

Management Agreement between¹

A Registered Social Landlord (RSL)

and

Managing Agent

¹ This is the form for use when the Agent holds the SP contract and an RSL owns the building. An alternative is the “fully subcontracted” scheme though this is now rare

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Management Agreement

I. The Parties, Commencement and Interpretation

This agreement is made between the following parties:

I.1. (the RSL) which has its registered office at
.....

The RSL is a registered social landlord which is registered with the Housing Corporation under the Housing Act 1996 (Registration number....) and (*insert other as appropriate.*).

and

I.2. (the Agent) which has its registered office at
.....

The Agent is a Company limited by guarantee and is a Charity registered under the Charities Act 1993.

The Agent is registered with the Housing Corporation under the Housing Act 1996 (Registration number).

(delete, insert as appropriate) (insert other as appropriate)

I.3. This agreement commences on..... (*insert date of commencement*).

I.4. For the purposes of this agreement the words and phrases set out in the first column of clause 20 will bear the meaning given in the second column of that clause

2. The aims and objectives

2.1. The aim of the parties in making this agreement is to ensure high quality provision of housing services and support for the people who are occupying the Property covered by this agreement.

- 2.2. The RSL, as principal hereby appoints (insert name of Agent) as its Managing Agent, in respect of the Property to provide a housing management service to Occupants. The Agent will contract with the Supporting People Administering Authority to provide a support service to the occupants.²
- 2.3. The purpose of the agreement is to:
- 2.3.1 set out the terms for the provision of the certain Housing Management Services by the Agent
 - 2.3.2 set out the respective roles and responsibilities of the two parties ensure effective joint working and good liaison.

3. Duration and Variation

- 3.1. Option 1, (delete as appropriate)
This agreement is for a period of years from the commencement date stated in clause 1(c) above.
- 3.2. **Option 2, (delete as appropriate)**
This agreement will continue until it is brought to an end by notice given in accordance with the termination provisions of clause 19 of this agreement.
- 3.3. No variations to this agreement will be effective unless recorded in writing and signed by both parties.

4. General Terms

- 4.1. The Agent and the RSL agree that nothing in this agreement will in anyway create a partnership between them.
- 4.2. This agreement is intended by both the RSL and the Agent to constitute an enforceable and legally binding contract between the two parties.
- 4.3. This agreement may be amended at any time during its currency by written agreement between the RSL and the Agent and made in accordance with 3.3 above.
- 4.4. Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Thirds Parties) Act 1999 are expressly excluded from this agreement.

² Usually the SP arrangement is in place; indeed an Agent should not enter into such an arrangement without it; “will” imposes a high obligation on the Agent to accept any terms offered

5. Management

- 5.1. The Agent agrees that it will not use the Property for occupation by more than the number of Occupants specified in Schedule to this Agreement.
- 5.2. The Agent agrees to provide the Housing Management Services listed in Schedule of this agreement.
- 5.3. The Agent will not allow any member of its staff to reside in the Property without the prior written consent of the RSL (such consent not to be unreasonably withheld or delayed).
- 5.4. The Agent may not without the prior written consent of the RSL permit the Property or any part thereof to be used other than as a private dwelling (delete as appropriate) for an Occupant
- 5.5. The Agent may, with the prior written consent of the RSL, use part of the Property as office accommodation or where consent has been given under clause 5(3) or sleep-in accommodation. ***(delete as appropriate)***

6. Housing Management Standards and Responsibilities

- 6.1. The Agent agrees to provide the Housing Management Services to the standards specified in Schedule to this Agreement

The RSL will be responsible for:

- 6.2. Setting the rent or licence fee for the Units in accordance with its Rent Plan [on or before..... in each year].³
- 6.3. Setting service charges in consultation with the Agent which are sufficient to meet the anticipated costs of providing the RSL's services and the Agent's services to Units in the Property. ***(Delete if Agent has responsibility for setting service charge)***
- 6.4. Not more than three months and not less than one month before³ in each year the RSL shall give the Agent a written statement of:
 - 6.4.1 the actual cost to date incurred by the RSL in providing the Housing Management Services and any other services provided by the RSL under this Agreement in the current Financial Year
 - 6.4.2 an estimate of the cost of the RSLs services to be incurred for the remainder of the Financial Year and a budget of the cost to be

³ Dates are frequently mixed up

incurred in providing the Agent's services in the coming Financial Year. ***(Delete if RSL has responsibility for setting service charge)***

- 6.5. If the Agent makes written representations to the RSL about the proposed increase or decrease in the service charges the RSL shall give proper consideration to those representations and will within one month of receiving representations from the Agent give a reasoned written response to representations made. ***(Delete if Agent has responsibility for setting service charge)***
- 6.6. Informing the Agent of the new rent and service charge on or before.....in each year. ***(Delete service charge if Agent has responsibility for setting service charge)***⁴

The Agent will be responsible for

- 6.7. Selecting occupiers and allocating units in accordance with the selection and allocation policy attached as Schedule... to this agreement
- 6.8. Letting units and the signing up of Occupancy Agreements.
- 6.9. Discussing the contents of the agreement⁵ with occupants and/or their advocates.
- 6.10. Collecting all the rents and service charges due under the Occupancy Agreement on behalf of the RSL.
- 6.11. In consultation with the RSL, setting service charges which are sufficient to meet the anticipated costs of providing the RSL's services and the Agent's services to Units in the Property. ***(Delete if RSL has responsibility for setting service charge set out in 6.4)***
- 6.12. Not more than three months and not less than one month before in each year the Agent shall give the RSL a written statement of:
 - 6.12.1 the actual cost to date incurred by the Agent in providing the Housing Management Services and any other services provided by the Agent under this Agreement in the current Financial Year

⁴ Variable / fixed service charges and the risk the service charges might not be collected or found excessive by the LVT or the RAC should be considered

⁵ Even the standard FLAP has typos here reference should be to "Occupancy Agreement"; it is always worth checking for references to "licence/tenancy"

- 6.12.2 an estimate of the cost of the Agent's services to be incurred for the remainder of the Financial Year and a budget of the cost to be incurred in providing the Agent's services in the coming Financial Year. **Delete if Agent has responsibility for setting service charge)**
- 6.13. If the RSL makes written representations to the Agent about the proposed increase or decrease in the service charges the Agent shall give proper consideration to those representations and will within one month of receiving representations from the Agent give a reasoned written response to representations made **(Delete if RSL has responsibility for setting service charge)**
- 6.14. Informing the Occupants of the new rent and service charge on or before.....in each year.
- 6.15. Consulting with the Occupants on any proposed change in housing management as required by any statutory provision.
- 6.16. Administering the Occupancy Agreement on behalf of the RSL and using its best endeavours to ensure that the Occupants carry out their obligations under the agreement.⁶
- 6.17. Taking appropriate action in respect of breach of the Occupancy Agreement.

7. Tenure

- 7.1. The Properties covered by this agreement remain under the legal ownership of the RSL and the Occupants are the tenants/licensees (delete as appropriate) of the RSL.
- 7.2. The RSL will specify the terms of the Occupancy Agreement to be issued by the Agent in consultation with the Agent.
- Or** The Agent will issue Occupancy Agreements on behalf of the RSL using the RSL's standard format. **(delete as appropriate)**⁷
- 7.3. The Agent will not allow anyone into possession until they have entered into an Occupancy Agreement.
- 7.4. The Agent will ensure that all conditions of the Occupancy Agreement are explained to the Occupant in clear and understandable terms.

⁶ "Best endeavours" is a high legal standard it effectively requires the Agent to do everything in its power to make a third party do something; contrast with the "reasonable" obligation placed on the RSL

⁷ The Occupancy Agreement should acknowledge the agent as managing agent

- 7.5. A copy of the 'Occupancy Agreement' in the form specified by the RSL at the date of commencement of this agreement is attached at Schedule ...of this agreement. The Agent agrees not to vary the terms of the Occupancy Agreement without the prior written consent of the RSL.
- 7.6. The Agent will inform Occupants about their rights and obligations under the terms of the Occupancy Agreement and their more general rights and obligations as set out in the appropriate Housing Corporation Charter for residents in Supported Housing.⁸

Choose either 8(a) or (b)

8. (a) Legal Action (delete as appropriate)

- 8.1. The Agent is authorised in the name of the RSL to take and conduct any legal proceedings required in respect of breach of the occupancy agreement or to obtain possession of a Unit.
- 8.2. The Agent will notify the RSL in writing prior to any legal action being taken with the reasons for the action.
- 8.3. The RSL/Agent (**delete as appropriate**) will bear the cost of all proceedings for possession or breach of agreement. Any costs ordered to be paid by the occupier will belong to the RSL/Agent (**delete as appropriate**).
- 8.4. The Agent must notify the RSL at each of the following stages:
 - 8.4.1. Issuing of Notice of Seeking Possession (NOSP)/Notice to Quit (NTQ).
 - 8.4.2. Action taken following expiry of the notice
 - 8.4.3. Court dates
 - 8.4.4. Court decisions
 - 8.4.5. Bailiff warrant
 - 8.4.6. Eviction
- 8.5. The RSL in consultation with the Agent, reserves the right to take over conduct of proceedings in cases where the RSL acting reasonably, considers it necessary to do so.

8 (b) Legal Action (Option 2 delete as appropriate)

⁸ There is now only one charter, the Residents' Charter

- 8.1 In consultation with the Agent, the RSL will take and conduct any legal proceedings required in respect of breach of the occupancy agreement or to obtain possession of a Unit.
- 8.2 The RSL will bear the cost of all proceedings for possession. Any costs ordered to be paid by the Occupier will belong to the RSL.
- 8.3 The RSL must notify the Agent at each of the following stages:
 - 8.31 Issuing of Notice of Seeking Possession (NOSP)/Notice to Quit (NTQ).
 - 8.32 Action following expiry of the notice
 - 8.33 Court dates
 - 8.34 Court decisions
 - 8.35 Application for Bailiff Warrant
 - 8.36 Date set for Eviction

9. Policies and Procedures

- 9.1. The RSL and the Agent will comply with the relevant regulatory requirements laid down by the Housing Corporation from time to time in respect of matters covered by the terms of this agreement.
- 9.2. The RSL will inform the Agent of the relevant Housing Corporation regulatory requirements in respect of the Agents housing management responsibilities within (*insert timescale*).
- 9.3. On request, the Agent will provide the RSL with copies of its policy documents in the version current at the date of commencement of this agreement and relating to the following matters:
 - 1 Equal Opportunities
 - 2 Consultation and information
 - 3 Complaints procedure
 - 4 Selection and Allocation
 - 5 Harassment
 - 6 House rules
 - 7 Move on
 - 8 Confidentiality
 - 9 Health and safety

- 10 Tenure
- 11 Arrears
- 12 Eviction Policy (if 8a selected)
- 13 Possession procedures(if 8a selected)
- 14 Voids/bad debts

(delete as appropriate)

9.4. The Agent will carry out its duties under this agreement having regard to the provisions of those policies and will notify the RSL of any significant changes to those documents.

9.5. On request, the RSL will provide the Agent with copies of the following policy documents in the version current at the date of commencement of this agreement and relating to the following matters:

- 1 Equal Opportunities
- 2 Complaints procedure
- 3 Confidentiality
- 4 Maintenance
- 5 Possession procedures (if 8(a) selected)
- 6 Move on
- 7 Monitoring forms
- 8 Furniture provision
- 9 Rent setting
- 10 Tenure
- 11 Eviction procedure (if 8(a) selected)

(delete as appropriate)

9.6. The RSL will carry out its duties under this agreement having regard to the provisions of those policies and will notify the Agent of any significant changes.

10. Move on and Support Services

10.1. **The Agent will provide support to Occupants of the Property to the extent of the terms of the contract with the Supporting People Administering Authority (or other funder)(insert/delete as appropriate)**

10.2. Where it becomes apparent that an Occupant requires greater care or support than the Agent can provide, the Agent will be responsible for

exploring alternatives with the Occupant. The Agent may approach the RSL for assistance in making alternative provision which the RSL will, so far as reasonably practicable, provide. **(delete as appropriate)**⁹

10.3.

Option 1(delete as appropriate)

The RSL and the Agent agree to implement a move on strategy in respect of the Properties. The strategy applicable at the date of commencement is attached as schedule

Option 2(delete as appropriate)

The RSL agrees to provide units of move on accommodation per annum.

Option 3(delete as appropriate)

The Agent will use reasonable endeavours to identify suitable alternative accommodation for Occupants who wish to move on. At the written request of the Agent, the RSL will consider the provision of suitable alternative accommodation for any Occupant who is ready for independent living and no longer requires the support provided at the Property.

11. Financial responsibilities

Variant A¹⁰

The RSL and the Agent agree that:-

- 11.1. The Agent will retain a fixed management fee ofout of the rent collected. This fee will be paid to the Agent to cover the Housing Management Services which are the Agent's responsibility under the terms of this Agreement.

⁹ This clause is frequently amended to impose a higher duty on agents

¹⁰ Fixed price approach; in the interest of the RSL if rents are rising. This clause is frequently amended to show the Agent paying the fee – that means there is then a risk that this clause means the agreement amounts to a lease – this is of little concern when Adullam is the managing agent. The agent loses out from any increase in prices.

- 11.2. In calculating the net rent, which is payable by the Agent to the RSL the Agent shall make an allowance of (.....)% for rent losses from Units which remain vacant while re-letting occurs and bad debts from rent and service charge arrears which the Agent is unable to recover of the total money collectable by the Agent ('the Void Percentage').
- 11.3. The Agent will collect the rent and service charge due under the Occupancy Agreements and will pay the sum of to the RSL. This sum will represent :
- (i) the rent due from each Unit in the Property for the month/quarter less the agreed Agent fee and the Void Percentage, and
 - (ii) the service charge due from each Unit in the Property to the RSL, as agreed in the annual budget.
- 11.4. If the rent and service charge payable to the RSL by Occupants in the Property change during the Financial Year the Void Percentage shall be applied to the new total rents and service charges payable. The adjustment shall be made in the net rent payable by the Agent to the RSL at the end of the (month/quarter) (**delete as appropriate**) in which the rents or service charges were increased or decreased.
- 11.5. If the actual voids and bad debts during any Financial Year are less than the Voids Percentage the Agent shall be entitled to keep the balance of the Voids Percentage. If the actual voids and bad debts during any Financial Year are greater than the Voids Percentage the Agent shall be liable for the additional loss to the RSL. The Agent shall not be liable for void losses in respect of any Unit that have arisen because the RSL has failed to comply with its obligations under the terms of this Agreement.

Or

Variant B¹¹

- 11.1 The RSL will produce an annual budget showing the costs it anticipates it will incur in complying with its obligation under this Agreement including but not limited to costs of maintenance, major repairs sinking fund, mortgage payments or ground rent due on the Property, service charge expenditure incurred by the RSL and a management charge each year by (**insert date**).

¹¹ The risk here is that the RSLs costs might be high leaving the agent with very little – the agent might end up paying for the costs of management out of the (reducing) SPAA payment; a particular risk if interest rates rise. It is of most benefit to Agents where rents are rising.

The RSL will recover these costs from the rent charged and also from the service charges due where such costs are incurred by the RSL. If any shortfall in income collected occurs due to a failure of the RSL to adequately carry out its responsibilities defined under the terms of this agreement such a shortfall will be deducted from the RSLs costs.

- 11.2 The Agent will collect the rent and service charge due under the Occupancy Agreement and pay the sum of (*insert amount*) to the RSL the costs of the RSL as calculated in (a) above.
- 11.3 The Agent will retain the balance of all monies collected as a fee for housing management services provided, or as direct contribution to service charge costs incurred by the Agent.

Variant C¹²

Or

The RSL and the Agent agree that:-

- 11.1 The Agent will retain [.....]% of the rent collected as its management fee for the supply of the Housing Management Services which are the responsibility of the Agent under the terms of this agreement.
- 11.2 In calculating the net rent, which is payable by the Agent to the RSL under this condition the Agent shall make an allowance of [.....]% for rent losses from Units which remain vacant while re-letting occurs and bad debts from rent and service charge arrears which the Agent is unable to recover of the total money collectable by the Agent ('the Void Percentage').
- 11.3 The Agent will collect the rent and service charge due under the Occupancy Agreement and will, pay the sum of to the RSL. This sum will represent :
 - (i) the rent due from each Unit in the Property for the month/quarter less the agreed Agent fee and the Void Percentage, and
 - (ii) the service charge due from each Unit in the Property, as agreed in the annual budget.

¹² Sitra describe this as “sharing the gain and the pain”

- 11.4 If the rents and service charges payable to the RSL by Occupants in the Property changes during the Financial Year the Void Percentage shall be applied to the new total rents and service charges payable and the voids allowance provided for in this clause adjusted accordingly. The adjustment shall be made in the net rent payable by the Agent to the RSL at the end of the **(month/quarter)(delete as appropriate)** in which the rents or service charges were increased or decreased.
- 11.5 If the actual voids and bad debts during any Financial Year are less than the Voids Percentage the Agent shall be entitled to keep the balance of the Voids Percentage. If the actual voids and bad debts during any Financial Year are greater than the Voids Percentage the Agent shall be liable for the additional loss to the RSL. The Agent shall not be liable for void losses in respect of any Unit that have arisen because the RSL has failed to comply with its obligations under the terms of this Agreement.

The following clauses apply to Variant A, B or C)

- 11.6. The RSL will discharge any mortgage payments or ground rent due on the Property.¹³
- 11.7. The RSL and the Agent will apply all service charges collected in respect of services for which each one pays to meet the costs of those services, and the Agent shall retain all service charges collected in respect of services for which the Agent pays.
- 11.8. The Agent will make payments to the RSL [*monthly/quarterly*] in [*arrears/advance*] on
- 11.9. The amounts due to the RSL and remitted by the Agent will be reviewed [*annually*] on the of each year and increased in line with (*inflation figure RPI+ to be agreed/level/mechanism of rent and service charge increase*).**(delete as appropriate)**
- 11.10. The Agent will produce an annual budget for the Property by..... in each year. The RSL will review the budget and notify the Agent of any required revisions of the budget in relation to housing management expenditure by.....
- 11.11. All sums payable under this Agreement are expressed to be [*inclusive*] [*exclusive*] of VAT.**(delete as appropriate)**

¹³ This clause is frequently omitted by RSLs for obvious reasons

12. Property and maintenance services

The RSL will:

- 12.1. Be responsible for carrying out the obligation to repair as defined in Section 11 of the Landlord and Tenant Act 1985 and as set out in the Occupancy Agreement. The RSL will use its best endeavours to carry out such repairs within target response times with minimum disruption to occupants.
- 12.2. The RSLs target response times for repairs are specified in schedule.....
- 12.3. Carry out redecoration at the Property so that the external parts are redecorated once in every years and the interior common parts once in every.... years. **(delete if agency responsibility)**¹⁴
- 12.4. Inform the Agent whether the Property is to be included in the following year's cyclical maintenance programme and will give the Agent a minimum ofweeks notice in writing before work commences.
- 12.5. Make adequate provision for future major repairs to the Property.
- 12.6. Remain liable for all risks in respect of the Property and shall retain responsibility for insuring the following risks:-
 - 12.6.1 fire (and such other risks as the RSL will in its absolute discretion determine) to its full replacement value and where possible apply any monies received in respect of such insurance in reinstating the Property. Evidence of such insurance is to be provided by the RSL to the Agent on request.
 - 12.6.2 third party claims arising from the condition of the Property. (Property Owners Liability Insurance).
 - 12.6.3 risks for *[contents] [the lift at the Property] [any other specific items to be covered]*.
 - 12.6.4 Claims by employees of the RSL working in or on the Property.
 - 12.5.5 Such other risks as the RSL may from time to time determine.
- 12.7. Ensure that the furniture provided by the RSL at the Property meets Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 12.8. Maintain the furniture and equipment provided by the RSL at the Property in a safe and usable condition and ensure such furniture complies with the relevant legislative safety provisions.

¹⁴ The obligation should be no more than that in the tenancy agreement

- 12.9. Keep all gas and electrical equipment which has been provided by the RSL in good and safe working order (including replacing where necessary) and carry out regular gas and electrical checks sufficient to comply with all legislative safety provision.
- 12.10. Provide and maintain in good repair adequate fire alarm and fire fighting equipment at the Property and replace the same where necessary in accordance with the recommendations of the relevant Fire Officer.
- 12.11. The RSL will carry out any repair required as a result of an act of deliberate damage or neglect of the Occupants of the Property or their visitors. The Agent will be recharged for the cost of the repair.
- 12.12. The RSL will carry out any repair required as a result of non malicious or accidental tenant damage.
- 12.13. In conjunction with a nominated representative of the Agent carry out internal and external inspections of the Property (insert frequency of inspections) to ensure compliance with the above obligations.
- 12.14. Ensure that any electrical appliances owned by the RSL are regularly inspected in accordance with the 1989 Electricity at Work Regulations or any subsequent similar legislation to ensure their safety.

The Agent will:-

- 12.15. Notify the RSL of any need for repairs or maintenance reasonably promptly after becoming aware of the need.
- 12.16. Keep furniture and equipment at the Property in good order.
- 12.17. Keep the interior of the Property in good decorative order and ensure that the Property is redecorated internally (not including any internal common parts and/or staff and/or office space) at least once in every years.
(Optional clause, delete as appropriate)
- 12.18. Upon at least 24 hours' notice from the RSL provide access to the Property (within normal office hours) and be present at the Property with the RSL (if necessary) when such access is provided. In cases of emergency the RSL, and others authorised by it, will be provided with immediate access.
- 12.19. Advise the Occupants that their personal items and effects are not insured and that the Occupants should take out insurance to cover them.
- 12.20. Ensure that any furniture provided by the Agent at the Property meets Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 12.21. Maintain the furniture provided at the Property by the Agent in a safe and usable condition.
- 12.22. Reimburse the RSL for the cost of any repairs necessitated by any act or omission of the Agent.
- 12.23. Report to the police any criminal damage at the property and obtain a crime reference number.
- 12.24. Take appropriate action against perpetrators of deliberate damage and collect charges made for repair as a result of damage.
- 12.25. In conjunction with the RSL's [Technical Officer] carry out internal and external inspections of the Property (insert frequency of inspections) to ensure compliance with the above obligations.
- 12.26. Give all necessary assistance to the RSL at all reasonable times to enter and examine the condition of any part of the Property to enable the RSL to exercise its functions as owner of the Property.
- 12.27. Not make or permit any alteration to the Property without the prior written consent of the RSL.
- 12.28. Where an Occupant requires a specific Property adaptation or installation due to disability the Agent will assist the Occupant to make applications to the appropriate bodies. Any adaptations should only be carried out with prior written approval from the RSL.

- 12.29. Ensure that any electrical appliances owned by the Agent at the Property are regularly inspected in accordance with the 1989 Electricity at Work Regulations or any similar subsequent legislation to ensure their safety.

13. Emergency Repairs

- 13.1. If an emergency repair occurs within normal office hours the Agent, shall report the repair in accordance with the RSL's emergency repairs procedure attached as schedule...to this agreement.
- 13.2. Should the emergency occur outside office hours the Agent shall report the repair in accordance with the RSL's emergency repairs procedure.
- 13.3. The RSL shall attend to emergency repairs in accordance with the RSL's policy on emergency repairs which is attached as Schedule
- 13.4. Emergencies relating to faulty fire protection equipment should be reported directly to the (insert as appropriate) by the Agent.

14. Major Repairs

- 14.1. Should any major repair work require the Occupant to vacate the Property to enable work to be completed, the RSL agrees to provide alternative accommodation for the duration of that work.
- 14.2. The Agent will give access to such consultants and contractors as may be required to carry out major repairs on the Property providing adequate notice has been given and will provide the RSL with any information requested in connection with the carrying out of the major repairs works.

15. Fire Precautions

The RSL will:-

- 15.1. at all times comply with all regulations, bye laws and other requirements relating to fire precautions and means of escape in the event of fire.
- 15.2. Be responsible for the installation and servicing of fire equipment which includes: fire alarms, smoke detectors, emergency lighting, fire extinguishers, fire blankets, and heat detectors.
- 15.3. carry out any repair or replacement of fire equipment required as a result of an act of deliberate damage or neglect of the Occupants of the Property or

their visitors. The Occupant will be responsible for the cost of the repair and the Agent will be responsible for collection of the charge.

The Agent will

- 15.4. at all times comply with all regulations, bye laws and other requirements relating to fire precautions and means of escape in the event of fire.
- 15.5. carry out fire alarm tests and fire drills at appropriate intervals and record these for inspection.
- 15.6. regularly check that fire appliances are in good working order (including smoke detectors, extinguishers and fire blankets).
- 15.7. report to the RSL or the appointed contractor any actual or suspected deficiencies in the fire fighting equipment or smoke detectors.
- 15.8. ensure that fire doors are not fixed open and that self closing mechanisms are not disconnected.
- 15.9. maintain the log of fire servicing and equipment replacement at the Property
- 15.10. be responsible collecting charges from occupants made for any repairs as a result of the damage.

16. Monitoring, liaison and review

- 16.1. The RSL and the Agent will have regard to any relevant advice issued by the Housing Corporation relating to the matters dealt with in this Agreement.
- 16.2. The RSL will monitor the Agent's performance on the Housing Management Services and its other obligations covered by this agreement against the standards specified in schedule
- 16.3. The RSL will encourage and consider feedback from the Agent and Occupants on the service it provides.
- 16.4. The Agent will provide to the RSL:
 - quarterly and annual performance returns on Housing Management withindays of each quarter end;
 - audited accounts of the Agent on or before the in each year;
 - as annual budget for the Property, revised annually by;
 - sight of any reports on or reviews of the Property by the National Care Standards Commission (where the Property is a registered care home), the Supporting People Administrative Authority or by other funding or regulatory bodies;

- CORE forms or their replacement;
- Audit management letters;

- 16.5. The Agent will allow the RSL reasonable access to its accounting and financial records relating to the Property.
- 16.6. The Agent agrees to share relevant monitoring information obtained by the Supporting People Administrative Authority (*or insert other regulator/grant making body*) with the RSL in order that the RSL can satisfy itself that its partnership arrangements comply with Housing Corporation requirements.
- 16.7. The parties will meet (*insert frequency*) to review the operation of this agreement.

17. Miscellaneous

Both the RSL and the Agent shall:

- 17.1. Pass on to the other, within seven days of receipt, a copy of any Notice relating to the Property received by it or served upon it.
- 17.2. Notify the other immediately of any incident which could lead to adverse publicity or of any complaint received concerning the Property.
- 17.3. Take out and maintain employer's liability insurance for amount of (*insert amount*) for the RSL and for amount of (*insert amount*) for the Agent.
- 17.4. Take out and maintain public liability insurance for amount of (*insert amount*) for the RSL and for amount of (*insert amount*) for the Agent.
- 17.5. Not do anything, or knowingly permit anything to be done in the Property which would invalidate any insurance taken out by either party or which would increase the premiums payable.
- 17.6. Respect the confidentiality of information concerning the Occupants which may from time to time become available to them.
- 17.7. Indemnify each other in respect of any costs, damages, losses, expenses or liabilities incurred as a result of the breach or non performance or non observance of its obligations under this agreement.
- 17.8. Neither party will assign this agreement or any of its obligations under this agreement save that the RSL, with the prior consent in writing of the Agent (such consent not to be unreasonably withheld or delayed), may assign or subcontract the execution of the whole or any part of its obligations under this Agreement.

17.9. Comply with the statutory and regulatory obligations which affect the Property both now or in the future including, but not limited to, the requirements of:

(Select appropriate items)

- The Care Standards Act 2000;
- the Health and Safety Acts and the Health and Safety Executive;
- all Acts relating to discrimination on the grounds of sex, race or disability;
- all Acts relating to the provision of social housing and the regulations of the Housing Corporation;
- regulations relating to Houses in Multiple Occupation;
- Acts and regulations relating to the safety and supply of gas and electrical services and appliances at the Property;
- the requirements of the Data Protection Act 1998

18. Determination of disputes

18.1. Should either party be dissatisfied with the performance of the other under the terms of this agreement and this cannot be resolved through liaison meetings, the following sequence of action will be pursued:

- (i) either party will request a special meeting to review the working of the Agreement giving 10 days prior written notice requesting a meeting (or a shorter notice period if the parties agree). The written notice must specify the alleged breach of the agreement. The other party will attend that meeting.
- (ii) if the issue remains unresolved request a meeting between Senior Managers/Board Members/Committee members (**Delete as appropriate**) of the other party on giving 10 days prior written notice (or a shorter notice period if the parties agree). The other party will attend that meeting.

18.2. (Option I - Referral to an expert)

If the issue remains unresolved after the above procedure has been followed, then the dispute or difference will be referred by either party to a

suitably qualified independent expert for settlement. The expert will be appointed by agreement between the parties or in default of agreement by theThe person appointed is to act as expert and not arbitrator and his decision is binding on the parties.

(Option 2 - Referral to an Arbitrator)

If the issue remains unresolved after the procedure has been followed then the dispute or difference will be referred by either party to a suitably qualified independent arbitrator appointed in the absence of agreement by or on behalf of the President of the Law Society whether the disagreement be as to the profession or the identity of the arbitrator or both. The arbitration will be conducted in accordance with the Arbitration Act 1996.

- 18.3. Both parties will be obliged to comply and co-operate with this procedure at each stage and to share equally the costs of appointment of the relevant [expert] [arbitrator] as referred to above. Costs thereafter will be borne as the [expert] [arbitrator] will determine.

19. Housing Ombudsman Complaints

- 19.1. In the event of an award by the Independent Housing Ombudsman where the Agent is found by the Ombudsman to be at fault, the Agent will reimburse the RSL for the cost of any compensation awarded in respect of the Agent's conduct or inaction together with any expenses reasonably incurred by the RSL in dealing with the Ombudsman's investigation in respect of that part of the complaint which concerns the Agent.
- 19.2. In the event of an award by the Ombudsman where the RSL is at fault, the RSL will reimburse the Agent for the cost of any compensation awarded in respect of the RSL's breach together with any expenses reasonably incurred by the Agent in dealing with the Ombudsman's investigation in respect of the part of the complaint which concerns the RSL.

20. Termination

This agreement may be terminated as follows:

- 20.1. By either party by written notice if the other should be formally dissolved or cease operation or in the case of the RSL have its registration under the Housing Act 1996 withdrawn by the Housing Corporation
- 20.2. By the RSL or the Agent giving weeks written notice if the support contract with the Supporting People Administering Authority is terminated.
- 20.3. By either party giving 3 months written notice where the other party fails to comply with a term of the agreement and this cannot be resolved through liaison meetings or the Disputes procedure outlined in 18 above.
- 20.4. By either party by (...insert weeks/months...) written notice if the other has failed to remedy a breach of obligations within a period of (insert period) of either party having given written notice of the breach.
- 20.5. On the expiry of one year's written notice given by either party to the other.
- 20.6. In the event of gross or fundamental breach of this agreement by the service of one week's written notice by one party on the defaulting party. Such gross or fundamental breach would include, but is not limited to, actions or omissions on the part of either party which seriously endanger the health and safety or well-being of the Occupants.
- 20.7. Upon termination there will be a full accounting between the parties hereto and apportioned payments or repayments will be made of all money paid in advance or arrears on a time basis.
- 20.8. Upon termination, and where there is no agreement in place that the Project will continue, the RSL will use its best endeavours to provide or procure alternative accommodation for the Occupants.

21. TUPE [Optional provisions dealing with employment]

- 21.1. When this Agreement ends the Agent shall provide the RSL with such information as the RSL may reasonably require in order to comply with the provisions of the Transfer of Undertakings (Protection of Employment Regulations) 1981. The Agent agrees that this information may be shared with potential alternative agents in situations where TUPE might apply. The Agent undertakes to indemnify the RSL against any costs damages or expenses arising in the event of such information being erroneous subject to the provisions of this sub-clause the RSL shall indemnify the Agent against any costs damages or expenses arising out of or in connection with the provisions of the Transfer of Undertakings (Protection of Employment Regulations) 1981 when this Agreement ends.

21.2 – 21.4 to be inserted if the RSL and the Agent take the view that the Transfer of Undertakings (Protection of Employment Regulations) 1981 apply (**delete as appropriate**).

21.2. The RSL and the Agent take the view that the delegation of the management of the Property under the terms of this Agreement is the transfer of an undertaking and therefore the staff listed at Schedule [...] to this agreement have an automatic right to transfer to the Agent on the same terms and conditions of employment as they have with the RSL.

21.3. The RSL's terms and conditions of employment for the staff listed at Appendix [...] are set briefly in Appendix [...] and the RSL warrants to the Agent that:

- i) To the best of its knowledge and belief the details in Appendix [...] are correct.
- ii) All statutory requirements as to consultation of staff have been complied with.
- iii) As at the commencement date of this Agreement the RSL will have paid all staff what they are due up to that date and will have paid or will pay any amounts such a National Insurance Contributions for the period up to and including the commencement date of this Agreement.
- iv) Subject to any duties of confidentiality that the RSL may owe to the staff the RSL has disclosed in writing to the Agent any details of current grievance of disciplinary proceedings and any litigation in respect of any staff who are transferring.

21.4. The RSL undertakes to indemnify the Agent against any cost damages or expenses arising out of or in connection with any breach of the warranties in this clause and any claim by any person employed by the Agent at the date of commencement of this Agreement and not listed in Appendix [] that that person had a right to be employed by the Agent provided that the RSL's liability shall not include any costs of the Agent or any settlement of any claim by the Agent unless the costs or settlement have been approved in writing by the RSL such approval not to be unreasonably withheld or delayed.

22. VAT

22.1.1. If the Housing Management Services which the Agent provides to the RSL under the terms of this Agreement become subject to the payment of VAT, and are greater than the minimum for compulsory VAT registration and if the Agent is not registered for VAT at the commencement of this Agreement, the Agent shall register with H. M. Customs and Excise for Value Added Tax.

22.2. The Agent shall not voluntarily register with H. M. Customs and Excise for Value Added Tax without the prior consultation with the RSL.

23. Definitions and Interpretation

23.1. Definitions

In this agreement the following expressions will have the following meanings:

'Financial Year'	means from.....to.....in each calendar year
'Housing Management Services'	the services provided to Occupants by the Agent on behalf of the RSL and set out in schedule.....
'Notice'	any notice received by either party from any source [<i>excluding notices seeking possession</i>] which relates to the Property, the Occupants or the Project.
'Occupancy Agreement'	an Occupancy Agreement entered into by each of the Occupants in accordance with the form of tenancy or licence agreement set out in Schedule
'Project'	the entirety of the undertaking regulated

	by this agreement and this may include more than one scheme
'Property'/'Properties	the Property or properties more particularly described in Schedule.....
'Occupants'	Persons accommodated at the Property who satisfy the selection criteria set out in Schedule.... and who enter into an Occupancy Agreement.
'Rent Plan'	the policy published from time to time by the RSL in accordance with Housing Corporation Guidelines then in force
'Service Charge'	the amount payable under the terms of the Occupancy Agreement for the services referred to in the Schedule to the Occupancy Agreement.
'SPG'	Supporting People Grant or any equivalent grant which replaces or supplements it.
'Supporting People Administering Authority'	<p>means, in respect of a particular local government area—</p> <p>(a) where the council for that area is a unitary authority, the unitary authority; and</p> <p>(b) where the council for that area is not a unitary authority, the</p>

	council for the county or London borough, the City of London or the Isles of Scilly;
'Unit'	a room, set of rooms or bedspace at the Property capable of being the subject of an Occupancy Agreement.

23.2. Interpretation

- i) Words importing the singular will where appropriate, include the plural and vice versa and words importing the masculine will where appropriate, include the feminine and vice versa.
- ii) References to any legislative provision, will be deemed to include references to any further legislation for the time being in force replacing amending or supplementing it, together with all other regulations directions conditions circulars or consents made or given under it or deriving validity from it.
- iii) The headings in this agreement are for information only and do not form part of or affect the construction of this agreement.
- iv) The Schedules are part of this agreement and will have full force and effect as though expressly set out in the body of this Agreement save that if there is a conflict between the body of this agreement and a Schedule the body of the agreement prevails.
- v) All references to clauses refer to clauses in this agreement.

24. Notices

- 24.1. Any notice required or authorised by this agreement to be served or given by any party will be sufficiently served or given if it is sent by recorded delivery post addressed to the other party at its address recorded in this agreement at clause 1 and proof of posting will be sufficient proof of service in the forenoon on the second day following the day of posting.

Signed on behalf of the RSL by

Signed on behalf of the Agent by

INDEX OF SCHEDULES

1. List of Properties and Maximum Occupancy
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