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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 [2018];

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 Business Transfer Agreement / the Assured Shorthold Tenancy];

Contract Manager means specified in schedule 1 as being authorised to administer the Contract on behalf of the Council or such person as may be nominated by the Contract Manager to act on his behalf;

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;

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;

Employee Transfer Agreement means an agreed form agreement for the transfer of employees from the relevant Member(s) to the Company under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the delivery of the Services;]

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 schedule 3 as the same may be revised by agreement of the Parties;

Leased Accommodation means a [[self-contained] flat or house] forming part of the Premises over which Capital Letters owns a leasehold interest;

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 [];

Management Standards means the standards as set out in [Schedule 3 Part A];

"A" Members means the Members of the Provider designated as "A" Members in accordance with Articles 12.2 and 12.3 of the Articles of Association of the Provider from time to time;

"B" Members means the Members of the Provider designated as "B" Members in accordance with Article 12.3 of the Articles of Association of the Provider from time to time;

Material Breach means 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) [KPI trigger *eg. in any [●●] month period [(save during the first [●●] months following the Commencement Date)] failure to meet x KPIs*];
- (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;

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 Agreement;

Provider's Representative means the person for the time being appointed by the Provider and specified in schedule 1 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;

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;

Relevant Transfer means a transfer to which TUPE applies;

Relevant Transfer Date means a date on which the provision of the Services changes;

Schedule means a schedule attached to this Contract;

Services means the services to be provided as specified in schedules [2 – 6];

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 Agreement, 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;

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 a 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 on the Commencement Date;

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;

Variation means a change to this Contract or to the Services, made in accordance with clause 5;

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 for a period of [] years (subject to the provisions for early termination) (the **Initial Contract Period**).
- 4.2 The Provider shall be under no liability in respect of the provision of the Services prior to the Commencement Date.
- 4.3 Prior to the expiry of the Contract Period (whether the Initial Contract Period or any Contract Period further extended pursuant to this clause 4.3) the parties may agree in writing to extend the Contract Period for a further period of [] years.

4.4 Either the Council or the Provider shall submit a written notification to the other Party of any request to extend the Contract Period pursuant to clause 4.3 not less than [] year prior to the expiry of the Contract Period.

4.5 The clauses in the Contract will apply throughout any such extended period including without limitation this clause 4.

5 **Contract Variation**

5.1 This Contract may only be varied or modified if such Variation is in the form set out in schedule 5 (**Variation Notice**) and signed by the Contract Manager and the Provider's Representative.

5.2 If either Party wishes to vary this Contract then it shall serve on the other a 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 Council 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 Council;

5.3.5 any regulatory approvals which are required.

5.4 The Provider shall provide such information as may be reasonably required by the Council to consider the Change Analysis.

5.5 The Council shall within 28 Business Days of receipt of the Change Analysis notify the Provider whether or not it wishes to proceed with the Variation.

5.6 Where the Council requires formal approval of the Variation, this timescale in Clause 5.5 shall be extended to accommodate any approval process and the Council 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).

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 Council:

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 Council 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 "A" Members and "B" 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 The Council shall appoint a Contract Manager to act on behalf of the Council for all purposes connected with this Contract. Details of the person are set out in schedule 1.

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 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 the Provider shall manage the Leased Accommodation in accordance with the Management Standards as contained at Schedule [3 Part 1] **OR** Where it has been agreed between the parties 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 set out in Schedule [3 Part 2].

21 **Nomination Services**

21.1 Where it has been agreed between the Provider grants to the Council the right to nominate persons to the Accommodation in accordance with the Nomination Procedure at Schedule [4] to the Specification.

21.2 The Council agrees and undertakes with the Provider that all nominated persons 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 9 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 which will be agreed with the Council as appropriate for the Services under consideration.

26 **TUPE**

26.1 **Relevant transfers**

26.1.1 With effect from the Commencement Date the Transferring Employees shall be transferred from the Council to the Provider in accordance with the provisions of TUPE, and such transfer shall constitute and have the effect of a Relevant Transfer.

26.1.2 Where the provider of the Services or any of them (save on termination or expiry of this Contract) changes pursuant to an act of the Provider, the change in the identity of such provider shall constitute and have the effect of a Relevant Transfer. The Provider shall and shall procure that the new provider of the

relevant Services or any of them shall comply with all of its obligations under TUPE in respect of the Relevant Employees.

26.1.3 Where there is a change in the nature or scope of the Term Programme Services, such change may constitute and have the effect of a Relevant Transfer, in which event the Provider shall comply with all of its obligations under TUPE in respect of the Relevant Employees.

26.1.4 The termination of the Provider's employment whether in whole or in part or expiry of this Contract whether in whole or in part may have the effect of a Relevant Transfer, and in such circumstances the Provider shall comply with its obligations under clause 26.6 below.

26.2 Responsibilities on commencement

26.2.1 [The Council shall discharge all obligations and liabilities in respect of the Transferring Employees which were in its employment at the relevant time up to but not including the Commencement Date].

26.2.2 The Provider shall with effect from and including the Commencement Date assume and discharge all obligations and liabilities in respect of the Transferring Employees.

26.3 Indemnities

26.3.1 [The 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 or omissions in relation to the Transferring Employees prior to the Commencement Date.]

26.3.2 The Provider will indemnify the Council and keep the Council indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential awarded against or incurred or paid by the Council as a result of or in connection with any claims arising from:

- (a) any act, fault or omission of the Provider in connection with the Transferring Employees or any representative thereof; or
- (b) any step or measure that the Provider envisages in relation to employees affected by this Contract.

26.4 Employee records

26.4.1 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 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 Council at all reasonable times.

26.5 Termination

26.5.1 During the period of 12 months preceding the expiry of this Contract or immediately after the 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 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 Council the updated information; and
- (c) use all reasonable endeavours to co-operate with any other reasonable request made by the Council or any prospective tenderer concerning the TUPE Information.

26.5.2 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 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 Council.

26.6 Obligations on Termination

- 26.6.1 The Provider shall discharge all obligations and liabilities in respect of the Relevant Employees up to and including the Relevant Transfer Date.
- 26.6.2 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 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 Council and any New Provider against any loss caused to the 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 Council (whether relating to the number, identity or details of the Relevant Employees or otherwise) which occur prior to the Relevant Transfer Date.
- 26.6.3 The Provider shall indemnify and keep indemnified the 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 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.
- 26.6.4 The 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 Council in relation to the Relevant Employees.
- 26.6.5 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 26.6.1 to 26.6.5 inclusive and shall procure that each Sub-Contractor complies with such terms. the Provider shall indemnify the Council and keep the 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 Council to have reasonable access to the Provider's premises, Records and Staff (including providing such information and assistance as the Council may reasonably request) to enable the Council to inspect and review the Services generally, to meet its statutory duties and/or in the event that the Council has any concerns regarding the compliance with the Contract and any relevant statutory provisions.
- 29.2 Any information made available to the Council 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 Council may undertake contract reviews on an annual basis to review performance against the Contract as a whole. The 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 Council to carry out its contract reviews and provide all reasonable information required. Whenever an annual review is undertaken, the Provider and the Council 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 the Council 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 may direct.
- 32.2 Where a Default is capable of remedy, the Provider shall send the Council a remedy plan (**Remedy Plan**) within [2] 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 continued for more than [●●] days or occurred more than [●●] times in any [six (6)] month period or 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 continued beyond [●●] days or recurred more than [●●] times within the [six (6)] month period after the date of service, then the Council 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 continues for more than fourteen (14) days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, this Contract may be terminated by the Council.
- 32.5 In the event that the 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**).

- 33.2 The Provider's Log shall be in line with the Council's policy and procedures in place and as updated.

- 33.3 The Provider will report the data obtained by the Provider's Log to the Council by means of [a quarterly] report (to be provided no later than ten (10) Business Days following the end of each [Quarter]) or more frequently if requested by the Council.

- 33.4 [All complaints should be dealt with and resolved appropriately by the Provider and any serious complaint that cannot be resolved shall be notified to the Council as soon as reasonably practicable so that the Parties can co-operate and endeavour to satisfy the complainant.]

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 in accordance as set out in Schedule 6.

- 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 Agreement will be reviewed by the Council's finance staff to ensure that all amounts due have been correctly calculated in accordance with this Agreement.

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 (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 the Council's 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, certify to the Council 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 Council or any other public body or any person employed by or on behalf of the Council 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 Council 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 Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council 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 Council's 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 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 Council has 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 Agreement 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 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 Each of the parties shall ensure that, to the extent that it stores and processes Personal Data in connection with this Agreement, it shall comply with the provisions and obligations imposed on it by the Data Protection Legislation.

45.4 The Council will:

45.4.1 Act in the capacity of Data Controller of any Shared Personal Data processed by the Provider in the performance of the Services; and

45.4.2 Be responsible to third parties for such Shared Personal Data, including the individuals to whom the data relates.

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 Agreement and only to the extent and in such a manner as is necessary for discharging the Provider's obligations under this Agreement, 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 Agreement 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 Agreement 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 Agreement 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 with the approval of the Council, such approval not to be unreasonably withheld or delayed the Provider shall not make any press announcement or publicise this Contract or any part thereof in any way. 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 agreed between the Council and 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 "A" Members or "B" 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 the 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 Council 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 £[●] 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;
 - 53.2.2 professional indemnity insurance cover for an amount of not less than £[●] 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 £[●] 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 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 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 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 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 the Council's rights under this Agreement) 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 Council 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.

Schedule 1

Contract Manager and Provider's Representative

Schedule [2]**Procurement Services**

- 1 The Provider will source suitable Accommodation [and, for Leased Accommodation, enter into head leases with the property owners, for a maximum of [months/years] with the Council having rights to nominate households to the Accommodation made available by the Provider.
- 2 [The 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].]
- 3 All Accommodation acquired shall meet the standards set out in Schedule 9, [and shall normally contain all of the White Goods contained in Schedule 10 Part 1] [and normally be furnished in accordance with the Furniture Specification (Schedule 10 Part 2)], although there may be a requirement for some unfurnished Accommodation per annum. The Council shall notify the Provider of such requirements from time to time.
- 4 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.
- 5 The Provider shall provide full details of all Accommodation acquired with such details as required in accordance with the Agreed IT System.
- 6 The Provider shall make available photographs of all Accommodation acquired.
- 7 The Council shall review the demand for temporary accommodation regularly, and notify the Provider if an increase or decrease in demand is anticipated, such review being in accordance with the Allocations Policy.
- 8 The following areas of types of property shall not be acceptable:
 - 8.1 [properties in high rise tower blocks]
 - 8.2 [studio flats]
 - 8.3 [properties above food shops/restaurants]
 - 8.4 The Council shall notify the Provider of any additional areas or types of property that will not be acceptable.

Schedule [3]

Part 1 – 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 Tenancy [and collecting all rents due under the Tenancy Agreements] [and shall commence court proceedings against the Tenant in arrears of Rent or in breach of other terms of his Tenancy Agreement]]
- 2 **The Provider shall:**
- 2.1 Visit the Accommodation on a regular basis at least once a month to ensure the Accommodation are occupied by the Tenant and to establish Tenant is complying with his obligation under his Tenancy Agreement 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 Tenancy Agreement 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 Tenancy Agreement
- 2.5 Take all reasonable steps to enforce the terms of the 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
- 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 [3]

Part 2 - Management Agreement between the Provider and a third party

[Management/Agency Agreement to be included]

Schedule [4]**Nominations Services****1 Nominations Procedure for Non-leased Accommodation**

1.1 [In accordance with the Allocation Policy and 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 [•] 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 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 [In accordance with the Allocation Policy and 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 [•] 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 [6 / 12 / 24] months' fixed term to the Nominee in the form of Assured Shorthold Tenancy Agreement as set out in Schedule [4] Part 2 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 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

Schedule [6]

KPIs

Schedule [7]
Variation Notice

Schedule [8]

Payment Provisions

[This will require separate provisions for each Service and a mechanism to adjust fees to account for services coming in and out or being expanded]

Schedule [9]**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.
- 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.
- 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 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.
- 1.7 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.
- 1.8 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 9 the relevant standard within that legislation shall apply as if it were incorporated within this Schedule. If legislation changes these standards to a lesser standard, these standards set out in this Schedule 9 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 standards shall apply
- 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 doors, designed to meet BS476 and Part 22,
- 3.12.4 If the kitchen adjoins a fire escape route, a half hour fire door complying with BS476, Part 22 shall be provided. 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 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 suitable safety glass,
- 3.12.6 A fire blanket shall be provided,
- 3.12.7 The preferred standard for smoke alarms shall be electrically operated interlinked smoke alarms installed to each floor complying with BS5839, Part 6 and conforming to Grade D, Type LD2,

- 3.12.8 As a minimum standard, and only at the absolute discretion of the Contract Manager, plug-in smoke alarms (such as that recommended by the Fire Brigade with a built in 10 year 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.

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.

- (b) A mirror and towel rail shall be provided.
- (c) 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**

- 5.1.1 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 [10] [Part 1]

White Goods

- 1 **Freezer Fridge**
- 2 **Cooker or oven and hob**

Schedule [10] Part 2**Furniture Specification****1 Furnished Properties**

1.1 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)

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