

DATED

2006

(1) STEVENAGE BOROUGH COUNCIL

and

(2) STEVENAGE HOMES LIMITED

**MODEL AGREEMENT FOR
HOUSING MANAGEMENT AND OTHER SERVICES**

VERSION 4

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50 Broadway
London
SW1H 0BL

Wh# 77#3,53#55:#333#

Fax +44 (0)20 7222
3480
DX 2317 Victoria
www.bdb-law.co.uk

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THIS AGREEMENT is made the _____ day of _____ 2006

BETWEEN:

- (1) **STEVENAGE BOROUGH COUNCIL** of Daneshill House, Danestrete, Stevenage, Herts SG1 1HN (“the **Council**”); and
- (2) **STEVENAGE HOMES LIMITED** whose registered office is situate at [_____] (“the **Organisation**”).

WHEREAS

- (A) The Council is the local housing authority for its area pursuant to Sections 1 and 2 of the Housing Act 1985 and pursuant to the powers contained in that Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation.
- (B) Pursuant to Section 27 of the Housing Act 1985 and with the approval of the Secretary of State and pursuant also to Section 2 of the Local Government Act 2000 and all other enabling powers the Council agrees that a third party exercises such of the Council’s management and other functions as are herein specified.
- (C) The Council and the Organisation have agreed that the Organisation shall provide and the Council shall co-operate with it in providing the Services in the manner and upon the terms hereinafter set out.

IT IS AGREED as follows:-

PART A - PARTNERSHIP IN DELIVERY BETWEEN THE ORGANISATION AND THE COUNCIL

1 THE DELIVERY PLAN

The Organisation shall deliver the Delivery Plan which in its initial form is set out in Annex 1 and which as to its general content for future years is set out in Annex 2. The future Delivery Plan:-

- 1.1 sets all the outputs of the Organisation, the key performance requirements of the Services and includes the performance standards expected;
- 1.2 includes the overall strategy of the Organisation and how the Organisation will deliver the key strategic goals of the Council and the community the Council represents;
- 1.3 details the financial and staffing resources required to enable the Organisation to deliver the Delivery Plan and perform the Services with skill, care and diligence.

2 COMMITMENT TO THE COMMUNITY

The Services to be carried out by the Organisation are set out in the Delivery Plan and are part of an important relationship between the Council and the community it represents. The Council's Community Strategy and Best Value Performance Plans contain the key objectives of this relationship. The Organisation has a duty to help deliver those objectives. The Organisation through the Delivery Plan and the Annual Performance Plan will ensure that all its policies and activities support the objectives of all relevant Council strategies ("the Strategies") including (but not exclusively) the Community Strategy and those other strategies which are entitled, relate to or are the equivalent of the following:-

- Housing;
- Economic Development;
- Anti Poverty;
- Social Inclusion;
- Crime & Disorder
- Neighbourhood Renewal;
- Tenant Empowerment;
- Home Energy Efficiency;
- New Deal for Communities;
- Child Support;
- Older People;
- Supporting People
- Health and Housing

For such purposes the Organisation shall:-

- 2.1 ensure all staff are trained and understand the Strategies;
- 2.2 provide information to help the Council up date and develop the Strategies;
- 2.3 demonstrate in the Annual Performance Plan how resources will be used to meet the objectives of the Strategies.

3 EQUAL OPPORTUNITIES

The Council has a strong commitment to equal opportunities and in providing the Services the Organisation shall operate equal opportunity policies and procedures in all aspects of its work. By implementing these policies and procedures the Organisation shall ensure that it does not discriminate against any person or other organisation on the grounds of race, ethnic origin, disability, nationality, gender, sexuality, age, class, appearance, religion, responsibility for dependants, unrelated criminal activities, being HIV positive or having AIDS, or any other matter which causes a person to be treated with injustice.

- 3.1 The Organisation shall follow the best professional practice in relation to equal opportunities and in particular (but without limitation) shall comply with:-

- 3.1.1 all relevant legislation as well as statutory and other official guidance and codes of practice;
 - 3.1.2 the Council's own equal opportunities policies as the same may be adopted and amended from time to time.
- 3.2 The Organisation's will adopt as its own the Council's Equality Policy as set out at Annex 5 and the Organisation shall amend the policy from time to time so far as necessary to comply with all statutory requirements and other official guidance issued from time to time and to follow best professional practice any such amendments shall be subject to the Council's consent which shall not be unreasonably withheld The application of this policy must include how the Organisation:-
- 3.2.1 employs and recruits staff;
 - 3.2.2 deals with board membership and other issues arising from its constitution;
 - 3.2.3 handles racial disputes and harassment;
 - 3.2.4 commissions contractors, consultants and agents;
 - 3.2.5 implements the Delivery Plan.
- 3.3 The Organisation shall provide such information as the Council may reasonably request for the purpose of assessing the Organisation's compliance with this Clause 3.

4 TENANT INVOLVEMENT

The Council has a partnership with its tenants and leaseholders and to further this relationship the Organisation will honour the Council's Tenant Compact so as to support and encourage tenant involvement. The Council's Tenant Compact forms Annex 4 and the Delivery Plan will include sufficient resources to ensure that the objectives of the Council's Tenant Compact are met.

- 4.1 The Organisation and the Council will develop the Tenant Compact over time and the same will be amended from time to time so far as necessary to comply with all statutory requirements and other official guidance issued from time to time and follow best professional practice.
- 4.2 The Tenant Compact objectives will be reviewed and consulted upon annually and sufficient resources will be provided for in the Delivery Plan to deliver these objectives.
- 4.3 The Tenant Compact will include strategies for involving 'difficult to reach' groups and those tenants who do not normally get involved in the management of their homes.
- 4.4 A summary of the Annual Performance Plan will be provided to the Council Representative for approval and on receipt of approval will be forwarded to every household affected.

PART B – PERFORMANCE RESPONSIBILITIES OF THE COUNCIL

5 DUTY OF BEST VALUE

- 5.1 The Council has a duty of Best Value and must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. In discharging its responsibilities under this Agreement the Organisation must also make the same arrangements to secure Best Value.
- 5.2 The Council following the receipt of the Annual Performance Plan will consider whether the Council through the Organisation should continue to exercise a particular function or service and will consider the level and the way in which it should exercise that function or service. The Council will also consider its objectives and strategies in relation to that function. Any variations to this Agreement following such consideration shall be effected in accordance with Clause 63.
- 5.3 The Annual Performance Plan shall be agreed and the Best Value Reviews shall be carried out in accordance with Clauses 7 and 8 respectively. In the event of an extension to this Agreement and wherever the Council so requests the Organisation will carry out any best value reviews of the Organisation's housing management function which the Council is required by statute to carry out.

PART C – PERFORMANCE RESPONSIBILITIES OF THE ORGANISATION

6 FUTURE DELIVERY PLANS

- 6.1 The Organisation shall provide to the Council's Representative by 30th November 2006 an initial draft of the Annual Sections of the Delivery Plan for the first year following the Commencement Date in the Delivery Plan Format. The sections of the Delivery Plan comprising the financial plan the performance plan and the resourcing plan will be received on this annual basis. The section of the Delivery Plan comprising the service delivery plan shall be reviewed concurrently with the other sections unless the Delivery Plan Format provides for more frequent reviews (in which event the parties shall carry out such review procedures as are stipulated in the Delivery Plan Format and the annual reviews provided for below in this Clause shall accommodate the result of intervening reviews). The section of the Delivery Plan comprising the capital programme will be reviewed so as to enable the Council (a) to make its housing investment programme bid to the Government in July each year and (b) to settle the revenue and capital programme, fix rents and determine the following year's schemes in January each year in response to the Housing Revenue Account subsidy announcement by the Government in the preceding December. After the first year the Organisation shall provide to the Council by 30th November in each calendar year a draft of the Annual Sections of the Delivery Plan for the year following the next anniversary of the Commencement Date in the Delivery Plan Format.
- 6.2 The Delivery Plan will include an action plan setting out the Organisation's suggested measures that might be taken by the Organisation, the Council or other organisations

further to improve the Services PROVIDED THAT against any measure which it considers might be taken by the Organisation itself, the Organisation shall set out whether the implementation of such measure would result in any upward or downward variation of the Delivery Plan if the measure were to be a variation under the provisions of Clause 63.

- 6.3 When submitting the draft of the Annual Sections of the Delivery Plan each year to the Council's Representative the Organisation shall make suggestions for possible improvements in or development of the Services. The Council will consider any such suggestions but it will be under no obligation to adopt any or all of them.
- 6.4 The Council shall give due consideration to the draft Delivery Plan and shall within fifteen (15) Working Days of receipt of the Annual Sections of the Delivery Plan notify the Organisation as to whether such sections are agreed.
- 6.5 If the Council shall notify the Organisation that the draft Delivery Plan is not acceptable, it shall further notify the Organisation of any changes required.
- 6.6 Senior officers of the Council and the relevant tenant representative body will meet with nominated Board Members of the Organisation and the Chief Executive of the Organisation within thirty (30) Working Days of the receipt by the Council of the Annual Sections of the said draft Delivery Plan to review the draft Delivery Plan and to review the previous year's performance against the targets set out in that year's Delivery Plan.
- 6.7 This meeting will form part of a series of meetings between senior officers of the Council the relevant tenant representative body nominated Board Members of the Organisation and the Chief Executive of the Organisation (the "Delivery Plan Meetings"). The Delivery Plan Meetings will take place once every three months (or more frequently if required by other provisions of this Agreement or otherwise reasonably requested by either the Council or the Organisation).
- 6.8 Where the Council is not satisfied with the Organisation's performance following the review in Clause 6.6 the Council shall be entitled to issue instructions to the Organisation to implement any measures which the Council may deem necessary to perform the current Delivery Plan. These measures will be reflected so far as necessary in the draft Delivery Plan.
- 6.9 In the event that the Council and the Organisation shall not have agreed the draft Delivery Plan by the relevant anniversary of the Commencement Date the matter shall be referred to an Expert in accordance with Clause 67 and pending the decision of such Expert the then current Delivery Plan shall continue in full force and effect (incorporating such changes as shall have been agreed by both parties) until the decision of the said Expert whereupon the draft Delivery Plan shall be adopted in accordance with such decision and subject to such modifications as the said Expert may specify.
- 6.10 The Organisation will use the relevant part of the Delivery Plan in compiling the Housing Revenue Account business plan for approval by the Council and in conducting any of its own best value reviews.

- 6.11 In the event that notwithstanding any measures taken pursuant to this Clause the Organisation continues to fail to demonstrate that the Agreement and the Services represent best value the Council shall be entitled if necessary to terminate this Agreement.
- 6.12 Where an act or omission by the Council or any person acting on behalf of the Council has an adverse effect on the Organisation's ability to carry out the Service then the Council shall use all reasonable endeavours to remedy such act or omission as soon as reasonably possible
- 6.13 There shall be one formal meeting each year to which the elected members of the Council, Board Members of the Organisation and nominees of the relevant tenant representative body shall be invited to discuss that year's Delivery Plan and review the Organisation's performance.
- 6.14 The Organisation hereby acknowledges that it will, where reasonably requested to do so, attend meetings of the Council's Scrutiny Panels in order to provide information or evidence to such committee on matters relevant to the delivery of the Services by the Organisation

7 THE ANNUAL PERFORMANCE PLAN

- 7.1 Throughout the Contract Period the parties shall work together to ensure that the Agreement and the Organisation's performance of the Services represents value for money and best value generally and achieves continuous improvement for the benefit of the Council .
- 7.2 In addition to any requirements in the Delivery Plan Format the Organisation's Annual Performance Plan shall contain the following matters:-
- 7.2.1 an analysis of the Organisation's objectives in respect of the Services;
- 7.2.2 an analysis of the Services throughout the previous twelve months, focusing on those areas which were successful and unsuccessful;
- 7.2.3 an identification in the Organisation's view of the reason for the successes and failures referred to in Clause 7.2.2 recognising that (a) some of the matters may be due to the Organisation's performance of the Services (or that of its sub-contractors, Staff or agents), (b) others may be due to the actions or omissions of the Council, other companies engaged by the Council and/or the Council's staff and (c) other matters may be due to external or other circumstances;
- 7.2.4 performance targets (based on best value indicators as a minimum) for the subsequent year compared with performance in the current year;
- 7.2.5 a timetable of planned Best Value Reviews and a summary of any previous Best Value Reviews;
- 7.2.6 any other matters specified by the Secretary of State under Section 6 of the Local Government Act 1999;

- 7.2.7 an action plan as described in Clause 6.2.
- 7.3 The submission of the Annual Performance Plan by the Organisation to the Council as part of the Delivery Plan shall be without prejudice to any monitoring or performance review which may be carried out by the Council under any of the other terms of the Agreement (including but not limited to Clause 7.5).
- 7.4 The Council will use the Annual Performance Plan in compiling the Council's own annual performance plan and in conducting any of its own best value reviews (whether relating wholly or partly to housing or cross-cutting or otherwise).
- 7.5 At any time following any failure by the Organisation properly to perform its obligations under Clauses 7 and 8 the Council shall be entitled to carry out itself (or to engage a third party to carry out) a review of the Services or any part thereof, including a Best Value Review. The Organisation shall offer all necessary assistance to the Council and any third party in the carrying out of such review and shall attend such meetings and provide such documents and information as may reasonably be necessary for this purpose.
- 7.6 The Organisation shall carry out any measure reasonably required by the Council or recommended by the Secretary of State or the Audit Commission in order to achieve best value and value for money. The Organisation shall co-operate and assist fully with the Council, the Secretary of State and the Audit Commission during any best value inspection.
- 7.7 Any disputes between the parties in relation to this Clause 7 may be referred by either party to the dispute resolution procedure and, if necessary, the Expert in accordance with Clause 67.

8 THE BEST VALUE REVIEWS

- 8.1 According to the timetable set out in the Annual Performance Plan and in addition to any requirements in the Delivery Plan Format the Organisation shall conduct Best Value Reviews which enable the Council to:-
- 8.1.1 analyse whether the Organisation should be providing the Services and the level at which the Services are provided;
- 8.1.2 analyse the Organisation's objectives in providing the Services;
- 8.1.3 assess the Organisation's performance in:
- (i) providing the Services by reference to any relevant best value performance indicators
 - (ii) meeting any relevant best value performance standards (including standards which have been specified but do not yet apply)
 - (iii) meeting any relevant best value performance target

- 8.1.4 consult with other best value authorities (as defined in Section 1 of the Local Government Act 1999) and all other appropriate stakeholders and interested parties about the provision of the Services;
 - 8.1.5 assess the competitiveness of the Organisation's performance in providing the Services by comparison with similar service providers;
 - 8.1.6 meet the Council's statutory obligations to review all functions;
 - 8.1.7 address any other matters specified by the Secretary of State under Section 5 of the Local Government Act 1999.
- 8.2 Without prejudice to the specific requirements of Clause 8.1 the Organisation shall assist the Council in conducting any and all of the Council's own best value reviews (whether relating wholly or partly to housing or cross-cutting or otherwise)

9 PERFORMANCE INDICATORS

Whenever reasonably requested to do so by the Council the Organisation shall provide to the Council such information and data as are necessary to establish whether or to what extent the Organisation's performances of the Services matches the performance indicators set from time to time for local authority housing services and other similar measures.

10 OFFICIAL RETURNS, HOUSING INSPECTIONS ETC

- 10.1 The Organisation shall keep and maintain all necessary information and shall provide all necessary assistance to enable the Council to complete all necessary returns of housing statistics and other information relating to the Services and to comply with all relevant inspection regimes including but without limitation:-
- 10.1.1 returns to the Department for Communities and Local Government;
 - 10.1.2 information required under the Report to Tenants Determination (as revised from time to time);
 - 10.1.3 Housing Revenue Subsidy claim forms;
 - 10.1.4 Housing Investment Programme submissions;
 - 10.1.5 submissions or responses in respect of best value inspections (whether carried out by the Housing Inspectorate or otherwise).
 - 10.1.6 Comprehensive Performance Assessments;
 - 10.1.7 Office of Surveillance Commissioners

- 10.2 The Organisation shall supply the Council with such assistance and information as the Council may reasonably require to enable it to allocate such expenditure as the Council may incur under this Agreement between its general fund and housing revenue accounts.
- 10.3 The Organisation will provide such information as the Council from time to time shall reasonably require to permit the Council to complete management reports (whether of a regular or cyclical nature) on the provision of the Services.

PART D – STRATEGIC RESPONSIBILITIES OF THE ORGANISATION

11 ADVICE AND SUPPORT IN DEVELOPING CORPORATE STRATEGIES AND REVIEWS IN THE COUNCIL

The Organisation will be a strategic partner of the Council and a significant user of the Council's General Fund services. The views of the Organisation as a stakeholder, a service user and service provider will be essential in the development of the Council's corporate strategies and reviews of services. The Organisation will respond promptly to consultation requests on such corporate issues and will provide information as required.

12 REPRESENTING THE COUNCIL IN RELATED OR PARTNERSHIP ACTIVITY

The Organisation will at the request of the Council's Representative or in pursuit of Delivery Plan objectives work with other agencies, bodies and organisations in partnerships, foras and projects. This might include (but not be limited to) area and other consultative foras, community safety meetings, regeneration partnerships and social services case conferences.

PART E – STRATEGIC RESPONSIBILITIES OF THE COUNCIL

13 CONSULTATION WITH STATUTORY AND OTHER BODIES

- 13.1 The Council's Representative shall carry out any and all consultations and negotiations with statutory or voluntary bodies in relation to such matters as shall from time to time be stipulated by the Council's Representative and the Organisation shall when required to do so by the Council's Representative provide information, advice and assistance to support such consultations or negotiations.
- 13.2 Subject to Clause 13.1 the Organisation shall carry out all other consultations or negotiations with the said statutory or voluntary bodies and shall respond to any enquiries from such bodies in relation to the circumstances of individual tenants or applicants for accommodation on such a basis (as to confidentially and otherwise) as is appropriate and consistent with both the Organisation's and the Council's legal obligations and duties.

14 CONSULTATION WITH TENANTS

Without prejudice to its continuing obligations under Section 105 of the Housing Act 1985 the Council shall whenever reasonably requested by the Organisation to do so or otherwise as the Council shall deem appropriate in connection with the Services consult with its tenants about the subject-matter of this Agreement.

PART F – RESPONSIBILITIES OF THE ORGANISATION

15 FUNCTIONS DELEGATED

The functions delegated by the Council for the purposes of this Agreement shall be those functions or activities identified in Annex 3 as the responsibility of the Organisation.

16 PROVIDING THE SERVICES

16.1 In consideration of the Management Fee the Organisation shall at all times perform the Services to the satisfaction of the Council's Representative in accordance and in compliance with the Contract Standard which shall require the Organisation to perform the Services with all due skill, care and diligence and in accordance and otherwise in compliance with:-

16.1.1 the Delivery Plan and in particular (but without limitation) the key performance requirements of the Services set out therein;

16.1.2 any current best value performance indicators issued by the Government or regulatory body which are relevant to the performance of the Services or any part thereof

16.1.3 Council Guidelines and in particular (but without limitation) those relating to customer care;

16.1.4 any reasonable instructions issued to the Organisation by the Council Representative pursuant to or in connection with the Agreement;

16.1.5 any conditions upon the approval given by the Secretary of State pursuant to Section 27 of the Housing Act 1985, to delegate those functions referred to in Clause 15;

16.1.6 in a manner which shall preserve, promote and enhance and shall not prejudice the reputation and interests of the Council;

16.1.7 in good and full co-operation with any other company or consultant engaged by the Council to carry out related or relevant works or services on behalf of the Council; and

- 16.1.8 in a manner which has regard to the interests and welfare of tenants and/or residents and their Convention Rights under the Human Rights Act 1998 the management and maintenance of the Dwellings to a high standard;
- 16.1.9 all legislation.
- 16.2 The Organisation shall inform the Council's Representative promptly of and confirm in writing if the Organisation is unable or fails to provide the Services or any part thereof, or if the Organisation is aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Organisation from complying with the Agreement giving details of the circumstances, reasons and likely duration. The provision of information under this Clause shall not in any way release or excuse the Organisation from any of its obligations under the Agreement.
- 16.3 Should the Organisation require any further instruction or information which is necessary for or in connection with the provision of the Services, the Organisation shall make a written application in adequate detail for the same to the Council's Representative.
- 16.4 The Organisation shall at all times during the provision of the Services allow the Council's Representative and such persons as may from time to time be nominated by the Council's Representative access to:
- 16.4.1 all offices and work places of the Organisation for the purpose of monitoring and inspecting work being performed in order to provide the Services;
- 16.4.2 all offices and work places of the Organisation for the purpose of inspecting any or all records and documents in the possession, custody or control of the Organisation in connection with the provision of the Services;
- 16.4.3 any personnel or agents of the Organisation for the purpose of interviewing such persons in connection with the provision of the Services;
- 16.4.4 technology, resources, equipment, systems, and procedures used or proposed to be used in connection with the provision of the Services.
- 16.5 The Organisation shall until such time as the Organisation has adopted its own Standing Orders and Financial Regulations at all times comply with the Council's Standing Orders and Financial Regulations as the same may from time to time be amended, varied or replaced. The Organisation will only adopt its own Standing Orders and Financial Regulations upon approval by the Council. The Organisation shall not make any significant changes to its Standing Orders and Financial Regulations without the prior approval by the Council which will not be unreasonably withheld
- 16.6 If the Organisation is unable or fails to provide the Services or any part thereof in accordance with the requirements of Clause 16.1, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby shall (if and to the extent the Council so determines) be reflected in a variation to the then Delivery Plan. The Council's rights under this Clause 16.6 shall be without prejudice to any other rights or remedies which it may possess.

- 16.7 The Organisation shall as may be necessary or desirable co-operate, liaise with, and co-ordinate its activities with those of any other companies or any company or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other services provided by or on behalf of or to the Council. In particular (but without limitation) the Organisation shall take all practicable steps to ensure that at the expiry or earlier termination of this Agreement any subsequent company or the Council's own employees can immediately provide services to the Council on the same basis and to the same standard as set out herein.
- 16.8 The Organisation shall provide each year to the Council's Representative a copy of its audited accounts within six months of the relevant accounting reference date. In the event that the Organisation fails to provide accounts in accordance with this Clause 16.8 then, without prejudice to any other rights or remedies available to the Council, the Council's Representative or such persons as may from time to time be nominated by the Council's Representative shall be given access to all and any accounting documents and information in the possession, custody or control of the Organisation.
- 16.9 The Organisation shall maintain such quality management systems and procedures as are appropriate to enable the Organisation to ensure that the Services are always provided to the Contract Standard and the Organisation shall afford the Council full access to such systems and procedures for audit or other purposes. In the event that the Organisation fails to comply with this Clause the Council shall be entitled to:-
- 16.9.1 establish its own quality management systems and procedures, and
- 16.9.2 require the Organisation to use the same.
- 16.10 The Organisation from its own resources shall join and co-operate with the Council in such tenant consultation and liaison as the Council may reasonably require from time to time.
- 16.11 In addition to the agreed procedures for office opening and availability of staff set out in the Delivery Plan, the Organisation will ensure that in the event of any emergency or significant unforeseen difficulty occurring with respect to the delivery of the Services appropriate Organisation personnel will advise the Council's Representative as a matter of urgency and will continue to take responsibility for the situation until it is agreed by the Council's Representative that responsibility may be handed over to another agency or authority.
- 16.12 The Organisation shall not, whether itself, or by any director to be engaged in the provision of the Services, or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money or take any reward or make any unauthorised charge for any part of the Services.
- 16.13 The Organisation shall not permit its interests to interfere or conflict with its duty (which the Organisation hereby acknowledges) to provide the Services in the utmost good faith.

17 STATUTORY REQUIREMENTS

Without prejudice to the particularity of other Clauses in this Agreement the Organisation shall comply with all statutory requirements to be observed and performed in connection with the Services.

18 VARIATIONS TO TENANCY AGREEMENTS

The Organisation shall not vary or accept or acquiesce in any variation to the Council's form of secure tenancy agreement or conditions or any handbook or other provisions incorporated therein without the prior written consent of the Council.

19 THE ORGANISATION'S PERSONNEL

19.1 The Organisation shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Agreement.

19.2 The Organisation's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Organisation shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:

19.2.1 the task or tasks such persons have to perform;

19.2.2 all relevant provisions of the Agreement;

19.2.3 all the Council's Guidelines in relation to customer care;

19.2.4 all relevant policies, rules, procedures, standards and Standing Orders and Financial Regulations of the Council;

19.2.5 all relevant rules, procedures, statutory requirements and EC Directives concerning health and safety, including the Council's Health and Safety Policy.

19.3 The Organisation shall give due and proper consideration to any notice given by the Council's Representative but not one given unreasonably or vexatiously to remove from the provision of the Services or the specified part thereof any personnel of the Organisation specified in such notice

19.4 If the circumstances under which the Services are provided are such that any personnel of the Organisation are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) then the Organisation shall ensure that all personnel engaged in the provision of the Services shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act.

- 19.5 At the expiry of the Term or upon earlier or part termination of this Agreement the Council shall be entitled but shall not be obliged (subject to the application of the Regulations) to offer employment to any person employed by the Organisation in the performance or supervision of the Services and in the event of such person accepting employment with the Council the Organisation shall forthwith release such person from all contracts of service

20 CONTROL AND SUPERVISION OF THE ORGANISATION'S PERSONNEL

- 20.1 The Organisation shall appoint a senior person as its representative empowered to act on behalf of the Organisation for all purposes connected with the Agreement. Such appointment or any further appointment shall be subject to the approval of the Council. The Organisation's Representative shall not be replaced without the prior written approval of the Council, such approval not to be unreasonably withheld. Any notice, information, instruction or other communication given to the Organisation's Representative shall be deemed to have been given to the Organisation.
- 20.2 The Organisation shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of the person appointed as the Organisation's Representative and of any subsequent appointment.
- 20.3 The Organisation shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Organisation's Representative and when such deputy ceases to be so authorised.
- 20.4 The Organisation shall ensure that the Organisation's Representative, or a competent deputy, duly authorised by the Organisation to act on its behalf, is present at all work places of the Organisation, where work in connection with the Services is being carried out, and available to meet the Council's Representative at all reasonable times.
- 20.5 The Organisation shall provide and shall ensure that its personnel wear at all times, when engaged in the provision of the Services, such identification (including photographic identification) as may be specified by the Council, and shall ensure that when requested to do so any personnel of the Organisation shall disclose their identity and status as personnel of the Organisation.

21 USE OF ASSETS

- 21.1 The Organisation shall at all times during the Term provide to the Organisation and maintain all such vehicles, equipment and other assets (hereinafter together referred to as "Assets") and materials as may be required by the Organisation from time to time for the provision of the Services unless otherwise agreed.
- 21.2 The Organisation shall be responsible for the maintenance and (where necessary) replacement of all Assets unless otherwise agreed.
- 21.3 Not Used

- 21.4 The Organisation shall ensure that any Hire Contract requires the owner of the relevant Assets to hire the Assets to the Council on the same terms as the Assets were hired to the Organisation save that the Council shall be entitled to permit the use of the Assets by any other body or person providing the Services (or any of them) or such other organisation providing the Services (or any of them) on behalf of the Council PROVIDED THAT the Council shall have served on the said owner after termination of this Agreement notice in writing requiring compliance with the said provision of the Hire Contract and upon the Council undertaking to pay all hire charges from the date of such notice.
- 21.5 The Council shall at all times be responsible for any necessary licensing and for the payment of all licensing fees, taxes and insurances as may be required in connection with the possession or use of all Assets employed in the provision of the Services.
- 21.6 The Council shall put, keep and maintain all Asset required by the Organisation and employed in the performance of the Services at all times in good and serviceable repair and in such condition as is required for the proper performance by the Organisation of its obligations under the Agreement
- 21.7 The Council warrants that all Assets and materials to be used by the Organisation shall conform to any applicable British Standard and when so requested the Council shall provide the Organisation with evidence to prove that such Assets and materials so conform
- 21.8 The Organisation shall permit the Council to inspect at any time any Assets or materials used or proposed to be used by the Organisation in the provision of the Services and the Organisation shall facilitate such inspections
- 21.9 The Organisation shall only keep such potentially dangerous or hazardous materials or equipment on the Premises as are necessary for the provision of the Services and are approved by the Council's Representative (such approval not to be unreasonably withheld or delayed) and such materials or equipment shall at all times be kept under proper control and the Organisation shall ensure that all such materials and their usage and storage comply with all applicable laws
- 21.10 At the expiry of the Term or upon termination of this Agreement (whichever shall first occur) the Council may serve a notice upon the Organisation requiring the Organisation to transfer free of charge to the Council or any other person or persons as may be specified in such notice (a) all assets and materials acquired by and used by the Organisation and (b) the benefit of all contracts or agreements relating to the hire of such assets and materials
- 21.11 Upon receipt of a notice under Clause 21.10 requiring the Organisation to transfer to the Council or any Council nominee the benefit of any contract or agreement for the hire of any Assets the Organisation shall forthwith execute all documents required to effect such transfer and shall deliver such Assets to the Council in such condition as it may be in at the date of the said notice.
- 21.12 The Organisation shall cause all Assets to bear such devices, insignia or words as the Council may approve and determine.

22 CONTRACTS TO BE ADMINISTERED

The Organisation shall act on behalf of the Council in administering all the Contracts and the New Contracts and shall:-

- 22.1 comply with all reasonable requirements of the Council in respect of any or all of the Contracts and the New Contracts
- 22.2 monitor and review the performance of those carrying out the Contracts and the New Contracts
- 22.3 take all proper steps (but not including legal action or proceedings unless so required expressly in writing by the Council) to enforce the Contracts and the New Contracts
- 22.4 at the request of the Council supply all information including copies of any documents to the Council
- 22.5 liaise with the Council in respect of any renewal or re-letting of any of the Contracts and the New Contracts
- 22.6 The parties hereto shall agree a protocol for the procurement of and letting of New Contracts which shall be entered into only by the Council
- 22.7 The Organisation shall after the Completion Date be entitled to enter into in its own name contracts which are not New Contracts (which for the avoidance of doubt means contracts for the supply of good and services in relation the Undertaking in respect of budget heads delegated to the Organisation). The parties hereby agree to review the arrangements set out in this Clause 22 where the Organisation is able to demonstrate to the reasonable satisfaction of the Council that such a review is necessary for the better performance of the Service.

23 ASSIGNMENT AND SUB-CONTRACTING ETC

- 23.1 The Organisation shall not:
 - 23.1.1 assign the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof;
 - 23.1.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Council's Representative and which if given shall not relieve the Organisation from any liability or obligation under the Agreement and the Organisation shall be responsible for the acts, defaults or neglect of any sub-contractors, its employees or agents in all respects as if they were the acts, defaults or neglect of the Organisation itself.
- 23.2 The Organisation shall ensure that any sub-contractor permitted to perform any part of the Services under Clause 23.1.2. shall be fully supplied with all necessary information about this Agreement (including any relevant instructions given by the Council's Representative to the Organisation).

- 23.3 The Organisation shall not carry out work for or provide services to third parties without the Council's prior written consent which shall not be unreasonably withheld or delayed

24 USE OF COMPUTER SYSTEMS AND SOFTWARE

- 24.1 The Council shall permit the Organisation to use for the purposes of providing the Services the Council's Computer Systems and/or Council's Software as set out in the Fifth Schedule subject to such terms, conditions and stipulations as are set in the Fifth Schedule or as the Council may notify to the Organisation from time to time.
- 24.2 The Organisation shall use the Council's Computer Systems and/or Council's Software for the purposes of providing the Services and for the benefit of the Council and shall not under any circumstances (unless expressly authorised so to do by the Council's Representative) make use of the Council's Computer Systems and/or Council's Software for any third person or allow any other person to use the same
- 24.3 The Council will from time to time make available to the Organisation the technical specifications of the Council's Computer Systems and/or the Council's Software used by the Council in relation to the Undertaking
- 24.4 Without prejudice to Clause 24.9 the Organisation shall take all practicable steps to safeguard those parts of the Council's Computer Systems and the Council's Software under the control or influence of the Organisation against unauthorised access, tampering or systems failure.
- 24.5 If and to the extent that the Organisation wishes to use any other computer systems and/or software in the provision of the Services and to the extent that interface with the Council's Computer Systems and/or Council's Software is necessary so to do the Organisation shall first obtain the written consent of the Council's Representative and if such consent is given it shall be a condition thereof that the Organisation shall
- 24.5.1 ensure that such other computer systems and/or software are compatible with the Council's Computer Systems and/or the Council's Software and further will have no adverse affects on the Council's other computer systems and/or software and/or procedures;
 - 24.5.2 ensure that any computer software it uses is properly licensed;
 - 24.5.3 comply with all relevant requirements of any supplier of the Council's Computer systems and/or the Council's Software.
- 24.6 If at any time the Organisation believes that changes modifications or updating to the Council's Computer Systems and/or Council's Software or to its other computer systems and/or software (as the case may be) are required or would assist in the provision of the Services the Organisation may make proposals for such changes to the Council's Representative and if the Council's Representative gives his consent to such changes it shall be a condition of such consent that

- 24.6.1 all rights (including licences) in or arising from such changes shall become vested in the Council insofar as they relate to the Council's Computer Systems and/or Council's Software; and
- 24.6.2 the Council shall be entitled to require the Organisation on termination of this Agreement by expiry of time or otherwise either to take all necessary steps (including the assignment of licences) to vest the rights in such changes and all data and information in respect of the Services and all related matters in the Council or such other person as the Council may direct or to restore the Council's Computer Systems and/or the Council's Software to the status quo ante the said changes. The cost of such changes modifications or updating shall be reflected in the relevant part of the Delivery Plan.
- 24.7 If at any time the Council has reason so to do (including but not limited to actual or threatened interference with or damage to the Council's Computer Systems and/or the Council's Software) the Council shall be entitled to require that the Organisation cease to use the Council's Computer Systems and/or the Council's Software and disconnect or otherwise separate the Organisation's own computer systems and/or software from the Council's Computer Systems and/or Council's Software. The Council will not exercise this right without giving as much notice as practicable (save in cases of urgency) and agreeing to an appropriate variation to the Delivery Plan in accordance with Clause 63.3 to reflect the cost of providing its own computer systems and software.
- 24.8 The Organisation shall afford access to any of the computer systems, software, databases and operations used by it pursuant to this Agreement to the Council's Representative and any person (including auditors) nominated by them for all purposes connected with the subject-matter of this Agreement and the Council's own activities.
- 24.9 The Organisation shall comply with any security policy which may from time to time be issued by the Council relating to information technology, in whatever form and of whatever nature.
- 24.10 On termination of this Agreement by expiry of time or otherwise the Organisation shall transfer all data and information in respect of the Services and all matters relating thereto within a reasonable time and with due expedition to the Council or such other person as the Council may direct and until such transfer shall on being so requested by the Council afford access to the same to the Council or such other person as the Council may authorise including but not limited to permitting use thereof and providing all data and/or information requested.

25 DATA

- 25.1 Subject to the provisions of Clauses 24 and 26 the Organisation shall be entitled to access such data and information as is stored on the Council's Computer Systems as set out in the Eighth Schedule which the Organisation may require in order to provide the Services.
- 25.2 In addition to any requirements set out in the Delivery Plan the Organisation will ensure that the Council's data relating to the Services is kept up-to-date.

- 25.3 Without prejudice to Clauses 24.4 and 24.9 and subject to Clause 26 the Organisation shall take all practicable steps to safeguard such data and information as is stored on the Council's Computer Systems and/or Council's Software against unauthorised access, tampering or system failure
- 25.4 The Organisation shall at all times ensure that where (following consent under Clause 24.5) the Organisation is using the Organisation's own computer systems:-
- 25.4.1 comprehensive security copies of any computerised Council Data are updated at the end of each Working Day in relation to that day and at least twice a week are stored in a secure location so as to enable the Organisation (or in the event of the default of the Organisation the Council or such other third party as the Council may appoint) to initiate and operate such alternative processing arrangements as may be necessary including (but without limitation) in the event of a partial or complete failure of the Organisation's own computer systems
- 25.4.2 adequate recovery arrangements exist to ensure that the Organisation can continue to comply without interruption with its remaining obligations under this Agreement in the event of a partial or complete failure of the Organisation's own computer systems or software

26 DATA PROTECTION

- 26.1 Without prejudice to Clause 25 and subject to Clause 24.9 the Organisation shall:-
- 26.1.1 comply with its obligations under the Data Protection Acts 1984 and 1998 (including where appropriate giving notification to the Information Commissioner thereunder) the Human Rights Act 1998 and the Computer Misuse Act 1990 insofar as the performance of the Services and the other requirements of this Contract give rise to obligations under those Acts.
- 26.1.2 provide the Council with such information as the Council may require to satisfy itself that the Organisation is complying with the obligations referred to in Clause 26.1.1.
- 26.1.3 provide the Council with all such assistance as the Council may require to enable the Council to comply with any subject access request.
- 26.1.4 notify changes to the registrable particulars and take such other steps as may be necessary to afford the Council access to information which is required by the Council in connection with any of its statutory duties and responsibilities and for any purpose connected with this Agreement
- 26.2 Neither party shall knowingly do anything which places the other in breach of its obligations under the Data Protection Acts 1984 and 1998 or under the Human Rights Act 1998.

- 26.3 The Council agrees that it will be properly notified as a data controller and will comply with its legal obligations in the Data Protection Act 1998
- 26.4 The Organisation agrees that it will comply with its legal obligations in the Data Protection Act. The Organisation will process personal data held by the Council, personal data provided to the Organisation by or on behalf of the Council and/or personal data which the Council permits the Organisation to access or use ("Personal Data"). As a data processor which is processing Personal Data the Organisation will be subject at all times to the provisions of the Data Protection Act 1988:
- 26.4.1 follow the instructions of the Council in relation to processing of Personal Data;
 - 26.4.2 ensure that the Organisation has sufficient technical and organisational measures in place to ensure Personal Data is secure and confidential;
 - 26.4.3 not process Personal Data for any purposes which are inconsistent with those in this agreement and the provision of the Services;
 - 26.4.4 take all reasonable steps (including providing or arranging appropriate training) to ensure the reliability and competence of any of the Organisation's employees who have access to the Personal Data and ensure that access to the Personal Data is limited to the Organisation's employees for whom it is necessary to have access in order for the Organisation to fulfil its obligations in this agreement;
 - 26.4.5 ensure that the Personal Data is kept accurate and up to date;
 - 26.4.6 ensure that Personal Data will not be kept for longer than necessary by the Organisation in respect of fulfilling the Organisation's obligations in this agreement;
 - 26.4.7 ensure that Personal Data shall be adequate, relevant and not excessive in relation to the Organisation fulfilling any of its obligations in this agreement; and
 - 26.4.8 take all reasonable steps to prevent accidental loss, destruction of, damage to, and unauthorised or unlawful processing of Personal Data.
- 26.5 Personal Data will be kept secure by the Council and the Organisation.
- 26.6 The Personal Data available on-line to the Organisation shall be stored primarily on the Council databases as set out in the Eighth Schedule
- 26.7 The Council and the Organisation shall ensure that day to day access to the Personal Data which can be accessed online will be password protected.
- 26.8 The Organisation will not at any time make any transfer of any Personal Data to any third parties without the express prior written consent of the Council.

- 26.9 The Organisation shall promptly notify the Council if the Organisation receives any subject access requests (as defined in the Data Protection Act) in relation to any Personal Data and shall promptly follow the Council's instructions in respect of such subject access requests.
- 26.10 The Organisation shall immediately notify the Council in writing of any enforcement, information or special information notices served on the Organisation by the Information Commissioner or of any actions, proceedings and/or claims in respect of the Personal Data and the Organisation will follow the Council's policy in relation to these.
- 26.11 All intellectual property rights (together with all rights of action, benefits, powers and remedies relating to them) of whatever nature and howsoever arising relating to or connected with the Personal Data (and all modifications, updates and changes to the Personal Data) shall vest exclusively in the Council.

The Organisation hereby assigns to the Council with full title guarantee all intellectual property rights relating to the Personal Data (together with all rights of action, benefits, powers and remedies relating to them) which the Organisation may have any rights to.

The Organisation agrees that it will, at the request and reasonable expense of the Council, do all such things and acts which the Council may deem necessary or desirable, in order to vest in the Council all intellectual property rights (together with all rights of action, benefits, powers and remedies relating to them) relating to the Personal Data.

- 26.12 Subject to the terms and conditions of this agreement, the Council hereby grants the Organisation a non-exclusive, non-transferable, royalty free licence to use the Personal Data only to the extent necessary for the performance by the Organisation of the Organisation's obligations in this agreement.

27 CONFIDENTIALITY

The Organisation shall not and shall ensure that its employees agents and subcontractors shall not divulge or dispose of or part with possession custody or control of any material or information provided to the Organisation by the Council pursuant to the Agreement or prepared or obtained by the Organisation pursuant to the Agreement other than in accordance with the express written instructions of the Council's Representative.

28 HEALTH AND SAFETY

The Organisation shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Organisation of a copy of its risk assessment under such

regulations) and of all other Acts, Regulations, Orders or rules of law pertaining to health and safety.

29 INSURANCES

29.1 Save as otherwise provided in the Licences the Council shall during the currency of this Agreement be responsible for insuring its premises against fire, explosion, storm and damage on such terms and against such other risks as the Council shall from time to time determine.

29.2 The Organisation shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council as shall fully insure and indemnify the Organisation against its liability

29.2.1 to the Council and any employee of the Council;

29.2.2 to the employees of the Organisation;

29.2.3 to any other person

in the sum of at least £5,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

29.3 The Organisation shall insure against any expense, liability, loss, claim or proceedings in respect of any damage whatever to private property (real or personal) insofar as such damage is due to the negligence, omission or default of the Organisation, its employees or agents or any sub-contractor or person for whom the sub-contractor is responsible.

29.4 Without prejudice to the generality of this Clause 29, it is hereby agreed and declared that the Organisation shall be liable for any loss or damage whatsoever and howsoever caused to the contents of the Premises and to the full value of such contents in the event of fire.

29.5 The Organisation shall maintain insurance in the sum of at least £10,000,000 in respect of personal injury to or the death of any person under a contract of service with the Organisation and arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 and any statutory orders made thereunder.

29.6 The Organisation shall maintain all other insurances as may be necessary or prudent for the performance of the Agreement.

29.7 The Organisation shall ensure that all relevant insurance policies shall have the interest of the Council endorsed upon them or shall otherwise expressly by their terms confer their benefits upon the Council.

29.8 The Organisation shall at the Commencement Date and thereafter on the anniversary thereof and at such other times as the Council may reasonably require supply the Council with certified copies of all insurance policies required by any of the provisions of this Clause and with any cover notes, premium receipts or other documents necessary to show that such policies are fully maintained and otherwise comply with the Agreement.

- 29.9 If and to the extent that the Council is dissatisfied as to the adequacy of any policy of insurance effected by the Organisation pursuant to this Clause it shall give notice in writing to the Organisation to that effect and upon receipt of such notice the Organisation shall forthwith procure and effect such additional, enhanced or other insurance as the Council may require.
- 29.10 In the event that the Organisation fails to comply with a requirement of the Council in accordance with Clause 29.9 the Council shall be entitled to take either or both of the following steps:-
- 29.10.1 effect such insurances itself and reflect the costs of so doing in the then current Delivery Plan;
- 29.10.2 commence termination or other action in accordance with Clause 65.
- 29.11 The Council acknowledges that the Organisation may (if the Council so agrees) discharge its obligations under this Clause by procuring some or all the above insurances through or by the Council or its agents

30 HOUSING INSPECTION

Without prejudice to the other applicable provisions of this Agreement the Organisation shall co-operate fully with the Housing Inspectorate in respect of the inspection of (a) the operation of this Agreement and the work of the Organisation and (b) the Council's own housing service whether in relation to the Organisation's work on behalf of the Council or the Council's own retained functions and activities.

31 PROVISION OF INFORMATION

- 31.1 Without prejudice to the other provisions of this Agreement the Organisation shall provide all relevant information which may be required by the Council in order that the Council can act fairly, properly and in accordance with its statutory obligations in connection with the provision of the Services or the future provision of the same or any similar services and also to deal with investigations or inquiries by the Secretary of State, the District Auditor, Ombudsman and similar persons or bodies. The Council may make a request for any such information at any reasonable time and the Organisation shall comply with that request as soon as possible.
- 31.2 Subject to Clause 31.1 the Organisation shall consult as often as may be necessary with the Council's Representative or with such other member of the Council's retained housing staff as the Council's Representative may specify from time to time to ensure that the Services are provided and continue to be provided in a continuous and efficient manner and in accordance with the provisions of this Agreement.
- 31.3 The Organisation's Representative and the Council's Representative shall at a mutually convenient time and location attend the following meetings to be arranged from the Commencement Date:-

- 31.3.1 at least once a month to discuss operational issues
- 31.3.2 at least once a month to discuss:
- (i) the manner and extent of the Organisation's provision of the Services pursuant to this Agreement and the Delivery Plan;
 - (ii) financial and budgetary issues; and
 - (iii) any other relevant issues which may arise from time to time.
- subject to the Council's right reasonably to vary the number of such meetings by providing the Organisation with reasonable prior notice thereof
- 31.4 The Organisation shall observe and comply with any reasonable and appropriate instructions or directions given or made by the Council's Representative so as to help ensure the proper performance of the Services in accordance with the Delivery Plan and all such instructions or directions shall be confirmed in writing by the Council's Representative before the end of the Working Day which follows the issue of such instructions or directions.
- 31.5 The Organisation shall inform the Council's Representative immediately by telephone or email (and shall confirm in writing as soon as practicable following such call or email) of any or all of the following matters:-
- 31.5.1 any failure by the Council or its employees or agents or other persons providing services to the Council to meet obligations under this Agreement.
 - 31.5.2 any acts or omissions by the Council or such other persons as are referred to in Clause 31.5.1 which prevent or hinder or are likely to prevent or hinder the Organisation from complying with its obligations under this Agreement.
 - 31.5.3 any points of contention or other difficulties with any local tenants groups or comparable organisations which might prevent or hinder the Organisation from complying with its obligations under this Agreement.
- 31.6 The Organisation shall co-operate with all Council departments to enable them the better to perform their functions and duties either by means of the provision of information or by such other appropriate means as do not involve out-of-pocket expenditure
- 31.7 The Organisation and the Council shall establish such mutual arrangements as may be necessary (whether by pager, mobile telephones, email or otherwise) to ensure that the liaison arrangements stipulated in this Agreement can be achieved.
- 31.8 The Organisation shall liaise with Council Members, Members of Parliament and other elected representatives in such a manner as shall be reasonably required from time to time by the Council's Representative.

32 FRAUD

- 32.1 As soon as the Organisation becomes aware of or suspects any fraudulent action or malpractice in the provision of the Services or which otherwise affects it the Organisation's Representative shall notify the Council's Representative.
- 32.2 On receiving notification under Clause 32.1 and without prejudice to the Organisation's legal liability and financial responsibility the Council's Representative shall assume and be given sole responsibility for investigating or arranging for the investigation of such fraudulent action or malpractice.
- 32.3 The Organisation shall afford all possible access and facilities to the Council's Representative and his nominees and agents when the Council's Representative carries out an investigation into any such fraudulent action or malpractice, whether the investigation arises following a notification under Clause 32.1 or as a result of the Council's Representative's own information.
- 32.4 The Council's Representative shall have the right (without prejudice to Clause 32.3) to require that the Organisation suspend from any further work on this Agreement any person suspected of fraudulent action or malpractice.
- 32.5 Without prejudice to any other rights the Council may have (including but not limited to termination under Clause 65) the Council's Representative shall be entitled to require that the Organisation suspend all or any stipulated further work under this Agreement if the Council's Representative has reasonable grounds for believing that fraudulent activity or malpractice has taken place.

33 COMPLAINTS

- 33.1 The Organisation shall at the request of the Council's Representative, in the places and in a form approved by the Council's Representative, arrange for notices to be permanently displayed giving information as to how complaints about the provision of the Services may be made. The Organisation shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 33.2 The Organisation shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Council's Representative at all reasonable times. The Organisation shall notify the Council's Representative forthwith in writing of all stage 3 complaints received and of all steps taken in response thereto.
- 33.3 Until such time as the Organisation has adopted its own complaints policy the Organisation shall comply with and adopt as its own the Council's complaints policy as the same may be amended from time to time. The Organisation will not adopt its own complaints policy without prior consent of the Council which will not be unreasonably withheld

- 33.4 Any costs incurred by the Council in responding to and dealing with any justified complaints about the Organisation's performance of the Services (including any matters raised with the Ombudsman) shall be reflected in a variation to the current Delivery Plan
- 33.5 The Organisation acknowledges that for the purposes of this Clause 33 the term "complaints" includes (without limitation) suggestions from a member of the public or an elected representative as to how the Services might or should be performed as well as personal or particular concerns about tenancies or Dwellings.

34 LEGAL INVESTIGATIONS

- 34.1 The Organisation immediately upon becoming aware of the same shall notify the Council's Representative of any accident, damage or breach of any statutory provision which affects or might reasonably be expected to affect the Organisation's ability to comply with the Delivery Plan or deliver the Services in accordance with this Agreement
- 34.2 If requested to do so by the Council's Representative, the Organisation shall provide the Council's Representative with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and through the appropriate officers or employees shall give evidence in such inquiries or proceedings or hearings
- 34.3 Should any part of the Services involve the Organisation in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation forthwith notify the Council's Representative of the existence of any such matter together with such particulars as are available.
- 34.4 The Organisation agrees to provide all necessary and reasonable support and assistance to the Council in bringing any legal proceedings in relation to rent recovery or in defending and/or settling any legal proceedings issued in respect of statutory nuisance or failure to repair, including the provision of relevant information, documents or other data, assisting the Council in the preparation of any witness statements or other evidence required, and attending at any meetings or court hearings on behalf of the Council as the Council may reasonably require.

35 AGENCY

- 35.1 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by the Agreement.
- 35.2 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly permitted by the Agreement.

35.3 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

36 SECURITY

36.1 The Organisation shall maintain and shall ensure that its personnel and all its visitors maintain the security of such of the Council's Premises which it is licensed or permitted to use under Clause 41 both when in use and when not in use.

36.2 The Organisation shall ensure that access to the Council's Premises which it is permitted to use under Clause 41 is restricted to its personnel and visitors engaged upon or in connection with the provision of the Services.

36.3 The Organisation shall comply with the Council's security regulations including any made for the purpose of the Data Protection Acts 1984 and 1998.

36.4 The Organisation shall provide to any of its personnel, who shall at any time have access to any relevant Council Premises, security passes in such form as the Council may from time to time determine and issue to the Organisation.

36.5 The Organisation shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Organisation by the Council

37 USE OF COUNCIL'S ASSETS

The Council shall with effect from the Commencement Date make available to the Organisation the Council's vehicles, equipment and any other assets listed in the Second Schedule together with any other such assets as may be made available by the Council to the Organisation (hereinafter together called "the Council's Assets") for use in connection with the Services subject to the following provisions:

37.1 the Organisation's obligations set out in Clauses 21.2, 21.5, 21.6, 21.7, 21.8 and 21.12 shall apply, mutatis mutandis, to the Council's Assets;

37.2 the Organisation will renew or replace any of the Council's Assets whenever necessary so as to ensure compliance with the Organisation's obligations under Clause 21 and all the provisions of Clause 21 shall thereupon apply to such renewals or replacements;

37.3 the Organisation shall be responsible for the security of such of the Council's Assets which it is permitted to use under this Clause 37 both when in use and when not in use;

37.4 upon the determination of this Agreement howsoever caused the Organisation shall forthwith return to the Council (or as otherwise directed by the Council) free from encumbrances the Council's Assets in good and serviceable repair and condition

37.5 in respect of any of the Council's Assets which are leased the Organisation shall comply with the terms and conditions of such leases and at the expiry or earlier determination of such leases return the said Council's Assets to the lessor or otherwise as the Council shall direct.

PART G – RESPONSIBILITIES AND RIGHTS OF THE COUNCIL

38 FAILURE TO PERFORM

No liability shall be incurred by the Organisation if but only to the extent that such liability would not have arisen if the Council had properly complied with its obligations under this Agreement.

39 PROVISION OF INFORMATION

Subject always any legally binding constraints (whether under statute or otherwise) the Council shall use its reasonable endeavours to provide the Organisation with such information as the Organisation may properly require to enable it to comply with its obligations under this Agreement.

40 ASSIGNMENT¹

The Council shall not assign the benefit of this Agreement save by operation of law pursuant to a statutory scheme or otherwise as directed by the Secretary of State.

41 USE OF PREMISES

41.1 The Council shall make available to the Organisation the Premises detailed in Part I of the Third Schedule on the terms and conditions set out in the form of Licence in the Seventh Schedule.

41.2 On the date hereof the Council shall grant and the Organisation shall take the Lease[s] Licence[s] so as to take effect on the Commencement Date.

42 HOUSING INSPECTION

The Council shall afford the Organisation all reasonable assistance in order to enable the Organisation to comply with its obligations under Clause 30.

43 AUDITS

43.1 The Organisation shall at all times (including following the termination of this Agreement) allow or procure for any auditor (including any Audit Commission

employee) or for the Council's Representative (or his nominee) for the purposes of an internal or external audit or inspection:-

43.1.1 immediate access to;

43.1.2 permission to copy and remove any copies of; and

43.1.3 permission to remove the originals of

any books, records and information in the possession or control of the Organisation which in any way relate to or are or were used in connection with the provision of the Services including (but without limitation) any of the Council's Data and any such information stored on a computer system operated by the Organisation.

43.2 The Organisation will provide all co-operation and afford all access to personnel and records in order to assist the Council in carrying out any investigations which are already under way at the Commencement Date and any investigations which are carried out after the termination or expiry of this Agreement.

44 SERVICES SUPPLIED BY THE COUNCIL

The Council shall supply the services described in the Ninth Schedule on the terms set out therein

45 INTELLECTUAL PROPERTY RIGHTS

45.1 At the expiry or earlier termination of the Agreement, the Organisation shall transfer to the Council or whomsoever the Council shall direct all documents, material, data and other information (in whatever form) in its possession relating to the Agreement, together with any relevant computer software processing facilities.

45.2 Any and all intellectual property rights in any matter or thing developed under this Agreement or arising from the provision of the Services by the Organisation (including, without prejudice to the generality of the foregoing, any software) other than intellectual property rights belonging to a third party shall belong to the Council and the Organisation agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such intellectual property rights in the Council.

46 RIGHT TO USE DOCUMENTS

46.1 The ownership of and an unrestricted right to use any document produced by the Organisation, its sub-contractors and agents for all purposes envisaged by or arising under this Agreement shall be vested in the Council.

46.2 At the expiry or earlier determination of the Agreement the Organisation shall transfer all documents, materials and other information (in whatever form) in its possession relating to the Agreement to the Council or whomsoever the Council shall direct.

47 RIGHT TO USE PREMISES

- 47.1 The Organisation shall permit the Council to use any of the Premises at any time in the event of a declaration of a civil emergency by the Council and the Organisation shall give all necessary assistance including the provision of staff to the Council in arranging emergency use.
- 47.2 Without prejudice to the provisions of Clause 47.1 the Organisation shall upon the occurrence of a civil emergency and at the request of the Council use its best endeavours to provide the following services under the control and direction of the Council's Emergency Officer or his designated representative:-
- 47.2.1 to make provision for persons made homeless as a result of the emergency and evacuees and to supervise and co-ordinate the efforts to secure immediate temporary accommodation for the same including the use of vacant dwellings, sheltered schemes, communal areas in community centres, and other halls and meeting places as the Organisation (having consulted with the Council) deems appropriate and in addition the Organisation shall so far as possible assist in the equipping of such places for use as temporary accommodation
 - 47.2.2 to liaise with the Council and such other organisations as the Council shall decide in order to co-ordinate action in dealing with homeless persons and evacuees
 - 47.2.3 to co-ordinate and supervise the operation of the provision of temporary accommodation described in Clause 47.2.1
 - 47.2.4 to set up and maintain arrangements for the reasonable protection of any property brought to any temporary accommodation by evacuees and to liaise with the police and other relevant bodies in relation to the safe custody of the same
 - 47.2.5 whenever so requested by the Council to arrange for the provision of temporary accommodation for homeless persons and/or evacuees
 - 47.2.6 to manage the temporary accommodation secured pursuant to these provisions for so long as the emergency lasts
 - 47.2.7 to produce monthly accounts to the Council itemising its reasonable costs incurred in the provision of the services detailed in Clauses 47.2.1-6 such costs to be agreed between the parties (and thereupon treated as a variation of the Delivery Plan) and in default of such agreement the matter shall be referred to an Expert pursuant to the provisions of Clause 67.
- 47.3 At the request of the Council the Organisation will attend such training sessions and/or exercises as may be specified by the Council and the number of the Organisation's employees who shall be required so to attend shall be agreed between the Council and the Organisation and in default of agreement the Council shall specify the number of the Organisation's employees to attend.

48 EXCLUSION OF LIABILITY¹

- 48.1 The Council shall not be liable to the Organisation, whether in contract, tort or otherwise, for any loss damage or injury howsoever caused or arising out of or in connection with the provision by the Organisation of the Services or the use of or occupation by the Organisation of any of the Council's premises (including the Premises) save in relation to any deliberate or negligent act or omission of the Council or any of its employees (in the course of their employment) and in particular any such deliberate or negligent act or omission which gives rise to death or personal injury.
- 48.2 The Council shall not in any circumstances be liable to the Organisation for any indirect or consequential loss whatsoever, irrespective of the cause or causes of such loss.

49 RIGHTS AND DUTIES RESERVED

All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved and in particular (but without limitation) the Council reserves the right to exercise its powers as a landlord in respect of any of its properties notwithstanding the provisions of this Agreement.

50 WAIVER

Failure by the Council at any time to enforce the provisions of the Agreement or to require performance by the Organisation of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

PART H – FINANCIAL ARRANGEMENTS AND OTHER MATTERS

51 FINANCIAL ARRANGEMENTS

The Organisation shall comply with all the financial arrangements described in the Sixth Schedule

52 RECOVERY OF RENT

In collecting rent or other sum or sums from tenants or any other third parties on the Council's behalf, the Organisation shall proceed therewith with all due expedition and diligence and generally in accordance with all requirements of the Council's Representative. Any rent or sums so obtained shall be remitted forthwith to the Council and where applicable shall until receipt by the Council be held by the Organisation on trust for the Council. If any such other monies are temporarily paid by the Organisation into any bank, building society or other similar account, such account shall be designated as a trust account with the Council's name appearing in its

title. No such monies shall be mixed with any other money. The Organisation shall keep full and proper records as to the receipt and transfer of such monies in such form as the Council's Representative may approve and shall provide whenever requested access thereto and copies thereof.]

53 RIGHT TO USE SURPLUSES

If the Organisation out-performs the Delivery Plan and if as a consequence the Council would benefit from sums for which it had not budgeted and the Council did not require the same to meet any obligations or commitments (whether to third parties or otherwise) which are the subject of Council resolutions or incorporated in Council budgets then to the extent permitted by and subject to any conditions set out in the Delivery Plan the Organisation shall be entitled to use such sums in accordance with any scheme for surpluses forming part of the Delivery Plan or such other scheme for surpluses as may be agreed by the Council (such agreement not to be withheld or delayed).

54 Not Used[INTEREST ON OVERDUE PAYMENTS]

55 VALUE ADDED TAX

All payments by either party hereto to the other party pursuant to the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and in so far as such payments fall to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice].

PART I – EMPLOYMENT AND STAFFING

56 EMPLOYEES⁴

56.1 Details relating to existing Transferring Employees are set out in Part I of the Fourth Schedule. These details are warranted to be correct at the date hereof The Council will warrant details of any material changes which occur to the information contained in Part I of the Fourth Schedule prior to the Commencement Date and will provide to the Organisation upon written request such further factual (but not personal) information relating to the Transferring Employees reasonably required by the Organisation.

56.2 The Council shall endeavour to retain the services of each of the Transferring Employees to the intent that their respective contracts of employment shall be continued to the Commencement Date and then be transferred to the Organisation by virtue of the Regulations.

- 56.3 Without prejudice to Clause 56.5 the Council shall be responsible for all salaries and other emoluments including but without limitation holiday pay, tax and National Insurance payments allowances and contributions to retirement benefit schemes in respect of the Transferring Employees up to but not including the Commencement Date and all requisite apportionments shall be made.
- 56.4 The Organisation shall employ all the Transferring Employees on broadly comparable terms and conditions as to pension and death-in-service benefits and it is acknowledged by the Organisation that some of the Transferring Employees are members of the local government statutory superannuation scheme to which the Council belongs.
- 56.5 The Council shall indemnify and hold harmless the Organisation against each and every cost, claim, liability, expense or demand arising out of:
- 56.5.1 anything done or omitted to be done prior to the Commencement Date by or on behalf of the Council in respect of any contract of employment or any collective agreement or any persons employed in the Undertaking which notwithstanding that it relates to employment prior to the Commencement Date is deemed by reason of transfer of the Undertaking pursuant to this Agreement to have been done or omitted to be done by or in relation to the Organisation in accordance with the Regulations;
 - 56.5.2 the Council's failure to pay any of the Transferring Employees any sums properly due in respect of the period prior to the Commencement Date; and
 - 56.5.3 any claim by any trade union, staff association or staff body recognised by the Council in respect of all or any of the Transferring Employees arising out of the Council's failure prior to Commencement Date to comply with its legal obligation in relation to information and consultation to or with such trade unions or staff associations or bodies save insofar as any such failure results from a failure by the Organisation to provide information pursuant to Regulation 10(3) of the Regulations.
- 56.6 The Organisation shall indemnify and hold harmless the Council against each and every cost, claim, liability, expense or demand arising out of:-
- 56.6.1 any claim or allegation by a Transferring Employee that in consequence of the transfer of the Undertaking to the Organisation there has been or will be a substantial change in such Transferring Employee's working conditions to his detriment;
 - 56.6.2 any act or omission of the Organisation in relation to any Transferring Employee occurring on or after the Commencement Date and any claim for redundancy payments or protective awards and any liability for wrongful dismissal or unfair dismissal or otherwise in connection with the transfer of the employment of the Transferring Employees to the Organisation;
 - 56.6.3 any claim made against the Council under Regulation 10 of the Regulations which results from a failure by the Organisation to supply information to the Council pursuant to the said Regulation;

- 56.6.4 any failure by the Organisation to provide broadly comparable retirement or death-in- service benefits for or in respect of any Transferring Employees to which such persons would have been entitled immediately before the Commencement Date.
- 56.7 The Council has for the benefit of certain of the Transferring Employees entered into contract hire and maintenance agreements for certain vehicles as set out in Part II of the Fourth Schedule and has entered into agreements with the Transferring Employees there identified in relation to the use thereof. The Council shall endeavour to assign or procure the assignment of and the Organisation shall take any contract hire and maintenance agreement for all such vehicles with effect from the Commencement Date PROVIDED THAT:
- 56.7.1 in any case where the Council is unable to assign such agreements or procure new agreements on behalf of the Organisation and until the completion of such assignments or new agreements the Council shall (a) hold the relevant contracts on trust for the Organisation and (b) join with the Organisation in any proceedings reasonably brought by the Organisation to enforce such contracts
- 56.7.2 the Organisation shall within twenty (21) Working Days of receiving any certificate from the Council that any sum or sums may be payable following the Commencement Date pay such sum or sums as the Council shall direct
- 56.7.3 the Organisation shall pay to the Council (or account for) an amount or amounts equal to that proportion of any rental and insurance payments previously made by the Council under the said vehicle agreements which relates to the period on or after the Commencement Date as soon as practicable following notification of such amount or amounts by the Council
- 56.8 The Council has entered into agreements for Car Loans with certain of the staff mentioned in Part I of the Fourth Schedule (“the Borrowers”) whereby the Council has lent to each Borrower the sums set out in Part III of that Schedule. The Council will on the Commencement Date assign the right to receive payment of all monies due under the Car Loans to the Organisation and the Organisation shall as soon as practical following receipt of payment from the staff pay to the Council such sums as its receives from the staff by way of repayment of the Car Loans.
- 56.9 The Organisation shall:-
- 56.9.1 prior to the Commencement Date establish such staffing arrangements as may be appropriate to ensure the due and proper performance of the Services.
- 56.9.2 provide details of the said staffing arrangements to the Council’s Representative.
- 56.10 The Organisation may not make significant amendments to the said staffing structure during the Term without the prior written approval of the Council’s Representative (which shall not be unreasonably withheld if the Council’s Representative is satisfied that such amendments will assist in the due and proper performance of the Services).

- 56.11 The Organisation shall notify the Council's Representative in writing of the intention to make any material amendments in the said staffing structure during the Term whether or not they fall within the provisions of Clause 56.10.
- 56.12 If so requested by the Council's Representative, the Organisation shall prior to the Commencement Date provide to the Council such information as is required to enable the Council to comply with its obligations under Regulation 10 of the Regulations including but without limitation details of (a) the legal, economic and social implications of the transfer of the Undertaking for the Transferring Employees and other affected employees, (b) the measures which the Organisation envisages will be taken in connection with these Transferring Employees and (c) the reasons for such measures.
- 56.13 The Parties hereby agree and acknowledge that the transfer of employees under this agreement falls within the Statement of Practice entitled "Staff Transfer in the Public Service" and the Office of the Deputy Prime Minister's Code of Workforce Matters in Local Authority Service Contracts and the Organisation shall comply with the provisions of the Workforce Matters Code.
- 56.14 The Council will in relation to those Transferring Employees who are members of the Local Government Pension Scheme within 28 days of demand make such payments to the Administering Authority as are necessary to ensure that the accrued benefits of the Transferring Employees whilst in the service of the Council are Fully Funded .
- 56.15 Until such payments under Clause 56.14 are made the Council agrees to indemnify the Organisation against all costs, proceedings, liabilities and claims to the extent of the Council's liability to the Transferring Employees in respect of the Transferring Employees membership of the Local Government Pension Scheme whilst in the service of the Council.
- 56.16 The parties hereby agree that the indemnity in clause 56.15 shall not apply to any early retirement costs incurred by the Organisation after the Completion Date which costs shall borne by the Organisation.

57 INFORMATION ABOUT EMPLOYEES

The Organisation shall within six months before the expiry of this Agreement or within such other period as the Council may specify in the event of an earlier termination of this Agreement either in whole or in part and upon a continuing basis provide such information as the Council may require about the terms and conditions of employment of any employees employed by the Organisation in connection with the provision of the Services so as to enable the Council and any third party to assess the implications (if any) of the Regulations.

58 RIGHT TO REPRESENTATION

Without prejudice to its obligations under the Regulations, the Organisation shall take all appropriate steps consistent with good employer practice to ensure that its

employees have appropriate representation (whether through trade unions or otherwise).

PART J – MONITORING AND MANAGEMENT

59 MEETINGS BETWEEN COUNCIL AND ORGANISATION

Without prejudice to the specific provisions of this Agreement, the Council and the Organisation shall meet at such level and with such frequency as may be reasonably necessary to ensure that this Agreement is honoured and the Delivery Plan performed.

60 COUNCIL'S REPRESENTATIVE

60.1 The Council's Representative shall be the person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Agreement.

60.2 The Council's Representative shall have power to issue instructions to the Organisation on any matter relating to the provision of the Services and the Organisation shall comply therewith. If any such instruction is a variation within Clause 63 it shall be subject to the terms thereof. Provided that any delay resulting does not affect the provisions of the Services or the discharge of the Council's statutory duties the Organisation shall be entitled to object to any such instructions which would have the effect of significantly varying the fundamental nature of the Services and the delivery thereof and such objection shall be referred to the Expert pursuant to clause 67.

60.3 From time to time the Council's Representative may appoint one or more representatives to act for him generally or for specified purposes or periods. Immediately any such appointment is made, the Council's Representative shall give written notice thereof to the Organisation.

PART K – TMOs

61 TENANT MANAGEMENT ORGANISATIONS

61.1 In the event that in accordance with regulations made under Section 27AB of the Housing Act 1985 any tenants propose to form a Tenant Management Organisation (as defined in Section 27AB(8) of the said Act) the Council shall be legally responsible for dealing with all aspects of such proposal.

61.2 The Council may pursuant to such a proposal instruct the Organisation to provide such assistance as may be required to the Council and any tenants making such proposal which assistance shall include:-

61.2.1 provision of information and records about the Services

61.2.2 providing such reports or other documentation as the Council may reasonably require in a manner and timescale prescribed by the Council for consideration by the tenants or the Council

61.2.3 attendance at meetings of such tenants

and such other help or advice as the Council may require to enable the Council to fulfil its statutory obligations

61.3 At such time as a decision is made that a transfer of management responsibility for all or part of the Services is to take place in accordance with the provisions set out in Clause 61.1 the Council may issue further instructions to the Organisation requiring the Organisation to make arrangements to transfer responsibility for the Services and the Dwellings so affected to the Tenant Management Organisation in such manner and within such timescale as the Council may prescribe and the Organisation shall comply with such instructions which may include (but not be limited to):-

61.3.1 transferring data, records, statistics, files and other information in a format and manner prescribed by the Council

61.3.2 transferring to the Tenant Management Organisation in accordance with the Regulations any staff transfer wholly or mainly engaged in the provision of services to the Tenant Management Organisation

61.3.3 transferring necessary equipment and materials as may reasonably be stipulated by the Council's Representative

61.3.4 establishing working arrangements with the Tenant Management Organisation

61.3.5 providing any other assistance reasonably needed to enable such transfer to take place.

61.4 At such time as a transfer of management responsibility to a Tenant Management Organisation takes place the Council shall be entitled to vary this Agreement in accordance with Clause 63 (giving three (3) months notice to the Organisation) and where such a Variation is made the amendment to the Delivery Plan in accordance with Clause 63.3 shall reflect the cost of providing such Services as remain to be carried out under this Agreement and if no such Services remain this Agreement shall terminate (and Clause 65.4 shall apply)

61.5 The Organisation will assume all those responsibilities of the Council which are set out in any management agreement made between the Council and any Tenant Management Organisation whether such agreement exists at the date of this Agreement or arises during the currency of it and the Council shall be entitled to vary this Agreement to reflect such agreement in accordance with Clause 63

61.6 In the event that a Tenant Management Organisation to which responsibility for managing the Services has been transferred in accordance with this Clause 61 ceases to provide all or any part of those Services for all or any of the Dwellings the Council shall be entitled to vary further this Agreement in accordance with Clause 63 so as to require the

Organisation to provide such ceased Services and where such a variation is effected a variation may also be made in relation to the current Delivery Plan in accordance with Clause 63.3.

- 61.7 The provisions of this Clause shall apply, mutatis mutandis, to the transfer of additional management responsibilities to an existing Tenant Management Organisation as well as any other Tenant Management Organisations.
- 61.8 The Organisation shall in complying with its obligations under this Clause 61 ensure that to the extent permitted by any existing agreement(s) with any Tenant Management Organisation the obligations to provide the Services at the level and standards required by the Agreement or otherwise prescribed by the Council are unaffected.

PART L – TERM

62 DURATION AND RENEWAL

- 62.1 This Agreement shall expire on the day prior to the tenth anniversary of the Commencement Date unless terminated by the Council on the day prior to the fifth anniversary of the Commencement Date by giving notice in writing to the Organisation not later than six calendar months before the fifth anniversary of the Commencement Date unless extended by the Council pursuant to the following provisions of this Clause and subject to earlier termination as provided herein.
- 62.2 The Council shall be entitled (but without any obligation whatsoever) to extend the Term for one or more further periods of five years by giving notice to this effect to the Organisation no later than six calendar months before the date on which the Agreement would otherwise expire pursuant to Clause 62.1.

PART M – VARIATIONS ETC

63 VARIATIONS

- 63.1 The Council may from time to time either unilaterally or in response to representations from the Organisation require changes (hereinafter referred to as “Variations” and each a “Variation”) to be made to the Services and accordingly may upon giving reasonable written notice thereof to the Organisation add to delete from or otherwise amend in any way the provisions of this Agreement and the Organisation shall be bound by any such Variations. Provided that any delay resulting does not affect the provisions of the Services or the discharge of the Council’s statutory duties the Organisation shall be entitled to object to any such Variation which would have the effect of significantly varying the fundamental nature of the Services and the delivery thereof and such objection shall be referred to the Expert pursuant to clause 67
- 63.2 Reasonable notice for the purpose of Clause 63.1 shall be deemed to be either:-
- 63.2.1 three months’ notice for changes which the Council has determined will require consultation under Section 105 of the Housing Act 1985 or which it

reasonably considers will result in more or fewer staff being required by the Organisation or significantly more cost being incurred by the Organisation;
or

63.2.2 one month's notice in any other case.

63.3 Where a Variation is effected a variation shall be made in relation to the current Delivery Plan as soon as practicable by the Council and the Organisation (both acting reasonably) by reference to any increase or reduction in the Organisation's responsibilities and any likely increase or reduction in cost to the Organisation occasioned by such variation.

63.4 In the event that a Variation is effected by the Council which is not made in response to representations from the Organisation and which is likely to result in the redundancy of one or more of the Organisation's employees (including a Transferring Employee) engaged in the provision of the Services the Organisation shall as soon as practicable:-

63.4.1 identify the relevant employee or employees;

63.4.2 quantify and substantiate the costs which the Organisation is likely to incur by reason of the said redundancy or redundancies; and

63.4.3 notify the Council of the same

and on receipt of such notification the Council shall, having consulted (where necessary) with the Organisation, either:-

63.4.4 take account of the potential redundancy costs to be incurred by the Organisation as a result of the Variation in determining the variation to the Delivery Plan in accordance with Clause 63.3 or (if the Council so determines)

63.4.5 meet the amount of the statutory redundancy entitlement of the relevant employee or employees

PROVIDED THAT the Organisation shall have used its [best] endeavours to limit redundancy costs and the Council shall not be obliged to agree to a variation to the Delivery Plan which reflects the cost of more than the Council's minimum obligation in respect of redundancy payments under the Employment Rights Act 1996, the Local Government (Compensation for Redundancy and Premature Retirement) Regulations 1995, the Redundancy Payments (Local Government) (Modification) (Amendment) Orders 1995 and 1996 and the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996.

63.5 The Organisation shall provide to the Council such information as the Council may require to enable it to reach a determination in accordance with Clause 63.4.

63.6 It is hereby agreed that no change to the Delivery Plan will be made in respect of the Variation if there is a compensating reduction or re-organisation of any part of the Services.

63.7 In the event of a dispute as to how any Variation affects the Delivery Plan pursuant to this Clause 63 the matter shall be decided by an Expert pursuant to Clause 67.

64 ALTERATIONS

64.1 Where and whenever the number of Dwellings undergoes a substantial change (hereinafter referred to as an "Alteration") during the Term for any reason (save pursuant to Clause 61) a variation shall be made to the Delivery Plan pursuant to Clause 63.3 and such variation shall take account of any increase or reduction in the Organisation's responsibilities and any likely increase or reduction in cost to the Organisation resulting from such Alteration.

64.2 A "substantial change" for the purposes of Clause 64.1 shall mean any increase or decrease of 150 or more in the number of Dwellings either:-

64.2.1 being managed by the Organisation immediately after the Commencement Date; or

64.2.2 remaining to be managed by the Organisation following any one or more such substantial changes

and for the avoidance of doubt a substantial change shall be deemed to have arisen as soon as the said increase or decrease occurs whether as a consequence of one event or a series of events.

64.3 The Organisation shall provide to the Council such information as the Council may require for the purposes of Clause 64.1.

64.4 It is hereby agreed that no Variation shall be made pursuant to Clause 63.3 as a result of an Alteration if there is a compensating reduction or reorganisation of any part of the Services.

64.5 If the Organisation disputes a Variation pursuant to Clause 63.3 arising from an Alteration it shall be entitled to refer the matter for determination by an Expert under Clause 67.

65 TERMINATION ETC.

65.1 If the Organisation or where applicable any director or any senior manager thereof:-

65.1.1 commits a breach of any of the Organisation's obligations under the Agreement;

65.1.2 changes the Organisation's structure or staffing in a way which in the opinion of the Council adversely affects the ability of the Organisation to discharge its obligations under the Agreement to the Contract Standard;

65.1.3 has any director or senior manager of it convicted of dishonesty;

- 65.1.4 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangements for a composition of debts, or any scheme or arrangement approved in accordance with the Insolvency Act 1986;
- 65.1.5 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;
- 65.1.6 has a winding-up order made or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- 65.1.7 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- 65.1.8 has an administrator or an administrative receiver (as defined in the Insolvency Act 1986) appointed;
- 65.1.9 has possession taken by or on behalf of the holders of any debenture secured by a floating charge, or any property comprised in, or subject to, the floating charge;
- 65.1.10 is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the court to make a winding-up order

then in any such circumstances the Council may (if it so decides) exercise the rights described in Clause 65.3.

65.2 Not Used

65.3 In the event of any one or more of the circumstances described in Clauses 65.1 the Council may take any or all of the following actions:-

- 65.3.1 either provide itself or procure the provision of the whole or the relevant part of the Services until such time as (if at all) the Organisation shall demonstrate to the satisfaction of the Council that the whole or such part of the Services will be once more provided by the Organisation in accordance with the provisions hereof
- 65.3.2 without determining the whole of this Agreement terminate forthwith the relevant part of the Services only and thereafter itself provide or procure a third party to provide such part of the Services
- 65.3.3 determine the whole of this Agreement

and in the event of action pursuant to Clauses 65.3.1 and 65.3.2 a corresponding variation to the Delivery Plan shall be made in accordance with Clause 63.3

65.4 The Council shall act in accordance with Clause 65.5 if the Organisation or where applicable any director or any chief executive of the Organisation

- 65.4.1 commits any breach of any of the Organisation's obligations under the Agreement which is not in the Council's reasonable opinion a serious breach of the Agreement and such breach is capable of being remedied or;
- 65.4.2 fails to carry out the Services or any of them with due skill and care or inadequately or otherwise than in accordance with the provisions of this Agreement.
- 65.4.3 does any act, omits or fails to do any act (whether by its employees, sub-contractors or agents) in the performance of the Organisation's obligations under this Agreement which in the opinion of the Council delays, interrupts or prevents the performance of the Services required under this Agreement in accordance with the terms of the Agreement and any standard specified herein.
- 65.5.1 In the event of the occurrence of one or more of the circumstances described in Clause 65.4 ("the Event") the Council shall require the Organisation to produce a Remedial Plan within 5 Working Days or such other shorter period as the Council may require of the occurrence of the Event.
- 65.5.2 The Remedial Plan shall:
- (a) contain an analysis by the Organisation of the reasons why the Event occurred;
 - (b) set out what steps the Organisation proposes to take to avoid a recurrence of the Event;
 - (c) in relation to the circumstances in Clause 6.11 identify what action the Organisation proposes to take to demonstrate that the Organisation is providing or will provide best value.
- 65.5.3 The Council shall notify the Organisation within 10 Working Days of receipt of the Remedial Plan whether it is agreed or rejected.
- 65.5.4 If the Council rejects a Remedial Plan proposed by the Organisation the Council shall give reasons. In these circumstances the Organisation shall within a further 5 Working Days propose a revised Remedial Plan taking account of the Council's reason for rejection and any amendments proposed by the Council. The Council will then decide whether to accept or reject the revised Remedial Plan and in the absence of agreement between the parties the Council shall refer the matter to the Expert pursuant to Clause 67.
- 65.5.5 If (i) the Event leading to the production of the Remedial Plan recurs within 3 months of the implementation of the Remedial Plan; or (ii) the Services do not improve in accordance with any agreed improvement target confirmed in the Remedial Plan, or (iii) the Council has rejected a Remedial Plan in accordance with Clause 65.5.4 and no suitable Remedial Plan is subsequently submitted and approved by the Council; the Council will be entitled to exercise the rights described in Clause 65.3.

- 65.6 If the Agreement is terminated in whole or in part as provided in Clauses 65.3 the Council shall:
- 65.6.1 be entitled to reoccupy any premises and repossess any other physical resources or assets licensed, loaned, or hired to the Organisation and to exercise a lien over any of the physical resources or any other thing belonging to the Organisation and shall have full and unfettered licence over all documents for use in connection with the Services;
 - 65.6.2 be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof and to use all such Organisation's physical resources or other things, and all such documents for the purpose thereof
- 65.7 If the Council exercises its rights under this Clause 65 to terminate the whole or any part of the Agreement then in relation to the whole or any such part:-
- 65.7.1 the Organisation shall, unless the Council requests otherwise, forthwith cease to perform any of the Services
 - 65.7.2 immediately hold all rent and other sums collected or obtained under this Agreement on trust for the Council notwithstanding any right of retention under Clause 52
 - 65.7.3 hand over this Agreement to the Council without detriment to the interest of the Council's tenants or other customers of the Council.
- 65.8 The Council undertakes to exercise its power to appoint and remove board members pursuant to the Articles of Association of the Organisation only in any of the circumstances described in Clauses 65.1 and 65.2 and then only for so long as (in the Council's reasonable opinion) the relevant circumstances subsist.

66 VARIATION OF CONTRACT

No deletion from, addition to, or variation of this Agreement shall be valid or of any effect unless agreed in writing and signed by the parties

67 DISPUTE RESOLUTION

- 67.1 All disputes between the Organisation and the Council arising out of or in connection with this Agreement or the performance of the Services by the Organisation or any failure by the parties to agree any matter to be agreed as referred to in this Agreement within a reasonable period shall be referred to an expert to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Chartered Institute of Housing or a person appointed by him.
- 67.2 The Expert appointed under Clause 67.1 shall be entitled to make such decision or award as he thinks just and equitable having regard to all the circumstances then existing and the

costs of such Expert shall follow the event or in the case of neither party succeeding such cost shall be apportioned between the parties by the Expert in such proportions as he in his absolute discretion thinks fit.

- 67.3 Any award of costs under Clause 67.2 shall be reflected in a variation to the current Delivery Plan.
- 67.4 Any award or decision of the Expert under this Clause shall be final and binding on both parties save in the event of fraud or a mistake in law or material fact.
- 67.5 Until such time as a dispute between the Organisation and the Council is resolved the Organisation shall continue to perform the Services in accordance with this Agreement.

PART N – NOTICES AND OTHER MATTERS

68 NOTICES

- 68.1 Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second Working Day after the date of posting or on successful transmission, as the case may be.
- 68.2 Notices served under Clause 68.1 shall be sent by first class recorded delivery mail (or equivalent). All other notices shall be sent by such means as the sending party deems appropriate.

69 SEVERANCE

If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

70 PARTNERSHIPS¹

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties hereto and save as expressly provided nothing in this Agreement shall be deemed to make the Organisation the agent of the Council or authorise the Organisation (a) to incur any expenses on behalf of the Council (b) to enter into any engagement or make any representation or warranty on behalf of the Council or (c) to commit or bind the Council in any way whatsoever without in each case obtaining the Council's Representative's prior written consent.

71 SURVIVAL OF THIS CONTRACT

- 71.1 Insofar as any of the rights and powers of the Council provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 71.2 Insofar as any of the obligations of the Organisation provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

72 LAW

This Agreement shall be governed by and construed according to English Law.

73 CONCURRENT REMEDIES

No right or remedy herein conferred upon or reserved to either party by this Agreement is exclusive of any other right or remedy provided herein or by law or equity and each such right or remedy shall be cumulative of every other right or remedy and may be enforced concurrently therewith or from time to time and shall be without prejudice to any pre-existing liabilities or obligations of the other party under this Agreement.

74 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements and understandings (if any) between the parties with respect thereto.

PART O – TERMS USED ETC

75 DEFINITIONS AND INTERPRETATION

- 75.1 The definitions are as follows:

“Agreement”

means this Agreement (including the Schedules and Annexes) and any variations in accordance with Clause 63.

“Annual Performance Plan”

means the performance plan forming part of the Delivery Plan which is to be produced annually by the Organisation and which is described in Clause 7.

“Annual Sections of the Delivery Plan”

means those sections of the Delivery Plan which in accordance with Clause 6 are prepared on an annual basis

“Best Value”

and “best value” both mean best value as defined in the Local Government Act 1999

“Best Value Review”

means the review of the Services provided by the Organisation to be produced by the Organisation and which is described in Clause 8

“Car Loans”

means the car loans referred to at Part IV of the Fourth Schedule and includes any renewals or substitutions thereof.

“Commencement Date”

means 1 October 2006

“Contract Period”

means the period beginning on the Commencement Date and continuing for five years unless (a) terminated sooner in accordance with Clause 65 or in accordance with common law or statute or (b) extended in accordance with Clause 62.

“Contract Standard”

means the standard to which the Services are to be provided as defined in Clause 16.

“Contracts”

means the contracts for goods and/or services relating to the Undertaking detailed in the First Schedule and any replacements thereof or additions thereto as notified by the Council to the Organisation.

“Council Guidelines”

means relevant rules, procedures, guidelines, policies, codes of practice, Standing Orders and Financial Regulations and standards of the Council currently applying or as notified to the Organisation by the Council or the Council’s Representative from time to time, as any of the same may from time to time be amended by the Council and notified to the Organisation.

“Council’s Computer Systems”

means the computer hardware systems owned, leased and/or operated from time to time by the Council or any third party either in whole or in part in connection with the Undertaking.

“Council’s Data”

means any information or data compiled by or on behalf of the Council in connection with the Services.

“Council’s Emergency Officer”

means the Chief Executive of the Council or such other individual as the Council may appoint from time to time

“Council’s Equipment and Vehicles”

means the equipment and vehicles of the Council relating to the Undertaking and listed in the Second Schedule together with any other (a) equipment as may be agreed between the Organisation and the Council in writing and/or (b) vehicles as may be transferred by the Council to the Organisation by way of sale or transfer of Vehicle Lease or otherwise and “Vehicle” shall be construed accordingly.

“Council’s Representative”

means the person nominated pursuant to Clause 60.

“Council’s Software”

means any computer software owned by or licensed to the Council relating to or used in connection with the Services.

“Delivery Plan”

means the document so entitled which describes the outputs to be achieved by means of the Services to be provided by the Organisation and any variations of such document made pursuant to Clause 63.

“Delivery Plan Format”

is the format stipulated by the Council for the Delivery Plan for the Services to be provided by the Organisation and forming Annex 2.

“Delivery Plan Strategy”

means in respect of the period up to (but not including) the first anniversary of the Commencement Date the initial Delivery Plan forming Annex 1 and in respect of subsequent years of the Agreement means the Delivery Plan strategy to be submitted by the Organisation pursuant to Clause 6.

“Dwelling”

means any leasehold or tenanted dwelling house to be managed by the Organisation pursuant to this Agreement and includes (a) any part of a building occupied or intended to be occupied as a separate dwelling house (in particular but without limitation a flat and the communal areas of blocks of flats save that any flat let together with a shop unit as part of the same demise or otherwise as set out in the Third Schedule shall be excluded), (b) any land, gardens, outhouses, private paths or driveways usually enjoyed with any such dwelling house and (c) group homes for sheltered accommodation provided under the Enabling Acts together with any land, gardens or driveways usually enjoyed with any such sheltered accommodation.

“Enabling Acts”

means all those Acts which enable the Council to enter into this Agreement, including (but not limited to) the Housing Act 1985, the Local Government Act 1972 and the Local Government Act 2000

“Expert”

means an individual appointed in accordance with Clause 67.

“Fully Funded”

means funded to the extent necessary to ensure that there is no liability for the Organisation to make contributions in relation to the benefits accrued up to the Commencement Date

“Guidance”

means the guidance entitled “Guidance on Arms Length Management of Local Authority Housing” and any subsequent guidance which modifies or replaces the same.

“Know-how”

means all information (including that comprised in or derived from data, disks, tapes, manuals, source codes, flow-charts, catalogues and instructions) relating to the Undertaking and the Services.

“Lease[s]/Licence[s]”

means the lease[s]/licence[s] to be granted pursuant to Clause 41 in substantially the forms set out in the Seventh Schedule

"Management Fee"

means the payments to the Organisation by the Council in consideration for the performance of the Services as more particularly described in the Sixth Schedule.

“New Contracts”

means contracts for goods and services relating to the Undertaking in respect of budget head not delegated to the Organisation and to be entered into only by the Council after the Commencement Date

“Organisation’s Representative”

means the person who is to represent the Organisation appointed pursuant to Clause 20.

“Premises”

means the offices and other premises described in the Third Schedule and comprised in the form of Lease set out in the Seventh Schedule

“Rent Collection Fee”

means the fee received by the Organisation from the Council for rent collection in accordance with Clause 52

“Regulations”

means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and shall be deemed to include (without limitation) the Acquired Rights Directive 77/187 (howsoever amended or interpreted) as it applies to the Council and/or this Agreement and/or this or any subsequent transfer of the Undertaking.

“RPI”

means the United Kingdom General Index of Retail Prices (All Items) or in the event that the basis of calculation of such Index shall change or if such Index ceases to be published (as to which the Council’s reasonable decision shall be conclusive) such other published index of retail prices or the value of money as the Council and the Organisation may agree PROVIDED THAT in the event that such agreement cannot be reached within twenty-one (21) Working Days of a decision by the Council the RPI shall be determined by an Expert in accordance with the provisions of Clause 67.

“Services”

means the services to be provided by the Organisation in accordance with the Agreement and includes any variations thereto made pursuant to Clause 63.

“Standing Orders and Financial Regulations”

means the Council’s documented orders and regulations which must be complied with by the Organisation to the extent that they apply to the subject matter of this Agreement.

"Tenancy Conditions"

means the conditions on the basis of which the Council's tenants occupy the Dwellings and shall be deemed to include all the Council's rights and obligations whether statutory or contractual and whether or not expressly incorporated.

"Tenant Management Organisation"

means a Tenant Management Organisation as defined in Section 27AB(8) of the Housing Act 1985.

"Term"

means the period commencing on the Commencement Date and expiring on 30 September 2016 subject to earlier termination as herein provided.

"Transferring Employees"

means the employees occupying the posts listed in Part I of the Fourth Schedule together with any replacement employees for any whose contracts terminate before the Commencement Date

"Undertaking"

means all of the undertaking of the provision of housing management services by the Council its servants or agents immediately before the Commencement Date

"Vehicle Lease"

means any vehicle leasing or hire contract in respect of any vehicle leased or hired by the Council.

"Working Day"

means any day between the hours of 8.45am and 5.00pm save for Saturdays, Sundays, public holidays and other non-statutory holidays taken as public holidays by the Council and in relation to any time after 5.00pm shall mean the following Working Day.

"Workforce Matters Code"

Means the Code of Practice on Workforce Matters in Local Authority Service Contracts annexed to the Office of the Deputy Prime Minister's circular 03/2003 "Local Government Act 1999; and Part 1 Best Value and Performance Improvements" as amended from time to time

- 75.2 Reference to the Organisation's personnel shall be deemed to include the Organisation's directors and employees and the Organisation's agents, sub-contractors and essential visitors (as referred to in Clause 36.2) unless the context otherwise requires.
- 75.3 The Agreement shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference which shall arise between the Council or the Council's Representative and the Organisation out of or in connection with the Agreement.
- 75.4 A reference to the Enabling Acts or any other Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like, shall be deemed to include a reference to

any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

- 75.5 Words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include firms and corporations
- 75.6 References to Clauses, Schedules and Annexes shall be deemed to be references to the Clauses in and the Schedules and Annexes to this Agreement as so numbered
- 75.7 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof

IN WITNESS whereof these presents have been executed as a Deed and delivered the day and year first before within.

THE COMMON SEAL of STEVENAGE)
 BOROUGH COUNCIL was hereunto)
 affixed in the presence of:)

Director

Director/Secretary

THE COMMON SEAL of STEVENAGE)
 HOMES LIMITED was hereunto affixed)
 in the presence of:)

Director

Director/Secretary

THE FIRST SCHEDULE
CONTRACTS TO BE ADMINISTERED

Contract	Contract Period	Commencement Date	Value (per annum)	Contractor
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THE SECOND SCHEDULE

COUNCIL'S ASSETS

Vehicles, Equipment etc

THE THIRD SCHEDULE
PREMISES AND OTHER PROPERTY INFORMATION

THE FOURTH SCHEDULE

TRANSFERRING EMPLOYEES ETC

Query anonymise

PART I - TRANSFERRING EMPLOYEES

Post No	Designation	Name	Date of Birth	Age	Grade	Salary	Date Commenced	Entered Superannuation Scheme	Contractual Notice (Months)	Statutory Notice Months (M) Weeks (W)

PART II
CAR LEASES

Employee	Vehicle	Registered number	Lease Company	Start Date	End Date	Annual Rental
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PART III

CAR LOANS

Employee	Date of Loan	Amount Borrowed	Interest Rate	Total outstanding, including projected interest at the Commencement Date	Period	Final payment due
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THE FIFTH SCHEDULE

COMPUTER SYSTEMS AND SOFTWARE CURRENTLY USED BY THE COUNCIL

Including terms and conditions of use - third party requirements?

THE SIXTH SCHEDULE

FINANCIAL ARRANGEMENTS

The transfer of monies to the Organisation

These arrangements depend on the financial services arrangements - a book transfer only, superintended by Council staff contracted to the ALMO, or more than that?

The calculation of the Organisation's fee

These arrangements depend on

- (a) the relationship between the fee and the rental income – see Clause 52
- (b) the extent of the fee-paid services – do they cover only revenue-financed work or are capital programmes paid for in this way? The key question is “Who writes the (large) contract cheques?”

Whatever is decided it must be VAT efficient – ie the Council must be able to recover the VAT charged by the ALMO

THE SEVENTH SCHEDULE
FORM OF LEASE/LICENCE FOR PREMISES

THE EIGHTH SCHEDULE
USE OF COUNCIL'S COMPUTERS

Data and information to be used by Organisation – and terms for doing so

THE NINTH SCHEDULE

SERVICES SUPPLIED BY COUNCIL

One or more specifications describing the service(s) with (if relevant) rights to vary and terminate

ANNEX 1

THE INITIAL DELIVERY PLAN

Drawn up in the format in Annex 2

ANNEX 2

THE DELIVERY PLAN FORMAT

NOTE: - Readers are referred to the Delivery Plan framework produced by HACAS Chapman Hendy (Johanna Holmes). Attention is drawn to the Introductory Notes to it. The Agreement has been drafted on the assumption that the Delivery Plan will take the form suggested by HACAS Chapman Hendy. If it does not changes will be required

ANNEX 3
DELEGATION AGREEMENT

FUNCTION	PROBABLE RESPONSIBILITY IDENTIFIED IN THE GUIDANCE X = RETENTION 4 = DELEGATION	ACTIVITIES THAT ARE NOT SET OUT IN THE GUIDANCE THAT MIGHT BE DELEGATED	SECTION 27 CONSENT REQUIRED?	FUTURE DELEGATIONS	FURTHER DELEGATION TO AREA BOARDS
1. Housing Strategy	X				
1.1 Strategic work in partnership with RSLs and others	X				
1.2 Tenant involvement in strategy	X				
1.3 Market analysis	X				
1.4 Enabling and resource planning	X				
1.5 Contribution to corporate planning	X				

2.	Stock Condition (including house condition surveys)	X				
3.	Housing Needs	X				
3.1	Assessments					
3.2	Surveys					
4.	Home Energy Conservation Act		?			
5.	Housing land and other assets	X				
6.	Homelessness	X				
7.	Housing Advice	X				
8.	Private sector housing:	X				
8.1	Renewal/redevelopment					
8.2	Renovation grants					
8.3	Disabled facilities grants					
8.4	Area renewal activity and clearance					

8.5	Work in relation to HMOs				
8.6	House condition surveys				
8.7	Home improvement agencies				
8.8	Fitness enforcement activity and other enforcement activity in respect of unsatisfactory housing conditions				
8.9	Empty property				
8.10	Energy efficiency				
9.	Co-ordination with corporate policy in relation to: Care Services Community safety Neighbourhood renewal Regeneration Housing and health Sustainable development Social exclusion Equalities		X		
10.	New tenancies				

10.1	Housing Register		?			
10.2	Making best use of housing stock		?			
10.3	Selection of tenants for vacant properties		?			
10.4	Notification to and signing of new tenants	4				
10.5	Transfer waiting list management		?			
10.6	Granting of new tenancies	4				
10.7	Successions		?			
10.8	Mutual Exchange management		?			
10.9	Homes					
11.	Repairs and Maintenance	4				
11.1	Stock condition survey local authority housing		?			
11.2	Response repairs	4				
11.3	Planned maintenance	4				
11.4	Modernisation and improvements	4				
11.5	Redevelopment and renewal	4				

11.6	Energy efficiency		?			
12.	Void and Empty Property Management					
12.1	Terminations	4				
12.2	Inspection and repairs	4				
12.3	Major repairs		?			
13.	Tenancy Management					
13.1	Estate Management	4				
13.2	Enforcement of Conditions of Tenancy	4				
13.3	Evictions and court action to support enforcement		?			
13.4	Alterations to Conditions of Tenancy		?			
13.5	Illegal occupation		?			
13.6	Responsibility for Anti Social Behaviour Orders	X				
13.7	Requests for Anti Social Behaviour Orders	4				

14.	Estate Management				
14.1	Caretaking housing schemes		?		
14.2	Environmental services		?		
14.3	Grass cutting/ground maintenance		?		
15.	Supported Housing				
15.1	Sheltered housing schemes		?		
15.2	Call centres		?		
15.3	Supported housing schemes		?		
15.4	Refuges		?		
15.5	Homeless accommodation		?		
15.6	Temporary accommodation		?		
16.	Right to Buy				
16.1	Valuations	X			
16.2	Administration and calculation of discount	4			
16.3	Approvals	X			

17. Leasehold Management		?			
18. Finance					
18.1 Rent setting	X				
18.2 Rent collection	4				
18.3 Recovery of arrears	4				
18.4 Recovery of other charges	4				
18.5 Financial returns		?			
18.6 Financial management		?			
18.7 Insurance and claims		?			
19. Procurement					
19.1 Policy	X				
19.2 Letting of contracts in relation to delegated activities	4				
20. Tenant Involvement					
20.1 Tenant Compact	4				
20.2 Tenant association development	4				
20.3 Information to Tenants	4				

20.4 Reports to Tenants					
21. Other Assets (including lettings management and clearance)					
21.1 Garages		?			
21.2 Shops and buildings		?			
21.3 Estate Offices					
21.4 Tenant Resource Centres or Tenant Offices					
21.5 Meeting Rooms					
22. Clearance and Disposal of Dwellings					
22.1 Sale of dwellings					
22.2 Clearance					
22.3 Consultation		?			
22.4 Decanting tenants		?			

ANNEX 4

TENANT COMPACT

i.e. the initial form of the Organisation's own Tenant Compact

ANNEX 5

EQUAL OPPORTUNITY POLICY

NB must enable the Organisation to comply with Clause 3.2

