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Date: Tuesday, 11 July 2017

Overview and Scrutiny
Town Hall
Castle Circus
Torquay
TQ1 3DR

Dear Member

OVERVIEW AND SCRUTINY BOARD - WEDNESDAY, 12 JULY 2017

I am now able to enclose, for consideration at the Overview and Scrutiny Board to be held on Wednesday, 12 July 2017, the following reports that were unavailable when the agenda was printed.

Agenda No	Item	Page
6.	<p>a) Urgent Item - Petition requesting a covenant protecting Churston Golf Course from development</p> <p>The above decision was called in by seven members of the Council on 7 July 2017. The reason for the call-in is:</p> <p>“The decision of the Mayor is contrary to the Policy Framework as, taking the advice of the District Valuer, the imposition of a covenant will restrict or reduce the current or future value of the land comprising Churston Golf Course. As such, the Mayor is acting beyond his powers and against the specific advice of the Monitoring Officer.”</p> <p>The Record of the Decision is attached along with the Monitoring Officer report and appendices.</p>	(Pages 21 - 31)
	<p>b) Urgent Item - Update of Torbay Economic Strategy</p> <p>The Board to agree its response to the Mayor’s consultation on his draft Torbay Economic Strategy.</p>	(Page 32)
	<p>c) Urgent Item - Transformation Project - Modernisation of the CCTV System</p> <p>The Board to agree its recommendations to the Council on the proposed project.</p>	(Page 33)
9.	Torbay Air Show	(Pages 34 - 66)

10. Transformation project - Generating income through Housing Policy Framework Document

(Pages 67 - 77)

Yours sincerely

Kate Spencer
Overview and Scrutiny Lead

Record of Decisions

Petition requesting a covenant protecting Churston Golf Course from development

Decision Taker

Mayor on 27 June 2017

Decision

That following receipt of a valuation from the District Valuer dated 17 May 2017 which at paragraph 11 confirms that a 10 year covenant would not have an effect of the value of the Council's property interest in land comprising Churston Golf Course the Council enters into a deed of covenanting with the residents of Churston & Galmpton ward in the following terms:-

'Torbay Council covenants with all inhabitants of the ward of Churston and Galmpton that for a period of **10 years** beginning on the date of this deed it will not on the land, shown edged in red on the plan attached to the submitted report to the Council meeting on 25 September 2014, known to be Churston Golf Course, allow any development of Churston Golf Course without any such proposal first obtaining the majority of votes in a referendum of the persons who at the day of the referendum would be entitled to vote as electors at an election of Councillors for the Churston and Galmpton Ward and are registered as local government electors at an address within this Ward. For the purposes of this covenant 'development' shall not include any development permitted under the terms of the lease between The Council of the Borough of Torbay and Churston Golf Club Limited dated 3 April 2003. Nothing contained or implied in this Deed shall prejudice or affect the exercise by the Council of its regulatory functions under the Town and Country Planning Act 1990 or any other statute or statutory instrument.'

In accordance with the Local Government Act 1972, the Mayor on behalf of the Council has all necessary information to make this Covenant. The covenant will then be appropriately registered with the Land Registry with immediate effect

Reason for the Decision

To implement the Mayor's Decision of 4 December 2014.

Implementation

This decision will come into force and may be implemented on 12 July 2017 unless the call-in procedure is triggered (as set out in the Standing Orders in relation to Overview and Scrutiny).

Information

At the Council meeting held on 4 December 2014 the Mayor decided to make a 100 year covenant.

At that stage the Mayor's legal advice was that he was required to specifically refer the disposal to the Secretary of State. This he did, but the Secretary of State subsequently confirmed the Mayor was entitled to use the General Disposal Consent and no such referral was in fact required.

The Mayor's legal advice was then to use the General Disposal Consent. This he did, but on the day satisfactory information was provided to the Mayor to allow him to rely on said consent the Council amended its constitution removing the Mayor's ability to implement the decision.

The Mayor continues to be able to make decisions on covenants where there is no value impact. The Mayor has been advised by the District Valuer that a 10 year covenant will not have a value impact. Accordingly, the Mayor has made a 10 year covenant.

The Mayor's decision is set out above.

Alternative Options considered and rejected at the time of the decision

Alternatives were considered.

One alternative considered was that the Mayor should move away from the clear commitment he has at all times made to the residents of Churston and Galampton and deny them a covenant. The Mayor does not prefer this option particularly when other covenants have recently been made for the people of Torquay in relation to Windmill Hill.

Another alternative considered was to revisit the previous circumstances which prevented the original 100 year covenant being implemented. The Mayor does not prefer this option either. On balance and having considered all the options the Mayor has determined a 10 year covenant is in the interest of Torbay as a whole.

Is this a Key Decision?

No.

Does the call-in procedure apply?

Yes.

Declarations of interest (including details of any relevant dispensations issued by the Standards Committee)

None.

Published

3 July 2017

Signed: _____
Mayor of Torbay

Date: 27 June 2017



Monitoring Officer Report Issued pursuant to s.5 Local Government and Housing Act 1989

3 July 2017

1. Introduction

- 1.1 In accordance with legislation and in accordance with the Council's Constitution, if I, as the Council's Monitoring Officer believe that any proposal, decision or omission by the Council (acting through the Executive or as the Council), has given rise to (or is likely to, or would give rise to) a contravention by the Council of "any enactment or rule of law" it is my duty to prepare a report ("a Monitoring Officer Report") on the matter.
- 1.2 I make this report believing that the decision of the Mayor dated 27 June 2017 is such a contravention.
- 1.3 As this report relates to a decision of the Mayor, it must be submitted to him. It must also be sent to every member of the Council.
- 1.4 In preparing a Monitoring Officer Report, I must, so far as is practicable, consult with the Chief Executive and the Chief Finance Officer. I have consulted with the Chief Executive, but it has not been possible to consult with the Chief Finance Officer due to his absence from the office on annual leave.
- 1.5 The Mayor must consider this report within 21 days of it first being sent to him and all members. The Mayor is under a duty to ensure that no step is taken to give effect to any decision to which this report relates until the end of the first business day after the day on which his consideration of the report is concluded and reported.
- 1.6 The Mayor must prepare a report setting out what action (if any) he has taken in response to this report; what action (if any) he proposes to take (and when); and his reasons for taking (or not taking) action. The Mayor must ensure that a copy of his report is sent to every member of the Council and myself as Monitoring Officer.

2. Contravention

- 2.1 The Council's Policy Framework, in the form of the Asset Management Strategy states that the Council shall not restrict or reduce the current or future value of its assets through the use of contractual restrictions, covenants, or peppercorn rents.
- 2.2 The Council is the freehold owner of the land comprising Churston Golf Course.
- 2.3 The Mayor can only make decisions which are not contrary to the Policy Framework and are not contrary to (or not wholly in accordance with) the Budget. This is set out in law within The Local Authorities (Functions and Responsibilities) (England) Regulations 2000, Schedule 4, and as set out in the Constitution at F5.1;

"Executive functions may only take decisions that are in line with the Budget and Policy Framework. If any of these bodies or persons wishes to make a decision that is contrary to the Policy Framework or contrary to (or not wholly in accordance with) the Budget approved by the Council, then ... that decision may only be taken by the Council."

2.4 Therefore the Mayor cannot make any decision in respect of the land comprising Churston Golf Course if it reduces the current or future value of it.

2.5 The Mayor has previously sought to impose a 100 year covenant on the land at Churston Golf Course on the following terms;

'Torbay Council covenants with all inhabitants of the ward of Churston and Galmpton that for a period of 100 years beginning on the date of this deed it will not on the land, shown edged in red on the plan attached to the submitted report, known to be Churston Golf Course, allow any development of Churston Golf Course without any such proposal first obtaining the majority of votes in a referendum of the persons who at the day of the referendum would be entitled to vote as electors at an election of Councillors for the Churston and Galmpton Ward and are registered as local government electors at an address within this Ward. For the purposes of this covenant 'development' shall not include any development permitted under the terms of the lease between The Council of the Borough of Torbay and Churston Golf Club Limited dated 3 April 2003. Nothing contained or implied in this Deed shall prejudice or affect the exercise by the Council of its regulatory functions under the Town and Country Planning Act 1990 or any other statute or statutory instrument.'

2.6 However ultimately the Mayor withdrew his decision on 17 December 2015, although the Mayor's wish to place a covenant on the land remains on the Council's Forward Plan.

2.7 More recently the Mayor requested that Officers explore whether a covenant of a shorter period would result in a diminution of the value of the land at Churston Golf Course, and consequently the District Valuer was instructed to advise.

2.8 The District Valuer (DV) prepared his advice, as contained within a letter dated 17 May 2017 (attached as appendix 1). On 27 June 2017, I met with the Mayor and Deputy Mayor to discuss this advice, together with Liam Montgomery, Head of Asset Management within the TDA.

2.9 Within this meeting it was discussed that within the words used in Paragraph 11 of the DVs letter, there was a contradiction, highlighted in yellow as set out below;

"I have also been asked about the effect of a shorter period of time that a restricted covenant would last for and the effect on value. In my opinion a restrictive covenant of 5 years or less would probably have a negligible effect on value. My reasoning for this is that any development of the site is going to be a long term project with several hurdles to overcome. I think that once the term of the restrictive covenant is above 10 years there would be an effect on value."

It was agreed that the TDA would revert to the DV and ask that he consider this wording.

2.10 Consequently the DV issued a revised letter on 29 June 2017 (attached as appendix 2), and I met with the Mayor at 5pm on the same day and provided him with a copy. In respect of Paragraph 11 this stated;

“I have also been asked about the effect of a shorter period of time that a restricted covenant would last for and the effect on value. In my opinion a restrictive covenant of 5 years or less would still have a negative effect on value although this is likely to be minimal. My reasoning for this is that any development of the site is going to be a long term project with several hurdles to overcome. I think that once the term of the restrictive covenant is above 5 years, there would be a measurable negative effect on value.”

2.11 I advised the Mayor that the advice from the DV was now absolutely clear that the imposition of any covenant, irrespective of length, would result in a diminution in value of the asset. As such it was contrary to the Corporate Asset Management Plan which is a Policy Framework document, and therefore the Mayor could not make a decision to impose a covenant. The Mayor asked that further questions be submitted to the DV.

2.12 Shortly after returning to my office, the Mayor arrived and handed to me a Record of Decision dated 27 June 2017 (attached as appendix 3), placing a covenant on the land comprising of Churston Golf Course for a period of 10 years. It should be noted that the Record of Decision that the Mayor has signed does not accord in its entirety with Standing Orders in relation to Access to Information, namely E17.

2.13 I firmly advised the Mayor that he could not make the decision and that as Monitoring Officer I am required to advise all Councillors that such a decision was outside his powers as it was contrary to the Policy Framework. The Mayor acknowledged my advice, but confirmed that he was making the decision, and asked that it be published.

2.14 I have re-affirmed my advice to the Mayor earlier today, when I advised him as to the contents of this report, and the process that would now follow.

3. Conclusion

3.1 The Mayor is seeking to make a decision that is unlawful as it is ultra vires (i.e. outside of his powers). The Local Authorities (Functions and Responsibilities) (England) Regulations 2000, Schedule 4 is clear that the Mayor cannot make a decision which is contrary to Policy Framework.

3.2 The revised letter of the DV does not, in my opinion, leave any ambiguity nor room for interpretation. The imposition of a covenant of any duration on the land at Churston Golf Club will result in a reduction in the value of the asset.

3.3 As such it is my clear belief that the Mayor's decision has given rise to a contravention of a rule of law, and therefore it is my duty to prepare this report and submit it to the Mayor and all Councillors.

Anne-Marie Bond
Monitoring Officer

Appendix 1 : District Valuers Letter of 17 May 2017
Appendix 2 : District Valuers Letter of 29 June 2017
Appendix 3 : Decision of the Mayor dated 27 June 2017

Valuation Office Agency
Longbrook House
New North Road
Exeter
Devonshire EX4 4GL

Mr P Palmer MRICS
Estates Manager
Torbay Development Agency
3rd Floor Tor Hill House
Union Street
TORQUAY
TQ2 5QW

Our Reference : AD/CAY/ 1634558
Your Reference :

Please ask for : Andrew Doak
Tel : 03000 500143
Mobile : 07850 795882
E Mail : andrew.doak@voa.gsi.gov.uk

Date : 17 May 2017

Dear Paul

Churston Golf Course
Dartmouth Road, Churston Ferrers, TQ5 0LA

1. I refer to your instructions dated 4 May 2017 and my terms of conditions dated 5 May 2017 in respect of this case. This letter should be treated as an addendum to my valuation report in respect of Churston Golf Club dated 3 February 2016 under case reference 1574234. This note extends and adds to the scope of advice provided in that report.
2. There are two parts to the advice you have requested; Part 1 relates the 1972 conveyance of the golf course land to Torbay Council and specifically clause 4 of that conveyance document. Part 2 is to consider whether a restrictive covenant imposed on the land lasting 30 years would change the restricted value of the property compared to a covenant for 100 years.
3. The conveyance is dated 20 December 1972 and is between Churston Golf Club as Vendor, Messrs Rawlence, Young & Bailey as Trustees, Woodcote (Guernsey) Investment Co Ltd as the Company and Torbay Council as Purchaser. The sale price for the land was £125,000. I have not seen a plan of the conveyance as it was not attached to the conveyance document and I have therefore assumed that the conveyance covers the whole of the golf course broadly as it exists now.
4. The conveyance is written in standard legal language so I will set out the terms as I broadly understand them. The conveyance creates a covenant that is for the benefit of the Trustees who own land adjoining the land included in the conveyance. The covenant will bind any future owner of the land as it passes with the land. It binds the purchase to use the land in such a way that there will always be an 18-hole golf course on part of the land. There is no mention of the length of the course required in this conveyance, although the subsequent lease under which the golf club currently occupies the course provided for a golf course of 18 holes and minimum length 6,000 yards. The Clause goes on to say that the provision of the golf course is required until such time as there is no public demand for a golf course. Any dispute on establishing whether public demand still exists can be referred to Arbitration. The conveyance does not define the criteria defining public demand nor when those criteria are met.

5. The covenant does not restrict the purchaser to maintain the existing boundaries of the Course, but does require the course to be of at least the same standard as the current one. I assume that the phrase "same standard" would imply that the replacement course would have to be of similar length, have a similar par score, of equal number of holes and be in the same locality as the current course.
6. The Clause then goes on to say that it will not be a breach of the covenant for the purchaser to sell Parcel OS4259. It also states that if Parcel OS4259 is disposed of, the purchaser will procure re-siting of the lost facilities in such a manner so as to produce a golf course and buildings no less suitable than the current facilities. I understand that Parcel OS4259 is the parcel of land that currently houses the Club House, 1st and 18th greens and the ancillary facilities such as the training school.
7. Essentially this Clause reinforces the use of the land as a golf course with the parcel that was subject to the potential sale to Bloor Homes being out-with the covenant. However the disposal of this land (Parcel OS4259) means that other work is required to maintain the golf course to the current standard within the remaining boundaries or by the acquisition of further land. It is perhaps worth mentioning that Clause 5 is a claw-back clause that provides for any increase in value on a sale of Parcel OS4259 to be divided between Torbay Council and Woodcote Guernsey Investment Co Ltd.
8. It is difficult to see that Clause 4 of the 1972 conveyance changes the current situation, because it always envisaged the possibility of development of Parcel OS4259 and the reality is that proposals have been in place to sell the land. The other issues however, mainly around access to other parts of the course for a replacement Club House etc. have not changed and this covenant does nothing to change those issues. Therefore, in my opinion, Clause 4 of the 1972 Conveyance does not change any of the opinions of value expressed in my previous report.
9. The second issue is the effect of the 30 year covenant against disposal of any part of the golf course for redevelopment unless it is approved by a Referendum of the local residents of Churston and Galmpton. My valuation of the restricted value of the golf course subject to the 100 year covenant took a discount from the development value to reflect the risk of the vote of the local population going against the proposals for development, over the next 100 years. The risk of a negative vote does not change but the risk profile changes slightly if the covenant period is reduced from 100 years (that is, near perpetuity) to a shorter period. By discounting the unrestricted value of the golf course with the potential for redevelopment over 30 years I arrive at a valuation of £785,000 as opposed to £618,500 reported in my previous valuation report.
10. Therefore, in my opinion this difference between £618,500 and £785,000 reflects the difference in value between a covenant against development for 100 years and a covenant against development for 30 years.
11. I have also been asked about the effect of a shorter period of time that a restricted covenant would last for and the effect on value. In my opinion a restrictive covenant of 5 years or less would probably have a negligible effect on value. My reasoning for this is that any development of the site is going to be a long term project with several hurdles to overcome. I think that once the term of the restrictive covenant is above 10 years, there would be an effect on value. This would be proportional to the length of the covenant, so the shorter the duration of the covenant the less effect on value, the longer the duration of the covenant the greater the discount to the unrestricted value.

12. I trust that this letter will give you the advice you need in respect of the above matter.
Should you require any further explanation or further advice please do not hesitate to get in touch and I will be pleased to assist further.

Yours sincerely

D Andrew C Doak BSc MRICS
Senior Surveyor
RICS Registered Valuer
DVS

Valuation Office Agency
Longbrook House
New North Road
Exeter
Devonshire EX4 4GL

Mr P Palmer MRICS
Estates Manager
Torbay Development Agency
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TQ2 5QW

Our Reference : AD/CAY/ 1634558
Your Reference :

Please ask for : Andrew Doak
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E Mail : andrew.doak@voa.gsi.gov.uk

Date : 29 June 2017

Dear Paul

Churston Golf Course
Dartmouth Road, Churston Ferrers, TQ5 0LA

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Should you require any further explanation or further advice please contact me.

Yours sincerely

D Andrew C Doak BSc MRICS
Senior Surveyor
RICS Registered Valuer
DVS

July 2017

1. As part of the Mayor's consultation, the Overview and Scrutiny Board has considered the draft Torbay Economic Strategy 2017-2022.
2. The Board asked a Task-and-Finish Group to review the draft Strategy and the Group's views were reported back to the Board. The views expressed in the following paragraphs have now been agreed at the Board's formal response to the consultation.
3. The Strategy should set out that the Council is agreeing and delivering this Strategy because it wishes to improve the economy of Torbay in order to improve the quality of life of its residents. Through an improved economy, our children (including our Looked After Children) will have better outcomes; there will be an increase in the numbers of our residents in employment (and moving from poor paid to higher paid employment); the inequalities across the Borough will be addressed; our residents will have healthier lives; and Torbay will be a better place. Through setting the context in this way, it should be clear how the Strategy aligns to the overall aims of the Council.
4. Specifically, there needs to be a much clearer alignment between the Economic Strategy and the Council's Housing and Transport Strategies. In addition, for the Council to deliver the objectives of the Economic Strategy, it will need to ensure that the interdependencies between the Council's Policy Framework as a whole are coherent.
5. The Board also believe that the following specific points should be addressed in the final version of the Strategy:
 - a. The Board has been assured that this draft Economic Strategy has been prepared on a robust evidence base. The Board does not believe that there is a robust evidence base of the need for a helipad in Torbay and, given the lack of likely outcomes identified, believe that this should be removed from Place and Infrastructure Action Plan.
 - b. The Strategy needs to be clearer about targeting worklessness and not just unemployment.
 - c. The wording around the next review of the Inward Investment Strategy needs to be clearer.
 - d. Firm proposals should be included within the Business and Enterprise Action Plan for the development of opportunities in the maritime industry and the health sector.
 - e. The performance indicators within the Monitoring Section should be cross referenced to the Public Health Outcomes Framework.

Modernisation of the CCTV System

DRAFT Report to the Council

July 2017

1. During its review of Priorities and Resources in 2016, the Overview and Scrutiny Board made the following recommendation:

“In relation to the proposal to provide revenue funding to maintain the CCTV service in Torbay, the Board believe that the Council must be confident that the service can be maintained in the long term. Further consideration should be given to this proposal once the tenders for the replacement CCTV equipment have been received and evaluated.”
2. When the Council’s Capital Plan was subsequently approved in February 2017, it was on the condition that the Mayor and Chief Executive review the procurement process for the replacement of a Torbay-wide CCTV system and make recommendations to the Council. The Council further requested that the Business Case for the capital expenditure be re-presented to it for detailed consideration and determination.
3. The Business Case is due to be considered at the meeting of the Council to be held in July 2017 and, ahead of that, the Overview and Scrutiny Board asked a Task-and-Finish Group to review the Business Case.
4. The Group had the opportunity to discuss the draft Business Case with the Service Manager and, based on the feedback of the Group, it is the Overview and Scrutiny Board’s view that the recommendations before Council to replace the CCTV system should be approved.



Meeting: Council

Date: 20 July 2017

Wards Affected: All Wards

Report Title: Torbay Airshow

Is the decision a key decision? Yes

When does the decision need to be implemented? July 2017

Executive Lead Contact Details: Councillor Nicole Amil, Executive Lead Culture and Tourism, nicole.amil@torbay.gov.uk

Supporting Officer Contact Details: Fran Hughes, Assistant Director (Communities and Customer Services), frances.hughes@torbay.gov.uk, (01803) 208002

1. Proposal and Introduction

- 1.1 This report gives a summary of the outcomes of the second Torbay Airshow which took place on 3 and 4 June 2017 and provides a revised financial proposal to support the Air Show in future years for the benefit of Torbay's economy.

2. Reason for Proposal

- 2.1 The second Torbay Airshow, like the first, was a huge success in terms of the public response and audience involvement. The two day event was viewed by an estimated 150,000 spectators across Torbay including those fortunate enough to have sight-lines of the Bay from their houses and gardens, along with significant numbers who arrived into the Bay by car and train. This was a 50% increase on the previous year with an equally significant benefit to the local economy of approximately £7million.

The event comprised the best possible flying participation by military and civilian display pilots, including the first two displays of the season by the Red Arrows, as well as the Typhoon Eurofighter, The Battle of Britain Memorial Flight, the Catalina and a number of other incredible aerobatic displays.

The event was supported again, to a small degree, by external grant funding from the Coastal Communities Fund, with the majority of the funding for the event coming from an agreed amount committed by the Council, balanced by income from trade-stands and sponsorship. This year, the Council worked with Event Management Organisers Richmond Event Management (REM) who significantly reduced the overall cost of the event by using their existing infrastructure resource and expertise in sourcing sponsorship and trader support to bring the event to

fruition within budget. REM also brought their partnership support organisation in areas such as Communications and Marketing, achieving far increased media coverage and Event Safety which reduced costs and in the current climate was a necessity.

If the Council wishes to repeat the event in future then a decision needs to be taken at this meeting about committing funding to support the event for the next five years. This level and length of support will allow the event to develop significantly in scale, stature and profile, by enabling an event partner (to be secured through a tender process) and the Council to grow the event and be able to develop long-term relationships with sponsors and the media, not only achieving national prominence but also to achieve significant cost savings through income generation.

In the last two years the process of seeking an annual commitment by the Council to support the event and put it into practice has been challenging and meant that the event's full potential has not yet been realised. The available time to achieve the relevant permissions, tender the event support and income generation contract, obtaining sponsorship as well as other procurement such as booking of aircraft has been difficult. By agreeing to support the event for a five year period, and underwriting it at a level of up to £100,000 for year 1 and year 2, reducing to £90,000 in year 3, £85,000 in year 4 and £80,000 in year 5, officers and partner organisations will have significantly more time to grow the event and focus on additional income generation.

REM supported the Council in reducing costs for the event by £260,000 from the 2016 event to the 2017 event. Although the event is growing and any future partner organisation will support the Council in reducing costs and increasing income for the 2018 event and beyond, the Coastal Community fund will not be available in future years. The proposed annual commitment will ensure that the event does not remain static but will be able to continue to develop into a nationally recognised show over the next five years.

In the UK Air Shows are the second most popular outdoor event after football, and nearly 1 in 10 Britons will go to see an air show each year. There are over 700 air shows each year globally with each show attracting anywhere between 10,000 and half a million spectators each day. Continuing to make the Torbay Airshow an annual event generates the potential for a substantial boost to Torbay's economy by attracting new and repeat visitors and inward investment. This year it is estimated at £7million and will grow over the next few years.

Agreement at this point in time will allow the events team to set the date and will enable traders and accommodation providers to promote the event and develop their own business ideas to capitalise on the event.

3. Recommendation(s) / Proposed Decision

- 3.1 That the Council amends its existing commitment and makes a new five year funding commitment to develop the Torbay Airshow with a commitment of up to £100,000 for year 1(2018) and year 2 reducing to £90,000 in year 3, £85,000 in year 4 and £80,000 in year 5.

Appendices

Appendix 1: Supporting Information and Impact Assessment

Appendix 2: Air Show Budget – 2017 Actual and Proposal for future years funding

Appendix 3: Communications evaluation report

Background Documents

None

Appendix 1

Section 1: Background Information	
1.	<p>What is the proposal / issue?</p> <p>The Council made a decision in 2017 and agreed the following:</p> <p>“that the Council makes a three year funding commitment to develop the Torbay Air Show in accordance with the proposal in Appendix 3 of the submitted report to be funded as part of the 2017/18 budget development with future years built into the Medium Term Resources Plan; “</p> <p>However, based on the first years experiences it is not possible to continue to run the AirShow with this level of tapered funding. The proposal is therefore to agree that Torbay Airshow will be supported by the Council for the next five years and a commitment of up to £100,000 for year 1 (2018) and year 2, reducing to £90,000 in year 3, £85,000 in year 4 and £80,000 in year 5.</p>
2.	<p>What is the current situation?</p> <p>A funding approach was agreed by Full Council in July 2016, however, it is clear that the event is not sustainable on this basis.</p> <p>There is a need to change this to encourage long-term growth of the event as a tourism and marketing opportunity.</p> <p>The benefit to the local economy approximately £7million per annum.</p>
3.	<p>What options have been considered?</p> <p>We cannot run the Air Show with the original financial proposal despite substantial cost savings made this year. Also, the uncertainty around the future of the show incurs additional costs in the preparation in terms of additional procurements etc.</p> <p>Make a commitment to the Air Show but with an annual review of funding. This will restrict growth and economies of scale as well as long-term buy-in from investors and sponsors. It also costs the council in terms of annual procurement processes and reduces the time available to develop the event.</p> <p>Not to continue staging the airshow. This is not considered an option given the current and future benefits to the local economy from a minimal investment.</p> <p>There are some potential options to considering generating income from external sources in future years such as crowdfunding etc. However, these would need to be explored further, and built into future years.</p>

<p>4.</p>	<p>How does this proposal support the ambitions, principles and delivery of the Corporate Plan 2015-19?</p> <p>Ambitions: Prosperous and Healthy Torbay</p> <p>Principles: Use reducing resources to best effect Reduce demand through prevention and innovation Integrated and joined up approach</p> <p>Targeted actions: Working towards a more prosperous Torbay Ensuring Torbay remains an attractive and safe place to live and visit</p>
<p>5.</p>	<p>Who will be affected by this proposal and who do you need to consult with?</p> <p>This is a financial commitment for five years by the Council. The impact of the decision will affect the whole of Torbay.</p> <p>Feedback has already been received from businesses, traders and partners as part of the 2017 event and is overwhelmingly positive to continue with the event.</p>
<p>6.</p>	<p>How will you propose to consult?</p> <p>Not applicable</p>

Section 2: Implications and Impact Assessment

7.	<p>What are the financial and legal implications?</p> <p>A financial commitment of up to £100,000 for year 1 and year 2, reducing to £90,000 in year 3, £85,000 in year 4 and £80,000 in year 5.</p> <p>As part of future delivery the target for income from sponsorship and hospitality will increase from £25,000 in 2017 to £50,000 in 2020. This includes provision to draw in income from local businesses and residents.</p> <p>Any contract with a commercial partner to stage the airshow will include annual reviews and break clauses which will offer a level of protection to the authority. This means that a five year contract can be terminated should members decide at a later date not to stage the airshow.</p>
8.	<p>What are the risks?</p> <ol style="list-style-type: none"> 1. Risk of not funding the airshow. We can lose the potential to build a significant long-term, signature event for Torbay and the significant associated benefits to the local economy of circa £7million per annum. 2. Risk of funding the airshow. The original proposals for the airshow assumed a tapering of funding for future years. Whilst there have been significant cost savings made in 2017 of £260,000, tapering cannot be guaranteed as previously anticipated. However the Council will need to consider its future commitment against other competing priorities.
9.	<p>Public Services Value (Social Value) Act 2012</p> <p>Not applicable to this decision.</p>
10.	<p>What evidence / data / research have you gathered in relation to this proposal?</p> <p>The 2017 budget outturn was a loss of £6,878 which was largely due to one-off costs of £7,000. Revised projections for the next 5 years are attached as appendix 2.</p>
11.	<p>What are key findings from the consultation you have carried out?</p> <p>As previously outlined above, a number of businesses, traders and partners have overwhelmingly expressed a desire to continue with the event.</p>
12.	<p>Amendments to Proposal / Mitigating Actions</p> <p>None</p>

Equality Impacts

13	Identify the potential positive and negative impacts on specific groups			
		Positive Impact	Negative Impact & Mitigating Actions	Neutral Impact
	Older or younger people	The event is a family event with opportunities for families and intergenerational activity across the Bay		
	People with caring Responsibilities	The event is a family event with opportunities for families and intergenerational activity across the Bay. There were facilities available for disabled visitors and their carers.		
	People with a disability	The event is a family event with opportunities for families and intergenerational activity across the Bay. There were facilities available for disabled visitors and their carers.		
	Women or men	The event is a family event with opportunities for families and intergenerational activity across the Bay		
	People who are black or from a minority ethnic background (BME) <i>(Please note Gypsies / Roma are within this community)</i>			No discernible impact
	Religion or belief (including lack of belief)			No discernible impact
	People who are lesbian, gay or bisexual			No discernible impact

	People who are transgendered			No discernible impact
	People who are in a marriage or civil partnership			No discernible impact
	Women who are pregnant / on maternity leave			No discernible impact
	Socio-economic impacts (Including impact on child poverty issues and deprivation)	The event is focused at attracting new visitors to Torbay and to have a positive impact on businesses and therefore increase the level of investment in the area. There is the potential for at least £7million of Economic benefit to be generated each year over the next 5 years		
	Public Health impacts (How will your proposal impact on the general health of the population of Torbay)	This is an outdoor event supported by sustainable travel options.		
14	Cumulative Impacts – Council wide (proposed changes elsewhere which might worsen the impacts identified above)	N/A		
15	Cumulative Impacts – Other public services (proposed changes elsewhere which might worsen the impacts identified above)	For this to be a sustainable event then it relies on the support of departments from across the Council and partners to ensure its success.		

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TORBAY AIRSHOW BUDGET

2017 - ACTUAL		DRAFT BUDGET FOR:	2018	2019	2020	2021	2022
<u>Income</u>		<u>Income</u>					
Council Investment	£100,000	Council Investment	£100,000	£100,000	£90,000	£85,000	£80,000
Site Income	£92,346	Site Income	£100,000	£110,000	£115,000	£120,000	£125,000
Sponsorship and Hospitality	£25,625	Sponsorship and Hospitality	£35,000	£45,000	£50,000	£50,000	£50,000
Car Parking	£13,424	Car Parking	£20,000	£20,000	£20,000	£20,000	£20,000
Programme	£4,517	Programme	£7,500	£10,000	£10,000	£10,000	£10,000
Voluntary Donations	£5,208	Voluntary Donations	£7,000	£7,000	£9,000	£9,000	£11,000
Mayors Event Budget	£15,000	Mayors Event Budget	£10,000	£0	£0	£0	£0
Coastal Communities	£20,000						
Total	£276,120	Total	£279,500	£292,000	£294,000	£294,000	£296,000
<u>Costs</u>		<u>Costs</u>					
Air Display	£100,000	Air Display	£100,000	£102,000	£103,000	£104,000	£105,000
Marketing/Sales	£29,456	Marketing/Sales	£30,000	£30,000	£30,000	£30,000	£30,000
Traffic and Parking	£16,155	Traffic and Parking	£16,000	£16,000	£16,000	£16,000	£16,000
Security, First Aid and Safety	£42,787	Security, First Aid and Safety	£35,000	£36,500	£38,000	£39,500	£41,000
Event and Site Costs	£59,600	Event and Site Costs	£60,000	£61,000	£62,000	£63,000	£64,000
Management Fee	£35,000	Management Fee	£35,000	£36,000	£37,000	£38,000	£39,000
Total	£282,998	Total	£276,000	£281,500	£286,000	£290,500	£295,000
Income	£276,120	Income	£279,500	£292,000	£294,000	£294,000	£296,000
Expenditure	£282,998	Expenditure	£276,000	£281,500	£286,000	£290,500	£295,000
Loss	-£6,878	Surplus	£3,500	£10,500	£8,000	£3,500	£1,000



TORBAY AIRSHOW
MEDIA EVALUATION

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“For Two Days only, in case you hadn’t noticed, Paignton was the centre of the universe and it was rather great. From a spectator’s point of view the 2017 Torbay Airshow was a huge success. The crowds that thronged the beach the Green will tell you that.”

Guy Henderson, Herald Express

**PRINT &
ONLINE REACH:
OVER 10
MILLION**

**BROADCAST
REACH:
OVER
15 MILLION**

**TOTAL
REACH:
25.9 MILLION**

Page 50





ITV REPORT 2 June 2017 at 6:36pm

Red Arrows set for stunning Torbay Airshow display



The Red Arrows will be a highlight of the Torbay Airshow. Photo: Red Arrows

Around a hundred thousand people are expected to visit Torbay this weekend to watch the Bay's Airshow.

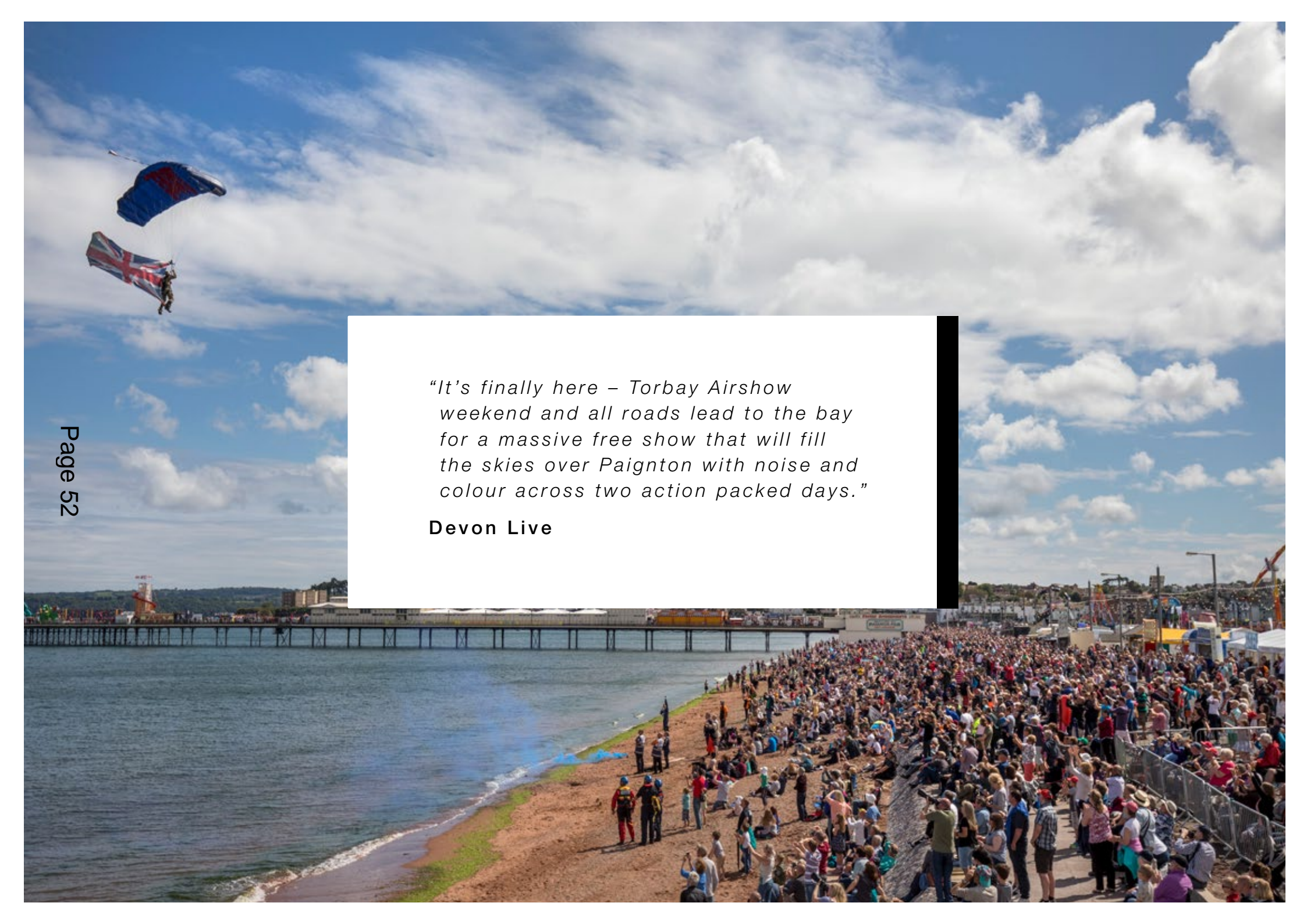
The organisers are hoping it will become an annual event after the success of last year's inaugural show. A number of roads around the centre of Paignton will be no-parking zones and some close to the seafront will be closed altogether.

Among those taking part this year are the Red Arrows. The team sent this footage of their last session before this weekend's display.



Last updated Fri 2 Jun 2017

RED ARROWS • TORBAY



“It’s finally here – Torbay Airshow weekend and all roads lead to the bay for a massive free show that will fill the skies over Paignton with noise and colour across two action packed days.”

Devon Live

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News: First air display line-up announced for Torbay Airshow 2017

Published 15 March 2017, 15:41



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Mirage IVA to begin its journey to Yorkshire museum 20 Mar 2017

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Road restrictions for air show

Wednesday 15 May 2017 by [Lisa Gordon](#) in [Environment](#)

ORGANISERS of the Torbay Air Show have released details of road restrictions during the event and alternative ways to get to the event.

Numerous roads in Paignton will be closed to all apart from residents and businesses for the two day show on Saturday, June 3 and Sunday, June 4 between 11am and 7pm.

There will also be a number of on-street parking suspensions in force for the Torbay Council-run show which will feature the first display of the season for the aerobatic team the Red Arrows.

Also appearing will be the Typhoon Jet, Battle of Britain Memorial Flight, the Tigers freefall parachute display team, world aerobatic competitor Genaid Cooper in his Extreme XA41, the Gyo Display, Raven Aerobatic team, Strikmaster, Piston Provost and the former British Female Aerobatic champion Lauren Richardson in the Pitts Special.

Anyone planning to attend the event is encouraged to make travel arrangements in advance.

Entry is free but car parking can be pre-booked online before the event at www.torbayairshow.com and the park and ride service at Broadlands will be available throughout the weekend.

Services out on buses in and out of Paignton which is also accessible by train with Cross Country service at Broadlands and Paignton Railway providing services in and out of Paignton station.



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The Torbay Air Show 2017



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Check out the photos from the 2017 Torbay Air Show!

The 2017 Torbay Airshow has been hailed a huge success after receiving a record-breaking turnout for an action packed two-day programme of events taking place on Saturday 3 and Sunday 4 June.

devonlive.com

18.9°C Partly Sunny

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Why are half the Red Arrows called Gypo?

Neil Shaw | Posted: June 04, 2017

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PROPERTY AND BUILDING MAINTENANCE
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07935 9...

Broadcast Coverage

PUBLICATION	HEADLINE
BBC Radio Devon	Tim Manns
BBC Radio Devon	The Sunday Request Show
ITV 1 West	Catchphrase
BBC 1 South West	Question Time Leaders Special
BBC 1 South West	Election Questions
BBC Radio Devon	Summer Saturdays
BBC 1 South West	Spotlight; Weather
BBC 1 South West	BBC News at One; Weather
BBC 1 South West	Spotlight; Weather
ITV 1 West	ITV News West Country
Heart North Devon	Jack Miles
BBC 1 South West	BBC News at Six; Weather
Heart North Devon	Jack Miles
BBC 1 South West	Spotlight; Weather
BBC 1 South West	The One Show
BBC 1 South West	The Graham Norton Show
ITV 1 West	ITV News West Country
BBC Radio Devon	Tim Manns
Heart North Devon	JK and Lucy
BBC Radio Devon	Tim Manns
BBC Radio Devon	Tim Manns
BBC Radio Devon	Tim Manns
BBC Radio Devon	Tim Manns

PUBLICATION	HEADLINE
The Breeze	Promo Trailer
The Breeze	Promo Trailer
The Breeze	Torbay Airshow 2017 Line up Announced
The Breeze	Red Arrows Chose Devon
The Breeze	New displays added to Torbay line-up
The Breeze	Torbay Airshow Overview
The Breeze	Airshow's full line up revealed
The Breeze	Live @ The Airshow
The Breeze	Red Arrows Interview
The Breeze	Battle of Britain interview
The Breeze	Gerald Cooper Interview
The Breeze	Peter Davis Interview
The Breeze	Typhoon Pilot interview
Riviera FM	Cllr Rober Excell
Radio EXE	The Tigers Interview

Print & Online Coverage

PUBLICATION	HEADLINE
FlyPast	UK airshows
DevonLive.com (Web)	Torbay Airshow 2017 line-up revealed - Red Arrows are coming back!
North Devon Journal (Web)	Torbay Airshow 2017 line-up revealed - Red Arrows are coming...
Herald Express (Torquay)	THEY'RE BACK - NOT ONCE BUT TWICE!
Torbay Times	Torbay Air show 2017 line-up announced.
Flyer Air Portal (Web)	Torbay Airshow 2017
DevonLive.com (Web)	It's take off for Torbay Airshow 2017
DevonLive.com (Web)	It's take off for Torbay Airshow 2017
DevonLive.com (Web)	Torbay Airshow announces more high flying displays
The Breeze (Web)	Red Arrows chose Devon for first 2017 show
DevonLive.com (Web)	Torbay Airshow 2017 goes Virtual Reality with a day of no planes...
Western Morning News (Devon)	Red Arrows display team get ready to headline Torbay Airshow
Air Mail	Airshow Events Calendar 2017*
DevonLive.com (Web)	Fears that Red Arrows may never do a full display over Dartmouth...
Pilot	Calendar
Torbay Times	Latest air displays announced for Torbay airshow 2017
Primary Times	Fayres and Festivals
Primary Times	Listings
DevonLive.com (Web)	Changes to road rules across Paignton for this year's Torbay Air...
Huffington Post UK (Blog)	Free Things To Do With The Kids In London And The UK This June
Devon Life	The diary
Brixham News (Web)	Torbay Airshow on the Saturday 3rd & Sunday 4th June 2017
By the Dart	What's On

PUBLICATION	HEADLINE
DevonLive.com (Web)	All you need to know about how to get to Torbay Airshow next month
Herald Express (Torquay)	Parking restrictions for airshow
Herald Express (Torquay)	Bubbly on ice at parking charges
Newton Today (Web)	Road restrictions for air show
Dawlish Post (Web)	Road restrictions for air show
The Breeze (Web)	Airshow's line up finally revealed
DevonLive.com (Web)	What you need to know about who's flying high at Torbay Airshow
Pilot	Calendar
DevonLive.com (Web)	How to get your #45 family and #750 VIP tickets for...
Herald Express (Torquay)	WHO'S FLYING HIGH AT TORBAY AIRSHOW?
Herald Express (Torquay)	Torbay Airshow's full air display programme unveiled
Herald Express (Torquay)	WHO'S FLYING HIGH AT TORBAY AIRSHOW?
Western Morning News (Devon)	Red Arrows and war planes for air show
Aviation News	AVIATION EVENTS CALENDAR
RadioUser Magazine	airshows
The Breeze (Web)	Win #10,000 at the Torbay Air Show
DevonLive.com (Web)	Whole village of fun and food lined up for Torbay Airshow
Herald Express (Torquay)	But we don't have airfield
Brixham News	How much will airshow cost us?
Pilot Web (Web)	Pilot summer calendar 2017
Brixham News (South Devon)	How much will airshow cost us?
DevonLive.com (Web)	Historic Lancaster bomber will not fly at Torbay Airshow
Brixham News (Totnes)	How much will airshow cost us?
Torbay Times	The full air display programme
Telegraph (Web)	50 amazing free things to do in Britain this May half term
Yahoo! Style UK (Web)	50 amazing free things to do in Britain this May half term

PUBLICATION	HEADLINE
Yahoo! Sports UK and Ireland (Web)	50 amazing free things to do in Britain this May half term
The Sunday Telegraph	Britain for free: 50 family days out
Telegraph (Web)	50 brilliant free family days out
Mirror.co.uk (Web)	Things to do this May half-term - the best events and activities for kids including the bank holiday Monday
Mirror.co.uk (Web)	Things to do this May half-term - the best events and activities for kids during the holidays
DevonLive.com (Web)	Torbay Airshow to bring #7.3m windfall for bay businesses, experts say
Herald Express (Torquay)	Top 5 things not to be missed
Herald Express (Torquay)	Huge £7m boost of airshow on target
Herald Express (Torquay)	Legendary Red Arrows will be highlight of Torbay Airshow 2017
Herald Express (Torquay)	inside today
Herald Express (Torquay)	Seven things to do this week...
Herald Express (Torquay)	Listings
Herald Express (Torquay)	Torbay airshow £7m cash boost
Herald Express (Torquay)	Paignton Green[...]
Herald Express (Torquay)	Travel advice
Herald Express (Torquay)	Activities for all the family at the Event Village
DevonLive.com (Web)	Red Arrows get the go-ahead to fly at the Torbay Airshow
DevonLive.com (Web)	Torbay Airshow 2017: What's the weather going to be like for the big show?
Brixham News (Web)	Marina Events 2017 ? Torbay Airshow Saturday 3rd & Sunday 4th June
DevonLive.com (Web)	Torbay Airshow 2017: Absolutely everything you need to get the...
BBC (Web)	Red Arrows: A view from the cockpit
DevonLive.com (Web)	Torbay Airshow bans swimming, kite-flying, balloons and drones
DevonLive.com (Web)	Watch as the Red Arrows unveil new display ahead of Torbay Airshow 2017
Silver Travel Advisor (Web)	Torbay Air Show
DevonLive.com (Web)	RAF Typhoon jet buzzes Paignton in Torbay Airshow curtain-raiser
Brixham News (Web)	HMS Somerset visiting during Torbay Airshow

PUBLICATION	HEADLINE
ITV.com (Web)	Red Arrows set for stunning Torbay Airshow display
Western Morning News (Devon)	Fresher air set to sweep across region as hopes of June heatwave are dashed
DevonLive.com (Web)	Torbay Airshow 2017: live updates, pictures and videos
DevonLive.com (Web)	Sunny breaks and scattered showers for Devon this weekend
DevonLive.com (Web)	Sunny breaks and scattered showers for Devon this weekend
DevonLive.com (Web)	The Red Arrows touch down in Exeter ahead of Torbay Airshow performance
DevonLive.com (Web)	Torbay Airshow day two: live updates, pictures and videos
DevonLive.com (Web)	Devon will see rain this morning but sunny spells later on
DevonLive.com (Web)	Why are half the Red Arrows called Gypo?
Sunday Independent (Devon)	AIR COMES THE SUMMER
The Breeze (Web)	The Torbay Air Show 2017
DevonLive.com (Web)	June 4 - A day to celebrate all that is great about Devon
Western Morning News (Devon)	Red Arrows' display thrills airshow crowd
Metro (South West)	TORBAY AIRSHOW
DevonLive.com (Web)	Torbay Airshow: Mayor Gordon Oliver says 'Let's do it again!'
Herald Express (Torquay)	Solving the riddle of Safety and fun
Herald Express (Torquay)	FLYING HIGH AND HITTING RIGHT NOTES
Herald Express (Torquay)	Airshow success set to take off?
Herald Express (Torquay)	Air Show takes off to be hailed resounding success
Herald Express (Torquay)	I took that picture
DevonLive.com (Web)	When packed and picnicking Paignton was the centre of the...
Exeter Express & Echo	There's plenty to celebrate in Devon
DevonLive.com (Web)	VIPs on private jets make Exeter Airport super busy
The Lady	THE LADY BRIEFING
Newsflare (Web)	Amazing aerial acrobatics on display at UK airshow
MSN UK (Web)	Amazing aerial acrobatics on display at UK airshow
Herald Express (Torquay)	I took that picture
Herald Express (Torquay)	I took that picture

FACEBOOK

2,132 Likes (Feb-Jun) 21% Increase

118,400 Event Page Reach (May 16-Jun 16)


903,843 Post Reach

Page 64

Torbay Airshow added 5 new photos. Published by Dan Andrew (M) · 12 May · 🌐

We are delighted to announce the full air display programme for the 2017 Torbay Airshow on Saturday 3 June and Sunday 4 June. This year's programme will include the first display of the season from the world's premier acrobatic team, RAF Red Arrows, the Eurofighter Typhoon, the RAF Chinook Display Team, the Battle of Britain Memorial Flight (Official), The Tigers Freefall Parachute Display Team, world aerobatic champion Gerald Cooper in his Extreme X441, Gyro Air Displays, Team Ravens, the Strikermaster, the Pterival Inhot Provost, former British female aerobatic champion Lauren Richardson Airshows in her Pitts Special and the historic PBY5A Catalina.

Full details can be found on the website - www.torbayairshow.com Images by Paul Johnston and Graham Taylor



95,698 People Reached

2,017 Reactions, comments & shares	1,377 Like	379 On post	988 On shares
64 Love	23 On post	41 On shares	
1 Grateful	0 On post	1 On shares	
19 Wow	8 On post	11 On shares	
228 Comments	149 On Post	79 On Shares	
228 Shares	200 On Post	8 On Shares	

6,397 Post Clicks

1,848 Photo views	610 Link clicks	3,929 Other Clicks 🌐
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NEGATIVE FEEDBACK

43 Hide Post	11 Hide All Posts
0 Report as Spam	0 Unlike Page


15,038 people reached

111 Comments 320 Shares

Like Comment Share

Torbay Airshow added 4 new photos. Published by Dan Andrew (M) · 20 May at 09:30 · 🌐

In just two weeks we'll be getting ready to open the 2017 Torbay Airshow and welcome the incredible display teams! We can't wait to see RAF Red Arrows, the Eurofighter Typhoon, the RAF Chinook Display Team, the Battle of Britain Memorial Flight (Official), The Tigers Freefall Parachute Display Team, Gerald Cooper, Gyro Air Displays, Team Raven, the Strikermaster, Piston Provost, Lauren Richardson Airshows & the PBY5A Catalina



66,558 people reached

946 Reactions, comments & shares	710 Like	309 On post	401 On shares
26 Love	16 On post	10 On shares	
1 Wow	0 On post	1 On shares	
61 Comments	60 On Post	21 On Shares	
128 Shares	128 On Post	2 On Shares	

2,302 Post Clicks

631 Photo views	34 Link clicks	1,637 Other Clicks 🌐
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NEGATIVE FEEDBACK

27 Hide Post	11 Hide All Posts
0 Report as Spam	0 Unlike Page


44 Comments 126 Shares

Like Comment Share

Torbay Airshow added 4 new photos. Published by Elio Klaut (M) · 4 June at 11:57 · 🌐

We have another afternoon of incredible air displays planned and the weather looks set to brighten up this afternoon. So keep your eyes to the skies.

Battle of Britain Memorial Flight (Official), Team Raven, The Tigers Freefall Parachute Display Team, RAF Red Arrows, Percival Provost, Strikermaster Display Ltd, PBY5A Catalina, Gyro Air Displays, Lauren Richardson Airshows, The Blades Aerobatic Team, Gerald Cooper, RAF Chinook Display Team, RAF Typhoon Display Team. Thanks to Ultimate Shot for their images.



33,529 People Reached

725 Reactions, comments & shares	470 Like	308 On post	164 On shares
28 Love	23 On post	5 On shares	
1 Wow	0 On post	1 On shares	
9 Wow	5 On post	4 On shares	
46 Comments	53 On Post	13 On Shares	
182 Shares	136 On Post	17 On Shares	

4,033 Post Clicks

1,991 Photo views	15 Link clicks	2,027 Other Clicks 🌐
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NEGATIVE FEEDBACK

13 Hide Post	4 Hide All Posts
0 Report as Spam	0 Unlike Page

33,629 people reached

35 Comments 136 Shares

Like Comment Share

Torbay Airshow added 13 new photos. Published by Simon Bobby (M) · 3 June at 19:43 · 🌐

What a day, what a show. It's do it all at our again tomorrow. Thanks to all who came & thanks to Ultimate Shot for their images.

The Breize Devon Torbay Council The English Riviera The Herald Boat Torbay Innotate Torbay Torbay Family Information Service Visit Devon RAF Typhoon Display Team SAC Strikermaster The Blades Aerobatic Team Red Arrows The Tigers Freefall Parachute Display Team Gyro Air Displays Battle of Britain Memorial Flight (Official) Team Raven



24,363 People Reached

774 Reactions, comments & shares	567 Like	412 On post	185 On shares
39 Love	31 On post	8 On shares	
15 Wow	12 On post	3 On shares	
55 Comments	38 On Post	17 On Shares	
98 Shares	94 On Post	4 On Shares	

6,362 Post Clicks

4,230 Photo views	1 Link clicks	2,066 Other Clicks 🌐
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NEGATIVE FEEDBACK

20 Hide Post	11 Hide All Posts
0 Report as Spam	0 Unlike Page

24,363 people reached

29 Comments 94 Shares

Like Comment Share

TWITTER

737,560

Impressions

29,772

Profile Visits

1,700

Retweets

3,800

Likes

53,342

Mentions

Page 65

Top mention earned 2,948 engagements



Martyn Foss

@Martynfoss · Jun 4

Favourite photo from the weekend
[@torbayairshow](#). The all new
[@rafredarrows](#) Tornado.
pic.twitter.com/pzvD8Piahq



↩ 10 ↻ 146 ❤ 573

Top mention earned 415 engagements



Claire Hartley

@CHartleyPhotos · May 22

Less than 2 weeks until I get a fix of Red jets
at [@torbayairshow](#) ...It's been a long few
weeks without [@rafredarrows](#) !
pic.twitter.com/Ck4IP5RjgG



↩ 1 ↻ 20 ❤ 99

Top Tweet earned 41.1K impressions

Huge round of applause for the
[@rafredarrows](#) Best of luck for the rest of
the season! It's been an honour to host your
first 2017 display
pic.twitter.com/MM6UBlgt3



↩ 5 ↻ 61 ❤ 325

Top Tweet earned 17.7K impressions

We are delighted to announce the full air
display line-up for this year! Check it out
here: torbayairshow.com/air-displays/
pic.twitter.com/pvnnnVdIAf



↩ 6 ↻ 62 ❤ 122


INSTAGRAM

44
Posts

1675
Likes

Page 66



 torbayairshow

torbayairshow Soon to be one very wet Tiger!
@tigers_parachute_team
#torbayairshow #torbay #tigers #parachute
#display #britain #unionflag #unionjack
#airshow #aviation #aeroplane



56 likes

JUNE 4



 torbayairshow

torbayairshow What a weekend. It's been amazing to see so many people fill the Bay to enjoy the incredible displays. The event wouldn't be possible without your support and we would like to say a big thank you to all of our partners, suppliers and most of all the stars of the show, our displays teams.
#TorbayAirshow #paignton #torbay #aircraft #aviationphotography #airdisplays
atlubamiteva This was my first air show ever and I had such a great time - it was so awesome. Thank you. @torhavairshow!



50 likes

JUNE 4

Add a comment

Draft amendment – Housing Company

- 1 That the Housing Rental Company Policy Framework document appended be approved.
- 2 That a Housing Rental Company Committee be created, with the Terms of Reference as set out in Appendix XX. The Committee to comprise of six Members and that the Special Responsibility Allowance (SRA) for the Chairman of the Committee be £3,405 subject to consultation with the Independent Remuneration Panel.
- 3 That Council grant to the Housing Rental Company working capital of £250,000 in the form of a loan, the terms of which to be agreed by Assistant Director of Corporate and Business Services and the Head of Finance.
- 4 That Council approve £25m of Prudential Borrowing to facilitate the work of the Housing Rental Company, with phases being approved by the Housing Rental Company Committee to draw down against this amount.
- 5 That the Director of Adults and Transformation be given delegated authority to appoint the Directors of the Housing Rental Company.
- 6 The Council Asset Management Plan be amended so as to include the following;

Where the Council proposes to dispose of land to the Housing Rental Company these shall be decisions for Full Council to take as part of the approval of each Business Case



Fit for the future

creating a prosperous and healthy Torbay

June 2017

DRAFT - Housing Rental Company – Policy
Framework Document

Housing Rental Company – Policy Framework Document

1.1 Background

On 22 September 2016, Council agreed the principle of setting up a new wholly owned housing company to develop and own homes with the overarching aim of maximising income back to the Council as well as supporting objectives set out in the Council's Housing Strategy.

Following the decision taken in September 2016 a number of options have been explored, and proposals have evolved. At this time Council would now like to limit this Policy Framework to the establishment of a Housing Rental Company (abbreviated to RentCo).

The principal objective of RentCo will be to support the objectives of the Council to enable ambitious and progressive delivery of the Council's Housing Strategy.

The Council wants to raise the bar on delivery and ensure that it supports the housing needs of local people, through a variety of tenures and house types to enable the provision of and choice of homes, where people can thrive.

Other key objectives of RentCo would be to increase standards in the private rented sector, and to increase the level of adapted accommodation to allow more people with care and support needs to live in specialist housing. The Council will use its own stock where appropriate to provide a greater flexibility in meeting its strategic housing needs and statutory obligations.

The Current Housing Position

Torbay covers an area of 62.9 square kilometers and has approximately 59,000 households with 50% in Torquay, 37% Paignton and 13% Brixham. The Council does not currently retain any social housing stock.

Detailed statistical information concerning Torbay's housing needs is set out in a November 2015 report produced by the Council entitled 'Torbay Housing and Health Needs Assessment'.

Some of the salient points from that report are:

- There is a higher percentage of home ownership in Paignton and Brixham than the situation in England as a whole¹;
- There is a lower percentage of social rented housing than England as a whole in the 3 towns² (Torquay, Paignton and Brixham);
- There is a significantly higher percentage of private rented accommodation in Torbay than England³;
- The average (median) sale price in Torbay in 2014 was £169,250 (2009 £155,000) ⁴;
- The average (median) sale price in Torbay in 2014 per property type was as follows - Detached £246,000, Semi-detached £179,084, Terraced £150,500, Flats/Maisonettes £112,000 (overall average in 2014: £169,250) ⁵;
- In 2015 the average (median) earnings of Torbay residents who are full time workers were around £5,450 p.a. less than England as a whole at £22,380⁶.
- In 2014, 7.7 times the average (median) annual salary is needed to buy the average priced house in Torbay, higher than the equivalent across England⁷, meaning housing is less affordable in Torbay compared with England ⁷;
- Because of the lower average earnings an increasing number of Torbay residents are living in private rented accommodation;
- In 2015/16, there were 410 net housing completions (additional housing units provided). In the 6 years to 2015/16 there was an average of 360 net housing completions a year in Torbay. (*N.B. These figures are rounded to the nearest 10*)⁸.
- Between 2010/11 and 2015/16 505 affordable homes were delivered in Torbay; and

¹ Census 2011, www.nomisweb.co.uk

² Census 2011, www.nomisweb.co.uk

³ Census 2011, www.nomisweb.co.uk

⁴ Land Registry, House price statistics for small areas, www.ons.gov.uk

⁵ Land Registry, House price statistics for small areas, www.ons.gov.uk

⁶ Annual survey of hours and earnings, www.nomisweb.co.uk, Figures are gross annual pay

⁷ Ratio of median house price to lower quartile earnings, Land Registry and the Annual Survey of Hours and Earnings, Table 577, earnings relate to the respondents place of work rather than place of residence.

⁸ Torbay Council

- The social housing register shows that a rising trend of applicant households – 1,690 in January 2013 rising to 2,266 by March 2017. The greatest need is for 1 bedroom dwellings 56%, 2 bedroom dwellings 26%, 3 bedroom dwellings 12% and 4 bedrooms or more - 6%.

1.2 Objective

The principal objective of RentCo will be to support the objectives of the Council to enable the ambitious and progressive delivery of the Council's housing strategy which may include:

- (i) Increasing the number of affordable homes delivered;
- (ii) Increasing standards in the private rented sector;
- (iii) Providing greater flexibility when dealing with housing needs for local people;
- (iv) Increasing the level of adapted accommodation to allow more people with care and support needs to live in specialist housing;
- (v) Unlocking stalled sites in and around the town centre to assist with regeneration and increase footfall in the areas town centres; and
- (vi) Assisting with regenerating areas of deprivation;
- (vii) Provide a private sector leasing option for private landlords.

Whilst there is the potential for RentCo to provide revenue income to the Council in the future, this is not the main objective of this policy framework. It is however important to set out that any decisions will be cost neutral to the Council over the lifetime of that home or group of homes (i.e. over a maximum of 25 years).

1.3 Scope

RentCo:

Council will be asked to determine the level of prudential borrowing it wishes to make available to the company by way of a loan.

Working Capital:

Working capital/set up funding for the company will be made available to them by way of a loan from the Council. Others opportunities for working capital/set up funding will be explored.

RentCo will be able to source funding alternative to that provided by the Council, however, the decision to issue share capital and/or to take out loans would be a matter reserved to the Council as shareholder.

Each phase for RentCo will need to demonstrate that:

- It is delivering the outcomes of the Housing Strategy;
- any financial reliance on the Council will not damage the Council's service delivery;
- The business case/phase demonstrates long term viability and that it will be at least cost neutral cost neutral to the Council over the lifetime of that home or group of homes (i.e. over a maximum of 25 years);

- Any company or business that RentCo propose to work with to deliver schemes will be; financially sound, committed to housing standards and have good governance arrangements in place.

Prudential borrowing drawdowns

RentCo will initially be financed by the Council using a prudential loan.

The Prudential Borrowing will need to be in line with the Councils Treasury Management Strategy and Minimum Revenue Provision (MRP) Policy. The Council and RentCo will work together to ensure there is appropriate levels of cash flow.

1.4 Strategy

RentCo:

Council will be asked to approve the prudential borrowing for RentCo, as part of the approval of this Policy Framework. Drawdowns against this borrowing will be approved by the Council for each phase undertaken.

RentCo will be expected to provide a business case for each phase as part of the drawdown process, which, inter alia will outline how the phase will meet the outcomes of the Housing Strategy as well as the performance targets for the phase. It is envisaged that a phase will be a substantial proposal.

RentCo may act as its own letting agent, or it may commission this service from elsewhere for the properties it owns. There is nothing in this strategy which limits RentCo in acting as a letting agent for itself, or for others, however a decision to act for others in this way is a reserved matter for the Company.

RentCo will be required to seek approval from the Council for selling any part of the business unless authorised through any adopted Business Plan.

1.5 Locations

Torbay will be the main location for acquisitions of rental properties so that this directly delivers the Housing Strategy within Torbay. However, there is a finite and limited supply of land and property within the local area, and of that supply only a small proportion may be available for purchase at any time.

Consequently, a slightly wider travel to work area may be considered for acquisitions as there is an evidence base which demonstrates that such investment in this area has a positive impact on Torbay's economy, which indirectly supports the outcomes of the Housing Strategy.

1.6 Target Assets

RentCo

All properties where it can be demonstrated that their acquisition assists in delivering the Housing Strategy.

1.7 Assessment of risks

A rigorous assessment of all risks is required for each business case put forward by RentCo.

The risks will be measured and an assessment made of the likely future performance of the proposal. This will be carried out based on, inter alia, the ranges of likely future rental growth, voids of the property, together with the projected disposal price/capital value at the end of the period, over which the cash flow analysis is being measured.

1.8 Governance Arrangements:

There shall be three Directors of RentCo. These Directors shall all be employees of the Council, or any of its wholly owned companies, whilst ensuring that at all times at least two of the Directors are directly employed by the Council.

Rent Co will be controlled by Reserved Matters, including approval of its business plan.

An annual report of the work of RentCo shall be presented to Council.

Any support that the Council provides to RentCo (e.g. back office services) must be provided on at least a full cost recovery basis.

1.9 Decision Making

This Policy Framework stipulates that the following decisions, which in part, comprise of Reserved Matters of the company, are outside of Policy Framework, consequently this means that these decisions will be made by Council not the Executive;

- 1.9.1 Varying in any respect the Articles or the rights attaching to any of the Shares in the Company.
- 1.9.2 Varying the quorum provisions for Director or Shareholder meetings.
- 1.9.3 Permitting the registration (upon subscription or transfer) of any person as a member of the Company other than the Council.
- 1.9.4 The creation, allotment or issue of any shares or the variation of any rights attaching to any Share
- 1.9.5 Granting any option or other interest (in the form of convertible securities or in any other form) over or in its Shares capital, redeeming or purchasing any of its own Shares or effecting any other reorganisation of its Shares capital.
- 1.9.6 Issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital.
- 1.9.7 Making any borrowing arrangement, other than from the Council.
- 1.9.8 Passing any resolution for its winding up or presenting any petition for its administration (unless it has become insolvent).
- 1.9.9 Changing the nature/scope of the Company's Business or commencing any new business by the Company which is not ancillary or incidental to the Business.
- 1.9.10 Approving any Business Plan prepared by the Board.
- 1.9.11 Taking any action or decision which would not be consistent with any adopted Business Plan and/or any approved Business Case.
- 1.9.12 Forming any subsidiary or acquiring shares in any other company or participating in any partnership or joint venture (incorporated or not).
- 1.9.13 Selling any part of the Business unless authorised through any adopted Business Plan.
- 1.9.14 Amalgamating or merging with any other company or business undertaking.
- 1.9.15 The provision of letting agency services to others.
- 1.9.16 Creating or granting any Encumbrance over the whole or any part of the Business, undertaking or assets of the Company or over any Shares in the Company or agreeing to do so other than liens arising in the ordinary course of business or any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business.
- 1.9.17 Making any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits or in the ordinary course of business) or

- granting any credit (other than in the normal course of trading) or giving any guarantee (other than in the normal course of trading) or indemnity (other than in the normal course of trading).
- 1.9.18 Altering any mandate given to the Company's bankers relating to any matter concerning the operation of the Company's bank accounts other than by the substitution of any person nominated as a signatory by the party entitled to make such nomination.
- 1.9.19 Entering into any arrangement, contract or transaction (including the appointment of any agent or intermediary to conduct any of the Company's Business) outside the normal course of its business.
- 1.9.20 Making or permitting to be made any change in the accounting policies and principles adopted by the Company in the preparation of its audited and management accounts where such change would have an impact on the EBITDA.
- 1.9.21 Declaring or paying any dividend or making any other distribution (by way of capitalisation, repayment or in any other manner) out of the Company's distributable profits or any of its reserves other than an interim dividend in accordance with the Articles.
- 1.9.22 (a) Making the initial decision for the Company to have its own employees
(b) Granting any pension rights (Local Government Pension Scheme) to any director, officer, employee, former director, former officer or former employee, or any member of any such person's family.
- 1.9.23 Dismissing any officer or employee in circumstances in which the Company incurs or agrees to bear redundancy or other costs in excess of £50,000 in total and dismissing any Director.
- 1.9.24 Instituting, settling or compromising any material legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submitting to arbitration or alternative dispute resolution any dispute involving the Company.
- 1.9.25 Factoring or assigning any of the book debts of the Company.
- 1.9.26 Establishing or amending any profit-sharing, Shares option or other incentive scheme (other than bonus schemes) of any nature for directors or employees of the Company.
- 1.9.27 Agreeing to remunerate (by payment of fees, the provision of benefits-in-kind or otherwise) any officer of the Company at a rate in excess of £50,000 per annum or increasing the remuneration of any such person to a rate in excess of £50,000 per annum or otherwise in accordance with any adopted Business Plan or Business Case.
- 1.9.28 Entering into or varying any contract of employment providing for the payment of remuneration (including pension and other benefits) in excess of a rate of £50,000 per annum or increasing the remuneration of any staff (including pension and other benefits) to a rate in excess £50,000 per annum.
- 1.9.29 Making any agreement with any revenue or tax authorities or making any claim, disclaimer, election or consent exceeding £100,000 for tax purposes in relation to the Company or its Business.
- 1.9.30 The acquisition or disposal of any land, buildings and/or other assets where such acquisition or disposal is not within the approved Business Plan of the Company or any approved business case.
- 1.9.31 To receive and approve Business Cases for developments/phases and therefore approve drawdowns of loans in accordance with the Prudential Borrowing limit set by Council.

DRAFT - Terms of Reference Housing Rental Company Committee

1.	Varying in any respect the Articles or the rights attaching to any of the Shares in the Company.
2.	Varying the quorum provisions for Director or Shareholder meetings.
3.	Permitting the registration (upon subscription or transfer) of any person as a member of the Company other than the Council.
4.	The creation, allotment or issue of any shares or the variation of any rights attaching to any Share
5.	Granting any option or other interest (in the form of convertible securities or in any other form) over or in its Shares capital, redeeming or purchasing any of its own Shares or effecting any other reorganisation of its Shares capital.
6.	Issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital.
7.	Making any borrowing arrangement, other than from the Council.
8.	Passing any resolution for its winding up or presenting any petition for its administration (unless it has become insolvent).
9.	Changing the nature/scope of the Company's Business or commencing any new business by the Company which is not ancillary or incidental to the Business.
10.	Approving any Business Plan prepared by the Board.
11.	Taking any action or decision which would not be consistent with any adopted Business Plan and/or any approved Business Case.
12.	Forming any subsidiary or acquiring shares in any other company or participating in any partnership or joint venture (incorporated or not).
13.	Selling any part of the Business unless authorised through any adopted Business Plan.
14.	Amalgamating or merging with any other company or business undertaking.
15.	The provision of letting agency services to others.
16.	Creating or granting any Encumbrance over the whole or any part of the Business, undertaking or assets of the Company or over any Shares in the Company or agreeing to do so other than liens arising in the ordinary course of business or any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business.

17.	Making any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits or in the ordinary course of business) or granting any credit (other than in the normal course of trading) or giving any guarantee (other than in the normal course of trading) or indemnity (other than in the normal course of trading).
18.	Altering any mandate given to the Company's bankers relating to any matter concerning the operation of the Company's bank accounts other than by the substitution of any person nominated as a signatory by the party entitled to make such nomination.
19.	Entering into any arrangement, contract or transaction (including the appointment of any agent or intermediary to conduct any of the Company's Business) outside the normal course of its business.
20.	Making or permitting to be made any change in the accounting policies and principles adopted by the Company in the preparation of its audited and management accounts where such change would have an impact on the EBITDA.
21.	Declaring or paying any dividend or making any other distribution (by way of capitalisation, repayment or in any other manner) out of the Company's distributable profits or any of its reserves other than an interim dividend in accordance with the Articles.
22.	(a) Making the initial decision for the Company to have its own employees (b) Granting any pension rights (Local Government Pension Scheme) to any director, officer, employee, former director, former officer or former employee, or any member of any such person's family.
23.	Dismissing any officer or employee in circumstances in which the Company incurs or agrees to bear redundancy or other costs in excess of £50,000 in total and dismissing any Director.
24.	Instituting, settling or compromising any material legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submitting to arbitration or alternative dispute resolution any dispute involving the Company.
25.	Factoring or assigning any of the book debts of the Company.
26.	Establishing or amending any profit-sharing, Shares option or other incentive scheme (other than bonus schemes) of any nature for directors or employees of the Company.
27.	Agreeing to remunerate (by payment of fees, the provision of benefits-in-kind or otherwise) any officer of the Company at a rate in excess of £50,000 per annum or increasing the remuneration of any such person to a rate in excess of £50,000 per annum or otherwise in accordance with any adopted Business Plan or Business Case.

28.	Entering into or varying any contract of employment providing for the payment of remuneration (including pension and other benefits) in excess of a rate of £50,000 per annum or increasing the remuneration of any staff (including pension and other benefits) to a rate in excess £50,000 per annum.
29.	Making any agreement with any revenue or tax authorities or making any claim, disclaimer, election or consent exceeding £100,000 for tax purposes in relation to the Company or its Business.
30.	The acquisition or disposal of any land, buildings and/or other assets where such acquisition or disposal is not within the approved Business Plan of the Company or any approved business case.
31.	To receive and approve Business Cases for developments/phases and therefore approve drawdowns of loans in accordance with the Prudential Borrowing limit set by Council.
32.	To approve the disposal of any land to the Companies associated with any Business Cases/Phases considered.
33.	The Head of Finance can refer any proposed acquisition decision (irrespective of value) to Full Council for consideration where they deem this is in the best interest of the Council.