

# Cheltenham Borough Council Cabinet

**Meeting date:** Tuesday, 26 May 2026

**Meeting time:** 6.00 pm

**Meeting venue:** Council Chamber - Municipal Offices

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## **Membership:**

Councillors Paul Baker, Flo Clucas, Rowena Hay, Peter Jeffries, Alisha Lewis, Izaak Tailford, Richard Pineger, Steve Harvey and Jamie Jamieson

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## **Important notice – filming, recording and broadcasting of Council meetings**

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## **SECTION 1 : PROCEDURAL MATTERS**

### **1 Apologies**

### **2 Declarations of interest**

### **3 Minutes of the last meeting (Pages 5 - 20)**

### **4 Public and Member Questions and Petitions**

Questions must be received no later than 12 noon on the seventh working day before the date of the meeting

## **SECTION 2 :THE COUNCIL**

*There are no matters referred to the Cabinet by the Council on this occasion*

## **SECTION 3 : OVERVIEW AND SCRUTINY COMMITTEE**

*There are no matters referred to the Cabinet by the Overview and Scrutiny Committee on this occasion*

## **SECTION 4 : OTHER COMMITTEES**

*There are no matters referred to the Cabinet by other Committees on this occasion*

## **SECTION 5 : REPORTS FROM CABINET MEMBERS AND/OR OFFICERS**

### **5 Leasehold Ownership Policy (Pages 21 - 60)**

Report of Cabinet Member for Housing and Customer Services

### **6 Award of rent support grant to voluntary sector organisation - Whaddon United Football Club (Pages 61 - 76)**

Report of Cabinet Member for Finance and Assets

## **SECTION 6 : BRIEFING SESSION**

- Leader and Cabinet Members

### **7 Briefing from Cabinet Members**

## **SECTION 7 : DECISIONS OF CABINET MEMBERS**

Member decisions taken since the last Cabinet meeting

**SECTION 8 : ANY OTHER ITEM(S) THAT THE LEADER DETERMINES TO BE URGENT AND REQUIRES A DECISION**

**SECTION 9 : LOCAL GOVERNMENT ACT 1972 - EXEMPT BUSINESS**

**8 Local Government Act 1972 - Exempt Business**

**The Cabinet is recommended to approve the following resolution:-**

“That in accordance with Section 100A(4) Local Government Act 1972 the public be excluded from the meeting for the remaining agenda items as it is likely that, in view of the nature of the business to be transacted or the nature of the proceedings, if members of the public are present there will be disclosed to them exempt information as defined in paragraph 3, Part (1) Schedule (12A) Local Government Act 1972, namely:

Paragraph 3; Information relating to the financial or business affairs of any particular person (including the authority holding that information)

**9 A Property Matter (Pages 77 - 90)**

Joint report of the Cabinet Member for Finance and Assets and the Cabinet Member for Major Development and Housing Delivery

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# Cheltenham Borough Council

## Cabinet

## Minutes

**Meeting date:** 14 April 2026

**Meeting time:** 6.00 pm - 6.50 pm

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**In attendance:**

**Councillors:**

Paul Baker, Mike Collins, Rowena Hay, Peter Jeffries, Alisha Lewis and Izaak Tailford

**Also in attendance:**

Claire Hughes (Director of Governance, Housing and Communities), Adele Taylor (Interim S151 Officer) and Richard Gibson (Head of Communities, Wellbeing and Partnerships)

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### 1 Apologies

Apologies were received from Councillors Atherstone, Clucas and Pineger.

### 2 Declarations of interest

There were none.

### 3 Minutes of the last meeting

The minutes of the meetings held on 24 February and 17 March were approved as true records and signed accordingly.

### 4 Public and Member Questions and Petitions

Five public questions had been received, with written responses published on the website:

### **1. Question from Jamal Rahman to Cabinet Member for Economic Development, Culture, Wellbeing and Public Realm, Councillor Izaak Tailford**

The Pittville Pump Room is one of the most, if not the most important and recognisable building within Cheltenham and it is essential to the culture of Cheltenham Spa. With that being said, it is closed regularly due to constant repairs with no large restoration programme in sight. Will the Council and the Councillors for Pittville recognise the cultural and economically benefits of the full restoration of the Pittville Pump Room, and can we see it fully restored in the near future?

#### **Cabinet Member response**

Thank you for the question. The council recognises the importance of the Pittville Pump Rooms and the wider historical property portfolio. A property of this unique prestige, age, and size commands a good maintenance regime as well as investment to ensure it is well maintained and accessible to residents and visitors alike. The council's team of professional experienced building surveyors lead on ensuring this has happened and assist in planning ahead to ensure the building is preserved for future generations through reactive, planned maintenance and capital programmes of work.

We are very fortunate that within the team of building surveyors one of our surveyors holds an IHBC (Institute of Historic Building Conservation) qualification, a widely acknowledged and difficult to attain qualification that gives us an excellent insight into building conservation techniques and best practices, providing a robust foundation to decision making processes in relation to our historic stock.

The council is currently investing £250,000 in a widely reported floor strengthening programme which is due to complete before the end of Spring. Decision on Cheltenham's Pittville Pump Room upgrade - Gloucestershire Live. This will allow the use of a Mobile Elevating Work Platform (MEWP) instead of scaffolding, to inspect the high-level ornate plasterwork and undertake works needed to preserve intricate features as well as enhancing visitor experience with the installation of a new ballroom floor to replace the previous floor which was worn and approaching end of life. In agreement with the building operator, The Cheltenham Trust, the building has been closed since January 2026 as this is one of their quieter times and we were keen to minimise business interruption for weddings, functions and other events.

In recent years, the council has invested thousands of pounds of both planned and reactive budgets into maintaining the various roof structures which sit above this unique asset. This includes flat roof replacement works, works to the dome and replacement slates to the pitched roofs. Furthermore, we have undertaken external stonework repairs, procuring craftspeople who have worked alongside National Trust and the Historic Palaces, in recognition of the importance of this work.

In 2018, the council invested £40,000 into an external fabric redecoration programme, this included timber repairs to the external windows, doors and joinery, repair and redecoration of rainwater goods and metal railings around the site. In collaboration with colleagues within the CBC Conservation Team and through desktop and physical research we were able to change the shade of paintwork colour to one more in keeping with what would have been the original colour.

The property team commissioned building condition surveys during 2020 and 2022 and these form the backbone of wider restoration programmes. The condition surveys are due to be renewed in 2026/27 and provide us with up-to-date information needed to build our planned maintenance programmes and prioritise our spend. Our experienced team of building surveyors undertake regular asset condition surveys which are risk based and carried out quarterly for our historic stock. This helps to build our knowledge and understanding as well as forming a 'sense check' on the information we already hold set out in the higher-level condition surveys. Our compliance tasks and regular servicing regimes also help to form our decision-making process, and a number of workstreams and projects arise because of remedial actions needed to ensure compliance.

Although the majority of works are planned, as a result of these regular reviews, occasionally buildings require some unforeseen maintenance works that have not been planned for, especially in relation to our historic stock. In 2024 there was a short period of closure to allow for plasterwork repairs to be undertaken following a high-level plasterwork survey at the Pump Rooms. Despite surveys taking place every two years, on this occasion there were areas of plasterwork deemed too unsafe to reopen the building until these remedial works were complete. For our planned maintenance tasks and day to day repairs, we work closely with The Cheltenham Trust, to ensure these works do not impact on opening times, requiring contractors to undertake works out of hours. We rely on the operator to ensure the building is open as regularly as possible, in line with a shared vision to enhance the visitor experience in the wonderful buildings which make our town a such a special place. The recent, well-received, Pop-Up Café was a great way to achieve this and have the Pump Room open and accessible to the public.

Thank you for bearing with me with this detailed answer, but I hope it highlights the large range of restoration and maintenance works that have already happened or are

ongoing. The Pittville Pump Room is a fabulous asset for our town and for our region, and we will continue to protect it for future generations.

## **2. Question from Jamal Rahman to Cabinet Member for Housing and Customer Services, Councillor Flo Clucas**

Homelessness has increased in Cheltenham in the past few years, with most people being attracted to both the Town Centre and also public parks like Pittville Park. We've seen an increase of anti-social behaviour, harassment, public drinking etc within Pittville Park which shouldn't be promoted in an area that is so culturally important to Cheltenham and such a great place for people to gather. What are the Council doing to get the homeless the support they need, whilst protecting our beloved places?

### **Cabinet Member response**

Thank you, Jamal Rahman, for your question.

I fully recognise the concerns you raise, and the impact that rough sleeping can have on public spaces. Cheltenham's parks and town centre are important community assets, and it is vital they remain safe, welcoming and accessible to all.

Homelessness, and rough sleeping in particular, are complex issues, often linked to a combination of factors, including mental ill-health, substance misuse and previous offending, with the root causes often going back to adverse childhood experiences.

Unfortunately, rough sleeping is a national challenge, with the estimated numbers of rough sleepers increasing again to a new peak for the UK in 2025.

Cheltenham is not immune to these challenges. Therefore, locally, we utilise a range of initiatives to reduce rough sleeping. These include access to:

- A county-wide commissioned 'Somewhere Safe to Stay hub' situated within Cheltenham for people who are rough sleeping. This is a direct-access, 'first-step' service providing short-term accommodation and support.
- A range of supported housing, from the County Council's commissioned Accommodation Based Support services for individuals with high support needs, through to lower-supported housing for individuals with fewer support needs.
- A dedicated number of self-contained 'Housing First' type homes within the Council's own housing stock, specifically for rough sleepers with multiple needs, and with support provided by the Council's housing management service, as well as Enhanced Housing Support Services, provided by P3 on our behalf.

In addition, we commission Julian House to provide Assertive Outreach Services in Cheltenham to work with rough sleepers and to encourage them to engage with relevant support and accommodation services.

We also jointly commission a multi-disciplinary team that works across the county to support individuals who are rough sleeping, or who are at high risk of rough sleeping, or who otherwise have complex mental ill-health, substance misuse and/or social care needs, and who struggle to engage with mainstream services. This team works

alongside housing, support services and the wider health and social care services, seeking to prevent crises from arising and rough sleeping from occurring.

Just one rough sleeper in our town is one too many, and I encourage anyone who is concerned about a rough sleeper to report their concerns by visiting the following website: [StreetLink](#). The Streetlink service will then send these details through to Julian House to investigate and to begin engaging with that rough sleeper if they are not already known.

Despite our best efforts to support rough sleepers from the streets, sometimes it is necessary to use enforcement powers. The Council therefore works across different teams to ensure that a coordinated approach is taken to tackling rough sleeping, calling upon enforcement action where there is clear evidence of anti-social behaviour, environmental harm or criminal activity, and working alongside our police services where necessary.

Rough sleeping continues to remain a challenging issue for the Council, but we remain committed to working with our partners to tackle this challenge by supporting vulnerable individuals, whilst also seeking to protect the spaces that are rightly valued by our communities.

### **3. Question from Emma Nelson to the Leader, Councillor Rowena Hay**

Enclosed with our recent council tax bill is a CBC information sheet including reference to the Resident Survey stating 82% of local people are satisfied with Cheltenham as a place to live. This survey was carried out by Enventure Research 2025 and a final 76-page report was published in October. The report refers to a sample of 426 on-line and 1,100 respondents.

What proportion of the total number of residents that *could* have responded does the number of actual respondents (including on line) represent and what was the cost to CBC of commissioning Enventure Research to complete the work and report?

#### **Cabinet Member response**

Thank you for your question, Emma.

Responses to the Resident Survey were gathered through a representative survey and an online open access survey.

The representative survey was conducted to provide a sample that was broadly representative of Cheltenham. The nature of this element of the resident survey meant that no more than 1,100 residents could take part.

Whilst this number sounds small, the use of representative surveys is established practice. The purpose of a representative survey is to use a small, carefully chosen sample of people to accurately represent the characteristics of a larger population. This means the results collected from the sample (in this case 1,100 residents) will

accurately reflect the results that would be achieved by interviewing the entire population.

Quotas for the representative survey were set on age, gender and area of Cheltenham, based on mid-year population estimates in 2022. The sample size of 1,100 respondents provided an accuracy of +/-2.9% at the 95% confidence interval. This means with a result of 50%, we can be 95% sure that if we interviewed all residents then the result would be between 47.1% and 52.9%.

The representative survey was conducted primarily using telephone interviews, but face-to-face interviews were also undertaken at various locations across Cheltenham town centre to ensure hard to reach residents were included, such as younger residents

.In order to achieve the required sample size of 1,100, Enventure Research will have contacted or tried to contact many more than 1,100 residents to find enough people willing to take part, who were of the right age, gender and geographic area to meet the parameters set by the quotas.

The online survey was an open access survey which everyone aged 16 and above who lived in the borough at the time could complete. It was promoted on the council's website and social media channels. This survey received 426 responses, which was an increase on the 246 responses received when the survey was run in 2022.

Information on the methodology can be found in the Resident Survey report, which is available on the council's website on the consultations page.

The cost to the council of commissioning Enventure Research to complete the work and the report was £23,750.

#### **4. Question from Gill Hewlett to Cabinet Member for Economic Development, Wellbeing, Culture and Public Realm, Councillor Izaak Tailford**

Many thanks for your reply to my question at the last meeting regarding graffiti in the town - it was really helpful and I am only sorry that I was unable to be at the meeting to follow it up. I particularly note the role played by Ubico, and your suggestion that I report graffiti so it can be logged and action requested; this is certainly something I will now do.

I would like to ask:

a) is graffiti ever removed without it reported by a member of the public? Do employees of Ubisco ever report graffiti? And,

b) how many incidences of graffiti have been logged in the last 6 months, and what were the timescales for removal of each? In fact, have all those logged been removed?

#### **Cabinet Member response**

Thank you for your follow-up question and for helping with reporting graffiti where you see it. It goes a long way into securing action, much like reporting potholes to the County Council Highways.

In answer to Part A, absolutely graffiti can be removed without a member of the public reporting it. Council officers, councillors and employees of Ubico can all report graffiti internally to get it on the system. Once on the system, it will be booked for removal by Ubico if on a public building, or if on privately owned buildings then alternative action will be taken such as issuing formal notices.

In answer to Part B, currently the officers who can access and present the detail are on annual leave, so I'd be happy to ask for this on their return and as workloads allow, to share at a later date.

### **5. Question from Gill Hewlett to Cabinet Member for Planning and Building Control, Councillor Mike Collins**

This week our MP, Max Wilkinson, was proud to have the government announce that the law would change to make all new builds more energy efficient by having solar panels as standard. Cheltenham is a town with many historic houses that are completely energy inefficient, particularly as windows and doors cannot be replaced cost effectively with modern solutions. I want to know what plans the council have to change the prohibitive planning restrictions to enable owners of regency properties to make energy efficient improvements to their properties and to thereby be instep with our MP?

#### **Cabinet Member response**

Thank you for your question.

The planning rules are not prohibitive in respect of energy improvement works to historic buildings; that is a mischaracterisation. Work to a listed or historic building must protect the historic significance and character of that building but this does not mean that renewable energy infrastructure nor carbon efficiency works are prohibited, rather that a different approach must be taken.

Conservation Officers at the borough council work to HEAN 18 - Historic England Advice Note 18 (Adapting Historic Buildings for Energy and Carbon Efficiency). HEAN 18 is a positive and proactive document which sets out how certain energy and carbon efficiencies can be achieved without (or by minimising) harm to historic and/or listed buildings.

Proposals to undertake works to listed buildings must be assessed on a case-by-case basis. In respect of the examples that you have given (solar panels and replacement windows), HEAN18 (and therefore Cheltenham Borough Council) is generally permissive of the installation of secondary glazing in historic buildings as an alternative to the installation of double glazing – this often outperforms double-

glazing in respect of thermal performance in any case. Furthermore, the replacement of modern windows or those which do not contribute to the architectural or historic interest of a building, with appropriate double glazing is generally supported.

In respect of solar panels, we recognise that these can be acceptable in some cases on historic and/or listed buildings depending on the nature of the building and the positioning of the panels. Again, we follow the approach advocated by HEAN 18 which is generally supportive of solar panels if these are hidden from view by virtue of a shallow pitch roof for example, an intervening parapet wall or within a valley; there are many historic buildings in the borough with these characteristics. Even panels which *are* visible can be supported in many cases (typically Grade II listed buildings) if positioned on a roof slope of less-prominence or significance.

Our Planning team provide a comprehensive listed building pre-application service for anyone interested in improving the energy efficiency of their listed or historic building.

None of the questioners were present to ask supplementary questions.

### **5 Damp and Mould Policy**

The Leader read out an introduction on behalf of the Cabinet Member for Housing and Customer Services, stating that the policy sets out actions to be taken in relation to damp and mould and what tenants need to know and how they can get help. She said we want to make sure that all our tenants are safe and warm in their homes, and know how to minimise the potential for damp in their homes too, with systems in place to deal with any issues and accessible to tenants without fear or concern.

A Member commented that although this policy is driven by legislation, we know that damp and mould is a significant problem, and with responsibility for 4-5k homes in the town, we need to set the bar high when looking after our tenants, setting a good and clear example for private landlords in Cheltenham and elsewhere. The policy educates all our tenants to help them understand how to tackle the problem and exercise their rights, and is an impressive piece of work.

### **RESOLVED THAT:**

- 1. the Damp and Mould Policy is approved**

## **6 Housing Health and Safety Rating System Policy**

In the absence of the Cabinet Member for Housing and Customer Services, the Leader presented her introduction, which began by stating that the Liberal Democrat council believes all council tenants should live in homes that are safe, warm, dry and well-maintained – that is the objective of this policy. She said that Awaab's Law, which followed the death of a young boy in home with black mould and damp not treated by the landlord, highlights the need for the HHSRS policy, and will allow tenants to know and understand what is covered by the safety rating system. All hazards will be clearly identified, together with advice on what tenants should do if things go wrong. We want tenants to feel they can raise issues, that these will be addressed, and the process that will be followed to address them.

She ended by saying that the policy had been approved by Cabinet Housing Committee, and is supported by tenants.

A Member welcomed the policy, which provides fundamental clarity and information for all tenants around critical safety issues, commenting that the input of Cabinet Housing Committee, which includes tenant representatives, should be highlighted – they have been involved in steering this policy and are very supportive.

Another Member asked whether the council is doing any comms on this and the other new housing-related policy, to send out a strong message to tenants and to raise the bar for private landlords who will be able to see what the council is doing. The Leader said she would follow up on this.

### **RESOLVED THAT:**

- 1. the Housing Health and Safety Rating System (HHSRS) Policy is approved**

## **7 No Child Left Behind Annual Report**

The Leader read an introduction prepared by the Cabinet Member for Safety and Communities, who was unable to be present. She began by thanking the NCLB officers, partner network, and NCLB strategic board and sub-groups who continue to push forward our collective efforts with fantastic results, positively impacting the lives of children, young people and their families year on year.

She also thanked CBC's Golden Valley partner HBD who kindly facilitated an outstanding and inspiring knowledge-sharing session with Sheffield City Council last month, but said it is sad to note that although the challenge areas have shifted slightly, our support initiatives are needed just as much as they were when NCLB was launched in 2018. Last year's Year of Youth Voice Action activities and partnership working culminated in rich intelligence helping us to address the challenges that are most important to young people, leading to the first ever

Changemaker Awards to celebrate the achievements of our young people, the opening of the very successful Youth Café at Smokey Joes in Cheltenham town centre, and the launch of a new Youth Activity Pass, which will be accessible to young people later this year, thanks to our partners Gloucestershire College and Cynam who have brought this web app development forward.

She said last summer's Party in the Park and the recent NCLB Awards Ceremony are excellent examples of outstanding community impact - thanks to our partners who make these events so special and thoroughly enjoyable.

Finally, she said the next challenge is to help address the growing issues of school attendance, engagement and mental health, working with schools, the county council and specialist community partners to provide additional support for children and their families through community-based solutions; with Members' approval today, we will collectively launch our Year of Education for All in September 2026.

Members welcomed the report and the important work done by NCLB to close the gaps for young people living in poverty in our town. They thanked officers across the whole council, past and present, for supporting this initiative and providing services beyond statutory requirements. They made the following comments:

- NCLB was launched in 2016, when the council started to go above and beyond to support children, young people and families who were falling behind as a result of failing services. Ten years on, there are still great gaps in education attainment, health and social welfare and more which the government should be addressing but doesn't appear to be. The council will continue to do all it can to support them but the government should start making inroads into the terrible statistics;
- it is impressive to see how The LibDem authority works closely with its outside partners to make things happen for the people of Cheltenham. The work of NCLB is clearly needed, and its great initiatives and partner working go a long way to filling the gaps;
- one of the strengths of CBC is its partnership working, not just looking to ourselves to get things done but to the wider partnership and community network. This is at the heart of NCLB's huge success.

### **RESOLVED THAT:**

- 1. the progress that has been made by No Child Left Behind in the past year is noted**
- 2. a Year of Action on Education for All will be undertaken, to run from September 2026 to September 2027 and that the proposed purpose, themes and activities will be consulted on.**
- 3. authority is delegated to the Head of Communities, wellbeing & partnerships, in consultation with the Cabinet Member Safety and**

**Communities, to develop a detailed plan for the Year of Action on Education for All**

**8 To adopt the Nature Recovery Supplementary Planning Document (SPD)**

The Cabinet Member for Planning and Building Control began by thanking the officer team who have produced this excellent piece of work, which contains a whole host of useful and relevant information. It provides clear guidance to ensure development in the borough protects and enhances biodiversity, in line with the Environment Act 2021, and is a material consideration for all proposals affecting biodiversity, trees, or green infrastructure, in support of the council's Key Priority 3. It establishes that early ecological assessment and nature-led design are essential and biodiversity net gain should be delivered on-site wherever feasible, with off-site provision only where clearly justified. It identifies long-term habitat management as critical to securing durable ecological outcomes, and concludes that integrating green and blue infrastructure offers a practical and achievable way for all scales of development to contribute to nature recovery. Finally, the SPD highlights that strengthened monitoring, reporting and enforcement are necessary to ensure that commitments made through the planning process are delivered in practice.

Members made the following comments:

- encouraging biodiversity net gain on site is very reassuring, as trees and planting in places where people live is one of things that makes Cheltenham such a good place to reside, as well as helping with well-balanced nature recovery;
- the recently-approved tree strategy has identified areas of Cheltenham without many trees and proposed an action plan to remedy this;
- although the SPD is only guidance, it will, like the Climate Change SPD, raise awareness amongst developers and applicants, giving them ideas about what to include in their applications to make them more climate and nature friendly and diverse. It is a good way to raise the bar and encourage people to do more than the minimum they have to do. Congratulations to all those involved on a really comprehensive piece of work.

The Cabinet Member for Planning and Building Control welcomed these positive and supportive comments, and agreed that the SPD will reinforce that developers, like the council, have a role to play in enhancing biodiversity.

**RESOLVED THAT:**

- 1. the Nature Recovery Supplementary Planning Document (Appendix 4) is approved for adoption;**
- 2. authority is delegated to the Director of Planning and Building Control, in consultation with the Cabinet Member for Planning and Building Control, to make any necessary minor amendments or corrections to the document prior to adoption.**

## **9 Private Sector Housing Enforcement Policy**

In her introduction, read out by the Leader, the Cabinet Member for Housing and Customer Services, welcomed the long-awaited Renters' Rights Act, after many years of campaigning, which creates a mechanism whereby private sector tenants will have the right to complain to the local authority if their landlord does not act properly and responsibly and expect action to sort out problems. The policy sets out how enforcement policies are aligned to the new legal framework, and how this will build new opportunities to change how things are done, meeting our statutory obligations as a council from 01 May, when the new duties come into force.

A Member welcomed the report and change in legislation, which will make a real difference to people living in below-standard private sector rented housing, with landlords who do not follow due process, who currently do not know where to go to report their concerns. It will help make sure all tenants have everything they need to be safe and secure.

### **RESOLVED THAT:**

- 1. the new Private Sector Housing Enforcement Policy at Appendix iii is approved, to take effect from 1<sup>st</sup> May 2026 with transitional arrangements of 6 months to allow the current corporate policy to operate to conclude legacy cases.**
- 2. the Head of Public Protection is authorised to take such actions and decisions as are necessary to facilitate the effective implementation and operation of the Authority's powers referred to in this report.**
- 3. the Head of Public Protection is authorised, in consultation with the Cabinet Member for Housing and Customer Services, to approve minor variations to the policy in line with any revised statutory guidance.**

## **10 Briefing from Cabinet Members**

The Cabinet Member for Economic Development, Wellbeing, Culture and Public Realm shared the following:

- he was delighted that the lease for Cheltenham's iconic Lido has been renewed for almost 100 years, and where other lidos are being closed or needing heavy investment to continue, ours is now protected for many generations to come. He thanked Julie and the fantastic team for all the work they do;
- he and Councillor Atherstone recently undertook an after-dark walk around the town centre with members of the Accessibility Forum, to experience for themselves the risks and hazards involved. The insight helps inform decisions by licensing, the safety team and town centre planning on what can be done to help residents and visitors, as well as work with BID and the county council to

make things as safe and manageable as possible. A town centre approach survey will be carried out soon after the election;

- the current Paula Rego exhibition at The Wilson is highly recommended – interesting art by an internationally renowned artist – and continues until 10 May;
- as this is the last Cabinet meeting before the election, thanks to all the fantastic offices, people and partner organisations – from Cheltenham Trust and Festivals to the volunteers in our parks and gardens – who help to make Cheltenham such an amazing place to live.

The Cabinet Member for Major Development and Housing Delivery said she recently had the privilege of visiting the Cherrington's site in Leckhampton, where beautiful bungalows and family homes are being built in a sought-after area. She said the focus is very much on investing in and creating homes which people will love and cherish for years to come, not only beautiful to look at but exceeding expectation and providing adaptable accommodation, including downstairs wet-rooms and wide, wheelchair-friendly doorframes, to support people through all phases of their lives. She thanked CBC's partners and the major development team, who are doing a great job in building houses across Cheltenham both big and small.

The Cabinet Member for Planning and Building Control said that with elections in a few weeks' time, it was good to take a moment to think about all the Liberal Democrats have achieved in the last few years – policies and reports, both updates and brand new – which will collectively leave Cheltenham an even better place than it was when they started.

The Cabinet Member for Waste, Recycling, Parks, Gardens and Green Open Space was happy to share several items which demonstrate what the council is doing to positively improve the ambience of the town:

- he is part of the panel for a public art project on the Honeybourne Line, with a £60k grant available for the winning applicant. Over 50 artists have applied, now shortlisted to ten; the standard is very high and the final decision will be extremely difficult, but we can definitely look forward to some really exciting public art on the Honeybourne Line very soon, following some good and informative public consultation;
- he has today attended a seminar about how to deal with and get rid of weeds using an electric weeding machine. These are much used on the continent, especially in Belgium and Holland, and he hopes to arrange a demonstration with Ubico to see if it is something CBC can use in the future to control weed growth on pavements and in gulleys, although there are likely to be pros and cons;
- congratulations to Georgie Bearder, a recent recruit to the greenspace team, who has just successfully passed all her exams with and is a fantastic asset to the team and to CBC;
- CBC has just completed our final community orchard in Naunton Park – it is great to be doing this, and good for biodiversity;
- work is also underway on improving the course of the Park Run in Pittville Park – this incredible event is attended by 600-700 runners and raises money for

- charities, but inevitably has resulted in wear and tear on the paths and the course – now being repaired, including the introduction of matting;
- on the street-cleaning side, we continue our rolling programme, asking people not to park on certain streets at certain times. This is proving very effective and many roads, including Evesham Road, York Street, St Luke's Road, Portland Square and College Road are benefitting, making a real difference to the cleanliness of the town by tackling these difficult-to-clean areas;
  - a programme to update all litter bins is being introduced, particularly in parks and the town centre, with bigger, more attractive bins, which are less attractive to seagulls.

The Cabinet Member for Finance and Assets had a number of items to report:

- thanks to officers, particularly the property team which has taken on so much work recently, with a new principal building surveyor appointed, the compliance work all on track, and the 2026-27 planned works programme now in full swing. This includes the floor-strengthening works at the Pittville Pump Room, which are well underway;
- as well as building new homes itself, he said that CBC also enables new homes to be built by its partners, with planning works and the disposal programme at the former Arle Nursery site in Old Gloucester Road completed last month, and Bromford Housing soon to start work on 171 vital new homes for the borough;
- CBC also owns some commercial units at Enterprise Way, all of which are now let, following successful lease negotiations and renewals;
- moving to finance, he said it is good to note that the 2024-25 accounts have now been signed off and will go to Audit, Compliance and Governance Committee soon in the final stage of the system. He noted a lot of questions and some concerns about the accounts at the budget council meeting, but said it is difficult to convey the amount of legislation and work that the council has to undertake, quite rightly, when guarding public. The legislation is extremely complex, and he would be adrift without the help and guidance of the property team and S151 officer;
- conversations are already underway for next year's accounts, turbo-charged in order to get ahead. This can be difficult, because there is a huge amount of information and we are dealing with public money, but we are making sure everything is transparent throughout;
- finally, regarding transparency, the finance team is having close conversations with the governance team, as the council receives a lot of information requests around finance. We are always looking for ways to ensure the process is smoother and more transparent, as this is crucial when managing public finances.

The Leader thanked everyone for their briefings. She gave special thanks to the Cabinet Member for Planning and Building Control for his contribution to Cabinet over the last few years and wished him well as Deputy Mayor for the next municipal year. She put on public record that Councillor Baker will move to that portfolio in the new Cabinet – he has many years of experience in planning and is ideally suited to

the role with big decisions coming up around the Strategic and Local Plan later this year.

Finally, as this is the last meeting of Cabinet before the elections, she gave huge thanks to all Members for their support and help over the last two years.

### **11 Cabinet Member Decisions since the last meeting**

There was one decision to share on this occasion:

**18 March:** Decision of Cabinet Member for Safety and Communities

To approve the revised proposals for the allocation of Household Support Fund 2025

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## Cheltenham Borough Council

### Cabinet – 26 May 2026

### Leasehold Ownership Policy

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**Accountable member:**

Cllr Flo Clucas, Cabinet Member for Housing and Customer Services

**Accountable officer:**

Matt Ward – Head of Housing Services

**Ward(s) affected:**

All wards

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**Key Decision:** No

**Executive summary:**

This policy outlines Cheltenham Borough Council's (CBC) approach to managing leasehold properties that it owns or manages. Its purpose is to ensure compliance with relevant legislation, promote transparency, and support positive and constructive relationships with leaseholders.

This policy provides information for leaseholders and staff involved in delivering services to leaseholders. This includes customer services, housing services, leasehold services, asset management, and property services.

CBC is committed to meeting its statutory duties and responsibilities under the terms of each lease. The Council will provide leaseholders with a high standard of customer care in the management and maintenance of their homes, including clear information about service charges and a full explanation of leaseholders' rights and responsibilities.

**Recommendations: That Cabinet:**

1. Approve the Leasehold Ownership Policy.

## 1. Implications

### 1.1 Financial, Property and Asset implications

Adoption of the policy will provide guidance to officers to ensure that they are complying with the relevant legislation and enable billing and recovery of any associated costs from leaseholders. There are no direct financial implications from a decision for this report.

**Signed off by:** Adele Taylor, Interim Section 151 Officer,  
[Adele.Taylor@cheltenham.gov.uk](mailto:Adele.Taylor@cheltenham.gov.uk)

### 1.2 Legal implications

Adoption of the policy will provide guidance to officers to ensure that they are complying with the relevant legislation.

**Signed off by:** Kaveena Dayalji, Senior Lawyer, [Kaveena.Dayalji@onelegal.org.uk](mailto:Kaveena.Dayalji@onelegal.org.uk)

### 1.3 Environmental and climate change implications

There are no direct environmental and climate change implications to consider for this report.

**Signed off by:** Maizy McCann, Climate Officer, [Maizy.mccann@cheltenham.gov.uk](mailto:Maizy.mccann@cheltenham.gov.uk)

### 1.4 Corporate Plan Priorities

This report contributes to the following Corporate Plan Priorities:

- Quality homes, safe and strong communities
- Reducing inequalities, supporting better outcomes
- Taking care of your money

### 1.5 Equality, Diversity and Inclusion Implications

An Equalities impact assessment has been completed for this policy and can be found in the appendices.

### 1.6 Performance management – monitoring and review

This policy will be reviewed every 3 years or in response to legislative changes.

Monitoring indicators include:

- i. Leaseholder forum feedback

- ii. Service charge recovery rate.
- iii. Disputes relating to annual service charges
- iv. Leaseholder complaints
- v. Tribunal outcomes.

Minor Amendments required will be made through delegated authority. Any amendments made because of operational process or Government legislation will be made through the local decision-making process.

Major changes to the policy will involve internal consultation with relevant offices, and teams.

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## **2 Background**

2.1 In general, the leasehold team oversees the general management of all CBC leasehold properties with support from other services including Housing Services, Asset Management, Property Services, One Legal and Repairs Services.

2.2 Leaseholders should be provided with a copy of the lease by the solicitor acting on behalf of the purchaser.

2.3 CBC will comply with legislation and in accordance with the Council's lease which is what the Leasehold Ownership Policy sets out.

2.4 Key information will be sent to new leaseholders in their welcome letter. At present CBC manages 428 Leasehold properties across its housing stock.

2.5 A lease agreement is a legally binding contract between a landlord (or freeholder) and a tenant (or leaseholder) that sets out the terms under which the tenant can occupy and use a property for a specified period. The specific lease and associated legislation take precedence over any conflict with this policy.

## **3 Reasons for recommendations**

3.1 To give clear guidance on the covenants of the councils leases to all leaseholders.

## **4 Alternative options considered**

4.1 Not applicable.

## **5 Consultation and feedback**

5.1 The Policy was reviewed by the Leasehold Forum on the 9<sup>th</sup> March 2026 and a small number of minor changes were made.

5.2 The Policy was reviewed by the Cabinet Housing Committee on the 1 April 2026 and recommended to Cabinet for approval.

## **6 Key risks**

6.1 Key risks are set out in the risk register at Appendix 1.

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### **Report author:**

Matt Ward, Head of Housing Services, [Matt.Ward@cheltenham.gov.uk](mailto:Matt.Ward@cheltenham.gov.uk)

### **Appendices:**

- i. Risk Assessment
- ii. Equality Impact Assessment – Screening
- iii. Leasehold Ownership Policy
- iv. Leasehold Ownership Policy Summary

### **Background information:**

N/A

**Appendix 1: Risk Assessment**

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
1	<p>This policy outlines Cheltenham Borough Council's (CBC) approach to managing leasehold properties that it owns or manages. Its purpose is to ensure compliance with relevant legislation, promote transparency, and support positive and constructive relationships with leaseholders.</p> <p>If the Council fails to adopt a clear policy then this could result in lost income or being taken to tribunal for failure to adhere to its covenants contained in the lease.</p>	Director of Governance, Housing and Communities	4	3	12	Reduce	Produce, approve and implement clear and robust policies and associated procedures.	Director of Governance, Housing and Communities	June 2026

**Appendix 2: Equality Impact Assessment (Screening)**

**STAGE 1 – Equality Screening**

**1. Identify the policy, project, function or service change**

**a. Person responsible for this EqIA**

Officer responsible: Matt Ward	Service Area: Housing Services
Title: Head of Housing Services	Date of assessment: 16/03/2026
Signature: <i>Matt Ward</i>	

**b. Is this a policy, function, strategy, service change or project?**

Policy

If other, please specify:

**c. Name of the policy, function, strategy, service change or project**

Leasehold Ownership Policy

Is this new or existing?

**New or proposed**

**Please specify reason for change or development of policy, function, strategy, service change or project**

The policy has been developed to demonstrate how the Council will comply with its leases to all leaseholders.

**d. What are the aims, objectives and intended outcomes and who is likely to benefit from it?**

Aims:	This policy outlines Cheltenham Borough Council's (CBC) approach to managing leasehold properties that it owns or manages. Its purpose is to ensure compliance with relevant legislation, promote transparency, and support positive and constructive relationships with leaseholders.
Objectives:	<p>The policy will cover that:</p> <ul style="list-style-type: none"> <li>▪ A lease agreement is a legally binding contract between a landlord (or freeholder) and a tenant (or leaseholder) that sets out the terms under which the tenant can occupy and use a property for a specified period. This policy outlines these terms.</li> </ul>

<p>Outcomes:</p>	<p>Leaseholders and staff will be aware of the Policy and ensure that all aspects are adhered to.</p>
<p>Benefits:</p>	<p>This policy should offer assurance to leaseholders that the council is meeting its legal obligations and is committed to dealing with leasehold management effectively.</p> <p>Employees of the Council can utilise this policy to ensure correct processes are utilised.</p>

**e. What are the expected impacts?**

Are there any aspects, including how it is delivered or accessed, that could have an impact on the lives of people, including employees and customers.

**No**

Do you expect the impacts to be positive or negative?

**No impact expected**

Please provide an explanation for your answer:

This policy is equally applicable to all leaseholders.

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## Cheltenham Borough Council Leasehold Ownership Policy

### Version control

**Document name:** Cheltenham Borough Council Leasehold Ownership Policy

Version: 1.0

Responsible officers

- David Adams - Leasehold & PRS Team Leader
- Matt Ward – Head of Housing Services

Approved by: Cabinet Housing Committee

Next review date: 1/4/2029

Retention period: 1 Year after policy update

### Revision history

Revision date	Version	Description
January 2026	1 draft	New Leasehold Policy

### Consultees

#### Internal

- Technical and Investment Team
- Responsive Repairs
- Finance
- Cabinet Member for Housing and Customer Services

#### External

- Leaseholders via the Leasehold Forum

### Distribution

Website

**Contents**

1. Introduction
2. Purpose and Scope
3. Aims
4. Documents and legislation
5. Definition
6. Policy statement
7. Lease
8. Service charge
9. Repairs and Major Works
10. Consultation and Emergency dispensation
11. Invoicing
12. Income Recovery
13. Legals
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15. Building Insurance
16. Communication and Engagement
17. Disputes and Complaints
18. Equality and Accessibility
19. Monitoring and Review
20. Data Protection
21. Glossary

## **1. Introduction**

Cheltenham Borough Council (CBC) is committed to meeting our responsibilities towards leaseholders under the terms of the lease agreement and providing them with high-quality management and maintenance service whilst demonstrating value for money.

## **2. Policy purpose and scope**

This policy outlines CBC's approach to managing leasehold properties that it owns or manages. Its purpose is to ensure compliance with relevant legislation, promote transparency, and support positive and constructive relationships with leaseholders.

This policy provides information for leaseholders and staff involved in delivering services to leaseholders. This includes customer services, housing services, leasehold services, asset management, and property services.

CBC is committed to meeting its statutory duties and responsibilities under the terms of each lease. The Council will provide leaseholders with a high standard of customer care in the management and maintenance of their homes, including clear information about service charges and a full explanation of leaseholders' rights and responsibilities.

Adoption of the policy will provide guidance to officers to ensure that they are complying with the relevant legislation.

### **Scope of the Policy**

This policy applies to:

1. Leasehold flats sold under the Right to Buy or Shared Ownership schemes.
2. Leasehold properties within mixed-tenure blocks.
3. Leaseholders of properties managed by Cheltenham Borough Council.
4. This policy does not include James Donovan Court which is unique lease with specific financial arrangements.

## **3. Policy aims**

The aims of this policy are as follows

- Set out the responsibilities and obligations of Cheltenham Borough Council (CBC) and leaseholders, in accordance with the terms of the generic lease and all relevant legislation.
- Ensure that CBC meets its responsibilities as the freeholder, as defined in the generic lease agreement between CBC and the leaseholder.
- Provide a clear framework for delivering an efficient, customer-focused leasehold management service that offers value for money and supports positive relationships with leaseholders.

#### **4. Related documents and legislation**

This policy should be read in conjunction with individual lease agreements issued at point of sale.

This policy has been written to consider the obligations with the current legislation and regulations, in particular:

##### **Legislation (Including and not limited to)**

Leasehold Reform, Housing and Urban Development Act 1993  
Commonhold and Leasehold Reform Act 2002  
Leasehold and Freehold Reform Act 2024  
Human Right Act 1998  
Landlord and Tenant Act 1985  
Housing Acts 1985, 1996, 2004  
Equality Act 2010  
Leasehold Reform (Ground Rent) Act 2022  
Regulatory Reform (Fire Safety) Order 2005, Fire Safety (England) Regulations 2022 and Fire Safety Act 2021  
Data protection Act 2018 and GDPR (UK General Data Protection Regulation).

##### **Other applicable documents**

- I. Individual lease agreement
- II. Right to Buy – a guide for local authorities
- III. Homes England
- IV. Shared Ownership

##### **Links to CBC policies**

The Leaseholder policy is linked to other housing policies, namely: • Repairs and Maintenance Policy • Tenancy and Estate Management Policy • Complaints Procedure • Anti-Social Behaviour Policy • Corporate Debt policy • Rent Setting and Collection Policy • Fire Safety Policy

### 5. Definitions For the purpose of this policy

<b>We, our, Us, CBC</b>	Refers to Cheltenham Borough Council.
<b>Property</b>	Refers to leasehold or shared ownership property, including outside areas that form part of the property such as gardens, patios, and balconies.
<b>Freeholder</b>	Is a person or organisation who owns the freehold to a piece of land or property in this case the freeholder is Cheltenham Borough Council.
<b>Leaseholder</b>	Is an individual who has purchased a property under a long term lease as a part of a block of flats, maisonette or is partly owned by CBC through a Shared Ownership Scheme.
<b>Rent</b>	Relates to the amount payable by the leaseholder on the unsold share.
<b>S20 Consultation</b>	A Section 20 consultation refers to the legal process that landlords must follow before conducting certain works or entering specific long-term contracts.
<b>Service charge</b>	As defined under Section 18 of Landlord and Tenant Act 1985 as an amount payable by a tenant for services, repairs, maintenance, improvements, or insurance with varies or vary according to the relevant costs.
<b>Repair</b>	This definition is implied through the way service charges cover maintenance and repairs of the building's communal parts, such as roofs, entrances, stairs, lifts, and external areas.
<b>Major Works</b>	Significant repairs, maintenance, or improvements to a building or estate that result in any individual leaseholder being charged more than £250 for their contribution. This threshold triggers the legal requirement for a Section 20 consultation under the Landlord and Tenant Act 1985.
<b>Ground rent</b>	<p>Ground rent is a payment made by a leaseholder to the freeholder for the right to live on and use the land on which the property sits.</p> <p>Since the implementation of The Leasehold Reform (Ground Rent) Act 2022 on 30 June 2022, ground rent can no longer be charged on new leases.</p>
<b>Lease</b>	Is a legal and binding document between CBC and the leaseholder which outlines the rights and duties of both parties. The terms of the lease have been established in accordance with legislative requirements and cannot be varied without express agreement and permission of CBC, the leaseholders and where applicable the mortgagee.
<b>Shared or communal areas</b>	Refers to internal and external areas which have shared access and used by all leaseholders or residents such as stairs, estates, grounds, drying areas, or other parts of the block or estate that are managed and maintained by CBC.
<b>First Tier Tribunal</b>	Processes applications appeals and reference relating to disputes over property and land.

## **6. Policy statement**

6.1 In general, the leasehold team oversees the general management of all CBC leasehold properties with support from other services including Housing Services, Asset Management, Property Services, One Legal and Repairs Services.

6.2 Leaseholder should be provided with a copy of the lease by the solicitor acting on behalf of the purchaser.

6.3 CBC will comply with legislation.

6.4 Key information will be sent to new leaseholders in their welcome letter.

## **7. Lease**

A lease agreement is a legally binding contract between a landlord (or freeholder) and a tenant (or leaseholder) that sets out the terms under which the tenant can occupy and use a property for a specified period. The specific lease and associated legislation takes precedence over any conflict with this policy.

### **Key Features of a Lease Agreement**

- **Property Description:** Specifies the part of the property being leased (often called the demised premises).
- **Lease Term:** States how long the lease lasts (e.g., 99 years, 125 years).
- **Rent & Charges:** Details the rent, ground rent (where applicable), service charges, and any other payments.
- **Rights & Responsibilities:** Outlines what each party can and must do (e.g., repair obligations, restrictions on alterations).
- **Use of Property:** Specifies permitted uses (e.g., residential only) and any restrictions.
- **Termination Conditions:** Includes clauses for ending the lease early (e.g., break clauses, forfeiture).
- **Legal Clauses:** Covers dispute resolution, indemnities, covenants, and other legal protections.

## **7.1 Leaseholder Rights and Responsibilities**

A residential lease is a legally binding contract between the leaseholder and the landlord/freeholder. It sets out what each party must and must not do.

7.1.1 Leaseholders must:

- a. Pay ground rent (where applicable), service charges, and major works contributions as per lease terms.
- b. Maintain the interior of their property.
- c. Comply with lease conditions (e.g. subletting, alterations).

7.1.2 CBC will:

- a. Provide clear service charge breakdowns annually.
- b. Consult leaseholders under Section 20 process for qualifying works.
- c. Respond to queries and complaints within published timescales.
- d. Offer lease extension and enfranchisement options in line with legislation.

## **8. Service Charges**

A service charge is an amount payable by tenants or leaseholders for services, repairs, maintenance, improvements, insurance, and management costs, as defined in UK housing legislation.

CBC will adhere to statutory requirements in delivering and charging services to our leaseholders and follow relevant legal and regulatory framework. Service charges will comply with the provisions set out in the Landlord and Tenant Act 1985 and 1987(as amended). Service charges are issued once a year, based on the actual costs for providing the services to the block or estate. The corporate terms of payment for invoices are 14 days. However, at the council's discretion and where justified, this period may be extended to a maximum of 12 months.

As a part of this process CBC will:

8.1 Provide leaseholders with Notice of Rights with demands.

8.1.2 CBC will offer a range of payment terms which include direct debit, standing order or direct payments via website or contact centre.

8.1.3 Charges will be fair, transparent, and reflect actual costs. Service charges are issued in accordance with the lease annually in arrears, so they reflect actual costs. The exemption to this is the building insurance which is payable in advance and is included in the annual service charge invoice.

8.2 Service charge can include the following components.

- 8.2.1 **Building Insurance** This reflects costs to provide insurance cover and is payable in advance. These charges are reviewed regularly and procurement and reflect rebuild values that are reviewed annually.
- 8.2.2 **Repairs Reactive or day-to-day** repairs under £250 are included in the service charge.
- 8.2.3 **Ground maintenance** CBC provides ground maintenance, and this is reviewed on an annual basis. The costs of providing the service are based on the sqm of the area associated with the block or property.
- 8.2.4 **Cleaning** This is provided by estate maintenance department and determined by the time allocation. This is reviewed on an annual basis.
- 8.2.5 **Heating and Lighting** Electricity for communal areas or Communal heating or water supply (if applicable).
- 8.2.6 **Health and Safety compliance** These services ensure the building is legally compliant, safe for occupation, and appropriately maintained. These include Fire Safety, Asbestos Management and Emergency lighting test of the communal area.
- 8.2.7 **Management fees and administration fees** These fees are calculated based on the time required to provide services from all the relevant departments. This is reviewed on an annual basis.

## 8.4 Calculations, Communication, Invoicing and Disputes

### 8.4.1 Calculations

Service charges are payments from leaseholders to cover their proportion of costs incurred by CBC in managing, maintaining, repairing, and providing services to the building and communal areas. This relates to the leaseholder's individual property. For example, if there are 6 flats in a block, the leaseholder will pay 1/6<sup>th</sup> of the costs associated with the communal areas or structure.

- CBC ensures transparency, consistency, and compliance with lease obligations and relevant legislation.
- Service charge calculations are determined by the terms of the individual lease, which is the legally binding agreement between the landlord and the leaseholder.
- CBC will provide leaseholders with accurate and timely information about service charges, including a breakdown of attributed costs.

The lease sets out:

- Which services the landlord must provide.
- Which costs the landlord is entitled to recover.
- How the cost is apportioned between leaseholders.

The method of apportionment may include:

- A fraction or share (e.g., 1/12th for twelve identical flats).
- A reasonable proportion, where no fixed method is specified.

CBC must follow the method stated in the lease. Service charges include the reasonable cost of services required to manage and maintain the building.

Service charges will vary between building and estates because of:

- Age and condition of the building.
- Presence of lifts, gardens, car parks, or a concierge.
- Health & safety obligations.
- Major works cycles.
- The specific terms of the lease.

#### **8.4.2 Additional charges**

CBC may charge leaseholders an additional cost for supplementary work. Examples of these can include but not limited to consent approval, copies of lease, management packs, and legal costs.

#### **8.4.3 Communication with Residents relating to annual service charge**

Residents will receive an annual service charge statement issued annually between June and August. This will include:

- Breakdown of repairs completed and the apportioned charge.
- Clear explanations of any increases.
- A written demand.
- A breakdown of costs by individual service component.
- A statutory Summary of Rights and Obligations is a legal document that must, by law, accompany every service charge demand issued to a leaseholder or tenant in England.

### 8.4.3 Invoicing for Service charges

CBC appreciates that leaseholders may be concerned about the prospect of receiving sizable bills in respect to their contribution towards service charges and “major works.”

Type of Invoice	Frequency
Service charge, Repairs and Building Insurance	Annually between June to August
Ground rent	Annually between June to August

- Invoices are issued in accordance with the lease and payment will then become due within 14 days.
- Payment plans are offered according to the type of invoice.
- Financial guidance is offered via Money Benefits Advice Team.

If the Council is unable to include the costs of all elements of the Major Works within the financial year in which the works were completed, the costs may be included in the service charge invoice for the following financial year provided the invoice demanding payment for the works is not dated more than 18 months after the costs were incurred in accordance with the Landlord and Tenant Act 1985.

### 8.6.4 Disputes

If a leaseholder wishes to dispute or query the whole or part of their annual service charge or major works invoice, they should contact the leasehold team.

- A schedule will then be sent to the leaseholder this will enable the leaseholder to identify the service charges which are not in dispute and should be paid.
- The leaseholder should identify the charges which are in dispute and why. This should be done upon receipt of the invoice or non-delivery of a service. The Council expects that charges not in dispute will be paid within 14 days of the invoice.

A leaseholder can follow the CBC complaints procedure if they disagree with the outcome of the dispute raised. After exhausting the Councils internal complaints procedure, if the leaseholder is still unsatisfied with any element of their service charge bill or major works an application for a final decision from the First Tier Tribunal (FTT) Property Chamber may be pursued.

## 9 Repairs and Major Works

A repair is routine work that is completed to keep communal areas and building elements in good working order, such as fixing leaks, repairing lighting, maintaining lifts, and general cleaning or upkeep. In contrast, major works are significant building projects, such as roof replacements, external decoration, or structural repairs.

If the cost to any leaseholder exceeds £250 for either a repair or major works, CBC must complete a Section 20 consultation before the works begin. The exception to this requirement is emergency works or urgent repairs needed to address an immediate risk to health, safety, security, or the structural integrity of the building.

Emergency works must be completed without delay to prevent danger, safeguard residents, or stop severe damage from occurring. These works differ from routine repairs because they cannot be postponed and must be addressed immediately to keep the building safe. Please refer to Section 10 for further details regarding S20 dispensation for emergency works.

### 9.1 Repairs

All repairs completed to the structure, block or estate are recovered through the annual service charge. Any costs under £250 per leaseholder per repair does not need formal consultation. These charges are collected in arrears, meaning leaseholders contribute after the costs have been incurred, in accordance with the lease and service charge regulations. Leaseholders are responsible for the maintenance and repair of the internal areas of their own property.

CBC is responsible for:

- Maintenance and repairs to communal parts, such as entrances, stairs, roofs, walls, and shared facilities.
- Upkeep of shared services, including communal lighting, door entry systems, and general building maintenance.
- Routine servicing and repairs to items such as lifts, fire alarms, water pumps, and communal mechanical/electrical equipment.
- Cleaning and grounds maintenance to ensure communal areas remain safe, tidy, and usable.
- Ensuring all repairs restore items to their original working condition; repairs do not upgrade or improve components beyond their previous state.
- Completing repairs raised via the Customer Services team using either appointed contractors or CBC's in-house maintenance team.

CBC will maintain the external fabric/structure of the building and communal areas, in accordance with the lease and obligation for repairs and general maintenance of the building which are covered through the service charge or planned works.

Repairs and maintenance for shared or communal areas are completed by CBC, or by appointed contractors. Leaseholders or occupiers should report any repairs directly to our customer service department.

Under the terms of the lease, leaseholders will be charged for the relevant share of the cost incurred. CBC will consult with leaseholders if they are more than £250.00 per property. Please see section 10.

## **9.2 Major Works**

Major works (also called *qualifying works*) are significant, larger-scale repairs, maintenance, or improvements to a building structure/block or estate. These works go beyond day-to-day repairs and typically involve substantial labour, materials, or specialist contractors.

Cheltenham Borough Council (CBC) will ensure that leaseholders are fully consulted in compliance with Section 20 of the Landlord and Tenant Act 1985 when the cost to any individual leaseholder exceeds £250. This requires CBC to consult leaseholders on proposed qualifying major works or improvements they are required to contribute towards, as well as proposed changes to long-term agreements.

The only exception to full consultation for either repairs or major works is emergency, where urgent action is required to protect health, safety, security, or prevent serious structural damage.

Major works typically include:

- Roof replacements or major roof repairs.
- External decoration (painting, rendering, etc.).
- Structural repairs to walls, balconies, or foundations.
- Fire safety remedial works such as cladding, fire doors, alarms, or compartmentation.
- Window replacements or large-scale repair programmes.
- Lift refurbishment or replacement.
- Work delivered under long-term contracts costing over £100 per leaseholder per year (e.g., grounds maintenance or building maintenance contracts).

## **9.3 Asset management**

Asset management ensure that CBC housing stock is safe, sustainable, and fit for future needs.

The responsibility includes:

- Ensure homes are safe, warm, and sustainable.
- Align with corporate and financial plans.
- Support resident wellbeing and community resilience.
- Adapt to regulatory changes.
- Delivering value for money.

Key responsibilities include:

- Stock condition surveys and lifecycle modelling.
- Planned and reactive maintenance.
- Compliance with building safety, fire regulations, and decarbonisation targets.
- Energy efficiency upgrades.
- Tenant engagement and satisfaction.
- Data management.

#### **9.4 Planned Works Program**

Planned maintenance and major works include renewal, repairs and maintenance to the building planned for in advance. Contributions are dependent on the terms of the lease and payments towards the cost of this work are as a service charge.

The maintenance program is reviewed annually and based on budgetary and priorities identified by CBC and external factors.

#### **9.5 Procurement and Tender process**

Under the Procurement Act 2023, public sector procurement—including housing—is guided by four statutory objectives: delivering value for money, maximising public benefit, sharing information to allow suppliers to understand the contracting authority's procurement policies and decisions (supporting transparency), and acting with integrity. Contracting authorities must have regard to these objectives when awarding contracts, but also consider flexibility, social value, environmental sustainability, economic impact, and community wellbeing.

When undertaking a procurement, CBC must comply with its own Contract Rules (set out in the Constitution) and the Procurement Act 2023. Details of the different procurement options available, and how best value for residents is achieved, are contained within those Contract Rules, accompanying guidance and CBC's procurement strategy.

#### **9.6 Direct Awards**

The Procurement Act 2023 permits a direct award in limited situations. A direct award is when a public contract above the relevant value is granted without a competitive tender, directly to the supplier chosen by the council. The circumstances in which a direct award may be permitted is set out in CBC's contract rules and procurement guidance.

## 10 Section 20 Consultation

Section 20 consultation is a legal process that CBC must follow before completing major works or entering into long-term contracts where costs payable by Leaseholders through service charges exceed specified thresholds.

This requirement comes from Section 20 of the Landlord and Tenant Act 1985, as amended by later legislation.

CBC has a duty to consult with leaseholders when completing works to a block where these works will result in a charge to any one leaseholder more than a certain amount, currently £250, as per paragraph 6 of The Service Charges (Consultation Requirements) England Regulations 2003.

Section 20 consultation is designed to:

- Ensure transparency about major costs.
- Give leaseholders a chance to comment.
- Allow leaseholders to nominate contractors where appropriate.
- Protect leaseholders from unreasonable or unexpected bills.

If the landlord does not consult properly, leaseholders' contributions may be capped, regardless of the actual cost of the works.

The leasehold management team will complete an internal verification process in partnership with the technical investment team or Repair Management Surveyor to outline the scope of the works and information needed for leaseholders to complete the consultation documentation.

### The Three Stages of formal Section 20 Consultation

The consultation process is completed in three formal stages:

#### 1. Notice of Intention

This informs leaseholders that the landlord intends to enter into an agreement to complete major works.. It must include:

- Description of proposed works.
- Reasons for why the proposed works is considered necessary
- Invitation for comments/observations from leaseholders
- Opportunity for leaseholders to nominate contractors.

Leaseholders have **30 days** to respond.

## **2. Notice of Estimates**

Once estimates are received:

- Provide at least two estimates (including one that may have been received from any nominated contractor)
- One estimate should be from a contractor unconnected to the landlord.
- All leaseholder comments from stage 1 must be summarised.
- Leaseholders get another 30 day feedback period.

## **3. Notice of Reasons / Award of Contract**

The landlord must notify leaseholders of:

- The chosen contractor. The reasons for the choice (if not the lowest estimate).
- Summarising observations made on the estimates, and setting out the landlord's response to observations.
- The expected start date and scope.

A Section 20 Notice will include all information as follows:

- A description of the works, or details of the place and hours at which a description of the works may be inspected.
- Reasons why it is considered necessary to complete the works.
- An estimate of the total amount per block.
- The address to which comments or observations to the work should be sent.
- The due date on which the consultation period ends (30 full days from date on the Section 20 Notice).

### **1.1 Long Term Agreements**

A Qualifying Long Term Agreement is any agreement entered into by a landlord for a term of more than 12 months for the provision of services, supplies, or works to a building or estate where leaseholders contribute via service charges. It is triggered when a Qualifying Long Term Agreement would result in any leaseholder contributing more than £100 in any 12 month accounting period.

Examples include cleaning contracts, Grounds maintenance Lift servicing Fire safety systems maintenance.

## The Section 20 Consultation Process for Long-Term Agreements

The process is typically broken into three stages:

- Stage 1: Notice of Intention  
Inform leaseholders of the intention to enter into a qualifying long term agreement.  
Explain the reasons and invite comments within consultation period.  
Allow leaseholders to nominate contractors from whom the landlord should try to obtain an estimate.
- Stage 2: Notification of Proposal  
Provide at least two estimates (including one that may have been received from any nominated contractor if applicable).  
Give details of the estimates in the proposal notice.  
Include a summary of comments from stage 1 and the Landlord's response.  
Invite observations on the estimates.  
Details on how to view the documentation times and location, will be included in the proposal.
- Stage 3: Notification of Award  
Within 21 days of entering into agreement, inform leaseholders of the chosen contractor.  
Explain why they were selected, especially if not the lowest bid or a nominated contractor.  
Summarise any further observations received and respond to them.

Each stage must allow at least 30 days for leaseholders to respond.

### **10.2 Works under a Long-Term Qualifying Agreement**

If works which will cost more than £250 for any leaseholder are identified to a block that will use an existing long term qualifying agreement contractor, leaseholders will be sent a Notice of Estimates which will include:

- A description of the works, or details of the place and hours at which a description of the works may be inspected.
- Reasons why it is considered necessary to complete the works.
- An estimate of the total amount per block.
- The address to which comments or observations to the work should be sent.
- The due date on which the consultation period ends (30 full days from date on the Section 20 Notice).

### 10.3 Emergency Repairs & Section 20 Dispensation

Under landlord and tenant legislation, landlords usually must complete a **Section 20 (S20) consultation** with leaseholders if any works will cost an individual leaseholder more than **£250**. However, *emergency works* are treated differently because they are urgent and cannot be delayed.

#### What Are “Emergency Works”?

Emergency works are repairs or actions that must be completed immediately to:

- prevent danger to residents.
- avoid structural damage to the building.
- protect health and safety.
- avoid significant further deterioration.

#### Examples of emergency works

- Fixing a burst water main flooding communal area.
- Making a building safe after storm or fire damage.
- Emergency scaffolding to prevent falling masonry.
- Repairing a lift failure affecting vulnerable residents.
- Electrical failures posing fire or safety risks.

These are works that **cannot wait** for the normal Section 20 consultation process.

#### Emergency works can proceed without full consultation.

Landlords are legally allowed to complete urgent repairs **immediately**, even if the cost will exceed £250 per leaseholder. Dispensation form is to be signed off by relevant by Head of Service to confirm the charge for the individual leaseholders.

#### ✓ But landlords still must serve a Section 20 Notice of Reasons if the full cost will be recovered Cheltenham Borough Council

This explains:

- what the reason for the emergency.
- why the works could not be delayed.
- why consultation was not practical.

This notice is part of the landlord’s legal duty to remain transparent and accountable.

## 11 Major Works invoicing

Invoices relating to Major works are issued once the works have been completed when the actual cost is known and the final invoice from the contractor has been paid. For large projects, leaseholders will have already received:

- A Section 20 consultation (if required)
- An estimate of their contribution in advance (where possible)

The leaseholder will typically receive:

- A formal invoice from CBC.
- Total cost of the works.
- Leaseholder's percentage or proportionate share.
- A breakdown of the final cost.
- Information on how to make payment.
- Any supporting documents upon request (e.g., summaries of costs).
- Payment plan options.

## 12 Income Recovery

It is a condition of the lease to pay service charge and invoices on time, or enter into a formal payment plan to meet the obligation under the lease agreement.

- I. CBC will proactively follow income recovery policy
- II. If the leaseholder has a mortgage company, payment requests direct to the lender to clear any balances and leaseholder(s) will be advised of this process and the consequences.
- III. Any balances or outstanding planned maintenance charges must be paid prior to sale of property and have an undertaking by the legal representative.
- IV. Payment agreement terms will be determined by the value of the planned maintenance invoice. Service charge invoices should be paid by leaseholders within 12 months of issue or maximum of 36 months for major works invoices.
- V. CBC encourages leaseholders to contact us if they are struggling to meet their commitment and prevent accumulation of arrears. Support and Guidance will be offered to leaseholders via the inhouse Money Benefit Advice Team.
- VI. Dispute resolution should follow the process if a leaseholder disagrees or disputes a charge.
- VII. CBC will only take legal action where appropriate and if we have exhausted all other recovery options.

## **13 Legals**

### **13.1 Assignments and Resales**

- I. Initial sales to tenants under Right to Buy will follow guidance provided by the Department of Levelling up, Housing and Communities.
- II. Leaseholders are required to offer to sell their home back to the Council if they purchased it under Right to Buy. If a flat was originally sold through Right to Buy, the leaseholder that initially purchased the property must offer the property back to Cheltenham Borough Council first if they want to sell within the first 10 years of ownership.
- III. This comes from Section 156A of the Housing Act 1985.
  - Applies for 10 years from the date of initial purchase.
  - The owner must offer it back at market value, based on a RICS valuation.
  - The council has 8 weeks to decide if they want to buy it back.
- IV. Leaseholders are obliged to follow the lease agreement along with their nominated legal representative and comply with all relevant legislation requirements.
- V. All notices served to the leaseholder must be passed onto the legal representative for inclusion in the leasehold management pack.
- VI. New leasehold representative is required to notify CBC of sale by Notice of Transfer within one month of completion. All charges to the last record leaseholder will be valid until this notice is received. Administration fees will apply.
- VII. A leaseholder may also have to pay to the Council a proportion of the Right to Buy discount they received at the time of purchase from the Council, if they sell the Property within the first five years of buying the Property.

### **13.2 Remortgage**

If the leaseholder wishes to change mortgage or further advances the new lender may wish to have consent under the lease. There is no mortgage protection clause in CBC flats that have been sold under Right to Buy. Administration fees will apply.

### **13.3 Death**

- I. In the event of a death of a joint leaseholder, the property is automatically transferred to the surviving leaseholder.
- II. Where there is a single leaseholder, the family or legal representative to follow probate and administer any wills.
- III. Estate, Family, or remaining leaseholder should provide death certificate to update CBC housing records.
- IV. All outstanding charges will remain with the property until sold.

### **13.4 Transfer**

In the event of a legal change of ownership, the leaseholder or legal representative must ensure that the correct notice is served on CBC.

- I. If CBC does not receive the correct notice the current leaseholder is liable for all costs.
- II. All outstanding balances must be cleared before CBC can accepted the Notice.
- III. Administration fees apply.

### **13.5 Improvements and alterations**

Leaseholders are solely responsible for the maintenance and repairs to their property, however, must obtain permission before altering or installing any new fittings such as bathrooms and kitchens.

- I. Any home improvement must meet planning or building regulation prior to requesting permission.
- II. Leaseholders will not be given permission for health and safety risk, if it will make the property dangerous, correct legal permission obtained or encroachment of land. This is not an exhaustive list, and decision to provide consent will be considered on a case-by-case basis.
- III. Failure to obtain consent will constitute a breach of the lease.
- IV. Administration fees may apply.

### **13.6 Forfeiture and Repossession**

Forfeiture is the legal process that allows a landlord (CBC) to bring a lease to an end because the leaseholder has seriously breached the terms of their lease. Repossession is the outcome of forfeiture—meaning the Council legally recovers possession of the property.

This is the most severe action a landlord can take and is always used as a last resort. CBC will only consider legal possession action where there is a breach of a lease or non- payment of associated costs where;

- I. No other reasonable alternative.
- II. All avenues to communicate with leaseholder have been exhausted.
- III. All recovery actions have been taken.
- IV. Mortgage Lender has been contacted.
- V. There is immediate danger to property or other residents if legal intervention is not taken.

### 13.7 Occupancy and Subletting

Subletting is when a leaseholder rents out their flat (or part of it) to another person — known as a sub-tenant. The leaseholder remains the legal owner, but someone else lives in the property under a tenancy created by the leaseholder. There are no restrictions that prohibit a leaseholder from subletting a property once they are the owner. However, as a landlord the leaseholder is responsible for the tenant or occupant and ensuring their safety and the other neighbours in the block.

The key principles for subletting arrangement are:

- I. Leaseholders must notify us of their intention to sublet their property.
- II. Leaseholder remains the owner and point of contact for CBC and responsible for all costs associated with the property.
- III. As a landlord, the leaseholder must comply with all rules and regulations.
- IV. Leaseholder is responsible for consent from mortgage company.
- V. Leaseholder is responsible for all breaches associated with the subletting.
- VI. Leaseholder is responsible for regular maintenance and inspections and must report any communal repair needs.
- VII. Leaseholder must ensure all health and safety certifications are completed in line with legislation. Such as Gas and Electrical checks.

For health and safety and the purpose of management, we need to know the terms of the occupancy and contact details of any residents.

### 13.8 Enforcement and Breaches

Enforcement and breaches refer to how CBC responds when a leaseholder does not comply with the terms of their lease. A *breach* occurs when a leaseholder fails to comply with one or more of the obligations set out in their lease agreement. Enforcement is the action that CBC may take to resolve the issue and ensure compliance.

Appropriate action will be taken where a leaseholder is in breach of their lease agreement, examples included but not limited to;

- i. Nonpayment of service charge or major works invoice.
- ii. Anti-Social Behaviour.
- iii. Failure to maintain property or damage communal areas.
- iv. Encroachment of communal grounds such as creating a car park, fencing off a communal garden, or building structure such as loft or attic space.

Enforcement action may include the following steps

1. Direct contact.
2. Formal and informal written communication.
3. Legal action.

### **13.9 Anti-Social Behaviour**

CBC recognizes the negative impact of Anti-Social Behaviour and has a separate policy to cover all residents.

Legal proceedings will only be considered if;

- i. Staff have taken appropriate action to resolve the matter.
- ii. There is a danger to property or individuals.
- iii. Direct threats have been made to staff or residents with police/legal involvement.
- iv. Leaseholder has been warned of breaches.
- v. No other alternative available.

Where legal action is enforced, CBC may recover all costs relating to solicitors or other associated costs. This may include administration fee for work completed by CBC or its representatives.

### **13.10 Extension of lease**

Most leaseholders have the right to extend their lease under the terms of the Leasehold Reform Housing and Urban Development Act (1993).

Leaseholders have the right to extend the terms of the lease and can apply for a new lease at any time if they meet certain conditions.

The terms of the lease can only be varied by specific agreement between the parties to the lease, and mortgagee, or through order by First Tier Tribunal. This must be mutual consent.

The leasehold team can provide guidance for leaseholders regarding this matter.

### **13.11 Enfranchisement**

Enfranchisement is the legal right that allows qualifying leaseholders to buy the freehold of their building collectively. This process is known as collective enfranchisement.

It gives leaseholders the power to force the sale of the freehold, even if the freeholder does not wish to sell, provided the building and the leaseholders meet the legal criteria. Subject to conditions, leaseholders of flats may have the right to collective enfranchisement if they and the building in which they live qualifies. There are excluded leases under Leasehold Reform Act 1967, 1993 and 2002.

You would be expected to seek independent legal advice prior to serving notice to CBC.

### **13.12 Ground Rent**

Ground rent is a payment made by a leaseholder to the freeholder simply for the right to occupy the land on which the property stands. It is usually an annual charge set out in the lease. Ground rent is not a payment for services, and the landlord does not have to provide anything in return. This is invoices separately to service charge annually. New leases or those that have been extended are exempt under the provisions of the Leasehold Reform (Ground Rent) Act 2022.

This is a nominal sum that is invoiced separately which is charged separately in addition to the annual service charge bill. Since the implementation of The Leasehold Reform (Ground Rent) Act 2022 on 30 June 2022, ground rent can no longer be charged on new leases.

### **13.13 Pets**

If a leaseholder wishes to keep a pet they must seek and obtain our written permission in accordance with their lease agreement. Permission is reviewed regularly and will not be granted for any animal classified under dangerous wild animal act 1976 or livestock.

## **14 Health and Safety**

CBC takes Health and Safety compliance seriously and ensure the building is legally compliant, safe for occupation, and appropriately maintained. These include Fire Safety, Asbestos Management and Emergency lighting test of the communal area.

### **14.1 Compliance**

It is the responsibility of the leaseholder to ensure that all gas and appliances such as boilers are regularly serviced in accordance with the manufacturer's instructions.

Failure to do so put all residents at risk and could invalidate building insurance. For this reason, CBC may request certification at any time. If you are sublet your home, you are classed as a landlord you must ensure that comply with the appropriate legislation.

Leaseholders must ensure that all smoke alarms within the property are working and replace them where they are faulty.

### **14.2 Storage**

Where a property forms a part of a block, leaseholders must not store any items in the communal areas, shared spaces, corridors or building exits or entrances. Items include, bikes, furniture, prams,

- I. If we are made aware that a leaseholder is storing any items in the communal areas, we will take appropriate steps to resolve the issue. This will be in accordance with our duties and obligation to the Regulatory Reform (Fire Safety) Order 2005 and Fire Safety Act 2021.
- II. There are specific policies for ebikes and mobility scooters. See separate policy.

### **14.3 Fire Safety**

CBC has a duty under the Regulatory Reform (Fire Safety) Order 2005 to take general fire precautions in respect of the common parts within its residential buildings which includes landings and stairs.

The precautions include the taking of measures

- to reduce the risk of fire within the building and the risk of the spread of fire.
- in relation to the means of escape from the building.
- for securing that, at all material times, the means of escape can be safely and effectively used.
- in relation to the means for fighting fires in the building.
- in relation to the means for detecting fire in the building and giving warning in case of fire.

The duties do not extend to individual properties within the building, but, in order that CBC can comply with its applicable duties, it has undertaken a programme of installation of fire-resistant doors to each property, complying with current British Standards applicable to fire resistant doors.

#### **14.3.1 Fire Doors**

The duties do not extend to individual properties within the building, but, in order that CBC can comply with its applicable duties, it has undertaken a programme of installation of fire-resistant doors to each property, complying with current British Standards applicable to fire resistant doors, which has been carried out following advice and assistance from the Fire Service.

These doors are integral to the prevention of the spread of fire to the common parts and leaseholders are therefore required not to interfere with the doors in any way, including, but not limited to fitting or installing any security lock, chain, bolt or other device or item.

If CBC replaces a fire door as it no longer meet the regulation for being a fire-resistant door caused by the actions of the leaseholder or their subtenant, visitors, agents or workmen, CBC will seek reimbursement of the full cost of the replacement door and installation from the leaseholder.

### **15 Building Insurance**

As a condition of the lease, the CBC will take out building insurance to cover all maisonettes and blocks of flats. The leaseholder's contribution towards the cost of this insurance is included within the annual service charge, which is charged in advance.

The building insurance provides cover for damage caused by Fire, Explosion, Aircraft collision, Earthquake, Lightning, Impact damage. In addition, high-rise blocks are also covered for Storm damage, Floods, and escape of water.

The policy insures each building up to its full rebuild (replacement) value, including the replacement of all individual flats if required. However, the insurance does not cover the leaseholder's personal contents. It is the leaseholder's responsibility to insure the contents of their property—including fixtures and fittings—under a separate home contents insurance policy. Leaseholders are strongly advised to arrange suitable contents insurance to meet their personal needs and circumstances.

## **16 Communication and engagement**

CBC is required to consult with all leaseholders within their blocks in accordance with s20 Landlord and Tenant Act 1985. In addition to consultation on Major Works, CBC will also seek to consult with leaseholders on all matters that impact upon their leasehold property.

16.1 Leaseholders will have updates on relevant matters or topics when appropriate.

16.2 leaseholder forums will be held to discuss issues and improvements.

16.3 Leaseholders can access redress through the Housing Ombudsman or First-tier Tribunal.

16.4 Annual Leaseholder Service delivery plan will be consulted with leasehold forum for input.

16.5 CBC will ensure that leaseholders are consulted in compliance with Section 20 of Landlord and Tenant Act 1985.

16.6 The Council will continue to ensure there is leaseholder representation at cabinet housing committee.

## **17 Complaints and Disputes**

### **17.1 Highlight an issue**

The leasehold management team are here to answer queries regarding services they receive. It is important that leaseholder can raise concerns about services and to identify problems and given a chance for CBC to put things right and improve services. If a leaseholder feels something has gone wrong or has not met their expectations, they are entitled to make or raise a concern or dispute in the first instance.

This may relate to:

- The quality or timeliness of a service.
- A mistake or error made by the organisation.
- Delays in providing a service.
- Staff behaviour or communication.
- How a repair, enquiry, or request has been managed.
- Incorrect charges or unclear information.
- Failure to follow policy, procedures, or obligations

If a leaseholder is not happy with the response from the initial investigation, they are able to escalate to a complaint.

## **17.2 Complaints**

A complaint is when you tell us you are unhappy with a service or action. We will listen, investigate, explain what happened, and work to put things right.

CBC definition of a complaint is “An expression of dissatisfaction however made about the standard of the service, actions or lack of action by the organisation, its own staff, or those action on its behalf affecting an individual resident or group of residents.”

CBC will take complaints made about any service, officers, or contractors, in writing, email, via telephone, in person or website.

Cheltenham Borough Council (CBC) is committed to ensuring that all complaints managed in a fair, transparent, and timely manner. Every complaint will follow the CBC Complaints Policy and Procedure, which sets out the standards for acknowledging, investigating, and responding to concerns raised by leaseholders. Complaints will be used as an opportunity for learning and continuous improvement, supporting CBC’s commitment to delivering high-quality, customer-focused services.

## **18 Monitoring and review**

This policy will be reviewed every 3 years or in response to legislative changes.

Monitoring indicators include:

- i. Leaseholder forum feedback
- ii. Service charge recovery rate.
- iii. Disputes relating to annual service charges
- iv. Leaseholder complaints
- v. Tribunal outcomes.

Minor Amendments required will be made through delegated authority. Any amendments made because of operational process or Government legislation will be made through the local decision-making process.

Major changes to the policy will involve internal consultation with relevant offices, and teams.

## **9 Equality and Diversity**

CBC is committed to ensuring this policy is applied fairly and without discrimination. Reasonable adjustments will be made to leaseholders with disabilities or language barriers in accordance with the Equality Act 2010.

Equality Impact Assessment was conducted in accordance with our duties of S149 of the Equality Act 2010, and mitigation put in place where potential negative impacts to individuals with protected characteristics were identified.

## 20 Data protection

CBC must follow strict data protection laws when managing personal information. The key legislation governing councils is:

- UK GDPR (UK General Data Protection Regulation).
- Data Protection Act 2018.

CBC function as data controllers, meaning they decide how and why personal data is processed. They must follow the law carefully to protect residents' information and maintain public trust. There are incidents where CBC is permitted to share data with other parties, these include:

- a. Provision to recover service charge.
- b. Safeguarding.
- c. Criminal or legal matters.
- d. Services required under the lease.
- e. Data is freely available or is in public domain.

In all cases where data is shared with other parties CBC will ensure it safeguards and protects personal data in accordance with our Privacy Statement and Policy

## 21 Glossary of Lease Terms (UK)

### Parties & Property

- Landlord: The owner of the property who grants the lease.
- Tenant / Leaseholder: The person who holds the lease and occupies the property.
- Freeholder: The person or entity that owns the land and building.
- Demised Premises: The specific part of the property leased to the tenant.

### Financial Terms

- Rent: Regular payment made by the tenant for use of the property.
- Ground Rent: A fee paid by the leaseholder to the freeholder. Since the implementation of The Leasehold Reform (Ground Rent) Act 2022 on 30 June 2022, ground rent can no longer be charged on new leases.
- Service Charge: Payment for shared services (e.g., cleaning, maintenance, insurance).

### **Duration & Termination**

- Term: The length of the lease (e.g., 99 years, 125 years).
- Break Clause: Allows early termination of the lease under specific conditions.
- Forfeiture: The landlord's right to end the lease due to breach (e.g., non-payment).
- Reversion: The landlord's interest in the property once the lease ends.

### **Rights & Responsibilities**

- Quiet Enjoyment: The tenant's right to use the property without interference.
- Covenants: Legal promises made by either party (e.g., to repair, not to sublet).
- Repair Obligations: Specifies who is responsible for maintaining the property.
- Alterations: Rules about making changes to the property (often require landlord consent).

### **Legal & Procedural**

- Assignment: Transfer of the lease to another party.
- Subletting: Renting out the property or part of it to someone else.
- Section 20 Consultation: Required process for major works costing over a threshold.
- Right to Manage (RTM): Leaseholders' right to take over management of the building.

### **Documents & Records**

- Schedule of Condition: A record of the property's state at the start of the lease.
- Lease Plan: A drawing showing the boundaries of the demised premises.
- Title Register: Official record of ownership held by HM Land Registry.

# Cheltenham Borough Council Leasehold Ownership Policy – Summary

## What is this document about?

This summary provides an overview of Cheltenham Borough Council's (the Council) Leasehold Ownership Rent Setting Policy.

## Purpose of the Policy

The Leasehold Ownership Policy sets out Cheltenham Borough Council's (CBC) approach to managing leasehold properties sold under **Right to Buy**, **Shared Ownership**, and those located within **mixed-tenure blocks**. The policy ensures legal compliance, transparent service delivery, and consistent management of CBC's leasehold portfolio.

## Key Objectives

- Define the roles, obligations, and responsibilities of both CBC (as freeholder) and leaseholders.
- Ensure compliance with relevant housing, leasehold, safety, and consumer legislation.
- Provide a clear and accountable framework for service charges, major works, consultation, and income recovery.
- Support constructive engagement, high-quality customer service, and transparent communication with leaseholders.

## Scope

The policy applies to all CBC-owned or managed leasehold properties, excluding specific legacy arrangements (e.g., James Donovan Court). It is used by Housing, Leasehold Services, Asset Management, Repairs, Customer Services, Finance, and One Legal.

## Core Policy Areas

### 1. Lease Management

- CBC manages leases in accordance with lease terms and statutory requirements.
- Leaseholders must maintain their property interiors and comply with conditions such as alterations, subletting, and occupancy rules.

- CBC provides statutory notices, welcome information, and consistent customer support.

## 2. Service Charges

- Service charges are issued **annually in arrears** (except building insurance).
- Charges must be **reasonable, transparent**, and based on actual costs.
- CBC issues required **Summary of Rights**, cost breakdowns, and offers payment plans.

## 3. Repairs & Major Works

- CBC is responsible for communal and structural repairs.
- Works costing over £250 per leaseholder require **Section 20 consultation**.
- Emergency works may proceed without consultation, subject to formal dispensation.

## 4. Section 20 Consultation

A statutory three-stage process is followed for qualifying major works and long-term agreements:

1. Notice of Intention
2. Notice of Estimates
3. Notice of Reasons/Award

## 5. Income Recovery

- Leaseholders must pay service charges and major works invoices in accordance with the lease.
- CBC follows its Corporate Debt Policy and may contact mortgage lenders where arrears persist.
- Payment plans offered: up to 12 months for annual service charges and up to 36 months for major works.

## 6. Legal & Statutory Processes

Includes:

- Right to Buy buy-back requirements (10-year rule)
- Assignments, remortgages, probate and transfers
- Enfranchisement and lease extensions
- Enforcement, breach management, and forfeiture (used only as a last resort)

## 7. Health & Safety & Compliance

- CBC ensures statutory compliance in communal areas (fire safety, asbestos, emergency lighting).
- Leaseholders must maintain gas/electrical safety, smoke alarms, and avoid storing items in communal areas.

- Fire door compliance is strictly enforced.

## **8. Building Insurance**

- CBC insures the building structure; premiums are recharged through the service charge.
- Leaseholders remain responsible for contents insurance.

## **9. Communication, Engagement & Complaints**

- CBC consults leaseholders on major works, policies, and service planning.
- Leaseholder forums inform review and service improvement.
- Complaints follow the Corporate Complaints Policy with recourse to the Housing Ombudsman or First-tier Tribunal.

## **Monitoring and Review**

The policy will be reviewed every **three years** or sooner in response to legislative changes. Key indicators include service charge recovery rates, tribunal outcomes, complaints, and leaseholder feedback.

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## Cheltenham Borough Council

### Cabinet – 26 May 2026

#### Award of rent support grant to voluntary sector

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**Accountable member:**

Cabinet Member Finance and Assets, Cllr Peter Jeffries

**Accountable officer:**

Head of Communities, Wellbeing and Partnerships, Richard Gibson

**Ward(s) affected:**

Oakley

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**Key/Significant Decision:**

**No**

**Executive summary:**

As part of Cheltenham Borough Council's wider ambitions to support a thriving voluntary and community sector (VCS), the council enables VCS groups to rent its properties through offering a rent support grant scheme.

The current policy was adopted in December 2016 which permits VCS groups to apply for a rent support grant either at the start of a lease or at the time of a rent review. Applications are scored against four criteria with the amount of subsidy awarded being proportionate to the degree to which the applicant meets the criteria.

An application for a rent support grant has been received from Whaddon United Football Club for Oakley Community Resource Centre. This report sets out the proposed level of rent support grant to be awarded.

**Recommendations:**

**1. Cabinet agrees to the following rent support grant:**

Applicant	Recommended rent support grant
Oakley Community Resource Centre	A rent support grant of 56% of current market rent.

**2. Cabinet delegates authority to the Participation and Engagement Team Leader, in consultation with One Legal to agree the terms of a rent support grant agreement with the applicant.**

**1. Implications**

**1.1. Financial, Property and Asset implications**

If Cabinet agrees to a rent support grant of 56%, this will represent a deficit of £3640 to the general fund per annum.

All usual terms and conditions will be contained within the lease in respect of rent reviews, insurance, repairs, compliance, etc, and will be monitored on an ongoing basis to ensure compliance.

**Signed off by:** Ela Jankowska, Finance Business Partner,  
[ela.jankowska@cheltenham.gov.uk](mailto:ela.jankowska@cheltenham.gov.uk)

**1.2. Legal implications**

Under S123 Local Government Act 1972, leases for a term greater than 7 years must be for the best consideration reasonably obtainable. The only exception to this is where the letting at less than best consideration contributes to the 'social, economic or environmental well-being' of the council's area or residents. Whilst leases for a term of less than 7 years do not have to be for the best consideration reasonably obtainable, the council must still have regard to its general fiduciary duty.

Granting a lease at market rent, whilst implementing a policy of grant support, means that if the tenant at any time fails to meet the grant criteria, there is no complicated legal mechanism for ensuring that the rent is uplifted to market value: the grant is simply suspended. Accordingly, the Policy for Property Lettings and Disposals to the Third Sector,

Voluntary and Community Groups was adopted by Cabinet on 13 December 2016.

When considering the giving of financial assistance, the council must ensure that it is not giving an unlawful subsidy under the Subsidy Control Act 2022 (the Act). The subsidy control regime has replaced state aid which applied before the UK's withdrawal from the EU.

One of the requirements for a subsidy to be present is for financial assistance being given to an 'enterprise' which is defined in the Act as a person (including all legal entities) who is engaged in an economic activity that entails offering goods or services on a market. Whaddon United Football Club do not carry out such economic activity as the clubs' primary activities are non-economic.

**Signed off by:** One Legal: [legalservices@onelegal.org.uk](mailto:legalservices@onelegal.org.uk)

### 1.3. Environmental and climate change implications

There are no direct climate change implications arising from this report, but Whaddon United Football Club helps to maintain the park and outside space and has a member who is sharing skills and knowledge of sustainability.

Please see appendix 3 for more details.

**Signed off by:** Maizy McCann, Climate Emergency Officer,  
[Maizy.mccann@cheltenham.gov.uk](mailto:Maizy.mccann@cheltenham.gov.uk)

### 1.4. Corporate Plan Priorities

This report contributes to the following Corporate Plan Priorities:

- Quality homes, safe and strong communities
- Reducing carbon, achieving council net zero, creating biodiversity

### 1.5. Equality, Diversity and Inclusion Implications

There are no direct equality implications from the recommendations, though the organisation will continue to promote equality and diversity in line with its own equality policies.

### 1.6. Performance management – monitoring and review

The council will put in place a monitoring process whereby recipients of a rent support grant will submit a monitoring form to explain the activities that have been delivered from the premises.

The quality and timeliness of previous monitoring information will be taken into account, if the applicant wishes to re-apply for a rent support grant at the end of the three year period.

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## 2. Background

**2.1.** As part of Cheltenham Borough Council's wider ambitions to support a thriving voluntary and community sector, the council enables VCS groups to rent its properties through offering a rent support grant scheme.

**2.2.** We know that appropriate rent support to community-based organisations and services can support the viability of such organisations and the services they provide to the benefit of the social and economic well-being of the town. However, the Council will continue to encourage voluntary and community sector organisations to become more self-sufficient and less reliant

upon financial support from the Council.

- 2.3.** A revised rent support grant process was adopted by the council in December 2016. This is based on assessing an application against the following four outcomes:
- Cheltenham's environmental quality and heritage is protected, maintained and enhanced
  - Sustain and grow Cheltenham's economic and cultural vitality
  - People live in strong and safe communities
  - We will work to strengthen the emotional and physical wellbeing of all Cheltenham residents
- 2.4.** The maximum rent support grant that any organisation will be able to apply for will be 80% of their current market rent and that the assessment process will determine the level of grant to be offered up to this maximum and will be staggered incrementally, as follows:
- Meeting one outcome –up to 20% grant
  - Meeting two outcomes –up to 40% grant
  - Meeting three outcomes –up to 60% grant
  - Meeting four outcomes –up to 80% grant
- 2.5.** Each outcome is subject to a stepped discount between 0 and 20% depending upon the impact of the defined sub-elements of each outcome.
- 2.6.** Cabinet retains the discretion to award a further grant of 10%, bringing the maximum rent support grant that any organisation could receive to 90%. This will only be in exceptional cases and any such decision will only be taken after detailed consideration of the organisation's financial and business case for the rent support.
- 2.7.** In addition, the council will scrutinise the applicant's financial standing and make an assessment of the following:
- That the reason for applying for the rent support grant is backed up by the organisation's financial health in that the grant award will support the financial viability of the operation of the building
  - That the organisation has reasonable longer-term plans in place to be able to sustain activities being delivered from the building beyond the term of the grant.
- 2.8.** The offer of a grant will be for a maximum of three years that will be reviewed at the end of each 12 month period to ensure that the applicant continues to deliver the activities set out in the original application. The council reserves the right to either review the grant amount awarded or withdraw it completely if there are changes to the activities being delivered. In addition, if the organisation is in debt arrears to the council; the grant will be withdrawn.

### **3. Reasons for recommendations**

- 3.1.** The submission from Whaddon United Football Club has been assessed against the criteria detailed in 1.3.
- 3.2.** Whaddon United Football Club is a small club, founded in 1978, which took on part of Oakley Resource Centre in 2025 to provide a clubhouse for their community football club. Their application for rent support demonstrated evidence of their contribution to the themes assessed against, and particularly strongly in terms of ensuring people live in safe and strong

communities through enabling local residents to meet and socialise at the clubhouse and to volunteer and providing a place for young people on the youth teams to access. The club also strongly supports health and wellbeing by providing the opportunity to be active and healthy and part of something from youth into older age. **Please see appendix 3** for the assessment of their submission.

#### **4. Alternative options considered**

4.1. None

#### **5. Consultation and feedback**

5.1. None

#### **6. Key risks**

- 6.1. If the Council is overly generous in subsidising tenancies with grants, this will result in reduced income from assets and cumulative impacts on the Council's medium term financial strategy.
- 6.2. If appropriate and transparent grant agreements are not put in place, tenants may be more difficult to remove if they fail to meet the terms of any subsidised letting arrangement, with the potential for associated adverse publicity for the Council.
- 6.3. If prospective tenants cannot demonstrate a robust business plan when taking on property commitments from the Council, there is an increased risk of failure and associated financial and reputation impacts for the authority.

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#### **Report author:**

Helen Down, Participation and Engagement Team Leader, [helen.down@cheltenham.gov.uk](mailto:helen.down@cheltenham.gov.uk)

#### **Appendices:**

- i. Risk Assessment
- ii. Equality Impact Assessment
- iii. Rent Support Assessment Process – Whaddon United Football Club

#### **Background information:**

Report to Cabinet 13 December 2016 “Award of rent support grants to Cheltenham’s Voluntary and Community Sector Organisations”

**Appendix 1: Risk Assessment**

Risk ref	Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
	If appropriate and transparent grant agreements are not put in place, tenants may not understand the consequences if they fail to meet the terms of any subsidised letting arrangement.	Helen Down	2	2	4	Accept	Rent support grant agreement to be put in place, in conjunction with One Legal	Helen Down	June 2026
	If prospective tenants cannot demonstrate a robust business plan when taking on property commitments from the Council, there is an increased risk of failure and associated financial and reputation impacts for the authority.	Jon Whitlock	2	3	6	Accept			
	If the grant expires or is terminated, tenants will remain responsible for payment of rent at market value. This may result in an increase in arrears.	Jon Whitlock	2	2	4	Accept			

**Appendix 2: Equality Impact Assessment (Screening)**

to be included in all Cabinet and Council reports

**1. Identify the policy, project, function or service change**

**a. Person responsible for this Equality Impact Assessment**

Officer responsible: Helen Down	Service Area: Communities, Wellbeing and Partnerships
Title: Participation and Engagement Team Leader	Date of assessment: 23.4.26
Signature: H Down	

**b. Is this a policy, function, strategy, service change or project?**

Policy

If other, please specify:

**c. Name of the policy, function, strategy, service change or project**

Policy for Property Lettings and Disposals to the Third Sector, Voluntary and Community Groups

Is this new or existing?	Already exists and is being reviewed
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**Please specify reason for change or development of policy, function, strategy, service change or project**

A grant is being made to a new organisation under the rent support policy agreed in December 2016.

**d. What are the aims, objectives and intended outcomes and who is likely to benefit from it?**

Aims:	A fit for purpose property portfolio which drives delivery of our corporate vision and outcomes.
	<ol style="list-style-type: none"> <li>1. To use our assets to sustain and grow Cheltenham’s economic and cultural vitality and make a positive contribution to people’s lives.</li> <li>2. To maintain a ‘fit for purpose’ property portfolio to support service delivery</li> </ol>

Objectives:	3. To make a positive contribution to the Council's financial position.
Outcomes:	Provision of a rent support grant to Whaddon United Football Club to support the financial viability of their clubhouse.
Benefits:	Supporting the financial viability of the operation of the clubhouse at Oakley Community Resource Centre by Whaddon United Football Club.

**e. What are the expected impacts?**

Are there any aspects, including how it is delivered or accessed, that could have an impact on the lives of people, including employees and customers.

**No**

Do you expect the impacts to be positive or negative?

**No impact expected**

Please provide an explanation for your answer:

Whaddon United Football Club has been running since 1978, but the provision of the clubhouse provides them with community meeting space and the provision of the rent support grant will support their financial viability as a small club.

**If your answer to question e identified potential positive or negative impacts, or you are unsure about the**

impact, then you should carry out a Stage Two Equality Impact Assessment.

f. Identify next steps as appropriate	
Stage Two required	No
Owner of Stage Two assessment	
Completion date for Stage Two assessment	

Please move on to Stage 2 if required ([intranet link](#)).

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## Rent Support Assessment Process

<b>Date of rent support assessment:</b> 17.3.26
<b>Carried out by:</b> Simon Hodges, Ela Jankowska, Richard Gibson, Helen Down
<b>Name of Applicant:</b> Whaddon United Football Club
<b>Is the applicant a legally constituted, not-for-profit voluntary and community sector organisation?</b> Member owned club, non-profit association.
<b>Name /address of property</b> Oakley Community Resource Centre 113 Clyde Crescent Cheltenham GL52 5QJ
<b>Current rent</b> £6500

Rent Support outcomes	Submission	Proposed score against the sub-elements (up to a maximum of 20% per outcome)
<p><b>Cheltenham's environmental quality and heritage is protected, maintained and enhanced.</b></p> <p>This could include</p> <ul style="list-style-type: none"> <li>Promoting bio-diversity</li> <li>Responding to climate change</li> <li>Promoting sustainable living</li> <li>Protecting and enhancing parks, gardens and open spaces</li> <li>Protecting and enhancing the built environment</li> </ul>	<ul style="list-style-type: none"> <li>Promoting sustainable living – young individual involved in the club will teach skills and knowledge regarding sustainability. There is an expectation that all club members will volunteer to maintain the outside/indoor space. We have around 20 volunteers across the club that range from football managers/coaches/ cleaner/helpers in the club house, secretaries chairman safe guarding officers.</li> <li>Protecting and enhancing parks, gardens and open spaces – looking after the parks space - litter picking, safe clean space. Regular use will deter anti-social behaviours in the park.</li> </ul>	<p>Promoting bio-diversity Responding to climate change Promoting sustainable living – 2% Protecting and enhancing parks gardens and open spaces – 4% Protecting and enhancing the built environment – 4%</p> <p><b>The total recommended rent support for this element is 10%</b></p>

Rent Support outcomes	Submission	Proposed score against the sub-elements (up to a maximum of 20% per outcome)
	<ul style="list-style-type: none"> <li>Protecting and enhancing the built environment – Volunteers from the club have helped with the renovation and will continue to maintain the up keep of the clubhouse to a high standard.</li> </ul>	
<p><b>Sustain and grow Cheltenham’s economic and cultural vitality.</b> This could include:</p> <ul style="list-style-type: none"> <li>Helping people into employment</li> <li>Helping businesses to get established</li> <li>Supporting cultural activity</li> <li>Providing advice and information</li> <li>Supporting tourist activities</li> </ul>	<ul style="list-style-type: none"> <li>Helping people into employment – Volunteers volumes skill building (coaching training)</li> <li>Helping businesses to get established – Promoting businesses who sponsor the club, via kit/match day programmes/social media websites.</li> <li>Supporting cultural activity - Diverse teams with children/adults from all different backgrounds, cultures, nationalities, socio-economic</li> <li>Providing advice and information – relationship between the coaches and adults/children builds a relationship and gives an opportunity to be open. This regularly allows the players to open as they feel supported by coaches/managers and the volunteers in the club.</li> <li>Supporting tourist activities – Future plans for the club, include holiday football camps, summer tournaments, charity events which are already held on a regular basis. Tourists will come into to the area and will promote business for the area.</li> </ul>	<p>Helping people into employment – 4% Helping businesses to get established – 4% Supporting cultural activity Providing advice and information – 2% Supporting tourist activities</p> <p><b>The total recommended rent support for this element is 10%</b></p>
<p><b>People live in strong and safe communities.</b> This could include</p> <ul style="list-style-type: none"> <li>Enabling local residents to meet together and socialise</li> <li>Engaging residents in positive</li> </ul>	<ul style="list-style-type: none"> <li>Enabling local residents to meet together and socialise – Diverse teams with children/adults from all different backgrounds, cultures, nationalities, socio-economic. Community comes together as they have a common interest. Brings local people together who wouldn’t always socialise and brings them together.</li> </ul>	<p>Enabling local residents to meet together and socialise – 4% Engaging residents in positive social networks – 4% Enabling local residents to contribute their time and efforts into</p>

Rent Support outcomes	Submission	Proposed score against the sub-elements (up to a maximum of 20% per outcome)
<p>social networks</p> <ul style="list-style-type: none"> <li>• Enabling local residents to contribute their time and efforts into community activity</li> <li>• Enabling local residents to feel safer in their communities</li> <li>• A place for young people to meet and feel safe</li> </ul>	<ul style="list-style-type: none"> <li>• Engaging residents in positive social networks – the football club will be a space for the community and not just football players.</li> <li>• Enabling local residents to contribute their time and efforts into community activity. We will require volunteers to run the club house and will engage with the community for their support.</li> <li>• Enabling local residents to feel safer in their communities – having the football club in the local area and having this run by family/community will enhance the local residents to feel safer as they will be familiar with the individuals running the club.</li> <li>• A place for young people to meet and feel safe – We have 3 youth teams and 3 adults’ teams and Dedicated venue offering activities, support services, and a safe environment.</li> </ul>	<p>community activity – 4%</p> <p>Enabling local residents to feel safer in their communities – 4%</p> <p>A place for young people to meet and feel safe – 4%</p> <p><b>The total recommended rent support for this element is 20%</b></p>
<p><b>We will work to strengthen the emotional and physical wellbeing of all Cheltenham residents</b></p> <p>This could include:</p> <ul style="list-style-type: none"> <li>• Enabling local people to be active</li> <li>• Helping local people make healthy lifestyle choices</li> <li>• Reducing the harm caused by alcohol</li> <li>• Improving mental health</li> <li>• Improving health &amp; wellbeing into older age</li> </ul>	<ul style="list-style-type: none"> <li>• Enabling local people to be active – <ul style="list-style-type: none"> <li>• Support and promote grassroots football across all ages from age 13 – mid 40’s a few times a week.</li> <li>• Trained volunteers to lead activities and motivate others.</li> <li>• Use social media, posters, and local newsletters to promote events and opportunities.</li> </ul> </li> <li>• Helping local people make healthy lifestyle choices – Once our club is set up -</li> </ul>	<p>Enabling local people to be active – 4%</p> <p>Helping local people make healthy lifestyle choices – 4%</p> <p>Reducing the harm caused by alcohol</p> <p>Improving mental health – 4%</p> <p>Improving health &amp; wellbeing into older age – 4%</p> <p><b>The total recommended rent support for this element is 16%.</b></p>

Rent Support outcomes	Submission	Proposed score against the sub-elements (up to a maximum of 20% per outcome)
	<ul style="list-style-type: none"> <li>• Use social media or local newsletters to share simple, budget-friendly recipes.</li> <li>• We have local club members who have allotments to encourage fresh produce.</li> </ul> <ul style="list-style-type: none"> <li>• Reducing the harm caused by alcohol – by providing a culture change for these individuals.</li> <li>• Improving mental health - Connect youth and elders to share stories, skills, and support. Reduce isolation through hobby groups like football, paint balling and golf.</li> <li>• Improving health &amp; wellbeing into older age - Encourage older adults to share skills and experiences. Connect with younger people through mentoring or storytelling.</li> </ul>	
<p><b>Summary and recommended rent support grant</b></p>		<p><b>The total recommended rent support is 56%.</b></p>

<b>Financial considerations</b>	<b>Panel assessment</b>
Will the grant award support the financial viability of the operation of the building?	<p>The club is very small with a limited income so the grant award will make a significant difference to the financial viability of the operation of the building.</p> <p>The club states in the application that the grant will enable them to maintain a safe and functional clubhouse for players, families and community members; provide a warm, inclusive environment that supports health, fitness and community wellbeing and to continue to offer low cost or free opportunities for young people to participate in football.</p>
Has the organisation got reasonable longer-term plans to sustain activities being delivered from the building beyond the term of the grant?	The club can now make income on food and drink as well as from fees and can also host fund raising events.

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