



Housing Management Contract

between

London & Quadrant Housing Trust and

L&Q Living Ltd

and [Managing Agent]

Updated March 2018

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Housing Management Contract

This Contract is

dated DAY MONTH YEAR

and made between

London & Quadrant Housing Trust (“the Trust”/ “the Landlord”) a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (30441R) whose registered office is 29-35 West Ham Lane Stratford London E15 4PH.

The Trust is an exempt charity and a registered provider of social housing under the Housing and Regeneration Act 2008 (Registration number L4517)

and

L&Q Living Limited a subsidiary of London & Quadrant Housing Trust and a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (27902R) whose registered office is 29-35 West Ham Lane Stratford London E15 4PH. L&Q Living is a specialist care and support provider registered with the Care Quality Commission.

L&Q Living acts as managing agent on behalf of the Trust and has all the rights and obligations of the Trust as set out in this Agreement. References to “the Trust” and “the Landlord” in this Agreement shall be read as including L&Q Living which is authorised by the Trust to manage the operation of this Agreement in the Trust’s name.

and

[] (“the Agent”) whose registered office is at
[]

The Agent is * (delete as appropriate or insert other as appropriate)

- (a) a Company limited by guarantee [and is a [exempt][non-exempt] Charity registered under the Charities Act 2011].
- (b) a Registered society as defined in the Co-operative and Community Benefit Societies Act 2014 (Registration number). *
- (c) a Registered Provider of Social Housing under the Housing and Regeneration Act 2008 (Registration number). *
- (d) a Local Authority *

This Contract comes into effect on **DAY MONTH YEAR** (“the Effective Date”).

1. Definitions and interpretation

(a) Definitions

In this Contract the following expressions shall have the following meanings:

“Additional Allowance” means the amount per week, per unit retained by the Agent to carry out routine maintenance, repairs and void works in accordance with Option Two repairing model, as set out in Schedules Four and Five.

“Adaptations” means alterations to the Property or mechanical or electrical appliances that will enable the Property to be more suited to the needs of the Occupants and the Agency as the result of the disability or impairment of the Occupants and which either do or will form part of the Property once installed or carried out.

“Aids” means portable aids and equipment that will enable the Property to be more suited to the needs of the Occupants and the Agency as the result of the disability or impairment of the Occupants.

“Core Rent” is the rent for the property excluding service charges and refers to the Core rent at the commencement of this Contract for each unit within the Property as shown in Schedule One to this Contract and thereafter the Core rent for each unit in the Property that is set by the Trust in accordance with clause 10 (a) of this Contract.

“Routine Maintenance Services” means the services set out in Option Two arrangements.

“Planned Major Works” means repairs or maintenance which are pre-planned in advance of being carried out and may be considered as major because of the amount of work, nature of the work or time needed to complete the work.

“Unplanned Major Work” means repairs or maintenance which due to the urgency, need or nature cannot be pre-planned in advance of being carried out and may be considered as major because of the amount of work, nature of the work or time needed to complete the work.

“Effective Date” is the date on which this contract starts.

“Employment Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

“Housing Management Services” means the services set out in Schedule Three.

“The Landlord” means London and Quadrant Housing Trust.

“Landlord’s Charge” means the Core rent and (where applicable) the Trust’s service charges payable by the Occupant of each unit less the Management Allowance for each unit and any Additional Allowance where applicable.

“Management Allowance” means at the commencement of this Contract the amount retained by the Agent per unit, per week for Housing Management Services and voids/bad debts allowance in accordance with the figures as prescribed in Schedule Four, and thereafter the sum calculated in accordance with clause 12 (d) of this Agreement.

“Occupancy Agreement” means an Occupancy Agreement entered into by each of the Occupants in the form of tenancy or licence agreement set out in Schedule One.

“Occupants” means persons accommodated at the Property who have or should have entered into an Occupancy Agreement and their household members.

“Property” means the property more particularly described in Schedule One.

“Consumer Price Index (CPI)” is a measure of consumer price inflation in the United Kingdom produced to international standards or if this ceases to be published, another published index of general prices or the value of money as decided by the Trust.

“Service Charge” means the amount payable under the terms of the Occupancy Agreement for the services referred to in the schedule to the Occupancy Agreement.

“Quarterly Returns” is the Landlord’s chosen method of monitoring housing management services delivered in relation to lettings, evictions, planned move-on and arrears management.

“Self Certification Form” is the Landlord’s chosen method of monitoring policy and practice at organisational level.

“Unit” means a bed-space, room, or set of rooms at the Property capable of being the subject of an individual Occupancy Agreement.

“Trust’s Regulators” means the Regulator of Social Housing or any successor and any other Regulator which may from time to time regulate the Trust’s activities.

(b) Interpretation

- i. Words importing the singular shall where appropriate include the plural and vice versa and words importing the masculine shall where appropriate include the feminine and vice versa.

References to any legislative provisions shall be deemed to include references to any further legislation for the time being in force replacing amending or supplementing it together with all other regulations directions conditions circulars or consents made or given under it or deriving validity from it and any relevant decisions of courts of competent jurisdiction.

The headings in this Contract are for information only and do not form part of or affect the construction of this Contract.

The Schedules are part of this Contract and will have full force and effect as though expressly set out in the body of this Contract however if there is a conflict between the body of this Contract and a Schedule the body of the Contract prevails.

- ii. All references to clauses refer to clauses in this Contract.

2. The Aims and Objectives

- (a) The aim of the parties in making this Contract is to ensure high quality provision of housing management for people receiving a support or care service and who are occupying the Property as tenants or licensees of the Trust.
- (b) The purpose of the Contract is to:
 - i. Set out the terms under which the Trust delegates certain landlord responsibilities to the Agent.
 - ii. Set out the respective roles and responsibilities of the two parties.
 - iii. Ensure effective joint working and good liaison.
 - iv. Ensure the quality of housing management and (where applicable) property maintenance services supplied to the Occupants is no less than would be provided by the Trust.
- (c) Details of the Property/ies covered by this Contract are set out in Schedule One.

3. Appointment

- (a) The Trust as principal appoints the Agent as its agent in respect of the Property to provide the Housing Management Services and Routine Maintenance Services (if applicable) on behalf of the Trust in accordance with the terms of this Contract.
- (b) In consideration of the appointment the Agent hereby agrees with the Trust to carry out the Agent's obligations in this Contract inclusive of the Housing Management and (if applicable) Routine Maintenance Services on behalf of the Trust as set out in Schedules Three and Five.

4. Duration

- (a) This Contract shall commence on the Effective Date and will continue until the termination by either party in accordance with this Contract.

5. General Terms

- (a) This Contract and Schedules may only be amended in writing by authorised representatives of the Trust. The Agent agrees not to unreasonably refuse consent to a variation requested by the Trust provided the Trust has conducted reasonable consultation with the Agent.
- (b) No amendments to the Contract shall be effective unless recorded in writing and signed by authorised representatives of both parties. Written confirmation of any amendment will not be unreasonably withheld by the Agent.
- (c) The Agent and Trust expressly agree that nothing in this Contract shall in any way intend to create or be deemed to create a partnership between them.
- (d) This Contract is intended by both Trust and the Agent to constitute an enforceable and legally binding contract between the two parties.
- (e) Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

6. Use of Property

- (a) The Agent agrees that it will use the Property for occupation only by the number of Occupants specified in Schedule One of this Contract where the number of Occupants shall be no more than the number of Bed Spaces specified.
- (b) The Agent agrees that any staff employed by the Agent at the Property and who occupy any of the accommodation at the Property occupy such accommodation for the further and better performances of their duties and the terms of their licence to occupy will automatically terminate if employment is terminated for any reason or, if earlier, on the termination of the agreement or the transfer of the individual's employment under the Employment Regulations.
- (c) The Agent must obtain the Trust's written consent before:
 - i. Using a unit within the Property for "sleep in" accommodation
 - ii. Changing the number of units to be let within the Property
 - iii. Using a room or space in the Property as an office
 - iv. Changing the client group or nature of the support or care service from that set out in Schedule One
 - v. Changing the use of any unit, communal space or rooms
 - vi. Changing the use of or introducing Safe Seats or a Severe Weather Emergency Protocol (SWEP)

Such consent shall not be unreasonably withheld or delayed.

7. Tenure

- (a) The Trust will specify, in consultation with the Agent, the appropriate Occupancy Agreement (whether tenancy or licence) to be granted by the Agent in accordance with the Trust's tenure policy. The Agent agrees not to vary the terms of the Occupancy Agreements as annexed at Schedule One, including the addition of special terms and conditions, without the Trust's prior written consent. Such consent shall not be unreasonably withheld or delayed.
- (b) The Property remains under the ownership of the Trust and the Occupants are either tenants or licensees of the Trust as specified in the Occupancy Agreement. The Trust's relationship with the Occupants remains at all times that of Landlord or Licensor.
- (c) The Agent will not allow anyone into possession of a unit until they have entered into an Occupancy Agreement. Any exceptions to this must be agreed in writing, in advance by the Trust.
- (d) At the time of granting the Occupancy Agreement the Agent shall ensure that details of the Core Rent, Service Charge and length of the term of the Occupancy Agreement are explained to the potential Occupant in clear and understandable terms and the Agent will ensure that the remainder of the terms of the Occupancy Agreement are explained to the Occupant within five working days thereafter.
- (e) Within five working days of the grant of any Occupancy Agreement the Agent will provide Occupants with a pack of tenancy information in a form which may be specified by the Trust and to which the Agent should add its own information and shall explain to Occupants their rights including how to exercise their right to complain to the Trust and their rights as set by the Trust's Regulators.

8. Legal Proceedings against Occupants

- (a) The Agent on behalf of the Trust will take and conduct (including where necessary the employment of a solicitor or barrister) any proceedings required to enforce Occupants' obligations, not limited to but including proceedings to obtain possession of a unit in respect of a breach of the Occupancy Agreement by an Occupant or their associates. All action taken to enforce Occupants' obligations or to obtain possession of a unit must comply with the Trust's published procedures in force at the time.
- (b) In relation to any legal proceedings or enforcement action, the Trust reserves the right to insist the Agent seeks legal advice and produces evidence of such advice.
- (c) The Agent shall bear the cost of all proceedings for possession or enforcement action including legal representation. The Agent indemnifies the Trust from and against all costs associated with any such action taken whether with or without the permission of the Trust.
- (d) The Agent will obtain the Trust's permission in writing prior to any legal proceedings being taken. The Agent will provide the Trust with all supporting information as requested.
- (e) The Agent must seek approval from the Trust prior to stages i, iii, vi and vii and notify the Trust of the outcome of stages ii, iv, v, and viii as set out below.

Stages:

- i. Issuing of any notice to terminate an Occupancy Agreement or enforce an Occupant's obligations
- ii. Action following expiry of the notice
- iii. Applying to Court

- iv. Court dates
 - v. Court decisions
 - vi. Applying for and issuance of a Bailiff's warrant
 - vii. Eviction
 - viii. Date of Property repossession
- (f) The Trust may take over conduct of such proceedings or issue them in cases where the Trust acting reasonably deems it necessary to do so. The Agent will supply all such information and copy documents required and will bear the legal and other costs as a result of any such action.

9. Policies and Procedures

- (a) The Agent will in respect of this Contract operate policies and procedures in compliance with accepted good practice and the regulatory requirements of any of the Trust's Regulators and shall indemnify the Trust in respect of any breach by the Agent of regulatory requirements.
- (b) The Trust will provide the Agent on request copies of its Statements and Guidance relating to housing management and requires the Agent to provide copies of its policies and procedures relating to housing management.

10. Rent and Service Charges

- (a) The Trust shall inform the Agent on or before the first of February of the year following the date of this Contract and on or before the first of February in each year thereafter of:
- i. The amount of the Core Rent per week payable for the following 12-month period under each Occupancy Agreement from the first Monday in April.
 - ii. Where stipulated in Schedule One and not otherwise the amount of any rent or other charge per week payable for the following 12-month period for any office or staff accommodation in the Property from the first Monday in April.
 - iii. The Trust's estimated weekly service charge for providing those services which it is obliged to provide to the Occupants and which shall be payable for the following 12-month period under each Occupancy Agreement from the first Monday in April.
 - iv. The Management Allowance as detailed in Schedule Four.
 - v. The Additional Allowance to be retained by the Agent for carrying out Routine Maintenance Services in accordance with Option Two repairing model as detailed in Schedule Five.

(b) The Agent shall be responsible for:

- i. Setting the amount of the Agent's service charges in each Occupancy Agreement and notifying these to the Trust on or before the first of February of the year following the date of this Contract and on or before the first of February in each year thereafter, for the Trust to review.
- ii. Notifying the Occupants of any increase or decrease in rent or service charge payable under each Occupancy Agreement, using appropriate notice methods and time frames complying with any legislation.
- iii. Issuing the Occupants a full breakdown of service charges followed by a minimum of four periodic statements per annum.
- iv. Collecting on a weekly basis all the rents and service charges due under the Occupancy Agreements.
- v. When required, consulting with the Occupants on any proposed change in housing management.

11. Move-On and Support Services

- (a) Where the Agent is solely responsible for the provision of support to the Occupants of the Property, they take responsibility for assisting Occupants to move on to appropriate alternative accommodation.
- (b) Where it becomes apparent that an Occupant's support or housing needs have changed to the extent that he/she is no longer suited to remaining an Occupant and to receive the Agent's support or housing management services the Agent will be responsible for moving on the Occupant.
- (c) The Trust shall at its sole discretion offer to the Agent an annual move-on quota in respect of the Property which the Trust will then use reasonable endeavours to make available to the Agent. The move-on quota shall only be offered to eligible Occupants who have no recourse to public housing.
- (d) Where appropriate for the Occupant and Property and agreed by the Trust, Assured Tenancies may have been issued. In such circumstances and depending on the Trust's contractual obligations of the time then the Agent may support the Occupant to seek a Transfer by the Trust to an alternative property.

12. Financial Responsibilities

- (a) The Agent will collect the rent and service charge due under the Occupancy Agreements and shall retain a Management Allowance for Housing Management Services and Voids/Bad Debt allowances. An Additional Allowance will be retained when the Agent is contracted to Repair Option Two, in accordance with the figures as prescribed in Schedule Four. The Agent will pay the Trust the Landlord's Charge quarterly in arrears, within 30 days of receipt of invoice.
- (b) The Agent shall in addition to the Landlord's Charge pay to the Trust the rent shown in Schedule One (if any) for any offices or staff accommodation within the Property used by the Agent such rent thereafter to be set by the Trust in accordance with clause 10 (a) of this Contract.
- (c) Except where expressly provided for in this Contract, if the amount collected by the Agent is less than the Landlord's Charge due to the Trust, then the Agent shall pay the shortfall from its own resources to the Trust. Where the Agent considers that a shortfall may occur or has occurred due to a failure by the Trust adequately to carry out its responsibilities under the terms of this Contract the Agent shall immediately notify the Trust giving reasons.
- (d) The Management Allowances and Additional Allowances will be subject to an annual inflationary adjustment based on the increase (if any) in the Consumer Prices Index over the year ending in the September of the previous year to be notified by the Trust by the first of February each year.
- (e) For the avoidance of doubt the Trust and the Agent agree that the Agent shall be entitled to retain any sums paid by an Occupant for the supply of support services under the Occupancy Agreement or any other contract.

- (f) The Agent will pay in respect of any sum due to the Trust under the terms of this Contract that has not been paid within 90 days of the due date interest on such sum at the rate of 2% above the base rate from time to time of The Bank of England.
- (g) The Agent shall produce audited accounts and submit these to the Trust along with submission of the Agent's Self Certification Form each year.
- (h) The Agent is responsible for the provision of and costs associated with but not limited to, utilities, telecoms, digital media, Council Tax, business rates and invoices from its own contractors for works or repairs set out in Schedule Seven or applied for under Schedule 10. Should the Agent neglect to pay such costs or invoices and legal action is brought against the Trust then the Trust reserves the right to pay such costs/invoices and apply a recharge to the Agent for those costs and any administrative or other costs incurred by the Trust in dealing with them.

13. Property and Maintenance Services

- (a) The Agent is responsible for ensuring it has an appropriate mechanism for Occupants to report to the Agent or its contractors the need for repairs or maintenance during working hours.
- (b) The Agent is responsible for ensuring it has an appropriate out of hours reporting service for Occupants to report emergency repairs and the details of this service are shared with the Trust. The Agent shall ensure that it's out of hours reporting service has the relevant information to be able to report to the Trust promptly any repairs for which the Trust is responsible under the terms of this Contract.

- (c) The Agent acknowledges the Trust's obligations to account to the Trust's Regulators and to its tenants/licensees for the speed and quality of its repairs service and therefore undertakes not to carry out any repairs except as provided for under this Contract.
- (d) Schedule Five illustrates the Repair Options and lists the respective parties' responsibility for costs.
- (e) The cost of any repair due to an act of deliberate damage or neglect by the Agent or any Occupant of the Property or their visitors shall be the Agent's responsibility and in the event that such repairs have not been carried out and completed within one month of the date that they came to the attention of the Agent then the Trust may carry out such repairs and the cost of such work will be paid to the Trust by the Agent on demand.
- (f) The Agent will indemnify the Trust against any costs, damages, losses, expenses or liabilities arising from claims brought by Occupants or third parties or arising from action taken by local authorities in respect of repairs/disrepair to the Property for which the Agent is responsible under the terms of this clause 13, whether Option One or Two has been adopted.
- (g) In an emergency where the Trust or its contractors cannot gain access to the Property and someone's life or physical safety is at risk, the Trust may have to force an entry. The Trust will secure the Property and repair any damage as a result of the forced entry. If the Trust has to force entry because of neglect, or misuse of the Property by the Agent, the Occupants or their visitors, or a failure by the Agent to report repairs, the Trust will recharge to the Agent any costs incurred.

(h) Under this Contract there are two maintenance options, One or Two. The Trust will offer the Agent Option One for the duration of the Contract as standard. Agents wanting to operate under Option Two will have to apply to the Trust in writing and satisfy the Trust's vetting requirements.

i. Option One – The Trust will carry out all routine repairs, cyclical works, major repairs, and void works (with the exception of housekeeping works to a void room in a shared Property in accordance to Schedules 11 and 13). Servicing of Trust supplied equipment and systems will be carried out by the Trust and charged to the Agent and the Agent shall collect the charge via service charges to the Occupant. Option One will run for the duration of the Contract unless varied as set out below.

ii. Option Two – At its absolute discretion the Trust may award the Agent an Additional Allowance to carry out all routine repairs and void works. The Trust will retain responsibility for cyclical works and major repairs. Servicing of Trust supplied equipment and systems will be carried out by the Trust and charged to the Agent which the Agent shall collect via service charges to the Occupant. Option Two will be renewable annually subject to the provisions below.

(i) Where Option Two applies the Agent agrees to comply with the criteria as set out by the Trust in Schedule Six. The Trust shall at its absolute discretion decide whether to award or refuse Option Two to the Agent and may withdraw Option Two at any time by giving at least six months' written notice. If the Agent wishes to change its current repairing Option for the following financial year it shall notify the Trust in writing by the first of October each year. If the Agent seeks to

change from Option One to Option Two it shall supply with its application all documentation specified in Schedule Six. The Trust shall confirm all decisions in writing by the first of November of the same year. The Trust retains the right to withdraw Option Two on summary notice where the Agent's performance has substantially breached the requirements and standards set out in Schedule Six. In the event of Option Two being terminated for substantial breach there shall be a full accounting between the parties and any Additional Allowance monies unspent shall be returned to the Trust.

- (j) Under both Repair Options the Trust shall retain responsibility for servicing of electrical plant and non-portable equipment (including fire safety equipment provided by the Trust) and will make a charge for the amount which shall be paid by the Agent quarterly in arrears.
- (k) In accordance with the corporate policy of the Trust, the standards to which void works must be completed by the responsible party under each Repair Option for a room in a shared property, and a self-contained unit, are attached as Schedule 11.

13.1 Under Repair Option One and Two, the Trust shall be responsible for:

- (a) Carrying out exterior redecoration at the Property as determined by the Trust's current procedures for such works and requirements of the Property, no less than once in every five years.
- (b) Keeping the interior common parts of the Property in good decorative order and ensuring that the communal parts of the Property are redecorated internally (not including staff and/or office space) as determined by the Trust's current procedures for such works and requirements of the Property, no less than once in every five years.

- (c) Carrying out cyclical maintenance having given the Agent prior notice of works being carried out at the Property.
- (d) Keeping in good repair the structure of the Property including any external service media all load-bearing walls whether internal or external; the door and window frames and the central heating.
- (e) Keeping in good and safe working order all gas and electrical equipment provided by the Trust which forms part of the Property, including repairing where necessary, and carrying out regular gas and electric checks. For the avoidance of doubt the Trust is responsible for undertaking annual gas safety checks.
- (f) Carrying out fixed wire installation checks of the Property every five years for shared properties and 10 years for self contained properties in accordance with the Electricity at Work Regulations 1989 (as amended).
- (g) Providing and maintaining in good repair adequate fixed fire equipment at the Property including necessary repair and servicing.
- (h) Maintaining and regularly servicing any passenger lifts and associated equipment.
- (i) Servicing and regular maintenance of any other equipment that the Trust provides and retains ownership of.
- (j) In conjunction with staff of the Agent carrying out internal and external inspections of the Property on a regular basis as determined by the Trust's current procedures and requirements of the Property.

- (k) Risk Assessing, inspection and testing in accordance with the Prevention and Control of Legionella Disease Regulations.
- (l) Making adequate provision for future major repairs and maintenance to the property.
- (m) Insuring the Property against fire and such risks as the Trust shall in its absolute discretion determine and subject to any excess that the Trust determines to its full replacement value and where possible applying any monies received in respect of such insurance in reinstating the Property; and the Trust will supply evidence of such insurance to the Agent on request.
- (n) Taking out insurance against third party claims arising as a result of the Trust's negligence.

13.2 Under Repair Option One, The Trust shall be responsible for:

- (a) Carrying out repairs as defined in Section 11 of the Landlord and Tenant Act 1985 and in the Occupancy Agreements provided that details of the repair are notified to the Trust by the Agent. Such repairs shall be carried out with minimum disruption to Occupants and within the response times detailed in Schedule Eight.
- (b) Carrying out void inspection on all self-contained units using the checklist as detailed in Schedule 12 and void works on all self-contained units in accordance with the response times as detailed in Schedule Eight. Works will be carried out to meet the minimum lettable standard as defined in Schedule 11.
- (c) Provide an emergency out of hours repairs service in response to eligible repairs reported by the Agent to the Trust. Should an emergency occur outside office

hours the Agent should report the repair to a 24-hour maintenance reporting service, the details of which will be provided to the Agent by the Trust.

13.3 Under Repair Option One the Agent shall be responsible for:

- (a) Carrying out a visual inspection of all voids to rooms in shared properties using the mandatory checklist format attached as Schedule 13. The outcome of the inspection will indicate a 'Housekeeping Void' or a 'Repairs Void'. All Repairs Voids must be reported to the Trust. All Housekeeping Voids can be actioned by the Agent, without consulting the Trust, subject to meeting the required standard prior to re-letting attached as Schedule 11. The Agent is responsible for ensuring water outlets are flushed in void properties.
- (b) Carrying out minor repairs and property maintenance as defined in Schedule Seven.
- (c) Notifying the Trust immediately of any matter arising in connection with repairs or maintenance to the Property.
- (d) Monitoring reported repairs and feeding back immediately any performance matters to the Trust.
- (e) Reporting criminal damage caused by Occupants and/or persons unknown to the police and obtaining a crime number. This number should be provided when reporting the damage to the Trust.
- (f) Maintaining the furniture and equipment in the Property in a safe and usable condition, ensuring it meets relevant legislative requirements, British Safety Standards, and the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

- (g) Upon at least 24 hours' notice, dependent on the terms stated in the Occupancy Agreement, providing access to the Property within normal office hours and being present at the Property with the Trust if necessary. In cases of emergency the Trust and others authorised by it shall have immediate access.
- (h) Carrying out and recording regular Health and Safety inspections, in accordance with the conditions set out in Schedule Three, Housing Management Services, and reporting any required actions to the Trust within 24 hours in case of emergency and within ten working days in all other cases.
- (i) Keeping the internal and external parts of the Property clean and in good decorative order and ensuring that all non-communal internal areas are redecorated at least once in every five years.
- (j) Keeping the gardens or other external grounds clean and tidy.
- (k) Advising each Occupant that their personal items and effects are not insured and that each Occupant should take out insurance to cover them.
- (l) Reimbursing the Trust for the cost of any repairs to the Property necessitated by any act or omission of the Agent or any Occupant or visitor.
- (m) Taking action against perpetrators of deliberate damage to the Property.
- (n) In conjunction with the Trust's staff carrying out internal and external inspections of the Property on a regular basis.

- (o) Giving all necessary assistance to the Trust at all reasonable times to enter and examine the condition of any part of the Property to enable the Trust to exercise its functions as owner of the Property.
- (p) Liaising with the Occupants for the purpose of ascertaining what works of maintenance and repair may be necessary to the Property.
- (q) Notifying the Trust forthwith in the case of an urgent repair or within a reasonable time having regard to the nature of the repair or any repairs which are the Trust's responsibility.
- (r) Not making or permitting any alteration to the Property without the prior written consent of the Trust gained by following the application procedure attached as Schedule 10 (Property Alteration).
- (s) Keeping all portable gas and electrical equipment at the Property (including but without limitation) cookers, fridges washing machines in good and safe working order including replacing where necessary and carrying out annual portable gas and electrical checks of such equipment in accordance with 1989 Electricity at Work Regulations (as amended) and the Gas Safety (Installation and Use) Regulations 1998.
- (t) Taking out insurance against third party claims arising as a result of the Agent's negligence.

13.4 Under Repair Option Two, the Agent shall be responsible for:

- (a) Carrying out repairs as defined in Section 11 of the Landlord and Tenant Act 1985 and in the Occupancy Agreements (other than major repairs and cyclical works defined as those works to be carried out according to a pre-determined

- plan of asset management in order to prevent deterioration and extend the life of the Property such as cyclical decoration works, rewiring, window renewals, boiler replacements and works to the structural fabric of the building) which shall remain the responsibility of the Trust and should be notified to the Trust by the Agent. All repairs shall be carried out by the responsible party with minimum disruption to Occupants and within the response times detailed at Schedule Eight.
- (b) The Agent will provide the both the out of hours emergency reporting service and repairs service as stated in the policy document attached as Schedule Six.
 - (c) Carrying out minor repairs and property maintenance as defined in Schedule Seven.
 - (d) Carrying out void inspection on all self-contained units using the format as detailed in Schedule 12 and void works on all self-contained units in accordance with the response times as detailed in Schedule Eight. Works will be carried out to meet the minimum lettable standard as defined in Schedule 11. The Agent is responsible for ensuring water outlets are flushed in void properties.
 - (e) Undertaking statutory electrical safety tests to void properties in accordance with the 1989 Electricity at Work Regulations (as amended) providing the Trust with copies of safety certificates within a maximum of five working days of receipt.
 - (f) Carrying out a visual inspection of all voids to rooms in shared properties using the checklist format attached as Schedule 13. The outcome of the inspection will indicate a 'Housekeeping Void' or a 'Repairs Void' and the Agent shall be responsible for actioning both.

- (g) Maintaining the furniture and equipment in the Property in a safe and usable condition, ensuring it meets relevant Legislative requirements, British Safety Standards, Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- (h) Upon at least 24 hours' notice, dependent on the terms stated in the Occupancy Agreement, providing access to the Property within normal office hours and being present at the Property with the Trust if necessary. In cases of emergency the Trust and others authorised by it shall have immediate access.
- (i) Carrying out and recording regular Health and Safety inspections, in accordance with the conditions set out in Schedule Three, Housing Management Services.
- (j) Keeping the internal and external parts of the Property clean and in good decorative order and ensuring that all non-communal internal areas are redecorated at least once in every five years.
- (k) Keeping the gardens or other external grounds clean and tidy.
- (l) Advising each Occupant that their personal items and effects are not insured and that each Occupant should take out insurance to cover them.
- (m) Reimbursing the Trust for the cost of any repairs to the Property necessitated by any act or omission of the Agent or any Occupant or visitor.
- (n) Taking action against perpetrators of deliberate damage to the Property.
- (o) In conjunction with the Trust's staff carrying out internal and external inspections of the Property on a regular basis.

- (p) Giving all necessary assistance to the Trust at all reasonable times to enter and examine the condition of any part of the Property to enable the Trust to exercise its functions as owner of the Property.
- (q) Liaising with the Occupants for the purpose of ascertaining what works of maintenance and repair may be necessary to the Property.
- (r) Notifying the Trust forthwith in the case of an urgent repair or within a reasonable time having regard to the nature of the repair of any repairs which are the Trust's responsibility.
- (s) Not making or permitting any alteration to the Property without the prior written consent of the Trust gained by following the application procedure attached as Schedule 10 (Property Alteration).
- (t) Maintaining, checking and servicing all portable appliances at the Property (including but without limitation) cookers, fridges washing machines in good and safe working order including replacing where necessary and carrying out annual portable checks of such equipment in accordance with 1989 Electricity at Work Regulations (as amended) and the Gas Safety (Installation and Use) Regulations 1998.
- (u) Taking out insurance against third party claims arising as a result of the Agent's negligence.

13.5 Decanting Occupants due to Emergency Repairs

- (a) In all cases, in the event of emergency repairs which render the Property temporarily uninhabitable and require the Occupants to vacate, the Agent is, in the first instance, responsible for arranging alternative temporary accommodation. The Trust may make reasonable endeavours to assist in any way possible.
- (b) The need for temporary accommodation should be advised to the Trust immediately and if it occurs out of hours, should be discussed with the relevant out of hours manager contactable through the Trust's 24-hour maintenance reporting service.
- (c) Under Option One the Trust will meet the reasonable costs of the Agent in providing alternative accommodation whilst the Property is uninhabitable. These costs are to be agreed by the Trust in advance.
- (d) Under Option Two the Agent shall be responsible for the costs of providing alternative accommodation whilst the Property is uninhabitable.

14. Planned or Unplanned Major Works

- (a) Where any Occupant must temporarily vacate the Property because planned or unplanned major works are being carried out, the Agent will find suitable alternative accommodation for such Occupant. The Trust may agree to cover costs of alternative accommodation depending on the cause and nature of works as well as the costs of accommodation being agreed by the Trust in advance.

- (b) Where it has been agreed that any planned works to the Property requires any Occupant to temporarily vacate the Property to enable such work to be carried out the Agent will ensure that any such Occupant has vacated the unit before the date of commencement of such planned repair works.
- (c) The Agent is responsible for supporting the Occupant to secure personal belongings or arrange removal of personal belonging to an alternative location, depending on the nature of the works.
- (d) The Agent is required to give access to any consultants and contractors as required provided adequate notice has been given and to provide the Trust with any information requested.

15. Tenant Compensation for Repairs

- (a) The Trust and the Agent agree to pay compensation to Occupants in accordance with the provisions of Schedule Nine where either the Trust or the Agent fail to complete qualifying repairs, for which they are responsible according to the applicable Repair Option, within the standard response times as listed in Schedule Nine.
- (b) Where the Agent has failed to undertake qualifying repairs within the standard response times and fails to pay appropriate compensation to the Occupants then the Trust reserves the right to pay compensation to the Occupant and will re-charge the Agent for all costs and fees incurred in doing this.

16. Voids and Rent Suspension

- (a) In the event of any Occupant being required to temporarily vacate the Property because planned or unplanned works are being carried out and such Occupant is not paying rent in respect of such unit and the unit being uninhabitable then the Landlord's Charge for such unit will be suspended and the Agent will not be entitled to its Management Allowance in respect of such unit until such time as the relevant unit is again available for use.
- (b) Where planned or unplanned works must be carried out as the result of any act or omission of the Agent or any Occupant or their visitors or any breach of the terms of this Contract by the Agent or any Occupant or their visitors, then the Landlord's Charge will not be suspended.
- (c) Where the Agent believes that the unit is uninhabitable due to the failure of the Trust to comply with its obligations in respect of repair and maintenance of the Property under this Contract then the Agent must promptly notify the Trust's Customer Service Centre. In the event of non-resolution the Agent shall thereafter follow the Trust's published complaints procedure. Should the Trust accept liability then this will be limited to Agent's foregone Management Allowance.
- (d) Where with the Trust's written consent, or on instructions from the Trust, the Agent has kept a unit vacant for any reason and the Trust has agreed that the Management Allowance should continue to be paid, or where the unit is void and uninhabitable because of damage by fire or other risks covered by the Trust's buildings insurance (other than damage caused by any act or omission of the Agent or any Occupant or their visitors or any breach of the terms of this Contract by the Agent or any Occupant or their visitors), then the Agent will be

entitled to its Management Allowance in respect of any such unit (but not the allowance for voids and bad debts) until such time as the unit is again available for use.

17. Fire Precautions

- (a) As per section 3(b)(i) of the Regulatory Reform (Fire Safety) Order 2005 the Agent is deemed the 'Responsible Person' given the Agent's full control of the Property as set on in Schedule One of this Contract.
- (b) The Trust shall co-operate with the Agent to enable the Agent to discharge its responsibilities under the 2005 Order and the respective duties of each are outlined for guidance in Schedule Five.
- (c) At the start of the Contract the Trust shall as far as reasonably possible ensure that the Property complies with all regulations, bylaws and other requirements relating to fire precautions and means of escape in the event of fire.
- (d) Under Repairing Option One the Trust shall be responsible for periodically inspecting, servicing and repairing all non-portable fire safety devices and equipment and fire extinguishers. The Agent shall be responsible for reporting the need for repair to the Trust, and for periodically inspecting, servicing and repairing all portable fire safety devices other than fire extinguishers.
- (e) Under Repairing Option Two the Agent shall be responsible for all routine maintenance that may affect fire safety, such as but not limited to the repair of fire doors. The Trust shall be responsible for periodically inspecting, servicing and repairing all non-portable fire safety devices and equipment and fire extinguishers.

- (f) Under Repairing Options One and Two the Trust shall be responsible for major repairs and improvements required to bring the Property into compliance with fire safety once the need for these has been notified to the Trust by the Agent and provided these are not the contractual responsibility of the Agent. Major repairs and improvements will be notified to the Trust in the form of a suitable and sufficient fire risk assessment. To ensure competence, the Agent will only appoint certified fire risk assessors (either through a UKAS Accredited Person Certification Scheme; or a Professional Body Person Registration Scheme) who have experience in the supported housing environment to undertake fire risk assessments. In the event that major repairs and improvements are required to bring the Property into compliance with fire safety and they are in the opinion of the Trust the result of an unsuitable fire risk assessment, alternatively not affordable or do not represent value for money, the Trust will negotiate with the Agent with a view to procuring a suitable alternative Property before exercising its right to terminate the Contract on giving one year's notice.
- (g) The Trust shall not be responsible for the consequences of the failure of the Agent to carry out its responsibilities in relation to fire safety at the Property under this Contract nor shall the Agent be responsible for the consequences of such failure of the Trust.

18. Risk Assessment

- (a) The Agent is responsible for carrying out appropriate risk assessments for the Property. The Agent is responsible for putting measures in place to manage risks and should use Schedule 10 to do this if property alterations or improvements are required.

- (b) The Agent is responsible for carrying out appropriate risk assessments for all Occupants. Where it is judged the Occupants may put themselves or visitors to the Property at risk, including but not limited to the Trust's officers, then it is the Agent's responsibility to notify the Trust in advance and agree measures to control risks to such visitors.
- (c) Where it is judged that Occupants may either put themselves or contractors at risk during works, the Agent shall notify the Trust of the risk when the need for repair is first notified to the Trust or when the Agent is consulted over planned or unplanned maintenance works. For the avoidance of doubt the Trust declares that it does not require its contractors to be checked by the Disclosure Barring Service and the Agent must assess risks accordingly.
- (d) Where a risk has been notified works will only proceed after agreement between the Agent and the Trust and any maintenance contractor over the action appropriate to the risk. The Agent is required to provide staff at the Property during the works and will remove any Occupants to a place of safety if the risk assessment justifies this level of action.

19. Persistent Broken Appointments

- (a) The Trust will exercise its discretion to address persistent broken appointments or refusal of access to Property to carry out repairs as a compliance issue within the terms of this Contract.

20. Responsibility for Building Insurance Excess

- (a) The Agent will be responsible for the payment of any excess payable or any shortfall in insurance monies in the event of any claim under the Trust's insurance in respect of the Property resulting from any action or default of breach of the terms of this Contract by the Agent or any Occupant or their visitors, or as the result of any act or omission of the Agent or any Occupant or their visitors.

- (b) The Agent will be responsible for the payment of all costs and expenses of the Trust (including loss of rent, cost of the work and a reasonable administration charge) up to a maximum of the excess from time to time payable under the Trust's buildings insurance policy in respect of damage to the Property by an insured risk under the Trust's buildings insurance policy resulting from any act or omission of the Agent or the Occupants or their visitors, or from any breach of the terms of this Contract by any Occupant or the Agent. For the avoidance of doubt the Trust will be responsible for meeting the full cost of any insurance excess in any other situation, and for as long as the Trust is able to procure a buildings insurance policy that does not carry an excess the Agent shall not be liable to make any payment under this clause.

- (c) If the insurance is vitiated (whether in whole or in part) by any action or default of the Agent or any Occupant or visitor then the Agent will be liable for the whole or part of any shortfall resulting.

21. Aids and Adaptations

- (a) Any portable Aids at the Property for the benefit of the Occupants are the responsibility of the Agent.
- (b) Any Adaptations at the Property at the date of this Contract will form part of the Property.
- (c) The Trust will (at its complete discretion and in accordance with the procedure attached as Schedule 14) consider paying for the whole or part of the cost of providing and installing Adaptations if:
 - i. The Adaptations will become fixtures and fittings at the Property once installed; and
 - ii. The Agent has agreed in writing if requested by the Trust that the Trust will levy a depreciation charge over the assumed life of the Adaptations to be paid by the Agent quarterly in arrears within 30 days of receipt of the invoice.
- (d) Specialist equipment will be the responsibility of the Agent to service and maintain.
- (e) The repair responsibilities for the Aids and Adaptations is determined by the arrangements for repair Option One or Two and the nature or cause of the repair.
- (f) Any Adaptations may only be installed at the Property by the Agent with the written approval from the Trust in accordance with the procedure attached as Schedule 10 (such approval not to be unreasonably withheld or delayed).

22. Inspections and Assessments of Services and Properties

- (a) The Trust will provide the Agent with a schedule of properties it will inspect on an annual basis.
- (b) The inspecting officer of the Trust will confirm with the Agent the actions required as a result of the inspection assessment. The Trust may require the cost of such work to be paid by the Agent on demand where it reasonably considers that the repair work results from an act of deliberate damage or neglect by the Agent or any Occupant of the Property or their visitors, or a failure to report repairs or manage routine maintenance where the Agent is responsible.

23. Asset Register and Depreciation Charges

- (a) The Trust may maintain a register (the Asset Register) of the fixtures fittings and other assets in the common parts at the Property and will levy depreciation charges on these. Such depreciation charges will be invoiced to the Agent quarterly in arrears and will be paid by the Agent within 30 days of receipt of such invoice.

24. Monitoring, Liaison and Review

- (a) The Trust shall monitor the housing management and (as applicable) the repairs performance of the Agent.
- (b) The Agent agrees to disclose to the Trust on request any monitoring information relating to the Agent's housing management or repairs functions under this

Contract obtained by any administrative authority or other relevant regulatory or funding bodies.

- (c) The Trust requires the Agent to submit:
- i. Performance monitoring information in respect of housing management and (as applicable) repairs in the format, frequency and to deadlines as specified by the Trust.
 - ii. Annual self-certification of areas of governance and probity, in a format requested by the Trust, to be submitted with annual audited accounts or financial statements.
 - iii. Details of tenancy audits undertaken on the Occupants of the Property annually by the Agent.
 - iv. Any other housing management and (as applicable) repairs information reasonably required by the Trust from time to time.
- (d) The Trust shall provide the Agent each year with a proposed calendar of meetings and monitoring information requirements. The parties shall meet at least annually to review the operation of this Contract.

25. General Terms and Conditions

Both the Trust and the Agent shall:

- (a) Inform the other of any changes to their legal status.
- (b) Pass on to the other within seven days of receipt a copy of any statutory Notice received or served in respect of the Property.
- (c) Notify the other immediately of any significant incident or complaint concerning the Property or an Occupant which could lead to adverse publicity, legal or

regulatory action, has resulted from or could result in a risk to the health and safety of the Property or Occupants or is related to an Occupant's self neglect or the need for Safeguarding.

- (d) Within five working days provide to each other a response to information requests which have originated through external stakeholders or regulatory bodies, not limited to but including Members of Parliament, Government Offices, Local Authorities or similar.
- (e) Not do anything or knowingly permit anything to be done in the Property which would invalidate any insurance taken out by either party or which would increase the premiums payable.
- (f) Respect the confidentiality of information concerning the Occupants which may from time to time become available to them and comply in all respects with the requirements of the General Data Protection Regulation (GDPR) insofar as it relates to the Occupants and the Property.
- (g) Indemnify each other in respect of any costs, damages, losses, expenses or liabilities incurred as a result of the breach or non- performance or non-observance of its obligations under this Contract.
- (h) The Agent may not assign its rights or obligations or any of its benefits under this Contract without first informing the Trust and obtaining its written consent.
- (i) The Trust and the Agent shall comply with statutory and regulatory obligations which affect the Property both now and in the future including but not limited to the requirements of:
 - i. the Health and Safety Acts and the Health and Safety Executive
 - ii. all Acts relating to discrimination on the grounds of sex, race or disability

- iii. all Acts relating to the provision of social housing and the regulations of the Trust's Regulators
- iv. regulations relating to Houses in Multiple Occupation
- v. Acts and regulations relating to the safety and supply of gas and electrical services and appliances at the Property
- vi. the requirements of the General Data Protection Regulation

26. Determination of disputes

(a) Initial Procedure

Should either party be dissatisfied with the performance of the other under the terms of this Contract or differences about the interpretation of the Contract, which cannot be resolved through liaison meetings, the following sequence of action will be pursued:

- i. Either party may request a meeting between the parties to review the working of the Contract with 10 days prior written notice requesting a meeting (or a shorter notice period if the parties agree). The written notice must specify the alleged breach.
- ii. If the issue remains unresolved as the result of such meeting then either party may request a meeting between a Manager of the Trust and a Manager of the Agent to resolve the matter. This meeting is to be held following 10 days prior written notice.
- iii. If the issue remains unresolved following such meeting of the Managers then a meeting to resolve the matter shall be arranged between a Director of the Trust and Chief Executive of the Agent.

(b) Appointment of a Mediator

If the issue remains unresolved after the procedure in clause 27(a) has been followed then the dispute or difference shall be referred by both parties to a suitably qualified independent mediator for settlement. The mediator shall be appointed by agreement between the parties or in default of agreement by the duly authorised officer of the Trust's Regulator. The mediation will be conducted in accordance with the requirements of the mediator. Any costs shall be borne as the mediator directs.

27. Termination

This Contract may be terminated as follows:

- (a) By either party giving written notice if the other should be formally dissolved, struck off by Companies House, cease operation, have its registration under the Housing & Regeneration Act 2008 withdrawn or where an Agent's legal status has changed and is incompatible with the Trust's charitable objects.
- (b) By either party forthwith if the Agent's support contract with the local authority or other funders is terminated.
- (c) By either party giving not less than three months' written notice where the other party fails to comply with a term of this Contract within 28 days of receiving a notice of non-compliance.
- (d) On the expiry of not less than one year's written notice given by either party to the other.

- (e) Notwithstanding the provisions of clause 27(c), in the event of gross or fundamental breach of this Contract with immediate effect by the service of written notice by one party on the defaulting party. Such gross or fundamental breach would include but is not limited to actions or omissions on the part of either party which seriously endanger the health and safety or well being of the Occupants or put the Trust in breach of legislation or with its Regulators.
- (f) Where the Trust is the leaseholder of the Property and that lease is determined for whatever reason, this Contract will be terminated in respect of that Property in timescales coterminous with the termination of the lease.

27.1 Procedure to be followed upon termination

- (a) At least four weeks prior to termination (whether of the whole Contract or in relation to an individual property only) a joint property inspection shall be carried out to determine outstanding works that may be the liability of the Agent. Timeframes for the Agent to complete works will be determined and if not fulfilled to the Trust's satisfaction then the Trust reserves the right to undertake such works and recharge the Agent.
- (b) Upon termination there shall be a full accounting between the parties and apportioned payments or repayments shall be made of all money paid in advance or arrears on a time basis.
- (c) Upon termination the Agent is required to provide or procure alternative accommodation for the Occupants. The Agent may approach the Trust for assistance in making alternative housing provision but the Trust will not be under any obligation to provide such alternative accommodation.

- (d) Upon termination the Agent is required to hand back the property/ies to the Trust with vacant possession, unless the termination of contract is as a result of the support service being re-tendered and there is a direction from the support service funders or commissioners for all or some of the Occupants to remain at the Property.

28. VAT

- (a) If the Housing Management and as appropriate Routine Maintenance Services which the Agent provides for the Trust under the terms of this Contract become subject to the payment of VAT, and are greater than the minimum for compulsory VAT registration threshold during the running of this Contract, the Agent shall register with H. M. Revenue and Customs (HMRC) for Value Added Tax and will pay VAT at the appropriate rate to HMRC.

29. Notices

- (a) Any Notice under this Contract shall be sufficiently served if it is sent by recorded delivery post addressed to the other party at its address recorded in this Contract or otherwise notified in writing to the other party and proof of posting shall be sufficient proof of service on the second day following the day of posting.

30. Employment Provisions

In this clause 30 the following definitions shall apply:

- “Agent”** Includes, for the purpose of this clause 30, any subcontractor or agent of the Agent save where the Trust is providing a warranty or any indemnity.
- “Disclosure and Barring Service”** means the Disclosure and Barring Service, which is an executive non-departmental public body, sponsored by the Home Office, and used by employers to check appropriate checks are carried out on employees, volunteers, contractors etc.
- “Employees”** means those employees, casual employees or other staff engaged by the Agent in relation to the Housing Management Services from time to time.
- “Liabilities”** means each and every direct, indirect or consequential cost, claim, liability, expense, loss or demand (including legal costs and other professional expenses on an indemnity basis.
- “Relevant Transfer”** means any transfer of Employees by operation of the Employment Regulations or otherwise in connection with this Agreement.
- “Second Agent”** means any person, company, or other business entity who undertakes all or part of the Services on the termination of this Agreement.

30.1 Disclosure and Barring Service

30.1.1 The Agent shall in respect of all Employees (including all potential employees but excluding any independent contractors or sub-contractors employed by the Agent) performing any of the Housing Management Services (each a “Housing Management Employee”) carry out such checks (including police checks), investigations and monitoring as are required to ensure compliance with Home Office Circulars, Disclosure and Barring Service requirements and good practice for the protection of Occupants.

30.2 Conduct and Fitness of Staff

30.2.1 At all times, the Agent shall:

- (a) Employ sufficient skilled and trained Employees to ensure that the Housing Management Services are at all times and in all respects provided in accordance with this Agreement and in a professional, safe, efficient and effective manner
- (b) Adopt and enforce suitable policies to ensure that the Employees observe the highest professional and personal standards.
- (c) Maintain discipline and good order and procure that the Employees do not engage in behaviour or activities which are or could reasonably be contrary or detrimental to the interests of the Trust in any material respect

30.2.2 If any Housing Management Employee is determined not to be medically or otherwise fit for his or her proposed duties in the Housing Management Services or the admission to the Property would in the reasonable opinion of the Agent be undesirable, the Agent shall procure that that person shall not be admitted to or shall be removed from the Housing Management Services.

30.2.3 The Agent shall immediately remove or shall procure the removal from the Property and or the Housing Management Services any Housing Management Employee:

- (a) whose behaviour or condition has been, or is, or will be, prejudicial to the good name and reputation of the Trust
- (b) who has been guilty of misconduct or negligence prejudicial to the good name and reputation of the Trust
- (c) who is not acceptable on the grounds of risk to themselves or to those persons whom that person may come into contact with.

30.2.4 The Trust shall be entitled to require the removal of or refuse to admit any Employee pursuant to sub clauses 30.2.2 and 30.2.3 or such other appropriate remedial action as the Trust reasonably requires by serving written notice on the Agent. This notice shall specify the grounds upon which and a time limit within which such action is required to be taken. Unless this notice is withdrawn by the Trust, the Agent shall on the date of the expiry of the time limit advise the Trust of what action has been taken.

30.2.5 The Agent shall indemnify the Trust, its agents and subcontractors from and against all Liabilities awarded against or incurred by the Trust, its agents and subcontractors in relation to such action, save where any liability arises as a result of any negligence on the part of the Trust or its agents or sub-contractors and such liability is accepted by the Trust.

30.3 General Indemnity

The Agent shall indemnify the Trust, its agents and subcontractors from and against all Liabilities awarded against or incurred by the Trust, its agents and subcontractors as a result of or in connection with any claim by any person engaged by the Agent its agents and/or subcontractors in relation to the Property and or the Housing Management Services, save where any Liability arises as a result of any negligence on the part of the Trust or its agents or subcontractors and such liability is accepted by the Trust.

30.4 Termination of the Agreement

30.4.1 The Agent warrants that it will use its best endeavours to procure that:

- (a) The termination of all or part of this Agreement for whatever reason shall not constitute Relevant Transfer for the purpose of the Employment Regulations and
- (b) No employees will transfer to the Trust, its agents and or subcontractors.

30.4.2 The Agent shall indemnify the Trust, its agents and subcontractors from and against all Liabilities awarded against or incurred by the Trust, its agents and subcontractors as a result of any breach of the warranties in clause 30.4.1.

30.4.3 Without prejudice to the warranties given by the Agent in clause 30.4.1, the Agent shall not in the six-month period prior to the termination of the Agreement or, if earlier, once the Agent has received written notification of such termination:

- (a) Enter into or offer a contract of employment or a contract for services with any person, Association, Company or other business entity in relation to the Properties and or the Housing Management Services without the prior written consent of the Trust.
- (b) Vary the terms and conditions of the Employees save where such change is required by law or to give effect to a pre-existing contractual obligation or where it has the consent of the Trust.

30.4.4 Without prejudice to the warranties given by the Agent in clause 30.4.1, if any of the Employees transfer or allege that they transfer by operation of the Employment Regulations at any time to the Trust, its agents and or subcontractors (the “Affected Employees”) then the Agent shall:

- (a) Disclose in writing to the Trust all material facts and matters relating to or concerning the employment or engagement of the Affected Employees including but not limited to their respective ages, length of service or engagement, notice periods, personnel files including disciplinary records, grievance records, tax records, details of all deductions from salary or remuneration, training records, health and safety records, actual hours of work or terms and conditions of employment or engagement benefits, pay, enhancements, pension details, policies, any loan agreements, any policy of insurance in place to cover Liability for the personal injury of the Affected Employees, consent forms given under the General Data Protection Regulation or other agreements or arrangements or understandings in respect of each of them and any variation thereto agreed with or imposed upon any Affected Employees to take effect on or after the Relevant Transfer.

- (b) Comply fully with all its obligations under Regulation 13 of the Employment Regulations and Section 188 and Section 193 of the Trade Union Labour Relations (Consolidation) Act 1992 (as in force from time to time) where applicable.
- (c) Disclose in writing to the Trust full details of any existing or threatened or pending litigation or dispute (including any industrial action) relating to the Affected Employees.
- (d) Discharge its obligations to pay all salaries, wages, commissions, bonuses, remuneration, overtime pay, holiday pay, sick pay, and other benefits of employment and will disclose in writing to the Trust full details of any Liabilities for any such matters of which it is aware may arise after the Agent ceases to employ or engage those persons.
- (e) indemnify the Trust from and against any Liabilities awarded against or incurred by the Trust its agents and subcontractors in connection with any contract of employment, contract for services or collective agreement concerning any Affected Employee including without limitation any matter relating to or arising out of:
 - i. Any non-disclosure or breach of the warranties, indemnities and undertakings set out in Clause 30.4.4
 - ii. The Agent's rights, powers, duties and/or liabilities under or in connection with any such contract of employment, contract for services or any collective agreement to the extent that these transfer to the Trust and or the Second Agent by operation of the Employment Regulations.

- iii. Anything done or omitted to be done by or on behalf of the Agent its subcontractors or agents in respect of any contract of employment, contract for services, or any such collective agreements or any persons employed in relation to the Housing Management Services which will be deemed to have been done or omitted to be done by or in relation to the Trust and or the Second Agent by operation of the Employment Regulations.

- iv. Any claim by any trade union, staff association or other body representing the Affected Employees recognised by the Agent in respect of all or any of the Affected Employees arising out of the Agent's failure to comply with its legal obligations in relation to information and consultation to or with any such trade unions or staff association.

30.4.5 The Agent shall indemnify the Trust its agents and subcontractors from and against all Liabilities awarded against or incurred by the Trust its agents and subcontractors in relation to each and every Employee or former Employee whose employment does not transfer to the Trust or a Second Agent in relation to the relevant employee's contract of employment and/or termination of the employment.

Signed on behalf of the Trust by

Position in organisation

Dated

Signed on behalf of the Agent

Position in organisation

Dated

INDEX OF SCHEDULES

<u>SCHEDULE NUMBER</u>	<u>DETAIL</u>
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