Appendix 8 - Risk Management

Key Risks and Mitigations

- 1. A primary risk is that the Trust fails to deliver on predicted financial performance and becomes at risk of insolvency. Potential risk areas that may impact on financial performance include ability for funding partners (including districts and boroughs) to continue investment and underachievement of visitor/income targets. The proposed governance model is a charitable company limited by guarantee and the Trust will be a separate entity from the founding Local Authorities. The Trust will be able to anticipate cash flow issues or budget pressures and put mitigation strategies in place to ensure a balanced budget, in discussion with the Board and funding partners.
- 2. A key risk in terms of financial performance is the ability within district and borough councils to continue a stable level of investment in existing arts and museum partnerships. This risk exists regardless of the Trust proposal. Initial consultation with district and borough funding partners has emphasised the value of minimising any anticipated budget reductions during at least the first 2-3 years of the Trust to give the best chance of growing new income streams. Overall, most partners have been interested in the Trust proposal in principle with a requirement to understand the detail at implementation phase. This detailed discussion will include future funding arrangements with outcomes reported to the Executive Member in March 2014.
- 3. A second key financial performance risk is underachievement of visitor numbers and income targets. This risk will be mitigated by prioritising quality programmes appealing to a large customer base, investing more existing funding (made available by the tax relief opportunities of becoming a Trust) into marketing and programmes, securing additional external investment and retaining the local familiar brand for venues.
- 4. A third key financial performance risk is the revealing of any hidden costs associated with the Trust operation. Detailed analysis has already been undertaken during the business case stage, including securing advice from relevant specialists and existing charitable cultural organisations. Further detailed budget construction and analysis will be undertaken during the implementation stage, and any significant variation in financial performance will be brought to the Executive Member for consideration in March 2014.
- 5. External investment targets are not a key requirement of the baseline financial model delivering arts and museums services for Hampshire County Council and Winchester City Council during the first few years. However, they are desirable in terms of developing ambition and enabling delivery on the wider the strategic partnership vision. Given the number of arts, museums and cultural organisations in the Hampshire Solent area (which is of course its strength), there is a risk that individual applications will compete with each other for major strategic funding opportunities. The Hampshire Solent Cultural Trust would have the capacity to support a wider Hampshire Solent Cultural Partnership, and facilitate collaborative initiatives as appropriate.

- 6. Moving from a local authority service into an independent Trust and merging two organisations is a significant challenge for staff in terms of cultural change. Over the last 2 years considerable emphasis has been placed on staff from Hampshire, Winchester and Southampton working closely together on projects that deliver public outcomes. During the first 3 years, the Trust would need to embark on a significant programme of business change to best equip and motivate staff to capitalise on the associated opportunities and effectively manage risks.
- 7. In terms of decision and implementation stage, the top risks currently identified for setting up the Hampshire Solent Cultural Trust are:

Risk Summary	Likelihood	Impact	Mitigation	Risk Outcomes
Set up costs exceed range making project unviable	Medium	High	IT costs investigated in detail as part of Business Case. Check points during implementation	Low
Inability to provide Trust with legally acceptable cash reserves	Low	High	Propose in years 1 - 5 that in Year 1 the full grant is made in advance; Years 2 - 5 the grant is made 6 months in advance Close monitoring of budgets by Trust and partners during 5 year period; Strategy to build reserves over time	Low
VAT costs are found to be unrealistic as budget is constructed during implementation stage	Low	Medium	VAT expenditure estimated according to current expenditure and benchmarked with similar cultural charitable	Low
80% NNDR relief unrealistic in negotiation with billing authorities	Medium	Medium	Assumed in cautious model	Medium
Significant reductions to district/ borough council grants	Medium	Medium	Local solutions will be identified that are likely to involve an element of service reduction	Medium
Problems recruiting/ retaining Trustees and key posts	Low	High	Bold vision embedded in strong partnership. Strategy to nurture Trust in early years	Low
Staff motivation and cultural differences	Medium	High	Bold vision; Selection of exciting projects. Minimise impact on staff in transfer; Skills development	Medium
Charitable status of new company not secured	Low	High	Clear charitable objectives established	Low
Partners distancing themselves after transfer	Low	Medium	Shared bold vision; Relationships and behaviours strategy embedded in Partnership and Grant Agreements'	Low
State aid legal challenge	Low	Medium	External legal advice has assessed the risk as very low. There is no requirement to notify aid to the European Commission	Low

8 State Aid Summary

State aid advice has been obtained from Legal consultants and is not considered a risk to setting up the Trust. Legal advice confirmed that the arts and museum services which the LAs propose to fund fall outside of the scope of State aid law and are not economic activities within the meaning of relevant legal provisions. The significance of this conclusion is that it alleviates the LAs from any requirement to notify the aid to the European Commission. It is considered that provision of archive services to the public are akin to the provision of museum services and therefore would also fall outside of the scope of State aid law. The provision of record management services may be more problematic, but these can be regarded as a deminimus "SGEI" and would therefore be permissible. Even if a complainant was able to argue successfully that there was a State aid, then it would still be possible to make the counter argument that the aid was justifiable under limb 107(1)(d) of the Treaty for the Function of the European Union (TFEU). Making a notification to the Commission would be the safest route of proceeding from a State aid perspective, because notification does remove any doubt of future challenge. However, notification does present the possibility for delay but would involve more officer time and specialist consultancy support (legal and possibly economist costs) and therefore is not recommended.

9. Risk Assessment

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
Risk	s associated with the Decision a	and fu	ture co	mmitment	
13	Records Management & Archaeology units may trigger State Aid & procurement issues. State Aid and procurement challenges / penalties could arise.	L	М	The risks are limited to SCC as their operations and it for SCC to decide if these services are included in scope for Option B.	Low
14	Lack of willingness or availability or ability of key staff to deliver the business case or Implementation project	M	Н	Review progress and any issues with Board. Senior Users are talking to management teams to secure Chief Officer support and ensure data and resources are made available. External consultant appointments will ensure minimal input from partner workstream leads.	Low
15	One or more of the partners choose not to proceed with the Trust.	L	Ι	The business case and the operating model should be developed to be flexible to accommodate the loss of a partner.	Medium
16	Double counting of savings with other new or existing initiatives which changes the financial summary or outcomes.	L	M	Discussion and agreement with relevant work stream leads on how to avoid double counting	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
17	Lack of transparency and openness between partners will compromise the ability to produce a robust business case within the specified timescale.	L	Ħ	Robust Project Governance and regular Project Board and team meeting to ensure transparency and openness between partners.	Low
18	Information gathered from reference sites is not relevant for the Trust and new research is required which may impact specific timescales.	L	L	Regular contact with reference sites ensures information is updated and relevant to business case assumptions.	Low
19	The initial timescale specified to develop the final business case for a decision by each Local authority was ambitious with the volume of data that needs to be gathered and analysed.	Н	Н	The Project Plan has been reviewed with the Board and amended in light of significant changes to scope and cabinet which has impacted the decision timetable. All partners remain committed to making a decision when the business case is completed and regular communications to key stakeholder ensure they are kept informed.	Low
20	A new partner wished to join the Trust during the Implementation Stage.	L	M	The business case and the operating model should be developed to be flexible to accommodate the loss of a partner or inclusion of a new partner.	Low
21	Different democratic and officer decision-making processes for partners and timing of decisions may impact the timescale of the project.	M	М	Review progress and resolve any issues with Board.	Medium
Risk	s associated with Governance a	and or	ganisat	ional design	
23	Inability to identify and recruit Trustees and staff of sufficient Caliber	М	Н	Required Skills Matrix and Recruitment strategy to be developed. Higher risk with Option C as smaller organisation and less attractive.	Low
24	Failure to approve grant funding and management agreements between Trust and each Partner	L	M	Programme and process for agreeing to be approved by the Board. Ongoing Consultation with Partners to ensure understanding of likely requirements	Low

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Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
25	Identifying a sustainable and acceptable staffing structure	М	М	In depth benchmarking across the arts and heritage and voluntary sectors. Consulting widely across staff and stakeholders. Matching staffing structure to business needs.	Low
26	Reaching agreement on job descriptions / grades and other terms and conditions eg leave	L	Н	HR support to be engaged to provide specialist advice. Active consultation following decision with Trades Unions and staff to reach agreement.	Low
27	Ensuring effective communication to external stakeholders / staff / public	L	H	Communication Strategy developed and updated for each stage of the project. Adequate resources to be attributed to communication management	Low
28	Lack of clarity in respect of VAT arrangements / impacts	L	Н	Specialist advice provided by Hampshire CC in respect of VAT Strategy. Advice incorporated into Business Case and Plan	Low
29	Lack of clarity in respect of Pension arrangements	L	Н	HR support to be engaged to provide specialist advice. Active consultation following decision with Trades Unions and staff to reach agreement.	Low
Risks	s associated with transition and set	ting up	the Tru	ust	
1	Transfer of former liabilities from a local authority to the new organisation.	Н	M	Potential and actual liabilities associated with any individual partner that may be transferred to the new organisation will need to be identified and addressed at due diligence stage.	Medium
2	The transfer of staff under TUPE arrangements from 3 organisations with varying pay and conditions	М	I	Discussion and agreement with relevant work stream leads on how to harmonise terms and conditions.	Medium
3	Change of political leadership and potential change of direction during implementation project eg given elections in may 14 for SCC and WCC for example	M	Ι	By providing all party briefing as part of consultation this should help retain support for this project even if political leadership changed. A Partnership agreement will be established between the three authorities once the business case has been approved by all three so that there is no last minute change of direction.	Medium

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
4	Securing funding for transitional costs, agreeing funding agreements	М	Н	Implementation programme to be developed identifying transitional funding requirements and approval process.	Medium
5	Delivering Transitional works within available budget, achieving income projections during this period of change	M	М	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators. Monthly monitoring of progress against work schedule. Timely mitigation if issues identified.	Medium
6	Satisfactory set up of new arrangements for Central Services (IT / HR / Finance / Property etc)	М	Н	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators. Monthly monitoring of progress against work schedule. Timely mitigation if issues identified.	Low
7	Failure to finalise arrangements / operation of trading structures with timeframe	M	М	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators. Trading Company could be established post handover, once arrangements confirmed and resourced.	Low
8	Developing brand identity / website / marketing plan within budget and timeframe	М	Н	Detailed work schedule to be agreed, including milestones for delivery of actions, key performance indicators and required budget included in financial summary.	Low
9	Failure to confirm loan agreements in respect of collections / equipment and other assets within scheduled timescale	М	Н	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators. Monthly monitoring of progress against work schedule.	Low
10	Failure to appoint appropriately qualified Chief Executive, Chair or Management Team within scheduled timescale	М	Н	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators. Higher risk for Option C.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
11	Failure to agreement property leases and/ or licences within scheduled timescale	M	Н	Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators.	Low
12	Existing insurers of property or other assets impose exclusions or additional requirements due to new arrangements.	M	M	Early consultation with insurers to be undertaken. Assets to remain insured with Las and new Trust liabilities and insurance costs developed from benchmarking.	Low
13	Existing agreements with suppliers / service providers cannot be transferred to the Trust.	М	Ι	Detailed review of all existing agreements to be undertaken. Early consultation with suppliers / service providers to be undertaken to confirm transfer requirements.	Low
14	Loss of key staff during transition phase	M	Н	Good communication and consultation with trades unions and staff to ensure risks associated with all options are understood. Develop and maintain a succession plan for key roles.	Low
	s associated with handover of o	perati	ons		
Oper	rations - Financial risks	1			I
1	Not achieving income projections	М	H	Realistic income projections to be established and agreed. Monthly monitoring of progress against projections. Timely mitigation if issues identified.	Medium
2	Failure to achieve funding targets from Third Party funders	М	Н	Monthly monitoring and review of performance against funding strategy. Ensure set up and operation of the Trust aligns with key funders requirements. Adequate investment of time and expertise into sourcing funding opportunities and bid writing. (seek specialist funding support if required) Ensure outputs of existing funding awards are delivered, to maintain reputation / track record.	Medium

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
3	Maintenance of acceptable cash reserves	Н	H	Monthly monitoring and review of performance. Adequate mitigation and contingency allowances included in grant funding agreement for years 1 – 5.	Medium
4	Failure to achieve required year on year operational efficiencies	М	I	Quarterly monitoring and review of performance against agreed targets.	Low
5	Not achieving Business case requirement with respect to reducing costs of in-kind support services	М	H	Monitoring of progress against grant funding requirements. Timely mitigation for issues identified.	Low
6	Inadequate financial control		I	Monthly monitoring and review of income and expenditure against planned cashflow.	Low
7	Failure to deliver the required level Volunteer development training / recruitment	L	Η	Provision of adequate resources. Monthly monitoring and review of performance against planned targets.	Low
8	Maintaining core funding commitments from local authority partners	L	Н	Deliver requirements of grant funding agreements	Low
9	The required indemnity and insurance requirements are prohibitively expensive for the Trust to purchase	L	L	The business case recommends that the LA partners that own the property or assets will continue to insure these as current. This principle is being testing with property, legal and insurance contacts and terms will be part of the grant agreements and leases as appropriate. Provision has been made in the Business case for the trust to hold insurance for new liabilities associated with the Board or Trust operations and the cost have been tested with benchmark sites.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
10	Any redundancies following implementation are not included in set up costs and will need to be met by the Trust.	L	L	Redundancy costs will be incurred in Option D, 'Do Nothing' as well as part of setting up a Trust organisation and have been separated from the set up costs. The figures assume a worst case for redundancies in Year 1 only for each of the options under consideration. It should be noted that the overall redundancy costs incurred in option D are likely to be significantly greater than in options A-C, as the primary method for meeting budget savings is likely to involve significant staff reductions.	Low
Oper	ations – governance risks				
11	Failure to comply with Statutory Legislation	L	Н	Due diligence in all operational matters. Keep abreast of changes in legislation.	Low
12	Inadequate Facilities Management arrangements	L	Н	Monthly monitoring and review of performance of suppliers against agreed performance indicators.	Low
13	Failure to integrate staff across the Trust	L	Н	Adequate investment into staff training and liaison.	Low
14	Lack of understanding regarding the direction and control that each LA is able to exert over the Trust given the level of funding provided and value of assets being managed	L	М	Business case sets out to determine direction and LA involvement with the Trust. Charitable status of the Trust requires independence from the LAs	Low
15	The three councils have equal status and therefore influence on decision making may be perceived as being disproportionate and/not reflecting the funding provided or value of assets being managed	L	M	Business case sets out to determine direction and LA involvement with the Trust. Charitable status of the Trust requires independence from the LAs	Low
16	Ensuring fitness for purpose / low reputational risk	L	Н	Mitigation against all other risks to ensure Trust delivers planned outcomes	Low
17	Failure to integrate with Local Authorities Strategic Plans in order to maximise potential of the Trust	L	M	Quarterly formal reviews with Partners. Ongoing communication in respect of development and delivery of strategic plans.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
18	Loss of a Partner	L	Н	The business case and the operating model should be developed to be flexible to accommodate the loss of a partner. All partners are committed to making a decision in late summer/early autumn 2013	Low
19	Standard of service delivery falls below current or expected standards from the Trust.	М	М	Monitoring the services (low level), Annual Strategic Review and the year 4 grant review.	Low
20	High level of LA control over Trust which in reality makes the Grant a Service Contract. Tax and procurement penalties may apply.	М	Н	Charitable status of the Trust requires independence from the LAs. Legal to advise if circumstances change.	Low
21	The Trust seeks to exhibit works or host exhibitions that the council feels are inappropriate either in terms of the nature or content of the works	L	L	Charitable status of the Trust requires independence from the LAs however with good communications with founding authorities effective mitigation can be negotiated to reduce reputational risk.	Low
22	The council(s) fails to identify sufficiently early that the Trust is failing to deliver its contractual obligations	L	М	Each Council to retain a 'commissioning role' which has been considered by the Board and will be developed in the Implementation project subject to the decision to proceed.	Low
23	The council(s) fails to identify sufficiently early that the Trust is not financial viable and/or sustainable in the longer term	L	M	Each Council to retain a 'commissioning role' which has been considered by the Board and will be developed in the Implementation project subject to the decision to proceed.	Low
24	In the event of the Trust being wound up disproportionate costs are met by the remaining member(s)	L	L	Exit arrangement are summarised in the Business case and these will be developed in the grant funding agreement to ensure fairness and equity if the Trust becomes insolvent or a partner exits from the arrangements.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
25	Other co-opted or elected members to the board do not act in an impartial way and/or in the best interests of all member of the Trust	L	L	The Charitable Company will be established to provide strong governance and rules of behaviour and operation. Any issues will be managed through the Trust's disciplinary policies.	Low
26	An alternative lower cost comparable management arrangement facility is identified at any point during the agreement	L	L	The work on the Business case has been thorough and so new lower cost opportunities are unlikely to arise. However the grant agreement will ensure flexibility and ability to adapt management arrangements providing there is a majority agreement at AGM.	Low
27	Maintaining delivery of current Partner funding / contractual commitments	М	Н	Clarity of outputs required / contractual commitments. Monthly monitoring and performance review against targets.	Low
Oper	ations – Support Service including	IT risk	s		
28	Failure to successfully undertaken the data migration arrangements	L	М	Competent consultant appointed to deliver IT requirement to Trust. Detailed work schedule to be agreed, including milestones for delivery of actions and key performance indicators.	Low
29	Failure to integrate IT systems / Central Services / Collections	M	Н	Business case proposes that HCC provides all central support services through in-kind grant funding arrangement so low risk of integration between different partner IT systems. Details IT project completed in Spring 2013 to identify the resources and risks associated with setting up IT systems for Trust.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
30	The Partners are unable to continue to provide the in-kind grant agreement to the Trust to support delivery of support services	L	Н	Business Continuity Plan to be developed and agreed between Trust and partners.	Medium
31	Failure to Integrate Collection Care policies / arrangements (including covenants, ownership issues etc.)	L	М	Quarterly review of performance against agreed work plan. Plan to retain 3 separate policies in early years until outcome of resilient Collections project is known as this would enable the harmonisation of collection policies and care arrangements.	Low
32	Lack of control over collections impacts adversely on the Trust (ie disposal of collections by one of the Partners, restrictions on use of a items, imposed by owners)	L	Н	Collection Management policy to be established between the Trust and the Partners.	Low
33	One of the venues becomes unavailable to the Trust due to flood, fire or other incident	L	Н	Trust position to be considered within Partner SLA / Funding agreements	Low
34	The level of security at different venues is inconsistent and therefore restricts the movement of works between venues.	Н	М	Forward plans to reflect operational and security restriction imposed by venues.	Low
35	The owners of 'works of art on long term loan' to the Council do not agree or accept the new management arrangements	L	L	The Implementation plan sets out actions to contact owners of loaned collection assets to consult on Trust proposals and changes to current arrangements. Any loans that can't be transferred to the Trust will not be managed by the Trust and remain in LA care or returned as appropriate.	Low
36	Trust arrangement prevents the Council from selling assets as part of an income a generation exercise	L	L	Any disposal of collection assets is likely to create media interest and impact designated collection status and would require careful negotiation and delivery as needs arise. The collections agreement will detail this issue.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
37	The Trust advises that it is unable to open some or all of the facilities unless the council provides additional funding	L	L	The arts and heritage buildings will be loaned to the Trust by each local authority on a long term lease agreement where practicable. Both the grant funding agreement and lease agreement will determine operating arrangements and monthly monitoring by both the LA partners and Trust will ensure any issues are identified quickly for remediation.	Low
38	The Trust seeks to impose charges for venues that were previously free	L	L	The arts and heritage buildings will be loaned to the Trust by each local authority on a long term lease agreement where practicable. Both the grant funding agreement and lease agreement will determine operating arrangements and monthly monitoring by both the LA partners and Trust will ensure any issues are identified quickly for remediation.	Low
39	Individual items or assets under the control of the Trust are found to be missing at cessation (or at any point) of the Trust Agreement	L	L	Each LA has an asset register and this will be detailed in the lease agreement for collection assets. Actions to deal with damage or loss of assets will be negotiated as part of the grant agreements.	Low
40	There is dispute regarding proof of title or ownership of an asset	L	L	Each LA has an asset register and this will be detailed in the lease agreement for collection assets. Actions to deal with disputes regarding title will be part of the grant agreements and the principle is that these would be resolved by the owner of the asset, in most case one of the LA partners.	Low
41	Existing insurers of property or other assets are unhappy with the new management arrangement and/or impose exclusions or additional requirements on the council	L	М	The business case recommends that the LA partners that own the property or assets will continue to insure these as current. This principle is being testing with property, legal and insurance contacts and terms will be part of the grant agreements and leases as appropriate.	Low

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Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
42	Existing insurers of property or other assets impose different requirements across different venues	L	L	The business case recommends that the LA partners that own the property or assets will continue to insure these as current. This means that different requirements or standard of repair may exist across the Trust's portfolio which will need to be managed by the Trust.	Low
43	The income/success of the Trust is adversely influenced by controls/restrictions on what it is able to exhibit (i.e. controversial works that may generate public interest/media attention)	L	L	Charitable status of the Trust requires independence from the LAs however the suggested governance framework will ensure good communications with founding authorities to mitigate this risk.	Low
44	There are restrictions on where certain works are able to be displayed (imposed by the owner or by covenant)	L	L	Each LA has an asset register and this will be detailed in the lease agreement for collection assets. Actions to deal with restrictions or covenants will be covered part of the grant agreements.	Low
45	The sale of assets by a council has an adverse impact on the overall quality of the collection.	L	L	Any disposal of collection assets is likely to create media interest and impact designated collection status and would require careful negotiation and delivery as needs arise. The collections agreement will detail this issue.	Low
46	The opening times in respect of those venues located in Council admin buildings are incompatible with the requirements of the Trust re opening times, Christmas break, public holidays etc.	L	L	The arts and heritage buildings will be loaned to the Trust by each local authority on a long term lease agreement where practicable. Both the grant funding agreement and lease agreement will determine operating arrangements and monthly monitoring by both the LA partners and Trust will ensure any issues are identified quickly for remediation.	Low

Risk No	Risk Summary	Likelihood (L/M/H)	Impact (L/M/H)	Containment / Mitigation	Risk Outcomes
47	Council is not prepared to invest in additional physical security or other measure that would be required in order for certain works to be displayed or exhibitions hosted	L	L	The arts and heritage buildings will be loaned to the Trust by each local authority on a long term lease agreement where practicable. Both the grant funding agreement and lease agreement will determine operating arrangements and monthly monitoring by both the LA partners and Trust will ensure any issues are identified quickly for remediation.	Low
48	Income generation activities, proposed by the Trust to take place in council venues or using council assets, are not approved	L	L	Charitable status of the Trust requires independence from the LAs however the suggested governance framework will ensure good communications with founding authorities to mitigate this risk.	Low
49	Each LA will not be able to maintain arts and heritage building to the trust's standards as money will be allocated according to Council Asset Management Plan which could differ.	L	L	Each LA will have a lease with the Trust (on a peppercorn rent) and retain responsibility for repairs, maintenance and utilities to a capped level while facility management arrangement will be provided by the Trust. Specific arrangements may operate for leasehold properties which may be sublet to the trust and for Council building eg Southampton Civic Centre which the Trust may need access to a small part. All terms will be detailed in lease or license agreements for every building so that the trust and LA responsibilities are clear.	Low