



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, 2nd 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: List names	Commencement date
Budget provision: no. staff x £50,000 per annum, quarterly in advance	Total value £

TARGETS

PRSO	Target no.s
Note on targets: either based on previous year performance or business plan assumption (equivalent of 70 properties per Housing Negotiator per annum)	
Studios	
1 bedroom	
2 bedrooms	
3 bedrooms	
4 bedrooms	
Accessible properties	
Other exceptions	

<p>PSL</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>Target no.s</p>
<p>ADDITIONAL SERVICES</p>	
<p>Details to be discussed with Boroughs</p> <p>1. Rent Collection</p> <p>2. Housing Management</p> <p>3. Repair & Maintenance</p>	<p>£</p>
<p>MONITORING & REVIEW</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>SERVICE IMPROVEMENT & COMPLAINTS</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.

SIGNATORIES	
Signed on behalf of Capital Letters	Signed on behalf of XXXX Borough
Name & Position	Name & Position
Date:	Date:

Names & contact details of Authorised Officers		
Activity	Name & job title	Contact details (phone & email)
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 Nominees 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 Secondee 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 Secondee's activities but depending upon the issue and as soon as reasonably practicable shall refer any Management Issues concerning the Secondee 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 Secondee or their employment.
- 5.5 The Employer shall instruct the Secondee to notify the Employer's local HR team if the Secondee identifies any actual or potential conflict of interest between the Employer and the Host during the Secondment Period.

6 **Leave**

- 6.1 The Secondee 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 Secondee.
- 6.3 The Employer shall take reasonable steps to procure that the Secondee complies with any specific reporting requirements notified by the Host to the Employer if the Secondee is absent from work for any reason and this would be reciprocated
- 6.4 If the Secondee 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 Secondee 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 Secondee'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 Seconded 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 Seconded 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 Seconded at the date of the Secondment Period commences, subject to any changes in the Seconded'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, 2nd 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