



dated

2018

Capital Letters

and

[Management Agency]

Management/Agency Agreement of Accommodation for Homeless Persons

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Draft () Dated []

Management Agreement

dated []

Parties

- (1) **[Capital Letters] Limited** (Company number []) whose registered office is at [] (the **Capital Letters**).
- (2) [] of [] (the **Managing Agent**);

Introduction

The Managing Agent has agreed to [lease certain residential premises to Capital Letters for use as temporary housing accommodation and to] manage Accommodation [by way of rent collection only] on behalf of Capital Letters.

1 Interpretation

- 1.1 Words importing the masculine gender only shall include the feminine and neuter gender where appropriate;
- 1.2 Words importing the singular number only shall include the plural number and vice versa;
- 1.3 Where a party comprises more than one person, the covenants and obligations entered into by that party are to be construed as having been made by all such persons jointly and severally;
- 1.4 Any reference to any statute shall (unless otherwise stated) include any re-enactment, consolidation and/or renewal thereof for the time being in force and any references to any statute or statutes in general shall include any order, instrument, plan, regulation, permission or direction made or issued thereunder or deriving validity therefrom.
- 1.5 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and references to a clause, sub-clause, schedule or paragraph are (unless otherwise stated) to a clause or sub-clause in and a schedule to this Agreement and to a paragraph of the relevant schedule.
- 1.6 The following expressions shall have the following meanings:

Accommodation means a Leased Accommodation or Non-leased Accommodation;

Agreed IT System means [the system procured by Capital Letters]

[Capital Lease Letters] means the Lease [entered into / to be entered] into between the Managing Agent and Capital Letters in respect of the Accommodation.]

Council(s) means the Councils that have nominated Tenants to the Accommodation as listed at Schedule 3

Cost shall mean the sum payable by Capital Letters for the Services as

	referred to in Schedule 1
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
[Furniture	means furniture provided by the Managing Agent as set out in Schedule 2]
[Landlord	means the person entitled to grant a lease of the Accommodation to the Managing Agent
Leased Accommodation	means a [self-contained] [flat or house] forming part of the Premises of which Capital Letters owns a leasehold interest
Lease Commencement Date]	means the date of the Capital Letters Lease
Nominee	means an individual who the Council has nominated to Capital Letters 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.
Premises	means such properties acquired or to be acquired by the Provider under the terms of this Agreement
Relevant Council	means the Council who has nominated the particular Tenant to which the clause refers;
Shared Personal Data	means the Personal Data shared by Capital Letters with the Managing Agent for the purposes of the Managing Agent discharging its obligations under this Agreement, which shall include but shall not be limited to names, addresses and contact details of the Client's tenants
Tenancy	means a tenancy in the form in Schedule 2 granted in accordance with Clause 4.
Tenant	means a Nominee who has accepted a Tenancy granted by Capital Letters in accordance with Clause 4.
The Term	the Term of years specified in Clause 2 (saving those provisions as to Clause 8).
Working days	means any day Monday to Friday (inclusive other than bank and

public holidays

Void Means any period of un-occupation of the Premises by a Tenant for any of the following reasons:-

- Determination of the Tenancy by the Tenant
- Death of a Tenant
- Eviction of or abandonment of Premises by the Tenant

White Goods Freezer Fridge, cooker or oven and hob

2 **Duration of Agreement**

This agreement will be for a period of [three/Five/Seven] years from the date of this agreement [or the termination date of Capital Letters' Lease, whichever is the later,] subject to clauses 8.1 and 8.2

3 **[Accommodation]**

3.1 The Managing Agent shall provide Accommodation which Capital Letters and the Managing Agent have agreed is suitable for the purposes of this Agreement.

3.2 If the Managing Agent wishes to terminate the leasehold interest in respect of any Accommodation on the grounds that the Landlord is not performing its obligations then it shall not do so without the consent of Capital Letters such consent not to be unreasonably withheld or delayed.]

4 **[Nomination]**

4.1 [As soon as practicable after the Managing Agent becomes aware that Accommodation will be available for letting it shall notify Capital Letters 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. Capital Letters will put forward a Nominee for the Accommodation. 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 Capital Letters in writing.]]

4.2 The Managing Agent 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 Managing Agent is present to conduct the viewing of the Accommodation.

4.3 As soon as practicable after the viewing referred to in Clause 3.3 Capital Letters will offer a Tenancy to the Nominee.

4.4 As soon as, and no more than 1 Working Day after, an offer of a Tenancy has been either accepted or refused Capital Letters shall notify the Managing Agent in writing by email of the following details:

4.4.1 full details of the offer of Tenancy made and whether it has been accepted or refused.

- 4.5 Upon the Managing Agent being notified in accordance with Clause 3.5 of a Nominee refusing an offer of Tenancy of Accommodation, the provisions of clauses 3.3 to 3.5 shall again have effect and shall continue to do so until a Nominee accepts a Tenancy of that particular Accommodation.

5 **Management and Maintenance**

- 5.1 Capital Letters 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] **OR** [and the [Managing Agent shall collect the rent] OR [the Council shall collect the rent] [and the [Managing Agent / the Council] shall commence court proceedings in the name of Capital Letters against the Tenant in arrears of Rent or in breach of other terms of his Tenancy Agreement and to offer all support and assistance to Capital Letters in the conduct of such proceedings by Capital Letters]]

- 5.2 [In respect of the Accommodation the Managing Agent agrees and is bound as follows:-

5.2.1 to comply with or procure the compliance by the landlord all of those duties covenants and responsibilities as set out in Section 11 of the Landlord and Tenant Act 1985. This includes (but is not limited to) putting and keeping in repair the structure and exterior of the Accommodation and/or the buildings in which the Accommodation is situated and putting and keeping repair and proper working order the installations within the Accommodation (and buildings) for the supply of water, gas, electricity and for sanitation.

5.2.2 to maintain the non-structural internal parts of the Accommodation's White Goods furnishings fixtures and fittings in good repair and proper working condition.

5.2.3 to put and keep the interior of the Accommodation in good decorative order to the reasonable satisfaction of Capital Letters.

5.2.4 to allow Capital Letters by its officers agents or contractors access to the Accommodation for the purposes of inspection such access to be granted upon 7 days' notice save in the case of emergency when no prior notice is required.

- 5.3 The Managing Agent covenants with Capital Letters:

5.3.1 To visit the Accommodation on a regular basis at least once a month to ensure the Accommodation is 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.

5.3.2 To set up appropriate systems as necessary for the effective performance of the obligations in clause 5.2 including a 24 hour telephone access and to give such details to the Tenant.

5.3.3 To use all 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

- 5.3.4 To arrange if required for the Tenant to pay the gas electricity and other bills that are his responsibility under his Tenancy Agreement
- 5.3.5 On receipt of Tenant reasonable repair requests to inspect the Accommodation promptly undertaking necessary repairs and maintenance work in accordance with the provisions of this Agreement diligently within reasonable period of time except emergency work which shall be attended to immediately
- 5.3.6 To take all reasonable steps to enforce the terms of the Tenancy Agreement and to report in writing to Capital Letters promptly any matters of concern
- 5.3.7 Not to 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
- 5.3.8 To serve notice in the name of Capital Letters to determine the Tenancy upon request to do so by Capital Letters
- 5.3.9 To keep records as necessary including an events diary for the effective carrying out of the maintenance management duties and provide reports to Capital Letters on request and to attend any management meetings at the reasonable request of Capital Letters and on reasonable notice to provide access Capital Letters to its records, tenancy agreements and lease agreements and to keep such records in good order.
- 5.3.10 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
- 5.3.11 To notify Capital Letters 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 VII of the Housing Act 1996 (as amended).
- 5.3.12 To notify Capital Letters 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.
- 5.3.13 At the Managing Agent's cost to take such action to recover possession of the Accommodation as Capital Letters shall reasonably require.
- 5.3.14 To indemnify Capital Letters 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.
- 5.3.15 To 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 the Accommodation except where these are the responsibility of the Tenant.

- 5.3.16 To inform the Tenants that their personal belongings are not insured by Capital Letters or the Managing Agent and to encourage residents to take out individual contents insurance.
- 5.3.17 To comply with all statutory provisions relating to the Accommodation including without limitation all fire regulations;
- 5.3.18 To supply evidence of insurance held and the last premium receipts or certificates of insurance to Capital Letters on request.
- 5.3.19 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
- 5.3.20 To 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.
- 5.3.21 To enter into and keep in force throughout the Term a service contract with a Gas Contractor previously approved by Capital Letters 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 Capital Letters a copy of each contract entered into.
- 5.3.22 To 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 commencement of this Agreement 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 Capital Letters a valid annual Gas Safety Certificate and annual Electricity Safety Certificate for each year of the Term
- 5.3.23 To 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.
- 5.3.24 To keep any gardens forming part of the Building or the Accommodation tidy and hedges and grass regularly trimmed and cut
- 5.3.25 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

- 5.4 The Managing Agent further agrees to take reasonable steps to facilitate such communication as may be necessary between Tenants and Capital Letters and to offer such support and advice as may be practicable to assist Tenants to settle into Accommodation and take up offers of rehousing.]

6 Vacancies and Voids

6.1 The Managing Agent covenants with Capital Letters:

- 6.1.1 To notify Capital Letters promptly in writing if the Accommodation is vacant or likely to become vacant
- 6.1.2 To notify Capital Letters in writing forthwith on becoming aware that a Tenant is no longer residing in the Accommodation or the Accommodation being sublet or being overcrowded or the Accommodation being shared with unauthorised occupants or any change in Tenant s circumstances as may be relevant to the Council's obligations under Parts VI and VII of the Housing Act 1996
- 6.1.3 To control and arrange the security of the Accommodation from the commencement of this Agreement until tenanted and whenever during the Term 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 Capital Letters forthwith that the Accommodation is being ready for occupation. If the Accommodation require 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 Capital Letters
- 6.1.4 On each and every re-let following a Void to undertake necessary repair and maintenance work to ensure the Accommodation including [Furniture,] furnishing, carpet and fixtures meet the standards as required at the initial let which for the avoidance of doubt shall include newly certified gas and electricity certificate
- 6.1.5 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 Accommodation during any Void period where such Void periods results from vacation by a Tenant and the Accommodation not being made available for a new Tenancy.
- 6.1.6 To secure the Accommodation during a Void 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 require extensive repairs in which case such repairs are to be carried out within six weeks of such Void and to notify Capital Letters forthwith of the progress being made and when the Accommodation are ready for occupation

7 [Termination of Tenancies

- 7.1 When Capital Letters is notified by the Relevant Council that it has made any determination, decision, offer or other nomination to a registered social landlord under the

Housing Act 1996 in respect of a Tenant which it is material for the Managing Agent to know Capital Letters shall inform the Managing Agent of the determination decision offer or nomination as soon as is reasonably practicable.

7.2 In the event of the Relevant 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, once notified by the Council, Capital Letters shall notify the Managing Agent of this determination Upon receipt of written notification from Capital Letters the Managing Agent shall consider serving such notices as are required upon the Tenant as soon as permitted under the terms of the Tenancy

7.3 [Without prejudice to Clause 7.2 the Managing Agent may seek an order for possession of any Accommodation in the following cases:

7.3.1 [where in the reasonable opinion of the Managing Agent it is necessary to ensure that the Managing Agent is able to comply with its own obligations under the Capital Letters Lease of the Accommodation]; or

7.3.2 where in the reasonable opinion of the Managing Agent it is necessary in order to prevent the Tenant acquiring any different or additional security of tenure.]

7.4 In those cases where the Managing Agent does decide to commence proceedings for possession as set out in Clause 7.3 above it shall notify Capital Letters in writing within 7 Working Days of the decision giving full reasons and if appropriate providing information for taking the decision. Should the Managing Agent subsequently withdraw 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 Managing Agent shall further notify Capital Letters 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 Managing Agent obtains an order for possession which it intends to enforce it shall provide Capital Letters with written details as to why enforcement is being sought with Capital Letters prior to enforcement of the order.

7.5 Where possession proceedings are commenced by the Managing Agent pursuant to Clause 7.3 the Managing Agent 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 an incidental to the Managing Agent commencing those proceedings. However where possession proceedings are commenced pursuant to Clause 7.2 Capital Letters 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 pursuant to Clause 7.2 or Clause 7.3 Capital Letters will provide such documentation and assistance as the Managing Agent may reasonably require.]

8 **Determination and extension**

8.1 [This agreement will be terminated upon the termination of Capital Letters' Lease, howsoever occurring by agreement of the parties **OR** this Agreement will terminate at the end of the Term unless the parties agree in writing and save as provided in the following clauses 8.2 to 8.4].

8.2 Prior to the expiry of the Term the parties may agree in writing to extend the Term for a further period of [] years.

8.3 Either the Managing Agent or Capital Letters shall submit a written notification to the other Party of any request to extend the Term pursuant to clause 8.3 not less than [] months prior to the expiry of the Term.

8.4 The clauses in this Agreement will apply throughout any such extended period including without limitation this clause 8.

9 **Waiver**

Any failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a variation of them or constitute a waiver of the right at any time to enforce all terms and conditions of this Agreement except where expressly agreed in writing between the parties.

10 **Confidentiality**

10.1 Capital Letters will disclose to the Managing Agent all information that the parties agree is necessary for the proper performance of the Managing Agent's obligations under this Agreement. Capital Letters shall promptly notify the Managing Agent of any material change to the information provided.

10.2 Both parties will keep confidential any information which is obtained during the course of performing the obligations relating to the other party's business and will not during the course of this Agreement or at any other time thereafter, disclose such information to any other person, without the prior written consent of the other party, save to the extent that the disclosure of the same is required by law.

10.3 All information, advice, written, or oral, made available by either party to this Agreement to the other shall be provided for the sole purpose of this Agreement and shall not be disclosed to a third party without the prior written consent of the other party.

10.4 Neither party shall be held in breach of the foregoing provisions of this Clause if, prior to receipt from the other party, it is in possession of information which has already entered the public domain or has been obtained from a third party who is lawfully authorised to disclose the same.

10.5 On termination of this Agreement, the Managing Agent will immediately return to Capital Letters, any reports, documents or data in whatever form which he may have been supplied by Capital Letters and copies of the same which he may have made during the course of performing its obligations.

10.6 The parties agree to comply with the provisions of Data Protection Legislation and any amendment thereof.

10.7 Both parties shall ensure that its officers and employees comply with the provisions of this Clause.

10.8 This Clause shall remain in full force and effect notwithstanding any termination of this Agreement.

11 Data Protection

- 11.1 For the purposes of this clause 12, defined terms have the meaning prescribed under this Agreement or pursuant to the Data Protection Legislation.
- 11.1 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 12 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.
- 11.2 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.
- 11.3 Capital Letters will:
- 11.3.1 Act in the capacity of Data Controller of any Shared Personal Data processed by the Provider in the performance of the Services; and
 - 11.3.2 Be responsible to third parties for such Shared Personal Data, including the individuals to whom the data relates.
- 11.4 As Data Processor the Managing Agent shall at all times in respect of Shared Personal Data for which the Capital Letters is Data Controller:
- 11.4.1 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 Managing Agent to comply with any obligations in respect of the Data Subject's Rights;
 - 11.4.2 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 Capital Letters' obligations under this Agreement, as otherwise permitted by Capital Letters in writing; or required by law
 - 11.4.3 Ensure that in the event that Managing Agent is required to Process the Shared Personal Data outside of the terms of this Agreement by law, it shall inform Capital Letters of that legal requirement before Processing, unless the law prohibits the same on important ground of public interest;
 - 11.4.4 ensure that the Shared Personal Data is not transferred outside of the European Union without the prior written consent of Capital Letters, ensuring compliance with any conditions attached to that consent;
 - 11.4.5 ensure that it does not engage another Data Processor without prior written authorisation from Capital Letters 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.

- 11.5 The Managing Agent 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 Capital Letters 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.
- 11.6 The Managing Agent shall notify Capital Letters within two (2) business days if it receives:
- 11.6.1 a request to exercise the Data Subject's Rights; or
- 11.6.2 a complaint or request relating to Capital Letters' 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 Capital Letters.
- 11.7 The Managing Agent will provide all data in its possession as requested by Capital Letters from time to time in accordance with the timescale specified by Capital Letters in the event of Capital Letters receiving a request to exercise the Data Subject's Rights or a complaint or request relating to the Capital Letters' obligations under the Data Protection Legislation. Where Capital Letters requests data for the purpose of complying with such a request, the Managing Agent will retrieve the relevant data and provide a full copy of such to Capital Letters as soon as is possible but in any event within 4 Working Days of such a request being made.
- 11.8 In the event that the Managing Agent becomes aware of any unlawful Processing or a Personal Data Breach in relation to the Shared Personal Data the Managing Agent shall:
- 11.8.1 record the details of the suspected incident in a security incident log and immediately undertake an initial investigation into the suspected incident;
- 11.8.2 promptly, and within no later than 24 hours of becoming aware of the event, give written notice to Capital Letters with full details of such contravention; and
- 11.8.3 take no further steps in relation to the same until such time that it receives written instructions to do so from Capital Letters.
- 11.9 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.
- 11.10 The Managing Agent will on the determination or expiry of this Agreement or at such time that the Managing Agent no longer requires access to the Shared Personal Data for the purposes of performing its obligations under the same and at the request of Capital Letters either return to Capital Letters or securely destroy the Shared Personal Data (and all copies of such data) in the Managing Agent's possession.

- 11.11 Capital Letters shall on giving reasonable notice to the Managing Agent be entitled to request that the Provider provide evidence, and/or Capital Letters audit the procedures of the Managing Agent (which shall include the right to enter the Managing Agent's premises and/or view the Managing Agent's systems) for the purposes of ensuring compliance with this clause 11 and to take any reasonable steps to satisfy itself that the Managing Agent is so complying.

12 **Health And Safety**

- 12.1 The Managing Agent agrees to observe the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, all other regulations and approved Codes of Practice relevant to the obligations in this Agreement and amendments thereto and shall ensure that all persons engaged in the provision of the obligations and visiting any location comply.
- 12.2 Capital Letters shall be entitled to inspect the Managing Agent's premises on reasonable notice (but in any event not more than 24 hours) at any time during the Term and shall if deemed necessary or appropriate call for independent assessment via recognised professional agencies.
- 12.3 The Managing Agent must ensure that proper safeguards are in place to prevent accidents when carrying out its obligations under this Agreement.
- 12.4 The Managing Agent shall prior to the Start Date of the Agreement nominate a person to be responsible for health and safety matters and advise Capital Letters in writing of the appointment.
- 12.5 While at any establishment owned or occupied by Capital Letters, the Managing Agent shall at all times have regard to, and shall ensure that its employees comply with Capital Letters' general statement of safety policy and with the lawful requirements of Capital Letters' Safety Officer.
- 12.6 The Managing Agent shall ensure that its employees engaged in the carrying out of the Obligations are competent to perform their specific tasks and have received on site induction training on health and safety requirements.
- 12.7 The Authorised Officer shall be entitled immediately to suspend the carrying out of the Service or part thereof in the event of non-compliance by the Managing Agent with its statutory duties in respect of health and safety matters and its obligations under this Contract. The Managing Agent shall not resume the carrying out of the obligations or part thereof until the Authorised Officer is satisfied that the non-compliance has been rectified. In respect of any such period of suspension Capital Letters' rights under this Agreement with regard to employing and paying other persons to carry out the obligations or part hereof shall apply.

13 **Prevention Of Corruption**

- 13.1 Capital Letters shall be entitled to terminate this Agreement forthwith if the Managing Agent, its servants or agents with or without its knowledge has:
- 13.1.1 offered given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the

obtaining or carrying out of this Agreement or any other agreement with Capital Letters or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with Capital Letters; or

- 13.1.2 committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

14 **Freedom Of Information**

- 14.1 The Managing Agent acknowledges that the Council and Capital Letters are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council and / or Capital Letters (at the Managing Agent's expense) to enable the Council and / or Capital Letters to comply with these information disclosure requirements if requested by Capital Letters to do so.

- 14.2 The Managing Agent shall and shall procure that its sub-contractors shall

- 14.2.1 transfer the Request for information to Capital Letters as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information.

- 14.2.2 provide Capital Letters with a copy of all information in its possession or power in the form in the form that Capital Letters requires within 5 Working Days (or such other period as Capital Letters may specify) of Capital Letters requesting the information; and

- 14.2.3 provide all necessary assistance as reasonably requested by Capital Letters to enable Capital Letters 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.

- 14.3 Capital Letters shall be responsible in determining at its absolute discretion whether the commercially sensitive information and/or any other information:

- 14.3.1 exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

- 14.3.2 is to be disclosed in response to a Request for Information and in no event shall the Managing Agent respond directly to a Request for information unless expressly authorised to do so by Capital Letters.

- 14.4 The Managing Agent acknowledges that the Council and / or Capital Letters may acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of the FOIA (issued under section 45 of the FOIA November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information:

- 14.4.1 with consulting with the Managing Agent; or

- 14.4.2 following consultation with the Managing Agent and having taken its views into account.

14.5 The Managing Agent shall ensure that all information produced in the course of the Managing Agent relating to the Agreement is retained for disclosure and shall permit Capital Letters to inspect such records as requested from time to time.

15 Equal Opportunities

15.1 The Managing Agent will not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion, belief, age, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, The Equality Age Discrimination Regulations 2006, the Equality Act 2010 or any other legal requirement applicable during this Contract.

15.2 The Managing Agent will not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995 nor fail to comply with the duty under the Act in relation to the disabled person.

15.3 The Managing Agent shall as so far as practicable and to the satisfaction of Capital Letters follow practical guidance, recommendations and advice contained in the Commission for Racial Equality's Code of Practice for the Elimination of Racial Discrimination and the Promotion of Equality in Employment, the Equal Opportunity Commission's Codes of Practice for the elimination of discrimination against the disabled persons in the field of employment.

15.4 Where the Managing Agent carries out work on Capital Letters' premises alongside the Capital Letters' staff or has contact with the public under this Agreement, the Managing Agent will comply with Capital Letters' relevant policies and codes of practice in relation to employment and equal opportunity.

15.5 The Managing Agent will notify Capital Letters as soon as it becomes aware of any complaint or proceedings (whether civil or criminal) brought or likely to be brought against the Managing Agent alleging unlawful discrimination or any investigation of the Managing Agent's performance of this Agreement, by a body referred to in clause 13.2 in the event of any such complaint, proceedings or investigation the Managing Agent will cooperate fully and promptly with the body undertaking the investigation or bringing the proceedings.

15.6 The Managing Agent will indemnify Capital Letters against all costs, charges and expenses (including legal and administrative expenses and any compensation that Capital Letters is required to pay) arising out of any such investigation or proceedings as described in clause 14.5.

15.7 The Managing Agent will provide Capital Letters such information as Capital Letters may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.

15.8 In the event that the Managing Agent enters into any sub-contractor in connection with this Agreement, it shall impose obligations on the sub-contractors substantially similar to those imposed pursuant to this clause.

16 Payment

- 16.1 Capital Letters shall be responsible for payment to the Managing Agent as set out in Schedule 1.
- 16.2 In setting the Cost the Provider shall only recover an amount equal to the actual cost incurred by it in providing the management services as set out in this Agreement.
- 16.3 At the end of each financial period, being the period for which accounts are produced for Capital Letters, the operation of this Agreement will be reviewed by Capital Letters to ensure that all amounts due have been correctly calculated in accordance with this Agreement.

17 Value Added Tax

- 17.1 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.
- 17.2 The Managing Agent and Capital Letters agree to pay to the other any VAT properly chargeable.

18 Recovery of Sums Due

- 18.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Managing Agent (including any sum which the Managing Agent is liable to pay to Capital Letters in respect of any breach of this Agreement), Capital Letters may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Managing Agent under the Agreement or under any other agreement or contract with Capital Letters or with any department, agency or authority of the Crown.
- 18.2 Any overpayment by Capital Letters to the Managing Agent, whether of the Contract Price or of Tax, shall be a sum of money recoverable by Capital Letters from the Managing Agent.
- 18.3 The Managing Agent shall make any payments due to Capital Letters without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Managing Agent has a valid court order requiring an amount equal to such deduction to be paid by Capital Letters to the Managing Agent.

19 Liabilities

- 19.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 19.2 The Managing Agent shall indemnify and keep indemnified Capital Letters fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement in respect of any death or personal injury, or loss of or damage to property which is caused directly or indirectly by any act or omission of the Managing Agent. This clause shall not apply to the extent that the Managing Agent is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the

negligence or default of its staff or subcontractors, or by any circumstances within its or their control.

20 **Severance**

- 20.1 In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of this Agreement which shall remain in full force and effect.

21 **Notices**

- 21.1 Any notice served on either of the parties except where expressly provided for under the terms of this Agreement to be served by facsimile shall be sent by prepaid first class recorded delivery post and shall be deemed to have been received by the addressee within 48 hours of posting if sent in the case of Capital Letters to the Authorised Officer or in the case of the Managing Agent their named representative or such other officer or address as so notified from time to time by either party in writing.

22 **Disputes**

Any disputes or differences arising between the parties as to their expected rights, duties or obligations in connection with the subject matter of this Agreement shall be referred to the determination of an independent expert to be agreed upon by the parties or failing agreement to a person nominated for the time being by the President of the Chartered Institute of Housing. The decision of the said expert shall be final and binding on the parties and the expert's fees and expenses shall be payable as the expert directs.

23 **The Contracts (Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or persons other than the parties to this Agreement shall have any right under it nor shall it be enforceable by any person other than the parties to it under that Act.

24 **General**

- 24.1 The parties expressly agree that nothing in this Agreement shall in any way create a partnership between them.
- 24.2 The parties agree to abide to operate this Agreement in accordance with the respective confidentiality policy.
- 24.3 This Agreement is subject to variation necessitated by changes in legislation and any such change will only be implemented after consultation between the parties.

Schedule 1
Payment Provisions
[to be included]

Schedule 2

Furniture Specification

1 Furnished Properties

The requirements for furnished properties are:

- Cooker, fridge, freezer and appropriate number of units in the kitchen
- Dining table and chairs
- 2 or 3-piece suite as appropriate
- Beds (one double, two singles or one single dependent upon size of room)
- Wardrobe and chest of drawers in all bedrooms
- Curtains and/or nets on all windows
- Appropriate flooring to all floors
- Lampshades
- Bulbs (at the commencement of each tenancy and not otherwise)

2 Part Furnished Properties

The requirements for part furnished properties are:

- Cooker, fridge, freezer and appropriate number of units in the kitchen
- Curtains and/or nets on all windows
- Appropriate flooring to all floors
- Lampshades
- Bulbs (at the commencement of each tenancy and not otherwise)

**Schedule 3
List of Councils**

[Include the Councils nominating to the Accommodation]

Signed by or on behalf of the Managing Agent

Name of Organisation

Print Name and title

Signature

Date

Signed on behalf of Capital Letters.

Print name and title