

# Cabinet Agenda

**Date:** Wednesday 11 November 2020

**Time:** 6.30 pm

**Venue:** Virtual Meeting - Online

## Membership:

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**Chair:** Councillor Graham Henson (Leader of the Council, Portfolio Holder for Strategy, Partnerships, Devolution and Customer Services)

<b>Portfolio Holders:</b>	<b>Portfolio:</b>
Councillor Sue Anderson	Community Engagement and Accessibility
Councillor Simon Brown	Adults and Public Health
Councillor Keith Ferry	Deputy Leader, Regeneration, Planning and Employment
Councillor Phillip O'Dell	Housing
Councillor Varsha Parmar	Environment
Councillor Christine Robson	Young People and Schools
Councillor Krishna Suresh	Community Cohesion and Crime
Councillor Adam Swersky	Finance and Resources

<b>Non-Executive Members:</b>	<b>Role:</b>
Councillor Antonio Weiss	Non-Executive Cabinet Member
John Higgins	Non-Executive Voluntary Sector Representative

**Quorum 3, including the Leader and/or Deputy Leader)**

**Contact:** Nikoleta Nikolova, Senior Democratic & Electoral Services Officer  
Tel: 020 8416 8284 E-mail: [nikoleta.nikolova@harrow.gov.uk](mailto:nikoleta.nikolova@harrow.gov.uk)

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# **Useful Information**

## **Meeting details:**

This meeting is open to the press and public and can be viewed on [www.harrow.gov.uk/virtualmeeting](http://www.harrow.gov.uk/virtualmeeting)

## **Filming / recording of meetings**

Please note that proceedings at this meeting may be recorded or filmed. If you choose to attend, you will be deemed to have consented to being recorded and/or filmed.

The recording will be made available on the Council website following the meeting.

**Agenda publication date: Tuesday 3 November 2020**

## **Agenda - Part I**

### **1. Apologies for Absence**

To receive apologies for absence (if any).

### **2. Declarations of Interest**

To receive declarations of disclosable pecuniary or non pecuniary interests, arising from business to be transacted at this meeting, from:

- (a) all Members of the Committee, Sub-Committee or Panel;
- (b) all other Members present in any part of the room or chamber.

### **3. Petitions**

To receive any petitions submitted by members of the public or Councillors.

### **4. Public Questions \***

To receive any public questions received in accordance with paragraph 16 of the Executive Procedure Rules.

Questions will be asked in the order in which they were received. There will be a time limit of 15 minutes for the asking and answering of public questions.

**[The deadline for receipt of public questions is 3.00 pm, 6 November 2020. Questions should be sent to [publicquestions@harrow.gov.uk](mailto:publicquestions@harrow.gov.uk)**

**No person may submit more than one question].**

### **5. Councillor Questions \***

To receive any Councillor questions received in accordance with paragraph 17 of the Executive Procedure Rules.

Questions will be asked in the order agreed with the relevant Group Leader by the deadline for submission and there be a time limit of 15 minutes.

**[The deadline for receipt of Councillor questions is 3.00 pm, 6 November 2020.]**

### **6. Key Decision Schedule November 2020 - January 2021 (Pages 7 - 24)**

### **7. Progress on Scrutiny Projects (Pages 25 - 26)**

For consideration

### **8. Covid-19 Update (To Follow)**

Verbal update by the Chief Executive.

**KEY 9. Borough Plan Update (Pages 27 - 72)**

Report of the Chief Executive.

**KEY 10. Council's response to Black Lives Matter (Pages 73 - 92)**

Report of the Chief Executive.

## **Community**

**KEY 11. Joining Capital Letters (London) Ltd (Pages 93 - 270)**

Report of the Divisional Director, Housing.

**12. Harrow Strategic Development Partnership - Appointment of Directors (Pages 271 - 280)**

Report of the Corporate Director, Community.

## **People**

**KEY 13. Children and Young People Strategic Commissioning - Emotional Wellbeing Service and Information, Advice and Guidance Service (Pages 281 - 294)**

Report of the Corporate Director, People.

**KEY 14. People Services Strategic Commissioning Extra Care Strategy Up-Date (Pages 295 - 306)**

Report of the Corporate Director, People.

**KEY 15. People Services Strategic Commissioning - Adult Mental Health Review and Next Steps (Pages 307 - 336)**

Report of the Corporate Director, People.

**16. Any Other Urgent Business**

Which cannot otherwise be dealt with.

## **Agenda - Part II**

### **Nil**

**\* Data Protection Act Notice**

The Council will audio record items 4 and 5 (Public and Councillor Questions) and will place the audio recording on the Council's website, which will be accessible to all.

[**Note:** The questions and answers will not be reproduced in the minutes.]

Deadline for questions	3.00 pm on 06 November 2020
Publication of decisions	12 November 2020
Deadline for Call in	5.00 pm on 19 November 2020
Decisions implemented if not Called in	20 November 2020

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## **London Borough of Harrow**

### **Key Decision Schedule (November 2020 - January 2021)**

#### **Month: November**

The following is a list of Key Decisions which the Authority proposes to take at the above Cabinet meeting. The list may change over the next few weeks. A further notice, by way of the Cabinet agenda, will be published no less than 5 clear days before the date of the Cabinet meeting, showing the final list of Key Decisions to be considered at that meeting.

#### **A Key Decision is a decision by the Executive which is likely to:**

- (i) result in the Council incurring expenditure which is, or the making of savings which are, significant having regard to the Council's budget for the service or function to which the decision relates; or
- (ii) be significant in terms of its effects on communities living or working in an area of two or more wards or electoral divisions of the Borough.

A decision is significant for the purposes of (i) above if it involves expenditure or the making of savings of an amount in excess of £1m for capital expenditure or £500,000 for revenue expenditure or, where expenditure or savings are less than the amounts specified above, they constitute more than 50% of the budget attributable to the service in question.

## Decisions which the Cabinet intends to make in private

The Cabinet hereby gives notice that it may meet in private after its public meeting to consider reports which contain confidential information. The private meeting of the Cabinet is open only to Members of the Cabinet, other Councillors and Council officers.

Reports relating to decisions which the Cabinet will take at its private meeting are indicated in the list of Key Decisions below with the reasons for the decision being made in private where appropriate. The Schedule also contains non-Key Decisions which involve Cabinet having to meet in private. Any person is able to make representations to the Cabinet if he/she believes the decision should instead be made in the public Cabinet meeting. If you want to make such representations please contact Democratic & Electoral Services. You will then be sent a response in reply to your representations. Both your representations and the Cabinet's/Leader's response will be published on the Council's website <http://www.harrow.gov.uk/www2/mgListPlans.aspx?RPId=249&RD=0&bcr=1> at least 5 clear days before the Cabinet meeting.

The Cabinet/Leader will be considering a report prepared by the relevant Directorate. The report together with any other documents (unless they contain exempt information) will be available for inspection 5 clear days before the decision is taken by Cabinet/Leader from Democratic Services, on 020 8424 1055 or by contacting [democratic.services@harrow.gov.uk](mailto:democratic.services@harrow.gov.uk) or by writing to Democratic & Electoral Services, Harrow Council, Civic Centre PO Box 2, Station Road, Harrow, HA1 2UH or on the Council's website. Copies may be requested but a fee will be payable. Reports to be considered at the Cabinet's public meeting will be available on the Council's website 5 clear days before the meeting.

The KDS looks 3 meetings ahead and will be published 28 clear days before the Decision Date / Period of Decision.



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Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
<b>NOVEMBER 2020</b>						
Borough Plan Update	Cabinet to note the progress against delivery of the Borough Plan and recommend to Council any proposed amendments to the Plan to take account of the significant developments around the Black Lives Matter movement, race inequality and disparities and Covid.	Cabinet	5 November 2020	Councillor Graham Henson  Chief Executive Rachel.Gapp@Harrow.gov.uk, tel. 0208 424 8774	Open	Agenda report and any related appendices  All Council directorates, Corporate Leadership Group and Harrow Strategic Partnership have been consulted.
Joining Capital Letters (London) Ltd	To approve the decision to join Capital Letters (London) Ltd.	Cabinet	5 November 2020	Councillor Phillip O'Dell  Divisional Director, Housing	Open	Agenda report and any related appendices  Finance and

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	<p>To allow the appropriate staffing cost to be transferred to enable Capital Letters to recruit directly.</p> <p>To note Capital Letters' governance structures including the Borough Representative Body on which all boroughs are represented.</p>			BeatriceAmia.Cingtho-Taylor@harrow.gov.uk		Legal Services.
Children and Young People Strategic Commissioning - Emotional Wellbeing Service and Information, Advice and Guidance Service	Delegate authority to the Corporate Director, People Services following consultation with the Portfolio Holders for Young People	Cabinet	5 November 2020	<p>Councillor Christine Robson; Councillor Adam Swersky</p> <p>Corporate Director, People Priya.Ganatra@harrow.gov.uk, tel. 0208 420 9237</p>	Open	<p>Agenda report and any related appendices</p> <p>None.</p>

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	and Schools and Finance and Resources to issue a direct award to the incumbent provider for the Harrow's information advice and guidance service and approve the financial contribution to be made by the Council to Harrow Clinical Commissioning Group for the Harrow's Emotional Wellbeing Service.					
Equalities, Diversity and Inclusion Strategic Plan	To approve the direction of travel of the Equalities Strategic Plan and note the	Cabinet	5 November 2020	Councillor Graham Henson; Councillor Varsha Parmar Chief Executive	Open	Agenda report and any related appendices Consultation and

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	action to date in responding to the Black Lives Matters and race agenda.			Shumaila.Dar@harrow.gov.uk, tel. 020 8424 1820		engagement will have taken place with all staff, trade unions, local agencies, statutory partners and the voluntary and community sector.
People Services Strategic Commissioning - Adult Mental Health Review and Next Steps	<p>Note the findings of the Mental Health Review and agree the recommendations and the next steps for implementation.</p> <p>Delegate authority to the Director of Adult Social Care and Corporate Director, Resources and</p>	Cabinet	5 November 2020	<p>Councillor Simon Brown</p> <p>Corporate Director, People Johanna.Morgan@harrow.gov.uk, tel. 020 8736 6841</p>	Open	<p>Agenda report and any related appendices</p> <p>Engagement with stakeholders was undertaken to inform the Mental Health Review and there will be on-going engagement through co-production to redesign services.</p>

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	<p>Commercial, following consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to: procure and award contracts accommodation services; and to enter a section 75 agreement with Central North West London NHS Foundation Trust for the provision of mental health social care services in accordance with the Care Act 2014, subject to annual review of services</p>					

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
People Services Strategic Commissioning - Extra Care Strategy Update	<ol style="list-style-type: none"> <li>1. Note the progress to date on the implementation of the Extra Care Strategy.</li> <li>2. Delegate authority to the Director of Adult Social Care and Corporate Director, Resources and Commercial, following consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to</li> </ol>	Cabinet	5 November 2020	<p>Councillor Simon Brown</p> <p>Corporate Director, People  Johanna.morgan@harrow.gov.uk, tel. 020 8736 6841</p>	Open	<p>Agenda report and any related appendices</p> <p>Engagement with stakeholders is incorporated into the development of wellbeing and care service services.</p>

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	procure and appoint a provider for the provision of extra care wellbeing services.					
Long Lease Opportunity to provide newly built homes for use as temporary accommodation or discharge of homelessness duty	This report recommends the council or its LLP company entering into a long (40 year) lease for 78 new homes, funded by a lease rental payment, for use either as temporary accommodation or for discharge of homelessness duty. It will secure additional housing to assist in meeting the council's statutory homelessness obligations and	Cabinet	5 November 2020	Councillor Phillip O'Dell  Divisional Director, Housing alison.pegg@harro w.gov.uk, tel. 0208 424 1933	Part exempt	Agenda report and any related appendices  Ward Councillors to be consulted

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	<p>provide a rental income stream. Cabinet is requested to delegate authority to the Corporate Director Communities and the Director of Finance in consultation with the Portfolio Holder for Finance and Resources, the Portfolio Holder for Housing and the Portfolio Holder for Regeneration, Planning and Employment to finalise and enter into the Legal Agreements.</p>					



Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
<b>DECEMBER 2020</b>						
Draft Revenue Budget 2021/22 and Medium Term Financial Strategy 2021/22-2023/24	To approve the Draft of Revenue budget for 2021/22 and MTFS 2021/22-2023/24 for consultation.	Cabinet	3 December 2020	Councillor Adam Swersky  Corporate Director, Resources Dawn.Calvert@harrow.gov.uk, tel. 0208 420 9269	Part exempt	Agenda Report and any related appendices
Draft Capital Programme 2021/22 to 2023/24	To approve: <ul style="list-style-type: none"> <li>• The draft of 2021/22 to 2023/24 Capital Programme for consult</li> <li>• The draft of Capital Strategy.</li> </ul>	Cabinet	3 December 2020	Councillor Adam Swersky  Corporate Director, Resources Dawn.Calvert@harrow.gov.uk, tel. 0208 420 9269	Part exempt	Agenda Report and any related appendices
Revenue and Capital	1. To note the Revenue and	Cabinet	3 December 2020	Councillor Adam Swersky	Part exempt	Agenda Report and any related

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
Monitoring 2020/21 - Quarter 2 as at 30th September 2020.	Capital forecast position as at Quarter 2 2. To approve virements. 3. To approve any amendment in the capital programme delegated to Cabinet			Corporate Director, Resources Dawn.Calvert@harrow.gov.uk, tel. 0208 420 9269		appendices
Calculation of Council Tax Base for 2021-2022	To approve the Council's Business Rates Retention amount for 2021-22	Cabinet	3 December 2020	Councillor Adam Swersky  Corporate Director, Resources fern.silverio@harrow.gov.uk, Tel: 020 8736 6818	Open	Agenda report and any related appendices
Estimated Surplus / (Deficit) on the Collection Fund 2020-2021	To agree the Councils collection fund position and to allow the	Cabinet	3 December 2020	Councillor Adam Swersky  Corporate Director, Resources	Open	Agenda report and any related appendices  Not applicable as

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
	appropriate transfers to the general or collection fund to clear surplus or deficit.			fern.silverio@harrow.gov.uk, Tel: 020 8736 6818		this is statutory obligation and a pre-requisite to the budget process.
Review of Housing and Homelessness Strategies (Part 2): Housing Allocation Scheme and Tenancy Strategy & Policy	To approve the new Housing Allocation Scheme and Tenancy Strategy & Policy.	Cabinet	3 December 2020	Councillor Phillip O'Dell  Divisional Director, Housing Meghan.zinkewich - peotti@harrow.gov.uk, tel. 020 8424 1346	Open	Agenda report and any related appendices  Consultation has been carried out with a range of stakeholders (residents, Registered Providers, Voluntary and Community Groups) and a Cross-Party Members Working Group

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
Draft HRA Budget 2021-22 and MTFS 2022-23 to 2023-24	Approve Draft HRA budget for 2021-22 & MTFS for submission to Cabinet (then Council) for approval of rents, service charges, revenue and capital budgets.	Cabinet	3 December 2020	Councillor Phillip O'Dell; Councillor Adam Swersky  Divisional Director, Housing tasleem.kazmi@harrow.gov.uk, tel. 020 8420 9201	Open	Agenda report and any related appendices  Council tenants, leaseholders, private residents and staff.
Borough Wide Public Spaces Protection Order to address environmental issues	To approve the Public Spaces Protection Order (PSPO).	Cabinet	3 December 2020	Councillor Varsha Parmar  Corporate Director, Community richard.lebrun@harrow.gov.uk, tel. 020 8736 6267	Open	Agenda report and any related appendices.  Open consultation on the website as well as paper copies and notices. Statutory partners.

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
Consolidation of Fixed Penalty Notices for Environmental Crime Enforcement	To seek approval of fixed penalty notices and levels.	Cabinet	3 December 2020	Councillor Varsha Parmar  Corporate Director, Community richard.lebrun@harrow.gov.uk, tel. 020 8736 6267	Open	Agenda report and any related appendices  Open consultation on the website as well as paper copies and notices. Statutory partners.
<b>JANUARY 2021</b>						
Fees and Charges 2021/22	Agree the Council's fees and charges to be implemented from April 2021.	Cabinet	21 January 2021	Councillor Adam Swersky  Corporate Director, Resources Dawn.Calvert@harrow.gov.uk, tel. 0208 420 9269	Part exempt	Agenda Report and any related appendices

Subject	Nature of Decision	Decision Maker	Decision date / Period of Decision	Cabinet Member / Lead officer	Open or Private Meeting	Additional Documents to be submitted and any Consultation to be undertaken
Calculation of Business Rates Tax Base for 2021-2022	To approve the Council's Business Rates Retention amount for 2021-22	Cabinet	21 January 2021	Councillor Adam Swersky  Corporate Director, Resources fern.silverio@harrow.gov.uk, Tel: 020 8736 6818	Open	Agenda report and any related appendices  N/A

## Harrow Council Cabinet 2020/21

### Contact Details of Portfolio Holders

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Portfolio	Councillor	Address	Telephone no.	Email
Leader, Strategy, Partnerships, Devolution & Customer Services	Graham Henson	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07721 509916 Group Office: (020) 8424 1897	Email: graham.henson@harrow.gov.uk
Deputy Leader, Regeneration, Planning & Employment	Keith Ferry	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07922 227147 Group Office: (020) 8424 1897	Email: keith.ferry@harrow.gov.uk
Adults & Public Health	Simon Brown	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Group Office: (020) 8424 1897	Email: simon.brown@harrow.gov.uk
Community Cohesion & Crime	Krishna Suresh	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07967 565477 Group Office: (020) 8424 1897	Email: krishna.suresh@harrow.gov.uk

Portfolio	Councillor	Address	Telephone no.	Email
Community Engagement & Accessibility	Sue Anderson	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07875 094900 Group Office: (020) 8424 1897	Email: sue.anderson@harrow.gov.uk
Environment	Varsha Parmar	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07764 681987 Group Office: (020) 8424 1897	Email: varsha.parmar@harrow.gov.uk
Finance & Resources	Adam Swersky	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Mobile: 07904 466987 Group Office: (020) 8424 1897	Email: adam.swersky@harrow.gov.uk
Housing	Phillip O'Dell	64 Marlborough Hill HARROW HA1 1TY	Tel: (020) 8861 0090 Group Office: (020) 8424 1897	Email: phillip.odell@harrow.gov.uk
Young People & Schools	Christine Robson	Labour Group Office Room 102, PO Box 2, Civic Centre Station Road HARROW HA1 2UH	Group Office: (020) 8424 1897	Email: christine.robson@harrow.gov.uk



**PROGRESS ON SCRUTINY PROJECTS**

Review	Methodology	Type of report	Expected date for report to Cabinet	Comments
<p><b>Joint Overview &amp; Scrutiny Committee (JHOSC) for Shaping a Healthier Future Programme</b></p>	<p>Joint Committee</p>	<p>Update reports will be provided for O&amp;S/ Health and Social Care sub committee and Cabinet (for information)</p>	<p>As required</p>	<p>The JHOSC meeting scheduled for 8 October was been postponed given the pressures NHS colleagues were under in preparing for a second wave of Covid-19. Due to the uncertainty around how long these pressures will last, the JHOSC Chair and Vice Chair agreed that rather than reschedule the meeting for November/ December, it would be sensible to accept written responses to questions under the theme of Covid 19. These questions will be submitted by mid-November for written response.</p> <p>Updates will be provided to Health Sub on 19 November, as usual practice.</p>
<p><b>Shared Services</b> – Lessons learnt, other councils' experiences, impact on savings and improving quality</p>	<p>Review</p>	<p>Report to Cabinet</p>	<p>TBC</p>	<p>The scope was agreed by O&amp;S on 16 September 2019. The first meeting with the group took place on 23 September. The challenge panel took place on 2 March 2020, with a view to reporting back to O&amp;S in April. However as council capacity and resources were diverted to deal with the Covid pandemic, this was delayed.</p> <p>The final report of the review was scheduled to go to O&amp;S in October, and Cabinet thereafter, however given the stretch in organisational capacity the O&amp;S Chair and Vice-Chair have decided that this is now better considered in the new year.</p>

<p><b>Development and delivery of the Harrow Strategic Development Partnership</b></p>	<p>Review</p>	<p>Single-item O&amp;S meetings</p>	<p>As required</p>	<p>A model of informal briefing from the services followed by formal scrutiny through committee (O&amp;S), prior to the relevant report going to Cabinet, has been adopted. This allows scrutiny to formally consider and comment on HSDP progress to Cabinet. There was a special O&amp;S meeting on 1 September to consider the latest developments.</p> <p>Regular meetings between the Chair and Vice-Chair of O&amp;S and the Corporate Director and services continue. There is regular informal feedback on progress through Scrutiny Leadership Group.</p>
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**Contact:** Nahreen Matlib, Senior Policy Officer. **Email:** [nahreen.matlib@harrow.gov.uk](mailto:nahreen.matlib@harrow.gov.uk)



**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 <sup>th</sup> November 2020
<b>Subject:</b>	Borough Plan Update
<b>Key Decision:</b>	No
<b>Responsible Officer:</b>	Sean Harriss - Chief Executive
<b>Portfolio Holder:</b>	Cllr Graham Henson – Leader of the Council and Portfolio Holder for Strategy, Partnerships, Devolution and Customer Services
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	Appendix 1 - Borough Plan - Amended

## **Section 1 – Summary and Recommendations**

This report provides members with an update on the progress with the Borough Plan. It sets out some of the main activity to date but also proposes that the Borough Plan be amended to include: three new corporate equality objectives; a new over-arching priority around tackling racial disproportionality in light of the Black Lives Matters movement and, to take account of the impact the evolving Covid emergency is having on our thinking and actions in relation to the Borough Plan.

### **Recommendations:**

Cabinet is requested to:

1. Note the progress to date against delivery of the Borough Plan.
2. Recommend to Council any of the proposed amendments to the Borough Plan to take account of the Council's response to the Black Lives Matters movement; tackling racial disproportionality and the Covid public health emergency and the new corporate equality objectives.

### **Reason: (for recommendations)**

To update the Council's Policy Framework and set out the Council and partners' intent with regard to tackling racial disproportionality and Covid.

## **Section 2 – Report**

### **Introductory paragraph**

This report provides Cabinet with an update on progress against the Borough Plan priorities agreed in February 2020. Whilst our original plan was to use 2020 as the year of engagement, this has not been possible due to the outbreak of Coronavirus, the country going into lockdown and the practical implications of new social distancing rules. We also intended to bring the Council's Delivery Plan to Cabinet for approval in the summer which would set out the Council's shorter term contribution to the delivery of the Borough Plan and the performance measures against which progress would be assessed. However, organisational capacity has had to be re-prioritised and re-directed towards dealing with the emergency, setting up brand new services, re-starting services that were temporarily closed down and then planning for a second wave. The timescales for producing the Council Delivery Plan have therefore had to be extended and the planned engagement activity has not been able to take place. Yet despite all this, work on delivering against the Borough Plan priorities has continued.

The other significant development over the last six months has been the death of George Floyd at the hands of the police in Minnesota, USA which has highlighted the deep inequalities and systemic racism that still exists in this country and other countries around the world and has left many of our staff and residents feeling hurt, scared and angry. It also comes at a time

when we know that Harrow and people from Black, Asian and Multi Ethnic groups have been disproportionately impacted by Covid-19. We have reflected on the findings set out in the Public Health England report on the disproportionate impact of Covid-19 in the UK and discussed with trade unions, members and staff about how best to go forward. As a result we felt it was appropriate for the Borough Plan, our blueprint for how we want Harrow to move forwards over the next 10 years, to be amended to explicitly take account of both these issues.

## **Options considered**

1. Continue with current Borough Plan without making any amendments and incorporating the change in thinking and actions as a result of the Black Lives Matters Movement and Covid-19 into the Council's Delivery Plan. This was rejected because feedback from staff and the BLM staff group was that this failed to grasp the significance of these agendas and the systemic change the Council and its partners have committed to make in response.
2. Amend the Borough Plan to add in a new overarching priority on tackling racial disproportionality to sit alongside the existing overarching priority of the Plan which is to address socio-economic inequality and disadvantage. The plan should also be amended to reference the impact and difference Covid has had and cross-reference the Council's Recovery Plan.

## **Background**

The Council approved the draft Borough Plan in February 2020 which set out the partnership view for Harrow as a borough and eight key priorities that contribute towards an overarching theme of tackling socio-economic inequality and disadvantage in order to continue to make Harrow a better place for all of our residents and businesses.

There are three priorities, which form the foundations for addressing our vision, where we seek to maintain the standard of current provision. These are:

1. Sustaining quality education and training
2. Celebrating communities and cohesion
3. Maintaining low crime levels and improving community safety

There are then five priorities where there are significant challenges to deliver the desired outcomes:

4. Improving the environment and addressing climate change
5. Tackling poverty and inequality
6. Building homes and infrastructure
7. Addressing health and social care inequality
8. Thriving economy

## Current situation

Since approving the Borough Plan priorities in February 2020 and despite the challenges that Covid has presented, we have managed to make progress in all areas of the Borough Plan:

1. Improving the environment and addressing climate change
  - Installed solar panels on 14 Harrow schools and agreed plans to have solar panels fitted on the Depot.
  - Switched our energy bills to green tariffs.
  - Secured a Green Homes Grant from Government to retro-fit 50 low-income households with energy saving measures.
  - Adopted a new emissions-based policy for parking permit charges
  - Appointed to the new post of Head of Natural Resources and Climate Strategy.
  - Secured £638,000 for street scene changes and cycle lanes.
2. Tackling poverty and inequality
  - Community Hub established and made nearly 28,000 call outs to residents and made over 6,500 food deliveries.
  - Progress made on the development and delivery of a Black Lives Matter action plan for tackling racial disproportionality in outcomes, services and the workforce.
  - Housed 22 rough sleepers in emergency accommodation and worked towards offering them better long-term housing solutions.
  - Developing a homelessness early action strategy due for approval later this year.
3. Building homes and infrastructure
  - Appointed Wates as Harrow's Strategic Development Partner preferred bidder.
  - Public Art commissions for Rayners Lane, South Harrow and Wealdstone have been awarded
  - Grange Farm regeneration has continued.
  - Building work on key regeneration sites like Harrow View East and West has recommenced after ceasing during lockdown
  - The Wealdstone Regeneration Plan is being turned into a Regeneration Strategy which will be part of the Regeneration Masterplan for Wealdstone
  - Works have continued on the redevelopment of the Depot site at Forward Drive and the Harrow Arts Centre site
4. Addressing Health and Social Care Inequality
  - Health relationship in a very strong place as a result of Covid, with recovery work based on real and sustained integration ambitions.
  - Development of an Out of Hospital Recovery plan, signed off by all key partners based upon a deeper integration of services
  - Adult Social Care has delivered all Hospital discharges alongside community partners throughout the emergency period, with the brokerage team being available seven days a week.

- The Integrated Learning Disabilities Service has continued to provide clinical and practical support to people with learning disabilities who are very vulnerable to Coronavirus. Our Harrow Integrated Service has been shortlisted for a prize at this year's MJ Awards ceremony on the 2 October 2020.
  - The DfE have commended Harrow's Children's Services for its resilience during the time of the emergency.
  - Public Health have been at the forefront of the Council's response to Covid. They have implemented test, track and trace in the local area, giving advice on the safe re-occupation of office space and reassurance to the workforce both on an individual level and at systems level, as well as overseeing all deliveries and distribution of PPE for Harrow frontline staff.
5. Thriving Economy
- Working across West London to assess economic risks and impact of Covid and co-ordinate a response to economic recovery.
  - Development of a Harrow economic recovery strategy based on a 'green recovery'.
  - Kickstart programme with strong cross-partner support offering work placement opportunities for almost 70 young people from Harrow.
  - Allocated more than 2,234 business grants to provide over £33m in financial relief for local businesses
  - Submitted bid to the Future High Street Fund to create affordable workspace and digital infrastructure
6. Sustaining quality education and training
- Harrow's Education Services have supported schools to remain open throughout lockdown for vulnerable and key worker children, and ensure they were Covid-ready to reopen to nursery, Reception, Year 1 and Year 6 children.
  - Families and their children also continued to be supported during National Offer Day and undertaking virtual School Admission appeals.
  - Harrow schools all opened for all children at the start of the new school year this September.
  - Secured an additional £463,000 to increase provision of ESOL, skills for life, ICT and employability courses.
7. Celebrating communities and cohesion
- Wealdstone and South Harrow community work re-started in July, with plans to roll out to the East starting in September
  - Created a £600k emergency fund to support local community projects helping vulnerable residents
  - Worked with the local Somalian, Romanian, Indian and Tamil Community in the borough to produce specialist and targeted information and videos on Covid-19 - the social distancing rules, testing and tracing and where to access help and support
  - We have delivered webinars on test and trace to engage the voluntary sector as champions to spread the messaging within their communities
  - Ran a digital version of Harrow's Heroes – our flagship community event celebrating the hard work and dedication of local people.

8. Maintaining low crime and improving community safety
  - Partnership with the Police at operational level has been very effective regarding violent incidents during lockdown.
  - The Ignite Trust continued with detached youth work during lockdown, and a range of remote youth intervention programmes were delivered by The Wish Foundation.
  - We have maximised the use of tools and powers on enforcement inclusive of closure powers where vulnerable people are being exploited, and Environmental Health are operating Covid patrols within the borough
  - Days of action continue to be carried out in hotspot areas with police and homeless charities.

## **Why a change is needed**

The Covid second wave is here. Case levels continue to rise but the exact situation remains uncertain due to limitations around testing capacity in London. Adapting to living with the virus will see the Council and its partners having to take on a different, more complex role than we had during wave one. During the first wave in the spring, many services were stood down in order to free up capacity to deal with the emergency. During the second wave, we are expected to keep services running in a Covid-secure way whilst also managing the response to Covid in terms of: PPE, communications, test and trace, emergency payments and benefits, the community hub and enforcement. It is clear this is going to be a long-term issue and it is creating significant demands on Council capacity and that of our partners. The activity that we will be undertaking therefore to contribute to the Borough Plan will now have a large Covid-recovery dimension to it. Further detail about the Council's Recovery plan is contained with the update report that went to Cabinet in July.

With regard to inequality and disadvantage, our end goal is to address the issues of disproportionality experienced by all protected characteristics. But we are specifically starting with a focus on the disproportionality experienced by those of black heritage as this is where the greatest injustices are currently felt<sup>1</sup>:

- Black people are nearly 10 times more likely to be stopped and searched by police than white people
- Not a single police force in England or Wales registered an arrest rate of less than 20 for every 1,000 black people, by contrast not a single police force registered an arrest rate of more than 20 for every 1,000 white people
- Police forces were 7 times more likely to fine BAME people during lockdown
- White British people have higher than average home ownership rates – nearly double that of black Caribbean people and more than treble that of black African people

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<sup>1</sup> Ethnicity facts and figures service: <https://www.ethnicity-facts-figures.service.gov.uk/>



- In Harrow, you are 7.5 times more likely to be homeless if you are black, than any other ethnic group.<sup>2</sup>
- White British students are more than three times as likely to achieve high grades at A-level than black Caribbean students
- Levels of unemployment are at least double for Black people than they are for white people
- Black people are also paid less on average than white people with the average hourly pay for black people being between £9.91- £10.80 and £10.58 - £11.87 for white people
- People from BAME backgrounds were up to twice as likely to die from Covid than people of white ethnicity.
- Council data shows there is an overrepresentation of Black ethnicity in lower pay bands
- Council data also tell us that absence and exclusions of children of black heritage in Harrow schools are above the national average.

As a consequence, we are recommending that the Borough Plan is revised and updated to include a new over-arching priority on tackling racial disproportionality. This new strand of the Borough Plan will sit alongside the existing over-arching priority around tackling socio-economic inequality and disadvantage, and all eight priorities of the Borough Plan will have a contribution to make to delivering against both the themes.

In support of this new racial disproportionality priority, the Borough Plan will also include a new set of corporate equality objectives which relate to all the protected characteristics. However, in light of the murder of George Floyd, and the Black Lives Matter protests, coupled with the Public Health England report evidencing the disproportionate impact of Covid-19 on people from a BAME background, we will focus our work initially on race and ethnicity. The objectives are to:

1. *Address inequality in life outcomes*

Using the Borough Plan, a comprehensive medium-term strategic vision, which we're developing with partners and in consultation with the people of Harrow to ensure that our borough is a place where everyone, regardless of background, can reach their full potential.

2. *Review our services*

Senior leadership will head a thorough review of the way we provide our services. We'll speak to service users and examine issues of cultural sensitivity and any unconscious bias that may affect outcomes for different groups.

3. *Take action as an employer*

To ensure senior management is representative of our communities, examine pay gap issues, put programmes in place to nurture black and multiethnic talent and review our internal HR policies and practices to ensure they are fair and equitable.

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<sup>2</sup> Runnymede Trust 2016

The accompanying report to Cabinet on the Council's response to Black Lives Matter proposes an EDI Strategic Framework that sets out in more detail the high level objectives for each of the three strands and our approach and principles for how we will work to support the council in its on-going commitment to being an anti-racism organisation. The programme of work will be enhanced through working closely with a range of local agencies, members, statutory partners and the voluntary and community sector.

Looking forwards to the next 12-18 months the Council and its partners will have to continue to prioritise the priorities in order to be able to manage the competing demands of responding to the Covid emergency alongside continuing to deliver services.

The Harrow Strategic Partnership has been looking at how its recovery work can be governed through the priorities of the Borough plan and has identified that the response to Covid and health and social care inequalities, tackling racism and racial disproportionality and economic recovery should be the three main priorities for collective action over the next 12-18 months.

For the Council's part the organisational priorities that will continue to be the focus of our attention in terms of our capacity and contribution towards the delivery of the Borough Plan will be:

- Continue with Health and Social Care integration to ensure co-ordinated and robust approach to Covid second wave and health inequalities
- Local economic recovery from the impact of Covid
- Responding to racial inequalities and disadvantage through the adoption of a new Equalities, Diversity and Inclusion strategy and BLM action plan
- Addressing homelessness challenges as a result of Covid
- Our response to the climate emergency
- Regeneration and HSDP next steps

We will continue work on finalising the Council Delivery Plan, although this will take longer than anticipated due to capacity constraints, and will bring this back to Cabinet at a later date. We will consider when best to start any community engagement and dialogue on the Borough Plan and integrate this with wider engagement on Black Lives Matter. We will also look to improve our communications both internally and externally on our continued progress against delivery of the Borough Plan and continue to work with London and national government to lobby to get best deal for Harrow with clear and explicit asks on funding as the impact of additional expenditure and loss of income continue to impact negatively on our budget position and pose a risk to delivery.

## **Implications of the Recommendation**

### **Performance Issues**

The amendments to the Borough Plan will lead to a refresh of the performance framework as the new priorities are developed and agreed for

the borough. We will continue work to re-cast the measures and targets under the eight priorities and identify new and appropriate performance measures for the new additions which will feed into a fully refreshed performance framework to be implemented for 2021/22 and the Council's Delivery Plan for the next two years, setting out the Council's commitments.

### **Environmental Implications**

There are no environmental implications from the proposed recommendations.

### **Data Protection Implications**

There are no data protection implications from the proposed recommendations.

### **Risk Management Implications**

Risk included on Directorate risk register? Yes  
Separate risk register in place? No

Most delivery against the Borough Plan priorities is heavily reliant on the budget position over the next 2-3 years and the outcome of the Comprehensive Spending Review. If the outcome is not positive for the council there will be a risk to delivery.

The on-going public health emergency will pose a significant risk to delivery in terms of limiting our ability to undertake resident engagement activity and diverting resource and capacity away from borough plan work.

The delay in the production of the Council delivery plan poses a low to medium risk to our ability to be able to monitor delivery and demonstrate progress against our targets and measures.

The consequence of these risks would be that it would take longer to achieve the objectives of the Borough Plan.

Specific risks relating to each of the Borough Plan priorities are contained either within the corporate

### **Procurement Implications**

There are no direct procurement implications arising from the recommendations of this report. Any procurement that is required as a result of these recommendations will be undertaken compliant with the Public Procurement Regulations 2015 and the Council Procurement Procedures.

## **Legal Implications**

Section 149 of the Equality Act 2010 requires the Council in the exercise of its functions to have due regard to the need to:

- (a) eliminate discrimination, harassment, victimisation and other form of conduct prohibited under the act; and,
- (b) to advance equality of opportunity and to foster good relations between persons who share a relevant protected characteristic (age, disability, gender re-assignment, pregnancy and maternity, race, religion and belief, sex, and sexual orientation) and persons who do not share it.

Having regard to the need to advance equality of opportunity between persons who share relevant protected characteristics and persons who do not share it involves having due regard, in particular, to the need to:

- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- (b) take steps to meet the needs of the persons who share that characteristic that are different from the needs of persons who do not share it; and,
- (c) encourage persons of the relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

Section 17 of the Crime and Disorder Act 1998 places a duty on the council to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent:

- (a) crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and
- (b) the misuse of drugs, alcohol and other substances in its area; and
- (c) re-offending in its area.

By the Equality Act 2010 (Specific Duties and Public Authorities) Regulations, SI 2017/ 353 the council is required to publish information to demonstrate its compliance with the Public Sector Equality Duty. The information must include information relating to persons who share a protected characteristic, who are its employees, or who are affected by the council's policies or practices. Publication is required annually. Under the same regulations the council is also required to set and publish one or more equality objectives to comply with the Public Sector Equality Duty, at least every 4 years.

## **Financial Implications**

There will be financial implications arising from delivery of the Borough Plan: these have been addressed in other reports such as the Equalities Diversity and Inclusion Strategic Plan report where more of the detail on the £100k allocated to support the Council's response to BLM is set out; and the update reports to Cabinet on Covid-19 and the MTFs which sets out the government grants received to cover some of the additional costs associated with dealing with Covid and the implications on our budget from additional demand and lost income.

## **Equalities implications / Public Sector Equality Duty**

The revised Borough Plan with a new and additional focus on tackling racial disproportionality as well as socio-economic inequality and disadvantage will support delivery of our equalities duties across the borough by enabling us to publish in the Borough Plan the latest data we have on protected characteristics in the borough and our Corporate Equality Objectives, as required by the Public Sector Equalities Duty.

Whilst there is much that can be done working in partnership across the borough, there are many aspects of addressing inequality that cannot be driven purely within Harrow: in these instances we will work with and lobby others to support delivery of our bold plans.

### **Council Priorities**

This Report contributes towards all Council priorities.

## **Section 3 - Statutory Officer Clearance**

**Statutory Officer: Dawn Calvert**

Signed by the Chief Financial Officer

**Date: 30<sup>th</sup> October 2020**

**Statutory Officer: Jessica Farmer**

Signed on behalf of the Monitoring Officer

**Date: 30<sup>th</sup> October 2020**

**Statutory Officer: Nimesh Mehta**

Signed by the Head of Procurement

**Date: 3<sup>rd</sup> November 2020**

**Statutory Officer: Alex Dewsnap**

Signed by the Corporate Director

**Date: 2<sup>nd</sup> November 2020**

## **Mandatory Checks**

**Ward Councillors notified: YES, as it impacts on all Wards**

The Borough Plan affects all wards and proposals have been developed with full engagement of all cabinet members.

**EqIA carried out: NO**

Specific activities and deliverable are still being developed, once these are confirmed EQIAs will be developed to support these.

## **Section 4 - Contact Details and Background Papers**

**Contact:** Rachel Gapp – Head of Policy: Rachel.gapp@harrow.gov.uk

**Background Papers: None**

**Call-in waived by the Chair of Overview and Scrutiny Committee**

**NO**

# Harrow Borough Plan 2030

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Revised and Updated November 2020

*Harrow – the borough we are proud to call our home*



The Borough Plan is a partnership plan for Harrow. Through further engagement we intend to engage more partners, businesses and residents in supporting and delivering the plan. Current partners supporting this plan are:

**Harrow Council**

**Metropolitan Police**

**London Fire Brigade**

**London North West  
University Healthcare  
NHS Trust**

**Central & North West  
London Mental Health  
Trust**

**Central London  
Community Healthcare  
NHS Trust**

**Harrow Health CIC**

**Harrow College**

**Home Group**

**Harrow Clinical  
Commissioning Group**

**Harrow Voluntary &  
Community Sector  
Forum**

**Young Harrow  
Foundation**

**Harrow Community  
Action**

**Voluntary Action  
Harrow  
Harrow Schools**

**University of  
Westminster**

## Leaders Introduction

We are proud of Harrow and what it has to offer as a great place for families to thrive. The Borough Plan 2030 sets out our aspirations for the borough we are happy to call home. In the Borough Plan, we set out the challenges we want to address and commit to obtaining genuine input from our residents, businesses and partners to inform the actions that we collectively need to take to turn this plan into reality.

However, since February 2020 the world has been turned upside down by the outbreak of Coronavirus. Whilst our original plan was to use 2020 as the year of engagement on the Borough Plan, this has not been possible due to the country going into lockdown and the practical implications of new social distancing rules. We also intended to bring the Council's Delivery Plan to Cabinet for approval in the summer which would set out the Council's shorter-term contribution to the delivery of the Borough Plan and the performance measures against which progress would be assessed. However, organisational capacity has had to be re-prioritised and re-directed towards dealing with the emergency so the timescales for producing the Council Delivery Plan have therefore had to be extended and the planned engagement activity has not been able to take place as yet.

Yet despite all this, work on delivering against the borough plan priorities has continued, for example: we have secured a Green Homes Grant from the Government to retro-fit 50 low-income households with energy saving measures; the Community Hub was set up and made nearly 28,000 call outs to residents and made over 6,500 food deliveries; we have appointed Wates as Harrow's Strategic Development Partner preferred bidder; published the Out of Hospital Recovery plan, signed off by all key partners based upon a deeper integration of services; applied for the Kickstart programme with strong cross-partner support offering work placement opportunities for almost 70 young people from Harrow; Harrow schools remained open for vulnerable and key worker children and opened for all children at the start of the new school year this September; we secured an additional £463,000 to increase provision of English language, skills for life, ICT and employability courses; we ran a digital version of Harrow's Heroes – our flagship community event celebrating the hard work and dedication of local people; and Days of Action continue to be carried out in hotspot areas with police and homeless charities.

The other significant development over the last 6 months has been the death of George Floyd at the hands of the police in Minnesota, USA which has highlighted the deep inequalities and systemic racism that still exists in this country and other countries around the world and has left many of our staff and residents feeling hurt, scared and angry. It also comes at a time when we know that Harrow and people from Black, Asian and Minority Ethnic groups have been disproportionately impacted by Covid-19. We have reflected on the findings set out in the Public Health England report on the disproportionate impact of Covid-19 in the UK and discussed with trade unions, members, staff and partners about how best to go forward. As a result, we felt it was appropriate for the Borough Plan, our blueprint for how we want Harrow to move forwards over the next 10 years, to be amended to explicitly take account of both these issues.

We are therefore adding in a new overarching priority on tackling racial disproportionality in order to reflect the systemic change the Council and its partners have committed to make in response to the Black Lives Matters movement, to sit alongside the existing overarching priority in the Plan which is to address socio-economic inequality and disadvantage. We are also adding in references to the impact and difference Covid-19 has had on our thinking and priorities going forwards.



While setting bold aspirations for the future, we have faced ten years of funding cuts as part of the Government's austerity programme, which has had a real effect on our residents and our frontline services. It is important to recognise though, that austerity remains with us across the public sector and we will face very serious funding challenges. However, whilst we will work tirelessly to ensure that our Borough Plan addresses inequality in life outcomes so that Harrow is a place where everyone, regardless of background, can reach their full potential, we are also focussed on ensuring that we get the basics right, across the borough: addressing the impact of these cuts where we can and levelling up our communities to address inequality and racial disproportionality, ensuring our neighbourhoods are well-maintained and great places to live, and that we address the challenges of fly-tipping, increased numbers of illegal Houses of Multiple Occupation (HMOs) adding to waste on our streets and that more people are able to feel safe as they live or work in any of our neighbourhoods. To achieve this, much of our focus will be geographically based.

We want to ensure that what makes Harrow a great place to live is recognised and protected as we build more housing to meet growing demands. We are going to face up to our challenges such as responding to the Covid-19 public health emergency and associated economic impacts, responding to the Black Lives Matters movement and tackling poverty and holiday hunger to ensure that we are able to reduce inequality and end child poverty within the borough by 2030. We will also address the climate emergency, taking the borough on a journey to becoming net-zero carbon during the life of this plan. To do this we will need the support of residents and businesses to identify opportunities and a collective approach to delivering improvements.

As well as addressing these challenges, we want to build on strong foundations for the future, recognising the success of our schools and education systems as well as celebrating our diverse and cohesive communities. The cultural diversity of our borough is one of our great strengths and we want to ensure that this is enhanced following our departure from the European Union.

We are working with a number of partners to deliver this plan and will be looking to extend this partnership further with public, private, voluntary and community sector partners as well as our residents and communities all involved in delivering these ambitions.

I am proud on behalf of the partnership to present this updated Borough Plan.

**Graham Henson**  
Leader of the Council

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## Introduction

This is our Borough Plan 2020-2030. It has been developed in partnership with some of the key public sector providers in the borough and representatives from the voluntary and community sector. The Plan sets out aspirations for the borough over the next decade, recognising that there will be significant change over that period, some of which can be predicted: much of which cannot.

We have a clear vision of our borough and are building a strong partnership to deliver this to make significant improvements for the borough over the next decade. We want to focus on:

- Tackling racial disproportionality in life outcomes
- Improving our towns for living, shopping and entertainment
- Narrowing the gap in healthy life expectancy
- Reducing inequality in earnings, attainment and opportunity
- Achieving net-zero carbon emissions across the borough
- Building 3,000 more affordable homes

We want you, as residents, businesses, communities and other interested parties, to join us in developing this vision and turning it into reality.

While focussing on the long-term aspirations, we are also addressing the short-term challenges of building communities which people are proud to call home. To achieve this, over the next year the council is investing £1m into some of these areas including: street sweeping; enforcement of fly tipping and Houses of Multiple Occupation; district centre projects; ward priorities; community cohesion; school improvement; and the Council Tax Support Scheme. This will strengthen the foundations upon which our bold aspirations for the borough are built.

However, we are having to balance this with also responding to the Coronavirus pandemic that hit at the start of 2020. Following a lull after the peak of Coronavirus cases in April/May 2020 we are now seeing case levels rise exponentially again. Adapting to living with the virus will see the Council and its partners have to take on a different, more complex role than we had during wave one. During the first wave, many services were stood down in order to free up capacity to deal with the emergency. During the second wave, we are expected to keep services running in a Covid-secure way whilst also managing the response to Covid in terms of: PPE, communications, test and trace, emergency payments and benefits, the community hub and enforcement. It is clear this is going to be a long-term issue and it is creating significant demands on Council capacity and that of our partners. The activity that we will be undertaking therefore to contribute to the Borough Plan will now have a large Covid-recovery dimension to it.

For the longer term, within this draft plan we set out our priorities along with a series of objectives we want to achieve during the life of the Plan: these will be reviewed frequently during the next ten year implementation period. Much of what we seek to do relies upon others to deliver, or support delivery, meaning that we will need to work with and influence others to enable achievement of our ambitions for Harrow – this will include influencing

and lobbying government at a regional and national level. There is also a strong role for individuals and communities in delivering this plan: we need a collaborative model and your help in caring for your own welfare and your areas. We will all have a role in *caring for our people and caring for our place*.

Although this plan is for the borough as a whole, many of the actions will be targeted to focus work on those areas most in need: tackling inequality and disadvantage for the benefit of everyone. There are significant challenges within the east of the borough, particularly around Edgware where many environmental and quality of life improvements are required. Wealdstone is the focus for concerted action with regeneration and house building on large sites, whilst there have been improvements and large numbers of new homes in Harrow town centre. Further regeneration and development of the borough is an underpinning feature of our plans as we ensure the provision of genuinely affordable homes and meet our new housing targets.

To deliver our plan, we want to ensure that we collectively take care of our people and we take care of our place – creating a community and an environment we can be proud of. This plan is about encouraging and enabling individuals and communities to do more for themselves: reducing demand on public services and our environment rather than public services continuing to respond to an increased demand. Where possible, we will adopt a preventative focus as opposed to spending more to tackle issues that have arisen. By taking this approach, we can support the creation of a sustainable borough where families may thrive, now and in the future.

## **Our Vision and Priorities**

Within Harrow, we are serious about making the borough a great place we are all proud of and in which families flourish. We are therefore committed to ensuring that our plan is relevant to children, young people, adults and older people. To do this, we recognise that there are many challenges to face. We acknowledge that there is a rapidly growing older population and respect that children and young people are the future adults of our borough: we will make sure that their voices are heard and influences our proposals. Without them seeing and helping set the vision, it is less likely that they will remain in the borough, or return after university. We are setting out a bold Borough Plan through to 2030 which will deliver strong and positive outcomes for our residents, businesses and our environment for future generations to enjoy.

This plan cannot be based on today's norms, but must be radical and challenging if we are to rise to the needs and aspirations of the local community: residents and businesses. Whilst being bold, we cannot deliver this on our own and require the support and commitment from a range of stakeholders. We will pool our resources and effort to deliver, influence and enable others to meet our shared vision for the borough.

### **Vision**

Whilst Harrow is a great place to live and work, many people feel that it lacks an identity. We propose to create a vision which demonstrates why we are proud of Harrow and set

out aspirations for the partnership across the borough, encapsulating our sense of community, including:

- Everyone looks after each other
- Neighbourliness and cohesiveness
- Sense of belonging
- Caring for people and the area
- Resilience

This will set a focus for how we want to work within Harrow to be a diverse and high-achieving place where everyone can feel at home: caring for each other and our environment. We seek to retain our many strengths, but also collectively tackle the challenges we face as a borough.

In delivering our vision for Harrow, we want to ensure equality of opportunity for all of our communities and Multi Ethnic groups who contribute significantly to the diversity and culture within the borough. We want to ensure that Harrow is accessible to all.

### **Tackling Racial disproportionality, Inequality and Disadvantage**

Harrow prides itself in being one of the most ethnically and religiously diverse Boroughs in the country with people of many different backgrounds and life experiences living side by side. However, we recognise that the Council and its partners can do more to enhance the lived experience and better outcomes for all residents. That is why we have agreed that the two main issues we want to tackle over the next decade are:

- 1) racial disproportionality and;
- 2) socio-economic inequality and disadvantage.

These will become recurring themes throughout the Borough Plan and its eight priorities and across our partnership. Through engagement we want to ensure that our approach to tackling racial disproportionality, inequality and disadvantage and the key actions and success measures we propose, resonate with our community. This is our chance to understand resident's views on these overarching priorities as well as refine the measures we are currently considering.

#### **Racial Disproportionality:**

In light of the murder of George Floyd, and the Black Lives Matter protests coupled with the Public Health England report evidencing the disproportionate impact of Covid-19 on people from a BAME background, the Council and its partners have committed to a robust approach to tackle this. Whilst our end goal is to address the issues of disproportionality experienced by all protected characteristics, we are specifically starting with a focus on the disproportionality experienced by those of black heritage as this is where the greatest injustices are currently felt<sup>1</sup>:

- Black people are nearly 10 times more likely to be stopped and searched by police than white people

---

<sup>1</sup> Ethnicity facts and figures service: <https://www.ethnicity-facts-figures.service.gov.uk/>

- Not a single police force in England or Wales registered an arrest rate of less than 20 for every 1,000 black people, by contrast not a single police force registered an arrest rate of more than 20 for every 1,000 white people
- Police forces were 7 times more likely to fine BAME people during lockdown
- White British people have higher than average home ownership rates – nearly double that of black Caribbean people and more than treble that of black African people
- In Harrow, you are 7.5 times more likely to be homeless if you are black, than any other ethnic group.<sup>2</sup>
- White British students are more than three times as likely to achieve high grades at A-level than black Caribbean students
- Levels of unemployment are at least double for Black people than they are for white people
- Black people are also paid less on average than white people with the average hourly pay for black people being between £9.91- £10.80 and £10.58 - £11.87 for white people
- People from BAME backgrounds were up to twice as likely to die from Covid than people of white ethnicity.

### **Socio-Economic inequality and disadvantage:**

Through a relentless focus on socio-economic inequality and disadvantage we intend to continue to make Harrow a better place for all of our residents and businesses. Working with partners and listening to feedback we will fully develop our key measures to monitor progress in addressing inequality. Key measures we are considering focus on:

- Ending child poverty
- Reducing health inequality
- Raising English language skills
- Narrowing the educational attainment gap
- Reducing numbers in low paid employment
- Lowering unsecured debt levels
- Reducing the proportion of income spent on priority expenditure

Addressing these issues will help to ensure that local businesses have better skilled people to recruit from, that there is less crime and fewer people causing anti-social behaviour as they are able to work in more fulfilling roles, better support their families and contribute to society.

### **Our proposed Corporate Equality Objectives**

In response to these themes, the council has developed an action plan in response to Black Lives Matter and a new Equalities, Diversity and Inclusion (EDI) strategy that will extend the commitments made in this Borough Plan to ensure that our borough is a place where everyone, regardless of background, can reach their full potential. It based around our new and revised Corporate Equality Objectives which are:

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<sup>2</sup> Runnymede Trust 2016

1. *Addressing inequality in life outcomes*  
Using the Borough Plan, the comprehensive medium-term strategic vision, developed with partners and in consultation with the people of Harrow, to ensure that our borough is a place where everyone, regardless of background, can reach their full potential.
2. *Reviewing services*  
Senior leadership will head a thorough review of the way we provide our services. We'll speak to service users and examine issues of cultural sensitivity and any unconscious bias that may affect outcomes for different groups.
3. *Action as an employer*  
To ensure senior management is representative of our communities, examine pay gap issues, put programmes in place to nurture black and minority ethnic talent and review our internal HR policies and practices to ensure they are fair and equitable.

## Priorities

We have worked with partners to develop collective priorities for the Borough, based on feedback received from the people of Harrow in our annual resident's survey. These priorities are set out below.



There are three areas, which form the foundations for addressing our main priorities, where we seek to maintain the standard of current provision:

- Sustaining quality education and training
- Celebrating communities and cohesion
- Maintaining low crime levels and improving community safety

Our focus on these areas is even more essential now given the impact Covid has had on education and exams being cancelled, the disproportionate impact of Covid on BAME people and the increase in domestic violence calls during and after lockdown. The lasting implications of which may not be known for some time.

We also have five priorities where there are significant challenges to deliver the desired outcomes:



- Improving the environment and addressing climate change
- Tackling poverty and inequality
- Building homes and infrastructure
- Addressing health and social care inequality
- Thriving economy

The detrimental impact Covid is having on the economy, poverty and health, but also the positive impact lockdown has had on the environment make these challenges even more pertinent to address. It is really important to us to ensure that everyone is able to live healthy lives, achieving to the best of their ability whilst we protect and restore the environment: preserving the planet for future generations.

Having set the context and laid out our priorities, we will delve into these in a bit more detail, giving an indication of the reasons these have been selected, some of the key outcomes we want to achieve and what we are seeking to address in doing so.

## Our Borough: Our Community

Harrow is an outer London Borough in North West London, approximately 10 miles from central London. Covering 50 square kilometres (20 square miles) and it is the 12<sup>th</sup> largest borough in Greater London in terms of size and 20<sup>th</sup> in terms of population. There are nine district centres, plus Harrow Town Centre which is one of London's twelve metropolitan centres. Much of the population growth is within our main towns of Harrow, Wealdstone and Edgware, with a less densely populated area to the north of the borough which is home to smaller towns and villages. The borough benefits from fast links into central London, served by overground trains and three tube lines.



Harrow is a great place: we are the safest Borough in London; one of the most diverse places in the country; a suburb with bountiful green space with just over a quarter of the area (over 1,300 hectares) consisting of open space, yet incredibly well-connected to a global airport hub and the centre of the world's greatest city.

The borough has three electoral constituencies: West Harrow; East Harrow; and Ruislip, Pinner & Northwood served by a Labour and two Conservative MPs, respectively. The borough is divided into 21 wards, each served by three directly-elected members, though this will change at the next local government election following the boundary review with the introduction of 2 and 3 councillor wards. We currently have a Labour administration with 35 elected members and the opposition comprises 28 Conservative members. Of the total of 63 members, 26 are women.

### Impact of Covid:

- The impact of Covid in Harrow has been deep and wide ranging and will influence the actions we take as a partnership in support of the priorities set out in this Borough Plan: A third of Harrow's workforce (35,900 people) have been furloughed,

this is on a par with the London average, but is the 2<sup>nd</sup> lowest rate in West London and is mainly from the accommodation, food and arts sectors.

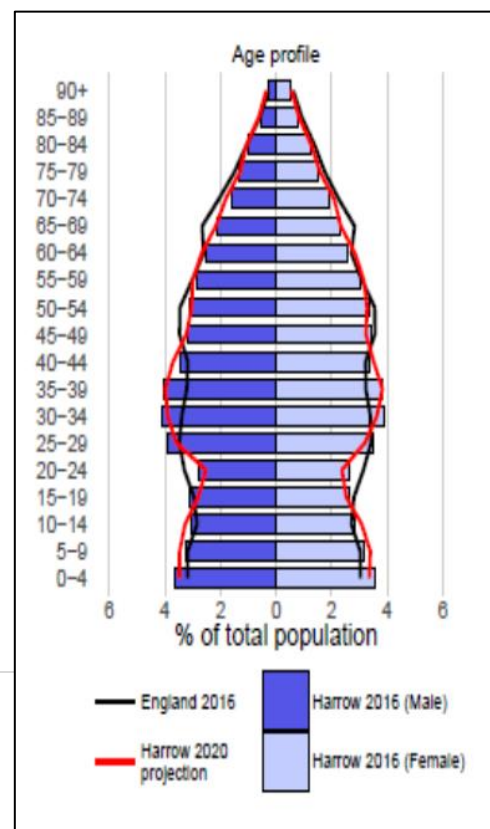
- Unemployment has risen from 2.2% pre-Covid to 7.1% by August 2020 (compared to a London rate of 8% and UK unemployment rate of 6.6%)
- By August 2020, 1 in 10 of Harrow's young people (18-24) are currently unemployed
- Universal Credit claimants increased from 9,192 in March 2020, to 19,618 by May 2020
- It is estimated that there are around 4,000 people on mortgage payment holidays in Harrow
- Citizens Advice Harrow are reporting an increase in debt problems with the amount of debt managed rising from £200,637 in July 2019 to £346,646 by July 2020 and a significant increase in rent arrears with private landlords.
- Average vacancy rates in Harrow were 4.28% (129 units) in June 2019 compared to 6.37% (165 units) a year later with the biggest increases in Stanmore, Hatch End and Pinner, but Harrow Town Centre has held up with just a 0.26% increase in empty premises.
- By August 2020, 325 Harrow businesses have closed, but there has also been a steady increase in new businesses starting up with 744 registered in July 2020.
- Many people are experiencing a significant drop in income, if just 1 in 30 households in Harrow can no longer afford their housing that would mean an extra 1,000 approaches as potentially homeless over the next 6 months
- Metropolitan Police data for London shows that domestic abuse incidents have increased across the capital as a whole since lockdown - up 5.5% since April 2020. In Harrow the number of DV offences post-lockdown has increased by 3% and the number of incidents has increased by 7.2%.
- Refuge's National Domestic Abuse Helpline has seen a 49% increase in daily calls and contacts and 417% increase in web traffic compared to pre-lockdown averages. Data for London showed that 2500 calls had been made during April, of which 65 were from Harrow. Our local provider of DV services in Harrow has reported a spike in referrals across its service.

## Our Local Context

**Population Age:** Harrow's resident population at 30<sup>th</sup> June 2019 is estimated to be **251,160**. 21.3% of the population is aged under 16; 62.8% are aged 16-64 and 1.9% are aged 65 plus. As with most areas in the country, the borough has an ageing population and it is expected that the number of residents aged 65 plus will increase by 38% and those aged 85 plus could increase by 60% by 2030<sup>3</sup>.

**Race (ethnicity):** 64% of Harrow's population is from a BAME background. 46% of the population identify as Asian, which ranks 2<sup>nd</sup> nationally and 9.7% are of Black heritage. Since 2001 there has been a 59.4% increase

<sup>3</sup> Source POPPI Population projections 2019



in the number of residents who are Asian. The largest ethnic groups in the borough are Indian, followed by 'Other Asian' (which includes Sri Lankan/Tamil) and Pakistani. Harrow is home to the largest Sri Lankan born community in the country. The top three nationalities of the most recent arrivals to the borough are Romanian, Indian and Polish. The top 5 most recorded community languages in Harrow are: English, Gujarati, Tamil, Romanian, Polish and there are over 155 languages spoken in Harrow schools. Harrow has a higher proportion of residents whose main language is not English and who cannot speak English or cannot speak English well, compared to the national and London averages.

### Religion or Belief

Religious affiliation is high in Harrow, with Harrow having the 2nd lowest number of residents who stated that they have no religion. The Greater London Authority (GLA) Diversity Indices rank Harrow as second for religious diversity in London. In the 2011 Census, Christianity was identified as Harrow's most common religion with 37% of followers (59% nationally). Hinduism is Harrow's second most common religion. Harrow has the highest proportion of Hindus, Jains and members of the Unification Church in London and the second highest for Zoroastrianism. At 10,538 Harrow has the third highest proportion of people who identify themselves as Jewish in London (4.7 %). There was a 100% increase in the number of people identifying as Muslims in Harrow, from 14,915 in 2001 to 29,880 (12.5%) in 2011. Islam is London's second most common religion and Harrow's third.

### Gender/Sex

49.9% of the population are male and 50.1% are female.

### Disability

9.6% of Harrow's working age population classified themselves as disabled, a total of 23,900 people. 5,510 individuals, 2.2% of the total population, receive Disability Living Allowance.

### Pregnancy and Maternity

In 2017 there were 3,695 live births to mothers living in Harrow, representing 14.8 live births per 1000 population, higher than the London rate of 14.37. For women under the age of 18, the birth rate was 3.7 per 1000 population which is in line with the London average of 3.8 and lower than the UK average of 5.7.

### Sexual Orientation

In 2017 it is estimated that 2.7% of the London population identify as lesbian, gay, bisexual or transgender (LGBT), which would equate to approximately 6,720 of our residents. Organisations such as Stonewall believe the true figure to be higher. People aged 16 to 24 were most likely to identify as LGBT in 2016 (4.1%).

### Marriage, Civic Partnerships and Same Sex Marriage:

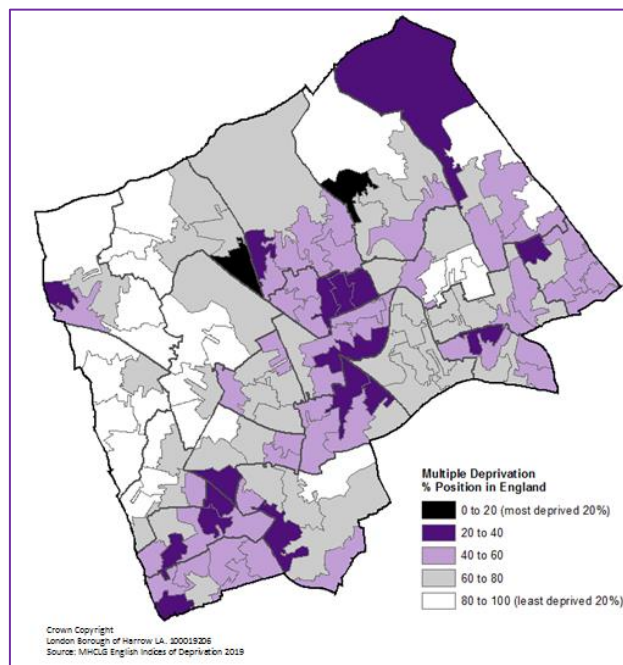
54% of Harrow residents are married, the highest level in London. There have been 144 Civil Partnerships and 57 same sex marriages in Harrow since they became legal in March 2014.

**Housing:** Of the total amount of occupied dwellings in the area, 10% of Harrow's households live in social rented housing. Harrow has the second lowest proportion of social housing of any of the London boroughs and 22% of households live in private rented accommodation. Around 2,000 households in housing need approached the Council for assistance in 2018/19, and the number of homeless families has increased over the past 5

years, with homelessness continuing to be a significant issue. There are also over 200 households living in bed and breakfast accommodation at any time. We will continue to work to help families remain in their accommodation whenever possible and find new housing solutions for families who need to move.

**Housing Supply:** There is insufficient provision of housing in Harrow to meet the growing needs of the borough. Current draft-proposed GLA targets require development of a further 802 homes per year over 10 years with affordable rent homes targeted towards existing residents to meet their needs (it is likely that this target may be increased). Key challenges are around low levels of genuinely affordable housing.

**Deprivation:** Within the borough, there are significant differences in our local communities with some areas amongst the most deprived in the country, while neighbouring streets can be amongst the most affluent. Whilst deprivation overall is improving, these contrasts in deprivation are increasing with 12.3%<sup>4</sup> of children now living in deprivation across the borough.



**Health:** Within the borough, health is generally good, however, 14.6% of residents in Harrow have a limiting long-term illness or disability. This is an increase of 13.2% (+4,000) since 2001. Harrow’s rate is now higher than the average for London (14.2%). There is a widening gap of healthy life expectancy within the borough between men and women and the more and less deprived areas.

Healthy weight provides a challenge, with 22.5% of all 4-5 year olds are classified as over-weight and 9% of 4-5 year olds are considered obese. For 10-11 year olds, 34.5% are classified as over-weight, with 20% of 10-11 year olds classified as obese. This is higher than the national average, with the trend getting worse as children age.

**Education:** There are 62 schools in the borough, of which 92% are judged as good or outstanding by Ofsted. Despite population growth every Harrow child has been offered a school place at a Harrow school, achieved through our successfully delivered school expansion programme.

**Crime:** Over the past year crime levels have increased by 5%. The most common crime in the borough was anti-social behaviour although, relative to London, rates are low. The borough has a crime rate of 53 offences per 1,000 which is one of the best rates in London, making Harrow one of the safest boroughs in London: there is, however, a steady increase in crime levels and a disproportionately high fear of crime.

**Environment:** 40% of household waste was recycled in 2018/19, placing Harrow as 7<sup>th</sup> best London Borough, but there are high levels of fly-tipping which is partly linked to the rapid growth in numbers of Houses of Multiple Occupation (HMOs) and the capacity for them to

<sup>4</sup> Income Deprivation Affecting Children (IDACI) Data, Ministry of Housing, Communities & Local Government, 2019

effectively dispose of the amounts of waste created. An over-reliance on cars within the borough means that Harrow's overall environmental performance is not good.

**Employment and Skills:** Unemployment to June 2019 was 4.1%: this is 0.5% below the London average. There are more than twice the number of residents with higher level qualifications in Harrow (37%), compared to those with no qualifications (17%). The borough also has one of the lowest levels of NEETs (not in education, employment or training) in both London and nationally.

**Business:** The borough used to be home to a number of large businesses, which have moved or closed over recent years, leaving sites vacant for re-development (contributing significantly to the increased housing provision required). There has been a decrease of 9,000 office spaces in the borough over the past year. Harrow is one of the boroughs in London with the highest concentration of microbusinesses which have contributed to a net rise in jobs. Start-up businesses benefit from a comparatively high success rate and move-on sites to support the development of new, local and sustainable business, with a growing need for further managed workspaces. The main employers in the borough are public sector, through the council, education and health providers.

## Priorities and Outcomes

There are three foundations for maintenance / incremental improvement and five priorities presenting a significant challenge / requiring step-change improvement. Our challenges are set out over the following pages along with some of the evidence as to why they have been identified as a priority and the outcomes as a borough that we seek to change by 2030.

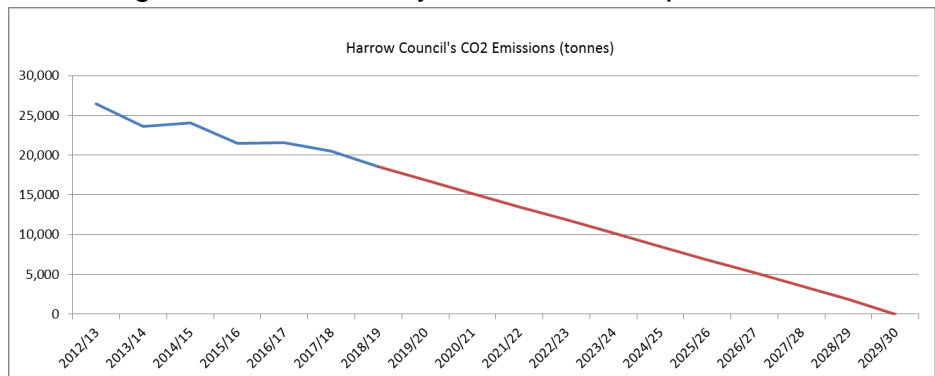
### Improving the Environment and Addressing Climate Change

The challenges our global society and economy presents to the environment have been heavily publicised over the past year: it is important that in Harrow we contribute towards addressing these challenges by living in a more caring and sustainable manner. We need to change the way that we behave, reducing consumption of goods and minimising the impact of our lifestyles on our environment. This includes taking care to preserve and enhance our 'natural capital' (the soil, air, water and the vital but threatened ecosystems) upon which we depend. Everyone needs to contribute towards this challenge, which will mean some tough decisions over coming years, whilst maximising opportunities of new technology to live more sustainably, restoring nature and protecting our many parks and open spaces.

#### Our data tells us

With the increase in household costs for energy, it is important to ensure that those on low income are able benefit from energy-saving and cost reduction opportunities: contributing towards the climate emergency.

Reducing carbon emissions poses a significant challenge which the council, as an organisation, has been addressing for a number of years with solar panels on several schools, saving 16 tonnes on average of CO2 per year on a primary school. Many quick wins have been achieved, but an increased focus is required on the way we view our planet and how we reduce overall consumption of finite resources.



During 2018/19, 40% of the boroughs' waste was recycled: to address the climate emergency, we need to focus on reducing the overall amount of waste produced, much of which has a high carbon footprint, as well as significantly increasing recycling rates across the borough.

Travel within the borough is predominantly by car: in 2018, there were 286 million miles driven by car within Harrow<sup>5</sup>: this equates to more than 3,000 miles per household driven within the borough. With an over reliance on driving in the borough these savings in other

<sup>5</sup> Department for Transport – road traffic statistics

CO2 emissions make a small impact on the overall carbon footprint of Harrow, with in-borough car usage accounting for around 2 million tonnes per year. Travel to school has shown an increase in rates of pupils walking, at 45% for 2018/19, shifting from those using public buses which has halved over the past 4 years. During the same period there has been no decline in the use of cars, standing at 27%.

### **Our proposed objectives**

The key objectives we have identified for this priority are below, along with the issue we intend to address.

An attractive and healthy environment with improved streets, enhanced parks and accessible open spaces, providing relaxing recreation, supporting sport and active travel opportunities for all

- Addressing sustainable transport and promoting a family friendly outer London borough
- Improving our access to clean air and water, and the other ecosystem services that are essential for us to all live healthy lives
- Reducing residual waste and increasing recycling
- Support equitable access to sport and physical activity across Harrow

Created modal shift in favour of sustainable transport – walking and cycling

- Addressing over reliance on cars, reducing pollution and improving health

A net zero carbon borough by 2030

- Addressing climate change in a way that does not disproportionately impact on the poorest and most vulnerable in society and builds a more sustainable borough

High quality parks and open spaces that are accessible to all

- Green spaces enabling exercise and reducing carbon

High quality, energy efficient housing

- Addressing fuel poverty, carbon emissions and heat loss causing global warming

### **The ‘Big Idea’**

We will be one of the earlier London Boroughs to deliver on becoming net zero-carbon, achieving our target by 2030, ensuring that we tackle racism and inequality through building more sustainable and resilient low carbon communities, in a way that impacts fairly on all communities, making energy-saving measures available to those most in need: reducing fuel poverty.

We are also going to work to significantly reduce waste at source and increase recycling levels across the borough so that Harrow is a more sustainable borough, minimising its overall impact on the planet.

### **How we will deliver our objectives**

The Climate Change Strategy will be one of the key strategies with the Local Plan setting out requirements and expectations for all new buildings within the borough. The Sustainable Transport Strategy will be key in driving sustainable transport across the borough and setting out expectations from transport providers including Transport for London (TfL). These will be supported by the Infrastructure Strategy, providing a framework for much of the sustainable regeneration and development of our towns over the coming years.





## Tackling Poverty and Inequality

We are a diverse borough with many areas of affluence and significant pockets of deprivation. We seek to make Harrow a more equitable borough, raising opportunities for those who are struggling and enabling everyone to live a full and rewarding life within their community.

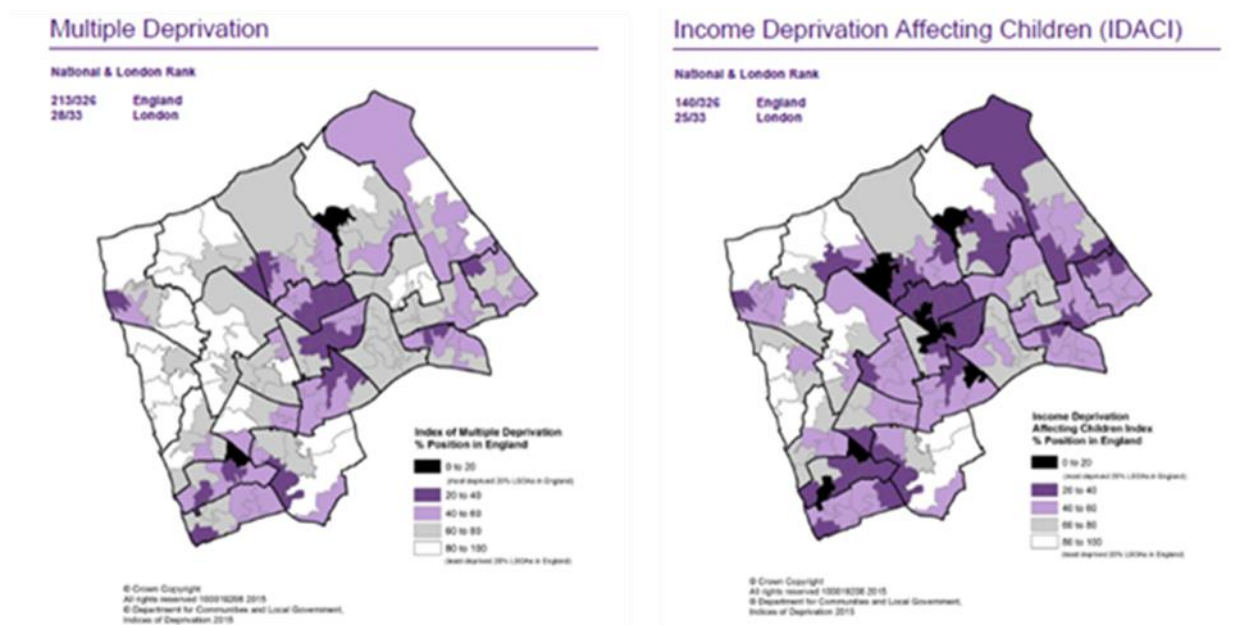
We want to ensure that, as part of this growth, our communities are inclusive and opportunities are grasped to level up our more deprived neighbourhoods and groups.

### Our data tells us

Debt levels in Harrow are significantly above London average and among the worst in the region, with those accessing support having individual unsecured debt levels at £16,389 per person compared to a London average of £11,616 per person. Alongside this, 61% of household income in Harrow goes on priority expenditure (compared to 57% within London).

The average household is paying 40% more for gas and electricity than they were five years ago<sup>6</sup>, with overall household bills having grown by £2,707 a year over the period. This impacts on lower income households most of all and significantly increases the burden placed on poorer families or older people, with a significant increase in the proportion of their finances being spent on household running costs.

Harrow is a diverse borough with several areas in the most and least deprived areas. This means that the overall affluence of the borough masks a number of challenges within our specific local areas.



<sup>6</sup> Comparethemarket.com December 2019

## Our proposed objectives

The key objectives we have identified for this priority are below, along with the issue we intend to address.

All children are able to live homes where the family has the opportunity of earning a good household wage

- Addressing child poverty via initiatives set out in the Health and Wellbeing Strategy

Everyone has a home suitable for their needs

Addressing homelessness and overcrowding All people wanting to work have a job that pays above London Living Wage and are employed on a contract that meets their requirements

- Improve the living standards of residents, addressing income inequality, and uncertainty by addressing zero hour contracts and “gig economy” to provide financial stability

Households live free of unsustainable debt and are able to pay their taxes

- Addressing high debt levels and the stress this causes
- Building a culture of responsibility and compliance with local taxes

Level up the disproportionate impact on communities of Covid-19 (including health, economic and social)

- Develop a programme of interventions in response to the issues raised by the Black Lives Matters Movement and Covid-19 across all protected characteristics which will support the levelling up of all communities, across for example race, ethnicity, gender and disability.

## The ‘Big Idea’

We will tackle racism and inequality by eradicating child poverty, addressing the disproportionate impact of homelessness on families of black heritage and levelling up all communities within the borough.

We are also going to work towards addressing low pay rates within the borough, enabling individuals and families to live a more rewarding life into retirement and enjoy the opportunities of living in a prosperous capital city.

## How we will deliver our objectives

The Adult Learning Strategy will be fundamental in raising the skill levels of the local community and the current Regeneration Strategy will support attraction and growth of better paid jobs in the local economy. Over the coming year, we will develop an Inclusive Growth Strategy, replacing the Regeneration Strategy and an Equalities, Diversity and Inclusion strategy, detailing how we will deliver these objectives. These will be supported by our Infrastructure Strategy setting out the changes to the built environment over the next several years.

## Building Homes and Infrastructure

There is a clear need for more housing, particularly social housing and genuinely affordable housing, across the country and London in particular. It is important for Harrow to contribute towards this increased housing provision, meeting our own needs and creating capacity for our growing population. We will put safety at the forefront of our thoughts, designing out crime: making our living and shopping areas safer and accessible to all.

To build communities it is essential that the investment in infrastructure such as medical provision, GP practices, police, employment / workspaces, sporting / cultural facilities and the improvement of parks and open spaces takes place at least in pace with any house building in order to enhance the quality of life of our residents. As communities grow and new housing is built, we will ensure that these are designed effectively to enable people to access town centres, jobs and other facilities using sustainable travel solutions: building in access to parks and new paths / cycling routes.

### Our data tells us

There is a need for significant development of homes within the borough to meet the needs of individuals and families, with a projected population growth of around 50,000 over the next decade, taking Harrow's population to around 300,000. At March 2019 there were 4,762 council properties and 4,327 housing association properties. Harrow is ranked 287<sup>th</sup> out of 326 local authority areas where rank 1 has the highest percentage of social housing: this evidences a lack of social housing and there is also little genuinely affordable housing within the borough (particularly for families). The diagram below shows the number and size of new affordable dwellings required in the borough to meet demand.

Affordability of London Living Rent and Affordable Rent (Source: ORS Housing Model. Note: figures may not sum due to rounding and figures marked “-” are less than 10 dwellings)

Dwellings	Low Cost Rent	Intermediate		TOTAL
	Can't afford London Living rent	Able to afford London Living Rent but unable to afford affordable rent	Able to afford "Affordable rents" but unable to afford market rent	
<b>Harrow</b>				
1 bedroom	640	10	170	800
2 bedrooms	2,250	210	560	3,000
3 bedrooms	3,160	470	590	4,200
4 bedrooms	890	170	120	1,200
5+ bedrooms	250	50	60	400
<b>Total</b>	<b>7,200</b>	<b>900</b>	<b>1,500</b>	<b>9,600</b>

As with all London boroughs, there is a significant homelessness issue, in part due to a severe shortage of genuinely affordable housing.

The mayor has set a provisional target of 802 homes per year over the next decade (this is reduced from his original target of 1,392 homes, primarily as a result of work commissioned by Harrow on behalf of West London Authorities), which will help to provide much needed housing within the borough. Of these 8,020 new homes, almost half (3,750)

should come from small sites, with a large number of the remaining homes to be constructed on sites that have already been identified. Around half of these are one-bedroom properties, which is out of line with the borough's affordable housing requirements, where the average household occupancy of properties within the borough was last reported at 2.8 people<sup>7</sup> and since that time, population has grown at a faster rate than housing provision (this was the second highest occupancy rate in the country).

There are estimated to be over 900 Houses of Multiple Occupation (HMOs), both registered and un-registered, largely within the east of the borough, many of which provide vital housing for people on lower incomes unable to rent a property of their own. There has been a 99% increase in HMO applications and 456% increase in suspected HMOs in the last 5 years: many un-registered HMOs are over-crowded, providing unacceptable living environments for their occupants.

Whilst data is held on the condition and energy ratings of social housing, there is little known about the actual condition of much of the private rented sector housing within the borough: this aspect contributes significantly to Harrow's overall rental market. It is therefore likely that there will be a significant challenge in working with, and encouraging, this sector to improve the quality of homes to increase the energy efficiency and reduce heating costs, whilst also providing a better property for tenants to live in.

### **Our proposed objectives**

The key objectives we have identified for this priority are below, along with the issue we intend to address.

All people able to live in the right size / tenure of home to meet their needs and expectations

- Addressing overcrowding, lack of social housing and affordability challenges
- Ensuring there is sufficient affordable extra care housing to meet the needs of older people in Harrow
- Ensuring there is sufficient genuinely affordable housing for key workers and other Harrow residents who cannot afford to buy/rent on the open market

Everyone has a quality, energy efficient and digitally-enabled home in a thriving community

- Using regeneration to improve the quality as well as number of homes available

Neighbourhoods are integrated and well connected to thriving district centres by strong transport links and connections that enable people to travel to their destination sustainably and safely

- Addressing high car reliance, busy streets and pollution caused by travel
- Enabling safe and healthy travel to schools, college or work
- Addressing inequality and providing opportunities

### **The 'Big Idea'**

Digital infrastructure delivered in line with house building across the borough will support tackling inequality by ensuring that communities are connected and businesses are able to benefit from SMART Cities technology.

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<sup>7</sup> ONS Analysis of 2011 Census

We will also contribute to tackling racism by ensuring through our planning proposals that our town and district centres are recognised as safe, vibrant and multi-purpose places, supporting the local people in each of our communities.

### **How we will deliver our objectives**

The Borough Wide Infrastructure Strategy, Local Plan and the Housing Strategy will be three of the key strategies supporting delivery of our new homes for the borough and the related infrastructure improvements that are required to provide safe, friendly and connected areas for people to live and flourish. We consulted on our Housing Strategy during 2019 and we will be consulting on the Local Plan during 2020 to ensure that it is able to deliver the expectations set out for the borough through the local planning framework.

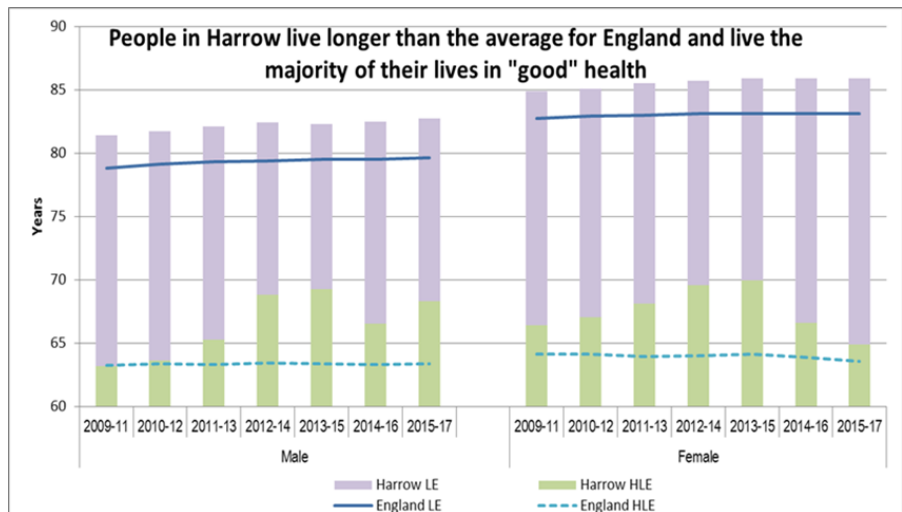
We cannot deliver this priority alone and need to work with private sector landlords to encourage them to improve the overall standard of private rented accommodation within the borough: for many people this will be the only realistic way of securing the housing they need.

## Addressing Health and Social Care Inequality

We understand the challenges faced by those living in loneliness and isolation and the impact that this can have on overall health and wellbeing. Harrow is in a great position to improve the health of our residents, with great access to a number of parks and open spaces providing opportunities for healthier lifestyles and recreational opportunities which are free for everyone.

### Our data tells us

The government, within the Queen’s Speech, set a challenging target of increasing healthy life expectancy by 5 years by 2035: we will ensure that the government is held to account for this target and invests money in local services to enable this to be delivered. Our data shows that those with the longest unhealthy life expectancy are women and that healthy life expectancy is also lower in many of our more deprived areas.



Nationally, the numbers of people with dementia is projected to increase by 30% over the next decade: within Harrow our rate is also increasing, and is set to continue increasing at a pace over the coming years. Harrow has the seventh highest prevalence of dementia in London boroughs.

Diabetes is of particular importance in Harrow: there are currently 20,296 people registered as having diabetes (Type 1 or Type 2) with numbers expected to rise by 45% over the next 20 years.



The latest primary care data shows nearly 10% of the adult population of Harrow to have diabetes, the highest rate in London. One of the main causes of type 2 diabetes is lack of exercise.

The Young Harrow Foundation / Council Needs Analysis in 2018 showed that physical activity significantly reduced as children hit their teen years. A high proportion of Harrow’s adult population are physically inactive (30% in 2017-18) which is the fifth highest inactivity rate in London.

### **Our proposed objectives**

The key objectives we have identified for this priority are below, along with the issue we intend to address.

Increased healthy life expectancy for all, particularly those in disadvantage

- Addressing the large gap in health inequalities between our residents from the least to the most deprived wards and as highlighted by Covid.

Improved physical activity of all, irrespective of age, gender or ethnicity

- Addressing poor levels of physical activity from an early age

All children experience a healthy start to life with good diet and appropriate exercise

- Addressing the first 1000 days of a child's life

Families are strong and able to access early support where required, enabling them to be more self-sufficient and rely less on public services

- Addressing reliance on social care and intervention to safeguard children

Increased numbers of residents able to continue to live at home

- Addressing demand for high cost social care

### **The 'Big Idea'**

We will tackle racism and inequality by addressing the disproportionate impacts of Covid on BAME people, reducing obesity: supporting improved levels of physical activity, enabling people to live longer and healthier lives whilst reducing the prevalence of diabetes within the borough.

We will also ensure that we become a dementia friendly borough to support the growing number of people affected by dementia, ensuring that they have a safe and engaging borough within which to continue their lives as independently as possible.

### **How we will deliver our objectives**

The Health & Wellbeing Strategy will be one of the key strategies supporting delivery of our health improvements across the borough. This is supported by the Clinical Commissioning Group (CCG) and the Sustainability and Transformation Partnership (STP), setting out the role of the NHS and GPs in delivering against this agenda. Integration of health and social care will be a key enabler of these objectives, whilst improving the lived experience for our residents in the borough.

The Healthy Weight Strategy will support improvements in obesity and physical activity, contributing towards an overall improvement in health and life expectancy; while the Mental Health Strategy will be important in addressing this overall challenge: both are proposed to be developed during 2020.

We will encourage greater participation in cultural and leisure opportunities, as well as better use of our parks and open spaces, as a gateway to increasing physical activities and participation in sports to improve health and mental wellbeing.

## Thriving Economy

A strong economy underpins a thriving borough, providing the business, employment and retail opportunities expected and required by our communities. The key challenge is dealing with the economic consequences of Covid, addressing unemployment, low skills, low pay, productivity, attracting investment and creating new jobs—. We need to ensure that people are able to live, work, shop and participate in leisure activities within the borough: providing greater opportunities for everyone.

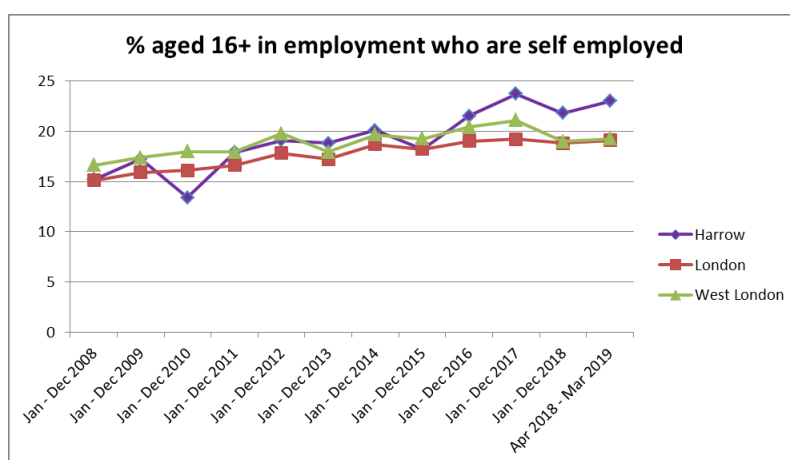
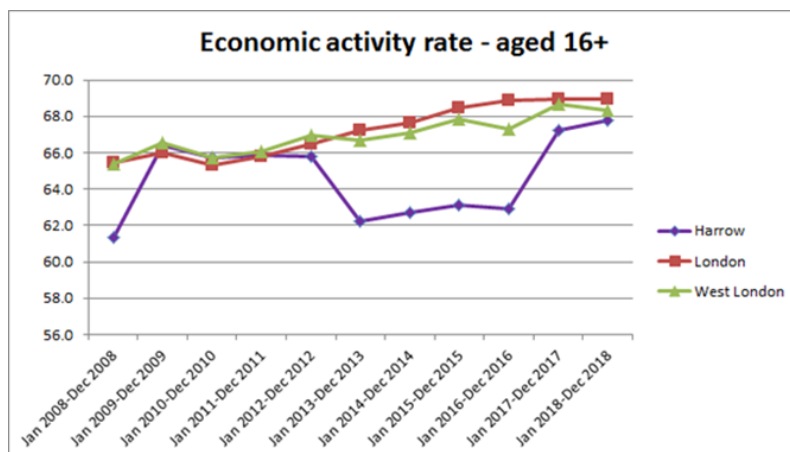
### Our data tells us

In Harrow, there are 80,000 jobs with a consistent growth over the past decade in people who are self-employed (now over 20,000): the business base is primarily small and microbusinesses, which tend to be less productive and pay less.

The economic activity rate for people in Harrow has been significantly below London for a number of years, but the gap has closed since 2017. Part time work has grown by 8% over the past 3 years, with a corresponding reduction of 6.25% in full time employment.

There is a large gap in earnings between men and women, and those working outside of the borough earning more than those employed within the borough. This shows that men earn almost £15 per week less than in London whilst women earn over £44 per week less. An aspect of the gap in earnings between those in and out of borough is due to the nature of the self-employed and SME economy locally, with all remaining larger employers within the borough being public sector.

Over the past year, there have been 9,000 office spaces lost within the borough.



### Annual Survey of Hours and Earnings 2018 (2017 in brackets)

	Harrow £	London £	Great Britain £
<b>Gross weekly pay</b>			
Full-time workers	671.7 (655.3)	670.8 (654.6)	571.1 (552.7)
Male full-time workers	705.1 (714.8)	719.7 (701.4)	612.2 (594.2)
Female f/time workers	584.2 (571.2)	628.7 (602.1)	510.0 (494.4)
<b>Hourly pay - excluding overtime</b>			
Full-time workers	17.00 (16.65)	17.55 (17.04)	14.36 (14.00)
Male full-time workers	18.25 (18.33)	18.30 (17.80)	14.89 (14.56)
Female f/time workers	16.26 (14.90)	16.86 (16.29)	13.56 (13.18)

Source: ONS annual survey of hours and earnings - resident analysis  
Notes: Median earnings in pounds for employees living in the area.



### **Our proposed objectives**

The key objectives we have identified for this priority are below, along with the issue we intend to address.

High earning jobs within the borough

- Addressing low paid employment in borough

Micro, Small and Medium sized enterprises grow sustainably within the borough

- Addressing employment and encouraging entrepreneurialism

Employment opportunities to match skills available within the borough

- Addressing need to travel for suitable employment

Local learning / skills opportunities match business needs / sectors

- 

Deliver skills and employability training to meet employer needs and resident aspiration Vibrant town and district centres

- 
- Maintain the Town Centres and District Centres as commercial hubs

### **The 'Big Idea'**

Harrow will tackle inequality through improved transport links such as Crossrail 3, orbital links and new bus routes, supporting access to and between our town centres and employment sites to support our economy and attracting more commercial and office space.

We will also work with partners to sustain our high rates of business survival and support business growth within the borough to provide local jobs for our residents and raise the local earning levels for BAME residents.

### **How we will deliver our objectives**

The new Economic Development Strategy will be one of the key strategies supporting delivery of the economic recovery from Covid whilst the Adult Learning Strategy will support delivery of the need to raise the skill levels of many adults within the borough to enable them to meet their earnings and employment aspirations.

The Business Forum will play an active role in supporting identification and delivery of priorities as well as prioritising improvements and harnessing the support of local businesses to meet our shared objectives.

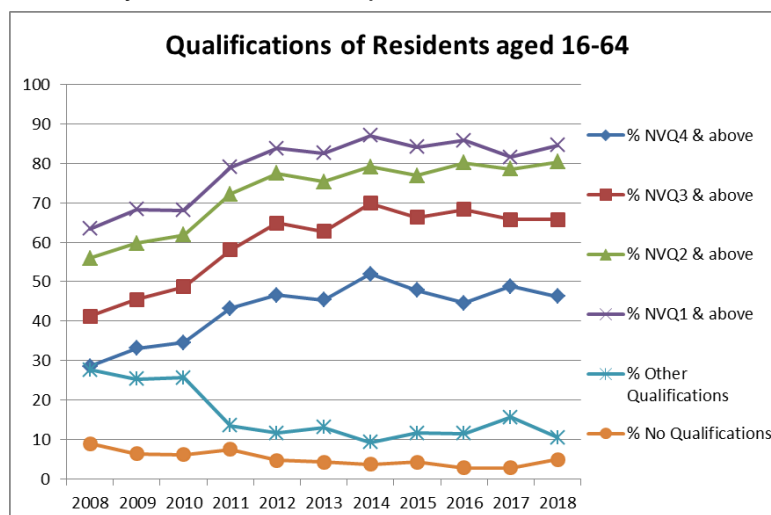
## Sustaining Quality Education and Training

Currently our schools are highly rated and perform well overall, but we want to ensure that everyone benefits from the education system to achieve the best they can.

### Our data tells us

Overall our pupils perform well, but some groups do not attain the same standard as their peers. These groups include: looked after children; Unaccompanied Asylum Seeking Children (UASC); black boys; and white boys from more deprived areas. We also know that absence and exclusions of children of black heritage in Harrow schools are above the national average.

Comparing attainment data over time is difficult due to changed exam systems, but our provisional 2019 average Attainment 8 score of 50.8 is better than pupils in London (50.2) and nationally (46.7), but behind statistical neighbour's score of 52.8, which demonstrates the scale of improvement required for our lower attaining cohorts of pupils.



Employment, Education and Training (EET) rates are amongst the very best in England and are sustained at around 99% for local young people aged 16-18.

### Our proposed objectives

The key objectives we have identified for this priority are below, along with the issue we intend to address.

All schools, colleges and other educational settings are rated as good or outstanding  
Addressing disproportionate educational opportunities All underachieving groups achieve in line with or better than their peers

- Addressing the attainment gap

All people have the level of qualifications required to meet their employment aspirations

- Addressing low pay employment and poverty

Everyone is able to benefit from lifelong learning, training and enrichment opportunities

- Addressing poverty and improved mental health

### The 'Big Idea'

We will tackle racism and inequality by addressing the attainment gap: ensuring that underachieving groups all perform in line with, or better than, their peers and working with schools to address the disproportionality in absences and exclusions and to develop a more black focussed curriculum.

We also want to attract a university for Harrow and strengthen relationships with the colleges to ensure a coherent post-school offer in the borough for everyone.

### **How we will deliver our objectives**

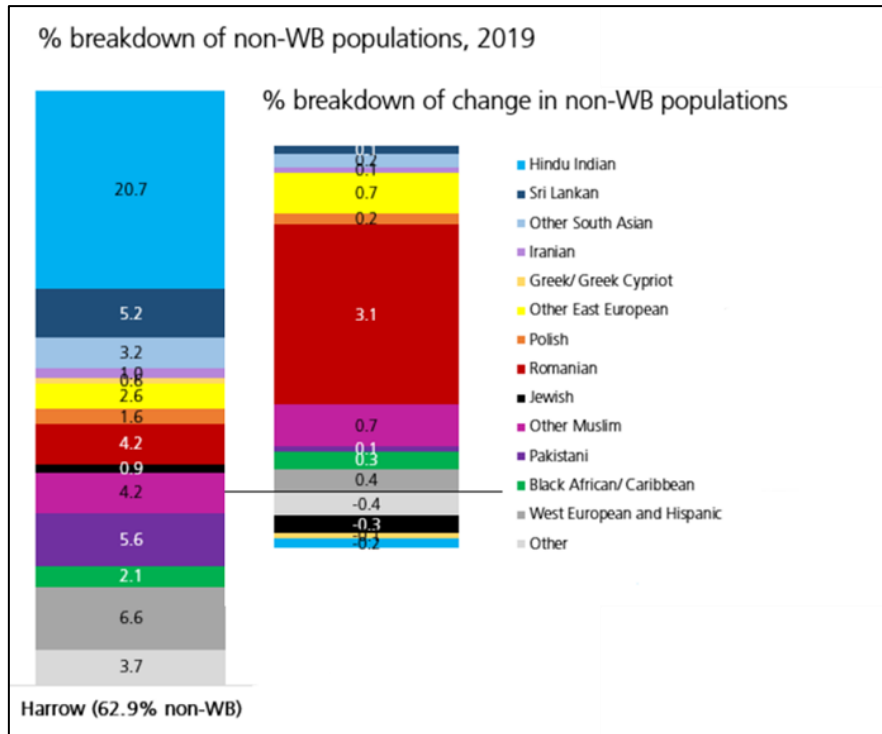
Schools within the borough will be key to delivering on these objectives and the Adult Learning Strategy will be one of the key strategies supporting the delivery of a high quality education system that works for everyone.

## Celebrating Communities and Cohesion

The nature of our borough and the communities it comprises of has changed over the past decades, and will continue to change into the future. We are determined to work with our communities to ensure that they are able to benefit the most from living here and contributing towards the improvement and diversity of our area.

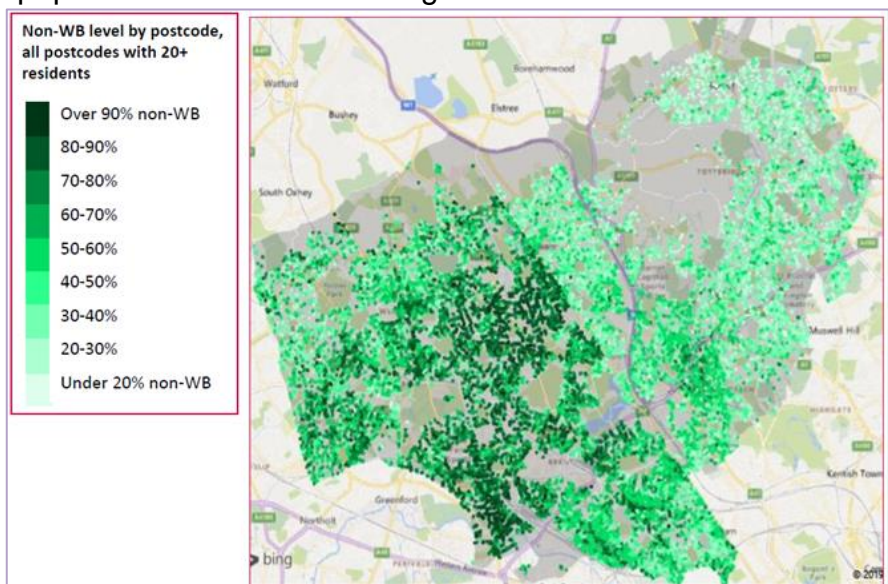
### Our data tells us

Harrow is a diverse borough, with a growing non-white British population and has the fastest growing Romanian population in the country. The Hindu Indian population has traditionally been the largest non-White British community in the borough, however, now the European community accounts for a similar proportion of the population at around 20%. The Eastern European population now accounts for two thirds of the overall European population and Romanians represent two thirds of the Eastern European community.



Many new or evolving populations will focus their growth on particular areas of the borough, potentially causing tension with the established population who perceive their community to be changing. We value the growing diversity of our communities and the increased Eastern European population as well as the high levels of Asian communities which have been well-established within the borough.

While many areas have seen reduced levels of public engagement and lower election turnout, people in Harrow have tended to vote, with turnout at recent council elections being 41%.



### **Our proposed objectives**

The key objectives we have identified for this priority are below, along with the issue we intend to address.

A thriving, multicultural borough where events support our communities continued integration and values

- Addressing community cohesion through celebrating heritage in the borough

Everyone takes an individual and collective responsibility for building good relationships within their community

- Building community relationships and support cohesion
- Employing a diverse workforce at all levels in the organisation, to help us to understand and relate to the community we serve

Maintaining high levels of civic engagement

- Ensuring we retain high election turnout among all our communities
- Growing the numbers of people active in public life and community roles

### **The 'Big Idea'**

We will tackle inequality through improving the environment and living standards within our more deprived communities: affording them a better quality of life.

We will tackle racism by continuing to work with our communities, culturally and geographically, to help them inform and support development of their locality to deliver their aspirations. We will also look to recognise our diverse and cohesive communities through becoming a Borough of Culture and an anti-racist organisation with a workforce that reflects the communities we serve.

### **How we will deliver our objectives**

The Wealdstone Action Group (WAG) and Community Action South Harrow (CASH) will be fundamental in supporting plans in these areas. During the life of this plan we will also be undertaking specific and targeted work within Edgware and the east of the borough in response to demand.

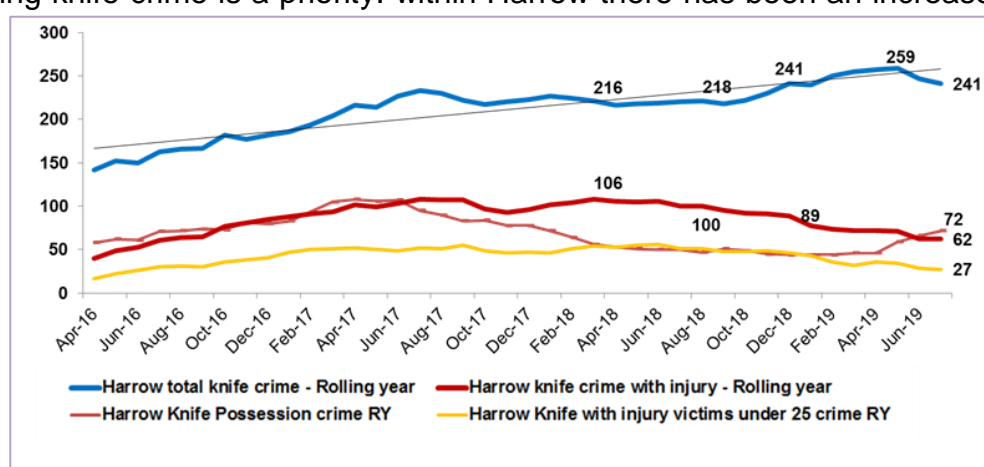
## Maintaining Low Crime Levels and Improving Community Safety

Whilst there are low levels of crime compared to neighbouring and other London boroughs, we are not complacent and want to see crime levels fall, recognising the impact that any crime has on victims. In some types of violent crime we have seen a rising trend, in line with London and national trends: we are eager to reverse this. We are also committed to improving community safety and the perception of crime to ensure that everyone feels safe and able to live a full and rewarding life in the borough without fear of crime.

### Our data tells us

In the year to July 2019 there has been a 16% increase in total crime offence levels within Harrow, although the overall rates remain lower than most other London boroughs.

Across London tackling knife crime is a priority: within Harrow there has been an increase in knife crime, although at a slower rate than London. Over the past two years, there has also been a reduction in injury caused by knives, but these levels remain too high.



### Our proposed objectives

The key objectives we have identified for this priority are below, along with the issue we intend to address.

Maintain low levels of crime within the borough

- Addressing community safety and crime levels

Everyone feels safe within the borough and our town centres throughout the day and at night

- Addressing fear of crime and making greatest use of our town / district centres

Children and young people are able to grow up safely and without fear of abuse or exploitation

- Addressing County Lines, child sexual exploitation and the over-representation of black males in the criminal justice system

### The 'Big Idea'

We will tackle racism and inequality through collectively working to address the over-representation of black boys in the youth justice system and tackle inequality by protecting our children and young people from risk, exploitation, County Lines, raising awareness of the threats and engaging children at a younger age to enable them to make informed choices.

We are going to create vibrant and multi-purpose town centres and neighbourhoods that are safe and welcoming to help people feel safe and be safer.

### **How we will deliver our objectives**

The Community Safety, Violence, Vulnerability and Exploitation (VVE) Strategy will be one of the key strategies supporting delivery of community safety across the borough. This strategy contains the shorter term targets for tackling our immediate crime challenges in line with the London Mayor's priorities, but will also have a large focus on addressing fear of crime across the borough.

## Next Steps

We are committed to engaging with more people in informing the Borough Plan. This will allow us to hear feedback about the priorities, gain information to support developing the actions to deliver our priorities and engage others to take lead roles in delivering these changes within the borough. We are determined that this engagement will be an ongoing rather than a one-off process and as such, we are eager to understand: where resident priorities lie; what may be “quick wins”; how we are able to collectively deliver against our more challenging ambitions; and how we gauge progress in improving the borough we care for.

To ensure that we do this, we will be developing a partner engagement plan and a resident engagement plan, providing opportunities for more people to contribute towards the focussing and delivery of our shared aspirations for Harrow.

Much of what we seek to achieve requires us to work in partnership: a few things we can deliver for ourselves whilst most will require collaborative working and us to collectively influence others to support our changes... As such, our final plan will be led and signed up to not just by the council, but our key partners in health, police, fire, education and the voluntary and community sectors: together, we can turn our plan into our future.

### Short term delivery plan

To ensure that work continues throughout our year of engagement, we are creating a short term delivery plan for the council’s contributions, focussed on delivery of the priorities and objectives we are consulting on.

This provides an opportunity to focus on some of the short-term challenges that have been raised and through delivering some of these, enabling us to be in a better position to deliver against the longer term ambitions.





**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 <sup>th</sup> November 2020
<b>Subject:</b>	Council's response to Black Lives Matter
<b>Key Decision:</b>	Yes
<b>Responsible Officer:</b>	Sean Harriss - Chief Executive
<b>Portfolio Holder:</b>	Cllr Graham Henson – Leader of the Council and Portfolio Holder for Strategy, Partnerships, Devolution and Customer Services
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	Appendix 1 - Equalities, Diversity and Inclusion Strategic Framework

## Section 1 – Summary and Recommendations

This report sets out the Council’s response to the issues highlighted by the Black Lives Matters movement and the strategic framework for the Equalities, Diversity and Inclusion agenda that will underpin our work.

### **Recommendations:**

Cabinet is requested to:

- 1) To endorse the Equalities, Diversity and Inclusion Strategic Framework
- 2) To note the action to date in responding to the issues raised by Black Lives Matter

### **Reason: (for recommendations)**

To respond to the issues highlighted by Black Lives Matter and address the racial disproportionality experienced by people of black heritage as a first step in a new approach to equality diversity and inclusion in Harrow.

## Section 2 – Report

### **Introductory paragraph**

The Borough Plan update report sets out three new corporate equality objectives. The EDI Strategic Framework outlined in this report sets out in more detail the high-level objectives under each of the three strands and our approach and principles behind how we will work. The objectives are to:

1. *Address inequality in life outcomes*  
Using the Borough Plan, a comprehensive medium-term strategic vision, we have developed with partners and in consultation with the people of Harrow to ensure that our borough is a place where everyone, regardless of background, can reach their full potential.
2. *Review our services*  
Senior leadership will head a thorough review of the way we provide our services. We’ll speak to service users and examine issues of cultural sensitivity, accessibility and any unconscious bias that may affect outcomes for different groups.
3. *Take action as an employer*  
To ensure senior management is representative of our communities, examine pay gap issues, put programmes in place to nurture black and minority ethnic talent and review our internal HR policies and practices to ensure they are fair and equitable.

Our overarching ambition for this work is that it will support all protected characteristics. However, in light of the murder of George Floyd, and the Black Lives Matter protests, coupled with the Public Health England report evidencing the disproportionate impact of Covid-19 on people from a BAME background, we will focus our work initially on race and ethnicity to support

the council in its on-going commitment to being an anti-racism organisation. The programme of work will be enhanced through working closely with a range of local agencies, statutory partners and the voluntary and community sector.

## **Options considered**

The Equalities, Diversity and Inclusion strategy being developed will have an initial focus on responding to the issues raised by the Black Lives Matter agenda and is intended to set the foundations for improving the experiences of all our residents and staff. Therefore, no other options have been considered.

## **Background**

Harrow prides itself in being one of the most ethnically and religiously diverse Boroughs in the country with people of many different backgrounds and life experiences living side by side. However, we recognise that the Council can do more to enhance the lived experience and better outcomes for all staff, service users and communities.

Our goal is to address the issues of disproportionality experienced by all protected characteristics. But we are specifically starting with a focus on the disproportionality experienced by those of black heritage as this is where the greatest injustices are currently felt.

## **Current situation**

The current situation is that<sup>1</sup>:

- Black people are nearly 10 times more likely to be stopped and searched by police than white people
- Not a single police force in England or Wales registered an arrest rate of less than 20 for every 1,000 black people, by contrast not a single police force registered an arrest rate of more than 20 for every 1,000 white people
- Police forces were 7 times more likely to fine BAME people during lockdown
- White British people have higher than average home ownership rates – nearly double that of black Caribbean people and more than treble that of black African people
- White British students are more than three times as likely to achieve high grades at A-level than black Caribbean students
- Levels of unemployment are at least double for Black people than they are for white people
- Black people are also paid less on average than white people with the average hourly pay for black people being between £9.91- £10.80 and £10.58 - £11.87 for white people

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<sup>1</sup> Ethnicity facts and figures service: <https://www.ethnicity-facts-figures.service.gov.uk/>

- People from BAME backgrounds were up to twice as likely to die from Covid than people of white ethnicity.
- In Harrow, you are 7.5 times more likely to be homeless if you are black, than any other ethnic group.<sup>2</sup>
- Council data shows there is an overrepresentation of Black ethnicity in lower pay bands
- Council data also tell us that absence and exclusions of children of black heritage in Harrow schools are above the national average.

## **Why a change is needed**

The death of George Floyd at the hands of the police in Minnesota, USA has highlighted deep inequalities and systemic racism that still exists in this country and other countries around the world and has left many of our staff and residents feeling hurt, scared and angry. It also comes at a time when we know that Harrow and people from Black, Asian and Multi Ethnic (BAME) groups have been disproportionately impacted by Covid-19. We have reflected on the findings set out in the Public Health England report on the disproportionate impact of Covid-19 in the UK and discussed with trade unions, members and staff about how best to go forward.

## **Progress to date**

We have already undertaken the following actions to date:

### *Address inequality in life outcomes*

- Our proposals to address this include a review of the Borough Plan and the inclusion of an additional theme for Equalities, Diversity and Inclusion. Details of this proposal are set out in Borough Plan Cabinet Report;
- Appointed an Executive Sponsor for race, this is the CEO;
- Appointment of a temporary senior policy officer from the Policy Team to undertake work on this agenda on a full-time basis;
- Established cross-party members' group to provide political insight and strategic direction for our response to the issues raised through Black Lives Matter and the broader Equality, Diversity and Inclusion Strategy for the Council;
- Review corporate equalities groups and processes to inform new working arrangements;
- Development of an Equalities, Diversity and Inclusion Strategic Framework to inform the EDI Action Plan;

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<sup>2</sup> Runnymede Trust 2016

- Some initial work has already begun with the VCS and key stakeholders in response to BLM and to address disproportionality in early intervention services for young people.

### Service Reviews

- The process to conduct Service Reviews has begun and the framework for this work will involve:
  - Researching and agreeing a methodology for Service Reviews, which includes the principles of self assessment and independent peer challenge; and in doing so establishing specific Service Review Working Groups to work in partnership with departments and key stakeholders to examine cultural sensitivities and unconscious bias;
  - Undertaking an evidence gathering desk-based research exercise to identify the need to review specific service areas that may disproportionality impact service users or staff from within the BAME community;
  - Initially run a pilot in an area where we can integrate the service review methodology into existing work; for example, a review of our current process in the youth offending service, housing needs, examining our current procurement processes with suppliers and contractors, and a review of the equalities impacts process around restructures.
  - Exploring options on how to improve service delivery and remedial action and proposing an overarching outcome that includes a series of challenging but achievable short term targets over 12 months that can be reviewed quarterly to check for impact and progress against the outcome;
  - Annual reporting of service review against measures of success.

### Action as an employer

- Appointed an independent consultant to undertake engagement work with all staff which will result in a recommendations paper that will be presented to CSB;
- The Independent Race Advisor has already introduced himself to the staff base and will undertake a number of staff focus groups in the coming weeks;
- Signed up to the Race at Work Charter;
- Launch of a newly established Black Lives Matter Staff Group, which has been sponsored by the CEO and has already started to undertake

reverse mentoring for Corporate Strategic Board members as well as more recently a series of educational webinars for staff as part of Black History Month (webinars have included Patrick Vernon OBE, Rob Neil OBE, Kim Smith, and the Rt Hon Stuart Lawrence).

- Examining our workforce profile, which has been expanded to include trends in recruitment, internal promotions and 'acting up', and blockages for progression;
- Undertaking work with an external consultant to launch a Race Survey to gather evidence on the experiences of current and former staff (those who left the council less than 6 months ago);
- Signed up to the Business In The Community Mentoring Scheme, specifically aimed at staff from BAME communities;
- Working with London Councils on the categorisation of the terminology of BAME, and consulting on a term that reflects Harrow's diverse population

## **Implications of the Recommendation**

### **Resources, costs**

Currently £100,000 has been allocated for this work; so far the following allocations have been proposed from the budget (where the cost is known):

- Independent race consultant - £50k
- Race survey - £10k
- Mentoring programme - £11k
- BLM Staff Group - £5k
- Business in the Community membership – TBC
- Organisational Development programme – TBC
- Development programme for BAME staff – TBC
- Frontline staff programme – TBC

### **Staffing/workforce**

This work is being sponsored by the Chief Executive and is being formulated by a sub-group of council officers, which includes the Director for HR and the Director for Strategy and Partnerships. On temporary senior policy officer has been appointed from the Policy Team to undertake work on this agenda on a full-time basis.

### **Performance Issues**

There are no performance issues from the proposed recommendations.

### **Environmental Implications**

There are no environmental implications from the proposed recommendations.

### **Data Protection Implications**

There are no data protection implications from the proposed recommendations.

### **Risk Management Implications**

Risk included on Directorate risk register? No  
Separate risk register in place? No

Inequalities in Harrow has been a growing concern, and the Black Lives Matter movement has further heightened the need to create a robust response which will lead to improved outcomes for our residents and staff. This strategic framework sets out the high-level commitments that will drive the EDI agenda. There are some risks around community and staff resilience, especially in light of the growing disproportionality of Covid cases within BAME communities.

### **Procurement Implications**

There are no direct procurement implications arising from the recommendations of this report. Any procurement that is required as a result of these recommendations will be undertaken compliant with the Public Procurement Regulations 2015 and the Council Procurement Procedures.

### **Legal Implications**

The Equalities, Diversity and Inclusion agenda is underpinned by the Equality Act, which contains a range of rights, powers and obligations to help the advancement of equality.

Decision makers should have due regard to the public sector equality duty in making their decisions. The equalities duties are continuing duties they are not duties to secure a particular outcome. The statutory grounds of the public sector equality duty are found at section 149 of the Equality Act 2010 and are as follows:

13.2 A public authority must, in the exercise of its functions, have due regard to the need to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;

- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
- Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.

Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- Tackle prejudice, and
- Promote understanding.

The relevant protected characteristics are:

- Age
- Disability
- Gender reassignment
- Pregnancy and maternity
- Race,
- Religion or belief
- Sex
- Sexual orientation
- Marriage and Civil partnership

By the Equality Act 2010 (Specific Duties and Public Authorities) Regulations, SI 2017/ 353 the council is required to publish information to demonstrate its compliance with the Public Sector Equality Duty. The information must include information relating to persons who share a protected characteristic, who are its employees, or who are affected by the council's policies or practices. Publication is required annually.

Under the same regulations the council is also required to set and publish one or more equality objectives to comply with the Public Sector Equality Duty, at least every 4 years.



(1) Each public authority listed in Schedule 2 to these Regulations must prepare and publish one or more objectives it thinks it should achieve to do any of the things mentioned in paragraphs (a) to (c) of section 149(1) of the Act.

(2) The objectives must be published—

(a) not later than 30th March 2018 (subject to regulation 9(2)); and

(b) subsequently at intervals of not greater than four years beginning with the date of last publication.

(3) An objective published by a public authority in compliance with paragraph (1) must be specific and measurable.

## **Financial Implications**

Currently £100,000 has been allocated for this work; so far the following allocations have been proposed from the budget (where the cost is known):

- Independent race consultant - £50k
- Race survey - £10k
- Mentoring programme - £11k
- BLM Staff Group - £5k
- Business in the Community membership – TBC
- Organisational Development programme – TBC
- Development programme for BAME staff – TBC
- Frontline staff programme – TBC

## **Equalities implications / Public Sector Equality Duty**

Where activities are proposals and final business cases are still being developed, EQIAs will be developed to support these.

## **Council Priorities**

This Report contributes towards all Council priorities.

## **Section 3 - Statutory Officer Clearance**

**Statutory Officer: Dawn Calvert**

Signed by the Chief Financial Officer

**Date: 30<sup>th</sup> October 2020**

**Statutory Officer: Jessica Farmer**

Signed on behalf of the Monitoring Officer

**Date: 30<sup>th</sup> October 2020**

**Statutory Officer: Nimesh Mehta**

Signed on by the Head of Procurement

**Date: 3<sup>rd</sup> November 2020**

**Statutory Officer: Alex Dewsnap**

Signed by the Corporate Director

**Date: 2<sup>nd</sup> November 2020**

## **Mandatory Checks**

**Ward Councillors notified: NO, as it impacts on all Wards**

**EqlA carried out: NO**

Specific activities, proposals and final business cases are still being developed, once these are confirmed EQIAs will be developed to support these.

## **Section 4 - Contact Details and Background Papers**

**Contact:** Shumaila Dar [shumaila.dar@harrow.gov.uk](mailto:shumaila.dar@harrow.gov.uk) 020 8424 1820

**Background Papers:** None

**Call-in waived by the Chair of Overview and Scrutiny Committee**

**NO**

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# Equalities, Diversity and Inclusion - Strategic Framework

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**SEPTEMBER 2020**

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Shumaila Dar, Policy Team  
Version: 1.0



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## *Equalities, Diversity and Inclusion – Developing a strategic approach*

Harrow prides itself in being one of the most ethnically and religiously diverse Boroughs in the country with people of many different backgrounds and life experiences living side by side. However, we recognise that the Council can do more to enhance the lived experience and better outcomes for all staff, service users and communities. A robust strategic approach is required that will cover all protected characteristics. However, in light of the murder of George Floyd, and the Black Lives Matter protests, coupled with the Public Health England report evidencing the disproportionate impact of Covid-19 on people from a BAME background, we will focus our work initially on race and ethnicity.

The council has developed three corporate equality objectives to address Equalities, Diversity and Inclusion (EDI), which will be enhanced through working closely with a range of local agencies, statutory partners and the voluntary sector. These are:

**1. *Addressing inequality in life outcomes***

Using the Borough Plan, a comprehensive medium-term strategic vision, which we developed with partners and in consultation with the people of Harrow to ensure that our borough is a place where everyone, regardless of background, can reach their full potential.

**2. *A review of our services***

Senior leadership will head a thorough review of the way we provide our services. We'll speak to service users and examine issues of cultural sensitivity, accessibility and any unconscious bias that may affect outcomes for different groups.

**3. *Action as an employer***

To ensure senior management is representative of our communities, examine pay gap issues, put programmes in place to nurture black and multi-ethnic talent and review our internal HR policies and practices to ensure they are fair and equitable.

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## *How we will do this – A strategic framework*

Our work on equalities will be shaped by a phased approach which will involve the following:

- **Evidence and Insight**  
Analysing evidence and the lived experiences of staff, service users, and the community to inform recommendations and actions so they are evidence based. This will include desk-based research into current workforce and resident data, as well as an externally conducted staff survey, and a series of staff consultation forums through the appointment of an external consultant.
- **Consultation and Partnership working**  
Establishing a robust model of partnership work both internally in the council and externally, to enable and broker the discussion around equality, diversity and inclusion.
- **Developing a strategy**  
Co-producing Harrow's Equality, Diversity and Inclusion (EDI) Strategy and its associated action plan in line with the Public Sector Equality Duty and the Equality Framework for Local Government which feeds into the ambitions of the Borough Plan as well as ensuring all other council strategies embed EDI within their respective strategic approaches.
- **Communicating our strategic approach**  
Communicating the strategy through a variety of channels and ensuring opportunities for further consultation are made available to staff, residents, key stakeholders, and members of the community.
- **Development of an Action Plan / Delivery Plan**  
Identifying and developing realistic and measurable deliverables that will achieve the aims of the EDI strategy which are ultimately accountable to the Corporate Strategic Board and Cabinet.
- **Implementation**  
Actively investing in the delivery of objectives outlined in the EDI strategy, through resource allocation and working with key partners to ensure consistency across the borough.

## *A collaborative approach*

Our strategic approach towards developing a robust response to equality, diversity and inclusion in Harrow will be a collaborative one, delivered in partnership with key stakeholders across the borough and within the council, which puts the voice of residents and our staff at the centre. We will do this by:

- 
- Working across boundaries to ensure that work on equalities, diversity and inclusion are at the heart of what we do;
  - Ensuring dialogue is constructive in order to engage in debate with truth and integrity to build consensus on this agenda;
  - Upholding respect and professionalism and challenging language or behaviour that incites hatred, discrimination or racism.

The forthcoming EDI strategy and delivery plan will be developed in partnership with the following key stakeholders:

- Residents
- The Harrow Strategic Partnership
- Voluntary sector and Community groups
- Council staff
- Council Elected Members
- Staff networks
- Trade Unions
- Departmental leads
- London Councils
- West London Alliance

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## *1. Addressing inequality in life outcomes*

This strand of work will extend the commitments made in the Borough Plan to ensure that our borough is a place where everyone, regardless of background, can reach their full potential. Working alongside key partners in the community, we will work to:

- Build on the strategic objectives of the Borough Plan, and ensure that all work on equalities, diversity and inclusion are representative of the borough's diverse population, including specific areas for improvement, such as education, crime, and health inequalities.
- Ensure that work around the borough's regeneration plans consider the impact of equality and diversity on our population, paying specific regard to reasonable adjustments for disabled members of the community.
- Establish strong partnership working and collaboration between partners, including a wide range of diverse community leaders, faith groups, VCS organisations and those working with children and young people.
- Recognise and celebrate the contributions of all our residents, which involves exploring how we use our community hubs, art centres, and libraries more effectively.
- Promote hate crime reporting across the borough.

## *Stakeholder management and consultation*

This strand of work will be undertaken in consultation with the following partners:

- Residents
- Statutory partners via the HSP
- Community and faith groups
- Voluntary and community sector organisations
- Cross-party member group
- London Councils
- West London Alliance

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## *2. A review of our services*

One of the key areas where we can truly make a difference is by reviewing the way we provide our services. Working alongside senior leadership teams, we will speak to service users and examine issues such as cultural sensitivity and explore unconscious bias that may affect outcomes for different groups. This work will primarily include:

- Reviewing the Equalities Impact Assessment process
- Establishing a methodology for service reviews to enable us to objectively and robustly assess our services against a defined set of criteria and best practice standards to examine cultural sensitivities and unconscious bias;
- Examining our current procurement processes with suppliers and contractors, and contract management procedures to check for any biases in the system and to propose remedial action where this does occur.

### *Stakeholder management and consultation*

This strand of work will be undertaken in consultation with the following partners:

- Service users
- Voluntary and Community groups
- Council staff
- Staff networks
- Members
- Cross-party member working group
- Local Government Association/West London Alliance



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### 3. Action as an employer

There has never been a more pertinent time to address inequalities in the workplace. This strand of work will examine our current workforce, not just to make sure that our workforce is representative of our community, but to ensure that representation is at the right levels of the organisation. We will look closely at our workforce data, create new systems to monitor staff experiences, examine pay gap issues, put programmes in place to nurture black and multi-ethnic talent, and review our internal HR policies and practices to ensure they are fair and equitable and sign the Race at Work Charter. The two main strands of work will be to:

- Championing an inclusive and accessible workplace and a workforce that is representative of the community it serves and feels confident to embed equality, diversity and inclusion into each member of staff's objectives as well as in working practices.
- Developing an approach to staff learning and development and to actively participate and encourage staff involvement in order to lead best practice on equality, diversity and inclusion;

The Race at Work Charter will set the foundations for a strategic response to workplace inequalities that will ultimately support all protected characteristics, based on the five key principles outlined in the Charter, which are to:

1. Appoint an Executive Sponsor for race - *This will be the Chief Executive*
2. Capture ethnicity data and publicise progress – *Work to examine our workforce profile is already underway, this not only includes our routine monitoring of data, but will also explore trends in recruitment, internal promotions and 'acting up', and blockages for progression.*
3. Commit at board level to zero tolerance of harassment and bullying – *As part of our work to build an evidence base using our staff data, we are now examining trends in grievances, this will enable us to focus on particular groups that may be disproportionately represented. The BLM Staff Group have also begun a package of reverse mentoring for Corporate Strategic Board members.*
4. Make clear that supporting equality in the workplace is the responsibility of all leaders and managers - *We have already appointed an external consultant to undertake engagement work with all staff and are working closely with the BLM Staff Group to ensure staff views are put at the heart of this work*
5. Take action that supports ethnic minority career progression – *We are developing a specific development programme aimed at BAME frontline staff, as well as a diversity talent programme*

### Stakeholder management and consultation

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This strand of work will be undertaken in consultation with the following partners:

- Council staff
- Staff networks
- Trade Unions
- Cross-party member working group
- Members



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**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 November 2020
<b>Subject:</b>	Joining Capital Letters (London) Ltd
<b>Key Decision:</b>	Yes
<b>Responsible Officer:</b>	Nick Powell, Divisional Director of Housing
<b>Portfolio Holder:</b>	Councillor Phillip O'Dell, Portfolio Holder for Housing
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	Appendix 1 – Capital Letters' Articles of Association Appendix 2 – Members Agreement Appendix 3 – Service Level Agreement Appendix 4 – Capital Letters Procurement Allocations Policy Principles

## **Section 1 – Summary and Recommendations**

- 1.1. This report sets out the reasons for joining the Pan London Capital Letters (London) Ltd, which will collaboratively procure new properties on behalf of London boroughs, supported by the Ministry of Housing, Communities & Local Government (MHCLG).

### **Recommendations:**

Cabinet is requested to:

1. To approve the decision to join Capital Letters (London) Ltd.
2. To allow the appropriate staffing cost to be transferred to enable Capital Letters to recruit directly.
3. To note Capital Letters' governance structures including the Borough Representative Body on which all boroughs are represented.

### **Reason: (For recommendations)**

- 1.2. This initiative is required to deliver additional affordable, suitable private sector accommodation to allow the Council to meet its homelessness duties at a cost it can sustain against the background of:
- A challenging market with limited availability of accommodation for households on low incomes.
  - The likelihood of increasing number of homeless households next year, following the cessation of the ban on evictions and once the extended Section 21 notice period expires.
  - A shift in emphasis in homelessness policy towards use of resources to prevention.
  - The importance of working closely with other London boroughs to collaborate to secure accommodation.
- 1.3. The Capital Letters' governance process requires the third wave of boroughs to secure internal approval to join the company so the Borough Representative Body can confirm their membership. However, the actual date of implementation will be designed to suit London Borough of Harrow's internal timescales and operational arrangements.
- 1.4. The main financial benefit of joining the company is to access MHCLG funding and increase the number of private sector properties sourced in order to reduce the need for Temporary Accommodation.

- 1.5. The majority of properties that is procured through Capital Letters will be used to prevent homelessness or to end the homelessness duty through an offer of a private sector tenancy.
- 1.6. Properties are allocated to the participant boroughs in proportion to the staff resources they contribute. The Council proposes to fund 2 new posts within Capital Letters using the Flexible Homelessness Support Grant (FHSG) by transferring funds on an annual basis to Capital Letters for the company to directly recruit for the duration of the scheme. For the first year, it will cost up to £102k which will cover the cost of the salary and all on-costs/overheads.

## **Section 2 – Report**

### **Introductory paragraph**

- 1.7. Capital Letters is a not-for-profit organisation established in December 2018 by London boroughs to reduce the costs of temporary accommodation and deliver improved outcomes for homeless families, by jointly procuring and managing accommodation across London.
- 1.8. Capital Letters is being supported by MHCLG using £38m of top sliced Flexible Homelessness Support Grant (FHSG), to alleviate the costs to boroughs of providing accommodation and to encourage greater efficiency. The funding provides extra staffing, I.T. and other resources to increase supply and improve the service offered to both tenants and landlords. It is also used to subsidise the cost to boroughs for newly procured properties.
- 1.9. The Company is therefore funded by a combination of MHCLG grant, rents from tenants and top up payments from member local authorities. These are the payments that are already made by local authorities to ensure households are charged rents that are affordable to households who rely on benefits. These payments will be lower for local authorities as a result of the MHCLG subsidy.
- 1.10. By removing unhelpful competition and duplication of effort, and by providing an organisation to represent a large group of London boroughs, Capital Letters offers a simpler and more straightforward interface for landlords, managing agents and developers anywhere in London who are able to provide properties for families and other households most in need of accommodation.
- 1.11. Capital Letters will grow in phases, with an initial 13 boroughs joining in 2019, followed by 4 boroughs joining a year later in April 2020. The company is now securing members for phase three membership which London Borough of Harrow will be part of, if the recommendation is approved. There are plans to eventually include, if not all, then the majority of London boroughs.

- 1.12. Capital Letters is currently wholly owned by 17 London Boroughs - Barking & Dagenham, Bexley, Brent, Camden, Croydon, Ealing, Enfield, Hackney, Hammersmith & Fulham, Haringey, Lewisham, Newham, Redbridge, Southwark, Tower Hamlets, Waltham Forest and Westminster.
- 1.13. The governance arrangements of the company are set out in the Articles of Association of the company and Members Agreement (attached as appendices). Each member has the right to appoint a representative who attends and votes at member meetings on behalf of the member. Critical matters are reserved to the Members and this is set out in the Members Agreement. It will be noted from the Articles that should the Council wish to cease to be a member of Capital Letters, it may do so by serving no less than six months' notice in writing.

### **Options considered**

#### **Not to join Capital Letters (London) Ltd**

- 1.14. There is the option not to join the company in the third phase. This would result in a lost opportunity to access MHCLG grant funding and thus alleviate the costs of providing accommodation, to increase the procurement of accommodation and move away from expensive nightly paid temporary accommodation and to enable the placement of households closer to Harrow.
- 1.15. Boroughs who do not join Capital Letters will still have properties procured by Capital Letters in their area. Although Capital Letters abides by the agreed Inter Borough Accommodation Agreement (IBAA) rates, there is nevertheless a significant risk that landlords and agents will prefer to work with Capital Letters than within individual boroughs because of the profile it has, and because of the more streamlined ability to let properties across London with one organisation than with a number of different boroughs.

## **2. Background**

- 2.1. Tackling homelessness is a key priority at all levels, locally, sub-regionally, regionally and nationally.
- 2.2. Overall, the amount of social housing in England has reduced by about 270,000 units over the past 20 years. Since 1997, the number of homes owned by local authorities has more than halved, from just under 3.5 million 20 years ago. This is due to right to buy sales, large-scale voluntary transfers to housing associations and demolitions. Over the same period, the number of homes owned by housing associations rose from just under a million to more



than 2.51 million. The size of the private rented sector has doubled since 2002 and accounts for about 4.7 million households (one in five).

- 2.3. While some social housing is being built, there is insufficient new housing to meet housing need in many areas. The 1% reduction in social rents every year for four years until 2019/2020 means that less money has been available to build new homes or improve current social housing stock.
- 2.4. Harrow has a small social housing stock with a high demand for housing from homeless households, home seekers on the housing waiting list and tenants waiting to move to alternative social housing. Few council homes become available every year, even taking into account our council house building programme. Nearly half of Harrow's council stock have been sold under the Right to Buy (RTB) since 1980.
- 2.5. There is a heavy reliance on the private rented sector in Harrow for both temporary and permanent housing solutions and affordability is a key challenge in Harrow. The Local Housing Allowance (LHA) rates are the maximum amount of Housing Benefit that can be claimed by tenants who rent from a private landlord. Some claimants need to apply for the housing element of Universal Credit instead. Many private rents in Harrow are above the LHA rates and tenants must make up the shortfall from their other income.
- 2.6. Waiting for an offer of social housing in Harrow is not a realistic option. We are likely to end our homelessness duty with an offer of a permanent housing solution in the private rented sector. Despite all efforts to secure more properties in Harrow, families often have to be housed elsewhere, where housing is more affordable.
- 2.7. Joining Capital Letters would enable London Borough of Harrow to secure more private rented properties in London within or close to the borough, thus reducing the need to place families in Bed & Breakfast and nightly paid emergency accommodation, in more distant parts of London or outside London. It would be better to secure these benefits sooner rather than later.
- 2.8. Member boroughs also have the option (if they choose to do so later) of transferring some or all of their existing private sector leased properties into Capital Letters, which as a private landlord is eligible for 100% Local Housing Allowance (LHA) from the Department of Work and Pensions, which is higher than the rate for borough-let temporary accommodation, which is currently 90% of 2011 LHA levels.
- 2.9. When a member transfers their existing private sector leased properties, a detailed exercise is undertaken to understand the risks and costs. Capital Letters is currently in the process of testing this out with London Borough of Bexley and London Borough of Ealing.

## **Current situation**

- 2.10. When a household approaches the Council in housing need, the Housing Needs team makes a formal assessment against a number of criteria as prescribed in homelessness legislation. If it is not possible to prevent homelessness, and the household has met the legislative criteria, there is a statutory duty to secure suitable accommodation for the household.
- 2.11. The demand for affordable housing in Harrow continues to be one of the major challenges that the council faces with high demand being primarily driven by households being evicted from the Private Rented Sector (PRS) due to affordability. Since the implementation in April 2018 of the Homelessness Reduction Act 2017, there has been an increase in the number of homelessness presentations. The growing number of applications and our obligations within the legislation means that we have to explore ways of increasing the number of properties available to us to discharge our duties to homeless households.
- 2.12. Due to the lack of supply of social housing the Council is using the power to meet new demand from homeless households with accommodation in the Private Rented Sector (PRS). Because there is an insufficient supply of PRS accommodation that is affordable in Harrow. Some homeless households are therefore still placed in temporary accommodation, or in PRS accommodation outside of Harrow.
- 2.13. Different types of temporary accommodation are used in Harrow to house homeless households including bed and breakfast accommodation (B&B), homeless hostels, private sector leasing (PSL), council stock, Housing Association leasing scheme (HALS), and homes acquired by the council for use as temporary accommodation.
- 2.14. There are currently c. 3200 households on the housing register, waiting for social housing in Harrow. Of these, c. 1200 homeless households are living in temporary accommodation at the end of September 2020. The council is therefore implementing various initiatives including building new council homes, purchasing homes and leasing private rented properties for use as temporary accommodation.
- 2.15. But as long as there is such a mismatch between the demand and supply of social housing, we also need to take steps to ensure the supply of suitable, affordable private rented accommodation.
- 2.16. Capital Letters will sit alongside these initiatives and focus on the procurement of private rented sector offer (PRSO) properties in or nearer to Harrow, for the prevention and relief of homelessness and to end a main homelessness duty.
- 2.17. This means that Capital Letters will complement rather than be in competition with existing Council initiatives, as the majority of procurement will continue to be handled in-house after joining Capital Letters. Of the c. 1200 households in temporary accommodation at the end of September 2020, 24% are accommodated using emergency accommodation nightly paid agreements or

properties outside the London area, which fall outside the scope of Capital Letters.

## **Why a change is needed**

### Demand and supply

- 2.18. There is a desperate shortage of housing which is affordable to Harrow's population. This initiative increases supply for a number of households in need of help and the costs the council incurs in supporting them.
- 2.19. Homeless households are spending an increasingly long period of time in Temporary Accommodation waiting for social housing. Depending on the size of the property required, some of these waits can be lengthy.
- 2.20. Recently, the housing pressures on low income households in London have perhaps never been higher as a result of COVID-19, with the work on the rough sleeping initiative. In addition, there is an anticipated increase in homelessness next year now that the ban on evictions is removed, the extended Section 21 notice period expiring, the furlough scheme ending, and redundancies increasing.
- 2.21. Due to this high level of demand for affordable accommodation, the significant financial impact and its likely continuation, even more than before a more co-ordinated effort is required from Councils across London to source an improved supply of suitable accommodation to meet demand.
- 2.22. Capital Letters is one of the initiatives which will help to increase the supply of private rented accommodation, reduce the cost of this accommodation, and reduce the need for households to be accommodated out of the borough. This pan-London initiative should achieve economies of scale and reduce the competition between boroughs for this type of accommodation.
- 2.23. Whilst the grant for incentive payments per property reduces over the funding period, because the operational arrangements are all in place, London Borough of Harrow will benefit significantly from the numbers of properties to be procured by Capital Letters, thus reducing homelessness costs. Additionally, the procurement of private rented sector properties offers the opportunity to discharge housing duty.
- 2.24. The activity of the company is being supported by a digital Property Listing Platform (PLP). The system is operational and allocating properties to existing member boroughs.

### Financial information and the service offer

- 2.25. The main financial benefit of joining the company is to access MHCLG funding and increase the number of properties sourced to reduce the need for High Cost Temporary Accommodation, thereby saving money in the General Fund.
- 2.26. Capital Letters is supported by a grant from MHCLG, allocated from the 'Flexible Homelessness Support Grant'. £38 million was initially allocated until 2021-22 and spread over 4 years. The business case submitted to MHCLG, if approved, will extend the grant period until 2023/24, providing an additional 2 years for Capital Letters to provide services and grant for members. Capital Letters await a formal response from the Ministry on the proposal.

<b>Year</b>	<b>Funding</b>
2018-19	£1.1 million
2019-20	£ 7 million
2020-21	£12.9 million
2021-22	£16.8 million
Total	£37.8 million

- 2.27. The grant from MHCLG is used to support three key areas of activity:
- (a) Grant for member boroughs to contribute towards the cost of private rented sector (PRS) placement incentives for landlords – £750 in 2021/22 per property procured by Capital Letters for a 2-year Assured Shorthold Tenancy. It is common for councils to offer an incentive payment for new landlords. In Harrow, incentive payments can range from £1,000 to £3,000 depending on the bedroom size and type of property. Each property procured by Capital Letters and let by the Council will attract a grant payment to top slice the cost of landlord incentive payments which will also assist in reducing the costs of homelessness provision.
  - (b) Grant for member boroughs to contribute towards top up payments made to landlords for Private Sector Lease (PSL) properties – currently £15 per week for each 3-year lease procured by Capital Letters. There is often a shortfall between the cost of leasing a property and the amount that can be claimed back through Housing Benefit.
  - (c) Central costs to enable the company to operate including corporate service staffing costs (Executive Team, HR, Finance etc) and for additional procurement staff (to increase property procurement), tenancy sustainment staff, IT and premises.
- 2.28. The Council proposes to fund 2 new posts within Capital Letters using the Flexible Homelessness Support Grant (FHSG) by transferring funds on an annual basis to Capital Letters for the company to directly recruit to these posts for the duration of the scheme. For the first year up to £102k to be

transferred to cover the cost of the salary and all on-costs/overheads. Capital Letters increase salaries in April each year based on the rate approved by the Board.

- 2.29. The new staff will be directly employed by Capital Letters on their terms and conditions.
- 2.30. This cost will be offset by reductions in the costs of procurement which benefit from the MHCLG top-sliced grant contribution available to Capital Letters. The current in-house Procurement Team which consists of 1 Team Manager (whose responsibility is split between procurement and management of the properties) and 3 Procurement Officers will continue to procure much needed private sector lease temporary accommodation, emergency accommodation and some private rented sector offer (PRSO) properties where an existing landlord that they already work with prefer the scheme. They will also continue to facilitate the relationship between landlords and homeless households who find their own private rented accommodation as a housing solution.
- 2.31. Over the last three financial years, the in-house Procurement Team secured the following number of total private rented sector offers (PRSO) which was used for the prevention and relief of homelessness and to end a main homelessness duty:
- |                 |    |
|-----------------|----|
| 2018/19         | 31 |
| 2019/20         | 56 |
| 2020/21 to date | 26 |
- 2.32. Capital Letters is no longer a leap of faith but a proof of concept. The first phase boroughs have worked closely with the Capital Letters team to obtain agreement on key documents such as Service Level Agreement and incentive packages, and to develop working processes and procedures. As a result, Capital Letters is fully operational, with all processes and procedures in place and a functioning IT system which means the third phase boroughs will benefit from the opportunity immediately on joining.
- 2.33. It is expected that the Council will benefit from approximately 200 placements - the target for each Housing Negotiator is 100 properties per year, although this is pro rata depending on when they commence employment with Capital Letters.
- 2.34. Therefore, membership of Capital Letters will enable Harrow to secure more PRS properties than historically procured. In addition, these properties will be within or close to Harrow in London. The properties will be used for the prevention and relief of homelessness or to end a main homelessness duty. This will reduce the need to place families in temporary accommodation or in PRS accommodation further away or outside London.

- 2.35. Capital Letters set an annual target for each member based on the number of staff contributed at the start of the financial year (or pro rata for part-years). The boroughs also confirm what type of properties and bedroom size they require for each year. This is then divided into a monthly rolling target. Properties are procured by Housing Negotiators “blind” (i.e. they don’t know which Borough the property will be offered to); the properties are inputted into the computer system and the algorithm determines which Borough the property will be offered to. The first criteria is based on geography – which borough is the property located in; they also use a proxy of an hours travel on public transport during peak time to determine location. The second criteria is the fulfilment of the borough’s monthly target. If the target has been met, then the property is offered to a neighbouring borough.
- 2.36. Capital Letters’ Area Managers meet with each member monthly to review performance and target achievement. If a monthly target is not met, it rolls over into the next month, which then prioritises the Borough for allocations. The algorithm can also be manually overridden to ensure members receive their fair allocation of properties and/or to meet specific needs such as adapted properties.
- 2.37. Capital Letters also provides a tenancy sustainment service which is an integral part of the offer, enabling households to successfully maintain their tenancies, thus avoiding repeat homelessness, whilst also giving landlords confidence about the security of their income and condition of the property.
- 2.38. If the Council approves the recommendation to join and become a member of Capital Letters, then the subsidy from the MHCLG grant and the tenancy sustainment service should result in cost reductions, especially when extrapolated over a significant number of placements and improve outcomes for homeless households.

### **3. Implications of the Recommendation**

#### **Environmental Implications**

- 3.1. No specific adverse environmental impacts have been identified resulting from the proposals contained in this report.

#### **Data Protection Implications**

- 3.2. Capital Letters and its operations must be GDPR compliant - all Members are London Boroughs and London Councils and so are experienced at dealing with data sharing protocols and GDPR. All operations will be GDPR compliant and signed off by Harrow’s information governance team.

#### **Consultation**

- 3.3. The proposals have been developed in conjunction with and supported by MHCLG, GLA, London Councils, the 33 London Boroughs, including the

London Councils' Housing Directors Group and London Councils' Leaders Group

- 3.4. Consultation with service users is not planned at this current time. Capital Letters would only procure within London, in areas where the existing Procurement team are already active, meaning there should be minimal effect on service users.

## Risk Management Implications

Risk	Mitigation
<p>The company does not deliver the required number of properties</p>	<p>The council is proposing to use the company to secure PRS properties for the prevention and relief of homelessness or to end a main homelessness duty. This is a proportion of the overall homelessness function activity which will still be undertaken in-house and this risk has been mitigated by retaining Procurement staff in Housing Needs Service to ensure that existing supply can be maintained.</p> <p>If Capital Letters does not work, the Council can cease to be a Member of the Company by serving six months' written notice to do so.</p>
<p>The company encounters financial difficulties and ceases to operate</p>	<p>The company has been established as a private company limited by guarantee, owned and managed by the boroughs who constitute limited liability members of the company. The risk to the Council is minimal as the liability is limited to £1. The company is required to have sufficient funds to cover their credit and any redundancy costs if they cease to operate. The company is also Teckal compliant, meaning that it complies with Contracts Regulations and European Law.</p> <p>The rights over the properties and responsibilities towards the households would need to be negotiated with Capital Letters and the legal owners of the properties and this would be done in accordance to the framework of the</p>

	homelessness legislation and the Councils duty to the household.
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## Procurement Implications

- 3.5. The recommendations set out in this report have no direct procurement implications.
- 3.6. The Contract Procedure Rules (CPRs) at 4.5.2 state that any purchase or sale of a property, interest in land and/or lease transaction is out of the scope of the CPRs. Where any procurement is required as a result of the recommendations set out in this report it will be conducted compliant with the Public Contract Regulations 2015 and the Council's CPRs.

## Legal Implications

- 3.7. Where the Council determines under the provisions of the Housing Act 1996 Part VII (as amended) that a person/household is eligible for assistance, homeless, in priority need and not homeless intentionally, it has a duty to secure suitable accommodation (unless it refers the applicant to another authority under the local connection provisions): s193(2), s206(1). The suitability of accommodation is governed by s210 of the 1996 Act, the Homelessness (Suitability of Accommodation) Order 1996 (SI 1996/3204) and by the Homelessness Code of Guidance for Local Authorities.
- 3.8. When discharging their housing duties under Part VII, an authority must, so far as reasonably practicable, secure that accommodation is available for the applicant's occupation in their own district: s208(1) of the 1996 Act.
- 3.9. The Localism Act 2011, in force in England on 9 November 2012, introduced provision for the Council to discharge its housing duty to statutory homeless households by offering a tenancy in the private rented sector. Any private rented sector offer must be suitable and must comply with the provisions of the Homelessness (Suitability of Accommodation) Order 1996.
- 3.10. The proposal will deliver additional accommodation for discharge of the Council's housing duty. However, there are no proposed changes to current processes and no change to the eligibility criteria for these households accessing accommodation through the Housing Needs Service.
- 3.11. The company is being established under the general power of competence contained in section 1 of the Localism Act 2011. This gives the power to the Council to be a member of the company.

## Financial Implications



- 3.12. Capital Letters (CL) is a not-for-profit company which is collectively owned by boroughs and supported by £38 million of grant funding from the Ministry of Housing, Communities and Local Government (MHCLG), and aims to improve the availability of housing options by reducing competition between councils. This collaborative approach will enable boroughs to access more accommodation across London and will provide a framework for placing households as close as possible to their home borough. CL has submitted a business case to MHCLG to extend the Grant period for another 2 years until 2023/24 and is awaiting formal approval.
- 3.13. The main financial benefit of taking membership and joining CL, is to access Ministry of Housing, Communities and Local Government (MHCLG) funding and increase the number of private sector properties sourced to reduce the need for Temporary Accommodation. The Council will fund 2 officers within CL using £102K of Flexible Housing Support Grant (FHSG) and these will be supplemented by 36 housing negotiators. It is proposed that MHCLG will contribute £750 in incentive payments per property. For LBH, it is assumed this will be 200 properties in 2021/22.
- 3.14. The company has been established as a private company limited by guarantee, owned and managed by the boroughs who constitute limited liability members of the company. The liability is limited to £1.
- 3.15. Increased activity and cost are currently resulting in significant pressures on the Temporary Accommodation budget and the impact of legislative changes, high value voids and losses of regeneration units will put further significant pressure on the budget over future years. In order to mitigate these financial risks, the council is looking to discharge duty by moving clients into private sector accommodation. The Council therefore needs to secure property, both in and out of borough to meet this demand and the CL scheme represents a scheme that would increase the availability of property at a reduced cost through the MHCLG subsidy.
- 3.16. CL was set up in several phases, so that not all boroughs are required to join at once. Boroughs that do not join CL will still have properties procured by CL in their area but will not have access to them.
- 3.17. The cost of joining CL would be £102,000 (2 members of staff). This would be paid directly to Capital Letters who will recruit the staff. The cost of joining is offset by the anticipated savings of £150,000. The potential savings are set out below:

	Without Capital Letters	With Capital Letters	Proposed Saving
TA Budget			
2021/22	4,321,000	4,171,000	3.5%

- 3.18. The estimated gross saving from joining CL is 3.5%. At a minimum, Harrow will receive the number of properties procured the previous year with the level of resources being input into the company i.e. 56 units. However, it is

anticipated that significantly more than these properties will be procured in practice as per para 2.33, 100 per negotiator. It is difficult to accurately forecast the exact cost reduction because any calculation involves a significant number of assumptions, unknowns and variables. These cost reductions will not have a significant impact on the overspend currently forecasted by the council but should make a positive difference.

- 3.19. As per para 2,8, Member boroughs also have the option of transferring some or all of their existing private sector leased properties into CL, which as a private landlord is eligible for 100% Local Housing Allowance (LHA) from the Department of Work and Pensions, which is higher than the rate for borough-let temporary accommodation currently 90% of 2011 LHA levels. If, at a later date, the Council decides to acquire or transfer existing PSL portfolio into CL, a detailed cost benefit analysis will be carried out at the time to assess the merits of such a proposal.
- 3.20. The council would have to review its position as and when the subsidy rates change.
- 3.21. Membership can be reviewed annually and terminated with six months' notice.

## **Equalities implications**

- 3.22. Data held by the Council suggests that women, young people, and BAME communities are over-represented among those who are at risk or are homeless. Furthermore, individuals with these protected characteristics as well as those who identify as individuals with disabilities are known to be vulnerable to homelessness.
- 3.23. It is reasonable to anticipate that this initiative will benefit the groups identified above, while also improving outcomes for those who are more likely to have regular contact with services, such as female-headed lone parent households and individuals with long-term health conditions, by maximising service access continuity.
- 3.24. The proposal to join Capital Letters will enhance and support our current work to increase supply in the Private Rented Sector (PRS) and will be an additional tool to enable the Council to meet its statutory obligations under Homelessness legislation. The additional key benefits for service users will be in relation to the quality and location of accommodation, as well as the provision of tenancy sustainment support.
- 3.25. The council also has a statutory duty to ensure all temporary accommodation placements are suitable for the applicant and all members of their household. One key aspect of suitability is the location of placements. For example, ensuring placements consider a household's pre-existing links to employment, education and/or support networks. Capital Letters would attempt to place Harrow households "as locally as possible.

## **Council Priorities**

3.25. The decision to join Capital Letters will support the Council in delivering the following Corporate Priorities.

**a. Tackling poverty and inequality**

The additional accommodation will be affordable thereby providing accommodation to the most vulnerable in the Borough.

**b. Addressing health and social care inequality**

The additional accommodation will help to prevent homelessness and support residents with more local placements.

## **Section 3 - Statutory Officer Clearance**

**Statutory Officer: Dawn Calvert**

Signed by the Chief Financial Officer

**Date: 03/11/2020**

**Statutory Officer: Sarah Inverary**

Signed on behalf of the Monitoring Officer

**Date: 27/10/2020**

**Statutory Officer: Nimesh Mehta**

Signed by the Head of Procurement

**Date: 20/10/2020**

**Statutory Officer: Paul Walker**

Signed by the Corporate Director, Community

**Date: 27/10/2020**

## **Mandatory Checks**

**Ward Councillors notified: NO, as it impacts on all Wards**

**EqIA carried out: YES**

**EqlA cleared by: Dave Corby**

## **Section 4 - Contact Details and Background Papers**

**Contact:** Nick Powell, Divisional Director – Housing Services

Email: [Nick.Powell@harrow.gov.uk](mailto:Nick.Powell@harrow.gov.uk)

Telephone: 020 8424 1998

Beatrice Cingtho-Taylor, Interim Head of Housing Needs.

Email: [BeatriceAmia.Cingtho-Taylor@harrow.gov.uk](mailto:BeatriceAmia.Cingtho-Taylor@harrow.gov.uk)

**Background Papers:** None.

### **Call-in waived by the Chair of Overview and Scrutiny Committee**

**NO**

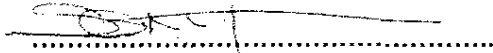
**Capital Letters (London) Limited (the Company)**

**Private company limited by guarantee**

**Company number: 11729699**

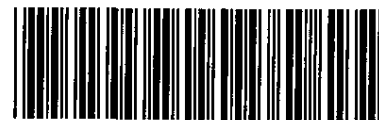
At a general meeting of the Company held at 59 ½ Southwark Street, London, SE1 0AL on 6<sup>th</sup> March 2019 the following resolution was proposed and passed as a special resolution:

That the articles of association shall be replaced in their entirety with the articles of association attached to the notice calling the meeting.

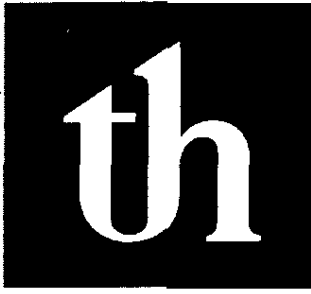


**Chair of the meeting**

MONDAY



A12 \*A81HH00G\* 18/03/2019 #67  
COMPANIES HOUSE



dated 6<sup>th</sup> March 2019

**CAPITAL LETTERS (LONDON) LIMITED**

**Articles of Association**

Company number:

**trowers & hamlins**

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**The Companies Act 2006**

**Company limited by guarantee and not having a share capital**

**Articles of Association**

of

**CAPITAL LETTERS (LONDON) LIMITED**

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**1 Interpretation and definitions**

In these Articles unless the context otherwise requires:

**the Act** means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force;

**Articles** means these Articles of Association;

**Board** means the board of Directors of the Company from time to time;

**Borough's Representative Body** means a board comprising the Voting Representatives as detailed in the Members Agreement;

**Chair** means the chair of the Board appointed pursuant to Article 21.10.1;

**Clear Days** means in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**Committee** means any committee constituted under the provisions of these Articles;

**Conflict of interest** has the meaning given in Articles 21.9.1 and 21.9.2;

**Director** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**Director Remuneration Policy** means such policy as may be approved by the Members in accordance with Article 8.2(d) and 21.6.2;

**electronic form** and **electronic** means have the meaning given in section 1168 of the Companies Act 2006;

**financial year** means the year commencing 1 April and expiring on the subsequent 31 March;

**Local Authority** means a local authority in England or Wales as defined in section 270 of the Local Government Act 1972;

**Member** means a person whose name is entered in the Register of Members of the Company and **Members** and **Membership** shall be construed accordingly;



**Members Agreement** means the agreement entered into between the Members to regulate their relationship as Members of the Company;

**Ordinary Resolution** has the meaning given in section 282 of the Companies Act 2006;

**Public Body** means a body governed by public law as defined in the Public Contracts Regulations and **Public Bodies** and **Non-Public Bodies** shall be construed accordingly;

**Public Contracts Regulations** means Public Contracts Regulations 2015 and any statutory modification or re-enactment thereof for the time being in force;

**Special Resolution** has the meaning given in section 283 of the Companies Act 2006;

**Subsidiary** has the meaning given by section 1159 of the Act;

**the United Kingdom** means Great Britain and Northern Ireland;

**Vice-Chair** means the vice-chair of the Board appointed pursuant to Article 21.10.1; and

**Voting Representative** means the individual appointed by each Member to attend, speak and vote at general meetings on its behalf in accordance with Article 12.5.

## 2 Interpretation

2.1 Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force on the date of incorporation of the Company.

2.2 In these Articles words importing individuals shall unless the context otherwise requires include corporations and words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.

## 3 Model Articles

These Articles shall apply to the Company in place of the Model Articles (attached in Schedule 2 to the Companies (Model Articles) Regulations 2008).

## 4 Name

The name of the company is Capital Letters (London) Limited (the **Company**).

## 5 Registered office

The Company's registered office is to be located in England and Wales.

## 6 Objects

6.1 The objects of the Company shall be:

6.1.1 to procure accommodation for homeless households and those at risk of homelessness by providing services in connection therewith to:

- (a) the Members; and
- (b) to any other customers as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) at all times as set out in Regulation 12 of the Public Contract Regulations;

6.1.2 to undertake the management of accommodation for homeless households and those at risk of homelessness; and

6.1.3 to provide such other services and undertake such other functions as are agreed by the Members from time to time.

6.2 The Company is not established or conducted for private gain and any surplus or assets are used principally for the benefit of the community. Its purpose shall be to fulfil its objects and whilst it is not a charity it will carry out its activities with charitable, benevolent and philanthropic aims in mind.

## 7 Powers

7.1 The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited by these Articles.

7.2 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action provided that no such Special Resolution invalidates anything which the Directors have done before the passing of Special Resolution.

7.3 Without limiting the powers described in Article 7.1 the Company shall have the power:

7.3.1 to purchase and maintain insurance for the benefit of any persons who are or were at any time Directors, officers or employees of the Company or any other company which is a Subsidiary or Subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or Subsidiary undertaking are or have been interested, indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;

7.3.2 to invest and deal with the monies of the Company not immediately required in such manner as may from time-to-time be determined and to hold or otherwise deal with any investments made, provided that the Company shall not have power to invest in any organisation which is a Member of the Company at the time the investment is made;

7.3.3 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the

Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company;

- 7.3.4 to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company, the running costs and administration of the Company, the employment of consultants and the reimbursement of Directors' expenses;
- 7.3.5 to employ and pay any employees, officers, and professional or other advisers and to pay its Directors;
- 7.3.6 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any Subsidiary, holding or fellow Subsidiary of the Company and of their spouses, widows or widowers, children and other relatives and dependants to lend money to any such employees or to trustees on their behalf or enable any such schemes to be established or maintained;
- 7.3.7 to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;
- 7.3.8 to do anything that a natural or corporate person can lawfully do which is necessary and expedient in furtherance of its objects unless prohibited in these Articles.

## **8 Application of income and property**

- 8.1 The income and property of the Company shall be applied solely in promoting the Company's objects.
- 8.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise other than the payment in good faith:
  - (a) of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company in return for any services rendered to the Company;
  - (b) of fees, remuneration or other benefit in money or money's worth to a company or other body corporate of which a Director may be a Member holding not more than 2% of the share capital and controlling not more than 2% of the voting rights at general meetings of such company or body corporate;
  - (c) to any Director of reasonable out-of-pocket expenses;

- (d) of reasonable and proper remuneration to any Director who is not an employee of the Company nor an employee or elected member of any Member in return for any services rendered to the Company or in respect of their role as Director in accordance with a Director Remuneration Policy approved by the Members;
- (e) of reasonable and proper rent for premises demised or let by any Member;
- (f) of reasonable and proper interest on money lent by any Member;
- (g) of any indemnities to Directors or other officers of the Company under Article 24.1 and any premium in relation to insurance in respect of liabilities of Directors and other officers of the Company in accordance with Article 24.2; or
- (h) subject to prior approval of all Members, to Members (and any former Member(s) which contributed to a distributable surplus within the preceding five years) of any surplus of the Company.

**9 Limited liability**

The liability of the Members is limited.

**10 Members' guarantee**

Each Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while they are a Member of the Company or within one year after they cease to be a Member of the Company for payment of the debts and liabilities of the Company contracted before they cease to be a Member of the Company and of the costs charges and expenses of winding up such amount as may be required not exceeding one pound.

**11 Winding up**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever such property shall be divided between the Members (whose names appear in the register of Members at the date of winding up or dissolution) and any former Member(s) which contributed to the surplus within the five years preceding such winding up or dissolution. The division shall be proportionate to the total contribution to such surplus by each Member or former Member (based on a reasonable relationship between the former Member(s) contribution and the distributable surplus) prior to the date of winding up or dissolution. For the purposes of this Article a certificate in writing signed by the duly appointed auditors for the time being of the Company as to the proportions in which any property is to be divided will be sufficient.

**12 Admission of Members and cessation of Membership**

12.1 The subscriber shall be the first Member of the Company. Subsequent Members shall be appointed by the continuing Members from time to time.

12.2 The Members may admit any other Public Body to Membership on receiving:

- 12.2.1 a written application confirming that it agrees to be bound by the provisions of the Articles; and
- 12.2.2 where a Members' Agreement has been entered into, a signed deed of adherence to the Members' Agreement
- from any such body.
- 12.3 A Public Body shall only be admitted as a Member if they agree to ensure that at least 50% of the total procurement for that body of dwellings to support the discharge of that body's statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) is to be procured by the Company.
- 12.4 The rights powers and obligations of each Member under these Articles shall take effect on the admission of that organisation to Membership.
- 12.5 Each Member shall nominate a person to act as its representative in the manner provided in Section 323 of the Act. Such representative shall have the right on behalf of the Member to attend meetings of the Company and vote thereat and to exercise all rights of Membership on behalf of the Member. The relevant Member may by written notice to the Company revoke the nomination of such representative and may nominate another representative in his/her place.
- 12.6 The rights of each Member shall be personal and shall not be transferable and shall be exercisable only by the Member or its Voting Representative.
- 12.7 Membership shall not be transferrable.
- 12.8 A Member shall cease to be a Member of the Company if (i) it serves no less than six months' written notice to do so or (ii) is removed or expelled for any reason by ordinary resolution of the Members passed at a General Meeting or under any agreement entered into between the Members from time to time and (iii) if at any time the Member ceases to be a Public Body or (iv) otherwise in connection with these Articles and the noting of the cessation of Membership in the Company's register of Members shall be conclusive in this regard.
- 12.9 At the end of each financial year, the Members shall each confirm to the Company (in a form that shall be agreed by the Members from time to time) the percentage of its total procurement for that Member of dwellings to support the discharge of its statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) that was undertaken via the Company that financial year. In the event that this percentage is less than 50% the Members have, at their discretion, the ability to terminate the Member's Membership.
- 12.10 The decision to terminate a Member's Membership in accordance with article 12.9 shall be taken at a meeting of the Members (i) called on no less than 7 clear days' notice; (ii) attended in person or by proxy by at least 50% of the Members (excluding the Member whose Membership is being considered for termination); and (iii) made by no less than 50% of the total Members excluding the Member whose membership is being considered for termination.

12.11 In the event that a Member's Membership is terminated pursuant to article 12.9 the Membership shall terminate immediately upon the decision having been taken.

### 13 **General meetings and resolutions**

13.1 The Company shall once in every calendar year hold a general meeting which for the purposes of these Articles shall be called the annual general meeting. The Directors may call general meetings and on the requisition of any two or more Members shall forthwith proceed to convene a general meeting as required pursuant to the provisions of Section 304 of the Act.

13.2 Any general meeting not called on the requisition of a Member pursuant to Article 13.1 shall be called by at least twenty-one Clear Days' notice or by shorter notice if it is so agreed by not less than 75% of the Members. The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and if it is anticipated that Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. The notice shall be given to all Members and to the Directors and to the Company's auditors.

13.3 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

13.4 A Director shall be entitled to attend and speak at any general meeting.

13.5 The chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

13.6 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

13.7 A person is able to exercise the right to vote at a general meeting when:

13.7.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

13.7.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all other persons attending the meeting.

13.8 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

13.9 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

13.10 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

13.11 No business shall be transacted at any general meeting unless a quorum is present. 50% of all Members present by their Voting Representative or by proxy shall be a quorum.

- 13.12 If a quorum is not present within half an hour from the time appointed for a general meeting it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Members present decide.
- 13.13 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum.
- 13.14 An entry in the minutes of any general meeting stating that a resolution has been passed or not passed shall be conclusive evidence of the fact.

#### 14 **Chair at General Meetings**

- 14.1 The Borough's Representative Body shall appoint one of their number to be the chair of the Borough's Representative Body and may also appoint up to two of their number to be the vice-chairs of the Borough's Representative Body. It is anticipated that the chair and vice-chairs of the Borough's Representative Body shall hold office for four years or such other period as may be determined by the Borough's Representative Body or unless they are removed by the Borough's Representative Body at any point during their term of office.
- 14.2 The chair of the Boroughs' Representative Body or in his/her absence one of the vice-chairs of the Borough's Representative Body shall chair general meetings. If none are present within fifteen minutes after the time appointed for holding the meeting or are unwilling to act, the Voting Representatives present shall elect one of their number to chair that meeting.

#### 15 **Adjournments**

- 15.1 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the original meeting. It shall not be necessary to give notice of the adjourned meeting unless it is adjourned for fourteen days or more when at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.
- 15.2 The chair of the meeting may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either to a time and place to be determined pursuant to Article 15.3 or to such other time and place as he/she may decide if the unruly conduct of persons attending the meeting is preventing the orderly holding or continuance of the meeting.
- 15.3 When a meeting is adjourned pursuant to Article 15.2 without a decision to a new time and place, the time and place for the adjourned meeting shall be fixed by the Board. It shall not be necessary to give any notice of the adjourned meeting unless it is adjourned for fourteen days or more when at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

## 16 **Votes of Members**

16.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is demanded either before the meeting or on the declaration of the result of the show of hands. Subject to the provisions of the Act, a poll may be demanded:-

16.1.1 by the chair of the meeting; or

16.1.2 by any Member having the right to vote at the meeting;

16.1.3 and a demand by a person as proxy for a Member shall be the same as a demand by a Member.

16.2 On a show of hands every Member present by its Voting Representative shall have one vote. On a poll every Member present by its Voting Representative or by proxy shall have one vote.

16.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not have a casting vote.

16.4 Unless a poll is demanded, a declaration by the chair of the meeting that a resolution has been passed or not passed unanimously, or by a particular majority, or passed, or not passed by a particular majority shall be final and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

16.5 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

16.6 A poll shall be taken immediately. The results of the poll shall be the resolution of the meeting at which the poll was demanded.

16.7 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final.

## 17 **Written Resolutions**

A written resolution may be passed in accordance with the Act.

## 18 **Reserved Matters**

Notwithstanding the provisions of Articles 16 to 17 inclusive, all resolutions that relate to a matter described in the Members' Agreement as a reserved matter or equivalent shall be passed by no less than 75% of the Members.



19 **Appointment of Proxies**

19.1 An appointment of a proxy shall be in writing, signed by or on behalf of the appointor and shall be in the following form (or in any other form which the Board may approve):-

[Name of the Company]

I/We,

being a Member/Members of the above-named Company, hereby appoint

of

or, failing him/her,

of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be

held on \_\_\_\_\_, and at any adjournment thereof.

Signed .....

Date .....

19.2 Where it is desired to afford Members an opportunity of instructing the proxy how he/she shall act the document appointing a proxy shall be in the following form (or any other form which the Board may approve):

[Name of the Company]

I/We

being a Member/Members of the above-named Company, hereby appoint

of

or, failing him/her,

of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company

to be held on \_\_\_\_\_, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution Number 1 \*for \*against Resolution Number 2 \*for \*against

\*strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed .....

Date .....

19.3 The document appointing a proxy and any authority under which it is signed or a copy of such authority certified notarially or in some other way approved by the Board shall be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. An instrument of proxy which is not deposited or delivered in this manner shall be invalid.

19.4 A vote given or poll demanded by proxy or by the Voting Representative of a Member shall be valid unless termination of the proxy or representative's authority is received by the Company at its registered office or the place at which the meeting is due to be held before the meeting begins.

## 20 **Amendments to resolutions**

20.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if –

20.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

20.1.2 the proposed amendment in the reasonable opinion of the chair of the meeting:

- (a) does not, materially alter the scope of the resolution
- (b) is no more onerous on the company and
- (c) does not have the effect of negating the substantive resolution.

20.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if –

20.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

20.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

20.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

## 21 **Directors**

### 21.1 **Methods of appointing Directors**

21.1.1 The number of Directors at any time shall be no less than three and no more than twelve.

- 21.1.2 Directors shall be appointed in accordance with an appointment policy adopted by the Boroughs' Representative Body from time-to-time.
- 21.1.3 The individuals appointed by the Members to be the Chair and Vice-Chair in accordance with Article 21.10.1 shall become Directors on their appointment to those positions and shall cease to be Directors on ceasing to hold that position.
- 21.1.4 The Directors may invite up to three persons as they deem appropriate to attend and (if appropriate) speak at Board meetings. Any such invitation may be made on such terms as the Board may determine and may be revoked at any time. *Provided that such attendees shall not be Directors and may not count towards the quorum or vote on any matter discussed by the Board.*

**21.2 Disqualification of and cessation of office for Directors**

- 21.2.1 A person shall be ineligible for appointment to the Board and if already appointed shall immediately cease to be a Director if the relevant individual:
- (a) ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a company director; or
  - (b) is or becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
  - (c) a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
  - (d) resigns his/her office by written notice to the Company; or
  - (e) is removed in accordance with the provisions of the appointment policy adopted by the Directors from time-to-time; or
  - (f) is removed from office by a resolution of or written notice signed by not less than three quarters of all the other Members from time to time; or
  - (g) has been absent without permission of the Board from three consecutive meetings of the Board (including meetings of any Committee of which that Director is a member) and the Board resolves that his/her office be vacated; or
  - (h) in the case of an individual who has become a Director because of their appointment as Chair or Vice-Chair, they cease to be the Chair or Vice-Chair;
  - (i) is an employee of the Company or of a Member of the Company, or of a Subsidiary or associate of the Company or of a Member, and at any time ceases to be so employed.

**21.3 Powers of the Board**

Subject to:

- (a) the provisions of the Act;
- (b) any resolution from time to time of the Members in accordance with these Articles; and
- (c) these Articles;

the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of these Articles and no resolution of the Members shall invalidate any prior act of the Board which would have been valid if that alteration or resolution had not been made. The powers given by this Article 21.3 shall not be limited by any special power given to the Board by these Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

#### **21.4 Delegation of Directors' powers**

- 21.4.1 The Board may delegate in writing any of its powers to any Committee consisting of two or more Directors together with such other persons as the Board sees fit.
- 21.4.2 The Board may delegate in writing to a Director or to any officer such of their powers as they consider desirable to be exercised by such person. Any such delegation may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions the proceedings of any Committee shall be governed by the provision of these Articles insofar as they apply to proceedings of the Board.

#### **21.5 Alternate Directors**

No Director shall be entitled to appoint any person as an alternate Director.

#### **21.6 Directors' expenses**

- 21.6.1 Directors may be paid all expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings of the Company or otherwise in connection with the discharge of their duties and such other sums as may be determined by the Members of the Company.
- 21.6.2 Directors who are not employees of the Company nor employees or elected members of any Member may be paid reasonable and proper remuneration in return for any services rendered to the Company or in respect of their role as Director in accordance with a Director Remuneration Policy approved by the Members.
- 21.6.3 Where any Director is an elected member of a local authority that is a Member then such a Director may only be paid such fees and/or expenses as are permitted by the Local Authorities (Companies) Order 1995.

21.6.4 Where any Director is an officer of a local authority that is a Member then they may only claim expenses from their local authority and not from the Company and shall not be entitled to any fee from the Company.

#### 21.7 **Directors' appointments and interests**

A Director may not have any financial interest personally or as a Member of a firm or as a director or senior employee (being an employee with managerial status) or in any contract or other transaction of the Company unless it is permitted by these Articles.

#### 21.8 **Proceedings of Directors**

21.8.1 Subject to these Articles the Board may regulate their proceedings as they think fit.

21.8.2 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

21.8.3 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

21.8.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

21.8.5 The Board shall hold at least four meetings a year. Meetings called under this Article shall be convened on not less than fourteen Clear Days' notice.

21.8.6 Any Directors may, by notice in writing given to the Company, requisition a meeting of the Board. In such circumstances it shall be the duty of the Company to convene such a meeting as soon as is reasonably practicable.

21.8.7 The quorum for the transaction of business of the directors shall be no less than 50% of the total number of Directors.

21.8.8 If a quorum is not present within half an hour from the time appointed for a Board meeting the Board meeting shall if requested by a majority of those Directors present be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors present may determine.

21.8.9 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting then the adjourned meetings shall if requested by a majority of those Directors present be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors present may determine.

- 21.8.10 If at the meeting adjourned pursuant to Article 21.8.9 a quorum is not present within half an hour from the time appointed for the adjourned meeting then notwithstanding Article 21.8.6 at least two Directors present shall constitute a quorum.
- 21.8.11 Save as expressly provided in these Articles questions arising at a Board meeting shall be decided by a majority of votes and each Director present in person shall be entitled to one vote. In the case of an equality of votes at any Board meeting the Chair shall not have a second or casting vote.

## 21.9 Conflicts of interest

- 21.9.1 Any Director having an interest in any arrangement between the Company and another person or body shall before the matter is discussed by the Board or any Committee of which they are a Member disclose that interest to the meeting
- 21.9.2 Unless the interest is of the type specified in Articles 21.9.3 or 21.9.4 the Director concerned shall not remain present during the discussion of that item unless requested to do so by the remaining Members of the Board or Committee of the Board. Unless permitted by Articles 21.9.3 or 21.9.4 the Director concerned may not vote on the matter in question but no decision of the Board or any Committee of the Board shall be invalidated by the subsequent discovery of an interest which should have been declared.
- 21.9.3 A Director may remain present during the discussion and may vote on the matter under discussion where the interest arises only by virtue of the fact that:
- (a) the Director is a director or other officer of a company or body which is a Subsidiary undertaking of the Company as such term is defined in Section 1162 of the 2006 Act; or
  - (b) the Director is a director or other officer of a company or body which is a Member of the Company.
- 21.9.4 A Director shall not be treated as having an interest:
- (a) of which the Director has no knowledge and of which it is unreasonable to expect him/her to have knowledge;
  - (b) in the establishment of a policy in respect of Director expenses or in any resolution relating to the remuneration of Directors.
- 21.9.5 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a director of the duty to avoid conflicts of interest set out in that section of the Act. Any reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 21.9.6 Authorisation of a matter under Article 21.9.5 shall be effective only if:

- (a) the matter in question shall have been proposed in writing for consideration by the Directors, or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Directors (together the Interested Directors); and
  - (c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 21.9.7 Unless otherwise determined by the Directors (excluding the Interested Directors), any authorisation of a matter under Article 21.9.5 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 21.9.8 Any authorisation of a matter under Article 21.9.5 shall be on such terms and/or conditions as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the Interested Directors from all information and discussion of the matter in question. A Director shall comply with any obligations imposed on him/her by the Directors (excluding the Interested Directors) pursuant to any such authorisation.
- 21.9.9 If a Director receives or has received any information otherwise than by virtue of his/her position as a Director and in respect of which he/she owes a duty of confidentiality to another person, the Director is under no obligation to:
- (a) disclose any such information to the Company, the Directors or any other Director or employee of the Company; or
  - (b) use or apply any such information in connection with the performance of his/her duties as a Director;
  - (c) provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the Director of the duty to avoid conflicts of interest set out in section 175 of the Act, this Article shall apply only if such situation or relationship has been authorised by the Directors under Article 21.9.5.
- 21.9.10 A Director shall not, save as otherwise agreed by him/her, be accountable to the Company for any benefit which he/she (or a person connected with him/her) derives from any matter authorised by the directors under Article 21.9.5 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

21.9.11 All acts done by the Board or by a Committee of the Board or by a person acting as a Director shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any Director was disqualified from holding office or had vacated office or was not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

21.9.12 If a question arises at a meeting of the Board as to the right of a Director to vote the question may before the conclusion of the meeting be referred to the Chair or in his/her absence the Chair of the meeting and his/her ruling shall be final and conclusive.

#### **21.10 Appointment of Chair of the Board**

21.10.1 As soon as practicable after incorporation, and thereafter immediately prior to the conclusion of each annual general meeting the Members shall by ordinary resolution appoint one individual to become the Chair of the Board and another to become the Vice-Chair of the Board and both shall become Directors on appointment to those roles. Those individuals shall hold office until they are either reappointed or until another Chair or Vice-Chair of the Board is appointed or they are removed by ordinary resolution of the Members.

21.10.2 The Director so appointed as Chair shall preside at every meeting of the Board at which he/she is present. If there is no Director holding that office or if the Director holding it is not present within fifteen minutes after the time appointed for the meeting the Vice-Chair shall preside. If neither the Chair or Vice-Chair are available, then the Directors present may appoint one of their number to be chair of the meeting.

#### **21.11 Written resolutions of the Board**

21.11.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

21.11.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

21.11.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

21.11.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

#### **21.12 Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors and of all proceedings at meetings of the Company



## 22 Means of communication to be used

- 22.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 22.2 Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 22.3 A Director may agree with the company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## 23 Notices

- 23.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing.
- 23.2 The Company may give any notice to the Members either personally, or by sending it by post in a prepaid envelope addressed to the Members at their registered address, or by leaving it at that address, or by suitable electronic means in accordance with the provisions of the Act.
- 23.3 The Members present by their Voting Representative at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.
- 23.4 Proof that an envelope containing a notice was properly addressed prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or 24 hours after being sent by electronic means or delivered by hand to the relevant address, or on being handed to a Member's Voting Representative or Director personally, or as soon as the Member or Director acknowledges actual receipt.

## 24 Indemnity

- 24.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto including any liability incurred by him/her in defending any proceedings whether civil or criminal in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him/her and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his/her office or in relation thereto provided that this Article 24.1 shall only have effect in so far as its provisions are not avoided by Section 232 of the Act.
- 24.2 The Board shall have power to purchase and maintain for any Director or officer of the Company insurance against any such liability as is referred to in Section 232 of the Act.

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**dated**

**2019**

- (1) London Borough of Barking and Dagenham**
- (2) London Borough of Bexley**
- (3) London Borough of Brent**
- (4) London Borough of Croydon**
- (5) London Borough of Ealing**
- (6) London Borough of Hammersmith and Fulham**
- (7) London Borough of Haringey**
- (8) The Mayor and Burgesses of the London Borough of Lewisham**
- (9) London Borough of Redbridge**
- (10) London Borough of Southwark**
- (11) London Borough of Tower Hamlets**
- (12) London Borough of Waltham Forest**
- (13) City of Westminster**

**Members' Agreement for Capital Letters (London) Limited**

**trowers & hamlins**

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# Members' Agreement

dated 2019

## Parties

- (1) **London Borough of Barking and Dagenham** of Town Hall, 1 Town Square, Barking, Essex IG11 7LU (**Member 1**);
  - (2) **London Borough of Bexley** of Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7A (**Member 2**);
  - (3) **London Borough of Brent** of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ (**Member 3**);
  - (4) **London Borough of Croydon** of Bernard Weatherhill House, 8 Mint Walk, Croydon, CR0 1EA (**Member 4**);
  - (5) **London Borough of Ealing** of Perceval House, 14-16 Uxbridge Road, Ealing, W5 2HL (**Member 5**);
  - (6) **London Borough of Hammersmith and Fulham** of Town Hall, King Street, London W6 9JU (**Member 6**);
  - (7) **London Borough of Haringey** of River Park House, 225 High Road, London N22 8HQ (**Member 7**);
  - (8) **The Mayor and the Burgesses of the London Borough of Lewisham** of Laurence House, Catford, London, SE6 4RU (**Member 8**);
  - (9) **London Borough of Redbridge** of Town Hall, 128-142 High Road, Ilford, IG1 1DD (**Member 9**);
  - (10) **London Borough of Southwark** of 160 Tooley Street, London SE1 2QH (**Member 10**);
  - (11) **London Borough of Tower Hamlets** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (**Member 11**);
  - (12) **London Borough of Waltham Forest** of Town Hall, Forest Road, Walthamstow, London E17 4JF (**Member 12**);
  - (13) **City of Westminster** of 5 Strand, London WC2N 5HR (**Member 13**);
- and
- (14) **Capital Letters (London)Limited** (registered number 11729699) whose registered office is at Town Hall, 2<sup>nd</sup> Floor, Mulberry Place, 5 Clove Crescent, London, E14 2BH (**the Company**)

## Introduction

- (A) The Company was incorporated in England and Wales as a private company limited by guarantee on 17<sup>th</sup> December 2018 under the Companies Act 2006.

- (B) The Company is a *Teckal* company fulfilling the conditions set out in Regulation 12(4) of the Public Contracts Regulations 2015. The Company is subject to management supervision by the Members in the terms set out in this Deed. As such, the Company is a body governed by public law as defined in the Public Contracts Regulations 2015.
- (C) The Members have established the Company as a vehicle through which services are delivered to the Members; and to any other customers as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and shall not exceed the threshold as set out in Regulation 12 of the Public Contract Regulations at all times.
- (D) The Members are local authorities exercising their powers under section 1 Localism Act 2011 when establishing the Company.
- (E) The Members wish to participate as Members in the Company and have agreed to enter into this Deed for the purpose of regulating their relationship with each other and the Company as provided herein.
- (F) The Company has agreed with the Members that it will comply with the terms and conditions of this Deed insofar as they relate to the Company.
- (G) Critical management decisions are reserved to the Members and these are set out in Schedule 1 to this Deed.

## **Agreed terms**

### **1 Definitions and Interpretation**

In this Deed:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

**Act** means the Companies Act 2006;

**Annual Business Plan** means a business plan in a form to be approved by the Members setting out the implementation, over a particular Financial Year, of the strategic objectives of the Company in relation to the Business as described in the Service Plans, to include budgets, expenses (including any administrative expenses) and projected financial results for such Financial Year;

**Application for Membership and Deed of Adherence** means an application for membership of the Company and deed of adherence to this Deed in the form set out at Schedule 2;

**Articles** means the articles of association of the Company as adopted (as may be amended from time to time);

**Board** means the Directors of the Company, or such of those Directors present at a duly convened meeting of the Directors at which a quorum is present in accordance with the Articles;

**Business** means the business of the Company (including any Subsidiaries) as described in clause 4 and/or such other business as the Members may unanimously agree from time to time in writing should be carried on by the Company;

**Boroughs' Representative Body** means a board comprising the Voting Representatives as described in clause 3;

**Business Day** means any day (other than a Saturday or Sunday) or a bank or public holiday in England and Wales;

**Completion** means the performance by the parties of their respective obligations under clause 5;

**Confidential Information** means any financial or other information in respect of the Company or the Business or the Members (in the case of the Company) or any other Member (in the case of a Member) or any matter subject to or in connection with this Deed;

**Deed of Adherence** means a deed of adherence to this Deed in the form set out at Schedule 2 or such other form as the Members may prescribe;

**Director** means any duly appointed director of the Company from time to time;

**Encumbrance** means any mortgage, charge, pledge, lien, assignment by way of security, option, refusal, other preferential arrangement, third party right or interest, security interest of any kind or other arrangement having similar effect;

**Financial Year** means the year commencing 1 April and expiring on the subsequent 31 March;

**FOIA** means the Freedom of Information Act 2000;

**Information** has the meaning given under section 84 of the FOIA;

**Lease Assignment Documents** means the assignment documents assigning leases held by a Member to the Company.

**London Councils** means the cross-party organisation that represents that represents London's 32 local authorities;

**Member(s)** means any body or person admitted to Membership from time to time in accordance with the Articles and this Deed;

**Normal Trade Credit** means the credit which arises when a supplier of goods and/or services allows the Company to pay for those goods and/or services at a date which is later than the date upon which they are supplied to the Company;

**Operational Date** means the date upon which the Company commences the provision of the Services;

**Ordinary Resolution** has the meaning given to it by section 282 of the Act;

**Project Documents** means the documents agreed between the Members relating to the operation and funding of the Company including (as applicable) the Service Level Agreement, the Secondment Agreement and the Lease Assignment Documents;

**Public Body** means a body governed by public law as defined in the Public Contracts Regulations and **Public Bodies** and **Non-Public Bodies** shall be construed accordingly

**Public Contracts Regulations** means Public Contracts Regulations 2015 and any statutory modification or re-enactment thereof for the time being in force;

**Request for Information** shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations 2004;

**Reserved Matter** means any of the individual management decisions reserved to the Members and requiring the percentage approval listed in Schedule 1;

**Secondment Agreement** means the agreement between the Member and the Company for the secondment of employees from the Member to the Company;

**Services** means the services that make up the Business of the Company to be delivered by the Company under any Service Level Agreement;

**Service Level Agreement** means a service level agreement made between any Member and the Company for the delivery of Services;

**Service Plan** means the plan agreed on a rolling three year basis between the Company and each Member detailing the Services; and

**Subsidiary** has the meaning given to it by section 1159 of the Act.

- 1.2 references to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in such statute or provisions, and to any subsequent statute or the corresponding provisions of any subsequent statute in force at any time prior to the date of this Deed directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provisions which are in force prior to the date of this Deed;
- 1.3 references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;
- 1.4 references to clauses, Schedules and Annexures are to clauses of and the Schedules and Annexures to this Deed;
- 1.5 the Schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed;
- 1.6 the headings to the clauses of this Deed and to the paragraphs of the Schedules will not affect its construction;



1.7 any phrase in this Deed introduced by the term **include, including, in particular** or any similar expressions which will be construed as illustrative and will not limit the sense of the words preceding that term.

## 2 **Consideration**

In consideration of the mutual agreements and undertakings set out in this Deed the parties have granted the rights and accepted the obligations in this Deed.

## 3 **Delegated Authority**

3.1 Each Member shall nominate one individual (**Voting Representative** as defined in the Articles) to represent that Member at general meetings of the Members, to cast the membership vote and to sign any resolution in writing on behalf of that Member (acting at all times within the bounds of the delegated authority and in accordance with the instructions of the appointing Member in respect of any such resolution).

3.2 Delegated authority shall be in writing in agreed form and served upon the Company.

3.3 A Member may change its Voting Representative from time to time provided that any change shall not take effect until notice has been duly served in writing on the Company.

3.4 The other Members, the Directors and the Company shall have the right to rely on any action taken by a notified Voting Representative acting within his/her delegated authority.

## 4 **Business Of The Company**

4.1 The Business of the Company is:

4.1.1 to procure accommodation for homeless households and those at risk of homelessness by providing services in connection therewith to:

(a) the Members; and

(b) to any other customers as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) at all times as set out in Regulation 12 of the Public Contract Regulations;

4.1.2 to undertake the management of accommodation for homeless households and those at risk of homelessness; and

4.1.3 to provide such other services and undertake such other functions as are agreed by the Members from time to time.

## 5 **Completion**

5.1 Completion shall take place immediately after the execution of this Deed when the parties shall take, or procure to be taken at Board and Members' meetings of the Company the following steps, to the extent not already taken:

- 5.1.1 the appointment of the Directors as appropriate; and
  - 5.1.2 the adoption of the agreed form articles of association as the Company's Articles.
- 5.2 Not later than the Operational Date the relevant Members and the Company shall enter into such of the Project Documents as each relevant Member considers necessary.

## 6 **Conduct Of The Company's Affairs**

6.1 Each Member covenants with the other Members that so long as this Deed remains in force and effect it will so far as it is reasonable for it to do so:

- 6.1.1 be just and true to the other Members and act in good faith;
- 6.1.2 as soon as practicable notify the Company of any matters of which it becomes aware which may affect the Company or the Business;
- 6.1.3 generally do all things necessary to give effect to the terms of this Deed;
- 6.1.4 take all steps available to it to ensure that it is represented at meetings of the Board or any committee of the Board or at general meetings so as to have the necessary quorum throughout;
- 6.1.5 consider the Company as a potential supplier for all activities that form part of the Business;
- 6.1.6 provide the Company by no later than 30 days following the end of each financial year with a report in writing on the percentage of that Member's total procurement of dwellings to support the discharge of their statutory responsibilities for homeless households (or those at risk of homelessness) that has been undertaken for it via the Company in that preceding financial year; and
- 6.1.7 keep the Company fully informed of its activities that are relevant to the Business and of any plans it may have to enter into a material contract with a third party for services that are similar to the Services or any of part of them.

6.2 Subject to clause 12 the Board shall be responsible for the day to day management of the Company in accordance with the Annual Business Plan and without prejudice to the generality of the foregoing shall:

- 6.2.1 transact all its business on arm's length terms;
- 6.2.2 maintain, with a well-established and reputable insurer, adequate insurance against all risks usually insured against by companies carrying on the same or a similar business and (without prejudice to the generality of the foregoing) for the full replacement or reinstatement value of all its assets of an insurable nature;
- 6.2.3 keep proper books of account and therein make true and complete entries of all its dealings and transactions of and in relation to the Business;

- 6.2.4 prepare its accounts in accordance with the Act and in accordance with all applicable accounting standards and principles and practices generally acceptable in the United Kingdom;
  - 6.2.5 prepare such accounts in respect of each accounting reference period as are required by statute and procure that such accounts are audited (where required) as soon as practicable and in any event not later than four months after the end of the relevant accounting reference period; and
  - 6.2.6 within 6 weeks after the end of each quarter (the first quarter starting on the date of this Deed), prepare quarterly management accounts (including once the first six months have elapsed budget forecasts by comparison to their respective business plans).
- 6.3 Any surpluses generated from providing Services to both Members and any third parties shall be applied solely in promoting the Company's objects.
- 6.4 Nothing in this Deed shall prevent the Company from providing services to non-members, provided that:
- 6.4.1 this does not impact on the Company's ability to provide the Services to any Member; and
  - 6.4.2 the services to non-members do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) so as to ensure the Company remains classified as a jointly controlled Teckal company pursuant to Regulation 12 of the Public Contract Regulations 2015.
- 6.5 In the event that the Company is dissolved any capital and assets available for distribution shall be divided between the Members and any former Member(s) in accordance with the provisions of the Articles.
- 6.6 The Company shall permit any Director to discuss the affairs, finances and accounts of the Company with any members, officers and executives at any time. All books, records, accounts and documents relating to the business and the affairs of the Company shall be open to the inspection of any such person, who shall be entitled to make any copies thereof as he/she or she deems appropriate to keep the relevant Member properly informed about the business and affairs of the Company or to protect its interests as a Member. Any confidential information secured as a consequence of such discussions and examinations shall be kept confidential by the requesting Member and its designated officers and executives in accordance with the terms of clause 17.
- 7 Member Rights**
- 7.1 Each Member shall have the right to cast one vote on any Member resolution (at a general meeting or in writing).

## 8 **Funding**

- 8.1 The Company will be funded through a combination of payment from tenants in respect of delivery of Services, payment from Members contracting with the Company for delivery of Services, payment from Government through grant payment.
- 8.2 Individual costs associated with delivery of Services in accordance with any contractual arrangements with the Members will be borne by the relevant Members.
- 8.3 Any additional operating costs (including applicable profit margin) will be attributed to the relevant Member where possible. Any such costs which cannot be directly allocated to a relevant Member will be apportioned according to the economic/service benefit derived by the relevant Members.
- 8.4 Any operational savings will be attributed to the relevant Member where possible. Any savings which cannot be directly allocated to a relevant Member will be apportioned according to the economic/service benefit derived by the relevant Members except for an amount which will be retained by the Company for future development or asset replacement as agreed by the Board.
- 8.5 For the avoidance of doubt, the reference to costs in clauses 8.2 to 8.4 includes any applicable profit margin of the Company from time to time and the parties confirm that the charging arrangements are not intended to amount to an exact reimbursement of costs overall.
- 8.6 Without prejudice to the provisions of clauses 8.1 to 8.5 above, the Company and the Business shall be financed by such sources as specified in the Annual Business Plan.
- 8.7 In the event that the Company requires additional finance from time to time, no Member shall be required to provide any such funding or to guarantee or provide any security or accept any other liability with respect to any borrowings by, or loan facilities made available to, the Company. Any requests for additional funding shall be considered in good faith by the Board and the Members on a case by case basis.

## 9 **Annual Business Plan**

- 9.1 The first Annual Business Plan shall be agreed between the Members and the Company not later than the Operational Date.
- 9.2 For each subsequent Financial Year:
- 9.2.1 the Company will (not less than 90 days prior to the beginning of such Financial Year) provide each Member with a draft Service Plan for consideration and the Company will (not less than 30 days prior to the beginning of such Financial Year) agree a Service Plan with each Member; and
- 9.2.2 the Board will (not less than 60 days prior to the beginning of such Financial Year) cause to be prepared a draft Annual Business Plan for such Financial Year for Board approval.
- 9.3 Where approval is required from the Members in accordance with clause 9.2, the Members will, not later than 30 days before the beginning of each Financial Year, consider

and seek to unanimously reaffirm the draft Annual Business Plan. If the Members cannot agree the draft Annual Business Plan then, notwithstanding that this matter is a Deadlock for the purposes of clause 13, the last approved version of the Annual Business Plan shall remain in full force and effect until such time that a plan is agreed by no less than 75% of the Members or the matter is resolved pursuant to the provisions of clause 13 and the last approved version of the Annual Business Plan shall continue to apply to the Business and the Company for the next Financial Year.

9.4 The " Members may consult with London Councils (in any way that may be determined by the Members from time to time) on the content of the Annual Business Plan to seek their views and comments. For the avoidance of doubt London Councils do not have the ability to approve or reject any aspect of the Annual Business Plan and their role shall be advisory only.

## 10 **Organisation of the Board**

10.1 Directors shall be appointed in accordance with an appointment policy adopted by the Company from time-to-time.

10.2 The Board may in its absolute discretion create sub-committees and delegate such responsibilities as it sees fit provided always that the provisions of clause 13 shall always apply.

10.3 Subject to clause 10.4, the Board shall have a Chair and a Vice-Chair, who shall be appointed in accordance with article 21.1 and Schedule 1.

10.4 The Director so appointed as Chair shall preside at every meeting of the Board at which he/she is present. If there is no Director holding that office or if the Director holding it is not present within fifteen minutes after the time appointed for the meeting the Vice-Chair shall preside. If neither the Chair or Vice-Chair are available, then the Directors present may appoint one of their number to be chair of the meeting. This clause 10 shall also apply to any Director who is also a director of any Subsidiary.

## 11 **Board and Meetings**

The Board shall be composed as set out in the Articles and shall comprise directors appointed in accordance with the provisions set out below in this clause 11.

### 11.1 **Appointment and Removal of Directors**

11.1.1 Directors shall be appointed in accordance with an appointment policy adopted by the Boroughs' Representative Body from time-to-time and shall cease to be a Director in the circumstances described in the Articles.

11.1.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director.

11.1.3 All Board meetings shall be held at a venue reasonably convenient for all the Directors (including, for the avoidance of doubt, by video-conference or other virtual means).

- 11.1.4 A Board meeting will be held at least four times in each calendar year, with no more than four months between each meeting.
- 11.1.5 The Company shall ensure that each Director is sent papers (which may be sent by electronic means if agreed) for Board meetings (including but not limited to an agenda and details of any specific resolutions to be put to the meeting) no less than five Business Days before the date of such meeting.
- 11.1.6 Any Member which requests the Company to do so:
- (a) is sent papers (which may be sent by electronic means if agreed) for all Board and all general meetings of the Company (including but not limited to an agenda and details of any specific resolutions to be put to the meeting) no less than five Business Days before the date of such meeting;
  - (b) is sent all draft minutes within fourteen Business Days of the Board or general meeting; and
  - (c) is permitted to send a representative (who may be a councillor) to speak on a matter of business at Board meetings subject to seeking the prior written permission of the Chair of the Board.

## 12 **Reserved Matters**

12.1 The Company will not, and the Members shall exercise their powers in relation to the Company to procure that (save as otherwise provided or contemplated in this Deed) the Company will not, undertake those matters set out in Schedule 1 without the consent of the requisite percentage of Members set out in Schedule 1.

12.2 Clause 12.1 shall also apply to any Subsidiary of the Company.

12.3 Notwithstanding any other provision of this Deed or the Articles, no new member shall be admitted to the Company without such member entering into a Deed of Adherence whereby such new member agrees to be bound by the terms of this Deed.

## 12.4 **Unanimous Decision Making**

12.4.1 The Members agree that no changes will be made that would be detrimental to one or more of the Members even if of benefit to others and that the Members shall work collaboratively to seek the agreement of all of the Members and the Members further agree their respective Voting Representatives will informally meet with representatives of the Board or the Directors as necessary to consider and discuss strategic areas of Company Business at a Boroughs' Representative Body.

12.4.2 Where a potential Reserved Matter decision or any item for discussion has the potential to be detrimental to one or more of the Members the matter shall first be considered by an informal meeting of the Voting Representatives at a Boroughs' Representative Body.

- 12.4.3 If having considered the proposed resolution or the item for discussion the Voting Representatives or any of them are of the opinion that it is unlikely to be passed unanimously at a general meeting (or in writing) they may notify the person or body which has proposed the resolution or item of their concerns, and the reasons for them, and require them, within such time as is reasonable in the circumstances, to formulate an alternative proposal or proposals which address the concerns and submit them to an informal meeting of the Boroughs' Representative Body to be held within such time as is reasonable in the circumstances following receipt of the alternative proposals (or such later meeting of the Boroughs' Representative Body as shall be agreed) for further consideration.
- 12.4.4 The Boroughs' Representative Body shall consider the alternative proposal or proposals submitted to them and notify the person or body proposing the Resolution of any further concerns, and the reasons for them, which they have.
- 12.4.5 The person or body requiring the resolution shall then finalise the wording of the resolution on the Reserved Matter or item for decision to be put to the vote at a general meeting of the company (or in writing) having due regard to the comments made by the Boroughs' Representative Body.

## 13 **Deadlock**

### 13.1 **Meaning of Deadlock**

For the purposes of this clause 13 there shall be a Deadlock if:

- 13.1.1 a matter constituting a Reserved Matter has been considered by the Members; and
- 13.1.2 no resolution has been carried by the Members in relation to the matter because of a failure of the requisite number of Members to consent to such resolution; and
- 13.1.3 the matter is not resolved within ten (10) Business Days from the date of the relevant general meeting or the end of the period for approval of a written resolution circulated to the Members for consent (as appropriate).

### 13.2 **Members' obligations**

In any case of Deadlock each of the Members shall (at the request of any Member) within fifteen (15) Business Days of Deadlock having arisen or become apparent, cause the Chairman of the Board, to prepare and circulate to the Members and the other Directors a memorandum or other form of statement setting out its position on the matter in respect of which the Deadlock has arisen and its reasons for adopting that position, but on the basis that such memorandum or statement shall always be prepared and delivered on a "without prejudice" basis. Each Member shall then refer the Deadlock to its Head of Paid Service and such persons shall use all reasonable efforts in the 20 Business Days following such reference to resolve the Deadlock.

### 13.3 **Failure to resolve Deadlock**

If a resolution of a Deadlock referred pursuant to clause 13.2 is not resolved or is not agreed in accordance with that clause (or such longer period as the Members may agree in writing) the status quo shall prevail unless the Directors resolve that to do so would be detrimental to the proper conduct of the Business in which instance the provisions of clauses 13.4 to 13.7 shall apply.

13.4 The Board shall serve written notice on the Members requiring them to attempt to settle the dispute by mediation (such notice to be served within seven Business Days of the Board meeting at which the decision was passed). On receipt of such notice from the Board the Members will attempt to settle the dispute by mediation in accordance with the model mediation procedures (the **Procedures**) published by the Centre for Effective Dispute Resolution, CEDR Solve (**CEDR**). To initiate mediation, a Member must give notice in writing (**Mediation Notice**) to the other Members.

13.5 The Members will seek to agree the appointment of a mediator but, failing agreement within 28 days of the service of the Mediation Notice, any Member may ask CEDR to appoint a mediator.

13.6 In the event that there are no Procedures available and CEDR is unable or unwilling to appoint a mediator, any Member may ask the President of the Law Society of England & Wales (or its successor body) to appoint a mediator and to recommend a mediation procedure which the Members shall adopt.

13.7 If the matter in dispute is not resolved within 40 Business Days of the service of the Mediation Notice then any Member may (but shall not be obliged to) within fifteen (15) Business Days after expiry of such period serve notice in writing upon the other Members and the Board that the Board shall, at the earliest practicable date:

13.7.1 make or concur in the making of a statutory declaration in the terms mentioned in section 89 of the Insolvency Act 1986 (if the state of the Company's affairs permits the making of such a declaration); and

13.7.2 convene an extraordinary general meeting of the Company to consider:

(a) the matter from which the Deadlock arose; and

(b) the passing of a special or extraordinary resolution to place the Company in members' voluntary winding-up (if such a declaration has been made in accordance with clause 13.7.1) or (in any other case) in creditors' voluntary winding-up;

such meeting or meetings to be held within five weeks after either the making of any declaration made in pursuance of clause 13.7.1 or (where the state of the Company's affairs does not admit to the making of such a declaration as is mentioned in clause 13.7.1 convene a meeting of the Company's creditors in accordance with section 98 of the Insolvency Act 1986.

## 14 **Intellectual property**

14.1 The Members and the Company acknowledge that:



- 14.1.1 any and all Intellectual Property Rights created wholly by the Company in connection with the Business (the **Business IPRs**) shall automatically belong to the Company.
- 14.1.2 any and all Intellectual Property Rights created by the Members in connection with the Business (the **Member IPRs**) shall belong to the Member who created them.
- 14.2 The Company hereby grants to each Member for the time being and for the duration of their Membership of the Company a non-transferable royalty-free licence to use the Business IPRs (as they may be constituted from time to time) to the extent necessary for the purposes of the Business. The Members hereby grant to the Company a non-transferable royalty-free licence (without the right to grant sub-licences) to use the Member IPRs (as they may be constituted from time to time) solely to the extent necessary for the purposes of the Business.
- 14.3 All use of the Business IPRs by the Members pursuant to this Deed, including all goodwill arising from such use, shall accrue solely to the benefit of the Company. All use of Member IPRs by the Company pursuant to this Deed, including all goodwill arising from such use, shall accrue solely to the benefit of the respective Member.
- 14.4 The Company and each Member agree that they shall not, without the prior written consent of the other parties to this Deed, assign, transfer, mortgage, charge or deal in any other manner with any of their rights under this clause 14.
- 14.5 For the purposes of this clause 14, **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 15 **Withdrawal and Removal of Members**
- 15.1 A Member may cease to be a party to this Deed and cease to be a member of the Company upon giving not less than six months' notice in writing to the Company and the other Members.
- 15.2 In accordance with clause 6.1.6, at the end of each financial year, the Members shall confirm to the Company the percentage of its total procurement for that Member of dwellings to support the discharge of its statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) that was undertaken via the Company that financial year. In the event that this percentage is less than 50% the Members have the discretion to terminate the Member's Membership in accordance with the procedure set out in article 12.9.
- 15.3 For the purposes of the calculation of the percentage referenced in clause 15.2 above, this will be calculated from the date of entry as a Member to the end of that financial year for

the initial year of membership, and subsequently shall be calculated every full financial year.

15.4 Subject to compliance with the provisions of articles 12.3 and 12.9 of the Articles, in the event that a Member's Membership is terminated in accordance with clause 15.3, the Member may be re-admitted to the Membership of the Company.

15.5 With the exception of any money reimbursed to a Member under clause 6.5, a Member shall not be entitled to any refund of any amount paid to the Company as a consequence of ceasing to be a party to this Deed or ceasing to be a member of the Company.

15.6 On the withdrawal of a Member, their Service Level Agreement will be deemed to have been terminated on the date of withdrawal except as otherwise agreed by the withdrawing Member and the Company.

15.7 Notwithstanding that a Member shall cease to be a party to this Deed, it shall not be released from any liabilities or rights of action accrued against it under or in connection with this Deed up to the date of its ceasing to be a party and that Member shall continue to be bound by those provisions of this Deed which are expressed to continue following termination of this Deed. The Deed shall continue in force in relation to the remaining parties including any party having entered into a Deed of Adherence.

15.8 A Member (the Defaulting Member) shall cease to be a Member in the event that:

15.8.1 it commits a serious breach of this Deed; or

15.8.2 it persistently breaches this Deed; and

the breach (if capable of remedy) is not rectified within 20 Business Days of written notice having been given to the Defaulting Member requiring it to rectify such breach or breaches and the remaining Members agree by majority vote at a duly convened general meeting or in writing that the Defaulting Member's membership shall cease.

## 16 Termination Of This Deed

16.1 This Deed shall continue in full force and effect from the date hereof until:

16.1.1 all the Members or their successors in title agree in writing to its termination;

16.1.2 there is only one Member of the Company; or

16.1.3 the Company goes into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by all the Members).

16.2 Without prejudice to any accrued rights and liabilities of any of the Members, the ongoing rights and liabilities of any Member pursuant to this Deed shall cease automatically upon the cessation of his/her or its membership of the Company.

16.3 Termination of this Deed pursuant to this clause 16 shall be without prejudice to any accrued rights and liabilities of any of the Members.

17 **Confidentiality**

Each of the parties hereto shall hold in confidence and shall not and shall procure (where applicable) that its employees, agents and contractors shall not without the written consent of the other parties (such consent not to be unreasonably withheld) or as required by any other provision of law divulge to any third party any Confidential Information or use any such information other than for the purposes anticipated by this Deed provided that the provisions of this clause 17 shall not apply to information which may properly come into the public domain through no fault of the party so restricted.

18 **Freedom Of Information**

18.1 Clause 17 shall not apply where a party has obtained the written consent of the other parties (such consent not to be unreasonably withheld) to divulge or use any Confidential Information or where Confidential Information is required to be disclosed by any law or statutory or regulatory obligation including without limitation the FOIA and the Environmental Information Regulations 2004 (but only to the extent of such law or statutory or regulatory obligation).

18.2 Each party acknowledges that it and the other parties are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each party shall assist and cooperate with the others (at their own expense) to enable the other parties to comply with these Information disclosure obligations.

18.3 Where a party receives a Request for Information in relation to Information which it is holding on behalf of another party, it shall:

18.3.1 transfer the Request for Information to the other party as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information;

18.3.2 provide the other party with a copy of all Information in its possession or power in the form that the other party requires within five Business Days (or such other period as the other party may specify) of a request from the other party; and

18.3.3 provide all necessary assistance as reasonably requested by the other party to enable that party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

18.4 Where a party receives a Request for Information which relates to Confidential Information, it shall inform the other parties of the Request for Information as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information.

18.5 If any party determines that Information (including Confidential Information) must be disclosed under the FOIA, it shall notify the other parties of that decision at least five Business Days before disclosure.

18.6 Each party shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:

18.6.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations 2004;

18.6.2 is to be disclosed in response to a Request for Information.

18.7 Each party acknowledges that any other party may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose Information:

18.7.1 without consulting with the other parties, or

18.7.2 following consultation with the other parties and having taken their views into account.

18.8 Notwithstanding the provisions of clause 17 each Director (whilst he/she holds that office) will be entitled to make full disclosure to the Members of any information relating to the Company which the Members may reasonably require.

## 19 **No Partnership or Agency**

Nothing in this Deed shall constitute a partnership between the parties hereto or constitute one the agent of another and none of the parties shall do or suffer anything to be done whereby it shall or may be represented that it is the partner or agent of a party hereto (save as aforesaid) unless such party is appointed partner or agent of that other party with the consent in writing of that party.

## 20 **Waiver**

The waiver by any party of any default by any other party in the performance of any obligation of such other party under this Deed shall not affect such party's rights in respect of any other default nor any subsequent default of the same or of a different kind nor shall any delay or omission of any party to exercise any right arising from any default, affect or prejudice that party's rights as to the same or any future default.

## 21 **Variation**

Any variation of any term of this Deed shall be in writing duly signed by the Members and the Company.

## 22 **Conflict with Articles**

Where the provisions of the Articles conflict with the provisions of this Deed, the Members agree that the provisions of this Deed shall prevail, to the intent that they shall if necessary in any case procure the amendment of the Articles to the extent required to enable the Company and its affairs to be administered as provided herein.

## 23 **Notices**

23.1 Any demand, notice or other communication given or made under or in connection with this Deed will be in writing.

23.2 Any such demand, notice or other communication will, if given or made in accordance with this clause 23, be deemed to have been duly given or made as follows:

23.2.1 if sent by prepaid first class post, on the second Business Day after the date of posting; or

23.2.2 if delivered by hand, upon delivery at the address provided for in this clause 23, provided however that, if it is delivered by hand on a day which is not a Business Day or after 4.00 pm on a Business Day, it will instead be deemed to have been given or made on the next Business Day.

23.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand, be addressed to the recipient at the recipient's address stated in this Deed or his/her Deed of Adherence or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service.

23.4 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

## 24 **Costs**

Each of the parties hereto will pay its own legal costs and expenses incurred in connection with the preparation of this Deed.

## 25 **Severability**

The illegality, invalidity or unenforceability of any clause or part of this Deed will not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

## 26 **Exercise of powers**

26.1 Words denoting an obligation on a party to do any act, matter or thing include, except as otherwise specified, an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of that restriction.

26.2 Where a Member is required under this Deed to exercise its powers in relation to the Company to procure a particular matter or thing, such obligation shall be deemed to be satisfied by such Member exercising its voting and other rights as a member.

## 27 **Entire Agreement**

This Deed and the documents referred to in it, the Annexures to this Deed and the Articles constitute the entire contractual relationship between the parties in relation thereto and there are no representations, promises, terms, conditions or obligations between the parties, implied or otherwise, other than those contained or expressly referred to therein. This clause does not restrict liability of either party for fraudulent misrepresentations.

28      **Assignment**

The Members shall not assign nor transfer nor purport to assign nor transfer any of their rights or obligations hereunder (other than to a successor body).

29      **Contract (Rights of Third Parties) Act**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

30      **Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereto submits to the exclusive jurisdiction of the English and Welsh Courts.

31      **Counterparts**

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document is executed as a deed and delivered and takes effect on the date stated at the beginning of this Deed.

## Schedule 1

### Reserved Matters

Matters that require seventy-five percent (75%) approval by the Members at a duly convened general meeting or in writing:

1	Permitting the admission of any additional Members of the Company.
2	Adopting or amending the Annual Business Plan in respect of each Financial Year.
3	Forming any Subsidiary or acquiring membership or shares in any other company or participating in any partnership or joint venture (incorporated or not).
4	Amalgamating or merging with any other company or business undertaking.
5	Entering into any arrangement, contract or transaction with either a capital or revenue value over £500,000 which is not included in the current approved Business Plan.
6	Agreeing the appointment and the appointment terms (including any remuneration terms) of all Directors of the Company.
7	Appointing or removing the chair of the Company.
8	Making any petition or resolution to wind up the Company or any Subsidiary.
9	Making any amendment to the Articles or any Subsidiary articles of association, including (without limitation) any rights of the Members.
10	Giving any guarantee to secure the liabilities of any person.
11	Creating any Encumbrance over the whole or any part of the Company or assets of any Subsidiary company.
12	Giving or taking any loans, borrowing or credit (other than Normal Trade Credit in the ordinary course of business) save as specifically provided for in the Annual Business Plan.
13	Any acquisitions, assimilations or asset transfers by or to the Company other than those approved in the Annual Business Plan.
14	The approval of any redundancy of any employees or the approval of any redundancy policy under which the Board will be authorised to make employees of the Company redundant.
15	Establishing any pension scheme in respect of Company employees or the alteration of any pension scheme or arrangements operated by the Company.

16	Any decisions relating to the strategic objectives of the Company (to the extent that these are not in any case reflected by the Company's Annual Business Plan).
17	Creating or granting any encumbrance over the whole or any part of the Company or its business, undertaking or assets other than liens arising in the normal course of business.



**Schedule 2**

**Deed of Adherence**

**Application for Membership and Deed of Adherence**

**dated**

**Parties**

- (1) [ ] of (1) [ ] (**Member 1**);
- (2) [ ] of (1) [ ] (**Member 2**);
- (3) [ ] of (1) [ ] (**Member 3**);
- (4) [ ] of (1) [ ] (**Member 4**)

Together the **Continuing Members**

and

- (5) **Capital Letters (London)Limited** (registered number 11729699) whose registered office is at Town Hall, 2<sup>nd</sup> Floor, Mulberry Place, 5 Clove Crescent, London, E14 2BH (**the Company**)
- (6) [*name of new member*] of [*address*] (**New Member**).

**Introduction**

- (A) The Continuing Members and the Company are party to an agreement dated ..... 2019 (**Members Agreement**) which regulates their membership of the Company and sets out their respective rights and obligations as Members.
- (B) The New Member wishes to become a Member in accordance with the Company's Articles and the Members Agreement.

**Agreed terms**

- 1 Words and expressions used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in the Members Agreement. The **Effective Date** means the date of this Deed.
- 2 The New Member hereby applies to be a Member of the Company in accordance with the Articles and the Members Agreement.
- 3 The New Member confirms that he/she has been supplied with a copy of the Members Agreement and Articles.
- 4 The Company, the New Member and each of the Continuing Members undertake with each other that, from the Effective Date, the New Member shall be admitted to the Company as a Member and shall assume all of the rights under the Members Agreement granted to the Members and shall observe, perform and be bound by the provisions of the

Members Agreement and Articles as though the New Member was an original party to the Members Agreement.

- 5 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This Deed of Adherence has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**INSERT MEMBER EXECUTION CLAUSES**

THE COMMON SEAL of )  
 [ ] )  
 was hereunto affixed )  
 in the presence of: )

Authorised Signatory

executed as a deed by the )  
**New Member** (acting )  
 )  
 )  
 in the presence of: ) Signature

witness signature:

name:

address:

occupation:

executed as a deed by **Capital Letters (London)** )

**Limited** acting by [*name of director*], a director )

in the presence of: ) Director

witness signature:

name:

address:

occupation:

This Deed has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**INSERT MEMBER EXECUTION CLAUSES**

**THE COMMON SEAL** of )

**London Borough of Barking and Dagenham** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Bexley** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Brent** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Croydon** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Ealing** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Hammersmith and Fulham** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**London Borough of Haringey** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

**THE COMMON SEAL** of )

**The Mayor and Burgesses of the** )

**London Borough of Lewisham** )

was hereunto affixed )

in the presence of: )

Head of Law

**THE COMMON SEAL** of )  
**London Borough of Redbridge** )  
was hereunto affixed )  
in the presence of: )  
Authorised Signatory

**THE COMMON SEAL** of )  
**London Borough of Southwark** )  
was hereunto affixed )  
in the presence of: )  
Authorised Signatory

**THE COMMON SEAL** of )  
**London Borough of Tower Hamlets** )  
was hereunto affixed )  
in the presence of: )  
Authorised Signatory

**THE COMMON SEAL** of )  
**London Borough of Waltham Forest** )  
was hereunto affixed )  
in the presence of: )  
Authorised Signatory

THE COMMON SEAL of )

City of Westminster )

was hereunto affixed )

in the presence of: )

Authorised Signatory

executed as a deed by **Capital Letters(London)** )

**Limited** acting by [*name of director*], a director )

in the presence of: ) Director

witness signature:

name:

address:

occupation:

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dated

2020

- (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham**
- (2) The Mayor and Burgesses of the London Borough of Bexley**
- (3) The Mayor and Burgesses of the London Borough of Brent**
- (4) The Mayor and Burgesses of the London Borough of Croydon**
- (5) The Mayor and Burgesses of the London Borough of Ealing**
- (6) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham**
- (7) The Mayor and Burgesses of the London Borough of Haringey**
- (8) The Mayor and Burgesses of the London Borough of Lewisham**
- (9) The Mayor and Burgesses of the London Borough of Redbridge**
- (10) The Mayor and Burgesses of the London Borough of Southwark**
- (11) The Mayor and Burgesses of the London Borough of Tower Hamlets**

**(12) The Mayor and Burgesses of the London Borough of Waltham Forest**

**(13) City of Westminster**

and

**(14) Capital Letters (London) Limited**

## **Service Level Agreement**

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# Service Level Agreement

dated [            ] 2020

## Parties

- (1) **The Mayor and Burgesses of the London Borough of Barking and Dagenham** of Town Hall, 1 Town Square, Barking, Essex IG11 7LU;
  - (2) **The Mayor and Burgesses of the London Borough of Bexley** of Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7A;
  - (3) **The Mayor and Burgesses of the London Borough of Brent** of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ;
  - (4) **The Mayor and Burgesses of the London Borough of Croydon** of Bernard Weatherhill House, 8 Mint Walk, Croydon, CR0 1EA;
  - (5) **The Mayor and Burgesses of the London Borough of Ealing** of Perceval House, 14-16 Uxbridge Road, Ealing, W5 2HL;
  - (6) **The Mayor and Burgesses of the London Borough of Hammersmith and Fulham** of Town Hall, King Street, London W6 9JU;
  - (7) **The Mayor and Burgesses of the London Borough of Haringey** of River Park House, 225 High Road, London N22 8HQ;
  - (8) **The Mayor and the Burgesses of the London Borough of Lewisham** of Laurence House, Catford, London, SE6 4RU;
  - (9) **The Mayor and Burgesses of the London Borough of Redbridge** of Town Hall, 128-142 High Road, Ilford, IG1 1DD;
  - (10) **The Mayor and Burgesses of the London Borough of Southwark** of 160 Tooley Street, London SE1 2QH;
  - (11) **The Mayor and Burgesses of the London Borough of Tower Hamlets** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG;
  - (12) **The Mayor and Burgesses of the London Borough of Waltham Forest** of Town Hall, Forest Road, Walthamstow, London E17 4JF;
  - (13) **City of Westminster** of 5 Strand, London WC2N 5HR;
- (individually a **Council** and collectively **the Councils**)

and

- (14) **Capital Letters (London) Limited** (registered number 11729699) whose registered office is at Town Hall, 2<sup>nd</sup> Floor, Mulberry Place, 5 Clove Crescent, London, E14 2BH (**the Provider**)

## Introduction

- (A) Each Council owes a statutory duty under Part VII of the Housing Act 1996 (as amended by The Homelessness Act 2002 and the Localism Act 2011) and the Homelessness Reduction Act 2017 (the **Statutory Duty**) to provide temporary accommodation and / or assistance to applicants who are assessed as homeless or threatened with homelessness and may do so by the provision of assured shorthold tenancies of privately owned dwellings as hereinafter appears.
- (B) Each Council has agreed to appoint the Provider to carry out services which may consist of procurement and / or management and / or nominations services for the Council, more particularly described in this Contract, to assist the Council in satisfying its Statutory Duty.
- (C) Each Council and the Provider have agreed the terms and conditions for the provision of the Services by the Provider to the Council and these are set out in this Contract.

## Part A – Operative Provision

### 1 Definitions

1.1 The terms and expressions used in this Contract shall have the meanings set out below:

**Accommodation** means Leased Accommodation or Non-leased Accommodation;

**Additional Council** means an entity which has become a Member by entering into a deed of adherence pursuant to clause 12.3 of the members agreement in relation to the Provider;

**Agreed IT System** means the property listing platform used by the Provider to identify and make available Accommodation to the Councils in accordance with the agreed Service Plan;

**Assured Shorthold Tenancy** means the template assured shorthold tenancy agreement set out in Schedule 5;

**Branding** means any trademarks, logos and other forms of branding pertaining to the Provider;

**Business Day** means between Monday to Friday inclusive, but does not include any days which are bank holidays or public holidays;

**Change in Law** means the coming into effect after the date of this Contract of:

- (a) legislation, other than any Legislation which on the date of this Contract has been published;
  - i in a draft Bill as part of a Government Departmental Consultation Paper;
  - ii in a Bill;
  - iii in a draft statutory instrument;
  - iv as a proposal in the Official Journal of the European Union;

- (b) any Guidance; or
- (c) any applicable judgment of a relevant court of law which changes a binding precedent;

**Commencement Date** means [ ] 2020;

**Confidential Information** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

**Consents** means all permissions, consents, approvals, certificates, permits, licences and authorisations required for the performance of any of the Provider's obligations under this Contract including any required registration with any Regulatory Body;

**Contract** means the main body of this agreement between the Parties including any attached Schedules (whether or not referred to in the main body of the agreement) and any subsequent variations made from time to time by agreement between the Parties in accordance with its terms;

**Contract Documents** mean this Contract the Secondment Agreement (where relevant) and the Assured Shorthold Tenancy;

**Contract Manager** means the person specified in the Service Plan as being authorised to administer the Contract on behalf of the relevant Council or such person as may be nominated by the Contract Manager to act on his behalf, and **Contract Managers** shall collectively mean all of them;

**Contract Period** means (subject to the provisions for early termination) the period of duration of this Contract (including any extension) in accordance with clause 4;

**Contract Standard** means those standards set out in this Contract including the Schedules;

**Cost** shall mean the sum payable by the Council for the Services as referred to in Schedule 7;

**Data Protection Legislation** means the General Data Protection Regulation (EU) 2016/679 (the **GDPR**) or such other domestic legislation that supplements and / or implements the GDPR, along with any associated guidance and Codes of Practice;

**Data Subject's Rights** means any request exercising or purporting to exercise rights under Chapter III of the GDPR;

**Deed of Adherence** means a deed of adherence to this Contract in the form set out at Schedule 10 (which shall include a Service Plan) or such other form as the Parties to this Contract may prescribe;

**Default** means any failure by the Provider to carry out its obligations under this Contract;

**Discriminatory Change in Law** means a Change in Law, the terms of which apply expressly to:

- (a) the Services; and/or
- (b) the Provider and not to other persons;

**Dispute Resolution Procedure** means the procedure set out in clause 60;

**Equalities Legislation** means all Legislation which makes unlawful discrimination on grounds of sex, sexual orientation, gender reassignment, age, disability, colour, race, ethnic or national origin or religion, marital status, part-time or temporary status in employment or otherwise under the Equality Act 2010 or statutory instruments or codes of practice issued pursuant to it as amended from time to time;

**Fee** shall mean the sum payable by the Council for the Services as set out in the Schedules;

**Force Majeure** means and includes the occurrence after the Commencement Date of:

- (a) war, civil war, riot, civil unrest, civil emergency, terrorist attack or threat of terrorist attack, industrial action by non-employees of the Provider on a national scale or industrial action by employees of the Council;
- (b) nuclear, chemical or biological contamination;
- (c) an act of God; or
- (d) flood, drought, tempest or other event beyond the reasonable control of either Party;

**Good Industry Practice** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking and/or activity as the Provider under the same or similar circumstances;

**Guidance** means any applicable guidance or directions with which the Provider is bound to comply;

**Intellectual Property Rights** means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

**Key Performance Indicator (KPI)** means any or all of the key performance indicators set out in the Service Plan;

**Leased Accommodation** means a self-contained flat or house forming part of the Premises over which Capital Letters owns a leasehold interest including Provider PRSO Accommodation;



**Legislation** means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;

**LGPS Employee** means any employee of the Provider who is a member of the Local Government Pension Scheme;

**Management Standards** means the standards as set out in Schedule 3;

**Members** means the members of the Provider from time to time;

**Material Breach** means, in connection with the service provided to each individual Council, any or all of the following:

- (a) any Default which is not capable of remedy;
- (b) failure to comply with a Final Warning Notice under clause 32.4;
- (c) failure to meet any of the KPIs as agreed in accordance with the Service Plan;
- (d) breach of the requirements of clause 13 (Fraud) or clause 40 (Prevention of bribery & corruption);
- (e) failure to have in place the insurance cover required under clause 53;
- (f) non-compliance with the equal opportunity requirements of clause 41;
- (g) any action by the Provider and/or its Staff which in the reasonable opinion of the Council has or may cause significant harm to the reputation of the Council;

**New Provider** means a contractor selected to provide services, similar to the Services or part thereof, whether upon appointment by the Provider or upon termination in part or in whole or expiry of this Contract and for the avoidance of doubt can include the Council;

**Nominee** means an individual who the Council has nominated to the Provider as a prospective Tenant of Accommodation being an individual to whom the Council owes a duty to House under Part VII of the Housing Act 1996 or any other future enactment or subsequent legislation (or within such other categories as may be agreed);

**Non-leased Accommodation** means a self-contained flat or house forming part of the Premises which Capital Letters has procured for the Council but does not own a leasehold interest and which includes PSL Accommodation and PRSO Accommodation;

**Notice** means any formal communication between the Parties as required by the Contract;

**Party** and **Parties** means a party to this Contract and **Parties** shall be construed accordingly;

**Premises** means such properties acquired or to be acquired by the Provider under the terms of this Contract;

**Provider PRSO Accommodation** means accommodation made available by the Provider on at least a 12 month assured tenancy agreement in order for a Council to discharge its permanent homelessness duty;

**Provider's Representative** means the person for the time being appointed by the Provider and identified in the Service Plan as being authorised to administer the Contract on behalf of the Provider or such person as may be nominated by the Provider's Representative to act on his behalf;

**PRSO Accommodation** means accommodation made available to a Council on at least a 12 month assured tenancy agreement in order for a Council to discharge its permanent homelessness duty;

**PSL Accommodation** means accommodation made available to a Council from a third party under a private leasing scheme arrangement and which could include accommodation made available by the Provider as Leased Accommodation

**Public Body** means a body governed by public law as defined in the Public Contracts Regulations and **Public Bodies** and **Non-Public Bodies** shall be construed accordingly;

**Public Sector Reorganisation** means any transfer of powers, functions, funding and/or areas between bodies constituted by statute or statutory instrument and any associated transfer of staff, property, rights and/or obligations;

**Qualifying Change in Law** means:

- (a) a Discriminatory Change in Law; and/or
- (b) a Specific Change in Law,

which was not foreseen at the date of this Contract;

**Quarter** means a consecutive period of three months ending on 31 March, 30 June, 30 September or 31 December;

**Records** means the Contract and all documents, data or other information relating to, produced, or received as part of or in connection with the Services and stored on whatever medium;

**Regulatory Bodies** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Provider and **Regulatory Body** shall be construed accordingly;

**Relevant Employees** means all those employees subject to a Relevant Transfer on a Relevant Transfer Date but excluding any Transferring Employees;

**Relevant Transfer** means a transfer to which TUPE applies;

**Relevant Transfer Date** means a date on which a Relevant Transfer occurs;

**Schedule** means a schedule attached to this Contract;

**Secondment Agreement** means the agreement between the Provider and the relevant council setting out the terms under which the relevant Council employee will be seconded to work for the Provider the form of which is set out in Schedule 6 Part 1 and supplemented by a letter sent by the relevant Council to the relevant Council employee confirming the secondment arrangement, the template form of which is set out at Schedule 6 Part 2;

**Services** means the services to be provided as agreed in the Service Plan and including, where relevant, those specified in Schedule 2 and Schedule 4;

**Service Plan** means, subject to clause 5, the document agreed between the Provider and each Council agreed on or about the date of this Contract setting out the detail of the services to be provided by the Provider and, amongst other things, the proposed targets for delivery, the form of which is contained in Schedule 1;

**Service Specifications** means the documents comprising Schedule 2 containing details of the services to be provided;

**Shared Personal Data** means the Personal Data shared by the Council with the Provider for the purposes of the Provider discharging its obligations under this Contract, which shall include but shall not be limited to names, addresses and contact details of the Council's tenants;

**Specific Change in Law** means any Change in Law which specifically refers to the provision of services the same as or similar to the Service or to the holding of shares in companies whose main business is providing services the same as or similar to the Services;

**Staff** means all persons employed or engaged by the Provider to perform the Contract together with any of the Provider's consultants, workers, agents and sub-contractors used in the performance of the Contract and for the avoidance of doubt excludes any Council employee seconded to the Provider under a Secondment Agreement;

**Sub-Contractor** means a person to whom the Provider sub-contracts any of its obligations under this Contract;

**Tenant** means a Nominee who has accepted an Assured Shorthold Tenancy granted by the Provider;

**Transferring Employees** means all those employees whose employment transfers to the Provider or a Sub-Contractor by operation of TUPE in the circumstances envisaged in clause 26.2;

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time);

**TUPE Information** means all information in respect of the employees assigned to the provision of the Services under this Contract whether employed by the Provider or otherwise which the Council and/or a prospective tenderer and/or a New Provider may reasonably require including but not limited to:

- (a) salaries, bonuses, overtime pay, holiday pay, sick pay and other benefits;
- (b) dates of birth;
- (c) details of continuous service;
- (d) hours of work;
- (e) individual terms and conditions of employment;
- (f) details of collective arrangements or other arrangements or understandings with any trade union, staff body or other representative body of such employees;
- (g) disciplinary records;
- (h) details of on-going disciplinary or grievance matters;
- (i) policies or other agreements or arrangements or understandings in respect of each of them and any variations agreed thereto;
- (j) details of any enhanced or contractual redundancy entitlements; and
- (k) any other materially relevant information (including without limitation details of the hardware, software and other equipment required to perform) relating to the provision of the Services;

**Value Added Tax** means Value Added Tax or any similar tax replacing it or performing a similar fiscal function;

**Void** means any period of un-occupation of the Premises by a Tenant for any of the following reasons:

- (a) determination of the tenancy by the Tenant;
- (b) death of a Tenant;
- (c) eviction or abandonment of Premises by the Tenant; and

**Whistleblowing** means raising concerns about misconduct within an organisation or within an independent structure associated with it.

## 2 Interpretation

2.1 Except as otherwise expressly provided, the documents comprising this Contract are to be mutually explanatory of one another. Should the Provider become aware of any ambiguities or discrepancies in or between any of the documents comprising the Contract, the Provider shall immediately inform the Contract Manager giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Contract Manager shall be resolved by the Contract Manager who shall issue to the Provider any appropriate instructions in writing.

2.2 In this Contract except where the context otherwise requires:

- 2.2.1 references to any statute or statutory provision shall be deemed to include any amendment, replacement or re-enactment of the same for the time being in force, and to include any EU Directives, by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, guidance, consents or permissions made under it, and any condition attaching to it;
- 2.2.2 any obligation on either Party not to do any act or thing shall be deemed to include an obligation not to permit or allow the doing of that act or thing;
- 2.2.3 clause and Schedule headings are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer;
- 2.2.4 the expression **person** shall include any natural person, individual partnership, local authority or corporate or unincorporated body;
- 2.2.5 words importing gender include any other gender; words importing the singular include the plural and vice versa;
- 2.2.6 references to government departments or other organisations or bodies are deemed to include their successors;
- 2.2.7 references to clauses or Schedules shall be to clauses and Schedules of this Contract;
- 2.2.8 any reference to obtaining approval in this Contract shall be deemed to include a requirement that every such approval shall be in writing;
- 2.2.9 references to this Contract or to any other document shall include any permitted variation, amendment or supplement to such document;
- 2.2.10 words preceding **include, includes, including** and **included** shall be construed without limitation by the words which follow those words.

2.3 No review, comment or approval by the Council under the provisions of this Contract shall operate to exclude or limit the Provider's obligations and/or liabilities under this Contract and/or the Council's rights under this Contract.

### 3 **Entirety of Contract**

The Contract Documents represent the entire understanding between the Parties with regard to the supply of the Services and supersedes all representations, understandings and agreements, whether oral or written, made by the Council and/or the Provider.

## **Part B – General Provision**

### 4 **Contract Period**

4.1 The Contract shall commence on the Commencement Date and shall continue in respect of the relevant Council for so long as that Council remains a Member of the Provider (subject to the provisions for early termination).

4.2 The Provider shall be under no liability in respect of the provision of the Services prior to the Commencement Date.

## 5 **Contract Variation**

5.1 Subject to clauses 5.8 and 5.9, this Contract may only be varied or modified if such variation is in writing and signed by the Contract Managers and the Provider's Representative.

5.2 If any Party wishes to vary this Contract then it shall serve on the other Parties a notice (**Variation Notice**) which shall set out the nature of the variation sought and the reasons for it.

5.3 Within 15 Business Days of having served or received (as appropriate) a Variation Notice the Provider shall deliver to the Councils an analysis of the proposed Variation (a **Change Analysis**) setting out:

5.3.1 any impact on the provision of the Services;

5.3.2 any amendment required to this Contract;

5.3.3 whether and to what extent the Variation would increase or decrease the cost of delivering the Services;

5.3.4 the steps that the Provider has taken to mitigate any additional costs to the Councils;

5.3.5 any regulatory approvals which are required.

5.4 The Provider shall provide such information as may be reasonably required by the Councils to consider the Change Analysis.

5.5 The Councils shall within 28 Business Days of receipt of the Change Analysis notify the Provider whether or not they wish to proceed with the variation.

5.6 Where the Councils require formal approval of the variation, this timescale in clause 5.5 shall be extended to accommodate any approval process and the Councils shall notify the Provider of any extended timescale required.

5.7 Any dispute in relation to a proposed variation shall be determined in accordance with the provisions of clause 60 (Dispute).

5.8 The Service Plan may be varied between a Council and the Provider if such variation is in writing and signed by the relevant Contract Manager and the Provider's Representative. Such variation shall follow the same process as set out in this clause 5 save that the approvals and notices shall only require notice and approval from the relevant Council as opposed to all the Councils.

5.9 Notwithstanding any other provision of this Contract, an Additional Council(s) may become Party to this Contract by entering in a Deed of Adherence with the Provider (which shall not require that all Councils be party to such Deed of Adherence) whereby such Additional Council(s) agrees to be bound to the terms of this Contract. On execution of the Deed of

Adherence by the Additional Council and the Provider, the Additional Council shall be deemed to be a Party to this Contract in all respects.

## 6 Notices

6.1 Any Notice required by this Contract to be given by either Party to the other shall be:

6.1.1 in writing; and

6.1.2 issued by the Provider's Representative or the Contract Manager (as appropriate); and

6.1.3 served personally, or by sending it by registered post or recorded delivery to the Provider's Representative or the Contract Manager (as appropriate) at the address set out in Schedule 1 (or such other address as may be notified pursuant to clause 16.3 or 17.3 (as appropriate)).

6.2 Any Notice served personally will be deemed to have been served on the day of delivery, any Notice sent by post will be deemed to have been served 48 hours after it was posted, save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

6.3 The Provider shall promptly inform the Council of any significant or substantial occurrence that adversely affects the Provider's performance of this Contract or the Council and the Council's ability to meet its statutory obligations. If the Provider is in any doubt as to whether the occurrence is such that this clause applies the Provider shall inform the Council of the occurrence.

## 7 Severance

7.1 If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Contract shall continue in full force and effect and the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality provided that either Party may seek the consent of the other to the termination of this Contract on such terms as may in all the circumstances be reasonable if the effect of the foregoing provision would be to defeat the original intention of the Parties.

## 8 Waiver

8.1 The failure of either Party to insist upon strict performance of any provision of this Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

8.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 6.

8.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

## 9 **Assignment and sub-contracting**

9.1 The Provider shall not without the prior written consent of the relevant Council or all the Councils (depending on the context):

9.1.1 assign all or any benefit, right or interest under this Contract; or

9.1.2 sub-contract the supply of the Services.

9.2 The Council shall be entitled to:

9.2.1 with the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed, assign, novate or dispose of its rights and obligations under this Contract either in whole or part to another Public Body; or

9.2.2 transfer, assign or novate its rights and obligations where required by law.

9.3 In the event of a Public Sector Reorganisation, the Provider shall enter into all such assignments and/or novations as the relevant Council or Councils (depending on the context) shall specify as necessary.

## 10 **Parties' obligations**

10.1 The Provider shall deliver the Services for the Contract Period to the Contract Standard in accordance with the terms and conditions of this Contract.

10.2 Save as otherwise expressly provided, the obligations of the Council under this Contract are obligations of the Council in its capacity as a contracting counter party and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any of its other capacities, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Council to the Provider.

## 11 **Force Majeure**

11.1 If a Party (the **Affected Party**) is materially prevented, hindered or delayed from performing any of its obligations under this Contract by reason of a Force Majeure event, such obligations of the Affected Party and any corresponding or related obligations of the other Party shall remain in effect but shall be suspended without liability for a period equal to the duration of the Force Majeure event, provided that:

11.1.1 within seven (7) Business Days after the start of the Force Majeure event the Affected Party notifies the other Party in writing of the act, event or circumstance relied on, the date on which such act, event or circumstance commenced and the effect of the Force Majeure event on the Affected Party's ability to perform its obligations under the Contract;

11.1.2 within five (5) Business Days after notice of the Force Majeure event is given pursuant to clause 11.1.1 the Parties shall discuss alternative service delivery options to mitigate the effects of the Force Majeure event;

11.1.3 The Affected Party shall use all reasonable endeavours to resolve the effects of the Force Majeure event as quickly as possible or if this is not possible to



provide the other Party with a written solution and timescales for implementing the solution within three (3) Business Days of the Force Majeure Event taking place;

- 11.1.4 the Affected Party makes all reasonable efforts to mitigate the effects of the Force Majeure event on the performance of its obligations under this Contract; and
  - 11.1.5 the Affected Party provides written reports every five(5) Business Days to the other Party on its progress in providing the solution in accordance with Clause 11.1.3 and any mitigation action taken in accordance with Clause 11.1.4, and provides any information that the other Party may reasonably request relating to the Force Majeure event and its effects.
- 11.2 Immediately after the end of the Force Majeure event the Affected Party shall notify the other Party in writing that the Force Majeure event has ended and shall resume performance of its obligations under this Contract.
- 11.3 Subject to clause 11.5, neither Party shall be released from any of its obligations under this Contract as a result of a Force Majeure event, and this Contract shall remain in effect for the duration of a Force Majeure event.
- 11.4 Any industrial action occurring within the Provider's organisation, the inability of the Provider to recruit staff, or failure by any sub-contractor to provide services shall not be Force Majeure.
- 11.5 Either Party may terminate this Contract in its entirety or in part by written notice to take effect immediately if the event of Force Majeure persists for more than three months and the Parties have not agreed in writing that the Contract will continue, whether or not subject to alternative arrangements in respect of the event of Force Majeure.

## 12 **Conflicts of interest**

- 12.1 The Provider shall use all reasonable endeavours to ensure that neither the Provider nor any employee, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or such person and the duties owed to the Council under the provisions of this Contract. The Provider will promptly disclose to the Council full particulars of any such conflict of interest which may arise.

## 13 **Fraud**

- 13.1 The Provider shall safeguard the Council's funding of this Contract against fraud generally and, in particular, fraud on the part of the Staff, or the Provider's directors and suppliers.
- 13.2 The Provider shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 13.3 The Council reserves the right to take whatever action it deems necessary in the event of either notification of, or a suspected fraud.

14        **Collaborative working**

14.1        The Provider will act collaboratively with a spirit of cooperation and openness in its dealings with the Council and with the other Members to whom it is providing similar services including contributing to projects, policy development, member and community forum engagement and consultation with regard to the Council's duties and responsibilities.

14.2        The Parties will work collaboratively and co-operatively with each other to assist in the management of the Council's services within allocated budgets.

14.3        The Provider will actively seek to work closely together in formal or other arrangements with other agencies, organisations and stakeholders working with the Council, or otherwise contributing to, involved in or affected by, the provision the Services.

15        **No Agency**

15.1        Nothing in this Contract shall be construed as creating a partnership or as a contract of employment between the Council and the Provider.

15.2        Save as expressly provided otherwise in this Contract, the Provider shall not be, and shall not be deemed to be, an agent of the Council and the Provider shall not hold itself out as having authority or power to bind the Council in any way.

**Part C – Provision of Services**

16        **Contract Manager**

16.1        Each Council shall appoint a Contract Manager to act on behalf of the Council for all purposes connected with this Contract. Details of the person will be set out in the Service Plan.

16.2        The Council shall throughout the Contract Period ensure that the Contract Manager (or duly appointed deputy) is available for consultation with the Provider at all reasonable times.

16.3        The Council shall promptly give notice in writing to the Provider of any change in the identity, address, email and telephone numbers of the Contract Manager. The Council shall give as much notice as reasonably possible to the Provider before changing its Contract Manager.

17        **Provider's Representative**

17.1        The Provider shall appoint a senior and competent person with sufficient and relevant experience and qualifications as the Provider's Representative to act on behalf of the Provider for all purposes connected with this Contract. Details of the person are set out in Schedule 1.

17.2        The Provider shall throughout the Contract Period ensure that the Provider's Representative (or duly appointed deputy) is available to be contacted by the Council at all reasonable times including the provision of an out of office hours telephone number.

17.3 The Provider shall promptly give notice in writing to the Council of any change in the identity, address, email and telephone numbers of the Provider's Representative. The Provider shall give as much notice as reasonably possible to the Council before changing its Provider's Representative.

## 18 **The Services**

18.1 The Provider shall provide the Services to the Contract Standard during the Contract Period in accordance with the Contract and Good Industry Practice.

18.2 In providing the Services, the Provider shall comply with and take into account all applicable Legislation, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or (while the United Kingdom remains a Member State) of the European Union.

18.3 The Provider shall as necessary from time to time at its own cost obtain, maintain and comply with any Consents and shall supply to the Council upon request a copy of any such Consent.

18.4 From time to time the Council may request the provision by the Provider of additional ad hoc services at cost which are related to or connected to the Services and which are not Services under this Contract, and the Provider shall where reasonably practicable comply with any such request.

## 19 **Procurement Services**

Where it has been agreed between the parties and set out in the Service Plan, the Provider shall provide to the Council the Services as set out at Schedule 2.

## 20 **Management Services**

Where it has been agreed between the parties and set out in the Services Plan, the Provider shall manage the Leased Accommodation in accordance with the Management Standards as contained at Schedule 3 or where it has been agreed between the parties and set out in the Services Plan, the Provider shall arrange for the management services to be provided by a third party and shall enter into a management agreement for these services in a form which the Provider shall agree.

## 21 **Nomination Services**

21.1 The Provider grants to the Council the right to nominate persons to the Leased Accommodation in accordance with the relevant part of the Nomination Procedure at Schedule 4 and where the Provider is making available Non-Leased Accommodation, the Parties agree to comply with the terms of the relevant part of the Nomination Procedure at Schedule 4.

21.2 The Council agrees and undertakes with the Provider that all persons nominated to the Leased Accommodation shall be persons in respect of which the Council owes a statutory duty under Part VII of the Housing Act 1996 (as amended by The Homelessness Act 2002 and the Localism Act 2011 and as may be amended from time to time).

## 22 **Property Standards**

Set out at Schedule 8 are the minimum property standards that Accommodation shall meet (the Minimum Property Standards). If the Provider is unsure about whether the Accommodation is suitable for the purposes of the Services, they shall consult the Contract Manager before taking the Accommodation on.

## 23 **Standards and continuous improvement**

23.1 The Provider shall at all times ensure that the Services comply with all applicable Legislation.

23.2 The Provider shall assist the Council in complying with its duty to secure continuous improvement in respect of the Services whether under the best value duty in the Local Government Act 1999 or under any performance improvement regime applicable to local government from time to time during the Contract Period, including the provision of information or data, cooperation (including access to documents) in any inspections and attendance at any relevant meetings. As part of this requirement the Council may from time to time commission service reviews by external organisations. The Provider will work with the Council to develop the specifications for these reviews and undertake to respond to the recommendations where it can be reasonably expected to do so. Where there may be a significant cost implication, the Provider and the Council will work together to seek ways of funding the implementation of the recommendation.

## 24 **Safeguarding Children and Vulnerable Adults**

24.1 The Provider shall adopt safeguarding policies and such policies shall comply with the Council's safeguarding policy for children and vulnerable adults (available on request) as amended from time to time.

24.2 The Provider shall ensure that they do not employ or deploy for the provision of the Services under this Agreement any member of staff be it an employee, volunteer or locum who is on the Adults and/or Children's Barred List created pursuant to the Safeguarding of Vulnerable Groups Act 2006.

24.3 For the avoidance doubt, where it is likely that the Provider and its staff will come into direct contact and liaison with children/young people and/or vulnerable adults; the Provider shall be required to ensure its staff have undergone an Enhanced Disclosure and Barring Service check in order to provide the Services to Nominees and/or their Families.

24.4 At the reasonable written request of the Council and by no later than 10 Working Days following receipt of such request, the Provider must provide evidence to the Council that it is addressing any safeguarding concerns.

24.5 If requested by the Council, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan as they relate to the provision of the Service.

## 25 **Quality assurance**

25.1 The Provider shall satisfy the service outcomes and quality standards set out in the Service Specifications.

25.2 The Provider shall throughout the Contract Period demonstrate and maintain a properly documented system of outcomes focussed quality assurance in accordance with the requirements in the Service Plan.

## 26 TUPE and Secondments

26.1 The Parties consider that TUPE does not apply as at the Commencement Date and, where relevant, the Provider and relevant Council have entered into a Secondment Agreement to assist the Provider in performing the Services in accordance with the Service plan.

26.2 It is anticipated that in the future the Parties will consider the structuring of the Service, including the use of secondment arrangements which may result in a Relevant Transfer in which case the Transferring Employees shall be transferred from the relevant Council to the Provider or a Sub-Contractor in accordance with the provisions of TUPE, and such transfer shall constitute and have the effect of a Relevant Transfer. The parties will comply with their respective obligations under TUPE and clauses 26.3 to 26.5 below shall apply.

26.3 The relevant Council shall discharge all obligations and liabilities in respect of the Transferring Employees at the relevant time up to but not including the Relevant Transfer Date. The Provider shall with effect from and including the Relevant Transfer Date assume and discharge all obligations and liabilities in respect of the Transferring Employees.

26.4 The relevant Council will indemnify the Provider and keep the Provider indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential arising from or related to the Council's acts, fault or omissions in relation to the Transferring Employees or any representative thereof prior to the Relevant Transfer Date.

26.5 The Provider will indemnify the relevant Council and keep the relevant Council indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential arising from or related to the Provider's acts, fault or omissions in relation to the Transferring Employees or any representative thereof prior to the Relevant Transfer Date.

26.6 In the event the circumstances envisaged in clause 26.2 results in a Relevant Transfer which results in employees of the Provider or a Sub-Contractor transferring to a Council or a sub-contractor of the relevant Council in accordance with the provisions of TUPE (**Provider Employees**), the parties will comply with their respective obligations under TUPE. The relevant Council will indemnify the Provider and keep the Provider indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential arising from or related to the Council's acts, fault or omissions in relation to the Provider Employees or any representative thereof prior to the Relevant Transfer Date. The Provider will indemnify the relevant Council and keep the relevant Council indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential arising from or related to the Provider's acts, fault or omissions in relation to the Provider Employees or any representative thereof prior to the Relevant Transfer Date.

## 26.7 Employee records

26.7.1 Subject to the requirements of the Data Protection Legislation the Provider shall maintain current, accurate and adequate records of:

- (a) all employees or other persons who are or who are to be engaged in connection with the provision of the Services. These records shall be kept at the appropriate location and shall include attendance records, records of grievances or other complaints made by or about employees or other persons engaged in connection with the provision of Services and records of all internal investigations, consultations, disciplinary proceedings and disciplinary sanctions and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be open for inspection by the relevant Council at all reasonable times and a copy of these records shall be provided if so required,
- (b) all work carried out in the provision of the Services. These records shall be open for inspection by the relevant Council at all reasonable times.

## 26.8 Termination

26.8.1 During the period of 12 months preceding the expiry of this Contract or immediately after the relevant Council or the Provider has given notice to terminate the appointment of the Provider (whether in whole or part) the Provider shall:

- (a) promptly, at the request of the relevant Council, fully and accurately disclose to the Council the TUPE Information and permit the Council to use the TUPE Information to inform any prospective tenderer and/or New Provider about the anticipated Relevant Employees;
- (b) if during the period between supplying the TUPE Information and the Relevant Transfer there is any material change in the information supplied or new information is discovered, promptly disclose to the relevant Council the updated information; and
- (c) use all reasonable endeavours to co-operate with any other reasonable request made by the relevant Council or any prospective tenderer concerning the TUPE Information.

26.8.2 During the period of 12 months prior to expiry of this Contract or following receipt of notice of termination of this Contract the Provider shall not

- (a) terminate the employment of any of the employees assigned to the provision of the Services for any reason whatsoever save where termination is lawful;
- (b) alter or change in any way any terms and conditions of employment of any of the employees assigned to the provision of the Services (whether with or without consent of the employees) other than changes agreed in the normal course of the employer's business and in good faith or wage

or salary awards which are in line with those offered generally for similar status individuals within the workforce of the employer or as required by law; and

- (c) recruit (except as a replacement for any employee whose employment is terminated and where the replacement is being recruited on terms which are not materially different from the terms of the employee being replaced) or assign any employee to provide the Services except with the relevant Council's prior written consent; and
- (d) relocate or assign new duties to any of the employees providing the Services without the prior written consent of the relevant Council.

## 26.9 **Obligations on Termination**

- 26.9.1 The Provider shall discharge all obligations and liabilities in respect of the Relevant Employees up to and including the Relevant Transfer Date.
- 26.9.2 The Provider warrants that reasonable care will be used in the preparation of the TUPE Information and that reasonable efforts will be taken to ensure that it will be complete (insofar as it is reasonable for the relevant Council to require such information to be provided) and accurate in all respects as at the date the information is provided. The Provider shall indemnify and keep indemnified the relevant Council and any New Provider against any loss caused to the relevant Council or any New Provider by any inaccuracy or incompleteness in such information or by any changes in the information which have not been communicated to the relevant Council (whether relating to the number, identity or details of the Relevant Employees or otherwise) which occur prior to the Relevant Transfer Date.
- 26.9.3 The Provider shall indemnify and keep indemnified the relevant Council and the New Provider in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which the relevant Council and/or any New Provider incurs arising from:
  - (a) any act or omission of the Provider or any Sub-Contractor in relation to the Relevant Employees or any representative thereof,
  - (b) any claim by an employee or former employee of the Provider or any Sub-Contractor who is not a Relevant Employee, and
  - (c) any representations made by the Provider or any Sub-Contractor in relation to employment by the Council and/or any New Provider.
- 26.9.4 The relevant Council shall indemnify the Provider in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which the Provider incurs arising from any act or omission of the relevant Council in relation to the Relevant Employees.
- 26.9.5 In the event that the Provider enters into any sub-contract in connection with the Services, it shall impose obligations on its Sub-Contractors in the same terms as those imposed on it pursuant to clauses 26.9.1 to 26.9.5 inclusive and shall

procure that each Sub-Contractor complies with such terms. the Provider shall indemnify the relevant Council and keep the relevant Council indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Council as a result of or in connection with any failure on the part of the Sub-Contractors to comply with such terms.

## 27 **Staff**

- 27.1 The Provider shall ensure the Staff are sufficient trained, suitably qualified and experienced so that the Services throughout the Contract Period are provided in all respects to the Contract Standard.
- 27.2 The Provider shall ensure that the Staff providing the Services in accordance with the Contract shall at all times exercise due care and diligence in the execution of their duties and the Provider shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services.
- 27.3 The Contract Manager acting reasonably shall be entitled to require the Provider to remove immediately from the provision of the Services a named member of the Staff. The Provider shall have the right to make representations to the Contract Manager concerning such person. After taking any representations into account, the Contract Manager shall be entitled to confirm, revoke or vary his decision.
- 27.4 The Provider shall bear the cost of or costs arising from any Notice, instruction or decision of the Council under this clause 27.
- 27.5 The Provider shall deliver to the Council no later than ten (10) Business Days following the end of each Quarter a written report for that Quarter in respect of its Staff monitoring absenteeism, Staff turnover, Staff vacancies, agency usage and mandatory training compliance.

## **Part D - Contracts, assets and property**

### 28 **Not used**

### 29 **Rights of access and inspection**

- 29.1 The Provider shall allow officers and members of the Councils to have reasonable access to the Provider's premises, Records and Staff (including providing such information and assistance as the Councils may reasonably request) to enable the Councils to inspect and review the Services generally, to meet its statutory duties and/or in the event that a Council has any concerns regarding the compliance with the Contract and any relevant statutory provisions.
- 29.2 Any information made available to the Councils under this clause shall be treated as Confidential Information.

### 30 **Performance monitoring**

- 30.1 The Provider shall comply with the performance monitoring arrangements set out in Schedules 2 and 3.



31 **Contract review**

31.1 The Councils may undertake contract reviews on an annual basis to review performance against the Contract as a whole. A Council will review the individual Services as set out in each Schedule.

31.2 The Provider shall afford all reasonable resources and facilities to allow the Councils to carry out its contract reviews and provide all reasonable information required. Whenever an annual review is undertaken, the Provider and the Councils shall meet following such annual contract review to discuss the outcomes of the review.

32 **Failure to perform**

32.1 If the Provider fails to supply any of the Services in accordance with the provisions of the Contract and such Default is capable of remedy, then, if the Default applies collectively to all the Councils, the Councils shall acting reasonably instruct the Provider to remedy the Default and if the Default applies to an individual Council or more than one Council that Council or those Councils shall acting reasonably instruct the Provider to remedy the Default and the Provider shall at its own cost and expense remedy such Default within such reasonable period of time as the Council(s) may direct.

32.2 Where a Default is capable of remedy, the Provider shall send the Council(s) a remedy plan (**Remedy Plan**) within 5 Business Days of the Default taking place setting out the steps for remedying the Default and the timescales for doing so.

32.3 If a particular Default has not been remedied in accordance with the timescales in the Remedy Plan then the Council may serve a notice on the Provider:

32.3.1 specifying that it is a formal warning notice;

32.3.2 giving reasonable details of the Default, and

32.3.3 stating that the Default is a Default which, if it recurs frequently or continues, may result in termination of this Contract.

32.4 If, following service of a warning notice under clause 32.3 the Default specified has recurred within the six (6) month period after the date of service, then the Council(s) may serve another notice (a **Final Warning Notice**) on the Provider:

32.4.1 specifying that it is a Final Warning Notice;

32.4.2 stating that the Default specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice, and

32.4.3 stating that if the Default:

(a) recurs in three (3) or more months within the six (6) month period; or

(b) continues for or recurs in such other specified time period as is deemed proportionate in view of such Default and associated Remedy Plan by the Council(s) (acting reasonably),

after the date of service of the Final Warning Notice, this Contract may be terminated by the Council(s).

32.5 In the event that a Council is of the reasonable opinion that it needs to take action in connection with the Services:

32.5.1 following a Material Breach by the Provider; and/or

32.5.2 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

32.5.3 to discharge a statutory duty,

then the Council may, without prejudice to its rights under clauses 54 and 55, without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Council that the Provider will once more be able to supply all or such part of the Services in accordance with the Contract and the Provider shall give all reasonable assistance to the Council as it may require including granting or obtaining licences or permissions for systems and data required to deliver the Services and providing access to the Provider's Staff.

32.6 The Council may charge the Provider for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Council or a third party pursuant to this clause 32.

### 33 **Complaints**

33.1 The Provider must have a process in place to log any complaints or any complimentary feedback received with regard to the Services (the **Provider's Log**) and will deal with complaints in accordance with the Provider's policy on complaints.

33.2 When required by the Contract Manager, the Provider will report the data obtained by the Provider's Log to the relevant Council in the manner reasonably requested.

33.3 For the avoidance of doubt, all complaints relating to the suitability of accommodation for the Nominee or current occupant are matters for the relevant Council to deal with.

### 34 **Whistleblowing**

34.1 The Provider shall ensure that it has a Whistleblowing procedure which shall specify a named senior manager responsible for ensuring the independence and probity of the whistleblowing process.

34.2 The Provider confirms that the Council is authorised as a person to whom the Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 (as amended) and declares that any Staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and its Staff will be made aware of this provision. The Provider further declares that any provision in any contract (including any contract of employment) purporting to preclude a member of its Staff from making a protected disclosure is void.

35 **Business continuity**

The Provider shall use its best endeavours to assist the Council in meeting its statutory obligations and to support the Council in the emergency provision of services to its community in the case of a disaster.

36 **Inquiries, investigations and inspections**

36.1 The Provider shall at all times during the Contract Period and for a period of six (6) years (or such longer period as required by Legislation) afterwards fully co-operate with any inquiry, investigation or inspection (whether routine or specific) which in any way concerns, affects or relates to the Services, or this Contract. Such inquiry, investigation or inspection may include, inter alia:

36.1.1 the Council's Cabinet and Overview and Scrutiny Committee and sub-committees undertaking their respective functions;

36.1.2 an investigation by the Council into a complaint about the acts or omissions of the Provider and/or its Staff made under the Equalities Legislation;

36.1.3 any Regulatory Body;

36.1.4 the Authority's auditors (whether internal or external);

36.1.5 the Local Government Ombudsman;

36.1.6 an investigation by the Council into an accident or incident or complaint about health and safety failures; and/or

36.1.7 an investigation by the Council into alleged fraud.

36.2 Such co-operation shall include the following:

36.2.1 providing access to or copies of such files, documents, letters, emails, notes, minutes, records, accounts or any other information (whether held or stored electronically, in hard copy format or otherwise) which relate to the subject or service under investigation;

36.2.2 providing access to the premises, vehicles, plant, equipment (including IT hardware and software) or other assets used by the Provider in the performance of this Contract;

36.2.3 providing access to the Staff (of whatever seniority) involved in this Contract (including managerial or supervisory staff) or who may be the subject of, or be named in, any inquiry or investigation by the auditors or the ombudsman (including providing suitable facilities for interviewing such staff);

36.2.4 maintaining the confidentiality of the inquiry or investigation when requested to do so;

36.2.5 making such explanations (whether written or oral) as may be necessary for the inquiry or investigation to be satisfied that the terms and conditions of this

Contract, the Council's standing orders and financial regulations and statutory provisions relating to this Contract are being complied with;

36.2.6 at all times and without notice allow access to the Local Government Ombudsman, Regulatory Body or to any investigating officer appointed by the Local Government Ombudsman or Regulatory Body, in connection with any complaint, investigation or inspection relating to this Contract or the Services. This shall extend to the Provider's premises, its Staff and to all documentation and information relating to this Contract to which the Provider and its Staff have access.

36.3 The Provider shall, if requested by the Council, co-operate with the Council, at its own expense, in connection with any legal proceedings, enforcing authority investigations, arbitration, court proceedings or ombudsman inquiries in which the Council may become involved, arising from breaches of the Council's duties due to the alleged acts or omissions of the Provider and/or its Staff.

## **Part E – Financial provisions**

### **37 Payment**

37.1 The Council shall be responsible for payment to the Provider in relation to the Services as set out in Schedule 7 and the Service Plan.

37.2 In setting the Cost the Provider shall only recover an amount equal to the actual cost incurred by it in providing the Services together with the Fee.

37.3 At the end of each financial period, being the period for which accounts are produced for the Council, the operation of this Contract will be reviewed by the Council's finance staff to ensure that all amounts due have been correctly calculated in accordance with this Contract.

### **38 Value Added Tax**

38.1 Value Added Tax (**VAT**), where applicable, shall be shown separately on all invoices at the appropriate rate in force at the time of the relevant supply.

38.2 The Council and the Provider agree to pay to the other any VAT properly chargeable.

### **39 Recovery of sums due**

39.1 Wherever under this Contract any sum of money is recoverable from or payable by the Provider as set out in this Contract and the Service Plan (including any sum which the Provider is liable to pay to the Council in respect of any breach of this Contract), the Council may deduct that sum from any sum then due to the Provider under the Contract or under any other agreement or contract between the Provider and the Council. Where the Council withholds any disputed monies which subsequently turn out to be rightfully due to the Provider, the Council shall pay interest to the Provider at the rate of 8% above base rate from the date the payment was due to the date upon which the payment was made.

39.2 Any overpayment by the Council to the Provider shall be recoverable by the Council and vice versa.

- 39.3 The Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has obtained the prior approval of the Council to such deduction.

## **Part F – Statutory Obligations and Regulations**

### **40 Prevention of bribery & corruption**

- 40.1 The Provider, whether acting by any person engaged by the Provider or acting on its behalf (whether with or without the knowledge of the Provider), shall:

40.1.1 not offer or give, or agree to give, to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Contract or any other contract with the Council or any other public body and comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and under Section 117 of the Local Government Act 1972 (the **Relevant Requirements**);

40.1.2 not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

40.1.3 comply with its own anti-bribery and anti-corruption policies in force from time to time and if none then to comply with the relevant industry body latest guidance applicable from time to time (the **Relevant Policies**).

40.1.4 maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 40.1.1 and will enforce them where appropriate;

40.1.5 promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of this Contract;

40.1.6 within 12 months of the date of this Contract, and annually thereafter, where requested by the Councils, certify to the Councils in writing signed by an officer of the Provider, compliance with this clause 40 by the Provider and all persons associated with it. The Provider shall provide such supporting evidence of compliance as the Council may reasonably request.

- 40.2 The Provider shall ensure that any person associated with the Provider who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Provider in this clause 40 (the **Relevant Terms**). The Provider shall be responsible for the observance and performance by such persons of the Relevant Terms.

- 40.3 For the purpose of this clause 40, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with Section 7(2) of the Bribery Act 2010 (and any guidance issued under Section 9 of that Act) and

Section 8 of that Act respectively. For the purposes of this clause 40 a person associated with the Provider includes but is not limited to any subcontractor of the Provider.

40.4 The Provider warrants that it has not paid commission or agreed to pay commission to the Councils or any other public body or any person employed by or on behalf of the Councils or any other public body in connection with the Contract.

40.5 If the Provider, its Staff or anyone acting on the Provider's behalf (whether or not with the knowledge of the Provider), engages in conduct prohibited by clauses 40.1 or 40.2, the Councils may:

40.5.1 terminate the Contract and recover from the Provider the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Councils of making other arrangements for the supply of the Services and any additional expenditure incurred by the Councils throughout the remainder of the Contract Period; and

40.5.2 recover in full from the Provider any other loss sustained by the Council in consequence of any breach of those clauses.

40.6 In exercising its rights or remedies under this clause, the Council shall:

40.6.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;

40.6.2 give all due consideration, where appropriate, to action other than termination of the Contract.

#### 41 **Equalities and diversity**

41.1 The Provider shall have and maintain an equality and diversity policy that complies with all applicable Legislation, is in line with best industry practice, consistent with the Councils' values and promotes an inclusive society, opposing all forms of intolerance and prejudicial discrimination, whether intentional, institutional or unintentional.

41.2 In the performance of its obligations under this Contract (including but not limited to those in relation to the provision of the Services), the Provider shall (and shall procure that its Staff shall):

41.2.1 not unlawfully discriminate within the meaning and scope of any Legislation relating to discrimination in employment in relation to any protected characteristic as defined in the Equality Act 2010;

41.2.2 comply with all applicable Equalities Legislation and the relevant Council's equality and diversity policy as provided to the Provider from time to time;

41.2.3 comply with the equality and diversity policy maintained pursuant to clause 41.1.

41.3 The Provider shall provide such information as the Council may reasonably require for the purpose of assessing the Provider's continued compliance with this clause 41.

- 41.4 The Provider acknowledges that the Councils have duties under section 149 of the Equality Act 2006 and any regulations issued pursuant to section 153 of that Act (the **Public Sector Equality Duty**) and the Provider:
- 41.4.1 shall not and shall procure that its Staff shall not through their conduct or practices cause the Council to be in breach of its Public Sector Equality Duty, and
  - 41.4.2 shall comply and shall procure the compliance of its Staff with any request or instruction from the Council to enable it to comply with its Public Sector Equality Duty.
- 41.5 Insofar as the delivery of the Services constitutes the exercise of a public function, the Provider shall in the exercise of that function comply with the Public Sector Equality Duty and shall have due regard to the need to:
- 41.5.1 eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
  - 41.5.2 advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
  - 41.5.3 foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 41.6 The Provider shall, and shall procure that its Staff shall, notify the Contract Manager in writing as soon as it becomes aware of any investigation of or proceedings brought against the Provider or any Staff under any Equalities Legislation.

## 42 **The Contracts (Rights Of Third Parties) Act**

No person who is not a Party to the Contract shall have any right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## 43 **Health and Safety**

- 43.1 In relation to the Staff, the Provider shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice pertaining to the health and safety of employees and others who may be affected by the Provider's acts or omissions in providing the Services under this Contract and shall require that any sub-contractors likewise comply.
- 43.2 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act etc 1974) is made available to the Council on request.
- 43.3 The Provider shall take full responsibility for the adequacy and safety of all operations and methods adopted in the performance of the Services and the acts of its Staff. The Provider shall notify the Council in writing if any method or practice set out in the Service Specifications shall be or shall become an unsafe method of practice.

43.4 The Council reserves the right to suspend the provision of the Services in whole or in part (to the extent reasonable) without paying compensation if and whenever the Provider is, in the reasonable opinion of the Council, in contravention of the Health and Safety at Work etc Act 1974 or any other health and safety Legislation and/or the provisions of this clause 43.

43.5 The Provider shall inform the Contract Manager immediately of any fatality and, within twenty four (24) hours, of any major injury or reportable dangerous occurrence that occurs in the performance of its obligations under this Contract.

#### 44 **Human rights**

44.1 The Provider shall comply with the European Convention on Human Rights and the Human Rights Act 1998 (**HRA**) as if it were a "Public Authority" within the meaning of the legislation.

44.2 The Provider shall indemnify the Council against any liability, loss, claim or proceedings arising out of any violation of the HRA by the Provider in the course of the provision of the Services under this Contract.

### **Part G – Information**

#### 45 **Data Protection**

45.1 For the purposes of this clause 40, defined terms have the meaning prescribed under this Contract or pursuant to the Data Protection Legislation.

45.2 The Parties shall at all times during the Contract Period comply with the provisions and obligations imposed by the Data Protection Legislation and the relevant Council and the Provider shall indemnify each other and keep each other indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause 40 by one Party which causes the other Party to be in receipt of any action, claims, demands, proceedings, damages, costs, charges and expenses including reasonable legal expenses.

45.3 The relevant Council and the Provider will both be acting in the capacity as Data Controller and Data Processor (depending on the circumstance) in connection with various of the activities being performed under this Contract in connection with any Shared Personal Data

45.4 Each of the parties shall ensure that, to the extent that it stores and processes Personal Data in connection with this Contract, it shall comply with the provisions and obligations imposed on it by the Data Protection Legislation.

45.5 As Data Processor the Provider shall at all times in respect of Shared Personal Data for which the Council is Data Controller:

45.5.1 implement appropriate technical and organisational measures to protect the Shared Personal Data against unauthorised or unlawful Processing, against a Personal Data Breach and to assist the Council to comply with any obligations in respect of the Data Subject's Rights;



- 45.5.2 Process the Shared Personal Data only in connection with this Contract and only to the extent and in such a manner as is necessary for discharging the Provider's obligations under this Contract, as otherwise permitted by the Council in writing; or required by law
  - 45.5.3 Ensure that in the event that the Provider is required to Process the Shared Personal Data outside of the terms of this Contract by law, it shall inform the Council of that legal requirement before Processing, unless the law prohibits the same on important ground of public interest;
  - 45.5.4 ensure that the Shared Personal Data is not transferred outside of the European Union without the prior written consent of the Council, ensuring compliance with any conditions attached to that consent;
  - 45.5.5 ensure that it does not engage another Data Processor without prior written authorisation from the Council and ensuring compliance with any conditions attached to that consent nor disclose the Shared Personal Data to any third parties other than to the extent required under a court order.
- 45.6 The Provider shall be entitled to disclose the Shared Personal Data to its employees agents or officers as reasonably necessary in order to perform its obligations under this Contract only to the extent that the Provider ensures the reliability of such persons, being under an obligation of confidentiality, having undertaken training in Data Protection Legislation and understanding the obligations upon the Provider in relation to the Shared Personal Data.
- 45.7 The Provider shall notify the Council within two (2) business days if it receives:
- 45.7.1 a request to exercise the Data Subject's Rights; or
  - 45.7.2 a complaint or request relating to the Council's obligations under the Data Protection Legislation
- and shall take no further steps in relation to the same until such time that it receives written instruction to do so from the Council.
- 45.8 The Provider will provide all data in its possession as requested by the Council from time to time in accordance with the timescale specified by the Council in the event of the Council receiving a request to exercise the Data Subject's Rights or a complaint or request relating to the Council's obligations under the Data Protection Legislation. Where the Council requests data for the purpose of complying with such a request, the Provider will retrieve the relevant data and provide a full copy of such to the Council as soon as is possible but in any event within 4 Working Days of such a request being made.
- 45.9 In the event that the Provider becomes aware of any unlawful Processing or a Personal Data Breach in relation to the Shared Personal Data the Provider shall:
- 45.9.1 record the details of the suspected incident in a security incident log and immediately undertake an initial investigation into the suspected incident;
  - 45.9.2 promptly, and within no later than 24 hours of becoming aware of the event, give written notice to the Council with full details of such contravention; and

- 45.9.3 take no further steps in relation to the same until such time that it receives written instructions to do so from the Council.
- 45.10 The Provider will co-operate and provide reasonable assistance with any proceedings, investigation or inquiry by the Council and any subsequent actions arising therefrom, including but not limited to any report to and investigation by the Information Commissioner's Office and/or notification to any affected individuals, and implement any measure necessary to restore the security and integrity of any compromised Shared Personal Data.
- 45.11 The Provider will on the determination or expiry of this Contract or at such time that the Provider no longer requires access to the Shared Personal Data for the purposes of performing its obligations under the same and at the request of the Council either return to the Council or securely destroy the Shared Personal Data (and all copies of such data) in the Provider's possession.
- 45.12 The Council shall on giving reasonable notice to the Provider be entitled to request that the Provider provide evidence, and/or the Council audit the procedures of the Provider (which shall include the right to enter the Provider's premises and/or view the Provider's systems) for the purposes of ensuring compliance with this clause 40 and to take any reasonable steps to satisfy itself that Provider is so complying

#### 46 **Confidentiality**

##### 46.1 Each Party:

46.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

46.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

##### 46.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from the other under or in connection with the Contract:

46.2.1 is given only to such of the Staff or the staff of the Council and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract; and

46.2.2 is treated as confidential and not disclosed (without prior approval) or used by any Staff or staff of the Council or such professional advisors or consultants otherwise than for the purposes of the Contract.

##### 46.3 Each Party shall refrain from using any Confidential Information it receives from the other otherwise than for the purposes of the Contract.

##### 46.4 The provisions of clauses 46.1 to 46.3 shall not apply to any Confidential Information received by one Party from the other:

- 46.4.1 which is or becomes public knowledge (otherwise than by breach of this clause);
  - 46.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - 46.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 46.4.4 which is independently developed without access to the Confidential Information; or
  - 46.4.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 pursuant to clause 51.
- 46.5 Nothing in this clause shall prevent the Council disclosing any Confidential Information:
- 46.5.1 for the purpose of the examination and certification of the Council's accounts; or
  - 46.5.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or
  - 46.5.3 to any government department or any other contracting authority. All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any contracting authority; or
  - 46.5.4 to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Contract provided that in disclosing information the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 46.6 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

47 **Audit**

The Provider shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Provider shall on request afford the Council or the Council's representatives such access to those records and its premises as may be required by the Council in connection with the Contract.

48 **Publicity**

48.1 Except in accordance with the protocol agreed between the Parties, the Provider shall not make any press announcement or publicise this Contract or any part thereof in any way without the approval of the Councils, or relevant Council as the context determines, such approval not to be unreasonably withheld or delayed. The Provider may refer to this Contract in its general marketing and in submission and presentations for contracts.

48.2 The Provider shall take reasonable steps to ensure the observance of the provision of clause 48.1 by all of its Staff.

48.3 The provision of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

49 **Branding principles**

Any Branding shall be in accordance with principles approved by the Provider.

50 **Records**

50.1 The Provider shall maintain current and accurate Records of all work carried out in the provision of the Services and shall ensure that these Records shall be available for inspection by an authorised representative of the Council at all reasonable times.

50.2 The Provider shall maintain security safeguards against the destruction or loss or unauthorised use or alteration of Records irrespective of the storage media which are under the Provider's control as part of the Services. Such safeguards shall include an obligation on the Provider to ensure that access to Records is only obtained by such Council staff as may be specifically designated by the Contract Manager.

50.3 If any Records are:

50.3.1 accidentally or wilfully destroyed, otherwise than by the Council or on the authorisation of the Council, or;

50.3.2 altered without authorisation,

in the event that the Provider does not put in hand a method for reinstatement or replacement of such Records within seven days of receipt of a Notice from the Council then without prejudice to the Council's other rights at law, the Provider shall reimburse the Council's reasonable costs in restoring such Records.

50.4 Immediately upon expiry or termination of this Contract for any reason whatsoever the Provider shall at the sole option of the Council either return to the Council all Records in an agreed form, timescale and location or destroy all copies thereof.

51 **Freedom of Information**

51.1 The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and must assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.

- 51.2 The Provider shall upon receipt of any request for information in relation to this Contract received by the Provider or any sub-contractors:
- 51.2.1 transfer the request for information to the Council as soon as practicable after receipt and in any event within five Business Days of receiving a request for information;
  - 51.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within five Business Days (or such other period as the Council may specify) of the Council requesting that information; and
  - 51.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations 2004.
- 51.3 The Council will be responsible for determining at its absolute discretion whether any information:
- 51.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004; and
  - 51.3.2 is to be disclosed in response to a request for information, and in no event will the Provider respond directly to a request for information unless expressly authorised to do so by the Council.
- 51.4 The Provider acknowledges that the Council may, acting in accordance with the Ministry of Justice Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under Section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information in relation to this Contract.
- 51.5 The Provider must ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and must permit the Council to inspect such records as requested from time to time.
- 51.6 The Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 51.4.
- 51.7 The Council shall to the extent practicable seek the views of the Provider where information is requested under FOIA or the Environmental Information Regulations 2004 which is reasonably likely to affect the commercial interest of the Provider and shall take into account the representations of the Provider in deciding on release or withholding of the information but this clause shall not fetter the discretion of the Council or its obligation to have regard to the public interest.

## 52 **Public contracts**

- 52.1 The Provider shall on each anniversary of the Commencement Date provide to the Council the following information:

- 52.1.1 details of any services provided by the Provider to any other third parties other than the Members (**Third Party Services**);
  - 52.1.2 the average total turnover of the Provider since its incorporation or (where it is more than 3 years since the Provider's incorporation) for the previous 3 years;
  - 52.1.3 the proportion of that turnover attributable to Third Party Services;
  - 52.1.4 the anticipated turnover of the Provider for the forthcoming year and the proportion of that turnover anticipated to be attributable to Third Party Services.
- 52.2 The Provider shall promptly notify the Council in the event that it becomes aware that its actual turnover is likely to differ from any information provided pursuant to clauses 52.1.3 and 52.1.4.
- 52.3 In the event that the proportion of the Provider's turnover attributable to or anticipated to be attributable to Third Party Services is 20% or more the Council shall be entitled to serve Notice on the Provider terminating this Contract.

## **Part H – Liability and Insurance**

### **53 Liability and Insurance**

- 53.1 The Provider shall be liable for and shall indemnify each Council, its agents, servants and employees against all and any loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of any personal injury to or death of any person whomsoever and any loss or damage whatsoever arising out of or in the course of the performance of the Services (and the Provider taking access in relation to any of the Properties to carry out the same) and due to any neglect, error, act or omission of the Provider and/or any of its employees, agents or representatives.
- 53.2 Subject to the provisions of clause 53.4 the Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all potential liabilities pursuant to this Contract which may be incurred by the Provider or the Councils arising out of the Provider's performance of the Contract, including but not limited to the following:
- 53.2.1 public liability insurance cover for an amount of not less than £5 million (or such other sum as may be reasonably required by the Council from time to time) in respect of each and every claim, excluding defence costs and criminal proceedings costs;
  - 53.2.2 professional indemnity insurance cover for an amount of not less than £5 million (or such other sum as may be reasonably required by the Council from time to time) in respect of any one claim or series of claims arising from any one cause in a single calendar year, such insurance shall be maintained for a minimum of 12 (twelve) years following the expiration or earlier termination of this Contract; and
  - 53.2.3 employer's liability insurance cover for an amount of not less than £5 million (or such other sum as may be reasonably required by the Council from time to

time) for claims arising from any one claim or series of claims arising from any one cause in a single calendar year.

- 53.3 The Provider shall supply to the Council forthwith and upon each renewal date of any relevant policy referred to in clause 53.2 a certificate from its insurers or brokers demonstrating that appropriate cover is in place.
- 53.4 If the Provider fails to take out and maintain the insurances required by this Contract or the Parties agree that the Council shall effect any of the insurances required by the terms of this Contract whether or not in joint names then the relevant Council may itself insure against any risk and to a level which in its reasonable opinion is required by the terms of this Contract and a sum or sums equivalent to the amount paid or payable by the Council in respect of premiums therefore may be deducted by the Council from any monies due or to become due to the Provider under this Contract or such amount may be recoverable by the Council from the Provider as a debt.

## **Part I – Dispute, Disruption and Termination**

### **54 Termination**

- 54.1 The Contract consists of a number of separable activities and the Parties acknowledge that, if termination of the Contract is permitted in consequence of Default by the Provider in respect of any particular activity, the Council may in its absolute discretion terminate the Contract in relation only to a specified activity or group of activities.
- 54.2 Subject to the provisions of clause 11 the relevant Council may terminate the Contract by Notice in writing with immediate effect if (other than by the act or omission of the Council):
- 54.2.1 the Provider ceases or threatens to cease to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets that in the reasonable opinion of the Council would adversely affect the delivery of the Services; or
  - 54.2.2 the Provider fails to obtain or retain any consent, licence or permission (or such consent, licence or permission is varied, restricted or suspended) and the Council reasonably considers that the effect thereof will or may be to have a material adverse effect on the provision of the Services; or
  - 54.2.3 the Provider passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
  - 54.2.4 where the Provider is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

54.2.5 any similar event occurs under the law of any other jurisdiction within the United Kingdom.

54.3 The Provider shall notify the Council immediately if any of the events listed in clause 54.2 occur.

## 55 **Termination on Default**

55.1 The relevant Council may terminate the Contract, or terminate the provision of any part of the Services, by written Notice to the Provider with immediate effect if the Provider commits a Material Breach and if:

55.1.1 the Provider has not remedied the Material Breach to the satisfaction of the Council within the timeframe specified by the Council in a written Notice specifying the Material Breach and requesting it to be remedied (which timeframe shall be determined by the Council acting reasonably); or

55.1.2 the Material Breach is not capable of remedy.

## 56 **Consequences of termination**

56.1 If the relevant Council terminates this Contract or terminates the provision of any part of this Contract under clause 52.3 or clause 54 or clause 55, the Council shall:

56.1.1 be entitled to employ and pay a New Provider to provide and complete the provision of the Services or any part thereof; and

56.1.2 be entitled to recover from the Provider the costs incurred in making those other arrangements including any additional expenditure incurred by the Council.

56.2 Where this Contract is terminated, no further payments shall be payable by the Council to the Provider until the Council has established the final cost of making alternative arrangements.

56.3 Termination of this Contract for any reason (including expiry) shall not affect any rights or liabilities of either Party that have accrued prior to the date of termination.

56.4 The clauses of this Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 57 **Suspension**

If the Secretary of State exercises his functions under sections 15(6) and/or 15(5) of the Local Government Act 1999 (to the extent either of these affects a Council's rights under this Contract) then until such time as the Secretary of State (or his nominee) ceases to exercise the relevant statutory function of the Council or withdraws any direction made to it (as the case may be)(the Suspension Period) neither Party shall seek to vary or terminate this Contract.



58 **Handover**

- 58.1 The Provider shall not charge the Councils or any New Provider for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this clause 58.
- 58.2 At the end of the Contract Period (and howsoever arising) the Provider shall forthwith deliver to the Council upon request all the Council's property (including but not limited to materials, documents, information) relating to the Contract.
- 58.3 The Provider shall use all reasonable endeavours to transfer all data relating to the Services (including requests for Services to be undertaken which have not been completed) in accordance with any format reasonably specified by the Council or a New Provider.
- 58.4 The Provider shall secure pension protection for each LGPS Employee in accordance with the provisions of the Best Value Authorities Staff Transfers (Pensions) Direction 2007. Save on expiry or termination of this Contract, if the employment of any LGPS Employee transfers to another employer (by way of a transfer under TUPE) the Provider shall consult with and inform those LGPS Employees of the pension provisions relating to that transfer.]
- 58.5 At the end of the Contract Period (howsoever arising) and for a period of six months after the Contract Period the Provider shall co-operate free of charge with the Council and any New Provider appointed by the Council to continue or take over the performance of the Contract in order to ensure an effective handover of all work then in progress.

59 **Disruption**

- 59.1 The Provider shall give the maximum possible advance warning of prospective industrial action by the Staff or other industrial disputes likely to adversely affect the performance of this Contract.
- 59.2 In the event that:
- 59.2.1 industrial action is taken by any Staff such as that the provision of the Services are, in the reasonable opinion of the Council, materially disrupted; or
  - 59.2.2 action is taken by the Provider so as to prevent its Staff from providing the Services,
- the Council reserves the right to make alternative arrangements for the provision of the Services and to charge the Provider for any difference in resultant cost or terminate this Contract by Notice in writing to the Provider.
- 59.3 In the event that industrial action is taken by Staff of the Council the Provider shall make every attempt to ensure that its Staff continue to provide the Services.

60 **Dispute**

- 60.1 If there is a dispute between either Party concerning the interpretation or operation of this Contract then either Party may notify the other that it wishes the dispute to be referred to a meeting of the Contract Manager and the Provider's Representative to resolve, negotiating on the basis of good faith.

- 60.2 If after 20 Business Days (or such longer period as both of the Parties may agree) of the date of the Notice referred to in clause 60.1 the dispute has not been resolved then either Party may notify the other that it wishes the dispute to be referred to a meeting of a Strategic Director of the Council and the Managing Director of the Provider, to resolve, negotiating on the basis of good faith.
- 60.3 If after 20 Business Days (or such longer period as both parties may agree) of the date of the Notice referred to in clause 60.2 the dispute has not been resolved then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure 2014 (the **Model Procedure**) or such later edition as may be in force from time to time.
- 60.4 If both Parties to this Contract do not agree on the identity of the mediator then either one of the Parties may request CEDR to appoint one.
- 60.5 The procedure in the Model Procedure will be amended to take account of:
- 60.5.1 any relevant provisions in this Contract; or
  - 60.5.2 any other agreement, which both Parties may enter into in relation to the conduct of the mediation (**Mediation Agreement**).
- 60.6 Both of the Parties shall:
- 60.6.1 use their best endeavours to ensure that the mediation starts within 20 Business Days of the date on which the Notice referred to in clause 60.3 was served; and
  - 60.6.2 pay the mediator's fee in equal shares.
- 60.7 Any agreement the Council reaches with the Provider as a result of mediation shall be binding on both of the Parties, as set out in the Model Procedure. However, if the dispute has not been settled by mediation within ten Business Days of the commencement of mediation (by which is meant the commencement of the formal hearings by the mediator of each side's statements), then either Party may commence litigation proceedings (but not before then).
- 60.8 Neither Party shall be precluded by clause 60.7 from taking such steps in relation to court proceedings or otherwise as the Council or the Provider (as the case may be) may deem necessary or desirable to protect their respective positions. This shall include:
- 60.8.1 issuing or otherwise pursuing proceedings to prevent limitation periods from expiring; or
  - 60.8.2 applying for interim relief; and
  - 60.8.3 issuing or otherwise pursuing proceedings that are necessary to protect their employees or their agents.
- 60.9 The use of the dispute resolution procedures set out in this clause 60 shall not delay or take precedence over the provisions for termination set out in clauses 54 and/or 55.

61 **Law and jurisdiction**

Subject to clause 60 the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Contract and the legal relationship established by this Contract (including non-contractual disputes and claims).

62 **Change in law**

The Provider shall take all steps necessary to ensure that the Services are performed in accordance with the terms of this Contract following any Change in Law.

62.1 **Qualifying Change in Law**

If a Qualifying Change in Law occurs or is shortly to occur, then either Party may write to the other to express an opinion on its likely effects, giving details of its opinion of:

62.1.1 any necessary change in the Services;

62.1.2 whether any changes are required to the terms of this Contract to deal with the Qualifying Change in Law;

62.1.3 any estimated change in costs of delivering the Services that results directly from the Qualifying Change in Law,

in each case giving in full detail the procedure for implementing the change in the Services.

62.2 **Parties to Discuss**

As soon as practicable after receipt of any notice from either Party under clause 62.1 , the Parties shall discuss and agree the issues referred to in clause 62.1 and any ways in which the Provider can mitigate the effect of the Qualifying Change in Law, including:

62.2.1 providing evidence that the Provider has used reasonable endeavours (including (where practicable) the use of competitive quotes) to minimise any increase in costs and maximise any reduction in costs;

62.2.2 demonstrating how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred or would have been incurred, foreseeable Changes in Law at that time have been taken into account by the Provider;

62.2.3 demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law concerned, has been taken into account.

63 **Counterparts**

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**Schedule 1**

**Service Plan**



**SERVICE PLAN BETWEEN CAPITAL LETTERS AND [INSERT BOROUGH] [INSERT YEAR]**

**DESCRIPTION OF SERVICE**

Capital Letters has been established to enable member Boroughs to work together to increase supply, whilst avoiding competing for limited accommodation and pushing up costs. The intention of pooling resources and sharing expertise is to enable Capital Letters to make best use of this to provide a cost-effective, efficient and consistent pan-London service for member Boroughs, as well as providers of accommodation and tenants.

The purpose of Capital Letters is to procure new PRS and PSL properties for the prevention and relief of homelessness and to end a main homelessness duty or to be used as temporary accommodation.

Properties will be procured across London according to need, availability, quality and cost, and will not be limited to areas within member Boroughs; Capital Letters will abide by the IBAA agreement.

In procuring these properties, Capital Letters' objectives are to reduce costs for the Borough, reduce competition between Boroughs, allocate properties as locally as possible and – by acting as a non-local authority landlord - provide settled private rented accommodation.

Capital Letters will provide a tenancy sustainment and landlord support service, with the objective of preventing the revolving door of homelessness.

**CAPITAL LETTERS SERVICE STANDARDS**

***Service delivery criteria***

Capital Letters will:

- Deliver the agreed number and type of properties to meet the Borough's requirements as set out in this document or as amended from time to time
- Comply with the agreed Capital Letters' property standard appended to the SLA
- Comply with IBAA parameters for the Borough's BRMA(s)
- Always comply with the Operational Development Group's (ODG) agreed pan-London incentive payment and LHA levels, unless the Borough authorises Capital Letters to exceed this for exceptional cases
- Allocate properties fairly to all member Boroughs in accordance with the level of resources invested in Capital Letters and the agreement about type of properties required (see Appendix 1 – Allocation Principles). Capital Letters will use the Property Listing Platform (PLP) algorithm to deliver this requirement
- Aim to achieve any specific requirements of the Borough (such as a % of accessible dwellings) as set out in this document or as they arise during the period of this Service Plan
- Provide a tenancy sustainment service to support successful moves into the private rented sector
- Work with the Borough to encourage existing suppliers to switch from nightly paid to leasing arrangements where properties are suitable for leasing
- Maintain accurate records of all Capital Letters activities in order to report individually to Boroughs on Capital Letters' performance in delivering their targets (see Appendix 2 – Operational Practicalities)
- Use regular monitoring and review meetings to evaluate performance and adjust tactics where

this is necessary to do so to achieve the overall objectives, in agreement with the Borough.

### ***Incentives***

The procurement team's objective is to achieve the best value for both the Borough and Capital Letters. They will contain all expenditure within the overall agreed envelope of incentives or LHA levels with the expectation that they secure properties below the maximum allowed incentive payment wherever possible.

Capital Letters will offer landlords insurance to provide rent guarantees and insurance against damage as part of the incentive payment for PRS properties. This will be taken out of the total incentive payment "envelope", reducing the actual cash amount paid to landlords.

The following arrangements will apply for the different types of payment available:

1. Where the Borough nominates a tenant to a Capital Letters procured PRS tenancy which is subject to a landlord incentive, Capital Letters will pay in full the agreed incentive amount direct to the landlord and invoice the Borough for the difference between this and the currently available MHCLG grant.
2. Where the Borough nominates a tenant to a leased property from Capital Letters, the Borough will pay an agreed weekly top up fee over the relevant LHA level for the area to Capital letters for the duration of the lease agreement.  
In this situation, there are three likely scenarios:
  - i) Capital Letters manages the property and is responsible for rent collection.
  - ii) The Borough manages the property on Capital Letters behalf and is responsible for rent collection under a Service Level Agreement.
  - iii) **Either** the Borough manages the property on Capital Letters' behalf and contracts Capital Letters' rent collection service **or** the Borough collects the rent and contracts the management service from Capital Letters, paying a weekly fee for the functions carried out under the Service Level Agreement.

### ***Service Standards***

The Capital Letters service standards are:

1. All properties will be inspected before accepting them for the company and photographs taken to be included on the PLP.
2. No properties will be allocated to the Borough until all compliance, fire risk assessments and health & safety checks have been completed and certificates have been provided by the landlord, agent or Capital Letters (where the company is managing the property).
3. All required repairs to the property will be completed before the property is offered to the Borough.
4. The rent and any relevant incentives will be agreed with the landlord or agent in advance of allocating properties and in accordance with what has been agreed with the Borough.
5. Properties will be allocated to the Borough using the Capital Letters PLP; all data relating to the property (photos, certificates, inspection reports, repairs etc) will be available for the Borough to view before accepting the property.
6. Capital Letters will pay landlords or agents agreed incentives direct within 2 working days of the lease or tenancy agreement being signed. Capital Letters will invoice the Borough for the difference between the MHCLG grant and the actual incentive paid. The Borough will pay the invoice in accordance with the payment arrangements set out below.
7. Capital Letters will agree any exceptional payments for specific properties with the Borough before entering into an agreement with the landlord or agent.
8. Capital Letters will coordinate tenancy sustainment service activities between Capital Letters and the Borough, to ensure the Capital Letter services are complementary.
9. Capital Letters will communicate regularly with the Borough's designated staff to ensure that the

work of the two teams is coordinated and congruent to avoid competition or escalation of costs.

## **BOROUGH PERFORMANCE REQUIREMENTS**

A condition of being a member of Capital Letters is that 50% of the Borough's annual supply of new non-emergency accommodation for homeless households in London is provided by Capital Letters.

### ***Membership principles***

If the Borough retains an in-house procurement function, the Borough undertakes to avoid competition with the Capital Letters team by agreeing the following principles:

1. The Borough's team will adhere to the pan-London incentive payment package agreed by the ODG and will not pay landlords more than these amounts (which may be varied from time-to-time by agreement).
2. The Borough Team will comply with the IBAA and not pay rent that exceeds the prevailing LHA rate.
3. The Borough Team will not provide top up payments over the weekly amount agreed by the ODG (which may be varied from time-to-time by agreement).

### ***Operational requirements***

The Borough will provide named staff and their contact details to:

- attend Operational Development Group (ODG) meetings and authorised to act on behalf of the Borough to agree working practices, incentive payments and other cross-Borough arrangements
- work with Capital Letters to ensure the efficient allocation and occupation of properties procured by the company
- authorise the procurement of exceptional properties and incentive payments
- authorise the payment of rent for void periods (see working arrangements below)
- coordinate the tenancy sustainment service
- process all invoices from Capital Letters for the payment of incentives
- work with Capital Letters on PR & communication activities

### ***Working arrangements***

The Borough will accept or reject properties offered by Capital Letters within 2 working days. For these purposes, the "working day" refers to properties offered before 12 pm. The "working day" for properties offered after 12pm will start on the following day.

Capital Letters will enter into agreements with landlords and agents on behalf of the Borough to secure properties. This will include a commitment to pay rent to the landlord or agent within 7 working days of entering into an agreement (2 working days to accept a property; 5 working days to find a suitable household). Where the Borough is unable to nominate a household to a property within 5 working days of accepting it, they will be responsible for paying the rent to the landlord or agent until such time as they are able to nominate a household to the property.

In the event that the Borough is unable to allocate a property within the 5 working days, Capital Letters can arrange to pay the landlord so that the property is not lost. Before any such payments are made, Capital Letters requires specific written agreement from the Borough's named representative who is authorised to accept liability for, and authorise the payment of, rent for each property. Only on receipt of written authorisation (by email) will Capital Letters pay the landlord. We will invoice the Borough to recover the monies paid.

Where the Borough has been unable to successfully let the property due the landlord unreasonably refusing nominations, neither the Borough nor Capital Letters will be responsible for paying the rent. The Borough will provide evidence to support that nominations have been unreasonably refused. The

landlord will be informed that they will bear the void costs in these circumstances.

**Invoicing arrangements**

1. The Borough will make monthly payments in advance to Capital Letters, which the company can draw down to reimburse incentive payments made on behalf of the Borough.
2. Capital Letters will provide an invoice or other auditable arrangements – to be agreed with the Borough - to account for expenditure against the Borough’s monthly advance payment, setting out the difference between the current MHCLG grant level and each incentive payment made to the landlord or agent on behalf of the Borough.
3. Where the Borough is making a financial contribution to the Service rather than seconding staff, Capital Letters will invoice the Borough quarterly in advance so that the company is able to pay the salary and on-costs of staff employed to deliver the Borough’s service.
4. Where the Borough has contracted with Capital Letters to provide additional services over and above the procurement and tenancy sustainment service, these will be invoiced in accordance with the contracts pertaining to the individual agreements.

**INCENTIVE & LHA TOP-UP PAYMENTS**

The Borough authorises Capital Letters to procure properties and pay the maximum incentive payments as are agreed by Operational Development Group (ODG) from time to time. Capital Letters agrees not to exceed these maximum amounts unless there are exceptional circumstances and only with the prior approval of the Borough’s nominated representative.

Such approvals will be sought and made in accordance with the procedure agreed between the parties.

**RESOURCE ARRANGEMENTS**

Secondees: <b>List names</b>	<b>Commencement date</b>
Budget provision: <b>no. staff</b> x £50,000 per annum, quarterly in advance	<b>Total value £</b>

**TARGETS**

<b>PRSO</b>	<b>Target no.s</b>
<b>Note on targets: either based on previous year performance or business plan assumption (equivalent of 70 properties per Housing Negotiator per annum)</b>	
Studios	
1 bedroom	
2 bedrooms	
3 bedrooms	
4 bedrooms	
Accessible properties	
Other exceptions	



<p><b>PSL</b></p> <p>Note on targets: either based on previous year performance or business plan assumption (equivalent of 30 properties per Housing Negotiator per annum)</p> <p>Studios</p> <p>1 bedroom</p> <p>2 bedrooms</p> <p>3 bedrooms</p> <p>4 bedrooms</p> <p>Accessible properties</p> <p>Other exceptions</p>	<p><b>Target no.s</b></p>
<p><b>ADDITIONAL SERVICES</b></p>	
<p><b>Details to be discussed with Boroughs</b></p> <ol style="list-style-type: none"> <li>1. Rent Collection</li> <li>2. Housing Management</li> <li>3. Repair &amp; Maintenance</li> </ol>	<p>£</p>
<p><b>MONITORING &amp; REVIEW</b></p>	
<p>Capital Letters will meet with the named Borough representatives bi-monthly to review performance and agree any exceptional arrangements, revised tactics or incentive payments to ensure that the overall agreed targets are delivered during the year. Additional meetings will be arranged where issues with performance arise to understand the root causes and agree mitigating actions.</p> <p>Prior to the commencement of each financial year, Capital Letters will meet with the named Borough representative to agree the detailed KPIs for the year. These will be incorporated into the annual Service Plan and performance monitored against these at each review meeting.</p> <p>A schedule of meetings will be agreed at the start of each year.</p> <p>Capital Letters will prepare a report and distribute it in advance of each meeting within agreed timescales which allow the most up-to-date performance and status information in considered. The report will contain information about both Capital Letters' and the Borough's performance regarding the different responsibilities for Service delivery.</p> <p>The outcomes of these review meetings will be recorded and agreed within one week of the meeting.</p>	
<p><b>SERVICE IMPROVEMENT &amp; COMPLAINTS</b></p>	
<p>The objective of both parties is to ensure Capital Letters' services are the best they can be and deliver the required outcomes in terms of numbers of properties procured, costs and quality of services and accommodation. Opportunities to continuously improve the service will be discussed in the monthly</p>	

review meetings.

If at any point the Borough wishes to raise any concerns about the Service, they will in the first instance direct such issues to the Capital Letters' Director of Operations who will endeavour to resolve it to all party's satisfaction as quickly as possible.

If the Borough remains unhappy with the response, their complaint will be escalated to the Chief Executive to review and resolve.

If the Borough remains dissatisfied with the responses and Service, the last stage of the complaints process will be to convene a panel of Board members to review the issue and determine how best to conclude the matter to the Borough's satisfaction.

<b>SIGNATORIES</b>	
<b>Signed on behalf of Capital Letters</b>	<b>Signed on behalf of XXXX Borough</b>
<b>Name &amp; Position</b>	<b>Name &amp; Position</b>
<b>Date:</b>	<b>Date:</b>

<b>Names &amp; contact details of Authorised Officers</b>		
<b>Activity</b>	<b>Name &amp; job title</b>	<b>Contact details (phone &amp; email)</b>
ODG representative		
Allocation process		
Void rent payments		
Exceptional properties & incentive payments		
Tenancy sustainment coordination		
Invoice processing		
PR & Comms		

## **APPENDIX 1**

### **CAPITAL LETTERS' ALLOCATIONS POLICY SUMMARY**

The method by means of which properties procured by Capital Letters will be allocated to individual Boroughs are set out in more detail in the Capital Letters Allocations policy. The main principles are:

#### **Principle 1.**

The number of properties (excluding HMOs and studios) procured for each Borough over the previous year using the resources and contracts transferred into Capital Letters would set a minimum limit for allocation of properties to that Borough. This should guarantee that (unless market conditions have markedly worsened) each Borough will get at least as many properties over the first year as were procured by the staff it seconds in the previous year. Studios and HMOs will not be counted in these minimum allocations but will be allocated separately according to location and Borough need.

#### **Principle 2.**

It is expected that significantly more properties than this will be procured in practice, due to staff working collaboratively and because of the additional procurement resources available to Capital Letters. Properties procured above those numbers would go to the participant Boroughs according in proportion to the staff resources they have contributed through secondment or funding of staff recruited directly by Capital Letters.

#### **Principle 3.**

Boroughs will be able to specify the proportion of each type (PRS, PSL etc.) and size of property that they want, as well as making requests to meet urgent needs for specific property types as they arise. These expressed preferences will guide the Capital Letters procurement strategy, and as much as possible they will be met, bearing in mind that some sizes and types of property are harder to obtain than others.

#### **Principle 4.**

Subject to meeting Borough minimum allocations, and fair distribution of additional properties, all properties should be allocated as close to host boroughs as possible, also taking in to account the provisions of the homelessness suitability order as they apply to individual households. This should mean that a much smaller number of households have to move a long distance from their home borough than is currently the case.

#### **Principle 5.**

Any additional properties procured beyond the needs of the participating boroughs may be offered to non-participant boroughs.

### **Extract from Business Plan approved in May 2019**

## APPENDIX 2

### CAPITAL LETTERS' OPERATIONAL PRACTICALITIES

The following operational practice will apply:

- Records will be kept on the Property Listing Platform in real time of both the number of properties allocated to each Borough in the year to-date, and the numbers procured by their seconded staff or – where a budget has been provided - directly employed staff
- A “wish list” of property types and sizes will be kept up to date by each Borough including a small number of “urgent needs”
- Procurement effort is partially targeted according to which Borough has the greatest shortfall on its target for that point in the year, e.g. leading to a short-term concentrated effort in the area within and close to that Borough
- Where possible any new property is offered to the closest Borough, if it is a property size and type they require
- However, if a Borough is more than 10% behind on its target compared to other Boroughs, then this priority (above) is overridden, and the Borough which is behind has first option to accept the new property
- Normal allocation priorities may be overridden at the discretion of Capital Letters' managers if a Borough has an urgent need for property with unusual features e.g. size, disability adaptation etc. which is procured in another area
- Every effort is made to ensure that by the end of the year, each Borough has got its targeted share of properties, but if this is not the case for any reason then the target for the following years is adjusted accordingly
- If Boroughs have rising or falling demand, they may increase or decrease the number of staff they fund
- Capital Letters will not let properties more than one bed overcrowded according to the Bedroom Standard, other than in very exceptional circumstances
- Capital Letters will not use overcrowding to support overpayment of landlords for example by allowing a household to pay a two bed LHA rate for a one bed property.

**Extract from Business Plan approved in May 2019**

## **Schedule 2**

### **Procurement Services**

- 1 The Service Plan will identify the extent of the Services being provided by the Provider to the relevant Council. The general nature of the procurement services is set out below.
- 2 The Provider will source suitable Accommodation, through a mix of both Non-Leased Accommodation, e.g. providing both PSL Accommodation and PRSO Accommodation and on Leased Accommodation, i.e. where the Provider will source properties where it will acquire a lease. For Leased Accommodation, the Provider will enter into head leases with the property owners, with the Council having rights to nominate households to the Accommodation made available by the Provider.
- 3 For Leased Accommodation, the relevant Council shall procure that the Tenant will enter into an Assured Shorthold Tenancy with the Provider and pay the agreed rent in accordance with the Assured Shorthold Tenancy as set out in Schedule 5.
- 4 All Accommodation acquired shall meet the standards set out in Schedule 8, and, depending on the nature of the accommodation and the agreement between the Provider and the relevant Council, shall contain all of the White Goods contained in Schedule 9 Part 1 and, depending on the nature of the accommodation and the agreement between the Provider and the relevant Council should be furnished in accordance with the Furniture Specification (Schedule 9 Part 2), although there may be a requirement for some unfurnished Accommodation per annum. The Councils shall notify the Provider of such requirements from time to time.
- 5 The Provider shall acquire Accommodation of different sizes to meet the needs of the Council. The general requirement is for family sized Accommodation with 2-3 bedrooms. No studio Accommodation should be acquired unless requested by the Council. The Provider shall contact the Council before acquiring 4+ bedroom Accommodation to confirm the need for this Accommodation.
- 6 The Provider shall provide full details of all Accommodation acquired with such details as required in accordance with the Agreed IT System.
- 7 The Provider shall make available photographs of all Accommodation acquired.
- 8 The Council shall review the demand for temporary accommodation regularly, and notify the Provider if an increase or decrease in demand is anticipated.
- 9 The Agreed IT System will identify type and location of the Accommodation that will become available
- 9.1 The relevant Council shall notify the Provider of any areas or types of property that will not be acceptable.

### Schedule 3 - Management Standards for Leased Accommodation

- 1 In respect of the Leased Accommodation the Provider will be responsible for setting the rents charged to residents and reviewing the same in accordance with the terms of the Assured Shorthold Tenancy and collecting all rents due under the Assured Shorthold Tenancy and shall commence court proceedings against the Tenant in arrears of Rent or in breach of other terms of his Assured Shorthold Tenancy.
- 2 **The Provider shall:**
  - 2.1 Visit the Accommodation on a regular basis at least quarterly to ensure the Accommodation are occupied by the Tenant and to establish Tenant is complying with his obligation under his Assured Shorthold Tenancy and for the avoidance of doubt the Landlord and his employees and contractors shall carry proper identification and shall produce such identification if requested by the Tenant.
  - 2.2 Set up appropriate systems as necessary for the effective performance of the management services including a 24 hour telephone access and to give such details to the Tenant.
  - 2.3 Use its reasonable endeavours to ensure that a Tenant understands his/her rights and obligations under the Assured Shorthold Tenancy and to provide advice and assistance where necessary on matters relating to his tenancy, housing benefit entitlement and claims, welfare claims and to deal with neighbourly disputes.
  - 2.4 Arrange if required for the Tenant to pay the gas electricity and other bills that are his responsibility under his Assured Shorthold Tenancy.
  - 2.5 Take all reasonable steps to enforce the terms of the Assured Shorthold Tenancy and to report in writing to the Council promptly any matters of concern.
  - 2.6 Not make any charge or demand payment from the Tenant for services provided under this Schedule but nothing in this paragraph shall prevent the Landlord from claiming or recovering damages against any such Tenant in respect of any loss or damage caused by the Tenant where appropriate landlord insurance is not in place.
  - 2.7 To keep records as necessary including an events diary for the effective carrying out of the maintenance management duties and provide reports to the Council on request and to attend any management meetings at the reasonable request of the Council and on reasonable notice to provide access to the Council to its records, tenancy agreements and lease agreements and to keep such records in good order.
  - 2.8 Not to permit itself or anyone acting in his service including any subcontractor to act in such manner as may infringe the provisions of Human Rights Act 1998 or constitute an act of discrimination against any person
  - 2.9 To notify the Council in writing forthwith on becoming aware of any change in a Tenant's circumstances, as may be relevant to the Council's obligations under Part III of the Housing Act 1985 or Part VI and VII of the Housing Act 1996 (as amended).

- 2.10 To notify the Council in writing forthwith on becoming aware that a Tenant is no longer residing in Accommodation and to take all prompt action to recover possession of such Accommodation including all such action as is necessary to evict unauthorised occupants.
- 2.11 At the Provider's own cost to take such action to recover possession of the Accommodation as the Council shall reasonably require.
- 2.12 Indemnify the Council against any liability which it might or does incur to any person, by reason of the fact that any Accommodation suffers from a Category 1 Hazard as defined by the Housing Health and Safety Rating System made under the Housing Act 2004.
- 2.13 Pay and discharge all water rates sewer charges Council Tax and any other charges in respect of gas electricity telephone and other services and outgoings in respect of any Accommodation except where these are the responsibility of the Tenant.
- 2.14 Inform the Tenants that their personal belongings are not insured by the Council or the Provider and to encourage Tenants to take out individual contents insurance.
- 2.15 Comply with all statutory provisions relating to the Accommodation including without limitation all fire regulations;
- 2.16 Supply evidence of insurance held and the last premium receipts or certificates of insurance the Council on request.
- 2.17 On receipt of a Tenant reasonable repair request inspect the Accommodation and promptly undertake necessary repairs and maintenance work diligently within reasonable period of time except emergency work which shall be attended to immediately
- 2.18 Carry out an annual inspection and servicing and repairs to any gas appliances with the Accommodation and to meet the full requirements of the gas and electricity installation and use regulations.
- 2.19 Enter into and keep in force throughout the Term a service contract with a Gas Contractor previously approved by the Council in writing (such approval not to be unreasonably withheld) which contract shall require the Contractor to repair and maintain installations for space heating central heating and water heating at the Accommodation in safe working order and provide to the Council a copy of each contract entered into.
- 2.20 Ensure that the electricity and gas supply circuits and installations at the Accommodation and in particular any heating apparatus and cooking apparatus have been serviced by a properly qualified person and for the avoidance of doubt the gas contractor must be registered with Gas Safe and electricity contractor NICEIC approved or such other regulatory body which replaces them within the last 3 months from the date of this Contract and that the gas and electricity supply and installations will be serviced by such a qualified person at least once in each year during the Term and that the Landlord will provide to the Council a valid annual Gas Safety Certificate and annual Electricity Safety Certificate for each year of the Term
- 2.21 Repair, renew or replace any of the Furniture or furnishing which has become unusable due to fair wear and tear, defect or bad workmanship at any time during the Term and ensure that that soft furnishings such as mattresses and three piece suite etc are clearly



labelled and conform to the Furniture and Furnishings (Fire) (Safety) Regulations 1993 and the furniture is in reasonably good condition.

2.22 To keep any gardens forming part of the building or the Accommodation tidy and hedges and grass regularly trimmed and cut

2.23 To remedy any outbreak of dry or wet rot any rising or penetrating damp whether arising from leaks penetration or failure of damp proofing membrane

### 3 **Vacancies and Voids**

3.1.1 To notify the Council promptly in writing if any of the Accommodation is vacant or likely to become vacant

3.1.2 To notify the Council in writing forthwith on becoming aware that a Tenant is no longer residing in any of the Accommodation or any of the Accommodation is being sublet or being overcrowded or any of the Accommodation is being shared with unauthorised occupants or any change in Tenant s circumstances as may be relevant to the Council's obligations under Part III of the Housing Act 1985 or Parts VI and VII of the Housing Act 1996

3.1.3 To control and arrange the security of all of the Accommodation from the date of this Contract until tenanted and whenever during the Term any of the Accommodation is unoccupied/vacant undertaking necessary cleaning clearance and repairs as quickly as is reasonably practicable after vacation in any event within two weeks of vacation and to notify the Council forthwith that the Accommodation is ready for occupation. If such Accommodation requires extensive repair such repairs to be carried out within six weeks of vacation and any delay beyond six weeks must be agreed in writing with the Council

3.1.4 On each and every re-let following a Void to undertake necessary repair and maintenance work to ensure that Accommodation, including Furniture, furnishing, carpet and fixtures, meets the standards as required at the initial let which for the avoidance of doubt shall include newly certified gas and electricity certificate

3.1.5 To pay and discharge all water rates, sewerage charges, Council Tax and other charges in respect of gas, electricity, telephone and other services and outgoings of the respective Void Accommodation during any Void period where such Void periods results from vacation by Tenant and that Void Accommodation not being made available for a new tenancy.

3.1.6 To secure all Accommodation during a Void period and undertake all necessary cleaning clearance and repairs as quickly as is reasonably practicable after a Void and in any event within two weeks of such Void save where the Accommodation requires extensive repairs in which case such repairs are to be carried out within six weeks of such Void and to notify the Council forthwith of the progress being made and when that Accommodation is ready for occupation.

## Schedule 4

### Nominations Services

#### 1 Nominations Procedure for Non-leased Accommodation

- 1.1 As soon as practicable after the Provider becomes aware that Non-leased Accommodation will be available for letting it shall notify the Council in writing of this via the Agreed IT System, identifying the Accommodation, its size and nature and the date from which it will become available for letting. For the purposes of this clause notification may be by e-mail addressed to the relevant Council officer or address as may from time to time be notified by the Council in writing.
- 1.2 Within 48 hours of the date of receipt of the notification via the Agreed IT System the Council shall either reject the property or accept it and nominate an individual for a tenancy of the Accommodation. For the purposes of this clause notification shall again be in writing and may be by email.

#### 2 Nominations Procedure for Leased Accommodation

- 2.1 As soon as practicable after the Provider becomes aware that Leased Accommodation will be available for letting it shall notify the Council in writing of this via the Agreed IT System, identifying the Accommodation, its size and nature and the date from which it will become available for letting. For the purposes of this clause notification may be by e-mail addressed to the relevant Council officer or address as may from time to time be notified by the Council in writing.
- 2.2 Within 48 hours of the date of receipt of the notification via the Agreed IT System the Council shall nominate an individual for a tenancy of the Accommodation. For the purposes of this clause notification shall again be in writing and may be by email.
- 2.3 The Provider shall ensure that the Nominee is invited to view the Accommodation as soon as reasonably practicable and in any event within three Working Days from receipt of the date of nomination within Clause 3.2. It shall ensure that an officer of the Provider is present to conduct the viewing of the Accommodation.
- 2.4 The Provider shall offer a tenancy either at the viewing as referred at paragraph 2.3 above or as soon as practicable after the viewing of a minimum of 12 / preferably 24 months' fixed term to the Nominee in the form of Assured Shorthold Tenancy Agreement as set out in Schedule 5 of this Contract.
- 2.5 As soon as, and no more than 1 Working Day after, an offer of a tenancy has been either accepted or refused the Provider will notify the Council in writing by email of the full details of the offer of tenancy made and whether it has been accepted or refused.
- 2.6 Upon a Nominee refusing an offer of tenancy of the Accommodation offered, the provisions of paragraphs 1.2 – 1.4 shall again have effect and shall continue to do so until a Nominee accepts a tenancy of that particular Accommodation.
- 2.7 During this period specified in paragraph 1.6 the Council shall be responsible for the payment of the rent.

### 3 Right to Reject Nominations

3.1 The Provider may only reject Nominees in the following specific circumstances acting reasonably:

3.1.1 if the circumstances of the Nominee's household have changed since they were last assessed by the Council,

3.1.2 if inaccurate information about the Nominee or the Nominee's household has been provided by the Council,

3.1.3 if new information about the circumstances of the Nominee's household (of which the Council was unaware) comes to light,

3.1.4 if the Provider reasonably considers that the Nominee has no means to meet the rental commitments,

3.1.5 if the Provider reasonably considers that the Accommodation in question is unsuitable for the Nominee's household. Accommodation will be defined as unsuitable where the Provider (acting reasonably) considers that:

(a) the Nominee's household is too large for the Accommodation,

(b) the Nominee's household does not require a home as large as the Accommodation,

(c) the Accommodation is not suitably adapted for the Nominee's household, or

(d) the area is unsuitable for reasons of the Nominee's household potentially suffering harassment or violence.

(e) if the Provider or the landlord of the Accommodation has previously been the landlord of the Nominee and

i the Nominee has subsequently been evicted, or

ii the Nominee has abandoned the previous property following an issue of a Notice of Seeking Possession for the following reasons:

A rent arrears,

B nuisance,

C harassment,

D violence towards staff/neighbours, or

E damage to the property.

3.2 In exceptional circumstances the Provider may reject a Nominee on grounds other than those specified above. However, the rejection of a Nominee must be for specific reasons and will require the approval of the Council.

3.3 In the event of rejection of any Nominee proposed by the Council hereunder the Provider shall notify the Council within one (1) Working Day of such decision and/or property viewing date giving the reasons therefore.

#### 4 **Termination of nomination**

4.1 In the event of the Council determining that it does not owe or no longer owes a duty to a Tenant under Part VII of the Housing Act 1996 (as amended by The Homelessness Act 2002 and the Localism Act 2011) or the Homelessness Reduction Act 2017 or that such duty has been discharged whether by a refusal or another offer of accommodation or otherwise then the Council shall notify the Provider of this determination. Upon receipt of written notification from the Council the Provider shall consider serving such notices as are required upon the Tenant as soon as permitted under the terms of the Assured Shorthold Tenancy.

4.2 Without prejudice to Clause 4.1 the Provider may seek an order for possession of any Accommodation in the following cases:

4.2.1 where in the reasonable opinion of the Provider it is necessary to ensure that the Provider is able to comply with its own obligations under its lease of the Accommodation; or

4.2.2 where in the reasonable opinion of the Provider it is necessary in order to prevent the Tenant acquiring any different or additional security of tenure.

4.3 In those cases where the Provider does decide to commence proceedings for possession as set out in paragraph 4.2 above it shall notify the Council in writing within 7 Working Days of the decision giving full reasons and if appropriate providing information for taking the decision.

4.4 Should the Provider subsequently withdraw or discontinue or should the proceedings be struck out or an out of court settlement reached or the proceedings suspended or adjourned for whatever reason then the Provider shall further notify the Council in writing within 7 Working Days of the reasons why or circumstances surrounding the aforementioned delay or resolution of those proceedings. Further and in cases where the Provider obtains an order for possession which it intends to enforce it shall provide the Council with written details as to why enforcement is being sought prior to enforcement of the order.

4.5 Where possession proceedings are commenced in accordance with paragraph 4.2 above the Council will at all times and in any event be responsible for and will duly pay any costs, legal or otherwise, which may arise as a result of those proceedings. Whether proceedings are commenced the Council will provide such documentation and assistance as the Provider may reasonably require.

**Schedule 5**

**Assured Shorthold Tenancy Template**

**[To be inserted]**

**Schedule 6**

**Part 1**

**Form of Secondment Agreement**



**dated** [20[ ]]

[ ]

and

**Capital Letters Limited**

## **Secondment Agreement**

Trowers & Hamblins LLP  
3 Bunhill Row  
London  
EC1Y 8YZ  
t +44 (0)20 7423 8000  
f +44 (0)20 7423 8001  
www.trowers.com

**trowers & hamblins**

## Secondment Agreement

dated [ ]

### Parties

- (1) [ ] of [ ] (the **Employer**); and
- (2) **Capital Letters Limited** (Company number [ ]) whose registered office is at [ ] (the **Host**)
- (3) **Name of Employee [ ]**

### Introduction

- (1) The Employer and the Host have agreed that the Employer shall provide to the Host on a **[part time / full time]** secondment basis a member of staff to perform the role of **[insert details]** on the terms and conditions set out in this Agreement. Capital Letters will deliver a service on behalf of the Employer in procuring accommodation. There will be a period of time whilst the service is established and assessed for success. It has been decided that secondments are a useful tool in helping to run the service during this "test phase".

### Operative provisions

#### 1 Secondment

- 1.1 The Employer shall second the Secondee to the Host on a full time/part time basis for the Secondment Period in accordance with the terms of this Agreement.
- 1.2 The Secondment Period shall commence on **[date]** and shall continue until:
  - 1.2.1 **[date]** or such other date agreed in writing between the parties; or
  - 1.2.2 terminated by either party giving not less than one months' prior written notice at any time; or
  - 1.2.3 terminated in accordance with clause 9 below.

#### 2 Services

- 2.1 The Employer shall second the Secondee to the Host on the basis set out in clause 1.1 above and at such locations as the Host may reasonably require for the proper performance and exercise of the Services. The parties do not currently envisage it being likely that the Secondee would need to be seconded to a location outside of the Greater London area.



- 2.2 The Secondee may be required to travel on the Host's business to such places (within the United Kingdom) by such means and on such occasions as the Host may from time to time reasonably require.
- 2.3 The Secondee's normal working hours shall be the same as their current working pattern or as otherwise agreed with the Secondee.
- 2.4 The Employer shall take reasonable steps to procure that the Secondee shall during the Secondment:
- 2.4.1 unless prevented by incapacity, devote the whole of their working time, attention and abilities to the Services;
  - 2.4.2 faithfully and diligently serve the Host;
  - 2.4.3 not enter into any arrangement on behalf of the Host which is outside their normal duties or which contains unusual or onerous terms; [and]
  - 2.4.4 [promptly make such reports to Operations Director on any relevant matters concerning the affairs of the Host that the Secondee or Host deems relevant and at such times as are reasonably required by the Host.]

### 3 **Secondee's employment**

- 3.1 The Employment Contract shall remain in force during the Secondment Period. The Employer's policies and procedures shall continue to apply to the Secondee during the Secondment Period.
- 3.2 The Employer shall ensure the terms of the Employment Contract permit the Employer to second the Secondee to the Host in accordance with the terms of this Agreement.
- 3.3 The Employer shall take reasonable steps to procure that the Secondee complies with the Host's existing policies and procedures that have or will be provided to the Employer, except in so far as these conflict with those of the Employer; and in addition such additional policies and procedures as are notified to the Employer by the Host acting reasonably from time to time.
- 3.4 The Employer shall provide a copy of the Employment Contract to the Host. The Host shall not require the Secondee to do anything that shall breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.
- 3.5 The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.
- 3.6 Any change in the Employment Contract during the Secondment Period shall be notified to the Host by the Employer as soon as reasonably practicable.
- 3.7 If the Secondee is held or determined by a Court, Tribunal, HMRC, a regulatory authority or a Government body to be employed by the Host at any time during the first twelve months of the Secondment Period then the Host may dismiss the Secondee if it wishes to do so and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.

- 3.8 The Employer will indemnify and keep indemnified the Host for any costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential (**Liabilities**) arising out of any claim, allegation or finding that the Secondee is employed by the Host, except this shall:
- (a) Exclude Liabilities which arise from acts or omissions of the Host (other than the dismissal of the Secondee by the Host referred to in clause 3.7 above or acts done by the Host to comply with the terms of this Agreement); and
  - (b) Only include Liabilities which arise directly from the dismissal of the Secondee by the Host referred to in clause 3.7 above if the Host has followed as fair a dismissal process as reasonably practicable in the circumstances.
- 3.9 In the event that the Host considers that the Secondee is incapable to continue to undertake the Secondment and perform the role that they are designated to fulfil, the Host shall discuss this with the Employer and the Employer shall take steps to address the issue, before the need is reached to identify a potential replacement. If the situation is not resolved to the satisfaction of both parties, the Host and Employer may then enter into an agreement under which the Employer provides a replacement secondee.
- 3.10 The Host will give such assistance and cooperation as is reasonably required by the Employer in connection with any appraisal, grievance, disciplinary or other performance management matter connected with the Secondee before, during and after the Secondment.
- 3.11 If the Secondee has a grievance or other complaint during the secondment, he/she should raise it with the Employer in accordance with the Employer's grievance procedure.

#### 4 **Payments**

- 4.1 The Employer shall pay to the Secondee their salary, benefits including any pension contributions and any allowances, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.
- 4.2 The Host shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee during the Secondment Period in or in connection with the exercise of the Services, if such expenses are outside of the Secondee's commute to their normal place of work and are evidenced in such manner as the Host may specify from time to time.

#### 5 **Management**

- 5.1 The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

- 5.2 The Host shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance to the Employer to deal with any Management Issues concerning the Seconded whether under the Employer's internal procedures or before any court or tribunal.
- 5.3 The Host shall have day-to-day control of the Seconded's activities but depending upon the issue and as soon as reasonably practicable shall refer any Management Issues concerning the Seconded that come to its attention to the Employer.
- 5.4 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Seconded or their employment.
- 5.5 The Employer shall instruct the Seconded to notify the Employer's local HR team if the Seconded identifies any actual or potential conflict of interest between the Employer and the Host during the Secondment Period.

## 6 **Leave**

- 6.1 The Seconded shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract and shall remain subject to the Employer's approval and notification procedures.
- 6.2 The Employer shall consult with the Host before approving any holiday request made by the Seconded.
- 6.3 The Employer shall take reasonable steps to procure that the Seconded complies with any specific reporting requirements notified by the Host to the Employer if the Seconded is absent from work for any reason and this would be reciprocated
- 6.4 If the Seconded is going to be off work for more than one month due to leave or for more than one month due to sickness the Host and Employer may, if the parties consider it to be appropriate, enter into an agreement under which the Employer provides a substitute.

## 7 **Data Protection**

- 7.1 Both parties will comply with their respective obligations under the Data Protection Legislation and the data protection provisions and obligations which are detailed at Appendix 2 to this Agreement.

## 8 **Confidentiality**

- 8.1 The Employer shall take reasonable steps to procure that the Seconded shall not:
- 8.1.1 (except in the proper course of the services to the Host, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever any Confidential Information relating to the Host that he or she creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Seconded's unauthorised disclosure; or

- 8.1.2 make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host's HR team by the Secondnee on the termination of this Agreement or at the request of the Host at any time during the Secondment Period.
- 8.2 Nothing in this Agreement shall prevent the Secondnee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.
- 8.3 The Host shall:
- 8.3.1 keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;
- 8.3.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;
- 8.3.3 ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and
- 8.3.4 inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.
- 8.4 The Employer shall:
- 8.4.1 keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;
- 8.4.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;
- 8.4.3 take all reasonable steps to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and
- 8.4.4 inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

## 9 Termination

- 9.1 The Secondment is terminable by either party on written notice as set out at clause 1.2 above.
- 9.2 The Employer or Host may terminate the Secondment with immediate effect without notice or payment in lieu of notice on the termination of the Employment Contract.
- 9.3 Any delay by either party in exercising the right to terminate shall not constitute a waiver of such rights.

## 10 **Obligations following termination**

10.1 On termination of the Secondment howsoever arising the Employer shall take reasonable steps to procure that the Secondee shall if the Host so requests:

10.1.1 deliver to the Host all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, account and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made compiled or acquired by them during the Secondment and relating to the business or affairs of the Host or its or their clients, customers or suppliers and any other property of the Host which is in their possession, custody, care or control;

10.1.2 irretrievably delete any information relating to the business of the Host stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Host; and

10.1.3 confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause 10.

### **Liability**

10.2 During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety as if he or she was its employee and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

10.3 The Employer shall use its reasonable endeavours to procure that the Secondee shall comply with the requirements of the Secondment with reasonable skill and care.

10.4 The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the Host or its employees or agents).

10.5 The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any claim or demand by the Secondee in relation to any claim relating to any act or omission of the Host or its employees or agents.

## 11 **Relationship**

11.1 Neither party intends there to be any employment relationship or any other contractual relationship between the Host and the Secondee. The Employer shall remain at all times the employer of the Secondee.

## 12 **Notice**

Any notice required by this Agreement to be given by any of the parties to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the relevant party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice. Notices given to the Host should be marked for the attention of **[name/ name,**

**position]** and notices given to the Employer should be marked for the attention of **[name/name, position]**

### 13 **Entire agreement**

13.1 This Agreement together with any documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

13.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

13.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 14 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this agreement confers or purports to confer any rights on any person pursuant to the Contract (Right of Third Parties) Act 1999.

### 15 **Counterparts**

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full original of this Agreement for all purposes.

### 16 **Law and jurisdiction**

This Agreement is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

### 17 **Definitions**

17.1 **Confidential Information** means information relation to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors or management.

17.2 **Data Protection Legislation** means the Data Protection Act 1998 (the **DPA**), the General Data Protection **Regulation** (EU) 2016/679 (the **GDPR**) or such other domestic legislation, including the Data Protection Act 2018, that supplements and / or implements the GDPR, along with any associated guidance and Codes of Practice.

17.3 **Employment Contract** means the contract of employment between the Employer and the Secondee at the date of the Secondment Period commences, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.

17.4 **Management Issues** means those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of

illustration only and without limitation) appraisals and performance issues; pay review and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Host's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).

17.5 **Secondee** means the individual provided by the Employer to the Host to deliver the services as set out in Appendix 1

17.6 **Secondment** means the secondment of the Secondee by the Employer to the Host on the terms of this Agreement.

17.7 **Secondment Period** means the period of this Agreement as defined in clause 1.2.

17.8 **Services** means such services to be provided by the Secondee as described in more detail in Appendix 1 to this Agreement;

17.9 **Shared Personal Data** means the personal data shared by the Employer for the purposes of the Host **discharging** its obligations under this Agreement, which may include but shall not be limited to:

- (a) information about the Secondee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Individual's fitness for work;
- (b) the Secondee's membership of any trade union; and
- (c) the Secondee's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with the equal opportunities legislation; and
- (d) information relating to any criminal proceedings in which the Secondee has, or is alleged to have been, involved.

Signed by [NAME OF DIRECTOR]

for and on behalf of **the Employer**

.....

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of Capital Letters Limited.

.....

Director

## Appendix 1

### The Services

#### CAPITAL LETTERS PROCUREMENT SERVICE AGREEMENT

The Housing Negotiators are key to the success of Capital Letters and will be responsible for delivering a first class, one-stop customer focused service for the procurement of good quality accommodation from a range of providers, delivering an economic, efficient, and effective service whilst meeting personal and organisational objectives and targets.

Capital Letters' Housing Negotiators' success will contribute to the achievement of the company's strategic objectives, working holistically with colleagues across all service areas to do so. These are:

**Driving** a sustainable, growing and viable business built on innovation and creativity

**Best in class** in everything we do, adding value and delivering great customer service

**People at our heart** enabling empowered staff to achieve our vision together

In summary, the service will include:

#### Procurement

- Working with the Operations Director to plan and deliver procurement services to meet the member Borough's requirements including proactively anticipating future needs
- Contributing to the development of annual accommodation procurement plans and tactics
- Working with private sector landlords, letting agents, managing agents and other internal and external partners to identify, develop and implement a range of new initiatives to increase the supply of good quality accommodation
- Ensuring effective procurement, implementation, administration and monitoring of all supply initiatives and service provider contracts to deliver agreed outcomes
- Maintain a pipeline of properties to meet current and projected demand for accommodation types, areas and sizes to meet personal and Capital Letters business plan targets
- Vetting all accommodation suppliers and inspecting all accommodation to ensure it is fully compliant with the organisation's property standards and meets health and safety requirements
- Agreeing payment of cash incentives & rental amounts to landlords and other accommodation providers, in accordance with the Capital Letters' agreed standards & procedures

#### Capital Letters ways of working and continuous improvement

- Proactively contribute to the development and continuous improvement of Capital Letters' procurement processes and procedures to ensure these are best in class



- Identifying opportunities to improve the Panlogic and other IT systems to ensure they are best in class and support the effective delivery of the procurement service
- Investigate, analyse and respond promptly to feedback received concerning procured accommodation, taking immediate and appropriate action to resolve problems, ensuring lessons are learnt and systems/processes improved as a result
- Working with colleagues across Capital Letters activities to ensure a joined-up and holistic service which delivers the right outcomes for Capital Letters, its members, landlords and the customers who are placed in accommodation secured by the organisation

#### **Proactive promotion and stakeholder engagement**

- Actively promote and market private sector accommodation procurement initiatives to landlords, letting agents, managed accommodation providers, portfolio landlords, developers and other partners, ensuring all communications are effective and in accordance with Capital Letters' corporate messaging
- Proactively building, developing and maintaining effective relationships with all key stakeholders
- Represent Capital Letters as required on relevant forums, in order to improve the outcomes for stakeholders, service users, and the organisation's reputation

#### **Monitoring and administration**

- Maintaining all accommodation/property files and documentation, ensuring they are up-to-date, complete, and compliant
- Maintain accurate records of all payments made to landlords and agents to assist effective monitoring of expenditure
- Ensuring Capital Letters' systems are up-to-date and information relating to the procurement process is recorded accurately, to ensure that the organisation is able to meet agreed reporting arrangements for MHCLG, member Boroughs and other stakeholders, and that Capital Letters has the information it needs in order to monitor performance, forecast future needs for the service and improve services

#### **Advice and support**

- Act as the main point of contact for all landlords and accommodation supplier enquiries relating to all private sector accommodation initiatives
- Taking responsibility for managing all complaints or queries and work with all suppliers to promote best practice in provision of accommodation
- Providing private landlords with expert advice and guidance on all aspects of letting (including housing benefit and how to successfully establish, manage and terminate tenancies) in order to encourage good practice, increase the supply of private rented accommodation

In delivering the service, Housing Negotiators are responsible for ensuring all activities are undertaken in accordance with Capital Letters' policies and processes, including customer service standards, complaints management, data integrity, governance, value for money, probity, health & safety, regulatory compliance, contract management and payments

This Service Agreement summarises the main duties of the role. Housing Negotiators will be expected to carry out all other duties as may be reasonably assigned from time to time which are commensurate with this role.

## **Appendix 2**

### **Data Protection**

- 1 For the purposes of this Appendix 2, defined terms have the meaning prescribed under this Agreement or pursuant to the Data Protection Legislation. For the purpose of this Appendix 2 the Seconded is also referred to as the Data Subject.
- 2 The parties each confirm and acknowledge that they must comply with the Data Protection Legislation at all times and that they have in place appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the personal data they process.
- 3 The Host shall at all times during the period of this Agreement comply with the provisions and obligations imposed by the Data Protection Legislation in relation to Shared Personal Data and shall indemnify and keep the Employer indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of its obligations under this Appendix 2.
- 4 The Host warrants and represents that it has obtained all necessary registrations required by the Data Protection Legislation to process the Shared Personal Data for the purposes of performing its obligations under this Agreement.
- 5 The Employer will act in the capacity of Data Controller of any Shared Personal Data processed by the Host in the performance of the Agreement. The Host shall act as a Data Processor. The Employer acknowledges that the Host shall also act as a Data Controller in respect of personal data relating to the Individual.
- 6 The Host shall process Shared Personal Data only to the extent and in such a manner as is necessary for discharging the Host's obligations under this Agreement, as otherwise permitted by the Employer in writing, or required by law strictly in accordance with Article 28.3(a) of GDPR.
- 7 The Host shall not cause or permit the Shared Personal Data to be transferred outside the EEA without the prior written consent of and on the basis of documented instructions from the Employer.

- 8 The Host warrants and undertakes to implement appropriate technical and organisational measures to protect the Shared Personal Data against unauthorised or unlawful processing, against a Personal Data Breach and to assist the Employer's obligations in respect of the Data Subject's rights.
- 9 The Host shall not engage another Data Processor without prior written authorisation from the Employer and ensuring compliance with any conditions attached to that consent; nor disclose the Shared Personal Data to any third parties other than to the extent required under a court order.
- 10 The Host shall be entitled to disclose the Shared Personal Data to its employees agents or officers as reasonably necessary in order to perform its obligations under this Agreement only to the extent that the Host ensures the reliability of such persons, being under an obligation of confidentiality, having undertaken training in Data Protection Legislation and understanding the obligations upon the Host in relation to the Shared Personal Data.
- 11 The Host shall notify the Employer within two business days if it receives:
- 11.1.1 a request to exercise the Data Subject's rights; or
  - 11.1.2 a complaint or request relating to the Host's obligations under the Data Protection Legislation
- and shall take no further steps in relation to the same until such time that it receives written instruction to do so from the Employer.
- 12 Where the Employer requests information from the Host for the purposes of complying with the Data Subject's rights, the Host shall retrieve the relevant data and provide a full copy of such to the Employer as soon as reasonably practicable.
- 13 Where the Host requests information from the Host for the purposes of complying with the Data Subject's rights, the Employer shall retrieve the relevant data and provide a full copy of such to the Host as soon as reasonably practicable.
- 14 [The Employer shall on giving reasonable notice to the Host be entitled to request that the Host provide evidence, [and/or the Employer audit the procedures of the Host (which shall include the right to enter the Host's premises and/or view the Host's systems)] for the purposes of ensuring compliance with this Appendix 2 and to take any reasonable steps to satisfy itself that the Host is so complying.
- 15 In the event that the Host becomes aware of any unlawful Processing or a Personal Data Breach in relation to the Shared Personal Data the Host shall:
- 15.1.1 record the details of the suspected incident in a security incident log and immediately undertake an initial investigation into the suspected incident;
  - 15.1.2 promptly, and within no later than 24 hours of becoming aware of the event, give written notice to the Employer with full details of such contravention; and
  - 15.1.3 take no further steps in relation to the same until such time that it receives written instructions to do so from the Employer.

- 16 The Host shall fully co-operate with the Employer in the course of any investigation undertaken by the Employer and any subsequent corrective actions arising therefrom, including but not limited to any report to and investigation by the Information Commissioner's Office and/or notification to any affected individuals, and implement any measure necessary to restore the security and integrity of any compromised Shared Personal Data.
- 17 The Employer shall fully co-operate with the Host in the course of any investigation undertaken by the Host and any subsequent corrective actions arising therefrom, including but not limited to any report to and investigation by the Information Commissioner's Office and/or notification to any affected individuals, and implement any measure necessary to restore the security and integrity of any compromised Shared Personal Data.
- 18 The Host will on termination or expiry of this Agreement or at such time that the Host no longer requires access to the Shared Personal Data for the purposes of performing its obligations under the same, and at the request of the Employer, either return to the Employer or destroy the Shared Personal Data (including all copies) in the Host's possession.
- 19 The provision of this Appendix 2 shall apply during the continuance of the Agreement and indefinitely after its termination.

## Part 2

### Form of Secondment Letter

Dear [Name],

#### Secondment to Capital Letters

[name of Borough] and Capital Letters have entered into an overarching Secondment Agreement[, a copy of which is enclosed for your reference].

I am writing to confirm the arrangements that have been agreed between you and [name of Borough] in connection with your secondment to Capital Letters (**the Host**). Please see below:

- 1 You shall remain employed by [name of Borough] during the secondment and your current terms of employment shall remain unchanged, except as set out in this letter. [name of Borough]'s employment policies and procedures will continue to apply to you. If any changes are made to your terms and conditions of employment during your secondment, the secondment shall continue on the terms and conditions as changed and the terms of this letter.
- 2 The secondment shall commence on [date] and shall continue until [date] or until otherwise terminated:
  - 2.1 by either the Host or [name of Borough] giving each other notice of termination of the overarching secondment agreement; or
  - 2.2 in certain circumstances with immediate effect in which case you will be notified[; or
  - 2.3 by you giving [name of Borough] two months' written notice of your desire to terminate the secondment but remain employed by [name of Borough] .]
- 3 The secondment will also terminate if you cease to be employed by [name of Borough] for any reason, including following your resignation.
- 4 During the secondment, you will devote the whole of your working time, attention and skill to the business of the Host and faithfully and diligently serve the Host. At the end of the secondment, it is currently intended that you will return to your current position on the terms applying before the secondment, or a suitable alternative if that role no longer exists. If the latter applies, this will be subject to consultation with affected parties. However, this may change according to the needs of the business at that time.
- 5 During the secondment you shall:
  - 5.1 continue to abide by the terms of your contract of employment;
  - 5.2 act as [position] and carry out any work that is reasonably required of you by [name of Borough] at the Host's request;
  - 5.3 continue to report to, and be managed by, [name] at [name of Borough] or such other person as [name of Borough] may from time to time require;

- 5.4 report on day-to-day matters to the Operations Director at the Host;
- 5.5 [work at the Host's premises at Ground Floor, 591/2 Southwark Street, London. SE1 0AL] OR [delete which is not applicable]
- [Attend meetings at the Host's premises if based day-to-day at [name of Borough] ]
- 5.6 comply with all Host policies that you are given copies of, which will be policies and procedures that are applicable to your secondment. For the avoidance of doubt, the requirement that you comply with such policies and procedures does not create any employment relationship between you and the Host;
- 5.7 not enter into any arrangement on behalf of the Host which is outside of your normal duties or which contain unusual or onerous terms;
- 5.8 notify the [name of Borough]'s [local HR team] if the Seconded identifies any actual or potential conflict of interest between [name of Borough] and the Host during the secondment;
- 5.9 obtain the prior approval of [name of Borough] in the usual way before taking any holiday; and the Hosts prior confirmation that holiday won't negatively impact on business and
- 5.10 if you are absent from work at any time, notify both Operations Director at Host by 10am on the first day of absence and [name/position at Borough] as soon as possible on the first day of absence.
- 6 During the secondment:
- 6.1 you should continue to stay in contact with [name/position at Borough] on a regular basis and, in particular, keep them informed of any issues that arise;
- 6.2 [name of Borough] [[you should continue to attend [insert details of any relevant meetings] to keep in touch with developments at [name of Borough]] OR [attend meetings at [name of Borough] when requested]];
- 6.3 you should talk to [name/position at Borough] if you have any issues or concerns about your secondment or the work that you are doing; and
- 6.4 [name of Borough] will conduct any appraisals in the usual way and will deal with any grievances or any concerns about your conduct or performance. In doing so it may consult the Host.
- 7 [name of Borough] shall continue to pay/provide your salary remuneration benefits in the normal way and all other contractual benefits of your employment will continue to be honoured by [name of Borough].
- 8 Any expenses claims arising during your secondment must be submitted to Operations Director for approval.
- 9 During the secondment you will remain exclusively employed by [name of Borough]. There is no intention by the Host or [name of Borough] to make you an employee, worker, agent or partner of the Host. You agree that this is the case.

- 10 If you allege or are held to have employment status with the Host for any reason during the first twelve months of the secondment, the Host shall be entitled to exercise the decision to terminate all legal relationships with you (whether secondment, employment or worker status, or otherwise) and [name of Borough] agrees that it will immediately offer to employee you (and with immediate effect) on the same terms which applied before the secondment.
- 11 [name of Borough] needs to provide relevant information about you to the Host in connection with the secondment and a privacy notice setting out what personal data relating to you [name of Borough] needs to process, and why, is attached to this letter . In addition, during the secondment:
- 11.1 The Host will collect and process information relating to you in accordance with the Host's privacy notice which is annexed to this agreement. You are required to sign and date the privacy notice and return to People Manager.
- 11.2 You shall comply with the Host's Data Protection Policy when handling personal data including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Host. Failure to do so may be dealt with as a disciplinary matter and referred to [name of Borough] and, in serious cases, may result in the termination of the secondment and/or your employment.
- 12 Your contract of employment currently requires you to keep [name of Borough] confidential information and trade and business secrets confidential. This is particularly important while you are on secondment to the Host. You should also respect the confidentiality of any similar information relating to the Host to which you have access during the secondment.
- 13 You agree that you will not:
- 13.1 (except in the proper course of the services to the Host, as required by law or as authorised by the Host) during the secondment or after it terminates (howsoever arising) use or communicate to any person, company or other organisation whatsoever any Confidential Information relating to the Host that you create, develop, receive or obtain during the secondment. This restriction does not apply to any information that is or comes in the public domain other than through your unauthorised disclosure; or
- 13.2 make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host's HR team by you on the termination of the secondment or at the request of the Host at any time during the Secondment Period.
- 14 For the purpose of clause 15 above "**Confidential Information**" means information relation to the business, products, affairs and finances of the Host for the time being confidential to the Host and trade secrets including, without limitation, technical data and know-how relating to the business of the Host or any of its suppliers, clients, customers, agents, distributors or management.
- 15 Nothing in this Agreement shall prevent you from reporting a criminal offence to any law enforcement agency or disclosing information that you are entitled to disclose under the

Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

Please sign the enclosed copy of this letter and return it to [name] by [date] to indicate your agreement to the terms in this letter.

Yours sincerely,

[Name, position]

[For and on behalf of [name of Borough]]

I confirm I agree to the contents of this letter and the above changes to the terms of my employment

Signed \_\_\_\_\_

[NAME]

Date \_\_\_\_\_



# Employee Privacy Notice

As your employer, Capital Letters needs to keep personal data about you. This notice explains what we do with your personal data, how we capture it, who we share it with and our legal basis for using your information. It also explains the choices you have about the data we hold about you.

This notice applies to employees, secondees, volunteers, workers and contractors. Regardless of the terminology used in this notice, it applies to the data of employees, workers, volunteers, contractors and anyone seconded to work for Capital Letters.

If you would like further information about how we handle your data, you can contact your People Manager.

Capital Letters will be your data controller. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice does not form part of any contract of employment.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

## The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are “special categories” of more sensitive personal data which require a higher level of protection.

The organisation collects and processes a range of personal information about you. This may include:

- your name, address and contact details, including email address and telephone number, date of birth and gender
- the terms and conditions of your employment
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation
- information about your remuneration, including entitlement to benefits such as pensions or insurance cover
- details of your bank account and national insurance number
- information about your next of kin, dependants and emergency contacts
- information about your nationality and entitlement to work in the UK
- information about your criminal record;
- details of your schedule (days of work and working hours) and attendance at work
- details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence
- assessments of your performance, including appraisals, performance reviews and ratings, training you have participated in, performance improvement plans and related correspondence

We may also collect, store and use the following “special categories” of more sensitive personal information:

- equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief

- Information about your health, including any medical condition, health and sickness records, including whether or not you have a disability for which the organisation needs to make reasonable adjustments.
- Information about criminal convictions and offences.

## How we collect your information

We collect a lot of information directly from you, for example, your initial application, bank details, personal details, next of kin information, photographs, etc.

We collect information from other third parties where it is relevant to your employment. This includes:

- References from previous employers
- Information about salaries, and benefits from
- HMRC
- Information about your eligibility to work in the UK from the Home Office
- Information from occupational health service providers
- Information from DVLA; and
- Criminal record checks from the Disclosure and Barring Service (where a DBS check is required for your role).

We also collect information that has been generated during your job-related activities. For example:

- Training records
- Holiday and sickness records
- Performance information (including disciplinary and grievance details). This is usually generated by your line management, but could come from peers, others in Peabody or residents/customers
- CCTV footage and photographs; and
- Data about the use of our information and communications systems.

## How we use your information

### We use your data for employee administration and management purposes.

This includes things like:

- Recruitment activities and managing the employment contract
- Administration of absence records, including sick leave

- Performance management, including appraisals and any disciplinary issues
- Training and career development
- Administering payroll and calculating taxes, pensions and any other financial payments/benefits
- Assessing fitness to work and providing appropriate work place adjustments
- To comply with health and safety legislation, including processing CCTV images and vehicle tracking/GPS data
- Facilitating internal communications, for example photographs on the intranet; and
- Dealing with legal disputes involving other employees, including accidents at work.

### We use your data to monitor equality, diversity and inclusion.

We may ask you to provide us with your diversity data (ethnicity, religion, disability, sexual orientation). This information is not automatically used to inform any decisions we make about you individually (unless you ask us to take it into account) but is gathered for statistical purposes. It helps us to ensure fairness and equality in the workplace and to understand if we are meeting our equalities duties.

You do not have to provide us with this information, but it helps us if you choose to do so. If you want to withdraw your consent to us processing this type of information, please let HR know.

### We use your data for business management and planning, including accounting and auditing purposes.

We sometimes use your data to work our future needs and resources, for example to help inform employee retention and attrition rates. We also process your data when we are subject to audits and for accounting purposes.

## What legal basis do we rely on to process your information?

The law requires us to tell you the basis on which we process your data.

### Necessary in the performance of a contract

Most of the data we hold about you is processed to fulfil the obligations of the employment contract. Where we require information because it is

necessary in the performance of a contract you will not be able to opt out of providing this information.

### **To fulfil our legal and regulatory obligations**

Some of our processing is carried out to ensure we fulfil our legal and regulatory obligations, for example:

- Complying with health and safety obligations;
- Complying with equalities duties;
- Preventing fraud and money laundering;
- Complying with auditing requirements;
- Complying with HMRC requirements; and providing you with the right benefits and pensions.

## **Legitimate interests**

In other cases, the law allows us to process your data if it is in our legitimate interests to do so, but only so long as it does not disproportionately affect your privacy rights, cause you any harm or is overly intrusive. We process some of your data based on our "legitimate interests".

The law also says we must let you know what we consider our legitimate interests to be. Our legitimate interests are:

- a) Maintaining a safe, effective and healthy working environment;
- b) Ensuring that our services meet the needs of our customers;
- c) Carrying out cost effective business services; and
- d) Quality control and complaint/dispute resolution.

Where we are processing based on legitimate interests, if you think that anything we do with your data affects you adversely, you can ask us to stop processing.

### **Sensitive information**

Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

- In limited circumstances, with your explicit written consent. If we need your consent, we will contact you separately about this.
- Where we need to carry out our legal obligations and in line with our data protection policy.

- Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme, and in line with our data protection policy.
- Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We may use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leave, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation and disability status, to ensure meaningful equal opportunity monitoring and reporting and to comply with employment and other laws, for example if you raise concerns about your employment which relate to a protected characteristic.

### **Do we need your consent?**

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should

be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

### **Who we share your information with**

We sometimes share information with third-parties who perform services on behalf of Capital Letters, for example, solicitors, auditors, pension providers, providers of our HR services. We only share that information which is necessary for them to carry out the service that they have been contracted to provide. All our contractors operate under the terms and conditions of a legally enforceable contract and will not use your information for anything other than carrying out a service on behalf of Capital Letters.

Information you generate as part of your professional duties, which constitute another person's personal data, may be released to them if they ask to see it under the subject access provisions of data protection legislation. This includes things like documented professional opinions, recorded telephone conversations, comments made on files and reports and emails about residents and other employees. We do not need your consent to release this information because we are obliged to disclose this in line with our legal and regulatory obligations.

All our third-party service providers and other entitled in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

### **If you fail to provide personal information**

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers). 1)

### **Change of purpose**

We will only use your personal information for the purposes for which we have collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### **Information about criminal convictions**

We process information about criminal convictions as part of our criminal records checks. These checks are only carried out for roles that require a DBS check because of the nature of the role and where we are required to do so to comply with our legal and regulatory obligations.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims or where it is necessary to protect your interests (or someone else's) and you are not capable of giving consent to the processing, or where you have already made the information public.

### **Monitoring in the workplace**

We do not carry out any systematic or automatic monitoring of our employees. However, please be aware that you do not have an absolute right to privacy in relation to information that is held on Capital Letters systems. We may permit the inspection, monitoring or disclosure of information held on our IT systems, or systems that are operated on our behalf, at our discretion. This includes desktops and mobile devices, emails, CCTV, telephone conversations, voicemails, instant or video messaging, ID cards, GPS tracking devices etc. (this is not an inclusive list).

We will only do this where:

We have a clear process in place for accessing this information;

- 2) We have clear process for access to be authorised at an appropriately senior level; and
- 3) Where we have communicated that process to you in our policies or procedures.

## Lone working devices

Any lone worker device will not be used by Capital Letters to track employees' whereabouts or to record journey histories. An employees' location can only be pinpointed when an alert is sent, when the device is turned on/off or when a specific button is pressed by the employee. Location information will only be used to respond to alerts and/or to send emergency services to the correct location.

## Automated decision-making

Employment decisions are not based solely on automated decision-making.

## How long do you keep my data?

How long we keep your personal data for can depend on the type of data it is. We will never retain your information for any longer than is necessary for the purposes we need to use it for.

We hold your employee records for 6 years after leaving service. We hold some pension records for 12 years after the ending of any benefit payable under the policy.

We hold your emails for 6 months after leaving service - after that they are removed from servers. The only exceptions to this are emails from the Executive Team whose emails are kept for six years from that date.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of Capital Letters we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

## Transfers outside the UK

Occasionally, we may need to transfer your personal data outside the European Economic Area (EEA) to other subcontractors or agents. For example, if we were to use an IT service whose servers are situated outside of the Europe. Where this is the case, we will take the appropriate steps to ensure that we only contract with organisations that have the appropriate security measures in place and tell you about this in this notice.

## Data security

Capital Letters takes the security of your data seriously. We have internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where we engage third parties to process personal data on our behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

## Your privacy rights

You have several rights which allow you choice and control about how we use your data. These rights are explained below. All requests to exercise these rights should be sent to the Human Resources Team.

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

**Transparency:** You have the right to be informed about how we are using your data. If you think we are doing something with your information that we have not told you about in this Privacy Notice, you can object to this.

**Access:** You can request access to a copy of the personal data that we hold about you.

**Objection:** You can object to the processing of your personal data. You should note that this right does not apply in all circumstances, for example, where

we are processing information because it is necessary in the performance of contract we will not be able to stop processing this information.

**Withdrawal of consent:** if we are processing your data based on your consent, you can withdraw this consent at any time. Where this is the case we may no longer be able to provide the relevant service to you.

**Rectification:** If you think that the personal data we hold about you is inaccurate or incomplete, you have a right to request that it be rectified.

**Erasure:** You can ask us to delete your personal data where it is no longer necessary for us to use it, where you have withdrawn consent (if we process based on consent), or where we have no lawful basis for keeping it.

**Restriction:** You can ask us to restrict the personal data we use about you where you have asked for it to be erased or where you have objected to our use of it.

**Data portability:** You can ask us to provide you, or a third party (if possible), with some of the personal data you have provided to us, in a structured, commonly used, electronic form, so that it can be easily transferred.

**Appeal:** If you are not satisfied with the way that we have dealt with your personal data, please let us know and we will try and resolve your concerns. If you are still not happy with our response, you have the right to appeal directly to the regulator – the Information Commissioners’ Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone: 0303 123 1113 <https://ico.org.uk/>

## Data Privacy Manager

We have appointed a data privacy manager to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the data privacy manager.

## Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

## Schedule 7

### Payment Provisions

The Councils will make payments to the Provider for the Services using one of the following methods or a combination of these methods:

- 1 Where a Council has entered into a Secondment Agreement, the Council will be treated as paying the Provider for the Service by seconding the relevant staff member(s); or
- 2 Where a Council has not entered into a Secondment Agreement it will pay the Provider for the Services in accordance with the arrangements set out in the Service Plan and make such payments quarterly in advance; or
- 3 Where a Council does not fall within 1 or 2 above, it will pay the Provider for the Services on a basis agreed and set out in the Service Plan with any such payments monthly in advance.

## **Schedule 8 Minimum Property Standards**

### **1 Introduction**

- 1.1 Set out below are the minimum property standards that all Accommodation shall meet.
- 1.2 The Accommodation is likely to be the main residence for the tenant so the following standards must be met.
- 1.3 Accommodation accepted for the Scheme shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the Accommodation is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard. The Provider shall be responsible for conducting fire risk assessments for all Accommodation.
- 1.4 Conversions of houses or other buildings into flats require both planning permission and building control approval. Loft and other conversions require building control approval. Proof of any required permissions and/or approvals shall be provided before Accommodation can be accepted for the Scheme. Permitted developments, where the quality meets the property standards set out in this Schedule, will be considered and offered to members.
- 1.5 Accommodation above restaurants, fast food outlets or commercial premises where hazardous substances are kept shall not be acceptable for the Scheme. Neither are flats above noisy, late night opening premises such as minicab offices, clubs or pubs acceptable for the Scheme.
- 1.6 Purpose built flats above shops with exclusive access may be acceptable depending on the floor they are situated on. Capital Letters will provide details of the shop and the floor of the flat before offering it as Accommodation.
- 1.7 Where a standard of repair etc. is specified the Accommodation shall be expected, in normal use, to maintain this standard throughout the period of the Lease.
- 1.8 The Energy Act 2011 contains powers so that from 2016 landlords should not be able to refuse reasonable requests for consent to install Green Deal measures from their tenants. The Provider should ensure their properties meet a minimum energy efficiency standard of 'D' or that they have installed the maximum package of measures under the Green Deal.
- 1.9 All property standards are subject to changes in legislation from time to time. Where legislation changes to impose a new or higher standard than what is expressly provided for within this Schedule 8 the relevant standard within that legislation shall apply as if it were incorporated within this Schedule. For the avoidance of doubt, the Homes (Fitness for Human Habitation) Act 2018 shall represent such a higher standard. If legislation changes these standards to a lesser standard, these standards set out in this Schedule 8 shall continue to apply despite the reduction in legislative requirements.

### **2 External Property Standards**

- 2.1 Access



- 2.1.1 All Accommodation shall have:
- (a) Safe, well-lit and easy access with no obstructions,
  - (b) Paths and yards (if present) which are reasonably surfaced so as not to present a tripping hazard and which shall be adequately drained so as not to retain standing water,
  - (c) Access stairways (if present) which are secure and not unreasonably steep, any stairway or step shall not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users,
  - (d) Access stairways (if present) which have an adequate and securely fixed handrail.
  - (e) Access covers over manholes and service ducts to be flush with pavement and of no danger to pedestrians.
  - (f) Three sets of keys per flat including three keys to shared main entrance door in blocks of flats.

2.2 Communal Areas (where applicable)

- 2.2.1 All communal areas shall be:
- (a) Clean, tidy, well lit and well maintained,
  - (b) Maintained by a responsible landlord or managing agent who shall be identified.
  - (c) In multi-occupied properties all escape routes should be clearly marked. Extinguishers, hose reels and risers etc. should show complete records of servicing.

2.3 Roof (where applicable)

- 2.3.1 All Accommodation shall have:
- (a) A roof or roofs which are well insulated (a minimum of 200 mm of rockwool insulation or equivalent where possible), watertight, free from all defects, loose or missing tiles/slates, etc.

2.4 Guttering (where applicable)

- 2.4.1 All Accommodation shall have:
- (a) Adequate drainage from roofs,
  - (b) Downpipes secured to walls, gutters and downpipes which are free from blockages and in good repair.

## 2.5 Garden (where applicable)

### 2.5.1 All gardens shall:

- (a) Be cleared of rubbish and have all vegetation, shrubs and trees cut back,
- (b) Have their walls and fences in good order,
- (c) Have gates (if present) that operate well with gate posts/pillars that are secure,
- (d) Have sheds or ancillary buildings (if present) which are empty, in good repair and safe.

## 2.6 Rubbish Disposal

### 2.6.1 All Accommodation shall have:

- (a) Sufficient bins provided for a normal household's use, depending on the size of the Home, in a clearly defined and easily cleaned bin storage area or adequate refuse storage and disposal facilities.

## 3 Internal Property Standards

### 3.1 Doors

#### 3.1.1 Doors shall meet the following standards:

- (a) All external front (main entrance) doors and frames shall be of exterior grade quality and should be reasonably secure from access by burglars. They shall have a 5 lever mortise dead lock with an additional "Yale type" latch, or where purpose made UPVC door has integral door locking mechanism and an internal chain,
- (b) All other external doors shall have a five lever mortise dead lock with internal bolts,

3.1.2 All external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered,

3.1.3 All internal doors shall open, close and fasten properly and have their keys removed, bathrooms and toilets should be provided with a courtesy latch that could be forced open by an adult if a child accidentally locks themselves in.

3.1.4 All doors with large glass panels shall be fitted with safety glass or safety film.

3.1.5 Balcony and store doors used other than as a means of escape route are to be fitted with a keyed level deadlock and are to be locked shut.

### 3.2 Staircases (where applicable)

- 3.2.1 All staircases shall have:
- (a) Gaps between their spindles and gaps between their balustrades which are no more than 100mm,
  - (b) All gaps between treads and risers filled in,
  - (c) A two way light switch provided in all stairwells/hallways with more than one floor so that the light can be switched off/on from either floor or floors,
  - (d) Be free from obstruction and not unreasonably steep,
  - (e) A suitable handrail.

3.2.2 All staircases should where possible conform to current building regulations. Any stairway or step should not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users.

### 3.3 Walls and Ceilings

3.3.1 Walls and ceilings shall meet the following standards:

3.3.2 All Accommodation shall be free from damp, mould, condensation, peeling paper, etc.

3.3.3 Condensation occurs sometimes in all homes. Condensation problems due to structural features shall not be so pervasive as to constitute a health hazard or be a statutory nuisance,

3.3.4 If Accommodation has been accepted, and subsequently found to suffer from significant condensation problems, then the Council in his absolute discretion shall have the right to require the Provider to provide and fit suitable heat recovery/ventilation systems.

3.3.5 Polystyrene tiles to be removed from all ceilings and walls, and the walls and ceilings adequately repaired or replaced with durable material.

3.3.6 Wall or floor stops shall be provided for all doors to protect wall decoration.

### 3.4 Plaster

3.4.1 All plaster shall be sound and show no movement when examined.

### 3.5 Decoration

3.5.1 All surfaces shall be painted/papered/or tiled,

3.5.2 All paint shall be cleaned and free from obvious marking, dirt, etc.,

3.5.3 All wallpapers shall be in good condition and free from defects,

3.5.4 All woodwork shall be free from rot of any description and painted to a reasonable standard with gloss paint suitable stain or varnish.

### 3.6 Windows/Glazing

3.6.1 The following requirements shall apply to windows and glazing:

(a) Louvre windows and centre hung "swing" windows shall be accepted in the absolute discretion of the Contract Manager. All "swing" windows shall have a restraining bar,

(b) Any windows above ground floor level which open shall be fitted with a restrictor mechanism. This mechanism shall limit the windows opening to no more than 150 mm,

(c) Overlook windows in bathrooms and toilets shall be glazed with obscure glass or treated with plastic film to provide privacy,

(d) New or replacement glazing installed after April 2002 shall consist of energy saving sealed double-glazing and comply with Building Regulations. To prove compliance, it shall have:

i A certificate showing that the work has been carried out by an installer registered with the FENSA scheme, and

ii A certificate from the local authority confirming that the installation has been approved under the current Building Regulations.

3.6.2 All glazing which is under 800mm/2.8 feet from the floor (and greater than 25cm in any direction) shall be re-glazed with toughened glass or have safety film properly applied to prevent shattering if it is broken.

3.6.3 All main habitable rooms (living rooms and bedrooms) shall have a reasonable glazed window area allowing reasonable levels of natural light. Bedrooms and living rooms should not have borrowed light or ventilation, e.g. from a glazed panel above a door.

3.6.4 All windows shall be reasonably secure from entry by intruders.

3.6.5 Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door sills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.

3.6.6 Casement stays or similar childproof restrain devices appropriate to the type of window to be fitted on the windows.

### 3.7 Ventilation

3.7.1 The following standards shall apply:

- (a) All main habitable rooms (i.e. living rooms and bedrooms) shall have at least one twentieth of the floor area available as windows that open,
- (b) This requirement also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation (openable parts of windows should be easy to operate),
- (c) If a kitchen, bathroom or a WC is an internal room it shall have mechanical extract ventilation,
- (d) If mechanical ventilation is required in a kitchen it shall be capable of three air changes per hour,
- (e) If mechanical ventilation is required in a bathroom and/or WC it shall be capable of three air changes per hour,
- (f) A light switch shall activate any mechanical ventilation and the fan shall have a twenty minute overrun when the light is switched off.

3.7.2 Non-mechanical ventilation system e.g. airbricks, gutters or permavents to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living rooms or bedrooms with external walls).

3.7.3 Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

### 3.8 Insulation

3.8.1 The following standards shall be met:

- (a) All accessible loft spaces shall have a minimum of 200mm Rockwool insulation (or equivalent) properly laid,
- (b) All hot water tanks should be foam lagged or have a good quality insulating cylinder jacket, which has been properly fitted,
- (c) All water tanks and pipes which may be liable to damage by frost shall be adequately protected with lagging.

### 3.9 Heating and Hot Water Systems

3.9.1 Heating and hot water shall be provided and shall meet the following standards:

- (a) There shall be either a full gas central heating and hot water system which is preferred, or Electric Economy Seven night storage heating which is less than 5 years old, older Accommodation to be agreed at the absolute discretion of the Council.

- (b) If water heating is by electricity it shall be of reasonable capacity and have an on and off peak tariff.
- (c) The heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms, bathroom, kitchen and hallway when the outside temperature is minus 1 degree Celsius,
- (d) Boilers shall be less than 10 years old, older Accommodation to be agreed at the absolute discretion of the Contract Manager.
- (e) All pipework to the boiler should be boxed in appropriate to its location.
- (f) All gas heating systems shall have a 3 star British Gas Service Agreement or equivalent,
- (g) All heating systems shall have a timer and thermostat,
- (h) All hot water systems shall be able to operate independently from the heating system,
- (i) Details for the location of the on/off switch shall be noted and provided to Service Users,
- (j) Landlords shall provide a gas safety certificate and copy of the annual Gas Safe service agreement every year. A copy of the safety certificate shall be given to the Service User; The report should not have any items requiring attention.
- (k) Accommodation with boilers fitted in bedrooms shall not normally be accepted. The Contract Manager may consent in his absolute discretion to a boiler being located in a bedroom, such consent shall be sought in advance of the Accommodation being offered to the Council for letting
- (l) Operating instructions for heating/hot water system shall be provided to tenants.
- (m) External and internal cold water storage cisterns, tanks etc to be properly housed, insulated and protected.
- (n) Plumbing must comply with the current water authority Bye-Laws. Stop valves must be clearly labelled especially when situated in common areas.

### 3.10 Electrical Items

3.10.1 All Accommodation shall meet the following standards:

3.10.2 All Accommodation shall have a current NICEIC or NAPIT electrical safety report. This report must have no items marked as requiring urgent attention or investigation,

- 3.10.3 All electrical wiring shall be covered,
- 3.10.4 All surface mounted wiring shall be enclosed in suitable plastic conduit,
- 3.10.5 All RCD consumer unit shall be housed in a cupboard, with a childproof latch on the door to prevent access and ensure that cables under the meter are covered,
- 3.10.6 Boiler and cooker. Fused spurs shall be provided,
- 3.10.7 Portable Appliance Testing (PAT) is required annually for all electrical appliance supplied (e.g. electric cookers).
- 3.10.8 An adequate number of sockets shall be required and the following shall be appropriately spaced:
  - 3.10.9 Living room. 2 double sockets as a minimum
  - 3.10.10 Double bedrooms. 2 double sockets as a minimum
  - 3.10.11 Single bedrooms. 1 double socket as a minimum
  - 3.10.12 Kitchen. 2 double sockets at worktop height as a minimum, 1 socket for a fridge and one socket for a washing machine,
  - 3.10.13 Landing. 1 socket as a minimum.
  - 3.10.14 Electric lighting in each room is to be of sufficient intensity.

### 3.11 Furniture

- 3.11.1 The following items shall be provided:
  - (a) Carpets or other suitable flooring, curtains, net curtains, light shades, cooker and fridge/freezer or a separate fridge and freezer. In the case of the latter items, size shall be dependent on the size of the Accommodation concerned, i.e. a larger cubic volume is required for a four bedroom house than a one bedroom flat,
  - (b) At the discretion of the Contract Manager beds may be requested.
  - (c) Any other furniture left in the Accommodation shall be left at the landlord's own risk, for which no further payment will be made and no repairing responsibility accepted,
  - (d) Any furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).

### 3.12 Fire Safety

- 3.12.1 The following key elements shall apply to ensure that properties procured on behalf of Members meet required standards:

- 3.12.2 All Accommodation shall have adequate fire separation between separate units of Accommodation
- 3.12.3 All front doors to flats which lead off a communal hallway shall be half hour fire resistant door.
- 3.12.4 If the kitchen adjoins a fire escape route, a half hour fire door complying with BS476: Part 22:1987 shall be provided including a fire safe and tested door closer. If for any reason the Contract Manager agrees, in his absolute discretion, that this requirement is impracticable, then a mains powered electricity heat rise detector, with a battery backup shall be installed in the kitchen and wired to a suitable alarm,
- 3.12.5 All glazed kitchen doors shall have clear Georgian wire cast glass, or other fire safe glass,
- 3.12.6 A fire blanket shall be provided along with instructions for use,
- 3.12.7 The preferred standard for smoke alarms shall be electrically operated interlinked smoke alarms installed to each floor.
- 3.12.8 As a minimum standard, and only at the absolute discretion of the Contract Manager, battery operated smoke alarms (such as that recommended by the Fire Brigade with a minimum 10-year lithium battery) shall be installed on each floor,
- 3.12.9 Smoke alarms with removable batteries shall not be acceptable under any circumstances.
- 3.12.10 All properties that use fuel-fired heaters or appliances or fireplaces or attached garage to be equipped with a CO detector.
- 3.12.11 The property compliance with fire safety should take into account any changes including those to regulatory standards including – but not limited to - Building Regulations, the Housing Act, , Housing Health and Safety Rating System, MHCLG Advice Notes and Regulatory Reform (Fire Safety) Order, and any other key legislation.

## 4 Room Standards

### 4.1 Kitchens

- 4.1.1 Kitchens shall meet the following minimum standards:
  - (a) Cooker
    - i All rings shall operate,
    - ii If free standing, the cooker shall be chained to the wall,
    - iii The oven shall be clean and provided with shelves,



- iv Anti-tilt brackets or chains to be fitted to all cookers.
- v Half-hour fire check doors to be fitted to all cookers.
- vi All oven doors should be “cool doors” so they should not be hot to the touch.
- (b) Sink
  - i Splash backs shall be tiled to a minimum of 300mm (two tiles high),
- (c) Sinks and worktops shall be sealed around edges with silicone sealant,
- (d) Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical regulations.
- (e) All waste pipes and traps shall be free of defects with no leaks or drips.
- (f) Any holes around waste pipes and traps shall be sealed so as to prevent the ingress of vermin,
- (g) Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems,
- (h) Kitchen Accommodation - All units shall be less than 10 years old and free from defects,
- (i) There must be adequate work surface space for the size of the Home.
- (j) An adequate number of units shall be provided, below is the suggested guidance.
  - i There shall be a minimum of two fitted floor unit (excluding the sink unit),
  - ii There shall be a minimum of two drawers,
  - iii There shall be a minimum of two fitted wall units,
- (k) Fridge/freezer or fridge and freezer
  - i The fridge/freezer or fridge and freezer shall be clean and in good working order,
  - ii They shall have a capacity of at least 131 litres (fridge) and 61 litres (freezer).
- (l) Washing machine
  - i Washing machines are not required but there shall be:
    - A Sufficient space for a washing machine to be installed under a work surface in the kitchen or equivalent position,

B Appropriate fittings to allow such installation to take place, and

C A non-return valve fitted to the waste pipe.

4.1.2 Floor covering

(a) Floor covering shall be of the vinyl type or tiled and shall be free from all defects.

4.1.3 Stopcock

(a) Location of stopcock should be identified.

4.2 Bathrooms

4.2.1 The following standards shall be provided:

(a) Floor covering

i Floor covering shall be vinyl type or tile and shall be free from defects.

ii Floors shall be sealed around their edges with silicone sealant.

(b) Bath

i The bath shall be fitted securely and there shall be no leaks,

ii Bathrooms shall be tiled to a height of 300mm around bath and well sealed at the joints,

iii All bath panels shall be free of defects,

iv Generally, the standard to be reached in a bathroom is one where normal usage will not lead to any water ingress into the structure of the Accommodation over the period of the lease.

(c) Showers

i Showers are not essential but where provided the landlord shall ensure that their normal use will not damage the Home, through water ingress or otherwise,

ii Separate shower cubicles shall be tiled to a height of 1.8 metres,

iii All shower bases shall be adequately sealed and a curtain/door provided.

iv Generally, the standard to be reached in a shower room is one where normal usage will not lead to any water ingress into the structure of the Accommodation over the period of the lease.

(d) Showers fitted above baths

- i Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +),
- ii A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor,
- iii A wall bracket shall be provided for shower attachments,
- iv The provision of a bath rather than a shower shall be strongly preferred. Accommodation with showers only shall be considered but only in exceptional circumstances, and shall be accepted in the absolute discretion of the Contract Manager.

#### 4.2.2 Washbasin

- i The splash back shall be tiled to a minimum of 300mm (two tiles high),
- ii Washbasins shall be sealed around the edges with bathroom grade silicone sealant,
- iii Waste pipes and taps shall be free of defects with no leaks or drips,
- iv Taps to be easy to operate
- v Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.
  - (a) A mirror and towel rail shall be provided.
  - (b) Light fittings shall be of a sealed type appropriate for bathrooms.

#### 4.2.3 Toilet

- (a) The toilet shall be clean, secure, free of defects, with a secure seat and the cistern shall fill at a reasonable rate,
- (b) The floor covering in separate WC closets shall be free of all defects. Vinyl flooring or tiles shall be preferred with sealing at the edges with silicone. Carpet shall not be acceptable.
- (c) A toilet roll holder shall be provided,
- (d) In large Accommodation of 4 bedrooms or more, a second toilet is preferable.

### 4.3 Living Room and Bedrooms

#### 4.3.1 Size/layout

- (a) Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa 2 armchairs and a television,
- (b) Double bedrooms shall be at least 80 square feet in area,

- (c) Single bedrooms shall be at least 50 square feet in area,
- (d) Bedrooms accessed off another bedroom shall not count as a separate room,
- (e) Rooms of less than 50 square feet cannot be used as living rooms or bedrooms,
- (f) All Accommodation shall have a minimum of one double bedroom,
- (g) Accommodation with unusual room layouts or shapes shall be accepted in the absolute discretion of the Contract Manager.

#### 4.3.2 Carpets

- (a) Carpets (or other suitable flooring) shall be provided. It shall have a good quality underlay, be clean, of reasonable quality and free from all defects such as excessive wear, loose seams, tainting, bare patches and so on,
- (b) Laminate or other wooden flooring shall not be acceptable, in flats above ground floor level unless the floor is of a solid concrete construction, because of potential noise disturbance.

#### 4.3.3 Curtains

- (a) Curtain rails shall be securely fitted above all windows.
- (b) Curtains shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned, Net curtains shall be fitted to all windows.
- (c) Blinds shall be accepted in the absolute discretion of the Contract Manager.

## 5 **Pest Control Standards**

- 5.1 The property should be free from pest infestations throughout. Where an infestation is present the provider should assess it having regard to the extent of the infestation and the effectiveness of any treatment in progress. Where treatment is absent or inadequate, they must engage the services of a reputable pest control operator to eradicate the problem at source and undertake periodic routine inspections. The manager should then keep a log book of periodic pest control treatments and keep it available for inspection by the Council.

**Schedule 9**

**Part 1**

**White Goods**

- 1 Freezer Fridge or a fridge and separate freezer
- 2 Cooker or oven and hob

## Part 2

### Furniture Specification

#### 1 **Furnished Properties**

1.1 Where required and by agreement with the borough, the requirements for furnished properties are:

1.1.1 Cooker, fridge, freezer and appropriate number of units in the kitchen

1.1.2 Dining table and chairs

1.1.3 2 or 3-piece suite as appropriate

1.1.4 Beds (one double, two singles or one single dependent upon size of room)

1.1.5 Wardrobe and chest of drawers in all bedrooms

1.1.6 Curtains and/or nets on all windows

1.1.7 Appropriate flooring to all floors

1.1.8 Lampshades

1.1.9 Bulbs (at the commencement of each sub tenancy and not otherwise)

#### 2 **Part Furnished Properties**

2.1 The requirements for part furnished properties are:

2.1.1 Cooker, fridge, freezer and appropriate number of units in the kitchen

2.1.2 Curtains and/or nets on all windows

2.1.3 Appropriate flooring to all floors

2.1.4 Lampshades

2.1.5 Bulbs (at the commencement of each sub tenancy and not otherwise)

## Schedule 10

### Form of Deed of Adherence

**dated**

#### **Parties**

- (1) **Capital Letters (London)Limited** (registered number 11729699) whose registered office is at Town Hall, 2<sup>nd</sup> Floor, Mulberry Place, 5 Clove Crescent, London, E14 2BH (**the Provider**)
- (2) [***name of new council***] of [***address***] (the **Additional Council**).

#### **Introduction**

- (A) The Provider is party to an agreement dated [.....] 2020 (the **SLA**) which governs the Provider's provision of certain procurement, management and nominations services to the Continuing Parties (as defined below).
- (B) The Additional Council wishes to become party to the SLA in accordance with the provisions set out within the SLA, with particular reference to clause 5.9 which permits an entity to become a party to the SLA by Deed of Adherence executed by the Additional Council and the Provider.

#### **Agreed terms**

- 1 Words and expressions used in this Deed of Adherence shall, unless the context expressly requires otherwise, have the meaning given to them in the SLA. The **Effective Date** means the date of this Deed of Adherence.
- 2 The **Continuing Parties** to the SLA include:
  - 2.1 The Mayor and Burgesses of the London Borough of Barking and Dagenham;
  - 2.2 The Mayor and Burgesses of the London Borough of Bexley;
  - 2.3 The Mayor and Burgesses of the London Borough of Brent;
  - 2.4 The Mayor and Burgesses of the London Borough of Croydon;
  - 2.5 The Mayor and Burgesses of the London Borough of Ealing;
  - 2.6 The Mayor and Burgesses of the London Borough of Hammersmith and Fulham;
  - 2.7 The Mayor and Burgesses of the London Borough of Haringey;
  - 2.8 The Mayor and Burgesses of the London Borough of Lewisham;
  - 2.9 The Mayor and Burgesses of the London Borough of Redbridge;
  - 2.10 The Mayor and Burgesses of the London Borough of Southwark;
  - 2.11 The Mayor and Burgesses of the London Borough of Tower Hamlets;

- 2.12 The Mayor and Burgesses of the London Borough of Waltham Forest;
  - 2.13 City of Westminster; and
  - 2.14 any other party that is a Party to the SLA by virtue of clause 5.9 of the SLA who has entered into a Deed of Adherence.
- 3 The Additional Council hereby applies to be a Party to the SLA in accordance with clause 5.9 of the SLA.
  - 4 The Additional Council confirms it has been supplied with a copy of the SLA and has entered in to a deed of adherence in respect of the members agreement pertaining to the Provider.
  - 5 The Additional Council and the Provider agree that the Service Plan appended to this Deed of Adherence shall constitute the agreed "Service Plan" as such term is understood in the SLA.
  - 6 The Provider and the Additional Council undertake with each other that, from the Effective Date, the Additional Council shall be party to the SLA and shall assume all of the rights under the SLA granted to the Continuing Members and shall observe, perform and be bound by the provisions of the SLA as though the Additional Council was an original party to the SLA.
  - 7 This Deed of Adherence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
  - 8 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed of Adherence or its subject matter or formation (including non-contractual disputes or claims).

This Deed of Adherence has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**INSERT EXECUTION CLAUSE OF ADDITIONAL COUNCIL**

**THE COMMON SEAL** of \_\_\_\_\_ )

[ \_\_\_\_\_ ] \_\_\_\_\_ )

was hereunto affixed \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

**Authorised Signatory**



executed as a deed by **Capital Letters (London)** )  
**Limited** acting by [*name of director*], a director )

in the presence of: ) Director

witness signature:

name:

address:

occupation:

**Appendix to Deed of Adherence**

**Service Plan**

**[Additional Council-Specific Service Plan to be included as appendix to the Deed of Adherence]**

**IN WITNESS** of which this Contract has been duly executed by the Parties.

**[Note: please provide the appropriate execution clauses]**

**On behalf of the Council**

executed as a deed by affixing **THE COMMON**

**SEAL** of [                    ]                    )

)                    *[Common seal of the Council]*

in the presence of                    )

[Authorised signatory]

[Authorised signatory]

**On behalf of the Provider:**

executed as a deed by **CAPITAL LETTERS**                    )

acting by *[name of director]*, a director                    )

and *[name of director or secretary]*,                    )

Director

a director *OR* its secretary                    )

Director/Secretary

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## **Capital Letters Procurement Allocations Policy Principles**

The method by means of which properties procured by Capital Letters will be allocated to individual boroughs are set out in more detail in the Capital Letters Allocations policy. The main principles are:

### **Principle 1.**

The number of properties (excluding HMOs and studios) procured for each borough over the previous year using the resources and contracts transferred into Capital Letters would set a minimum limit for allocation of properties to that borough. This should guarantee that (unless market conditions have markedly worsened) each borough will get at least as many properties over the first year as were procured by the staff it seconds in the previous year. Studios and HMOs will not be counted in these minimum allocations, but will be allocated separately according to location and borough need.

### **Principle 2.**

It is expected that significantly more properties than this will be procured in practice, due to staff working collaboratively and because of the additional procurement resources available to Capital Letters. Properties procured above those numbers would go to the participant boroughs according in proportion to the staff resources they have contributed through secondment or funding of staff recruited directly by Capital Letters.

### **Principle 3.**

Boroughs will be able to specify the proportion of each type (PRS, PSL etc.) and size of property that they want, as well as making requests to meet urgent needs for specific property types as they arise. These expressed preferences will guide the Capital Letters procurement strategy, and as much as possible they will be met, bearing in mind that some sizes and types of property are harder to obtain than others.

### **Principle 4.**

Subject to meeting borough minimum allocations, and fair distribution of additional properties, all properties should be allocated as close to host boroughs as possible, also taking in to account the provisions of the homelessness suitability order as they apply to individual households. This should mean that a much smaller number of households have to move a long distance from their home borough than is currently the case.

**Principle 5.**

Any additional properties procured beyond the needs of the participating boroughs may be offered to non-participant boroughs.



**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 November 2020
<b>Subject:</b>	Harrow Strategic Development Partnership – Appointment of Directors
<b>Key Decision:</b>	No
<b>Responsible Officer:</b>	Paul Walker – Corporate Director: Community
<b>Portfolio Holder:</b>	Graham Henson - Leader of the Council and Portfolio Holder for Strategy, Partnerships, Devolution & Customer Service
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	Draft IP Job Role and Person Specification

## Section 1 – Summary and Recommendations

This report sets out the proposed governance of the Harrow Strategic Development Partnership (HSDP) and the nomination of three appointments to the board of directors when the delivery vehicle is incorporated.

### **Recommendations:**

Cabinet is requested to:

1. Note the intended governance structure for the HSDP; and
2. Recommend to full Council that
  - a. Two Councillors be nominated for appointment by the HSDP; and
  - b. Authority be delegated to the Chief Officer Employment Panel (COEP) to employ an independent director to be appointed to the HSDP board on terms the Panel considers appropriate.

**Reason (for recommendations):** To enable the formation of a shadow board for the HSDP pending the formal establishment of a limited liability partnership.

## Section 2 – Report

### Introductory paragraph

Cabinet will recall that, following its decision on 10 September 2020, the Council is now working through the preferred bidder stage of the HSDP procurement process, with Wates Residential Limited having been named Preferred Bidder.

For the reasons given in both that and previous HSDP reports, it is intended that a limited liability partnership (LLP) will be the vehicle through which the HSDP objectives are delivered. The decision to incorporate the vehicle and formally enter a contract with Wates Residential will be considered by Cabinet at the end of the Preferred Bidder process, which is anticipated to be February 2021.

In order to ensure the partnership can be effective immediately it is established, both Harrow and Wates agree it would be helpful to set up a shadow board as soon as possible.

The intended corporate structure of the LLP is for the Council and Wates to nominate three directors each, giving the board a total of six directors. It is proposed that Harrow's nominees are 2 Councillors and an independent person, recruited because of their industry experience and expertise. The members' agreement will set out that the Council's directors and Wates' directors will exercise one collective vote.



If Harrow and Wates Limited make the nominations as planned, it is intended that the nominees form an informal shadow board in the New Year to start to identify and consider the decisions they will need to take at the immediate operational commencement of the HSDP; and familiarise themselves with the intended governance procedures of the LLP, when incorporated.

It is also intended that the nominated Councillors will receive training appropriate to their future roles as LLP directors.

It is proposed that the independent director be appointed broadly in accordance with the suggested job role and person specification appended to this report, though the final terms of appointment will be a matter for the COEP.

## **Options considered**

1. Do nothing – The Council can choose not to establish a shadow board and wait until contract close in 2021 before commencing the nomination process. This is not advised as it risks negatively impacting the operational efficiency of the HSDP and delaying delivery of regeneration projects.
2. Recommend that full Council nominate two councillors to the HSDP board and delegate to the Chief Officer Employment Panel (COEP) authority to employ an independent director as the third Council director. This is the recommended option for the reasons set out in this report.

## **Risk Management Implications**

If the Council establishes the shadow board as recommended but does not proceed to complete the agreement with Wates Limited, its only liability will be to the independent director, once appointed.

## **Legal Implications**

Section 3 para 1(u) of Harrow's Constitution provides that full Council makes appointments of Members to outside bodies.

The Chief Officers' Employment Panel normally appoints Chief Officers and recommends appointment of the Head of Paid Service. The proposed independent director will not be a chief officer, or indeed an employee, but given their role in this new venture, and the cross-party make-up of the Panel, it is recommended that the COEP be delegated to make the selection.

## **Financial Implications**

Any fees payable to both the Council nominated and Wates nominated directors will be costs met by the LLP. The Councils share will be deducted from returns to the Council from the LLP.

## **Council Priorities**

The decision takes the Council to the next stage of establishing the Harrow Strategic Development Partnership, which is being set up to develop the Council's prime sites and to deliver the Council's regeneration objectives. This contributes to the Council's strategic objectives in the following respects:

### **Building a Better Harrow**

- Create a thriving modern, inclusive and vibrant Harrow that people can be proud to call home
- Increase the supply of genuinely affordable and quality housing for Harrow residents
- Ensure every Harrow child has a school place

### **Supporting Those Most in Need**

- Reduce levels of homelessness in the borough
- Empower residents to maintain their well-being and independence

### **Protecting Vital Public Services**

- A strong and resourceful community sector, able to come together to deal with local issues

### **Delivering a Strong local Economy for All**

- A strong, vibrant local economy where local businesses and thrive and grow
- Harrow is a place where people and businesses invest

### **Modernising Harrow Council**

- Reduce the borough's carbon footprint
- Use technology and innovation to modernise how the Council works

### **Section 3 - Statutory Officer Clearance**

**Statutory Officer: Dawn Calvert**

Signed by the Chief Financial Officer

**Date: 02/11/2020**

**Statutory Officer: Hugh Peart**

Signed by the Monitoring Officer

**Date: 02/11/2020**

### **Section 4 - Contact Details and Background Papers**

**Contact:** Julian Wain, Interim Director of Regeneration,

[julian.wain@harrow.gov.uk](mailto:julian.wain@harrow.gov.uk)

**Background Papers:**

[Cabinet Report of 10 September 2020](#)

[Cabinet Report of June 2019](#)

[Cabinet Report of May 2019](#)

**Call-in waived by the Chair of Overview and Scrutiny Committee**

NOT APPLICABLE

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## Harrow Strategic Development Partner

### Board Member – Job description

<b>Role Title:</b>	<b>Board Member</b>
<b>Responsible to:</b>	<b>HSDP (LLP) Members</b>
<b>Functional Area:</b>	<b>HSDP (LLP) Governance and Oversight</b>

### Role Profile

The role of Board Members by virtue of their duties to the HSDP, and independence of the management of the HSDP is to provide governance and oversight to the HSDP. The Board will concentrate on:

1. Monitoring executive activity
2. Contributing to the development of the strategy
3. Collectively taking decisions reserved for Board members

It is important for Board Members to establish a spirit of partnership and mutual respect on the Board and thereby build a working environment of openness and trust with the executive team. The key to being effective in this role rests in the behaviours demonstrated when constructively challenging decision making.

Board members must ensure and secure good governance and be alert to their obligations to the LLP Members.

Key duties are:

- To ensure that the HSDP complies with its Members agreement, other documentation and relevant legislation and regulations.
- To ensure that the HSDP applies its resources solely in pursuit of defined objectives.
- To provide constructive challenge in developing proposals on Strategy and Business Planning.
- To provide scrutiny of performance in meeting the HSDPs business plan and monitoring of performance reports

- Satisfy themselves on the integrity of financial information and that the controls and risk management systems are robust and defensible.
- To abide by HSDP policies, declare conflicts of interest, scrutinise required papers and to attend meetings including those of HSDP subsidiaries, if applicable.
- To ensure the financial stability of the HSDP.
- To use any specific knowledge to assist the Board and senior managers to reach sound decisions
- To lead discussions on key issues and provide advice and guidance where required.
- To assist in the recruitment and appointment of senior staff where applicable.
- To participate in training and development as appropriate.
- Ensure there is no conflict of interest with officers working for the HSDP in the performance of their duty
- Ensure the Board maintains an efficient, effective and professional culture

### **Budget responsibility**

The Board monitor the HSDPs financial performance and will be required to ensure that HSDPs Business Plan targets are achieved.

### **Relevant Information**

It is estimated that the time required to fulfil this role would be in the region of 2-3 days per month, this may vary over the duration of the appointment. This includes reading papers and reports, Board attendance and dealing with matters arising from that meeting where required.

There may be a need to attend occasional evening or weekend events.

### **Pay**

Remuneration for the post will be *£12,000 per annum*.

## **Person Specification**

### **Knowledge**

- Understand the duties of a Board Member
- Understanding and commitment to the aims of the HSDP and its members
- Practical knowledge of strategy development, business planning, financial planning and performance management
- Knowledge of managing development, housing or construction

### **Skills**

- Ability to contribute to Board meetings effectively through constructive challenge
- Experience of working within multi disciplinary teams
- Ability to represent the interest of the HSDP in external relationships
- Ability to communicate effectively, both verbally and in writing with a broad range of customers, colleagues, employees and Members
- Ability to establish and monitor performance targets, for organisations and management staff
- Personal integrity, with commitment to maintaining high standards in public life in accordance with the Nolan principles.
- Team working
- Creative thinking

### **Experience and Qualifications**

- Knowledge or experience of a related or comparable industry
- Board experience
- Experience of working in partnership with other organisations
- Experience of working with local authorities
- Financial Management

- Knowledge of effective corporate governance arrangements
- Demonstrable commercial acumen, understanding of risk, its benefits and opportunities
- Commitment to equal opportunities





**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 November 2020
<b>Subject:</b>	Children and Young People Strategic Commissioning – Emotional Wellbeing Service and Information, Advice and Guidance Service
<b>Key Decision:</b>	Yes - effects communities living or working in an area of two or more wards of the Borough
<b>Responsible Officer:</b>	Paul Hewitt, Corporate Director People Services
<b>Portfolio Holder:</b>	Cllr Christine Robson Portfolio Holder for Children, Schools and Young People
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	None

## **Section 1 – Summary and Recommendations**

This report sets out the background, the current commissioning arrangements and the proposals to approve financial contribution and issue a direct award to current providers to Emotional Wellbeing Service and Careers Information, Advice and Guidance Service to Harrow's Children and Young People.

### **Recommendations:**

Cabinet is requested to:

1. Delegate authority to the Corporate Director for People Services following consultation with the Portfolio Holder for Children, Schools and Young People, together with the Portfolio Holder for Finance and Major Contracts to:
2. Issue a direct award to the incumbent provider for the Harrow information advice and guidance service; and
3. Approve the financial contribution to be made by the Council to Harrow Clinical Commissioning Group, for the Harrow's Emotional Wellbeing Service.

### **Reason:**

To enable the Local Authority to fulfil its statutory duties to:

- meet the emotional and mental health needs of children and young people
- encourage, enable or assist young people's participation in education or training and to assist the most vulnerable and risk of disengaging with education or work.

## **Section 2 – Report**

### **Introductory paragraph**

1. Local Authorities has a statutory duty to provide Emotional Wellbeing and Careers Information Advice and Guidance services for children and young People. Harrow Council (the Council) commissions two providers Barnardo's (through its partnership arrangement with Harrow Clinical Commissioning Group) for the Harrow Horizons Emotional Wellbeing Service and Prospects Services for the Careers, Information, Advice and Guidance Service. The current contracts for these services end in March 2021. This report sets out the legislative and local context and the approach to re-commissioning these services.

2. The recommendations in this report contribute to the Council's Corporate priorities:
  - Tackling poverty and inequality
  - Addressing health and social care inequality
  - Thriving economy

## **Options considered**

3. Three options have been considered:
  - Option 1: Do nothing - allow the contracts to end in March 2021. This will create a gap in statutory service provision and will be detrimental to Children and Young People at a time of significant uncertainty and increase anxiety arising from the covid pandemic.
  - Option 2: Secure delegations from Cabinet to issue a direct award to the incumbent provider for the Harrow information advice and guidance service and approve the financial contribution to be made by the Council to Harrow Clinical Commissioning Group, for the Harrow's Emotional Wellbeing Service.
  - Option 3: Carry out procurement process for the careers, information, advice and guidance service. The current contract expires 31<sup>st</sup> March 2021.
4. Option 2 is the preferred option because it will ensure that there is a continuity of service and allow an analysis of how the pandemic has impacted the health, well-being and education, employment and training opportunities. To then incorporate these learnings to design services for the future accordingly with the opportunity to consult service users.

## **Current situation**

### Emotional Health and Wellbeing Services

5. In accordance with the Children Act 1989, the Council has a duty to 'Promote the Health and Well-Being of Looked-After Children'. Increasing and improving mental health services through an integrated approach with local authorities and health services, was a key objective in the Government's Future in Mind Transformation Plan. In this context, in October 2015, the Health and Well-Being Board, agreed to develop an integrated Emotional Health and Wellbeing Targeted Service with Harrow Clinical Commissioning Group (CCG) and the Council.
6. The North West London Integrated Care Partnership (HICP) has agreed its Out of Hospital Recovery Plan to progress the integration of health and social care and the systems recovery from the covid emergency response. There is a Children and Young People Workstream which includes emotional and mental health.

## NHS Long Term Plan (January 2019)

7. Mental health support for children and young people will be embedded in schools and colleges. The Children and Young People's Mental Health Green Paper set out proposals to improve mental health support in schools and colleges, Harrow was successful in the recent Green Paper bid to deliver the mental health support teams (MHST) from November 2020. The Harrow Horizons Service will be involved in this initiative.
8. The plan also states an additional 345,000 CYP aged 0-25 accessing NHS funded services by 2023/24, with a year on year increase of 70,000, which represents **7,000 a year** more than the 63,000 required in 19/20. This represents a 10% increase. Harrow Horizons have provided access to an intervention to 470 children between April and August 19, the activity continued to over the next 7 months the total accessing was approximately 1,128 an increase of 398 on the previous year's activity.
9. The Council and the CCG entered into a Section 75 Agreement to commission services such as Future in Mind Children and Young People's Emotional, Health and Well-Being Service. The CCG are the lead commissioner and following a competitive procurement process, appointed a national charity – Barnardos, as the service provider.
10. Children and young people from Harrow were involved in the design of the new service, selecting the provider and naming the service from the outset. Subsequently a small number of young people have continued to be involved in Harrow Horizons youth participation group that encourages the voices of service users to help develop and improve the quality of provision.
11. Harrow Horizons Children and Young People's Emotional Health and Wellbeing Targeted Service is run by experienced clinicians and mental health practitioners, the service works closely with schools, providing short- to mid-term therapeutic intervention. Offering mental health and therapeutic support, including early intervention. It offers a person centred, age appropriate and flexible approach.
12. The total annual contract value is £540,000 comprising £270,000 contributions from the CCG and the Council.
13. The Service provides good value for money as the financial envelope was set for 4 years with no yearly uplifts and will remain the same for the direct award contractual years.
14. Full staffing capacity has been maintained with a staffing team with a broad range of skills and experience, ensuring they can meet the diverse needs of the children, young people and families receiving a service.
15. The clinicians are trained in a variety of therapeutic modalities examples include: psychodynamic therapy, person-centered therapy, art, music, play

and drama therapy, integrated eye movement therapy, cognitive behavioural therapy, integrative therapy and therapeutic counselling.

16. During the covid pandemic, clinicians have reported since April 2020, a higher number of bereavement cases being referred. The nature of these referrals are more complex grief due to the circumstances such as not being able to say goodbye to family members during lockdown.
17. In addition, the clinicians have observed higher levels of general and school-based anxiety, particularly for older young people who have missed the opportunity to sit GCSE and A level exams.
18. In responding to the government guidelines on safe practice, the service provider has adapted their delivery model to ensure a continuity of support to their vulnerable young people by introducing telephone, video link and operating an information and referral advice line for professionals, families and young people.
19. Clinicians have reported that the adapted remote working model, even with its own IT challenges, has shown to be a positive alternative for children and young people. Feedback gathered showed that for some service users, telephone counselling can be more accessible and preferred method of support, than face to face interventions. This method also allowed greater interaction and involvement with parents and carers due to a change in their working patterns.

#### Careers, Information, Advice, Guidance to Young People

20. The Education Act 2011 places the duty for local authorities to encourage, enable or assist young people's participation in education or training and to assist the most vulnerable and risk of disengaging with education or work. In addition, Local Authorities are expected to have arrangements in place to ensure that 16 and 17 year olds have received an offer of a suitable place in post-16 education or training and that they are assisted to take up a place.
21. Prospects Services is commissioned to fulfil the Council's duties in relation to encouraging, enabling and assisting young people to participate in education, employment or training and to provide Careers Information, Advice and Guidance to young people targeted as those most in need until the end of their contract term, March 2021.
22. The annual contract value is £400,000. For the period of 18 months direct award period the contract value will be £600,000.
23. The service provides good value for money as the financial envelope was set for 5 years with no yearly uplifts and will remain the same for the extension period. It has shown year on year increases in activity targets.
24. Although in Harrow the NEET numbers are low, those that make up this cohort, in the main, have multiple barriers. During the covid pandemic

Careers Advisers have continued to build a rapport with existing NEET and young people that have become NEET via telephone, video calls, emails and through other professionals.

25. Careers Advisors have noticed that during the pandemic young people have had increased anxieties and disruptions to their life and have appreciated the ongoing consistent support that has been offered. The consistency of service and approach is imperative for this cohort of young people who take a long time to engage with support services.

### **Next Steps**

26. The rationale for seeking approval for direct awards to current providers to Emotional Wellbeing Service and Careers Information, Advice and Guidance Service to Harrow's Children and Young People are as below.
27. The impact of the covid pandemic has restricted the ability to co-produce and co-design (with stakeholders) new services, officers have had to shift priorities in order to respond to the immediate needs of the community.
28. It has been essential to support and encourage current providers to transition their current delivery model to more safe and appropriate alternatives ways in order to meet the needs of children, young people and their parents/carers.
29. Harrow CCG and the Council have been successful in the bid to deliver mental health support teams in schools, Barnardos are a key partner in this initiative, therefore stability with the continuation of service delivery is essential.
30. There is anticipation of a rise in NEET young people even though we do not know to what extent, the covid pandemic may cause disengagement from education due to multiple barriers that young people may be facing. It is therefore important that Prospects Services continue to work closely with schools so that they are informed of young people dropping out of education at the earliest point and are able to work alongside agencies to build a package of support around the young person, support them to move back into EET.
31. Evidence has shown that year 11 and 13 groups missing 3 months' worth of education has had an impact on GCSE and A level attainment. Potentially this will not only have an impact next year on their academic achievements but also a knock-on effect to their mental wellbeing. Both Barnardos and Prospects Services are qualified and skilled to respond to these areas of projected need.

### **Ward Councillors' comments**

32. Not applicable

## Performance Issues

### Emotional Health and Wellbeing Services: Barnardos – Harrow Horizons

33. Clinicians are continuing to work with a full caseload of clients. The current waiting time from referral to assessment is approximately 2-3 weeks. The waiting time for assessment to first session is approximately 5 weeks. It is anticipated that waiting times may increase in line with the number of referrals.
34. The main referral source for this service are GP's and Harrow schools. Due to the reduction of patients presenting to GP surgeries and the closure of schools the Harrow Horizons received 134 referrals in quarter one April - June. By quarter two, the number of referrals have been increasing to 185 referrals to date.
35. Harrow Horizons continually monitor the emerging themes and key issues children and young people are facing. The most prevalent is a sense of heightened anxiety around their current situation and future, followed by low mood, family conflict and loss and bereavement.

### Careers, Information, Advice, Guidance to Young People – Prospects Services

36. Harrow historically has maintained a low number of young people that are NEET in comparison to other London boroughs. The robust tracking and support offered to young people who are NEET has supported this ongoing low figure to be maintained and is evident in the NEET to EET movement for the 16-18 cohort.
37. Harrow has remained in quintile 1 for the DfE annual scorecard for the last 4 years that Prospects Services has been delivering in the borough. Harrow has maintained continuous low levels of NEET and Not Known and presents much lower levels than the London and National average.

### 38. NEET Comparison - 2019 Scorecard

	Combined NEET/ NK	NEET	Not Known
Harrow	2.1%	1.2%	1.0%
London Average	5.5%	2.6%	2.9%
National Average	4.8%	1.7%	3.0%

39. The low level off NEET has been maintained alongside there being a low percentage of young people whose destination is not known. The 1.0% of not known means there are very low numbers of potential hidden NEET.
40. In the period between April 2020 and August 2020 there has been a 0.3% (16) rise in NEET 16-17-year olds (academic age). This rise during these

months has been mainly due to the 6 monthly employment destination tracking which has identified young people who were in employment 6 month previously now NEET, some of these 16 would have been as a direct result of the covid pandemic.

41. The covid pandemic could present itself more prominently in statistical data in the months and years to follow. Harrow has a higher than national average participation rate at 95.6% (National- 84.8% and London 91.1%). During the April- August period the majority of Year 12-13 cohort will have been participating in full time learning, we expect this would have continued during the lockdown period when students would have been learning at home, with low drop out rates or exclusions from school/ college.
42. The increase in NEET will be more evident in the next part of the year and into early next year with leavers from Years 11, 12 and 13 who do not want to stay in education find looking for employment or apprenticeships more challenging. There is also the implication that many learning providers, such as some training providers are now offering more online virtual approach to learning. This method of learning could see a disengagement for some vulnerable young people and see them dropping out becoming NEET.

## Risk Management Implications

Risk included on Directorate risk register? No  
 Separate risk register in place? No

43. The key risks and mitigations are summarised in the table below:

Risk	Mitigation
Non availability of statutory services	Direct Awards to current providers
Challenge from other providers	Competitive procurement process has been undertaken previously The council can compliantly direct award under the light touch regime as the values are below the threshold
Current service providers not able to fulfil additional government funded initiatives for the borough	Direct Awards to current providers so they can continue delivery

## Procurement Implications

44. It is in the opinion of the Head of Procurement that it is in the best interest of the Council to offer a direct award to Prospects and approve the financial contribution to be made by the Council to Harrow Clinical



Commissioning Group, for the Harrow's Emotional Wellbeing Service. The direct award can be made compliantly under the "Light Touch Regime" Public Contract Regulations 2015 as the value of the contracts are below the threshold.

45. Approve funding to Harrow CCG via s75 for the Barnardos - Emotional Health and Wellbeing Services: Harrow Horizons for 2 years from the 1<sup>st</sup> April 2021 until 31<sup>st</sup> March 2023  
Direct Award to Prospects Services: Careers Information, Advice and Guidance for 18 months from the 1<sup>st</sup> April 2021 until 30<sup>th</sup> September 2022

## **Legal Implications**

### Emotional Health and Wellbeing Services: Barnardos

46. The Council and the CCG entered into a Section 75 Agreement under the National Health Service Act 2006; this agreement enables the Council and the CCG to enter into partnership arrangement to provide services and pool resources. This agreement remains valid until 2022 therefore the commissioning intentions as set out in this report for the emotional health and wellbeing services can be fulfilled through the Section 75 Agreement. The CCG as lead commissioners and the contracting authority must adhere to the obligations under Public Contracts Regulations (2015) in their appointment and extension of the Contract with Barnados.
47. The Scheme Specification for the Future in Mind Children and Young People's Emotional, Health and Well-Being Service, which sits under the Section 75 Agreement will need to be updated to reflect the additional years service as well the revised Key Performance Indicators to be agreed by the Council and the CCG.

### Prospects Services – Careers, Information and Guidance

48. Legal notes that the value of the direct award contract to be made to Prospects Services fall below the EU threshold for the light touch regime therefore the procurement is not subject to the full requirements of the Public Contract Regulations 2015 (PCR); the EU Treaty principles of equal treatment, fairness and non-discrimination, however must still be adhered to.

## **Financial Implications**

### Emotional Health and Wellbeing Services: Barnardos – Harrow Horizons

49. The annual contract value is £540,000 made up of £270,000 contribution from the CCG and £270,000 Local Authority contribution.

50. The total contribution from the Local Authority over the two years would be £540,000. The service is funded from children and young people's directorate

Prospects Services - Careers Information and Advice and Guidance

51. The annual contract value is £400,000, for the eighteen months contract, the total budget requirement is £600,000. The service is funded from a general fund within children and young people's directorate.

**Equalities implications / Public Sector Equality Duty**

52. Equalities Impact Assessment were undertaken as part of the initial procurement processes. The key matters identified were:

Emotional Health and Wellbeing Services: Barnardos – Harrow Horizons

53. The conclusions of this assessment undertaken October 2016 was that the implications are either positive or neutral, with no adverse effect, in that the service will provide emotional, mental health interventions to those vulnerable children and young people in Harrow.

54. The assessment did not identify any potential for unlawful conduct or disproportionate impact and conclude that all opportunities to advance equality are being addressed.

55. During the monitoring of the contracts, data on the ethnic profile from of the service users since the commencement of the service has been gathered as below:

Ethnic group	No of referrals	Percentage
Asian or Asian British	577	32%
White	491	27%
Black or Black British	238	13%
Mixed	225	12%
Other Ethnic Groups	185	10%
Rather not say	104	6%
Data: June 2017 – March 2020		

56. Statistics show that access to Harrow Horizon has been reflective of the local community and BAME children and young people with a majority from Asian/ Asian British backgrounds.

57. The service has continued to meet the current gap for children and young people who have a moderate emotional, mental health need in addition to their learning disability/difficulty. Quarter one data (April – June 2020) reported 22 young people with special needs, referred by Harrow Schools, were engaging in the service.

## Prospects Services - Careers Information and Advice and Guidance

58. The conclusions of this assessment undertaken in February 2015 was that the implications are either positive or neutral in that the service will provide support to those young people that are in risk of disengaging or not in education, employment or training.
59. The assessment did not identify any potential for unlawful conduct or disproportionate impact and conclude that all opportunities to advance equality are being addressed.
60. During the monitoring of the contracts, data on the ethnic profile of the service users has been gathered and shows:
- June 2020 data show that amongst the 102 young people that are NEET, 70 are male and 35 are White British/White Other. There would be a positive impact therefore as the numbers potentially accessing the service would be higher for this ethnic group.
  - December 2019 NEET figures show that from the cohort of young people resident in Harrow that have SEN is 822. Of this number, 13 are not in education, employment or training. The local authority has a statutory responsibility to provide this service for young people with SEN and therefore there will be a positive impact.
61. Prior to issuing the Direct Awards, officers will collate up to date data and refresh the EqIAs to reflect the current local community demographics.

## **Council Priorities**

62. The recommendations in this report contribute to the following Council Priorities:
- **Tackling poverty and inequality** supporting children and young people into employment and good emotional and mental health.
  - **Addressing health and social care inequality** by providing high quality services for Children and Young People particularly in the context of covid and the increasing prevalence of poor mental health.
  - **Thriving economy** to support vulnerable children and young people continue in education, employment and training.

## **Section 3 - Statutory Officer Clearance**

**Statutory Officer:**

Jo Frost, on behalf of the Chief Finance Officer

**Date:** 5<sup>th</sup> October 2020

**Statutory Officer:**

Blessing Enejo, on behalf of the Monitoring Officer

**Date:** 15 October 2020

**Statutory Officer:**

Lisa Taylor *on behalf of* the Head of Procurement

**Date:** 5 October 2020

**Statutory Officer:**

Paul Hewitt, Corporate Director of People

**Date:** 28 October 2020

## **Mandatory Checks**

**Ward Councillors notified:** NO as it impacts on all Wards

**EqlA carried out:** NO

EqlA data has been refreshed as above and will be continually monitored and updated during the contract period.

## **Section 4 - Contact Details and Background Papers**

**Contact:** Priya Ganatra, People Services, Strategic Commissioning Manager.

[Priya.ganatra@harrow.gov.uk](mailto:Priya.ganatra@harrow.gov.uk)

**Background Papers:** None

**Call-in waived by the Chair of Overview and Scrutiny Committee**

NO

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**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 <sup>th</sup> November 2020
<b>Subject:</b>	People Services Strategic Commissioning Extra Care Strategy Up-Date
<b>Key Decision:</b>	Yes There will be revenue expenditure in excess of £0.5m and two or more wards of the Borough will be affected
<b>Responsible Officer:</b>	Paul Hewitt, Corporate Director People Services
<b>Portfolio Holder:</b>	Councillor Simon Brown, Portfolio Holder for Adults and Public Health
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	None

## **Section 1 – Summary and Recommendations**

This report updates Cabinet on the progress to implement the Adult Social Care Extra Strategy agreed in November 2018 and outlines the procurement approach to the related services.

### **Recommendations:**

1. Note the progress to date on the implementation of the Extra Care Strategy.
2. Delegate authority to the Corporate Director of People Service and Director of Finance in consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to agree the final procurement strategy and undertake the procurement of the provision of extra care wellbeing services.
3. Delegate authority to the Corporate Director People Services and Director of Finance, following consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to award the contracts for the provision of extra care wellbeing services.

**Reason** (for recommendations): To progress the development and implementation of the strategy to increase Extra Care housing provision in Harrow.

## **Section 2 – Report**

### **Introductory paragraph**

1. Cabinet agreed the Extra Care Strategy in November 2018. The aim of extra care housing is to meet the housing, care and support needs of older people as an alternative to residential care which are not the most appropriate or cost-effective approaches to meet needs and maintain health and wellbeing. This is particularly important in the context of an ageing population, increasing demand for services and budget challenges in local government.
2. The Extra Care Strategy described the vision for extra care in Harrow, presented the estimated demand for extra care arising from demographic growth and increasing levels of needs and outlined a phase approach to increase provision to meet the additional needs. Options to explore to meet the projected demand for extra care housing in Harrow included new developments and re-commissioning existing older persons housing schemes owned by the Council and housing association partners.
3. This report outlines the progress to implement Harrow's Extra Care Strategy since Cabinet's approval of the Strategy in November 2018.



## **Options considered**

4. The following options have been considered:
  - i. Do Nothing – this will not enable the Council to meet the demands of an ageing population and improve outcomes for older citizens within the current challenging financial context. Therefore, new approaches are required to be considered.
  - ii. Develop new affordable extra care housing - Harrow currently has a very small amount of extra care housing for its older persons population. Extra care housing offers an alternative to costly residential care and is more appropriate and cost effective in meeting needs and maintaining health and wellbeing.
5. Option 2 is the preferred option and is underpinned by the Strategy.

## **Extra Care Demand**

6. The Strategy is underpinned by an assessment of future demand based on the projected population and an assessment of need.
7. In terms of the population, Harrow has an ageing population, with an estimated 15 per cent (38,600) of citizens aged 65+. The number of citizens aged 65+ is projected to increase by 25% over the next 12 years. Dementia rates are projected to increase significantly over the next twelve years by an estimated 37%, from 2500 to just less than 4000. Approximately 67% of the population aged 65+ are White. The largest ethnic minority group is Asian/Asian British (27% of the 65+ population).
8. Harrow will see an increase in the ethnic diversity of its older population. The number of citizens with dementia from Black and Minority Ethnic groups is also predicted to rise, due to the high incidence of high blood pressure, diabetes, stroke and heart disease within these communities, which are risk factors for dementia.
9. To project the estimated further demand for extra care, officers reviewed a range of data including population projections, patterns of social care placements, trends in the primary need of citizens and case studies. The demand data is based on the current care package trends and includes an up-lift for population growth. Three categories of need were considered to indicate future demand:
  - Extra Care as an Alternative to Residential Placements
  - Extra Care as an Alternative to High Cost Community Based Support
  - Extra Care for those Citizens with Higher Level Care Needs
10. A detailed analysis of need and demand was included in the Extra Care Strategy 2018. This modelled a slowly increasing level of demand up to

2025. While projected long term demand for extra care is unchanged there have been short term impacts as a result of Covid-19.
11. Because of the pandemic we have seen increased provision of long-term care services to both citizens coming out of hospital and from community referrals.
  12. While it is hoped this is temporary, the current levels of demand for extra care are likely elevated as more citizens leave hospital with increased frailty, long term health complications and other circumstances necessitating increased support. For example, Covid-19 is adding pressure on family carers, citizens are experiencing social isolation while most day services remain closed or curtailed and the social care teams are working remotely and unable in many cases to see citizens face to face, making assessment of citizens' needs more difficult.
  13. It is not possible to quantify this increased demand because the impacts are likely temporary following the first spike during April and May and ongoing effects thereafter, notwithstanding any major "second wave" of infections. There are also too many unpredictable factors such as an extreme reluctance during the height of the pandemic of relatives to allow citizens to be placed in any sort of "care home", the effect of closure of neighbourhood groups and facilities, the availability of improved treatments or vaccines, etc.
  14. These and other factors all contribute to changes in the presenting needs of citizens we see, but this temporary increase in demand for extra care is likely to persist until medical solutions for the pandemic are available.

## **Extra Care Current Provision and Pipeline**

15. The implementation of the Extra Care Strategy is a long-term plan combining both capital and revenue investment that will impact on the landscape of provision in Harrow. It is important that there is flexibility in the delivery and where opportunities arise, they can be incorporated accordingly.
16. A phased approach was adopted within the Strategy for a range of reasons: to ensure that the provision meets evolving and changing needs, achieves expected outcomes for citizens and to avoid an oversupply of units leading to a higher level of voids following completion. It also allows for new opportunities to be explored.
17. There is currently one extra care provision in Harrow; Ewart House with 47 units and Windridge Court is planned to open in the summer 2021.
18. Since November 2018, the pipeline for extra care units has been updated to reflect the current provision and opportunities. The table below summarises the current and indicative pipeline provision:

<b>Current Schemes</b>	<b>Housing Provider</b>	<b>No of Homes</b>	<b>Timescales</b>
Ewart House	Harrow Churches Housing Association	47	Operational
Windridge Court	Harrow Churches Housing Association	56	Summer 2021
<b>Pipeline Schemes</b>	<b>Housing Provider</b>	<b>No of Homes</b>	<b>Timescales</b>
Wolstenholme	Harrow Churches Housing Association	59	TBD
Harrow View East (Kodak site)	To be appointed	60	Estimated 2023-24

19. An Extra Care provision of 60 units is to be provided at Affordable Rent as part of the S106 for the Harrow View East site. This scheme is being provided within block D2 of the plans and will be built as part of Phase 6. The timescale for phasing is being considered.
20. Upon appointment of a Housing Provider by the Developer for Harrow View East, officers will meet will to progress the requirements for the scheme.

### **Commissioning Wellbeing Care and Support Services and Accommodation**

21. The following service functions are required for extra care schemes:
- the delivery of the accommodation and housing support services
  - the wellbeing care and support service
22. Extra Care schemes are delivered either by a single organisation with separate housing and care and wellbeing services or a separate housing provider and care support provider. All must be registered with the appropriate regulated bodies for the service they are providing e.g. housing (Regulator of Social Housing) and care and support services (CQC). The registered housing provider for Ewart House and Windridge Court is Harrow Churches Housing Association. The provider for the Care and Wellbeing Support Services will be procured.
23. Through the procurement and market engagement processes officers will explore options to secure the most cost effective and quality providers across these two facilities. As there is a pipeline of supply planned, officers may in the future explore a procurement framework approach for the commissioning of the care and wellbeing support services.

24. The care and wellbeing support service will need to be flexible to meet the changing needs of citizens and to meet the diverse cultural needs in Harrow.

### **Performance Issues**

25. Provision of extra care will reduce reliance on moves from the community to residential care and improve outcomes associated with quality of life among long term service users.

26. In addition, Extra Care will impact on the local and national performance indicators:

- Reductions in residential care would be reflected positively in the national performance indicators.
- The Council's results in national surveys of users and carers of citizens who use long term services indicate room for improvement in social care outcomes associated with quality of life, such as feeling in control of everyday life, social interaction, feeling safe etc. It is expected that extra care will improve this indicator because it creates an alternative to residential services.

27. In the commissioning of the Care and Wellbeing service there is a requirement for the provider to have a minimum CQC rating of 'Good'.

28. If the extra care strategy was not continued for citizens who receive long term support services and their carers, a lack of extra care capacity will mean increased reliance on high levels of home care in the community and unavoidable admissions to residential care, which may impact on individuals' outcomes.

### **Environmental Implications**

29. Under Policy 5.2 of the current London Plan, all development is expected to achieve at least a 35% reduction in carbon emission through on-site measures. Any remaining residential carbon emissions are to be offset by way of monetary contribution to ensure that the residential element of the development is zero carbon.

30. The three consented extra care schemes (Windridge Court, Wolstenholme and Harrow View East) achieve at least a 35% reduction through on-site measures. The energy strategies for these schemes implement the three-step energy hierarchy outlined in the London Plan, namely to:

- a. 'Be Lean' by reducing energy demand – achieved by way of enhanced building fabric performance for walls, floors, roofs, windows and air permeability;
- b. 'Be Clean' by supplying energy efficiently – achieved by connection to a heat network currently under construction and/or by use of a

Combined Heat and Power (CHP) engine, which produces both heat and electricity locally;

- c. 'Be Green' by using zero carbon technologies (i.e. renewable energy) – achieved by measures such as solar PV panels.

31. Further active measures are proposed including lower energy light fittings, enhanced lighting controls, high efficiency boilers and control systems and a number of broader sustainability measures, including water efficiency.

32. All three schemes also provide a payment to offset any carbon reduction that is not achieved on-site.

### **Data Protection Implications**

33. None

### **Risk Management Implications**

34. Risk included on Directorate risk register? No

35. Separate risk register in place? Yes

36. The key risks to this phase of the Extra Care Strategy in procuring the care and wellbeing support service and establishing the new provision are:

- A lack of interest by providers to provide care and wellbeing services for the two facilities
- Unaffordable specification for care and wellbeing support services.
- Prolonged period of voids impacting on financial modelling

37. The mitigation actions undertaken are as follows:

- Officers have engaged with providers to promote and stimulate the market through a Prior Information Notice (PIN)
- The specification is being developed and procurement options are being considered and explored to secure best value for money.
- Through the ASC Panel officers are identifying potential citizens and developing transition processes and planning for the citizens to take up placements within the new extra care provision (Windridge Court)
- Staff training is being planned to ensure that there is knowledge and understanding about the provision
- A communications strategy being implemented to promote the availability of extra care housing as an option available to citizens.

## Procurement Implications

38. There are two components to the delivery of the extra care schemes: the building and the care and wellbeing support service. These can be provided by separate providers or a single organisation with separate housing and care support services.
39. The registered housing provider for the current scheme Ewart House and the new provision Windridge Court is Harrow Churches Housing Association (HCHA). The registered provider, HCHA issue the tenancy for the resident and provides a range of support and services to tenants to maintain their tenancy.
40. Harrow Council currently commissions a care and wellbeing support provider for the existing extra care provision, Ewart House. The contract ends in May 2021.
41. At this time it is anticipated that officers will undertake a procurement exercise to appoint a single provider for the care and wellbeing support service at both Windridge Court and Ewart House including London Living Wage (LLW), any changes will be referred back to the delegations for agreement. The procurement strategy will be agreed and either the Council will run a competitive process or agree another suitable procurement route to market.
42. An outline timeline for procurement is as follows:

<b>Procurement Activity</b>	<b>Timeline</b>
Commence Procurement	Mid-November/December 2020
OPEN Procedure (to be confirmed) Published on the London Tenders Portal (all tender documentation to be available)	Mid-November/December 2020
Submission Deadline	December 2020/January 2021
Tender Evaluation	January 2021 (2 weeks)
Moderation	2 days
Internal Governance – Approval to award	January 2021
Award	January 2021
Mobilisation and Transitional Arrangements	February – May 2021 (Ewart House) February - June 2021 (Windridge Court)

43. The top-level evaluation criteria will need to ensure that the services provide value for money and secure outcomes for citizens.

## Legal Implications

44. Under the Care Act 2014, local authorities are under a duty to carry out their care and support responsibilities with the aim of joining-up the services provided or other actions taken with those provided by the NHS and other health-related services (for example, housing or leisure services). This general requirement applies to all the local authority's care and support functions for adults with needs for care and support and for carers. The duty applies where the local authority considers that the integration of services will:

- promote the wellbeing of adults with care and support needs or of carers in its area
- contribute to the prevention or delay of the development of needs of citizens
- improve the quality of care and support in the local authority's area, including the outcomes that are achieved for local citizens

### 45. Public Sector Equality Duty

46. The public sector equality duty is set out in s149 of the Equality Act 2010. A public authority must, in the exercise of its functions, have due regard to the need to:

- a. Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- b. Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- c. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

47. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- a. Remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- b. Take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it; and
- c. Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low

48. Any procurement exercise to be undertaken will be subject to and conducted in accordance with the Public Contracts Regulations 2015 (PCR) and the Council's Contract Procedure Rules. The procurement

exercise will also be subject to the EU Treaty principles of equal treatment, fairness and non-discrimination.

49. The Council's Legal Services, HB Public Law will be instructed to advise on the tendering process and completion of the contracts for the services to be procured and awarded under this report.

## **Financial Implications**

50. The current costs of residential care reflect both accommodation and care costs. The extra care model effectively separates costs, with the accommodation costs being funded by the resident (generally through rental and service charge payments to the accommodation provider) and the costs of care being provided by the Council, for eligible service users, through the procurement of the care and wellbeing service provider.
51. At 29<sup>th</sup> September 2020 (excluding Learning Disabled and Sancroft placements) there were 196 residential placements (181 of which were over 65 years of age). The full year cost of these placements totals approximately £8m and client contributions reduce the cost to the Council to £6.5m.
52. The aim of the implementation of the extra care strategy is to reduce, over time, the number of residential placements, an approach which seeks to balance the need for appropriate care provision, within available financial resources.
53. Windridge Court will have 56 beds. The annual requirement for the care hours in the extra care setting is estimated to be in the region of between 45,000 to 60,000<sup>1</sup> care hours. However, the contract is not expected to guarantee hours of care, so that the Council will only pay for assessed care hours as required, rather than 24hr costed care for residential placements.
54. Home care is currently commissioned in 30 minute blocks in the community, however it is expected that care can be provided more flexibly in the extra care setting given the availability of on-site staff ie; actual time to administer medicines rather than the minimum charge out cost. This should enable the provider to deliver the care planned hours more efficiently and to provide a cost effective solution.
55. The procurement process will determine the rate for this type of care and the impact on the adults budget assessed before the contract is awarded.
56. This strategy will not deliver immediate benefits or savings and it is likely that in the early years of the scheme, costs will be increased. These

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<sup>1</sup>Reviews of the care being provided in Ewart House currently indicates approximately 45,000 hours of care annually, however there are a number of citizens (transferred following the closure of Watkins House) who currently receive no care at all and self funders who pay for their own care. A range is proposed to capture the increased costs of complexity, with 60,000 hours representing an average of 20 hours per week.



increased costs reflect the impact of transition costs in relation to potential void units, and the increased hourly rate of care. In addition, it is expected that the contract be linked to the London Living Wage to ensure sustainability and ability to attract suitably qualified staff to deliver the care needs.

## **Equalities implications / Public Sector Equality Duty**

57. An initial review of equalities impact has been undertaken and the overall conclusion of these assessments is that the implications are either positive or neutral. In particular an increase in suitable accommodation for an increasing population of over 65-year olds is positive for this age group. The commissioning of the wellbeing and care services will ensure that the provider is able to meet the needs of Harrow's ethnically diverse groups. Officers will complete an EQIA as part of the procurement process.

## **Council Priorities**

58. The implementation of the Council's Extra Care Strategy contributes to the following Council Priorities:

- **Building homes and infrastructure** that will support vulnerable citizens to live as independently as possible locally in Harrow.
- **Addressing health and social care inequality** by providing high quality care for an increasing proportion of Harrow's aging population.
- **Thriving economy** to create opportunities for local employment and business development.

## **Section 3 - Statutory Officer Clearance**

**Statutory Officer:** Donna Edwards  
Signed on behalf of the Chief Financial Officer

**Date:** 30<sup>th</sup> October 2020

**Statutory Officer:** Sharon Clarke  
Signed on behalf of the Monitoring Officer

**Date:** 29<sup>th</sup> October 2020

**Statutory Officer:** Lisa Taylor  
Signed on behalf of the Head of Procurement

**Date:** 29<sup>th</sup> October 2020

**Statutory Officer:** Paul Hewitt  
Signed by the Corporate Director

**Date:** 27<sup>th</sup> October 2020

## **Mandatory Checks**

**Ward Councillors notified: NO as it impacts on all Wards**

**EqIA carried out: No**

An initial review of equalities impact has been undertaken and the overall conclusion of these assessments is that the implications are either positive or neutral. The EQIA will be incorporated into the co-production process to review and redesign services in preparation for procurement and subsequent service delivery.

## **Section 4 - Contact Details and Background Papers**

**Contact:** Kim Chilvers, Strategic Commissioning Manager Older People and Carers, kim.chilvers@harrow.gov.uk

**Background Papers:**

[Extra Care Housing Strategy](#)

[Cabinet Report November 2018](#)

**Call-in waived by the Chair of Overview and Scrutiny Committee**

**NO**

**Report for: Cabinet**

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<b>Date of Meeting:</b>	11 <sup>th</sup> November 2020
<b>Subject:</b>	People Services Strategic Commissioning – Adult Mental Health Commissioning Review Recommendations and Next Steps
<b>Key Decision:</b>	Yes - effects communities living or working in an area of two or more wards of the Borough
<b>Responsible Officer:</b>	Paul Hewitt, Corporate Director People Services
<b>Portfolio Holder:</b>	Councillor Simon Brown, Portfolio Holder for Adults and Public Health
<b>Exempt:</b>	No
<b>Decision subject to Call-in:</b>	Yes
<b>Wards affected:</b>	All
<b>Enclosures:</b>	Annexe A: Mental Health Commissioning Review Executive Summary Annexe B: Summary of Focus Group Feedback Annexe C: Review Draft Action Plan

## Section 1 – Summary and Recommendations

This report provides Cabinet with the outcome of the Mental Health Commissioning Review 2020, the key recommendations and next steps. This includes proposals for the co-design of community services, the re-commissioning of accommodation-based support services and continuing the section 75 agreement with Central North West London (CNWL) NHS Foundation Trust for mental health services.

### Recommendations:

Cabinet is requested to:

1. Note the findings of the Mental Health Commissioning Review and agree the recommendations and the next steps for implementation.
2. Delegate authority to the Corporate Director of People Services and Director of Finance, following consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to procure and award contracts for mental health accommodation services and agree contract extensions where appropriate.
3. Delegate authority to the Corporate Director of People Services, and Director of Finance, following consultation with the Portfolio Holder for Adults and Public Health and the Portfolio Holder for Finance and Resources, to enter a section 75 agreement with Central North West London (CNWL) NHS Foundation Trust for the provision of mental health social care services in accordance with the Care Act 2014, subject to the annual review of delegated functions and integrated services.

**Reason:** To fulfil the local authority's statutory responsibility for adult social care mental health services.

## Section 2 – Report

### Introductory paragraph

1. This report provides information for Cabinet on the Council's strategic approach to commissioning and providing statutory mental health services in Harrow. Local authorities have statutory duties under s117 of the Mental Health Act 1983 and the Care Act 2014.
2. The local mental health landscape is shaped by National and Regional drivers with a focus on transformation underpinned by principles of a person-centred approach and system integration across health, social care and the voluntary and community sectors. Mental health services are commissioned by both Harrow Local Authority (LA) and Harrow Clinical

Commissioning Group (CCG) and provided by statutory services and voluntary and community organisations.

3. Prior to the Covid pandemic the key challenges for mental health services, including social care, health and the voluntary sector, could be outlined as follows:
  - To respond to the continuing rise in demand for health and social care services within available resources.
  - To enhance health, wellbeing and resilience with a preventative approach that embodies the 'wellbeing principle'.
  - Delivering the right level and type of support at the right time and in the right place to enable people to maintain their wellbeing and independence.
  - To pave the way for greater health and social care integration in the delivery of assessments, treatment and support for recovery.
  - To transform and improve the support offer within available resources.
4. The Covid-19 pandemic has created an unprecedented challenge across the health, social care and voluntary sectors to continue to provide services during the emergency response but also in its recovery. Whilst challenging there is an opportunity to work to build on strengths in the system and ensure that across the system there is greater integration and a person-centred approach improving outcomes for the service users. The Harrow Out of Hospital Plan (OOHP), agreed by North West London CCG, provides a framework and within the requirements of the NHS Long Term plan for mental health. It is in this context that the recommendations from the Harrow mental health review are being implemented.
5. In January – March 2020 an independent strategic review was undertaken of those services commissioned (directly and on behalf of) or provided by Adult Social Care (ASC), which support people in their recovery following an acute episode in hospital, and are available to support and sustain people's well-being and independence in the community. The remit was to conduct an analysis of the current services based on their overall cohesion as part of a recovery pathway.
6. The focus of this report is the key findings, recommendations, and the approach to implementation, which includes the co-production with local residents to inform the commissioning of community services, the accommodation pathway and a review of the s75 agreement with CNWL.
7. There is a real opportunity to translate these locally to create a shared vision and meet the needs of residents in Harrow. The local authority is working in partnership with service users, health and the voluntary and community sector to shape services in an integrated way.
8. The recommendations in this report will contribute to the Council's priorities: tackling poverty and inequality; addressing health and social care inequality and a thriving economy for mental health services.

## Options considered

9. The following options have been considered:

Option 1: Do nothing – do not progress the implementation of the recommendations in the Mental Health Commissioning Review and allow the contracts for supported accommodation and community-based services to end during 2021. This will not address the recommendations in the Mental Health Review to improve the mental health pathway. It will create a gap in services at a time of significant uncertainty and increased presentation of poor mental health arising from the Covid -19 pandemic. Through the s75 agreement with CNWL the Local Authority's fulfils the statutory duty to provide mental health social care.

Option 2: Secure delegations from Cabinet to co-produce services with partners including service users, procure and award contracts for mental health services and continue the s75 agreement with CNWL will enable the Council to address the recommendations in the Mental Health Commissioning Review and fulfil its statutory duties.

10. Option 2 is the preferred option because it implements the recommendations from the Mental Health Commissioning Review and will enable the Council and partners to develop the vision and offer to support people with mental health issues.

### **Harrow's Mental Health Review**

11. The Mental Health Review was commissioned to provide an independent analysis of local community-based support provision for adults with mental ill-health. This analysis was based on their overall cohesion as part of a recovery pathway, rather than a detailed analysis of each of the service performance.
12. The scope of the review covered those services commissioned (directly or delegated) and in-house directly provided social care services for working age adults aged 18-65 with mental ill-health. These are services commissioned or provided in accordance with the s117 Mental Health Act 1983 duty to provide aftercare following discharge from hospital to meet a need that relates to a mental health problem, reduce the risk of deterioration and to prevent further admissions to hospital.
13. Both academic and clinical thinking conclude that the key determinants of health and wellbeing, require a holistic consideration of all aspects of a person's life, a co-ordinated support offer to enable someone's recovery and to maintain their well-being. The focus for the review was to determine:
- The efficiency and effectiveness of the current recovery pathway experienced by people with mental health support needs; and

- The extent to which both the Council directly provided and commissioned services maximised people’s independence and social inclusion.
14. It was also intended that the review would help shape a shared mental health strategic vision for Harrow, which promotes social inclusion and support for recovery through an integrated and improved holistic service offer. An Executive Summary of the Review is provided at Annexe A.
15. During Covid there has been an increase in presentation of people with poor mental health both seeking support from health services but also contacting the Community Hub for support from the voluntary and community sector. It is expected that the impact of Covid on mental health and wellbeing will increase and evolve over time and this needs to be incorporated into the implementation of the recommendations.

## **Methodology**

16. A series of focus group discussions were held during March 2020 with service user representatives from each of the main council delivered and commissioned services, with the aim to co-produce the future service model requirements. The focus group considered the themes of:
- a. *Where I Live*
  - b. *Being part of my local community*
  - c. *Advice & Information*
17. The fourth planned focus group which was due to consider the support available on the theme of *Access to Learning & Employment* needed to be postponed, because it coincided with the start of the coronavirus epidemic lockdown. The intention would be to conduct a workshop at a later stage to co-produce the future redesign of support in this service area, as part of the co-production of a new community support recovery model.
18. Initial discussions were held with family Carers through Harrow Rethink support group, CNWL Carer assessment workers and Harrow Carers centre. Following the onset of the Covid-19 pandemic, a survey was distributed by email to Carers across the borough in early April 2020 through the identified support groups or organisations. This was supplemented by a small number of telephone interviews for those family carers who wished to contribute but were without internet access.
19. A summary of the feedback from focus groups is provided at Annexe B.

## **Key Findings and Recommendations**

20. The overarching findings of the Review concluded that services have evolved independently of each other within the recovery pathways in Harrow. This has created ‘blockages’ and delays in accessing services for those requiring support in a timely manner. This means that rather than a service delivery focussed to promote recovery, the system appears to have unintentionally created long term dependency due to lack of the right

support being available at the right time, or having the required staff capacity to ensure the continued impetus to move on to the next stage of independence.

21. The majority of the current provision and investment is therefore focussed at maintaining people with high levels of dependency, as opposed to building self-resilience at a community level and then providing a varied support network that people can return to when they need additional support.

22. The Review's five recommendations are:

**Recommendation 1.** The need for a whole system approach to the commissioning of mental health support

**Recommendation 2.** To increase access to personalised support in their local community, by moving from a building centred focus to a person-centred focus to increase people's access to personalised support in their local community

**Recommendation 3.** To increase access for people to move to their own home-by a redesign of the supported accommodation portfolio and pathway to facilitate people achieving more independence

**Recommendation 4.** Recognition of the full potential of the voluntary sector as a key strategic partner in the recovery and prevention pathway

**Recommendation 5.** The current support offer to Carers needs to align with the Care Act expectations

23. Further details to implement the recommendations and the associated commissioning are outlined in the next section. A high-level draft action plan is provided at Annexe C, which will be further developed as part of the co-production of revised pathways with stakeholders.

### **Implementation and Next Steps**

24. The approach to implementing the recommendations will follow these steps:

- Establish a co-production group with membership from all stakeholders
- Redesign of community support service network as part of a whole system approach to recovery and resilience
- Develop the recovery pathway from hospital that provides a holistic response that enables people to safely transition from inpatients to their own home



### Interdependencies

25. The recommendations reach across mental health services provided (in-house services) and commissioned by the LA, CNWL, Voluntary and Community Service (VCS) and from a person-centred approach. These various strategic strands need to be considered together in relation to the future design of mental health support in Harrow and the interdependencies planned for from this point. The strategic interdependencies are summarised as follows.

- Harrow Integrated Care Partnership
- Harrow Out of Hospital Strategy/Recovery Pathway
- CNWL/PCN Community Hub model
- Adult Social Care (ASC) Community Based Services model

### Co-Production

26. The engagement with citizens and providers will be essential to ensure that services are co-produced. The engagement during the Review has established a foundation from which to develop an approach that is underpinned by co-production with the widest range of service users and providers. This engagement needs to extend to hard to reach groups, link in with Harrow CCG patient engagement groups and explore input from people with lived experience of services to ensure that there is a broad range of expertise captured.

### Voluntary and Community Services

27. The VCS response to Covid, the role in the health and social care integration Out of Hospital Plan and engagement in the Review has established a strong platform for engagement with the VCS and this work will need to link where possible with the smaller and largely unfunded community providers.

### Housing Strategy

28. The redesign of the accommodation pathway will need to be undertaken in the strategic context of Harrow's Strategy which includes the objectives to increase the supply of affordable homes to rent and buy; meet the needs of older and vulnerable residents, improve quality and standards, especially in the private rented sector.

### Covid Impact

29. During Covid there has been an increase in presentation of people with poor mental health both seeking support from health services but also contacting the Council's Community Hub for support from the voluntary and community sector. It is expected that the impact of Covid on mental health and wellbeing will increase and evolve over time.

### **Recommendation 1: The need for a whole system approach to the commissioning of mental health support**

30. The Harrow Integrated Care Partnership (HICP) structures including the Harrow Health and Care Executive, Joint Management Board and the agreed Out of Hospital Recovery Plan which includes a Mental Health

Workstream provides the infrastructure to ensure that all system partners are aligned in their planning and delivery of services. Senior officers are engaged through all levels of the HICP.

31. Harrow commissions CNWL through the partnership agreement to provide a single integrated mental health and social care service. Through this arrangement the Council has delegated its statutory duty and responsibilities to CNWL for the provision of mental health assessment and treatment support services.
32. There is provision in the agreement for an annual review to ensure that it takes account of the emerging best practice, guidance and other factors as appropriate. Given the extensive change to the integrated health, mental health and social care landscape including the implementation of the CNWL community hubs and the outcomes of the Council's mental health review, it is timely to undertake a partnership review.
33. A scope for the partnership review has been drafted and will be discussed and agreed with CNWL. It is expected that the outcome of the review will inform revisions to the s75 agreement which will commence from April 2021.
34. The current agreement to enter the s75 with CNWL was agreed in 2016 and the contract has been renewed annually. Given the current context in relation to integration and Covid recovery Cabinet are requested to re-confirm the delegation to the Corporate Director, People Services to enter the s75 on an annual basis.

## **Recommendation 2: Developing a Community Based Model**

35. Community based services comprise a range of support services provided by voluntary sector organisations, Wiseworks a council in-house service and Rethink a council commissioned service delivered from the Bridge building. The Review identified that the council commissioned and provided community based offer was considered by the people accessing the service as a valued resource, with keyworkers providing a safety net for clients by offering direct access to support, rather than there being a waiting time to speak to someone. Each service has been described by attendees as its own community, where people feel safe and listened to. Cost, stigma and lack of information have been stated as the main inhibitors for people accessing more universal community services in Harrow.
36. The Council also commissions a range of advice, information and advocacy services that are intended to provide additional support to residents to navigate the options available.
37. The current focus on activities provided from a single building location has resulted in all staff resources being committed to maintaining the activity programme with limited staffing capacity, in being able to offer a fully person-centred approach to recovery in the local community. The static staffing allocation has contributed to the dependency of individuals to actual buildings on a long-term basis, as for many people it is the only

available access to continued advice and support which they can use to help maintain their well-being.

38. During Covid it has not been possible to open the building-based services, maintain social distancing and adhere to Covid safe requirements. It remains uncertain when this might again be possible. However, the staff teams have modified the service offer to ensure that they can maintain contact with service users through phone contact, by using technology to deliver an on-line platform for discussions and learning, accompanied by a growing offer of engagement activities in the local community and spaces developed with Wiseworks and Rethink staff working together.
39. Implementing the Review recommendations in the context of Covid it is proposed that a new holistic and sustainable whole system support offer is co-produced with Harrow residents aiming to:
- Maintain people's health and wellbeing during the Covid pandemic from new ways of working
  - Grow the service offer to begin to provide advice and support options for residents suffering mental ill health as a result of unemployment, financial stress or bereavement
  - Maintains a service offer to clients with high support needs in both a virtual and Covid safe way
  - Develops the provider position as part of a recovery/ resilience service model
40. The offer over the next 6 months will continue to build on the interim service offer established at the start of the first lockdown.

**Recommendation 3: To increase access for people to move to their own home-by a redesign of the supported accommodation portfolio and pathway to facilitate people achieving more independence**

41. There is currently a range of supported accommodation commissioned by the council as block contracts as a phased step down from hospital which aims to provide practical support and advice linked to short to medium term accommodation. This provision is supplemented by spot purchased placements by CNWL through the s75 agreement. The council also commissions floating support services which provide support for residents in independent tenures to enable them to manage and retain their tenancy.
42. The review identified that the step-down pathway required a redesign of both service model and property portfolio, to support the recommissioning of services that will enable people to progress, in stages where necessary, from 24-hour residential care to independent living.
43. In response to recommendation 3, officers will adopt a co-production approach to review and re-design the accommodation pathway with service users and providers to ensure that the pathway has sufficient accommodation and a recovery pathway. The procurement options will be explored including a framework for mental health accommodation to provide sustainable local supply chain. Harrow commissions two housing

support services, one of which is related to specific accommodation, which will expire on 31 March 2021. It is proposed that these services are included and re-procured accordingly.

**Recommendation 4: Lack of recognition of the full potential of the voluntary sector as a key strategic partner in the recovery and prevention pathway**

44. The Review identified that there were, numerous faith and small volunteer led organisations providing support to individuals and families, which are largely unrecognised for their contribution as part of someone's recovery pathway within their own community.
45. There are several elements to build on in terms of developing the relationship and profile of the VCS. During the Review engagement with a range of VCS providers facilitated opportunities to work closely with people with lived experience of mental health service in Harrow. The VCS is represented in the work of the ICP and the development of social prescribing. By adopting a whole system approach this will ensure that there is greater acknowledgement of the contribution to community resilience.

**Recommendation 5: The current support offer to Carers needs to align with the Care Act expectations**

46. Family Carers provide an important element in the support of people in recovery from mental illness. Support for carers is provided by the Council, CNWL and the VCS but is fragmented and limited. Exploring how to improve this offer will be integral to implementing the Review recommendations. Officers will engage with carers to build on the baseline information gathered during the review process. The OOHP includes a workstream that focusses on Carers which will link with the implementation.

**Ward Councillors' comments**

47. None – effects all Wards.

**Performance Issues**

48. Performance is measured broadly in two ways, though 'activity' indicators drawn from electronic social care records and from survey measures taken from the two national 'user' and 'carer' surveys.
49. Survey feedback from social care clients provided with long term support from CNWL under Section 75 has improved significantly in the last few years. Significantly more people have reported feeling in control of their daily lives (53% to 74% since 2017) and having enough social contact (21% to 40% since 2017).
50. Many factors impact people's responses to surveys and it is not possible to forecast precisely what impact the proposed changes may have on this group of users. But to the extent that these changes will allow more flexibility and choice for users over their support, enable them to be

helped and treated with respect and dignity and offer opportunities for meaningful social contact, the results could be expected to continue to improve.

51. There has been no recent carers survey due to postponement because of Covid-19. The results for carers in 2018 showed Harrow's carers supported by the Council had the lowest quality of life among our nearest neighbours. The proposals here to provide more comprehensive joined up support to carers should help to improve the results.
52. Activity measures such as the speed with which assessments are completed, whether MH users can engage in paid employment and live independently, are likely to be impacted positively by the proposals in this report.
53. The support to carers in particular would be of most concern if these proposals were not progressed.

### **Environmental Implications**

54. There are no environmental implications arising from this report.

### **Data Protection Implications**

55. There are no data protection implications arising from this report

### **Risk Management Implications**

56. Risk included on Directorate risk register? No
57. Separate risk register in place? No
58. The key risks for the recommendations and mitigations are outlined as follows:

<b>Risk</b>	<b>Mitigation</b>
Finance - lack of funding	The service co-production and redesign will need to be contained within the current funding levels. If there are external funding opportunities, then these will be explored across the partnership funding envelopes.
Lack of engagement with service users and services not co-produced	Continuation of engagement approach started through the review with the broadening of the reach to include wider representation of voices. Communication strategy to be developed to ensure consistent and accurate messages and information are provided.
Lack of provider interest	Engagement with providers will be carried out through soft market testing
Uncertainty for service users and staff	Engagement and Co-production of new service offer and clear communication strategy during period of transformation.
Failure to deliver services at contract end	Working group established with officers and provider representatives.

## Procurement Implications

59. The contracts relating to the mental health services commissioned by the Council are presented in the table below:

Service	Provider	Total Contract value	Contract end date	Procurement options
Housing Related Support and Preventative Services Floating Support: Social Care Floating Support	Rethink	£585,000	30/04/21	The contract allows for a 2-year extension in periods of 1 year to 2023.
Enhanced Mental Health Housing Related Support Service	Look Ahead	£326,454	31/05/2021	No contract extension options
Short stay residential care for people with a mental illness (Rethink Recovery House)	Rethink	£612,500	31/08/21	No contract extension option
Community Mental Health Service (Formerly The Bridge)	Rethink	£712,000	31/05/21	Contract allows for extensions in periods of 1 year to 2024

60. The activities to co-produce the accommodation pathway will inform the development of proposals to exercise extension options to the above contracts where applicable.

61. As part of the accommodation review, the process will include exploring procurement options, undertaking a competitive procurement process or accessing via a compliant framework. These could include a mental health accommodation framework, changes to block contracts to ensure that there is an appropriate supply of accommodation using the Council's resources most effectively and avoiding unintended consequences on Housing Benefit.

62. The initial term of the Rethink contract for services from the Bridge will cease at the end of May 2021. There is the option to extend within the current contract conditions and it is proposed that this is explored to ensure continuity of provision during the Covid pandemic. This is the preferred option.

## Legal Implications

63. Under the Care Act 2014, local authorities are under a duty to carry out their care and support responsibilities with the aim of joining-up the services provided or other actions taken with those provided by the NHS and other health-related services (for example, housing or leisure services). This general requirement applies to all the local authority's care and support functions for adults with needs for care and support and for carers the duty applies where the local authority considers that the integration of services will:

- promote the wellbeing of adults with care and support needs or of carers in its area
- contribute to the prevention or delay of the development of needs of people
- improve the quality of care and support in the local authority's area, including the outcomes that are achieved for local people

64. Section 117 of the Mental Health Act 1983 places a joint duty on local NHS and social services commissioners to provide aftercare services for people that have previously been sectioned under the treatment sections of the Mental Health Act, i.e. Sections 3, 37, 45A, 47 and 48. The duty to provide aftercare services begins at the point that someone leaves hospital and lasts for as long as the person requires the services.

65. The Care Act 2014 defines after-care services as:

*After-care services must have both the purposes of meeting a need arising from or related to a person's mental health disorder and reducing the risk of a deterioration of the person's mental health condition and so reducing the risk of a person requiring re-admission for treatment for mental disorder.*

66. Harrow delegates its s117 function to Central North West London NHS Trust under a s75 agreement.

## **Financial Implications**

67. The financial envelope for mental health services contained within the 2020-21 Adult Social care budget totals just under £7.3m. The award of any contracts for Mental Health accommodation and services will need to be contained within the existing financial envelope.

68. This majority of this funding (£5.149m) represents the social care function for the 18 - 65's delegated to CNWL under a s75 arrangement, with the overspend risk for CNWL capped at £200k in the current financial year. The budget was increased from £3.660m in 2014-15 to the current level.

69. The remaining budget (£2.1m) represents internally provided mental health services (7, 14-15 Kenton Road, 64 Woodlands, Wiseworks) and services commissioned with external providers (Look Ahead and Rethink).

70. The 2020-21 Adult Social Care growth approved by Cabinet in February 2020, included additional funding of £150k in relation to the changes required at the Bridge to reflect the move from the original self-financed model.

## **Equalities implications / Public Sector Equality Duty**

71. The EQIA will be incorporated into the co-production process to review and redesign services in preparation for procurement and subsequent service delivery.

### **Council Priorities**

72. The recommendations ensure that Harrow Council fulfils its statutory duties to provide care for those people who are eligible in accordance with the Care Act and supports the Council's priorities:

73. Providing services that are preventative and support people recovering from poor mental health will contribute to: Tackling poverty and inequality by enabling access to employment, and providing person centred services, planned and delivered as an integrated systems with health and social care and the voluntary and community sector will support addressing health and social care inequality.

### **Section 3 - Statutory Officer Clearance**

**Statutory Officer: Donna Edwards**

Signed on behalf of the Chief Financial Officer

**Date: 30 October 2020**

**Statutory Officer: Sharon Clarke**

Signed on behalf of the Monitoring Officer

**Date: 6 October 2020**

**Statutory Officer: Lisa Taylor**

Signed on behalf of the Head of Procurement

**Date: 2 November 2020**

**Statutory Officer: Paul Hewitt**

Signed by the Corporate Director

**Date: 2 November 2020**

### **Mandatory Checks**

**Ward Councillors notified?** No as it impacts on all Wards

**EqIA carried out?** No



The EQIA will be incorporated into the co-production process to review and redesign services in preparation for procurement.

EqIA cleared by: NA

#### **Section 4 - Contact Details and Background Papers**

**Contact:** Johanna Morgan, Divisional Director People Services Strategy,  
[johanna.morgan@harrow.gov.uk](mailto:johanna.morgan@harrow.gov.uk)

**Background Papers:** None

**Call-in waived by the Chair of Overview and Scrutiny  
Committee**

No

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*The wider determinants of health are the social, economic and environmental conditions in which people live that have an impact on mental health and well-being. They include income, education, access to green space and healthy food, the work people do and the homes they live in.*

*Adult social care seeks to recognise community assets, strengthen local networks and integrated pathways, and create better access to community resources.*

## **The key challenges for mental health services in 2020 are:**

- To respond to the continuing rise in demand for health and social care services at a time when government funding is decreasing.
- To enhance health, wellbeing and resilience with a preventative approach that embodies the 'wellbeing principle'.
- Delivering the right level and type of support at the right time and in the right place to enable people to maintain their wellbeing and independence.
- To pave the way for greater health and social care integration in the delivery of assessments, treatment and support for recovery.
- To transform and improve the support offer within available resources.

# 1. Executive Summary

## Background to Review

This review has been commissioned to provide an independent analysis of local community-based support provision for adults with mental ill-health. The remit was to conduct an assessment of the current services based on their overall cohesion as part of a recovery pathway, rather than a detailed analysis of each of the services performance.

Both academic and clinical thinking have concluded that the key determinants of health and wellbeing require a holistic consideration of all aspects of a person's life, and therefore a co-ordinated support offer is required to fully enable someone's recovery and to maintain their well-being.

Recovery support services in Harrow and the commissioning of such in recent years have evolved in silos, due to the absence of a single strategic and co-ordinated approach to commissioning planning at a whole system level.

It should be noted that the review commenced prior to the Covid19 pandemic, and has been completed during this period which has meant some limitations on access to staff and data.

## Scope of Review

The review has considered both LBH commissioned (directly or delegated), and the in-house directly provided community support services for working age adults aged 18-65 with mental ill-health.

Outside of scope of this review were the following aspects:

- CNWL assessment and treatment direct delivery services
- In-patient and NHS rehab services
- Services for older adults 65+
- CAMHS
- Advocacy
- IAPT Counselling

The focus for the review was to determine

- The efficiency and effectiveness of the current recovery pathway experienced by people with mental health support needs; and
- The extent to which both the Council directly provided and commissioned services maximised people's independence and social inclusion

## **Needs Analysis**

Public health has been commissioned to undertake a Joint Strategic Needs Assessment for mental health, where initial findings are referenced accordingly in this report, and further work will need to be developed to inform future commissioning planning.

Therefore, the initial data which has been used in order to inform the projected demand for local provision, has largely been based on service activity and national statistics on indicative areas of service need.

## **Recovery & Resilience Service model-Tiered approach**

A tiered approach to service delivery enables people to be safe at whatever stage of their recovery, and importantly prevent people from reaching crisis point which could otherwise require another period of hospitalisation. The expectation is that the majority of a population should have access to support at Tier 1 to support self-resilience through the provision of low-level advice and support, or access to IAPT counselling through community organisations.

## **Feedback from Service Users and Family Carers**

This review of the recovery pathway considered the key life components of Where I live; Being Part of my Community; Support to care; Information and advice; Physical health and Lifestyle; and Access to Learning and Employment through conversations with experts by experience and support providers.

The key findings from these initial discussions and feedback from the focus group participants are summarised in section 2.4 of the main report, and have been used to inform the recommendations in this report.

Discussions were also held with Harrow Rethink support group, CNWL Carer assessment workers and Harrow carers centre. Following the onset of the covid-19 pandemic, a questionnaire was distributed where possible by email to Family Carers across the borough in early April 2020, and facilitated through the identified support groups or organisations. Whilst the overall response was low given the circumstances at the time, there were some important themes reported from those that were able to respond, namely:

- Lack of future planning for loved ones, for when the family are unable to continue to provide support
- The main source of advice and support is other carers through lived experience
- The notional allocation of a set amount following a Carers assessment does not reflect the changing level of support needed

### **3. The Case for Change**

The way in which services have evolved within the recovery pathways in Harrow, has created 'blockages' and delays in accessing services for those requiring support in a timely manner. This means that rather than a service delivery focussed to promote recovery, the system appears to have unintentionally created long term dependency due to lack of the right support being available at the right time, or having the required officer capacity to ensure the continued impetus to move on to the next stage of independence.

The majority of the current provision and investment is therefore focussed at maintaining people with high levels of dependency, as opposed to building self-resilience at a community level and then providing a varied support network that people can return to when they need additional support.

### **Recommendations**

The recommendations in this report are grouped around the following 5 key findings:

- There is a need for a whole system approach to the commissioning of mental health support
- There should be a redesign of the supported accommodation portfolio to better support people moving to more independence
- The focus on delivering building based activities has limited people's ability to access personalised support
- There is an underdeveloped recognition of the value of the voluntary sector
- The current support offer to Carers would benefit from closer review to ensure that it is fully aligned with the principles contained within the Care Act 2014

The intention is to co-produce a shared mental health strategic vision for Harrow, which promotes social inclusion and support for recovery, through an integrated and improved holistic service offer.





## **The impact of Covid19**

The coronavirus pandemic and the subsequent lockdown initiated by the UK government impacted amongst other things, on the completion of some of the areas that the review had sought to explore. Whilst changing to new ways of connecting through teleconference and phone calls enabled some aspects to proceed, some areas will require further exploration with stakeholders prior to the implementation of proposals.

Increasingly over the past few months, it is now also becoming recognised nationally that the effect of social distancing, lockdown, the loss of loved ones to the disease, the increased pressure and daily risk to keyworkers, growing unemployment, and the continued daily media reporting on the topic, are inevitably having an effect on the mental health of the general population.

The pandemic is therefore occurring within an already increased prevalence of mental health issues in recent years, with researchers indicating the likelihood of additional adverse effects on brain function in patients infected with Covid19.

In Harrow, adult support services are currently being provided in alternative ways that maintains social distancing and to safeguard both staff and people accessing the services. For some people this has meant growing new support networks outside of social services such as through social media to avoid isolation and to access help, but others will certainly have struggled with the sudden and complete change in routine. On a positive note, lockdown has also led to an increased mobilisation of community action and growth in self-resilience.

Therefore, the review recommendations contained in this report now need to be considered within this new context. The building focussed support will need to be considered within the continued requirement on social distancing for the foreseeable future. This means that the previous service model for community support has to change, to ensure that people can still access some form of support to maintain their wellbeing.

The impact of the pandemic on the general public's mental health and wellbeing will also inevitably see a rise in referrals for common mental health disorders as people try to come to terms with the 'new normal', and the capacity of community based support will need to anticipate this increase and respond proactively to support and signpost people at the earliest opportunity.

The response ultimately needs to form part of a whole system approach to manage what is likely to require population-based commissioning focussing on both prevention and recovery.

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## Mental Health Recovery Review January – March 2020

### Summary of Focus Group discussions

A series of focus group discussions co-facilitated by members of HUG, were held during March 2020 with representatives from each of the main council delivered and commissioned services.

The aim of these discussions was to co-produce recommendations based on people's lived experience to inform the future service model requirements.

The focus group considered the themes of:

- *Where I Live*
- *Being part of my local community*
- *Advice & Information*

The findings from these initial discussions are summarised below, and have been used to inform the final recommendations in the review report.

Unfortunately, the fourth planned focus group which was due to consider the support available on the theme of *Access to Learning & Employment*, needed to be postponed as the timing coincided with the start of the coronavirus epidemic lockdown. It would therefore be important to conduct a workshop at a later stage to co-produce the future redesign of recovery support in this area, as part of the wider future community support model.

Theme	What support people said they value	What people said would be a better support offer
<b>Being part of my local community</b>	The Freedom pass provides support with transport and mobility	The cost of accessing community facilities needs to be affordable
		To abolish any library fines for vulnerable people or extend the borrowing period
	<i>Changes</i> Nightclub for those aged 18+	More age appropriate community support options for 18-25year olds
	The synagogue provides a welfare officer and an annual mental health awareness week	Mental health support services should act as a springboard to other community services
	Bridge & Wiseworks are a community where people feel safe and listened to	To be able to access personal budgets without first needing a case manager.
		A person-centred offer for personal budgets and decision making
	The centres provide a cost-effective resource to prevent people returning to hospital	Being able to self- refer to access drop-in facilities
	Key worker support available at the 2 centres	The availability of more regular 121 time with key worker
		More support with welfare benefit applications and reviews

<b>Theme</b>	<b>What support people said they value</b>	<b>What people said would be a better support offer</b>
<b>Somewhere to live</b>	A named social worker or CareCo to actively support plans for move-on	There needs to be a better link between hospital and community during the planning for transition
		Improved safeguarding support in any shared accommodation without staff on site
	Access to free counselling at the Bridge	Ability to self-refer to counselling services , and out- of- hours access to counselling when every other service is closed
		Floating support to be able to offer training in life skills that continue to support independence
		Better info from CNWL staff at hospital on housing options and pathway, and community service offer
		Everybody to be offered some form of support following leaving hospital, including who to contact if they feel that their health begins to deteriorate
		Improved support to family carers for advice information and respite
		A shorter waiting list for IAPT
		You can only receive support if you know that the support service exists
<b>Advice &amp; Information</b>	If you are known to a service, they can contact the keyworker	Improved knowledge of GPs with regards required supporting letters for income benefits
	Health Advice is available at each of the day centres	Being able to have a holistic appointment rather than single issue- need to be seen as a whole person
	CNWL Recovery College improves awareness and self-resilience	Asperger's support needs to be seen as different to Autism
	Mindfulness group	Better information needed on personal budgets eligibility and criteria to empower and inform options
	Stepping Stones Project	Having a named link person at CNWL so you know who to contact and who knows you- we don't get told when someone has left
	WDP 'Bob' peer support group at weekends	Need access to advice and support across 7 days- not just office hours
	The nurse at my GP surgery	Better GP and wider council staff awareness of Mental health

**Annexe C: DRAFT 2020-23 Action plan**

Finding	Recommendation	Action 2020-2021	Action 2021-23
<p><b>The lack of a whole system approach to the commissioning of mental health support across social care housing and health, inhibits the ability of the Council to deliver a holistic approach to people's support needs.</b></p>	<p>R1 R2 R3 R4 R5</p>	<ol style="list-style-type: none"> <li>1. To establish a mental health sub-group of the ICP, to co-ordinate discussions across partners on a whole system approach to supporting mental health resilience.</li> <li>2. To produce a comprehensive Mental Health JSNA to inform commissioning decisions.</li> <li>3. A joint review of the level of investment across commissioning partners to inform future collaborative investment in services.</li> <li>4. To begin to identify and engage with local community assets, that could form part of a collaborative preventative approach.</li> <li>5. To embed a whole person holistic approach to how the individual support needs for someone are both assessed and delivered.</li> <li>6. To ensure that an Equality Impact Assessment (EQIA) is conducted as standard practice on any proposed service pathway transformation.</li> </ol>	

Finding	Recommendation	Action 2020-2021	Action 2021-23
<p><b>The current range of supported step-down accommodation requires a redesign and recommissioning of resource allocation, to enable people to receive the right support to progress, in stages where necessary, from 24-hour residential care to fully independent living.</b></p>	<p>R 6 R7 R8</p>	<ol style="list-style-type: none"> <li>7. To extend and modify current supported accommodation contracts to 2021, in order to pilot an improved service offer that better supports recovery and move-on.</li> <li>8. To commission a cost- effective framework of approved providers for spot purchased additional accommodation capacity.</li> <li>9. To co-design a new collaborative step-down pathway that enables people to move on in a timely manner, and review the required property portfolio to deliver this new model.</li> <li>10. To co-produce service specifications and in-house SLAs, in order for all MH adult community services to become outcome focussed in preparation for the recommissioning of a new supported living pathway from 2021.</li> <li>11. To recommission the portfolio of supported accommodation properties based on new recovery pathways which includes planning the local offer for those with a dual diagnosis.</li> <li>12. To increase routes to affordable permanent homes through collaboration with social housing partners.</li> </ol>	<ul style="list-style-type: none"> <li>• To regularly review the effectiveness of provision in supporting the move to increased independence, including the consideration of use of lay peer inspectors</li> </ul>

Finding	Recommendation	Action 2020-2021	Action 2021-23
<p><b>The current focus and allocation of staffing to facilitate building based activities, has limited people's access to support to achieve independence and social inclusion.</b></p>	<p>R9 R10 R11 R12</p>	<p>13. To commence planning for a new community recovery model that reflects social distancing requirements.</p> <p>14. To establish a Task &amp; Finish group with membership of people with lived experience and staff from across in-house and commissioned services to scope a new service model that fully supports social inclusion, recovery and resilience across 7 days a week.</p> <p>15. To establish a consultative forum of experts by experience to co-produce how support offered can best meet the requirements of a recovery and resilience model from a well-being hub(s)</p> <p>16. To review of the process for Personal Budget assessments, that also considers the provision of personal healthcare budgets.</p>	<ul style="list-style-type: none"> <li>To establish and embed a proactive contract monitoring model that supports how the services evolve based on measurable improved outcomes for the service beneficiaries</li> </ul>

Finding	Recommendation	Action 2020-2021	Action 2021-23
<p><b>There is an underdeveloped recognition of the value of the wider voluntary and community sector as partners in the delivery of recovery support</b></p>	<p>R13 R14</p>	<p>17.To establish a communication and engagement framework with voluntary sector and community organisations for the co-production of a new whole system recovery and preventative support model</p>	<ul style="list-style-type: none"> <li>Commissioning bodies to consider the joint commissioning of a VCS led alliance of community services to provide the Tier 1 preventative services from a Health and wellbeing hub(s)</li> </ul>
<p><b>The current support offer for Family Carers is not in line with Care Act requirements and responsibilities.</b></p>	<p>R15</p>	<p>18.To review the current Carers assessment process to ensure compliance with statutory requirements.</p>	<ul style="list-style-type: none"> <li>To understand the resources required to jointly commission an improved offer for family carers as part of the new Carers Strategy that will support their own well-being whilst providing their caring role.</li> </ul>