

HEADS OF TERMS

MANAGEMENT AGREEMENT BETWEEN LONDON BOROUGH OF BARNET AND BARNET HOMES

STATUS OF HEADS OF TERMS

This document sets out in overview the key conditions and stipulations that will be included within the new 10 year management agreement, effective 1st April 2016 (**Agreement**). The Agreement will be a legally binding contract between the two parties.

1 PARTIES

- 1.1 London Borough of Barnet (**LBB**)
- 1.2 Barnet Homes (**BH**)

2 TERM

- 2.1 10 years commencing on 1st April 2016 and expiring on 31st March 2026
- 2.2 The Agreement will have an optional break provision at the end of the 5th year. LBB may terminate the Agreement or any element of the Services at the break point providing a minimum of 12 months' notice. No claims in respect of compensation shall apply in respect of this process.

3 EXCLUSIVITY

BH will have the exclusive rights to deliver the Services, with the exception of new housing development, subject to it complying with the conditions set out in the Agreement.

4 PERFORMING THE SERVICES

- 4.1 BH shall perform the Services (more particularly set out on Schedule 1) in accordance with Good Industry Practice.
- 4.2 In performing the Services BH shall:
 - 4.2.1 provide the Services to LBB in accordance with the Specification
 - 4.2.2 fulfil LBB's statutory, legislative and contractual obligations in relation to housing
 - 4.2.3 comply with all relevant LBB policies and strategies
 - 4.2.4 warn LBB of any matter of which it is aware and believes is likely to prejudice the quality or purpose of the Services
 - 4.2.5 ensure that in performing the Services it meets and satisfies the performance levels set out in the Specification

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- 4.2.6 ensure high standards of governance are developed and maintained
 - 4.2.7 liaise and work in partnership with partner agencies and stakeholders operating within the Agreement and more widely as appropriate
 - 4.2.8 maximise value for money and efficiency and ensure resources are directed towards delivering excellent services for tenants and leaseholders
 - 4.2.9 promote innovation and the development of new models of procurement and service delivery
 - 4.2.10 comply with relevant European and British Standards, building regulations, good industry practice and health and safety legislation
 - 4.2.11 promote equality and diversity
 - 4.2.12 perform its obligations under, and observe and enforce all of the provisions of, the key sub-contracts to which it is a party
 - 4.2.13 manage any third party contract, act in accordance with the Managing Agent Protocol and do nothing that which would put LBB in breach of its obligations.
- 4.3 Whilst it is performing the Services BH will:
- 4.3.1 register for the National Housing Federation (**NHF**) Excellence in Governance Code
 - 4.3.2 comply with the Homes and Community Agency (**HCA**) economic and consumer regulatory standards
 - 4.3.3 operate a Corporate Governance Framework setting out roles and responsibilities with a regular review of Articles and Rules to ensure that they meet the requirements of the framework
 - 4.3.4 undertake a skills audit at least every other year to ensure that the composition and membership of the Board is sufficient to provide robustness in understanding and decision making and to meet BH's obligations
 - 4.3.5 represent LBB's interests at appropriate housing networks, forums, partnerships and working groups both locally, regionally and nationally providing timely reporting back to LBB's Commissioning team as appropriate
- 4.4 In addition, the following actions have been agreed for completion during 2015/16:

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- (a) development of shareholder agreements between LBB and The Barnet Group and between The Barnet Group and BH¹
- (b) report for January 2016 committee cycle on composition and membership of the Boards. review level of delegated responsibility between LBB and BH and The Barnet Group in order for LBB to have assurance in the security of its investments and to comply with HCA Governance Standards

5 BUDGETARY MANAGEMENT AND SERVICE PLANNING

5.1 Budget Management

- 5.1.1 BH will have the flexibility to manage their finances as they see fit, in line with LBB approved business and investment strategies.
- 5.1.2 BH will by 31st December each year submit a financial plan for the Services divided by Housing Revenue Account (**HRA**) and General Fund (**GF**) for each key business activity with clear lines of income and expenditure for the forthcoming financial year for LBB approval
- 5.1.3 BH will agree with LBB a Treasury Management Policy
- 5.1.4 TBG/BH will supply a copy of audited accounts no later than 30th June each year
- 5.1.5 BH will agree any bad debts and write-offs annually through LBB's Policy and Resources Committee
- 5.1.6 BH will agree any financial borrowing in advance with LBB, with a presumption that unsecured loans will not be acceptable, unless in exceptional and pre-agreed circumstances and with a limit on gearing for secured loans
- 5.1.7 BH will operate an open book approach to accounting and permit designated Council officers access
- 5.1.8 BH will ensure the availability of financial plans and modelling underpinning current operations, decision making and requests for further resources. Assumptions with the financial planning or modelling will be made explicit and sensitivity testing carried out as required or as requested
- 5.1.9 BH will provide timely information for updating the HRA business plan model to LBB's finance team

¹ In addition to the Agreement and with the purpose of ensuring that BH passes the test set for falling within the Teckal exemption (in particular the requirement for LBB to exercise a sufficient degree of control over the activities of BH), it will be necessary for shareholders agreements to be put in place between LBB and Barnet Group, and Barnet Group and BH. The purpose of these shareholders agreements will be twofold: firstly, to set out certain 'Reserved Matters' which will need to be approved by LBB (such as the formation by BH of further subsidiaries or the entry into finance agreements), and secondly, to provide a forum for dispute resolution purposes.

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- 5.1.10 BH will maximise third party and other external funding opportunities
- 5.1.11 BH will ensure evidence of value for money is factored into all key decisions taken by the Board.
- 5.1.12 Proposed utilisation of surpluses will be set out in BH's annual business plan for agreement through the business planning approval process.
- 5.1.13 Contract with LBB for the specific services listed below, through service level agreements (**SLAs**). As these SLAs include contractual obligations between LBB and third party suppliers, BH is committed to acquiring these services through LBB for the duration of this management agreement, unless expressly agreed otherwise with LBB. Where charges are levied for services, these will be paid by BH from the management fees.
- (a) CCTV
 - (b) Abandoned vehicles
 - (c) Grounds maintenance cyclical works
 - (d) Tree works
 - (e) Transport (provision and management of fleet)
 - (f) Accommodation (office and facilities management)
 - (g) Legal (provision through HB law)
 - (h) IT
 - (i) Payroll
 - (j) Income and cashiers
 - (k) Customer service
 - (l) HR (eg staff counselling service and employee relations advice)
- 5.1.14 In addition, the following actions have been agreed for completion during 2015/16:
- (a) Develop an Investment Strategy for approval by LBB's Policy and Resources Committee in February 2016
 - (b) Review of budgetary control system and cost code structure, agreed with LBB, to enable ease and accuracy of financial monitoring.
 - (c) LBB will identify and provide a named Relationship Manager for liaison and quality assurance of SLAs with BH
- 5.1.15 Potential development of further SLAs for:

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- (a) Provision of Housing Benefit services
- (b) Provision of services relating to customer payments
- (c) Site assembly briefs (Development)
- (d) Tenancy Fraud (CAFT)
- (e) Out of Hours Call Centre
- (f) Emergency Planning
- (g) Planning Consultancy (Development)
- (h) Building Control
- (i) Highways Consultancy
- (j) H&S/CDM Consultancy

5.2 Annual Service / Business Plan

- 5.2.1 Develop a rolling five year business plan for TBG/BH/RP subsidiary for approval annually by LBB annually
 - 5.2.2 Submit an annual delivery and commitments plan with targets and outcomes for agreement no later than 31st December for the forthcoming financial year
 - 5.2.3 Any new business cases submitted to follow LBB's framework including benefits realisation that can be monitored and measured
 - 5.2.4 Completion of Equalities Impact Assessments (**EIAs**) for all new services or key service changes that affect residents and / or service users
 - 5.2.5 Maintain an equalities and diversity policy and undertake regular monitoring through data collection on service usage, customer feedback and performance to inform service planning
- 5.3 In addition, the following actions have been agreed for completion during 2015/16:
- 5.3.1 Develop and agree vision and business objectives with LBB through the business planning approval cycle, aligned to greater devolved independence
 - 5.3.2 Development and implementation of a project management framework, including clear benefit realisation methodology and measures

5.4 Budget Control

If LBB requires a budget adjustment it will notify BH in writing, setting out the level of reduction or increase and BH will be expected to respond

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within 30 days, setting out an outline proposal in order to achieve the decrease or increase in funding including an impact analysis. If the budget adjustment is negative the proposal should address, in order of priority:

- (a) efficiency gains
- (b) adjustments to performance indicators and performance levels
- (c) relief from compliance with its obligations under the management agreement

5.4.2 LBB will respond within 30 days advising of its preferred option and BH will then have a further 15 days in which to provide a detailed proposal for execution.

5.4.3 As soon as practicable both parties shall discuss and agree any issues and an implementation date.

6 FUNDING

6.1 Housing Revenue Account (HRA)

6.1.1 Funding is via a fixed management fee, adjusted to take account of reducing number of tenanted and leasehold properties over time and a £2.6m efficiency saving over the first four years of the Agreement. The fee is inclusive of the annual payment for management of the capital works programme and all repairs. Funding for the HRA elements of the service is as follows:

- (a) Year 1 2016/17 £26,611,000
- (b) Year 2 2017/18 £25,788,000
- (c) Year 3 2018/19 £25,369,000,
- (d) Year 4 2019/20 & Year 5 2020/21 £24,515,000

6.1.2 A review will be undertaken during year 5 to determine the management fee for year 6 onwards based on the number of tenanted and leasehold properties at that time and projected forward for the next five year period.

6.1.3 A full review will be undertaken during year 9 of the agreement to include a determination of whether the Agreement should be renewed or whether LBB wishes to exercise its right to put in place an alternative means of providing some or all of the Services.

6.1.4 The management fee will be payable by invoice in 12 equal instalments with any balancing payment in the twelfth month. Invoices should be submitted on or around 15th of each month via LBB's contract manager for immediate payment..

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- 6.1.5 Inflation, in line with CPI (as at September of each year), will be applied to the management fee on an annual basis, if applicable. If, however, CPI is minus 2 or lower in any given year, LBB reserves the right to review - and possibly reduce, the management fee.
- 6.1.6 The management fee will be all inclusive: BH will be expected to manage their business without requesting further HRA funding from LBB, unless there is an agreed change to a Service that has a financial impact. This would be managed through a formal change request or a longer term variation to the Agreement

6.2 Housing General Fund (HGF)

- 6.2.1 The HGF provides the majority of funding for the Housing Option Service.
- 6.2.2 The Housing Option Service constitutes a statutory responsibility of LBB, who have chosen to commission it through BH. The funding for this service is set at £3,568,986,000 per annum, less the agreed contribution by Barnet Homes, as set out in 6.3.8. However, as a demand led service it is liable to fluctuation and BH can seek in year changes in funding based upon presentation of appropriate justification and evidence.
- 6.2.3 Funding will be payable by invoice in 12 equal instalments with any balancing payment in the twelfth month. Invoices should be submitted on or around 15th of each month via LBB's contract manager and will be for immediate payment.
- 6.2.4 Any variation to the funding levels in year will be managed through the change control and variation process. This should be accompanied by a business case setting out the reasons for the request with appropriate justification and evidence. Agreed performance targets, delivery plans and preventative measures will be in place, designed to curtail any additional expenditure requirements.

6.3 Housing Development

- 6.3.1 Save in respect of mixed tenure developments, LBB will provide BH with the opportunity to act as development manager for all new properties for affordable rent on existing HRA land.
- 6.3.2 Within the first five years of this Agreement, LBB will take all reasonable steps to provide BH with the opportunity to provide development management services for a minimum of 400 (with a target of 500) new homes for affordable rent by 2021. This undertaking will be reviewed year in 5 to determine projections and outputs for years 6 through to 10 of the Agreement
- 6.3.3 BH will manage all new properties developed pursuant to this clause 6.3.
- 6.3.4 A new subsidiary of BH, referred to hereafter as BH (RP) will be established as a Registered Provider for the purpose of developing those homes where it is agreed between LBB and BH that they should be owned

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by BH (RP). In such cases LBB will provide a loan to Barnet Homes to undertake the development at a rate compliant with State Aid regulations.

- 6.3.5 The ownership of each new development site will be agreed as part of the Outline Business Case for the development. In deciding whether to offer developments to BH (RP), LBB will take account of:
- the need to spend Right to Buy receipts in accordance with Government [guidance/regulation],
 - the available HRA headroom
 - General Fund borrowing capacity
 - the potential additional contribution that could be made by BH to mitigating homelessness costs if they were to own the development
 - the performance of BH(RP)
 - such other factors as may be relevant at the time
- 6.3.6 The Chair of BH (RP) will be appointed by the BH Board in conjunction with a representative of the Council and be a member of both the BH and TBG Boards. There is no expectation that the Chair of TBG and BH will also be the Chair of BH (RP).
- 6.3.7 BH (RP) will undertake to set rents for any homes it might own with due regard to LBB's rent policy
- 6.3.8 Subject to LBB making available to BH (RP) land and borrowing capacity to build affordable housing owned by BH (RP), BH will subsidise an element of the running costs of the homelessness (Housing Options) service. For each 50 properties built, up to a maximum of 500 properties, BH will contribute £100,000 per annum. Any properties in excess of a total of 500 will generate a further contribution by BH of £1,500 per annum. This return is separate to any on lending benefit or General Fund reduction LBB may benefit from. The parties can, by mutual agreement, decide to vary the amount of the contribution, or direct the investment to other jointly agreed priorities.
- 6.3.9 BH's contribution to the cost of providing the Housing Options service, as set out in 6.3.8 will take effect from the point at which homes are programmed for completion, as per the programme plan agreed between LBB and BH.
- 6.3.10 For the avoidance of doubt, the costs of managing stock owned by BH (RP) will not be included in the management fee paid by LBB to BH.
- 6.3.11 Unless explicitly agreed otherwise, BH will also act as the client for and manage all affordable housing developments across mixed tenure sites where LBB expects to own the affordable rented stock.

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6.3.12 BH will be paid a development agency fee of between 2% and 4% for all new properties LBB commissions them to build. The exact % will be dependent on the individual scheme and will be agreed in writing in advance.

6.3.13 Capital (Major) Works

- (a) The capital (major) works budget will be agreed as part of the LBB's annual budget setting process. BH will submit the proposed programme of works and budget for approval in the first instance to the Commissioning Director, Growth and Development and subsequently for formal approval by the Policy and Resources Committee.
- (b) Once approved LBB will provide a monthly payment, in advance, based on the forecasted spend
- (c) BH will invoice on a monthly basis, in arrears to reflect the actual expenditure, providing appropriate evidence of costs incurred and highlighting key areas of slippage
- (d) Payment will be adjusted each month by LBB based on year end projections with an actual year and reconciliation in month 12 to provide a balancing sum based on the actual programme delivered.
- (e) The delivery of works and overall spend and performance against the annual delivery plan will be monitored through the Performance Management Framework
- (f) BH will be required to maintain a full audit and evidence trail relating to the annual delivery programme

6.4 Cost Reimbursement

6.4.1 BH can recover costs on a £ for £ basis from LBB for:

- (a) Legal, security, removal and other relevant costs (excluding staffing) relating to estate regeneration activity
- (b) Landlord Cash Incentives
- (c) Nightly purchases for Temporary Accommodation
- (d) Private Sector Landlord payments
- (e) Home Loss and Disturbance payments
- (f) Legal costs incurred to deliver the Housing Options Service and compensation payments to tenants for cases from pre-transfer
- (g) Non-resident landlord tax deduction from the PSL payments

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- 6.4.2 All invoices relating to cost reimbursement should be raised against a purchase order and be submitted with evidence that BH have already directly paid the expenses being claimed

6.5 Discretionary Funding

Throughout the term of the Agreement, projects and additional activities will be identified to support the delivery of the housing service, aligned to BH's business aims and objectives. These will be agreed through the annual business planning process and / or by the change control process, where opportunities are agreed for implementation in year. Current discretionary activities and funding at the point of preparing this Agreement are:

Working People, Working Places Programme at Burnt Oak - £138,989
European Social Fund for one year 2016/17 only TBC.

- 6.5.1 **Universal Credit** – Funding to provide digital and personal budget support for Universal Credit may be agreed on an annual basis and is not guaranteed within the Agreement. £40,870 to confirm whether agreed for 2016/17?

- 6.5.2 **Welfare Reform** – In addition to payment within the management fee for two Welfare Benefit Advisers, funding to administer the benefit cap, provide advice on welfare reforms and support people to find work may be agreed on an annual basis and is not guaranteed within the Agreement. £277,756 to confirm whether agreed for 2016/17?

Note – the three activities above are awaiting confirmation of continuation of funding beyond this financial year

- 6.5.3 **Estate Regeneration** – Up to £102,650 will be paid through the HRA management fee for the year's 2016/17 and 2017/18 only. This funding provides for the decanting of approximately 570 households from the Grahame Park estate during this period.

- 6.5.4 **Right to Buy** - £40,000 payable at the commencement of each financial year and then £750 per completed Right to Buy Sale

- 6.5.5 Invoices for all of the above should be submitted quarterly along with an agreed monitoring report and evidence of expenditure to LBB's Contract Manager at the end of each quarter.

6.6 Financial Surpluses

Any financial surpluses generated can be utilised at BH Board's direction so far as they fit with the remit of the organisation and its stated aims and objectives

6.7 VAT

- 6.5.6 All payments by either party will be exclusive of VAT at the prevailing rate.

7 GOVERNANCE

7.1 Governance Arrangements

- 7.1.1 BH to operate as a fully independent management organisation within The Barnet Group (TBG), with minimal 'interference' from LBB but within the acceptable legal framework for Arm's Length Management Organisations (ALMOs), consistent with the requirement that it be a "locally authority controlled company".
- 7.1.2 BH/TBG Board Chair to continue to be appointed by LBB against an agreed role profile and be subject to LBB's personal review/ appraisal process
- 7.1.3 Senior LBB officer/s to have the right to attend Board/s in a non-voting capacity
- 7.1.4 LBB members to be allocated two seats on TBG Board, who will be appointed at Annual Council, taking into account any particular skills or experience sought by the Board
- 7.1.5 LBB to be party to the recruitment of all Board Chairs and to ratify all Board appointments
- 7.1.6 LBB to provide an introductory session for new Board appointees within the overall induction process
- 7.1.7 BH may develop and set its own business strategy for any services not directly commissioned by LBB
- 7.1.8 LBB permission to be sought to make any changes to the group structure or for any mergers and acquisitions, although Barnet Group may create subsidiaries or incorporate smaller organisations in to the organisation that do not pose a risk to LBB without the need for approval
- 7.1.9 Annual review and agreement of specific delegated functions in related to decision making to be undertaken
- 7.1.10 Formal bi-annual meeting to take place between LBB and Chairs and key personnel of TBG/BH/RP
- 7.1.11 Chairs of TBG and its subsidiaries including BH and BH (RP) to be members of the Strategic Partnership Board along with, the Chief Executive of TBG, Chairs of relevant LBB Committees, and the relevant LBB Chief Officers. The Strategic Partnership Board to meet twice-yearly or more frequently if the Board so agrees.

7.2 Contract Governance

- 7.2.1 The Agreement will require the long term co-operation of both parties to deliver a successful outcome. Each party agrees to co-operate with the other party and relevant third party contractors in good faith with the intent that there will be a seamless interface between the provision of services and LBB's other operations and services.

7.3 Management of the Agreement

- 7.3.1 Both parties shall appoint a Contract/Partnership Manager for the purposes of the Agreement and ensure s/he is available for consultation at all reasonable times.

8 PERFORMANCE MANAGEMENT

- 8.1 BH will have in place a performance management framework, setting out how wider performance, including the performance indicators as part of this Agreement, will be managed with a view to continuously improving service delivery, taking in to account available resources. The performance management frameworks should be reviewed and agreed by the Board annually.
- 8.2 BH will ensure arrangements are in place for tenants and leaseholders to scrutinise performance and hold the organisation and LBB to account. Relevant information about performance should be included within the published Annual Report.
- 8.3 LBB reserves the right, where it believes fraudulent, misleading or erroneous information to be provided, to change or increase its level of performance monitoring.
- 8.4 LBB may also choose at any time to monitor or inspect the performance or compliance of any Service or request that BH make changes to a Service
- 8.5 BH will also be required to:
- 8.5.1 agree a Delivery Plan, a suite of performance indicators and other outputs no later than 31st December for each financial year, categorised according to LBB's 'SCOT' framework – Strategic, Critical, Operational, Transactional
- 8.5.2 respond with corrective actions and timescales to any outputs or matters arising from performance meetings no later than 10 working days following the meeting

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8.6 In addition, the following actions have been agreed for completion during 2015/16:

8.6.1 review the current change control and Agreement variation processes.

9 BENCHMARKING AND MARKET TESTING

9.1 BH will be a member of an appropriate Benchmarking Club and undertake an annual benchmarking exercise for all key business activities, where possible, at its own cost.

9.2 Each benchmarking exercise will ascertain the relative quality and competitiveness of the Services against other similar housing providers.

9.3 The outcomes from the benchmarking will be reported through the Performance Management Framework and result in an action plan, where deemed necessary for inclusion in the forthcoming financial year's business plan.

10 EMPLOYMENT AND PENSIONS

10.1 Staff

BH will:

10.1.1 ensure that it has sufficient trained and competent staff to carry out its obligations under the Agreement and that staffing and skills levels will be maintained throughout the contract term, unless agreed with LBB

10.1.2 continue to develop an organisational, management and staffing structure that possesses the requisite skills and experience to deliver a high quality, value for money Services

10.1.3 ensure appropriate relevant checks are undertaken on both direct and in direct staff carrying out duties as set out in the agreement with specific reference to safeguarding legislation and guidance

10.1.4 not discriminate, directly or indirectly, by way of victimisation or harassment, against any person on grounds of race, age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, sex or sexual orientation, contrary to any applicable provisions of the Equality Act 2010

10.1.5 consistent with good employer practice, ensure that its employees have appropriate representation (whether through trade unions or otherwise)

10.1.6 support LBB in complying with its Public Sector Equality Duty

10.1.7 comply with the requirements of TUPE

10.1.8 Consult LBB on the appointment of the Chief Executive

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- 10.1.9 Appoint, during 2015/16, a Finance Director; and maintain that post through the life of the Management Agreement

10.2 Pensions

- 10.2.1 This clause 10.2 applies only to those staff employed under Local Government Terms and Conditions.
- 10.2.2 Adherence with Local Government Pension Scheme Regulations and actuarial reporting requirements
- 10.2.3 Employer contribution rates set in accordance with actuarial requirements
- 10.2.4 LBB to meet the potential liability, calculated under Financial Reporting Standard 17 (Retirement Benefits), up to the point at which staff groups transferred to BH under TUPE rules. BH is responsible for any liability, or change in liability, from that point forward.
- 10.2.5 Adherence to LBB's requirements as administering authority for the London Borough of Barnet Pension Fund

11 CHANGE CONTROL AND VARIATIONS

- 11.1 Changes or variations to the Agreement will be managed through a prescribed change control and variation process. Changes and/or variations may be effected if there is a:
 - 11.1.1 change in law or statutory responsibilities
 - 11.1.2 change in stock numbers – to be determined through a midpoint review of the Agreement as set out in 6.1.2
 - 11.1.3 change in service provision through service re-design or any other substantial change.
 - 11.1.4 likely or proposed change in performance indicators or outcomes
- 11.2 Either party may raise a change request through their nominated Contract Managers and will respond within 20 working days of receipt. Change requests will be approved by the Strategic Review Group. These may referred to the Partnership Group by BH if it is not satisfied with the decision made by the Strategic Review Group, stating their reasons why their dispute the decision. The Partnership Group will respond within 20 working days of receipt of the disputed change request and their decision will be final.

12 DISPUTE RESOLUTION

- 12.1 Any disputes should be raised in the first instance with either parties respective Contract Manager who shall have 15 working days in which to resolve the issue.
- 12.2 If the issue remains unresolved after this period, or BH are not satisfied with the outcome, the dispute may be referred to the Strategic Review Group setting out

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the reason/s why. The Strategic review Group will have 20 working days from receipt to respond to the dispute.

- 12.3 If the dispute is still unresolved it can be escalated to the Partnership Group, who will have a further 20 working days to respond. The decision of the Partnership Group will be final.

13 STEP-IN

- 13.1 Without prejudice to any other rights or remedies LBB may have under the Agreement, if LBB reasonably believes that it needs to take action in connection with the services following BH failure to rectify a serious breach of the Agreement which:

- 13.1.1 Causes LBB any un-agreed financial loss exceeding £250,000
- 13.1.2 Results in a significant decrease in customer satisfaction or other key performance outcome
- 13.1.3 Causes material interruption to the provision of the Services exceeding three months
- 13.1.4 Constitutes a serious health and safety risk
- 13.1.5 Results in a conflict of interest
- 13.1.6 Constitutes a substantial or repeated act of fraud or a prohibited act

OR

- 13.1.7 BH fails to:
- (a) Comply with a direction, judgement or order made by a relevant authority or any other body with whose jurisdiction LBB or BH is required to comply
 - (b) Comply with a material provision of any corporate centric policies
 - (c) Discharge a statutory duty
 - (d) Respond adequately to the outcome of a statutory inspection
 - (e) Respond adequately to notices issued under clause 14

LBB shall be entitled to exercise its right to Step In.

- 13.2 The right of Step-In may include measures to address any aspect of the performance of the services and the introduction of management intervention in to a discrete or whole part of the service. It could also mean relieving BH of some or all of its obligations under the agreement and withholding payment / requiring reimbursement to undertake rectifications and / or make alternative service provision.

14 REMEDIAL ACTION, TERMINATION AND EXIT ARRANGEMENTS

14.1 Remedial Action

- 14.1.1 If a breach has continued for more than 10 working days, or occurred more than three times in a three month period, then LBB could serve notice on BH specifying that it is a formal warning notice; giving reasonable details of the breach; stating the details of the breach and advising that if it continues may result in a termination.
- 14.1.2 If following this warning notice the breach continues beyond 10 working days or two times in a three month period, LBB may serve a persistent breach final warning notice. This will state that if the breach continues or reoccurs for more than 10 working days or two times within a three month period, the Agreement may, in part or whole, be terminated.

14.2 Termination

- 14.2.1 On part or whole termination, BH shall transfer its right, title and interest in and to the assets to LBB or as directed by LBB, This includes all documents, records, books, data and information, electronic and paper based, in the possession, power or custody of BH. BH will also assign to LBB or anybody nominated by LBB the benefit of all contracts and it may have with third parties in relation to the Services

14.3 Exit Arrangements

- 14.3.1 During the final six months of the Agreement or during the notice period of a part or whole termination, if earlier and for three months thereafter, BH shall fully co-operate with the transfer of responsibility for the services with LBB.

15 LIABILITY

- 15.1.1 LBB shall not be liable to BH whether in contract, tort or otherwise for any loss damage or injury, however caused, arising out of, or in connection with the provision by BH of Services, or use of premises or equipment, save in relation to any deliberate or negligent act or omission of LBB, or any of its employees, in the course of their employment.
- 15.1.2 LBB will also not be responsible for any indirect or inconsequential loss, whatsoever, irrespective of the cause or causes.

15.1 Internal Controls

- 15.1.2 BH will adhere to LBB's Counter Fraud Framework, with all instances of suspected or reported fraud immediately passed through to CAFT, who have the overarching responsibility for all matters relating to frauds that are perpetrated both internally and externally including all aspects of Tenancy Fraud investigation.

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- 15.1.3 BH shall comply with relevant governance standards to be nominated by LBB (acting reasonably)
- 15.1.4 BH will develop and maintain appropriate risk register and reporting mechanisms to reflect the high financial values of the management agreement and the delivery obligations of BH
- 15.1.5 BH will ensure the risk register and audit plan and outcomes are presented and discussed by the Board/s annually, as a minimum
- 15.1.6 BH will ensure appropriate levels of insurance are be in place, including employers and public liability insurance
- 15.1.7 BH will establish and maintain an effective scheme of delegation including standing orders and financial regulations
- 15.1.8 BH will ensure policies and procedures are developed and maintained for all key activities of the business and regularly updated to meet all statutory and legislative requirements. These will be available for inspection at any time
- 15.1.9 BH will ensure that Procurement Strategy is compliant with EU Directive 2014/24/EU on public procurement, the Public Contracts Regulations 2015 and any applicable guidance issued by the Cabinet Office or Crown Commercial Service. BH's Procurement Policy should be an accessible document and published on BH's website

15.2 Audit

- 15.2.1 BH will provide LBB with open book / audit rights across TBG, including all contracts
- 15.2.2 BH will adhere to LBB's Assurance Protocol
- 15.2.3 BH will agree an annual audit plan with an escalation of issues classified as critical or important reported to LBB
- 15.2.4 BH will ensure timely provision of a copy of the external auditor's annual report
- 15.2.5 LBB reserves the right to request, acting reasonably, an audit of any areas of concern relating to part or all of its services. The cost of such audit will be borne by BH.

15.3 Public Relations and Publicity

- 15.3.1 BH may respond to press and media enquiries relating to operational housing activity only. All matters relating to housing policy or strategy, or that may be considered highly political or sensitive, should be referred to LBB.

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- 15.3.2 BH will be responsible for alerting LBB to any issues that may receive significant local or national attention or that is likely to be high profile.

15.4 Force Majeure

- 15.4.1 Neither party shall be entitled to bring a claim for a breach of obligations under the agreement, or incur any liability to the other party for any losses or damages incurred, to the extent that a force majeure event occurs and it is prevented from carrying obligations by that event.

15.5 Restrictions

- 15.5.1 BH shall not be permitted to assign, underlet, charge, sell, bargain or otherwise deal in any way with the benefit of the agreement in whole or part, except with the prior written authority of LBB.
- 15.5.2 Nothing in the Agreement, however, shall prevent BH from providing or procuring the provision of services from a sub-contractor of sound economic and financial standing with the appropriate technical and professional abilities as long as it is in accordance with the Public Contracts Regulations 2015.

15.6 Quality Management

BH will be responsible for ensuring the quality of the Services and is expected to appoint suitably qualified personnel to undertake this role, where appropriate. Any key issues relating to quality management and assurance should be highlighted through the monthly performance review meeting and monitored through the risk management framework. This will be subject to regular audit.

15.7 Inquiries, Investigations and Inspections

BH will fully operate with any inquiry, investigation or inspection which in any way concerns, affects or relates to the services, or any sum claimed or charged in relation to the Agreement. The terms of any sub-contractors should include the same provisions.

15.8 Information Management

- 15.8.1 BH will ensure data is held and managed in compliance with the Data Protection Act and any other relevant legislation. Both parties will use all reasonable endeavours to share information, subject to any obligation in confidentiality and in accordance with an Information Sharing Protocol and Agreement. The same will apply in relation to all sub-contractors.
- 15.8.2 BH will acknowledge that all data is the property of LBB and LBB reserves all Intellectual Property Rights
- 15.8.3 BH shall comply with LBB's Information Security Policy and any other such policies relating to the security and confidentiality of data and information

15.9 Records Management

15.9.1 BH will maintain full records for the duration of the contract and will be required to transfer these to LBB on termination of the operation of the business.

15.9.2 BH will have a records management and retention policy agreed with LBB

15.10 Health, Safety and Welfare

15.10.1 BH will:

- (a) Ensure the health and safety of its employees and comply with the requirements of all legislation and codes of practice relating to health, safety and fire
- (b) Have a written health and safety policy which must be at least equivalent to LBB's policy
- (c) Maintain and implement business continuity and emergency plans and ensure they are regularly tested
- (d) Inform the Contract Manager immediately of any fatality and, within 24 hours, of any major injury, reportable disease or reportable dangerous occurrence: Provide the Contract Manager with an annual report on the previous year's health and safety performance for the subsequent 12 month period
- (e) Ensure that all equipment is installed, used and maintained to meet statutory requirements, appropriate British, European or International standards and manufacturers' recommendations

SCHEDULE 1 – SERVICES

1 Overview of Services to be provided by BH

- 1.1 BH will provide the following housing and housing related services for LBB's 15,000 tenanted and leasehold properties (as at 2015) in support of LBB's Housing and Tenancy Strategies in accordance with the terms of this Agreement.
- 1.1.1 Housing Options (Statutory Council Duty) – homelessness advice, prevention, supply and housing solutions, including management of temporary and emergency accommodation and privately leased homes, allocations and lettings
 - 1.1.2 Aids and Adaptations in council owned homes
 - 1.1.3 Tenancy Management including income collection (rents and arrears) and anti-social behaviour
 - 1.1.4 Neighbourhood and Estate Management including the management of the decanting of secure and non-secure tenants and other occupants to support LBB's regeneration plans
 - 1.1.5 Leasehold, Freehold and Shared Ownership Management
 - 1.1.6 Voids and Empty Property Management
 - 1.1.7 Asset Management including cyclical and major works
 - 1.1.8 Repairs and Maintenance
 - 1.1.9 Community Development and Resident Engagement
 - 1.1.10 Sheltered and Older People's Housing
 - 1.1.11 Floating Support
 - 1.1.12 Assist Scheme
 - 1.1.13 Leading and responding to Welfare Reform and Universal Credit implementation
 - 1.1.14 Management of other housing assets: Garages and other buildings on housing estates, estate offices, tenant resource facilities, meeting rooms, un-adopted roads, paths, playgrounds, gardens and amenity areas on HRA land
 - 1.1.15 Right to Buy (RTB) Sales
 - 1.1.16 Housing Development
 - 1.1.17 Housing Strategies

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1.1.18 Customer Care, Complaints, Member Enquiries, Environmental Information Regulations and Freedom of Information requests

1.2 Housing Options

LBB has a statutory responsibility to provide housing advice and assistance to residents who are threatened with homelessness and to those who have a recognised housing need through LBB's Allocations Policy.

LBB has opted to commission this service through BH, details of which include, but are not limited to:

BH will at all times:

- Maintain a supply and demand model to enable forecasting
- Provide housing advice/options on homelessness prevention and housing solutions, signposting and referrals to other services
- Make and issue full written decisions for all applications made under the Housing Act 1996 part VI and VII
- Provide an on call emergency out of hours advice and assistance service to those who are homeless or threatened with immediate homelessness
- Provide housing advice and assistance to residents who are threatened with homelessness due to domestic violence
- Create, in conjunction with LBB and implement an Allocations Scheme and provide access to accommodation to eligible customers under this scheme
- Take account of an applicant's medical circumstances when making decisions about what, if any, housing duties are owed and what constitutes a reasonable housing offer
- Provide accommodation to customers owed a duty under Part VI and VII of the Housing Act 1996
- Provide accommodation under discretionary powers, where no statutory duty is owed
- Conduct statutory reviews and appeals
- Assess and administer Discretionary Housing Payments. Liaise with Council's Housing Benefit team to maximise budget draw down
- Provide and manage a homelessness prevention fund
- Provide a signposting and referral service to Outreach Barnet, adult social care, MASH and other key partners in the Borough
- Provide a Sanctuary Scheme for victims of domestic violence
- Support the prevention of youth homelessness and provide support to young people to remain in their families
- Provide a youth mediation service
- Procure and manage temporary accommodation, including a private sector and rental and leasing portfolios, housing association direct lettings, nightly purchased and hostels
- Provide a Private Sector Leasing service (**PSL**) with a full management service for private sector landlords and registered providers and properties secured through the Hardship Acquisition Buyback Scheme, delivered and maintained to a published set of standards

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- Provide manage and administer emergency and interim temporary accommodation to meet daily demand.
- Provide and manage a private lettings service (Let2Barnet) to enable households to access private rented sector properties
- Collect rental income and maximise housing benefit contributions
- Implement robust plans to reduce the use of temporary accommodation and costs to LBB's General Fund
- Ensure that safeguarding responsibilities are fully met
- Manage and implement a scheme to address under occupation of council homes within the Borough
- Manage and implement a range of housing mobility schemes including mutual exchange, Home Finder, Home Moves and Seaside and Country, or their successors over the period of this agreement
- Develop and agree with LBB an annual Homelessness Strategy
- Implement LBB's Tenancy Strategy
- Develop and implement a Tenancy Sustainment Strategy
- Provide, in conjunction with the Adults and Communities team specialist housing advice and support to vulnerable customers moving out of supported accommodation and residential care.
- Undertake appropriate administration, including 'Tell us Once and Notify
- Provide specific support services, such as furniture storage
- Manage the private landlords forum and landlord accreditation to improve private rented sector standards
- Support LBB's Safer Communities Strategy including exercising discretion under homelessness legislation to provide emergency accommodation for high risk offenders
- Work with LBB's Environmental Health Service to help bring empty properties back in to use and provide low cost temporary accommodation in the borough
- Monitor and work to minimise the number of rough sleepers in the borough

In addition the following actions have been agreed for completion during 2015/16:

- Undertake a peer review of the Housing Options Service

1.3 Aids and Adaptations

BH will at all times:

- Provide an aids and adaptations service in council homes to tenants who are eligible
- Support residents to remain in their home living independent lives though adapting housing when appropriate to do so.
- Use the opportunity of completing the adaptations to undertake other minor works that will better ensure a 'life-time' home
- Adequately manage the housing stock in a legally compliant manner giving due regard for all relevant legalisation.

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- Ensure LBB receives value for money by utilising the synergies that the adaptations service has with the rest of BH to provide increased levels of performance without any increasing expenditure.
- Ensure the components installed are of good quality to ensure that on-going maintenance is minimised and affordable
- Minimise the removal of adaptations from properties
- Optimise the housing stock to create more accessible homes through development and property extensions/loft conversions
- Maintain a register of adapted properties
- Manage the performance of all external contractors employed to provide aids and adaptations effectively, ensuring that they provide an excellent standard of care to residents and value for money to LBB
- Provide customers with an excellent standard of customer care and be responsive to their individual needs, ensuring that the currently high levels of customer satisfaction are maintained

1.4 Tenancy Management

BH will at all times:

- Implement LBB's Tenancy Strategy and ensure that tenants are fully aware of their rights and responsibilities as part of their Tenancy Agreement
- Develop and implement a range of published policies, procedures and service standards setting out the approach to tenancy management to ensure tenancies are well managed and tenants receive high standards of service
- Carry out new tenant visits within a maximum period of eight weeks after sign up to ensure new tenants are aware of their obligations and rent responsibilities and to promote and support sustainable tenancies
- Manage introductory tenancies, ensuring tenancy conditions are kept throughout the introductory period, appropriate action is taken when required and the tenancy agreement is updated at the end of the successful introductory period.
- Manage change of tenancy including joint tenancies, sub-letting, succession and assignment of tenancies
- Manage flexible tenancies, ensuring tenancy conditions are kept throughout the introductory and fixed term periods, appropriate enforcement action is taken when required and carry out the review and renewal processes. Encourage and support flexible tenants to prepare for independence in order for them to move on to other housing options.
- Develop strategies to deal with hard to let properties including carrying out exit surveys for departing tenants, following up refusals, local lettings plans, stock rationalisation plans and initiatives to tackle anti-social behaviour
- Take action to investigate all reports of tenancy misuse, including pre-tenancy checks on mutual exchanges, reporting any suspected cases of tenancy fraud to LBB's CAFT team and working with them to take enforcement action where required
- Work with partners and council colleagues to support complex families and vulnerable people, with due regard to safeguarding frameworks and policies, ensuring appropriate signposting and referral
- Promote tenancy sustainability and prevent homelessness, whenever possible

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- Support LBB in the calculation and administration of changes to rent and other charges. Undertake rent administration on behalf of all council tenancies, notifying tenants of any changes within an agreed timetable.
- Provide clear information to tenants on how rents and other charges are set and changes to payments or charges, when necessary. Provide regular rent statements on request.
- Provide a variety of methods for payment of rent and other charges to maximise rent and service charge collection
- Collect rents and all other charges, such as, communal heating, garage rents and service charges and carry out arrears recovery, taking legal action when required
- Ensure tenants are provided with advice and assistance in relation to welfare benefits, including housing benefit verification, assistance with completing housing benefit forms. Promote specialist money advice and support, liaising with specialist agencies as appropriate
- Provide realistic payment plans to tenants in arrears and monitor compliance with these
- Tackle anti-social behaviour and promote a culture of respect and consideration for others across all tenures. Make full and appropriate use of available tools and powers, adopting a positive, pro-active and partnership based approach, taking firm action and supporting people experiencing harassment, domestic violence or neighbourhood nuisance
- Publish an anti-social behaviour policy setting out the standards tenants can expect in relation to anti-social behaviour and BH goes about meeting these
- Meet with anti-social and hate crime complainants in a timely manner in accordance with published standards. Develop a tailored action plan for each case outlining investigation and remedial actions, keeping complainants informed throughout and setting clear and agreed timescales with a named contact officer.
- Make appropriate use of mediation where this may be the best way to resolve neighbour problems
- Where appropriate, work with other agencies to ensure that appropriate support is provided to perpetrators to help them to change their behaviour
- Work closely with police, council officers and other partner agencies to take a collaborative and co-ordinated approach to prevention and enforcement and to tackle the underlying causes of anti-social behaviour
- Take legal action regarding injunctions, evictions and repossessions with due regard to relevant law and good practice
- Seek feedback and satisfaction with closed anti-social behaviour cases and follow up where a complainant is not satisfied with the resolution, monitoring overall performance and related service improvements
- Publish an annual report on actions taken to tackle anti-social behaviour, hate crime, domestic abuse and safeguarding with numerical data relating to number of cases, actions taken and outcomes and a narrative on where improvement is needed and how this will be achieved

1.5 Neighbourhood and Estate Management

BH will at all times:

- Work in partnership with other agencies, where appropriate, to provide an integrated neighbourhood management service irrespective of tenure, ensuring neighbourhoods are kept clean and safe, as practicable as possible and neighbourhood problems are identified and dealt with in a timely and effective manner and in accordance with all relevant performance outcomes. This will include working on developing common standards and joint approaches to solving local issues, supporting regeneration and improving the quality of life and life chances for local people
- Ensure, wherever possible, that local people are involved and engaged in identifying and resolving problems in their area, including carrying out estate walkabouts and ensuring actions and outcomes from these are monitored, dealt with in a timely manner and fed back to residents
- Undertake regular estate inspections, adopting a 'see it, own it' culture as part of their daily work, reporting neighbourhood management issues and referring on where these do not relate to their own areas of responsibility
- Provide a grounds maintenance service and ensure, as reasonably practicable, that housing land is kept neat, tidy, free of litter and debris and in a usable condition and trees are both maintained and protected to appropriate standards
- Take appropriate action with regard to tenants and leaseholders who do not look after their gardens or who otherwise spoil the appearance of estates and take enforcement action where necessary
- Deliver an estates works programme: Ensure, as is reasonably practicable that external communal areas of properties are well managed, clean, tidy and free from hazards, including the maintenance and replacement, when necessary, of fencing, gates, pathways, boundary treatments, furniture, trees and planting
- Ensure, where reasonably practicable that properties with communal area are kept safe and secure including ensuring the effective operation of lighting, secure door entry systems (where installed), and CCTV (where installed) and relevant signage in place, undertaking effective related servicing, repairs and replacement
- Provide cleaning and caretaking services to properties with communal areas in accordance with published standards
- Provide adequate facilities for the removal of domestic and bulky refuse and ensure bin rooms, chutes and hoppers are well managed, clean and tidy
- Remove graffiti and prioritise the removal of hate and offensive graffiti
- Resolve pest control issues to internal and external communal areas
- Work with residents and partner organisations to deal with parking issues and problems, ensuring action is taken to resolve disputes, wherever possible, in cases of unauthorised parking and abandoned vehicles: Manage estate based controlled parking schemes
- Manage garages, including any waiting lists and undertake repairs and maintenance and collection of garage rents
- Undertake regular customer satisfaction monitoring of neighbourhood and environmental management

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- Contribute to and support LBB's regeneration plans, managing agreed decant and rehousing plans: Ensure records are maintained of costs incurred through staffing, home loss payments, resident removal costs, attendance at regeneration meetings and any other associated costs and can be accounted for separately from general housing management works for ease of monitoring and evaluation.

1.6 Leasehold, Freehold and Shared Ownership Management

BH will at all times:

- Comply with all leaseholder obligations in relation to management and management of blocks
- Ensure leaseholders adhere to their lease conditions, taking enforcement action as required
- Undertake statutory section 20 consultation for works in excess of £250 ensuring all legal requirements are complied with
- Produce will accurate and timely annual service charge bills and statements for all leaseholders and shared ownership properties, for both day to day maintenance and major works and deal with all resulting enquiries
- Administer extended payment options scheme
- Produce and collect estate management service charges from freeholders, where applicable
- Collect and undertake arrears recovery relating to service charge bills, debt advice referrals, financial interviews and when applicable, take legal action
- Respond and deal with Deed of Variation and consent for alterations, lease extensions, enfranchisement and land purchase requests
- Prepare and issue pre-assignment packs for open market sales
- Deal with matters relating to breaches of lease, including site visits, correspondence and legal referrals, when necessary
- Carry out new leaseholder interviews
- Ensure appropriate fee structure in place for commercial services to leaseholders, including Let2Barnet, repairs and gas servicing
- Arrange payment advice surgeries for major works, and service charge surgeries to take place when the actual statements are submitted each September
- Prepare cases and represent LBB at Mediations, First Tier Tribunals, Upper Tier Tribunals and in court, as required

1.7 Voids and Empty Property Management

BH will at all times:

- Ensure properties are empty for the minimum amount of time by identifying voids at the earliest opportunity and inspecting in a timely manner
- Carry out re-let works including repairs, maintenance and major works, if necessary
- Develop and maintain a consistent void and lettings standard to maintain high levels of customer satisfaction.

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- Minimise financial loss arising from deliberate damages by ensuring that outgoing tenants are aware of the recharging policy
- Re-charge works where they are found to be in excess of regular wear and tear to departed tenants, where possible
- Keep external areas, including gardens tidy, as is reasonably practicable
- Ensure gas and electric safety checks are completed before any new tenancy commences
- Ensure an Energy Performance Certificate (**EPC**) is available for prospective tenants; Maintain a database of EPCs
- Undertake post works inspections for quality assurance
- Keep void properties safe and secure by most appropriate and cost effective means
- Manage and rectify any security breaches, when they arise: Deal promptly with incidents of vandalism, squatting and illegal occupation, taking legal action, as necessary
- Re-let properties, drawing up viewing short lists, carrying out pre-let viewings and offering void properties to rehousing applicants during the re-let period, where feasible
- Sign up new tenants and provide an information welcome pack
- Minimise the number of abandoned properties by enforcing the requirements of tenancy agreements and encouraging tenants to comply with notice periods
- Monitor the key stages of the overall void process to ensure top quartile performance
- Comply with the DCLG's requirements to provide statistical information on new lets and tenants under CORE (**Continuous Recording**)
- Undertake a customer satisfaction survey on completion of lettings: Monitor levels of satisfaction to identify and where appropriate investigate, areas of concern and drive service improvements

1.8 Repairs and Maintenance

BH will at all times:

- Manage repairs service to ensure broadly in line with good practice ratio of 70/30% planned to reactive repairs
- Carry out inspections on properties to diagnose repairs
- Deliver a responsive repairs service, including emergency and out of hours, with the aim of achieving 'a right first time fix' and in accordance with agreed performance targets
- Effectively procure and manage contractors to achieve best value for money, undertaking an annual contract review process a monthly performance review and a quarterly strategic review of delivery
- Put in place appropriate arrangements to ensure all repair and maintenance operatives are suitably trained and qualified and where applicable, accredited by the relevant industry body
- Ensure appropriate arrangements in place to enable tenants and leaseholders to easily report repairs, with a choice of reporting mechanisms and have work done at a convenient time, safely and to a good standard
- Offer an appointment system in accordance with published service standards

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- Undertake a programme of post repair inspections to ensure quality assurance
- Manage and monitor any rechargeable repairs and recover costs
- Manage the right to improve and any tenant alteration requests
- Effectively manage legal disrepair cases, including acting on behalf of LBB. (Through settlement or defending, as determined by BH with appropriate legal advice)
- Ensure Landlord Gas Safety Record servicing is carried out in accordance with relevant legislation, industry standards and good practice and repairs or replacement are effectively carried, as necessary to maintain 100% compliance of Barnet's housing stock.
- Ensure all servicing is carried out in accordance with relevant legislation, industry standards and good practice and repairs or replacement are effectively carried
- Manage no access (gas repair) referrals and take appropriate legal action, if required
- Undertake periodic testing and servicing of equipment and installed adaptations
- Manage and maintain communal heating and hot water systems (including Grahame Park): Ensure appropriate payment, billing and collection processes are in place
- Ensure emergency rotas and out of hours cover is in place
- Manage public liability and any other insurance claims to a satisfactory conclusion
- Undertake a customer satisfaction survey on completion of repair: Monitor levels of satisfaction to identify and where appropriate investigate, areas of concern and drive service improvements

Risk & Compliance

- Maintain an asbestos register and an asbestos management plan
- Undertake fire risk assessments to communal areas and carry out actions arising from them

Mechanical & Electrical

- Test and service Fire/Smoke Alarms, detection systems, emergency lighting installations, smoke vents and the like to communal areas, sheltered blocks and hostels (where fitted).
- Test and service fire and smoke alarms to domestic dwellings (Tenanted units only) where fitted.
- Test and service Lifts and carry out all repairs. Attend to entrapments.
- Inspect and test fixed wiring within communal areas and to tenanted units only.
- Inspect lightning protection systems (where fitted)
- Inspect and carry out testing of water services when applicable
- Carry out Legionella testing
- Maintain Service ducts
- Maintain communal integrated reception systems where installed

1.9 Asset Management

BH will at all times:

- Maintain a prioritised asset management strategy including cyclical maintenance and lifecycle replacement works, with input from residents, for continuous rolling 30 year period, updated annually and agreed with LBB
- Undertake surveys to determine scope of works, engaging with residents about proposed works and policies, offering choices, where appropriate and advising of a named liaison officer at least two weeks before the start of the works
- Plan and package works to minimise disruption, utilise access arrangements most effectively and provide maximum value for money
- Procure and contract manage works in line with applicable public procurement legislation, ensuring an appropriate inspection regime to ensure quality
- Utilise local contractors and suppliers when feasible, setting employment and training targets for employment for apprentices and young people
- Project manage work on site
- Where practicable make use of energy efficiency materials and undertake planned works in a manner to assist residents in lowering fuel costs and lowering communal fuel costs when applicable.
- Maximise energy efficiency materials and measures to help reduce fuel poverty
- Ensure, as far as is practicable that spending reflects tenants' priorities and they are made aware of how value for money has been secured and tested
- Undertake customer satisfaction survey on completion of works and use to identify further service improvements
- Maintain an appropriate asset management database with accurate stock condition data
- Maintain all retained properties to minimum Decent Homes Standard and in a safe condition, addressing health and safety defects as a priority and preventing homes falling into disrepair
- Submit an annual asset management and expenditure plan
- Undertake a review of stock viability modelling and NPV analysis at least twice during the period of the Agreement, to make best use of assets and propose potential development to LBB
- Provide a monthly budget and performance report by xxx each month
- Provide annual progress statement by 30th June for the preceding year against the overarching asset management strategy
- Comply with all statutory maintenance, risk and health and safety obligations as a landlord
- Maintain an asset register relating to all HRA properties, land and other assets

In addition, the following actions have been agreed for completion during 2015/16:

- Defined Barnet Homes Standard to be agreed with tenants that reasonably meets their aspirations
- Agree process for agreeing capital funding for asset management strategy on an annual rolling basis

1.10 Community Development / Resident Engagement

BH will at all times:

- Provide tenants, leaseholders and other residents (where appropriate) opportunities for consultation and involvement across the housing service
- Encourage tenants, leaseholders, residents (where applicable) and users of the Housing Options service to give feedback and help improve the services, using a range of accessible and innovative methods
- Adhere to the HCA consumer standards and ensure tenants and leaseholders are able to participate in, influence and scrutinise strategic and operational decision making and performance: Publish an annual report on the outcomes from resident scrutiny.
- Develop and maintain an accessible Community Development Strategy, including a tenant and leaseholder engagement plan and a communications plan for estate regeneration activities
- Undertake activities in accordance with the Community Development Strategy aimed at improving outcomes for tenants, promoting the sustainability of tenancies, or reducing rent arrears.
- Establish, develop and support groups to take a lead in making improvements in their community
- Maximise the use of community assets
- Identify external funding and grant income to support community development and agreed priorities
- Encourage and co-ordinate training and employment support
- Ensure effective mechanisms for understanding tenants needs and priorities to inform service developments and improvements
- Ensure robust consultation and communication, that meets statutory requirements, where applicable, is undertaken in relation to all significant organisational changes and works programmes, keeping ward members informed
- Provide support to tenants and residents groups and other relevant consultation groups, panels and forums, encouraging the formation of new groups, where appropriate
- Undertake a range of activities to measure customer satisfaction including, but not limited to exit interviews, mystery shopping and questionnaires or surveys following receipt of a service
- Undertake a recognised (STAR or similar) biennial survey of tenant opinion and use to inform development and improvement plans, KPIs and other outputs
- Publish an Annual Report for tenants and leaseholders no later than six months after each financial year end
- Develop and maintain an up to date website that is accessible to all members of the community
- Ensure effective plans are in place to encourage participation and feedback from those parts of the community that are underrepresented or harder to reach

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- Develop and maintain a customer profile database including diversity information such as language, disability, cultural needs and language to enable monitoring
- Promote equality and diversity, challenging discrimination and ensuring tenants, leaseholders and residents are treated with respect and dignity
- Carry out Equality Impact Assessments on significant service changes and new policies to ensure the needs of all service users have been considered and to prevent discrimination
- Seek at all times to increase overall levels of customer satisfaction
- Ensure under section under 27B of the Housing Act 1985 arrangements are in place for dealing effectively with any proposals from tenant groups to form a Tenants Management Organisation (**TMOs**). If any proposal leads to the successful establishment of a TMO within the Borough, LBB reserve the right to vary this agreement to reflect such change.

In addition, the following actions are agreed for completion in 2015/16:

- Develop a new community development and resident engagement strategy
- Develop a process for measuring social value and outcomes from investment in community projects
- Review youth provision to look at securing funding for services post 2016, with particular reference to existing four youth clubs

1.11 Sheltered and Older People's Housing

BH will at all times:

- Deliver a comprehensive Sheltered Housing Service with support options to meet a growing demand for an increasingly elderly population
- Review sheltered housing provision in line with LBB Commissioning Strategy for Older People to ensure fit for purpose and delivered as efficiently and effectively as possible
- Provide a 'home for life' in secure communities of Sheltered, ShelteredPlus or Extra Care housing for older people, offering flexible support that enables service users to lead improved and more independent lives for longer, including the use of assistive technology
- Monitor and understand the demand versus supply of specialist housing stock
- Ensure that all Sheltered Housing staff are Dementia Friends
- Integrate the Care and Support Bill, personalisation and implementing reforms.
- Ensure the early recognition and treatment of illness preventing the need for hospital admissions or shorter hospital stays
- Combat loneliness and social isolation by using communal lounges and gardens, providing opportunities and activities for residents to easily and safely interact socially
- Provide clear information to tenants regarding any changes or developments which may affect them and keep them updated and involved local activities and events
- Understand housing's role in health and wellbeing of the growing older population by working in partnership with agencies such as AgeUK Barnet, Community Barnet, local voluntary and community groups, Barnet CAB, GP's and local Mental Health.

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- Provide a Sheltered PLUS service at Gadsbury Close and intensive enhanced housing management to these properties including premises control, general and individualised risk assessment and effective management.
- Provide health and safety checks, including FRA and Legionella, on all sheltered site

1.12 Floating Support

BH will at all times:

- Provide a comprehensive and flexible service through a clear understanding of vulnerable client's needs to help them sustain their tenancies and live independently. This will include working directly and with a range of agencies, advice centres and support groups to help people achieve a better level of health and wellbeing; gain training, employment or volunteering opportunities; increase independence; maintain their home; maximise their income and the benefits that may be available to them and any other issues that support the aims and objectives of the service
- Deliver services within an integrated housing health and social environment
- Enable and empower vulnerable services to sustain tenancies and prevent homelessness, whenever possible, increasing opportunities for meaningful contributions to the community: Support them to achieve agreed, realistic and achievable goals and targets as part of planned, holistic, individual assessments and a support plan with a named contact officer.
- Work with partners and LBB to support complex families and vulnerable people, with due regard to safeguarding frameworks and policies, ensuring appropriate support, signposting and referral
- Support residents to settle back at home after a long period of hospitalisation
- Work with colleagues and other agencies to ensure that appropriate support is provided both to people experiencing harassment or neighbourhood nuisance and to the perpetrators of anti-social behaviour to help them to change their behaviour

1.13 Assist Scheme

BH will at all times:

- Provide the community alarm centre
- Purchase, provide and install, stage 1 Telecare equipment
- Manage the decommissioning and recycling of stage 1 Telecare equipment
- Ensure reactive repairs are maintained in line with the agreed targets
- Provide a preventative maintenance service in line with agreed targets
- Manage the 24/7 emergency and non-emergency call services ensuring call answering targets are met
- Provide a key safe installation service
- Manage the 24/7 emergency mobile response service to provide basic first aid, welfare checks and access for the emergency services for registered providers and individuals and meets agreed targets
- Manage the floating support and scheme cover for registered providers requiring daily visits for vulnerable service users.
- Provide a carer's emergency plan service to provide a safety net for carers

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- Provide 24/7 lone worker monitoring service
- Develop and maintain industry standard policies and procedures
- Notify the LBB of any material health and safety incidents
- Ensure accurate billing and full service charge recovery
- Work in partnership with other professionals to ensure that LBB's enablement strategy is promoted
- Work in partnership with emergency services to provide support for vulnerable tenants.
- Ensure Assist staff are aware of their responsibility for safeguarding, including signposting and referral

1.14 Leading and responding to Welfare Reform and Universal Credit Implementation

BH will at all times:

- Provide assistance and advice in relation to:
 - a) Claiming relevant benefits
 - b) Digital inclusion
 - c) Personal budgeting
 - d) Making effective claims for Discretionary Housing Payments (DHP) and other relevant funds
 - e) DLA/PIP assessments
 - f) Employment and training advice, linking to other provision in the borough
 - g) Benefit and employment support for young tenants (under 25s), and any other groups that may be disproportionately affected by reforms.
 - h) Supporting tenants impacted by welfare reform to move to more affordable accommodation
- To fulfil these obligations BH will work effectively with key partners and agencies such as, LBB's Housing Benefit Service, Job Centre Plus, voluntary organisations and Citizens Advice Bureau

TBC:

- *Provide digital and personal budget support to residents impacted by the introduction of Universal Credit – funding dependant TBC by Rachel Williamson*
- *Lead Welfare Reform Taskforce, administering the benefit cap, providing advice on welfare reforms and supporting people to find work to minimise homelessness – based on additional funding TBC by Rachel Williamson*
- *Deliver the Work People, Working Places Programme in Burnt Oak – one year contract for 2016/17 TBC by Rachel Williamson*

1.15 Management of Other Housing Assets

BH will at all times:

Garages

- Manage and maintain the garage stock (c1200)

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- Manage the letting policy and tenancy conditions, i.e. what the garages can be used to store
- Manage and maintain the waiting list for garages
- Administer the lettings and tenancies of the garages Implement garage rent charge policy as set by LBB, ensuring effective billing and rent recovery
- Undertake a regular review of garage sites, particularly where demand is low, to ascertain if better use could be made of the amenity

Grahame Park estate office

- Manage and maintain the Grahame Park estate office until such time as the building is demolished for the regeneration programme
- Seek revenue making opportunities through hiring out space to local partners and community groups
- Ensure the HRA public realm is maintained for visitors

Community Centres (The Concourse, Grahame Park, Marsh Drive, West Hendon, Cheshire Hall, Hendon, and such new centres as may from time to time be agreed between LBB and BH)

- Manage the hire of these facilities to individuals, community groups and others as appropriate and monitor condition following a hire period
- Collect hire charges and discounts as set by LBB.
- Carry out Health and Safety checks

Playgrounds

- Annually assess the condition and safety of playgrounds on HRA land
- Carry out necessary repairs and maintenance to ensure they are safe and in good working condition

Un-adopted roads and areas

- Roads/paths/car parks which are within the curtilage of HRA land are BH' responsibility to repair and maintain. BH will engage with LBB Highways to ascertain ownership if the land ownership is unclear.

1.16 Right To Buy Sales

BH will at all times:

- Respond to and deal with RTB enquiries within statutory timescales
- Process applications within the statutory deadlines
- Determine entitlement and work with CAFT to prevent the fraudulent loss of housing stock
- Obtain valuations for the property and prepare and serve S125 offer notices packs
- Deal with property valuation challenges – District Valuer determinations
- Manage appeals, when necessary, including at the First Tier Tribunal, from the Housing Ombudsman and from the Secretary of State via the DCLG
- Administer and calculate discount through the relevant provider, i.e. the Sequel Servicer database

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- Carry out pre-sales interviews
- Prepare packs for legal advisors for conveyancing and deal with administration of the sale in conjunction with the tenant's solicitor and BH legal advisors
- Make decisions in relation to areas where discretion can be applied within the statutory process i.e. extending S140 and S141 periods, allowing slippage in relation to the completion date where the situations demands.
- Provide an annual return (numerical, financial, property type, age, number of bedrooms) relating to properties purchased under Right to Buy
- Manage the sales process

1.17 Housing Development Management Services (including Shared Ownership)

BH will at all times:

- Prepare business cases for the development of sites, in accordance with the LBB business case model or such other model as may be agreed between BH and LBB.
- Programme manage development sites, including identifying the key outputs, performance targets and standards
- Identify suitable development opportunities on HRA land
- Appraise development opportunities to establish their suitability for housing development
- Undertake a thorough financial analysis of development opportunities on HRA land and existing housing stock including the use of Net Present Value
- Appoint legal advisors to prepare title reports and undertake due diligence on development sites.
- Oversee the preparation of planning applications to secure planning approval.
- Appoint consultants to provide effective contracts administration and site supervision to ensure cost, quality and programme targets are met
- Engage with statutory bodies to ensure deliverability and viability
- Financially appraise projects and prepare project budgets
- Bid for grant funding to support development opportunities, if and when appropriate
- Prepare reports, including Committee reports, for LBB approval in an agreed format
- Appoint and manage the design team and a wider professional team as necessary
- Manage the design process including compliance with internal procedures (e.g. design guide), GLA requirements and the London Design Guide and appropriate agreed best practice in the delivery of specialist housing, such as extra care
- Establish and continually review a design brief for housing for social rent and shared ownership to ensure high quality developments are delivered
- Undertake resident and stakeholder consultation
- Manage the planning process
- Manage the procurement process, seeking to achieve best value
- Ensure financial management of the development programme
- Work in collaboration with LBB within agreed governance structures, to deliver the development programme including risk management and key financial outputs such as RTB expenditure
- Manage the handover and defects liability period
- Manage local, Member, statutory and VIP consultation
- Manage site publicity and communications

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- Act as the client on all shared ownership properties developed by LBB
- Assess the suitability of sites for shared ownership, producing financial appraisals and assessing affordability levels, producing design briefs and acting as the client during the development and construction process.

1.18 Housing Strategies

BH will at all times:

- Provide timely input into LBB's housing related strategies, making recommendations for change, as appropriate, including but not limited to: Corporate Plan; Commissioning Plans; Housing Strategy; Tenancy Strategy; Local Plan (including affordable housing supplementary planning document)
- Contribute to the Housing Allocations Scheme and Placement Policy in accordance with the process agreed in 2015/16.
- Ownership of relevant objectives and outcomes with annual report to Commissioning Director, Growth and Development or such other relevant Chief Officer as requested by LBB on progress and interventions within two months of the end of the financial year
- Maintain an evidence base to support the overarching Housing Strategy
- Support LBB's Commissioning Directors, Commercial Director, or such other relevant Chief Officers as requested by LBB, and their teams in delivering LBB's corporate objectives
- Identify issues and opportunities in the services managed and draft responses to national and regional government consultations for agreement with LBB

1.19 Customer Care, Complaints, Member Enquiries, Environmental Information Regulations and Freedom of Information requests

BH will at all times:

- Publish and deliver against a set of customer service standards for reporting through the Performance Management Framework and the Annual Report
- Provide access to and keep tenants and leaseholders informed about the services it provides, providing high quality and 'tenant friendly' communications
- Resolve enquiries across the full range of services at the first point of contact, where possible or will agree an extended deadline where queries cannot be resolved immediately, aiming to minimise the number of 'avoidable contacts'.
- Publish a complaints policy and information on how to make a complaint, in line with LBB's response timescales and escalation process
- Adhere to LBB's timescales for responding to Complaints, Member Enquiries and Freedom of Information requests and information under the Environmental Information Regulations
- Respond to complaints in accordance with published timescales
- Deal with enquiries and complaints through the Ombudsman within prescribed timescales
- Maintain a complaints 'learning log' to demonstrate improvements and changes are made as a consequence of complaints
- Respond to petitions on time
- Deal with members (VIP) enquiries in a timely fashion

SCHEDULE 2– PERFORMANCE MANAGEMENT FRAMEWORK

The Parties confirm that the following performance management process will be incorporated into the Agreement.

Council Governance

	Attendees	Frequency	Nature	Escalation / Reporting Route
Performance and Contract Management	Members: http://barnet.moderngov.co.uk/mgCommitteeDetails.aspx?ID=693 BH: Senior representative (as requested) LBB: Chief Operating Officer, Customer Services and Commercial Director	<i>Quarterly</i>	Public scrutiny of the performance of LBB with opportunity to discuss performance challenges with relevant directors (as required)	Referrals to other committees, including Housing and Policy and Resources (as required)
Challenge Session	Members: Chair and Deputy Chair of committee BH: Senior representative (as requested)	<i>Quarterly</i>	Detailed scrutiny of BH performance ahead of Performance and Contract Management Committee	None
Delivery Board	BH: Senior representative LBB: Chief Operating Officer and other Delivery Unit Directors	<i>Quarterly</i>	Council wide scrutiny	Intervention levels are agreed by this Board. This will include potential for special measures.
Housing Strategic Partnership Board	BH: Chief Executive, other senior representatives LBB: Commissioning Director, Growth and Development, other relevant commissioners, representatives of		Monitoring progress with delivery of the Commissioning Plan and Housing Strategy	SCB if required.

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	Attendees	Frequency	Nature	Escalation / Reporting Route
	LBB finance, commercial and other relevant teams. Senior Re representative responsible for regulation of private rented sector, and other relevant senior Re officers.			

Contract Governance

	Attendees	Frequency	Nature	Escalation / Reporting Route
Performance Review meetings	BH: Operations and Finance Managers LBB: Contract Manager; CSG Finance Manager; Re Strategy Manager	<i>Monthly</i>	Scrutiny of performance against management agreement and budgets	Commercial Director Performance and Contract Monitoring Committee Strategic Review Group
Strategic Review Group	BH: Executive Officers LBB: Commissioning Director; Contract Manager; Partnership Relationship Manager	<i>Quarterly</i>	Reviews overall objectives, priorities, outcomes and performance; agrees change control requests and variations; resolves disagreements	Commercial Director Partnership Group
TBG Partnership Group	The Barnet Group: Board Members; Executive Team LBB: Strategic Directors; Adults; Growth and Development; Commercial and Customer Services	<i>Bi-Annually</i>	Agree key objectives and strategic direction; considers growth and new opportunities; reviews progress against business plan; resolves strategic disputes	Policy and Resources Committee

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Additional Governance

	Attendees	Frequency	Nature	Escalation / Reporting Route
BH Scrutiny	The Barnet Group Board and BH Performance Advisory Group	Monthly or as required	Internal and external scrutiny of performance and budgets.	Council nominated board members
Development Programmes	Development Pipeline Programme Board. BH Development Team	Monthly or as required	Performance review of individual development sites and projects	As per programme governance