusion

We all appreciate that the pandemic has had a truly terrible impact on all our lives. The lockdown has restricted our ability to interact with friends and family in the beautiful setting that we are so lucky to call home, with many experiencing a negative impact on their physical, mental and social well-being. However, in Mumbles we have witnessed the strength of our community as we have come together to battle the impacts of the Coronavirus crisis. We believe that MCC is in a unique position to celebrate our community, and its determination, by providing the community the facilities that will reward and sustain this resilience. Built facilities are central in encouraging community members to interact and enjoy the environment they live in. This proposal demonstrates how we can have not one, or two, but three fantastic community facilities within this financial year.

Langland Tennis Courts – win
 Underhill Park – win, win
 Mumbles Skatepark – win, win, win!

Thank You!



MAVERICK
INDUSTRIES

Maintenance & Guarantee Statement

Llwynderw Skatepark

By choosing a skate facility made from in situ sprayed concrete the usual issues concerned with Maintenance and Durability can largely be set aside. Our superior method of finish will ensure your maintenance will be restricted to a series of simple visual checks to ensure undesirable foreign objects such as broken glass, sharps or even makeshift wooden obstacles have not found their way onto the park.

In Autumn months any leaf fall in the park should be removed as when they become wet they will present a real slip hazard to the users. We suggest a broom could be made available to the users so they can clear the park themselves as and when is needed in addition to a scheduled council operative clean.

We suggest a simple sign off book register is employed to state the date and time inspections are carried out, by whom and if anything untoward was found, and what arrangements have been made to rectify whatever fault has been found.

Since we are specifying a spray concrete facility there are NO fixings to break or come loose, there will be no safety hand rails that can fail. In reality all that is likely to be needed to be done is to litter pick the park and empty the bins. The park will not need to be treated with any specialist products.

The council will need to decide on their stance re graffiti. We can recommend products supplied by others to remove this. Generally, our parks for whatever reason do not appear to attract tagging on the riding surface. This is more about enforcing the local viewpoint and engendering respect amongst locals.

We recommend 'Graffiti Go' as a suitable product for removing Graffiti. Applied with care, and in line with the instructions then sponged off, this will do the job. You can purchase this directly on the following link:

<https://www.toolstation.com/shop/p21232?table=no>

Jet washing should only be used as a last resort as this can remove the cream from the concrete if not carried out with great care.

It should be noted that ALL concrete parks will at some point develop hairline cracks. With the reinforcement sheeting and steel "spiders web" arrangements in place and unseen on the finished article, this is absolutely of no consequence whatsoever. It is even to be expected. The design of the park from an engineering platform ensures it will be stable and will conform to all the relevant guide lines; however, you will have a full set of engineering drawings that will confirm that your park has been designed correctly.

In the highly unlikely event of finding a structural fault with one of our parks we simply ask you make contact with our office and send an email with pictures of what is concerning you. We will take whatever action is appropriate upon receipt.

The high C values that we build our parks to will ensure our facility is durable and completely fit for purpose. Anywhere where we would anticipate the users will "grind" has been protected by galvanised box steel, this will stop the chipping one usually sees in inferior park designs.



MAVERICK
INDUSTRIES

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COMPANY REG
06202977
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Any edges such as floors or platforms which would not be used in such a way have been treated with a “rounding tool” this creates a radiused edge which not only adds an aesthetically pleasing finish, it will also deter cracks or chipping from appearing. The details of this will be found in the supplied engineering drawings and method statements.

We are aware that BMX bikes with “stunt pegs” have been known to damage skate parks, some scooters also have metal pegs. It is completely acceptable to state that metal pegs are NOT ALLOWED on this facility. There are many such rules in force in skate parks across the country and they tend to be self policed and enforced by the users themselves. The low decks on scooters can cause scuff marks on the concrete which though unsightly, is an unavoidable part of the wear and tear that a well used facility will experience.

We have done everything in our power to protect the park by ensuring every grindable edge is covered by the galvanised box section.

We are confident that our specification will stand the test of time as we have projects in the ground that are not showing adverse wear and tear after many years of use.

The beauty of providing a facility in spray concrete is the ease in which it can be repaired if it is ever needed. Any person with basic home DIY skills can mend any slight defects, we would advise that you simply contact us with a picture of what is worrying you, we will advise the appropriate course of action and if anything is required, it is likely that you will only need a small amount of one of these two (or similar) products:

<https://www.allfix.co.uk/productgrp/spit-c-mix-plus-polyester-resin-basic>

<https://flexcrete.com/flexcrete-products/concrete-repair-products/concrete-repair-mortars/monomix-hd-concrete-repair/>

Copings at weld points can be maintained if necessary by utilising Anti-Rust Galv Spray:

<https://www.actioncan.com/product/zg-90/>

Other areas where welds are visible should be checked for integrity and can likewise be treated with Galv Spray should “grinding” wear off the protective zinc we applied when the park was built.

If a formalised drainage system has been specified with this project and we will provide you with a Hex key in order for the drain to be checked and cleaned. The sump pot under the drainage cover may need occasional cleaning of debris to ensure the drains remain free and clear. Twice a year is generally sufficient. We suggest that the screw threads are dipped in grease before winding in place to ensure they will be able to be removed easily on the next inspection date. Where Aco drains are specified, covers need to be lifted and cleared of debris on a regular basis.

In line with standard JCT contract terms, we allow our clients to hold a retention during the 12 months Defects Liability Period (DLP) and in addition we will offer a 15 year guarantee against structural failure. The level of detail in engineering we go to ensures your park will be constructed to the highest possible standards.

At the end of the defects liability period we will return to site to carry out any necessary snagging.

Please note: Park defects and erosion of bunds caused by wear and tear, arson, deliberate misuse or wilful neglect are not covered by the guarantee, nor are any remedial works to landscaping works including trees.



Any ancillary items supplied such as shelters, benches & bins are also excluded from our guarantee but are covered by the standard warranty provided by the manufacturer.

It should be noted that Pool Copings & tiles whilst popular with the riders are prone to chipping when pegs are used in the park. For this reason regrettably they are excluded from our guarantee.

Upon practical completion and handover of the facility, responsibility for maintaining the facility and the surrounds, including watering until the bunds have grassed over and tree care passes to the client.

The quality of all the existing parks we have put in is testament to their predicted durability and projected long lifespan. We guarantee you will not be able to source a finer built skate park than one built by Maverick.

Data Sheets

Data sheets for these materials will be provided within our 'As Built' information at the end of the project.

On-going Maintenance Cost Summary

It is difficult for us to precisely quantify costs this as we are not party to the wage structure your operatives enjoy. If you are able to incorporate the suggested visual checks of the skatepark into existing arrangements for other facilities, we would suggest that cost is already budgeted for and as a consequence will not have any significant additional financial impact.

Cleaning of the park will often be undertaken by the users themselves if they have the ability to do so, and this should be encouraged - however you may wish to factor in during Autumn months a regime to clear the park of leaves and with bins being filled regularly and therefore needing emptying, whatever cost that entails for the council will need to be factored in.

There is absolutely no need for an additional annual paid for maintenance plan.

Should minor cosmetic repairs be required during its life cycle we have provided you with links showing costs to buy the products (at today's prices). You would only have to apportion an hourly rate to which ever member of your ground staff you would task with dealing with it. However, we would suggest that most repairs can be effected in under an hour based upon historical evidence.

Providing the park is looked after well, those costs should be all you will need to budget for during the park's lifetime.

Mark Clogg

Maverick Industries - Health and Safety Officer

01.11.18



Mumbles Skatepark Association - Fund raising plans

The aim of the fundraising will be to support added value items to the site, such as but not limited to:

- additional seating
- water fountain
- additional bike racks
- advertising and infrastructure for events

What	Description and Progress to Date	Estimated income
Merchandise T-shirts, sweatshirts and stickers	We plan to work with local artists connected with the Art shows/Gallery events mentioned below. We already have suppliers/printers sourced and have also explored a pre order facility in the first instance (where you encourage pre orders to ensure you meet the minimum print number and, once met, the orders are shipped directly to individuals. As we build up funding, we can then set a print t run to sell at all events listed below.	Based on previous experience selling t-shirts etc to support bands and events, we anticipate a 100%/£10 profit on a one colour print design, with an initial run of 50 shirts.
Gigs	We aim to do gigs based in town and in Mumbles to support fundraising. We have spoken to bands and have identified a venue. We have also liaised with local breweries to support re bar on a sale or return basis	Based on previous fundraiser events members of the association have been involved with, we anticipate somewhere in the region of £1000 raised per gig on entrance price and bar takings. This would also be supplemented by raffles and merchandise sales
Skate quiz night	We have prepared several quizzes spanning skateboarding history from the 1960s to the present day and have run “online pilots” with a cross section of the community. We have also had initial discussions with a local venue in terms of running a monthly or quarterly event (dependent on initial uptake)	We anticipate somewhere in the region of £200 raised per quiz night This would also be supplemented by raffles and merchandise sales
Sponsored beach clean	This will be dependent on involvement of local schools and other organisation/associations. The main focus of this event will be community engagement and a shared ownership of the site and its surrounding area. This will also help to engage the community with a shared sense of ownership moving forward, aimed to reduce litter, graffiti etc organically	Dependent on uptake, based on previous sponsored skate events, we anticipate somewhere in the region of £500 to be raised

Art shows/Gallery events	<p>We have spoken to local artists and Are awaiting responses from known international skate related artists. We have identified potential venues and have also liaised with local breweries to support re bar on a sale or return basis</p> <p>We would anticipate running annually, dependent on the success of the event</p>	<p>Based on previous fundraiser events members of the association have been involved with, we anticipate somewhere in the region of £1000 raised per event.</p> <p>This would also be supplemented by raffles and merchandise sales</p>
Cinema and Co sponsored film events	<p>Cinema and co have already offered to run and outdoor cinema in aid of the association, with the intention that £2 of the ticket price will go towards the association.</p> <p>In addition, they intend to involve local vendors who will also either Donate a fee to the association for participating or Donate a percentage of takings on the night</p> <p>Cinema and Co have indicated they would happily run this annually or more often, dependent on uptake</p>	<p>We anticipate somewhere in the region of £250 to be raised</p> <p>This would also be supplemented by raffles and merchandise sales</p>
Sponsorship	<p>The Association has made initial approaches to local shops/businesses and national distributors in relation providing product/prizes</p>	<p>Prizes to support quizzes, contexts, raffles etc</p>
Beer Riff Sponsored Beer	<p>Beer Riff have agreed to develop, brew and sell a bespoke craft IPA in support of the skatepark and the association will benefit from a percentage of the sales</p>	<p>% of sales</p>

High Level Planning Appraisal of Council Owned Sites for potential Skatepark development in the Mumbles Community Council Area

Draft Report

August 2020

Appraisal undertaken by

**Strategic Planning Team
Department of Planning and City Regeneration**



Overview

Planning permission was approved by Swansea Council at a meeting of its Planning Committee in February 2020 for a proposed 'skatepark' development on a site off the A4067, Mumbles Road (see Figure 1). The proposals were submitted by Mumbles Community Council (MCC).

Following the planning permission being issued, it has been resolved to consider potential alternative sites for the skatepark development. The Council's Strategic Planning Team was asked by the Corporate Property Section in July 2020 to undertake a high level planning appraisal of a list of 10 Council owned sites. The sites and boundaries were identified by the Corporate Property Team as options to review within the MCC area. The consideration of the possible options has been broadly based on replicating the size of the approved scheme in terms of the developed area.

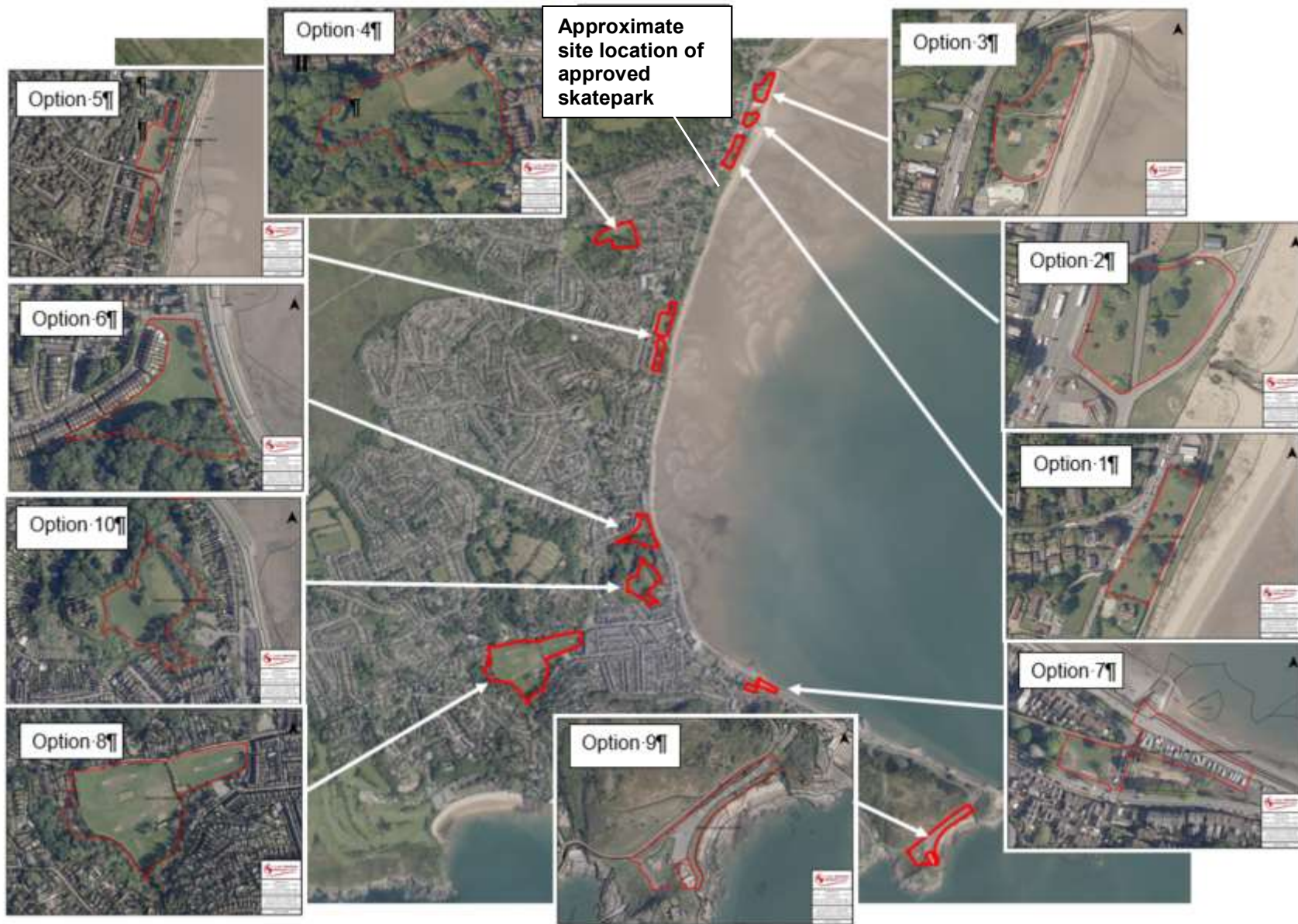
The site boundaries of each option are illustrated in Figure 1 (overpage) and are described below:

- **Option 1 Land south of the Petrol Station, Blackpill**
- **Option 2 Land south of the Junction Café and Blackpill Lido**
- **Option 3 Land to the north of the Blackpill Lido**
- **Option 4 Land at West Cross Park, West Cross**
- **Option 5 The Village Greens, West Cross**
- **Option 6 Norton Village Green, Norton**
- **Option 7 Land adjacent and opposite Southend playground, Mumbles**
- **Option 8 Underhill Park, Mumbles**
- **Option 9 Limeslade Car Park, Mumbles**
- **Option 10 Land adjacent to Oystermouth Castle, Mumbles**

The following pages summarise the findings of the high level planning appraisal undertaken of the 10 sites. The document includes findings on which sites are considered to offer a reasonable basis, in planning terms, for MCC to explore further as a potential site for the skatepark development, having regard to the policy and placemaking framework that apply. The findings do not seek to compare the sites with the scheme that received planning permission referred to above.

Please note that the comments and findings are the views of a planning officer, on behalf of the Planning Authority. Consultation with Statutory Undertakers and interested parties has not been undertaken, and such consultations (for example with highways, drainage, leisure departments) may identify additional issues for consideration. It is only through the submission of a planning application that full consideration of all relevant planning and placemaking issues can be given to a proposal. These high level comments will not prejudice any formal decision that the Authority makes about the suitability of any future application for planning permission if/when one is submitted.

Figure 1: Location of Council owned sites subject to appraisal



Skatepark Site Assessment Report



Name	Option 1 - Land South of the Petrol Station, Blackpill
Total Site Size	0.61 ha (6,100 sq m)
Existing Land use	Greenspace
Summary of existing use and context	Level open greenspace containing some groupings of trees, and some other small individual trees. Site is situated on the Swansea Bay foreshore bordered by the petrol station to the north, coastal promenade to the east, Mumbles Road to the west, and a residential property to the south.

Aerial Photograph





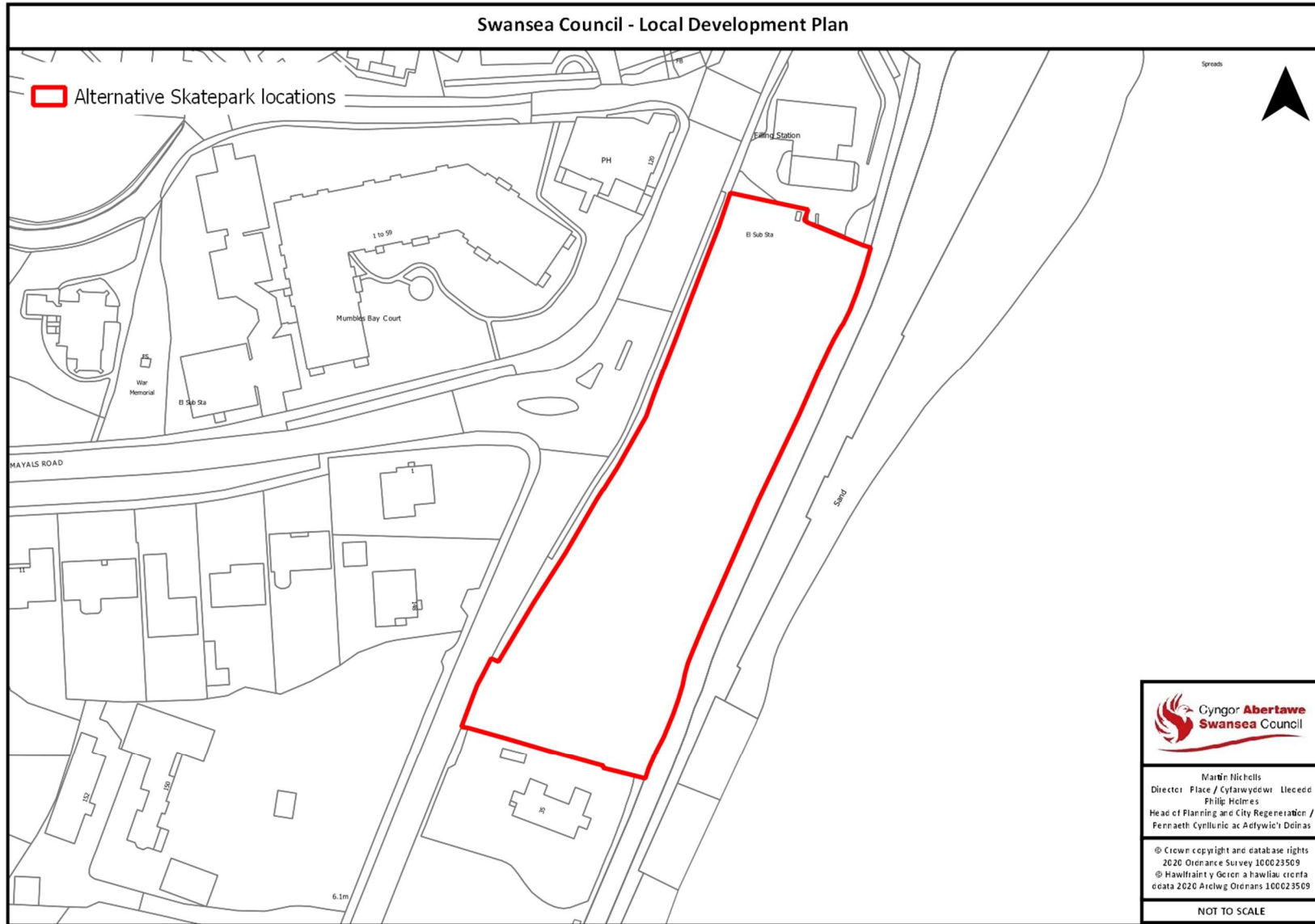
 Mark Mitchell
 Director Place / Cyflwynwraig Lleucu
 Philip Holmes
 Head of Planning and City Regeneration /
 Penrhyn Cynllunio a Chyhoeddiadau

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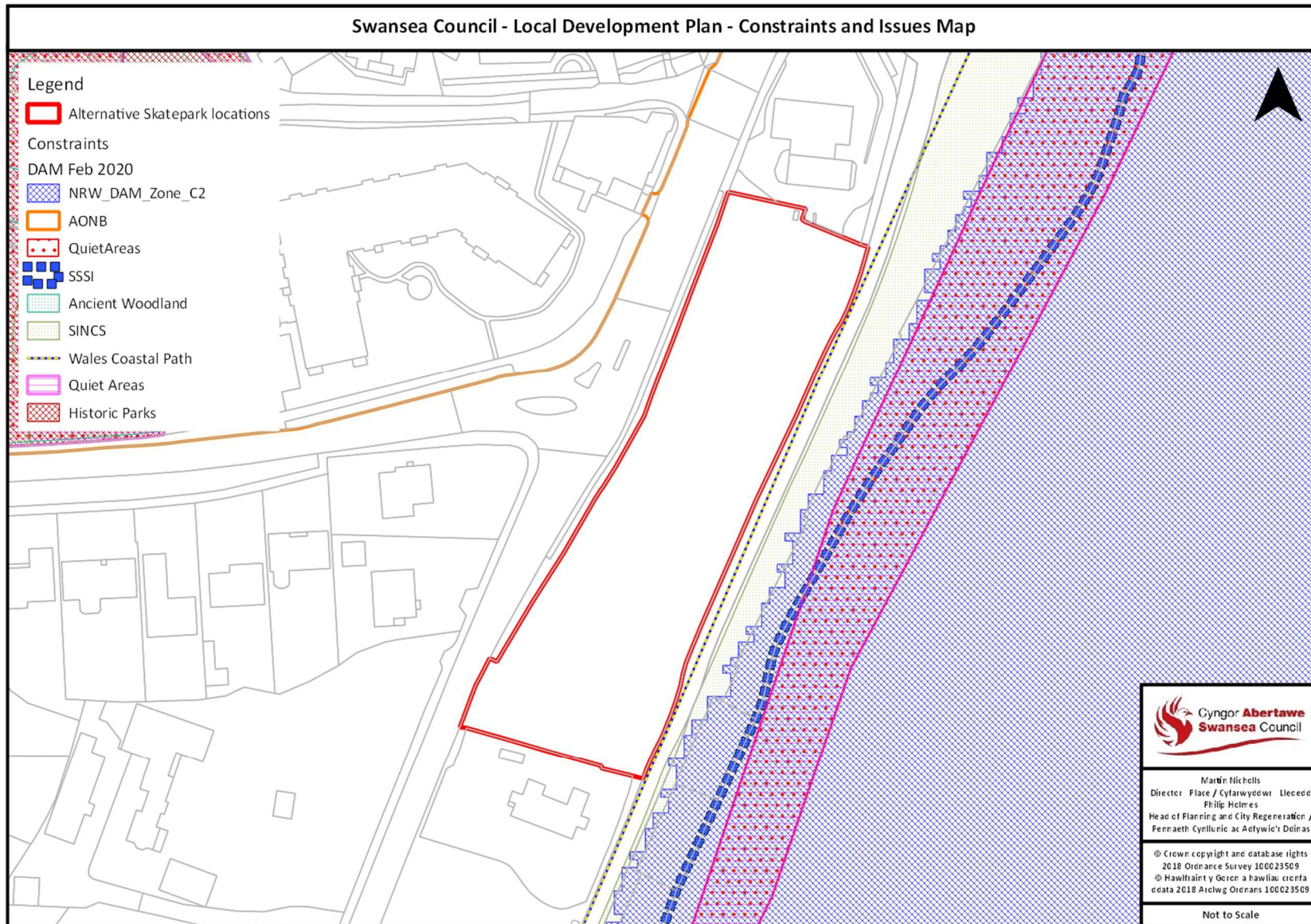
NOT TO SCALE

Background and History

LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – no designated constraints on the site itself



Relevant Planning Applications History - None

Planning Assessment

Site Description			
Name	Option 1 - Land South of the Petrol Station, Blackpill		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Petrol Station to the north Residential to the south Promenade and active travel link to the east Public highway to the west	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
	Other		
Dominant Landscape functions	Yes	Provides setting to the Bay / foreshore promenade.	
	No		
Key landscape features	Complex	The site has simple landscape features	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	Nearby land to the north west on the opposite side of Mumbles Road is located inside the Gower AONB. Suitable landscaping would be required in-line with LDP Policy ER 4 to ensure no unacceptable detrimental impact on the natural beauty of the AONB.	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	No designated constraints identified	
	Archaeologically Sensitive Area		
	Archaeological Site		

	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		
	Listed Building		
Impact on views and vistas	-	There are iconic views of the Bay looking through the site, for people approaching Mumbles along Mumbles Road. The southern portion of the site forms a gateway to Mumbles and contains a "Welcome to Mumbles" sign. Potential development of a skatepark would need to be confined to the openspace north of this gateway area. Site is visible from the foreshore and Bay and would need to be landscaped.	
Topography	Level	Level site	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes from passing motorists and users of the promenade.	
	No		
Presence of overhead cables	Yes		Note some cables along the western edge of the site adjacent to the highway.
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Potential development of a skatepark in the open land in the northern portion of the site could provide the opportunity to add to the leisure offer at Blackpill. It would also be close enough to the existing Blackpill lido area to benefit from the existing café and toilet facilities there.	LDP policy TR 2 supports development of new visitor facilities and attractions, including proposals for sustainable recreation activities, at key destinations around Swansea Bay (subject to sensitive scale and design); and the Swansea Bay Strategy SPG encourages the sustainable
	Some		
	Few		

			enhancement of recreational and family entertainment facilities at Blackpill.
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Site is currently informal open space. The site is much larger than the footprint required and so some informal open space could be retained while also providing a dedicated recreational facility.	Large site, well in excess of the 748 sq m footprint required by the approved scheme (ref 2019/2345/FUL).
Impact on Greenspace	-	Site is currently informal greenspace. The site is much larger than the footprint required and so some greenspace could be retained.	
Impact on Biodiversity	-	No formal biodiversity designations on the site itself. Groupings of large trees along the north boundary adjacent to the petrol station, and also in the southern portion of the site. Development of a skatepark should be avoided in these areas. Potential on the more open land in the northern portion of the site, consideration would need to be given to how the design could incorporate some smaller trees scattered in this area.	SINC and SSSI off site, located east of the promenade
Flood-risk and drainage	-	No physical constraints identified on the site.	
Proximity to existing potential nuisance and/or sources of pollution	Odour	Design should consider impact of busy public highway adjacent to the site	
	Noise		
	Light		
	Air		
Potential impact of future use on existing neighbouring development	Waste	Design and location would need to consider amenity impacts on the residential property adjacent to the southern boundary. Also consider the	Designated Quiet Area east of the site
	Odour		
	Noise		
	Light		
	Air		

	Waste	adjacent petrol station, public highway and active travel routes for example in terms of the safety of entrance/exit points to the potential skatepark facility.	
Land contamination	-	No physical constraints identified on the site.	
Land stability	-	No physical constraints identified on the site.	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Site is similar to the site with planning consent, in terms of highway access, but is located closer to the substantial public car park at Derwen Fawr Road, and the pay and display car park adjacent to the Woodman Public House, and also the pedestrian crossings across Mumbles Road linking these car parks to the promenade.	
	Yes, but improvement required		
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a major bus route and within 400m of bus stop	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Mumbles Road is regularly congested	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Located adjacent to the coastal cycle/footpath	
	Moderate		
	Low		
Deliverability			
Issue	Criteria	Commentary	Notes
Availability	Immediately available	Council owned land with no current formal use	

	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Yes No	While noting development of a skatepark should be constrained to a certain part of the site, based on the above identified issues, there could potentially be sufficient useable space to accommodate the proposed 748 sq m build area footprint subject to further investigations such as the impact on existing smaller trees.	The DAS of the proposed scheme states that the new wheeled sports park has a build area of 748 m ² (including the link paths)
Summary of Constraints	Physical	Trees in parts of the site	
	Environmental	Gateway location	
	Legal (e.g. Common Land; Village Green designations)	Key views across the site Buffer required from residential use	

Page 319

Summary of Findings

Level site comprising informal greenspace. The site as a whole is large and well in excess of the 748 sq m footprint required by the approved scheme, however it is noted that in any event the total site area required should allow for surrounding circulation, open space and potential viewing of visitors/spectators and the required area therefore needs to be larger than the minimum footprint of the structure.

There are iconic views of the Bay looking through the site, for people approaching Mumbles along Mumbles Road. The southern portion of the site forms a key gateway to Mumbles and contains the "Welcome to Mumbles" sign, at which point the openness of the aspect is important to maintain. Potential development would need to be sympathetic to this, as well as the proximity of the residential property located along the southern boundary. There does however appear to be sufficient land available for further investigation in the open space area between the petrol station tree buffer and the tree grouping midway down the site. The land is highly visible from the foreshore, Bay and Gower AONB and any development would need to be suitably landscaped. Green space should be retained in the southern portion of the site to retain the gateway iconic views and serve as a buffer to the residential property.

Potential development of the land in the northern portion of the site, would provide the opportunity to add to the leisure offer at Blackpill in-line with LDP policy TR 2, which supports development of new visitor facilities and attractions, including proposals for

sustainable recreation activities, at key destinations around Swansea Bay (subject to sensitive scale and design); and the Swansea Bay Strategy SPG which encourages the sustainable enhancement of recreational and family entertainment facilities at Blackpill. It would also be close enough to the existing Blackpill lido area to benefit from the existing café and toilet facilities there.

The site benefits from good natural surveillance in terms of community safety. It is highly accessible in terms of transport connectivity, located on a major bus route and within 400m of a bus stop, and adjacent to the coastal cycle/footpath. It is located close to the substantial public car park at Derwen Fawr Road, and the pay and display car park adjacent to the Woodman Public House, and also the pedestrian crossings across Mumbles Road enabling safe access to these car parks.

While noting the search area for development would need to be constrained to a certain part of the site, based on the above identified constraints and opportunities, the appraisal indicates that the option offers potential for further investigation to accommodate the proposed skatepark.

Skatepark Site Assessment Report



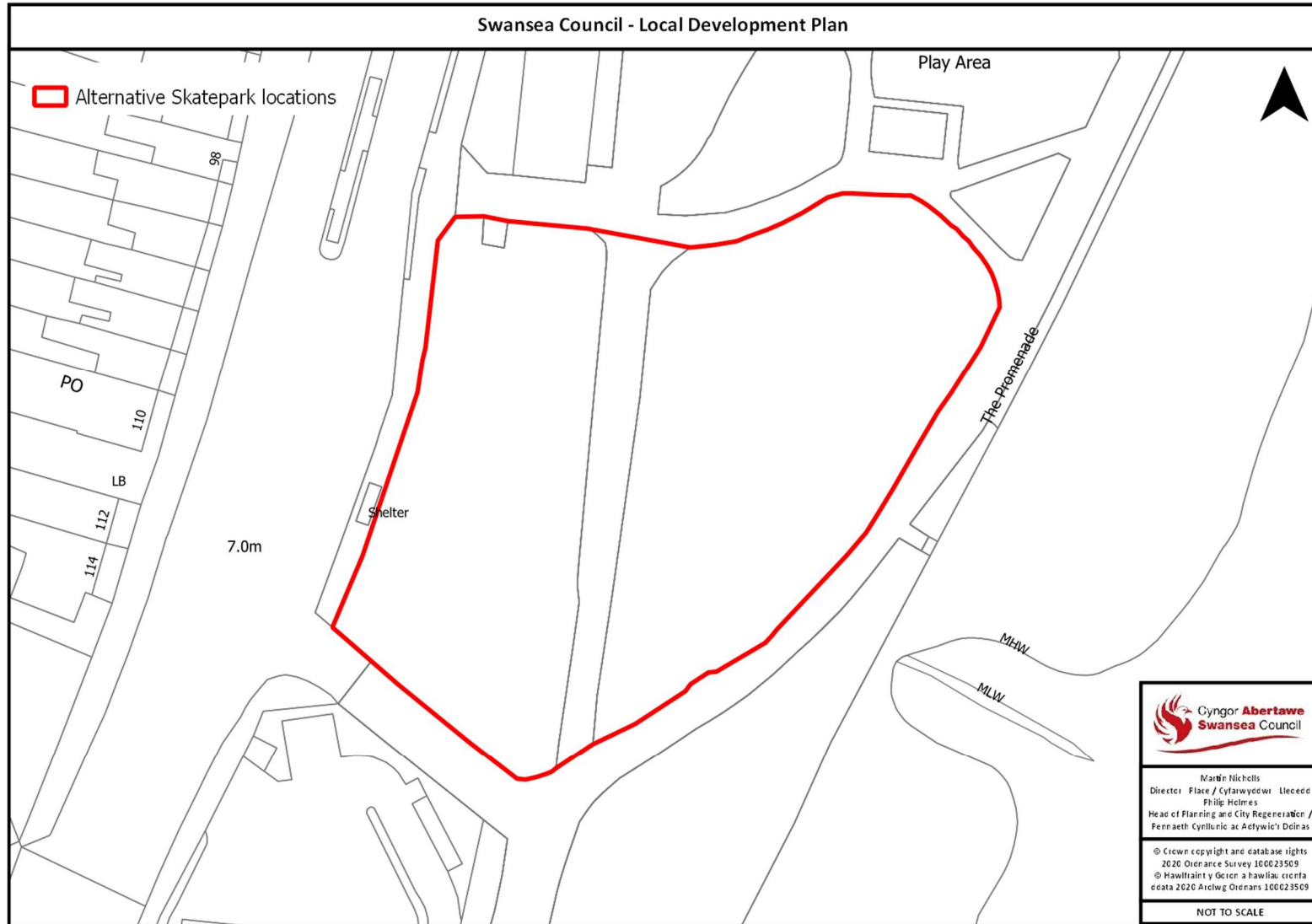
Name	Option 2 - Land south of the Junction Café and Blackpill Lido
Size	0.31 ha (3,100 sq m)
Existing Land use	Greenspace and cycle/foot path and land train route
Summary of existing use and context	Level open greenspace containing some trees and shrubs situated on the Swansea Bay foreshore to the south of the Blackpill Lido / Junction Café and north of the petrol station. The promenade runs along the east, and to the west is Mumbles Road. The site is bisected by a foot/cycle path running off the prom, which is also used as a 'stop' for the Land Train.

Aerial Photograph

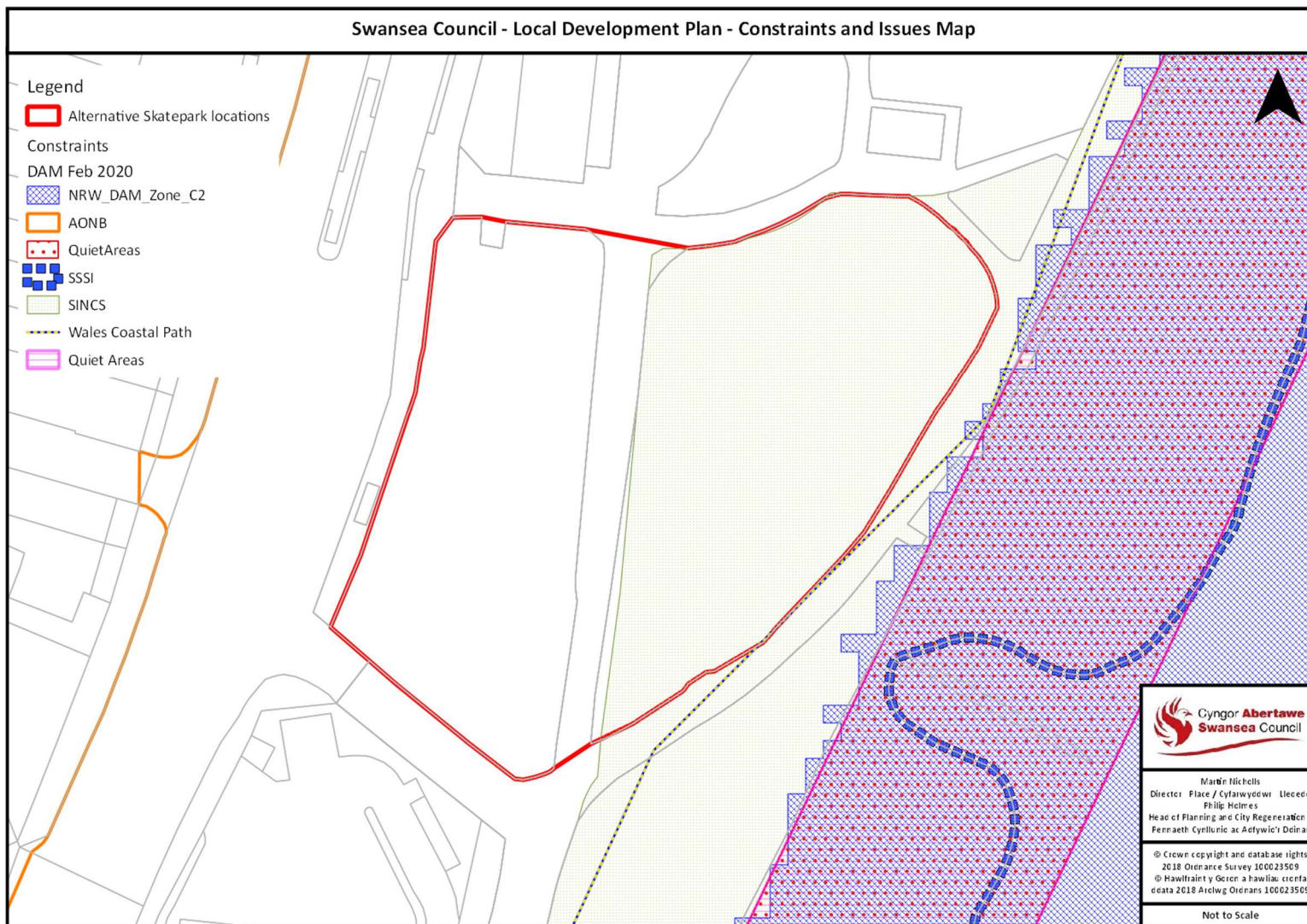


Background and History

LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – SINC designation on the portion of the site east of the bisecting footpath



Relevant Planning Applications History - None

Planning Assessment

Site Description			
Name	Option 2 - Land south of the Junction Café and Blackpill Lido		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Petrol Station to the south Promenade and active travel link to the east Public highway to the west Junction Café, outdoor eating area, lido, play area and greenspace to the north	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Provides some setting to the Bay / foreshore promenade.	
	No		
Key landscape features	Complex	The site has simple landscape features.	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	Nearby land to the west on the opposite side of Mumbles Road is located inside the Gower AONB. Suitable landscaping required in-line with LDP Policy ER 4 to ensure no unacceptable detrimental impact on the natural beauty of the AONB.	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	Listed building: Former Mumbles Railway Electricity Sub-Station.	
	Archaeologically Sensitive Area		
	Archaeological Site		

	Historic Park and Garden and Setting	In-line with LDP Policy HC 2, proposals which will have a relationship to a listed building, or its curtilage, must ensure that the setting is preserved.	
	Historic Landscape		
	Conservation Area		
	Listed Building		
Impact on views and vistas	-	Some views of the Bay looking through the site, for people approaching Mumbles along Mumbles Road, but existing views are limited to an extent by the landscaping vegetation on the site. Site is visible from the foreshore and Bay and adjacent to a listed building, so careful consideration of screening / landscaping would be required.	
Topography	Level	Level	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes from passing motorists and users of the promenade / lido / cafe.	
	No		
Presence of overhead cables	Yes		
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Development of a skatepark, subject to suitable design, would provide the opportunity to add to the leisure offer at Blackpill. It would also be close enough to the existing Blackpill lido area to benefit from the existing café and toilet facilities there.	LDP policy TR 2 supports development of new visitor facilities and attractions, including proposals for sustainable recreation activities, at key destinations around Swansea Bay (subject to sensitive scale and design); and the Swansea Bay Strategy SPG encourages the sustainable enhancement of recreational and
	Some		
	Few		

			family entertainment facilities at Blackpill.
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Site is currently informal open space. Eastern portion of the site, which is a SINC, contains picnic tables. The site is larger than the footprint required and so some informal open space could be retained while also providing a dedicated recreational facility.	Large site, well in excess of the 748 sq m footprint required by the approved scheme (ref 2019/2345/FUL).
Impact on Greenspace	-	Site is currently informal greenspace. The site is larger than the footprint required and so some green space could be retained.	
Impact on Biodiversity	-	<p>The portion of the site to the west of the bisecting foot/cycle path has no designations. It contains landscape shrubs across the site, and some large trees at the northern most end adjacent to the café.</p> <p>The portion of the site to the east of the bisecting foot/cycle path is a designated SINC. Development that would adversely affect locally designated sites of nature conservation importance should maintain and enhance the nature conservation interest of the site. Where this cannot be achieved development will only be permitted where it can be demonstrated that:</p> <ul style="list-style-type: none"> i. The need for the development outweighs the need to protect the site for nature conservation purposes; ii. There is no satisfactory alternative location for the development that avoids nature conservation impacts; and 	SINC and SSSI off site, located east of the promenade

		iii. Any unacceptable harm is kept to a minimum by effective avoidance measures and mitigation, or where this is not feasible, compensatory measures must be put in place to ensure that there is no overall reduction in the nature conservation value of the area.	
Flood-risk and drainage	-	No physical constraints identified on the site itself.	
Proximity to existing potential nuisance and/or sources of pollution	Odour	Design should consider impact of busy public highway adjacent to the site.	
	Noise		
	Light		
	Air		
	Waste		
Potential impact of future use on existing neighbouring development	Odour	Adjacent to a Listed Building	Designated Quiet Area east of the site
	Noise	Design would need to consider amenity impacts on the café and younger children / families playing in this area.	
	Light		
	Air		
	Waste	Also consider the adjacent petrol station, public highway, land train operations and active travel routes for example in terms of the safety of entrance/exit points to the facility.	
Land contamination	-	No physical constraints identified on the site.	
Land stability	-	No physical constraints identified on the site.	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Site is similar to the site with planning consent, in respect of highway access, but is located closer to the substantial public car park at Derwen Fawr Road,	
	Yes, but improvement required		

	No	and the pay and display car park adjacent to the Woodman Public House, and also the pedestrian crossings across Mumbles Road linking these facilities.	
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a major bus route and within 400m of bus stop.	
	< 800m		
	> 800m	Impact on land train operations would need to be considered.	
Traffic conditions on nearby highway network	Regularly congested	Mumbles Road is regularly congested	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Located adjacent to the coastal cycle/footpath	
	Moderate		
	Low		

Deliverability

Issue	Criteria	Commentary	Notes
Availability	Immediately available	Council owned land. Western portion of site is informal greenspace.	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	The eastern part of the site is a SINC. This area is used for picnics (there are some tables) which complements the use of the lido. Any development would need to ensure it would not unacceptably reduce the area for those using the lido at busy seasonal times. Further investigation would be required regarding the development of the facility on that land and mitigation required.	

		There could potentially be sufficient useable space to accommodate a 748 sq m build area footprint on the western portion of land, subject to further investigations such as the impact on the existing vegetation, and whether sufficient space would remain to provide landscaping around the facility and a suitable relationship with the listed building.	
Constraints	Physical	SINC including trees and shrubs, and also containing picnic tables, on the eastern half of the site. Some shrubs/trees on the western half of the site. Listed building adjacent to the north	
	Environmental		
	Legal (e.g. Common Land; Village Green designations)		

Summary of Findings

Level site comprising informal greenspace, a picnic area, land train / cycle / foot path. Some of the land is subject to constraints.

The portion of the site to the west of the bisecting foot/cycle path has no constraint designations. It contains landscape shrubs across the site, and some large trees at the northern most end adjacent to the listed building / café. The portion of the site to the east of the bisecting foot/cycle path is a designated SINC. Development that would adversely affect locally designated sites of nature conservation importance should maintain and enhance the nature conservation interest of the site. Where this cannot be achieved development will only be permitted where it can be demonstrated that:

- i. The need for the development outweighs the need to protect the site for nature conservation purposes;
- ii. There is no satisfactory alternative location for the development that avoids nature conservation impacts; and
- iii. Any unacceptable harm is kept to a minimum by effective avoidance measures and mitigation, or where this is not feasible, compensatory measures must be put in place to ensure that there is no overall reduction in the nature conservation value of the area.

Further investigation would be required, working with Ecologist colleagues, regarding the acceptability of developing the facility on the land containing the SINC. The area here used for picnics (there are some tables) and complements the use of the lido. Any development would need to ensure it would not unacceptably reduce the area for those using the lido at busy seasonal times.

There could potentially be sufficient useable space to accommodate a 748 sq m build area footprint on the western portion of land, however it is noted that in any event the total site area required should allow for surrounding circulation, open space and potential viewing of visitors/spectators and the required area therefore needs to be larger than the minimum footprint of the structure. Any further investigations would need to consider whether the shape of the available land would be suitable for the design, the impact on existing vegetation, and whether sufficient space would remain to provide landscaping around the facility and a suitable relationship with the listed building. The design would need to also consider the adjacent petrol station, public highway, land train operations and active travel routes in terms of, for example, the safety of entrance/exit points to the skatepark facility.

Development of a skatepark, subject to suitable design, would provide the opportunity to add to the leisure offer at Blackpill in-line with LDP policy TR 2, which supports development of new visitor facilities and attractions, including proposals for sustainable recreation activities, at key destinations around Swansea Bay (subject to sensitive scale and design); and the Swansea Bay Strategy SPG which encourages the sustainable enhancement of recreational and family entertainment facilities at Blackpill. It would also be close enough to the existing Blackpill lido area to benefit from the existing café and toilet facilities there. Design would need to consider amenity impacts on the café and younger children / families playing in this area.

The site benefits from good natural surveillance in terms of community safety. It is highly accessible in terms of transport connectivity, located on a major bus route and within 400m of a bus stop, and adjacent to the coastal cycle/footpath. It is located close to the substantial public car park at Derwen Fawr Road, and the pay and display car park adjacent to the Woodman Public House, and also the pedestrian crossings across Mumbles Road enabling safe access to these car parks.

While noting the search area for development would need to be constrained to a certain part of the site, and further investigations required to ensure there is sufficient space for the design and appropriate mitigation measures, based on the above identified constraints and opportunities, the appraisal indicates that the option offers potential for further investigation to accommodate the proposed skatepark.

Skatepark Site Assessment Report



Name	Option 3 Land to the north of the Blackpill Lido
Size	0.64 ha (6,400 sq m)
Existing Land use	Greenspace, cycle/footpath, children's play area and climbing facility
Summary of existing use and context	Level open greenspace containing some trees. Site is situated on the Swansea Bay foreshore bordered by the coastal promenade to the east, greenspace to the west, the Blackpill lido and Junction Café to the south, and River Clyne to the north. Site is bisected by a cycle/ foot path. Contains a children's play area and climbing facility. Greenspace used as informal recreation space associated with the lido facility.

Aerial Photograph

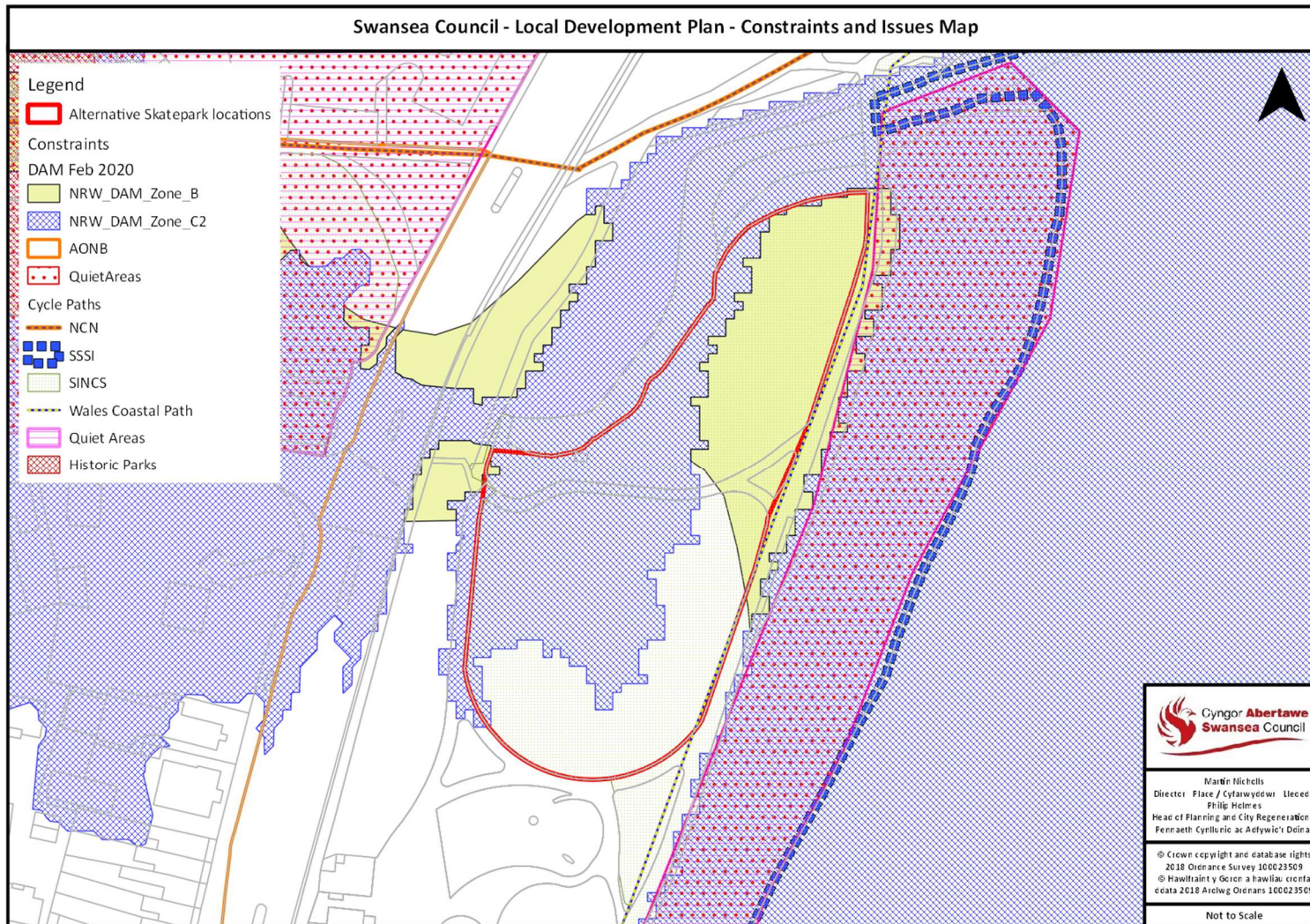


Mair Nis Ffells
 Director / Plwyf / Cytawyddwr Lleedd
 Philip Holmes
 Head of Planning and City Regeneration /
 Pennaeth Cynllunio ac Adywioc' Ddelas

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LDP Constraints Map – NRW flood zones cover parts of the site; SINC covers entire site



Relevant Planning History

2001/1203 Foreshore Fronting Blackpill Lido, Mumbles Road, Blackpill, Swansea

Reinforced concrete stepped revetment and access ramp

Planning Assessment

Site Description			
Name	Option 3 - Land to the north of the Blackpill Lido		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Junction Café, outdoor eating area, lido, to the south	
	Residential	Public footpath and greenspace to the west	
	Employment	Foreshore active travel link to the east	
	Leisure	Watercourse (Clyne River) to the north / north west	
	Mixed Commercial		
Dominant Landscape functions	Yes	Provides setting to the Bay / foreshore promenade.	
	No		
Key landscape features	Complex	The site has simple landscape features	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	AONB on the opposite side of the public highway to the west of the site.	
	SLA		
	Heritage Coast		
	Ancient Monument		

Impact on historic designations	Archaeologically Sensitive Area	Listed building: Former Mumbles Railway Electricity Sub-Station. In-line with LDP Policy HC 2, proposals which will have a relationship to a listed building, or its curtilage, must ensure that the setting is preserved.	
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		
	Listed Building		
Impact on views and vistas	-	Some views of the Bay looking through the site, for people approaching Mumbles along Mumbles Road, but existing views are limited to an extent by the landscaping vegetation on the site. Site is visible from the foreshore and Bay and would need to be sympathetically landscaped.	
Topography	Level	Level	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes from passing motorists and users of the promenade / lido / cafe.	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Significant areas of the site contain a children's play area, mountain climbing facility, and overspill informal recreation area for the Blackpill lido, loss of which would impact on this popular facility.	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes

Impact on open space or recreational space	-	Parts of the site contain a children's play area, mountain climbing facility, and overspill informal recreation area for the Blackpill lido, loss of which would impact on this popular facility.	
Impact on Greenspace	-	Nearly all of the site is currently greenspace which serves the Blackpill Lido facility.	
Impact on Biodiversity	-	<p>Trees on the site. Entire site is a designated SINC.</p> <p>Development that would adversely affect locally designated sites of nature conservation importance should maintain and enhance the nature conservation interest of the site. Where this cannot be achieved development will only be permitted where it can be demonstrated that:</p> <ul style="list-style-type: none"> i. The need for the development outweighs the need to protect the site for nature conservation purposes; ii. There is no satisfactory alternative location for the development that avoids nature conservation impacts; and iii. Any unacceptable harm is kept to a minimum by effective avoidance measures and mitigation, or where this is not feasible, compensatory measures must be put in place to ensure that there is no overall reduction in the nature conservation value of the area. 	SSSI to the east of the site.
Flood-risk and drainage	-	Flood Zones associated with the River cover a substantial portion of the site	In order to avoid the risk of flooding, development will not be permitted in areas at risk of fluvial, pluvial, coastal and reservoir flooding, unless it can be

			demonstrated that the development can be justified in-line with national guidance and is supported by a technical assessment that verifies that the new development is designed to alleviate the threat and consequences of flooding.
Proximity to existing potential nuisance and/or sources of pollution	Odour	Design should consider impact of busy public highway near to the site.	
	Noise		
	Light		
	Air		
	Waste		
Potential impact of future use on existing neighbouring development	Odour	Impact on existing recreation facilities	Designated Quiet Area east of the site
	Noise	Design would need to consider amenity impacts on the café and younger children / families playing in this area.	
	Light		
	Air	Uneasy juxtaposition of uses.	
	Waste Other	Also consider the active travel routes for example in terms of the safety of entrance/exit points to the facility.	
Land contamination	-	No constraints identified on the site.	
Land stability	-	No constraints identified on the site.	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Site is similar to the site with planning consent, in this respect, but is located closer to the substantial public car park at Derwen Fawr Road, and the pay and display car park adjacent to the Woodman Public House, and also the pedestrian crossings across Mumbles Road enabling safe access to these facilities.	
	Yes, but improvement required		
	No		

Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a major bus route and within 400m of bus stop.	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Mumbles Road is regularly congested	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Located adjacent to the coastal cycle/footpath	
	Moderate		
	Low		

Deliverability

Issue	Criteria	Commentary	Notes
Availability	Immediately available	Significant areas of the site contain a children's play area, mountain climbing facility, and overspill informal recreation area for the Blackpill lido, loss of which would impact on this popular facility.	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	No	
Constraints	Physical	SINC covers the site	
	Environmental	Flood risk areas	
	Legal (e.g. Common Land; Village Green designations)	Impact on Blackpill lido and other existing recreation facilities	

Summary of Findings

Significant areas of the site contain a children's play area, complemented by a mountain climbing facility and an area of 'overspill' informal recreation greenspace for the popular Blackpill lido. This area provides an important community and visitor play facility, which is likely to be unacceptably compromised by a development of the proposed scheme at this location.

A SINC designation covers the entire site.

Flood risk zones across large parts of the site.

The size of the site available, particularly given the abovementioned constraints and existing uses, indicates there would be insufficient space for the total site area required given it should allow for surrounding circulation, open space and potential viewing of visitors/spectators, in addition to the minimum footprint of the structure.

Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking and biodiversity.

Skatepark Site Assessment Report



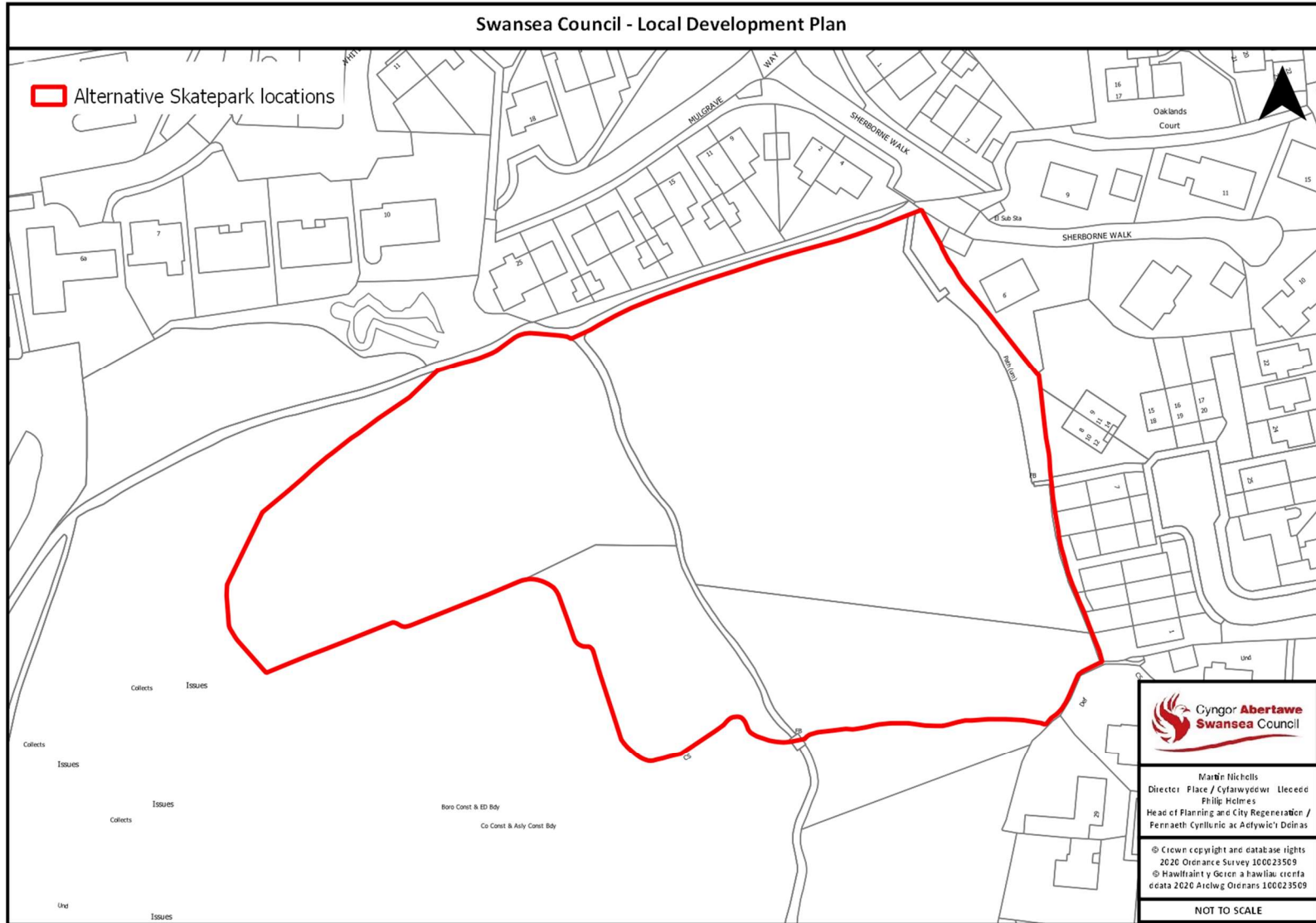
Name	Option 4, Land at West Cross Park, West Cross
Size	1.58 ha (15,800 sq m)
Existing Land use	Public park
Summary of existing use and context	Public park containing significant areas of ancient woodland located in the heart of a suburban community in Mayals / West Cross.

Aerial Photograph

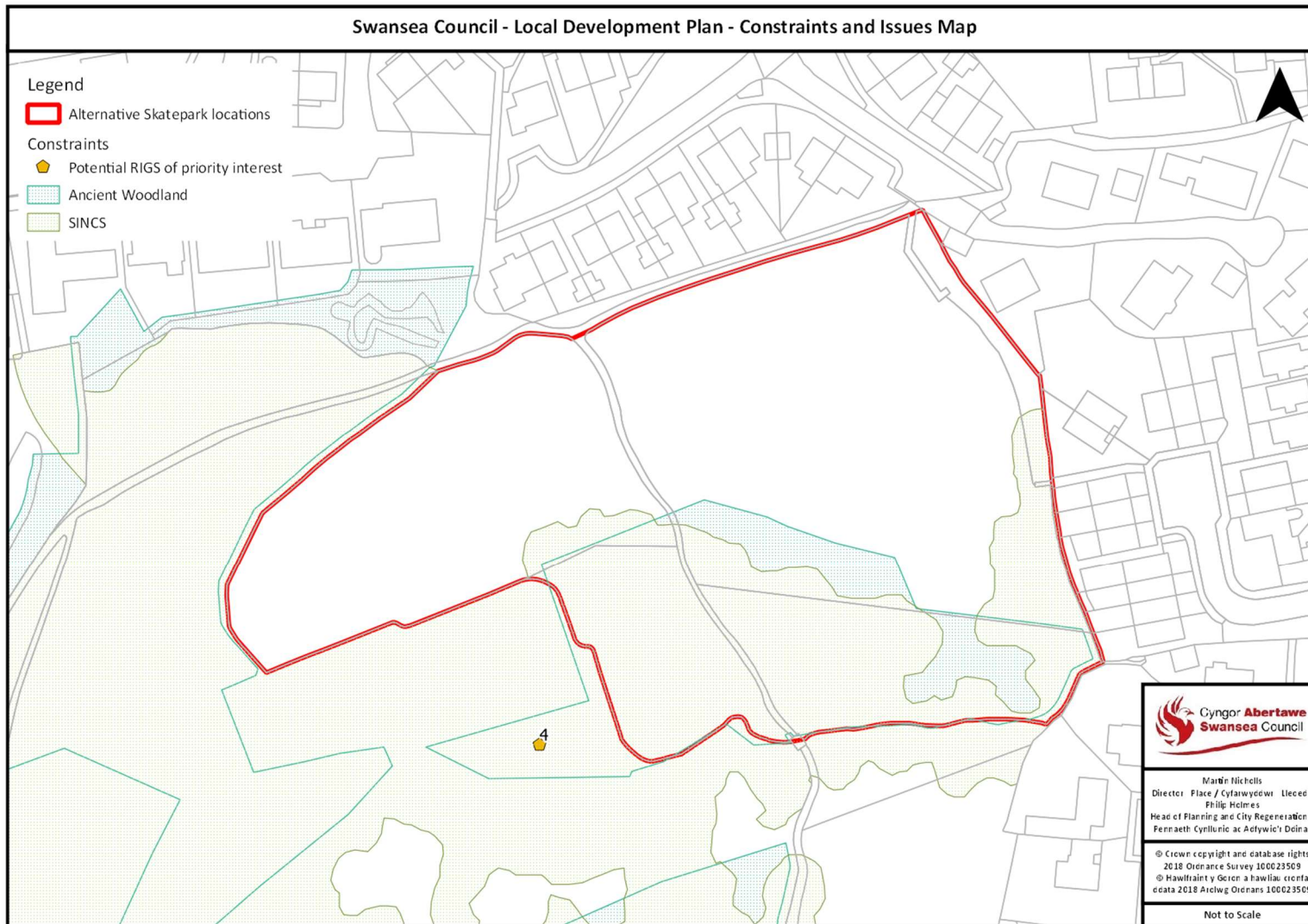


Background and History

LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – SINC and Ancient Woodland in the southern area of the site



Planning Assessment

Site Description			
Name	Option 4, Land at West Cross Park, West Cross		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Residential communities to the north and west	
	Residential		
	Employment	Park and woodland to the east and south	
	Leisure		
	Mixed Commercial		
	Other		
Dominant Landscape functions	Yes	Parkland containing ancient woodland	
	No		
Key landscape features	Complex	Parkland containing ancient woodland	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	No impact on areas designated for landscape value	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	No impact on historic designations	
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		

	Listed Building		
Impact on views and vistas	-	Site visible from adjacent residential properties. Views from within the park and woodland edge.	
Topography	Level	Level	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Only from other park users Limited visibility from surrounding residential properties,	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Few	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Impact on parkland and openspace	
Impact on Greenspace	-	Impact on parkland and greenspace	
Impact on Biodiversity	-	Designated Ancient Semi Natural Woodland Designated SINC	
Flood-risk and drainage	-	No physical constraints identified on the site.	
Proximity to existing potential nuisance and/or sources of pollution	Odour	None	
	Noise		
	Light		
	Air		
	Waste		

Potential impact of future use on existing neighbouring development	Odour	Amenity impacts should be considered on residential properties	
	Noise		
	Light		
	Air		
	Waste Other		
Land contamination	-	No issues	
Land stability	-	No issues	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Limited Access roads are residential streets	
	Yes, but improvement required		
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	Limited	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Mumbles Road regularly congested	
	Congested at times	Access roads are residential streets	
	No significant congestion		
Accessibility by active travel means	High	Low – only highly accessible to local population	
	Moderate		
	Low		
Deliverability			
Issue	Criteria	Commentary	Notes
Availability	Immediately available	Currently parkland	
	Some indication of availability		

	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Large site, but not a sustainable site	
Constraints	Physical	SINC	
	Environmental	Ancient woodland	
	Legal (e.g. Common Land; Village Green designations)	Unsustainable site limited access to wider population by active travel Accessibility by vehicle limited Loss of park / recreation facility Limited natural surveillance	

Summary of Findings

Site currently a public park, which provides an important area of open space to serve the surrounding community.

It is a relatively unsustainable site in transport terms given limited accessibility to the wider population (beyond immediate surrounding suburb) by active travel and bus. Restricted access by vehicle and parking. Large areas of the site are a SINC and ancient woodland.

Almost no natural surveillance or street frontage.

Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking and biodiversity.

Skatepark Site Assessment Report



Name	Option 5 The Village Greens, West Cross
Size	1.27 ha (12,700 sq m)
Existing Land use	Village Greens
Summary of existing use and context	Designated Village Greens located in front of residential properties and the West Cross Local Centre overlooking the Swansea Bay foreshore

Aerial Photograph




Cyngor Abertawe
Swansea Council

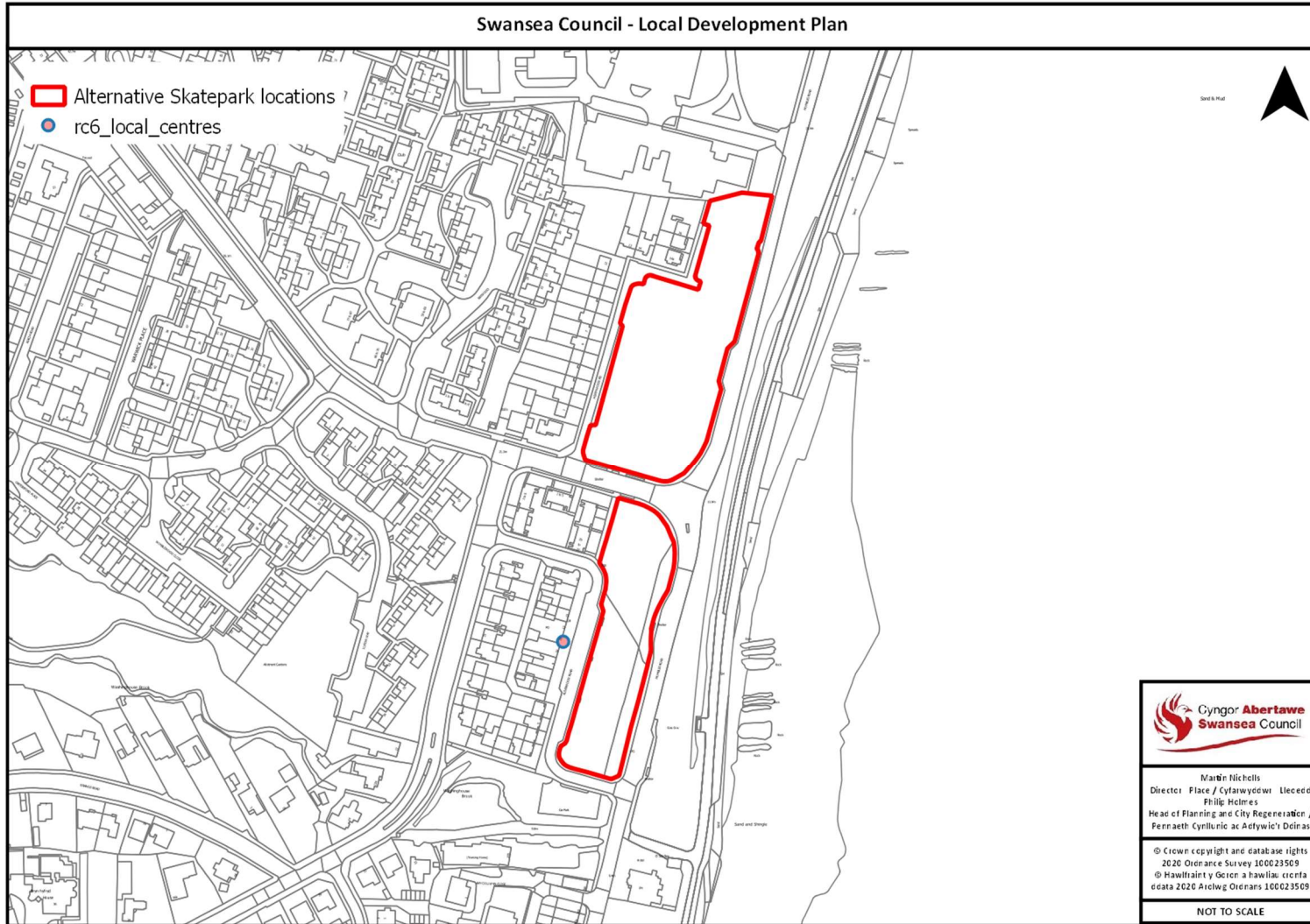
Prifwrddwr
Director / Prifwrddwr Lleucu
Philip Holmes
Headeil Flaenrig ariol Cynrychiolwr /
Penwrddwr Cynullidwr a Chyhoeddiwr

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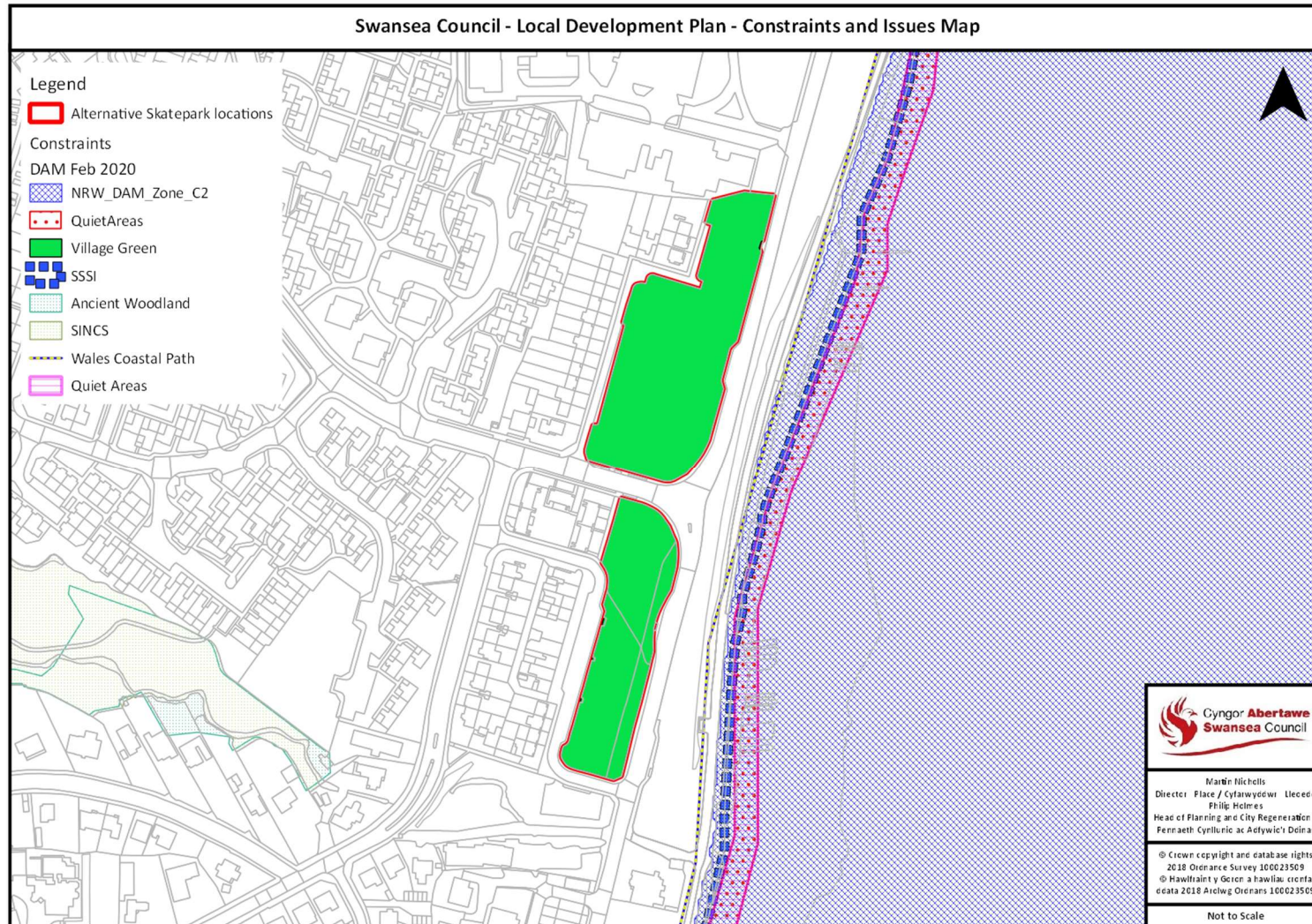
NOT TO SCALE

Background and History

LDP Proposals Map – White land in the urban settlement. Adjacent to West Cross Local Centre



LDP Constraints Map – designated Village Greens



Planning Assessment

Site Description			
Name	Option 5 - The Village Greens, West Cross		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Territorial Army Depot Public highway Residential use A local centre	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Provides setting to the Bay / foreshore promenade.	
	No		
Key landscape features	Complex	The site has simple landscape features.	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	No impact on areas designated for landscape value	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	No impact on historic designations	
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		

	Listed Building		
Impact on views and vistas	-	Key views across site to coast. Visible from surrounding residential properties, public highway and the coastal path.	
Topography	Level	Slightly sloping	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes	
	No		
Presence of overhead cables	Yes	No	The DAS (p18) submitted to accompany the consented planning application (ref: 2019/2345/FUL) discounts the Village Greens on the basis of there being a gas pipeline across the site which prevents the development.
	No		

Page 55/1

Regeneration and Community

Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Few – Village greens. Mumbles Community Council (MCC) have discounted this site in their assessment of alternative locations due to there apparently being other recreation themed plans for attracting families to the Village Greens, and reported opposition to a skatepark at these sites.	PPW states that town and village greens are protected by legislation and development is generally prohibited except where the development is for the better enjoyment of the land for sports and recreation and in other limited circumstances
	Some		
	Few		

Environment and Climate Change Mitigation

Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Site is a village green. Picnic tables on the site.	
Impact on Greenspace	-	Site is a village green	
Impact on Biodiversity	-	Trees on the site No biodiversity designations on the site.	SINC and SSSI to the east of the site.

Flood-risk and drainage	-	No physical constraints identified on the site itself.	
Proximity to existing potential nuisance and/or sources of pollution	Odour	Design should consider impact of busy public highway adjacent to the site	
	Noise		
	Light		
	Air		
Potential impact of future use on existing neighbouring development	Waste	Consider amenity impacts on residential properties	Designated Quiet Area east of the site
	Noise		
	Light		
	Air		
Land contamination	Waste	The DAS accompanying the consented scheme discounts this site because of conflicts identified with potential future uses of the Village Greens and opposition from local traders and residents	
	Other		
Land stability	-	No constraints identified	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Yes, but improvement required	
	Yes, but improvement required	Some car parking at the Local Centre	
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a major bus route and within 400m of a bus stop	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Regularly congested	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	High	
	Moderate	Across the public highway from the coastal cycle/footpath	
	Low		

Deliverability			
Issue	Criteria	Commentary	Notes
Availability	Immediately available	Village Green status	
	Some indication of availability	The DAS accompanying the consented scheme discounts this site because of conflicts identified with potential future uses of the Village Greens and opposition from local traders and residents	
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Large area of land but there are constraints to its use	
Constraints	Physical	Village Green status	
	Environmental	Trees Sloping	
	Legal (e.g. Common Land; Village Green designations)	Gas pipeline identified in the supporting evidence for the consented scheme	

Summary of Findings

Both parcels of land are designated Village Greens, which presents significant impediments and constraints to development. Land is valued recreational open space (as evidenced by the Village Green status) on the entrance to the village of Mumbles, and highly visible from the busy Mumbles Road at a gateway to the Village.

It is noted that Mumbles Community Council (MCC) discounted this site in their assessment of alternative locations in support of the submitted planning application, due to there apparently being plans being formulated for a park in front of the local centre which the submitted information identified would be in conflict with a skatepark and opposition from traders and local residents. MCC have also identified a gas pipeline across the site which they say prevents the development (this is information that has not been checked for the purpose of this appraisal).

Amenity impacts are a significant constraint given the proximity to adjacent residential properties.

Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking.

Skatepark Site Assessment Report



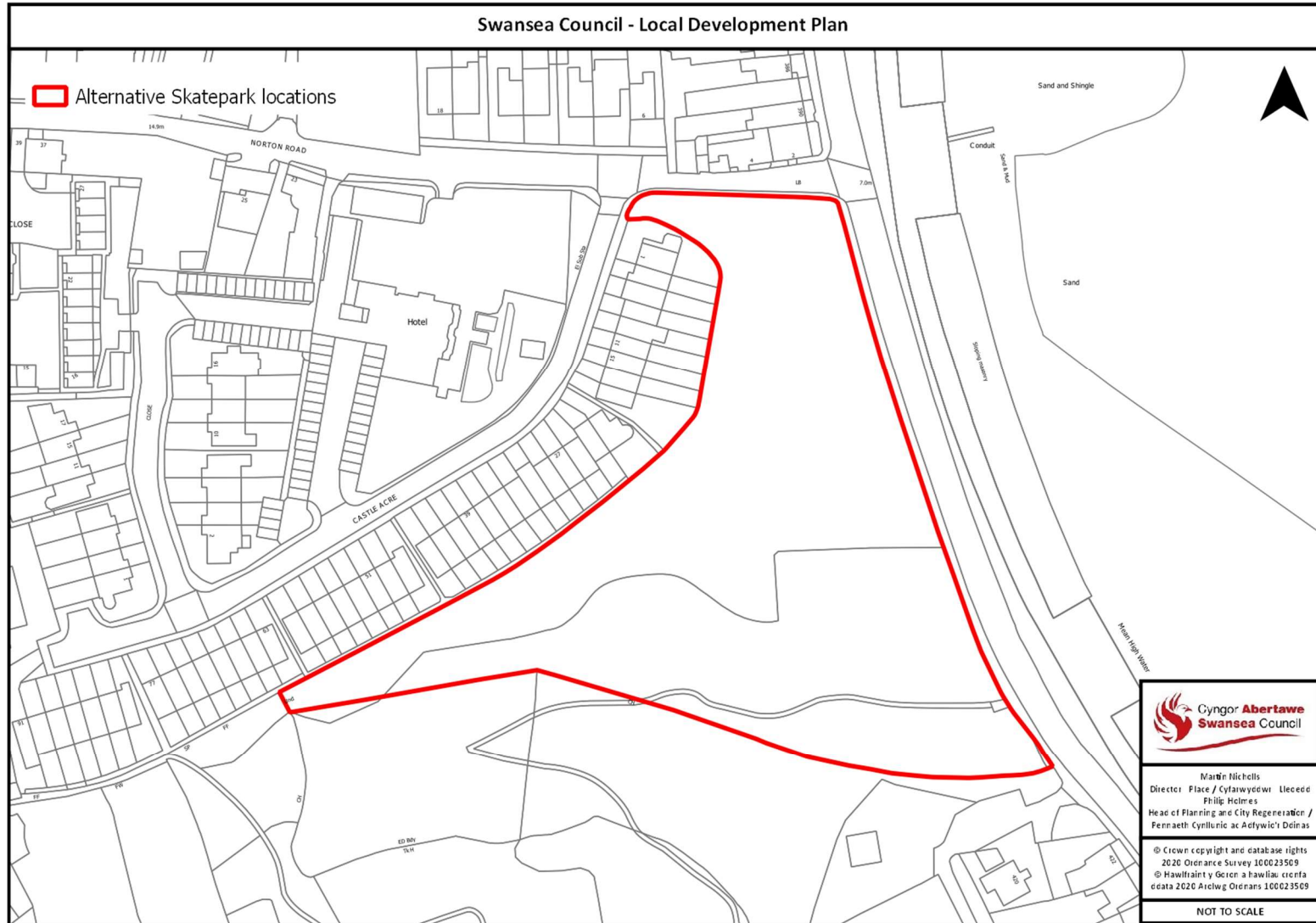
Name	Option 6 - Norton Village Green, Norton
Size	1.21 ha (12,100 sq metres)
Existing Land use	Village Green
Summary of existing use and context	Designated Village Green bordered by residential properties to the west, public highway to the north and east, and woodland to the south, close to the Swansea Bay promenade

Aerial Photograph

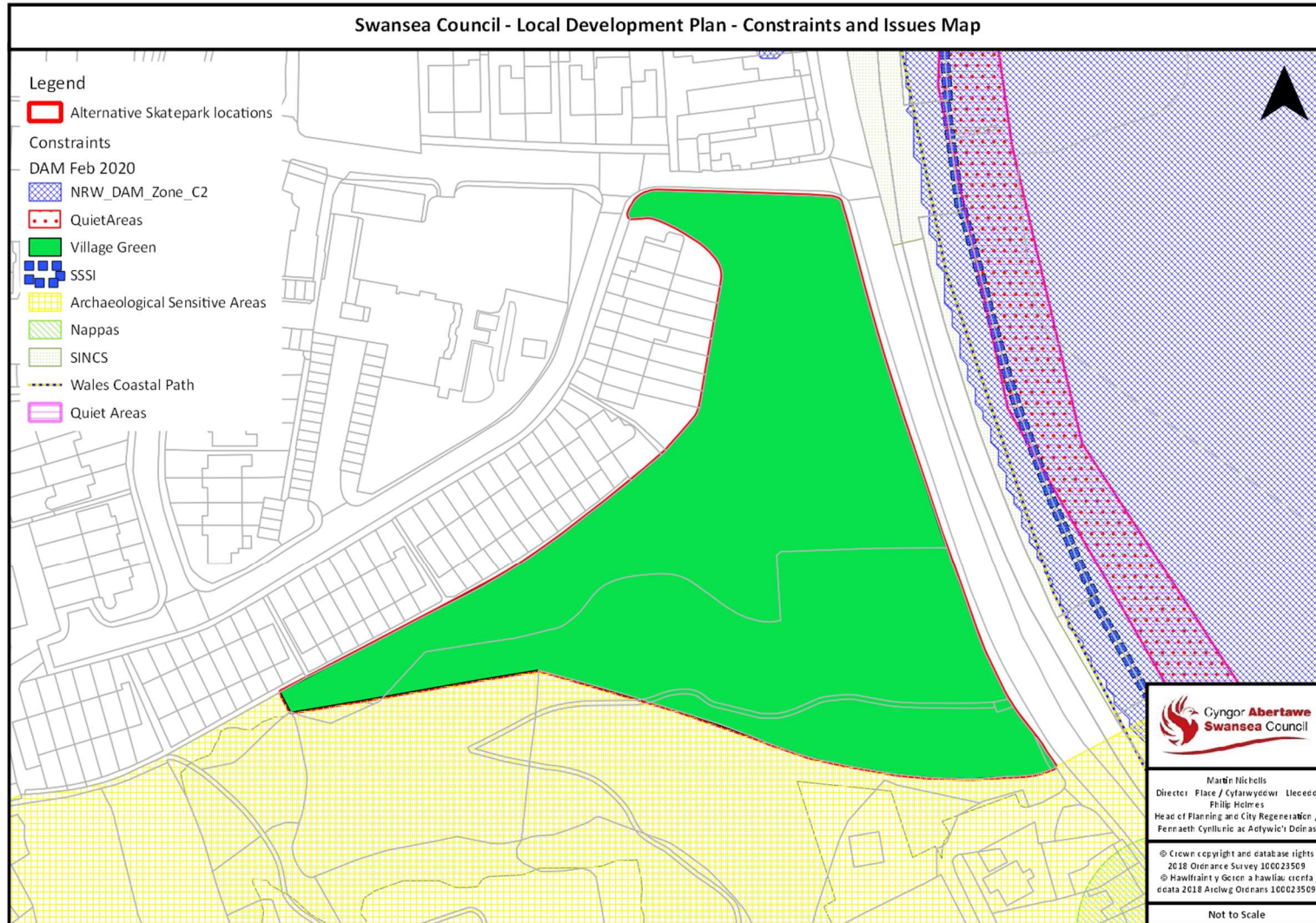



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LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – designated Village Green across whole site; SINC covering the southern half of the site; Archaeological Sensitive Area extending from the land south of the site into a small area of this site in the south western part



Relevant Planning History - None

Planning Assessment

Site Description			
Name	Option 6 - Norton Village Green, Norton		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Public highway to north and east Residential to west Woodland and grounds of Oystermouth Castle to the south	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Provides setting to the Bay / foreshore promenade and Gateway site on the highway approach to Mumbles.	
	No		
Key landscape features	Complex	Gateway site on the approach to Mumbles.	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	No impact on areas designated for landscape value	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	Small part of the site is within the wider Archaeologically Sensitive Area.	
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		

	Conservation Area		
	Listed Building		
Impact on views and vistas	-	Key views across the site to the Bay. Site is highly visible from surrounding residential properties, public highway and coastal path. Gateway site on the approach to Mumbles.	
Topography	Level	Sloping in places	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Few – Village green. Majority of the site has biodiversity constraints, while remainder of site is adjacent to residential properties.	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Site is a Village Green.	
Impact on Greenspace	-	Site is a Village Green	
Impact on Biodiversity	-	Southern half of the site is a SINC and woodland.	
Flood-risk and drainage	-	No physical constraints identified on the site itself.	

Proximity to existing potential nuisance and/or sources of pollution	Odour	Design should consider impact of busy public highway adjacent to the site	
	Noise		
	Light		
	Air		
Potential impact of future use on existing neighbouring development	Waste	Consider amenity impacts on residential properties	Designated Quiet Area east of the site
	Odour		
	Noise		
	Light		
Land contamination	Air	No issues	
	Waste Other		
Land stability	-	No issues	

Transport and Accessibility

Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	No – limited parking available near the site	
	Yes, but improvement required		
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a major bus route and within 400m of a bus stop	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Regularly congested	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	High Across the public highway from the coastal cycle/footpath	
	Moderate		
	Low		

Deliverability

Issue	Criteria	Commentary	Notes
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Availability	Immediately available	Village green. Majority of the site has biodiversity constraints, while remainder of site is adjacent to residential properties.	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Large area of land but there are constraints to its use	
Constraints	Physical	Village Green SINC and woodland Residential amenity impacts Small part of the site is within the wider Archaeologically Sensitive Area.	
	Environmental		
	Legal (e.g. Common Land; Village Green designations)		

Summary of Findings

Site is a designated Village Green, which presents significant impediments and constraints to development. Land is valued recreational open space (as evidenced by the relatively recently gained Village Green Status) on the entrance to the village of Mumbles, and highly visible from the busy Mumbles Road at a gateway to the Village.

Majority of the site is a designated SINC comprising woodland; while remainder is adjacent to residential properties where the amenity impacts are unlikely to be acceptable. Part of the site is in the Archaeologically Sensitive Area associated with the castle.

Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking and biodiversity.

Skatepark Site Assessment Report



Name	Option 7 - Land adjacent and opposite Southend Playground, Mumbles
Size	0.39 ha (3,900 sq m)
Existing Land use	Greenspace
Summary of existing use and context	Site situated on the foreshore of Swansea Bay in the heart of Mumbles, comprises two main areas, one within Southend Gardens park, and a further area including part of the promenade and adjacent hardstanding used for boat storage. Also includes the footpath providing access to the playground.

Aerial Photograph



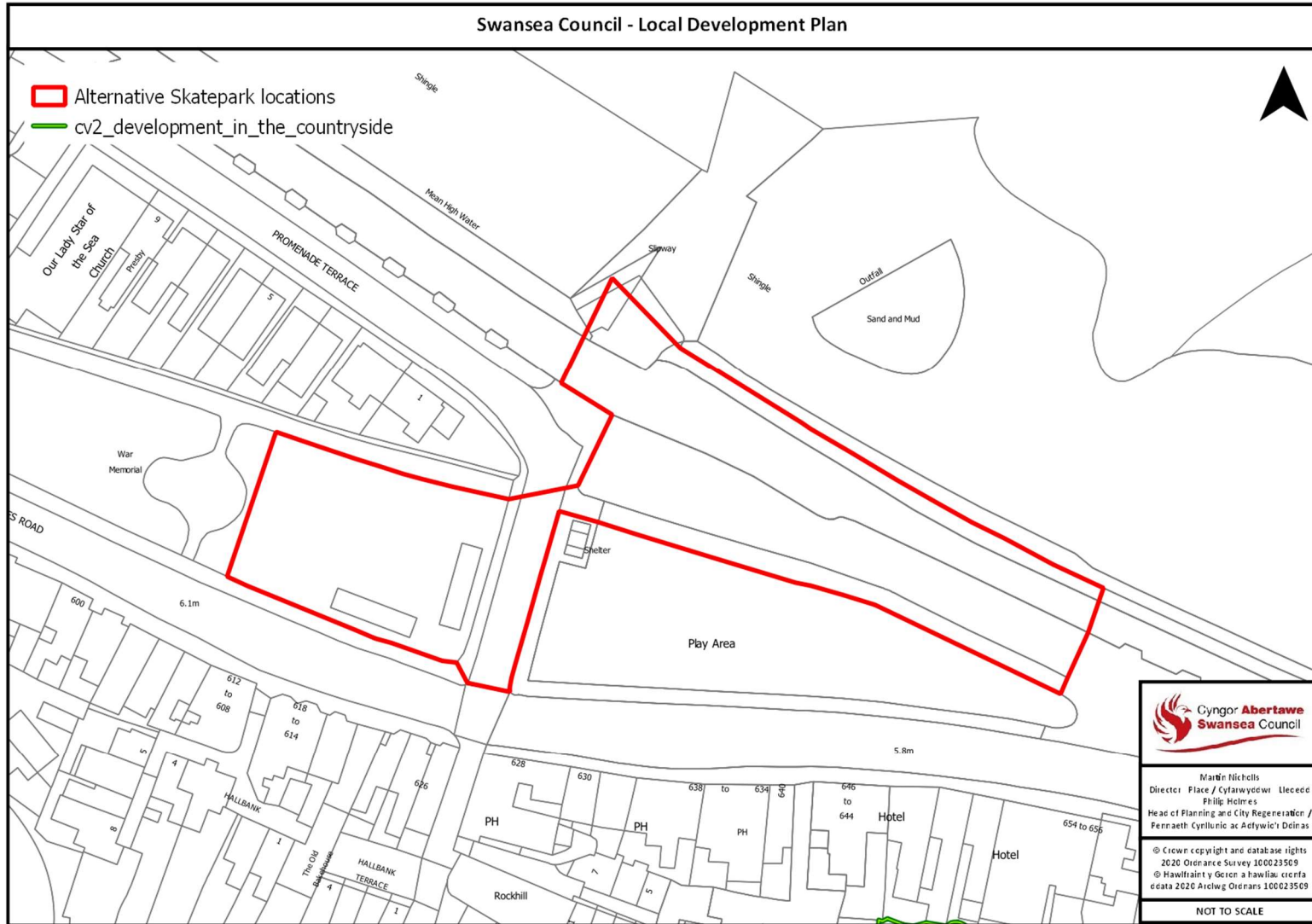
Mairie Hinchells
 Director / Placwr / Cyfarwyddwr Lleceid
 Ffiliol Hwileres
 Head of Planning and City Regeneration /
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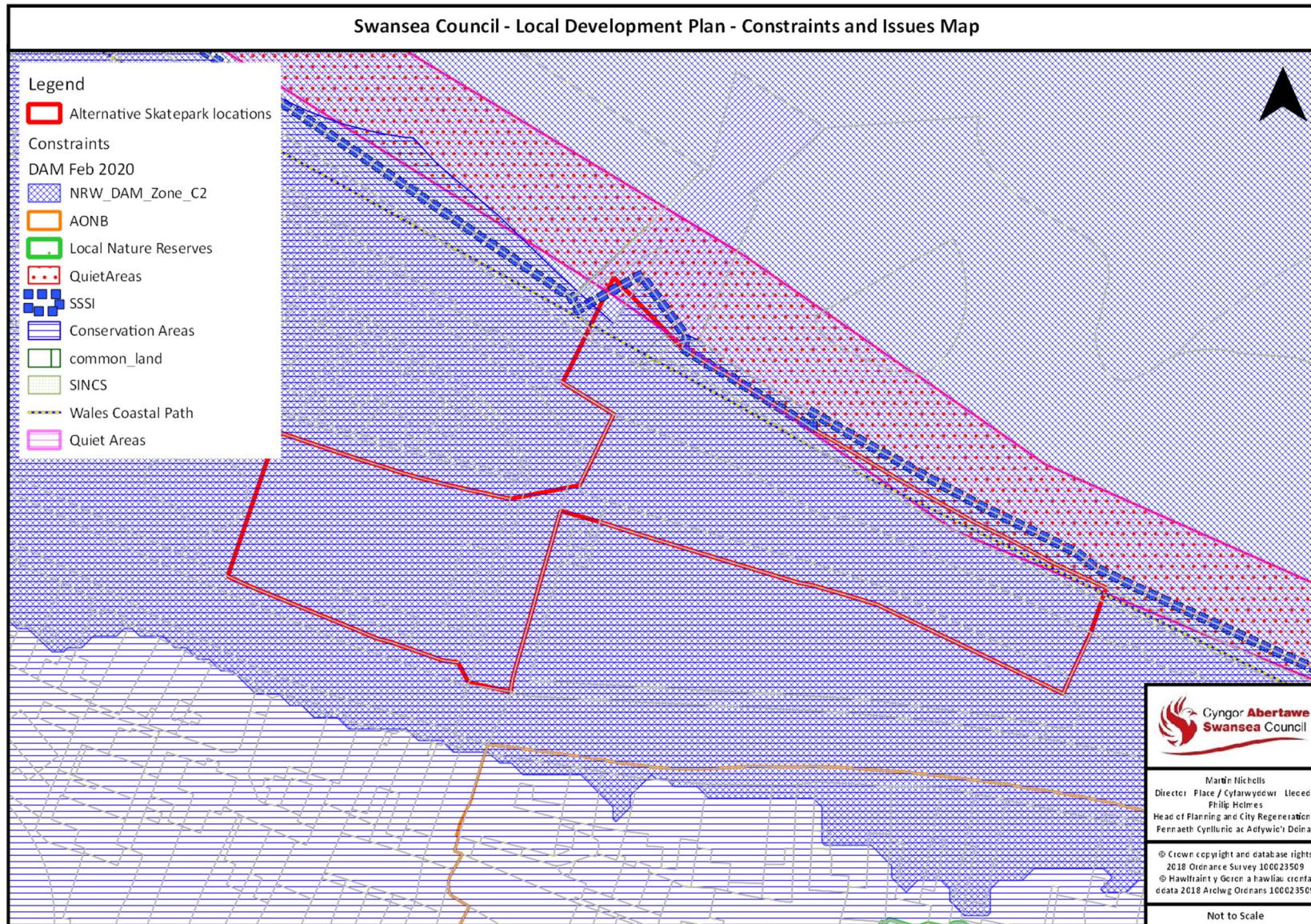
NOT TO SCALE

Background and History

LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – Conservation Area; Flood Zones; Coastal path, SSSI, SINCS, and Quiet Area on coastal edge of site



Relevant Planning History

A00/1283 Mumbles Gardens Cenotaph Area Mumbles Road, Mumbles Swansea

Erection of A Memorial Sculpture

2015/2300 Wall Adj. The Promenade The Mumbles Swansea

Repair, strengthening and addition of 0.15m granite capping stone to existing dwarf wall and associated works

2010/0621 Land Between Verdi's And Arcade Along Mumbles Promenade, Swansea

2 banner promotional signs on lighting columns (Council Development Regulation 3)

Page 364

2019/0433/FUL Land Adjacent To The Slip Adjacent To Promenade Terrace, Mumbles Swansea SA3 4DS

Installation of a 20 bicycle rack station

2019/0349/SCR Mumbles Promenade Coastal Defences Mumbles Swansea

Environmental Impact Assessment (EIA) Screening Opinion Request: Works to Mumbles Sea Wall

Planning Assessment

Site Description			
Name	Option 7 - Land adjacent and opposite Southend Playground, Mumbles		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Brownfield / Greenfield Mix	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Flood defence and beach to the north Promenade cycle and pedestrian path Play area to the south/South east Southend gardens to the west Residential properties on Promenade Terrace Mumbles Road	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Entire site situated in a Conservation Area.	
	No		
Key landscape features	Complex	Entire site situated in a Conservation Area.	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	No impact on areas designated for landscape value	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	Entire site situated in a Conservation Area	
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		
Listed Building			

Impact on views and vistas	-	Entire site situated in a Conservation Area. Site visible from adjacent busy public highway. Site visible on the foreshore from the beach/sea.	
Topography	Level	Level	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Located in a Conservation Area The 'Southend Gardens' part of the site is currently being used as a hospitality area for commercial businesses, permitted as part of the Council's multi-agency response to the Covid crisis and the additional requirements for outdoor space.	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Loss of open space	
Impact on Greenspace	-	Loss of green space on the western parcel of land	
Impact on Biodiversity	-	Potential to lose trees SINC and SSSI on the coastal edge of site	

Flood-risk and drainage	-	Located in Flood Zones	
Proximity to existing potential nuisance and/or sources of pollution	Odour	None	
	Noise		
	Light		
	Air		
	Waste		
Potential impact of future use on existing neighbouring development	Odour	Residential amenity impacts	Adjacent a designated Quiet Area
	Noise		
	Light		
	Air		
	Waste		
Land contamination	-	No issues	
Land stability	-	No issues	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Public car park nearby. Limited on-street parking	
	Yes, but improvement required		
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	On a main bus route and bus stops within 400 m	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Regularly congested on the approach to Mumbles. Location would draw traffic through the Village.	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	High	
	Moderate		
	Low	Located adjacent to the coastal cycle/footpath	
Deliverability			
Issue	Criteria	Commentary	Notes

Availability	Immediately available	Not in the short term and medium term unclear. Part of a park Other area of the site awaiting flood mitigation works, and currently part of the promenade and used for boat storage	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	No	
Constraints	Physical	Flood risk – significant flood alleviation works anticipated in vicinity Conservation Area Trees Quiet Area SINC SSSI	
	Environmental		
	Legal (e.g. Common Land; Village Green designations)		

Page 508

Summary of Findings

Site partly encompasses an area within a public park as well as the promenade and boat storage area at this location.

The entirety of the site is located in a Conservation Area. The promenade part of the site is adjacent a SSSI, SINC and Quiet Area.

The site is a designated flood risk area and will be affected by the significant flood alleviation infrastructure works anticipated to be constructed, relating to the NRW 'sea defence' project. There are no final design details as yet for this project. Whilst such works may theoretically present a larger area of public realm and recreational/'developable' area (broadly where the current boat storage is), it is not clear at this time what the extent and form of such area would be, or indeed if there would be sufficient area for the structure and the surrounding circulation, open space and potential viewing of visitors/spectators.

In terms of the current area adjacent to the promenade (i.e. the boat storage area) the appraisal indicates this is insufficient in size to accommodate the proposals. This is having regard not only to the area required for the minimum footprint of the skateramp structure itself, but also for surrounding circulation, open space and potential viewing of visitors/spectators. This presents an obvious impediment to the delivery of a scheme at this location within the short term.

The 'Southend Gardens' part of the site is currently being used as a hospitality area for commercial businesses, permitted as part of the Council's multi-agency response to the Covid crisis and the additional requirements for outdoor space. Whilst this is currently operating as a temporary use, this could potentially become a more permanent, or at least seasonal, arrangement in the interests of wider regeneration and economic development priorities.

Whilst outside the site put forward for appraisal, the adjacent children's playground is in any event an important area of play space for residents and for the visitor economy, and any proposals that would reduce its provision would be required to relocate the facilities in the immediate area. It is not clear whether any opportunities exist to relocate the facilities in this manner.

The appraisal indicates the existing site is not suitable for the proposed development in its current form, and therefore the site is considered unsuitable in the short term. The lack of clarity on the potential size of the new area of public realm and recreation space that may follow the completion of future infrastructure works at this location (associated with the flood defence scheme) means it is not possible to fully assess as part of this appraisal whether in future this part of the site could offer any opportunity for the nature of the development proposed. Early indications are that the area to be potentially created through these works would be too small for the size and scale of skate park that is described in the submitted documentation for the scheme granted planning permission, however it may be feasible for the public realm design of this new space to incorporate skateable features, for example for entry level skaters and beginners to practice before using the more challenging facilities that are proposed for the full scheme.

Skatepark Site Assessment Report



Name	Option 8 - Underhill Park, Mumbles
Size	6.97 Ha (69,700 sq m)
Existing Land use	Greenspace
Summary of existing use and context	Underhill Park in Mumbles. **N.B. Future plans for the park have recently been given planning permission under ref: 2019/1442/FUL (see Appendix 1) and would need to be taken into account in any further review.**

Aerial Photograph





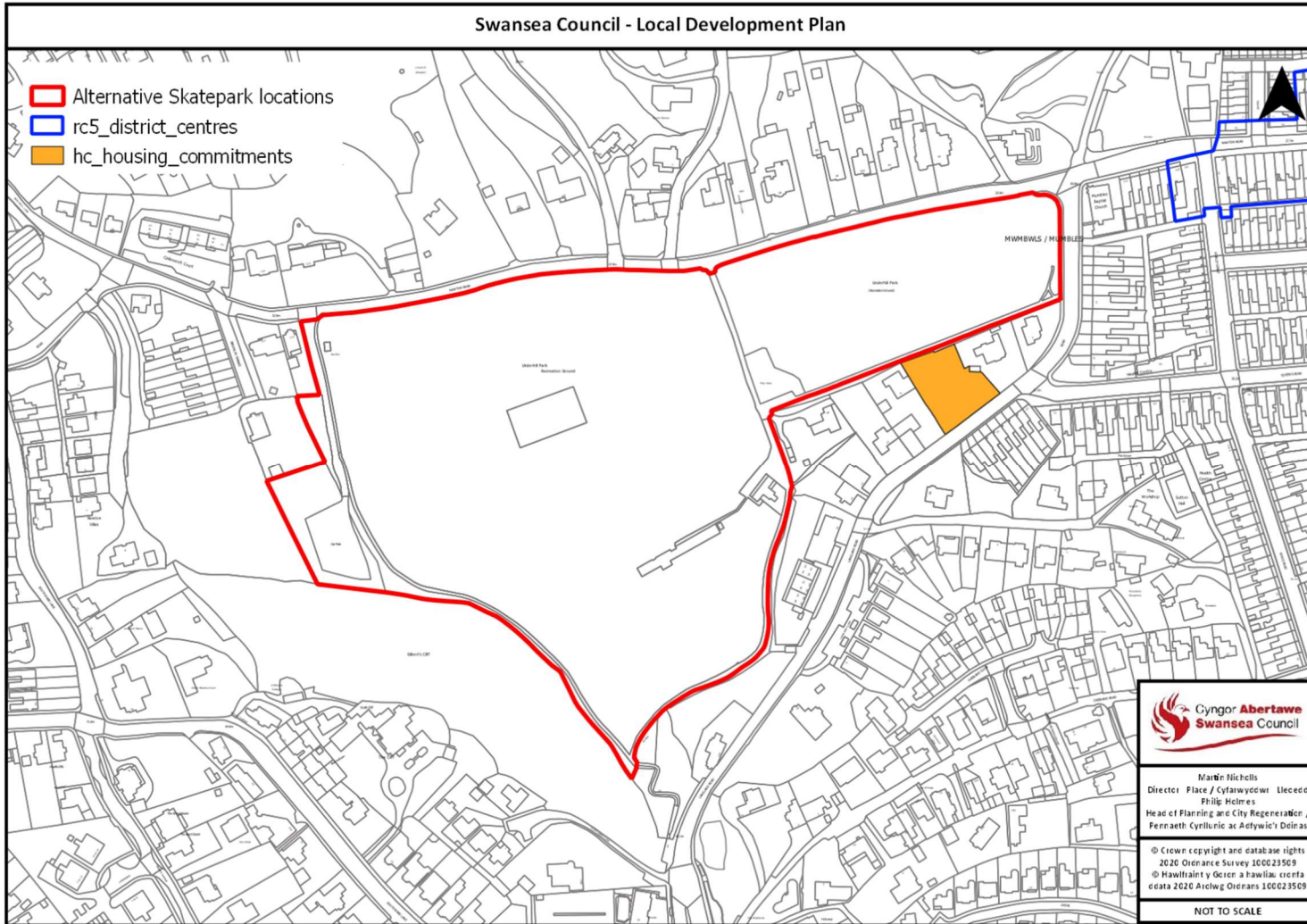
 Rhys Iwan Jones
 Director / Cytawyddwr Lleoliad
 Rhifolwr
 Head of Planning and City Regeneration /
 Pennaeth Cyllwrdd a Chytawyddwr

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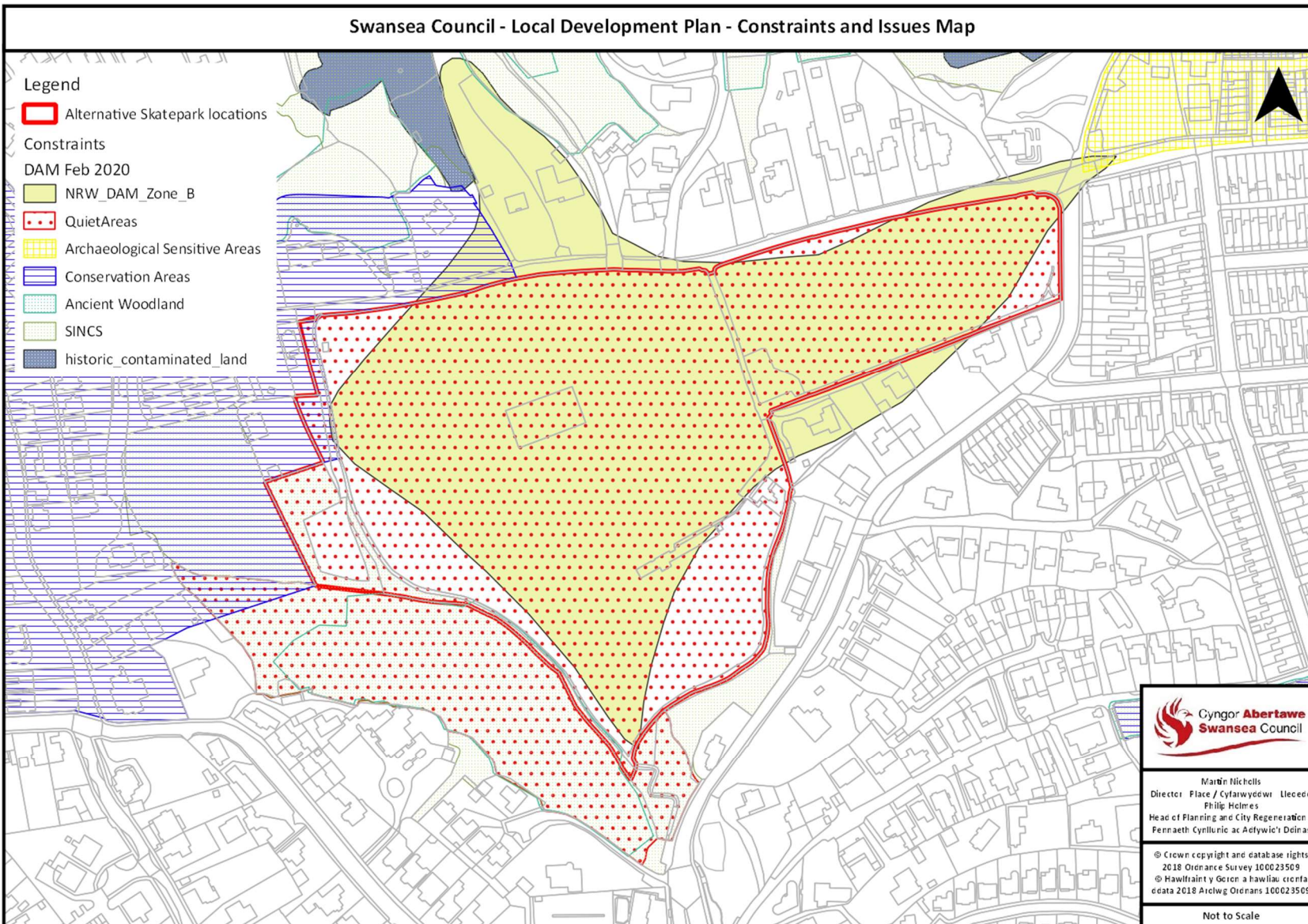
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Background and History

LDP Proposals Map – White land in the urban settlement



LDP Constraints Map – Quiet Area, Flood Zone B. Conservation Area on western edge. SINC around car park



Relevant Planning History

2016/1329 Changing Rooms Underhill Park Newton Road Newton Swansea SA3 4QU Approved 04/10/2016

Two storey community building (outline) including access alterations, landscaping and reconfiguration and formulisation of existing car park.

2019/1442/FUL Underhill Park, Changing Rooms Newton Road Newton Swansea SA3 4QU Approved 15/11/2019

Redevelopment of external playing areas adjacent to existing changing rooms to form new all-weather pitch with associated floodlighting and 4m high perimeter fencing and repositioning of other outlined playing areas to utilise former redundant areas Refurbishment of existing changing rooms and construction of an extension to provide a café / community room, new shower / changing rooms, first aid room, plant room and secure storage areas. New Electric transformer station and secure vehicle access and compound and associated security fencing.

Planning Assessment

Site Description			
Name	Option 8 – Land at Underhill Park, Mumbles		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield Includes the car park area	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Woodland to the west Newton Road and residential properties to the north Residential properties on Langland Road to the east and south	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Other	Yes	
	Yes		
Key landscape features	No	Moderate Conservation Area to the western end	
	Complex		
	Moderate		
Impact on areas designated for landscape value	Simple	No impact on areas designated for landscape value	
	AONB		
	SLA		
Impact on historic designations	Heritage Coast	Conservation Area to the western end Listed Building off Newton Road within the Conservation Area	
	Ancient Monument		
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		
Listed Building			

Impact on views and vistas	-	Consideration of the setting of the Listed Building and Conservation Area would be required, these are at the western end of the site. Views into the park from surrounding residential properties	
Topography	Level	Level	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Yes from other park users	
	No		
Presence of overhead cables	Yes	No	
	No		

Regeneration and Community

Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Some – From consideration of the future plans for the Park, consented under ref: 2019/1442/FUL, there is potentially unused level space, subject to further investigation, at the western end of the field containing the third football pitch on the attached plan (Appendix 1), subject to further investigations, and consideration of how this could coexist satisfactorily with the recently refurbished children's playground.	Large site, well in excess of the 748 sq m footprint required by the approved scheme (ref 2019/2345/FUL).
	Some		
	Few		

Environment and Climate Change Mitigation

Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	There would be a change in type of recreational space	
Impact on Greenspace	-	Loss of greenspace to provide a recreational facility	

Impact on Biodiversity	-	SINC around the car park to the western end of the site	
Flood-risk and drainage	-	Flood risk zone B	
Proximity to existing potential nuisance and/or sources of pollution	Odour	None	
	Noise		
	Light		
	Air		
	Waste		
Potential impact of future use on existing neighbouring development	Odour	Noise – the Park is a Quiet Area therefore mitigation measures would need to be carefully considered	
	Noise		
	Light		
	Air		
	Waste Other		
Land contamination	-	No issues	
Land stability	-	No issues	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Yes	
	Yes, but improvement required	Car park exists for the wider park. Limited on-street parking	
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m	Located within 400m of a bus stop	
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	No significant congestion	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Low for the wider population	
	Moderate		

	Low		
Deliverability			
Issue	Criteria	Commentary	Notes
			□
Availability	Immediately available	Potential area of under utilised level openspace within the park	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Potential area of under utilised level openspace within the park, but some constraints to be considered	
Constraints	Physical	Quiet Area Conservation Area / listed building adjacent to western end of site. SINC around car park at western end of site	
	Environmental		
	Legal (e.g. Common Land; Village Green designations)		

Page 37

Summary of Findings

The site put forward for appraisal includes the whole of Underhill Park and related parking area, however the appraisal indicates that the formal pitches preclude much of the site from being available for development and the parking area provides an important facility in conjunction with the beneficial use of the park. The appraisal indicates there may be a potential opportunity for further investigation to accommodate the footprint required for the proposed scheme at the western end of the field containing the third football pitch – as identified on the attached plan (Appendix 1). This part of the site is a location away from the Conservation Area, listed building and SINC designations, and on land which appears to be informal greenspace not used for football/rugby/cricket or subject to future plans. It is relatively sustainable in terms of accessibility by active travel and bus to the wider population. However it is noted that the total site area required should allow for surrounding circulation, open space and potential viewing of visitors/spectators and that therefore the required area therefore needs to be larger than the minimum footprint of the structure itself. Further analysis would be required to assess whether a newly designed scheme would sufficiently allow for the total site area required, having regard to the adjoining uses.

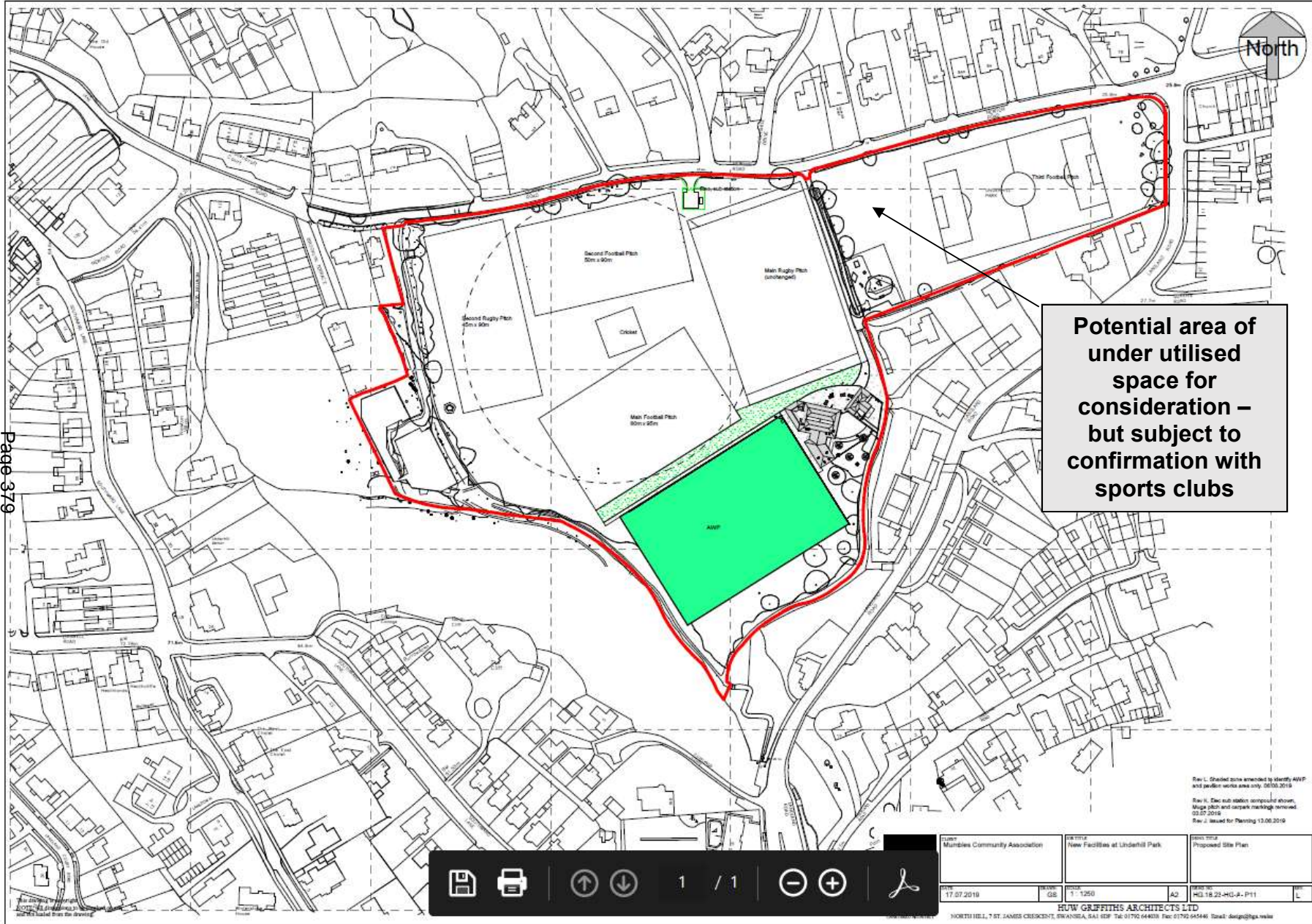
It is also important to note that historically this area has been used as a winter training area, away from the formal pitches, and it is not clear whether a suitable alternative exists for the beneficial use of sports clubs if this area was not available for such a purpose. It will be important to discuss these matters with representatives from relevant rugby and football teams, and relevant Council officers

and Members, as to the requirements of the clubs in this regard in order to ascertain whether this part of the site is suitably 'available' for other leisure facilities.

As well as the above mentioned issues, as part of further investigations consideration would need to be given to amenity impact on residential properties on Newton Road, the Quiet Area designation, and how a skatepark could coexist satisfactorily with the recently refurbished children's playground.

Subject to the satisfactory resolution of the issues identified, part of the site is considered to have potential for further consideration for the proposed development.

Appendix 1 – Future Plans for Underhill Park - 2019/1442/FUL




Skatepark Site Assessment Report



Name	Option 9 - Limeslade Car Park, Mumbles
Size	2.01 ha (20,100 sq m)
Existing Land use	Greenspace
Summary of existing use and context	Car park, landscaped areas and area of greenspace containing a children's playground. Car park serves the adjacent beaches and commercial tourism facilities, including bar, restaurant and pier entertainment area.

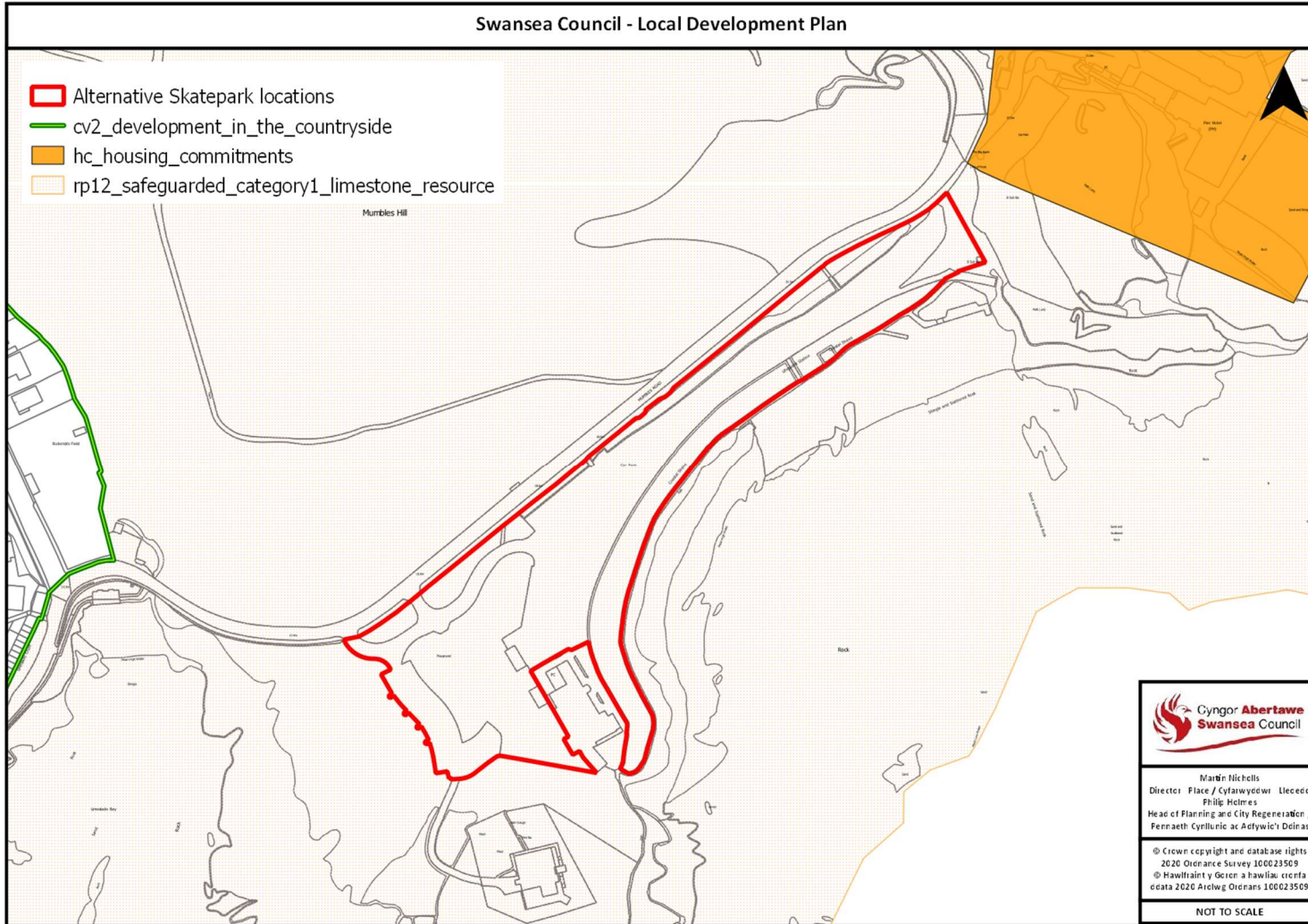
Aerial Photograph



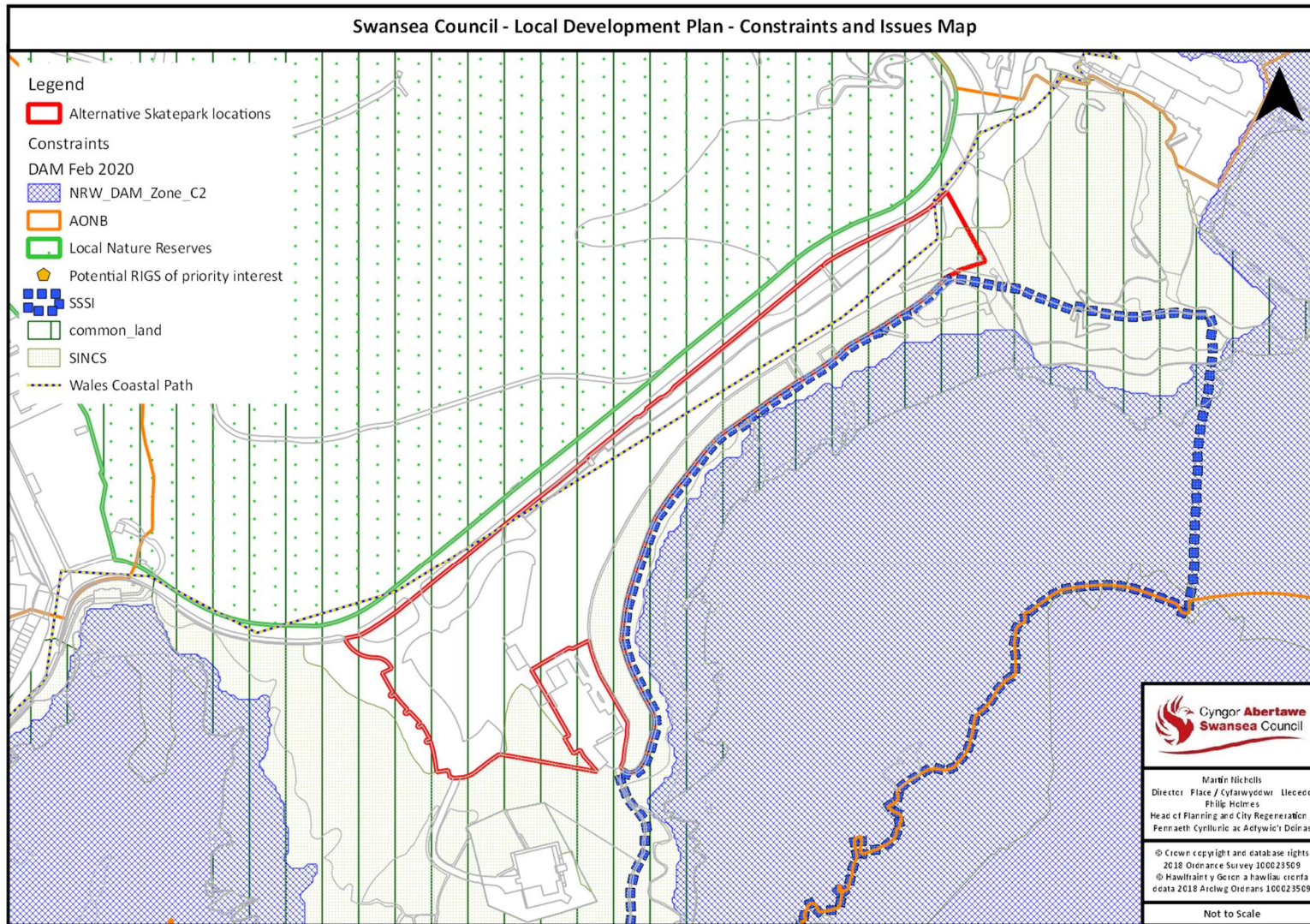

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 Philip Holmes
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Background and History

LDP Proposals Map – located outside of the urban settlement in the countryside. Safeguarded Category 1 Limestone Resource.



LDP Constraints Map – Located within the Gower AONB; entire site is Common Land. The greenspace is a SINCS. Wales Coastal Path runs through the site. Borders a SSSI.



Relevant Planning History

A00/1189 Castellamare Mumbles Road, Mumbles Swansea

First floor side extension to form office accommodation with two storey link extension to existing building to form additional storage

A01/0274 Castellamare, Mumbles Road, Mumbles, Swansea

Single storey side extension to southern elevation with balcony extension above and extension of proposed balcony to front elevation (amendment to planning permission 99/1298 granted 13th June 2000)

98/1612 Castellamare Mumbles Road, Mumbles Swansea

Erection of cafe bar conservatory extension, conversion of public toilets to cafe bar and first floor living accommodation to ancillary office/store, erection of new public toilets and lifeguard store and external alterations

99/1298 Castellamare Mumbles Road, Mumbles Swansea

Erection of additional balcony to side elevation and construction of pitched roof over existing flat roof

99/0807 Castellamare Mumbles Road, Mumbles Swansea

Erection of first floor side conservatory, with additional balcony to side elevation

2003/0591 Castellamare, Bracelet Bay, Mumbles, Swansea

Single storey side extension to southern elevation with balcony above, extension of balcony to front elevation, construction of pitched roof over existing flat roof and additional two storey entrance extension (amendment to planning permission A01/0274 granted 18th May 2001)

2008/1213 Castellamare, Bracelet Bay, Mumbles, Swansea

Variation of condition one of planning permission 2003/0591 granted 18th August 2003 in order to extend the time to commence the development

2018/2558/PRE 'replace existing restaurant, café bar and function room with spa hotel, wedding venue and café'

2019/0618/ADV Bracelet Bay Car Park Mumbles Road Mumbles Swansea SA3 4JT

One non-illuminated freestanding information sign/advertisement boards (Council Development Regulation 3)

Planning Assessment

Site Description			
Name	Option 9 - Limeslade Car Park, Mumbles		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Mostly brownfield Some greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Mumbles Road to the north Coastal areas Castlemare restaurant	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Located within the AONB and so forms part of a landscape of national importance that is protected by statute for the purpose of conserving and enhancing its natural beauty	
	No		
Key landscape features	Complex	Located within the AONB	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	Located within the AONB	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	No impact on historic designations	
	Archaeologically Sensitive Area		
	Archaeological Site		
	Historic Park and Garden and Setting		
	Historic Landscape		

	Conservation Area		
	Listed Building		
Impact on views and vistas	-	Views across site to coast. Highly visible from land and coast	
Topography	Level	Mostly level, greenspace area is sloping	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Limited at certain hours eg evenings	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Few – site has constraints	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Some open space but site is mostly car park	
Impact on Greenspace	-	Some green space but site is mostly car park	
Impact on Biodiversity	-	SINC covers green areas of the site around the car park and playground	
Flood-risk and drainage	-	No designations on the site	
Proximity to existing potential nuisance and/or sources of pollution	Odour	None	
	Noise		
	Light		
	Air		
	Waste		

Potential impact of future use on existing neighbouring development	Odour	Consideration of amenity impacts on restaurant and play ground and continued operation of the car park	
	Noise		
	Light		
	Air		
	Waste Other		
Land contamination	-	No issues	
Land stability	-	No issues	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Yes	
	Yes, but improvement required	Car parking on site	
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m		
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Regularly congested on the approach to Mumbles. This location would draw traffic through Mumbles village.	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Low for the wider population, less sustainable site than the consented scheme.	
	Moderate		
	Low		
Deliverability			
Issue	Criteria	Commentary	Notes
Availability	Immediately available	No indication of availability - site in active use as a playground and car park for beaches and restaurant.	
	Some indication of availability		

	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Large site but has constraints	
Constraints	Physical	Located within the Gower AONB	
	Environmental	Entire site is Common Land	
	Legal (e.g. Common Land; Village Green designations)	The greenspace is a SINC Wales Coastal Path runs through the site. Borders a SSSI	

Summary of Findings

Site is currently in active use as a car park for the beaches and restaurant. The loss of car parking would need thorough assessment to demonstrate the proposed loss would not be to the detriment of the local economy and visitors which requires such facilities to support commercial and tourism operations. The Council has previously received proposals to replace the existing restaurant, café bar and function room with spa hotel, wedding venue and café' and such a development would potentially impact on the amount of land available for a skate park, due to the amount of necessary parking provision for the hotel/wedding venue. In its response to this pre-application, the Council's transport department stated that *'the redevelopment of the site would rely on the council car park being available to provide parking for all the proposed uses. Whilst this is not a problem in itself there would be no guarantee of the availability or otherwise of sufficient spaces, particularly in the summer months.'*

It is located in the Countryside where there is a presumption against development, and within the Gower AONB, and so forms part of a landscape of national importance that is protected by statute for the purpose of conserving and enhancing its natural beauty.

Entire site is Common Land, which presents a significant impediment to development.

The area outside of the car park is a playground, SINC and is sloping.

A relatively unsustainable site in terms of accessibility by non-car travel. Limited natural surveillance at certain times of day.

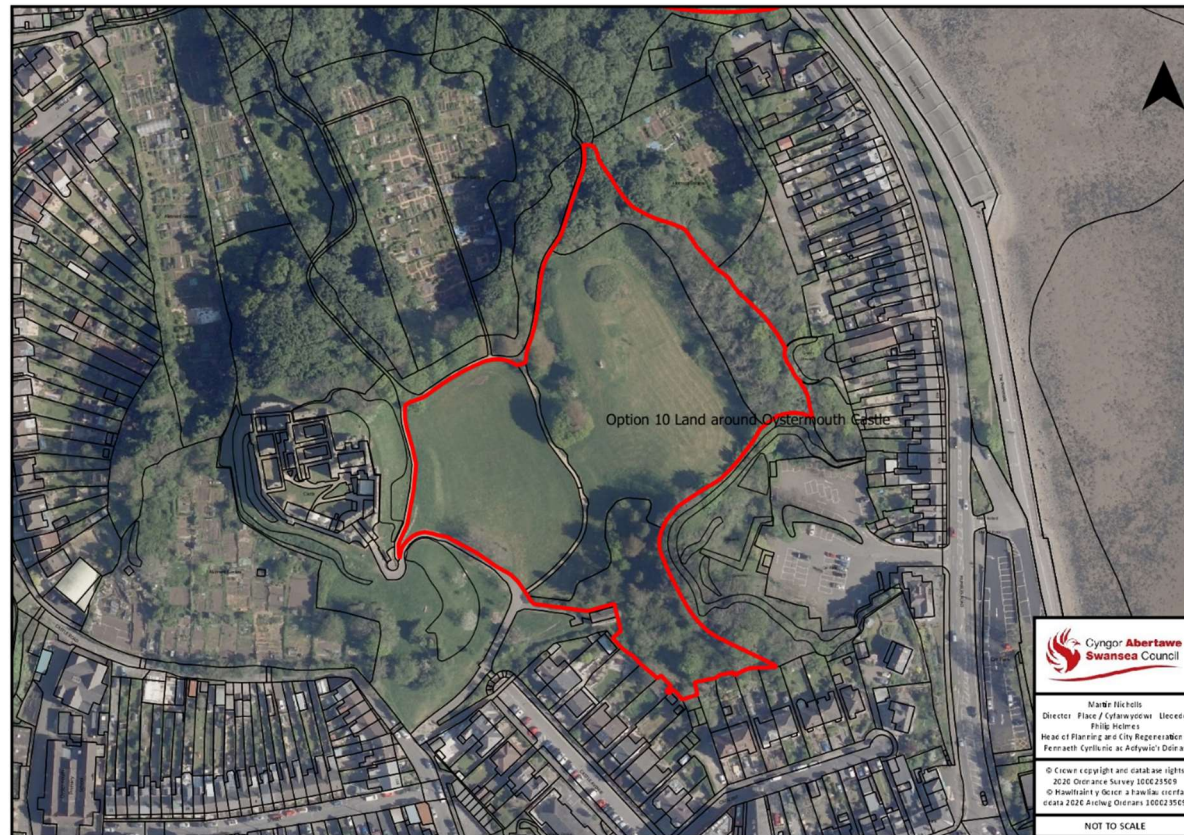
Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking and biodiversity.

Skatepark Site Assessment Report



Name	Option 10 - Land adjacent to Oystermouth Castle, Mumbles
Size	1.66 ha (16,600 sq m)
Existing Land use	Greenspace
Summary of existing use and context	Extensive area of public greenspace comprising the grounds around Oystermouth Castle, which is an Ancient Monument and Listed Building. Some level space nearest the castle but sloping in other parts of the site. Woodland in the southern spur and around the edges of the site.



Aerial Photograph

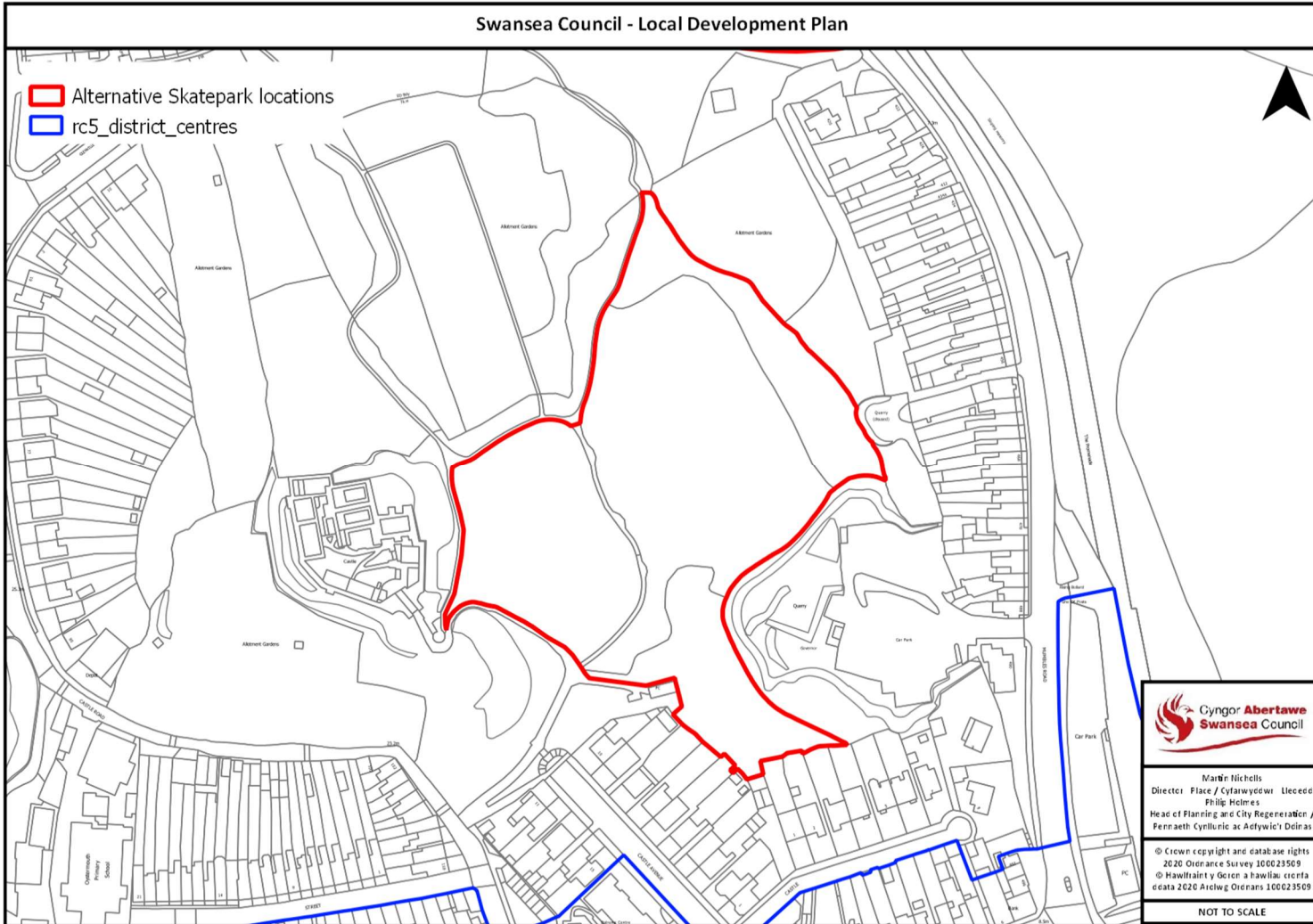



Background and History

LDP Proposals Map – White land in the urban settlement

Swansea Council - Local Development Plan

-  Alternative Skatepark locations
-  rc5_district_centres



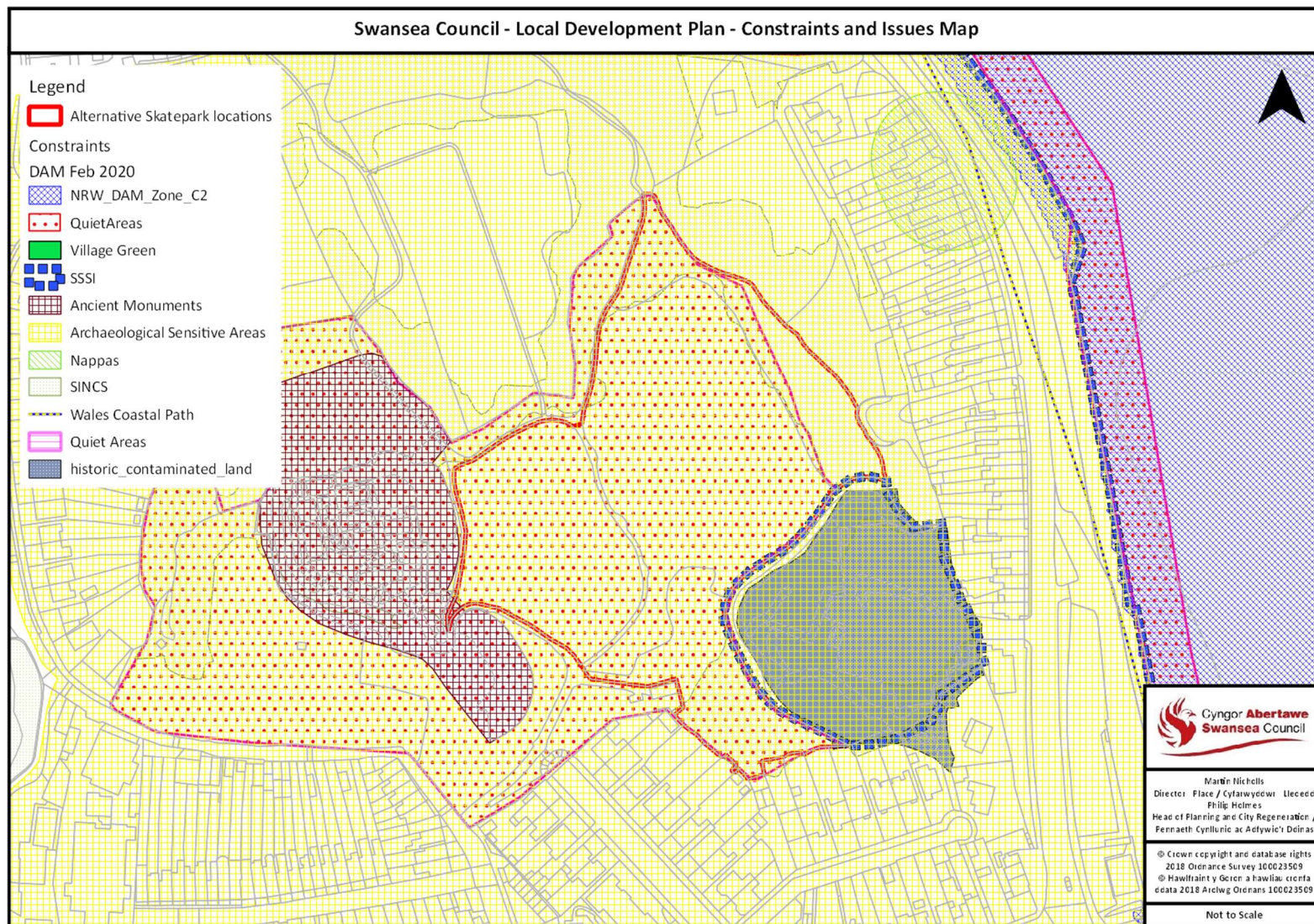

Cyngor Abertawe
Swansea Council

Martin Nicholls
Director Place / Cyfarwyddwr Lleceod
Philip Holmes
Head of Planning and City Regeneration /
Pennaeth Cyllunio ac Aolywio'r Dolinas

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NOT TO SCALE

LDP Constraints Map – Archaeological Sensitive Areas and Quiet Area across the site; SINC covering parts of the site; adjacent to an Ancient Monument and SSSI



Relevant Planning History

2009/1056 Oystermouth Castle Castle Road Mumbles Swansea SA3 5TA Approved 29/09/2009

Visitors centre within the Chapel block incorporating viewing platforms to first and second floors, new educational resource structure to Castle courtyard, alterations to existing entrance at Castle Avenue, access improvements and associated works (Council Development Regulation 3)

Planning Assessment

Site Description			
Name	Option 10 - Land adjacent to Oystermouth Castle, Mumbles		
Context and Character			
Issue	Criteria	Commentary	Notes
Classification	Brownfield	Greenfield	
	Greenfield		
	Brownfield / Greenfield Mix		
Surrounding land use(s)	Agricultural	Ancient Monument Residential Allotments Woodland	
	Residential		
	Employment		
	Leisure		
	Mixed Commercial		
Dominant Landscape functions	Yes	Provides setting to the Ancient Monument and Listed Building	
	No		
Key landscape features	Complex	Moderate. Provides setting to the Ancient Monument and Listed Building	
	Moderate		
	Simple		
Impact on areas designated for landscape value	AONB	No impact on areas designated for landscape value	
	SLA		
	Heritage Coast		
Impact on historic designations	Ancient Monument	Adjacent to an Ancient Monument and Listed Building	
	Archaeologically Sensitive Area		

	Archaeological Site	Archaeologically Sensitive Area covers the entire site	
	Historic Park and Garden and Setting		
	Historic Landscape		
	Conservation Area		
	Listed Building		
Impact on views and vistas	-	Forms the grounds around, and setting of, the Castle which is an Ancient Monument and Listed Building. Views of this greenspace from the Castle.	
Topography	Level	Mixed	
	Undulating		
	Sloping		
	Mixed		
Natural surveillance	Yes	Limited to when the Castle is open	
	No		
Presence of overhead cables	Yes	No	
	No		
Regeneration and Community			
Issue	Criteria	Commentary	Notes
Opportunities to contribute to vitality and viability of the area	Significant	Few – a number of constraints affecting this site	
	Some		
	Few		
Environment and Climate Change Mitigation			
Issue	Criteria	Commentary	Notes
Impact on open space or recreational space	-	Impact on open space and recreational space	
Impact on Greenspace	-	Impact on Greenspace	
Impact on Biodiversity	-	SINC and woodland on parts of the site Some trees elsewhere	
Flood-risk and drainage	-	No flood risk designations	

Proximity to existing potential nuisance and/or sources of pollution	Odour	None	
	Noise		
	Light		
	Air		
	Waste		
Potential impact of future use on existing neighbouring development	Odour	Noise - whole site is a designated Quiet Area	
	Noise		
	Light		
	Air		
	Waste Other		
Land contamination	-	No issues on the site	Contaminated land designation on the adjacent quarry
Land stability	-	No issues	
Transport and Accessibility			
Issue	Criteria	Commentary	Notes
Vehicular access and car parking opportunities	Yes	Limited highway access	
	Yes, but improvement required	Limited car parking near to the site	
	No		
Accessibility to high frequency public transport access point, i.e. bus stop	< 400m		
	< 800m		
	> 800m		
Traffic conditions on nearby highway network	Regularly congested	Regularly congested on the approach to Mumbles. Location would draw traffic through the Village	
	Congested at times		
	No significant congestion		
Accessibility by active travel means	High	Low active travel access to the wider population	
	Moderate		
	Low		
Deliverability			
Issue	Criteria	Commentary	Notes

Availability	Immediately available	No indication of availability. Grounds of the Castle	
	Some indication of availability		
	No indication of availability		
Suitability of site in terms of size and topography	Sufficient useable space to accommodate the facility?	Large site but constraints affecting it	
Constraints	Physical	Archaeological Sensitive Areas and Quiet Area across the whole site; SINC covering parts of the site; Adjacent to an Ancient Monument and Listed Building; and SSSI	
	Environmental		
	Legal (e.g. Common Land; Village Green designations)		

Summary of Findings

The site forms the grounds around Oystermouth Castle. The landscaped area provides the setting to this Ancient Monument and Listed Building. Any form of permanent development that would detract from the setting of an Ancient Monument would not be permissible.

Slopes significantly in parts of the site. SINC covering parts of the site and adjacent to a SSSI.

Archaeological Sensitive Area therefore mitigation required. Quiet Area designation. Active travel links and highway access limited.

Not considered suitable for further investigation as a potential development site for the proposal, given significant planning issues and adverse impact on placemaking and biodiversity.

Conclusions

Having regard to the findings of the appraisals summarised in the preceding section, a high level planning appraisal of the sites has concluded that two main areas are considered to offer most scope for further investigation for the nature and scale of skatepark that is envisaged. These are considered to be the areas least affected by significant constraints and/or other issues that would otherwise render the site as being fundamentally compromised by the planning and placemaking matters that apply.

These areas are:

- Land at Blackpill, in the vicinity of the Petrol Station and Lido [part of Option 1 and Option 2]
- Land at Underhill Park [part of Option 8]

Post Planning Review of Proposed Wheeled Sports Areas

Mumbles, Swansea



Appraisal by



Contents

Introduction Summary

Review Sites

Assessment Criteria

The Sites

Site Option 01 - Llwynderw

Site Option 02 – 'Blackpill Lido'

Site Option 03 – Underhill Park

Appraisals Summary & Recommendation

Introduction Summary

DMW Architects & CL Planning were approached by Mumbles Community Council to assist in preparing a review to determine the value and viability of 3 proposed Wheeled Sports Areas following an approval at Committee (2019/2345/FUL) for a skate park at Llwynderw, Mumbles Road in February 2020.

This report looks at the 2 alternative sites put forward by Swansea Council in August 2020 as well as the consented site. The report compares each of the 3 sites, side-by-side, against a series of assessment criteria highlighting key issues of consideration when selecting a new skatepark site.

Having regard to the appraisal for each site and in consideration of the balance of positive and negative factors each proposal may have, we then provide a conclusion of findings for each site along with our final recommendation.

Each of the 3 sites were visited and photo documented and from there we undertook planning, mapping, and environmental searches for each site along with historical news reports. The limitations of this report included limited access to service and drainage data along with limited crime report data.

Review Sites

Following the High Level Planning Appraisal carried out in August 2020 by Swansea Council of which 10 potential local sites were identified for a new skatepark, including Llwynderw, it was confirmed that the 3 sites to be assessed and compared are;

Site Option 01	Llywnderw, West Cross Skate Park
Site Option 02	Land to the South of Blackpill Lido
Site Option 03	Land at Underhill Park

Assessment Criteria

We evaluated each potential site on the following assessment criteria. Each heading has a series of more detailed questions that seek to gain an understanding of each site for the purpose of analysis.

- 1 *Access*
- 2 *Environmental & Site Considerations*
- 3 *Design Suitability*
- 4 *Construction Considerations*
- 5 *Safety, Amenities & Visibility*
- 6 *Community & User Support*
- 7 *Planning Considerations*

This report is intended to provide an unbiased and comprehensive appraisal of the 3 wheeled sports areas. Whilst the essential considerations and environmental impacts of adding a skatepark to an area remain consistent, the intrinsic nature of a proposed skatepark area, its users, and the community surrounding it are unique and have been factored into this appraisal document.



The 3 Review Sites

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Site Location & General Description

Llwynderw is a strip of green space located between West Cross and Mayals.

The site sits on the eastern side of the A4067 Mumbles Road and is bordered to the East by the Swansea Bay Cycle Path/Promenade.

The site is a predominantly level, open grassed area with trees, shrubs and a section of hedging to the North roadside. The site is easily accessible and is within 400m of a bus stop. WC's, shop and takeaway refreshment facilities lie just North adjacent to the Blackpill Lido area.

Currently the site occupies a basic skateboarding area, known as 'West Cross Skate Park'. The area includes a metal half pipe skate ramp and hard surface areas extending from north to south.

A recent approval for a replacement skatepark was granted by Swansea Council in February 2019 - 2019/2345/FUL | Replacement skatepark



Bird's eye view

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW



Aerial view showing general position for skatepark and key to photo views



View 01



View 02

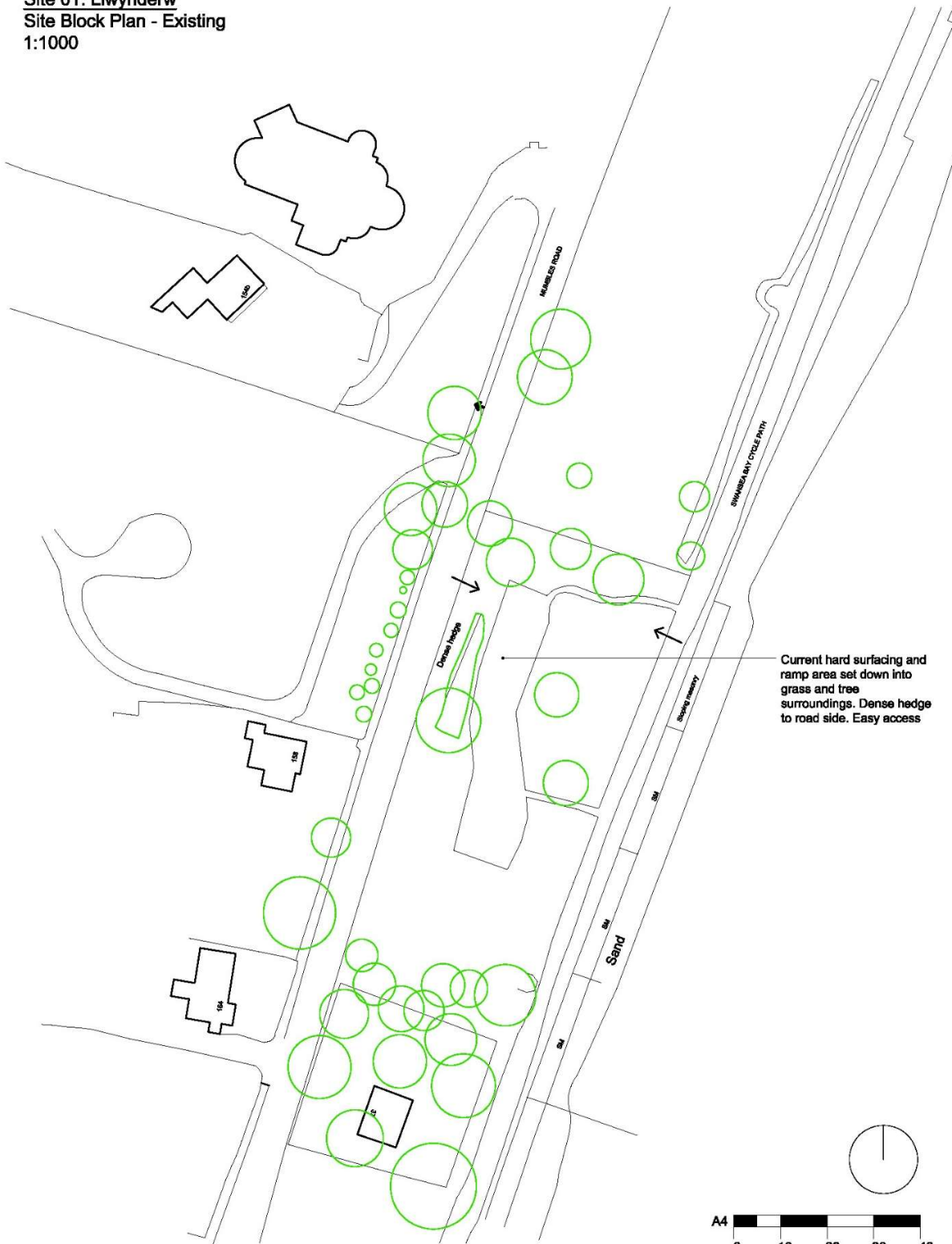


View 03

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Site 01: Llwynderw
Site Block Plan - Existing
1:1000



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Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Site 01: Llwynderw
Site Block Plan - Approved Footprint
1:1000



BLUE LINE
Indicates 750m²
approximate footprint for
approved skate park

Sitting approximately on
current hard surface and
ramp areas

2019/2345/FUL

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Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Assessment Criteria

- 1.1 Access
- 1.2 Environmental & Site Considerations
- 1.3 Design Suitability
- 1.4 Construction Considerations
- 1.5 Safety, Amenities & Visibility
- 1.6 Community & User Support
- 1.7 Planning Considerations

Assessment Criteria	Commentary
1.1 Access	
1. Is the location centrally located?	The position is located along the Swansea Bay promenade at approximately the half way point between Swansea to the North East, and The Mumbles to the South. The site lies just South of the Mayals Rd and Mumbles Rd Junction.
2. Is it easily accessible by <i>all</i> community users?	The site can be easily accessed from the Swansea Bay Cycle path to the East and by public footpath edging the west of the site. The flat topography would permit inclusive access to all users.
3. Is it on or near public transport routes?	The site is on a major bus route and within 400m of a bus stop with access to bus routes 2/2A/2B/2C/3A/37 serving Swansea and Newton/ Limeslade, Caswell Bay and Langland Bay
4. Is the location supported by easy access via foot, skateboard, scooter, bike, etc?	Due to the sites' close proximity with Swansea Bay Cycle path/promenade, the site can be accessed easily via an exclusive off-road pedestrian and cycle route that links The Mumbles with Swansea City Centre.
5. Is it near local shops and amenities?	The site lies just South of the Texaco Petrol Station providing shop facilities as well as food takeaway outlets at Blackpill Lido, within 2 minutes walking distance. Toilets are available at Blackpill Lido
1.2 Environmental & Site Considerations	
1. Are there any protected trees in or around the site location?	Full investigation of available data on the Council's website and enquiry with Council's Tree Officer didn't reveal the presence of any protected trees.
2. Are there any special land designations (SSSI etc) or protected wildlife habitat that will be affected by the (re) development?	SSSI east of site: Blackpill (Sea area, not Beach)
3. Is the site prone to flooding or sit within a flood risk area?	The site is within flood Zone A (considered to be at little or no risk of fluvial or tidal/coastal flooding). High Surface Flood Water and Small Watercourses Risk. (Northern half of site)

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Assessment Criteria	Commentary
	Low Risk of flooding from Rivers and Sea (Northern end of Site)
4. Is there contaminated land or sub soil?	Information not available without on site investigations
5. Are there drains or services runs across the site?	It is understood that there are 2 mains drains that run across the site in perpendicular lines. A large foul drain runs parallel with Mumbles Rd to the western edge of the site and existing skate surface. A stormwater drain runs parallel with this in a Northern direction then diverts to the Bay eastwards. The consent scheme construction has taken into account these underground features.
6. Is the site free-draining and conducive to construction?	It is understood from the submitted drainage report that the site comprises a loose, made ground substrata ranging from sand, gravels and sandy silt beach deposits over peat, therefore relatively free draining. Ground water is evident approximately 1.2-4m below ground level. It is considered that the current impermeable hard surfacing does not permit natural ground drainage. The consent scheme will utilize a new soak away to drain the bowl feature of the proposal. A SuDS scheme has been submitted which concluded the consent scheme will provide an enhancement of current above ground storm water drainage.
1.3 Design Suitability	
1. Does the proposed design layout fit comfortably on the site area?	The current consent scheme fits approximately over the existing hard surface area at around 748m ² . See above.
1.4 Construction Considerations	
1. Can the site be accessed for construction traffic and ongoing maintenance vehicles?	A gated-off service road permitting access to the Promenade is located to the North of the Texaco Petrol Station. Permits, structural appraisal and a comprehensive Construction Method Statement (CMS) with work timings would be required to ensure safety of public and structural integrity of Promenade.
2. Are there adequate areas for storage and parking during the construction process?	There are adequate areas for temporary site storage and compound facilities subject to approval.
3. Are there existing drains/services that will be impacted due to the construction, or that would require specific additional consideration when (re)developing?	There are 2 mains drains that run across the site in perpendicular lines. A large foul drain runs parallel with Mumbles Rd to the western edge of the site and existing skate surface – see 1.25 above.
4. Will special construction measures be needed for construction i.e topography, vicinity of trees, drains or any other physical features?	The consent scheme will not require any special construction measures due to the concrete raft construction type. The consent scheme will use the existing land form and hard surface of the current skate park.
5. Is the sub-grade/soil suitable for the proposed concrete construction?	Some special construction measures may need to be implemented; - Made ground and high water table will require a shallow, raft-type reinforced construction type with minimum excavations.

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Assessment Criteria	Commentary
1.5 Safety, Amenities & Visibility	
1. Will the park impact users of other recreational facilities nearby?	The location of proposal site is situated approximately 450m South from Blackpill Lido recreation area therefore it is considered would have no detrimental impact on users.
2. Will the park enhance existing recreational facilities?	A skatepark sited in this location would enhance and add to the existing recreational offer in this locality. Blackpill Lido and the immediate area serves as a hub for visitor enjoyment and recreation therefore it is considered a park sited here would be sustainable and beneficial.
3. Is the site easily visible from surrounding roads and pavements?	The site is reasonably visible from the surrounding road and promenade. Heavy tree cover from the North as well as a high hedge to the Western edge does prevent some views in. It is understood the consent scheme will employ a landscape scheme to enhance visibility and community safety.
4. Does the site suffer from existing anti-social behavior?	We are not aware of reports of anti-social behavior on this exact site location.
5. Is the proposed site a safe, community space for users?	The site edges a busy public highway. It is understood protective fencing measures will be put into place to protect users and public passing the site. Its location has a lot of passers-by and has adjacent private dwellings with good levels of natural surveillance into the site therefore giving users safety.
6. Are there paths, benches, water fountains, wcs?	The site is located approximately 450mm South of the Blackpill Lido via a cycle and pedestrian route. Blackpill Lido has facilities including benches and WCs.
7. Are there shopping opportunities nearby?	The site is located approximately 320m South of Texaco Petrol Station with Londis shop. There is a convenience store just North of the petrol station across a pedestrian crossing.
1.6 Community & User Support	
1. Would the local community be likely to support this site?	The consent site has gained both local community support as well as objections, as recorded in the planning application documentation.
2. Would the skate park users be likely to support this site?	Skate park users are in support of this site.
1.7 Planning Considerations	
1. Ownership	Land register: WA152265. Freehold. Land on the East side of Mumbles Road, West Cross SA3 5AW. The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea, SA1 3SN.

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Assessment Criteria	Commentary
2. Relevant planning history	A recent approval for a replacement skatepark was granted by Swansea Council in February 2019 -2019/2345/FUL Replacement skatepark
3. Are there any other planning considerations including Site Specific, Local or National planning policies that will effect the proposed development?	The site is designated by a site specific Policy: HC23 – Community Recreation Land. It is considered, given the existing use of the site and associated planning history that a robust case can be advanced to demonstrate there is no conflict with this policy.
4. Would the park displace an existing use?	The proposal would mirror the existing, established use.
5. Is a planning permission required?	Yes, planning permission is required for the proposal – as the proposal represents development by virtue of being an engineering operation.
6. Does the planning permission require further reports for the submission?	Yes, it is suggested that the proposal be accompanied by a phase 1 ecological report to consider the implications of the loss of any vegetation/ habitat.
7. Is the (re) development visible or near surrounding homes?	Yes, the site is to the east of properties which front onto the Mumbles Road. There is a separation distance of circa 70m between the site and the nearest property with intervening planting/ screening.
8. Will the proposed park have detrimental noise impact on local residents or other users?	It is possible that there will be a degree of noise emanating from the skate park. However, this will be against the backdrop of the existing back ground noise levels which include traffic/ road noise and users of the promenade. The existing skate park also has an impact in terms of noise creation and establishes a strong fall back position.
9. Will the proposed lighting have detrimental impact on local residents?	It is considered that given the separation distance to the nearest residential property and the presence of street lighting, any lighting included as part of the proposal would not have an impact on residential properties.

Site Option 01 - Llwynderw

West Cross Skate Park, Mumbles Road, Blackpill, West Cross, Swansea SA3 5AW

Summary and Conclusion

The West Cross Skate Park site is centrally located along Swansea Bay and is served by shops and facilities adjacent the existing activity hub of Blackpill Lido. The site provides a sustainable and suitable location for a wheeled sports park with car parking availability and smooth inclusive access.

Positive factors

Consent site

Uses existing Brownfield skatepark surfacing area and topography

Uses existing established activity hub to enhance Blackpill Lido offer

Visible site with good surveillance across the area

Ideal active travel access for all users with smooth paths and bus routes

Car parking availability

Shops, WCs etc

Negative factors

Noise impact on nearby residential homes

Requires new safety balustrade may change visual character

Safety concerns to users against busy road

The existing skatepark at Llwynderw currently forms a well-located hub for the Swansea skate community. The site has numerous positive factors making it a suitable location with potential to further enhance the Blackpill Lido activity area. Re-use of a Brownfield site is wholly appropriate and considered more sustainable than creating a new skatepark over existing greenspace. Through the due planning process, it has already been demonstrated that the site has gained a majority of support from both community and skatepark users.

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Site Location & General Description

The site sits on the eastern side the A4067 Mumbles Road and is bordered to the East by the Swansea Bay Cycle Path/Promenade.

This section of land south of the Texaco petrol station and the Blackpill Lido recreation area is largely comprised of open greenspace with groups of mature trees and individual specimen trees. The collection of existing buildings and uses forms a hub of leisure and recreation activities. The Southern end of the site is bordered by a private residential dwelling with apartments and other dwellings across Mumbles road to the east. There is existing boundary screening, in the form of mature hedging to the private dwelling, views to the apartments are relatively open with individual trees providing minimal screening.

The site provides gateway views across Swansea Bay from the junction position between Mayals and Mumbles roads, a very busy public highway junction. A commemorative bench is angled towards views over Swansea. The Southern section of the site signifies the boundary to Mumbles with a ‘Welcome to Mumbles’ sign.

The site is easily accessible with adjacent car parks and is within 400m of a bus stop. WC’s, shop and takeaway refreshment facilities lie just North adjacent the Blackpill Lido area.

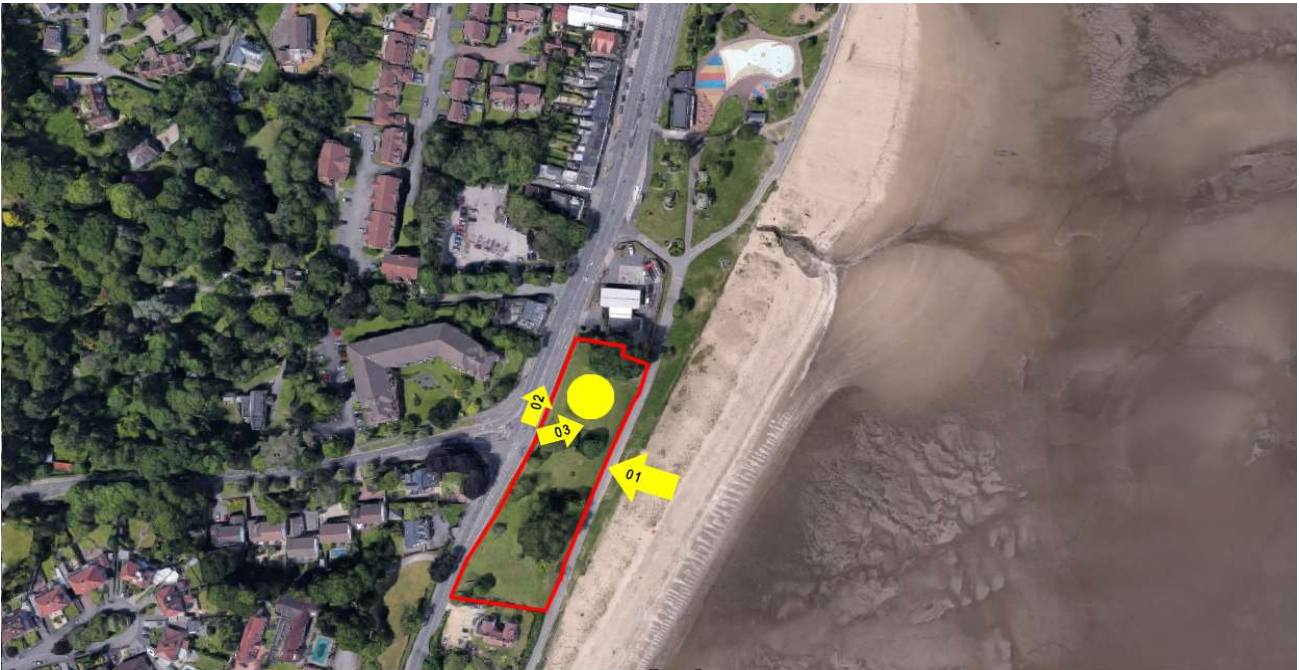
It is considered that the potential development site for location of a new skatepark would be in the North section of the site. The position would be away from the private dwelling to the South as well as providing a closer connection to the facilities at Blackpill.



Bird's eye view

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS



Aerial view showing general position for skatepark and key to photo views



View 01



View 02

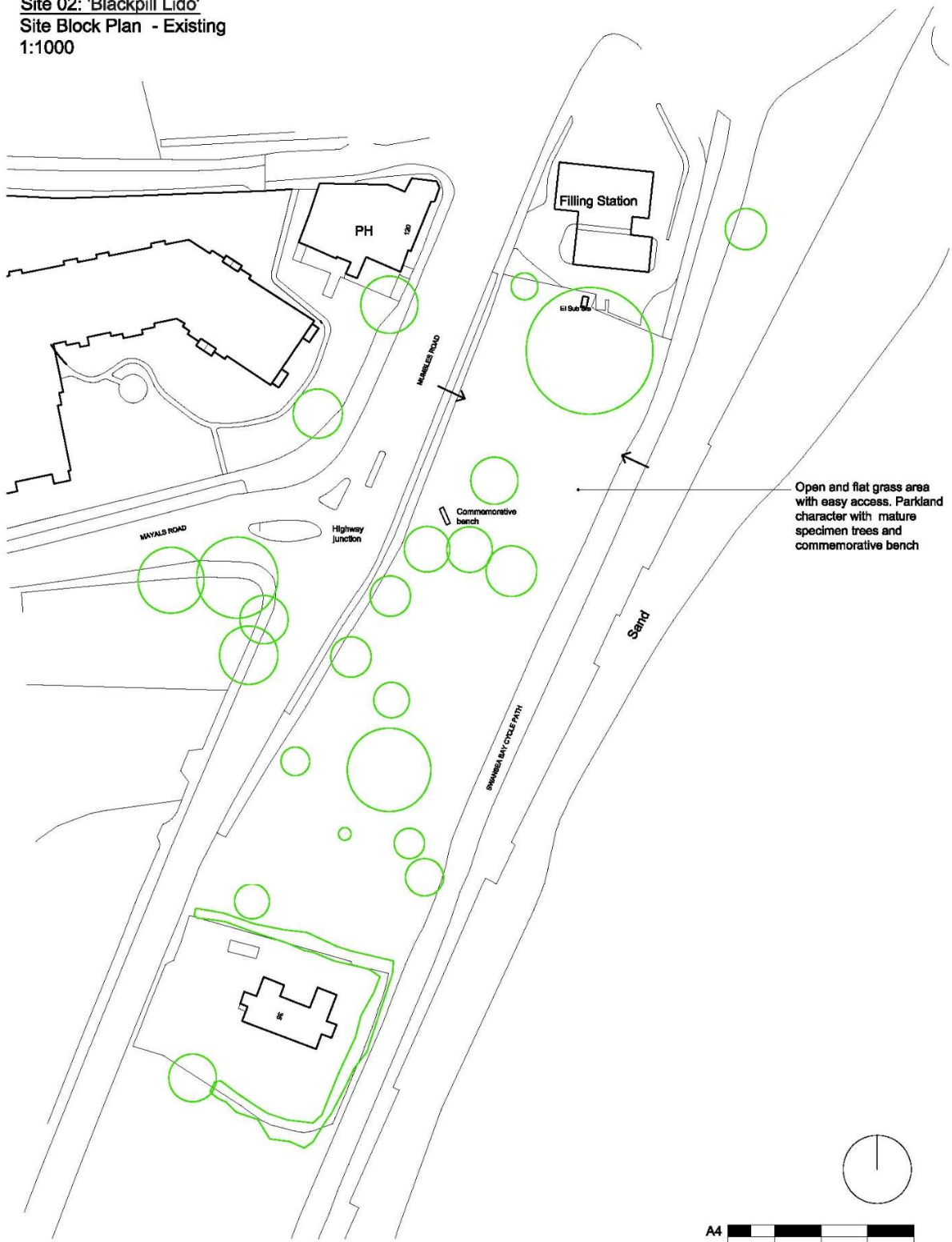


View 03

Site Option 02 – 'Blackpill Lido'

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Site 02: 'Blackpill Lido'
Site Block Plan - Existing
1:1000

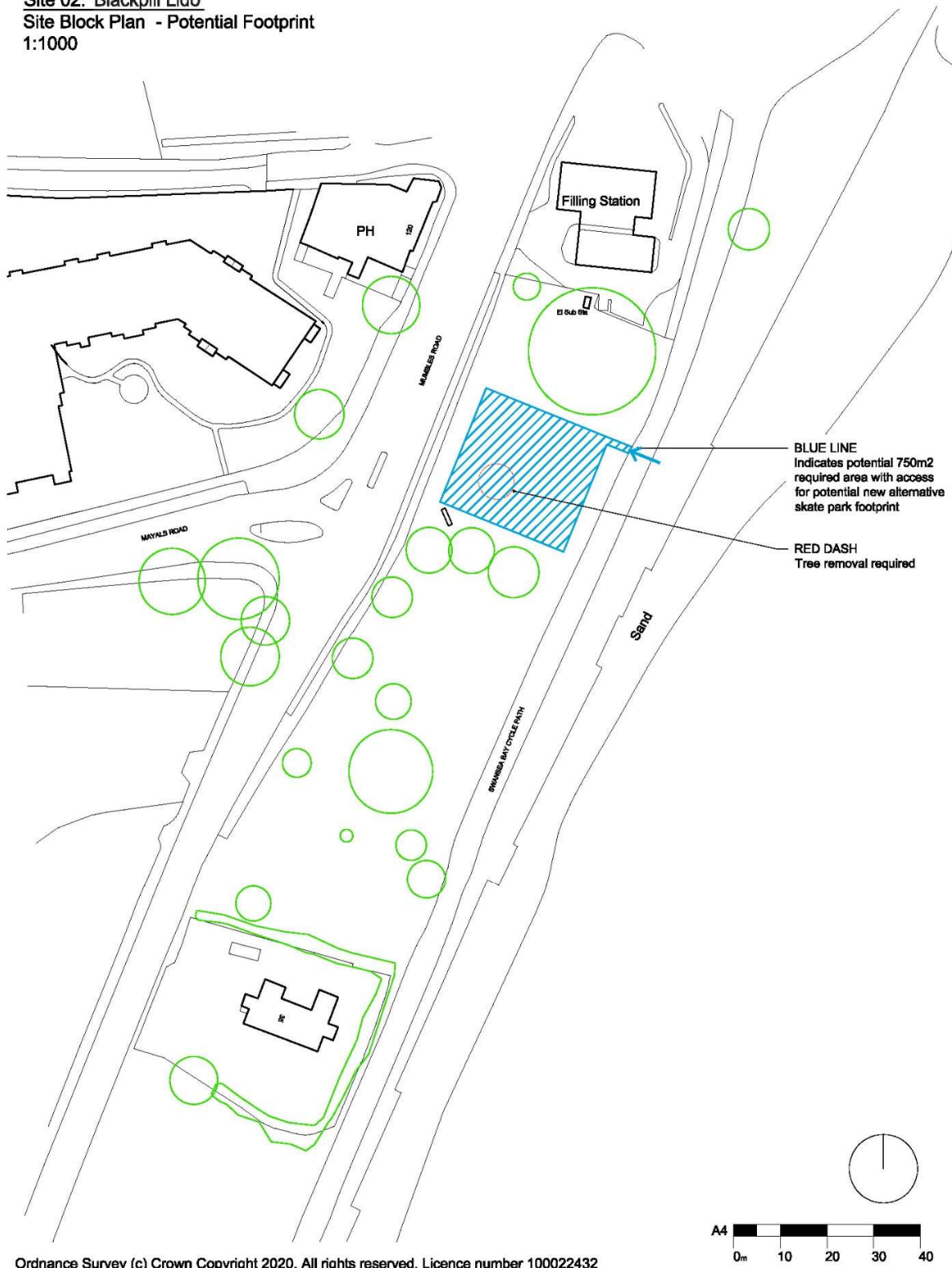


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Site Option 02 – 'Blackpill Lido'

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Site 02: 'Blackpill Lido'
Site Block Plan - Potential Footprint
1:1000



Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Assessment Criteria

- 2.1 Access
- 2.2 Environmental & Site Considerations
- 2.3 Design Suitability
- 2.4 Construction Considerations
- 2.5 Safety, Amenities & Visibility
- 2.6 Community & User Support
- 2.7 Planning Considerations

Assessment Criteria	Commentary
2.1 Access	
1. Is the location centrally located?	The position is located along the Swansea Bay promenade at approximately half way between Swansea to the North East, and The Mumbles to the South. The site lies adjacent to the Mayals Rd and Mumbles Rd Junction to the South of the Texaco petrol station. There are nearby car parks opposite the Woodman PH and at Derwen Fawr Road.
2. Is it easily accessible by <i>all</i> community users?	The site can be easily accessed from the Swansea Bay Cycle path to the East and by public footpath edging the west of the site. The flat topography would permit inclusive access to all users.
3. Is it on or near public transport routes?	The site is on a major public highway and bus route and within 400m of a bus stop with access to bus routes 2/2A/2B/2C/3A/37 serving Swansea and Newton/ Limeslade, Caswell Bay and Langland Bay
4. Is the location supported by easy access via foot, skateboard, scooter, bike, etc?	Due to the sites' close proximity with Swansea Bay Cycle path/promenade, the site can be accessed easily via an exclusive off-road pedestrian and cycle route that links The Mumbles with Swansea City Centre.
5. Is it near local shops and amenities?	The site lies directly South of the Texaco Petrol Station providing shop facilities as well as food takeaway outlets at Blackpill Lido, within a minute walking distance. Toilets are available at Blackpill Lido
2.2 Environmental & Site Considerations	
1. Are there any protected trees in or around the site location?	Full investigation of available data on the Council's website and enquiry with Council's Tree Officer didn't reveal the presence of any protected trees.
2. Are there any special land designations (SSSI etc) or protected wildlife habitat that will be affected by the (re) development?	SSSI east of site: Blackpill (Sea area, not Beach)
3. Is the site prone to flooding or sit within a flood risk area?	The site is within Flood Zone A (Considered to be at little or no risk of fluvial or tidal/coastal flooding)

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Assessment Criteria	Commentary
	Low Surface Flood Water and Small Watercourses Risk. (mainly along eastern boundary)
4. Is there contaminated land or sub soil?	Information not available without on site investigations
5. Are there drains or services runs across the site?	It is understood from the consent site at West Cross just southward, that a large mains sewer runs parallel to the road on the Western edge of the site. We have not been made aware of any other drainage across the site and if the scheme was to move forward, the appropriate surveys would need to be undertaken.
6. Is the site free-draining and conducive to construction?	Having regard for the sub soils and drainage report for the adjacent West Cross approved scheme, as well as an assumption that the prevalence of subsoil conditions would similarly be of made-up sands, gravel, silt and peat, it is considered the site would be relatively free- draining and conducive to skatepark construction..
2.3 Design Suitability	
1. Does the proposed design layout fit comfortably on the site area?	It is considered that the ideal location on the chosen site would be to the North due to proximity to facilities and mitigation of impact to residential dwelling to the South. Taking the approximate required footprint area from the Llywnderw consent scheme, approximately 748m ² , a total redesign would need to be undertaken to design a footprint that fits and is informed by site shape. See above. To facilitate the required footprint, an ornamental cheery tree will need to be removed.
2.4 Construction Considerations	
1. Can the site be accessed for construction traffic and ongoing maintenance vehicles?	A gated-off service road permitting access to the Promenade is located to the North of the Texaco Petrol Station. It maybe possible to gain construction access through the Texaco forecourt. Permits, structural appraisal and a comprehensive Construction Method Statement (CMS) with work timings would be required to ensure safety of public and structural integrity of Promenade.
2. Are there adequate areas for storage and parking during the construction process?	There are adequate areas for temporary site storage and compound facilities subject to approval. Third party land may be available within the Texaco forecourt area.
3. Are there existing drains/services that will be impacted due to the construction, or that would require specific additional consideration when (re)developing?	It is understood from the consent site at West Cross just southward, that a large mains sewer runs parallel to the road on the Western edge of the site. We have not been made aware of any other drainage across the site and if the scheme was to move forward, the appropriate surveys would need to be undertaken.
4. Will special construction measures be needed for construction i.e topography, vicinity of trees, drains or any other physical features?	A new skatepark design would not require any special construction measures due to the concrete raft construction type. It is understood that it would use the existing flat land form and build-in ramped features over the top of the concrete apron.

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Assessment Criteria	Commentary
5. Is the sub-grade/soil suitable for the proposed concrete construction?	Some special construction measures may need to be implemented; - Made ground and high water table will require a shallow, raft-type reinforced construction type with minimum excavations.
2.5 Safety, Amenities & Visibility	
1. Will the park impact users of other recreational facilities nearby?	The location of proposal site is situated approximately 150m South of Blackpill Lido recreation activity area therefore it is considered would have no detrimental impact on users. With the site being open grassland it maybe used for informal recreation – the development of the site would take away this opportunity. There is a bench situated on the site, if persons use the area to relax/ take advantage of the wider views the proposed use would conflict with this.
2. Will the park enhance existing recreational facilities?	A skatepark sited in this location would enhance and add to the existing recreational offer in this locality. Blackpill Lido and the immediate area serves as a hub for visitor enjoyment and recreation therefore it is considered a park sited here would be sustainable and beneficial. As identified in (1) there is potential conflict with informal recreational use of the green space.
3. Is the site easily visible from surrounding roads and pavements?	The chosen part of the site is highly visible with permeability from the road and promenade. Visibility is enhanced with cars being stationary at the junction and pedestrians waiting to cross the road. It is a very flat site with no topographic features or hedging/trees preventing views through.
4. Does the site suffer from existing anti-social behaviour?	We are not aware of reports of anti-social behavior on this exact site location, however there are records of reports of anti-social behaviour and other crime within the car park area opposite the Woodman PH.
5. Is the proposed site a safe, community space for users?	The site edges a busy public highway. It is understood protective fencing measures will be put into place to protect users and public passing the site. Its location has a lot of passers-by and has adjacent private dwellings with good levels of natural surveillance into the site therefore giving users safety.
6. Are there paths, benches, water fountains, wcs?	The site is located approximately 150mm South of the Blackpill Lido via a cycle and pedestrian route. Blackpill Lido has facilities including benches and WCs.
7. Are there shopping opportunities nearby?	The site neighbours the Texaco Petrol Station with Londis shop. There is a convenience store just North of the petrol station across a pedestrian crossing.
2.6 Community & User Support	
1. Would the local community be likely to support this site?	Given reaction to the consent site to the South, it is considered that opinion will be mixed. There are considerable similarities to the consent site, however this site is located closer to WC facilities and car parks as well as being located nearer to an established hub of noise and activity, requirements which the local community felt important. Contrary to this however, loss of open greenspace, impacted views across Swansea from

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Assessment Criteria	Commentary
	this important gateway junction, as well as safety considerations for users of the park due to the busy road junction nearby would also factor in community response. Given the above factors, on balance, it would be considered that the community support would be varied if a new application is submitted.
2. Would the skate park users be likely to support this site?	Given reaction to the consent site to the South, it is considered that skatepark users would not be in full support of a skatepark in this new location. Factors contributing to this would be that a 'home' for the skatepark users is already established on the adjacent southern consent site at West Cross. The planning process to date has resulted in the users being frustrated that construction has not already started.
2.7 Planning Considerations	
1. Ownership	Land register: WA152265. Freehold. Land on the East side of Mumbles Road, West Cross SA3 5AS. The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea, SA1 3SN
2. Relevant planning history	No relevant planning history for the site
3. Are there any other planning considerations including Site Specific, Local or National planning policies that will effect the proposed development?	There are no site specific policies which apply to the site. National policy supports outdoor recreational activity. In terms of the loss of informal open green space it could be possible to demonstrate that there would be no net loss if the existing skate park is returned to green space.
4. Would the park displace an existing use?	The proposal would not displace any formal use, as identified above the proposal could compromise the opportunity for informal recreation on and around the site. This could be addressed by demonstrating no net loss if the existing skate park is returned to open space.
5. Is a planning permission required?	Yes, planning permission is required for the proposal – as the proposal represents development by virtue of being an engineering operation.
6. Does the planning permission require further reports for the submission?	Yes, it is suggested that the proposal be accompanied by a phase 1 ecological report to consider the implications of the loss of any vegetation/ habitat.
7. Is the (re) development visible or near surrounding homes?	Yes, the site is visible from a number of the apartments to the east of the site – including from external balconies. There is minimal screening on the site and although 'loss of a private view' is not a material planning consideration the proposal would disrupt established views from the apartments to Swansea Bay.
8. Will the proposed park have detrimental noise impact on local residents or other users?	It is possible that there will be a degree of noise emanating from the skate park. However, this will be against the backdrop of the existing back ground noise levels which include traffic/ road noise, including cars idling at the junction and users of the promenade. A degree of noise is also associated with the Petrol Filling Station and recreational activities taking place at Blackpill Lido

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Assessment Criteria	Commentary
9. Will the proposed lighting have detrimental impact on local residents?	The presence of existing street lighting would mitigate any impact on residential properties from proposed lighting within the skate park.

Site Option 02 – ‘Blackpill Lido’

Land South of Texaco Petrol Station & Blackpill Lido, Mumbles Road, Mayals, Swansea SA3 5AS

Summary and Conclusion

The Blackpill Lido site is centrally located along Swansea Bay and is served by shops and facilities adjacent the existing activity hub of Blackpill Lido. The site provides a sustainable and suitable location for a wheeled sports park with car parking availability and smooth inclusive access. Conflict with displacing opportunities for informal recreation can be addressed by returning the existing skate park to open grass, thereby representing a net loss in opportunities for informal play.

Positive factors

Uses existing established activity hub to enhance Blackpill Lido offer

Visible site with good surveillance across the area

Ideal active travel access for all users with smooth paths and bus routes

Car parking availability

Shops, WCs etc

Flat site minimizes excavations

Negative factors

Noise impact on nearby residential homes

Loss of existing greenspace and tree

Impact/change to views over Swansea Bay

Requires new safety balustrade may change visual character

Safety concerns to users against busy road junction

Although the site has numerous positive factors making it a good contender for the most appropriate location, it is considered that being so near the consent site and so similar in comparative characteristics, that to proceed with a new application would expend needless cost and time to ultimately provide the same offer.

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Site Location & General Description

Underhill Park is a significant area (6.97Ha) of public open greenspace located due West of The Mumbles town centre approximately 800mm from Oystermouth Square and the seafront.

The park is very popular with the local community and provides formal and informal recreation for a host of different activities including rugby, football, dog walking and children's play areas. It serves the areas of Mumbles, Caswell, Langland and West Cross and is well connected with roads.

The space, which sits low into a natural valley basin, is surrounded by residential streets to the North, South and East and is bordered with mature trees to the West. A Conservation Area borders the western end. There is a Listed building to the North West corner set higher on the bank of Newton road. The general character of the area is residential, quiet, treelined and sylvan to the Newton Road edge especially. The site is designated as a 'Quiet Area' in the Swansea Local Development Plan.

The chosen new skatepark location within Underhill Park is located to the North, Newton Road edge sitting centrally in the park. The location will sit just above a young children's' play area and can be accessed from the South footpath network. To the North and West edges of the proposed location there is a mixed deciduous indigenous hedge. To the West edge a stand of young trees border the boundary to an access road.



Bird's eye view

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL



Aerial view showing general position for skatepark and key to photo views



View 01



View 02



View 03

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL



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Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL



Site 03: Underhill Park
Site Block Plan - Potential Footprint
1:1000

BLUE LINE
Indicates potential
750m2 required
area with access
for potential new
alternative skate
park

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Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Assessment Criteria

- 3.1 Access
- 3.2 Environmental & Site Considerations
- 3.3 Design Suitability
- 3.4 Construction Considerations
- 3.5 Safety, Amenities & Visibility
- 3.6 Community & User Support
- 3.7 Planning Considerations

Assessment Criteria	Commentary
3.1 Access	
1. Is the location centrally located?	The position is located within Underhill Park approximately 800m from Mumbles town centre and facilities, highway and bus links as well as a car park to the South of the site.
2. Is it easily accessible by <i>all</i> community users?	The site can be easily accessed from all directions by all users with some steps at gate 1 Langland Corner
3. Is it on or near public transport routes?	The site is on a major public highway and bus route and within 400m of a bus stop providing links to Swansea and Newton/ Limeslade. Caswell Bay and Langland Bay
4. Is the location supported by easy access via foot, skateboard, scooter, bike, etc?	The site location does support access by these users however, the route to the park from the town centre will involve crossing around 4 roads along with obstructions in the form of kerb and mixture of uneven surface finishes.
5. Is it near local shops and amenities?	The site is located near shops and amenities 800m distance East in The Mumbles.
3.2 Environmental & Site Considerations	
1. Are there any protected trees in or around the site location?	Full investigation of available data on the Council's website and enquiry with Council's Tree Officer didn't reveal the presence of any protected trees.
2. Are there any special land designations (SSSI etc) or protected wildlife habitat that will be affected by the (re) development?	This site is not subject to designations which could be a constraint to the development
3. Is the site prone to flooding or sit within a flood risk area?	Flood Zone B (Areas Known to have flooded in the past evidenced by sedimentary deposits) Medium to High Surface Flood Water and Small Watercourses Risk.
4. Is there contaminated land or sub soil?	Information not available without on site investigations

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Assessment Criteria	Commentary
5. Are there drains or services runs across the site?	It is understood that a surface water drain cuts across the site heading East into a soakaway manhole. The drain was installed as part of a flooding and standing water alleviation scheme several years ago. The drain position could hinder/effect the new skatepark area as proposed. An as-built cctv drain and services survey should be carried out prior to progressing a scheme.
6. Is the site free-draining and conducive to construction?	Due to the nature of Underhill Park's position, sitting within a natural valley bowl, it collects localised and upstream surface water run off from surrounding roads and the woodland to the West. It is designated a surface water floodplain and to attenuate surface water catchment. The surface of the park consists of approximately 250mm compacted top soil sitting on 2-2.5m of heavy clay. It is documented that standing surface water sat over the impermeable clay substrata has caused historic flooding of the pitches despite alleviation schemes. The site therefore presents itself as not wholly conducive to construction
3.3 Design Suitability	
1. Does the proposed design layout fit comfortably on the site area?	It is considered that the ideal location on the chosen site would be to the North centre of the park due to avoiding space/layout conflicts with other organised sporting activities on the site. Taking the approximate required footprint area from the Llwynderw consent scheme, approximately 748m ² , a total redesign would need to be undertaken to design a footprint that fits and is informed by site shape. See above.
3.4 Construction Considerations	
1. Can the site be accessed for construction traffic and ongoing maintenance vehicles?	A narrow access road running North-South runs adjacent the Western edge of the proposed site therefore it is deemed access could be achieved. Permits, structural appraisal and a comprehensive Construction Method Statement (CMS) with work timings would be required to ensure safety of public and structural integrity of the access road.
2. Are there adequate areas for storage and parking during the construction process?	There are adequate areas for temporary site storage and compound facilities subject to approval.
3. Are there existing drains/services that will be impacted due to the construction, or that would require specific additional consideration when (re)developing?	A surface water drain cuts across the site heading East into a soakaway manhole. The drain position could hinder/effect the new skatepark area as proposed. An as-built cctv drain and services survey should be carried out prior to progressing a scheme.
4. Will special construction measures be needed to construction i.e topography, vicinity of trees, drains or any other physical features?	The new construction would need be designed to bridge over an existing drain run. It is understood that the new skatepark design would not require any special construction measures due to the concrete raft construction type.
5. Is the sub-grade/soil suitable for the proposed concrete construction?	Potential flooding/surface water drainage as well as clay substrate lying shallow under the topsoil could pose problems. The new surface would have to be drained to a soakaway potentially compounding existing surface water drainage issues on the site.

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Assessment Criteria	Commentary
3.5 Safety, Amenities & Visibility	
1. Will the park impact users of other recreational facilities nearby?	The proposal will impact on others users. The proposed location has been sited to mitigate any conflicts with other sports users, however the skatepark could impact on the neighbouring children's play area. This area is designed for young children. There is a question whether the 2 different uses can reasonably coexist given the contrast of the 2 uses and their users. The proposed footprint will also cause loss of greenspace currently used for sports training.
2. Will the park enhance existing recreational facilities?	A skatepark sited in this location would enhance and add to the existing recreational offer in this locality. Underhill Park serves as a hub for visitor enjoyment and recreation therefore it is considered a park sited here would be an enhancement to the current offer.
3. Is the site easily visible from surrounding roads and pavements?	The chosen part of the site is visible from the surrounding roads and pavements as well as from neighbouring residential buildings sitting higher above the site. It is a very flat site with no topographic features. Hedging and trees to the North and West edges of the proposed site could reduce some visibility at certain viewing angles.
4. Does the site suffer from existing anti-social behavior?	There have been documented reported incidents of anti-social behavior and joyriding over the park pitches. The existing changing room building has been vandalized.
5. Is the proposed site a safe, community space for users?	The site sits within a popular community public park and is safe for all users.
6. Are there paths, benches, water fountains, wcs?	The park has a network of paths and several benches. The nearest public toilets are situated 800m to the East at Oystermouth Square. We are not aware of any water fountains located with the park.
7. Are there shopping opportunities nearby?	The site is located near shops and amenities 800m East in The Mumbles.
3.6 Community & User Support	
1. Would the local community be likely to support this site?	Concerning remarks related to the new café and all weather pitches 2019/1442/FUL, it is considered that the local community may not be in full support for this site for some of the following reasons; Noise impact on nearby residential homes Potential Anti social behaviour issues Loss of greenspace Loss of sports training area Potential use conflict with nearby children's play area Compounding current flooding issue No facilities for users

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Assessment Criteria	Commentary
2. Would the skate park users be likely to support this site?	Given reaction to the consent site at West Cross, it is considered that skatepark users would not in full support of a skatepark in this new location. Factors contributing to this would be that a 'home' for the skatepark users is already established on the consent site at West Cross. The planning process to date has resulted in the users being frustrated that construction has not already started. The proposed site is not as closely located near facilities or shops, further, access to the site via a wheeled mode of transport would be less easy than the consent site due to multiple road crossings.
3.7 Planning Considerations	
1. Ownership	Land register: CYM466071. Freehold. Underhill Park, Newton Road, Mumbles, Swansea, SA3 4SL.
2. Relevant planning history	<p>Planning application (2007/0409) for the 'construction of multi use games area with 3 metre high fencing and installation of 4 no. 6.7metre high floodlights' was withdrawn in January 2013.</p> <p>Planning permission (2019/1442/FUL) for the 'redevelopment of external playing areas adjacent to existing changing rooms to form new all weather pitch with associated floodlighting and 4m high perimeter fencing and repositioning of other outlined playing areas to utilize former redundant areas. Refurbishment of existing changing rooms and construction of an extension to provide a café / community room, new shower / changing rooms, first aid room, plant room and secure storage areas. New Electric transformer station and secure vehicle access and compound and associated security fencing' was granted in November 2015.</p> <p>Please note: details of these application were not available on the Council's website.</p>
3. Are there any other planning considerations including Site Specific, Local or National planning policies that will effect the proposed development?	There are no site specific designations which would preclude the development from coming forward on the site. There will need to be a balance between the loss of informal recreation/ place space and the formal provision of the skate park, in addition to the potential conflict with the established children's play area.
4. Would the park displace an existing use?	<p>The proposal would not displace any formal use, as identified above the proposal could compromise the opportunity for informal recreation on and around the site and there is possible conflict with the established children's play area.</p> <p>There doesn't appear to be an opportunity (unlike site 2) to mitigate the loss.</p>
5. Is a planning permission required?	Yes, planning permission is required for the proposal – as the proposal represents development by virtue of being an engineering operation.

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Assessment Criteria	Commentary
6. Does the planning permission require further reports for the submission?	Yes, it is suggested that the proposal be accompanied by a phase 1 ecological report to consider the implications of the loss of any vegetation/ habitat.
7. Is the (re) development visible or near surrounding homes?	Yes, the site is visible from those properties on Newton Road which overlook the park and potentially from Langland Road properties.
8. Will the proposed park have detrimental noise impact on local residents or other users?	The proposal will introduce a noise source into an otherwise generally quiet area. Background noise levels are generally low and it is likely that residents will be aware of skaters using the park.
9. Will the proposed lighting have detrimental impact on local residents?	Newton Road benefits from street lighting but across the wider park lighting isn't a feature. The addition of lighting for the skate park is likely to appear as an anomaly with Underhill Park.

Site Option 03 – Underhill Park

Land at Underhill Park, Newton Road, Mumbles, SA3 4SL

Summary and Conclusion

Underhill Park is an established area for sporting and recreational activity for all community users and lies in a quiet and leafy residential area set around 800m West of The Mumbles town centre. It is relatively sustainable in terms of accessibility for active travel from the town centre however several roads and junctions need to be crossed on the journey. There is a car park and nearby street parking. A planning consent has recently been granted for a café and new all-weather pitches. Historically the site has had reports of anti-social behavior incidents. Sitting centrally to the Northern edge, the proposal site would seek to use an existing area of greenspace, currently a sports team training area, adjacent a children's play area and nearby residential dwellings. There is the risk of the skate park, given the history of antisocial behavior, being a focus for noise and disturbance and potentially conflicting with the adjacent children's play area. The skate park would also reduce the amount of open space available for informal recreation within the park.

Positive factors

Uses existing established activity hub to enhance Underhill Park/Mumbles offer
Safe site with good surveillance

Negative factors

Noise impact on nearby residential homes and quiet residential area
Potential for new and ongoing anti-social behaviour issues
Loss of existing greenspace and sports training area
Potential use conflict with nearby young children's play area
New concrete constructions may compound current flooding issues
Build-over soakaway drain
Revised skate park design from consent scheme
No nearby shops, wcs or facilities for users
Active travel and wheeled access to the site not ideal due uneven paths and several road and junction crossings

Due to the potential negative factors associated with construction of a concrete skatepark in this quiet, residential area it is considered it would not be appropriate in this setting. With not ideal access, concerns over it's relationship with the children's play park and being located slightly away from shops and facilities, this site would be least favorable out of all 3 sites.

Appraisals Summary & Recommendation

Appraisals Summary

Site Option 01 - Llywnderw, West Cross Skate Park

The existing skatepark at Llywnderw currently forms a well-located hub for the Swansea skate community. The site has numerous positive factors making it a suitable location with potential to further enhance the Blackpill Lido activity area. Re-use of a Brownfield site and existing facility is wholly appropriate and considered more sustainable than creating a new skatepark over existing greenspace. Through the planning process, it has already been demonstrated that the site has gained a majority of support from both community and skatepark users.

Ranks No. 1 out of 3

Site Option 02 - Land to the South of Blackpill Lido

Although the site has numerous positive factors making it a good contender for the most appropriate location, it is considered that being so near the consent site and so similar in comparative characteristics, that to proceed with a new application would expend needless cost and time to ultimately provide the same offer. The development of this site would result in the loss of open green space which would not occur with site 1.

Ranks No. 2 out of 3

Site Option 03 - Land at Underhill Park

Due to the potential negative factors associated with construction of a concrete skatepark in this quiet location in relatively close proximity to residential properties with limited screening it is considered it would not be appropriate in this setting. With constrained access, concerns over it's relationship with the children's play park and being located slightly away from shops and facilities, this site would be least favorable out of all 3 sites.

Ranks No. 3 out of 3

Recommendation

Having regard to the above appraisal report and findings and in consideration of the balance of positive and negative factors the proposals may have for each particular site, we conclude that Site Option 01 – Llywnderw, would be the most favourable site out of all 3 appraisal sites.

DMW Architects & CL Planning

October 2020

Please note, the above report and findings represent the reasonable and objective views of DMW Ltd and Chapman Lily Planning Ltd only and has been produced on behalf of our client, Mumbles Community Council. Consultation with statutory undertakers, planning departments, the local community, and others, together with on site investigations and legal searches may identify further issues for consideration that may need to be addressed should a planning application be put forward.



Valuation Office
Agency

DVS Property Specialists
for the Public Sector

Valuation Report for
Land at Swansea Skate
Park
Mumbles Road
Swansea



Report for:
Lewis Hinds
Swansea City Council

Prepared by:
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Senior Surveyor
RICS Registered Valuer
DVS

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Case Number: 1755807

Date: 06 January 2021

Contents

Executive Summary.....	1
1. Introduction.....	2
2. Valuation Parameters	2
3. Property Information	5
4. Valuation.....	6
5. General Information.....	9
6. Appendices.....	11
6.1 Photographs.....	11
6.2 Plans	12

Executive Summary

1.1 Description

A 2.5 acre predominantly grassed site a portion of which contains a skate park.

1.2 Location

The subject site is located between Mumbles Road and Mumbles Promenade

1.3 Tenure

Freehold with vacant possession

1.4 Valuation Date

06 January 2021

1.5 Special Assumptions

There are no special assumptions.

1.6 Market Value

The opinion of **Market Value** of the freehold interest with vacant possession as at **06 January 2021** is **£87,500** (Eighty Seven Thousand Five Hundred Pounds)

1. Introduction

I refer to your instructions dated 10 December 2020 and my Terms of Engagement dated 10 December 2020.

I have inspected and valued the property and I am pleased to report to you as follows.

2. Valuation Parameters

2.1 Identification of Client

Swansea City Council

2.2 Purpose of Valuation

It is understood that you require a market valuation of the subject site for potential disposal purposes.

2.3 Subject of the Valuation

Land at Swansea Skate Park, Mumbles Road, Swansea

2.4 Date of Valuation

The date of valuation is 06 January 2020.

Please note that values change over time and that a valuation given on a particular date may not be valid on an earlier or later date.

2.5 Confirmation of Standards

The valuation has been prepared in accordance with the professional standards of the Royal Institution of Chartered Surveyors: RICS Valuation – Global Standards and RICS UK National Supplement, commonly known together as the Red Book.

Compliance with the RICS professional standards and valuation practice statements gives assurance also of compliance with the International Valuations Standards (IVS).

Measurements stated are in accordance with the RICS Professional Statement '**RICS Property Measurement' (2nd Edition)**, and where relevant, the **RICS Code of Measuring Practice (6th Edition)**.

2.6 Agreed Departures from the RICS Professional Standards

There are no departures beyond those restrictions on the extent of investigations and survey, and the assumptions, stated below.

2.7 Basis of Value

The basis of value adopted is Market Value which is defined at VPS 4, para 4 as:

'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

2.8 Special Assumptions

There are no special assumptions.

2.9 Nature and Source of Information Relied Upon

In addition to relying upon VOA held records and information. I have assumed that all information provided by, or on behalf of you, in connection with this instruction is correct without further verification – for example, details of tenure, tenancies, planning consents, etc.

My advice is dependent upon the accuracy of this information and should it prove to be incorrect or inadequate, the accuracy of my valuation may be affected.

- Location plan
- Red line plan
- Background in relation to valuation request
- Planning and policy information relating to the subject site.

2.10 Date of Inspection

10 December 2020

2.11 Extent of Investigations, Survey Restrictions and Assumptions

An assumption in this context is a limitation on the extent of the investigations or enquiries undertaken by the valuer. The following agreed assumptions have been applied in respect of your instruction, reflecting restrictions to the extent of our investigations.

- Such inspection of the property and investigations as the Valuer considered professionally adequate and possible in the particular circumstance was undertaken. This comprised undertaking an external inspection of the property.
- No detailed site survey, building survey or inspection of covered, unexposed or inaccessible parts of the property was undertaken. The Valuer has had regard to the apparent state of repair and condition, and assumed that inspection of those parts not inspected would neither reveal defects nor cause material alteration to the valuation, unless aware of indication to the contrary. The building services have not been tested and it is assumed that they are in working order and free from defect. No responsibility can therefore be accepted

for identification or notification of property or services' defects that would only be apparent following such a detailed survey, testing or inspection.

- It has been assumed that good title can be shown and that the property is not subject to any unusual or onerous restrictions, encumbrances or outgoings.
- It has been assumed that the property and its value are unaffected by any statutory notice or proposal or by any matters that would be revealed by a local search and replies to the usual enquiries, and that neither the construction of the property nor its condition, use or intended use was, is or will be unlawful or in breach of any covenant.
- Valuations include that plant that is usually considered to be an integral part of the building or structure and essential for its effective use (for example building services installations), but exclude all machinery and business assets that comprise process plant, machinery and equipment unless otherwise stated and required.
- It has been assumed that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated. However where an inspection was made and obvious signs of such materials or techniques were observed, this will be drawn to your attention and captured in this report.
- No access audit has been undertaken to ascertain compliance with the Equality Act 2010 and it has been assumed that the premises are compliant unless stated otherwise in this report.
- No environmental assessment of the property (including its site) and neighbouring properties has been provided to or by the VOA, nor is the VOA instructed to arrange consultants to investigate any matters with regard to flooding, contamination or the presence of radon gas or other hazardous substances. No search of contaminated land registers has been made.

However, where an inspection was made and obvious signs of contamination or other adverse environmental impact were visible this will have been advised to you, further instructions requested and the observations captured in the report. Where such signs were not evident during any inspection made, it has been assumed that the property (including its site) and neighbouring properties are not contaminated and are free of radon gas, hazardous substances and other adverse environmental impacts. Where a risk of flooding is identified during any inspection made, or from knowledge of the locality, this will be reported to you. The absence of any such indication should not be taken as implying a guarantee that flooding can never occur.

- No allowances have been made for any rights obligations or liabilities arising from the Defective Premises Act 1972.

3. Property Information

3.1 Situation

The subject site is located between Mumbles Road and Mumbles Promenade within a predominantly residential location. The Black Pill Lido is situated within close proximity to the subject site and both the lido and the promenade attract both tourists and locals all year round.

The site is situated some 1 mile from the village of Mumbles a sought after location within the city of Swansea. The Gower Peninsula is accessed within a short drive and the Mumbles Road is attached to the main thoroughfare through the city providing access to the M4 and beyond in both an Easterly and Westerly direction.

3.2 Description

The subject site comprises approximately 2.5 acres of predominantly grassed land. The site has road frontage along Mumbles Road with the western boundary sitting alongside the Mumbles promenade. The site slopes inward forming shallow basin in the centre of the site which is partially tarmacked and houses a half pipe allowing for skate boarding and other similar leisure activities.

There are a number of trees across the site, although I am informed that none have Tree Preservation Orders. There are some flooding issues on the site which are noted at 3.11 below.

3.3 Tenure

Freehold with vacant possession.

3.4 Easements and Restrictions

It is noted that an easement for utility purposes is located along the southern boundary of the subject site. The easement runs between both Mumbles Road and Mumbles Promenade.

3.5 Site Area

2.5 acres (1.011 hectares)

3.6 Services

Due to the proximity of the subject site to both commercial and residential properties it is assumed that all services are available within the vicinity of the subject site.

3.7 Access and Highways

The subject site currently has an established pedestrian access via Mumbles Promenade which provides both a walking and cycling lane. While there is no established access from Mumbles Road the subject site can be accessed from this direction on foot.

Both Mumbles Road and the Promenade are assumed to be maintained at public expense.

3.8 Planning

I have made formal enquiries of the Planning Authority as to the planning status and potential of the property. These have revealed that a planning application reference 2019/2345/FUL relating to a replacement Skate Park was granted on 13 February 2020.

A number of additional policies referenced within the Local Development Plan were noted within the decision notice. These policies predominantly referred to the retention of designated green spaces and community facilities.

3.9 Equality Act 2010

Whilst I have had regard to the provisions of the Equality Act 2010 in making this report, I have not undertaken an access audit nor been provided with such a report. It is recommended that you commission an access audit to be undertaken by an appropriate specialist in order to determine the likely extent and cost of any alterations that might be required to be made to the premises or to your working practices in relation to the premises in order to comply with the Act.

3.10 Mineral Stability

The property is not in an underground mining area and a Mining Subsidence Report has not been obtained.

3.11 Environmental Factors Observed or Identified

The Natural Resources Wales Development Advice Map notes that the subject site is situated within flood Zone A meaning that it is at little to no risk of flooding from rivers or seas. However there are large portions of the northern portion of the site which are at a high risk of flooding from surface water with the southern section of the site at medium to low risk of surface water flooding.

4. Valuation

4.1 Valuation Methodology / Approach and Reasoning

In arriving at my opinion of value, I have used the comparable method of valuation. The valuation of any property is always best completed through the comparable method of valuation. This is because identifying identical or even very similar comparable sales evidence provides a good indication as to true market value.

As referenced above the subject site has road frontage onto Mumbles Road and has a frontage alongside Mumbles Promenade. There are residential dwellings along both Northern and Southern boundaries. Further to my discussions with your Authority it is understood that residential development would not be acceptable on the subject site. This opinion is further supported by the policies referenced within the granted planning permission noted in 3.8 above which note the LDP preferences to retain

green and community space. It is understood that some small scale commercial development may be supported. However, the subject site is not fully level and some areas of the site experience high level flooding from surface water. On this basis I am of the opinion that any commercial development would be highly speculative.

In light of the above I have considered the subject site reflecting a community use and have included an uplift to reflect potential future hope value or future income production.

I have searched for sales of similar sites within the locality and have had regard to the evidence which is noted in section 4.2.1 below.

The comparable evidence noted suggests a wide range between circa £5,000 and £65,000 per acre. The site in closest proximity to the subject sits at the upper end of the range and reflects a heavily wooded area which is situated within an established residential location. It is not unreasonable to assume that the purchase price reflects some degree of residential hope value. The site is considerably smaller than the subject and reflects the best comparable sale of that which is noted below. The site at the lower end of the range reflects a site situated within a less desirable location than the subject. It is noted however that this site is closer in size to the subject.

As noted above the comparable on Overland Road provides the best indication of value for the subject site. As the site is smaller than the subject I am of the option that a lesser value on a per acre basis should be applied to the subject site. A per acre value at £35,000 in my view appropriately reflects the larger site and reflects any future hope as referenced above. When applied to the subject site this provides an overall value as follows:

2.5 acres @ £35,000/ac	£87,500
------------------------	---------

As the majority of the evidence noted below relates to amenity land values I have considered an alternative approach to ensure that that value reported is fully supported. It is accepted practice to value amenity/community land at between two to three times agricultural value to reflect the generally level topography, road access and overall benefit and hence value to the community of such useful land. I have therefore considered the agricultural land evidence noted in 4.2.2 below which suggests a range between £8,000 and £16,000 per acre. Similar to the amenity values above the site at the upper end of the scale is closest to the subject site. From my own research this is high for agricultural land and I have therefore adopted a figure at the midpoint of the range. Having regard to the location of the subject site, its community benefits and condition I am of the opinion that three times agricultural value is appropriate here. This provides an overall value as follows:

Agricultural value per acre	£10,000
Community use per acre (3 x ag)	£30,000

Community value applied to subject site:

2.5 acres @ £30,000/ac	£75,000
------------------------	---------

Both approaches above suggest a range between £30,000 and £35,000 per acre. Having regard to any uplift reflecting hope value and a possible future income

production I am of the opinion that the market value of the subject site sits at the upper end of the range and is fairly reflected at £87,500 (£35,000/ac).

4.2 Comparable Evidence

4.2.1. Comparable land evidence

Pertinent Date	Address	Consideration	Acres	£ per Acre
05 DECEMBER 19	LAND BETWEEN GLYN-MEIRCH ROAD & GRAIG ROAD, TREBANOS, PONTARDAWE, SWANSEA	£4,000	0.79	£5,036
13 JUNE 18	LAND AT FORMER JERSEY HALL, MARGARET STREET, ST.THOMAS, SWANSEA	£9,250	0.21	£44,047
02 AUGUST 17	LAND BETWEEN 18-42 OVERLAND ROAD, MUMBLES, SWANSEA	£33,500	0.52	£64,423

4.2.2 Agricultural land evidence

Pertinent Date	Address	Consideration	Acres	£ per Acre
11 July 19	LAND AT GLEBE FARM CHERITON, SWANSEA	£40,000	2.471	£16,187
27 June 19	LAND ASSOCIATED WITH PENYBANC FARM, FAIRWOOD, SWANSEA	£20,000	17.3	£9,249
25-Nov-16	LAND LYING TO THE EAST OF THE ROAD LEADING FROM CROFTY TO LLANRHIDIAN	£20,000	2.471	£8,093

4.3 Opinion of Value

I am of the opinion that the Market Value of the freehold interest in Land at Swansea Skate Park is **£87,500** (Eighty Seven Thousand Five Hundred Pounds) as at 06 January 2021.

4.4 Currency

All prices or values are stated in pounds sterling.

4.5 VAT

I understand that VAT does not apply to this transaction and my opinion of value reflects this. In the event that my understanding is found to be inaccurate, my valuation should be referred back for reconsideration.

4.6 Costs of Sale or Acquisition and Taxation

I have assumed that each party to any proposed transaction would bear their own proper legal costs and surveyor's fees.

No allowance has been made for liability for taxation, whether actual or notional, that may arise on disposal.

4.7 Market conditions explanatory note: Novel Coronavirus (COVID-19)

The outbreak of COVID-19, declared by the World Health Organisation as a “Global Pandemic” on the 11 March 2020, has and continues to impact many aspects of daily life and the global economy – with some real estate markets having experienced lower levels of transactional activity and liquidity. Travel restrictions have been implemented by many countries and “lockdowns” applied to varying degrees. Whilst restrictions have now been lifted in some cases, local lockdowns may continue to be deployed as necessary and the emergence of significant further outbreaks or a “second wave” is possible.

The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally. Nevertheless, as at the valuation date some property markets have started to function again, with transaction volumes and other relevant evidence returning to levels where an adequate quantum of market evidence exists upon which to base opinions of value. Accordingly, and for the avoidance of doubt, our valuation is not reported as being subject to ‘material valuation uncertainty’ as defined by VPS 3 and VPGA 10 of the RICS Valuation – Global Standards.

For the avoidance of doubt, this explanatory note has been included to ensure transparency and to provide further insight as to the market context under which the valuation opinion was prepared. In recognition of the potential for market conditions to move rapidly in response to changes in the control or future spread of COVID-19 we highlight the importance of the valuation date.

5. **General Information**

5.1 Status of Valuer

It is confirmed that the valuation has been carried out by Elizabeth Fox, a RICS Registered Valuer, acting in the capacity of an external valuer, who has the appropriate knowledge and skills and understanding necessary to undertake the valuation competently, and is in a position to provide an objective and unbiased valuation.

5.2 Conflict of Interest

Checks have been undertaken in accordance with the requirements of the RICS standards and have revealed no conflict of interest. DVS has had no previous material involvement with the property.

5.3 Restrictions on Disclosure and Publication

The client will neither make available to any third party or reproduce the whole or any part of the report, nor make reference to it, in any publication without our prior written approval of the form and context in which such disclosure may be made.

5.4 Limits or Exclusions of Liability

Our valuation is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our valuation may not, without our specific written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees, directly or indirectly, or is permitted to see a copy of our valuation report. If we do provide written consent to a third party relying on our valuation, any such third party is deemed to have accepted the terms of our engagement.

None of our employees individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with our services.

5.5 Validity

This report remains valid for 3 (Three) months from its date unless market circumstances change or further or better information comes to light, which would cause me to revise my opinion.

I trust that the above report is satisfactory for your purposes. However, should you require clarification of any point do not hesitate to contact me further.

A handwritten signature in black ink, appearing to be 'Elizabeth Fox', written over a light grey circular stamp or watermark.

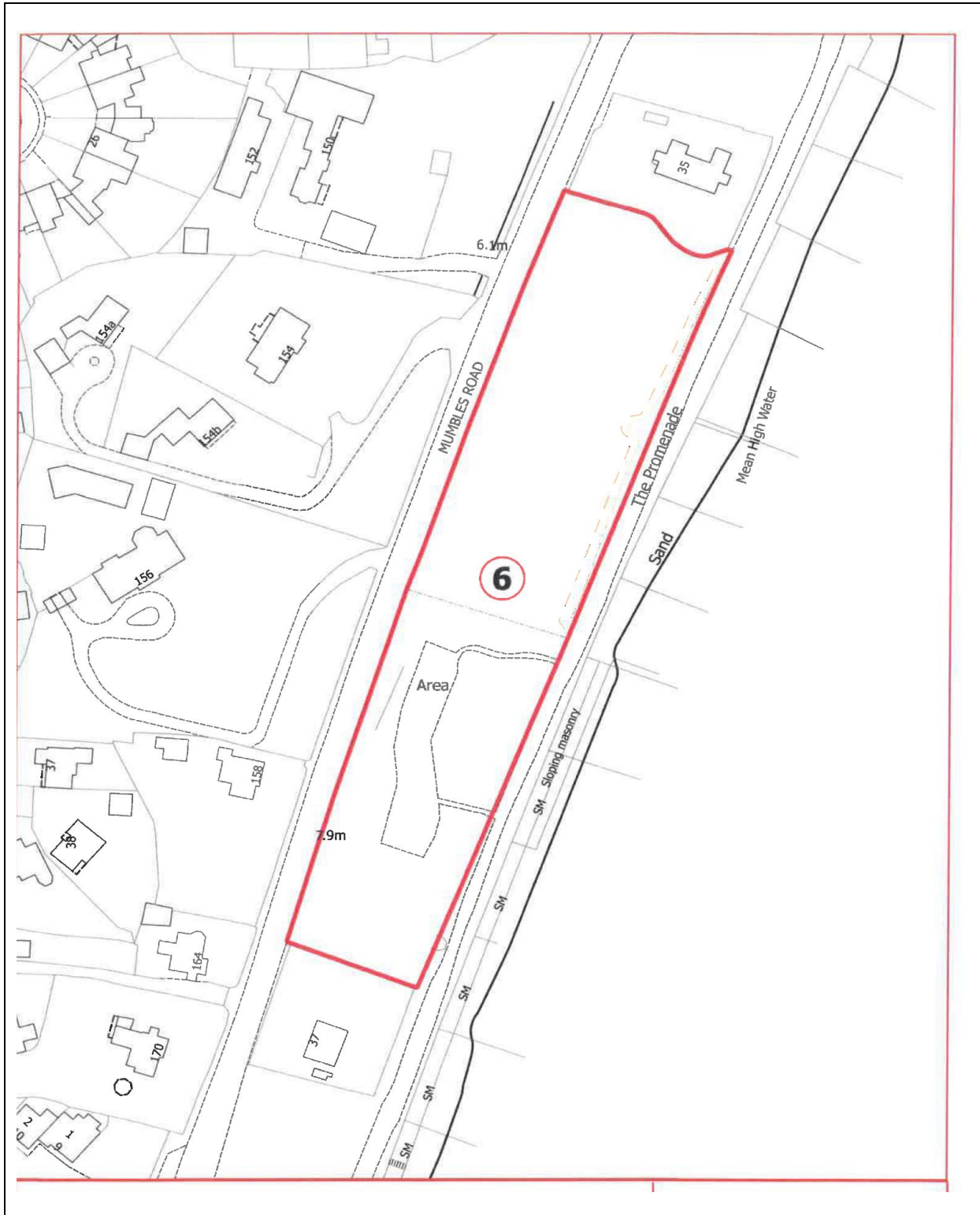
Mrs Elizabeth Fox MSc MRICS
Senior Surveyor
RICS Registered Valuer
DVS

6. Appendices

6.1 Photographs



6.2 Plans



Equality Impact Assessment Screening Form – Appendix F

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1
Which service area and directorate are you from?
Service Area: Cultural Services and Estates
Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

(b) Please name and describe here:

To seek approval to negotiate and agree Heads of Terms and enter into a lease with Mumbles Community Council for land at Llwnderw for the purpose of constructing and managing a new skate park on the site

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

There will be no perceived detrimental change to the facilities on offer to members of the public and users of the open space, as the site will remain a skate park, but with an enhanced offer. Significant levels of consultation with key user groups has

Equality Impact Assessment Screening Form – Appendix F

been undertaken by Mumbles Community Council to support the proposal, and inform the design and chosen site. Mumbles Community Councils chosen contractor Maverick have incorporated ideas from local school children, BMX riders from the UK Olympic Team and the World Champion of wheelchair motocross into the design. The outcome have informed the design and increased cost but MCC recognised the importance of creating a world class design to complement the iconic location and one that provided full and safe access to all.

The land is public open space, therefore statutory consultation will apply in the normal manner and comments and objections considered as part of the democratic decision making process.

Planning permission has been applied for and approved
<https://property.swansea.gov.uk/online-applications/applicationDetails.do?keyVal=PZ5QUFEVJVU00&activeTab=summary>

The required statutory consultation was undertaken as part of the planning process, with 1110 comments and 1025 in support and 80 objections lodged.

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input checked="" type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility (L)
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**(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?
 (Consider the following impacts – legal, financial, political, media, public perception etc...)**

High risk <input checked="" type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input type="checkbox"/> (L)
--	---	--

Q6 Will this initiative have an impact (however minor) on any other Council service?

X Yes No **If yes, please provide details below**

Parks Operations currently undertake the maintenance of the park and have therefore been part of the discussions with the community council in regards to providing maintenance on a paid for basis post transfer. Highways, drainage, Estates and Cultural Services have all be actively engaged.

**Q7 HOW DID YOU SCORE?
 Please tick the relevant box**

**MOSTLY H and/or M → HIGH PRIORITY → EIA to be completed
 Please go to Section 2**

**MOSTLY L → LOW PRIORITY / NOT RELEVANT → Do not complete EIA
 Please go to Q8 followed by Section 2**

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

Equality Impact Assessment Screening Form – Appendix F

If this proposal is agreed the community council will improve and enhance the facility provision in on the site of the existing skatepark to enable them to further develop opportunities for the local community, particularly children and young people and with an enhanced offering for those with disabilities . There will be significant improvement in provision and opportunities offered compared the present as the skatepark. Access will remain fully open to the public, free of charge including protection and improvement to the wider green space that will surround the new facility

The only change to current provision is that the Community Council will have the responsibility for the areas within the demises. Casual usage will not change or be adversely affected, and in the long term is anticipated to significantly increase and access and enjoyment of the area in general.

The Community Council have actively worked with the local community, skaters work with other groups who regularly use the facility and the proposals are well advanced and known within the general public and media.

The areas within this screening where a High impact was scored, can be further explained below:

Children and Young people and any other age group –

The work by MCC and their chosen contractor have specifically targeted a broad range of users and potential user group through the consultation phase and designed the proposed skatepark with their needs in mind. The current skate facility is a standard halfpipe, which requires competence and skill to ride, and is not generally suitable for young learners or novice riders.

The newly proposed skate park significantly enhances the offer. Whilst there is opportunity for the most proficient riders to significantly progress and enjoy the sport, the inclusion of more shallower and alternate areas within the design ensures that riders of all abilities, and those on skateboards, scooters, BMX and other wheeled sports can enjoy the benefits of the renewed offer. It is therefore a much more versatile and balance offering to the current provision

It should be noted that facilities such as these are not solely aimed at older children and young teenage boys. Wheeled sports arenas attract users from every demographic including wheelchair users who can interact on positive and equal terms with other users. Popularity of scooters remains high enables first time Skatepark users to explore the use before moving onto skateboards, BMX bikes or inline skates. There is also a vibrant scene within the UK for more mature users who have recently rediscovered “skating” with the advent of high quality wheeled sport arena provision and finding people in their forties and fifties riding the park is not unusual.

The skate park will add to the infrastructure of facilities within Swansea that contribute to the physical and mental well-being of children and young people. Access to opportunities to participate in physical activity is a critical part of the Well Being of Future Generations act with a direct link to the Swansea Local Service Board objective of “A Healthier Swansea”.

Equality Impact Assessment Screening Form – Appendix F

Community cohesion and Social inclusion/Poverty-

The Skate Park will be open access, participants will be able to use the facility at no cost which removes the financial barrier and promotes the goal of “A More Equal Swansea”. This type of facility and activity tends to be very attractive to children and young people who may not be engaged in more formal sports and would provide a positive contribution to Welsh Governments recommendations for regular physical activity as part of a healthy and active lifestyle.

Disability- Consultation has been developed over 18 months to ensure that all interested parties - residents, Skateboard groups, all local schools – had an opportunity to input into it through public meetings and consultations and questionnaires and surveys. MCC were also able to incorporate BMX facilities taking advice from a member of the UK Olympic BMX team and full disability access with advice from the Wheelchair Motocross World Champion.

The scheme is extremely visible to the people of Swansea and the key stakeholder, and given the previous planning permission approval and work undertaken to date, the local media has maintained watching brief over the developments. As a result, a decision by the Council on the Community Councils proposal and request for the land carries a reputational risk given the time it has been discussed over and the visibility of the project. The Council requested MCC to complete an additional body of work which has now been completed, so the matter can be considered.

The process undertaken in preparing the business case has demonstrated that the views and impact on protected groups has been taken into consideration and directly informed the proposals as outlined above. As such a full EIA is not required at this time. This will be reviewed following the completion of the public open space statutory consultation.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Jamie Rewbridge
Job title: Strategic manager
Date: 18 Nov 2020
Approval by Head of Service:
Name: Tracey McNulty
Position: Head of Service
Date: 10/01/21

Please return the completed form to accesstoservices@swansea.gov.uk

Support

Response Number	City	Area	Comments
1	Bridgend		This project will see an influx of visitors to swansea to use the facilities. Swansea will undoubtedly also be featured in various skate and BMX magazines which will hopefully bring back welsh skateboarding to its roots; the mumbles.
2	Carmarthenshire	Carmarthen	Swansea needs a better skatepark than victoria and the mini ramp
Page 453 3	Castell-Nedd		<p>This is a step in the right direction for helping provide a facility for inter generational youths, and to help support the already thriving wheeled extreme sports scene in Swansea.</p> <p>Where, in an age where every child has a skateboard/BMX/Scooter growing up - but with very limited places or abilities to go and practice your given sports - it has put many at a disadvantage from growing in their abilities or sport (where it's a kindred to a goldfish and it's habitat - it will grow to how big it's environment is and what's within it to nourish its growth).</p> <p>This skatepark would be more than welcomed by the people of Neath as our options are vastly limited with no sight of NPTCBC looking to build one - which would secure the USP and inter tourism in South Wales, by introducing a world class quality skatepark (just through the use of materials aka Spray Concrete).</p> <p>Skateparks help build character but also provide a hub for community - and with the strong and supportive/hands on community in Swansea: you would be enabling people to get access to facilities that can't afford the indoor facilities, where it would show signs that Swansea council is representative of its constituents and their requests and requirements to support such an environment.</p>
4	Hindhead		Please allow the land to be used for the development and expansion of the sure to skateboarding facilities.

Response Number	City	Area	Comments
5	Kidwelly		<p>I believe that this development is vital to provide an essential update to open access wheeled action sports facilities in the Swansea area. As an individual who works in and around Swansea bay and frequently visits the area, the development at Llwynderw Ramp in Black Pill will provide a lasting asset to the community locally and attract visitors and users like myself from further afield to enjoy this cutting edge offering. Let's put a lasting feature which will stand the test of time for years to come.</p>
<p style="text-align: center;">Page 454 6</p>	Leicester		<p>Although not a resident of Swansea I wanted to show my support for the project. My mum was born in Swansea and as a child I spent many a holiday around The Mumbles. As I got older I gravitated towards BMX and skateboarding and was always happy when in and around Swansea as there was a real history of the sports there.</p> <p>I don't want to underestimate what being involved in BMX did for me; in short kept me out of trouble. Generally the sports are aligned with the more positive aspects of life- something our youth need more of these days.</p> <p>Swansea and The Mumbles have the opportunity to continue a proud history of skateboarding and BMX should this park go ahead. But more than that it would be a signal to all that Swansea and The Mumbles values youth and the opportunities that should be afforded to them. And the facility proposed would send that signal world wide.</p> <p>I have kids myself now. I would love to be able to bring them to Mumbles, enjoy the park and share all the wonderful memories I have. I was in Mumbles in February this year and it was great to see the life in the area. The park would only add to this.</p> <p>Sadly my Mum is no longer with us - if she was she would whole heartedly back the park. If only for the reason of knowing how much BMX and skateboarding meant to my life as a young man and to this very day.</p> <p>Please do the right thing. Thank you.</p>

Response Number	City	Area	Comments
7	Llanelli		With the single ramp that currently resides in the area being as popular as it is (any Sunny Saturday will show you) the expansion in this area would prove extremely beneficial to the local tourism and economy
8	London		No objection. Let's get it done. Finally
9	Swansea	Murton	I fully support the skate park
10	Neath		I support this application. The proposed development retains it as an outdoor activity area so there is no loss of open space and instead an increased usage of that space.
11	Neath		I wish NPT council would consider a similar investment... Main stream sports such as rugby and football are catered for all over Wales. BMX is a sport and welcoming community for all ages and venues for free access for all to use is a benefit for all locally and will also bring in tourists to the area.... please build
12	Neath	Neath	We really need this skate park. It will really boost the area
Page 455 13	Newport	Caerleon	I believe this skatepark would generate a great deal of enthusiasm and community for those living in the area and further. Given the development and plans go as planned, the park design has already gained a lot of attention and interest due to its unique design and nothing along the South Wales coast has the same.
14	Nottingham	West Bridgford	I fully support the application for the Council to dispose of open space for the Llwynderw skateboard site. Although I live in Nottingham, I was born and raised in Swansea. My father opened the first ever skateboard park in Wales in Gorseinon in 1977. I visit Swansea every couple of weeks to see my family, bringing my 8 year old son who skates at all of the local skateboard sites. He usually skates in Nottingham with Alex Halford from Team GB. The Llwynderw site will encourage visitors to the area, and would be an ideal fitness venue for children, youths and adults. There is a tremendous spirit and ethos involved in skating, with older boarders acting as positive mentors to youngsters. Skating provides a positive outlet for many people, in terms of promoting physical and mental health. At this time of high youth unemployment and overweight children, this is the right thing to do for the citizens of Swansea.

Response Number	City	Area	Comments
15	Pontardawe	Ynysmeudwy	I fully support the transfer of land, to enable the proposed skate park. It will be useful for the residents of the Swansea valley via route 43 cycleway and the seafront cycle way. I think the location is perfect and will be an asset to the city. well done to all involved.
16	Shoreham-By-Sea		I grew up skating this ramp and can tell you that only positive things will come to the people who use it. Lets get things moving and get it built so the cities inhabitants finally get a free to use skate park that it deserves.
17	Swansea	Blaenymaes	I would like to show my support for the llwynderw site to be made into a new skate park as proposed by Mumbles Skatepark Association. The importance of this new development within the skate community in Swansea is immense, not only providing a wonderful outdoor space for people currently involved in the sport, but also entice others to get involved in this community. It would be beneficial to so many people, adults and children alike, not only for excercise but for social reasons, too.
18	Swansea		I absolutely support this project to build a new skatepark on the land proposed. Swansea has been desperate for something like this for years and that's a great location for it and this is something that will benefit an ever growing group giving them space to enjoy themselves and grow.
19	Swansea		We need this skatepark

Response Number	City	Area	Comments
20	Swansea	Mumbles	<p>Having worked in both tourism and health, I find it difficult to not see the benefits of the skatepark. The position is on a piece of land on our beautiful seafront, which is walked along by tourists throughout the year. If as a tourist you see something a little different that entertains you, it will add to your experience of the area, this I know skateboarding dose to people who have not experienced it before. The location is also ideal as it is easily accessible from all parts of the city, it is therefore not exclusively for one area and can be enjoyed by a larger number of people.</p> <p>With regards to health, obesity is a massive problem within our city and country, anything that supports outdoor activity is, therefore, a valuable asset to the city. This is without taking on board the benefits that activities like skateboarding, surfing or other sports have on mental health. The camaraderie you have from the people you share interests with can be all the support you need. Please do not underestimate the value of this.</p> <p>Skateboarding itself offers exercise, with a gateway into other arts, cultures and social groups, it levels you all to be living in the moment, you don't want to be thinking of your troubles halfway through a run. To sum up, please build it, soon as I am getting older.</p> <p>Thanks Lee Thomas</p>
21	Swansea	Brynmill	This is an absolutely fantastic project. It would be a great asset to the city, plus is great facility for people of all ages to use. And what and excellent location, upgrading the old ramp is brilliant! Let's hope you actually get behind this!
22	Swansea		I support the passing of land to mumbles community council.
23	Swansea		It would be fantastic to see this project finally delivered after overwhelming support over so many years. I believe most has been said in previous consultations, but now the added catastrophic effect of covid on our children's activity and socialising really does highlight how important these environments are for physical and mental development. I can't think of better news to give the children of our community, at a time they cannot see friends at christmas, that in just a few months time they could be looking forward to a brighter 2021 with this amazing outdoor facility on their doorstep. The perfect spot and the perfect timing.
24	Swansea	Langland	I am strongly in support of the transfer which would allow the skatepark to go ahead. It will be a fantastic resource for the area.
25	Swansea	Newton	I support this proposal. It will provide a much needed facility for the enjoyment and well-being of young people.

Response Number	City	Area	Comments
26	Swansea	Dunvant	A fantastic development which is decades overdue. This is in the perfect spot to cycle to and enjoy the seafront. Can't wait to skate here with my son!
27	Swansea	West Cross	Well done for passing the application for a skate park in Mumbles. It is so important to keep the youngsters busy, active and having fun. This is going to be such a big attraction to Mumbles. Fantastic news.
28	Swansea	Mumbles	<p>Good afternoon,</p> <p>I'm just writing to say i fully support the passing of the land of the Llwynderw Site to the Mumbles Community Council, enabling the build of the skatepark.</p> <p>I really hope the right thing is done and they can get working on the project as soon as possible.</p> <p>Many thanks Naomi</p>
29	Swansea	Blackpill	I fully support the skate park development
30	Swansea	Mayals	As a family we are longing for this much needed facility which is going to provide our 11 year old son, who already enjoys skateboarding, with years of healthy, outdoor activity. A much needed and anticipated asset to Swansea at long last.

Response Number	City	Area	Comments
31	Swansea		<p>The provision of these facilities at the sea front site is ideal for an area which doesn't currently have any facilities of this nature or any other facilities beyond parks.</p> <p>The users of the existing skate ramp access via the foreshore path which is consistent with the other excellent work that is currently being done to increase the Active Travel links, thereby reducing car movements. There is also a large parking facility at Black Pill which is in close proximity to the site and wouldn't require any further facilities to be provided.</p> <p>Having visited the similar facility in Haverfordwest and seen how well used it is by different age people and different times of day, I am convinced the Llwynderw facility will be as popular.</p> <p>Such facilities enable children to take risks in a safe and supervised environment, something which occurs less and less in every day life.</p> <p>I fully endorse the provision of the skate park at this location (as do a number of people i have spoken to) as they address the need for additional local facilities rather than trying to build a larger facility to attract people from outside of town.</p> <p>In summary i hope that negative comments from a small number of locals, particularly those who have no interest in the use of the ramp do not deter the council from building the facility, as such complaints will always be present wherever the skate ramp is proposed.</p>
32	Swansea	Mayals	Really looking forward to using the ramp park with my daughter. It will be such an improvement in the facilities for young people.
33	Swansea		Please put the skatepark here as soon as you can. We will use it several times a week
34	Swansea	Fforestfach	Please can you get this moving,
35	Swansea		I fully support this, "grant of a lease of such land to Mumbles Community Council to expand, improve and continue the provision of wheeled sports facilites"
36	Swansea		fantastic idea can't encourage enough
37	Swansea		<p>It is great to see public space being developed to encourage positive outdoor actives that are in this coming years Olympic Games.</p> <p>I think this shows a very positive attitude and appreciation of the needs and asperation of may young people.</p> <p>I commend the imitative to provide such facility's</p>

Response Number	City	Area	Comments
38	Swansea	West Cross	Pass the land to Mumbles Council please.
39	Swansea		Please do the young people of swansea and older generations of athletes a massive service by allowing this land to be passed along and used to develop an area in which we can all practice our chosen disciplines, away from crowded public areas and busy shopping centres. Every city should have a world class concrete skatepark in order for the population to truly be diversified.
40	Swansea	Sketty	Having an actual skatepark in this area would be a much much better use of space as it allows people to have a safe and more controlled environment to learn in as well as it would be a great addition to the Swansea/Mumbles area. This would benefit the skate community hugely as well as allowing people to learn in a lovely space.
41	Swansea	Sketty	Pass the land to mumbles council for the skate park. This skate park will be an amazing addition to the mumbles area.
42	Swansea	Brynmill	Can't wait for this, been a longtime coming, finally an outdoor facility worthy of the twentieth century.
43	Swansea	Killay	This is so important for Swansea. A much needs restoration with really exciting plans going forward and as everyone who grew up skateboarding in Swansea knows, skateparks can be a vital and positive space for creativity and community between people of all backgrounds. Can't wait :—)
44	Swansea	Penllergaer	Please release the land. A skatepark for Swansea would be very positive. Talk to any other city/town that have done the same. It's brilliant for all the younger and older skaters.
45	Swansea	Uplands	I believe this presents a great opportunity for the community and a new skatepark will be a welcome addition to the area.
46	Swansea		Please give us a new skate park
47	Swansea	Uplands	I support leasing the land to Mumbles Community Council in order for the proposed skate park to go ahead. Developing the skate park would be fantastic for local skaters, skateboarders and bmxers to use. It will also be worthwhile in attracting participants and spectators from outside our area and improve the local economy, and the health and well-being of those who visit.

Response Number	City	Area	Comments
48	Swansea	West Cross	<p>I feel this skatepark is long overdue.</p> <p>As a resident of the area for the past 40 years I remember the struggle as a teenager to achieve something similar to be built in the area.</p> <p>It's very sad that all these years later the same struggle remains in place.</p> <p>The public of swansea young and old need this to built so we can all enjoy a healthy future together.</p> <p>Please make this happen so that we and future generations can enjoy a space that offers a chance to maintain a fit and healthy lifestyle.</p>
49	Swansea	Mayals	<p>I fully support this development, it will be a real asset to the local area and Swansea in general. While I will be too old to use the skatepark myself I hope that it will be there for my grandchildren to enjoy.</p>
50	Swansea		<p>This skate park is essential to our youth and the general community, it promotes an active lifestyle, social bonding and something for the kids to actually do!!</p> <p>Couldn't recommend this more, I'm surprised this has taken this long to go through!</p> <p>The benefits of this is far greater than any opposition (I can't actually think of any).</p> <p>Needs to happen yesterday</p>
51	Swansea	Dunvant	<p>Hi there,</p> <p>I understand a decision is to be made regarding the lease of land for the Mumbles skate park.</p> <p>I'd like to express my support for the skate park process to continue.</p> <p>I believe the need for the skate park facility has already been established, so I feel reiterating the necessity for the park would be fruitless as the issue is with the lease of the land.</p> <p>So finally, I whole heartedly believe Children, young people and adults of Swansea need this outdoor facility.</p> <p>I understand a consultation must first take place, before the decision is being made? What does this consultation involve?</p>

Response Number	City	Area	Comments
52	Swansea	Bishopston	I fully support the proposal to grant a lease to Mumbles Community Council in order to expand, improve and continue sporting provision. I am a 45 year who has never skateboarded in my life. I do however take advantage of the many resources and facilities that Swansea has to offer and I can see the tremendous benefit of providing an improved skating facility for all to enjoy. The benefits to individuals from this project will be huge. It will be a place where people can take part in exercise and strengthen relationships within our community of Swansea. This will have a positive impact on the mental health of users as well as their physical health. This is a forward thinking project that deserves the green light.
53 Page 462	Swansea		<p>This is a great idea and much needed to improve the seafront and give youngsters a facility fit for purpose.</p> <p>Skating is great for getting children active outdoors. The current facility is not fit for purpose, it is much too small and outdated.</p> <p>As a nearby resident, I have no objection and fully support the project. My children and many of their friends will be some of the first to benefit from the new facility.</p>
54	Swansea	Pennard	This space is perfect for a skatepark and will be a great asset to the community and fun for all ages
55	Swansea	Southgate	I think the location fo the skate ramp is perfect. Easy access for skaters and families to drop in along the prom and in an open position for the enjoyment of all. Noise should not be an issue as it's next to the Mumbles Road and it will be a real asset for the city and a great addition to the activities along the seafront. Please proceed with planning before a whole generation of kids miss out. Nils
56	Swansea	Dunvant	I think it's stupid if this area isn't built for the youth. It's needed unbelievable amounts. Skaters in Swansea don't have enough free space to use, resulting in being kicked out of public areas and treated like criminals.
57	swansea	parkmill	I totally agree with the Council's proposal to dispose of the land to Mumbles Community Council to develop and expand the current skate ramp. I skate and this is well overdue
58	swansea	parkmill	I totally agree with the Council's proposal to dispose of the land to Mumbles Community Council to develop and expand the current skate ramp. I skate and this is well overdue

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59	swansea	parkmill	I totally agree with the Council's proposal to dispose of the land to Mumbles Community Council to develop and expand the current skate ramp. I skate and this is well overdue
60	swansea	parkmill	This is such a fantastic development for the children and young people of Swansea and so I absolutely agree with the proposal to dispose of the land to Mumbles Community Council to develop and expand wheel based activities. SO LONG OVERDUE but great that it is finally happening.
61	Swansea	Sketty	I'm glad to see this much talked about development take another step forward. There are very few of these type of facilities in the Swansea area, which can lead to other places being used, such as the steps and seating areas in Castle Square, which borders on anti-social behaviour.
62	Swansea		I fully support this, the skatepark is a fantastic idea that's been needed in this area since the late 70's.
63	Swansea		Would be a great addition to the current set-up. Victoria park skate park was a god-send to us and many others and still is. Would be brilliant.
Page 463 64	Swansea	Sketty	I fully support the council in this final step to getting a state of the art skatepark on Swansea seafront at the site of the current ramp. This long needed and highly anticipated improvement to Swansea's skateboarding and leisure facilities needs to happen. It will be a very welcome addition to Swansea Bay and will have an extremely positive effect on the youth of the area and beyond. The healthy, rewarding, demanding and creative activities associated with a skate park are widely known for all their benefits. Everything is in place to make this project happen so please release the land and give the community the facility they have long been asking for. This skatepark will be a facility we can all be proud of and enjoy for years to come. Thank you and my family and myself look forward to using Mumbles great new skatepark in 2021.
65	Swansea	Bishopston	I fully support the development of a skate park, it is just what mumbles and the sounding villages need. My whole family will make use of this facility and can't wait for it to be built. Encouraging kids and adults to participate in healthy sports like skateboarding, scooters, and BMX is vital for a healthy generations both in body and mind.
66	Swansea		I strongly support this upgrade of a much loved facility, it will give young people of Swansea a much needed focus and healthy social activity. Please proceed without delay!

Response Number	City	Area	Comments
67	Swansea	West Cross	I am in full support of this skatepark development. The area needs this improvement. The current ramp is very well used, but in such disrepair and is really not fit for purpose. The people that use it, make the best of it because there is really no other outdoor ramps in the area. Sports have moved on, and skateboarding is now recognised as a rewarding physical activity. Skating is for people of all ages, and is great for not only health and fitness, but also mental health.
68	Swansea	Fforestfach	Please can this be moved on , this a fantastic opportunity to supply the people of the city with an outstanding facility which is long overdue 🙌 🙌
69	Swansea	Mansfield	The lease should definitely be granted so that Mumbles community council can finally move ahead to provide this much needed facility for the community. The facility will be well used and provide a needed outdoor space for people of all ages to use for fitness and well being purposes.
70	Swansea	Uplands	Please do no underestimate how important this would be for the young people of the city, it would be such an amazing facility and opportunity to get kids active and building a sense of community.
71	Swansea	Mount pleasant	Swansea needs this. Young people have fewer and fewer things to do and places to go. We need to provide healthy and positive activities and environments for them. I whole heartedly support the skate park.
72	Swansea		I think this will be a fantastic facility for the community and should definitely be built. It would enhance the area rather than detract from it and we should be encouraging children to get outside and enjoy the fresh air.
73	Swansea	Killay	I see no issues with using this space for the proposed skate park. I believe it would be a great addition to Swansea, encouraging culture, diversity and provide a social and safe outdoors environment for young persons and adults to gain exercise, which is something that is all so necessary in the current climate. I also think that having a skatepark at the proposed site will positively add to the landscape of the mumbles seafront
74	Swansea	Sketty	This is an excellent idea and great use of public space. I fully support this idea

Response Number	City	Area	Comments
75	Swansea	Mumbles	I strongly agree with the skate park development. It is particularly needed for the well-being of young local kids., as facilities in mumbles for young people are not great. The area at llwynderw is perfect for this development particularly with the existing ramp already in place. Since being built this rank has been extremely well used.
76	Swansea	Langland	I support the disposal of this land for the use of the proposed skateboard. I believe the skatepark will be an asset of lasting value to the local community and its young people. It is a rare opportunity to provide land for a new sporting and recreational development and should be grasped with both hands.
77	Swansea		I strongly support the disposal, and look forward to the new skatepark.
78	Swansea		So many of us have been wanting this skate park for life, it's an escape, a passion and something to do for so many of us. Please build this skate park and it will be appreciate it completely.
Page 465 79	Swansea	Mumbles	I fully support this new use of the land. Such facilities are a rarity around here and this site is perfect for such a use. In a time when we all need space to be able to be active safely then this is ideal, the mental health benefits to outdoors exercise is immeasurable and the chance to develop sports that are chronically under funded and supported is massive. With board sports making their way to the Olympics now we could see the benefit of such a good use of frankly under used space. Access concerns need to moderated with the knowledge of the intended 'wheeled sports', in order to use the facilities you need to be able to be mobile, on wheels, therefore it stands to reason you would 'wheel' yourself there on said board/bike/skates/scooter/chair. In combination with the amazing work that Surfability do and the national media attention that they have garnered then this would be a prime opportunity to keep the focus on Swansea, and promote its outdoor facilities on a national scale attracting more tourism to the area in a time when many local businesses are struggling. This could help to form the jewel in the crown. Please approve this in order to support the well being of all local people.

Response Number	City	Area	Comments
80	Swansea	Mumbles	<p>I fully support this new use of the land. Such facilities are a rarity around here and this site is perfect for such a use. In a time when we all need space to be able to be active safely then this is ideal, the mental health benefits to outdoors exercise is immeasurable and the chance to develop sports that are chronically under funded and supported is massive. With board sports making their way to the Olympics now we could see the benefit of such a good use of frankly under used space.</p> <p>Access concerns need to be moderated with the knowledge of the intended 'wheeled sports', in order to use the facilities you need to be able to be mobile, on wheels, therefore it stands to reason you would 'wheel' yourself there on said board/bike/skates/scooter/chair.</p> <p>In combination with the amazing work that Surfability do and the national media attention that they have garnered then this would be a prime opportunity to keep the focus on Swansea, and promote its outdoor facilities on a national scale attracting more tourism to the area in a time when many local businesses are struggling. This could help to form the jewel in the crown.</p> <p>Please approve this in order to support the well being of all local people.</p>
81	Swansea		Excellent idea.
82	Swansea	Mumbles	Wholeheartedly support this development and the land lease to MCC. The skatepark will be a fantastic asset for the community. Well done all involved!
83	Swansea		I approve of the proposition to dispose of the open space land to mumbles community council, though the council is disposing of the land to the Community council it will be used for public use. A beneficial project for all ages, and bring a new/ expanded dynamic to Swansea front and likely to attract tourist etc.
84	Swansea	Uplands	<p>This is a wonderful use of the land and project that will bring a vibrant community together and enable them to hone their craft.</p> <p>An excellent decision.</p>

Response Number	City	Area	Comments
85	Swansea	Birchgrove	<p>To all concerned,</p> <p>I fully back the proposal to dispose of the land known as west cross skate park, in a lease to mumbles community council, so that they may enhance the sites skateboarding facilities.</p> <p>While I'm not a skateboarder I do believe the enhancement of the skatepark will bring both a welcome place for the skateboarding community of Swansea and bring in visitors from other parts of the UK, possibly even the world. Which would be great for Swansea City's tourism.</p> <p>Also skateboarding is a hobby which keeps people active which can only be seen as a positive step for the community.</p> <p>Yours sincerely</p> <p>Dave Tanti</p>
86	Swansea	Swansea	The leasing of this land to Mumbles Community council would be a brilliant imitative and very forward thinking by the council. A brilliant opportunity.
87	Swansea	Sketty	I feel that this needs to go ahead. There is very little on offer for your children to play safely especially those with mobility issues. The future plans for this site will mean those with mobility issues will be able to take part and not feel excluded and left behind due to the lack of facilities.
88	Swansea	Uplands	This skatepark would be an absolutely fantastic addition to the local area. This park will firstly look infinitely better than the old metal ramp there at the moment, and secondly it will provide a safe place for people of all ages to enjoy skating, scootering, or BMX.
89	Swansea		<p>Please put this through. The skatepark is needed as soon as possible.</p> <p>It supports well-being goals from The Well-being of Future Generations Act such as Healthier Wales by increasing physical activity and Sustainable Wales by making it more attractive to use wheels transport along the cycle track rather than cars to get to leisure opportunities.</p>

Response Number	City	Area	Comments
90	Swansea		I think that the use of the site as a the proposed skate park is a great idea. It is already used as a skate ramp and this will improve the area and provide a great area for recreation and sport especially for children. The area has been deemed the best site by an independent report and is clearly well suited as the skate ramp is already in situ. It's location will not affect the existing traffic flow in the the area, parking is available at blackpill and it's location makes it easily accessible via skateboard, bike or foot. I wholeheartedly support.
91	Swansea		I agree. This would be great for the children and young adults to use.
92	Swansea	Mayals	I fully support this proposal. The creation of this facility will be a huge benefit to those who participated in wheeled sports in the Swansea area. It will not only encourage more individuals to lead a healthier lifestyle but will give them a bespoke facility to allow them to safely participate in their sport.
Page 468 93	Swansea	Sketty Park	<p>I would like to comment on the importance of this new facility being made.</p> <p>The olympics now hosts events in extreme sports. Swansea's facilities at the current time, fall extremely short of the quality required for competitor growth into an olympic level. I do realise and acknowledge the fact that James Jones (GB BMX Rider) has made it to the National Team, but he has been able to travel all over the UK in his progression. With this in mind, I'm in no doubt that new facilities would breed a new level of riding amongst aspiring BMX riders, with James as their inspiration!</p> <p>Also, I know there has been some opposition to the proposed facility. This is dumb founded opposition and comes from uneducated minds. If you look all over the world (with France as an example here), crime rates are proven to be lower in areas with high quality sporting facilities. The health of the youth in these areas is vastly better and social respect is higher.</p> <p>In regards to tourism, I personally believe that it will be an extra selling point for Swansea Council to add to their tourism campaigns. With a great sporting facility, right on the edge of the bay with the second largest tidal range in the world, unspoilt views overlooking the South Wales coastline, this could be an incredible attraction for extreme sports enthusiasts coming to the Gower Peninsula!</p>

Response Number	City	Area	Comments
94	Swansea		I really think this would be so beneficial to Swansea, a free accessible space for physical activity, great for all generations and would promote health and wellbeing.
95	Swansea		The use of this land as a skatepark is a fantastic idea. It is exactly what Swansea needs in terms of supporting the health and well-being of residents. The positive impact it will have on the community will be huge, aiding poverty prevention as well as keeping kids/adults active.
96	Swansea	Sketty	Fully support the development of this land into a skate park. It's been crying out for investment to improve the sad old ramp there and provide a much needed space for old and young alike to enjoy. The location is of historic importance to the skate culture that has flourished in our city and we should be dedicated to regenerating it into its full potential. No better location and it's about time this was FINALLY given the full go ahead - enough hoops have been jumped through by the passionate people wanting to see this through!
Page 469 97	Swansea	Langland	Hello, I run a local business which is involved in Surf and Skate and I feel strongly this is a Must for Swansea to get this project done. Swansea has been promoting all around the UK its amazing location about surfing and well being. Skateboarding is falling in this category and it will appeal also to the same demography. Skateboarding is a healthy sport which cross over generations and it is very highly sociable. It will be in the next Olympic along side Surfing. The old stereotypes of those sports need to be forgotten. Skateboarding is a skilful and great way to keep fit. I hope the decision makers will look into the future and this great opportunity to put the front of Swansea bay on the map for all the good reason. Thanks. Gi @WestfrenchLtd
98	Swansea	Sketty	Perfect place for skate park and it will be used for generations to come.
99	Swansea	Sketty	This skatepark would mean the world to me and my autistic brother, we both love skateboarding and it's the only form of exercise he feels comfortable doing. What is there at the moment isn't good enough and the site is perfect for where he lives. This would be perfect for the skateboarding community and both young and old people who have always wanted to get into it. We already know the site is a great place because the mini works perfectly there. Please get this signed over to Mumbles community council ASAP as this needs to be done before summer, we've waited long enough.

Response Number	City	Area	Comments
			Thank you.
100	Swansea		Fully support this development of this site for the stated purpose, will provide a much needed facility for many people.
101	Swansea		This will be hugely beneficial for me he whole community and such a positive thing to do on the promenade it should definitely go ahead and is long overdue for Swansea 🇬🇧
102	Swansea	Sketty	I lend my support to this fantastic scheme to help bring a wonderful facility for all ages.
103	Swansea	Pontarddulais	I fully support this application to provide a long term lease to use this land for a skate park. Skating is as woven into Swansea's heritage as Surfing, although many would not appreciate this. This would be an incredible addition to the seafront, attracting children, families, young adults and adults in healthy, outdoor exercise. I have witnessed the sense of identity and community in other such facilities (Bordeaux, London to name a few) that occupy prime sites in the heart of the city. There is such a positive ethos within the skating community, with young adults teaching young children, and it builds self esteem and a sense of belonging that is rare to find these days. If you want obese directionless children, then on your conscience be it.
104	Swansea	Dunvant	I think the new skate park is a great idea and would be a perfect addition to Mumbles seafront.
105	Swansea	Bishopston	I am completely in favour of this proposal. I think it would massively benefit our younger generation and having regularly taken my children down to Haverfordwest to use the skate facilities there would welcome an improved skatepark in Llynderrw.
106	Swansea	Gowerton	We need a skate park in mumbles, it will bring in tourism and make the council money in the long run! Without getting onto offering a fantastic facility to the kids, come on swansea.
107	Swansea	Dunvant	I support the proposal of the skate park

Response Number	City	Area	Comments
108	Swansea	Mumbles	A purpose built skatepark on the Swansea Bay seafront would be a huge boost for the city. Not just for tourism, but for people's wellbeing, mental health and fitness. A free to use facility on the promenade would be a fantastic family space for all ages. What are we waiting for???
109	Swansea	Mout pleasant	I fully support this plan. It would be very beneficial to all Swansea residents.
110	Swansea	Gowerton	This is a great plan and will be a brilliant facility for the city
111	Swansea	Cockett	I fully support this transfer to facilitate the proposed skatepark development, which is long overdue. It will benefit hundreds and thousands of locals in the future.
112	Swansea	Gendros	Let's move forward with as quick as possible - the kids really need this
113	Swansea	Uplands	Support your local creative skills and arts, skateboarding is important to culture and arts aswell as an outlet for youths as apposed to the city center
114	Swansea	Sketty	I thoroughly approve of these plans. It will provide a great space for our children to learn, improve their skills and build confidence.
115	Swansea	Mumbles	Fully support this development. Good to see SCC promoting outdoor sporting facilities.
116	Swansea	Gendros	I fully support the land being leased to Mumbles Community Council for the expansion of the skate park.
117	Swansea		As a resident of West Cross, I fully support this proposal. We should be making the most of the outdoor spaces to encourage wellbeing and fitness activities, and celebrating and profiling our great coastal location. It sends the wrong message to the community, if the council allows the construction / running of extravagant individual properties/ developments, within the surrounding areas, but then denies the local residents of communal spaces/developments which will benefit many.
118	Swansea		Fully support the proposed disposal. This exciting upgrade to the existing skate facilities will vastly improve the area.

Response Number	City	Area	Comments
119	Swansea	Sketty	<p>Would be amazing for the community and the future generation to get active and away from the streets. Skateparks help with mental and physical health. Perfect location due to it being an attraction for the city and for access from town to the ends of gower. The pandemic has highlighted the lack of help for mental health and these facilitates influence the improvement of this, kids and adults will have a place to go and people can feel connected in a space.</p> <p>Bristol, cardiff and other major cities have a funded, effective outdoor skateparks that are made with great quality Money hasn't be pushed correctly into skateparks like Victoria park and others in the swansea area. These cities have managed to get funding and planning and in hand of this have made a community that puts money back into the city with events.</p>
120	Swansea	Norton	100% behind the skatepark, let's make it happen Swansea Council. No more delays, young people need this more than ever. Thank you.
Page 472 121	Swansea	West Cross	<p>This has to happen and as soon as possible. It's taken too long already. The kids need a facility like this and Swansea is way behind a lot of other cities. There is a massive skate scene in Swansea and they deserve a top class facility like this. Perfect location as people can cycle there or catch a bus. Great benefits for mental health and fitness.</p> <p>This has to happen.</p> <p>Regards, Mark Williams</p>
122	Swansea		The ramp at west cross is dangerous. The bottom floor panels are rising as the foundation has been destroyed by age. There is no reason to not give the land to mumbles council as a skatepark is such a positive for a community. Look at Haverfordwest for instance. It's policed by the public that use it and doesn't draw anti social attention. It does the opposite by giving hyper Children that could be lead astray something to put there mind and energy on. It's a positive thing.
123	Swansea	Pentrechwyth	I fully support the proposal for a state of the art skatepark on this area.

Response Number	City	Area	Comments
124	Swansea		This is something that has been needed for a very long time, swanssa is majorly behind other welsh cities/ towns, hopefully more good quality developments like this will happen once the success of this is seen.
125	Swansea	Cymmer	This will be beneficial to the area bring more tourism and its a facility that needs to be updated in the area as Swansea is behind when it comes to skateparks
126	Swansea	Morrison	I think the new skatepark is a great idea. My son would definitely use this as there is a local one here for him to go to.
127	swansea	Mumbles	I fully support this.
128	Swansea	Sketty	I fully support this The new skatepark will give us something modern and safe to skate on land that is already used for skating, so no change in usage. Passing the land to MCC will make the new park a reality
129	Swansea	Sketty	Yes, Yes, Yes! The plans for the new skatepark are amazing and will be great for kids of all ages and abilities.
130	Swansea	Sketty	I wholeheartedly support this. the land is currently a rusty mini ramp and a 40 year old piece of tarmac. Replace it with a new skatepark which will be an asset to the community and something Swansea can be proud of.
131	Swansea	Sketty	Swansea is long overdue a modern, fit for purpose facility and the site and plans support an open, family friendly, accessible site for all to enjoy. The plans have been designed not to impact on existing green space and the redevelopment will be a real asset to the community
132	Swansea	Westcross	The Council should lease the land to the Community.The kids,and others,need this facility.Swansea needs to get up to speed with projects that benefit residents!!
133	Swansea	Manselton	The current facility at that location desperately needs renewal, it's frankly dangerous as it stands. It's about time Swansea council give something back to the community and fixes up this location

Response Number	City	Area	Comments
134	swansea	norton	please get this land transfer sorted and the building work underway, we are long overdue this skatepark!
135	Swansea		I fully support the re-development of the skate park to make this a fit for purpose skate facility to support the local area.
136	Swansea	Mayals	I fully support the proposal to lease the land to MCC. The results would be massively beneficial to the community as it is currently not being used for anything worthwhile as the single ramp that occupies the space as of now is in terrible shape.
137	Swansea	Newton	I am writing to express my support for this proposal. The skatepark will enhance the area bringing much needed facilities for young people and supporting their mental health and wellbeing which is particularly important post COVID.
138	Swansea		This proposal is a wonderful idea and will provide huge benefit to the local population. I applaud those persons who are taking it forward and look forward to seeing it happen.
Page 39 474 140	Swansea		Fully agree with the proposal, I just wish the council would stop dragging its feet and allow this skate park to be built.
	Swansea		I think this is a great project that needs the full support of Swansea Council.
	Swansea		I used to skate there a lot in my youth and I think it's an incredibly important proposal that will help kids (and adults) of all ages get out, socialise and stay healthy. Especially as there is a large move at the moment to help reduce obesity in the general population and projects like this are vital for this to happen
141	Swansea	Mumbles	I think that the skatepark facility is well over due The proposed site is suitable The youth deserve something like this and it will no doubt be a positive attribute to the surrounding area and further afeild

Response Number	City	Area	Comments
142	Swansea		<p>Fully support.</p> <p>This is vital to both mumbles and Swansea. It will boost health and well.being.</p> <p>There is no visual damage, it will improve the site.</p> <p>There is no other options , and as a hotelier we believe this will be a major tourist attraction</p> <p>Adam</p>
143	Swansea	Mumbles	I fully support this initiative and believe the skatepark should be built as a matter of urgency.
Page 44 475	Swansea	Mumbles	<p>I would like to register my support for this to go ahead.</p> <p>The development of this area into a properly designed and delivered skatepark can only be a good thing for the area and one which is sadly overdue.</p> <p>The current facility is sadly lacking and we should surely be encouraging the use of outdoor space and exercise, particularly in the demographic most likely to use the proposed development.</p> <p>It would reflect well on the city in my opinion and is one the better proposals seen in recent years.</p>
145	swansea	west cross	Looking forward to it finally getting built. Long awaited and needed.
146	Swansea		<p>Fully support this young people in the area need additional facilities for a siding skating city this is lacking and has been for some time</p> <p>Young people need opportunities for free physical activity not just for there physical health but also for their mental health</p>
147	Swansea		100 percent you should just give them all the land they want for public projects like this. I vote Labour so things like this don't get stopped by rich people and they mates. Please please please just do the right thing.
148	Swansea		I fully support the proposal for Swansea Council to lease the land to Mumbles Community Council for the expansion, improvement and continuation of wheeled sports facility development in the Llwynderw site East of West Cross,

Object

Response Number	City	Area	Comments
<p style="text-align: center;">Page 476 149</p>	<p style="text-align: center;">Swansea</p>	<p style="text-align: center;">Caswell</p>	<p>We very very strongly object to Swansea Council disposing of this and any open green space on Swansea Foreshore .</p> <p>1.It is not a surplus asset to swansea residents because it is a huge piece green asset admired for its beauty when people either walk along the promenade or drive along Mumbles Road.Turning it into a concrete skate park is shameful. To say it is underused is surely wrong in law. The old Golf Course /FootGolf on the foreshores unused -turn part of that into a Skate Park paid for by the City ,not Mumbles community tax payers.</p> <p>2. An existing park is the place for a skate park, not turning part of this land into a light grey concrete one simply because there is a historically sited metal single skate ramp. Also including handover of a massive part of adjacent green land stretching towards Blackpill , is very suspicious totally unnecessary and outrageous.</p> <p>3. Caswell residents Association and many many Mumbles Community residents and Councillors are very unhappy that a huge amount of their community charge payments will be spent on this land to build something that will only serve a minority of mumbles community taxpayers. Furthermore, once the land is disposed of more money must be spent on cutting and maintaining a very vast area of grassland, emptying bins, cleaning tree maintenance hedge maintenance all of which we already pay the City Council to do.</p> <p>4.Never has a poll of mumbles community tax payer been taken by Mumbles Community Council to find out how many of those want their hard earned money spent in this way. It will be used by many people who have campaigned for it and don't even pay it for free.It brings nothing back into Mumbles because of where certain people want to site it enjoying and spoiling our green Swansea Bay foreshore. DISGUSTING. SWANSEA CONCIL MUST NOT DISPOSE OF FORESHORE LAND AND COMMUNITY PAY FOR A SKATE PARK. THE CITY COUNCI SHOULD PAY FOR ONE AND PUT IN A SWANSEA PARK.</p>

Response Number	City	Area	Comments
150	Swansea	St thomas	I think that mumbles sea frontbis not the place for a skate park. I think there might be a need for one but on the sea front would be a regretted
151	Swansea		<p>While I can understand the motives behind the Mumbles Community Council plan to develop the existing skateboarding facility at Llwyderw the artist's impression of the proposed facility suggests it will be very much out of sale for the site.</p> <p>Add to this the fact that there will be no drop-off point (let alone any car parking), no facilities (toilets, refreshments) apart from a water-fountain, the already-evident traffic congestion on Mumbles Road and the growing 'conflict of interest' between pedestrians and cyclists on the foreshore shared use path.</p> <p>Taking all these factors into consideration any talk of 'an international standard facility' that will draw visitors to Swansea is clearly a PR exaggeration as regards the Llywnderw site. If that is the sort of facility Swansea needs it should be built elsewhere and MCC should think of other ways of amusing local youngsters (and others).</p>

Response Number	City	Area	Comments
<p style="text-align: center;">Page 478 15</p>	<p style="text-align: center;">SWANSEA</p>		<p>SWANSEA DISPOSAL OF OPEN SPACE OBJECTION</p> <p>1.ANY location on the prom for a wheeled sports facility by anyone or handover of land lease to Mumbles Community Council is unacceptable to residents.</p> <p>2.It would ruin the green sweep of The bay which Swansea City Council has created over many years of work which Residents adore, and should be located at a place well away from any sea park site and green foreshore.</p> <p>3 The promenade has become massively busier in the 2 last years and used more and more by pedestrians joggers, disabled, scooters children families and fast and slow cyclists and also illegal motorised e scooters and bikes. The land train on the prom not in operation during pandemic is a critical safety consideration. Pedestrians have huge safety fears of increased wheeled prom traffic, as do lido children. Toilets drugs safeguarding lido children from predators are historically criminal issues at Blackpill.</p> <p>4.Immediately affected local Residents have been afraid and not been given voice to contest the powerful pressure group.</p> <p>5.Immediate local Residents want a skate park for youth but anywhere on the foreshore near the promenade foot and cycle path is too dangerous, and detracts from our enjoyment and quality of life. It is unnecessary to site a any concrete skatepark which would attract all ages from far and wide even more so because of the beauty of a seafront location</p> <p>6. It brings nothing to any local businesses and although a skatepark is much needed, a ‘free’ skate park paid for by local residents is being pushed ahead by people from outside the area with a commercial use interest day and night over nearby residents.</p> <p>7. Swansea Council must not give away or even consider themselves the green promenade for a permanent concrete skate park of any size it would be ruined forever , it’s beautiful as it is and would be spoilt if you do.</p>

Response Number	City	Area	Comments
153	Swansea		Inappropriate use of this land (Skate Park welcome, but not in this location). Potential loophole for development of the site when the 25 year lease expires.
154	Swansea		<p>This site is totally unsuitable. The site offers no facilities for parking or the access for emergency vehicles in the event of the inevitable accidents which will occur during these high risk activities. The distance to the nearest parking area will mean that parent will drop off children causing chaos in the busiest road within the district of Swansea.</p> <p>This land is an iconic site, the vista towards the bay and Mumbles headland is the property of ALL and should not be blighted by ANY development.</p> <p>What are the arrangements for the payment of maintenance and security? In these very difficult financial times it is not appropriate to burden ratepayers with additional costs.</p>

Response Number	City	Area	Comments
158 Page 480	Swansea	West Cross	<p>I live adjacent to the Mumbles Road and the proposed site of the new Skate Park.</p> <p>Firstly, may I begin by saying that I applaud the decision of the Local Authority to provide new leisure facilities for young people and a Skate Park will certainly meet the needs of many. However, I cannot understand why this site has been selected for such a major development. Our seafront is beautiful and the envy of many. It should remain a place of beauty and not be overdeveloped. Much excellent work is undertaken by Swansea City Council to ensure that it remains well landscaped. Why would we want to build a large feature to deter from the views which people enjoy as they drive along?</p> <p>I am concerned that the proposed site, due to the nature of the activities happening there, if not screened off, will be a cause for traffic to slow down as motorists observe skating activity adjacent to an already slow moving road at certain points of the day.</p> <p>I am concerned that little thought has been given to parking and Llwynderw Drive and adjacent streets, a pleasant residential area, Residents will see a rise in the number of cars parking to enable parents to drop off users of the skate park. We already have a number of adult who park here when using the existing skate facility and this is likely to increase.</p> <p>I am concerned that there are no toilet facilities planned within the environs of the skate park. I have seen users of the existing skate park urinating in the adjacent trees as I have driven along the Mumbles Road. Surely this is not an acceptable welcome to tourists who are driving along to Oystermouth and beyond.</p> <p>I am concerned that the skate park will be an increasing draw for youths who will, from time to time, spend their evenings here unsupervised and drinking alcohol out of the gaze of adults. This is something I have reported to Police during the first Lockdown period.</p> <p>Please can consideration be given to moving this superb facility which is planned to a more appropriate site? Close to parking, close to toilet facilities and away from such a busy main road. The current thinking does not seem consistent with the usual care which our local councillors have given to retain the dignity of Swansea as a tourist attraction.</p>

Response Number	City	Area	Comments
156	UK Mainland		<p>I object to the proposed Skate Park in that location for 2 reasons.</p> <ol style="list-style-type: none"> 1. The prevalence of drug use/abuse and presence of County Lines in the neighbouring area, whereby those using the Skate Park would be easy soft targets for dealers, etc. 2. Safe access to the site/parking. The area around there is already prone to heavy traffic, accidents, and bottlenecks. Public transport to that area is minimal, resulting in skateboarders being dropped off/picked up. Those on school runs with designated drop off points, rarely do so considerately, and I can't see how this location would be able to accommodate increased footfall/traffic. <p>Overall, I believe there is merit in having a skate park, but not in that location, which I believe would be harmful and prejudicial to users and local residents alike. Safety and security are vital, to protect everyone's wellbeing.</p>

Neutral

Response Number	City	Area	Comments
157	Swansea		Please confirm that no trees will be lost in this development. Thanks

Agenda Item 13.



Report of the Chief Legal Officer

Cabinet – 21 January 2021

Exclusion of the Public

Purpose:	To consider whether the Public should be excluded from the following items of business.	
Policy Framework:	None.	
Consultation:	Legal.	
Recommendation(s):	It is recommended that:	
1)	The public be excluded from the meeting during consideration of the following item(s) of business on the grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Paragraphs listed below of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.	
	Item No.	Relevant Paragraphs in Schedule 12A
	14	13,14 & 16
	15	14
Report Author:	Democratic Services	
Finance Officer:	Not Applicable	
Legal Officer:	Tracey Meredith – Chief Legal Officer (Monitoring Officer)	

1. Introduction

- 1.1 Section 100A (4) of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, allows a Principal Council to pass a resolution excluding the public from a meeting during an item of business.
- 1.2 Such a resolution is dependant on whether it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item there would be disclosure to them of exempt information, as defined in section 100I of the Local Government Act 1972.

2. Exclusion of the Public / Public Interest Test

- 2.1 In order to comply with the above mentioned legislation, Cabinet will be requested to exclude the public from the meeting during consideration of the

item(s) of business identified in the recommendation(s) to the report on the grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Exclusion Paragraphs of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

- 2.2 Information which falls within paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended is exempt information if and so long as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- 2.3 The specific Exclusion Paragraphs and the Public Interest Tests to be applied are listed in **Appendix A**.
- 2.4 Where paragraph 16 of the Schedule 12A applies there is no public interest test. Councillors are able to consider whether they wish to waive their legal privilege in the information, however, given that this may place the Council in a position of risk, it is not something that should be done as a matter of routine.

3. Financial Implications

- 3.1 There are no financial implications associated with this report.

4. Legal Implications

- 4.1 The legislative provisions are set out in the report.
- 4.2 Councillors must consider with regard to each item of business set out in paragraph 2 of this report the following matters:
 - 4.2.1 Whether in relation to that item of business the information is capable of being exempt information, because it falls into one of the paragraphs set out in Schedule 12A of the Local Government Act 1972 as amended and reproduced in Appendix A to this report.
 - 4.2.2 If the information does fall within one or more of paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended, the public interest test as set out in paragraph 2.2 of this report.
 - 4.2.3 If the information falls within paragraph 16 of Schedule 12A of the Local Government Act 1972 in considering whether to exclude the public members are not required to apply the public interest test but must consider whether they wish to waive their privilege in relation to that item for any reason.

Background Papers: None.

Appendices: Appendix A – Public Interest Test.

Public Interest Test

No.	Relevant Paragraphs in Schedule 12A
12	Information relating to a particular individual.
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 12 should apply. Their view on the public interest test was that to make this information public would disclose personal data relating to an individual in contravention of the principles of the Data Protection Act. Because of this and since there did not appear to be an overwhelming public interest in requiring the disclosure of personal data they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
13	Information which is likely to reveal the identity of an individual.
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 13 should apply. Their view on the public interest test was that the individual involved was entitled to privacy and that there was no overriding public interest which required the disclosure of the individual's identity. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
14	Information relating to the financial or business affairs of any particular person (including the authority holding that information).
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 14 should apply. Their view on the public interest test was that:</p> <ul style="list-style-type: none"> a) Whilst they were mindful of the need to ensure the transparency and accountability of public authority for decisions taken by them in relation to the spending of public money, the right of a third party to the privacy of their financial / business affairs outweighed the need for that information to be made public; or b) Disclosure of the information would give an unfair advantage to tenderers for commercial contracts. <p>This information is not affected by any other statutory provision which requires the information to be publicly registered.</p> <p>On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>

No.	Relevant Paragraphs in Schedule 12A
15	<p>Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 15 should apply. Their view on the public interest test was that whilst they are mindful of the need to ensure that transparency and accountability of public authority for decisions taken by them they were satisfied that in this case disclosure of the information would prejudice the discussion in relation to labour relations to the disadvantage of the authority and inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
16	<p>Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.</p>
	<p>No public interest test.</p>
17	<p>Information which reveals that the authority proposes: (a) To give under any enactment a notice under or by virtue of which requirements are imposed on a person; or (b) To make an order or direction under any enactment.</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 17 should apply. Their view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by the public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
18	<p>Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime</p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 18 should apply. Their view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>

Agenda Item 14.

By virtue of paragraph(s) 13, 14, 16 of Schedule 12A
of the Local Government Act 1972
as amended by the Local Government (Access to
Information) (Variation) (Wales) Order 2007.

Document is Restricted

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Information) (Variation) (Wales) Order 2007.

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Agenda Item 15.

By virtue of paragraph(s) 14 of Schedule 12A
of the Local Government Act 1972
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Information) (Variation) (Wales) Order 2007.

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