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DATED \_\_\_\_\_ 2014

THE SHEFFIELD CITY COUNCIL

- and -

[.....]

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LETTINGS AGREEMENT  
(BACK-OFFICE)

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Gillian Duckworth  
Interim Director of Legal and Governance  
Sheffield City Council  
Town Hall  
Pinstone Street  
Sheffield  
S1 2HH

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## **CONTRACT FOR SERVICES**

THIS CONTRACT is made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and fourteen.

### **BETWEEN:**

- (1) SHEFFIELD CITY COUNCIL (“**the Council**”) of Town Hall, Pinstone Street, Sheffield, S1 2HH; and
- (2) [ **NAME** ] (“**the Association**”) whose registered office is situated at [ **address** ]

together herein after referred to as “the Parties”

### **RECITALS**

- A The Council manages and monitors a Choice Based Lettings Scheme.
- B The Council has agreed with the Association that the Association shall:
  1. have Back Office Access to the Council’s computer system for the administration of the Choice Based Lettings Scheme in order to advertise for letting pursuant to the Choice Based Lettings Scheme such Dwellings as the Association shall select for advertisement; and
  2. select prospective tenants for those Dwellings.

### **OPERATIVE PROVISIONS**

#### **1 DEFINITIONS**

- 1.1 In this Contract the following words shall have the following meanings:

“Alert Code”	means the alert code used by the Council’s computer system for the administration of the Choice Based Lettings Scheme to alert users to the system to the existence of further information relating to the Applicant , or members of the Applicant’s household;
“Applicant”	means a person who makes a Bid for a Dwelling which is advertised;
“Association’s Responsible Officer”	means <b>[insert job title and name]</b> of the Association or other officer of the Association from time to time notified in writing to the Council by the Association;
“Back Office Access”	means access by the Association to the Council’s computer system for the administration of the Choice Based Lettings Scheme for the selection of Prospective Tenants for the Dwellings under the Contract in accordance with Schedule 1;
“Bid”	means an expression of interest by an Applicant for a Dwelling which is advertised through the Sheffield Property Shop website
“Business Day”	means Monday to Friday 9.00am to 5.30pm in any week except public holidays and the Council nominated day;
“Choice Based Lettings Scheme”	means that the Lettings Policy and procedures incorporate the advertising scheme as described in the Allocation of Accommodation: Choice Based Lettings – Code of Guidance for Local Authorities issued by the Department for Communities and Local Government in August 2008;

“Contract”	means this contract between the Council and the Association ( including its Schedules and Appendices) ;
“Contract Fee”	means the sum ascertained in accordance with paragraph 9 of Schedule 1;
"Council Responsible Officer"	means the Head of Housing Commissioning or such other officer of the Council as shall from time to time be notified to the Association;
“DPA”	means the Data Protection Act 1998 ( as the same may be amended from time to time);
“Dwelling”	means any of the dwellings in the City of Sheffield which comprise the Association’s affordable rented housing stock;
“Environmental Information”	means environmental information as defined in Regulation 2(1) of the Environmental Information Regulations 2004;
“Environmental Information Regulations”	means the Environmental Information Regulations 2004;
“First Come First Served”	means the First Come First Served lettings band as described in the Lettings Policy;
“FOIA”	means the Freedom of Information Act 2000 (as the same may be amended from time to time);
“Homeless Nominee”	means a person nominated by the Council to a Dwelling being a person who has been determined by the Council to be a person to whom it owes a duty under legislation other than a duty under Sections 188 or 190 or 200 or 204(4) of the Housing Act 1996;

“Housing Register”	has the same meaning as when used in the Lettings Policy;
“Information”	means information as defined in Section 84 of the FOIA, and for the purposes of this Contract shall include Environmental Information except where the context of this Contract otherwise provides for it to be construed differently;
“Lettings Policy”	means an allocation scheme made in pursuance of the obligation of the Council under section 167 or 166A Housing Act 1996;
“Nominee”	means a person who is nominated to be housed in a Dwelling
“Nomination”	means the selection of an Applicant in accordance with the Lettings Policy to be the tenant of a Dwelling;
"Ombudsman"	means the Commission for Local Government in England established by the Local Government Act 1974 and an independent person appointed under a scheme made under Section 51 and Schedule 2 Housing Act 1996 or either of them;
“Personal Data”	means personal data within the meaning given to it in the DPA, which is acquired by or communicated to either party under the Contract;
"Priority Nominee"	means a Homeless Nominee or a person having been determined by the Council to be a person with a priority need as defined in the Lettings Policy and who is nominated by the Council to a Dwelling;

“Quarter”	means a period of three months beginning on 1 <sup>st</sup> April, 1 <sup>st</sup> July, 1 <sup>st</sup> October or 1 <sup>st</sup> January in any year;
“Sheffield Property Shop”	means the Council property shop website which supports people through the rehousing process, and helps them access social housing in the Sheffield area;
“Sheffield Housing Management Forum”	means the Quarterly meeting serviced by the Council attended by representatives of the Association and the Council;
“Skip”	means not to make an offer to an Applicant who is matched to a Dwelling because (1) they are not eligible (2) they have not passed tenancy checks (3) they are being offered another Dwelling (4) they no longer want the Dwelling;
“South Yorkshire Charter”	means the South Yorkshire Charter dated 2004 as amended or replaced from time to time which is attached at Appendix 2;
“Tenancy Check”	means the checks supplied to the Association by the Council in accordance with paragraph 5 of Schedule 1;

- 1.2 References to “Clauses”, “Schedules” and “Appendices” mean the Clauses of and Schedules and Appendices to this Contract.
- 1.3 The provisions of the Schedules and Appendices shall be binding on the Parties as if set out in full in this Contract.



- 1.4 Reference to the singular include the plural and vice versa and references to any gender include both genders.
- 1.5 References to a person include any individual, firm, unincorporated association or body corporate.
- 1.6 Reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and to any orders made under such provisions.
- 1.7 Headings are for ease of reference only.
- 1.8 Any reference to this Contract or to any other document shall include any permitted variation, amendment or supplement to such document.

## **2 COMMENCEMENT AND CONTINUATION**

- 2.1 This Contract shall be deemed to be effective from **[the date of the Contract/*insert date when Back Office Access commenced* ]**
- 2.2 The Association shall continue to have Back Office Access until this Contract is terminated in accordance with Clause 11.

## **3 CONDITIONS**

- 3.1 Subject to clause 3.3 below this Contract constitutes the entire agreement between the Association and the Council. If any provision of this Contract or part thereof should be found to be invalid, ineffective or unenforceable under any applicable statute or regulation, the remainder of the provisions shall stand in full force and effect.

3.2 In the event of any discrepancy or inconsistency between any document(s) forming the Contract, the Council Responsible Officer acting reasonably shall determine which document(s) shall prevail and shall issue appropriate instructions in writing.

3.3 Nothing in this Contract shall have effect to vary any nominations rights granted to the Council whether under the South Yorkshire Charter or any other nominations agreement.

#### **4 AMENDMENTS AND VARIATION**

4.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the Parties hereto.

#### **5 THE COUNCIL'S OBLIGATIONS**

5.1 The Council shall perform all the Council's obligations under this Contract.

5.2 The Council shall comply with its monitoring requirements contained in Schedule 1 Section 9.

5.3 The Council shall comply with all statutory provisions relating to this Contract including all prior and subsequent enactments, amendments and substitutions relating to any such provision and to any regulations made under it.

5.4 If the Council is considering altering the operation of or terminating the Choice Based Lettings Scheme the Council shall give the Association notice in writing of its proposals and shall have due regard to any representations about the proposals made in writing by the Association but shall not be bound by such representations.

## **6 THE ASSOCIATION'S OBLIGATIONS**

- 6.1 The Association shall comply with the Association's obligations under this Contract.
- 6.2 The Association shall promptly and efficiently perform all its obligations as set out in and in accordance with the provisions contained in Schedule 1 and, for the avoidance of any doubt, the Association shall comply with the payment provisions contained in paragraph 9 of Schedule 1.
- 6.3 The Association shall comply with its monitoring requirements contained in Schedule 1, Section 10 and shall where required under Schedule 1, Section 10.3 complete the Forms in Schedule 2 of this Contract.

## **7 CHANGES TO THE ASSOCIATION'S REQUIREMENTS**

- 7.1 The Association shall notify the Council of any material change to the Association's requirements under this Contract.
- 7.2 The Council shall use its reasonable endeavours to accommodate any changes to the needs and requirements of the Association (excluding for the avoidance of doubt any change to the South Yorkshire Charter or any other nominations agreement referred to in clause 3.3) and the Council shall be entitled to reasonable and proper payment for any additional costs it incurs as a result of any such changes, the amount of such additional costs to be agreed between the Parties acting reasonably and in writing prior to any change being made.
- 7.3 The change or changes referred to in Clause 7.2 shall be committed to writing signed by the Parties hereto in accordance with Clause 4 (Amendments and Variation) and attached to this Agreement.

## **8 MANAGEMENT**

- 8.1 The Council shall comply with all reasonable requests or directions of the Association's Responsible Officer under the Contract.
- 8.2 The Council shall address any enquiries about procedural or contractual matters in writing to the Association's Responsible Officer.
- 8.3 The Parties shall work together in good faith and in co-operation with a view to providing a high quality service.

## **9 ASSOCIATION'S EMPLOYEES AND SUB-CONTRACTORS**

- 9.1 The Association shall ensure that its employees and sub-contractors at all times are properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to their tasks and are suitable in all respects to perform its obligations under the Contract including without limitation by means of obtaining suitable references and undertaking Criminal Record and other appropriate checks.
- 9.2 The Association warrants to the Council that it will use reasonable endeavours to ensure that the obligations of the Association under this Contract will be performed by appropriately qualified, trained and suitable personnel with reasonable skill, care and diligence.

## **10 WARRANTIES AND INDEMNITY**

- 10.1 Without prejudice to any other remedy, if any obligation of the Association or part of it under the Contract is not performed in accordance with this Contract then the Council shall be entitled, where appropriate, to require the Association promptly to re-perform the relevant obligation or part of it without any cost to the Council and to the reasonable satisfaction of the Council.

10.2 The Council and Association shall each indemnify the other and keep indemnified the other against all actions, costs, claims, demands, proceeding costs, expenses and liabilities whatsoever arising directly or indirectly out of the other Party's failure to observe, perform or comply with any condition or obligation of that Party contained herein.

## **11 TERMINATION**

11.1 This Contract may be terminated by one Party giving to the other Party at least six months' notice in writing.

11.2 This Contract shall terminate if the Council adopts a Lettings Policy which does not include a Choice Based Letting Scheme and in the event of termination of the Contract under this Clause 11.2 the Council shall not be liable to the Association for any costs, expenses and liabilities whatsoever arising directly or indirectly out of the said termination.

11.3 In the event of any breach of this Contract by one Party (save for a material breach), the other Party may serve a notice on the Party in breach requiring the breach to be remedied (where capable of remedy) within a period specified in the notice, which shall be reasonable in all the circumstances and no greater than 28 days from the breach. If the breach has not been remedied by the expiry of the specified period, the Party not in breach may terminate this Contract with immediate effect by notice in writing.

11.4 In the event of a material breach of this Contract by one Party, the other Party may terminate this Contract with immediate effect by notice in writing.

11.5 The Council may terminate this Contract with immediate effect by notice in writing if at any time: -

11.5.1 any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Association; or

- 11.5.2 a supervisor, trustee in bankruptcy, receiver, administrator or administrative receiver taking possession or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within 7 days) in relation to the whole or any part of the assets of the Association; or
- 11.5.3 the Association ceasing to carry on its business or being or becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 11.5.4 an order being made or resolution being passed for the winding-up, bankruptcy or dissolution of the Association; or
- 11.5.5 possession is taken over any of the Association's property under the terms of a fixed or floating charge.

11.5.6 if the Association (or any representative of the Association) fails to:

- 11.5.6.1 disclose any serious misrepresentation in the supply, monitoring and management of information required by the Council in or pursuant to this Contract;
- 11.5.6.2 properly or lawfully use, manage or process any information received, acquired or accessed during the performance of this Contract; or
- 11.5.6.3 make available the correct proportion of properties for Nomination.

11.6 The Association may terminate this Contract with immediate effect by notice in writing if the Council adopts a Lettings Policy which does not comply with any code or guidance from time to time in force applicable to the Association issued by the Department for Communities and Local Government or the Homes and Communities Agency through its Regulation Committee (both as defined by the

Housing and Regeneration Act 2008) or otherwise or their successors and in the event of termination of the Contract under this Clause 11.6 the Council shall not be liable to the Association for any costs, expenses and liabilities whatsoever arising directly or indirectly out of the said termination.

11.7 Nothing in this Clause 11 shall affect the coming into force, or continuance of, any provision of this Contract, which is expressly or by implication intended to come into force or continue upon termination of this Contract.

## **12 CONFIDENTIALITY**

12.1 Each Party shall treat as confidential all information that it may obtain or receive in connection with the Contract and shall ensure that its employees, agents and sub-contractors do the same.

12.2 Information obtained from the Housing Register shall only be used by the Association for the purposes of selecting an Applicant who shall be offered a tenancy save in respect of that Applicant when the information may be retained for housing management purposes.

12.3 Without prejudice to clause 12.4 below, the Association shall provide to the Council all information in relation to this Contract in whatever manner, style and format requested by the Council.

12.4 Notwithstanding any other provisions of this Contract:

12.4.1 Each Party shall comply with the provisions of the DPA and shall be aware that any Personal Data shall not be disclosed except as required or permitted by the DPA.

12.4.2 Each Party and any agent or sub-contractor shall only undertake processing of Personal Data reasonably required in connection with the Contract and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and

- 12.4.3 Each Party shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to Personal Data.
- 12.4 Each Party shall indemnify the other Party against any actions, claims, loss, proceedings or costs incurred or suffered by such other Party arising from any breach of this clause 12.
- 12.5 Nothing in this clause 12 shall prevent either party from disclosing any information in accordance with guidance issued by the Secretary of State under Section 325(8) Criminal Justice Act 2003 (Multi-Agency Public Protection Arrangements (MAPPA) or any protocol made pursuant to that guidance.

### **13 ACCESS AND AUDIT**

- 13.1 Each Party shall provide access at all reasonable times to the other Party's internal auditors or other duly authorised staff or agents to inspect such documents as the other Party acting reasonably considers necessary in connection with this Contract and such access shall include without limitation access to the premises of the relevant party, and where appropriate speak to such other Party's employees.

### **14 TRANSFER OF RESPONSIBILITY ON EXPIRY OR TERMINATION**

- 14.1 Both Parties shall, at no cost to the other Party, promptly provide such assistance and comply with such timetable as may reasonably be required for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. It is agreed and acknowledged by the parties that such assistance shall be provided both prior to and for a reasonable period of time after the expiry or other termination of this Contract.



14.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of either Party which relate to this Contract.

14.3 Both Parties undertake that they shall not knowingly do or omit to do anything, which may adversely affect the ability of the other Party to ensure an orderly transfer of responsibility.

## **15 ASSIGNMENT AND SUB-CONTRACTING**

15.1 The rights and obligations under this Contract may not be transferred or assigned in whole or in part without the consent of the other Party in writing but nothing in this Contract shall prevent the Council discharging its obligations through any other agent as it shall in its absolute discretion determine.

## **16 THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

16.1 This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a Party to the Contract.

## **17 WAIVER**

17.1 No delay or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

## **18 NOTICES**

18.1 Any notice to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Association's Responsible Officer or to the Council's Director of Legal and Governance. Any such notice shall be deemed to be served at the time of delivery if delivered personally, 48 hours after posting if

sent by post, or 12 hours after proper transmission if sent by facsimile transmission.

## **19 FREEDOM OF INFORMATION ACT**

19.1 The Association acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and that any disclosure of Information required by law is not a breach of this Contract.

19.2 The Association may provide the Council with a schedule(s) of the Information or classes of Information that the Association considers is confidential and/or commercially sensitive or is a trade secret. The Association agrees that any schedule(s) listing confidential Information, commercially sensitive Information or trade secrets is indicative only and that the Council may be obliged to disclose the Information given in that schedule(s):

19.2.1 without consulting the Association, or

19.2.2 following consultation with the Association and having considered its views.

19.3 The Association shall use all reasonable efforts to assist the Council in their compliance with the obligations (pursuant to FOIA 2000 and the Environmental Information Regulations 2004) imposed on the Council, to the extent that such obligations relate to the Information held by the Council on behalf of the Association, or otherwise in connection with this Contract .

19.4 The Association shall provide the Council with a copy of all Information, including confidential Information, held by it on behalf of the Council, or otherwise in connection with this Contract, in the form that the Council requires within five working days of the Council's request.

- 19.5 The Association shall ensure that Information held on behalf of the Council, or otherwise in connection with this Contract is retained for disclosure and shall permit the Council to inspect such Information from time to time.
- 19.6 The Council shall ensure that Information held on behalf of the Association, or otherwise in connection with this Contract is retained for disclosure and shall permit the Association to inspect such Information from time to time.
- 19.7 The Association shall indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this Clause 19 by the Association.

## **20 HEALTH AND SAFETY**

20.1 Each Party shall at all times:

20.1.1 comply with all legislation applicable to such Party relating to health and safety at work together with all supporting codes of practice or other guidance;

20.1.2 observe and apply the provisions of such Party's Health and Safety Policy and the health and safety documents, systems and controls relating to the Contract;

## **21 CONDUCT**

21.1 Each Party shall ensure that the conduct of such Party's employees towards or in the presence of persons affected by the carrying out of the Contract (or otherwise coming into contact with such employees in the course of their carrying out the Contract) is at all times considerate and respectful. In particular each Party shall make reasonable endeavours to ensure that no employee of such Party:

21.1.1 harms or exposes to danger any person;

21.1.2 uses abusive or insulting language or behaviour towards or in the presence of any such person or discriminates against or harasses any such person by reason of or by reference to the colour, race, nationality or ethnic origin, age, sex, creed, disability or sexual orientation; or

21.1.3 displays any pornographic material

during the performance of this Contract.

21.2 In connection with this Contract neither Party shall unlawfully discriminate against any disabled person contrary to Section 33 of the Equality Act 2010.

## **22 EQUAL TREATMENT**

22.1 Each Party shall comply with its statutory obligations under the Equality Act 2010 and to that end shall adopt a policy to comply with those obligations. Accordingly, neither Party shall treat one group of people less favourably than another because of their colour, race, nationality, ethnic origin or other protected characteristics, in relation to decisions to recruit, train or promote employees.

22.2 Each Party shall set out its policy on equality and diversity:

22.2.1 in instructions to those concerned with recruitment, training and promotion;

22.2.2 in documents available to employees, recognised trade unions or other representative groups of employees;

22.2.3 in recruitment advertisements and other literature.

22.3 Each Party shall observe as far as possible the Commission for Racial Equality's Code of Practice on Racial Equality in Employment 2005, the Equal Opportunity Commission's Code of Practice – Sex Discrimination, the Disability Rights Commission's Code of Practice on Employment and Occupation 2004, and any other Codes of Practice issued by the Equality and Human Rights Commission,

which give practical guidance to employers and others on the elimination of discrimination in respect of protected characteristics and the promotion of equality of opportunity in employment, including but not limited to steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.

22.4 Notwithstanding any other provisions of the Contract neither Party shall be entitled to terminate the Contract by virtue of any breach by the other Party of this clause.

## **23 CORRUPTION**

23.1 If the Association or any employee or agent of the Association has in connection with the award or administration of the Contract or any other contract between the Association and the Council directly or indirectly offered, given or agreed to give any bribe, inducement, gift or reward and/or commits any offence under the Bribery Act 2010 the Council may terminate the Contract with immediate effect by notice in writing to the Association and the Council shall be entitled to recover as a debt from the Association any loss or expense resulting from the termination.

## **24 OMBUDSMAN**

24.1 Both Parties shall co-operate fully with any requests made by the Ombudsman in relation to an investigation relating to this Contract, including requests to view documents or premises or to interview employees.

24.2 In the event that:

24.2.1 an Ombudsman reports that injustice has been caused to a person aggrieved in consequence of maladministration; and

24.2.2 such maladministration has been caused or contributed to by the act or omission of the Council; and

24.2.3 the Association deciding on having such report laid before it to make a payment or provide some other benefit to such person,

the Council shall reimburse the Association the amount or a part of such payment or pay to the Association the reasonable cost or part of the cost of such benefit as the case may be as the Association acting reasonably may decide and the Association may deduct any such sums from any payment otherwise due to the Council under the Contract.

24.3 In the event that:

24.3.1 an Ombudsman reports that injustice has been caused to a person aggrieved in consequence of maladministration; and

24.3.2 such maladministration has been caused or contributed to by the act or omission of the Association; and

24.3.3 the Council deciding on having such report laid before it to make a payment or provide some other benefit to such person,

the Association shall reimburse the Council the amount or a part of such payment or pay to the Council the cost or a part of the cost of such benefit as the case may be as the Council, acting reasonably may decide.

## **25 RESOLUTION OF DISPUTE**

25.1 Without prejudice to any other rights which each Party may have under the Contract, either Party may register a dispute with the other by raising the matter with the other Party in writing (a “**Dispute Notice**”). A Dispute Notice shall set out brief particulars of the matter in dispute and the remedy or other outcome sought by the Party serving the Dispute Notice.

- 25.2 Within 10 Business Days of the serving of a Dispute Notice, the Council Responsible Officer and the Association's Responsible Officer shall meet and attempt to resolve the dispute.
- 25.3 If the dispute remains unresolved after the clause 25.2 meeting, the dispute shall be referred to the appropriate Executive Director of the Council and the Chief Executive (or similar) of the Association who shall meet within 10 Business Days of the clause 25.2 meeting to attempt to resolve the dispute.
- 25.4 If the dispute remains unresolved after the clause 25.3 meeting, the dispute may be referred by either Party or both Parties to a suitably qualified and neutral mediator (the "Mediator") for mediation pursuant to the procedure set out in clause 25.7. The Mediator shall be nominated jointly by the Council and the Association or, in default of such agreement or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Business Days from the date of the proposal to appoint a Mediator or within 10 Business Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other similar mediation provider to appoint a Mediator.
- 25.5 In the event of the dispute being referred to a Mediator the Party requesting the referral shall be responsible for paying the costs of the nomination of the Mediator. Following such a nomination, the fees accruing from the ongoing involvement of the Mediator shall be shared equally between the Parties.
- 25.6 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Association and its staff shall comply fully with the requirements of the Contract at all times.
- 25.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 25.7.1 the Parties shall within 10 Business Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to

be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other similar mediation provider to provide guidance on a suitable procedure;

25.7.2 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

25.7.3 if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

25.7.4 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

25.7.5 if the Parties fail to reach agreement in the structured negotiations within 60 Business Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

25.8 Nothing in this clause 25 shall prevent a Party from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

## **26. COUNCIL'S STATUTORY ROLE**

26.1 Nothing contained in this Contract or done hereunder shall affect the rights and/or powers of the Council as local authority, local planning authority or in any other capacity whatsoever under or by virtue of any legislation from time to time in force.



**27      LAW AND JURISDICTION**

27.1      This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

IN WITNESS of which the duly authorised representatives of the Parties have executed this Contract the day and year first before written.

Authorised to sign for and on behalf of the Association:

**Signature**

.....

Name in Capitals

.....

Position in Organisation

.....

Address in full

.....

Authorised to sign for and on behalf of the Council:

**Signature**

.....

Name in Capitals

.....

Position in Organisation

.....

Address in full

.....

## **SCHEDULE 1**

### **1. Back Office Access**

- 1.1 This agreement is between the Council and participating Associations who require Back Office Access to the Council's computer system for the administration of the Choice Based Lettings Scheme.
- 1.2 The Association is granted access by the Council to the Council's computer system for the administration of the Choice Based Lettings Scheme which enables them to upload adverts for Dwellings, match Applicants, make offers and let properties via the system.

### **2. Nominations arrangements**

- 2.1 When uploading a Dwelling for advertisement, the Association will choose whether the Dwelling is to be let by Nomination from the Lettings Policy or to the Association's own lettings policy (not a Nomination).
- 2.2 Dwellings will be advertised in accordance with
  - 2.2.1 nomination rights granted by the South Yorkshire Charter or other nominations agreement and the Lettings Policy; or
  - 2.2.2 the Association's lettings policy (as set out in Appendix [ ])
- 2.3 In the absence of any other lettings agreements and/or nominations agreements or any other local arrangements agreed with the Council, the Association agrees to let at least 50% of vacant properties to Nominations from the Council.
- 2.4 The Association will ensure that the Dwellings offered for Nomination represent a fair cross section of the Dwellings available as regards to type, size and location.
- 2.5 The Association will inform the Council when there is a change to the Association's lettings policy, or anything else which affects how the Association allocates Dwellings.

### **3. Advertising Procedure**

- 3.1 The normal advertising cycle will be Thursday 00:00 am until Tuesday 11:59 pm.
- 3.2 The Association will upload Dwellings for advertising by Wednesday 11:59 pm for inclusion in the next advertising cycle. The Association will be given notice by the Council of any occasions when the advertising cycle or arrangements are subject to change, e.g. due to Bank Holidays.
- 3.3 Dwellings will be advertised as clearly as possible and each advert should where possible include a photograph of the Dwelling or scheme in which it is located. For new developments, an artist's impression is acceptable.
- 3.4 The Association will ensure that a Dwelling to be advertised for Nomination is advertised as appropriate in accordance with the requirements of the Lettings Policy.
- 3.5 Each advert will clearly indicate the landlord of the Dwelling and whether the Dwelling is to be let according to the Lettings Policy or the Association's own lettings policy.
- 3.6 Adverts will clearly indicate any restrictions on bidding, e.g. age banding and/or where Dwellings have been adapted.
- 3.7 Adverts will clearly indicate who is eligible to bid and point out that the system may allow Applicants to bid who are not eligible and that Bids from non-eligible Applicants will be wasted. This information can be placed in the 'Further Information' section of the website.
- 3.8 Adverts should contain sufficient information to allow the Applicant to make an informed decision about whether or not to bid for the Dwelling.
- 3.9 Properties may be advertised during the 4-week notice period given by an outgoing tenant.
- 3.10 The Association shall only withdraw a Dwelling from letting once it has been advertised via the Choice Based Lettings Scheme in exceptional circumstances,

such as urgent management reasons or when the Dwelling is not available for letting due to major property repair issues or similar reasons.

- 3.11 Where there is more than one Dwelling of the same type in the same location, each individual Dwelling shall be advertised separately. Examples include where there are a number of flats with a similar description available in a multi-storey block or for new build schemes where several identical Dwellings may be on offer.
- 3.12 The validity and accuracy of the information provided on the system are the responsibility of the Association placing the advert and all enquiries about the Dwelling, the advert and the letting are the responsibility of the Association provided that such enquiries are referred to the Association by the Council.
- 3.13 A Dwelling may be advertised as First Come First Served if either it has been advertised or a similar Dwelling has been advertised in the previous four weeks and no acceptable Bids were received.

#### **4. Shortlisting and Offers**

- 4.1 The Association may access shortlists of Applicants who have bid for a Dwelling immediately following the end of an advert cycle.
- 4.2 Where the Dwelling is advertised in accordance with paragraph 2.2.2 the Association shall consider the bids for the Dwelling and make an allocation in line with the Association's lettings policy.
- 4.3 Where the Dwelling is to be let by Nomination from the Council the provisions of paragraphs 4.4 to 4.8 inclusive of this Schedule 1 shall apply.
- 4.4 An offer to a Homeless Nominee shall be made in writing and include the wording in Schedule 3 of this Contract or other appropriate wording from time to time provided by the Council explaining that the offer will discharge the Council's duties under the provisions of the Housing Act 1996 specified in the letter. These offer letters must be loaded into the Council's computer system for the administration of the Choice Based Lettings Scheme.

- 4.5 The Association will notify the Council if a Homeless Nominee rejects, or is deemed pursuant to paragraph 4.6 to have rejected, an offer of a tenancy. If requested by the Council, the Association will continue to hold the Dwelling available for one full business day following notification of the refusal to the Council.
- 4.6 A Nominee who delays his/her agreement to take up a tenancy of the relevant property, or does not contact the Association concerning the relevant property, for more than 2 full Business Days following the date of receipt of the offer of the Dwelling from the Association shall be deemed to have rejected the offer of the tenancy provided that where the Rent (Agriculture) Act 1976 applies the period of full Business Days shall be substituted with fourteen and in either case the Association shall continue to advertise the relevant property in accordance with this Schedule 1.
- 4.7 The Association shall not refuse a Nomination of a Priority Nominee except on grounds set out in the South Yorkshire Charter. One of the key objectives of the South Yorkshire Charter is to ensure that the Association takes their fair share of vulnerable people and does not avoid nominations involving those with priority need. A copy of the South Yorkshire Charter is attached at Appendix 2.
- 4.8 An Applicant must not be Skipped without a valid reason. The reason given for Skipping an Applicant and the notes made to explain the reason are visible to the Applicant and will be monitored by the Council.
- 4.9 When a Dwelling is let and a new tenancy granted, the Association must immediately update the system to complete the record of the letting.

## **5. Tenancy Checks**

- 5.1 The Association must in the case of a Dwelling advertised in accordance with paragraph 2.2.1 and may in the case of a Dwelling advertised in accordance with paragraph 2.2.2 request a Tenancy Check from the Council's Vacants Management Service before making any offer to an Applicant subject to the provisions of paragraph 5.3 below.

- 5.2 Tenancy Checks should only be requested for an Applicant being considered for an offer.
- 5.3 It is not necessary to request a Tenancy Check if there is an unexpired Tenancy Check on the system, providing that the Applicant does not have an Alert Code or a registration that requires validation. The expiry periods for Tenancy Checks are specified at paragraph 5.4.
- 5.4 The Council shall carry out the following Tenancy Checks on the Applicant to find out if:
- The Applicant owes rent arrears or other money to the Housing Revenue Account (information valid for 2 weeks)
  - A Notice Seeking Possession has been served or there is a Court Order other than for rent arrears (information valid for 3 months )
  - In accordance with paragraph 5.7 the Applicant has kept their current or former Council property in a satisfactory condition (information valid for 6 months )
  - The Applicant has behaved violently, abusively or otherwise antisocially (information valid for 3 months)
  - The offer is suitable for Applicants with an Alert Code, including considering information relating to the Applicants rehousing and support needs.
- 5.5.1 The Association in case of a Dwelling advertised in accordance with paragraph 2.2.1 will not proceed with offers unless the Applicant has passed the Tenancy Checks.
- 5.5.2 The Association in case of a Dwelling advertised in accordance with paragraph 2.2.2 will not proceed with an offer to an Applicant with an Alert Code without the agreement of the Council.
- 5.6 The Council will endeavour to supply the results of the Tenancy Check to the Association within 2 Business Days. Some checks may take longer in some circumstances. This obligation shall be deemed satisfied if during the financial year, the Council provides 90 per cent of Tenancy Checks within 2 Business Days.

- 5.7 In the case of an Applicant who is a tenant of the Council, the Council shall normally carry out an inspection of the dwelling occupied under such tenancy as part of the Tenancy Check.
- 5.8 The Association shall not Skip an Applicant prior to receiving the results of the Tenancy Check without the agreement of the Council.
- 5.9 The Council will supply the results of the Tenancy Check to the Association by the uploading of them into the Council's computer system for the administration of Choice Based Lettings Scheme.
- 5.10 The Council is responsible for ensuring that all information that it holds relevant to the Applicant or the future management of a tenancy is communicated to the Association pursuant to the Data Protection Act 1998. The process to ensure secure communication is described in Schedule 4 (The Tenancy Checks Communications Process).
- 5.11 Where the Housing Register identifies Applicants with specific support needs the Association shall ensure that appropriate support and assistance is provided.
- 5.12 The Association shall request an assessment by an occupational therapist if this is identified as a requirement for the Applicant.

## **6. Housing Register**

- 6.1 The Association shall check the information held by the Council's computer system for the administration of the Council's Choice Based Lettings Scheme with the Applicant to ensure that the household details are correct and that they are eligible for the Dwelling in accordance with the requirements of the Letting Policy. Applicants no longer eligible should be Skipped. All errors and omissions must be notified to the Council's Access to Housing Team, even if they do not affect eligibility, and the Council shall use reasonable endeavours to update the household details before an offer is made.



- 6.2 On line changes completed by the applicants will require validation by the Council before an offer of accommodation can be made – and will be included in the Tenancy Check. The Council will endeavour to update Applicants' registrations within 2 Business Days. This obligation shall be deemed satisfied if, during the financial year, the Council completes 90 per cent of requests within 2 Business Days.
- 6.3 The Council is responsible for maintaining the Housing Register and completing the application process.
- 6.4 The Association will not be able to amend housing applications on behalf of Applicants.
- 6.5 The Association will not be able to bid on behalf of Applicants.

## **7. System Maintenance and Management**

- 7.1 The Association will update the Council's computer system for the administration of the Choice Based Lettings Scheme promptly with the outcome of offers made and once a Dwelling has been let.

## **8. Advertisement**

- 8.1 The Association will be able to advertise low cost home ownership products, vacant garages and requests for mutual exchanges on the Council's computer system for the administration of the Choice Based Letting Scheme when the relevant modules are live. Where advertisement of low cost home ownership products results in a sale to a person on the Housing Register the Association shall notify the Council of such sale.

## **9. Contract Fees**

- 9.1 The Association will contribute towards the Council's cost of maintaining the Council's computer system for the administration of the Choice Based Lettings Scheme.
- 9.2 The Contract Fee for any year shall be a proportion of the total eligible costs based on the Association's stock size in Sheffield.

- 9.3.1 For calculation purposes, stock size in Sheffield only includes general needs and sheltered housing.
- 9.3.2 The contribution shall be calculated by the Council having regard to proportion of the number of Dwellings for general needs and sheltered housing managed by the Association in the City of Sheffield to the total number of dwellings for general needs and sheltered housing in the City of Sheffield, and the total costs of running the Council's computer system for the administration of the Choice Based Letting Scheme.
- 9.4 Eligible costs shall be all costs incurred in delivering the Choice Based Lettings Scheme, including (but not limited to):
- 0.3 FTE Housing Officer (staff cost related purely to system maintenance; updating the hosting and support system, log checking, developing and implementing the system)
  - hosting and support
  - 20 days system development
  - software support and maintenance
  - helpdesk for ICT support
- 9.5 The Association may request additional or one-off services (e.g. a particular upgrade or module), which will be paid for by the Association in addition to the Contract Fee. Costs will be agreed between the Council, relevant Associations and the software provider where appropriate.
- 9.6 The Association will be invoiced on an annual basis, based on actual eligible costs during the year. The Association will receive a breakdown of how the charge has been calculated.
- 9.7 The Council shall as soon as reasonably practicable after the end of any financial year submit an invoice to the Association in respect of the Contract Fee.
- 9.8 The Association shall pay the Contract Fee after the Council submits the invoice in accordance with the Council's payment terms provided that if the Association disputes its liability to pay any part of the Contract Fee the Association shall pay the

undisputed part within such period and the Council's Responsible Officer acting reasonably shall determine the Association's liability to pay the disputed part.

9.9 The Association shall pay the amount determined by the Council's Responsible Officer in accordance with paragraph 9.8 of this Schedule.

9.10 Where the Contract Fee or any sum due is not received by the Council within thirty days of the date of the invoice the Council may charge the Association interest from the day on which such sum first became due to the date of payment whether before or after judgement at the rate of 3% above the Council's bank's base rate for the time being.

9.11 The Association must inform the Council of any change to address and or contact name for invoicing purposes.

## **10. Monitoring**

10.1 The Council shall within 30 Business Days after the months of June, September, December and March in each year monitor performance in the preceding Quarter against the requirements of this Contract. Such monitoring will include, but is not limited to:

- % of Dwellings let to Nominees of the Council
- % of Dwellings let under the Housing Association's own lettings policy
- % of Dwellings let outside of the Choice Based Lettings Scheme
- % of Dwellings let to Priority Nominees
- Time taken for Tenancy Checks to be provided by the Council
- Time taken to update registrations when requested

10.2 If the Association continues to let a proportion of Dwellings to their own waiting list, advertised outside of the Choice Based Lettings Scheme, they will provide the Council with a report of all these lettings as in the agreed format of Schedule 2 within 5 Business days following the end of each Quarter.

10.3 Quarterly monitoring reports will be presented at the Sheffield Housing Management Forum and the Strategic Housing Forum. The Council may monitor and report on

other performance data related to this contract as and when it sees fit. Performance issues raised by either party will be escalated where appropriate.

10.4 The Council with assistance from the Association shall review the operation of the Contract annually.

10.5 An officer of the Association shall, at the request of the Council's Responsible Officer, attend meetings with the Council to present performance information and answer questions.

## **11. Training**

11.1 The Council will provide initial and on-going training (where appropriate) in respect of the Choice Based Lettings Scheme for Association partners.

11.2 The Association will ensure that appropriate staff attend the training.

11.3 If Association staff are unable to attend training they must give the Council 48 hours' notice of the cancellation. If notice is not provided, the Council may recharge the costs of the training to the Association.

11.4 Association staff must receive training before they are given their password to access the computer system for the administration of the Choice Based Letting Scheme such training to include without limitation training to the effect that staff must not share log in details and must be personally responsible for actions taken in the system under their own log in details.

11.5 The Association must inform the Council promptly of relevant staff changes so that log-in identities can be kept up to date and the security of personal data on the system maintained.

11.6 The Council will produce a user manual for use by the Association. To ensure consistency and good practice, the Association will adhere to the user manual. The Council will update the user manual periodically.

## **12. Complaints**

- 12.1 The Council and the Association will work together to address customer complaints, in accordance with the principles detailed in the Correspondence and Complaints Protocol (Schedule 5)
- 12.2 The Council will address any complaints and appeals that relate to the management and maintenance of the Housing Register, and to allocations concerning Council Housing, in line with the Council Housing Service Complaints Procedure.
- 12.3 The Association will address any complaints under this Contract, including without limitation complaints from Applicants arising from Skipping shortlisted Applicants.

**SCHEDULE 2**  
**Lets Outside CBL Monitoring Form**

## **SCHEDULE 3**

### **Wording of Offer Letters for Homeless Applicants**

Someone who is being housed with a Homeless Priority must be advised in writing that an offer of suitable accommodation is being made in discharge of the local authority's duty to them. At the offer stage they must also be advised of their right to appeal.

The following paragraph must be inserted into your current offer letter to fulfil our obligations under Part 7 of the Housing Act 1996.

#### *OFFER OF ACCOMMODATION MADE UNDER PART 6 HOUSING ACT 1996*

Address \_\_\_\_\_

#### **THIS IS A FINAL OFFER**

I am pleased to be able to offer you the above property. The offer is made under the provisions of the Housing Act 1996 Part 6, to discharge the duty owed under Part 7 of the Housing Act 1996. The Council is satisfied that the dwelling is suitable for you. If you accept the offer we will grant you a tenancy and the Council's homelessness duty to you will end.

If you refuse this offer the Council's homelessness duty to you may be ended. This will mean that no further offers of accommodation will be made on the basis of your homeless priority award and you will have to make your own arrangements for housing. If you are in temporary accommodation you will be contacted to notify you when you will have to leave the temporary accommodation address.

If you do not believe this property is suitable for you, or if you require more time to consider this offer of accommodation, you must contact the Homefinders Team at the Sheffield Property Shop on Tel: 0114 273 6272. You should not refuse this offer of accommodation before receiving advice from the Homefinders Team.

You have the right to request a review of the suitability of this offer of accommodation. If you wish to exercise this right you must contact your Homeless Officer within 21 days. If you do request a review, you will be informed at that time of the procedure for dealing with requests for reviews. You may wish to take professional legal advice, contact a Citizens Advice Bureau or approach the Sheffield Housing Aid Centre to assist you in making representations. Sheffield Housing Aid Centre is based at Howden House, 1 Union Street, Sheffield 1, telephone number 0114 273 5450.

You can accept and move into this accommodation whilst a review request is considered.

## **SCHEDULE 4**

Tenancy Checks Communications Process

## **SCHEDULE 5**

Correspondence and Complaints Protocol



## **APPENDIX 1**

Association's Policies Applicable to Lettings in Sheffield

## **APPENDIX 2**

South Yorkshire Charter

# ***SOUTH YORKSHIRE CHARTER***

**A PARTNERSHIP APPROACH BETWEEN THE LOCAL  
AUTHORITIES, HOUSING ASSOCIATIONS, ARMS LENGTH  
MANAGEMENT ORGANISATIONS AND THE HOUSING  
CORPORATION IN SOUTH YORKSHIRE.**

# **SOUTH YORKSHIRE CHARTER**

## **1. INTRODUCTION**

The Charter sets out the partnership approach between the Local Authorities, Housing Associations (HAs), Arms Length Management Organisations (ALMOs) and the Housing Corporation. Together we want to deliver the aims of the local, sub-regional and regional strategies and to provide a cohesive and strong voice at regional and national level. We want to gain resources to improve conditions for the population of the sub-region. In order to gain support for funding bids from the Local Authorities, HAs will comply with the Charter and the associated protocols.

## **2. Objectives of the Charter**

### **a) Working Together**

- Agree shared values enabling collaboration between Local Authorities, HAs, ALMOs, Housing Corporation and other stakeholders.
- Provide a model of good practice and best value for other partners such as the Developers' Forum and private lenders.
- Develop dialogue between all social landlords in the region.
- Provide consistency and an agreed model for wider engagement throughout the region

### **b) Local, Regional, Sub Regional Strategy**

- Provide links so that a cross sector approach can be taken to drawing up and implementing the local, sub-regional and regional strategies.
- Progress the objectives and priorities of key local, regional and sub-regional strategies
- Create openness and clarity between all partners.
- Support the need for all partners to be represented in appropriate forums.
  
- Use the South Yorkshire HA Forum as a vehicle for information sharing.

### **c) Regeneration and Investment Strategy**

- Provide clear strategic objectives for investment and to work jointly to develop a robust sub regional policy to generate the maximum inward investment.
- Make the links between adhering to the Charter and gaining support from the LAs for bids.
- Have a co-ordinated and consistent approach to working together.

### **d) Service Delivery/Good Practice**

- Work towards a customer centred and customer tested approach to service delivery.
- Provide the mechanism for information sharing on good practice.

### **3. TOGETHER WE WILL**

#### **a) *The Charter***

- Act as custodians of the Charter and contribute to the development and delivery of the charter.
- Deliver the ethos and principles of the Charter
- Demonstrate our commitment to working to achieve community cohesion, responding to issues within communities, and in developing strategies, policies and procedures. Each partner will consider positively how community cohesion can best be achieved.

#### **b) *Local, Regional, Sub Regional Strategy (Strategy & Investment Protocol)***

- Provide evidence from research, utilise extensive consultation data and make the links to regional and sub regional strategies.
- Monitor and use information collated from performance indicators.
- Positively support marketing, repositioning and raising the profile of social housing providers and their roles.

#### **c) *Regeneration and Investment Strategy (Strategy & Investment Protocol)***

- Take a lead role in piloting and forming different regeneration delivery vehicles.
- Access Transform South Yorkshire, Regional Housing Board, English Partnerships, Housing Corporation (ADP & New Tools), and other funding bodies.
- Demonstrate cost effectiveness, best value and innovation in funding and financing schemes.

#### **d) *Service Delivery/Good Practice (Nominations & Homeless and ASB & Tenancy Support Protocol)***

- Ensure appropriate nominations are made and accepted to enable strategic and legal obligations to be met.
- Ensure that nominations, allocations and lettings deliver the local, regional and sub regional strategic aims.
- Deliver effective tenancy and neighbourhood management including best practice on Supporting People and anti social behaviour on a local, sub regional and regional basis.

# **SOUTH YORKSHIRE CHARTER PROTOCOL: NOMINATIONS AND HOMELESSNESS**

## **Context**

The Local Authorities and HAs in South Yorkshire have some overlapping, but some different objectives and priorities. In delivering this protocol all partner organisations commit to having regard to others' priorities and objectives. In particular: the Local Authorities recognise the need for HAs to adopt different policies and procedures where community sustainability is at risk; and the HAs recognise the increasing difficulty faced by the LAs in meeting statutory duties, and the need to ensure the HAs comply with nominations agreements and accept a proportionate number of the LA priority applicants, including those to whom the LA has a statutory duty. This complies with S.213 of the 1996 Housing Act (as amended by the 2002 Homelessness Act) which states that where a request is made by a local authority to another relevant housing authority, to assist the local authority in the discharge of its homelessness duty, the housing authority approached will render such assistance as is reasonable in the circumstances.

## **1. CONFLICT RESOLUTION**

All frontline officers should be aware of the content of the protocol. Each partner commits to providing details of the charter to all relevant members of their organisation.

Frontline officers should be able to resolve any conflict between them by referring to the protocol. If the issue cannot be resolved then either party may choose to refer it to a senior officer.

Every partner to this protocol will have a named senior officer who will be the point of liaison on any difficulties arising from the operation of this protocol, names are supplied in **Appendix A**.

## **2. PREVENTION OF HOMELESSNESS**

All partners are fully committed to the Government's priority of preventing and reducing homelessness, and will work together to achieve this.

To deliver on that priority, within South Yorkshire we will do the following:

- LAs will offer sub regional training to HA staff on homeless legislation and local policies/procedures and will repeat this every 6 months to ensure new starters are brought up to speed.
- LAs will deliver on the sharing of information commitment in section 6 below
- LA named senior officer will help HAs raise general concerns they have about the effectiveness of tenancy support and related services, including for example, local policing, to reduce the likelihood of vulnerable people becoming homeless.
- HAs will consult the LA's Homelessness service, if there are serious breaches of tenancy, which are likely to lead to applying for a warrant to evict anyone who may later be found to be **not intentionally** homeless. The prime purpose of these actions is to minimise the possibility of the person being rehoused by another social landlord by ensuring the eviction process is sound and does not leave the LA in a position where it will later have a statutory duty because the person is not intentionally homeless. This element will only be fully successful if the training (above) is delivered.

### **3. TARGETS**

Within 1 month of the start of this protocol, then in March every year subsequently, each HA will agree a target with the relevant LA on the % of its total lettings that year (initially the remainder of the year) that go to priority “nominations”.

It will be at the HA’s discretion how that target is met, and in particular where there are sustainability issues they may reduce the % of nominations on any patch providing they increase it elsewhere within the LA Area. If the HA consider there are extenuating circumstances (e.g. a small level of stock) they can ask for their overall target to be revised and this will be considered positively whilst taking into account the need to facilitate.

Partners will ensure that they do not direct homeless people to their least desirable accommodation. They will also ensure that they do not assist fewer people from any particular group, for example single people/families or BME applicants. HAs and LAs will commit to providing an equality of service in the allocation of properties to all.

### **4. TARGET MONITORING**

HAs will self monitor and will report to LAs each quarter to local Housing Management Forum, bi-annually to local HA Forum and annually to SYHARP. HAs will report at least annually on performance to their boards.

Initially, LAs will monitor this lettings target in tandem with the nominations agreements. This will be reviewed after 12 months with a view to replacing the nominations agreements with lettings targets/SLAs.

### **5. INFORMATION SHARING**

LAs have a responsibility for ensuring that any information they hold about an applicant that may be relevant to the acceptance of a nomination or the future management of a tenancy is communicated to the HA.

### **6. THE NOMINATIONS PROCESS AND REFUSALS**

One of the objectives of the protocol is to ensure that HAs take their fair share of vulnerable people and ensure that they do not avoid nominations involving those with priority need who may struggle in their tenancies.

Therefore priority nominations will only be refused on one of the following grounds:

- The applicant does not meet the HA’s standards on household size or services for specific groups, for example disabled accommodation, ethnic specific accommodation, age restrictions.
- The applicant has caused nuisance or had a previous failed tenancy on the same estate or nearby
- The applicant has been abusive to the particular HA staff to the level where criminal proceedings could have been brought.
- The applicant has been evicted by the HA concerned. The applicant has left property prior to eviction, if this were likely to take place Because of debts accrued, because of a wilful refusal to pay rent. Where the protocol appears to conflict with the mainstream policies of any HA and where acceptance would cause an HA potential business difficulty, the HA may ask that the LA reconsider nominations. The nominating LA will consider such requests sensitively.

- There are other significant risks, for example a history of arson, **and** there are other ways in which the LA can meet its duties
- When an individual has support needs which could be better met elsewhere, whilst accepting that some people have support needs which cannot be met.

In any case where a potential refusal is not clear cut, the HA front line staff will discuss their reasoning in advance with LA front line staff and in some cases it may be necessary for a case meeting to be held. If the HA intends to refuse the nomination after that, the LA will be given the opportunity of making representations through the conflict resolution process referred to at 2.

#### **7. TENANCY AGREEMENTS**

The LAs will discuss positively any alternative types of tenancy (eg Assured Shorthold Tenancy) that may make it easier for successful tenancy management. These discussions will be within the context that certain tenancy types will still leave the LA with an ongoing duty to the homeless applicants. If the tenant has anything other than an assured tenancy the HA must contact the LA Homeless section to see if this has any impact.

#### **8. REVIEW OF PROTOCOL**

This protocol will be reviewed by SYHARP annually or at the request of any partner.

# **SOUTH YORKSHIRE CHARTER PROTOCOLS: ANTI-SOCIAL BEHAVIOUR (ASB) & TENANCY SUPPORT**

## ***Context***

We recognise the need to create sustainable tenancies and communities by providing support when necessary and taking action against those committing ASB. Partners will ensure all staff recognise the difference between people who require tenancy support and those who wilfully cause ASB.

## ***Tenancy Support***

Many of the people we house are picking up the pieces after a personal crisis, for example, vulnerable people such as younger people, people fleeing domestic abuse, people with drug and alcohol problems, or those with a history of offending. They are all particularly at risk of losing their homes through a crisis. The partners recognise that mainstream housing services need to embrace their needs and develop to reach them.

## ***Anti-Social Behaviour***

The government published a white paper that acknowledged that ASB is something which affects too many people in our communities. ASB can range from dropping litter to serious harassment, most people are therefore affected by ASB in some form. The partners will aim to prevent ASB and make sure that when it does occur it is challenged robustly and effectively.

The partners will;

### **1. Tenancy Support**

Focus attention on sustaining tenancies, partners must recognise that not all residents are able to maintain their tenancy without help and support. This may be either at lettings stage or if the need becomes apparent at any time during the tenancy.

Each organisation will commit to working with other agencies to give or seek advice, to enable them to provide the necessary support ensuring that vulnerable tenants do not become victims of, or, cause anti-social behaviour.

All partners also recognise that some individuals have support needs which could be better met elsewhere, and accept that some people have support needs which cannot be met.

### **2. Work positively with external agencies**

Make use of external agencies and services to try and resolve Anti Social Behaviour issues at the earliest stage. The organisations must recognise that they may not be able to deal with the issues alone.

The partners will work towards developing, making available and maintaining information on a sub regional basis that shows tenancy support provider's services and contact details.

### **3. Share good practice**

Publish a policy and good practice guide individually, whilst these may differ in the details, which set out how they deal with ASB and supporting people, Good practice and innovation will be shared within the group.

### **4. Information Sharing**



Develop a risk assessment, which can be shared between all partners. All partners have a responsibility for ensuring that any information held about an applicant, which may influence the support offered or the management of the tenancy is communicated.

Commit as a group to extending the range of the partnership to other agencies, for example South Yorkshire Police. The group will be used to lobby other agencies and build relationships.

Provide a database of frontline staff to be distributed through each organisation, attached at **Appendix B**. Relationships between these staff should be encouraged when dealing with tenants across different organisations.

## **5. Case Management**

Recognise it is good practice that the same officer deals with cases from the start. "Ownership" of the case remains with one person, even if other agencies or professionals are called in to help. If this is not possible the customer must always be aware of who the lead officer is and how they can be contacted.

Follow the same basic recording procedures. All cases are logged from start through to completion, ensuring thorough records are maintained to establish the full of the history of the anti-social behaviour.

The group will establish a shared set of definitions and work towards developing common ways of monitoring.

## **6. Design**

Aim to design out anti-social behaviour opportunities during scheme refurbishment, e.g rubbish dumping. In new developments design issues can be considered or improved by secure design methods. Exemplary schemes will be brought before the group.

## **7. Training**

Ensure that all staff are adequately trained and developed to be able to deal effectively with incidents of ASB, to identify when a tenant presents as vulnerable, and to know which external agencies can provide support and how to make good use of this help.

Assist in putting together a training package for use by all partners. The training should aim to ensure frontline staff have an understanding of how ASB & Tenancy Support operates in each of the South Yorkshire Local Authorities.

## **8. Monitoring**

Organisations will self monitor, a report from the group will be produced and presented yearly to SYHARP. The shared definitions will determine the methods of monitoring.

This protocol will be reviewed by SYHARP annually or at the request of any partner.

Representatives of the Partners will continue to meet quarterly to discuss new initiatives for dealing with ASB, maintain the sub regional partnership and monitor the implementation of the protocol.

# **SOUTH YORKSHIRE CHARTER PROTOCOL: STRATEGY & INVESTMENT**

## **CONTEXT**

We recognise the need to develop a cross sector approach to local, sub regional and regional strategies, particularly for investment and regeneration, in order to progress the objectives of the strategies and maximise inward investment.

We recognise the need for openness and clarity, for a consistent message for partners about the role of HAs and ALMOs, and the need to show how the four local authorities will involve associations in strategy as well as in current and future housing market interventions.

The Charter makes the links between adherence to its principles and support for partner bids for investment. We recognise the need for the use of extensive research, consultation and performance indicator information, in order to demonstrate and ensure best value and innovation.

## **STRATEGY**

The Partners will:

- liaise and consult during the local strategy development process, using existing fora to facilitate working solutions across boundaries and sectors
- ensure that the development of the sub-regional strategy involves the local fora as well as the sub-regional body
- ensure a cohesive sub-regional input to the Regional Housing Strategy by:
  1. comprehensive local and sub-regional liaison and consultation
  2. building a strong case for the sub-region as part of the sub-regional body's response to any consultation and involvement with the regional strategy
  3. participation in wider consultation and involvement events which are arranged on the housing, planning and economic strategies

## **INVESTMENT**

The Partners will:

- ensure their adherence to the Charter and its protocols, which will be taken into account when making investment and procurement decisions
- agree to open and transparent processes for making such decisions, consistent with agreed protocols
- prioritise the needs of the sub-region in determining future investment decisions
- work together to ensure that the 'local' response is also the best value solution

## **INFORMATION**

The Partners will:

- share information, research and consultation data which will assist in developing sub regional strategies and investment plans
- develop a set of performance indicators which will be monitored to ensure that sub regional strategic objectives are achieved

## **SOUTH YORKSHIRE HOUSING & REGENERATION PARTNERSHIP (SYHARP)**

The Partners will:

- agree that SYHARP will be the principal vehicle for sharing information and responding on a sub-regional basis to national and regional consultation
- agree and seek the appropriate level of representation from each sector in SYHARP
- ensure that SYHARP has the necessary representation and quality of information in order to approve investment decisions for the sub-region which can be recommended to the Regional Housing Board and the Housing Corporation

The Charter Partners are represented on SYHARP by:

**The four local authorities and a minimum of two HA partners, together with the Housing Corporation and Transform South Yorkshire**

## **SOUTH YORKSHIRE HA FORUM**

The Partners will:

- use the forum for all HAs with an interest in South Yorkshire to share information and to agree approaches and actions within the sector and with the local councils, the Housing Corporation, the National Housing Federation, Transform South Yorkshire and the local ALMOs. The Forum will be used to discuss investment approaches before submission to SYHARP and to discuss local and sub-regional strategies in order to ensure consistency of approach.

## **REGIONAL BODIES**

The Partners will:

- seek to attend the general meetings of the Yorkshire and Humberside Housing Forum (YHHF) and contribute to consultation events
- agree and then seek the appropriate level of representation from each sector on the other regional bodies
- seek representation on the working groups of the YHHF and disseminate information and progress back through the South Yorkshire HA forum

The Partners are represented on various groups, see **Appendix C** for details.

Regional Housing Board (Project Team)

The Charter partners will seek to ensure that the sub-regional input is fed from the South Yorks HA Forum, SYHARP and YHHF into the project team so that bids processed through SYHARP meet with regional approval.

Regional Housing Board

Charter partners will support getting sub-regional representation on the Regional Housing Board and will provide support and back up to that (or those) representative(s).

## **PARTNER REPRESENTATIVES ON FORUMS**

Partner representatives will:

- be suitable for the role, and able to devote the time and energy required
- arrange for a deputy if necessary and if possible

- prepare a note of the main points of the meeting, within **10** working days, for circulation to a mailing list of Partners, held by SYHARP